

From: Willow Creek Water Company  
14015 North 400 West  
Beaver Dam, Utah 84306

To: the Public Service Commission of Utah  
Heber M. Wells Building,  
160 East 300 South  
Salt Lake City, Utah 84145-0585

<b>BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH</b>	
<b>IN THE MATTER OF THE APPLICATION OF WILLOW CREEK WATER COMPANY FOR GENERAL RATE INCREASE</b>	<b>APPLICATION FOR GENERAL RATE INCREASE</b>  Docket No.

Willow Creek Water Company Willow Creek), hereby applies to the Utah Public Service Commission ("Commission"), pursuant to Utah Code Annotated §54-7-12, for an order approving a general rate increase as set forth herein. In support of this Application, Willow Creek states as follows:

**A. Background**

1. Willow Creek is a a public utility supplying culinary water service solely within the High Country Estates and Spring Ridge Subdivisions, Box Elder County and Cache County, Utah (Subdivisions).
2. Willow Creek currently serves 22 connections, with another 74 unconnected lots on standby witJ:Pn its service area. Willow Creek's principal place of business is located at 14015 North 400 West, Beaver Dam, Utah.

3. On July 2, 2009 Willow Creek was granted a certificate of public convenience and necessity, Certificate Number 2506, to operate as a water corporation providing culinary water solely within the High Country Estates and Spring Ridge Subdivisions, Box Elder County, Utah.
  
4. Willow Creek's Tariff was issued with an effective date of April, 2009.
  
5. Willow Creek's requested general rate increase will allow Willow Creek to operate at a net gain, meet all current obligations, be self-sustaining, and build capital reserves for future repairs and replacement of capital facilities. The following requested rate increase is necessary, just and reasonable:

<b>Current Rates</b>		<b>Requested Rates</b>	
<b>Residential:</b> Fixed System Fees, Maximum of 293,274 gallons per YEAR	\$38	This includes 12,000 gallons per MONTH	\$49
<b>Residential:</b> Usage per 1,000 gallons over 293,274 gallons per YEAR	\$1	<b>Residential:</b> Usage per 1,000 gallons over 12,000 gallons per MONTH	\$1.50
<b>Commercial:</b> Fixed System Fees, Maximum of 293,274 gallons per YEAR	\$38	This includes 12,000 gallons per MONTH	\$49
<b>Commercial:</b> Fixed System Fees, Maximum of 293,274 gallons per YEAR	None	<b>Residential:</b> Usage per 1,000 gallons over 12,000 gallons per MONTH	\$1.50
Standby Fee	None		\$24.40
Connection Fee (1")	\$5,000		\$5,000
Connection Fee (2")	None		\$5,000
Turn On Fee (with Meter in place)	\$150		\$900
Turn Off Fee	None		\$150
Transfer of Ownership Fee	None	Single Connection Fee	\$300
Unwarranted Service Call	None	Hookup Fee	\$60
Fire Hydrant (deposit)	None	Turn On Fee	\$100
Late Fee	None	Late Fee	\$15

6. Willow Creek's requested interim rate increase is justified and reasonable, and will allow Willow Creek to operate at a net gain, meet current obligations, be self-sustaining, and build capital reserves for future repairs and replacement of capital facilities, until the Commission can issue a final order in the general rate case.

7. All information and data supporting the requested interim rates are set forth in more detail in the worksheets and exhibits attached to and made a part of the Application for General Rate Increase, which are incorporated herein by reference in their entirety.

**WHEREFORE**, for good cause shown, Willow Creek respectfully requests that the Commission:

1. Enter an order approving Willow Creek Corporation's Application for Interim Rate Increase no later than 45 day from the date of this Application.

Respectfully submitted this *'-S* day of ~~-----~~-----,-----,

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\_\_\_\_\_  
Name and Title

*V. P.*

From: Willow Creek Water Company  
14015 North 400 West  
Beaver Dam, Utah 84306

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<b>BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH</b>	
<b>IN THE MATTER OF THE APPLICATION OF WILLOW CREEK WATER COMPANY FOR GENERAL RATE INCREASE</b>	<b>APPLICATION FOR INTERIM RATE INCREASE</b>  Docket No.

Willow Creek Corporation ("Willow Creek" or "Company"), hereby applies to the Utah Public Service Commission ("Commission"), pursuant to Utah Code Annotated §54-7-12(4)(a), for an order approving an interim rate increase as proposed in the revised rate schedule set forth below. In support of this Application, Willow Creek states as follows

1. Willow Creek has filed concurrently with this Application for an Interim Rate Increase, an Application for General Rate Increase to increase the rates charged to Willow Creek's connected and standby customers necessary to generate sufficient revenue to meet the ongoing expenses and obligations of Willow Creek.

2. The new rates proposed by the general rate case will become effective only after "issuance of a final order by the Commission concerning the proposed increase." *See* Utah Code Ann. § 54-7-12(2)(e).

3. However, Utah Code Ann. section 54-7-12(4)(a)(i) authorizes the Commission to "allow any rate increase . . . proposed by a public utility, or a reasonable part of the rate increase . . . , to take effect on an interim basis within 45 days after the day on which the request is filed, subject to the Commission's right to order a refund or surcharge."

4. Willow Creek's current rates, in its currently approved Tariff, are insufficient to meet its monthly ongoing operating expenses, and are insufficient to sustain Willow Creek's operations until the Commission can issue a final order in the general rate case. Willow Creek is currently operating at a net loss each month, and is not collecting or setting aside necessary reserves for future replacement or repair of capital infrastructure. Therefore, Willow Creek has an immediate need for approval of interim rates until the Commission can issue an order on the Application for General Rate Increase.

5. Pursuant to Utah Code Ann. section 54-7-12(4)(a), Willow Creek hereby requests that the Commission allow the rate increase proposed in the Application for General Rate Increase to take effect no later than 45 days after the date of the filing of this Application for Interim Rate Increase. The requested interim rates are as follows:

Current Rates		Requested Rates	
<b>Residential:</b> Fixed System Fees, Maximum of 293,274 gallons per YEAR	\$38	This includes 12,000 gallons per MONTH	\$49
<b>Residential:</b> Usage per 1,000 gallons over 293,274 gallons per YEAR	\$1	<b>Residential:</b> Usage per 1,000 gallons over 12,000 gallons per MONTH	\$1.50
<b>Commercial:</b> Fixed System Fees, Maximum of 293,274 gallons per YEAR	\$38	This includes 12,000 gallons per MONTH	\$49
<b>Commercial:</b> Fixed System Fees, Maximum of 293,274 gallons per YEAR	None	<b>Residential:</b> Usage per 1,000 gallons over 12,000 gallons per MONTH	\$1.50
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Fire Hydrant (deposit)	None	Turn On Fee	\$100
Late Fee	None	Late Fee	\$15

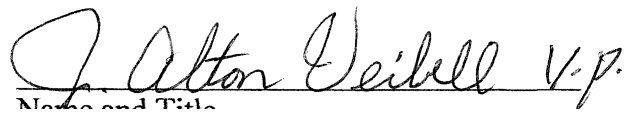
6. Willow Creek has also filed concurrently herewith an Application for Approval of Interim Rates, pursuant to Utah Code Ann. § 54-7-12(4).

7. This Application for General Rate Increase substantially complies with the minimum filing requirements established by the Commission in Utah Admin. Code R746-700-10, R746-700-50, and R746-700-51 for a general rate case

**WHEREFORE**, for good cause shown, Willow Creek respectfully requests that the Commission:

1. Enter an order approving Willow Creek Corporation's Application for Interim Rate Increase no later than 45 day from the date of this Application.

Respectfully submitted this *A<sup>th</sup>* day of **04-LI.**, 2013

  
Name and Title



TariffNo. 2

**WILLOW CREEK WATER COMPANY**

**RATESANDFEESCHEDULE  
AND  
RULES AND REGULATIONS**

**TARIFFNO. 2**

Effective Date: January 01,2013

Docket Number: 12-066-04

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WATER SERVICE RATES AND FEE SCHEDULE (TariffNo.2)

Each user has the Maximum of 293,274 gallons per year

Meters will be read April 1st through October 31st

OVERAGE CHARGE WILL BE ASSESSED ON USAGE OVER 12,000 GALLONS PER MONTH

DISCRIPTION	AMOUNT
Residential System Expense (First 12,000 gallons)	\$49.00
USAGE PER 1,000 GALLONS OVER 12,000 GALLONS-----	\$1.50
STAND BY FEES* -----	\$24.40
Commercial (includes 12,000 gallons per month)-----	--\$49.00
Commercial (over 12,000 gallons per 1,000 gallons) -----	\$1.50
Connection fee (1")-----	\$5,000.00
Connection fee (2") -----	\$5,000.00
WATER SERVICE INSTALLATION AND TURN ON FEE-----	\$900.00
TURN OFF & ON SERVICES-----	\$150.00
TRANSFER OF OWNERSHIP FEE-----	\$300.00
LATE FEE-----	\$15.00
UNWARRENTED SERVICE CALL-----	\$60.00
Fire Hydrant (Turn on fee) -----	\$100.00
Usage per 1,000 gallons -----	\$1.50
Late Fee -----	\$15.00

\* Applies to lots where service mains are in place and where water service is Available, but no water service has been connected and no water service is used; Or where water service has been disconnected by the Company at the request of the customer; or involuntarily by the Company after proper notice to the Customer.

Effective Date: \_\_\_ \_\_\_ \_\_\_ 2013

Docket No. \_\_\_ \_\_\_ \_\_\_

**RULES AND REGULATIONS**

1. **Service Connections.** Any person desiring to obtain water service from the Company shall make application to the Company in writing. As a condition of application approval, an applicant shall pay the Tum-on Fee. Additionally, as a condition of receiving water service, a Customer shall pay the Connection Fee for all first time water connections. The Connection Fee includes a meter, meter box, a cover, and a valved service line to the property line, all of which shall remain the sole and exclusive property of the Company. The meter and meter box will be located as directed by the Company. Any excavation and installation shall be made by the Company from the main line in the street to three (3) feet beyond the meter. The Connection charges shall apply to all new connections.
2. **Connections.** No unauthorized person shall tap any water main or distribution pipe of the Company or insert therein any corporation cock, stop cock or any other fixture or appliance or alter or disturb any service pipe, corporation stop, curb stop, gate valve, hydrant, water meter or any other attachment, being part of the waterworks system and attached thereto. No person shall install any water service pipe or connect or disconnect any such service pipe with or from the mains or distribution pipes of said waterworks system, nor with or from any other service pipe now or hereafter connected with said system, nor make any repairs, additions to, or alterations of any such service pipe, tap, stop cock, or any other fixture or attachments connected with any such service pipe, without first obtaining a permit from the Company. All materials used and the installation thereof in the conveyance of Company water shall comply with the Utah Department of Environmental Quality standards and specifications.
3. **Service Line.** A service line is defined as all water system facilities installed between the Customer unit and the meter. All service line materials and installation shall be provided and paid for by the applicant, except that the meter, meter box, and meter cover shall in all instances be installed and owned by the Company. A shut-off valve shall be provided by the Customer on each service line, in an accessible location separate from the water meter box. Installation of a service line shall be inspected and approved by the Company before the service line trench is backfilled.
4. **Application for Permit.** A permit shall be obtained from the Company before any service connection can be made to any part of the waterworks system or before any work performed can be performed upon old or new connections. Such permit shall be issued only upon written application on forms obtainable from the Company. Applicants for water service shall furnish, lay and install at their own expense, all that portion of the service not provided by the Company, subject however, to the supervision and inspection of the Company.
5. **Metering of Service.** All water delivered by the Company to its Customers shall be metered through water meters. Meters may be checked, inspected, or adjusted at the

discretion of the Company, and shall not be opened or adjusted except by authorized representatives of the Company. Only authorized representatives of the Company shall open meter boxes to turn water service on or off except in case of emergency or when special permission is given by the Company.

6. **Meter Adjustment.** If a meter fails to register at any time, the water delivered during such a period shall be billed at the rate for the average water usage of the preceding three months. In the event a meter is found to be recording at less than 97 percent (97%) or more than 103 percent (103%) of actual, the Company may make such adjustments to the Customer's previous bill as are just and fair under the circumstances.
7. **Backflow Prevention.** All applicants requesting connection to or Customers connected to the water system shall provide, at their sole expense, any and all back-flow prevention/protection device(s) deemed necessary by the Company and to comply with the regulations and rules of the Utah Department of Environmental Quality to protect the water quality of the water system from potential back-flow incidence. All Customers, at their sole expense, shall submit annually to the Company (in the springtime and before the Customer's use of outside irrigation water) the required proof of certification of inspection of the Customer's back-flow prevention device(s).
8. **Water Use per Customer.** Unless otherwise approved by the Company, each residential connection will be entitled to use not more than 12,000 gallons of water per month and each commercial connection will be entitled to use not more than 12,000 gallons of water per month.
9. **Regulated Usage.** Whenever the Company shall determine that the amount of water available to its distribution system has diminished to such a volume that, unless restricted, the public health, safety and general welfare is likely to be endangered, the Company may prescribe rules and regulations to conserve the water supply during such emergency. Such rules and regulations may include, but shall not be limited to, the restriction to certain hours (or total prohibition) of the use of water for outdoor watering.
10. **Water Use Restriction.** The owner or occupant of any building or premises entitled to the use of water from the Company shall not supply water to any other building or premises without written permission of the Company. The owner or occupant may not use any water from the Company that is not metered.
11. **Service Turn-on and Turn-off.** Only authorized representatives of the Company shall turn water service on or off at the meter box, except in case of an emergency or when special permission is granted by the Company. Service may be turned off by the Company when so requested by the Customer, when the Customer fails to abide by these regulations, or as permitted by Utah Administrative Code R746-200-7, Termination of Service. Whenever the water is turned off at any premises, it shall not be turned on again until the Customer pays all delinquent balances owing, late charges, and reconnection fees as shown in the rate schedule.

12. **Disruption Liability.** The Company shall use reasonable diligence to provide continuous water service to its Customers, and shall make a reasonable effort to furnish all Customers with a clean, pure supply of water that meets applicable State and Federal water guidelines. The Company shall not be held liable for damages to any Customer or water user by reason of any stoppage or interruption of water service caused by scarcity of water, accidents to works, water main alterations, additions or repairs, acts of God, acts of third persons, government interference, or other unavoidable causes beyond the Company's control.
13. **Damage to Facilities.** Costs of any damage resulting from the negligence and/or failure of owner, agent or tenant to properly protect the water meter or service line related to a service connection, or other facilities of the Company installed upon premises supplied with water, including but not limited to vandalism, fire, freezing, or construction work, shall be assessed against such Customer, owner, applicant, agent or tenant. No Customer or person shall tamper with or remove the meter, or interfere with the reading thereof.
14. **Reading of Meters.** All meters shall be read by the Company at least once every two (2) months, weather permitting, and charges shall be based upon meter readings except as provided for in paragraph 6 above. If the meters are inaccessible to read, for example during winter months, Customers shall be billed at the minimum usage amount. The actual winter usage, should it exceed the minimum usage amount during the winter months, shall be billed in total on the first billing which shows the first meter reading taken in the calendar year.
15. **Discontinuance of Service.** Any Customer wishing to discontinue service shall notify the Company at least three (3) days in advance so that the meter can be read for a final billing. Such final bill shall be due and payable upon receipt.
16. **Billing and Payments.** The Company shall use a billing cycle that has an interval between regular periodic billing statements of not greater than two (2) months. Bills covering the charges will be issued and shall be due within thirty (30) days after being issued. If any Customer neglects or refuses to pay a water service bill or any other obligation due to the Company within thirty (30) days from the date of issuance, the Company's employees shall have the right to go upon the premises and do such work as may be necessary to disconnect the water service. Before the service is renewed and reconnected the delinquent bill or bills shall be paid in full, or payment arrangements satisfactory to the Company shall be made, and the established tariff charge for reconnection shall be paid. The Company may contract with a third party to handle all bills, billings, and Customer payments. The Company will notify the Customers of such arrangement.

17. **Capital Reserve Accounting Requirements.** A Capital Reserve Account, targeted to equal the annual depreciation expense and annual amortization of the contribution in aid of construction of the Company's water system assets and equipment, shall be established, subject to the following:
- a. Capital reserve fees generated from rates shall be deposited into the Capital Reserve Account, which shall be a restricted account such as a separate escrow account, within thirty (30) days from receipt of payments.
  - b. Withdrawals from the Capital Reserve Account shall be made for capital replacements and improvements only.
  - c. In accordance with Utah Administrative Rule R746-401-3A, expenditures in excess of five (5) percent of total Utility Plant in Service shall require the Company to file a report with the Commission, at least thirty (30) days before the purchase or acquisition of the asset or project, and to obtain written Commission approval before transacting such acquisitions.
  - d. Upon submission of the Annual Report to the Public Service Commission, the Company shall also provide a separate accounting of the Capital Reserve Account consisting of monthly bank statements encompassing the entire calendar year showing a series of deposits made within thirty (30) days from the receipt of rate payments for each billing cycle and withdrawals that meet requirements 17.a, b and c above. Such detailed accounting, including copies of bank statements and possible other sensitive information, shall be marked as "confidential."
  - e. The balance in the Capital Reserve Account shall be clearly identifiable in the financial statements as a restricted account.
  - f. In identifying a qualifying expenditure for replacement or improvements that may be made from the Capital Reserve Account, the Company shall consider the following guidelines:
    - i. Capital improvements are typically high cost items with long service lives, including, but not limited to, the distribution pipe main lines, storage reservoirs, wells, and surface water intakes. Expenditures that qualify as capital expenditures are those that extend the life of an asset, enhance its original value with better quality materials or system upgrades, or replace such assets.
    - ii. Capital improvements do not include minor expenses such as repair clamps, inventory parts and fittings, spare pieces of pipe kept to facilitate repairs, small tools, maintenance supplies such as paint or grease, service contracts, and other day-to-day supplies. Expenses for these items are properly classified as "operating and maintenance" expenses.
    - iii. Additionally, it is not appropriate to use Capital Reserve Account funds received from existing Customers for system expansion, that is, to extend main lines to serve new areas or new Customers or to install new services. Funds for the expansion of the system should come from new development,

impact fees, connection fees, assessments or other sources so that those benefiting from the improvement contribute the funds for its construction.

- g. In the event any payment from a Customer is a partial payment of any given billed invoice by the Company, that payment shall be used first to cover the fixed and variable expenses, and then to cover the Capital Reserve Fee. A reconciliation, clearly indicating the circumstances surrounding those instances when the Capital Reserve Account was not fully funded, shall be provided by the Company with the detailed 'annual accounting' of the Capital Reserve Account.
  - h. The Company shall list the Customer's charge for payment to the Capital Reserve Account as a separate line item ("Capital Reserve Fee") in each billing statement.
  - i. Interest accruing on funds held in the Capital Reserve Account shall become a part of the Capital Reserve Account and can only be used in accordance with this paragraph 17.
18. **Changes and Amendments.** The Company reserves the right to change, amend or add to these Rules and Regulations as experience may show it to be necessary and as such amendments or changes are approved by the Utah Public Service Commission.
19. **Special Assessments.** The Company reserves the right to levy special assessments as necessary to pay for or reimburse the Company for expenses attributed to emergency or necessary waterworks system improvements, maintenance, or repairs, subject to all necessary approvals of such special assessments by the Public Service Commission.



REGULATION A

FACILITY EXTENSION POLICY

- A1. **Definition.** An extension is any continuation of, or branch from, the nearest available existing water distribution line of the Company, including any increase of capacity of an existing line and/or existing supply and/or existing storage to meet the Customers' requirements.
- A2. **Costs.** The total cost of extensions including engineering, labor, and materials shall be paid by the applicants or as agreed upon between the applicant and the Company as decided by the Company at the Company's sole discretion for such extensions. If, because of the extension and the addition of applicants as Customers, additional water rights, pumps, storage, or other water plant must be acquired, the Company may require the applicants to pay these costs. Where more than one Customer is involved in an extension the costs shall be pro-rated on the basis of the street frontage distances involved or upon such other basis as may be mutually agreed by the applicants. Sufficient valves, pressure reducing devices, fire hydrants and any other infrastructure installation mandated by the Company and/or the Utah Department of Environmental Quality must be designed to be included and installed with every installation.
- A3. **Construction Standards.** Minimum standards of the Company shall be met, which standards shall also comply with the standards of the Utah State Division of Drinking Water. Pipe sizes shall be designated by the Company. The pipeline shall be installed only along dedicated streets, highways or within utility easements, unless otherwise approved in writing by the Company.
- A4. **Ownership:** Completed facilities and water rights shall be owned, operated, and maintained by the Company, including and through meters as detailed in the Tariff Rules and Regulations. The Company shall then bear the ongoing costs of normal operation and maintenance of the supply, storage and delivery infrastructure of the extension to the Company's system
- A5. **Temporary Service:** A permit shall be obtained from the Company before any temporary service connection can be made to any part of the waterworks system or before any work can be performed upon old or new connections. The Customer will pay the total cost for the installation and removal of any service extension of a temporary nature. Such costs will be estimated and paid before work is begun on the extension. All work shall comply with the Company's rules and regulations and meet the minimum standards of the Utah Department of Environmental Quality.

**REGULATIONB**

**DEPOSITS AND GUARANTEES**

- B1. **Security Deposits.** A security deposit is required of all Customers, without discrimination, to assure payment of bills. Such deposits shall cover the base water rate for a minimum of sixty (60) days or \$200.00, whichever is greater. The security deposit may be waived if the Customer can provide one (1) of the following:
- a. A letter of credit from another utility company (minimum of twelve (12) months previous service), with no delinquent charges in twelve (12) months, no return payment charges, no disconnections for non-payment, and no bankruptcies or liens filed.
  - b. Third-party guarantees in lieu of security deposits shall be permitted from qualified guarantors. The Company shall consider a guarantor of residential service qualified if the guarantor is a current Customer of the Company and has not received a 10-day written notice of disconnection within the last twelve (12) months.
- B2. **Installments.** When a security deposit is required, the Customer shall have the right to pay the deposit in three (3) equal monthly installments if the first installment is paid when the deposit is required.
- B3. **Return of Deposits.** The deposit paid, plus accrued interest, is eligible for return to the Customer after the Customer has paid the bill on time for twelve (12) consecutive months. Deposits shall earn interest at the then established bank saving rate of the Company's banking institution. The company shall provide to the Customer a bank statement summarizing the interest earned on the Customer's deposit account.

**REGULATION C****ELIGIBILITY FOR SERVICE**

- C1. **Eligibility for Service:** Residential water service is conditioned upon payment of deposits, where required, and upon payment of any outstanding debts for past utility service which are owed by the applicant to the Company. Service may also be denied when unsafe conditions exist, when the applicant has furnished false information to get water service, or when the applicant/Customer has tampered with Company-owned equipment, such as meters and lines. An applicant is ineligible for service if at the time of application, the applicant is cohabiting with a delinquent account holder, whose utility service was previously disconnected for non- payment, and the applicant and delinquent account holder also cohabited while the delinquent account holder received the Company's service, whether the service was received at the applicant's present address or another address.
- C2. **Customer's Statement of Rights and Responsibilities.** The Company will provide a copy of the "Customer's Statement of Rights and Responsibilities" when water service is extended to an account holder, annually, and upon first notice of an impending service disconnection.
- C3. **Shared Meter or Appliance.** In rental property where one meter provides service to more than one unit or where appliances provide service to more than one unit or to other occupants at the premises, and this situation is known to the Company, the Company will recommend that service be in the property owner's name and the property owner be responsible for the service. However, a qualifying applicant will be allowed to put service in their own name provided the applicant acknowledges that the request for services is entered into willingly, and such applicant has knowledge of the account responsibility.

**REGULATION D****BILLING**

- D1. Billing Cycle.** The Company shall use a billing cycle that has an interval between regular periodic billing statements of not greater than two (2) months.
- D2. Meter Reading.** If a meter reader cannot gain access to a meter to make an actual reading, the Company shall take appropriate additional measures in an effort to get an actual meter reading. These measures shall include, but are not limited to, scheduling of a meter reading at other than normal business hours, making an appointment for meter reading, or providing a prepaid postal card with a notice of instruction upon which an account holder may record a meter reading. If after two (2) regular route visits, access has not been achieved; the Company will notify the Customer that arrangements need to be made to have the meter read as a condition of continuing service.
- D3. Periodic Billing Statement.** Except when a residential utility service account is considered uncollectible or when collection or termination procedures have been started, the Company shall mail or deliver an accurate bill to the account holder for each billing cycle at the end of which there is an outstanding debit balance for current service, a statement which the account holder may keep, setting forth each of the following disclosures to the extent applicable:
- a. the outstanding previous balance in the account at the beginning of the current billing cycle;
  - b. the amount of current service charges debited to the account during the current billing cycle;
  - c. the amount of payments made to the account during the current billing cycle;
  - d. the amount of credits other than payments to the account during the current billing cycle;
  - e. the amount of late payment charges debited to the account during the current billing cycle;
  - f. the closing date of the current billing cycle and the outstanding balance due in the account on that date;
  - g. a listing of the statement due date by which payment of the new balance must be made to avoid assessment of a late charge;
  - h. a statement that a late charge, expressed as an annual percentage rate and a periodic rate, may be assessed against the account for late payment; and
  - i. the following notice: "If you have any questions about this bill, please call the Company."
- D4. Late Charge.** The Company shall charge a late fee at the amount consistent with this Tariff for each billing period where there exists a prior balance owing on a Customer's account by following the procedures set forth in Regulation F: Termination of Residential Service.

- D5. **Statement Due Date.** Bills covering charges shall be due on the first of the month after the date the current bill was prepared. An account holder shall have thirty (30) days from the date the current bill was prepared to pay the new balance, which date shall be the statement due date.
- D6. **Disputed Bill.** In disputing a periodic billing statement, a Customer shall first try to resolve the issue by discussion with the Company's personnel. The Company's personnel shall investigate the disputed issue and shall try to resolve that issue by negotiation. If the negotiation does not resolve the dispute, the account holder may obtain an informal review by contacting the Division of Public Utilities and a formal review with the Utah Public Service Commission. While an account holder is proceeding with either an informal or formal review of a dispute, no termination of service shall be permitted if amounts not disputed are paid when due.
- D7. **Unpaid Bills.** When transferring unpaid bills from inactive or past accounts to active or current accounts the following limitations shall apply:
- a. The Company may only transfer bills between similar classes of service, such as residential to residential, not commercial to residential.
  - b. Unpaid amounts for billing cycles older than four (4) years before the time of transfer cannot be transferred to an active or current account.
  - c. The Customer shall be provided with an explanation of the transferred amounts from earlier billing cycles and informed of the Customer's ability to dispute the transferred amount.

**REGULATION E****DEFERRED PAYMENT**

- E1. Right to Deferred Payment Agreement.** A Customer who cannot pay a delinquent account balance on demand shall have the right to receive residential utility service under a Deferred Payment Agreement, unless the delinquent account balance is the result of unauthorized usage of, or diversion of, residential water service, in which case the use of a Deferred Payment Agreement is at the Company's discretion. The terms of a Deferred Payment Agreement shall be set forth in a written agreement entered into by both the Company and the Customer. A copy of the Deferred Payment Agreement shall be provided to the Customer.
- E2. Deferred Payment Agreement.** An applicant or Customer shall have the right to a Deferred Payment Agreement, consisting of twelve (12) months of equal monthly payments, if the full amount of the delinquent balance plus interest shall be paid within the twelve (12) months and if the Customer agrees to pay the initial monthly installment. The Customer shall have the right to pre-pay a monthly installment, pre-pay a portion of, or the total amount of the outstanding balance due under a Deferred Payment Agreement at any time during the term of the agreement. The Customer also has the option, when negotiating a Deferred Payment Agreement, to include the amount of the current month's bill plus the reconnection charges in the total amount to be paid over the term of the Deferred Payment Agreement. If a finance charge is assessed, the Deferred Payment Agreement shall contain notice of the charge.
- E3. Payment Options.**
- a. If the Company has a budget billing or equal payment plan available, it shall offer the Customer the option of:
    - i. agreeing to pay monthly bills for future residential water service as they become due, plus the monthly deferred payment installment, or
    - ii. agreeing to pay a budget billing or equal payment plan amount set by the Company for future residential water service plus the monthly deferred payment installment.
  - b. If the Company does not have budget billing or equal payment plans available:
    - i. When negotiating a deferred payment agreement, the Customer shall agree to pay the monthly bills for future residential water service plus the monthly deferred payment installment necessary to liquidate the delinquent bill.
- E4. Breach.** If a Customer breaches a condition or term of a Deferred Payment Agreement, the Company may treat that breach as a delinquent account and shall have the right to disconnect service pursuant to the termination rules, subject to the right of the Customer to seek review of the alleged breach by the Utah Public Service Commission, and the Customer shall not have the right to a renewal of the Deferred Payment Agreement. Renewal of Deferred Payment Agreement after the breach shall be at the Company's discretion.

**REGULATION F****TERMINATION OF RESIDENTIAL SERVICE**

- F1. Delinquent Account.** A delinquent account is a water service bill which has remained unpaid beyond the statement due date.
- F2. Notice.** When an account is a delinquent account, the Company, before termination of service, shall issue a written late notice to inform the account holder of the delinquent status. A late notice or reminder notice will include the following information:
- a. A statement that the account is a delinquent account and should be paid promptly;
  - b. A statement that the account holder should call the Company if he/she has a question concerning the account;
  - c. A statement of the delinquent account balance, using a term such as "delinquent account balance."

A copy of the "Statement of Customer Rights and Responsibilities" will be issued to the account holder with the first notice of impending service disconnection.

- F3. Investigation and Negotiation.** When the Customer responds to a late notice or reminder notice the Company will investigate disputed issues and try to resolve the issues by negotiation. During this investigation and negotiation, no other action shall be taken to disconnect the residential utility service if the Customer pays the undisputed portion of the account.
- F4. Reasons for Termination of Service.**
- a. Residential utility service may be terminated for the following reasons:
    - i. Nonpayment of a delinquent account;
    - ii. Nonpayment of a deposit when required;
    - iii. Failure to comply with the terms of a deferred payment agreement or a Utah Public Service Commission order;
    - iv. Unauthorized use of, or diversion of, residential utility service or tampering with wires, pipes, meters, or other equipment;
    - v. Subterfuge or deliberately furnishing false information; or
    - vi. Failure to provide access to the meter during the regular route visit to the premises following proper notification and an opportunity to make arrangements.
  - b. The following shall be insufficient grounds for termination of service:
    - i. A delinquent account, accrued before a divorce or separate maintenance action in the courts, in the name of a former spouse, cannot be the basis for termination of the current account holder's service;

- ii. Cohabitation of a current account holder with a delinquent account holder whose utility service was previously terminated for non-payment, unless the current and delinquent account holders also cohabited while the delinquent account holder received the Company's service, whether the service was received at the current account holder's present address or another address;
  - iii. When the delinquent account balance is less than \$25.00, unless no payment has been made for two (2) months;
  - iv. Failure to pay an amount in bona fide dispute before the Commission;
  - v. Payment delinquency for third party services billed by the Company, unless prior approval is obtained from the Utah Public Service Commission; and
  - vi. Complaints filed with either or both the Company or regulatory agencies.
- F5. **Restrictions upon Termination of Service During Serious Illness.** Residential utility service may not be terminated and will be restored if terminated when the termination of service will cause or aggravate a serious illness or infirmity of a person living in the residence. Upon receipt of a statement, signed by an osteopathic physician, a physician, a surgeon, a naturopathic physician, a physician assistant, a nurse, or a certified nurse midwife, as the providers are defined and licensed under Title 58 of the Utah Code, either on a form obtained from the Company or on the health care provider's letterhead stationery, which statement legibly identifies the health infirmity or potential health hazard, and how termination of service will injure the person's health or aggravate their illness, the Company will continue or restore residential utility service for the period set forth in the statement or one month, whichever is less; however, the person whose health is threatened or illness aggravated may petition the Utah Public Service Commission for an extension of time. During the period of continued service, the account holder is liable for the cost of residential utility service. No action to terminate the service may be undertaken, however, until the end of the period of continued service.
- F6. **Restrictions upon Termination of Service to Residences with Life-Supporting Equipment.** The Company will not terminate service to a residence in which the Customer or a resident is known by the Company to be using an iron lung, respirator, dialysis machine, or other life-supporting equipment whose normal operation requires continuation of the Company's service, without specific prior approval by the Commission. Account holders eligible for this protection may obtain it by filing a written notice with the Company, which notice form is to be obtained from the Company, signed and supported by a statement and specifically identifying the life-support equipment that requires the Company's service. Thereupon, the Company shall mark and identify the applicable meter.
- F7. **Termination of Service Without Notice.** The Company may terminate residential utility service without notice when, in its judgment, a clear emergency or serious health or safety hazard exists for so long as the conditions exist, or when there is unauthorized use or diversion of residential utility service or tampering with wires, pipes, meters, or other equipment owned by the Company. The Company shall immediately try to notify the Customer of the termination of service and the reasons therefor.



Effective Date: January 01, 2013.;, iV' )l CJ..t-i'fe- **Docket**

Effective Date: January 01, 2013

Docket Number: 12-066-04

- F8. **Notice of Proposed Termination of Service.** At least ten (10) calendar days before a proposed termination of residential utility service, the Company shall give written notice of disconnection for nonpayment to the Customer. The 10-day time period is computed from the date the bill is postmarked. The notice shall be given by first class mail or delivery to the premises and shall contain a summary of the following information:
- a. statement of Customer Rights and Responsibilities under existing state law and Utah Public Service Commission rules;
  - b. The Utah Public Service Commission-approved policy on termination of service for the Company;
  - c. the availability of deferred payment agreements and sources of possible financial assistance, including but not limited to State and Federal energy assistance programs;
  - d. informal and formal procedures to dispute bills and to appeal adverse decisions, including the Utah Public Service Commission's address and telephone number;
  - e. specific steps, printed in a conspicuous fashion that may be taken by the Customer to avoid termination of service;
  - f. the date on which payment arrangements must be made to avoid termination of service; and
  - g. a conspicuous statement, in Spanish, that the notice is a termination of service notice and that the Company has a Spanish edition of its Customer information pamphlet and whether it has personnel available during regular business hours to communicate with Spanish-speaking Customers.
- F9. **Personal Notification.** At least forty eight (48) hours before termination of service is scheduled, the Company will make good faith efforts to notify the account holder or an adult member of the household, by mail, by telephone or by a personal visit to the residence. If personal notification has not been made either directly by the Company or by the Customer in response to a mailed notice, the Company will leave a written termination of service notice at the residence. Personal notification, such as a visit to the residence or telephone conversation with the Customer, is required only during the winter months, October 1 through March 31. Other months of the year, the mailed 48-hour notice can be the final notice before the termination of service. If termination of service is not accomplished within fifteen (15) business days following the 48-hour notice, the Company will follow the same procedures for another 48-hour notice.
- F10. **Third-Party Notification.** The Company will send duplicate copies of 10-day termination of service notices to a third party designated by the account holder and shall make reasonable efforts to personally contact the third party designated by the account holder before termination of service occurs, if the third party resides within its service area. The Company shall inform its Customers of the third-party notification procedure at the time of application for service and at least once each year.
- F11. **Rental Property.** In rental property situations where the tenant is not the account holder, and that fact is known to the Company, the Company will post a notice of proposed



termination of service on the premises in a conspicuous place and will make reasonable efforts to give actual notice to the occupants by personal visits or other appropriate means at least five (5) calendar days before the proposed termination of service. The posted notice will contain the information specified above. This notice provision applies to residential premises when the account holder has requested termination of service or the account holder has a delinquent bill. If nonpayment is the basis for the termination of service, the Company will also advise the tenants that they may continue to receive utility service for an additional thirty (30) days by paying the charges due for the 30-day period just past.

- F12. **Termination Hours.** Upon expiration of the notice of proposed termination of service, the Company may terminate residential utility service. Except for service diversion or for safety considerations, utility service shall not be disconnected between Thursday at 4:00 p.m. and Monday at 9:00 a.m. or on legal holidays recognized by Utah, or other times the Company's business offices are not open for business. Service may be disconnected only between the hours of 9:00 a.m. and 4:00 p.m.
- F13. **Customer-Requested Termination of Service.** The Customer shall advise the Company at least three (3) days in advance of the day on which he/she wants service disconnected to his/her residence. The Company will disconnect the service within four (4) working days of the requested disconnect date. The Customer will not be liable for the services rendered to or at the address or location after the four (4) days, unless access to the meter has been delayed by the Customer.
- F14. **Non-Occupants.** A Customer who is not an occupant at the residence for which termination of service is requested shall advise the Company at least 10 (ten) days in advance of the day on which he/she wants service disconnected and sign an affidavit that he/she is not requesting termination of service as a means of evicting his/her tenants. Alternatively, the Customer may sign an affidavit that there are no occupants at the residence for which termination of service is requested and thereupon the disconnection may occur within four (4) days of the requested disconnection date.
- F15. **Restrictions Upon Termination of Service Practices.** The Company will not use termination of service practices other than those set forth in these regulations. The Company shall have the right to use or pursue legal methods to ensure collections of obligations due it.
- F16. **Reconnection of Discontinued Service.** The Company will have personnel available twenty four (24) hours each day to reconnect utility service. Service will be reconnected as soon as possible, but no later than the next generally recognized business day after the Customer has requested reconnection and complied with all necessary conditions for reconnection of service; which may include payment of reconnection charges and compliance with deferred payment agreement terms.

**REGULATION G**

**INFORMAL REVIEW, MEDIATION AND FORMAL REVIEW**

01. **Informal Review.** A Customer who is unable to resolve a dispute with the Company concerning a matter subject to Utah Public Service Commission jurisdiction may obtain informal review of the dispute by a designated employee within the Division of Public Utilities. The procedures for informal review shall be as set forth in Utah Administrative Rule R746-200-8.
02. **Mediation.** If the Company or the complainant determines that they cannot resolve the dispute by themselves, either of them may request that the Division attempt to mediate the dispute, as set forth in Utah Administrative Rule R746-200-8.
03. **Formal Review.** The Utah Public Service Commission, upon its own motion or upon the petition of any person, may initiate formal or investigative proceedings upon matters arising out of informal complaints.

**REGULATION H**

**STATEMENT OF UTILITY CUSTOMER RIGHTS AND RESPONSIBILITIES**

The Utah Public Service Commission has established rules about utility/consumer/company relationships. These rules cover payment of bills, late charges, security deposits, handling complaints, service disconnection and other matters. These rules assure Customers of certain rights and outline Customer responsibilities.

**Customer Rights.**

will:

Provide service if you are a qualified applicant.

Offer you at least one (1) 12-month deferred payment plan if you have a financial emergency.

Let you pay a security deposit in three (3) installments, if one is required.

Follow specific procedures for service disconnection, which include providing you notice postmarked at least ten (10) days before service is disconnected.

Advise you of sources of possible financial assistance in paying your bill.

Continue service for a reasonable time if you provide a physician's statement that a medical emergency exists in your home.

Give you written information about Utah Public Service Commission rules and your rights and responsibilities as a Customer under those rules.

**Customer Responsibilities.** You, the Customer will:

Use services safely and pay for them promptly.

Contact the Company when you have a problem with payment, service, safety, billing, or customer service.

Notify the Company about billing or other errors.

Contact the Company when you anticipate a payment problem to attempt to develop a payment plan.

Notify the Company when you are moving to another residence.

Notify the Company about stopping service in your name or about stopping service altogether.

Permit access for meter readers and other essential Company personnel and equipment.

To contact the Company, call the telephone number shown on your utility bill.

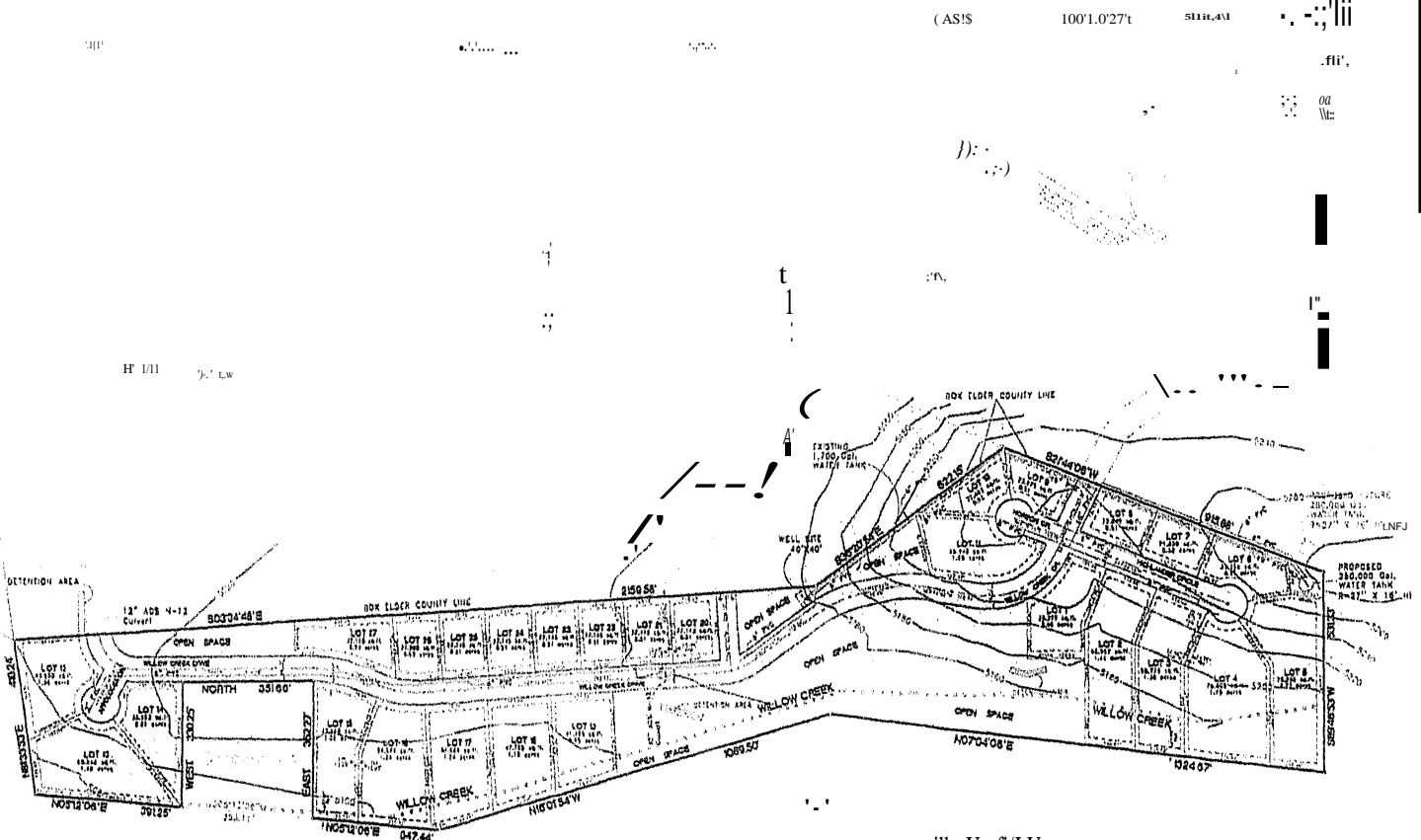
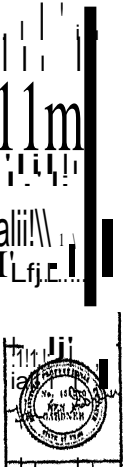
If you have a problem, call the Company first. If you cannot resolve the problem you may obtain an informal review of the dispute by calling the Utah State Division of Public Utilities Complaint Office at the following telephone number: (801) 530-7622 in Salt Lake City or (800) 874-0904 Toll Free Statewide.

HIGH COUNTRY ESTATES

PRELIMINARY MASTER PLAN  
PART OF THE EAST III OP SECTION 23  
T1N, R1W, S1B & M, U.S. SURW

BOX SLOER COUNTY, UTAH  
JULY 2006

(ASIS) 100'1.0'27' SURF

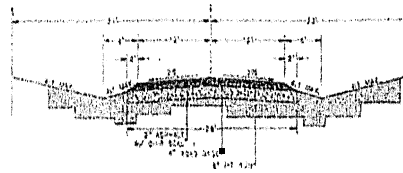


NORTH  
1/4

P.O.B.

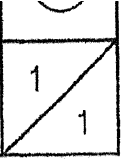


- 1 - Street name will be submitted to State Department of Transportation...
2 - Open space...
3 - Utility lines...
4 - Easements...
5 - Well site...
6 - Proposed water tank...
7 - Detention area...
8 - Willow Creek...
9 - Boundary lines...
10 - Lot dimensions...
11 - Open space dimensions...
12 - Utility easements...
13 - Well easement...
14 - Water easement...
15 - Easement along the east boundary of Section 23...
16 - Easement along the south boundary of Section 23...



CALROADS CON

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**Exhibit 'A'**

**Legal Description:**

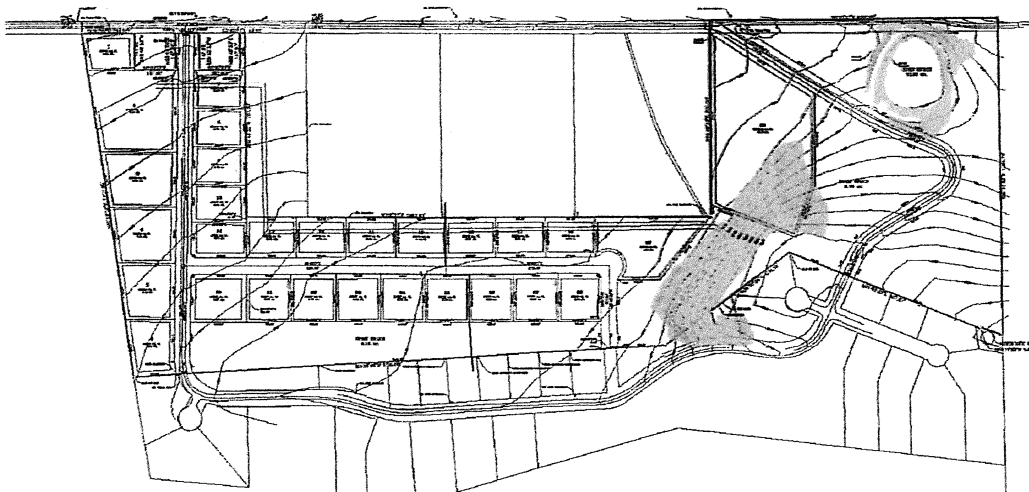
A PARCEL OF LAND LYING IN THE EAST 112 OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, COACHE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: ..

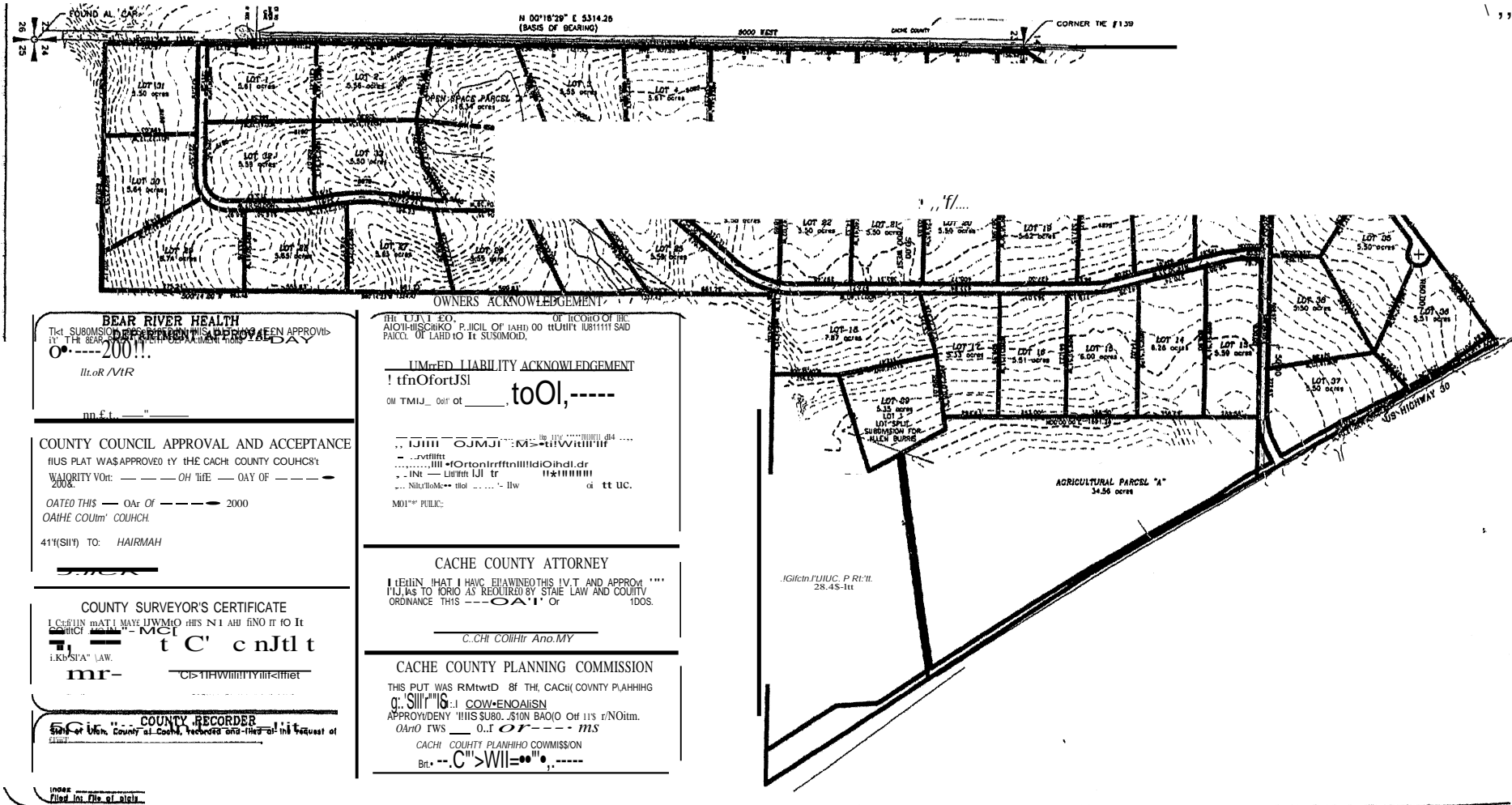
**COMMENCING AT AN EXISTING**

ALONG THE SECTION LINE; THENCE WEST 49.50 FEET TO THE POINT OF BEGINNING:

THENCE, FROM THE POINT OF BEGINNING, S 00° 10' 26" E FOR A DISTANCE OF 214.26 FEET;  
THENCE, S 89° 48' 53" W FOR A DISTANCE OF 147.60 FEET;  
THENCE, S 00° 10' 27" E FOR A DISTANCE OF 167.60 FEET;  
THENCE, N 89° 48' 56" E FOR A DISTANCE OF 147.60 FEET;  
THENCE, S 00° 10' 26" E FOR A DISTANCE OF 98.00 FEET;  
THENCE, S 41° 47' W FOR A DISTANCE OF 147.60 FEET;  
THENCE, S 00° 10' 27" E FOR A DISTANCE OF 162.80 FEET;  
THENCE, N 93° 00' E FOR A DISTANCE OF 147.60 FEET;  
THENCE, S 00° 10' 27" E FOR A DISTANCE OF 19.85 FEET;  
THENCE, S 89° 49' 33" W FOR A DISTANCE OF 750.50 FEET;  
THENCE, S 00° 10' 27" E FOR A DISTANCE OF 1883.50 FEET;  
THENCE, N 49° 33' E FOR A DISTANCE OF 800.00 FEET;  
THENCE, S 00° 10' 27" E FOR A DISTANCE OF 1162.99 FEET;  
THENCE, S 89° 20' 52" W FOR A DISTANCE OF 1284.78 FEET;  
THENCE, N 21° 01' 55" E FOR A DISTANCE OF 94.44 FEET;  
THENCE, N 56° 11' 55" W FOR A DISTANCE OF 5.64 FEET;  
THENCE, N 21° 40' 00" E FOR A DISTANCE OF 827.67 FEET;  
THENCE, N 36° 20' 54" W FOR A DISTANCE OF 622.15 FEET;  
THENCE, N 03° 34' 48" W FOR A DISTANCE OF 2159.58 FEET;  
THENCE N 81° 33' 56" E A DISTANCE OF 1407.95 FEET TO THE POINT OF BEGINNING;

CONTAINING 3057440.40 SQUARE FEET OR 70.19 ACRES





**BEAR RIVER HEALTH**  
THE SUBMISSION OF THIS PLAT HAS BEEN APPROVED BY THE BEAR RIVER HEALTH DEPARTMENT TODAY

0-----2001---

IltoR/MIR

m.f.t.---

**COUNTY COUNCIL APPROVAL AND ACCEPTANCE**  
THIS PLAT WAS APPROVED BY THE CACHE COUNTY COUNCIL'S MAJORITY VOTE ON OH THE DAY OF 2000.

DATED THIS 0Ar Of 2000  
OAIHE COUIM' COUHCH.

41'(SII)' TO: HAIRMAH

**COUNTY SURVEYOR'S CERTIFICATE**  
I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND ACCORDING TO THE RECORDS OF THE COUNTY SURVEYOR'S OFFICE.

**MCI**  
i.kh'SIA" LAW.  
mr-

**CACHE COUNTY RECORDER**  
State of Utah, County of Cache, recorded and filed at the request of

**OWNERS ACKNOWLEDGEMENT**  
I, the undersigned, do hereby acknowledge that I am the owner of the above described parcel of land to it submitted.

**CACHED LIABILITY ACKNOWLEDGEMENT**  
I, the undersigned, do hereby acknowledge that I am the owner of the above described parcel of land to it submitted.

ON THIS 0th of ---, to OI,-----

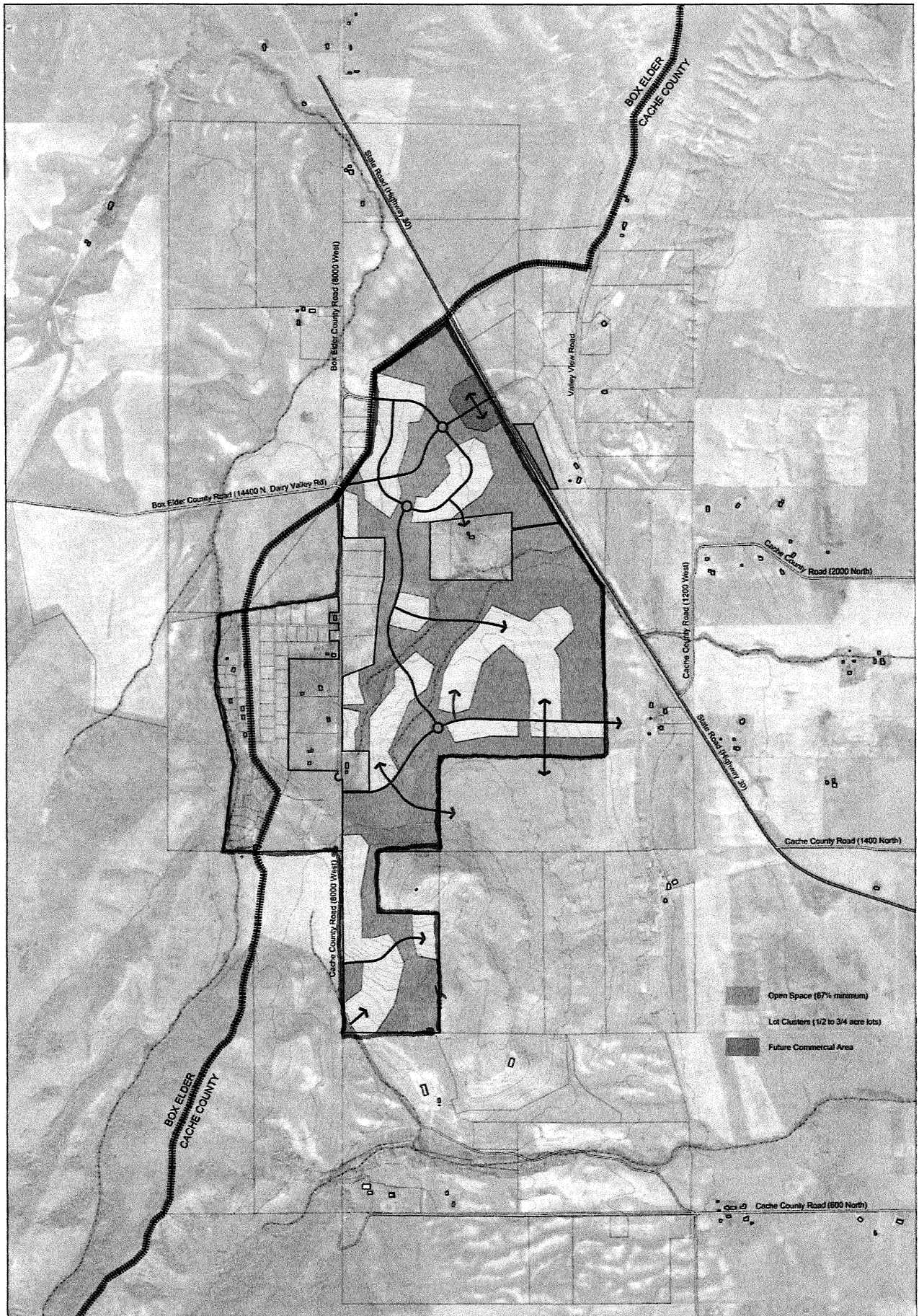
**CACHE COUNTY ATTORNEY**  
I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE IT AS BEING CORRECT AND ACCORDING TO THE RECORDS OF THE COUNTY ATTORNEY'S OFFICE.




DATE THIS 0A'1' OF 1DOS.

C. CHI COIIR Ano.MY

**CACHE COUNTY PLANNING COMMISSION**  
THIS PLAT WAS REVIEWED BY THE CACHE COUNTY PLANNING COMMISSION AND APPROVED BY THE COMMISSION ON THE DATE OF 0ArO TWS 0.1 OF --- MS.

CACHE COUNTY PLANNING COMMISSION  
Brt. --.C">WII=00"0,-----



-  Open Space (67% minimum)
-  Lot Clusters (1/2 to 3/4 acre lots)
-  Future Commercial Area

**C**  
 Cache + Lamborn  
 Engineers  
 Surveyors  
 Planners  
 1015 West 400 North  
 Salt Lake City, UT  
 801.462.1100  
 432.211.6800

Spring Ridge Estate  
 Site Feasibility Studies  
 CONCEPTUAL MASTER PLAN  
 SCALE: 1" = 400'



Sheet:  
 4 of 4

GRAPHIC SCALE: 1" = 400'  
 0' 200' 400'

TITLE: 11-007  
 DATE: 29 MAY 2012  
 PROJECT NUMBER: 1015044

WILLOW CREEK WATER CO

Budget for 2010

Month

Year

1. Electric bill for pumps-----	\$100.00	---	\$1,200.00
2. Chlorine-----	\$15.00	-----	\$180.00
3. Watertests-----	\$150.00	-----	\$1,800.00
4. Accounting-----	\$115.00	-----	\$1,380.00
7. Reserve for repairs-----	\$150.00	-----	\$1,800.00
<b>Total-----</b>	<b>\$530.00</b>	---	<b>\$6,360.00</b>

Income from water use:

Monthly water fees at \$38.00 per mo. (8 connections yr)-\$3,650.00

Five new connections at \$38.00 per mo. (5 months) ----\$950.00

Hook up fees, 5 Homes built at \$150.00 -----**\$750.00**

Total yearly fees-----**\$5,348.00**

Total reserve after expenses-----**\$24,909.00**

Need a new backup pump for the well, the old one has been in for a number of years and has a bad vibration in it. Plans are to replace it with a 10 hrs. Pump to increase the pressure back to the needed pressure, costing approximately \$8,500.00. Making the 7 1/2 hrs. pump as a back up pump. The arsenic system with, cost approximately \$100,000.00 installed.

The new water storage tank will have to be vacuumed out every 7 to 8 years, depending on how much sediment is formed in the bottom of the tank from iron and other metals contained in the water source. The outlet pipe leading to the distribution lines is 8 inches above the bottom of the tank, if not vacuumed out, and let to build up it would let the brown rusty looking material flow into the distribution line. Today's cost to have it vacuumed out runs around \$2,500.00.

WILLOW CREEK WATER CO

Budget for 2011

	Month	Year
1. Electric bill for pumps-----	\$109.00	\$1,300
2. Chlorine-----	\$18.00	\$216.00
3. Water tests-----	\$208.00	\$2,500.00
4. Accounting-----	\$117.00	\$1400.00
7. Reserve for repairs-----	\$166.66	\$3,000.00
8. Insurance-----	\$185.00	\$2,177.00
9. Operator (15 Hrs.a Month)-----	\$300.00	\$3,600.00
<b>Total-----</b>	<b>\$1,103.66</b>	<b>\$14,193.00</b>

Income from water use:

Monthly water fees at \$38.00 per mo. (11 connections yr)-\$5,472.00

Five new connections at \$38.00 per mo. (5 months)--\$950.00?

Overage fees at \$1.00 per 1000 gal.-----\$900.00

Stand by tees, 11 at \$ 10.00 per mo. each-----\$880.00

Impact fees, Sale of 6 Lots at \$5,000.00 each--- \$30,000.00

Hook up fees, 6 Homes built at \$150.00-----\$900.00

Total yearly fees -----\$39,102.00

Total reserve after expenses -----\$24,909.00

Need a new backup pump for the well, the old one has been in for a number of years and has a bad vibration in it. Plans are to replace it with a 10 hrs. Pump to increase the pressure back to the needed pressure, costing approximately \$8,500.0. Making the 7 1/2 hrs. pump as a back up pump. The arsenic system will, cost approximately \$100,000.00 installed.

The new water storage tank will have to be vacuumed out every 7 to 8 years, depending on how much sediment is formed in the bottom of the tank from iron and other metals contained in the water source. The outlet pipe leading to the distribution lines is 8 inches above the bottom of the tank, if not vacuumed out, and let to build up it would let the brown rusty looking materiel flow into the distribution tine. Today's cost to have it vacuumed out runs around \$2,500.00.

WILLOW CREEK WATER CO

Budget for 2012

	Month	Year
1. EleCtric bill for <b>pumps</b> -----	\$200.00-----	\$2,400.00
2. Chlorine-----	-----:\$45.00-----	\$540.00
3. Water <b>tests</b> -----	\$208.0Q-----	\$2,500.00
4. <b>Accounting</b> -----	----- \$120.00-----	\$1,440.00
5. Reserve for <b>repairs</b> ,-----	.. \$250.00'	\$3,000.00
6 <b>Insurance</b> -----	----- \$200.00	\$2,400.00
7 Operator (10 hrs. a Month)at \$30.00 per Hr-\$300.00--	-- :\$3,600.00	
8 <b>Loan Payment</b> -----	\$850.00-----	\$10,200.00
9 <b>Propane</b> -----	----- \$200.00-----	\$2,400.00
10 Attorney <b>B4eeessr</b> -----	\$200.0Q.....	.. \$2,400.00
<b>Total</b>	---\$2,006.66	\$30,880.00

Income from water use:

Monthly water fees at \$38.00 per mo. (18 connection\$ yr) ..... ---\$8,208.00

Five new connections at \$38.00 per mo. (4 months)-.....,---

Overage fees at \$1.00 per 1000 gal. — — — — —

Stand by fees, 11 at \$ 22.50 per mo. ————— \$247.50

Impact fees, Sale of 6 Lots at \$5,000.00 **each**,-- ---:\$30,000.00

Hook up fees, 6 Homes built at \$1,000.00'"'-----'\$6,000.00

Tum on service fee 8 Homes built at \$150.00 \$900.00

Total yearly **fees**----- \$47,195.50

Total reserve after **expenses**,----- :\$16,315.50

Need to put in service (new well), containing no Arsenic, installing 7 Inch casing to 920 feet, install 50 hrs. pump, purchase 150 Kw. Propane Generator and build a 10' x 14" extension to pump house Costing about \$165,000.00, to be paid for by A 30 yr. loan 20 % which wilt be a grant.

## WILLOW CREEK WATER CO

## Budget for 2013

	Month	Year
<b>Expenditures</b>		
<b>Operation and Maintenance</b>		
1. Electric bill-----	\$200.00	\$2,400.00
2. Chlorine-----	\$45.00	\$540.00
3. Water tests---	\$208.00	\$2,496.00
4. Repairs-----	\$250.00	\$3,000.00
5. Operator (10 hr at \$30.00 per Hr)	\$300.00	\$600.00
6. Propane-----	\$90.00	\$1,080.00
O&M Subtotal		\$10,116.00
<b>Administration</b>		
1. Accounting (6 Hrs at \$30.00 per hr) -----	\$180.00	\$2,160.00
2. Meter reading (2 Hrs 8 Months at \$15.00 per hr) -----	\$30.00	\$240.00
3. Attorney Fees (1Hour)-----		\$960.00
4. Insurance (Per Yr) -----	\$200.00	\$2,400.00
O&M Subtotal		\$5,760.00
<b>Debt Service</b>		
1. Loan Repayment (Arsenic Project)	\$460.00	\$5,520.00
O&M Subtotal-----		\$5,520.00
<b>Total Expenditures-----</b>		<b>\$21,396.00</b>

**Capital Reserves**

1. Pump Replacements (7 Yrs) (\$8,500.00) -----	\$540.00	
2. Pump House Repairs (10 Yrs) (\$5,000.00)	-	\$240.00
3. Water line replacement (20 Yrs) (\$50,000.00) -----		\$540.00
Capital Reserves Subtotal (Deposit in Savings Acct) -----		\$1,320.00
Total Expenditures and Capital Reserves		\$22,716.00

**Revenues****Usage**

1. Resident (first 12,000 gal. 22 Connections at \$49.00)---	\$1,078.00	\$12,936.00
2. Resident (Overage 300 Thousand Gal 6 Mo at \$1.50)---	\$450.00	\$2,700.00
3. Commercial (April-October 7 Months at \$49.00) -----		\$343.00
4. Commercial Overage (24,000 Gallons at \$1.50)		\$18.00
5. 3 Usage fees (6 Months at \$49.00) -----	\$147.00	\$882.00

Usage Subtotal ----- \$16,879.00

**Fees**

1. Stand By fees (11 at \$24.40)-----	\$268.40	\$3,220.80
2. Water Service Installation (3 at \$5,000.00) -----		\$15,000.00
3. Turn On Fees (at \$900.00)		\$1,800.00
Fees Subtotal--		\$20,020.80
Total Revenue-----		\$36,899.80

Total Expenditures----- \$21,396.00

Net ----- \$15,503.80

Less Savings Capital Reserves ----- \$7,320.00

Balance Checking Acct \$8,183.80

Capital Reserves in savings \$7,320.00

## WILLOW CREEK WATER CO

## Budget for 2014

	Month	Year
Expenditures		
Operation and Maintenance		
1. Electric bill-----	\$260.00---	\$3,120.00
2. Chlorine-----	\$75.00----	\$900.00
3. Water tests-----	\$208.00----	\$2,496.00
4. Repairs-----	\$250.00----	\$3,000.00
5. Operator (10 hrs at \$30.00 per Hr)		\$600.00
6. Propane-----	\$90.00----	\$1,080.00
	O&M Subtotal	\$11,196.00
Administration		
1. Accounting (4 Hrs at \$30.00 per hr) -----	\$180.00----	\$2,160.00
2. Meter reading (3 Hrs 8 Months at \$15.00) -----	\$45.00----	\$360.00
3. Attorney Fees (1Hour) -----		\$960.00
4. Insurance (Per Yr) -----	\$175.00----	\$2,100.00
	O&M Subtotal	\$5,580.00
Debt Service		
1. Loan Repayment (Arsenic Project) -----	\$460.00----	\$5,520.00
	O&M Subtotal-----	\$5,520.00
	Total Expenditures-----	\$22,296.00

## Capital Reserves

1. Pump Replacements (7 Yrs) (\$8,500.00) -----		-\$540.00
2. Pump House Repairs (10 Yrs) (\$5,000.00)		\$240.00
3. Water line replacement (20 Yrs) (\$50,000.00) --		\$540.00
	Capital Reserves Subtotal (Deposit in Savings Acct.)---	\$1,320.00
	Total Expenditures and Capital Reserves	\$23,616.00

## Revenues

## Usage

1. Resident (first 12,000 gal. 26 Connections at \$49.00)	\$1,274.00---	\$15,288.00
2. Resident (Overage 400 Thousand Gal 6 Mo. at \$1.50) --	\$600.00---	\$3,600.00
3. Commercial (April-October 7 months at \$49.00) -----		\$343.00
4. Commercial Overage (24,000 Gallons at \$1.50)		\$18.00
5. 5 new Usage fees (6 Months at \$49.00)	\$245.00---	\$1,470.00
	Usage Subtotal--	\$20,719.00

## Fees

1. Stand By fees (11 at \$22.50)--	\$247.50----	\$2,970.00
2. Water Service fee (4 at \$5,000.00)--		\$20,000.00
3. Turn on fees (at \$900.00) -----		\$3,600.00
	Fees Subtotal---	\$26,570.00
	Total Revenue-----	\$47,289.00

Total Expenditures -----	\$22,296.00
Net -----	\$24,993.00
Less Savings Capital Reserves -----	\$20,000.00
Net Checking Acct.	\$4,993.00
2013 Net (Checking Acct.)-----	\$8,183.80
Balance Checking Acct. -----	\$13,176.00

2 013-2014 Capital Reserves ----- \$27,320.00



## WILLOW CREEK WATER CO

## Budget for 2015

	Month	Year
Expenditures		
Operation and Maintenance		
1. Electric bill-----	\$260.00	--\$3,120.00
2. Chlorine-----	\$75.00	----\$900.00
3. Water tests -----	\$208.00	----\$2,496.00
4. Repairs-----	\$250.00	----\$3,000.00
5. Operator (10 hr at \$30.00 per Hr)	\$300.00	----\$3,600.00
6. Propane-----	\$84.00	----\$1,000.00
O&M Subtotal		\$14,116.00
Administration		
1. Accounting (6 Hrs at \$30.00 per hr) -----	\$180.00	----\$2,160.00
2. Meter reading (3 Hrs 8 Months at \$15.00 per hr)	-\$45.00	----\$360.00
3. Attorney Fees (1Hour) -----		--\$960.00
4. Insurance (Per Yr) -----	-\$175.00	----\$2,100.00
O&M Subtotal		\$5,580.00
Debt Service		
1. Loan Repayment (Arsenic Project) -----	\$460.00	----\$5,520.00
Total Expenditures-----		\$25,216.00
Capital Reserves		
1. Pump Replacements (7 Yrs) (\$8,500.00) -----		\$540.00
2. Pump House Repairs (10 Yrs) (\$5,000.00)- -----		\$240.00
3. Water Line Replacement (20yrs.) (\$50,000.00)		\$540.00
Capital Reserves Subtotal (Deposit in Savings) ---		\$1,320.00
<hr/>		
Revenues		
Usage		
1. Resident (first 12,000 gal. 29 Connections at \$49.00) ----	\$1,421.00	--\$17,052.00
2. Resident (Overage 600 Thousand Gal 6 Mo at \$1.50) -----	\$900.00	----\$5,400.00
3. Commercial (April- October 7 Months At \$49.00)		-\$343.00
4. Commercial Overage (150 Thousand gal at \$1.50) -----		\$225.00
5. 5 new Usage fees (6 Months at \$49.00)	-\$268.40	--\$1,470.00
Usage Subtotal-----		\$24,490.00
1. Stand By fees (11 at \$24.40) -----	\$247.50	--\$2,970.00
2. Water Service fee (3 at \$5,000.00) -----		\$15,000.00
3. Turn fees (3 at \$900.00) -----		\$2,700.00
Fees Subtotal-----		\$20,670.00
Total Revenue		\$45,160.00
Total Expenditures-----		\$25,216.00
<b>Net-----</b>		<b>\$19,944.00</b>
Less Savings Capital Reserves ---		\$10,000.00
Net Checking Acct. -----		\$9,944.00
2014 Net (Checking Acct.)		\$13,176.00
2015 Net (Checking Acct.)		--\$9,944.00
Balance Checking Acct. -----		\$23,120.00
2013-2015 Capital Reserves -----		\$37,320.00

WILLOW CREEK WATER CO

Budget for 2016

	Month	Year
<b>Expenditures</b>		
<b>Operation and Maintenance</b>		
1. Electric bill-----	-----\$260.00	--\$3,120.00
2. Chlorine-----	-----\$75.00	---\$900.00
3. Water tests-----	-----\$208.00	--\$2,496.00
4. Repairs-----	-----\$250.00	---\$3,000.00
5. Operator (10 hr at \$30.00 per Hr) ---	\$300.00	---\$3,600.00
6. Propane-----	\$84.00	---\$1,000.00
O&M Subtotal		\$14,116.00
<b>Administration</b>		
1. Accounting (6 Hrs at \$30.00 per hr) -----	\$180.00	----\$2,160.00
2. Meter reading (4 Hrs 8 Months at \$15.00 per hr) -----	\$60.00	---\$480.00
3. Attorney Fees (1Hour) -----		---\$960.00
4. Insurance (Per Yr) -----	\$175.00	---\$2,100.00
O&M Subtotal		\$5,700.00
<b>Debt Service</b>		
1. Loan Repayment (Arsenic Project) -----	\$460.00	----\$5,520.00
Total Expenditures	-----	-\$25,336.00
<b>Capital Reserves</b>		
1. Pump Replacements (7 Yrs) (\$8,500.00) -----	-----	---\$540.00
2. Pump House Repairs (10 Yrs) (\$5,000.00) -----		---\$240.00
3. Water line replacement (20 Yrs) (\$50,000.00) -----		\$540.00
Capital Reserves Subtotal	-----	\$1,320.00
<hr/>		
<b>Revenues</b>		
<b>Usage</b>		
1. Resident (first 12,000 gal.37 Connections at \$49.00) ----	\$1,813.00	---\$21,756.00
2. Resident (Overage 700 Thousand Gal6 Moat \$1.50) --	\$1,050.00	--\$6,300.00
3. Commercial (April-October 7 Months a \$49.00) -----		---\$343.00
4. Commercial Overage (150Thousand gal at \$1.50) -----		---\$225.00
5. 2. New connections (6 Months at \$49.00)	\$98.00	\$588.00
Usage Subtotal	--\$3,000.00	----\$29,212.00
1. Stand By fees (11 at \$24.40) -----	\$268.40	\$3,970.00
2. Water Service fee (3 at \$5,000.00) -----		\$15,000.00
3. Turn on fees (3 at \$900.00)		\$2,700.00
Fees Subtotal	-----	\$21,670.00
Total Revenue		\$50,882.00
Total Expenditures-		\$25,336.00
Net	-----	\$25,336.00-
Less Savings Capital Reserve	---	\$20,000.00
Net Checking Acct.	-----	\$5,336.00
2015 Net (Checking Acct.)-----		\$9,944.00
Balance (Checking Acct.)		\$5,336.00
2013-2016 Capital Reserve-----		\$57,320.00

Willow Creek Water Company

11/19/2012 8:30AM

Register: 1000 · Zions Bank

From 01/10/2012 through 12/31/2012

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/10/2012	125	PostMaster	8530 · Postage and Del...	Stamps	44.00	X		3,781.99
01/10/2012	126	Staples	8510 · Office Supplies	Quick Books U...	218.51	X		3,563.48
01/17/2012			-split-	Deposit		X	836.00	4,399.48
01/17/2012	Dep	State of Utah	5300 · Grant	Grant for Well ...		X	42,837.44	47,236.92
01/17/2012	127	Independent Drilling	2005 · Well 2	Drill New Well	39,237.44	X		7,999.48
01/17/2012	128	Sunrise Engineering	2005 · Well2	Engineering	3,600.00	X		4,399.48
01/18/2012	129	Rocky Mountain Po...	8600 · Utilities	Pump power bill	181.39	X		4,218.09
01/30/2012	130	Bruce King	8240 · Business License	Reimbursement	41.91	X		4,176.18
01/13/2012	131	Bear River Health Dept	8280 · Water Tests	Tests	20.00	X		4,156.18
02/03/2012	132	Alton Veibell	8290 · System Mainten...	Parts for repair...	587.35	X		3,568.83
02/03/2012	133	Chcmtech Ford	2005 · Well2	Tests	1,806.00	X		1,762.83
02/07/2012			-split-	Deposit		X	114.00	1,876.83
02/14/2012	134	Rocky Mountain Po...	8600 · Utilities	Pump power bill	164.40	X		1,712.43
02/21/2012	135	Bear River Health Dept	8280 · Water Tests	Tests	20.00	X		1,692.43
02/21/2012	136	Smith Hartvigsen	8300 · Lawyer Fees	Attny fees	312.50	X		1,379.93
02/21/2012	137	Bruce King	8840 · Mileage Reimbu...	Reimbursement	141.75	X		1,238.18
03/02/2012	138	Smith Hartvigsen	8300 · Lawyer Fees	Attny fees	812.50	X		425.68
03/02/2012	139	Mtn. Valley Pump	8290 · System Mainten...	Pump Repair	111.93	X		313.75
03/16/2012			-split-	Deposit		X	380.00	693.75
03/27/2012	140	Rocky Mountain Po...	8600 · Utilities	Pump power bill	142.46	X		551.29
03/27/2012	141	Bear River Health Dept	8280 · Water Tests	Tests	20.00	X		531.29
03/28/2012			-split-	Deposit		X	758.00	1,289.29
03/29/2012	142	Sparrow and Kunz	8310 · Accounting	Accounting	525.00	X		764.29
04/02/2012			1400 · Undeposited Fu...	Deposit		X	38.00	802.29
04/05/2012			-split-	Deposit		X	354.00	1,156.29
04/18/2012	Dep	State of Utah	5300 · Grant	Grant for well a...		X	4,982.56	6,138.85
04/20/2012	143	Void	0000 · Void	void		X		6,138.85
04/20/2012	144	Rocky Mountain Po...	8600 · Utilities	Pump power bill	102.93	X		6,035.92
04/30/2012			•split-	Deposit		X	226.00	6,261.92
05/08/2012	145	Bear River Health Dept	8280 · Water Tests	Tests	20.00	X		6,241.92
05/08/2012	146	Smith Hartvigsen	8300 · Lawyer Fees	Attnyfees	877.50	X		5,364.42
05/08/2012	147	Chemtech Ford	8280 · Water Tests	Tests	453.00	X		4,911.42
05/08/2012	148	PostMaster	8530 · Postage and Del...	Stamps	45.00	X		4,866.42
05/14/2012	149	Cache Valley Insuran...	8700 · Liability Insura...	Liability Insura...	2,118.00	X		2,748.42
05/14/2012	150	Sunrise Engineering	2005 · Well 2	Engineering	2,500.00	X		248.42
05/17/2012		Jared and Tami Sore...	1200 · Accounts Recei...		38.00	X		210.42
05/23/2012	151	Bear River Health Dept	8280 · Water Tests	Tests	40.00	X		170.42
05/23/2012	152	Rocky Mountain Po...	8600 · Utilities	Pump power bill	83.46	X		86.96
05/24/2012	153	Smith Hartvigsen	8300 · Lawyer Fees	Attny fees	635.87	X		-548.91
05/29/2012	159	Cache Chemical	8290 · System Mainten...	Chlorine	73.38	X		-622.29

## Willow Creek Water Company

11/19/2012 8:30AM

Register: 1000 - Zions Bank

From 01/01/2012 through 12/31/2012

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
05/31/2012			-split-	Deposit		X	798.00	175.71
05/31/2012			-split-	Deposit		X	475.00	650.71
05/31/2012			8520 · Bank Charges	Service Charge	10.00	X		640.71
06/05/2012	155	Peterson Plumbing	8480 · Equipment Repa...	Plumbing Mate...	154.57	X		486.14
06/08/2012	156	Utah Public Utilities	8560 · Dues and Subsc...	Pump power bill	50.00	X		436.14
06/08/2012	157	Rocky Mountain Po...	8600 · Utilities	Pump power bill	85.21	X		350.93
06/08/2012	158	Bear River Health Dept	8280 · Water Tests	Tests	20.00	X		330.93
06/18/2012	159	Cache Chemical	8290 · System Mainten...	Chlorine	73.38	X		257.55
07/11/2012			-split-	Deposit		X	342.00	599.55
07/12/2012			-split-	Deposit		X	568.00	1,167.55
07/24/2012			-split-	Deposit		X	456.00	1,623.55
07/30/2012	160	Peterson Plumbing	8480 · Equipment Repa...	Plumbing Mate.·	200.35	X		1,423.20
07/30/2012	161	Rocky Mountain Po...	8600 · Utilities	Pump power bill	180.92	X		1,242.28
07/30/2012	162	Cache Chemical	8290 · System Mainten...	Chlorine	73.38	X		1,168.90
08/02/2012	163	PostMaster	8530 · Postage and DeL	Stamps	45.00	X		1,123.90
08/10/2012	164	Grover Excavation	8290 · System Mainten...	Move Water M...	291.55	X		832.35
08/18/2012	165	Rocky Mountain Po...	8600 · Utilities	Pump power bill	195.65	X		636.70
08/25/2012	166	Bear River Health Dept	8280 · Water Tests	Tests	20.00	X		616.70
08/28/2012			-split-	Deposit		X	608.00	1,224.70
08/28/2012	167	Utah State Tax Comi...	8260 · Corp. Dues		100.00	X		1,124.70
08/28/2012	168	Sparrow and Kunz	8310 · Accounting	Accounting	571.00	X		553.70
08/28/2012	169	Cache Chemical	8290 · System Mainten...	Chlorine	73.38	X		480.32
09/04/2012			-split-	Deposit		X	276.00	756.32
09/08/2012	170	Chemtech Ford	8280 · Water Tests	Tests	145.00	X		611.32
09/08/2012	171	Rocky Mountain Po...	8600 · Utilities	Pump power bill	199.07	X		412.25
09/12/2012	172	Cartridge World	8510 · Office Supplies		19.18	X		393.07
09/24/2012	173	Cache Chemical	8290 · System Mainten...	Chlorine	73.38	X		319.69
09/26/2012			-split-	Deposit		X	1,069.00	1,388.69
10/13/2012	174	Alton Veibell	8290 · System Mainten...	Parts for repair...	8.10	X		1,380.59
10/13/2012	175	Rocky Mountain Po...	8600 · Utilities	Pump power bill	141.97	X		1,238.62
10/13/2012	176	Bear River Health Dept	8280 · Water Tests	Tests	60.00	X		1,178.62
10/13/2012	177	Peterson Plumbing	8480 · Equipment Repa...	Plumbing Mate...	1.61	X		1,177.01
10/20/2012			-split-	Deposit		X	1,176.00	2,353.01
10/24/2012	178	Square One Printing	8510 · Office Supplies	Copies	8.69	X		2,344.32
10/30/2012	179	PostMaster	8530 · Postage and Del...	Stamps	45.00			2,299.32
11/06/2012	180	Cache Chemical	8290 · System Mainten...	Chlorine	73.14			2,226.18
11/09/2012	181	Rocky Mountain Po...	8600 · Utilities	Pump power bill	101.89			2,124.29
11/17/2012			-split-	Deposit			375.00	2,499.29

8:34AM  
11/19/12  
AccrualBasis

Willow Creek Water Company  
**Profit & Loss**  
January through December 2012

	Jan- Dec 12
Ordinary Income/Expense	
Income	
6000- Water Use Fees	7,819.00
6300- Impact Fees	450.00
	<hr/>
TotalIncome	8,269.00
Expense	
8240- Business License	41.91
8260- Corp. Dues	100.00
8280- Water Tests	818.00
8290- System Maintenance	1,438.97
8300 • Lawyer Fees	2,638.37
8310.Accounting	1,096.00
8480 • Equipment Repairs	356.53
8510-Office Supplies	246.38
8520- Bank Charges	10.00
8530 • Postage and Delivery	179.00
8560 • Dues and Subscriptions	50.00
8600 • Utilities	1,579.35
8700 • Liability Insurance	2,118.00
8840- Mileage Reimbursement	141.75
	<hr/>
TotalExpense	10,814.26
Net Ordinary Income	-2,545.26
Net Income	-2,545.26

8:37AM  
11/19/12  
AccrualBasis

**Willow Creek Water Company**  
**Balance Sheet**  
**As of December 31, 2012**

	Dec 31, 12
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1000-Zions Bank	2,499.29
TotalChecking/Savings	2,499.29
Accounts Receivable	
1200-Accounts Receivable	812.00
Total Accounts Receivable	<u>812.00</u>
TotalCurrent Assets	3,311.29
Fixed Assets	
2000- Pump House	29,013.91
2001- Land	10,000.00
2002- Well1	20,000.00
2003- Water Tank Alton Veibell	75,000.00
2005- Well2	47,143.44
2100- Equipment	6,389.80
2200- Water Tank Petersboro	252,430.00
2201- Water Co. Infrastructure Alton	150,238.18
2202- Water Co. Infrastructure Peters	96,799.80
2203 • Alton's Water (33 Shares)	298,811.59
2204- Petersboro Water (50 Shares)	276,100.00
2700 • Accumulated Depreciation	-5,611.18
TotalFixed Assets	1,256,315.54
<b>TOTAL ASSETS</b>	<b>1,259,626.83</b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
5000 • Partners Capital	-8,587.75
5001 • Alton VeibeH	661,817.60
5002- Petersboro Partners LLC	561,122.24
5300- Grant	47,820.00
Net Income	-2,545.26
Total Equity	1,259,626.83
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,259,626.83</b>

# Willow Creek Water Company

## Prof'rt & LOSS

January through December 2011

Jan-Dec 11

Ordinary Income/Expense	
Income	
6000 - Water Use Fees	8,281.50
6300 - Impact Fees	10,000.00
Total Income	18,281.50
Expense	
8240 • Business Ucnse	37.00
8250 - Property Tax	11.70
8270 - Rural Water Dues	275.00
8280 • Water Tests	2,233.00
8290 • System Maintenance	1,171.44
8300 - lawyer Fees	9,655.62
8310 • Accounting	831.00
8340 . Engineering Fees	5,572.00
8480 - Equipment Repairs	3,214.41
8510 • Office Supplies	65.26
8530 • Postage and Delivery	24.74
8600 - Utilities	1,203.58
8680 - Building Repairs	397.50
8700 • liability Insurance	2,177.00
Total Expense	26,869.25
Net Ordinary Income	-8,587.75
Net Income	-8,587.75

4:20PM  
06/11/12  
Accrual Basis

Willow Creek Water Company  
**Balance Sheet**  
As of December 31, 2011

Dec 31, 11

ASSETS	
Current Assets	
Checking/Savings	
1000 - Zions Bank	3,825.99
Total Checking/Savings	3,825.99
Accounts Receivable	
1200 - Accounts Receivable	1,354.00
Total Accounts Receivable	1,354.00
Total Current Assets	5,179.99
Fixed Assets	
2000 - Pump House	29,013.91
2001 - Land	10,000.00
2002 - Well	20,000.00
2003 - water Tank AltOn	75,000.00
2100 - Equipment	6,389.80
2200 - Water Tank Petersboro	252,430.00
2201 - Water Co. Infrastructure Alton	150,238.18
2202 - Water Petersboro	96,799.80
2203 - AltOn's Water (33 Shares)	298,811.59
2204 - Petersboro Water (50 Shares)	276,100.00
2700 - Accumulated Depreciation	-5,611.18
Total Fixed Assets	1,209,172.10
TOTAL ASSETS	1,214,352.09
LIABILITIES & EQUITY	
Equity	
5001 - Alton Veibell	661,817.60
5002 - Petersboro Partners LLC	561,122.24
Net Income	-8,587.75
Total Equity	1,214,352.09
TOTAL LIABILITIES & EQUITY	1,214,352.09



9:24AM  
02/15/11  
AccrualBasis

Willow Creek Water Company  
**Profit & Loss**  
January through December 2010

	Jan- Dec 10
Ordinary Income/Expense	
Income	
6000 - Water Use Fees	3,650.00
Total Income	3,650.00
Expense	
8401 • Legal Fees	14,584.26
Chlorinator test kit	60.00
8250 - Property Tax	11.22
8270 - RuralWater Dues	170.00
8280 • Water Tests	450.00
8290 • System Maintenance	390.53
8300 - Lawyer Fees	-313.50
8310 - Accounting	1,100.00
8320 • Processing Fees	10.00
8340 - Engineering Fees	20,043.50
8510 - Office Supplies	44.00
8520 - Bank Charges	18.49
8540 - Printing	8.57
8560 • Dues and Subscriptions	50.00
8600 • Utilities	723.53
Total Expense	37,350.60
Net Ordinary Income	-33,700.60
Net income	-33,700.60

1:00PM

04/25/11

Accrual Basis

## Willow Creek Water Company

### Balance Sheet

As of December 31,2010

Dec 31,10

ASSETS	
Current Assets	
Checking/Savings	
1010 • Zions Bank	3,767.74
TotalChecking/Savings	3,767.74
TotalCurrent Assets	3,767.74
Fixed Assets	
2204 - Petersboro Water (50 Shares)	276,100.00
2203 • Alton's Water (33 Shares)	298,811.59
2202 - Water Co.Infrastructure Peters	96,799.80
2201 - Water Co.Infrastructure Alton	150,238.18
2002 - Well	20,000.00
2003 • Water Tank Alton Veibell	75,000.00
2001 - Land	10,000.00
2200 - Water Tank Petersboro	252,430.00
2000 - Pump House	29,013.91
2100 - Equipment	6,389.80
2700 • Accumulated Depreciation	-5,611.18--
TotalFixed Assets	1,209,172.10
TOTAL ASSETS	1,212,939.84
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
Obligation of Shares	0.00
4300 • Loan from Alton Veibell	160,132.76
4100 - Loan from Petersboro	172,420.22
TotalLong Term Liabilities	332,552.98
TotalLiabilities	332,552.98
Equity	
5002 - Petersboro Partners LLC	425,139.50
5001 - Alton Veibell	497,684.84
5000 • Partners Capital	-8,736.88
Net Income	-33,700.60
TotalEquity	880,386.86
TOTAL LIABILMES & EQUITY	1,212,939.84

# Willow Creek Water Company

## Profit & Loss

January through December 2009

	<u>Jan-Dec09</u>
Ordinary Income/Expense	
Income	
6000 • Water Use Fees	3,257.00
Total Income	3,257.00
Expense	
8250 • Property Tax	11.46
8280 • Water Tests	180.00
8290 • System Maintenance	3,958.35
8310 • Accounting	500.00
8510 • Office Supplies	155.00
8520 • Bank Charges	233.88
8530 • Postage and Delivery	21.00
8560 • Dues and Subscriptions	267.00
8600 • Utilities	540.16
Total Expense	5,866.85
Net Ordinary Income	-2,609.85
Net Income	-2,609.85

# Willow Creek Water Company

## Balance Sheet

As of December 31, 2009

	Dec31,09
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1000 • Zions Bank	4,384.08
TotalChecking/Savings	4,384.08
TotalCummtAssets	4,384.08
Fixed Assets	
2000 - Pump House	3,095.53
2001 - Land	10,000.00
2002 - Well	20,000.00
2003 - Water Tank AltQn Veibell	75,000.00
2100 • Equipment	6,389.80
2200 - Water Tank Petersboro	252,430.00
2700 • A.cumtdated DepreciatiOn	-5,611.18
TotalFixed Assets	361,304.15
<b>TOTAL ASSETS</b>	<b>365,688.23</b>
<b>LIABIUTIES &amp; EQUITY</b>	
Liabilities	
Long Term Liabilities	
4202 • Spring Ridge Estates	25,000.00
4201 • High Counby Estates	25,000.00
4100 • Loan from Petersboro	227,420.22
4300 • Loan from Alton Veibell	109,500.00
TotalLong Tenn Liabilities	386,920.22
TotalLiabilities	386,920.22
Equity	
5000 • Partners Capital	-6,127.03
5002 • Petersboro Partners LLC	-12,495.11
Net Income	-2,609.85
TotalEquity	-21,231.99
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>365,688.23</b>

## *Annual Drinking Water Quality Report Willow Creek Water Co. 2011*

We're pleased to present to you this year's Annual Drinking Water Quality Report. This report is designed to inform you about the quality of the water and services we deliver to you every day. Our constant goal is to provide you with a safe and dependable supply of drinking water. We want you to understand the efforts we make to continually improve the water treatment process and protect our water resources. We are committed to ensuring the quality of your water. Our water source has been determined to be from ground water.

The Drinking Water Source Protection Plan for Willow Creek Water Co. is available for your review. It contains information about source protection zones, potential contamination sources and management strategies to protect our drinking water. Our sources have been determined to have a low level of susceptibility from potential contamination sources. We have also developed management strategies to further protect our sources from contamination. Please contact us **if** you have questions or concerns about our source protection plan.

There are many connections to our water distribution system. When connections are properly installed and maintained, the concerns are very minimal. However, unapproved and improper piping changes or connections can adversely affect not only the availability, but also the quality of the water. A cross connection may let polluted water or even chemicals mingle into the water supply system when not properly protected. This not only compromises the water quality but can also affect your health. So, what can you do? Do not make or allow improper connections at your homes. Even that unprotected garden hose lying in the puddle next to the driveway is a cross connection. The unprotected lawn sprinkler system after you have fertilized or sprayed is also a cross connection. When the cross connection is allowed to exist at your home, it will affect you and your family first. **If** you'd like to learn more about helping to protect the quality of our water, call us for further information about ways you can help.

This report shows our water quality and what it means to you our customer.

**If** you have any questions about this report or concerning your water utility, please contact Alton Veilbell at 435-458-3429. We want our valued customers to be informed about their water utility.

Willow Creek Water Co. routinely monitors for constituents in our drinking water in accordance with the Federal and Utah State laws. The following table shows the results of our monitoring for the period of January 1st to December 31st, 2011. All drinking water, including bottled drinking water may be reasonably expected to contain at least small amounts of some constituents. It's important to remember that the presence of these constituents does not necessarily pose a health risk.

In the following table you will find many terms and abbreviations you might not be familiar with. To help you better understand these terms we've provided the following definitions:

*ND/Low-High* - For water systems that have multiple sources of water, the Utah Division of Drinking Water has given water systems the option of listing the test results of the constituents in one table, instead of multiple tables. To accomplish this, the lowest and highest values detected in the multiple sources are recorded in the same space in the report table.

*Parts per million (ppm) or Milligrams per liter (mg/l)* - one part per million corresponds to one minute in two years or a single penny in \$10,000.

*Parts per billion (ppb) or Micrograms per liter (ug/l)* - one part per billion corresponds to one minute in 2,000 years, or a single penny in \$10,000,000.

*Parts per trillion (ppt) or Nanograms per liter (nanograms/l)* - one part per trillion corresponds to one minute in 2,000,000 years, or a single penny in \$10,000,000,000.

*Picocuries per liter (pCi/L)* - picocuries per liter is a measure of the radioactivity in water.

*Nephelometric Turbidity Unit (NTU)* - nephelometric turbidity unit is a measure of the clarity of water. Turbidity in excess of 5 NTU is just noticeable to the average person.

*Action Level (AL)* - the concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

*Maximum Contaminant Level (MCL)* - The "Maximum Allowed" (MCL) is the highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

*Maximum Contaminant Level Goal (MCLG)* - The "Goal" (MCLG) is the level of a contaminant in drinking water below which there is no known or expected risk to health.

MCLGs allow for a margin of safety.

*Date* - Because of required sampling time frames i.e. yearly, 3 years, 4 years and 6 years, sampling dates may seem out-dated.

### TEST RESULTS

Contaminant	Violation YIN	Level Detected ND/Low-High	Unit Measurement	MCLG	MCL	Date Sampled	Likely Source of Contamination
<b>Microbiological Contaminants</b>							
Total Coliform Bacteria	N	1	N/A	0	Presence of coliform bacteria in 5% of monthly samples	2011	Naturally present in the environment
Fecal coliform and <i>E.coli</i>	N	0	N/A	0	If a routine sample and repeat sample are total coliform positive, and one is also fecal coliform or <i>E coli</i> positive	2011	Human and animal fecal waste
Turbidity for Ground Water	N	0.35	NTU	N/A	5	2011	Soil runoff
<b>Radioactive Contaminants</b>							
Alpha emitters	N	1.3	pCi/l	0	15	2011	Erosion of natural deposits
Radium228	N	.42	pCi/l	0	5	2011	Erosion of natural deposits
<b>Inorganic Contaminants</b>							
Arsenic	N	18	ppb	0	10	2011	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes
Barium	N	22	ppb	2000	2000	2011	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits

Fluoride	N	1300	ppb	4000	4000	2011	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Selenium	N	900	ppt	50000	50000	2011	Discharge from petroleum and metal refineries; erosion of natural deposits; discharge from mines
Sodiwn	N	20	ppm	None set by EPA	None set by EPA	2011	Erosion of natural deposits; discharge from refineries and factories; runoff from landfills.
Sulfate	N	24	ppm	1000	1000	2011	Erosion of natural deposits; discharge from refineries and factories; runoff from landfills.runoff from cropland
TDS (Total Dissolved solids)	N	406	ppm	2000	2000	2011	Erosion of natural deposits

**Arsellie.** Some people who drink water containing arsenic in excess of the MCL over many years could experience skin damage or problems with their circulatory system, and may have an increased risk of getting cancer.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Willow Creek Water Co. is responsible for providing high quality drinking water but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

As you can see by the table, our system had no violations. We're proud that your drinking water meets or exceeds all Federal and State requirements. We have learned through our monitoring and testing that some constituents have been detected. The EPA has determined that your water IS SAFE at these levels.

We constantly monitor for various constituents in the water supply to meet all regulatory requirements. In October 2011 we failed to perform all the required tests for coliform bacteria. Water quality may change without any visible indication due to unanticipated environmental factors. For this reason, we are required to sample for coliform bacteria on a monthly basis. This violation does not necessarily pose a health risk. We have reviewed why we failed to take our routine coliform bacteria tests and have taken steps to ensure that it will not happen again.

We constantly monitor for various constituents in the water supply to meet all regulatory requirements. In November 2011 we failed to take repeat coliform bacteria tests. Repeat testing is used to ensure that the public is provided with safe drinking water after a routine sample tests positive for total coliforms. For this reason we were required to take repeat samples. This violation does not necessarily pose a health risk. We have reviewed why we failed to take our repeat coliform bacteria samples and have taken steps to ensure that it will not happen again.

We periodically monitor for Nitrate in the water supply to meet all regulatory

requirements. In 2011 we failed to take the required samples. Testing for Nitrate is used to ensure that the public is provided with safe drinking water. This violation does not necessarily pose a health risk. We have reviewed why we failed to take the required samples and will take steps to ensure that it will not happen again.

We periodically monitor for Volatile Organic chemical constituents in the water supply to meet all regulatory requirements. In 2011 we failed to take the required samples. Testing for Volatile Organic chemicals is used to ensure that the public is provided with safe drinking water. This violation does not necessarily pose a health risk. We have reviewed why we failed to take the required samples and will take steps to ensure that it will not happen again.

We periodically monitor for Pesticide chemical constituents in the water supply to meet all regulatory requirements. In 2011 we failed to take the required samples. Testing for Pesticide chemicals is used to ensure that the public is provided with safe drinking water. This violation does not necessarily pose a health risk. We have reviewed why we failed to take the required samples and will take steps to ensure that it will not happen again.

We periodically monitor for Radionuclide chemical constituents (Radio-activity) in the water supply to meet all regulatory requirements. In 2011 we failed to take the required samples. Testing for Radionuclide chemicals is used to ensure that the public is provided with safe drinking water. This violation does not necessarily pose a health risk. We have reviewed why we failed to take the required samples and will take steps to ensure that it will not happen again.

All sources of drinking water are subject to potential contamination by constituents that are naturally occurring or man made. Those constituents can be microbes, organic or inorganic chemicals, or radioactive materials. All drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.

MCLs are set at very stringent levels. To understand the possible health effects described for many regulated constituents, a person would have to drink 2 liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having the described health effect.



**ASSIGNMENT OF CONTRACT RIGHTS**

THIS ASSIGNMENT made this **day**  
PROPERTIES, INC. hereinafter referred to as Assignor, and J. ALTON VEIBELL hereinafter  
referred to as Assignee.

**W I T N E S S E T H:**

WHEREAS, the Assignor entered into that certain contract dated May 2007 by and between  
Cache Box Properties, Inc., Burris Enterprises, Inc., and Walter A Heyman, and

WHEREAS, J. Alton Veibell has acquired Walter A. Heyman's interest in said contract by  
reason of foreclosing the real property known as High Country Estates Subdivision, and

WHEREAS, Cache Box Properties, Inc. has been liquidated pursuant to a Plan of  
Liquidation adopted December 26, 2008 and said corporation's assets (including the contract  
referred to above) have been distributed to J. Alton Veibell as the sole shareholder of said  
corporation, and

WHEREAS, paragraph 16.6 of the contract provides that an assignment may be made to an  
affiliate of a Party and J. Alton Veibell is an affiliate of Cache Box Properties, Inc.;

NOW, THEREFORE, the Assignor does hereby convey, transfer and assign all its righ ,  
title and interest in said contract to the Assignee.

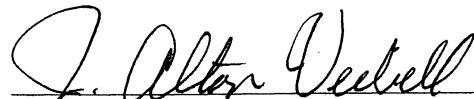
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and  
year first above-written.

ASSIGNOR:

ASSIGNEE:

CACHE BOX PROPERTIES, INC.

  
\_\_\_\_\_  
J. ALTON VEIBELL, CHAIRMAN

  
\_\_\_\_\_

alt

TPH20889

GRANTEE'S ADDRESS:

High Country Estates Homeowners Association  
C/O Walter A. Heyman  
6575 W. 7300 N.  
American Fork, UT 84003

# EASEMENT DEED

J. ALTON VEBELL

Grantor,

of Beaver Dam, County of Box Elder, State of Utah  
hereby CONVEYS and GRANTS to

HIGH COUNTRY ESTATES HOMEOWNERS ASSOCIATION, a Utah non-profit corporation

Grantee,

of BEAVER DAM, County of Box Elder, State of Utah,  
for the sum of TEN DOLLARS and other good and valuable consideration,  
the following tract of land in CACHE County, State of Utah, to-wit:

THE FOLLOWING PARCEL DESCRIPTIONS FOR THE EASEMENT PURPOSES GIVEN THEREIN:

SEE ATTACHED PARCEL N AND EXHIBIT N  
SEE ATTACHED PARCELS AND EXHIBITS

12-046-0002

Subject to easements, restrictions and rights of way appearing of record and enforceable in law .

WITNESS the hand of said grantor, **this** 1<sup>st</sup> day of December, 2007

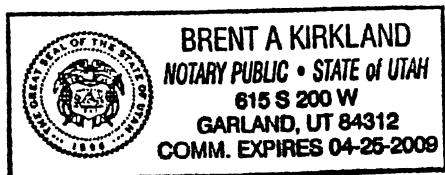
*J. ALTON VEBELL*

STATE OF UTAH

COUNTY OF BOX ELDER )  
:ss

On the 16<sup>th</sup> day of December, 2007, personally appeared before me J. ALTON VEBELL, the signer(s) of the

within instrument, who duly acknowledged to me that he executed the same.



Notary Public

North Road Easement for access to High Country Estates Subdivision

**Parcel N**

A 66' wide parcel within Cache County in the northeast quarter of Section 23, T12N, R2W, Salt Lake Base & Meridian beginning a point on the west right of way line of 8000 West (Cache County) also known as 400 West (Box Elder County) S. 00°10'27" E. 2036.02 feet and N. 89°23'09" W. 49.50 feet from the northeast corner of said Section 23; thence the following courses to describe the centerline of said 66' strip:

N 89°23'09" W	811.54 feet	; thence
N 88°31'39" W	396.56 feet	to a tangent curve to the left; thence
Westerly	88.19 feet	along said curve to the left (Delta= 5°03'09", R =1000.00' T = 44.12', LC = 88.16', CHB = N.88°56'46"W.) to a tangent line; thence
S 86°25'12" W	85.14 feet	to the Box Elder County Line which is the point of termination.

Area: 90,687 sq.ft./ 2.082 acre

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Easement for access to High Country Estates Subdivision  
South Road Easement for access to High Country Estates Subdivision

Easement for south access to High Country Estates Subdivision

**Parcels**

A 66' wide parcel within Cache County in the southeast quarter of Section 23, T12N, R2W, Salt Lake Base & Meridian beginning at a point on the centerline of 800 West (Cache County) also known as 400 West (Box Elder County) N. 00°10'27" W. 1150.98 feet from the southeast corner of Section 23 the boundaries of said 66' wide strip to be extended or shortened from west right of way line of 8000 West (Cache County) also 400 West (Box Elder County) to the Box Elder County Line; thence the following courses:

S. 32°12'43" W. Southerly	774.30 feet 48.89 feet	to a tangent curve to the left; thence along said curve to the left (Delta= 9°20'14", R = 300.00', T = 24.50', LC = 48.84', CHB = S.27°32'36"W.) to a tangent line; thence
S. 22°52'29" W. Westerly	230.13 feet 219.58 feet	to a tangent curve to the right; thence along said curve to the right (Delta = 125a48'31", R = 100.00', T = 195.45', LC = 178.05', CHB = S.85°46'45"W.) to a tangent line; thence
N. 31°19'00" W. Northwesterly	304.88 feet 112.07 feet	to a tangent curve to the left; thence along said curve to the left (Delta= 32°06'28", R = 200.00', T = 57.55', LC = 110.62', CHB =N.47°22'14" W.) to a tangent line; thence
N. 63°25'28" W.	109.11 feet	to the Box Elder County Line.

Area: 112,462 sq.ft./ 2.582 acre

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South Road Easement for access to High Country Estates Subdivision

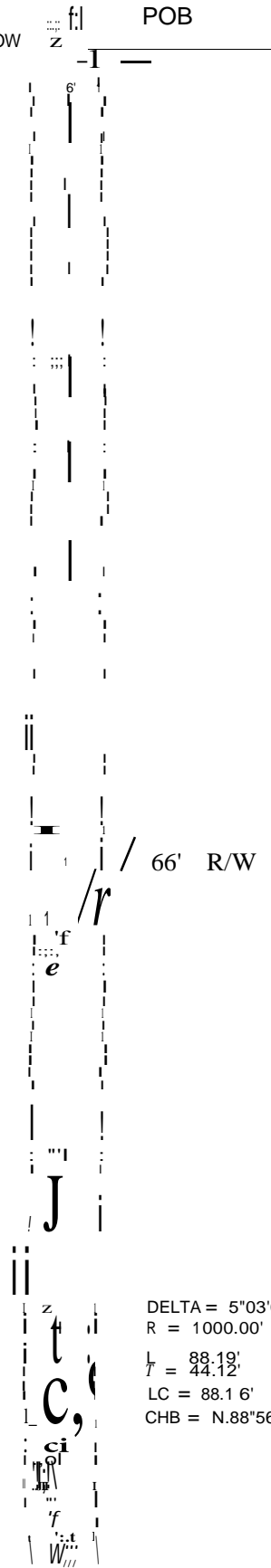
NE CORNER  
SECTION 23  
T12N, R2W, SLB & M

8000 WEST (CASH CO. 100°10'27"E)

400 WEST (BOX ELDER COUNTY) 2036.02' WEST ROW

POB

# EXHIBIT N



66' R/W

DELTA = 5°03'09"  
R = 1000.00'  
t = 88.19'  
LC = 88.16'  
CHB = N.88°56'46"W.

CACHE COUNTY\_1 | · 1'''\_3 | \_\_\_\_\_

BOX ELDER COUNTY

# EXHIBIT S



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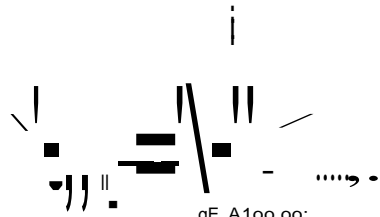
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L = 219.58,  
T = 195.45 ,  
LC = 178.0 '45"W.  
CHB = 5.85 46

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SECTION :- SLO > -



**QUIT CLAIM DEED**

WILLOW CREEK WATER COMPANY, INC. A UTAH NON-PROFIT CORPORATION *FIKJA*  
WILLOW CREEK WATER COMPANY, LC of 14005 N. 400 W. Beaver Dam, Box Elder County, UT and  
WALTER A. HEYMAN of 6575 W. 7300 N. American Fork, Utah County, UT GRANTORS

hereby QUIT-CLAIM to

WILLOW CREEK WATER COMPANY, INC. A UTAH NON-PROFIT CORPORATION, GRANTEE,  
of 14005 N. 400 W. BEAVER DAM, BOX ELDER COUNTY, STATE OF UTAH 84306

for the sum of TEN AND NO/DOLLARS and other good and valuable consideration, the following tract of land in BOX  
ELDER County State of, to-wit

CORRECTION DESCRIPTION OF PARCEL 1 and 2 AS ORIGINALLY DESCRIBED IN QCD recorded March 18,  
1998 as entry no. 108612 in Book 672 at Page 790, records of Box Elder County, UT and in QCD recorded March 18,  
1998 as entry no. 679183 in Book 798 at Page 610, records of Cache County, UT to wit:

SEE ATTACHED NEW DESCRIPTIONS FOR PARCEL 1 AND 2

(affects original Tax ID #s 06-038-0015 & 0016 BE County and 12-046-0008 Cache County)

WITNESS, the hand of said grantors, this 13 day of 11trc..4, 2007

WILLOW CREEK WATER COMPANY, INC.

BY: J. Alton Veibell  
J. ALTON VEIBELL, PRESIDENT

\_\_\_\_\_  
WALTER A. HEYMAN

STATE OF UTAH

)ss.

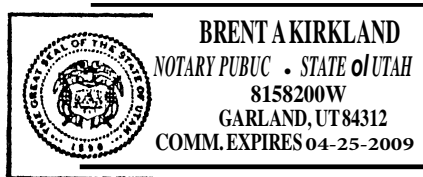
COUNTY OF BOX ELDER

On ~~the~~ day of fillare-11, 2007 personally appeared before me J. ALTON VEIBELL, who did state that  
he is the PRESIDENT of WILLOW CREEK WATER COMPANY, INC, A UTAH NON-PROFIT CORPORATION the  
signer of the foregoing instrument, who duly acknowledged to me that HE executed the same in behalf of said  
Corporation, as duly authorized by corpor \_\_\_\_\_ olution and/or by authority of its corporate by-laws..

Brent A Kirkland

Notary Public residing in:

My commission expires:



STATE OF UTAH



**Parcel1**

BEGINNING at an angle point on the Box Elder/Cache County Line South 00°10'27" East 3,967.54 feet and West 1,314.55 feet from the NE Corner of Section 23, T12N, R2W, SLB & M; thence running the following courses:

S 62°06'25" W	30.64 feet	to a future ROW line of Willow Creek Drive being a non-tangent curve to the left; thence
Northerly	59.90 feet	along said curve to the left (R = 433.00', Delta= 7°55'36", T = 30.00', LC = 59.86', CHB = N 31°51 '23" W); thence
N 54°10'49" E	66.54 feet	to the Box Elder/Cache County Line; thence
S 03°34'48" E	75.59 feet	along said Box Elder/Cache County Line to the point ofbeginning.

Contains: 3001 s.f. or 0.069 acre

**Parcel2**

BEGINNING at a point on the South line of Section 23, 1,289.07 feet S. 89°46'53" W. from the SE Corner Section 23, T12N, R2W, SLB & M; and running thence N. 21°44'06" E. 103.27 feet; thence S. 84°33'17" W. 96.85 feet; thence S. 11°27'23" W. 89.79 feet; thence N. 89°46'53" E. 75.81 feet to the Point ofBeginning.

Contains: 7744 s.f. or 0.178 acre

U.S. Corporation Income Tax Return

For calendar year 2011 or tax year beginning ----- ' 2011, end. -----, 20

2011

A Check If:

- 1a Consolidated return (attach Form 851)
b Life/nonlife consolidated return
2 Personal holding co. (attach Sch. PH)
3 Personal service corp. (see instructions)
4 Schedule M-3 attached

TYPE OR PRINT

Name No., street, and room or suite no. City/town, state, and ZIP code

WILLOW CREEK WATER CO INC.
1265 EAST 300 NORTH
LOGAN UT 84321

B Employer Identification no.

90-0745376

C Date incorporated

07-20-2011

D Total assets (see instructions)

\$ 43,868

E Check if: (1) Initial return (2) Final return (3) Name change (4) Address change

Table with 11 columns: Line number, Description, and Amount. Includes sections for Income (lines 1-11), Deductions (lines 12-26), and Taxes (lines 27-36). Total taxable income is 0.

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules & statements, & to the best of my knowledge & belief, it is true, correct, & complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer: DEAN MEACHAM, Date: 08-28-2012, Title: DIRECTOR

May the IRS discuss this return with preparer shown below (see inst.)? Yes No

Table for Preparer Use Only with fields for Preparer's name, signature, date, firm's name, address, and phone number.

<b>Schedule C Dividends and Special Deductions</b> (see instructions)	(a) Dividends received	(b)%	(c) Special deductions (a) x (b)
Dividends from less-than-20%-owned domestic corporations (other than debt-financed stock) .....		70	
2 Dividends from 20%-or-more-owned domestic corporations (other than debt-financed stock) .....		80	
3 Dividends on debt-financed stock of domestic and foreign corporations.....		see instructions	
4 Dividends on certain preferred stock of less-than-20%-owned public utilities		42	
5 Dividends on certain preferred stock of 20%-or-more-owned public utilities ..		48	
6 Dividends from less-than-20%-owned foreign corporations and certain FSCs		70	
7 Dividends from 20%-or-more-owned foreign corporations and certain FSCs		80	
8 Dividends from wholly owned foreign subsidiaries .....		100	
9 <b>Total.</b> Add lines 1 through 8. See instructions for limitation .....			0
10 Dividends from domestic corporations received by a small business investment company operating under the Small Business Investment Act of 1958 .....		100	
11 Dividends from affiliated group members		100	
12 Dividends from certain FSCs .....		100	
13 Dividends from foreign corporations not included on lines 3, 6, 7, 8, 11, or 12			
14 Income from controlled foreign corps. under subpart F (attach Form(s) 5471)			
15 Foreign dividend gross-up .....			
16 IC-DISC and former DISC dividends not included on lines 1, 2, or 3 .....			
17 Other dividends .....			
18 Deduction for dividends paid on certain preferred stock of public utilities .....			
19 <b>Total dividends.</b> Add lines 1 through 17. Enter here and on page 1, line 4	0		
20 <b>Total special deductions.</b> Add lines 9, 10, 11, 12, and 18. Enter here and on page 1, line 29b. ....			0

IS.M!H m ::: ,tl Tax Computation and Payment (see instructions)

Part I--Tax

Table with 11 main rows and sub-rows (5b-5e, 9a-9f) for tax calculations. Includes items like 'Check if the corporation is a member of a controlled group', 'Income tax', 'Alternative minimum tax', 'Foreign tax credit', etc. Total tax is 0.

Part II--Payments and Refundable Credits

Table with 12 main rows and sub-rows (19a-19d) for payment and credit calculations. Includes items like '2010 overpayment credited to 2011', '2011 estimated tax payments', '2011 refund applied for on Form 4466', etc. Total payments and credits are 0.

Schedule K Other Information (see instructions)

Table with 4 main rows and sub-rows for 'Other Information'. Includes questions about accounting methods, business activity codes (221000, CULINARY WATER PROVIDER), and ownership percentages. Yes/No columns are present.

Schedule K Other Information continued (see instructions)

	Yes	No
5 At the end of the tax year, did the corporation:		
a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation not included on Form 851, Affiliations Schedule? For rules of constructive ownership, see instructions		X
If "Yes," _____ below.		

(i) Name of Corporation	(ii) Employer ID Number (if any)	(iii) Country of Incorporation	(iv) Percentage Owned in Voting

	Yes	No
b Own _____ 20% or more, or _____, an _____ of 50% or more _____ any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions		X
If "Yes," _____ below.		

(i) Name of Entity	(ii) Employer ID Number (if any)	(iii) Country of Organization	(iv) Maximum Percentage Owned in Profit, Loss, or Capital

6 During this tax year, did the corporation pay dividends (other than stock dividends and distributions in exchange for stock) in excess of the corporation's current and accumulated earnings and profits? (See sections 301 and 316.)	X
If "Yes," file Form 5452, Corporate Report of Nondividend Distributions.	
If this is a consolidated return, answer here for the parent corporation and on Form 851 for each subsidiary.	
7 At any time during the tax year, did one foreign person own, directly or indirectly, at least 25% of (a) the total voting power of all classes of the corporation's stock entitled to vote or (b) the total value of all classes of the corporation's stock?	X
For rules of attribution, see section 318. If "Yes," enter:	
(i) Percentage owned _____ and (ii) Owner's country _____	
(c) The corporation may have to file Form 5472, Information Return of a 25% Foreign-Owned U.S. Corporation or a Foreign Corporation Engaged in a U.S. Trade or Business. Enter the number of Forms 5472 attached _____	
8 Check this box if the corporation issued publicly offered debt instruments with original issue discount _____ 0	
If checked, the corp. may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments.	
9 Enter the amount of tax-exempt interest received or accrued during the tax year _____ \$ _____	
10 Enter the number of shareholders at the end of the tax year (if 100 or fewer) _____	
11 If the corporation has an NOL for the tax year and is electing to forego the carryback check here: _____	
If the corporation is filing a consolidated return, the statement required by Regulations section 1.1502-21(b)(3) must be attached or the election will not be valid.	
12 Enter available NOL carryover from prior tax years (do not reduce it by any deduction on ln. 29a.) _____ \$ _____	
13 Are the corporation's total receipts (line 1c plus lines 4 through 10 on page 1) for the tax year and its total assets at the end of the tax year less than \$250,000?	X
If "Yes," the corporation is not required to complete Sch. L, M-1, and M-2 on page 5. Instead, enter total amount of cash distributions and book value of property distributions (other than cash) made during the tax year. _____ \$ _____	
14 Is the corporation required to file Schedule UTP (Form 1120), Uncertain Tax Position Statement (see instructions)?	X
If "Yes," complete and attach Schedule UTP.	
15a Did the corporation make any payments in 2011 that would require it to file Form(s) 1099 (see instructions)?	X
b If _____ did or will the _____ file all _____ Forms 1099?	

Schedule L	Balance Sheets per Books	Beginning of tax year		End of tax year	
		(a)	(b)	(c)	(d)
<b>Assets</b>					
	Cash				
2a	Trade notes and accounts receivable . . . .				
b	Less allowance for bad debts . . . . .	( )		( )	
3	Inventories . . . . .				
4	U.S. government obligations . . . . .				
5	Tax-exempt securities (see instructions) . .				
6	Other current assets (attach schedule) . . .				
7	Loans to shareholders . . . . .				
8	Mortgage and real estate loans . . . . .				
9	Other investments (attach schedule) . . . .				
10a	Buildings and other depreciable assets . . .				
b	Less accumulated depreciation . . . . .	( )		( )	
11a	Depletable assets . . . . .				
b	Less accumulated depletion . . . . .	( )		( )	
12	Land (net of any amortization) . . . . .				
13a	Intangible assets (amortizable only) . . . .				
b	Less accumulated amortization . . . . .				
14	Other assets (attach schedule) . . . . .	( )		( )	
15	Total assets . . . . .				
<b>Liabilities and Shareholders' Equity</b>					
16	Accounts payable . . . . .				
17	Mortgages, notes, bonds payable m less than 1 year				
18	Other current liabilities (attach schedule)				
19	Loans from shareholders . . . . .				
20	Mortgages, notes, bonds payable m 1 year or more				
21	Other liabilities (attach schedule) . . . . .				
22	Capital stock: a Preferred stock . . . . .				
	b Common stock . . . . .				
23	Additional paid-in capital . . . . .				
24	Retained earnings -- Appropriated (attach sch.) **				
25	Retained earnings-- Unappropriated. . . .				
26	Adjustments to shareholders' equity (attach sch.)				
27	Less cost of treasury stock . . . . .				
28	Total liabilities and shareholders'				
<b>Reconciliation of Income (Loss) per Books With Income per Return</b>					
Note: Schedule M-3 required instead of Schedule M-1 if total assets are \$40 million or more-- see instructions					
	Net income (loss) per books. . . . .		7	Income recorded on books this year not included on this return (itemize):	
2	Federal income tax per books. . . . .			Tax-exempt \$	
3	Excess of capital losses over capital gains			interest. . . . .	
4	Inc. subject to tax not recorded on books this year (itemize): _____				
5	Expenses recorded on books this year not deducted on this return (itemize):		8	Deductions on this return not charged against book income this year (itemize):	
a	Depreciation \$ _____			a Depreciation \$ _____	
b	Charitable contributions \$ _____			b Charitable contributions \$ _____	
c	Travel and entertainment \$ _____				
6	Add lines 1 through 5 . . . . .		9	Add lines 7 and 8 . . . . .	
			10	Income (page 1, line 28) -- line 6 less line 9	

Schedule M-2	Analysis of Unappropriated Retained Earnings per Books (Line 25, Schedule L)
	Balance at beginning of year . . . . .
2	Net income (loss) per books . . . . .
3	Other increases (itemize): _____
4	Add lines 1 and 3
5	Distributions: a Cash . . . . .
	b Stock . . . . .
6	Other decreases c Property . . . . .
	(itemize): _____
7	Add lines 5 and 6 . . . . .
8	Balance at end of year (line 4 less line 7)

# Depreciation and Amortization (Including Information on Listed Property)

Department of the Treasury  
Internal Revenue Service (99)

... See separate Instructions. ... Attach to your tax return.

Name(s) shown on return <b>WILLOW CREEK WATER CO INC.</b>	Business or activity to which this form relates <b>OR FORM 1120</b>	Identifying number <b>90-0745376</b>
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**Election To Expense Certain Property Under Section 179**

Note: If you have any listed property, complete Part V before you complete Part I.

1 Maximum amount (see instructions) .....	<b>1</b>	
2 Total cost of section 179 property placed in service (see instructions) .....	<b>2</b>	
3 Threshold cost of section 179 property before reduction in limitation (see instructions) .....	<b>3</b>	
4 Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0- .....	<b>4</b>	
5 Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions .....	<b>5</b>	500,000

(a) Description of property	(b) Cost (busn. use only)	(c) Elected cost
7 Listed property. Enter the amount from line 29 .....	<b>7</b>	
8 Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7 .....	<b>8</b>	
9 Tentative deduction. Enter the smaller of line 5 or line 8 .....	<b>9</b>	
10 Carryover of disallowed deduction from line 13 of your 2010 Form 4562 .....	<b>10</b>	
11 Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions) .....	<b>11</b>	500,000
12 Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11 .....	<b>12</b>	
13 Carryover of disallowed deduction to 2012. Add lines 9 and less line 12. ...		

Note: Do not use Part II or Part III below for listed property. Instead, use Part V

**Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)**

14 Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions) .....	<b>14</b>	29,014
15 Property subject to section 168(1)(1) election .....	<b>15</b>	
16 Other depreciation (including ACRS) .....	<b>16</b>	

**MACRS Depreciation (Do not include listed property.) (See instructions.)**

**Section A**

17 MACRS deductions for assets placed in service in tax years beginning before 2011 .....	<b>17</b>	
18 If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here <input type="checkbox"/> .....		

**Section B -- Assets Placed in Service During 2011 Tax Year Using the General Depreciation System**

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depr. (business/investment use only -- see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
<b>19a</b> 3-year property						
<b>b</b> 5-year property						
<b>c</b> 7-year property						
<b>d</b> 10-year property						
<b>e</b> 15-year property		20,000	15	HY	150 DB	1,000
<b>f</b> 20-year property						
<b>g</b> 25-year property			25 yrs.		S/L	
<b>h</b> Residential rental property			27.5 yrs.	MM	S/L	
			27.5 yrs.	MM	S/L	
<b>i</b> Nonresidential real property			39 yrs.	MM	S/L	
				MM	S/L	

**Section C -- Assets Placed in Service During 2011 Tax Year Using the Alternative Depreciation System**

<b>20a</b> Class life					S/L
<b>b</b> 12-year			12 yrs.		S/L
<b>c</b> 40-year			40 yrs.	MM	S/L

**Part IV Summary (See instructions.)**

21 Listed property. Enter amount from line 28 .....	<b>21</b>	
22 Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations -- see instructions .....	<b>22</b>	30,014
23 For assets shown above and placed in service during the current year, enter the of the basis attributable to section 263A costs .....		

For Paperwork Reduction Act Notice, see separate Instructions.



2011 DETAIL STATEMENTS

WILLOW CREEK WATER CO INC.  
90-0745376

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STATEMENT #1 - TAXES & LICENSES (1120/H/1120C 17/12/15)

TAXES & LICENSES:

OTHER TAXES.....	12	
LICENSES.....	37	
TOTAL TAXES & LICENSES.....		49

TOTAL CARRIED TO 1120/H/1120C 17/12/15..... 49

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STATEMENT #2 - OTHER DEDUCTIONS (1120/H/1120C 26/15/23)

OTHER DEDUCTIONS:

ACCOUNTING.....	831	
INSURANCE.....	2,177	
LEGAL & PROFESSIONAL.....	15,228	
POSTAGE.....	25	
SUPPLIES.....	65	
UTILITIES.....	1,204	
OTHER BUSINESS DEDUCTIONS.....	2,508	
TOTAL OTHER DEDUCTIONS.....		22,038

TOTAL CARRIED TO 1120/H/1120C 26/15/23..... 22,038

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## 2011 Federal Depreciation Schedule

WILLOW CREEK WATER CO INC.  
90-0745376

08-26-2012

Description	Date	Method	Year	Cost	Land/ Other	§179	Spec Allow	Basis	Prior	Current
<b>Improvements</b>										
WELL	05-05-11	150DBHY	15	20,000	0	0	0	20,000	0	1,000
1 Asset			Totals:	20,000	0	0	0	20,000	0	1,000
<b>Equipment &amp; Machinery</b>										
WATER PUMP	01-01-09	200DBHY	7	733	0	0	0	733	733	0
PUMP EQUIPMENT	01-01-09	200DBHY	7	1,118	0	0	0	1,118	1,118	0
PUMP EQUIPMENT	05-05-11	200DBHY	7	29,014	0	0	29,014	0	0	0
3 Assets			Totals:	30,865	0	0	29,014	1,851	1,851	0
4Assets			Grand Totals:	50,865	0	0	29,014	21,851	1,851	1,000
<b>Balance Sheet Reconciliation</b>										
			Grand Totals:	50,865	0	0	29,014	21,851	1,851	1,000
			Less Future Purchases:	0	0	0	0	0	0	0
			Less Current Year Disposals:	0	0	0	0	0	0	0
			End of Year Totals:	50,865	0	0	29,014	21,851	1,851	1,000
Buildings and Other Depreciable Assets:				50,865					Prior Depreciation:	1,851
									Current Deoreciation:	1,000
									179:	0
									Special Depreciation Allowance:	29,014
									Ending Accumulated Depreciation (Per Balance Sheet):	31,865
Land:				0						
Intangible Assets (Amortizable Only):				0					Prior Amortization:	0
									Current Amortization:	0
									179:	0
									Special Depreciation Allowance:	0
									Ending Accumulated Amortization (Per Balance Sheet):	0

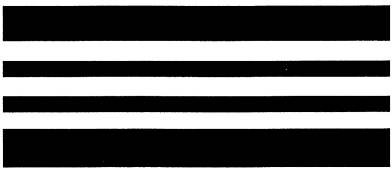
\*Asset disposed this year

-C Carryover basis in like-kind exchange transaction

-B Excess basis in like-kind exchange transaction

20101

1043



Utah Corporation Franchise or Income Tax Return

2011 TC-20

For calendar year 2011 or fiscal year (mm/dd/yyyy): beginning-- 2011 and ending--

- Amended Return (code 1 - 4) Mark "X" if you filed federal form 8886

Mark "X" if this is a new address: Physical address Mailing address

WILLOW CREEK WATER CO INC. 1265 EAST 300 NORTH LOGAN UT 84321 4354583429

Employer Identification Number 900745376 UT Incorporation/Qualification No. 20472120142

- 1 If this corporation conducted any Utah business activity during the taxable year, enter "X" - 1 X
2 If the corporation joined in a federal consolidated return, enter "X" - 2
3 Mark "X" (one only) if this return constitutes a: "water's edge" combined report e3b "water's edge" election under UC §59-7-402(2) - 3c "worldwide" combined report
4 If this corporation made an election for any member of the federal affiliated group during the taxable year, enter "X" - 4a IRC Section 338 e4b IRC Section 338(h)(10) - 4c IRC Section 336(e)
5 If this return includes any financial institution defined by Tax Commission Rule R865-6F-32, enter "X" e5
6 Ultimate U.S. parent's name - 6 EIN
7 Total tax -- enter amount from Schedule A, line 26 e7 100.
8 Total refundable credits and prepayments-- enter amount from Schedule A, line 30 e8 0.
9 Tax due --subtract line 8 from line 7 (not less than zero) e9 100.
10 Penalties and interest (see instructions) 10
11 Pay this amount-- add lines 9 and 10. Make check payable to Utah State Tax Commission - 11 100.
12 Overpayment-- subtract line 7 from line 8 (not less than zero) 12
13 Amount of overpayment on line 12 to be applied to next taxable year - 13
14 Refund --subtract line 13 from line 12 - 14 O.

- 15 Mark "X" for each quarterly estimated prepayment meeting an exception (attach documentation): 1st 2nd 3rd 4th

USTC USE ONLY

Under penalties of perjury, I declare to the best of my knowledge and belief, this return and accompanying schedules are true, correct and complete.

Table with 4 columns: SIGNATURE, TITLE, DATE, USTC USE ONLY. Includes preparer information for DEAN MEACHAM, DIRECTOR, dated 08/28/2012, and firm address DEAN MEACHAM INC, 1942 NORTH MAIN, NORTH LOGAN, UT 84341.

Note: Utah Code §59-7-519 extends the Statute of Limitations for tax assessment when required information is not fully reported.

What is the date of incorporation 07/20/2011 and in what state? UT

2 If this corporation is dissolved or withdrawn, see Dissolution or Withdrawal in the General Instructions.

3 Yes  No  Did this corporation at any time during its tax year own more than 50 percent of the voting stock of another corporation or corporations? If yes, provide the following for each corporation so owned. Attach additional pages if needed.

Name of corporation

Address

City, State, Zip Code

Percent of stock owned % Date stock acquired

4 Yes  No  Is 50 percent or more of the voting stock of this corporation owned by another corporation? If yes, provide the following information about the corporation.

Name of corporation

Address

City, State, Zip Code

Percent of stock owned %

5 Yes  No  Did this corporation or its subsidiary(ies) have a change in control or ownership or acquired control or ownership of any other legal entity this year?

6 Where are the corporate books and records maintained?

14005 N 400 W COLLINSTON UT 84306

7 What is the state of commercial domicile? UT

8 What is the last year for which a federal examination has been completed?

Under separate cover, send a summary and supporting schedules for all federal adjustments and the federal tax liability for each year for which federal audit adjustments have not been reported to the Tax Commission and indicate date of final determination. Forward information to:

Auditing Division, Utah State Tax Commission, 210 North 1950 West, Salt Lake City, UT 84134-2000.

9 For what years are federal examinations now in progress, and/or final determination of past examinations still pending?

10 For what years have extensions for proposing additional assessments of federal tax been agreed to with the Internal Revenue Service?

1	Unadjusted income (loss) before NOL and special deductions from federal form 1120, line 28	e-1	-38602.
2	Additions to unadjusted income from Schedule B, line 15	e-2	
3	Add line 1 and line 2	3	-38602.
4	Subtractions from unadjusted income from Schedule C, line 16	e-4	
5	Adjusted income (loss) -- subtract line 4 from line 3	e5	-38602.
6	Utah nonbusiness income net of expenses from Schedule H, line 14	e6	
7	Non-Utah nonbusiness income net of expenses from Schedule H, line 28	e-7	
8	Total nonbusiness income net of expenses -- add lines 6 and 7	8	
9	Apportionable income (loss) before contributions deduction- subtract line 8 from line 5	e9	-38602.
10	Utah contributions deduction from Schedule D, line 6	e-10	
11	Apportionable income (loss)-- subtract line 10 from line 9	11	-38602
12	Apportionment fraction -- enter 1.000000, or Schedule J, line 9, 13 or 16, if applicable	12	1.000000
13	Apportioned income (loss)-- line 11 multiplied by line 12	e-13	-38602
14	Utah nonbusiness income net of expenses (from line 6 above)	14	
15	Utah income (loss) before Utah net loss deduction-- add line 13 and line 14	e-15	-38602
	If line 15 is a loss and you elected to forego the federal net operating loss carryback, do you want to forego the Utah loss carryback? If no box is checked, the loss will be treated as a carryback. Use form TC-20L to claim a refund of prior year tax for a loss carryback.		<input checked="" type="radio"/> Yes <input type="radio"/> X No
16	Utah net loss carried forward from prior years (attach documentation)	e-16	0.
17	Net Utah taxable Income (loss)-- subtract line 16 from line 15	e-17	-38602.
18	Calculation of tax (see instructions):		
	a Multiply line 17 by 5% (.05) (not less than zero)	18 a	0.
	b Minimum tax-- enter \$100 or amount from Schedule M, line b	e-18 b	100.
	Tax amount-- enter the greater of line 18a or line 18b	e-18	100.
19	Interest on installment sales	e-19	
20	Recapture of low-income housing credit	e20	
21	Total tax-- add lines 18 through 20	e-21	100.
	Carry to Schedule A, page 2, line 22		

22	Enter tax from Schedule A, page 1, line 21		• 22	100 .
23	Nonrefundable credits (see instructions for two-digit codes)			
	Code	<u>Amount</u>		
	• 23a		• 23b	
	• 23c		• 23d	
	■		■	
	Total nonrefundable credits -- add lines 23a through 23f		• 23	
24	Net tax-- subtract line 23 from line 22 (cannot be less than line 18b or less than zero)		• 24	100.
25	Use tax, if \$400 or less (see instructions)		• 25	
26	<b>Total tax</b> -- add lines 24 and 25 Enter here and on TC-20, line 7		• 26	100.

27	Refundable credits (see instructions for two-digit codes)			
	Code	<u>Amount</u>		<u>Amount</u>
	• 27a		• 27b	
	• 27c		• 27d	
	Total refundable credits -- add lines 27a through 27d		• 27	
28	Prepayments from Schedule E, line 4		• 28	
29	Amended returns only (see instructions)		• 29	
30	<b>Total refundable credits and prepayments</b> -- add lines 27 through 29 Enter here and on TC-20, line 8		• 30	

1	Interest from state obligations	• 1
2	a Income taxes paid to any state	• 2a
	b Franchise or privilege taxes paid to any state	• 2b
	c Corporate stock taxes paid to any state	• 2c
	d Any income, franchise or capital stock taxes imposed by a foreign country	• 2d
	e Business and occupation taxes paid to any state	• 2e
3	Safe harbor lease adjustments	• 3
4	Capital loss carryover	• 4
5	Federal deductions taken previously on a Utah return	• 5
6	Federal charitable contributions from federal form 1120, line 19	• 6
7	Gain (loss) on IRC Sections 338(h)(10) or 336(e)	• 7
8	Adjustments due to basis difference	• 8
9	Expenses attributable to 50 percent unitary foreign dividend exclusion	• 9
10	Installment sales income previously reported for federal but not Utah purposes	• 10
11	Non-qualified withdrawal from Utah Educational Savings Plan (UESP) 529 account	• 11
12	Income (loss) from IRC Section 936 corporations	• 12
13	Foreign income (loss) for worldwide combined filers	• 13
14	Income (loss) of unitary corporations not included in federal consolidated return	• 14
15	Total additions-- add lines 1 through 14 Enter here and on Schedule A, line 2	• 15

	Intercompany dividend elimination (see instructions)	- 1
2	Foreign dividend gross-up	- 2
3	Net capital loss	e3
4	a Federal jobs credit salary reduction	- 4a
	b Federal research and development credit expense reduction	- 4b
	c Federal orphan drug credit clinical testing expense reduction	e 4C
	d Expense reduction for other federal credits (attach schedule)	- 4d
5	Safe harbor lease adjustments	- 5
6	Federal income previously taxed by Utah	- 6
7	Fifty percent exclusion for dividends from unitary foreign subsidiaries	- 7
8	Fifty percent exclusion of foreign operating company income (loss)	- 8
9	Gain (loss) on stock sale not recognized for federal purposes (but included in taxable income) when IRC Sections 338(h)(10) or 336(e) have been elected	- 9
10	Basis adjustments	- 10
11	Interest expense not deducted on federal return under IRC Section 265(b) or 291(e)	- 11
12	Dividends received from admitted insurance company subsidiaries exempt under UC §59-7-102(1)(c)	- 12
13	Contributions to the Utah Educational Savings Plan (UESP) 529 account(s)	- 13
14	Dividends received or deemed received by a member of the unitary group from a captive REIT	- 14
15	IRC Section 857(b)(2)(E) deduction from a captive REIT	- 15
16	Total subtractions-- add lines 1 through 15 Enter here and on Schedule A, line 4	- 16



1	Apportionable income before contributions deduction from Schedule A, line 9 If a loss, no contribution deduction is allowed		-38602.
2	Utah contribution limitation—multiply line 1 by 10% (.10)	2	D.
3	Current year contributions	3	
4	Utah contribution carryforward (attach schedule)		
5	Total contributions available -- add lines 3 and 4	5	
6	<b>utah contributions deduction</b> — lesser of line 2 or line 5 Enter here and on Schedule A, line 10	es	0.
7	Contribution carryover to next year -- subtract line 6 from line 5	7	

**Schedule E — Prepayments of Any Type**

**Tc-20, Sch. E**

1	Overpayment applied from prior year	1	
2	Extension prepayment      Date:                      Check No.:	2	
3	Other prepayments (attach additional pages if necessary):		
	Date                      Check No.                      Amount		
	a		
	b		
	c		
	d		
	Total of other prepayments — add lines 3a through 3d	3	
4	Total prepayments-- add lines 1 through 3 Enter here and on Schedule A, line 28	4	