

UTAH PUBLIC
-BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

IN THE MATTER OF THE APPLICATION OF)
EAGLE'S LANDING WATER COMPANY, L.L.C.)
FOR A CERTIFICATE OF CONVENIENCE AND)
NECESSITY TO OPERATE AS A PUBLIC)
UTILITY RENDERING CULINARY WATER)
SERVICE, OR FOR AN EXEMPTION FROM)
PUBLIC SERVICE COMMISSION REGULATION)

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07-2477-01

APPLICATION

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

1. Exact name of applicant:

EAGLE'S LANDING WATER COMPANY, L.L.C.

2. Principal office address:

2696 North University Avenue, Suite 220, Provo, Utah 84604

3. Name of state in which applicant is incorporated and date of incorporation Utah - February 12, 2007. A certified copy of the articles of incorporation and by-laws should accompany this application unless a copy is on file with the Commission. If not incorporated, describe the type of organization and state in which it is organized.

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

Office Held

Manager

Name and Principal
Business Address

David W. Olsen
1094 North Ridge Way
Spanish Fork, UT 84660

5. The type of service (water, sewer or both) which applicant proposes to render is (indicate here and on page 1):

Culinary water to 95 connections with the service area.

6. Applicant is in compliance with and agrees to comply with all regulations and requirements of all state and local government agencies. Copies of all required permits and approvals are made a part of this application. Applicant will be receiving through its water distribution system water from a Commission approved supplier or has attached to this application proof of ownership of sufficient water rights, of sufficient storage, of an approved source with sufficient water flow and of an approved point of diversion.

See collectively Exhibits B through D.

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

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

Provide culinary water to 95 connections within the service area.

(b). The date applicant commenced rendering such service.

Applicant seeks to commence service upon approval from the Public Service Commission through the issuance of a Certificate of Convenience and Necessity.

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

See maps attached hereto as Exhibit C.

9. How Many Connections will the company serve? 95

10. The names of any water companies that are providing (or

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proposing to provide) similar service near or in any part of the area covered by this applicant are as follows: None

11. The applicant is financially responsible as shown by a true and correct financial statement attached hereto and made a part of this application.

See Exhibit D attached hereto.

12. Applicant's proposed tariff, including a map and rate schedules, along with work papers showing how the proposed rates were determined, is also attached as a part of this application.

See Exhibit E attached hereto.

WHEREFORE, applicant prays that the Commission grant a certificate of convenience and necessity to the applicant to operate as a public utility as described above.



David W. Olsen
Manager of EAGLE'S LANDING WATER COMPANY, L.L.C.

Dated this second day of March, 2007.

Subscribed and sworn to before me this 2nd day of March, 2007.



Notary Public

Residing at:

My Commission Expires

Name, address, and signature of attorney representing application:

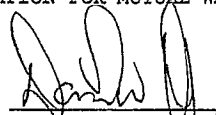
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J. Craig Smith
Christopher Preston
Smith Hartvigsen, PLLC
215 South Street, Suite 650
Salt Lake City, Utah 84111

(A \$100.00 filing fee must accompany this application)
WAIVED if applying for exemption.

NOTE: A COMPANY THAT IS BOTH OWNED AND CONTROLLED BY ITS WATER USERS MAY QUALIFY FOR AN EXEMPTION FROM RATE REGULATION AS A MUTUALLY OWNED WATER COMPANY SERVING ONLY ITS STOCKHOLDERS.

IF THIS IS THE CASE, DO NOT SUBMIT A FILING FEE BUT WRITE ACROSS THE BOTTOM OF THIS FORM "PLEASE CONSIDER THIS AS AN APPLICATION FOR A LETTER OF EXEMPTION AND COMPLETE THE SUPPLEMENTARY INFORMATION FOR MUTUAL WATER COMPANIES."



David W. Olsen
Manager of EAGLE'S LANDING WATER COMPANY, L.L.C.

Dated this second day of March, 2007.

Subscribed and sworn to before me this 2nd day of March, 2007.



Notary Public

Residing at:

My Commission Expires

CHECKLIST

Items Included With Application (indicated in bold)

- A. **Applicant has submitted a certified copy of the articles of incorporation and by-laws unless a copy is on file with the Commission.**
- B. Applicant will be receiving through its water distribution system:
 - 1. Water from a Commission approved supplier or
 - 2. **Has attached to this application:**
 - A. **Proof of ownership of water rights, in the name of the company to be regulated or exempted, sufficient to provide the water promised to each customer.**
 - b. **Proof of ownership of sufficient water storage.**
 - c. **Proof of ownership of an approved water source with sufficient water flow.**
 - d. **Evidence of an approved point of diversion (by Division of Water Rights) from a source that is owned by the water company.**
- C. **Applicant MUST provided maps (8 1/2" by 11") showing location of water system relative to nearby towns and highways and the proposed platted subdivision.**
- D. Applicant has provided financial statements to indicate financial viability including:
 - 1. **A balance sheet for the water company.**
 - 2. **An historical operating statement if the water company is already operating, a projected statement if not yet operating. (See pages 4 and 5 of the Capacity Assessment Summary.)**
- E. Applicant has provided a **proposed tariff** which includes proposed rates and service rules and regulations. Applicant has provided:
 - 1. **Calculations to show that the proposed rates are reasonable based upon actual cost of service. (See pages 4 and 5 of the Capacity Assessment Summary. Exhibit D2) Or**

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2. A statement that the proposed rates are less than the full cost of service but that the developer will subsidize such rates until the system has enough customers on line to operate and cover costs at the proposed rates.
3. A balance sheet for the developer if the water company is to be or was constructed by a developer.

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Utah State Bar Commission
150 East Center
Provo, Utah 84606

**ARTICLES OF ORGANIZATION OF
EAGLE'S LANDING WATER COMPANY, L.L.C.**

The undersigned natural person, acting as the initial manager of a limited liability company under the Utah Limited Liability Company Act, adopts the following Articles of Organization for such limited liability company:

1. **Name.** The name of the limited liability company is **EAGLE'S LANDING WATER COMPANY, L.L.C.**
2. **Duration.** The period of duration of the limited liability company will be 99 years from the date these articles of organization are filed with the Division of Corporations and Commercial Code of the Utah Department of Commerce.
3. **Business Purposes.** The purposes for which the limited liability company is organized are:
 - (a) To buy, sell, lease and hold water rights, irrigation shares and rights and to otherwise manage the usage of water;
 - (b) To engage in any other lawful business activities for which limited liability companies may be organized pursuant to the Utah Limited Liability Company Act.
4. **Registered Office and Registered Agent.** The street address of the limited liability company's initial registered office is 2696 No. University Ave., Suite 220, Provo, UT 84604 and the name of its original registered agent located at that address is Thomas J. Scribner. Should the named registered agent resign, have his authority revoked, or not be found or served with the exercise of reasonable diligence, then the director of the division shall be appointed agent of the company for service of process.
5. **Designated Office.** The initial designated office address shall be the same as its registered office listed above.
6. **Management.** This limited liability company will be managed by a manager or managers. The name of the initial manager is Thomas J. Scribner at 2696 No. University Ave., Suite 220, Provo, UT 84604. He will serve as the manager until the first meeting of the members

or until a successor is elected.

7. **Operating Agreement.** The Operating Agreement of the limited liability company will be executed by each member of the company and will set forth all provisions for the affairs of the company and the conduct of its business to the extent that such provisions are not inconsistent with law or these Articles.

Under penalty of perjury, the undersigned manager does hereby declare that the facts stated in these Articles of Organization have been examined and are, to the best of his knowledge and belief, true, correct and complete on or as of the 12 day of February, 2006.

MANAGER:



THOMAS J. SCRIBNER

The undersigned hereby accepts appointment as registered agent for the above-named limited liability company. I understand the duties of the appointment and voluntarily consent to the same.



THOMAS J. SCRIBNER

OPERATING AGREEMENT

FOR

EAGLE'S LANDING WATER COMPANY, L.L.C.

THIS OPERATING AGREEMENT is made and entered into this 12 day of February, 2007, by the Managing Member (hereinafter referred to as "Members" and individually as "Member").

The Members desire to organize a limited liability company pursuant to the laws of the State of Utah. Accordingly, in consideration of the mutual covenants contained herein, the Members agree and certify as follows:

ARTICLE I

THE LIMITED LIABILITY COMPANY

1.1 Organization. The members hereby organize the limited liability company, EAGLE'S LANDING WATER COMPANY, L.L.C. (the "Company"), subject to the provisions of the Utah Revised Limited Liability Company Act as currently in effect (the "Act"). It is the desire and intent of the Members that the Company be treated as a partnership for purposes of federal and state income taxation.

1.2 Filing. In connection with the execution of this Operating Agreement, the Members shall cause Articles of Organization that comply with the requirements of the Act to be properly filed with the Utah Division of Corporations and Commercial Code, and shall execute such further documents (including amendments to the Articles of Organization) and take such further action as is appropriate to comply with the requirements of law for the formation or operation of a limited liability company in all states and counties where the Company may conduct its business.

1.3 Name. The name of the company shall be EAGLE'S LANDING WATER COMPANY, L.L.C.

1.4 Registered Office, Registered Agent. The location of the registered office of the Company shall be 2696 North University Avenue, Suite 220, Provo, Utah 84604, and thereafter at such other location as the Members may designate. The Company's registered agent located at that address shall be Thomas J. Scribner.

1.5 Events of Dissolution. The Company shall continue for a period of ninety-nine (99) years from the date of the filing of its Articles of Organization with the State of Utah, unless sooner dissolved by:

- (a) the unanimous vote of the Members;

(b) any event which makes it unlawful for the business of the Company to be carried on by the Members; or,

(c) The death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member, or the occurrence of any other event that terminates the eligibility for membership of a Member in the Company.

1.6 Continuance of Company. Notwithstanding the foregoing provisions of Section 1.5, upon the occurrence of an event described in Section 1.5(c), the remaining Members shall have the right to continue the business of the Company. Such right can be exercised only by the affirmative vote of a majority of the remaining Members, within 90 days after the occurrence of an event described in Section 1.5(c), to continue the business of the Company, or by the exercise of certain purchase options granted to the Company and Members under Article VII herein. If not so exercised, the right of the Members to continue the business of the Company shall expire and the Company's affairs shall be wound up as provided in Article VIII.

1.7 Management of Business. The names and place of business of the Manager of the Company is as follows:

David W. Olsen, Manager
1094 North Ridge Way
Spanish Fork, Utah 84660

1.8 Character of Business. The business of the Company shall be:

(a) To buy, sell, lease and hold water rights, irrigation shares and rights and to otherwise manage the usage of water;

(b) To transact any and all other businesses for which limited liability companies may be formed under Utah law; and

(c) To accomplish any of the foregoing purposes for its own account or as nominee, agent or trustee for others.

1.9 Designated Office. The location of the designated office of the Company shall be at, or at such other place as the Manager from time to time may select.

1094 North Ridge Way
Spanish Fork, Utah 84660

1.10 Members. The name and address of each of the Members are as follows:

Hearthstone Development, Inc.
David W. Olsen, Manager
1094 North Ridge Way
Spanish Fork, Utah 84660

ARTICLE II

CAPITAL CONTRIBUTIONS

2.1 Initial Contributions. The Members shall initially contribute to the Company's capital the property or properties described for each Member as follows:

2.2 Interests in Capital. The respective interests of the Members in the original capital contributions to the Company are as follows:

<u>Member</u>	<u>Interest in Capital</u>
Hearthstone Development, Inc.	100%

2.3 Additional Contributions. Except as provided herein, no Member shall be obligated to make any additional contribution(s) to the capital of the Company once all contributions have been provided as described above. If additional capital is needed, contributions may be required upon the unanimous consent of all of the Members.

2.4 Allocations. In accordance with 704(c) of the Internal Revenue Code ("IRC") and applicable Treasury Regulations, income, gain, loss and deductions with respect to any property contributed to the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal tax purposes and its fair market value or its adjusted value under IRC 704(c) and applicable Treasury Regulations. Allocations pursuant to this Section 2.4 are solely for purposes of federal and state taxes, as appropriate, and shall not affect, or in any way be taken into account, in computing any Member's capital account or share of profits, losses, or other items or distributions pursuant to any provision of this Agreement.

2.5 Interest. No interest shall be paid on the capital accounts of the Members.

2.6 Capital Accounts. A separate capital account shall be maintained by the Company for each Member in accordance with IRC 704(b) and Treasury Regulations promulgated thereunder. There shall be credited to each Member's capital account:

(a) The amount of money contributed by the Member to the Company;

(b) The fair market value of property contributed by a Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under IRC, 752); and

(c) Allocations to a Member of Company income and gain (or items thereof), including income and gain exempt from tax and income and gain, as computed for book purposes, in accordance with Treas. Reg. 1.704-1(b)(2)(iv)(g).

Each Member's capital account shall be decreased by:

(a) The amount of money distributed to the Member by the Company;

(b) The fair market value of property distributed to the Member by the Company (net of liabilities secured by such property that such Member is considered to assume or take pursuant to IRC, 752);

(c) Allocations to such Member of expenditures of the Company described in IRC 705(a)(2)(B); and

(d) Allocations of Company loss deduction (or items thereof), including loss of deduction, computed for book purposes, as described in Treas. Reg. 1.704-1(b)(2)(iv)(g).

2.7 Loans to Company. If any Member shall, with the Manager's prior consent, make any loan to the Company or advance money on its behalf, the loan or advance shall not increase the lending Member's capital account, entitle the lending Member to any greater share of Company distributions, or subject the Member to any greater proportion of Company losses. The amount of the loan or advance shall be debt owed by the Company to the lender Member, repayable on the terms and conditions, and bearing interest at the rate agreed upon between the lending Member and the Manager.

ARTICLE III

PROFITS, LOSSES AND DISTRIBUTIONS

3.1 Profits and Losses. The Company's net profits or net losses shall be determined on an annual basis in accordance with generally accepted accounting principles, consistently applied, and shall be allocated to the Members' capital accounts in proportion to their Sharing Ratios, but taking into account each Member's varying interests in the Company during the fiscal year. The Sharing Ratio of each Member is set forth below:

Member

Hearthstone Development, Inc.		100%
<u>Member's Capital Account</u>	X	100
Total Capital Accounts of All Member		

"Capital Account" is defined in Section 2.6 above.

3.2 Distributions. At the sole discretion of the Manager, they shall distribute available funds to the Members in proportion to their Sharing Ratios. "Available funds" for this purpose means the Company's gross cash receipts, less the Company's expenditures, and less the amount that, in the Manager's reasonable judgment, the Company should retain in order to fulfill its business purposes.

3.3 No Shift of Recapture Responsibility. In making the allocation among the Members of gain or profit, the ordinary income portion, if any, of such gain or profit caused by the recapture of cost recovery or any other deductions shall be allocated among those Members who were previously allocated the cost recovery or any other deductions in proportion to the amount of such deductions previously allocated to them. It is intended that the Members, as among themselves, shall bear the burden of recapture caused by cost recovery or other deductions which were previously allocated to them, in proportion to the amount of such deductions which have been allocated to them, notwithstanding that a Member's share of profits, losses or liabilities may increase or decrease from time to time. Nothing in this Article, however, shall cause the Members to be allocated more or less gain or profit than would otherwise be allocated to them pursuant to this Article.

ARTICLE IV

MANAGEMENT

4.1 Members. The liability of the Members shall be limited as provided in the Act. The Members shall take no part whatever in the control, management, direction or operation of the Company's affairs and shall have no power to bind the Company. The Manager may, from time to time, seek advice from the Members on major policy decisions, but the Manager need not accept such advice, and at all times the Manager shall have the exclusive right to control and manage the Company.

4.2 Powers of Managers. The Manager is authorized on the Company's behalf to make all decisions as to:

- (a) the management of all or any part of the Company's assets and business;

(b) the borrowing of money and the granting of security interests in the Company's assets (including loans from Members);

(c) the prepayment, refinancing or extension of any mortgage affecting the Company's assets;

(d) the compromise or release of any of the Company's claims or debts; and

(e) the employment of persons, firms or corporations for the operation and management of the business of the Company.

In exercise of his management powers, the Manager is authorized to execute and deliver all contracts, conveyances, assignments, leases, subleases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the assets of the Company; all checks, drafts, and other orders for the payment of the Company's funds; all promissory notes, mortgages, deeds of trust, security agreements and other similar documents; and all other instruments of any kind or character relating to the Company's affairs, whether like or unlike the foregoing.

4.3 Nominee. The title for the Company's assets shall be held in the Company's name or in the name of any nominee (including Manager so acting) that the Manager may designate. The Manager shall have the power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

4.4 Time Devoted to Business. The Manager shall devote such time to the business of the Company as the Manager, in his discretion, deems necessary for the efficient operation of the Company's business. The Manager shall at all times be free to engage for his own account in all aspects of any business or investment in which the Company is involved.

4.5 Information Relating to Company. Upon request, the Manager shall supply to any Member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records, and materials in the possession of the Manager regarding the Company or its activities. The exercise of the rights contained in this Section 4.5 shall be at the requesting Member's expense.

4.6 Exculpation. Any act or omission of the Manager, the effect of which may cause or result in loss or damage to the Company or the Members, if done in good faith to promote the best interest of the Company, shall not subject the Manager to any liability to the Members.

4.7 Removal of Managing Member. A managing member may be removed only on good cause shown with the unanimous agreement of all other members. Any removed managing member will retain the status of a member of the Limited Liability Company. On the removing of the managing member, the other members of the Limited Liability Company shall elect a member to fill the vacancy.

4.8 Resignations and Removal. Any manager, officer or agent may resign at any time by giving written notice to the operating manager or to all of the members; and, unless otherwise specified therein, the acceptance of the resignation will not be necessary to make it effective.

4.9 Vacancies. A vacancy in any management office may be filled by a unanimous vote of the members at a special meeting called for that purpose.

4.10 Record at Principal Place of Business. The Manager shall cause the Company to keep at its principal place of business the following:

(a) a current list in alphabetical order of the full name and last known business street address of each Member;

(b) a copy of the stamped Articles of Organization and all certificates of amendment thereto, together with executed copies of any powers of attorney pursuant to which any certificate of amendment has been executed.

(c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) copies of any financial statements of the Company, if any, for the three most recent years; and

(e) unless otherwise set forth in the Articles of Organization, a written statement setting forth:

(i) the amount of cash and a description and statement of the agreed value of the other property or services contributed by each Member of which each Member has agreed to contribute;

(ii) the times at which, or the events on the happening of which, any additional contributions agreed to be made by each Member are to be made;

(iii) any right of a Member to receive distributions which include a return of all or any part of the Member's contributions; and

(iv) any event upon the happening of which the Company is to be dissolved and its affairs wound up.

ARTICLE V

COMPENSATION

5.1 Reimbursements of Expenses to Manager. The Manager shall be entitled at all times, on demand, to reimbursement from the Company's funds for their actual Reimbursable Expenses. Reimbursable Expenses shall have priority over all other distribution to the Members, and if not reimbursed within 30 days after demand, such amounts shall become interest-bearing debts of the Company, payable at a rate and upon terms agreed upon between the creditors/Manager and the Company.

5.2 Fee. In addition to reimbursements under Section 3.3 above, the Manager shall be paid a reasonable monthly Manager's Fee, for their services in managing the Company's business and affairs. The manager shall have discretion to set the amount of the Manager's Fee and to adjust it from time to time.

5.3 Accrual. In the event there is insufficient cash available to pay Reimbursable Expenses of fees owed to the Manager, such amounts shall be accrued as payables or indebtedness until such time as cash becomes available for payment of such accrued amounts.

ARTICLE VI

ACCOUNTS

6.1 Books. The Manager shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting as Manager may select. The Company's accounting period shall be the calendar year.

6.2 Transfers During Year. To avoid an interim closing of the Company's books, the share of profits and losses under Article VII of the Member who transferred part or all of his interest in the Company during the calendar year shall be determined by taking his proportionate share of the amount of the profits and losses for the year. The manager shall make the proration based on the portion of the calendar year that has elapsed prior to the transfer. The Manager shall allocate the balance of the profits and losses attributable to the transferred interest to the transferee of such interest.

6.3 Reports. The Manager shall close the books of account promptly after the close of each calendar year, and shall prepare and send to each Member a statement of such Member's distributive share of income and expense for federal income tax reporting purposes.

ARTICLE VII

TRANSFERS OF MEMBERS INTERESTS

7.1 Lifetime Restriction. Except as provided otherwise in this Article VII, no Member may, during the Member's lifetime, sell, assign, transfer, or otherwise encumber any part of the Member's membership interest which the Member now owns or hereafter acquires.

7.2 Related Parties. Transfers out of trust by a Trustee to beneficiaries of the trust are permitted. At any time, a Member may also make an inter vivos transfer of all or part of the Member's membership interest to a trust or trusts for the benefit of any of the following related parties: Member, Member's spouse or children. Provided, however, that a Member shall have this right to transfer only if all of the following conditions are met:

(a) The assignor shall state his intention in the instrument of assignment that the assignee shall become a substituted Member;

(b) The assignor and assignee shall execute such other instruments as the Manager deems necessary or desirable to effect admission of the substituted Member;

(c) The assignee shall execute this Agreement;

(d) The assignee shall bear all reasonable expenses incurred in effecting the substitution; and

(e) The Member making the transfer shall remain the Trustee of the Trust to which the conveyance is made.

The assignee shall not become a substituted Member until the Manager has executed an acceptance with the Member. Further, if such a transfer into trust is made, the Trustee shall be bound as if Trustee were the Member, and unless otherwise agreed upon, in the event of the death, divorce or bankruptcy of the Member, the Trustee shall be bound as if Trustee were the Member.

7.3 Right of First Refusal. If at any time a Member receives a bona fide written offer from a third party for the purchase of all or part of that Member's membership interest, and if the Member desires to accept the offer, or, if a Member proposes to make any other transfer or gift of the Member's interest, the Company and the other Members shall have options, as provided in this Section 7.3, to purchase such part of the interest which is the subject of the offer.

(a) Notice. The Member desiring to sell, exchange or transfer the membership shall give prompt written notice to the Company and the other Members of the offer, and shall attach to Seller's notice a copy of the written offer, or shall provide notice of the intent to exchange or transfer. Seller shall include in Seller's notice a statement setting forth the offering price, the identity of the offer, and all other terms and conditions of the offer or transfer. If the interest is to be exchanged for property other than cash, Seller shall include in Seller's notice a reasonable dollar value of that property, valued as of the date of the written offer.

(b) Company's Right. For thirty (30) days after receipt of Seller's notice, the Company shall have the right to purchase the interest which is the subject of the written offer, either

at the same price and upon the same terms and conditions as set forth in the written offer, or at the Purchase Price set forth in Section 7.6 below, and upon the terms and conditions set forth in Section 7.7; but in no event shall the price paid by the Company exceed the Purchase Price determined under Section 7.6.

(c) Members' Right. If the Company does not exercise the right to purchase the interest Seller proposes to sell, that same option to purchase, as described in paragraph (b) above, shall be given to the other Members for an additional thirty (30) day period, beginning on the date of expiration of the Company's option. In no event shall the total purchase price paid by the other Members desiring to exercise the option hereby ("Purchasing Members") exceed the Purchase Price determined under Section 7.6.

In the absence of a unanimous agreement among the Purchasing Members, the interest which is the subject to the written offer shall be divided according to the proportion that each Purchasing Member's Capital Account (as defined in Sections 2.6 and 3.1) bears to the total of the Capital Accounts of all Purchasing Members, as of the date Seller sends notice of the written offer; provided, however, that the Purchasing Members may not, in the aggregate, purchase less than the entire interest which is the subject of the written offer received by Seller.

Purchasing Members shall become substituted Members with respect to interests purchased under this paragraph (c) as soon as the purchase has been accomplished according to the terms hereof.

(d) Failure to Exercise. If neither the Company nor the other Members exercise their option to purchase, Seller may sell or exchange Seller's interest according to the terms and conditions of the written offer Seller received, or the gift or transfer may then be accomplished, provided that such transfer be consummated within thirty (30) days following the expiration of the other Members' option period. Thereafter, or in the event Seller receives and desires to accept a new written offer, or make any other such transfer, Seller must again give the notice required by paragraph (a) above, and the Company and the other Members shall again have option periods, one following the other, as provided in this Section 7.3.

The purchaser or transferee of Seller's interest under this paragraph (d) shall not be entitled to become a substituted Member and shall have only a right to receive the distributions to which Seller would otherwise have been entitled.

7.4 Involuntary Transfer. In the event a Member's interest is transferred by operation of law, including, without limitation, execution of judgment, or on the divorce or bankruptcy of the Member, the transferee shall not be entitled to become a substituted Member, and shall only have a right to receive the distributions to which the transferor-member would otherwise have been entitled. Such involuntary transfer shall be considered an offer for sale or transfer as set forth as Section 7.3 herein, and the Company Members shall have the right to purchase the interest transferred in accordance with the price and terms allowed under Section 7.6 and 7.7 herein. The Company and the Members shall have the option to purchase the interest as provided under Section 7.3 above, with the first option period beginning the date the Member filing bankruptcy or whose interest is executed

upon provides notice thereof similar to the notice required under Section 7.3 above. The Member shall give Company and the other Members notice of the occurrence of bankruptcy or execution upon a judgment as soon as it occurs. Failure to provide such notice shall not affect the rights of the Company or the remaining Members who may at any time exercise their rights hereunder, with or without notice.

7.5 Transfers on Death. In the event of the death of any Member, the Company and the remaining Members shall have an absolute right to purchase all of the deceased Member's interest, as follows:

(a) Company Right. The Company shall have, for a period of ninety (90) days after appointment of an executor, administrator or personal representative for the deceased Member, an option to purchase the deceased Member's entire interest in the Company. The Purchase Price and payment terms shall be determined in accordance with Sections 7.6 and 7.7 below.

(b) Members' Right. If the Company does not exercise the right to purchase the deceased Member's entire interest by giving notice to the deceased Member's executor, administrator, or personal representative, in writing, within said ninety-day period, the option to purchase shall be given to the remaining Members for an additional thirty (30) day period, beginning on the day that the Company's right to purchase expires. In the absence of a unanimous agreement among the remaining Members who desire to participate in the exercise of this option ('Purchasing Members'), the interest owned by the deceased Member shall be divided according to the proportion that each Purchasing Member's Capital Account (as defined in Sections 2.6 and 3.1) bears to the total Capital Accounts of all of the Purchasing Members, as of the date of the deceased Member's death; provided, however, that the Purchasing Members may not, in the aggregate, purchase less than the entire interest of the deceased Member. The Purchase Price and payment terms shall be determined in accordance with Sections 7.6 and 7.7 below.

Purchasing Members shall become substituted Members with respect to interests purchased under this paragraph (b).

(c) Failure to Purchase. In the event the option to purchase is not exercised by the Company or the remaining Members as provided above, the assignees of the executor, administrator, or personal representative of the deceased Member shall not be entitled to become substituted Members and shall have only the right to receive the distributions to which the deceased Member would otherwise have been entitled.

7.6 Purchase Price. The Purchase Price for a Member's interest sold by a Member to the Company or to another Member under Sections 7.3 or 7.4, or sold by a deceased Member's estate under Section 7.5, shall be the fair market value ('FMV') of the interest, determined as follows:

(a) The Valuation Date for determining FMV shall be the date of the written offer received by Seller in the case of a sale under Section 7.3, the date of filing of bankruptcy or date of execution on a judgment for interests to be acquired pursuant to Section 7.4, or the date of death of deceased Member, in the case of a sale by the deceased Member's estate under Section 7.5.

(b) The Company shall pay for and obtain an appraisal performed by an independent appraiser for each property as of the Valuation Date. Such appraisal shall be made using methods acceptable pursuant to regulations promulgated by the Securities and Exchange Commission for valuation of real properties. Value shall also be appraised concerning the existing contracts related to the real properties.

(c) All other assets shall be valued at their book value using GAAP as promulgated by the American Association of Certified Public Accountants.

(d) The FMV of the Company shall then be determined by the following formula: Sum of appraisal value for real properties and book value of other assets, plus cash on hand at Valuation Date, minus total Company liabilities at Valuation Date.

(e) The Purchase Price of the interest being purchased shall be the product of the percentage of the whole Company which the subject interest represents (based upon relative Capital Account balances) as of Valuation Date, multiplied by the FMV of the Company determined in paragraphs (b) through (d) above.

7.7 Payment and Terms. Payment by the Company or the Members for a sale by a Member under Sections 7.3 or 7.4, or for a sale by a deceased Member's estate under Section 7.5 shall be made as follows:

(a) Thirty percent (30%) of the Purchase Price shall be paid within six (6) months after the Valuation Date defined in Section 7.6(a).

(b) The balance shall be paid in four (4) equal annual installments beginning on the first annual anniversary of the initial payment.

(c) Interest on the unpaid principal balance shall be charged at the Applicable Federal Rate in effect as of the Valuation Date, as the Applicable Federal Rate is defined in 1274 (or a successor provision) of the Internal Revenue Code, compounded semiannually. If there is no Applicable Federal Rate in effect as of the Valuation Date, the interest rate shall be the prime rate in effect on the Valuation Date at Zion's First National Bank in Salt Lake City, Utah. Interest shall begin to accrue after the first payment date, compounded annually. Interest payments shall be made at the time principal payments are made.

7.8 Proration of Gains, etc. for Tax Purposes. In the event of any transfer or assignment of membership interest other than at and as of the close of the Company's fiscal year, all items of gain, loss, deduction or credit for the entire fiscal year in which the transfer or assignment takes place shall be allocated between the transferor and the transferee (or assignor and assignee) by proration based on the portion of the fiscal year that has elapsed prior to the transfer or assignment, regardless of whether those items have been realized as of the date of transfer or assignment takes place.

7.9 Transfer of Capital Account. Upon the transfer of all or part of an interest in the Company, as permitted herein, the capital account of the transferor that is attributable to the transferred interest shall carry over to the transferee Member.

7.10 Authority of Managers. Upon the terms set forth in this Article VII, the Manager is authorized (a) to admit substitute Member; (b) to exercise the power of attorney granted in Article IX to amend this Operating Agreement or the Articles of Organization to reflect such substitution; and (c) to file any such amendment in the appropriate depositories.

ARTICLE VIII

DISSOLUTION AND TERMINATION

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

8.2 Liquidation. Upon the Company's dissolution and the failure of the remaining Members to continue the Company as provided in Section 1.6, the Manager or, if none, some person selected by a majority in number of the Members shall act as liquidator to wind up the Company. The liquidator shall have full power and authority to sell, assign and encumber any or all of the Company's affairs in an orderly and prudent manner. The liquidator shall distribute all proceeds from liquidation to the Members in proportion to their Sharing Ratios.

Liquidating distributions shall be made in accordance with the positive capital account balances of the Members as determined after taking into account all capital account adjustments for the Company's taxable year during which such liquidation occurs, by the end of such taxable year (or, if later, within 90 days after the date of such liquidation).

If a Member has a deficit balance in his capital account following the liquidation of his interest in the Company, as determined after taking into account all capital account adjustments for the Company's taxable year during which such liquidation occurs, he shall be unconditionally obligated at the end of such taxable year (or, if later, within 90 days after the date of such liquidation of the Company) to pay the balance to creditors of the Company or distribute the balance to other Members in accordance with their positive capital account balances, as required above.

8.3 Distribution in Kind. If the liquidator shall determine that a portion of the Company's assets should be distributed in kind to the Members, the liquidator shall distribute such assets to them in undivided interests as tenants in common in proportion to their Sharing Ratios.

8.4 Articles of Dissolution. Upon the completion of the distribution of Company assets, the Company shall be terminated and the Members shall cause the Company to execute Articles of Dissolution and take such other actions as may be necessary to terminate the Company.

ARTICLE IX

POWER OF ATTORNEY

9.1 Appointment of Managers. Each Member, by his execution hereof, does irrevocably constitute and appoint the Manager, with full power of substitution, as his true and lawful attorney, in his name, place, and stead, to file Articles of Organization with the appropriate depositories and to execute, acknowledge, swear to and file (a) all amendments to this Operating Agreement or to the Articles of Organization required by law or authorized or required by the provisions of this Operating Agreement or the Articles of Organization; (b) all certificates and other instruments necessary to qualify or continue the Company as a limited liability Company wherein the Members have limited liability company wherein the Members have limited liability in the states where the Company may be doing business; and, (c) all conveyances and other instruments necessary to effect the Company's dissolution and termination.

9.2 Irrevocable. The powers of attorney granted herein shall be deemed to be coupled with an interest and shall be irrevocable and survive the death or incompetency of the Members. In the event of any conflict between this Operating Agreement and any instruments filed by such attorney pursuant to the power of attorney granted in this section, this Operating Agreement shall control.

ARTICLE X

AMENDMENT TO AGREEMENT

Amendments to this Operating Agreement and to the Articles of Organization that are of an inconsequential nature (as determined by the Manager) and do not affect the rights of the other Members in any material respect, or that are contemplated by this Operation Agreement and to the Articles of Organization (including, without limitations, those contemplated by Article VII) may be made by the Manager through the exercise of the powers of attorney granted in Article IX. Any other amendment to this Operating Agreement and to the Articles of Organization may be proposed to the Members by the Manager. The Manager shall submit to the Members any such proposed amendment and the recommendation of the Manager as to its adoption. A proposed amendment shall become effective at such time as it has been approved in writing by all Members.

ARTICLE XI

NOTICES

11.1 Method for Notices. All notices hereunder shall be sent by first class mail, postage prepaid, and addressed as set forth in Section 1.10 above (except that any Member may from time to time give notice changing address for such purpose) and shall be effective on the date of receipt or upon the fifth day after mailing, whichever is earlier.

11.2 Computation of Time. In computing any period of time under this Operating Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until six o'clock p.m. of the next day which is not a Saturday, Sunday or legal holiday.

ARTICLE XII

GENERAL PROVISIONS

12.1 Entire Agreement. This Operating Agreement (a) contains the entire agreement among the parties; (b) except as provided in Article X, may not be amended nor may any rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment to waiver; (c) shall be construed in accordance with, and governed by, the laws of the State of Utah; and (d) shall be binding upon and shall incur to the benefit of the parties, and their respective personal representatives, successors and assigns, except as set forth above.

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

12.3 Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original and as executed shall constitute one agreement, binding on all Members even though all Members do not sign the same counterpart.

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

12.5 Attorney's Fees. In the event any Member or the Company shall breach this Agreement, the non-breaching parties shall be entitled to recover from the breaching party all attorneys' fees and costs incurred in enforcing this Agreement, with or without suit.

12.6 Fiscal Year. The fiscal year of the entity will end on the 31st day of December. The final year of the entity will end on the date of cancellation of its Articles of Organization.

IN WITNESS WHEREOF, the Members acknowledge under penalties of perjury that the matters and facts set forth in this Operating Agreement are true and that they have signed this Operating Agreement on the respective dated set forth below to be effective as of the date first written above.

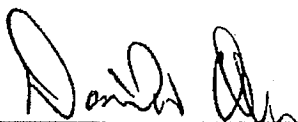
MANAGER:



DAVID W. OLSEN

MEMBER:

Hearthstone Development, Inc.



By: David W. Olsen
President

**MINUTES OF THE ORGANIZATIONAL MEETING OF
EAGLE'S LANDING WATER COMPANY, L.L.C.**

February 12, 2007

The organizational meeting of EAGLE'S LANDING WATER COMPANY, L.L.C. was held on the 12 day of February, 2007, at the office Scribner and McCandless, 2696 North University Ave., Suite 220, Provo, Utah 84604, at 6:00 p.m., for the purpose of adopting the Operating Agreement and other regulations deemed advisable for the operation of the business, and to complete the organization of the company by appointing management, and carrying on any other business brought before the meeting. Present were David W. Olsen and Thomas J. Scribner, Attorney at Law, who served as the organizer.

It was unanimously determined that there will be one initial manager of the company. On motion duly made, seconded and unanimously carried pursuant to the Operating Agreement, those present did unanimously elect the following manager to serve until a vacancy occurs, through removal or resignation:

Name
David W. Olsen

Address
1094 North Ridgeway
Spanish Fork, Utah 84660

The attorney reported that the Secretary of the State of Utah filed the Articles of Organization for the company in that office on March 23, 2005. On motion duly made, seconded and unanimously carried, it was RESOLVED that the Articles of Organization of EAGLE'S LANDING WATER COMPANY, L.L.C., filed with the Division of Corporations and Commercial Code of the Department of Commerce be, and the same are, approved. It was further RESOLVED that the returned document copy of the Articles of Organization for this company be inserted at the front of the book of minutes.

The attorney presented a form of Operating Agreement which was then read Article by Article, and as a whole unanimously adopted. On motion duly made and unanimously passed, it was ORDERED that the approved Operating Agreement be signed by the members and that it be entered into the book of minutes immediately following the Articles of Organization.

The attorney then presented a form of Certificate of Ownership which, on motion duly made, seconded and unanimously carried, was adopted as the form of membership certificate for the company.

On motion duly made, seconded and unanimously passed, the Certificates of Ownership were directed to be issued as follows:

<u>Name and Address</u>	<u>Percent of Ownership</u>
Hearthstone Development, Inc.	100%

On motion duly made, seconded and unanimously carried, it was RESOLVED that the depository of the company be Central Bank, Spanish Fork, Utah; that the manager be authorized as signatory on the company bank account; and that the appropriate Resolution on the bank form is ratified and adopted, and a copy attached to and incorporated in these minutes.

The attorney then reported that the company has power to do all lawful acts permitted under the provisions of the Utah Revised Limited Liability Act. Its ~~initial~~ business is to manage *a water* ~~companies, restaurants and real estate holding~~. It is understood that the manager will be active in the management of the company's activities, and any remaining members, pursuant to the terms of the operating agreement, will have no management powers.

There being no further business, the meeting was declared adjourned.

ATTEST:



MANAGER

EXHIBIT B

2a



Mail Tax Notice to:
Grantee at address below

ENT 72450 BK 5128 PG 784
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1999 Jun 22 10:38 am FEE 13.00 BY AK
RECORDED FOR TITLE WEST TITLE CO

72-990307976

WARRANTY DEED

Juniper Ridge L.L.C. GRANTOR

of: 1494 South Carterville Road, Orem, UT 84097

hereby CONVEYS AND WARRANTS TO

EAGLES LANDING DEVELOPMENT, L.L.C., GRANTEE(S)

of: 724 N 1890 W Provo, UT 84604

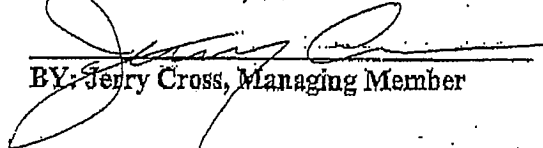
for the sum of (\$10.00) Ten Dollars and other good and valuable considerations the following described tract of land in Utah County, State of Utah, to-wit:

All rights, title and interest in Water Right 51-7252(a22775) and Water Right 51-7221(a22385).

Subject to all restrictions, easements, and rights-of-way of record and current property taxes.

WITNESS the hand of said Grantor this 16th day of June, 1999.

JUNIPER RIDGE, L.L.C.

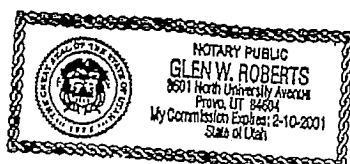
BY:  Jerry Cross, Managing Member

COUNTY OF UTAH)

: ss.

STATE OF UTAH)

On the 16th day of June, 1999, personally appeared before me Jerry Cross, Managing Member, the signor(s) of the within instrument who duly acknowledged before me that they executed the same.



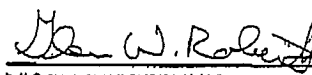

NOTARY PUBLIC

EXHIBIT A

160 acre feet of water right #51-7221 (a22385) to be used or assigned on the following described property
A parcel of land lying in the South half of Section 12 and the Northeast quarter of Section 13, Township 11 South, Range 3 East, and the South half of Section 7 and the North half of Section 18, Township 11 South, Range 4 East, Salt Lake Base and Meridian, being more particularly described as follows:

ENT 72450 BK 5128

Beginning at a found monument marking the West quarter corner of said Section 7; thence North 89° 57' 14" East along the center line of said section for 1650.21 feet; thence South 00° 03' 23" West for 1322.19 feet to a point on the South line of the North half of the Southwest quarter of said section; thence North 89° 57' 03" East along said South line for 1320.75 feet to a point on the North-South center line of said section; thence South 00° 01' 53" West along said center line for 661.06 feet to the Northwest corner of the Southwest quarter of the Southwest quarter of the Southeast quarter of said section; thence North 89° 56' 58" East along the North line of said Southwest quarter for 660.54 feet to the Northeast corner of said Southwest quarter; thence South 00° 01' 15" West along the east line of said Southwest quarter for 661.04 feet to the Southeast corner of said Southwest quarter, said corner being on the South line of said Section 7; thence North 89° 56' 53" East along said South line for 660.66 feet to the Northeast corner of the West half of the Northeast quarter corner of said Section 18; thence South 00° 00' 20" West along the East line of said West half for 2642.74 feet to the Southeast corner of said West half; thence South 89° 48' 19" West along the center line of said Section 18 for 4286.20 feet to a found monument marking the West quarter corner of said Section 18; thence North 00° 09' 35" West along the West line of said Section 18 for 996.60 feet; thence West for 747.65 feet to a point on the East right-of-way line of U.S. Highway 89; thence along said East right-of-way line the following three (3) courses and distances; North 32° 07' 46" West for 2454.88 feet; thence North 29° 11' 46" West for 155.60 feet; thence North 33° 39' 46" West for 2057.15 feet to a point that bears South 33° 39' 46" East 19.95 feet from a found right-of-way monument; thence North 87° 29' 28" East for 618.65 feet to a point on an existing North-South fence line; thence North 00° 06' 01" West along said fence line for 332.33 feet to a point on the East-West center line of said Section 12; thence North 89° 41' 12" East along said center line for 2650.94 feet to the point of beginning.

Excepting therefrom all oil, gas, minerals, and ores situated in, upon, or under the above described tract of land, together with all rights in connection with or relative to the exploration, mining, removal or sale of the same.

Also less and excepting therefrom the following:

Beginning at a point in a fence line and the Easterly right-of-way of U.S. Highway 89, which point is South 710.908 feet and East 737.379 feet (Based on the Utah State Coordinate System, Central Zone, and data published by the Utah County Surveyor as of November 3, 1978, being Entry No. 51713-78, in Book 1708, at Page 153) from the Northwest corner of Section 12, Township 11 South, Range 3 East, Salt Lake Base and Meridian; thence along said fence line as follows: South 86° 06' 49" East 521.486 feet; thence South 06° 58' 57" East 603.189 feet; thence South 89° 47' 24" East 221.658 feet; thence North 86° 02' 20" East 369.745 feet; thence North 88° 39' 01" East 207.635 feet; thence North 89° 48' 01" East 508.480 feet; thence South 00° 00' 41" West 1317.378 feet; thence South 84° 13' 12" West 18.374 feet; thence South 00° 06' 01" East 333.386 feet; thence South 87° 29' 28" West 618.653 feet to the Easterly right-of-way of said U.S. Highway 89; thence along said right-of-way line as follows: North 33° 38' 47" West 19.949 feet; thence North 87° 27' 18" East 29.232 feet; thence North 38° 59' 14" West 272.045 feet; thence North 33° 40' 15" West 999.492 feet; thence North 18° 29' 07" West 212.187 feet; thence North 31° 55' 40" West 192.758 feet; thence North 44° 33' 56" West 194.440 feet; thence North 24° 11' 14" West 600.455 feet; thence North 08° 46' 12" East 119.258 feet; thence North 24° 26' 17" West 56.866 feet to the point of beginning.



TW990307976

Mail Tax Notice to:
Grantee at address below

ENT 114824 BK 5256 PG 398
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1999 Oct 27 4:26 pm FEE 14.00 BY 99
RECORDED FOR TITLE WEST TITLE CO

COURTESY RECORDING

This document is being recorded solely as a courtesy to the parties. Title West assumes no responsibility for the contents hereof and makes no representations as to the validity of this document.

WARRANTY DEED
Eagles Landing Development, L.L.C., GRANTOR

of: _____

hereby **CONVEYS AND WARRANTS TO**

Eagles Landing Water Company, L.L.C., GRANTEE(S)
of: 724 North 1890 West Provo, UT 84604

for the sum of (\$10.00) Ten Dollars and other good and valuable considerations the following described tract of land in Utah County, State of Utah, to-wit:

All right, title and interest in water right number(s) 51-7221 and 51-7252 as they relate to the property described in Exhibit "A" attached hereto and made a part hereof by this reference.

Subject to all restrictions, easements, and rights-of-way of record and current property taxes.

WITNESS the hand of said Grantor this 27th day of October, 1999.

Eagle's Landing Development, L.L.C.

By: David K. Gardner

COUNTY OF UTAH)

: SS.

STATE OF UTAH)

On the 27th day of October, 1999, personally appeared before me David K. Gardner for Eagles Landing Development, L.L.C., the signor(s) of the within instrument who duly acknowledged before me that they executed the same.



VICKIE DE GRAFFENRIED
NOTARY PUBLIC - STATE OF UTAH
3602 N UNIV AVE STE 100
PROVO, UTAH 84604
COMM. EXP. 8-30-2003

NOTARY PUBLIC

LEGAL DESCRIPTION

EXHIBIT A

Commencing at the Southwest corner of Section 7, Township 11 South, Range 4 East, Salt Lake Base and Meridian; thence North $89^{\circ} 56' 52''$ East along the Section line a distance of 3137.92 feet to the real point of beginning; thence North $89^{\circ} 56' 52''$ East a distance of 67.09 feet to a point of intersection with a non-tangent curve; thence Southeasterly a distance of 328.17 feet along the arc of a 750.00 foot radius curve to the right, said curve having a central angle of $25^{\circ} 04' 12''$ subtended by a chord that bears South $19^{\circ} 29' 45''$ East a distance of 325.55 feet; thence South $06^{\circ} 57' 39''$ East a distance of 687.27 feet to a point of curvature of a 669.69 foot radius curve to the right; thence Southwesterly a distance of 1467.50 feet along the arc of said curve, having a central angle of $125^{\circ} 33' 11''$, subtended by a chord that bears South $55^{\circ} 48' 57''$ West a distance of 1191.01 feet to a point of reverse curvature of a 1000.00 foot radius curve to the left; thence Northwesterly a distance of 804.55 feet along the arc of said curve, having a central angle of $46^{\circ} 05' 51''$, subtended by a chord that bears North $84^{\circ} 27' 23''$ West a distance of 783.03 feet; thence to a point of compound curvature of a 1000.00 foot radius curve to the right; thence Northwesterly a distance of 810.90 feet along the arc of said curve, having a central angle of $46^{\circ} 27' 39''$, subtended by a chord that bears North $84^{\circ} 16' 29''$ West a distance of 788.86 feet; thence North $61^{\circ} 02' 40''$ West a distance of 611.35 feet to a point of curvature of 800.00 foot radius curve to the left; thence Northwesterly a distance of 404.30 feet along the arc of said curve, having a central angle of $28^{\circ} 57' 20''$, subtended by a chord that bears North $75^{\circ} 31' 20''$ West a distance of 400.01 feet; thence West a distance of 440.71 feet to a point of curvature of a 550.00 foot radius curve to the right; thence Northwesterly a distance of 100.16 feet along the arc of said curve, having a central angle of $10^{\circ} 26' 01''$, subtended by a chord that bears North $84^{\circ} 46' 59''$ West a distance of 100.02 feet; thence North $79^{\circ} 33' 59''$ West a distance of 119.99 feet to a point of curvature of a 200.00 foot radius curve to the left; thence Southwesterly a distance of 148.57 feet along the arc of said curve, having a central angle of $42^{\circ} 33' 47''$, subtended by a chord that bears South $79^{\circ} 09' 07''$ West a distance of 145.18 feet; thence South $57^{\circ} 52' 14''$ West a distance of 182.61 feet; thence North $32^{\circ} 07' 46''$ West a distance of 56.00 feet; thence North $57^{\circ} 52' 14''$ East a distance of 182.61 feet to a point of curvature of a 256.00 foot radius curve to the right; thence Northeasterly a distance of 190.17 feet along the arc of said curve, having a central angle of $42^{\circ} 33' 47''$, subtended by a chord that bears North $79^{\circ} 09' 07''$ East a distance of 185.83 feet; thence South $79^{\circ} 33' 59''$ East a distance of 119.99 feet to a point of curvature of a 494.00 foot radius curve to the left; thence Southeasterly a distance of 89.96 feet along the arc of said curve, having a central angle of $10^{\circ} 26' 01''$, subtended by a chord that bears South $84^{\circ} 46' 59''$ East a distance of 89.83 feet; thence East a distance of 440.71 feet to a point of curvature of a 856.00 foot radius curve to the right; thence Southeasterly a distance of 432.60 feet along the arc of said curve, having a central angle of $28^{\circ} 57' 20''$, subtended by a chord that bears South $75^{\circ} 31' 20''$ East a distance of 428.01 feet; thence South $61^{\circ} 02' 40''$ East a distance of 611.353 feet to a point of curvature of a 944.00 foot radius curve to the left; thence Southeasterly a distance of 765.49 feet along the arc of said curve, having a central angle of $46^{\circ} 27' 39''$ subtended by a chord that bears South $84^{\circ} 16' 29''$ East a distance of 744.68 feet to a point of compound curvature of 1056.00 foot radius curve to the right; thence Southeasterly a distance of 849.61 feet along the arc of said curve, having a central angle of $46^{\circ} 05' 51''$, subtended by a chord that bears South $84^{\circ} 27' 23''$ East a distance of 826.88 feet to a point of reverse curvature of a 613.69 foot radius curve to the left; thence Northeasterly a distance of 1344.79 feet along the arc of said curve, having a central angle of $125^{\circ} 33' 12''$, subtended by a chord that bears North $55^{\circ} 48' 56''$ East a

distance of 1091.42 feet; thence North $06^{\circ} 57' 39''$ West a distance of 687.27 feet to a point of curvature of a 694.00 foot radius curve to the left; thence Northwesterly a distance of 339.21 feet along the arc of said curve having a central angle of $28^{\circ} 00' 17''$, subtended by a chord that bears North $20^{\circ} 57' 48''$ West a distance of 335.84 feet to the real point of beginning.

Excepting therefrom all oil, gas, minerals, and ores situated in, upon, or under the above described tract of land, together with all rights in connection with or relative to the exploration, mining, removal or sale of the same.

16/3

Mail Tax Notice to:
Grantee at address below

ENT 90449:2001 PG 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2001 Sep 06 4:23 pm FEE 16.00 BY 55
RECORDED FOR TITLE WEST HIGHLAND

QUIT CLAIM DEED

Eagles Landing Water Company, L.L.C. GRANTOR(S)

hereby QUIT-CLAIMS to

John Wilding, GRANTEE(S)

of: HC 13 Box 137 Fairview, UT 84629

for the sum of Ten Dollars and Other Good and Valuable Consideration, the following described tract of land in Utah County, State of Utah:

All right, title and interest in water right number(s) 51-7221 and 51-7252 as they relate to the property described in Exhibit "A" attached hereto and made a part hereof by this reference.

In Witness whereof, the Grantor has caused its name to be hereunto affixed on this 6th day of September, 2001, .

EAGLES LANDING WATER COMPANY, LLC

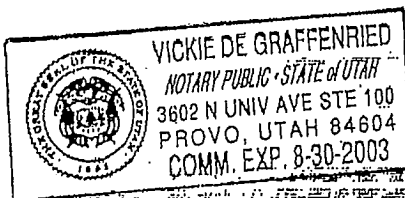
John Wilding, Managing Member

COUNTY OF UTAH)

: ss.

STATE OF UTAH)

On the 6th day of September, 2001, personally appeared before me John Wilding Managing Member of Eagles Landing Water Company, LLC,, the signer of the foregoing instrument who duly acknowledged before me that executed the same on behalf of said company..



NOTARY PUBLIC

LEGAL DESCRIPTION

EXHIBIT A

A parcel of land lying in the South half of Section 12 and the Northeast quarter of Section 13, Township 11 South, Range 3 East, and the South half of Section 7 and the North half of Section 18, Township 11 South, Range 4 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a found monument marking the West quarter corner of said Section 7; thence North $89^{\circ} 57' 14''$ East along the center line of said section for 1650.30 feet; thence South $00^{\circ} 03' 23''$ West for 1322.26 feet to a point on the South line of the North half of the Southwest quarter of said section; thence North $89^{\circ} 57' 03''$ East along said South line for 1320.82 feet to a point on the North-South center line of said section; thence South $00^{\circ} 01' 53''$ West along said center line for 661.10 feet to the Northwest corner of the Southwest quarter of the Southwest quarter of the Southeast quarter of said section; thence North $89^{\circ} 56' 58''$ East along the North line of said Southwest quarter for 660.58 feet to the Northeast corner of said Southwest quarter; thence South $00^{\circ} 01' 15''$ West along the east line of said Southwest quarter for 661.08 feet to the Southeast corner of said Southwest quarter, said corner being on the South line of said Section 7; thence North $89^{\circ} 56' 52''$ East along said South line for 660.70 feet to the Northeast corner of the West half of the Northeast quarter corner of said Section 18; thence South $00^{\circ} 00' 20''$ West along the East line of said West half for 2642.89 feet to the Southeast corner of said West half; thence South $89^{\circ} 48' 19''$ West along the center line of said Section 18 for 4286.44 feet to a found monument marking the West quarter corner of said Section 18; thence North $00^{\circ} 10' 11''$ West along the West line of said Section 18 for 996.76 feet; thence West for 747.59 feet to a point on the East right-of-way line of U.S. Highway 89; thence along said East right-of-way line the following three (3) courses and distances; North $32^{\circ} 07' 46''$ West for 2455.02 feet; thence North $29^{\circ} 11' 46''$ West for 155.60 feet; thence North $33^{\circ} 39' 46''$ West for 2057.15 feet to a point that bears South $33^{\circ} 39' 46''$ East 19.95 feet from a found right-of-way monument; thence North $87^{\circ} 29' 28''$ East for 618.69 feet to a point on an existing North-South fence line; thence North $00^{\circ} 06' 01''$ West along said fence line for 332.85 feet to a point on the East-West center line of said Section 12; thence North $89^{\circ} 41' 12''$ East along said center line for 2651.09 feet to the point of beginning.

Excepting therefrom all oil, gas, minerals, and ores situated in, upon, or under the above described tract of land, together with all rights in connection with or relative to the exploration, mining, removal or sale of the same.

Also less and excepting therefrom the following:

Beginning at a point in a fence line and the Easterly right-of-way of U.S. Highway 89, which point is South 710.908 feet and East 737.379 feet (Based on the Utah State Coordinate System, Central Zone, and data published by the Utah County Surveyor as of November 3, 1978, being Entry No. 51713-78, in Book 1708, at Page 153) from the Northwest corner of Section 12, Township 11 South, Range 3 East, Salt Lake Base and Meridian; thence along said fence line as follows: South $86^{\circ} 06' 49''$ East 521.486 feet; thence South $06^{\circ} 58' 57''$ East 603.189 feet; thence South $89^{\circ} 47' 24''$ East 221.658 feet; thence North $86^{\circ} 02' 20''$ East 369.745 feet; thence North $88^{\circ} 39' 01''$ East 207.635 feet; thence North $89^{\circ} 45' 01''$ East 508.480 feet; thence South $00^{\circ} 00' 41''$ West 1317.378 feet; thence South $84^{\circ} 13' 12''$ West 18.374 feet; thence South $00^{\circ} 06' 01''$ East 333.386 feet; thence South $87^{\circ} 29' 28''$ West 618.653 feet to the Easterly right-of-way of said U.S. Highway 89; thence along said right-of-way line as follows: North $33^{\circ} 38' 47''$ West 19.949 feet; thence North $87^{\circ} 27' 18''$ East 29.232 feet; thence North $38^{\circ} 59' 14''$ West 272.045 feet; thence North $33^{\circ} 40' 15''$ West

TW991009336 6th Amended

999.492 feet; thence North $18^{\circ} 29' 07''$ West 212.187 feet; thence North $31^{\circ} 55' 40''$ West 192.758 feet; thence North $44^{\circ} 33' 56''$ West 194.440 feet; thence North $24^{\circ} 11' 14''$ West 600.455 feet; thence North $08^{\circ} 46' 12''$ East 119.258 feet; thence North $24^{\circ} 26' 17''$ West 56.866 feet to the point of beginning.

Also less and excepting therefrom the following:

Commencing at the South Quarter Corner of Section 7, Township 11 South, Range 4 East, Salt Lake Base and Meridian; thence North 660 feet; thence East 660 feet; thence South 660 feet; thence West 660 feet to the point of beginning.

After recording return to:
Hearthstone Development, Inc.
1094 North Ridge Way
Spanish Fork, UT 84660

QUIT CLAIM DEED

John Wilding, GRANTOR(S),

hereby quit claims, transfers, and assigns to

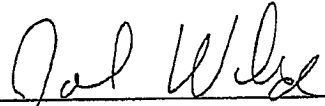
Hearthstone Development, Inc., GRANTEE(S),
of: 1094 North Ridge Way, Spanish Fork, Utah 84660

for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, all of
Grantor's rights, title, and interest in and to the following:

All of Water Right No. 51-7221 as identified of record with the Utah
Division of Water Rights, including approved Change Application
(a22385) and any other applications.

All of Water Right No. 51-7252 as identified of record with the Utah
Division of Water Rights, including approved Change Application
(a22775) and any other applications.

In Witness whereof, the Grantor has caused his name to be hereunto affixed on this ____
of January, 2007,

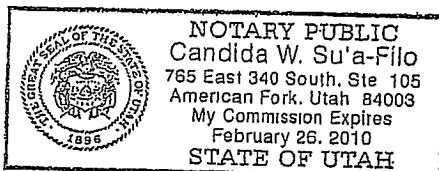

John Wilding, Grantor

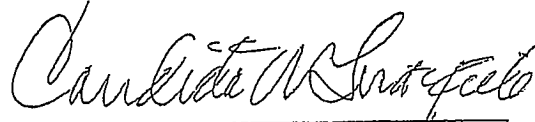
COUNTY OF UTAH)

: ss

STATE OF UTAH)

On 31st day of January, 2007, personally appeared before me John Wilding,
who being by me duly sworn, did say that he executed the above and foregoing
instrument for the purposes stated therein.




Notary Public

My commission expires 02/26/2010

EXHIBIT B

2b



February 14, 2007

Mr. Jay Spencer
Hearthstone Development
1094 North Ridge Way
Spanish Fork, Utah 84660

RE: Eagle's Landing Water Tank

Dear Jay,

We have prepared this letter to address the construction of the Eagle's Landing Water Tank. The water tank that was constructed as part of the Eagle's Landing Subdivision is a 500,000 gallon buried concrete storage reservoir. The water tank has a one-foot layer on earth covering the top of the tank so that the tank is completely buried. A potable water seal coating was placed on top of the tank before the earth was placed on the tank.

The water tank was constructed in the fall of 2003 by Dale Cox Contracting. We have worked with Dale Cox on several water tanks and he has an excellent reputation for water tank construction.

We performed the design and prepared the construction drawings for the water tank. We worked very closely with the Utah County Inspector during the construction of the water tank. We performed periodic site visits during the construction of the water tank and based upon our observations the water tank was constructed according to the plans. The water tank has been cleaned and disinfected. Water quality tests have been taken from the tank and they have passed the standards required from the State of Utah Division of Drinking Water.

If you have any questions or need any additional information please contact us.

Best regards,

Brant D. Tuttle, P.E.

Senior Project Manager

EXHIBIT B

2c

STATE OF UTAH - DIVISION OF WATER RIGHTS - DATA PRINT OUT for a22775(51-7252)

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 07/13/2006 Page 1

CHANGE: a22775

WATER RIGHT: 51-7252 CERT. NO.:

AMENDATORY? No

BASE WATER RIGHTS: 51-7252

RIGHT EVIDENCED BY: 51-7252 (which is a portion of 51-373)

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

NAME: Eagles Landing Water Company LLC
 ADDR: 724 North 1890 West
 Provo UT 84604

REMARKS:

FILED: 12/10/1998|PRIORITY: 12/10/1998|ADV BEGAN: 12/24/1998|ADV ENDED: 12/31/1998|NEWSPAPER: Spanish Fork Press
 ProtestEnd:01/20/1999|PROTESTED: [No]|HEARNG HLD: |SE ACTION: [Approved]|ActionDate:01/29/1999|PROOF DUE: 01/31/2009
 EXTENSION: |ELEC/PROOF:[]|ELEC/PROOF: |CERT/WUC: |LAP, ETC: |PROV LETTER:
 RENOVA TE: |RECON REQ: |TYPE: []

Status: Approved

***** HERE TO F O R E *****
 ***** H E R E A F T E R *****

FLOW: 108.0 acre-feet	FLOW: 108.0 acre-feet
SOURCE: Underground Water Wells	SOURCE: Underground water well
COUNTY: Sanpete	COUNTY: Utah COM DESC: 4.5 miles S. of Birdseye
	The water rights under this change application will be used together with water rights under change application 51-7125 (a21226).
	The change is for 108.00 acre-feet; 11 families (4.95 acre-feet); lot landscape irrigation (11.55 acre-feet); general irrigation (91.5 acre-feet) for a total of 108.00 acre-feet

POINT(S) OF DIVERSION ----->	CHANGED AS FOLLOWS: (Click Location link for WRPLAT)
Point Underground:	Point Underground:
(1) N 1057 ft W 1535 ft from SE cor, Sec 09, T 12S, R 4E, SLBM	(1) N 550 ft E 570 ft from W4 cor, Sec 07, T 11S, R 4E, SLBM
Diameter: 4 ins. Depth: 180 to ft.	Diameter: 12 ins. Depth: 100 to 500 ft. WELL ID#: 000000
COMMENT:	COMMENT:
(2) N 1205 ft E 95 ft from SW cor, Sec 16, T 12S, R 4E, SLBM	
Diameter: 16 ins. Depth: 325 to ft.	
COMMENT:	
(3) N 2640 ft E 40 ft from SW cor, Sec 16, T 12S, R 4E, SLBM	
Diameter: 16 ins. Depth: 402 to ft.	
COMMENT:	
(4) S 90 ft E 190 ft from NW cor, Sec 21, T 12S, R 4E, SLBM	
Diameter: 16 ins. Depth: 185 to ft.	
COMMENT:	

PLACE OF USE ----->	CHANGED as follows:
--NW-- --NE-- --SW-- --SE--	--NW-- --NE-- --SW-- --SE--
IN NS S IN NS S IN NS S IN NS S	IN NS S IN NS S IN NS S IN NS S
W E W E W E W E W E W E W E W E	W E W E W E W E W E W E W E W E
* : : * : : * : : * : : * : : *	* : : * : : * : : * : : * : : *
Sec 09 T 12S R 4E SLBM	Sec 12 T 11S R 3E SLBM
Sec 16 T 12S R 4E SLBM	Sec 13 T 11S R 3E SLBM
*X:X:X*X*X:X: *X:X:X: * : : *	*X:X:X*X*X:X:X:X:X:X:X:X*X:X:X*

Sec 21 T 12S R 4E SLBM	*X: :X: ** : : : ** : : : ** : : : *	Sec 07 T 11S R 4E SLBM	*X:X:X:X** : : : **X:X:X:X*X:X:X*X*
		Sec 17 T 11S R 4E SLBM	*X:X:X:X** : : : **X:X:X:X** : : : *
		Sec 18 T 11S R 4E SLBM	*X:X:X:X*X*X:X*X*X*X*X*X*X*X*X*X*X*

NATURE OF USE ----->	CHANGED as follows:
SUPPLEMENTAL to Other Water Rights: No	SUPPLEMENTAL to Other Water Rights: No
IRR: 27.0000 acs Sol/Sup: acs USED 04/01 - 10/31	IRR: 25.7625 acs Sol/Sup: acs USED 04/01 - 10/31
	DOM: 11 Families USED 01/01 - 12/31

EXTENSIONS OF TIME WITHIN WHICH TO FILE PROOF*****

FILED: 11/18/2002	PUB BEGAN:	PUB ENDED:	NEWSPAPER: No Adv Required
ProtestEnd:	PROTESTED: [No]	HEARNG HLD:	SE ACTION: [Approved] ActionDate: 03/03/2006 PROOF DUE: 01/31/2009

*****END OF DATA*****

NATURE OF USE ----->	CHANGED as follows:
SUPPLEMENTAL to Other Water Rights: No	SUPPLEMENTAL to Other Water Rights: No
IRR: 60.0000 acs Sol/Sup: acs USED 04/01 - 10/31	IRR: 48.3375 acs Sol/Sup: 48.3375 acs USED 04/01 - 10/31
	STK: 300 Cattle or Equivalent USED 01/01 - 12/31
	DOM: 85 Families USED 01/01 - 12/31

PROTESTANTS*****

NAME: Provo River Water User's Association
ADDR: 1788 North State Street
Orem UT 84057

NAME: Provo River Water User's Association
ADDR: c/o Shawn E. Draney (PO Box 45000)
10 Exchange Place, 11th Floor
Salt Lake City UT 84145-5000

EXTENSIONS OF TIME WITHIN WHICH TO FILE PROOF*****

FILED: 11/23/2001|PUB BEGAN: |PUB ENDED: |NEWSPAPER:
ProtestEnd: |PROTESTED: [No]|HEARNG HLD: |SE ACTION: [Approved]|ActionDate:04/25/2002|PROOF DUE: 09/30/2006

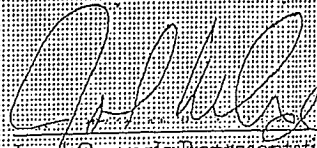
*****END OF DATA*****

34
EAGLES LANDING DEVELOPMENT, L.L.C., UTAH COUNTY, UTAH

LAND-USE AGREEMENT

BL 99331-2001 PG 1 of 5
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2001 Oct 02 10:45 AM FEE 20.00 BY JRD
RECORDED FOR EAGLES LANDING DEVELOPMENT

We, the undersigned land owners, acknowledge the Drinking Water Source Protection Plan for Eagles Landing Development, L.L.C., Utah County, Utah. We agree not to locate or allow the location of any potential contamination sources, as defined in R-309-113-6(1)(i) of the Utah Administrative Code, within Zone I. We also agree not to locate or allow the location of any pollution sources as defined R-309-6(1)(t) of the Utah Administrative Code, within Zone II unless design standards are implemented to prevent contamination discharges. This agreement is binding on all heirs, successors and assigns.



Land Owner's Representative

Subscribed and sworn before me this 25 day of Sept 2001

My commission expires 10-1 2004


Notary Public

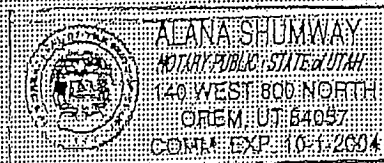


EXHIBIT "A"

A PARCEL OF LAND LYING IN THE SOUTH HALF OF SECTION 12, TOWNSHIP 11 SOUTH, RANGE 3 EAST AND THE SOUTH HALF OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

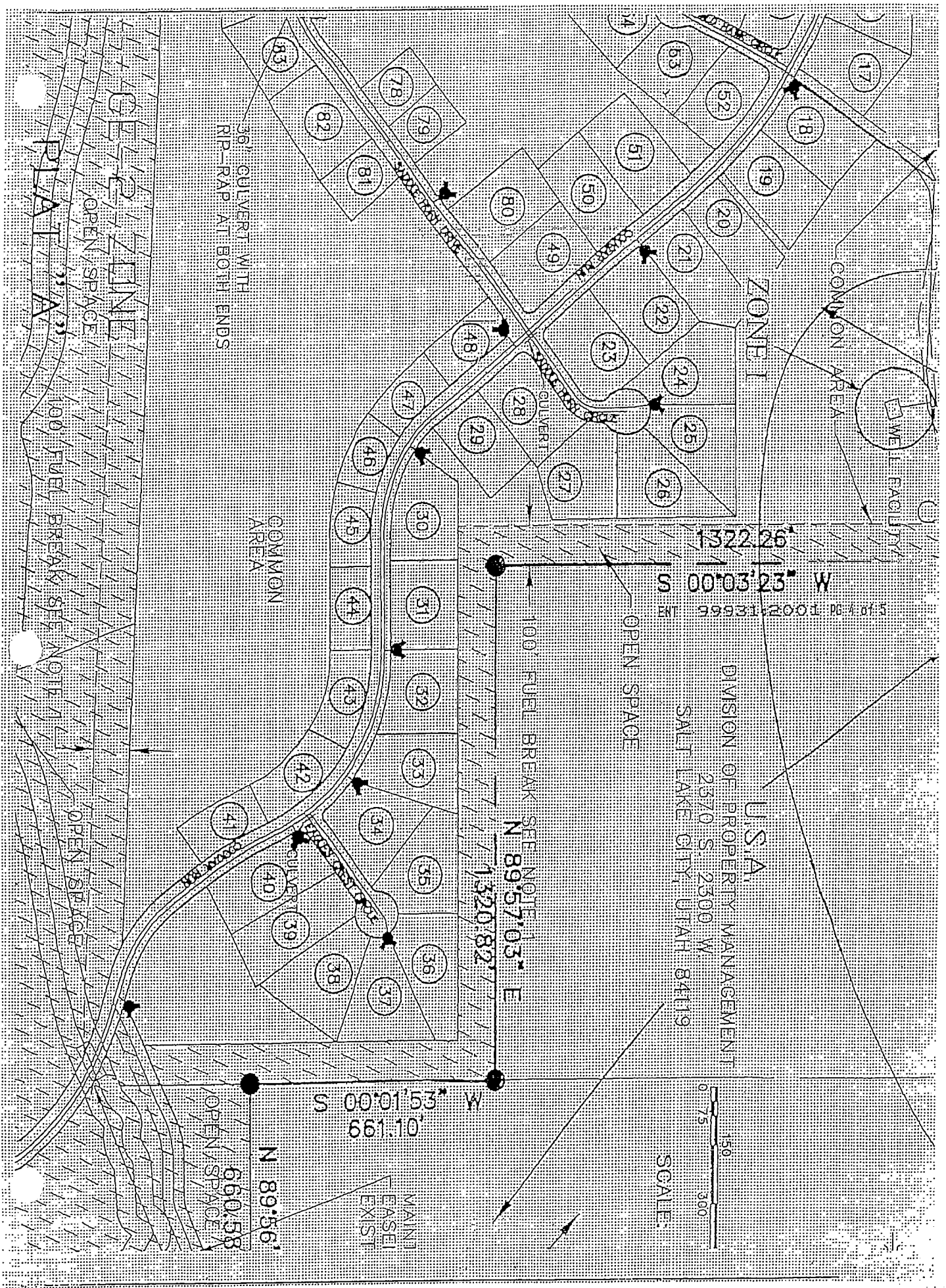
COMMENCING AT A FOUND BRASS CAP MONUMENT MARKING THE WEST QUARTER CORNER OF SAID SECTION 7; THENCE N 89° 57' 14" E ALONG THE CENTER LINE OF SAID SECTION FOR 1650.30 FEET; THENCE S 00° 03' 23" W FOR 1322.26 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE N 89° 57' 03" E ALONG SAID SOUTH LINE FOR 1320.82 FEET TO A POINT ON THE NORTH-SOUTH CENTER LINE OF SAID SECTION; THENCE S 00° 01' 53" W ALONG SAID CENTER LINE FOR 661.10 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE N 89° 56' 58" E ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER FOR 660.58 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE S 00° 01' 15" W ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER FOR 661.08 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; SAID CORNER BEING ON THE SOUTH LINE OF SAID SECTION 7; THENCE S 89° 56' 52" W ALONG SAID SOUTH LINE FOR 3633.84 FEET TO A BRASS CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE S 89° 55' 34" W ALONG THE SOUTH LINE OF SAID SECTION 12, FOR 1781.71 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 89; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) N 32° 07' 46" W FOR 501.34 FEET; (2) N 29° 11' 46" W FOR 155.80 FEET; AND (3) N 33° 39' 46" W FOR 774.10 FEET; THENCE N 56° 19' 00" E FOR 330.0 FEET; THENCE N 33° 39' 46" W FOR 660 FEET; THENCE S 56° 19' 00" W FOR 330 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 89; THENCE N 33° 39' 46" W ALONG SAID RIGHT-OF-WAY FOR 623.05 FEET TO A POINT THAT BEARS S 33° 39' 46" E 19.95 FEET FROM A FOUND RIGHT-OF-WAY MONUMENT; THENCE N 87° 29' 28" E FOR 618.69 FEET TO A POINT ON AN EXISTING NORTH-SOUTH FENCE LINE; THENCE N 00° 06' 01" W ALONG SAID FENCE LINE FOR 332.85 FEET TO A POINT ON THE EAST-WEST CENTER LINE OF SAID SECTION 12; THENCE N 89° 41' 12" E ALONG SAID CENTER LINE FOR 2651.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND LYING IN THE SOUTH HALF OF SECTION 12, TOWNSHIP 11 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING A FOUND BRASS CAP MONUMENT MARKING THE WEST
QUARTER CORNER OF SAID SECTION 7: THENCE S $89^{\circ}41'12''$ WEST ALONG THE
CENTER SECTION LINE, A DISTANCE OF 2648.64 FEET AND SOUTH A DISTANCE
OF 695.50 FEET TO THE REAL POINT OF BEGINNING.

THENCE S $33^{\circ}39'46''$ E A DISTANCE OF 660.00 FEET; THENCE S $56^{\circ}19'00''$ W A
DISTANCE OF 330.00 FEET; THENCE N $33^{\circ}39'46''$ W A DISTANCE OF 660.00 FEET;
THENCE N $56^{\circ}19'00''$ EAST A DISTANCE OF 330.00 FEET TO THE REAL POINT OF
BEGINNING.



1322.26'
S 00°03'23" W
E 99931.2001 864015

U.S.A.
DIVISION OF PROPERTY MANAGEMENT
2370 S. 2500 W
SALT LAKE CITY, UTAH 84119

SCALE:
0 75 150 300

S 00°01'53" W
661.10'

N 89°56'

N 89°57'03" E
1320.82'

36" CULVERT WITH
RP-RAP AT BOTH ENDS

COMMON
AREA

COMMON AREA

WELL FACILITY

ZONE I

OPEN SPACE

100' FUEL BREAK SEE NOTE 1

OPEN SPACE

PIAT "A"

MAINT
LEASE
EXIST

REVISED FIGURE 4

ZONE II

LATERAL BOUNDARY

NULL POINT

SECTION
LINE

N 89.5714° E

350,000 GALLON
WATER TANK

DATE 11/11/01 BY 11/11/01

EXHIBIT B

2d



State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WATER RIGHTS

Michael O. Leavitt
Governor

Kathleen Clarke
Executive Director

Robert L. Morgan
State Engineer

1594 West North Temple, Suite 220
PO Box 146300
Salt Lake City, Utah 84114-6300
801-538-7240
801-538-7467 (Fax)

January 29, 1999

Juniper Ridge LLC 51-7252
1494 South Carterville Road
Orem, UT 84097

Dear Applicant:

RE: APPROVED CHANGE APPLICATION
NUMBER 51-7252 (a22775)

This is your authority to proceed with the actual construction work under the above referenced application which under Sections 73-3-10 and 73-3-12, Utah Code Annotated, 1953, as amended, must be diligently prosecuted to completion. The water must be put to beneficial use and proof of beneficial use be made to the State Engineer on or before November 30, 2002; otherwise, the application will be lapsed.

Proof of beneficial use is evidence to the State Engineer that the water has been placed to its full intended beneficial use. By law, it must be prepared by a registered engineer or land surveyor, who will certify to the location and the uses for the water. Your proof of change will become the basis for the extent of your water right.

Failure on your part to comply with the requirements of the statutes may result in forfeiture of this application. It is the applicant's obligation to maintain a current address with this office. Please notify this office immediately of any change.

Also enclosed are two post cards. You must give the Driller (Start) Card to the licensed driller with whom you contract to construct the well(s). The other card is the Applicant Card which is your responsibility to sign and return to this office immediately after final completion of the well. CAUTION: There may be local health department requirements for the actual siting of your well. Please check with the proper local authority before construction begins.

Your contact with this office, should you need it, is with the Utah Lake/Jordan River Regional Office. The telephone number is (801) 538-7421.

Sincerely,

Robert L. Morgan, P.E.
State Engineer

RLM:et

STATE ENGINEER'S ENDORSEMENT

CHANGE APPLICATION NUMBER: a22775

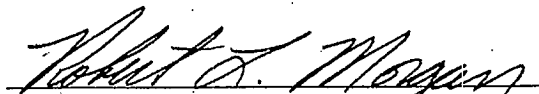
WATER RIGHT NUMBER: 51 - 7252

1. December 10, 1998 Change Application received by NDJ.
2. December 10, 1998 Priority of Change Application.
3. December 11, 1998 Application reviewed and approved for advertising by DGB.
December 24, 1998 Publication began in Spanish Fork Press.
January 7, 1999 Publication completed and verified by DD.
4. January 20, 1999 End of protest period.
Application protested: NO
5. January 21, 1999 Application designated for APPROVAL by JER and KLJ.
6. Comments:
*Also advertised in Mt. Pleasant Pyramid on December 23, & 30, 1998. End of
protest period of January 19, 1999. DD

Conditions:

This application is hereby APPROVED, dated January 29, 1999, subject to prior rights and the following conditions:

- a. Actual construction work necessitated by proposed change shall be diligently prosecuted to completion.
- b. Proof of beneficial use shall be submitted to the State Engineer's Office by November 30, 2002.


Robert L. Morgan, P.E.
State Engineer

Time for making proof of beneficial use extended to _____

Proof submitted _____



JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

Division of Water Rights

MICHAEL R. STYLER
Executive Director

JERRY D. OLDS
State Engineer/Division Director

ORDER OF THE STATE ENGINEER

On Extension of Time Request

For Permanent Change Application Number 51-7252 (a22775)

March 3, 2006

Permanent Change Application Number 51-7252 (a22775), in the name of Eagles Landing Water Company LLC, was filed on December 10, 1998, and approved on January 29, 1999, to divert 108.00 acre-feet of water from a well located: (1) Well - North 550 feet and East 570 feet from the W $\frac{1}{4}$ Corner of Section 7, T11S, R4E, SLB&M (12-inch, 100-500 feet deep). The water is to be used for the irrigation of 25.7625 acres from April 1 to October 31, and the indoor domestic requirements of 11 families. Proof was last due on November 30, 2002.

An agent of the applicant has filed for an extension of time within which to file proof with the State Engineer stating that the well has been drilled and approved by the State of Utah for safe drinking water. Additional time is needed to develop a storage tank and distribution system, and it is anticipated that the project will be completed by 2006.

Although it is stated in the extension request that the well has been drilled, the State Engineer's Office currently has no well driller's report on file. Over seven years have passed since the application was approved. However, the applicant's affidavit in support of the application may justify reasonable cause for delay.

The applicant is placed on notice that extension requests must comply with the provisions of Section 73-3-12 of the Utah Code. The State Engineer may grant extensions of time only "on proper showing of diligence or reasonable cause for delay." The applicant must satisfy Section 73-3-12 by providing detailed efforts of due diligence or reasonable cause for delay, or the extension request may be denied.

Under Utah law, water must continue to be beneficially used to maintain a water right's validity. Filing a change application or holding an approved change application does not protect the water right from a challenge as being forfeited if beneficial use has not occurred for a period of five years or more. Therefore, the applicant should use the water at either the historic or proposed location or should consider filing a nonuse application to protect the right.

It is, therefore, **ORDERED** and an extension of time within which to submit proof is **GRANTED** on Permanent Change Application Number 51-7252 (a22775), to and including **January 31, 2009**, but with the condition that further requests for extension of time will be critically reviewed, and unless substantial progress is made in the form of actual physical development to place the water to full beneficial use within the time hereby granted, the State Engineer will likely deny the next request for extension of time.

ORDER OF THE STATE ENGINEER
Extension of Time to Submit Proof
Permanent Change Application Number 51-7252 (a22775)
Page 2

This extension is granted in accordance with the law which states: "The construction of the works and the application of water to beneficial use shall be diligently prosecuted to completion within the time fixed by the state engineer. Extensions of time. . . may be granted by the state engineer on proper showing of diligence or reasonable cause for delay. . . . In considering an application to extend the time in which to place water to beneficial use under an approved application, the state engineer shall deny the extension and declare the application lapsed, unless the applicant affirmatively shows that the applicant has exercised or is exercising reasonable and due diligence in working toward completion of the appropriation."

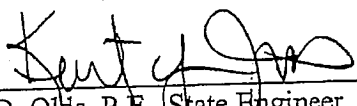
It is the applicant's responsibility to maintain a current address with this office and to update ownership of their water right. Please notify this office immediately of any change of address or for assistance in updating ownership.

It is earnestly recommended that you complete your development and submit Proof of Beneficial Use at the earliest possible date.

Your contact with this office, should you need it, is with the Utah Lake/Jordan River Regional Office. The telephone number is 801-538-7240.

This Order is subject to the provisions of Administrative Rule R655-6-17 of the Division of Water Rights and to Sections 63-46b-13 and 73-3-14 of the Utah Code, which provide for filing either a Request for Reconsideration with the State Engineer or an appeal with the appropriate District Court. A Request for Reconsideration must be filed with the State Engineer within 20 days of the date of this Order. However, a Request for Reconsideration is not a prerequisite to filing a court appeal. A court appeal must be filed within 30 days after the date of this Order, or if a Request for Reconsideration has been filed, within 30 days after the date the Request for Reconsideration is denied. A Request for Reconsideration is considered denied when no action is taken 20 days after the Request is filed.

Dated this 3rd day of March 2006.



Jerry D. Olds, P.E., State Engineer
BY: Kent L. Jones P.E., Assistant State Engineer

Mailed a copy of the foregoing Order this 3rd day of March 2006 to:

Eagles Landing Water Company LLC
724 North 1890 West
Provo, UT 84604

BY: 

Meri Bennett, Office Technician

BEFORE THE STATE ENGINEER OF THE STATE OF UTAH

IN THE MATTER OF CHANGE APPLICATION)

)

MEMORANDUM DECISION

NUMBER 51-7221 (a22385))

)

Change Application Number 51-7221 (a22385), in the name of Eagles Landing Water Company LLC, was filed on July 16, 1998, and approved September 22, 1998, to change 240.0 acre-feet of water from a 12-inch well, 100 feet to 500 feet deep, located North 550 feet and East 570 feet from the W $\frac{1}{4}$ Corner of Section 7, T11S, R4E, SLB&M. The water was to be used for irrigation of 48.33 acres from April 1 to October 31, watering of 300 cattle or equivalent, and domestic purposes of 85 families. Proof was last due on November 30, 2001.

The applicant has filed a request for extension of time within which to submit proof with the State Engineer stating the well has been drilled and work will begin in early 2002 on the storage and distribution systems. Additional time is needed to fully develop the water right and to submit proof.

Approximately three years have passed since the application was approved. However, the applicant's affidavit in support of the application may justify reasonable cause for delay.

The applicant is placed on notice that future extension requests must comply with the provisions of Section 73-3-12, Utah Code Annotated 1953. The State Engineer may grant extensions of time only "on proper showing of diligence or reasonable cause for delay". The applicant in future extension requests must satisfy Section 73-3-12 by providing detailed efforts of due diligence or reasonable cause for delay, or the requests may be denied.

It is, therefore, ORDERED and an extension of time within which to submit proof is GRANTED on Change Application Number 51-7221 (a22385) to and including September 30, 2006, but with the condition that further requests for extension of time will be critically reviewed, and unless substantial progress is made in the form of actual physical development to place the water to full beneficial use within the time hereby granted, the State Engineer will deny the next request for extension of time.

This extension is granted in accordance with the law which states: "The construction of the works and the application of water to beneficial use shall be diligently prosecuted to completion within the time fixed by the State Engineer. Extensions of time ... may be granted by the State Engineer on proper showing of diligence or reasonable cause for delay ... In the consideration of an application to extend the time in which to place the water to beneficial use under an approved application, ... the State Engineer shall deny such extension


MEMORANDUM DECISION
CHANGE APPLICATION NUMBER
51-7221 (a22385)
PAGE -2-

and declare the application lapsed, unless the applicant affirmatively shows that he has exercised or is exercising reasonable and due diligence in working toward completion of the appropriation."

This Decision is subject to the provisions of Rule R655-6-17 of the Division of Water Rights and to Sections 63-46b-13 and 73-3-14 of the Utah Code Annotated, 1953, which provide for filing either a Request for Reconsideration with the State Engineer or an appeal with the appropriate District Court. A Request for Reconsideration must be filed with the State Engineer within 20 days of the date of this Decision. However, a Request for Reconsideration is not a prerequisite to filing a court appeal. A court appeal must be filed within 30 days after the date of this Decision, or if a Request for Reconsideration has been filed, within 30 days after the date the Request for Reconsideration is denied. A Request for Reconsideration is considered denied when no action is taken 20 days after the Request is filed.

Your contact with this office, should you need it, is with the Utah Lake/Jordan River Regional Office. The telephone number is (801) 538-7421.

Dated this 25th day of April, 2002.



Jerry D. Olds, P.E. State Engineer
BY: Kent L. Jones, P.E. Assistant State
Engineer for Appropriation

JDO:JER:dd

Mailed a copy of the foregoing Memorandum Decision this 25th day of April, 2002, to:

Eagles Landing Water Company LLC
HC 13 Box 437
FairView, UT 84629

BY: 

Dana Dredge, Extension Secretary

BEFORE THE STATE ENGINEER OF THE STATE OF UTAH

IN THE MATTER OF CHANGE APPLICATION)

MEMORANDUM DECISION

NUMBER 51-7221 (a22385))

Change Application Number 51-7221 (a22385), in the name of Juniper Ridge LLC, was filed on July 16, 1998, to change the point of diversion, place of use, and nature of use of 240.0 acre-feet of water. Heretofore, the water has been diverted from four wells, located: (1) North 1057 feet and West 1535 feet from the SE Corner of Section 9, a 4-inch diameter well, 180 feet deep; (2) North 1205 feet and East 95 feet, a 16-inch diameter well, 325 feet deep; (3) North 2640 feet and East 40 feet, a 16-inch diameter well, 402 feet deep; both from the SW Corner of Section 16, and (4) South 90 feet and East 190 feet from the NW Corner of Section 21, a 16-inch diameter well, 185 feet deep, all in T12S, R4E, SLB&M. The water has been used for the irrigation of 60.00 acres from April 1 to October 31 in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 9; the N $\frac{1}{2}$ NE $\frac{1}{4}$, the SW $\frac{1}{4}$ NE $\frac{1}{4}$, the NW $\frac{1}{4}$, the N $\frac{1}{2}$ SW $\frac{1}{4}$, and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 16; and the W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 21, T12S, R4E, SLB&M.

Hereafter, it is proposed to divert 240.0 acre-feet of water from a 12-inch diameter well, 100 feet to 500 feet deep, located North 550 feet and East 570 feet from the W $\frac{1}{2}$ Corner of Section 7, T11S, R4E, SLB&M. It is proposed to use the water for the irrigation of 48.33 acres from April 1 to October 31, the stockwatering of 300 cattle or equivalent, and the domestic purposes of 85 families in the NE $\frac{1}{4}$ of Section 13, T11S, R3E, SLB&M; the S $\frac{1}{2}$ NW $\frac{1}{4}$, and the SW $\frac{1}{4}$ of Section 7, T11S, R4E, SLB&M.

The application was advertised in The Spanish Fork Press on July 30, 1998, and August 6, 1998, and was protested by Provo River Water Users Association. In the written protest it is stated that the historic source of water may be the Sevier River drainage and moving to the Spanish Fork River drainage would cause impairment to the rights of the Spanish Fork River and Utah Lake users.

The State Engineer has reviewed the application, the underlying water right, the protest, and the geohydrology of the area and notes that the underlying water right is in the Indianola area which is tributary to the Spanish Fork River, not the Sevier River drainage. It appears that the application can be approved without impairment to the rights of others provided conditions are met.

In evaluating the various elements of the underlying rights, it is not the intention of the State Engineer to adjudicate the extent of these rights, rather to provide sufficient definition of the rights to assure that other vested rights are not impaired by the change and no enlargement occurs. If, in a subsequent action, the court adjudicates that this right is entitled to either more or less water, the State Engineer will adjust the figures accordingly.

It is, therefore, ORDERED and Application Number 51-7221 (a22385) is hereby APPROVED subject to prior rights and the following conditions:

1. The applicant shall install a permanent totalizing meter on the well and shall keep at least monthly records of all water diverted from the well. The meter and the records shall be made available to the State Engineer or his representative at all reasonable times to regulate this change application.

MEMORANDUM DECISION
CHANGE APPLICATION NUMBER
51-7221 (a22385)
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2. Upon submittal of proof of diversion and use of water, in addition to all other information required at that time, the applicant shall provide evidence that the historic 60.00 acres of irrigation have been taken out of active cultivation.

This Decision is subject to the provisions of Rule R655-6-17 of the Division of Water Rights and to Sections 63-46b-13 and 73-3-14 of the Utah Code Annotated, 1953, which provide for filing either a Request for Reconsideration with the State Engineer or an appeal with the appropriate District Court. A Request for Reconsideration must be filed with the State Engineer within 20 days of the date of this Decision. However, a Request for Reconsideration is not a prerequisite to filing a court appeal. A court appeal must be filed within 30 days after the date of this Decision, or if a Request for Reconsideration has been filed, within 30 days after the date the Request for Reconsideration is denied. A Request for Reconsideration is considered denied when no action is taken 20 days after the Request is filed.

Dated this 22nd day of September, 1998.


Robert L. Morgan, P.E., State Engineer

RLM:JER:et

Mailed a copy of the foregoing Memorandum Decision this 22nd day of September, 1998, to:

Juniper Ridge LLC
1494 South Cartersville Road
Orem, UT 84097

Juniper Ridge LLC
c/o John Wilding
HC 13 Box 375
Fairview, UT 84629

Provo River Water Users Association
1788 North State Street
Orem, UT 84057

Provo River Water Users Association
c/o Shawn E. Draney
PO Box 45000
10 Exchange Place, 11th Floor
Salt Lake City, UT 84145-5000

BY 
Eileen Tooke, Secretary

COMMITMENT FOR TITLE INSURANCE
ISSUED BY

**STEWART TITLE
GUARANTY COMPANY**

Order Number: ~~UT2005-083~~ **UT2007-010**

STEWART TITLE GUARANTY COMPANY, a Texas Corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

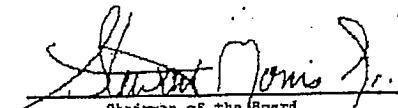
This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

The Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

Signed under seal for the Company, but this Commitment shall not be valid or binding until it bears an authorized Countersignature.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

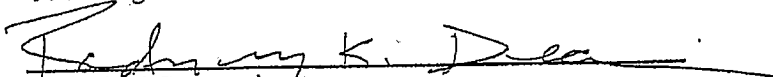
**STEWART TITLE
GUARANTY COMPANY**


Chairman of the Board




President

Countersigned:


Authorized Countersignature

Stewart Water Information, LLC
455 East 500 South, Suite 303
Salt Lake City, UT 84111
(801) 355-9393

Order Number: **UT2005-083 UT2007-010**
Page 1 of 2 Commitment for Title Insurance 3/78

CONDITIONS AND STIPULATIONS

1. The term mortgage when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252, and identify this commitment by its printed ORDER NUMBER which appears on the top of the front of the first page of this commitment.

Order Number: UT2005-083 4T2007-010

Page 2 of 2 Commitment for Title Insurance 3/78

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

SECOND AMENDMENT

1. Effective Date: February 1, 2007 at 8:00 a.m.

Our Number: UT2005-083

2. Policy or Policies To Be Issued:

ALTA (1992) Owner's Policy

Amount:

Premium:

\$262,500.00

\$50,000.00

Proposed Insured: Central Bank

ALTA (1992) Loan Policy

Amount:

Premium:

\$640.00

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

Water Rights

Water Rights: Title held by the insured in and to those rights arising from an appropriation, a decree, a certificate or diligence claim for the use of water. A reference to 'land' where only water rights appear shall be deemed to mean water rights.

4. Title to the estate or interest is owned, at the effective date, by:

Hearthstone Development, Inc.

5. The description of the water right referred to in this commitment is as follows:

92.0 acre feet of water from Water Right 51-7252 (a22775) a segregated portion of Water Right 51-373 (A33501) Certificate No. 9141 recorded in the office of the Sanpete County Recorder on September 8, 1972 as Entry No. 221633 in Book 166 at page 773

SCHEDULE B - Section 1

REQUIREMENTS

UT2007-010

Order Number: UT2005-983 - SECOND Amendment

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) You must tell us in writing the name of anyone not referred to in the Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirement and/or exceptions.
- (d) Record the following documents in the Office of the Utah County Recorder:
 - 1. Certified copy of the Certificate of Appropriation of Water Right 51 -373 (A33501) Certificate No. 9141.
 - 2. Certified copies of the Statement of Ownership Segregation and Application for Permanent Change of Water from the water right file of 51 -7252 (a22775).
- (e) Provide the following information to the Company for its review, at which time additional requirements may be set forth:

ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT OF THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

SCHEDULE B - Section 2

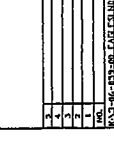
EXCEPTIONS

Order Number: ^{UT2007-010} ~~UT2005-083~~ - SECOND Amendment

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public record.
2. Property taxes for the year 2005 are accruing and are not yet due.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements or claims of easements, not shown by the public records.
5. Reservations or exceptions in patents, or in Acts authorizing the issuance thereof.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any adverse claim based upon the assertion that such rights and easements for navigation, recreation and fishery, which may exist over that portion of, said land lying beneath the waters of any lake, stream and/or the river.
8. Loss or damage arising from (a) use of waters (including historical use, actual use, type of use, physical availability or existence of water, the partial or total forfeiture of right due to non-use, failure to abide the terms of any administrative or judicial action defining or limiting the use of the insured water right); (b) lack of priority of the water right and/or that the water right will be in priority to be diverted at all times; (c) administrative or judicial action to allocate or re-allocate existing supplies of water or the priority of the insured water right; (d) any reservations of rights by the United States of America, any rights created by federal claims, and any prior rights by held by another state, territory, sovereign tribe, nation or country obtained by appropriation, treaty, compact, legislation or otherwise; (e) lack of right of access to or transport from the point of diversion and/or well bore.
9. Hearthstone Development, Inc v, John Wilding, et al, Civil No. 060402497 in the FOURTH DISTRICT COURT, STATE OF UTAH, UTAH COUNTY, PROVO DEPARTMENT.
10. Warranty Deed dated October 1, 2001 from Eagles Landing Development, LLC as Grantor to Eagles Landing Fire Protection Special Service District recorded in Utah County on October 2, 2001 as Entry No. 99934;2001.

11. Warranty Deed dated August 30, 2002 from Eagles Landing Development, LLC as Grantor to Bryan Amundson and Jana Amundson, husband and wife recorded in Utah County on September 3, 2002 as Entry No. 102230:2002.
12. Warranty Deed dated September 4, 2002 from Eagles Landing Development, L.L.C., as Grantor to Earthtec Testing & Engineering P.C. recorded in Utah County on September 11, 2002 as Entry No. 106448:2002.
13. Warranty Deed dated April 22, 2003 from Eagles Landing Development, L.L.C., as Grantor to Justin Dean Wilding recorded in Utah County on May 20, 2003 as Entry No. 75516:2003.
14. Warranty Deed dated April 22, 2003 from Eagles Landing Development, L.L.C., as Grantor to Utah County recorded in Utah County on October 2, 2001 as Entry No. 99935:2001.
15. Preliminary Phased Bonding Agreement dated May 5, 2004 between Utah County, Washington Mutual Bank and Eagles Landing Development, L.L.C. recorded in Utah County on May 13, 2004 as Entry No. 55261.



Notice of Right to Connect to Eagle Landing Water System

Eagles Landing M.H.D. Plat A allows currently existing dwellings located within 1/2 mile of the boundary of the plat to transfer their culinary well water rights to the Eagles Landing Mountain Home Development culinary well and connect to the Eagles Landing culinary water system, at actual cost, if existing dwelling culinary wells are contaminated by the Eagles Landing M.H.D. septic systems. See Attachment A for legal description of said properties.

ENT 99926:2001 PG 1 of 2
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2001 Oct 02 10:35 am FEE 14.00 BY JRD
RECORDED FOR EAGLES LANDING DEVELOPMENT

Name of Developer

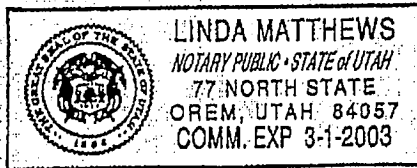
Eagles Landing Development LLC
By: [Signature]
Its: MANAGING MEMBER

STATE OF UTAH)

SS

COUNTY OF UTAH)

The foregoing instrument was acknowledged before me on this 14 day of Sept 2001, by John Widding, the managing member of Eagles Landing LLC (Developer)



Linda Matthews
NOTARY PUBLIC
Residing at: [Signature]

My Commission Expires: 3-1-2003

Attachment A

Property 1 currently owned by Bryce and Corinne Clayton.

Legal Description:

ALL OF THE PROPERTY IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 11 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN LYING WEST OF STATE ROAD 89. AND EXCLUDING ALL WATER RIGHTS.
LESS THAT PORTION IN SAID SECTION 13 LYING NORTH AND EAST OF STATE ROAD 89.
APPROXIMATELY 90 ACRES.

Property 2 currently owned by John and Eltie Wilding.

Legal Description:

COMMENCING S89°59'40"W ALONG THE SECTION LINE 2412.18 FEET AND NORTH 750.98 FEET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 11 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N33°15'51"W 338.89 FEET; THENCE S61°55'04"W 138.26 FEET; THENCE S78°25'51"W 216.31 FEET; THENCE N47°44'03"W 142.93 FEET; THENCE S89°25'12"W 55.81 FEET; THENCE S63°23'54"W 88.13 FEET; THENCE S57°05'57"W 81.75 FEET; THENCE S15°43'15"E 335.00 FEET; THENCE N80°57'42"E 758.36 FEET TO THE POINT OF BEGINNING.

CONTAINS 226116.34 SQ. FT. OR 5.19 ACRES

Property 3 currently owned by Larry and Susan Linde.

Legal Description:

BEGINNING AT A POINT IN A FENCE LINE AND THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 89, WHICH POINT IS SOUTH 710.908 FEET AND EAST 737.379 FEET (BASED ON THE UTAH STATE COORDINATE SYSTEM, CENTRAL ZONE, AND DATA PUBLISHED BY THE UTAH COUNTY SURVEYOR AS OF NOVEMBER 3, 1978, BEING ENTRY NO. 51713-78, IN BOOK 1708, AT PAGE 153) FROM THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 11 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID FENCE LINE AS FOLLOWS: SOUTH 86 DEG. 06'49" EAST 521.486 FEET; SOUTH 06 DEG. 58'57" EAST 603.189 FEET; SOUTH 89 DEG. 47'24" EAST 221.658 FEET; NORTH 86 DEG. 02'20" EAST 369.745 FEET; NORTH 88 DEG. 39'01" EAST 207.635 FEET; NORTH 89 DEG. 45'01" EAST 508.480 FEET; SOUTH 00 DEG. 00'41" WEST 1317.378 FEET; SOUTH 84 DEG. 13'12" WEST 18.374 FEET; SOUTH 00 DEG. 06'01" EAST 333.386 FEET; THENCE SOUTH 87 DEG. 29'28" WEST 618.653 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 89; THENCE ALONG SAID RIGHT-OF-WAY LINE AS FOLLOWS: NORTH 33 DEG. 38'47" WEST 19.949 FEET; NORTH 87 DEG. 27'18" EAST 29.232 FEET; NORTH 38 DEG. 59'14" WEST 272.045 FEET; NORTH 33 DEG. 40'15" WEST 999.492 FEET; NORTH 18 DEG. 29'07" WEST 212.187 FEET; NORTH 31 DEG. 55'40" WEST 192.758 FEET; NORTH 44 DEG. 33'56" WEST 194.440 FEET; NORTH 24 DEG. 11'14" WEST 600.455 FEET; NORTH 08 DEG. 46'12" EAST 119.258 FEET; NORTH 24 DEG. 26'17" WEST 56.866 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT D

1

EXHIBIT D

2

EAGLES LANDING WATER SYSTEM CAPACITY ASSESSMENT SUMMARY

Background

The Eagles Landing Subdivision received Plan Approval by the State Division of Drinking Water in December 1999. The Division of Drinking Water system number is #25146 and the file number is #05190. Eagle's Landing Subdivision is located in Utah County near the town of Birdseye. The development consists of 95 single family lots on 299 acres. The development has a single well that was drilled in 1999 and has a flow rate of 180 gpm. The Division of Drinking Water approved the well for 120 gpm. The water rights for the well are 51-7221 (a22385) and 51-7252 (a22775).

The original developer had some financial problems and did not start construction of the improvements until the fall of 2003. With some funding restraints the developer divided the project into five phases. The developer was working closely with Utah County in dividing the project into phases and bonding for the improvements. The improvements for Phase One were started in the fall of 2003 and mostly completed the spring of 2004. Phase One consisted of 21 lots. With continued financial problems the project went into foreclosure. Hearthstone Development purchased the project during the spring of 2006. Hearthstone worked very closely with Utah County on completing the improvements for Phase One. Hearthstone Development has been working with the State Division of Drinking Water for an Operating Permit since November of 2006.

Facilities Plan

The Eagle's Landing Subdivision, Plat "A", was recorded in October of 2002. The subdivision consists of 95 lots on 299.02 acres. The lots range in size from 0.5 acre to 1.0 acre. The remaining areas of the subdivision are included in roadways, common area, and open space. There is not an irrigation system for the subdivision. The only areas to be irrigated are the individual lot areas. The irrigation water will be supplied through the culinary water system. Each lot has an individual water meter and each lot that installs an irrigation system will be required to have a back flow device installed at the water connection behind the meter. The Eagles Landing Water Company will supply water for the 95 lot subdivision.

There is a potential to provide water service to future areas outside the subdivision boundary. It is not known at this time what areas would connect to the system. There has been a concept plan prepared of 300 acres south of the Eagle's Landing Subdivision but the property has changed owners and we are not sure what the plans are. We have extended 8-inch water lines to the end of the subdivision roadways which would allow expansion of the water system. We do understand that a second source of supply is required to serve over 100 connections and that we would need to work with the Division of Drinking Water for approval of any expansion. We would also be required to work with Utah County on obtaining any subdivision approvals of which

they will require a letter from the state on water services from the existing system to any new proposed development.

The population projections for the subdivision would be 3.6 people per residence. With 95 lots the projected population of the Eagle's Landing Subdivision would be 342 people.

The land use of the subdivision has been determined by the recorded subdivision plat. The plat contains 299.02 acres. The total common area is 104.06 acres and the open space area is 85.53 acres. The recorded plat prevents the changing of the platted land use. Any changes to the plat will require a vacation of the existing plat and approval by the County for a revised plat.

The projected water use for the subdivision would include indoor use and outdoor use. The projected indoor water use would be 400 gal/day times 95 lots which would be 38,000 gal/day. The projected outdoor water use is estimated at 800 gal/day times 95 lots which would be 76,000 gal/day. The total water use during the hot summer irrigation season would be 114,000 gal/day. This flow rate requirement would be 79.2 gpm. The current well provides 120 gpm. A 500,000 gallon water tank was constructed as part of the Eagle's Landing Water System and will provide 4.38 days of storage during the hot summer irrigation season.

A source protection plan has been prepared by Carl Carpenter and has been submitted to the DDW. We are currently working with the Forest Service on obtaining their Land Use Letter regarding potential development and contamination of the existing well Zone I and II. In the source protection plan the developer has signed and recorded a land use agreement as per the DDW regulations. The Zone I and Zone II area identified in the source protection plan are located in the common area and open space areas of the plat. Any changes to the plat which would place building lots within Zone I or II would require approval by the County and State as previously discussed.

A complete chemical analysis has been performed on the well and the water quality meets the State Drinking Water Standards. This recent test is the second complete chemical analysis performed on the well. The first test was performed when the well was drilled in 1999. It is our understanding that this test is required every five years and will be part of the regular operation and maintenance plan.

There were no other existing water systems in the development area to allow a connection to. All of the homes in the area are on private wells. There are no public water systems in the area.

There were not any spring sources in the area and particularly none located on the property of the development. There were not any existing wells in the area that met the requirements for drinking water and were large enough to provide adequate water for the development.

Because there were not any existing well sources or spring sources the drilling of a new well became the best source for water for the project. Existing well logs in the area were evaluated to determine the likelihood of water and the approximate depth required to find the water. A preliminary evaluation report was prepared prior to drilling the well which addressed the technical reasons for drilling the new well.

From a financial standpoint there were not any other sources to provide water than to drill a new well. The storage tank is located near the well so that the well pump can operate efficiently at steady duration periods and the water tank can meet the

demands of downstream water users. The well pump can be regulated so that it doesn't pump during peak energy rate hours and the tank still has the capacity to meet the downstream needs of the water users.

In the event of power outage to the pump the existing tank would still have sufficient storage to provide water to the users over a short period of time. The past history of power outages in the area would not keep the water tank and water system from meeting the demands of the downstream water users.

As previously mentioned the water system consists of an existing well which has been approved to supply 120 gpm and an existing 500,000 gallon buried concrete storage reservoir. The distribution lines from the reservoir to the water services consist of an 8-inch diameter line. A computer model of the water system was performed and the water use demands along with fire flow demands were met with the sizing of the water pipe system and the adequate pressure requirements. This information was submitted to the Division of Drinking Water and was part of the approval system of the Eagles Landing Water System.

The plat of the entire 95 lots was recorded with one plat. The project has been divided into five phases and the bonding for the improvements has been divided into the each associated phase. Phase One consists of 21 lots located near the entrance of the development from the highway. Phase One consists of lots 1 thru 11, 62 thru 70 and lot 95. Phase Two consists of 18 lots adjacent to Phase One. Phase Two consists of lots 12 thru 19 and 52 thru 61. Phase Three consists of 15 lots and is adjacent to Phase Two. Phase Three consists of lots 20 thru 29 and 47 thru 51. Phase Four consists of 24 lots and is adjacent to Phase Three and Phase One. Phase Four consists of lots 71 thru 94. Phase Five consists of 17 lots and is adjacent to Phase Three. Phase Five consists of lots 30 thru 46.

As previously mentioned future expansion could be to the south of the property. The property to the east and north of the development is Forest Service Property and would not likely be developed. Highway 89 borders the west side of the development. It is possible that the water system could be expanded to serve properties west of the highway. An 8-inch diameter culinary water line has been designed to be extended in all of the proposed roadways which could provide service to future connections. Any change in the water service area of the Eagle's Landing Water System will be submitted to the Division of Drinking Water for approval.

Management Plan

The water rights for the Eagles Landing Water Company are wr 51-7221 (a22385) and 51-7252 (a22775). The water company is registered with the Public Service Commission. Please see the attached documentation. We have also attached the Eagles Landing Water documents to this report. The CC&R's for the Eagles Landing Subdivision is attached which provide the legally enforceable management contracts.

David Olsen is the general manager of Eagles Landing Water Company and the system operators will be Jay Spencer and Dustin Olsen. Jay and Dustin have been involved in bringing the water system in compliance with state regulations and in obtaining the operating permit. Jay and Dustin have been working with the Utah County

Health Department in obtaining water samples for testing. They have also been working closely with Chemtech-Ford Laboratories in obtaining the water samples. They currently are not certified water system operators. They will take the certification courses and obtain their state operators certificates. Eagles Landing Water Company will have the resources of Delco Western for support services with regard to their well pump and the pump controls. They will also have the support services of Northern Engineering in assisting with any operation problems that may occur with the water system. The Eagles Landing Water Company also intends to work closely with the Division of Drinking Water in meeting all of the compliance and operating regulations. It is the intent of Eagles Landing Water Company to be in compliance with the water system operator rules.

Financial Plan

The proposed minimum base rate will be \$35.00 per month for the first 10,000 gallons used during the month. If the water usage per month is between 10,001 gallons and 20,000 gallons an additional \$2.50 per 1,000 gallons fee will be charged in addition to the base rate of \$35.00 per month. If the water usage per month is between 20,001 gallons and 40,000 gallons an additional \$3.00 per 1,000 gallons fee will be charged in addition to the base rate of \$35.00 per month. If the water usage per month is between 40,001 gallons and 60,000 gallons an additional \$3.50 per 1,000 gallons fee will be charged in addition to the base rate of \$35.00 per month. If the water usage per month is between 60,001 gallons and 80,000 gallons an additional \$4.00 per 1,000 gallons fee will be charged in addition to the base rate of \$35.00 per month. If the water usage per month exceeds 80,001 gallons an additional \$5.00 per 1,000 gallons fee will be charged in addition to the base rate of \$35.00 per month. All water services will be metered and will be read monthly.

It is estimated that the average year round water usage would be 10,000 gallons per month per connection. The average monthly water fee would be the base rate of \$35.00. The yearly water fee per lot would be \$420.00. By multiplying the average yearly water fee by 95 lots the water usage income would be \$39,900 per year. We realize that there will be larger water use during the summer and there will also be less than 10,000 per day use during the winter. For the financial analysis we will use annual revenue budget of \$40,000 per year which would be \$3,333.33 per month.

A connection fee of \$4,000.00 per lot will be assessed to each lot at the time of connection to the water service at the property line. This connection fee will go toward the cost and installation of the meter, inspection of the water service connection, partial payment of infrastructure improvements and reserves for future improvements.

It is estimated that the costs to read each meter each month would be about \$600.00 per month. It is also estimated that it would cost \$200 per month for water sampling testing with an additional \$200 per month to take the tests and deliver them to the testing laboratory. It is estimated that the monthly operating and maintenance budget would be \$800.00 per month. Water company equipment used for operation and maintenance is estimated at \$600.00 per month. Liability insurance premium per month would be estimated at \$250.00 per month. The final monthly budget component would

be reserve and replacement fund which would be estimated at \$683.33. All of these monthly operating costs would equal \$3,333.33 per month.

The connection fee of \$4,000.00 per lot multiplied by 95 lots would be \$380,000.00. Approximately \$1,500.00 of the connection fee will be used for the meter cost, meter installation and inspection fee to connect to the water system. Approximately \$1,000.00 will be applied to reimbursement for construction costs of the water system improvements. The remaining \$1,500.00 will be used for the reserve and replacement fund.

It is estimated that for a five year period the total operation and maintenance budget would be \$200,000.00 with any additional revenues being placed in the reserve and replacement fund. With all of the water connections installed during a five year period the reserve and replacement fund would be estimated at \$142,500.00. During a five year period it is estimated the \$44,000.00 would be generated from monthly usage fees that would be applied to the reserve and replacement fund. The total amount for the first five year period to the reserve and replacement fund would be \$186,500.00. This amount would require all of the connections to be installed and in use during the five year period. The build rate and occupancy rate would direct the actual amounts for the total water system budgets.

SCHEDULE OF RATES
RULES AND REGULATIONS

TARIFF NO. 1

Issued on not less than five days' notice to the Commission and the Public by authority of the Public Service Commission of Utah, Order in Case No. _____ dated March ____, 2007

Issued: March ____, 2007

Effective: March ____, 2007

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WATER SERVICE RATE SCHEDULE

Applicability

Applicable in entire service area to water service for culinary and domestic purposes at one point of delivery for use at a single dwelling unit, and for commercial purposes at a single business connection.

Rate

The following rate is for the period of one month:

<u>Usage</u>	<u>Charges</u>
First 10,000 gallons	\$ 35.00 Fixed Charge
10,001 – 20,000 gallons	\$ 2.50 per 1,000 gallons
20,001 – 40,000 gallons	\$ 3.00 per 1,000 gallons
40,001 – 60,000 gallons	\$ 3.50 per 1,000 gallons
60,001 – 80,000 gallons	\$ 4.00 per 1,000 gallons
80,001 gallons	\$ 5.00 per 1,000 gallons

Service Connection Charges

1" service to property line, where service fronts property line, including meter and materials. One time charge for each service requiring new meter installation.	\$ 4,000
Turn-on service where meter is already in place	\$ 100
Turn-off service	\$ 25

Issued: March ____, 2007

Effective: March ____, 2007

RULES AND REGULATIONS

1. Connections. No unauthorized person shall tap any water main or distribution pipe of the Company or insert fixture or appliance, or alter or disturb any service pipe, 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 alternations of any such service pipe, tap, stop cock, or any other fixture or attachments connected with any such service pipe, without first procuring a permit from the Company.
2. Application for Permit. Before any service connection shall be made to any part of the waterworks system, or any work performed upon old or new connections, a permit shall be obtained from the Company. Such permit shall be issued upon written application on forms obtainable from the Company. Applicants for water service shall furnish and lay and install all the portion of the service not provided by the Company, at their own expense, subject, however, to the supervision and inspection of the Company.
3. 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. Meter boxes shall not be opened for the purpose of turning on or off water except by authorized representative of the Company, unless special permission is given, or except in case of emergency. Unauthorized entry into the water box may result in loss of service.
4. Meter Adjustments. If the meter fails to register at any time, the water delivered during such a period shall be estimated on the basis of previous consumption. In the event a meter is found to be recording less than 97 percent or more than 103 percent of accuracy, the Company may make such adjustments in the customer's previous bill as are just and fair under the circumstances.

RULES AND REGULATIONS (Continued)

5. Service Connections. Any party desiring to obtain a supply of water from the Company shall make application in writing. The service connection charges shown in this Tariff include a meter, meter box, a cover, and a valved service line to the property line. The meter and meter box will be located as directed by the Company. All materials furnished by the Company shall remain the property thereof. Excavation and installation shall be made by the Company from the main line connection in the road to three feet beyond the meter.

6. Service Line. All service line materials and installation shall be provided by the applicant. Installation shall be inspected and approved by the Company before the service line trench is backfilled. A shutoff valve shall be provided by the applicant on each service line, in an accessible location, separate from the water meter box.

7. Water Use Restrictions. 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, except upon written permission of the Company.

8. Service Turn-on and Turn-off. No unauthorized person shall turn the water from any main or distribution pipe into any service pipe. Service may be turned off by the Company when so requested by the applicant or when the applicant fails to abide by these regulations. Whenever the water is turned off from any premise, it shall not be turned on again until the applicable charge shown in the rate scheduled has been paid.

9. Disruption Liability. The Company shall use reasonable diligence to provide continuous water service to its customers, and shall make a reasonable effort to furnish them with a clean, pure supply of water, free from injurious substance. The Company shall not be held liable for damages to any water user by reason of any stoppage or interruption of his water supply caused by scarcity of water, accidents to works or water main alterations, additional repair, acts of God, or other unavoidable causes.

RULES AND REGULATIONS (Continued)

10. Damage to Facilities. Water meter may be installed upon any premises supplied with water, and any damage to said meter, or other facilities of the Company, resulting from the failure of the owner, agent, or tenant to properly protect same shall be assessed against such owner, agent, or tenant. Water consumers shall not tamper with or remove the meter, or interfere with the reading thereof.

11. Reading of Meters. All meters will be read by the Company each month, excepting November, December, January, February and March. The monthly charges for the months when meters are read shall be based upon the meter readings, except as provided for in Paragraph 4 herein above. The monthly charge for the months the meters are not read will be a rate of \$15.00 per month. In the event that any user surpasses, on average, 10,000 gallons per month, an overage charge will be assessed based upon the rate schedule.

12. Billing and Payments. Bills covering the charges shall be rendered monthly and shall be due fifteen (15) days after being rendered. If any customer neglects, fails, or refuses to pay water service bill or any other obligation due to the Company within thirty (30) days from the date of said bill, the Company's employees shall have the right to go upon the premises and make such excavation or do such work as may be necessary to disconnect the water service. Before the service is renewed, the delinquent bill or bills shall be paid in full, or arrangements made for payment that are satisfactory to the Company, and the established Tariff charge for re-connection shall be paid by the delinquent customer. Late fee in the amount of 1-1/2% per month of the unpaid balance may be assessed against past due accounts.

13. Credit Deposit. The Company may, at its option and in lieu of established credit, require a deposition from the customer to assure payment of bills as they mature, such deposits shall be a minimum of 90 days estimated bill or \$100.00. Deposits may be refunded when credit has been established. Deposits held over 12 months shall earn interest from the Company at the rate of 12% per annum. Interest will be credited to the account of the consumer.

RULES AND REGULATIONS (Continued)

14. Regulated Usage. Whenever the Company shall determine that the amount of water available to its distribution system has reached such a volume that, unless restricted, the public health, safety, and general welfare is likely to be endangered, it may prescribe rules and regulations to conserve the water supply during such emergency. Likewise, the use of water for sprinkling lawns and gardens, and the hours for such use, may be prescribed by regulations adopted for the governing of said water system.

15. Changes and Amendments. The right is reserved to amend or add to these Rules and Regulations as experience may show is to be necessary and as such changes are approved by the Utah Public Service Commission.

FACILITY EXTENSION POLICY

1. Extensions. An extension is any continuation of, or branch from, the nearest available existing line of the Company, including any increase in capacity of an existing line to meet the customer's requirement.

2. Costs. The total cost of extensions, including engineering, labor and material shall be paid by the applicants. Where more than one applicant is involved in an extension, the costs shall be prorated on the basis of the street frontage distances involved. Sufficient valves and fire hydrants shall be included with every installation.

3. Construction Standards. Minimum standards of the Company shall be met, which standards shall also comply with the standards of the Utah State Bureau of the Environmental Health. Pipe sizes shall be designed by the Company, but the size shall never be smaller than 4".

4. Ownership. Completed facilities shall be owned, operated, and maintained by the Company including and through the meters, as detailed in the Tariff Rules and Regulations.

5. Water Storage and Supply. All costs for providing needed water supply and storage shall be paid by the Company for the 95 lots within the service area. This cost shall include the installation and operation of pumps as required for proper pressure regulation of the system. Any supply costs to those outside the service area shall be the responsibility of those seeking the water supply.

6. Temporary Service. The customer will pay the total cost for the installation and removal of any extensions for service to a venture of a temporary or speculative permanency. The Company will receive the estimated cost from the customer before beginning work on the extension.

EAGLES LANDING WATER COMPANY

Notice to Water Users,

On March __, 2007, the Public Service of Utah approved the Company's application to set rates and the rate structure. Effective March 1, 2007, the rates applicable to all water users in the Company's service area are as follows:

First 12,000 gallons	\$ 25.00 Fixed Charge
12,001 – 20,000 gallons	\$ 2.50 per 1,000 gallons
20,001 – 40,000 gallons	\$ 3.00 per 1,000 gallons
40,001 – 60,000 gallons	\$ 3.50 per 1,000 gallons
60,001 – 80,000 gallons	\$ 4.00 per 1,000 gallons
80,001 gallons	\$ 5.00 per 1,000 gallons

The rate structure is designed to provide ample water for your reasonable needs, but also to encourage conservation by making water use which is well in excess of the State standards for household water consumption more expensive.

Eagles Landing Water Company

