

North Valley Ranches Culinary Water Corporation

PO Box 905 • New Harmony • Utah • 84757

January 1, 2011

Public Service Commission
Heber M. Wells Building
160 East 300 South
Salt Lake City, UT 84114

To Whom It May Concern:

Re: North Valley Ranches Culinary Water Corporation

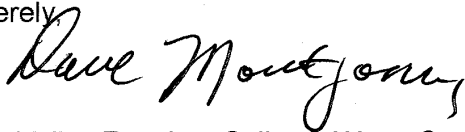
North Valley Ranches Culinary Water Corporation is a non-profit private water company operating in New Harmony, Utah. In 2010, the developers of North Valley Ranches subdivisions, Ph I, II and III and of Red Butte Terraces made a decision to turn the company over to the shareholders. Until that time, they were the operators and officers of the water company.

In an effort to learn about and excel at our new responsibilities, we understand that as a mutually owned and operated water company we need to file for an Application of Exemption from the Public Service Commission.

Our application is attached: (6) copies and (1) electronic copy and includes as much information as we have been able to gather. Please consider our application for exemption.

If you have any questions or require more information please call either Dave Montgomery, President at (435) 867-8477 or Kristy Northon, Secretary/Treasurer at (435) 867-9070.

Sincerely,



North Valley Ranches Culinary Water Corporation
Dave Montgomery
President

-BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH-

IN THE MATTER OF THE APPLICATION OF)

_____))
_____) FOR)
AN EXEMPTION FROM PUBLIC SERVICE)
COMMISSION REGULATION)
)

DOCKET NO. _____

APPLICATION

To the Public Service Commission of Utah Salt Lake City, Utah.

1. Exact name of applicant (company name):

North Valley Ranches Culinary Water Corporation

2. Principal office address, phone number and email address:

P.O. Box 905, New Harmony, UT 84757

1451 E 2000 North, New Harmony, UT 84757

(435) 867-9070 or (435) 867-8477

kknorthon@gmail.com

3. Name of state in which applicant is incorporated and date of incorporation

State of Utah, incorporated on Oct 3, 2001

A certified copy of the Articles of Incorporation and By-laws should accompany this application unless a copy is on file with the Commission. If not incorporated, describe the type of organization and state in which it is organized.

Articles of Incorporation and Bylaws are attached

4. The officers and directors (or partners) of applicant are as follows:

Name and Principal
Office Held

Business Address

Dave Montgomery, President
Dennis Ramsey, Board Member
Alan Pulsipher, Board Member
Kristy Northon, Sec/Treas

PO Box 629, New Harmony, UT 84757
PO Box 542, New Harmony, UT 84757
8480 W. LaMancha, Las Vegas, NV 89149
PO Box 564, New Harmony, UT 84757

5. The type of service (water, sewer or both) which applicant proposes to render is: **WATER**
6. Applicant is in compliance with and agrees to comply with all regulations and requirements of all state and local government agencies. Copies of all required permits and approvals are made a part of this application. Applicant will be receiving through its water distribution system water from a Commission approved supplier or has attached to this application proof of ownership of sufficient water rights, of sufficient storage, of an approved source with sufficient water flow and of an approved point of diversion.

Attachment: Table of water rights owned by NVRCWC

Bills of Sale listing storage tanks and approved wells with locations

7. If the applicant is conducting operations at the present time, furnish the following information:

(a). A description of the nature and extent of the service rendered.

Domestic, irrigation and stock watering for single family lots

(b). The date applicant commenced rendering such service. **October 3, 2001**

8. The areas which the applicant proposes to serve, and those presently served, if any, are as described below (legal description) and as shown on a map attached hereto (for public utilities a map should also be part of the tariff).

North Valley Ranch Subdivisions Phases 1,2 and 3 generally located in Section 14, T38S, R13W (maps attached)

Red Butte Terraces: generally located in Section 11, T38S, R13W, SLB&M (map attached)

9. How Many Connections will the company serve and type (residential / commercial)?
10 residential connections currently, 45 residential connections at full build out
10. The names of any water companies that are providing (or proposing to provide) similar service near or in any part of the area covered by this applicant are as follows: **NONE**

WHEREFORE, applicant prays that the Commission grant an Exemption from Public Service Commission Regulation to the water company as described above.

I, DAVID L. MONTGOMERY, swear that the information provided in this application is complete and accurate to the best of my knowledge.

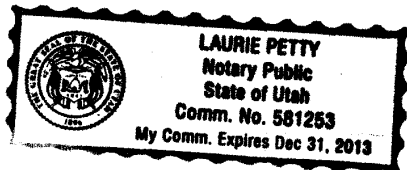
Signature, Title, David L. Montgomery

Dated this 4th day of JANUARY, 20 11.

Subscribed and sworn to before me this 4th day of January, 20 11.

Notary Public: Laurie Petty

Residing at: 377 N main St.
Cedar City Ut
84721



My Commission Expires: 12-31-2013

Name, address, phone number, and signature of attorney representing application:

(\$100.00 filing fee is WAIVED, company is applying for EXEMPTION)



Utah Department of Commerce
Division of Corporations & Commercial Code
160 East 300 South, 2nd Floor, S.M. Box 146705
Salt Lake City, UT 84114-6705
Phone: (801) 530-4849
Toll Free: (877) 526-3994 Utah Residents
Fax: (801) 530-6438
Web Site: <http://www.commerce.utah.gov>

Registration Number: 5996493-0142

December 16, 2010

Business Name: NORTH VALLEY RANCHES CULINARY WATER CORPORATION

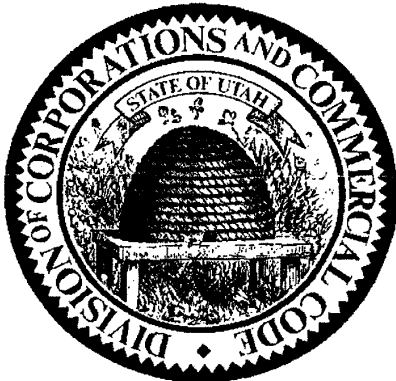
Registered Date: AUGUST 29, 2005

CERTIFIED COPY OF ARTICLES OF INCORPORATION

THE UTAH DIVISION OF CORPORATIONS AND COMMERCIAL CODE ("DIVISION") HEREBY CERTIFIES THAT THE ATTACHED IS TRUE, CORRECT; AND COMPLETE COPY OF THE ARTICLES OF INCORPORATION OF

NORTH VALLEY RANCHES CULINARY WATER CORPORATION

AS APPEARS OF RECORD IN THE OFFICE OF THE DIVISION.



Kathy Berg

Kathy Berg
Director
Division of Corporations and Commercial Code

Dept. of Professional Licensing
(801)530-6628

Real Estate
(801)530-6747

Public Utilities
(801)530-6651

Securities
(801)530-6600

Consumer Protection
(801)530-6601

DR15

Division of Corporations and Commercial Code
I hereby certify that the foregoing has been filed
and approved on this 29 AUG 2005
In this office of this division and hereby issue
this Certificate of Incorporation.

Examiner



Kathy Berg
Kathy Berg
Division Director

Date

**ARTICLES OF INCORPORATION
OF**

**NORTH VALLEY RANCHES CULINARY
WATER CORPORATION**

RECEIVED
STATE TAX COMMISSION

AUG 29 2005

OPER. ST. GEORGE
BY [Signature]

We, the undersigned natural persons, being more than eighteen years of age, acting as incorporators of a corporation pursuant to the provisions of the Utah Business Corporation Act, adopt the following Articles of Incorporation for such corporation.

ARTICLE I-NAME

The name of the Corporation hereby created is NORTH VALLEY RANCHES CULINARY WATER CORPORATION.

ARTICLE II-DURATION

The duration of this corporation is perpetual; but it is provided that the corporation may be dissolved at any time according to law.

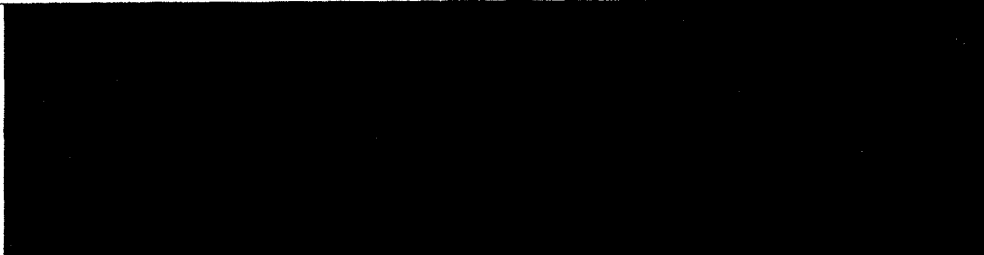
ARTICLE III-PURPOSES

The object and purpose of this corporation is to promote the general interest and welfare of the shareholders by encouraging, developing, and fostering the installation and operation of a general culinary water system for the use of property owners of North Valley Ranches and adjacent subdivisions. In furtherance of and in no way in limitation of the powers now or hereafter conferred upon corporations by the laws of the State of Utah, the nature of the business of the corporation and the objects and purposes, and powers to be transacted, promoted, exercised, or carried on by it and as follows:

- A. To own domestic, culinary, livestock and irrigation water, and to store and distribute said waters only to the shareholders for the corporation.
- B. To acquire water, water rights, and water stock by purchase, lease, contract, appropriation, change application or otherwise.
- C. To acquire, hold and sell real and personal property useful to carrying on the corporate business.

5996493

Date: 09/01/2005
Receipt Number: 1567451
Amount Paid: \$52.00



D. To own water diversion, distribution, and storage facilities useful to the distribution of its water supply to its shareholders.

E. The corporation shall have the power to make and perform contracts of any kind and description, including contracts with governmental entities for the acquisition of water and water rights, and the use and joint development of wells and other water diversion, distribution, and storage facilities, and in carrying on its business, or for the purpose of attaining or furthering any of its objective; to do any and all acts and things, and to exercise any and all other powers which a copartnership or natural person could do exercise, and which are not now nor hereafter prohibited by law.

ARTICLE IV-CAPITALIZATION

The Corporation is authorized to issue 28 common shares, all of which shall have no par value. Each share shall have unlimited voting rights as provided in the Act and shall be entitled to receive the net assets of the Corporation in the event of dissolution.

In the event of dissolution of the corporation, each member, including former members, shall receive his proportionate share of the of the corporation's property and assets based upon patronage insofar as is practicable, as their legal interest may appear, after paying or providing for the payment of all debts of the corporation.

ARTICLE V-MEETING OF MEMBERS

An annual meeting of the members of the Corporation shall be held each year, the time and place of said meeting to be determined by the Board of Directors, consistent with any provisions therefore set forth in the By-laws of the Corporation. Special meetings of the members may be called by the president, the Board of Directors, or by members who have the right to cast one-third (1/3) of the votes entitled to be cast at a meeting of members. Written or printed notice stating the place, day, and hour and, in the case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered to each voting member not less than ten (10) days before the date of the meeting, either personally or by mail. If mailed, such notice shall be deemed delivered when deposited in the United States mail with postage prepaid addressed to the member at his address as it appears on the records of the Corporation.

ARTICLE VI-OFFICERS AND DIRECTORS CONTRACTS

No contract or other transaction between the Corporation and any firm or other corporation shall be affected by the fact that a director or officer of such firm or other corporation. Any officer or director, individually or with others, may be a party to, or may have an interest in, any transaction of this Corporation or any transaction in which this Corporation is a party has an interest. Each person who is or may become an officer or director of this Corporation is hereby relieved from liability that might otherwise obtain in the event each officer or director contracts with this Corporation for the benefit of himself or any firm or corporation in which he may have an interest, provided such officer or director acts in good faith with respect thereto.

ARTICLES VII-DIRECTORS AND LIMITATION OF LIABILITY

1. Provisions for the regulation of the internal affairs of the Corporation are as follows:

The affairs and management of this corporation shall be under the control of a board of directors consisting of not less than three (3) members as determined, from time to time, by the board of directors. The original board of directors shall be comprised of three (3) persons. The names and residences addresses of the persons who are to serve as directors until the first annual meeting of the shareholders and until their successors are elected and shall qualify are as follows:

Ronald H. Torgersen - 1268 East Teton Drive, Lindon, UT 84042

Mervin W. Prince - 190 East Center, New Harmony, UT 84757

Hal R. Torgersen - 277 East Center, New Harmony, UT 84757

2. Provisions for the elimination of the personal liability of directors are as follows:

To the fullest extent permitted by the Act or as it may be amended, a director of the Corporation shall not be personally liable to the Corporation of its shareholders for monetary damages, for any action taken or any failure to take any action as a director.

ARTICLES VIII-REGISTERED OFFICE AND AGENT

The address of the initial registered office of the corporation is:


PO Box 615
277 East Center Street
New Harmony, Utah 84757

and the name of its initial registered agent at such address:

Hal R. Torgersen

and appointment as registered agent is hereby accepted:

By


Hal R. Torgersen

ARTICLE IX-INCORPORATORS

The name and residence address of the incorporators is:

Ronald H. Torgersen-1268 East Teton Drive, Lindon, UT 84042

Mervin W. Prince-190 East Center, New Harmony, UT 84757

Hal R. Torgersen-277 East Center, New Harmony, UT 84757

ARTICLES X-WATER USAGE

The Board of Trustees shall have the power to adopt rules and regulations governing the use of water by the use of water by the shareholders, and shall, in the event of shortage pro-rate the available water supply so that each shareholder shall receive the same quantity of water per share per year as each other shareholder. The corporation shall provide water only for domestic purposes which shall include inside culinary use, and incidental irrigation of lawns and livestock water as may be set forth in the Rules and Regulations adopted by the Board.

ARTICLES XI-ATTACHMENT AND TRANSFER

The Corporation shall issue certificates of stock evidencing membership in the Corporation. Each member of the Corporation owning property of North Valley Ranches shall receive two (2) shares of stock of the corporation for each lot purchased by such person. All other persons owning property serviced by the Corporation shall receive one (1) share of stock of the company for each parcel so serviced. The shares of stock of this corporation when sold with a specific tract of land shall be deemed to become an appurtenance to that land, and may not be separately conveyed or otherwise transferred without the express

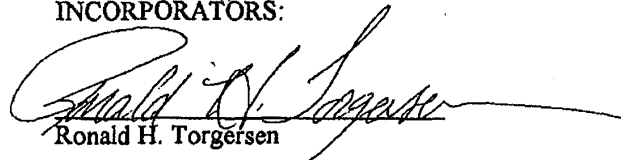
written approval of the corporation, which shall not unreasonably be withheld.

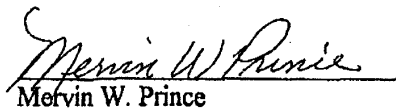
ARTICLES XII-ASSESSMENTS

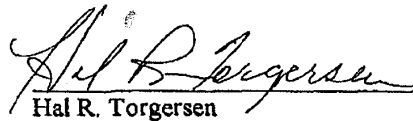
All outstanding shares of stock of the Corporation are hereby made assessable under the provisions of Utah Code Ann. 16-4-4, seq. The Board of Trustees of the Corporation may levy and collect assessments upon the outstanding shares of stock of the Corporation, for the purpose of paying expenses, conducting the business, or paying the debts of the Corporation, in the manner and form and to the extent provided by the laws of the State of Utah, including assessments made on other than a pro rata basis.

DATED this 2nd day of October, 2001.

INCORPORATORS:


Ronald H. Torgersen


Melvin W. Prince


Hal R. Torgersen

RECEIVED

AUG 13 2009

Utah Div. Of Corp. & Comm. Code

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF

NORTH VALLEY RANCHES CULINARY WATER CORPORATION

THE UNDERSIGNED, acting pursuant to § 16-10a-1008.5, *Utah Code Annotated*, hereby cause these Articles of Amendment to the Articles of Incorporation of North Valley Ranches Culinary Water Corporation (the "Corporation") to be filed with the Division of Corporations and Commercial Code, Utah Department of Commerce (the "Division"), in order to amend the Articles of Incorporation of the Corporation that were filed with the Division on August 29, 2005 (the "Articles") and convert the Corporation to a nonprofit corporation subject to Title 16, chapter 6a, Utah Revised Nonprofit Corporation Act (the "Act").

1. Article III of the Articles is hereby amended by deleting Article III in its entirety and substituting therefor the following:

"III. PURPOSE.

(a) To act and operate exclusively as a nonprofit corporation pursuant to the laws of the State of Utah, and to promote the general interest and welfare of the members by encouraging, developing, and fostering the installation and operation of a general culinary water system for the use of property owners of North Valley Ranches and adjacent subdivisions. In furtherance of and in no way in limitation of the powers now or hereafter conferred upon corporations by the laws of the State of Utah, the nature of the business of the Corporation and the objects and purposes, and powers to be transacted, promoted, exercised, or carried on by it and as follows:

- (1) To own domestic, culinary, livestock and irrigation water, and to store and distribute said waters to the members for the Corporation.
- (2) To acquire water, water rights, and water stock by purchase, lease, contract, appropriation, change application or otherwise.
- (3) To acquire, hold and sell real and personal property useful to carrying on the Corporation business.
- (4) To own, lease, hold and use water diversion, distribution, and storage facilities useful to the distribution of its water supply to its members.

(b) To engage in any and all activities and pursuits, and to support or assist such other organizations, as may be reasonably related to the foregoing and following purposes.

(c) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered to the

Date: 08/13/2009
Receipt Number: 2926730
Amount Paid: \$37.00

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Corporation and to make payments and distributions in furtherance of the purposes set forth herein."

2. Article IV of the Articles is hereby amended by deleting Article IV in its entirety and substituting therefor the following:

"IV. MEMBERS

"The Corporation shall issue shares of stock evidencing membership in the Corporation. The Corporation is hereby authorized to issue a total of One Hundred (100) shares of stock evidencing membership in the Corporation. Shares issued to shareholders prior to the effective date of this Amendment shall be automatically converted to membership interests in the Corporation. Shares in the Corporation may be issued after the effective date of this amendment only in exchange for additional water rights conveyed to the Corporation and upon such other conditions as the Directors may require. For example, prior to issuing a new share of stock the Corporation shall require the new member to must convey water rights representing one acre foot of water for every one (1) share of stock of the Corporation. The Corporation shall have one class of voting members. Notwithstanding the numbers of shares owned, so long as the Corporation is exempt from regulation by the Utah Public Service Commission, each member shall have one vote for all matters voted upon by the members. During any period in which the Corporation is regulated by the Utah Public Service Commission, each member shall have one vote for each share held by such member. The qualifications and rights of the voting members shall be as set forth in the Corporation's Bylaws."

3. Article V of the Articles is hereby deleted.
4. Article VII of the Articles is hereby amended by deleting subsection 2 thereof in its entirety and substituting therefor the following:

"2. To the extent permitted or required by the Act and any other applicable law, if any director or officer of the Corporation is made a party to or is involved in any proceeding because such person is or was a director or officer of the Corporation, the Corporation (i) shall indemnify such person from and against any judgments, penalties, fines, amounts paid in settlement and reasonable expenses incurred by such person in such proceeding, and (ii) shall advance to such person expenses incurred in such proceeding. No director or officer of the Corporation shall be personally liable to the Corporation for civil claims arising from acts or omissions made in the performance of such person's duties as a director or officer, unless the acts or omissions are the result of such person's intentional misconduct."

5. Article VII of the Articles is hereby amended by adding the following as subsection 3:

"3. A director must be a member of the Corporation."

6. Article XI of the Articles is hereby amended by deleting Article XI in its entirety and substituting therefor the following:

"XI. APPURTENANCE

The shares of stock of this Corporation when sold with a specific tract of land shall be deemed to become an appurtenance to that land, and may not be separately conveyed or otherwise transferred without the express written approval of the Corporation, which approval shall only be granted upon a showing of a compelling reason to the directors, in the directors' sole discretion."

7. Article XII of the Articles is hereby amended by deleting Article XII in its entirety and substituting therefor the following:

"XII. ASSESSMENTS

The shares of the Corporation's stock shall be assessable as provided in Utah's Share Assessment Act, Section 16-4-101, et seq., Utah Code Annotated."

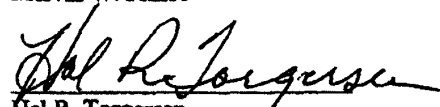
8. The above stated amendments were unanimously approved by all the outstanding shares of the Corporation on July 11, 2009.

9. These Articles of Amendment to the Articles of Incorporation were adopted by the directors of the Corporation, as required by Section 16-10a-1008.5 and Sections 16-10a-1001-1003 of the Act or as otherwise required by the Corporation's Articles or Bylaws. Under penalties of perjury, the undersigned directors of the Corporation declare that these Articles of Amendment to Articles of Incorporation have been examined by the directors of the Corporation and are, to the best knowledge and belief of the directors of the Corporation, true, correct and complete.

IN WITNESS WHEREOF, these Articles of Amendment to the Articles of Incorporation are executed on this 3rd day of August, 2009, by the directors of the Corporation:

Directors.


Marvin W. Prince


Hal R. Torgersen


Ronald H. Torgersen

BYLAWS
NORTH VALLEY RANCHES CULINARY WATER CORPORATION

December 16, 2009 Revision

ARTICLE I-OFFICES

The initial office of the Corporation in the State of Utah shall be located at 277 E. Center Street, New Harmony, UT. The Corporation may change the location of the principle office within Washington County, Utah, as the Board of Directors may designate or as the business of the Corporation may from time to time require.

ARTICLE II-SHAREHOLDERS

1. ANNUAL MEETING

The annual meeting of the shareholders of the Corporation shall be held on the first Saturday of March of each year at the hour of 10:00 A.M., Mountain Standard Time, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding Saturday. If not held as scheduled, it shall be held as soon thereafter as it can reasonably be scheduled and thirty (30) days notice thereof provided.

2. SPECIAL MEETINGS

Special meetings of shareholders, for any purpose or purposes related to the business of the Corporation, unless otherwise prescribed by statute, may be called by a majority vote of the Board of Directors, and shall be called in any event by the Board of Directors at the written request of the Shareholders of not less than forty (40) percent of the outstanding and issued shares of the corporation entitled to vote at such meeting.

3. PLACE OF MEETING

The Board of Directors may designate any reasonable place within Washington or Iron County, Utah as the place of meeting for any annual meeting or for any special meeting. A waiver of notice signed by all shareholders entitled to vote at the meeting may designate any place as the place of holding of such meetings. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be at the main business office of the Corporation in Washington County, Utah.

4. NOTICE OF MEETING

Written or printed notice stating the place, day and hour of the annual meeting shall be delivered, not less than thirty (30) days before the date of the meeting, by or at the direction of the Board of Directors or the Secretary, to each shareholder of record entitled to vote at such meeting. If mailed such notice shall be deemed to be delivered three (3) days after deposited in the United States mail addressed to the shareholder at his address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid. Notice may be waived in writing by any shareholder.

5. CLOSING OF TRANSFER BOOKS OR FIXING OF RECORD DATE

AM ?
For the purpose of determining Shareholders entitled to notice or to vote at any meeting of Shareholders or any adjournment thereof, or in order to make a determination of Shareholders for any other proper purpose, the Directors of the Corporation may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, forty-five (45) days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice or to vote at a meeting of shareholders, such books shall be closed at least forty-five (45) days immediately preceding such meeting. In lieu of closing the stock transfer books, the Directors may fix in advance a date as the record date for any such determination of Shareholders, such date in any case to be not more than forty-five (45) days prior to the date on which the particular meeting requiring such determination of Shareholders is to be held. If the stock transfer books are not closed and no record date is fixed for the determination of Shareholders entitled to notice of or to vote a meeting of Shareholders, the date on which the resolution of the Directors setting the meeting shall be the record date for such determination of shareholders. When a determination of Shareholders entitled to vote an any meeting of Shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

6. VOTING LISTS

AM
The officer or agent having charge of the stock transfer books for shares of the Corporation shall make, at least thirty (30) days before each meeting of Shareholders, a complete list of the Shareholders, entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each, which list, for a period of thirty (30) days prior to such meeting, shall be kept on file at the principal office of the Corporation and shall be subject to inspection by any Shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original stock

transfer book shall be prima facie evidence as to which Shareholders are entitled to examine such list or transfer books or to vote at the meeting of Shareholders.

7. QUORUM

At any meeting of the Shareholders a majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at the meeting of Shareholders.

8. PROXIES

At all meetings of Shareholders, a Shareholder may vote by proxy executed in writing by the Shareholder or by his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution.

9. VOTING

Each Shareholder shall be entitled to one vote upon each matter submitted to a vote at a meeting of Shareholders. Regarding election of Directors, nominations can be made prior to the meeting in written form, or nominations can be made from the floor of the meeting. Votes will be counted at the meeting. The three Shareholders receiving the highest number of votes shall be deemed to be Directors.

Quorum?

*1 Lot w/ 2 shares
1 SH w/ 2 Lots*

10. SHAREHOLDER MEETING AGENDAS

An agenda pertinent to each Shareholders meeting must be prepared by the Board of Directors and distributed to the Shareholders with the appropriate thirty (30) day notice. This agenda will serve as the notice of meeting sent to the Shareholders. Shareholder input to meeting agendas must be previously received by the Board of Directors not later than sixty (60) days prior to the date of the meeting. Any item which requires action on the part of the Shareholders cannot be revised or modified after the agenda has been posted at the start of the thirty (30) day notice period to the Shareholders. No action item can be properly and legally ratified by the Shareholders unless the item to be acted upon has been posted for this thirty (30) day period.

Election of Directors shall be an item at all annual meetings. An item to approve the minutes of the previously held meeting shall be approved by majority vote, with any dissent noted. A complete financial statement shall be prepared and presented to the Shareholders at their annual meeting itemizing all receipts of the Corporation for the previous fiscal year, and noting all expenses, liabilities and salaries paid. Should the Directors not recommend any increases to Corporation

fees and/or assessments, an itemized schedule of existing Corporation fees and/or assessments will be presented in the annual meeting agenda.

11. INFORMAL ACTION BY SHAREHOLDER

* Any action required to be taken at a meeting of the Shareholders or any other action which may be taken at a meeting of the Shareholders may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all of the Shareholders entitled to vote with respect to the subject matter thereof. When shareholder approval for any action is approved in this manner, all shareholders must be informed with thirty (30) days notice of the proposed action and given opportunity to approve or disapprove of the action in writing. The action, if approved by the Shareholders, shall only have validity after the end of the thirty (30) day notice period.

ARTICLE III-BOARD OF DIRECTORS

1. GENERAL POWERS

* All business and affairs of the Corporation which cannot reasonably be conducted in an annual or special meeting of the Shareholders shall be under the management of the Board of Directors. This includes Corporation business of an emergency or urgent nature in which it would be unreasonable for the Shareholders to timely convene to deal with any exigent circumstances which may arise.

2. NUMBER, TENURE AND QUALIFICATIONS

The number of directors of the Corporation shall be three (3). Each Director shall hold office until the next annual meeting of Shareholders and until his successor shall have been elected and qualified, unless removed at a special meeting of the Shareholders. If a Director is removed at a special meeting of the Shareholders, his successor shall serve until the next annual meeting of the Shareholders.. Directors need not be residents of the State of Utah but must be Shareholders of the Corporation. The number of directors may be changed from time to time by amendment of the Bylaws as adopted by majority vote of the Shareholders.

3. REGULAR MEETINGS

AM A regular meeting of the Directors shall be held without other notice than this By-law immediately after, and at the same place as, the annual meeting of Shareholders. The Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

4. SPECIAL MEETINGS

Special meetings of the Directors may be called by or at the request of any two (2) members of the Board of Directors. The person or persons authorized to call special meetings of the Directors may fix the place for holding any special meeting of the Directors called by them in accordance with the By-laws.

5. NOTICE

Notice of any special meeting of the Board of Directors shall be given at least fifteen (15) days in advance by written notice delivered personally, or by telecopy or mailed to each Director at his business address or at such other address as he may notify the secretary in writing. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telecopy, such notice shall be deemed to be delivered when the telecopy is transmitted. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6. QUORUM

At any meeting of the Directors a majority of the Directors shall constitute a quorum for the transaction of business, but if less than said number is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

7. MANNER OF ACTING

At all meetings of Directors each Director shall have one vote on each issue to be decided. The act of the Directors present at a meeting at which a quorum is present shall be the act of the Directors unless otherwise required by the Articles of Incorporation, these By-laws, or the statutes of the State of Utah.

8. NEWLY CREATED DIRECTORSHIPS AND VACANCIES

Newly created Directorships resulting from an increase in the number of Directors, as may be determined by the Shareholders pursuant to an amendment of the Articles of Incorporation, and vacancies occurring on the Board for any reason, may be filled by a vote of a majority of the Shareholders during an annual or special meeting called for such purpose. A director elected to fill a vacancy shall be elected to hold office for the unexpired term of his predecessor.

9. REMOVAL OF DIRECTORS

Any or all of the Directors may be removed for cause by vote of the Shareholders. Directors may be removed without cause during the course of their terms only by a two-thirds (2/3) vote of the Shareholders. Such vacancy shall then thereafter be refilled by the Shareholders upon a special election.

10. RESIGNATION

A Director may resign at any time by giving written notice to the Board or the Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board or such officer, and the acceptance of the resignation shall not be necessary to make it effective. Any Director who relinquishes title to his share of the Corporation stock is hereby deemed to have resigned his office and does not qualify to continue to serve as a Director.

11. COMPENSATION

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Compensation and/or reimbursement of travel expenses may be paid to any of the Directors for their service as a Director of the Corporation but the amount of such compensation shall be paid equally to all Directors for their service and shall be commensurate with the service rendered. Shareholders shall set the compensation rate, if any, for the Board of Directors only at the annual Shareholders' meeting.

12. PRESUMPTION OF ASSENT

A Director of the Corporation who is present at a meeting of the Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered into the minutes of the meeting or unless he shall file his 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 mail to the Secretary of the Corporation within five (5) days after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action. At each meeting of the Directors, an item approving or revising the minutes shall be approved, with any dissent noted.

ARTICLE IV-OFFICERS

1. NUMBER

BM
The officers of the Corporation shall be a President selected from among the Board of Directors and a Secretary/Treasurer, each of whom shall be appointed

by the Directors. Such other officers and assistant officers as may be deemed necessary by the Shareholders through revision of these By-laws may be elected or appointed by the Directors. All disbursements from the Corporation must be signed by the Secretary/Treasurer and countersigned by the President for them to be valid.

*Tough
too
clean?*

2. ELECTION AND TERM OF OFFICE

The officers of the Corporation shall be selected by the Directors at the annual Shareholders meeting after the Directors are selected, and said officers shall serve a term of one (1) year. Each officer shall hold office until his successor shall have been duly elected and qualified, or until his death or until he shall resign or shall have been removed in the manner provided by the Articles of Incorporation.

3. REMOVAL

Any officer selected by the Board of Directors may be removed by the Board of Directors whenever in its judgment, the best interest of the Corporation would be served thereby, but such removal shall be without prejudice to the contractual rights of any, of the person so removed.

4. VACANCIES

A vacancy in any office because of death or resignation may be filled by the Directors for the unexpired portion of the term, or as otherwise voted by the Shareholders in a special election..

5. PRESIDENT

The President shall be the principle executive officer of the Corporation and, subject to the control of the Directors, shall in general supervise and control all the business and affairs of the Corporation. He shall, when present, preside at all meetings of the Shareholders and of the Directors. He may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Directors, certificates for share of the Corporation, any deeds, mortgages, bonds, contracts, checks, or other instruments which the Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Directors or by these By-laws to some other officer of agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Directors from time to time.

Signature?

6. SECRETARY/TREASURER

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33
990.00*

The Secretary/Treasurer shall:

- A. keep the minutes of the Shareholders' and Board of Directors' meetings in one or more books provided for that purpose;
- B. see that all notices are duly given in accordance with the provisions of these By-laws or as required by laws;
- C. be custodian of the Corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents the execution of which in behalf of the Corporation under its seal is duly authorized;
- D. keep a register of the post office address of each Shareholder which shall be furnished to the Secretary/Treasurer by such Shareholder;
- E. sign with the President disbursements from the Corporation, along with certificates for shares of the Corporation, the issuance of which shall have been authorized by the Board of Directors;
- F. have general charge of the stock transfer books of the Corporation;
- G. have charge and custody of and be responsible for all funds and securities of the Corporation;
- H. receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article V of the Bylaws; and
- I. in general perform all duties as from time to time may be assigned to him by the President or by the Board of Directors.

BM
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Given the responsibility to disperse funds from the Corporation's accounts, the Secretary/Treasurer shall be bonded in accordance with standard legal practices.

7. SALARIES

The salaries of the officers shall be fixed from time to time by the Shareholders and no officer shall be prevented from receiving such salary by reason of the fact that he is also a Director of the Corporation. All salaries shall be reasonable and shall be commensurate with the duties and time spent by such officer.

Article V-Assessments

1. ASSESSMENTS

All assessments may be made on other than a prorated basis where actual costs of delivering underlying water use charges, or the like result in increased costs being borne by some, but not all Shareholders. Those Shareholders who incur the increased cost shall be separately assessed for such costs. In addition, all

assessments shall be levied and collected at the time, in the amounts, and in the manner provided by law and as the Shareholders may direct.

All stock is fully assessable including, but not limited to, the following:

- A. Fees and/or charges attributable to the underlying water right which supports Shareholder's water use, e.g., charges or stock assessments of a water company or district or its shares.
- B. For all late fees, resumption of use fees, etc., which may be imposed.
- C. For operation and maintenance of the system.
- D. For a proportionate share of all administrative and other costs incurred by the Corporation.
- E. For a proportionate fee payable into the replacement reserve fund.

2. DELINQUENCIES

Delinquent accounts shall be subject to levy in the manner provided by law.

NO
VOTE

3. CONNECTION FEES

No Shareholder shall be allowed to connect his structure onto the Corporation's system, nor take water therefrom, until he has paid the required connection fee. Until the Shareholders otherwise determines, the connection fee shall be as provided in the rules and regulations of the Corporation.

4. METERS REQUIRED

All uses of water from the Corporation's system shall be metered, except for fire protection water, which will not be metered.

5. REPLACEMENT RESERVE

The Company shall establish a replacement reserve fund for the repair/replacement of water facilities used to service the Company Shareholders (the "Replacement Reserve"). Each Shareholder shall contribute an amount monthly to the Replacement Reserve in an amount to be determined by the Shareholders. The Shareholders shall have the discretion to use the Replacement Reserve for its intended purposes on the advice of the Board of Directors.

Should exigent circumstances dictate, the Board of Directors may use funds from the replacement reserve account for repairs to Company owned distribution lines and/or equipment, but must report such use by notice to the Shareholders within thirty (30) days that any funds are encumbered. Remediation efforts shall require at least three (3) formal estimates by qualified contractors. All records of

remediation and related costs shall be retained in the Corporation's files, and reported to the Shareholders in a financial report at the annual meeting.

6. ONE STRUCTURE PER METER

Not more than one structure or building shall be connected to any one meter without the prior approval of the Board of Directors.

7. NORTH VALLEY RANCHES CULINARY WATER CORPORATION

The North Valley Ranches Culinary Water Corporation shall hold title for and on behalf of its Shareholders to all main distribution lines, all delivery and service lateral lines, and connections from the water mains to the property line of each individual Shareholder-water user, including the meter, meter box, and shut-off valve. The Corporation shall maintain, repair and replace the same in perpetuity. Each individual Shareholder shall own and shall bear the sole responsibility for repair, upkeep and maintenance of the service lateral for the property side of the shut-off valve to the premises being served. The Corporation shall not accept nor bear any responsibility for any leaks or damages caused by leakage on the water user side of the shut-off valve; and the Corporation shall have no obligation to repair, replace or maintain the service lateral on the Shareholder's side of the shut-off valve. The Corporation may, without incurring liability, make emergency repairs to the service laterals, in order to mitigate damage, prevent waste of water, and to prevent contamination of the water supply, but any such repairs shall be at the Shareholder's sole expense.

8. SERVICE TO INDIVIDUAL STRUCTURES

Each individual Shareholder requesting water service for any purpose shall make formal written application to the Corporation for service, on a form provided by the Corporation, and shall comply with the following:

- Form?
- A. No Shareholder shall be permitted to connect onto the Corporation's system or receive water service until a formal written application for service has been received and accepted by the Corporation. The application shall be on a form provided by the Corporation and shall provide that each lot owner/Shareholder shall comply with the rules and regulations and By-laws of the Corporation.
 - 2K B. Each Shareholder requesting service shall pay at the time of making the application, the connection fee required at the then current rate as set by the Shareholders.
 - C. The Corporation's obligation for operation and maintenance of service laterals shall terminate at the street side of the shut-off valve. The Shareholder shall be responsible for the maintenance of the service lateral from the property side of the shut-off valve to the structure receiving water service. However, the water meter itself, the meter

gauges and the shut-off valve, wherever located, shall remain the sole property of the Corporation and the Corporation shall have the obligation to maintain and repair the same.

- D. Each Shareholder shall immediately report, in writing, to the Corporation's business office the closing of a sale of the Shareholder's property and it's attached water share. Following receipt of the written notice, upon the date designated in the notice, the Corporation shall close the shut-off valve and terminate water service to the property. The subsequent purchaser of the property shall be required to make formal written application for renewed service to the home or structure on a form provided by the Corporation and shall agree therein to comply with the lawfully adopted rules and regulations and By-laws of the Corporation. The subsequent purchaser shall present to the Corporation the properly endorsed stock certificate entitling him to water service from the Corporation, and it shall be a requirement that he pay the cost of transferring the share or shares into his ownership upon the books of the Corporation. The subsequent purchaser shall also pay a resumption of service fee to cover the costs incurred by the Corporation in re-establishing water service to the particular unit involved. Upon compliance with all of the foregoing terms and condition of this subsection, water shall be restored to the property. The subsequent purchaser shall, as a shareholder, be subject to any annual stock assessment as approved by the Shareholders. It shall be the burden and responsibility of each subsequent purchaser to collect from the prior owner any prorated amount of the stock assessment. The Corporation will not undertake any obligation or responsibility to determine the prorated amount nor to collect the same from the prior owner of the share certificates.

resumption
fee?

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9. LANDLORDS OR LESSORS SHALL BE HELD PRIMARILY LIABLE FOR ALL ASSESSMENTS

The legal owner of any rented property being served by the Corporations' system shall appear as the record owner of any share of stock representing that water connection within the Corporation, and shall be held primarily responsible for payment of the annual stock assessment and any other charges against the share or shares.

10. METER READERS AND METER MAINTENANCE

A Shareholder-water user shall not hinder or obstruct the ability of the authorized Corporation personnel to the entry to the location of the meter in the Shareholder's structure or upon the premises, upon reasonable notice, and at a reasonable time of day, for the purpose of periodic meter reading and maintenance of the water meters. The cost of removing any physical obstructions in gaining access may be charged to the Shareholder, and the

Corporation upon notice, may discontinue the delivery of water to the Shareholder without liability in the event the Shareholder denies the Corporation's personnel access to the water meter. The delivery of water shall not be resumed until the Corporation has been provided with the required access to the water meter.

11. EXPANSION OF WATER DELIVERY SYSTEM

The Directors may recommend to the Shareholders such rules and regulations as they deem appropriate for expansion of the Corporation's water delivery system, including the issuance of stock. Such expansion shall be consistent with the Articles and contracts of the Corporation, and thereafter, upon recorded acceptance by the Corporation, authorized for diversion from an appropriate service location point. For each new share of the Corporation issued, the Corporation shall receive one acre foot of water conveyed to the Corporation prior to the issuance of additional stock.

12. ADDITIONAL WATER SOURCE USER

In the event that any Shareholder desires to have additional water provided for his/her property use such may be approved by the Board of Directors provided the following criteria are met by the Applicant:

- A. Each water source sought to be added and transferred to the Corporation shall first have been approved in writing as to quality by the Utah Division of Drinking Water, Department of Environmental Quality prior to the transfer of same to the Corporation and the quantity available for use shall have been certified by a professional engineer, and the production capacity and drawn down curved of any well be transferred to the Corporation shall also be certified by a qualified professional engineer.
- B. Applicant shall fully encase all wells requiring permanent casing, and shall equip each well as required to serve its development, an at applicant's sole expense. If applicant's water supply originates in springs or other surface supplies, applicant will perform all development work necessary to protect the water source and insure the culinary quality of the water withdrawn from it. Additionally, Applicant shall obtain at its sole expense all easements required by the Utah Department of Environmental Quality to protect the culinary quality of the water and to guard against surface pollution, and shall convey the same to the Corporation without cost. In the event treatment facilities are required, applicant shall construct and install the same in conjunction with the water distribution system, and at its sole expense, and convey the same to the Corporation in conjunction with the water distribution system, and at its sole expense, and convey the same to the Corporation in conjunction with the water distribution

system, in addition to paying the total perpetual additional expense to service and operate such facilities and equipment.

- C. Where possible, provisions shall be made for the construction of all extensions and distributions lines within public streets and easements. However, where the extensions must cross private property, applicant shall obtain at applicant's sole expense all required and necessary easements for all distribution and main line extensions, and appurtenant facilities and title to any required storage or well sites, among with the perpetual rights of ingress and egress for operation, maintenance, repair and replacement of the same. Applicant shall convey these easements and storage and well site locations to the Corporation by legal instruments acceptable in form to the Corporation which shall be executed and delivered to the Corporation in conjunction with the conveyance of the water system to applicant.
- D. Upon compliance with all of the foregoing terms and conditions, Applicant shall convey the following to the Corporation, free and clear of all liens and encumbrances, except as may be expressly accepted and approved by the Corporation by a conveyance instrument acceptable to the Corporation.
 - a. Any extension of the Corporation main distribution line.
 - b. The water distribution system and all service laterals within applicant's development, and all appurtenant facilities specifically including but not limited to any well and well equipment, pumps, storage facilities, and any required treatment facilities.
 - c. Title to all storage and well sites, together with any and all easements and appurtenances in connection therewith; and all pipeline easements and rights-of-ways.
 - d. All water and water rights as relating to the source.
- E. Applicant shall pay to the Corporation a sum to be determined by the Shareholders as contribution to the costs expended for development of the water supply system of the Corporation existing at the time of the application.
- F. Applicant shall upon approval by the (Company) Corporation and connection of the source pay a monthly fee equal to the proportion of added water source into the water system as it relates to the whole amount of water coursing through the system (including that from the added source) of the elective power costs to operate pumps in the entire water system. Such fee shall be a charge against the applicant's property and due in the manner and time of all other fees and assessments due hereafter.

Article VI-Fiscal/Statutory Regulations

1. EMERGENCY SITUATIONS

In times of water shortage the Corporation shall have full authority to declare a water emergency, and to ration or otherwise regulate the distribution and use of water from the Corporation's system. Such action recommended by the Board of Directors to the Shareholders may include a moratorium on new water connections until the emergency has been alleviated. In the event of such action any circumstantial loss of vegetation and/or livestock, will be the owner's sole responsibility for the cost of any loss and the cost of any replacement of the aforementioned.

2. SAVINGS CLAUSE

If any section, subsection, sentence, clause or phrase of these By-laws is for any reason held to be invalid by a court of law, such determination shall not affect the validity of the remainder of these By-laws, which shall remain binding and enforceable against the Shareholders of the Corporation.

3. EFFECTIVE DATE

These By-laws shall be in full force and effect from and after the date of passage and adoption by the Shareholders.

4. CONTRACTS, LOANS, CHECKS AND DEPOSITS

Contracts. The Shareholders may authorize any officer or officers, agent or agents, to enter into any contract which the Articles of Incorporation and/or these By-laws allow, or to execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Loans. The Shareholders shall, upon resolution duly adopted, have the authority to incur indebtedness on behalf of the Corporation only upon a two-thirds (2/3) majority vote of all the Shareholders present, in person or by proxy, at an annual or special meeting called for that purpose.

Bank?
Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories insured by the Federal Government as the Directors may select.

5. FISCAL YEAR

The fiscal year of the Corporation shall begin on the 1st day of January in each year and end on December 31st of each year.

6. SEAL

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The Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal".

7. WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any Shareholder or Director of the Corporation under the provisions of these By-laws or under the provisions of the Articles of Incorporation, 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 deemed equivalent to the giving of such notice.

8. AMENDMENTS

The power to adopt, amend or repeal By-laws shall be vested with the Shareholders. No By-laws pertaining to the ability of the Corporation to assume debt, issue bonds, mortgage its property, sell or transfer any major asset or modify the allocation of the allocation of the Corporation's water sources or source capacity, shall be adopted, repealed or amended, without having first received a two-thirds (2/3) majority vote of all the Shareholders present, in person or by proxy, at an annual or special meeting called for that purpose; but, in no event shall any such By-law be adopted which is inconsistent with the Articles of Incorporation.

Amendments to any portion of the Rules and Regulations of the Corporation shall be adopted by the affirmative vote of two or the three directors provided for herein.

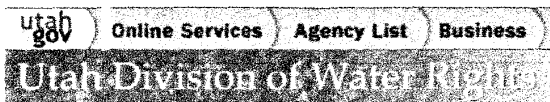
TABLE OF WATER RIGHTS

NORTH VALLEY RANCHES CULINARY WATER CORPORATION

WR # Subdivision Designation				Totals Acre Feet (45 lots)
	NVR Ph1 (10 lots) See note 1	NVR Ph2 (8 lots)	NVR Ph3 (15 lots)	Red Butte (12 lots) See note 2	
81-4219	11		1		12
81-4338				3	3
81-4339				3	3
81-4604				4	4
81-4606				2	2
81-4725			5		5
81-4726			3		3
81-4727			1		1
81-4728			4		4
81-4852		8	1	2	11
	11	8	15	14	48

Note 1: NVR Ph 1 - 1 extra share designated to Lot 2

Note 2: Red Butte - 2 extra shares designated to Lot 5



Search

WRINDEX Water Right Information Index Program

Version: 2007.06.22.00 Rupdate: 12/14/2010 06:06 PM

Name Index Screen

Next Page

Previous Page

Quit

Name	WR/CH/EX #	Type	Status	App #	Cert #
North Valley Ranches Culinary Water Corporation, Underground Water Well Priority Date: 09/09/1946	81-4338	APPL	CERT	A18077	6039
	16.0000 acft	12.0 acft,	3.0 acres		
North Valley Ranches Culinary Water Corporation, Underground Water Well Priority Date: 11/26/1951	81-4338	APPL	CERT	A23437	4837
	3.0000 acft	3.00 AF,	0.75 acre		
North Valley Ranches Culinary Water Corporation, Underground Water Well Priority Date: 05/31/1961	81-4338	APPL	CERT	A33219	9904
	3.0000 acft	3.0 AF			
North Valley Ranches Culinary Water Corporation, Underground Water Well Priority Date: 02/11/1965	81-4338	APPL	CERT	A33029ab	10873
	4.0000 acft	a Utah Limited Liability Company			
North Valley Ranches Culinary Water Corporation, Underground Water Well Priority Date: 05/31/1961	81-4338	APPL	CERT	A33219	9904
	2.0000 acft				
North Valley Ranches Culinary Water Corporation, Underground Water Well Priority Date: 11/26/1951	81-4338	APPL	CERT	A23437	4837
	5.0000 acft				
North Valley Ranches Culinary Water Corporation, Underground Water Well Priority Date: 05/31/1961	81-4338	APPL	CERT	A33219	9904
	3.0000 acft				
North Valley Ranches Culinary Water Corporation, Underground Water Well Priority Date: 02/11/1965	81-4338	APPL	CERT	A33029ab	
	1.0000 acft				
North Valley Ranches Culinary Water Corporation, Underground Water Well Priority Date: 01/20/1947	81-4338	APPL	CERT	A18288	5779
	4.0000 acft				
North Valley Ranches Culinary Water Corporation, Underground Water Well Priority Date: 09/09/1946	81-4338	APPL	CERT	A18077	6039
	0.083 cfs	11.0000 acft			
North Valley Ranches Culinary Water Corporation, Underground Water Well Priority Date: 03/23/1998	81-4338	APP			
	16.0000 acft	12.0 acft,	2.10 acres,	8 families	
North Valley Ranches Culinary Water Corporation, Underground Water Wells (2) 1 Existing, 1 Proposed Priority Date: 11/16/2000	81-4338	APP			
	8.0000 acft	6.00 AF (based on 81-4338 & 81-4339)			
North Valley Ranches Culinary Water Corporation, Underground Water Well Priority Date: 11/10/2005	81-4338	APP			
	4.0000 acft				
North Valley Ranches Culinary Water Corporation, Underground Water Well (existing) Priority Date: 09/10/2007	81-4338	APP			
	2.0000 acft				
North Valley Ranches Culinary Water Corporation, Three Existing Water Wells	81-4338	UNAP			
	24.0000 acft				

rg
v/s
H. Gorgensen
P.O. Box 615
New Harmony UT
84757

DOC # 20100020776

Water Right Deed Page 1 of 2
Russell Shirts Washington County Recorder
06/24/2010 01:40:14 PM Fee \$ 15.00
By TORGENSEN HAL



Water Right Deed

SJL Investments LLC, Grantor
of 2839 Kennewick Ave #396, Kennewick, County of Benton, WA 99336

Hereby grants , conveys and assigns, to
North Valley Ranches Culinary Water Corporation, Grantee

of New Harmony, County of Washington, State of Utah for ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following water rights, on file and of record in the Washington County Recorders Office in the State of Utah.

Grantor grants and conveys to Grantee, Grantors right, title, estate and interest in and to the following water rights;

- 5 acre ft./ from water right (81-4725)
- 3 acre ft./ from water right (81-4726)
- 1 acre ft./ from water right (81-4727)
- 4 acre ft./ from water right (81-4728)

as such rights are more particularly defined in the official records of the Utah Division of Water Rights.

Witness, the hand of said Grantor, this 2010.

Scott J. Lybbert for
SJL Investments LLC, grantor

Water Right Deed Page 1 of 1
Russell Shirts Washington County Recorder
10/05/2009 02:41:00 PM Fee \$10.00 By FIRST
AMERICAN - CEDAR CITY

WHEN RECORDED, MAIL TO:

North Valley Ranches
Culinary Water Corp
Box 615
New Harmony, UT
84757

WATER RIGHTS DEED

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mervin W. Prince ("Grantor"), hereby quitclaims to North Valley Ranches Culinary Water Corporation, a Utah nonprofit corporation ("Grantee"), whose address for the purposes hereof is 659 No. Harmony Dr. New Harmony, UT, 84989 P.O. Box 615, all of the following-described water right whose points of diversion and place of use are located in Washington County, State of Utah:

3 acre feet in Water Right No. 81-4338, and, 3 acre feet in Water Right No. 81-4339, as such rights are more particularly defined in the official records of the Utah Division of Water Rights.

IN WITNESS WHEREOF, Grantors has executed this Water Right Deed this 18th day of May, 2009.

Grantor:

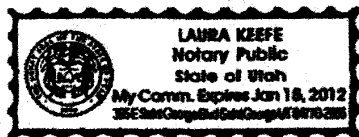
Mervin W. Prince
Mervin W. Prince

STATE OF UTAH)

:ss

COUNTY OF UTAH)
Washington

The foregoing Water Rights Deed was acknowledged before me this 18th day of May, 2009, by Mervin W. Prince, who executed the same.



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Laura Keefe
Notary Public

RECEIVED

MAR 02 2010

WATER RIGHTS
SALT LAKE

RECEIVED

FEB 23 2010

WATER RIGHTS
CEDAR CITY

Water Right Deed Page 1 of 1
 Russell Shirts Washington County Recorder
 10/05/2009 02:41:00 PM Fee \$10.00 By FIRST
 AMERICAN - CEDAR CITY

WHEN RECORDED, MAIL TO:

North Valley Ranches Culinary
Water Corp.
Box 615
NEW HARMONY, Utah
84757

WATER RIGHTS DEED

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Prince Enterprises, LLC, a Utah limited liability company, ("Grantor"), hereby quitclaims to North Valley Ranches Culinary Water Corporation, a Utah nonprofit corporation ("Grantee"), whose address for the purposes hereof is 658 N. HARMONY DR., NEW HARMONY, UT 84757, P.O. Box 615, all of the following-described water right whose points of diversion and place of use are located in Washington County, State of Utah:

4 acre feet in Water Right No. 81-4604 as such rights are more particularly defined in the official records of the Utah Division of Water Rights.

IN WITNESS WHEREOF, Grantors has executed this Water Right Deed this 18th day of May, 2009.

Grantor:

Prince Enterprises, LLC, a Utah limited liability company

By: Mervin W. Prince
 Its: Owner

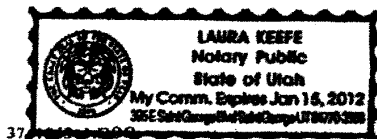
STATE OF UTAH)

:SS

COUNTY OF UTAH)

Washington

The foregoing Water Rights Deed was acknowledged before me this 18th day of May, 2009, by Mervin W. Prince, the owner of Prince Enterprises, LLC, a Utah limited liability company, who executed the same.



Laura Keefe
 Notary Public

RECEIVED

RECEIVED FEB 25 2010

MAR 02 2010
 WATER RIGHTS
 SALT LAKE
 CEDAR CITY

Water Right Deed Page 1 of 1
 Russell Shirts Washington County Recorder
 10/05/2009 02:41:00 PM Fee \$10.00 By FIRST
 AMERICAN - CEDAR CITY

WHEN RECORDED, MAIL TO:

North Valley Ranches Culinary
Water Corp
Box 615
New Harmony, UT
84757

WATER RIGHTS DEED

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mervin W. Prince, trustee of the 1995 Prince Family Trust, ("Grantor"), hereby quitclaims to North Valley Ranches Culinary Water Corporation, a Utah nonprofit corporation ("Grantee"), whose address for the purposes hereof is 658 N. HARMONY DR., NEW HARMONY UTAH 84757 P.O. BOX 615 all of the following-described water right whose points of diversion and place of use are located in Washington County, State of Utah:

2 acre feet in Water Right No. 81-4606, as such rights are more particularly defined in the official records of the Utah Division of Water Rights.

IN WITNESS WHEREOF, Grantors has executed this Water Right Deed this 18th day of May, 2009.

Grantor:

Mervin W. Prince
 Mervin W. Prince, trustee of the 1995
 Prince Family Trust

STATE OF UTAH)

COUNTY OF UTAH)

WASHINGTON

The foregoing Water Rights Deed was acknowledged before me this 18th day of May, 2009, by Mervin W. Prince, trustee of the 1995 Prince Family Trust, who executed the same.



Laura Kiefe
 Notary Public

RECEIVED

MAR 02 2010

WATER RIGHTS
SALT LAKE

RECEIVED

FEB 25 2010

11 TORGERSEN
PO Box 615
New Harmony, UT
84757

DOC # 20100020775

Water Right Deed Page 1 of 1
Russell Shirts Washington County Recorder
06/24/2010 01:40:14 PM Fee \$ 10.00
By TORGERSEN HAL



Water Right Deed

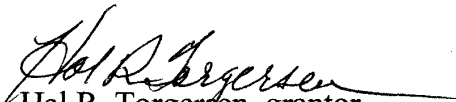
Hal R. Torgersen & Dorothy Torgersen, Grantors
of New Harmony, County of Washington, State of Utah.


Hereby grants, conveys and assigns, to
North Valley Ranches Culinary Water Corporation, Grantee

of New Harmony, County of Washington, State of Utah for ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following water rights, on file and of record in the Washington County Recorders Office in the State of Utah.

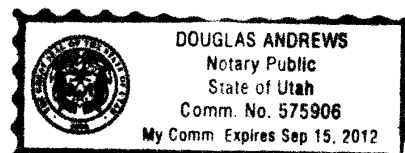
Grantors grant and convey to Grantee rights, title, estate and interest in and to only a portion of 81-212 (A18077) for irrigation of 2.25 acres, being 9 acre feet, such rights are more particularly defined in the official records of the Utah Division of Water Rights.

Witness, the hand of said Grantors, this 23rd of June 2010.


Hal R. Torgersen, grantor


Dorothy Torgersen, grantor

State of Utah
County of Iron
On the 23 day of June, 2010
personally appeared before me
Hal R. Torgersen & Dorothy Torgersen
and acknowledged the foregoing to be his/her
free act and deed, before me.
[Signature]
Notary Public
My commission expires: 9/15/2012



STATE OF UTAH -- DIVISION OF WATER RIGHTS -- DATA PRINT OUT for a36773(81-4725)

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 12/15/2010 Page 1

CHANGE: a36773 WATER RIGHT: 81-4725 CERT. NO.: COUNTY TAX ID:

BASE WATER RIGHTS: 81-4725, 81-4726, 81-4727, 81-4728, 81-4852

RIGHT EVIDENCED BY: 81-4725(A23437), 81-4726(A33219), 81-4727(A33029ab), 81-4728(A18288), 81-4852(A18077)

CHANGES: Point of Diversion [X], Place of Use [X], Nature of Use [X], Reservoir Storage [].

NAME: North Valley Ranches Culinary Water Corporation
 ADDR: P.O. Box 905
 New Harmony, UT 84757
 INTEREST: 100% REMARKS:

FILED: 08/12/2010 PRIORITY: 08/12/2010 ADV BEGAN: 09/16/2010 ADV ENDED: 09/23/2010 NEWSPAPER: The Spectrum
 ProtestEnd:10/13/2010 PROTESTED: [No] HEARNG HLD: SE ACTION: [] ActionDate: PROOF DUE:
 EXTENSION: ELEC/PROOF: [] ELEC/PROOF: CERT/WUC: LAP, ETC: LAPS LETTER:
 RUSH LETTR: RENOVATE: RECON REQ: TYPE: []

Status: Unapproved

***** HERETOFORE *****
 ***** HEREAFTER *****

FLOW: 0.083 cfs OR 24.0 acre-feet	FLOW: 24.0 acre-feet
SOURCE: Underground Water Well	SOURCE: Three Existing Water Wells
COUNTY: Washington	COUNTY: Washington COM DESC: Northeast of New Harmony
	<p>The beneficial uses proposed under this change application are limited to 22 homes (9.90 AF), 3.504 acres irrigation, (14.016 AF), and stockwatering 3.0 ELU s (0.084 AF), for a total under all uses of 24.0 AF.</p> <p>These uses are further divided into 22 lots limited to one home and 0.1375 acre each in section 18, T38S, R13W for 22 AF. The remaining 2.0 AF are to be used for the stockwatering of 3 ELU s and 0.479 acre irrigation in the N1/2 of the NE4SE4, section 11, T38S, R13W.</p> <p>All change applications must be reviewed to ensure that the net diversion/depletion to the hydrologic system is not enlarged and that other water rights are not impaired. During this analysis neither the hereafter diversion allowance nor the depletion allowance can exceed the heretofore diversion/depletion allowance and the change must be based on whichever hereafter diversion/depletion factors remain at or below the heretofore factors. The following is a depletion analysis for this change application.</p>

HISTORIC USE DIVERSION
DEPLETION
6.0 acres irr. 24.0 AF diversion
15.4752 AF depletion

PROPOSED USE DIVERSION
DEPLETION
22 Homes 9.90 AF diversion
1.98 AF depletion
3.0 ELU s 0.084 AF diversion
0.084 AF depletion
3.504 acres irr. 14.016 AF diversion
9.0375 AF depletion
Total 24.0 AF
11.1015 AF depletion

Since the hereafter depletion does not exceed the heretofore depletion, this change application can be considered based on the diversion allowance and the full beneficial uses requested.

The applicants hereby acknowledge that the maps attached to this application was prepared in support of this application. By our signatures on the maps we hereby accept and submit said maps as a true representation of the facts shown thereon to the best of our knowledge and belief.

POINT(S) OF DIVERSION ----->

Point Underground:

- (1) S 139 ft E 386 ft from N4 cor, Sec 19, T 38S, R 12W, SLBM
Diameter: 13 ins. Depth: 631 to ft. WELL ID#: 000000
COMMENT:
(2) N 30 ft W 1614 ft from SE cor, Sec 09, T 38S, R 13W, SLBM
Diameter: 12 ins. Depth: 154 to ft. WELL ID#: 7908
COMMENT:
(3) N 1500 ft 0 ft from S4 cor, Sec 16, T 38S, R 13W, SLBM
Diameter: 14 ins. Depth: 156 to ft. WELL ID#: 8270
COMMENT:
(4) S 67 ft E 79 ft from NW cor, Sec 23, T 38S, R 13W, SLBM
Diameter: 8 ins. Depth: 265 to ft. WELL ID#: 8266
(5) N 173 ft W 1342 ft from E4 cor, Sec 26, T 38S, R 13W, SLBM
Diameter: 6 ins. Depth: 199 to ft. WELL ID#: 8269

CHANGED AS FOLLOWS: (Click Location link for WRPLAT)

Point Underground:

- (1) S 23 ft W 450 ft from N4 cor, Sec 14, T 38S, R 13W, SLBM
Diameter: 8 ins. Depth: 600 to ft. WELL ID#: 000000
COMMENT: Existing well drilled under a22051
(2) S 169 ft W 333 ft from N4 cor, Sec 14, T 38S, R 13W, SLBM
Diameter: 8 ins. Depth: 404 to ft. WELL ID#: 000000
COMMENT: Existing well, see a33513
(3) S 211 ft W 394 ft from N4 cor, Sec 14, T 38S, R 13W, SLBM
Diameter: 8 ins. Depth: 600 to ft. WELL ID#: 000000
COMMENT: Existing well, see a33513

PLACE OF USE ----->

--NW4-- --NE4-- --SW4-- --SE4--
|N N S S| |N N S S| |N N S S| |N N S S|
|W E W E| |W E W E| |W E W E| |W E W E|
Sec 19 T 38S R 12W SLBM * : X : : * : : * : : * : : * : : *
Sec 09 T 38S R 13W SLBM * : : : * : : * : : * : : * : : *
Sec 16 T 38S R 13W SLBM * : : : * X : : * X : : * : : * : : *
Sec 23 T 38S R 13W SLBM * X : : * : : * : : * : : * : : *
Sec 26 T 38S R 13W SLBM * : : : * : : * X : : * : : * : : *

CHANGED as follows:

--NW4-- --NE4-- --SW4-- --SE4--
|N N S S| |N N S S| |N N S S| |N N S S|
|W E W E| |W E W E| |W E W E| |W E W E|
Sec 11 T 38S R 13W SLBM * : : : * : : * : : * : : * : : *
Sec 14 T 38S R 13W SLBM * X : X : X * X : X : X * X : X : X * X : X : X *

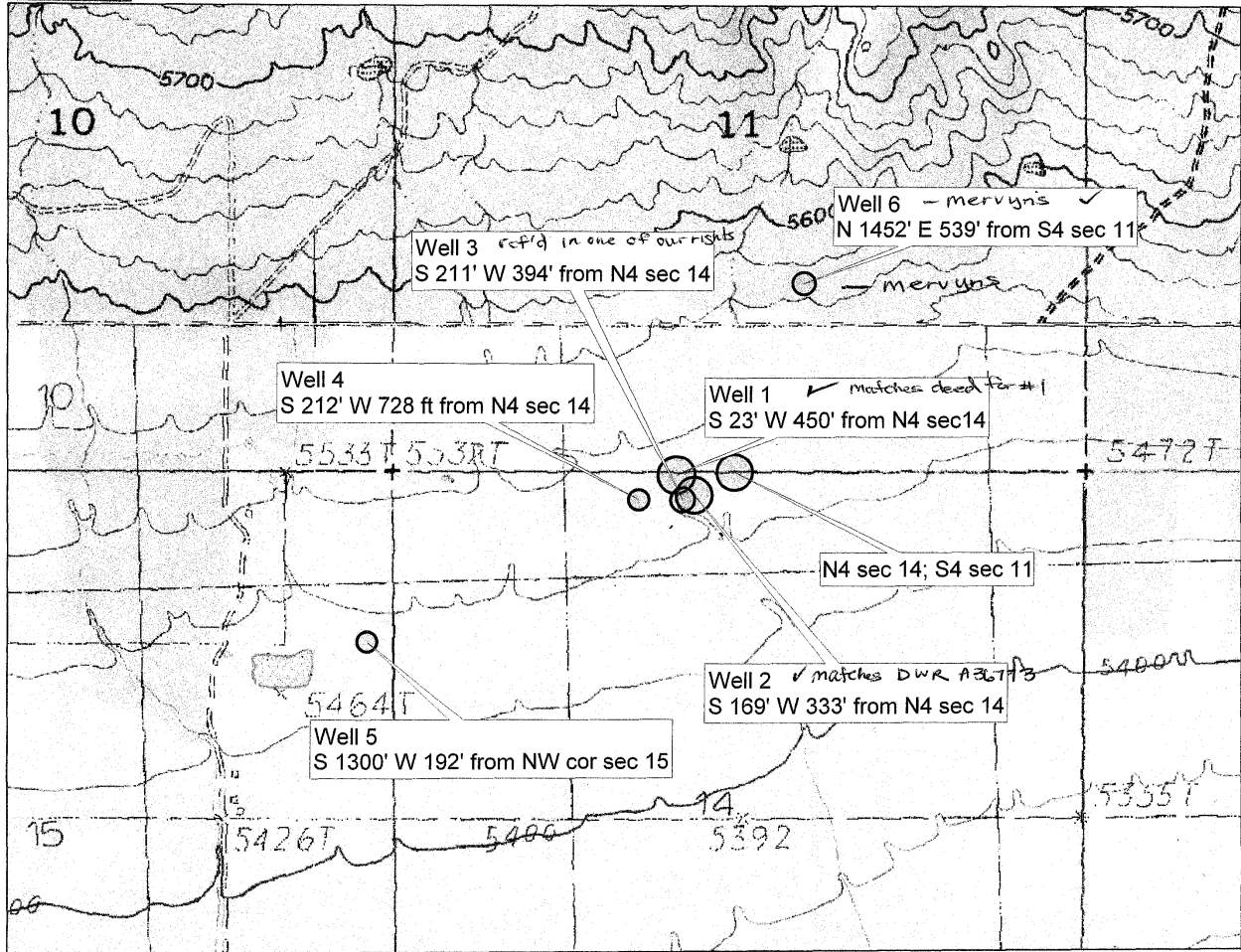
NATURE OF USE ----->

NATURE OF USE ----->
NATURE OF USE ----->
NATURE OF USE ----->

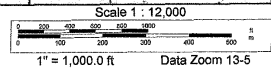
CHANGED as follows:

CHANGED as follows:
CHANGED as follows:
CHANGED as follows:

SUPPLEMENTAL to Other Water Rights: No		SUPPLEMENTAL to Other Water Rights: No	
IRR:	6.0000 acres.	USED 04/01 - 10/31	IRR: and 3.5040 Supp acres USED 01/01 - 12/31
			STK: 3.0000 Cattle or Equivalent USED 01/01 - 12/31
			DOM: 22.0000 Equivalent Domestic Units. USED 01/01 - 12/31
*****END OF DATA*****			



Data use subject to license.
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www.delorme.com



BILL OF SALE

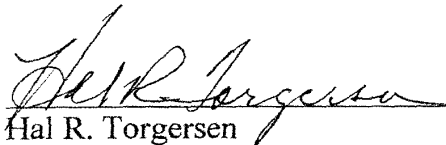
THIS BILL OF SALE is made this 8th day of April 2010 by Hal Torgersen, a Utah resident ("seller"), for the benefit of North Valley Ranches Culinary Water Corporation, a Utah nonprofit corporation having an address of 1451 E. 2000 N. P.O. Box 564, New Harmony, Utah 84757 ("Buyer").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Seller hereby sells, transfers, assigns and conveys to Buyer all of Seller's rights, title and interest to the property described in Exhibit A and B attached hereto and by this reference made a part hereof.
2. The Seller makes no representation of warranty respecting merchantability, valuation or condition of such property, but conveys all of its interest in the same.
3. Seller hereby covenants that Seller will, at any time and from time to time upon written request, execute and deliver to Buyer such documents as Buyer may reasonably request in order to fully assign and transfer to and vest in Buyer the property and other items transferred and conveyed in this Bill of Sale.
4. This Bill of Sale shall be binding upon and inure to the benefit of the successors and assigns of Buyer and Seller.
5. The covenants, warranties and representations of Seller contained herein shall survive the execution and delivery of this Bill of Sale and any deed conveying any real property.
6. **This Bill of Sale shall be governed by, interpreted under and construed in accordance with the laws of the State of Utah.**

IN WITNESS WHEREOF, Seller has executed this Bill of Sale and Assignment as of the date set forth above.

SELLER:



Hal R. Torgersen

EXHIBIT A

1. 8 inch water well (water right 81-4219) located South 23 feet, West 450 feet from the N $\frac{1}{4}$ corner of Section 14 Township 385, Range 13 West, SLB&M. WELL ID: 18296
2. 8 inch water well (water right 81-4219) located South 23 feet, West 350 feet from the N $\frac{1}{4}$ corner of Section 14, Township 385 Range 13 West SLB&M.
3. Water distribution system including 150,000 gal. concrete storage Tank, 2 miles of 8 inch distribution pipe including valves, hydrants, pumps, well house with its electrical controls and appurtenances.

BILL OF SALE

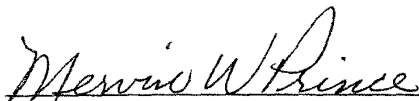
THIS BILL OF SALE is made this 8th day of April 2010 by Prince Enterprises, LLC, a Utah Limited Liability company ("seller"), for the benefit of North Valley Ranches Culinary Water Corporation, a Utah nonprofit corporation having an address of 1451 E. 2000 N. P.O. Box 564, New Harmony, Utah 84757 ("Buyer").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Seller hereby sells, transfers, assigns and conveys to Buyer all of Seller's rights, title and interest to the property described in Exhibit A attached hereto and by this reference made a part hereof.
2. The Seller makes no representation of warranty respecting merchantability, valuation or condition of such property, but conveys all of its interest in the same.
3. Seller hereby covenants that Seller will, at any time and from time to time upon written request, execute and deliver to Buyer such documents as Buyer may reasonably request in order to fully assign and transfer to and vest in Buyer the property and other items transferred and conveyed in this Bill of Sale.
4. This Bill of Sale shall be binding upon and inure to the benefit of the successors and assigns of Buyer and Seller.
5. The covenants, warranties and representations of Seller contained herein shall survive the execution and delivery of this Bill of Sale and any deed conveying any real property.
6. **This Bill of Sale shall be governed by, interpreted under and construed in accordance with the laws of the State of Utah.**

IN WITNESS WHEREOF, Seller has executed this Bill of Sale and Assignment as of the date set forth above.

SELLER:



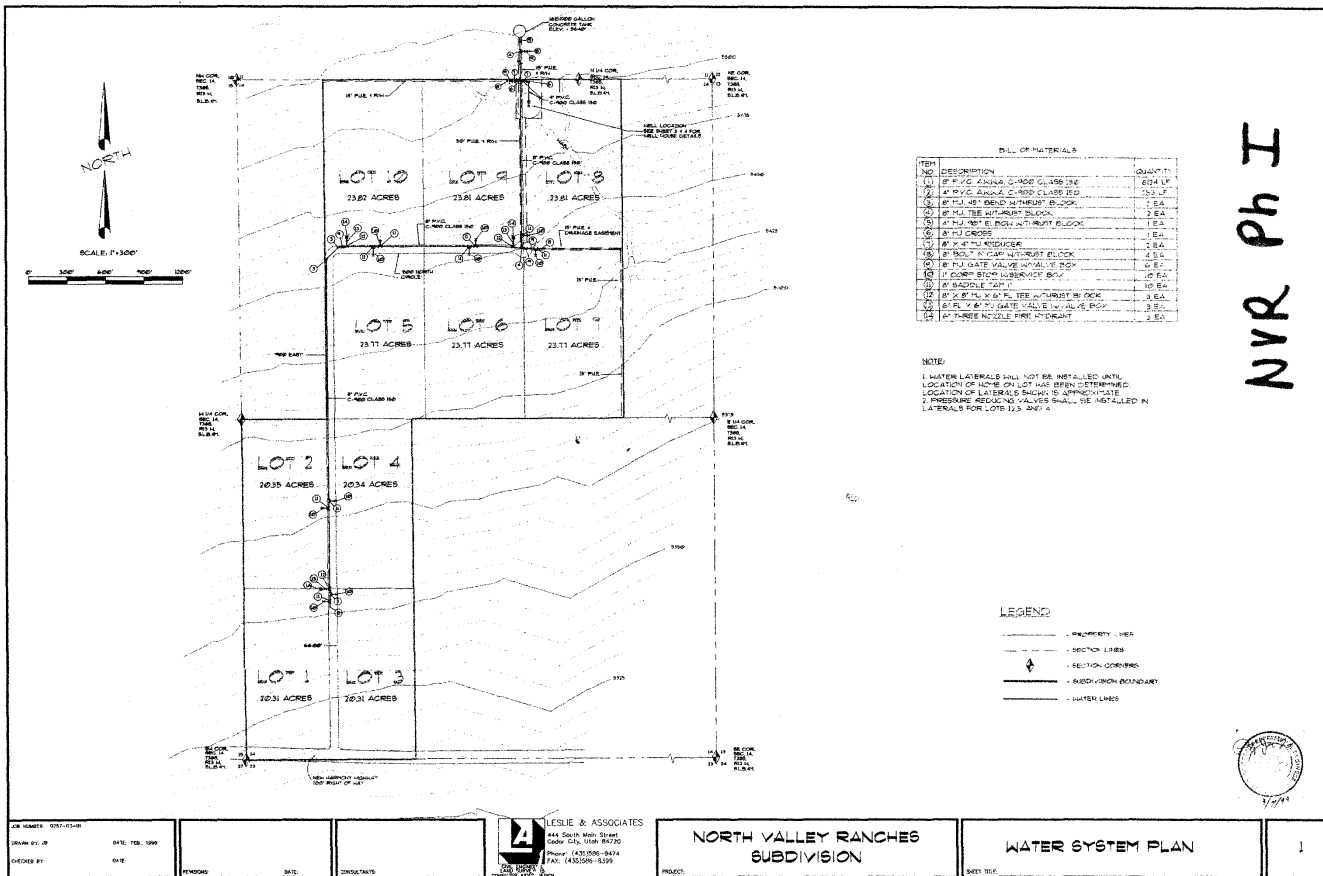
Mervin W. Prince
Manager of Prince Enterprises

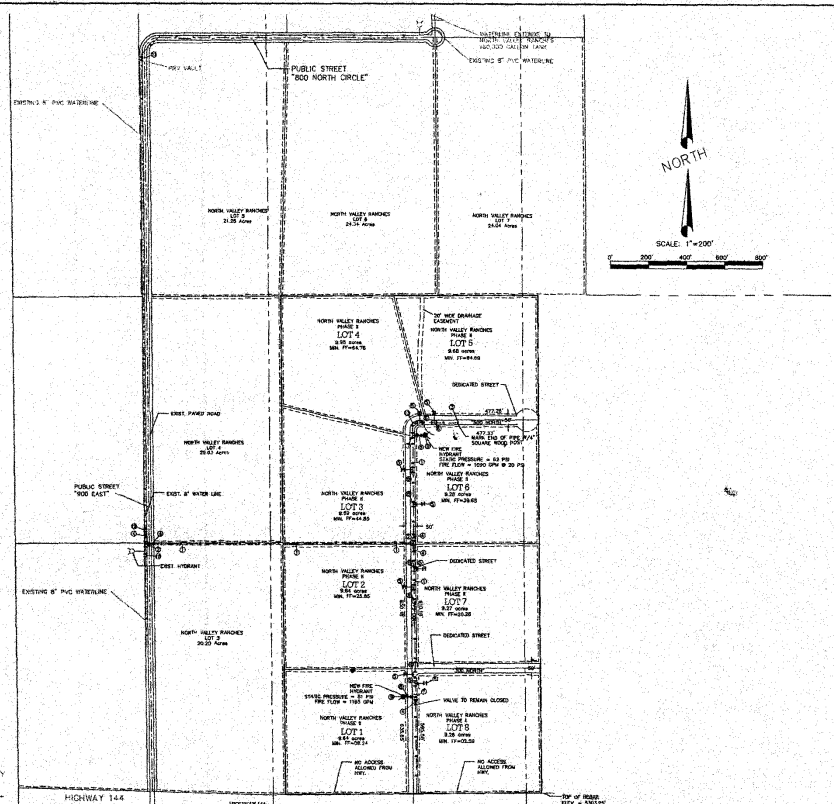
EXHIBIT A (Mervin Prince)

1. Water well #35464, water right #81-4604 located at N 1452 E 539 from the S4 corner of section 11 township 38 S, range 13 W, SLB&M
2. Water system 27086 including 140,000 gallon steel tank, a booster pump station with two 7 ½ HP pumps. 4,400 feet of 8 inch distribution pipe including valves, hydrants and appurtenances. Also, including 1,320 feet of 6" connecting pipe from the well.

APPB

NVR Ph I





- LEGEND:**
- EXISTING PUBLIC UTILITY EASEMENT
 - LOT LINES
 - P.W. LINES & FULL LINES
 - NEW LINES
 - EXISTING HYDRANT
 - EXISTING WATER LINES
 - EXISTING HYDRANT
 - NEW HYDRANT
 - NEW AND EXISTING ROADS

SUBDIVISION NOTES:

1. SUBDIVISION COMPILED 2/24/04 BY JRS

WATER SYSTEM NOTE:

1. WATER LINES WILL NOT BE INSTALLED UNTIL LOCATION OF LOTS IS SET AND BOUNDARIES LOCATED SHOWN FOR LATERALS & LATERALS

BILL OF MATERIALS

ITEM NO.	DESCRIPTION	QUANTITY
1	8" P.V.C. A.W.W.A. C-900 CLASS 150	3,500 LF
2	8" P.V.C. W/THRUST BLOCK	2 EA
3	8" P.V.C. IN CAP W/THRUST BLOCK	1 EA
4	8" P.V.C. X M.I. GATE VALVE W/VALVE BOX	3 EA
5	8" P.V.C. STOP W/SERVICE BOX	8 EA
6	8" SADDLE TAP	1 EA
7	8" X 8" M.I. X 8" P.V.C. W/THRUST BLOCK	3 EA
8	8" P.V.C. X M.I. GATE VALVE W/VALVE BOX	2 EA
9	8" P.V.C. THROTTLE VALVE W/THRUST	2 EA
10	8" P.V.C. X M.I. ADAPTER	1 EA
11	8" P.V.C. COMPLETE PER DETAILS 1/P-3 AND 2/P-3	1 EA
12	8" S.W.D. SLEEVE	1 EA
13	8" M.I. S.W. SLEEVE W/ THRUST BLOCK	1 EA

NVR PH II



PREPARED BY: JRS CHECKED BY: JRS DATE: 8/15/04 REVISIONS:		DESIGNED BY: JRS CHECKED BY: JRS DATE: 8/15/04 REVISIONS:		PROJECT: NORTH VALLEY RANCHES PHASE II SEC. 14, T38S, R13W, S1E, B&M		SHEET: PHASE II WATER SYSTEM PLAN P-1	
--	--	--	--	---	--	--	--

Utah Business Search - Details

NORTH VALLEY RANCHES CULINARY WATER CORPORATION

Entity Number: 5996493-0140

Company Type: Corporation - Domestic - Non-Profit

Address: 1451 E 2000 NORTH PO BOX 905 NEW HARMONY, UT 84757

State of Origin:

Registered Agent: KRISTINE KAY NORTON

Registered Agent Address:

1451 E 2000 NORTH PO BOX 905 NEW HARMONY UT 84757

Status

Status: Active  as of 10/03/2001

Renew By: 10/03/2011

Status Description: Good Standing

Employment Verification: Not Registered with **Verify Utah**

History

Registration Date: 10/03/2001

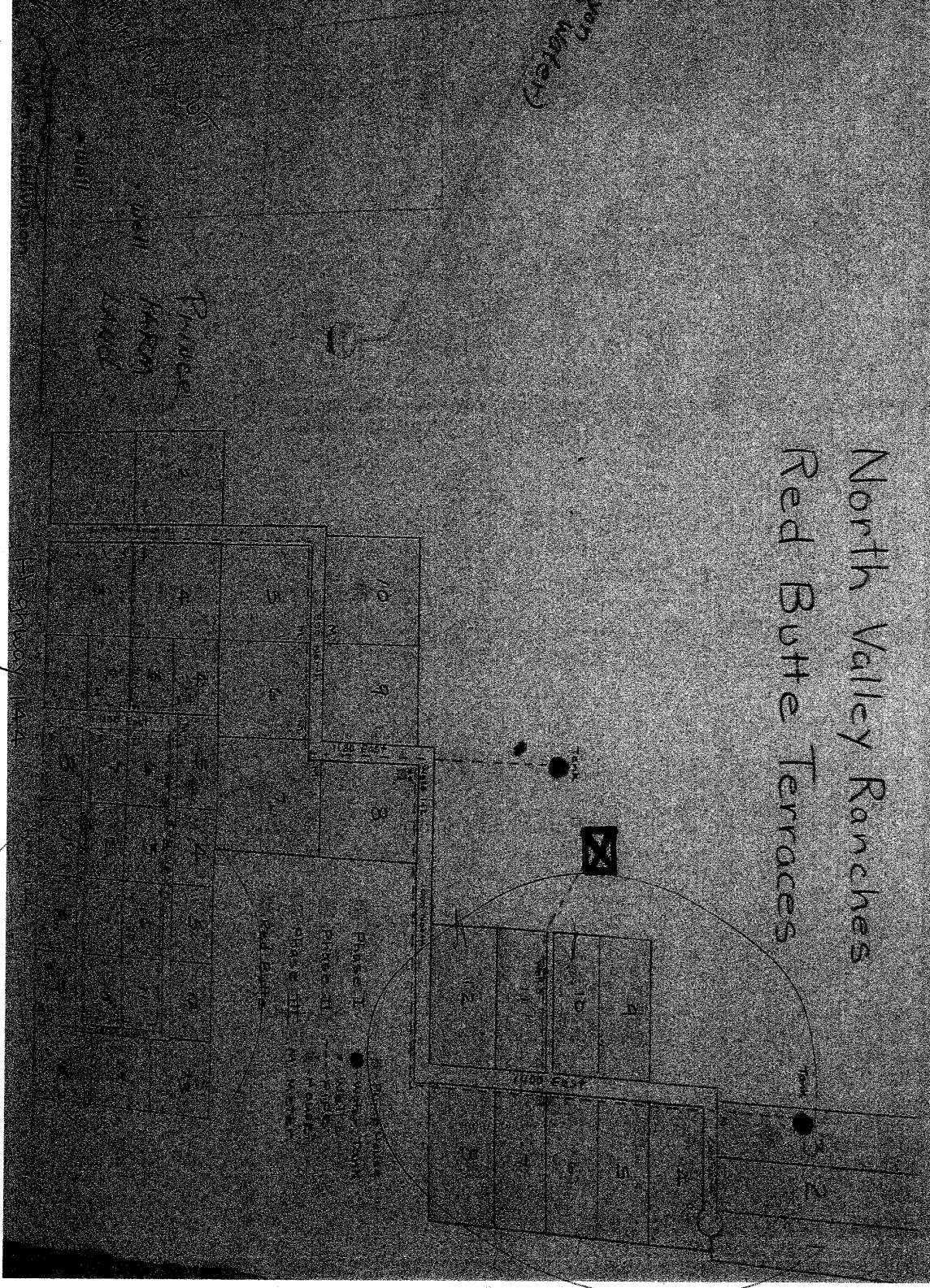
Last Renewed: 08/19/2010

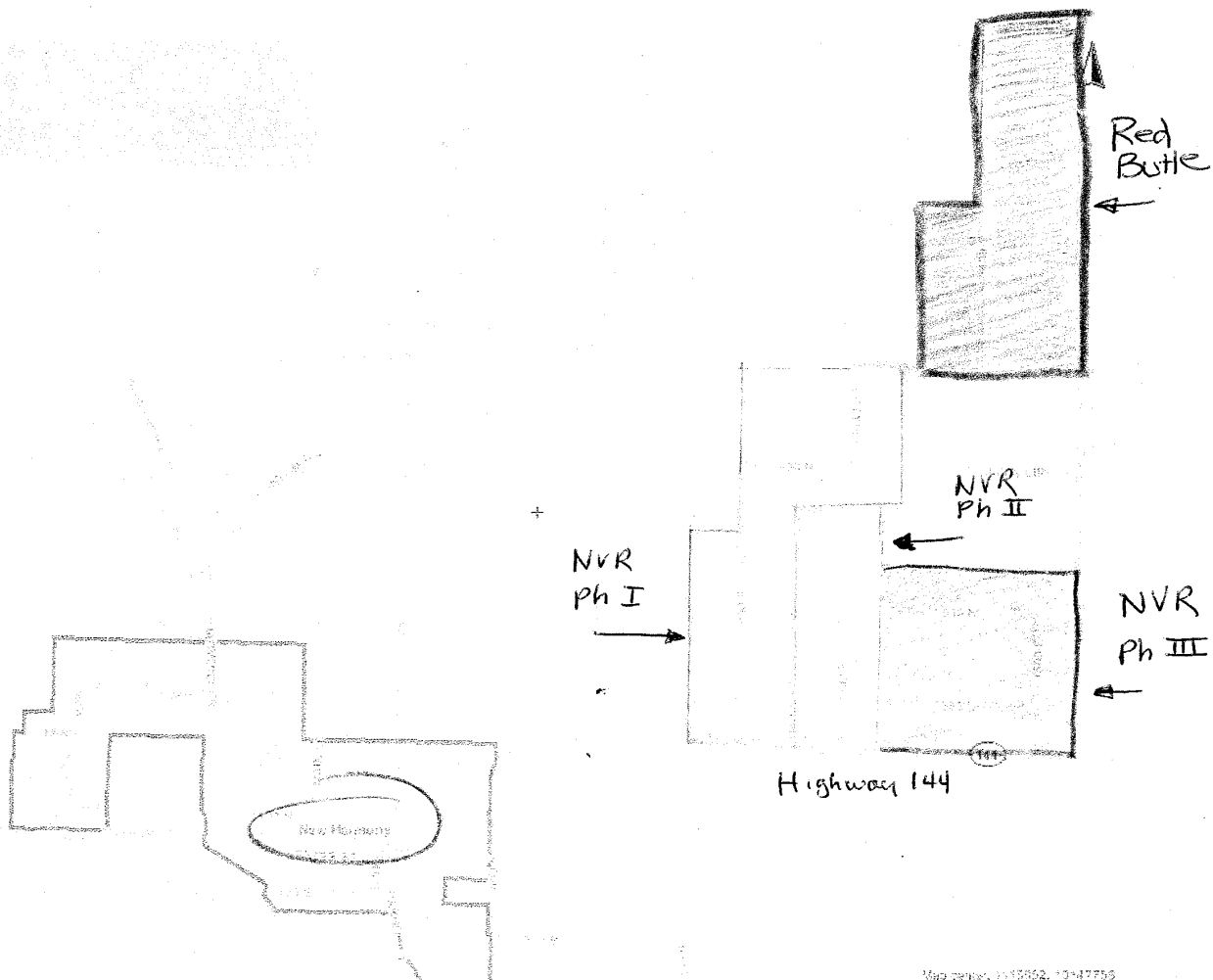
Additional Information

NAICS Code: 2213 **NAICS Title:** 2213-Water, Sewage and Other Systems

North Valley Ranches Red Butte Terraces

Elve (Surface Water)
(Canyon Water)





Map center: 115852, 1047755