STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 2021

This Lease Contract ("**Lease**") is between the Idaho Water Resource Board ("**Board**"), and

LESSOR: CONSTRUCTION INC
PO BOX 540478
N SALT LAKE, UT 84054-0478

RECEIVED
Jul 15, 2025
DEPARTMENT OF
WATER RESOURCES

RECITALS

1. The Board is authorized under chapter 17, title 42, Idaho Code to operate a water supply bank and to contract with lessors to act as an intermediary in facilitating the rental of water.

2. The Lessor has filed a completed application to lease water rights described below into the Water Supply Bank on forms supplied by the Idaho Department of Water Resources and received by the Department on January 15, 2025.

3. The Director of the Idaho Department of Water Resources has reviewed the application for compliance with the Water Supply Bank rules and has approved the Lease subject to conditions listed below.

NOW, THEREFORE, in consideration of the mutual covenants and contracts herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **WATER RIGHTS**: The Lessor shall lease and the Board shall accept into the Bank the Applicant's water rights described as follows:

Summary of Water Rights or Portions Leased to the Bank

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)
43-2585	12/10/1946	SIXMILE CREEK, tributary to SINKS	0.000	20.00	20.0
43-7216	6/28/1985	SIXMILE CREEK, tributary to SINKS	0.000	20.00	342.0
Combined Limit Totals			**0.000**	**20.00**	**342.00**
Combined Lease Totals			**0.000**	**20.00**	**342.00**

Summary of Water Rights Elements Rentable From the Bank

Water Right	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (Limited) (AC)	Rate Per Acre (CFS/AC)	Volume Per Acre (AF/AC)
43-2585	0.00	00.0	0.00	0.000	0.00
43-7216	0.00	00.0	0.00	0.000	0.00
Combined Limit Totals	**0.00**	**00.0**	**0.00**	**0.000**	**0.00**

**** The water right elements rentable have been reduced from the water right elements leased to account for enlargement concerns.***

SUPPORT DATA
IN FILE # 43-2585

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 2021

2. **COMPENSATION:** The Lessor shall accept and the Board shall pay compensation determined by the amount of water rented under the following rental rate during such times as the water is rented from the Bank over the term of this Lease.

   Minimum Payment Acceptable: Current Rental Rate

3. **TERM OF LEASE**: The term of this lease shall be January 1, 2025 to December 31, 2029. This Lease shall bind the parties and take effect when both parties have signed it.

4. **WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE**: The Lessor shall abide by all terms and conditions contained in the Water Supply Bank Conditions of Acceptance, attached hereto as "Attachment A" and incorporated herein by this reference.

5. **CHANGE OF WATER RIGHT:** This lease specifies water right elements including but not limited to: diversion rates; diversion volumes; number of acres authorized to be irrigated; places of use; points of diversion; beneficial uses; and seasons of use. During the term of this lease, if a water right is administratively changed due to a water right split and renumbering, this lease may be reduced by an equal amount to reflect the water right elements as legally defined under the water right. If a lease contract cannot be reduced sufficient to reflect the legal definition of a water right as amended through a water right split and/or water right transfer, the Board may release the water right from the Water Supply Bank.

6. **ASSIGNMENT OF CONTRACT:** This lease is between the Board and the Lessor, who is the recognized owner or designated representative of the recognized owners of water rights described herein. Should ownership of any part of a water right herein described change during the term of this lease, either through a water right split, a water right transfer, sale of property to which the water right is appurtenant, or through any other recognized water right reassignment, the lease benefits and obligations to the conditions of acceptance for any such water rights will be assigned to the new owners.

7. **DUPLICATE ORIGINAL**: This Lease is executed in duplicate. Each of the documents with an original signature of each party shall be an original.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 2021

IN WITNESS WHEREOF, the parties have executed this Contract on the date following their respective signatures.

LESSOR: CONSTRUCTION INC
PO BOX 540478
N SALT LAKE, UT 84054-0478

By CHRISTOPHER F. ROBINSON
DocuSigned by: 4121EF7DF47848E...
Title President
Date 07/15/2025

IDAHO WATER RESOURCE BOARD
322 East Front Street
P.O. Box 83720
Boise, ID 83720-0098

By _____ Date 7/16/25
Brian Patton, Executive Manager
Idaho Water Resource Board

Lease approved by IDWR _____ Date 7/16/25

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 2021

ATTACHMENT A
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water rights or portions thereof leased to the bank are described as follows:

Source and Location of Point(s) of Diversion for Water Right No(s): 43-2585, 43-7216
SIXMILE CREEK SWSENW Sec. 15 Twp 15S Rge 28E CASSIA County

Water Right	Beneficial Use	Season of Use			Diversion Rate (CFS)	Volume (AF)
		From		To		
43-2585	IRRIGATION STORAGE	01/01	to	12/31	0.000 cfs	20.00 AF
43-7216	IRRIGATION STORAGE	01/01	to	12/31	0.000 cfs	20.00 AF
43-2585	IRRIGATION FROM STORAGE	04/01	to	10/31	0.000 cfs	20.00 AF
43-7216	IRRIGATION FROM STORAGE	04/01	to	10/31	0.000 cfs	20.00 AF
				Totals:	0.000 cfs	20.00 AF

PLACES OF USE TO BE IDLED UNDER THIS LEASE: IRRIGATION FROM STORAGE & IRRIGATION STORAGE

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
15S	28E	16							12.0										12.2
15S	28E	17		0.8	34.0	30.0	14.0	25.0	40.0	40.0	40.0	40.0			39.0	39.0			341.8

Total Acres: 696.0

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the Department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, or the lease term expires. A right may be released from the bank upon request, provided the Board approves the release. Unless approved by the Department, leased rights may not be immediately available for release.
5. While a water right is in the bank, forfeiture provisions are stayed pursuant to Idaho Code § 42-223(5).
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.

WATER SUPPLY BANK LEASE CONTRACT No. 2021

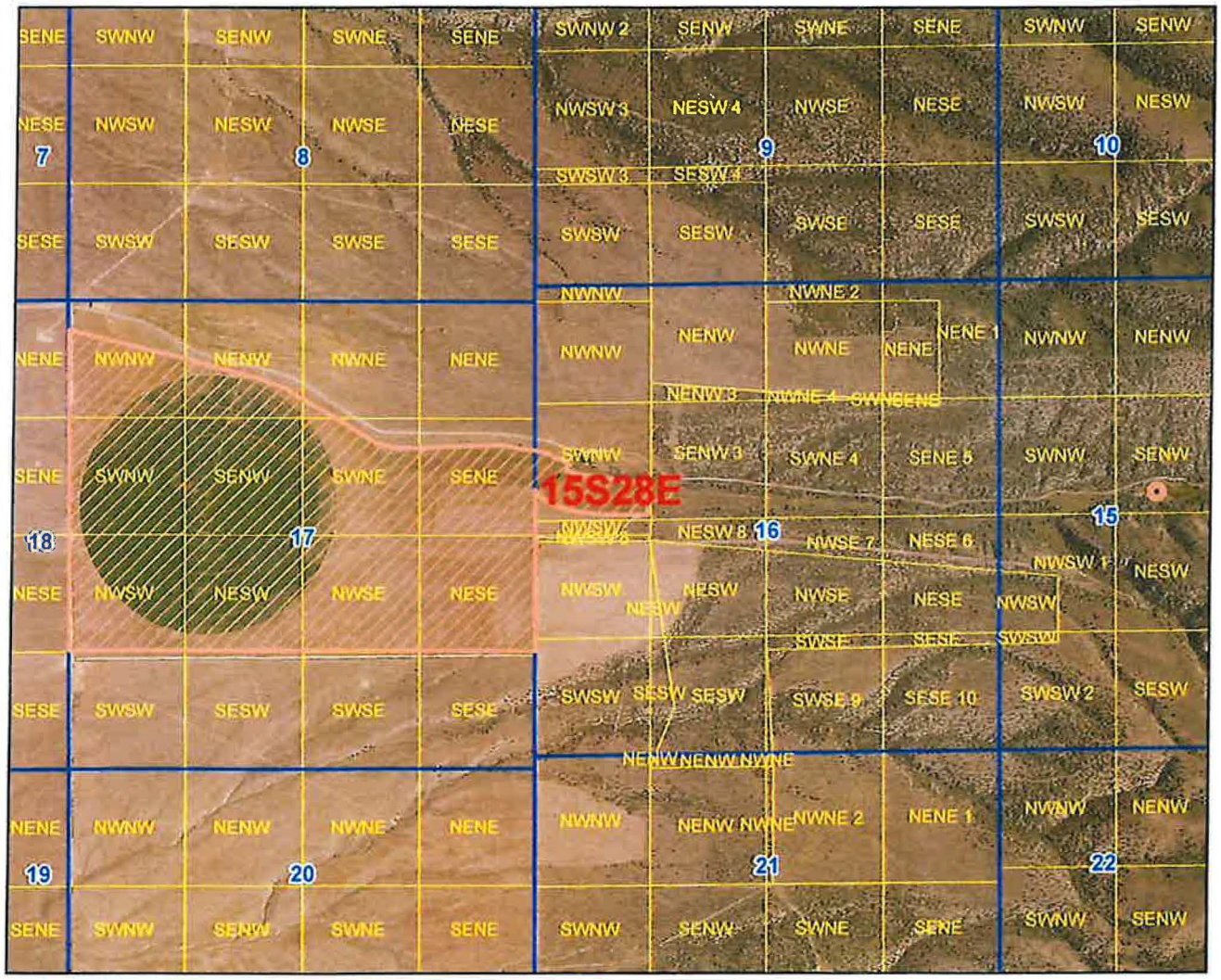
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other Department application process.
9. In accordance with Idaho Code § 42-248 and § 42-1409(6), all owners of water rights are required to notify the Department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. If a water right leased into the Water Supply Bank is sold or conveyed during the lease term, and if the leased right was rented, the rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
    a. Rental payments will go to the lessor(s) of record at the beginning of the rental season, even if the Department processes a Notice of Change in Water Right Ownership during the rental season.
    b. New lessor(s) of record will receive payment for any subsequent rental seasons.
11. The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.
12. Water right nos. 43-2585 & 43-7216 are limited to a total combined annual diversion volume of 20 AF for irrigation storage.
13. This water right enjoys the benefit of unqualified subordination of hydropower water right nos. 02-00100, 02-4000A, 02-4001A, 02-02032A, 02-4000B, 02-4001B, 02, 02032B, 02-02036, 02-02056, 02-02065, 02-02064, 02-10135, 02-02060, 02-02059, 02-02001B, 02-02001A, 02-02057, 37-02128, 37, 02472, 37-02471, 37-20710, 37-20709, 36-02013, 36-02018 and 36-02026.
14. Water right 43-2585 is limited to the irrigation of 20 acres within the place of use described above in a single irrigation season.
15. Water rights 43-2585 & 43-7216 are limited to a total combined annual diversion volume of 20 AF for irrigation storage.
16. Water right 43-4085 and the unleased portion of 43-7216 are limited to a total combined diversion rate of 3.42 CFS and a combined annual diversion volume of 1368 AF.
17. Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 43B.

Idaho Water Resource Board

Water Supply Bank Lease Contract No. 2021

43-2585 & 43-7216
Effective until December 31, 2029

This map depicts the **place of use** to be idled pursuant to the lease contract and is attached to the contract solely for illustrative purposes.



Approved Lease POD
Approved Lease POU
Township/Range
Sections
QQ

N

0 2,250 4,500 Feet

Form 42-1761-1
09/2024

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED
Jan 15, 2025
DEPARTMENT OF
WATER RESOURCES

APPLICATION TO SELL OR LEASE A WATER RIGHT TO THE WATER SUPPLY BANK

Applicant / Designated Lessor Construction, Inc. (Select one owner – see item 1A on the application) **Water Right No.** 43-2585 (One water right per application)

Is this application being submitted with a rental application as a lease/rental package? Yes ☐ No ☑
If yes, include renter and rental fee payment information as attachment 5B.

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. **Applications that do not meet the minimum requirements will not be processed and may be returned or denied.**

MINIMUM REQUIREMENT CHECKLIST
Check All Items as Either Attached (Yes) or Not Applicable (N/A)

N/A	Yes	Attachments	
	☐		Completed *Application to Sell or Lease a Water Right to the Water Supply Bank,* printed **single sided**, per requirement of the Water Supply Bank.
	☐		Application filing fee of $250.00 per water right. If you are submitting more than one lease application and the water rights have an overlapping, common place of use, or a common diversion rate or volume, the total fee for all water rights is $500.00. For places of use, multiple water rights must be used to irrigate the same lands in order to qualify for the joint filing fee. Individual filing fees are required for water rights that share a common permissible place of use but which cover separate acres within the permissible place of use.
☑	☐	1A	Signatures and contact information for ***all owners*** of the water right to be leased or sold on this application.
☐	☑	1B	An Internal Revenue Service (IRS) Form W-9 for the Applicant / Designated Lessor.
☐	☐	1C	*Notice of Change in Water Right Ownership* form (accessible from www.idwr.idaho.gov).
☑	☐	1D	Contact information for an authorized representative and documentary proof they are authorized to represent the Applicant on this application. If the Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity.
☐	☐	2	Description of a water right portion offered to the Water Supply Bank.
☑	☐	3	A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR's website at: www.idwr.idaho.gov.
☑	☐	4A	Written consent from irrigation district or water delivery company.
☑	☐	4G	Evidence demonstrating the water right has not been forfeited pursuant to Section 42-222(2), Idaho Code.
☑	☐	5B	Rental rate and owner payment agreement between lessor and renter for lease/rental packages.

Department Use Only

Fee Amount $ 500 Received By: KM Date Received: 1/22/2025 Receipt # C119911

W-9 received? Yes ☑ No ☐ (Route W-9 to Fiscal) Name on W-9: Construction INC

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STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION

A. The applicant or designated lessor must be listed as a current owner of the water right offered for sale or lease to the Water Supply Bank. If there are multiple current owners, choose one owner as the Designated Lessor. Complete and attach the Designated Lessor - Attachment 1A of this application package with the signatures of all current owners.

Applicant / Designated Lessor Construction, Inc.

Mailing Address P.O. Box 540478 (Street) North Salt Lake (City) Utah (State) 84054 (Zip Code)

Email Address crobinson@theensigngroup.com Phone Number 801-599-4397

☑ The Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

OR

☐ The Designated Lessor is representing additional water right holders who have completed Attachment 1A.

B. Has the Designated Lessor / Applicant submitted an IRS Form W-9 to this Department within 6 months? Yes ☑ No ☐
If no, complete the form and attach to this application (Attachment 1B).

C. Are all applicants on this form listed in IDWR's records as the current owners of the water right? Yes ☑ No ☐
If no, attach a *Notice of Change in Water Right Ownership* form along with the required documentation and fee (Attachment 1C).

D. Is this application being completed by an authorized representative of the Water Right Holder? Yes ☐ No ☑
If yes, representatives (includes employees of Water Right Holder companies) must complete this section and submit documentary proof of their authority to represent the Water Right Holder (Attachment 1D).

Name of Representative Christopher F. Robinson Organization Construction, Inc.

Professional Title President Email Address crobinson@theensigngroup.com

Mailing Address P.O. Box 540478, North Salt Lake, UT 84054 Phone Number 801-599-4397

☑ Send all correspondence for this application to the representative and not to the Designated Lessor / Applicant.

OR

☐ Send original correspondence to the Designated Lessor / Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

☐ The full water right is being offered to the Bank and none will still be used.

OR

☑ A portion of the water right is being offered to the Bank and a portion will still be used.
If a portion of the water right is being offered, **complete Attachment 2**.

3. MAP

Attach a map The map must locate the point of diversion from the source of water and the location of the lands to be idled or the place where the water will no longer be used. The map must also show townships, ranges, sections, and government lots. **For irrigation purposes**, mark the number of acres for lease **per** 40-acre tract (1/4-1/4). If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map **Attachment 3**.

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

4. GENERAL INFORMATION

A. Identify the owner of the water delivery system or well The Applicant

If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to Section 42-108, Idaho Code and IDAPA WSB Rule 37.02.03.25.02e. (Label Attachment 4A)

B. Please provide a description of the current water diversion and delivery system, including source, pump, pipeline or diversion.
The purpose for this application is to lease the 20 AF of storage right that the Applicant owns in the so-called Gunnell Reservoir (AKA Six Mile Reservoir) that breached a few years ago.

C. Describe any other water sources, including municipal, irrigation company shares, or water rights with combined limits to the water right offered to the bank, which are used for the same purpose at the same place of use as the water right being offered to the Bank. WR 43-7216, which is stacked with this WR 43-2585 also has a 20 AF storage right, which is also proposed for lease to the Water Supply Bank. The Applicant will continue to use the natural flow portions of both WR 43-2585 and 43-7216.

D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease? Yes ☒ No ☐

Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands, and usually have combined limits in the conditions of the water rights. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of $500.

E. Will the present place of use continue to receive water from any other source, including those listed in 4C? Yes ☒ No ☐

If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased. Please see 4C above. The natural flows under WR 43-2585, 43-4085, and WR 43-7216 will continue to be used.

F. Has any portion of this water right undergone a period of five or more consecutive years of non-use? Yes ☐ No ☒

If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Label Attachment 4G). See Section 42-223, Idaho Code for exceptions to forfeiture, including lease into the Bank. Your application may be denied if forfeiture concerns are not addressed.

G. Identify annual volumes and/or rates of water diverted (used) in the last 5 years to accomplish the beneficial use authorized by this water right. The Applicant has used the 20 AF of storage to supplement the natural flows

H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan? Yes ☐ No ☑

If yes, describe.

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

5. SALE/LEASE CONTRACT

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale ☐ or lease ☑ ?

If lease, specify the first calendar year when the use of water will be suspended:_____

All lease contracts are for a calendar year from January 1st to December 31st (year)

*Mark Desired Lease Duration (Calendar Years)					
☐ 1	☐ 2	☐ 3	☐ 4	☑ 5	Other Term Length (# of years): *Prior IWRB approval required*

B. Show the minimum payment acceptable to the seller/lessor. **If lease,** the minimum payment may be shown as the "current rental rate" as established by the IWRB, or a negotiated rental rate with submittal of an agreement between the lessor and the renter. ***The owner payment is 90% of the rental fee. The administrative fee retained by the IWRB is 10% of either the current rental rate or the negotiated rental fee, whichever is higher. Include the method of determining the minimum payment if submitted as a companion lease rental package, and whether the owner payment will be paid directly to the lessor from the renter or if owner payment should be collected by the Department from the renter for payment to the lessor. (Label attachment 5B).***

Current Rental Rate

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Lessor / Applicant acknowledges the following:

1. Payment to the Designated Lessor / Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Lessor / Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.

CONSTRUCTION, INC.

By: DocuSigned by: CHRISTOPHER F. ROBINSON 4121EF7DF47848E...	Christopher F. Robinson, President	01/15/2025
Signature of Designated Lessor or Applicant	Printed Name	Date
Signature of Co-Applicant	Printed Name	Date
DocuSigned by: CHRISTOPHER F. ROBINSON 4121EF7DF47848E...	Christopher F. Robinson	01/15/2025
Signature of Authorized Representative	Printed Name	Date

Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

Print Form

Form 42-1761-1
07/2024

STATE OF IDAHO
WATER RESOURCE BOARD

Complete Attachment 2 if only a portion of the water right is offered to the Bank.
Only one water right per form.

ATTACHMENT 2

DESCRIPTION OF A WATER RIGHT PORTION OFFERED TO THE WATER SUPPLY BANK

1. Water Right Number	Nature of Use	Leased Rate (cfs)	Leased Volume (af)	Leased Acres (ac)
43-2585	Irrigation		20	n/a
				n/a
	Total Amounts:			

2. Source of water Six Mile Creek tributary to sinks

3. **Point(s) of diversion.** Locate the point of diversion within each 40-acre tract and/or the U.S. Government Lot of the Public Land Survey System. Spring sources should be described to the nearest 10-acre tract. Identify the county where the point of diversion is located.

TWP	RGE	SEC	GOVT LOT	¼	¼	¼	County	Source	Local name or tag #
15S	28E	15		SW	SE	NW	Cassia	Six Mile Creek	

4. Place of Use to be idled. Mark the idled place of use within each 40-acre tract in the appropriate box using the number of acres for irrigation, or the symbol listed below for other uses.

D - domestic, S - stockwater, M - municipal, C - commercial, I - industrial, X - other.

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

RECEIVED
Jan 15, 2025
DEPARTMENT OF
WATER RESOURCES

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS AND SHAREHOLDERS OF CONSTRUCTION, INC.

January 1, 2015

(Adoption of Restated Organizational Documents; Authorization for Officers)

THE UNDERSIGNED, being all of the members of the board of directors (the "Directors") of CONSTRUCTION, INC., a Utah corporation (the "Company"), together with the shareholders of the Corporation owning all of the issued and outstanding voting common stock of the Corporation (the "Shareholders"), do hereby take the following actions without a meeting, by consent of said Directors and Shareholders (this "Consent") as set forth in the following resolutions, as if taken by unanimous vote of the Directors and Shareholders at a Special Meeting of the Directors and Shareholders at which all of the Directors and Shareholders were present.

WHEREAS, the Shareholders and Directors have determined, after due investigation, that it is in the best interest of the Corporation and the Shareholders that the Corporation should adopt amended and restated Articles of Incorporation to update the Corporation's prior articles of incorporation and to conform with the current laws; and

WHEREAS, the Shareholders and Directors have determined, after due investigation, that it is in the best interest of the Corporation and the Shareholder that the Corporation should adopt amended and restated Bylaws to update the Corporation's prior Bylaws and to conform with the current laws; and

WHEREAS, the Shareholders and Directors have determined, after due investigation, that it is in the best interest of the Corporation and the Shareholder that the Corporation and the Shareholders should adopt and enter into a Shareholders' Agreement.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Adoption of Restated Organizational Documents

RESOLVED, the Shareholders and the Directors hereby approve the Amended and Restated Articles of Incorporation (the "Restated Articles"), attached hereto as Exhibit "A," and to authorize the appropriate officer or agent of the Corporation to execute and file the same with the Utah Divisions of Corporations and Commercial Code;

RESOLVED FURTHER, the Shareholders and the Directors hereby approve the Amended and Restated Bylaws (the "Restated Bylaws"), attached hereto as Exhibit "B";

RESOLVED FURTHER, the Shareholders and the Directors hereby approve the Shareholders' Agreement (the "Shareholders' Agreement"), attached hereto as Exhibit "C";

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RESOLVED FURTHER, that the appropriate officer or agent of the Corporation be, and said agent hereby is, authorized to execute the Restated Articles, the Restated Bylaws, and the Shareholders' Agreement on behalf of the Corporation, together with any reasonably related instrument thereto, and to file the same with the Idaho Secretary of State, if applicable;

RESOLVED FURTHER, that the following persons are hereby nominated and appointed as the Directors of the Corporation:

Name	Position
Christopher F. Robinson	Director
Alexander J. Robinson	Director
Victoria A. Robinson	Director

RESOLVED FURTHER, that the following persons are hereby nominated and appointed as the officers of the Corporation:

Name	Position
Christopher F. Robinson	President
Alexander J. Robinson	Vice-President
Victoria A. Robinson	Secretary

General Authorization

RESOLVED, that each of the officers of the Corporation is authorized to execute and deliver all documents and to do all other acts and things as in the judgment of any of them may be necessary or advisable to effectuate the foregoing resolutions.

The execution of this consent shall constitute a written waiver of any notice required by law or the Corporation's Bylaws. This Consent may be executed in counterparts or by facsimile, the sum of which shall constitute one original.

IN WITNESS WHEREOF, the directors and shareholders have executed this unanimous written consent as of this 1st day of January, 2015.

DIRECTORS:

Christopher F. Robinson

Alexander J. Robinson

Victoria A. Robinson

SHAREHOLDERS:

Christopher F. Robinson

Alexander J. Robinson

Victoria A. Robinson

EXHIBIT A
RESTATED ARTICLES OF INCORPORATIONS
(ATTACHED)

ARTICLES OF AMENDMENT
AND
RESTATEMENT
OF THE
ARTICLES OF INCORPORATION
OF

CONSTRUCTION, INC.

In accordance with Section 16-10a-1007 of the Utah Revised Business Corporation Act (the "Act"), CONSTRUCTION, INC., a Utah corporation (the "Corporation"), hereby declares, as of the 1st day of January, 2015 follows:

1. The name of the Corporation is CONSTRUCTION, INC., identified as Utah Entity Number: 569911-0142.

2. The text of the Amended and Restated Articles of Incorporation (the "Amended and Restated Articles") is attached hereto as Exhibit A and is incorporated herein by this reference.

3. The Amended and Restated Articles provide for the reclassification of authorized shares. Specifically, the Corporation shall be authorized to issue 150,000 shares of Common Stock. Currently, the Corporation has issued 16,400 shares of Common Stock, all of which are currently outstanding. The capital structure of the entity will not be changed by this instrument.

4. The Amended and Restated Articles were unanimously approved on the 1st day of January, 2015 by the unanimous consent of both the shareholders (the "Shareholders") and the members of the Board of Directors (the "Directors") of the Corporation in accordance with the provisions of the Act.

5. The designation, number of outstanding shares, number of votes entitled to be cast and the total number of votes cast for and against the Amended and Restated Articles by the Shareholders were as follows:

Designation and Number of Outstanding Shares	Number of Votes Entitled To Be Cast and Number of Votes Represented	For	Against
16,400 shares of common stock	16,400	16,400	0

The voting was unanimous, and the number of votes cast for the Amended and Restated Articles was sufficient for approval.

IN WITNESS WHEREOF, these Articles of Amendment and Restatement have been executed by the Corporation as of the date first written above.

CONSTRUCTION, INC., a Utah corporation

By: _____
Christopher F. Robinson, President

Attest:

_____
Victoria A. Robinson, Secretary

EXHIBIT A

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

(See attached)

JBB

4911-014 2

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF CONSTRUCTION, INC.

RECEIVED
MAR 24 2015
Utah Div. of Corp. & Comm. Code

THIS AMENDED AND RESTATED ARTICLES OF INCORPORATION OF CONSTRUCTION, INC., a Utah corporation, are made and executed on this 1st day of January, 2015, by the undersigned individuals.

ARTICLE I
NAME OF CORPORATION

The name of the Corporation shall be CONSTRUCTION, INC.

ARTICLE II
PURPOSE AND EXISTENCE

The Corporation shall have perpetual existence, and the nature of the business or purposes to be conducted or promoted by the Corporation is to transact any and all lawful business for which corporations may be organized under the Revised Business Corporation Act (the "Act").

ARTICLE III
REGISTERED OFFICE AND AGENT

The address of the initial registered office of the Corporation in the State of Utah is 925 West 100 North, Ste. F, North Salt Lake, Utah 84054. The name of its registered agent at such address is Christopher F. Robinson. The business office and mailing address of the corporation shall also be 925 West 100 North, Ste. F, North Salt Lake, Utah 84054.

ARTICLE IV
CAPITALIZATION

The total number of shares which this Corporation is authorized to issue is One Hundred Fifty Thousand (150,000) shares of common stock, no par value, which shall be the only class of shares of this Corporation.

ARTICLE V
BOARD OF DIRECTORS

Section 5.1 All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of its Board of Directors.

Date: 03/24/2015
Receipt Number: 5949395
Amount Paid: $37.00

Section 5.2 The number of directors constituting the Board of Directors shall be determined in the manner specified in the Bylaws. Initially, the Board of Directors shall constitute three (3) individuals, who shall each serve until his or her successor has been appointed, as follows:

NAME	ADDRESS
Victoria A. Robinson	P.O. Box 540478 North Salt Lake, Utah 84054-0478
Christopher F. Robinson	P.O. Box 540478 North Salt Lake, Utah 84054-0478
Alexander J. Robinson	P.O. Box 540478 North Salt Lake, Utah 84054-0478

ARTICLE VI
PREEMPTIVE RIGHTS

The Corporation and Shareholders have adopted that certain Shareholders' Agreement, dated effective as of January 1, 2015, as amended from time-to-time (the "Shareholders' Agreement"). Pursuant to the terms of the Shareholders' Agreement, the shares that are issued by the Corporation shall be subject to certain transfer restrictions and limitations. Additionally, the Shareholders shall have the preemptive right to purchase, subscribe for or otherwise acquire any securities of the Corporation or of any class or kind, now or hereafter acquired, upon terms and conditions set forth by a vote of three-quarters of the Board of Directors.

ARTICLE VII
CUMULATIVE VOTING

Cumulative voting of shares of stock in this Corporation shall be allowed.

ARTICLE VIII
AMENDMENT OF BYLAWS

The affirmative vote of the Shareholders owning three-fourths of the outstanding stock of the Corporation is required to make, adopt, amend, alter or repeal the Bylaws of the Corporation.

ARTICLE IX
AMENDMENT OF ARTICLES

The affirmative vote of the Shareholders owning three-fourths of the outstanding stock of the Corporation is required to amend or repeal any of the provisions contained in these Articles of Incorporation.

ARTICLE X
LIMITATION ON LIABILITY

Within the meaning of and in accordance with Section 16-10a-841 of the Act, the following provisions shall apply with respect to the limitations on liability of directors and officers of the Corporation:

10.1(a) Personal Liability. No director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for any action taken or any failure to take any action as a director, except liability for (i) the amount of a financial benefit received by a director to which the director is not entitled, (ii) an intentional infliction of harm on the Corporation or its shareholders, (iii) a violation of Section 16-10a-842 of the Act, or (iv) an intentional violation of criminal law.

10.1(b) Modification. Any repeal or modification of this Article X by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

10.1(c) Interpretation. Without limitation, this Article X shall be applied and interpreted, and shall be deemed to incorporate, any provision of the Act, as the same exists or may hereafter be amended, as well as any applicable interpretation of Utah law, so that personal liability of directors of the Corporation to the Corporation or its shareholders, or to any third person, shall be eliminated or limited to the fullest extent as from time to time permitted by Utah law.

ARTICLE XI
INDEMNIFICATION

Each person who is or was or had agreed to become a director, officer, employee or agent of the Corporation (including the heirs, executors, administrators or estate of such person), shall be indemnified by the Corporation to the full extent permitted by the Act or any other applicable laws presently or hereafter in effect. Without limiting the generality or effect of the foregoing, the Corporation may enter into one or more agreements with any person which provide for indemnification greater or different than that provided in this Article XI. No amendment to or repeal of this Article XI shall apply to or have any effect on the right to indemnification permitted or authorized hereunder for or with respect to any acts or omissions of such director, officer, employee or agent occurring prior to the effective date of such amendment or repeal.

ARTICLE XII.
AMENDED AND RESTATED ARTICLES

These Amended and Restated Articles of Incorporation supersede, replace, and restate in their entirety the original Articles of Incorporation of the Corporation and any subsequent amendments thereto. Any reference herein to Articles of Incorporation will be deemed a reference to these Amended and Restated Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation effective as of this 1st day of January, 2015.

Christopher F. Robinson, President

ATTESTED BY:

Victoria A. Robinson, Secretary

EXHIBIT B
RESTATED BYLAWS
(ATTACHED)

AMENDED AND RESTATED

BYLAWS

OF

CONSTRUCTION, INC.

A Utah corporation

Date of Adoption: Effective as of January 1, 2015

AMENDED AND RESTATED BYLAWS

OF

CONSTRUCTION, INC.

ARTICLE I
OFFICES

Section 1.1 **Registered Office.** The initial registered office and registered agent of the corporation shall be as set forth in the Articles of Incorporation. The identity and address of the registered office may be changed from time to time by the Board of Directors or the President of the corporation.

Section 1.2 **Principal Office; Other Offices.** The corporation may also have and maintain an office or principal place of business at such other place as may be fixed by the Board of Directors, and may also have offices at such other places, both within and without the State of Utah, as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
CORPORATE SEAL; PURPOSES AND POWERS

Section 2.1 **Corporate Seal.** The Board of Directors have elected not to adopt a corporate seal at this time. In the future, the Board of Directors may adopt a corporate seal having inscribed thereon the name of the corporation, the year of its organization and the words "*Corporate Seal, Utah.*" The corporate seal may be altered at will by the Board of Directors. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

Section 2.2 **Purposes and Powers**. The Corporation is organized to own, manage, and operate a construction company and to engage in any and all lawful acts, activities, and/or pursuits for which corporations may presently or hereafter be organized under the Utah Revised Business Corporation Act (the "URBCA"). The Corporation shall have all powers allowed by law, including without limitation those powers described in Section 16-10a-302 of the URBCA. The purposes stated herein shall be construed as powers as well as purposes, and the matters expressed in any clause shall not be limited by reference to or inference from the terms of any other, but shall be regarded as independent purposes and powers; and the enumeration of specific purposes and powers shall not be construed to limit or restrict the meaning of general terms of the general powers; nor shall the expression of one thing be deemed to exclude another not expressed, although it be of like nature.

ARTICLE III
MEETINGS OF SHAREHOLDERS

Section 3.1 **Place of Meetings.** The Board of Directors may designate any place, either within or without the State of Utah, as the place of meeting for any annual meeting or for any special meeting of shareholders called by or at the direction of the Board of Directors. A waiver of notice signed

by all shareholders entitled to vote at a meeting may designate any place, either within or without the State of Utah, as the place for the holding of such meeting. If no place is designated by the Board of Directors or if a special meeting be called otherwise than by or at the direction of the Board of Directors, the place of meeting shall be the principal office of the corporation.

Section 3.2 **Annual Meetings.** The annual meeting of the shareholders of the corporation shall be held at such time and location as may from time to time be designated by the Board of Directors, for the purpose of election of directors and for the transaction of such other business as may properly come before the meeting. The failure to hold an annual meeting at the time stated or otherwise designated as provided herein shall not affect the validity of any corporate action.

Section 3.3 **Special Meetings.** Special meetings of the shareholders of the corporation may be called at any time, for any purpose or purposes, by the Board of Directors or the President of the corporation or by the holders of at least sixty percent (60%) of the votes entitled to be cast on any issue proposed to be considered at the meeting (provided that such holders sign, date and deliver to the corporation's secretary one or more written demands for the meeting describing the purpose(s) for which it is to be held).

Section 3.4 **Notice of Meetings.** The corporation shall notify shareholders of the date, time and place of each annual and special shareholders' meeting and, in case of a special meeting, a description of the purpose or purposes for which the meeting is called, no fewer than ten (10) nor more than sixty (60) days before the meeting date. Only business within the purpose(s) described in the special meeting notice may be conducted at such special meeting.

Section 3.5 **Waiver of Notice.** Notice of any meeting of shareholders may be waived in writing, signed by the person entitled to notice thereof and delivered to the corporation for inclusion in the corporate minutes or filing with the corporate records, either before or after the date and time stated in the notice, and, absent objection made in accordance with the URBCA, will be waived by any shareholder by his attendance in person or by proxy. Any shareholder so waiving notice of such meeting shall be bound by the proceedings of any such meeting in all respects as if due notice hereof had been given.

Section 3.6 **Quorum.** Unless the URBCA or the Articles of Incorporation impose a greater requirement, a majority of the votes, represented in person or by proxy, entitled to be cast on a matter shall constitute a quorum of that voting group for action on that matter. Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and any adjournment thereof unless a new record date is or must be set for that adjourned meeting.

Section 3.7 **Adjournment and Notice of Adjourned Meetings.** Any meeting of shareholders at which a quorum is present, whether annual or special, may be adjourned from time to time by the vote of a majority of the votes entitled to be cast at the meeting. If an annual or special shareholders' meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before adjournment. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting.

Section 3.8 **Proxies.** At all meetings of shareholders, a shareholder may vote either in person or by proxy. A shareholder may appoint a proxy to vote or otherwise act for him by signing an appointment form, either personally or by his attorney-in-fact. An appointment of proxy is effective upon receipt, before or at the time of the meeting, by the secretary of the corporation or other officer or agent authorized to tabulate votes.

Section 3.9 **Voting Rights.** Only shares are entitled to vote. Except as otherwise provided by law, only persons in whose names shares stand on the stock records of the corporation on the record date, as provided in *Sections 3.11* and *7.4* of these Bylaws, shall be entitled to vote on any matter. Unless the Articles of Incorporation provide otherwise, each outstanding share, regardless of class, is entitled to one (1) vote on each matter voted on at a shareholders' meeting. If a quorum exists, action on a matter, other than the election of directors, is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation or the URBCA require a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, directors are elected by a majority of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present.

Section 3.10 **Corporation's Acceptance of Votes.**

(a) If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a shareholder, the corporation if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the shareholder.

(b) If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the name of its shareholder, the corporation if acting in good faith is nevertheless entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the shareholder if so entitled by provisions of the URBCA.

(c) The corporation is entitled to reject a vote, consent, waiver, or proxy appointment if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the shareholder.

(d) The corporation is not entitled to vote treasury shares.

Section 3.11 **List of Shareholders.** After fixing a record date for a meeting, the corporation shall prepare an alphabetical list of the names of all its shareholders who are entitled to notice of such meeting. The shareholders' list must show the address and number of shares registered in the name of each shareholder and be available for inspection by any shareholder, at least ten (10) days before the meeting for which the list was prepared and continuing through the meeting, at the corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. A shareholder, his agent, or attorney is entitled on written demand to inspect and, subject to the requirements of Section 16-10a-1602(3) of the URBCA, to copy the list, during regular business hours and at his expense, during the period it is available for inspection. The corporation shall make the shareholders' list available at the meeting; and any shareholder, his agent, or attorney is entitled to inspect the list at any time during the meeting or any adjournment. Refusal or failure to prepare or make available the shareholders list does not affect the validity of action taken at the meeting.

Section 3.12 **Conduct of Meeting.** At every meeting of shareholders, the Chairman of the Board of Directors, or, if a Chairman has not been appointed or is absent, the President, or, if the President is absent, the most senior Vice President present, or in the absence of any such officer, a chairman of the meeting chosen by a majority in interest of the shareholders entitled to vote, present in person or by proxy, shall act as chairman. The Secretary or, in his or her absence, an assistant secretary directed to do so by the President, shall act as secretary of the meeting.

Section 3.13 **Action Without Meeting.** Action required or permitted by URBCA to be taken at a shareholders' meeting may be taken without a meeting if the action is taken by all the shareholders entitled to vote on the action. The action must be evidenced by one (1) or more written consents describing the action taken, signed by all the shareholders entitled to vote on the action, and delivered to the corporation for inclusion in the minutes or filing with the corporate records. A consent signed under this *Section 3.13* has the effect of a meeting vote and may be described as such in any document.

ARTICLE IV
DIRECTORS

Section 4.1 **Powers.** All corporate powers shall be exercised by and under the authority, and the business and affairs of the corporation shall be managed under the direction, of the Board of Directors, subject to any limitations set forth in the Articles of Incorporation or any shareholder agreement authorized under the URBCA.

Section 4.2 **Variable Range-Size Board; Qualifications.** The number of directors shall be a variable range, with the minimum and maximum number of directors as set forth in the Articles of Incorporation. Except as provided hereinbelow, the number of directors within such range shall be determined from time to time by resolution of the directors. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director. A director need not be a resident of the State of Utah or a shareholder of the corporation unless so required by the Articles of Incorporation. If for any cause the directors shall not have been elected at an annual meeting, they may be elected as soon thereafter as convenient at a special meeting of the shareholders called for that purpose in the manner provided by law or in these Bylaws.

Section 4.3 **Term.** The terms of the initial directors shall expire at the first shareholders meeting at which directors are elected. Directors are elected at the first annual meeting of shareholders and at each annual meeting thereafter. Each director shall serve until the next annual meeting of shareholders and thereafter, despite the expiration of his term, until his or her successor is duly elected and qualifies, or until there is a decrease in the number of directors, or until his or her earlier death, resignation or removal.

Section 4.4 **Resignation.** A director may resign at any time by delivering written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect at the time specified in the notice or, if no time is specified, at the time of its receipt by either the Board of Directors, the President or the Secretary. The acceptance of a resignation shall not be necessary to make it effective unless expressly so provided in the resignation. A director who resigns may deliver a statement of his resignation pursuant to Section 16-10a-1608 of the URBCA to the Division for filing.

Section 4.5 **Removal.** The shareholders may remove, by majority vote, one (1) or more directors with or without cause unless the Articles of Incorporation provide that directors may be removed only for cause. If cumulative voting is authorized, a director may not be removed if the number of votes sufficient to elect such director under cumulative voting is voted against his removal. If cumulative voting is not authorized, a director may be removed only if the number of votes cast to remove such director exceeds the number of votes cast not to remove him or her. A director may be removed by the shareholders only at a meeting called for the purpose of removing such director; and the meeting notice must state that the purposes, or one of the purposes, of the meeting is removal of the director.

Section 4.6 **Newly Created Directorships and Vacancies.** Unless the Articles of Incorporation provide otherwise, newly created directorships resulting from any increase in the number of directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other cause may be filled by the affirmative vote of a majority of the remaining directors then in office even if they constitute fewer than a quorum of the authorized Board of Directors, or may be filled by the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 4.7 **Meetings.**

(a) **Annual Meetings.** The annual meeting of the Board of Directors shall be held immediately after the annual meeting of shareholders and at the place where such meeting is held. No notice of an annual meeting of the Board of Directors shall be necessary; and such meeting shall be held for the purpose of electing officers and transacting such other business as may lawfully come before it.

(b) **Place of Meetings.** Regular and special meetings of the Board of Directors, or of any committee designated by the Board, may be held at any place within or without the State of Utah.

(c) **Telephonic Meetings.** Unless the Articles of Incorporation provide otherwise, any member of the Board of Directors, or of any committee thereof, may participate in a regular or special meeting by, or conduct the meeting through the uses of, any means of conference telephone or similar communications equipment by which all directors participating in the meeting may simultaneously hear

each other during the meeting. A director participating in a meeting by such means is deemed to be present in person at such meeting.

(d) Notice of Meetings. Notice of the date, time and place of any regular or special meeting of the Board of Directors shall be delivered at least two (2) days prior to the meeting; provided, that the Board of Directors may provide, by resolution, the date, time and place, either within or without the State of Utah, for the holding of regular meetings without notice other than such resolution. Neither the business to be transacted at, nor the purpose(s) of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

(e) Waiver of Notice. A director may waive any notice required by the URBCA, the Articles of Incorporation or these Bylaws at any time before or after the date and time stated in the notice. Except as otherwise provided below in this *Section 4.7(e)*, such waiver must be signed by the director and filed with the minutes or corporate records. The attendance of a director at or participation in a meeting shall constitute a waiver of notice of such meeting unless the director, at the beginning of the meeting, or promptly upon his arrival, objects to holding the meeting or transacting any business at the meeting and does not thereafter vote for or assent to any action taken at the meeting.

Section 4.8 Quorum and Voting.

(a) Quorum. Unless the Articles of Incorporation or these Bylaws require a greater number or unless otherwise specifically provided by the URBCA, a quorum of the Board of Directors consists of (i) a majority of the fixed number of directors if the corporation has a fixed board size or (ii) a majority of the number of directors prescribed, or if no number is prescribed the number in office immediately before the meeting begins, if the corporation has a variable-range size board.

(b) Majority Vote. If a quorum is present when a vote is taken, the affirmative vote of the majority of the directors present shall be the act of the Board of Directors, unless the Articles of Incorporation or these Bylaws require the vote of a greater number of directors.

(c) Deemed Assent. A director of the corporation who is present at a meeting of the Board of Directors (or any committee thereof) at which action on any corporate matter is taken is deemed to have assented to the action taken unless: the director objects at the beginning of the meeting, or promptly upon his arrival, to holding it or transacting business at the meeting; his dissent or abstention from the action taken is entered in the minutes of the meeting; or the director delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after the adjournment of the meeting. Such right to dissent is not available to a director who voted in favor of the action taken.

Section 4.9 Action Without a Meeting. Unless otherwise provided by the Articles of Incorporation, any action required or permitted by the URBCA to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if the action is taken by all members of the Board. The action must be evidenced by one or more written consents describing the action taken, signed by each member of the Board of Directors or of the committee, as the case may be, and included in the minutes or filed with the corporate records reflecting the action taken.

Section 4.10 **Fees and Compensation.** Unless otherwise restricted by the Articles of Incorporation or these Bylaws, the Board of Directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Section 4.11 **General Standards for Directors.** A director shall discharge his or her duties as director, including his or her duties as a member of any committee of the Board of Directors on which such director may serve, in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the director reasonably believes to be in the best interests of the corporation. In discharging his or her duties, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by:

(a) One (1) or more officers or employees of the corporation whom the director reasonably believes to be reliable and competent in the matters presented;

(b) Legal counsel, public accountants or other persons as to matters the director reasonably believes are within such person's professional or expert competence; or

(c) A committee of the Board of which the director is not a member if the director reasonably believes the committee merits confidence.

A director is not acting in good faith if he has knowledge concerning the matter in question that makes such reliance otherwise permitted by this *Section 4.11* unwarranted.

Section 4.12 **Committees.**

(a) Unless the Articles of Incorporation provide otherwise, the Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee must have two or more members, each of whom shall serve at the pleasure of the Board of Directors.

(b) The creation of, delegation of authority to, or action by a committee does not alone constitute compliance of a director with the standards of conduct described in the URBCA or *Section 4.11* of these Bylaws.

ARTICLE V
DIRECTOR CONFLICTS OF INTEREST

Section 5.1 **Permissible Transactions.** The corporation may enter into a director's conflict of interest transaction (as defined in Section 16-10a-850 the URBCA) if either directors' action or shareholders' action respecting the transaction is taken at any time in compliance with *Sections 5.2* or *5.3*, respectively.

Section 5.2 Directors' Action.

(a) For purposes of *Section 5.1*, directors' action respecting a transaction is effective if the transaction received the affirmative vote of a majority, but no fewer than two (2), of those qualified directors on the Board of Directors or on a duly empowered committee of the Board who voted on the transaction after either required disclosure to them, to the extent the information was not known by them, or compliance with subsection (2) of this Section; provided that action by a committee is so effective only if: (i) all its members are qualified directors; and (ii) its members are either all the qualified directors on the Board or are appointed by the affirmative vote of a majority of the qualified directors on the Board.

(b) If a director has a conflicting interest respecting a transaction, but neither he nor a related person of the director is a party to the transaction, and if the director has a duty under law or professional canon, or a duty of confidentiality to another person, respecting information relating to the transaction such that the director may not make the disclosure required by the URBCA, then disclosure is sufficient for purposes of subsection (b) of this *Section 5.2* if the director:

(i) Discloses to the directors voting on the transaction on the existence and nature of his conflicting interest and informs them of the character and limitations imposed by that duty before their vote on the transaction, and

(ii) Plays no part, directly or indirectly, in their deliberations or vote.

(b) A majority, but no fewer than two (2), of all the qualified directors on the Board of Directors, or on the committee, constitutes a quorum for purposes of action that complies with this Section. Directors' action that otherwise complies with this *Section 5.2* is not affected by the presence or vote of a director who is not a qualified director.

(c) For purposes of this *Section 5.2*, "***qualified director***" means, with respect to a director's conflicting interest transaction, any director who does not have either: (i) a conflicting interest respecting the transaction; or (ii) a familial, financial, professional, or employment relationship with a second director who does have a conflicting interest respecting the transaction, which relationship would, in the circumstances, reasonably be expected to exert an influence on the first director's judgment when voting on the transaction.

Section 5.3 Shareholders' Action.

(a) For purposes of *Section 5.1*, shareholders' action respecting a transaction is effective if a majority of the votes entitled to be cast by the holders of all qualified shares were cast in favor of the transaction after:

(i) Notice to shareholders describing the director's conflicting interest transaction,

(ii) Provision of the information referenced in subsection (d) of this *Section 5.3*, and

(iii) Required disclosure to the shareholders who voted on the transaction, to the extent the information was not known by them.

(b) For purposes of this *Section 5.3*, "***qualified shares***" means any shares entitled to vote with respect to the director's conflicting interest transaction except shares that, to the knowledge, before the vote, of the secretary, or other officer or agent of the corporation authorized to tabulate votes, are beneficially owned, or the voting of which is controlled, by a director who has a conflicting interest respecting the transaction or by a related person of the director or both.

(c) A majority of the votes entitled to be cast by the holders of all qualified shares constitutes a quorum for purposes of action that complies with this *Section 5.3*. Subject to the provisions of subsection (d) of this Section, shareholders' action that otherwise complies with this Section is not affected by the presence of holders, or the voting, of shares that are not qualified shares.

(d) For purposes of compliance with subsection (a) of this *Section 5.3*, a director who has a conflicting interest respecting the transaction shall, before the shareholders' vote, inform the Secretary, or other officer or agent of the corporation authorized to tabulate votes, of the number, and the identity of persons holding or controlling the vote, of all shares that the director knows are beneficially owned, or the voting of which is controlled, by the director or by a related person of the director or both.

ARTICLE VI
OFFICERS

Section 6.1 Officers Designated. The officers of the corporation consist of a President and a Secretary and such other officers who may be appointed from time to time by the Board of Directors. The Board of Directors or the President may appoint such other officers or assistant officers as may be deemed necessary or desirable. The same individual may simultaneously hold more than one office.

Section 6.2 Tenure and Duties of Officers.

(a) Term of Office. Each officer shall hold office at the pleasure of the Board of Directors or until death, resignation or removal. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

(b) The President. The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. If so authorized by the Board of Directors, the President may appoint such other officers or assistant officers as he or she deems appropriate to the conduct of the corporation's business. The President shall, when present, preside at all meetings of the shareholders and of the Board of Directors. The President may sign, with the Secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general the President shall perform all duties

commonly incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time.

(c) The Vice President. In the absence of the President or in the event of his or her removal, resignation, death, or inability or refusal to act, the Vice President (or in the event there is more than one vice president, the vice presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any vice President may sign, with the Secretary or an assistant secretary, certificates for shares of the corporation; and the Vice President shall perform other duties commonly incident to the office of vice president and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

(d) The Secretary. The Secretary shall: (i) attend all meetings and keep the minutes of the meetings and other proceedings of the shareholders and of the Board of Directors in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (iii) be custodian of and responsible for authentication of the corporate records, and be custodian of the seal of the corporation and see that seal of the corporation is affixed to all documents the execution of which on behalf of the corporation under its seal is duly authorized; (iv) keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder; (v) sign, with the President, or a vice president, certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (vi) have general charge of the stock transfer books of the corporation; and (vii) in general perform all duties commonly incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

(e) The Treasurer and/or Chief Financial Officer. The Treasurer and/or chief financial officer shall: (i) have charge and custody of and be responsible for all funds and securities of the corporation; (ii) receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of *Article VI* of these Bylaws; and (iii) in general perform all of the duties commonly incident to the office of treasurer and/or chief financial officer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

(f) Assistant Secretaries and Assistant Treasurers. The assistant secretaries, when authorized by the Board of Directors, may sign with the President or a vice president certificates for shares of the corporation the issuance of which shall have been authorized by a resolution of the Board of Directors. The assistant treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The assistant secretaries and treasurers, in general, shall perform such duties as shall be assigned to them by the Secretary or the Treasurer, or by the President or the Board of Directors.

Section 6.3 **Resignations.** Any officer may resign at any time by delivering written notice to the corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date, in which event the resignation shall become effective at such later time. Unless otherwise specified in such notice, the acceptance of any such resignation shall not be necessary to make it effective.

Section 6.4 **Removal.** The Board of Directors may remove any officer at any time without or without cause.

Section 6.5 **Contract Rights.** An officer's removal does not affect the officer's contract rights, if any, with the corporation. An officer's resignation does not affect the corporation's contracts, if any, with the officer.

Section 6.6 **Compensation.** The compensation of the officers shall be fixed from time to time by the Board of Directors. No officer shall be prevented from receiving such compensation by reason of the fact that such officer is also a director of the corporation.

Section 6.7 **Standards of Conduct.**

(a) An officer with discretionary authority shall discharge his or her duties under that authority: (i) in good faith; (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (iii) in a manner he or she reasonably believes to be in the best interests of the corporation.

(b) In discharging his or her duties, an officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (i) one or more officers or employees of the corporation whom the officer reasonably believes to be reliable and competent in the matters presented; or (ii) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

(c) An officer is not acting in good faith if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted by subsection (b) of this *Section 6.7* unwarranted.

ARTICLE VII
SHARES OF STOCK AND OTHER SECURITIES

Section 7.1 **Form and Execution of Certificates.** Certificates representing shares of the corporation shall be in such form as shall be determined by the Board of Directors. At a minimum each share certificate must state on its face: (a) the name of the corporation and that it is organized under the law of the State of Utah; (b) the name of the person to whom the certificate is issued; and (c) the number and class of shares and the designation of the series, if any, the certificate represents. If the corporation is authorized to issue different classes of shares or different series within a class, the designations, relative rights, preferences, and limitations determined for each series, and the authority of the Board of Directors to determine variations for future series, must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the corporation will furnish the shareholder this information on request in writing and without charge. Share certificates shall be signed by the President or a vice president and by the Secretary or an assistant secretary and may be sealed with the corporate seal or a facsimile thereof. The signatures of such any officer upon a share certificate may be a facsimile. If the person who signed, either manually or in facsimile, a share certificate no longer holds office when the certificate is issued, the certificate is nevertheless valid.

Section 7.2 **Lost Certificates.** The corporation may issue a new share certificate in place of any certificate therctofore issued by the corporation alleged to have been lost, stolen, destroyed or mutilated; and the corporation may require the owner of such lost, stolen destroyed or mutilated certificate, or his or her legal representative, to give the corporation a bond sufficient to indemnify it against any claim that may be made against the corporation on account of the alleged loss, theft, destruction or mutilation of any such certificate or the issuance of such new certificate.

Section 7.3 **Transfers.** Each share certificate shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be canceled; and, except as provided in *Section 7.2* or as authorized by the Board of Directors, no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled. Transfer of record of shares of stock of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by his or her legal representative, who shall furnish proper evidence of authority to transfer, or by his or her attorney thereunto authorized by power of attorney duly executed and filed with the secretary of the corporation, and (except as provided in *Section 7.2*) on surrender for cancellation of a properly endorsed certificate or certificates for a like number of shares.

Section 7.4 **Fixing Record Dates.** In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or to receive payment of any dividend or other distribution or allotment of any rights or to exercise any rights in respect of any change, conversion or exchange of stock, or to demand a special meeting, or to take any other action, the Board of Directors may fix a future date as a record date. A record date may not be more than seventy (70) days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting,

unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

Section 7.5 **Issuance, Transfer and Registration of Shares.**

(a) The Board of Directors may authorize shares to be issued for consideration consisting of any tangible or intangible property, including cash, promissory notes, services performed or other securities of the corporation.

(b) Before the corporation issues shares, the Board of Directors must determine that the consideration received or to be received for shares to be issued is adequate.

(c) The corporation may place in escrow shares issued for a promissory note, or make other arrangements to restrict the transfer of the shares, and may credit distributions in respect of the shares against their purchase price, until the note is paid. If the note is not paid, the shares escrowed or restricted and the distributions credited may be canceled in whole or part.

(d) The Board of Directors may make such rules and regulations, not inconsistent with law or with these Bylaws, as it may deem advisable concerning the issuance, transfer and registration of certificates for shares of stock of the corporation. The Board of Directors may appoint a transfer agent or registrar of transfers, or both, and may require all certificates for shares of the corporation to bear the signature of either or both.

Section 7.6 **Registered Shareholders.** The corporation shall be entitled to recognize the exclusive right of a person duly registered in its books as the owner of its shares to receive dividends and to vote as such owner, to receive notice, and for all other purposes incident to ownership of such shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person whether or not it shall have express or other notice thereof, except as otherwise provided by Utah law.

ARTICLE VIII
EXECUTION OF CORPORATE INSTRUMENTS AND VOTING OF SECURITIES OWNED BY THE CORPORATION

Section 8.1 **Execution of Corporate Instruments.** The Board of Directors may, in its discretion, determine the method and designate the signatory officer or officers, or other person or persons, to execute on behalf of the corporation any corporate instrument or document, or to sign the corporation's name on behalf of the corporation, or to enter into contracts on behalf of the corporation, except where otherwise provided by law or these Bylaws; and such execution or signature shall be binding upon the corporation. Authorization granted to any person hereunder may be general or confined to specific instances.

Section 8.2 **Loans.** No loan shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the Board of Directors. Such authorization may be general or confined to specific instances.

Section 8.3 **Deposits and Checks.** All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies, securities brokerage firms or other depositories as the Board of Directors may select. All checks and drafts drawn on banks or other depositories on funds to the credit of the corporation or in special accounts of the corporation shall be signed by such person or persons as the Board of Directors shall authorize to do so. Such authorization may be general or confined to specific instances.

Section 8.4 **Voting of Securities Owned by the Corporation.** All stock and other securities of other corporations owned or held by the corporation for itself, or for other parties in any capacity, shall be voted, and all proxies with respect thereto shall be executed, by the person authorized to do so by resolution of the Board of Directors, or, in the absence of such authorization, by the President or any Vice President.

ARTICLE IX
DIVIDENDS

Section 9.1 **Declaration and Payment of Dividends.** Dividends upon the capital stock of the corporation, subject to restriction by the Articles of Incorporation and the limitations in Section 16-10a-640 of the URBCA, may be declared by the Board of Directors pursuant to law at any regular or special meeting. Dividends may be paid by the corporation in cash, property or, subject to restriction by the Articles of Incorporation and the URBCA, in shares of its stock.

ARTICLE X
INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 10.1. Limitation of Liability of Directors. Directors shall not be liable to the Corporation or its shareholders for monetary damages for any action taken or any failure to take any action, as a director, except liability for:

(a) the amount of a financial benefit received by a director to which he is not entitled;

(b) an intentional infliction of harm on the Corporation or its shareholders;

(c) a violation of Section 16-10a-842 of the Utah Revised Business Corporation Act;

(d) an intentional violation of criminal law.

Section 10.2. Indemnification of Directors. Unless otherwise provided in the Articles of Incorporation, the Corporation may indemnify any individual made a party to a proceeding because the individual is or was a director of the Corporation against liability incurred in the proceeding. Provided, however, the Corporation shall only indemnify an individual if it has authorized the indemnification in accordance with Section 16-10a-906(4) of the Utah Revised Business Corporation Act and a determination has been made in accordance with the procedures set forth in Section 16-10a-906(2) of the

Utah Revised Business Corporation Act that indemnification is in accordance with the following requirements:

(a) Standard of Conduct. The Corporation shall determine that:

(1) The individual's conduct was in good faith;

(2) the individual reasonably believed that his or her conduct was in, or not opposed to, the Corporation's best interests; and

(3) in the case of any criminal proceeding, the individual had no reasonable cause to believe that his or her conduct was unlawful.

(b) No Indemnification in Certain Circumstances. The Corporation shall not indemnify an individual under this Section 10.2:

(1) In connection with a proceeding by or in the right of the Corporation in which the individual was adjudged liable to the Corporation; or

(2) In connection with any other proceeding charging that the individual derived an improper personal benefit, whether or not involving action in the individual's official capacity, in which proceeding he or she was adjudged liable on the basis that he or she derived an improper personal benefit.

(c) Indemnification in Derivative Actions Limited. Indemnification permitted under this Section 10.2 in connection with a proceeding by or in the right of the Corporation is limited to reasonable expenses incurred in connection with the proceeding.

Section 10.3. Advance Payment of Expenses. Unless otherwise provided in the Articles of Incorporation, the Corporation may pay for or reimburse in advance of final disposition of any proceeding the reasonable expenses incurred by an individual who is a party to a proceeding because he or she is or was a director of the Corporation if (i) in accordance with the procedures and standards set forth in Section 16-10a-906(4) of the Utah Revised Business Corporation Act, an authorization of payment is made, and (ii) in accordance with the procedures of Section 16-10a-906(2) of the Utah Revised Business Corporation Act, a determination is made that the following has occurred:

(a) Written Affirmation. The individual has furnished to the Corporation a written affirmation of the individual's good faith belief that the individual has met the standard of conduct described in Section 10.2 of these Bylaws.

(b) Written Undertaking. The individual has furnished to the Corporation a written undertaking, executed personally or on the individual's behalf, to repay the advance if it is ultimately determined that the individual did not meet the standard of conduct (which undertaking must be an unlimited general obligation of the individual but need not be secured and may be accepted without reference to financial ability to make repayment).

(c) Factual Determination. A determination has been made that the facts then known to those making the determination would not preclude indemnification under Section 6.2 of these Bylaws or Part 9 of the Utah Revised Business Corporation Act. (16-10a-904)

Section 10.4. Indemnification of Officers, Employees, Fiduciaries, and Agents. Unless otherwise provided in the Articles of Incorporation, the Corporation shall indemnify and advance expenses to any individual made a party to a proceeding because the individual is or was an officer, employee, fiduciary, or agent of the Corporation to the same extent as to an individual made a party to a proceeding because the individual is or was a director of the Corporation, or to a greater extent, if not inconsistent with public policy, if provided for by general or specific action of the Board of Directors.

Section 10.5. Insurance. The Corporation may purchase and maintain liability insurance on behalf of a person who is or was a director, officer, employee, fiduciary, or agent of the Corporation, or who, while serving as a director, officer, employee, fiduciary, or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary, or agent of another foreign or domestic corporation or other person, or of an employee benefit plan, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, fiduciary, or agent, whether or not the Corporation would have power to indemnify him or her against the same liability under Sections 16-10a-902, 16-10a-903, or 16-10a-907 of the Utah Revised Business Corporation Act. Insurance may be procured from any insurance company designated by the Board of Directors, whether the insurance company is formed under the laws of the State of Utah or any other jurisdiction of the United States or elsewhere, including any insurance company in which the Corporation has an equity or any other interest through stock ownership or otherwise.

Section 10.6 Amendments. Any repeal or modification of this *Article X* shall only be prospective and shall not affect the rights under this *Article X* in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any proceeding against any director or officer.

Section 10.7 Saving Clause. If this *Article X* of these Bylaws or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify each director and may nevertheless indemnify each officer to the full extent permitted by any applicable portion of this *Article X* that shall not have been invalidated, or by any other applicable law.

ARTICLE XI
NOTICES

Section 11.1 Methods of Notice. Any notice under the URBCA or these Bylaws must be in writing unless oral notice is reasonable under circumstances. Notice by electronic transmission is written notice.

Section 11.2 Notice to Corporation. Written notice to the corporation may be addressed to its registered agent at its registered office or to the corporation or its Secretary at its principal office shown in its most recent annual report filed with the Utah Secretary of State, Divisions of Corporations and Commercial Code.

ARTICLE XII
RECORDS AND REPORTS

Section 12.1 **Corporate Records.**

(a) The corporation shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the corporation.

(b) The corporation shall maintain appropriate accounting records.

(c) The corporation or its agent shall maintain a record of its shareholders, in a form that permits preparation of a list of the names and addresses of all shareholders, in alphabetical order by class of shares showing the number and class of shares held by each.

Section 12.2 **Inspection of Records by Shareholders.** In addition to the rights of a shareholder under *Section 3.11* of these Bylaws:

(a) A shareholder of the corporation is entitled to inspect and copy, during regular business hours at the corporation's principal office, any of the records of the corporation described in *Section 12.1*, if he or she gives the corporation written notice of his demand at least five (5) business days before the date on which he or she wishes to inspect and copy.

(b) A shareholder of the corporation is entitled to inspect and copy, during regular business hours at a reasonable location specified by the corporation, any of the following records of the corporation if the shareholder meets the requirements of subsection (3) of this *Section 12.2* and gives the corporation written notice of his demand at least five (5) days before the date on which he or she wishes to inspect and copy:

(i) Excerpts from minutes of any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the corporation, minutes of any meeting of the shareholders, and records of action taken by the shareholders or Board of Directors without a meeting, to the extent not subject to inspection under *Section 12.1*;

(ii) Accounting records of the corporation; and

(iii) The record of shareholders.

(c) A shareholder may inspect and copy the records described in subsection (2) of this *Section 12.2* only if:

(i) He or she has been a holder of record of shares or of voting trust certificates for at least six (6) months immediately preceding his or her demand or shall be the holder of record of,

or the holder of record of voting trust certificates for, at least five percent (5%) of all the outstanding shares of the corporation;

(ii) His or her demand is made in good faith and for a proper purpose;

(iii) He or she describes with reasonable particularity his purpose and the records he or she desires to inspect; and

(iv) The records are directly connected with his purpose.

(d) For purposes of this *Section 12.2*, "***shareholder***" includes a beneficial owner whose shares are held in a voting trust or by a nominee on his or her behalf.

Section 12.3 Financial Statements to Shareholders.

(a) The corporation upon written shareholder request shall furnish its shareholders annual financial statements or, if annual financial statements are not available, other appropriate accounting records, which may be consolidated or combined statements of the corporation and one or more of its subsidiaries, as appropriate, that include a balance sheet as of the end of the fiscal year, an income statement for that year, and a statement of changes in shareholders' equity for the year unless that information appears elsewhere in the financial statements. If financial statements are prepared for the corporation on the basis of generally accepted accounting principles, the annual financial statements must also be prepared on that basis.

(b) If any financial statements furnished pursuant to subsection (1) of this *Section 12.3* are reported upon by a public accountant, his report must accompany them. If not, the statements must be accompanied by a statement of the President or the person responsible for the corporation's accounting records:

(i) Stating his or her reasonable belief whether the statements were prepared on the basis of generally accepted accounting principles and, if not, describing the basis of preparation; and

(ii) Describing any respects in which the statements were not prepared on a basis of accounting consistent with the statements prepared for the preceding year.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.1 Amendment by Board of Directors or Shareholders.

(a) The Board of Directors, by three-quarter vote of the Board of Directors, may amend or repeal these Bylaws unless:

(i) The Articles of Incorporation or the URBCA reserve this power exclusively to the shareholders in whole or part, or

(ii) The shareholders in amending or repealing a particular Bylaw provide expressly that the Board of Directors may not amend or repeal that Bylaw.

(b) The shareholders may, by three-quarter vote of the Shareholders, amend or repeal these Bylaws even though the Bylaws may also be amended or repealed by the Board of Directors.

Section 13.2 **Interpretation; Severability.** These Bylaws may contain any provision for managing the business and regulating the affairs of the corporation that is not inconsistent with law or the Articles of Incorporation. In the event any provision of these Bylaws is inconsistent with law or the Articles of Incorporation, such law or Articles of Incorporation shall govern. If any one or more of the provisions contained in these Bylaws, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

(Remainder of page left intentionally blank; certification follows)

CERTIFICATE OF SECRETARY
OF
CONSTRUCTION, INC.

The undersigned hereby certifies:

1. That the undersigned is the duly elected and acting Secretary of Construction, Inc., a Utah corporation (the "*Corporation*"); and

2. That the foregoing Amended and Restated Bylaws constitute the Bylaws of the Corporation as duly adopted by the Action by Unanimous Written Consent in Lieu of the Organizational Meeting of the Board of Directors of Construction, Inc., dated the 1st day of January, 2015.

IN WITNESS WHEREOF, I have hereunto subscribed my name effective as of this 1st day of January, 2015.

SECRETARY

Victoria A. Robinson, Secretary

EXHIBIT C
SHAREHOLDERS' AGREEMENT
(ATTACHED)

SHAREHOLDERS' AGREEMENT

This Shareholders' Agreement (the "**Agreement**") is made and entered into by and among Construction, Inc., a Utah corporation (the "**Company**"), and each of the undersigned shareholders of the Company (individually a "Shareholder" and collectively the "**Shareholders**"), effective as of January 1, 2015.

RECITALS

At the time of this Agreement, the Shareholders own of record and beneficially an aggregate of 16,400 shares of common stock, no par value (the "**Common Stock**"), of the Company, such shares collectively constituting 100% of the total shares of capital stock now issued and outstanding and which shares are owned equally amongst the Shareholders.

The Shareholders desire to promote their mutual interests by imposing certain restrictions on transfers of shares of the capital stock of the Company by the Shareholders.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Transfer by a Shareholder. No Shareholder shall sell, assign, pledge or in any manner transfer any shares of the Company's Common Stock now held or hereafter acquired by him (the "**Shares**") or any right or interest therein, whether voluntarily or by operation of law, or by gift or otherwise, except by a transaction which meets the requirements hereinafter set forth in this Agreement. Notwithstanding the foregoing, a Shareholder may transfer all or any part of his or her Shares in the Company, by intervivos gift or testamentary transfer and without the consent of the other Shareholders, to or for the benefit of a Family Member (defined below) or to a revocable or irrevocable trust of which the Shareholder or a Family Member is the trustee and primary beneficiary, and the transferee shall become a Shareholder of the Company, if not already a Shareholder. Notwithstanding the foregoing, the Shareholders and the Company's right to purchase any Shares transferred pursuant to the foregoing sentence upon any Triggering Event (defined below), including the death of the transferring Shareholder. For purposes of this Agreement, the term "Family Member" means the Shareholder, the Shareholder's father, mother, spouse, or descendants.

2. Requirements of Transferee. Subject to the other provisions of this Agreement, any Shareholder who desires to transfer all or any part of his or her interest and who obtains the consent of the Shareholders to such transfer, if necessary, shall comply with the requirements of Section 3 and shall arrange for his or her transferee to be bound by this Agreement, as it may then be amended, together with all other organizational documents of the Company then in existence, including, without limitations, the Company's Articles of Incorporation and Bylaws, by having such transferee execute two counterparts of an instrument of assignment satisfactory in form to the Company and by delivering the same to the Company together with any such other information that may be required by counsel to the Company. The transferee may be required to pay any and all reasonable filing and recording fees, legal fees, accounting fees, and other charges and fees incurred by the Company and its counsel as a result of such transfer. Each assignment or transfer shall be effective on the Company records as of the

first day of the calendar month following the month during which the Company actually receives the aforesaid instrument of assignment executed by both the transferor and transferee; however, no attempted assignment or transfer shall be effective or recognized by the Company or the Shareholders until all requirements of this Agreement have been satisfied.

2.1(a) Additional Requirements. In addition, for so long as the Company has elected to be taxed as an "S" corporation, under the applicable provisions of Subchapter S of the Internal Revenue Code, then the Shareholders hereby agree that no Shareholder shall transfer any Shares to any individual or entity which would not qualify as a qualified shareholder thereof or take any other action which would invalidate the Company's election to be taxed as an "S" corporation without the prior consent of the Company and remaining Shareholders, and any such actions shall be considered null and void.

3. Compliance with Securities Laws. Notwithstanding any provision in this Agreement to the contrary, no interest may be sold, pledged, hypothecated or otherwise transferred except in compliance with the registration requirements of the Securities Act of 1933, as amended, and applicable State securities laws or applicable exemptions from registration under those laws. The Company may further require an opinion of counsel from counsel acceptable to the Company that the proposed transfer would constitute a transaction that is exempt from the registration requirements of all applicable federal and state securities laws. All costs of complying with the requirements of this paragraph, including the costs of a review of the matter by counsel for the Company, shall be borne by the transferor and transferee.

4. Option to Purchase A Shareholder's Interest Upon Occurrence of a Triggering Event. Each Shareholder hereby grants to the other Shareholders, as hereinafter provided, the option to purchase each such Shareholder's interest in the Company upon certain conditions set forth in the balance of this Section 4.

4(a) Description of Procedure and Rights. Upon the death, incapacity, insolvency, bankruptcy, dissolution, expulsion, or change in control of a Shareholder (change in control meaning a change in the ownership or control of 51% or more of a Shareholder's voting interest), or if said interest is in any other way involuntarily transferred, including, without limitation, pursuant to a divorce decree related to such Shareholder (such events hereinafter collectively referred to as a "Triggering Event"), and if such Triggering Event results in a transfer of an interest in the Company to someone other than a Family Member, or a trust held for the primary benefit of a Family Member, then the Company, or if it does not exercise its option within thirty (30) days, the Shareholders holding the same class of Shares, or any one of them (hereafter the "Purchasing Shareholders"), shall have the right and option, for a period of ninety (90) days following the Company's receipt of written evidence of the occurrence of such Triggering Event, to purchase the interest of the Shareholder who shall have voluntarily or involuntarily caused the Triggering Event (the "Triggering Shareholder") by giving written notice to the Triggering Shareholder, or his or her legal representative, of the Company's or the Purchasing Shareholders', as the case may be, intent to exercise the option granted hereunder. If the Company does not elect to purchase the interest within thirty (30) days of receiving written evidence of the Triggering Event, and there is more

than one other Purchasing Shareholder, then each Purchasing Shareholder shall have the right to purchase such portion of the Triggering Shareholder's interest as the percentage interest owned by said Purchasing Shareholder at such time bears to the total interest owned by all other Purchasing Shareholders; provided, however, that if any Purchasing Shareholder does not purchase his or her full proportion of the allotment of the interest, the unaccepted interest may be purchased by the other Purchasing Shareholders proportionately. In the event said option is exercised, then the Company or Purchasing Shareholders, as the case may be, shall have the right to purchase the interest of the Triggering Shareholder upon the terms and conditions set forth in Section 4(b), below. In the event there are no Shareholders holding the same class of Shares as the interest being purchased, then the term "Purchasing Shareholder" shall include all Shareholders of the Company.

4(b) Determination of Fair Market Value of Triggering Shareholder's Interest. The purchase price for the interest of the Triggering Shareholder under this Section 4 shall be the fair market value of the Triggering Shareholder's interest on the date of the Triggering Event. In the event the Company or Purchasing Shareholders, as the case may be, and the Triggering Shareholder, or his or her legal representative, cannot agree on the fair market value of the Triggering Shareholder's interest in the Company, then the Company or Purchasing Shareholders, as the case may be, and the Triggering Shareholder, or his or her legal representative, shall each appoint an independent appraiser. In the event the appraisers so appointed are unable to agree upon the fair market value of the Triggering Shareholder's interest in the Company, they shall appoint a third appraiser to appraise the Triggering Shareholder's interest in the Company, and the decision of a majority of the three (3) appraisers so appointed shall be binding upon all interested parties. The fees and other costs of the appraisals shall be shared equally one-half by the Company or Purchasing Shareholders who exercised the option hereunder, and one-half by the Triggering Shareholder, or his estate.

4(c) Payment of Purchase Price. The purchase price as determined in Section 4(b), above, shall be paid to the Triggering Shareholder, or his or her legal representative, upon such terms and conditions as are mutually agreed to by the Company or Purchasing Shareholders, as the case may be, and the Triggering Shareholder, or his or her legal representative. In the event the parties are unable to agree upon mutually acceptable terms and conditions, then the purchase price shall be paid in cash in equal monthly amounts over a period of five (5) years, with the first such payment beginning in the month immediately following the month in which the fair market value of the Triggering Shareholder's interest is determined and agreed to by the parties hereto. Interest on any unpaid balance shall be paid at the higher of (i) the prime rate as published from time to time by the Wall Street Journal, plus three percent (3%) per annum, or (ii) the annual midterm Applicable Federal Rate published by the Internal Revenue Service for the month in which the fair market value of the Triggering Shareholder's interest in the Company is agreed to by the parties hereto.

4(d) Consent to the Purchase of Life Insurance and Tax Reporting Issues. The parties hereto acknowledge that the Company may purchase or otherwise acquire certain life insurance policies insuring the life of one or more of the Shareholders.

Such policy or policies, if purchased, shall have a maximum death benefit amount payable to the Company as shall be reasonably necessary, in the Company's discretion, to purchase such insured Shareholders interest in the Company hereunder and to otherwise fulfill the Company's obligations hereunder. The parties agree that the Company may purchase one or more life insurance policies on the Shareholders which equal this amount, plus any additional amount as reasonably determined by the Company, to account for any anticipated increase in the value of the Company. By executing this Agreement each Shareholder hereby agrees and consents to the Company's purchase or acquisition of any and all such life insurance policies. This consent is made pursuant to the terms of Section 101(j)(4) of the Internal Revenue Code of 1986, as amended, and shall be interpreted accordingly. Nothing contained herein shall be interpreted as imposing an obligation or a duty upon the Company to purchase or otherwise acquire a life insurance policy on any Shareholder.

5. Right of First Refusal. In addition to the option rights granted under Section 4, above, the Shareholders of the Company shall have the preemptive right of first refusal to purchase the interest of a Shareholder who has received a bona fide offer from any person to sell such Shareholder's interest in the Company. This Section 5 shall be inapplicable with respect to transfers which are authorized under the express terms of this Agreement. The procedure and application of the right of first refusal are further described below:

5(a) Description of Right of First Refusal. A Shareholder of the Company who has received a bona fide offer from any person to sell his or her Shares in the Company (hereafter the "Offering Shareholder") is required first to proffer the Offering Shareholder's interest for purchase, on terms and conditions identical to those of the proposed sale, to the remaining Shareholders of the Company who hold the same class of Shares in the Company as the interest offered for sale (hereafter the "Non-Offering Shareholders"). The Non-Offering Shareholders shall be entitled to purchase that portion of the Offering Shareholder's interest as the percentage interest owned by said Non-Offering Shareholder at such time bears to the total interest owned by all other Non-Offering Shareholders in the Company; provided, however, that if any Non-Offering Shareholder does not purchase his or her full proportion of the allotment of the interest, the unaccepted interest may be purchased by the other Non-Offering Shareholders proportionately. In the event there are no Shareholders holding the same class of Shares as that offered for sale, then the term "Non-Offering Shareholder" shall include all Shareholders of the Company.

5(b) Notice to Non-Offering Shareholders. The Offering Shareholder shall be required to give the Company and the Non-Offering Shareholders written notice of the price and terms of the proposed sale and a true and correct copy of the contract or offer to purchase, together with the identity of the proposed buyer. Such notice shall constitute an offer of the Offering Shareholder's interest to the Non-Offering Shareholders on the terms and conditions set forth in the notice.

5(c) Effect of Failure to Exercise Right of First Refusal. Failure of the Non-Offering Shareholders to accept the offer within thirty (30) days after delivery of the notice to them shall constitute rejection of the offer. In the event that the Non-Offering

Shareholders reject the offer (and after the other provisions of this Agreement have been satisfied), the Offering Shareholder shall have the right to sell the interest to the proposed buyer identified in the written notice, provided that the sale is made on terms and conditions identical to those disclosed in the written notice to the Non-Offering Shareholders and that a binding written agreement of sale is entered into and transfer completed within thirty (30) days after the rejection by the Non-Offering Shareholders.

6. Transfer Provisions Binding. Any sale, assignment or transfer or purported sale, assignment or transfer of any interest in the Company shall be null and void unless made strictly in accordance with the provisions of this Agreement. The transferee of any Shareholder's interest in the Company shall be subject to all the terms, conditions, restrictions, and obligations of this Agreement. Unless otherwise specifically provided herein, a transferee who has properly acquired the interest of a Shareholder in the Company may become a Shareholder of the Company only if the transferee is admitted as a Shareholder in accordance with the provisions of Section 8, below. If such transferee is not so admitted, then such transferee shall have no right to participate in the management of the business and affairs of the Company or to become a Shareholder; the only rights to which such transferee shall be entitled are the share of profits or other compensation by way of income and the return of contributions to which the transferor was entitled.

7. Encumbrances. No Shareholder shall in any way encumber, pledge, hypothecate, or otherwise use its Shares as collateral or security for an obligation, without the prior written consent of the all the Shareholders, which consent may be withheld for any reason without liability to the Company or any other Shareholder.

8. In the case of any permitted transfer, the transferee, and in addition to any other requirement imposed hereunder, assignee or other recipient shall, as a condition to obtaining any interest in the Shares, (a) hold such Shares or interest subject to all of the provisions of this Agreement; (b) become (along with the transferee's spouse if the transferee is married) a signatory to this Agreement by executing a "**Supplemental Signature Page**" to this Agreement in substantially the form attached as **Exhibit A**; (c) to the extent requested by the Company, execute and deliver to the Company an appropriate investment representation letter in form and substance satisfactory to the Company and its counsel; and (d) make no further transfer of the Shares except as herein provided.

9. The provisions of this Agreement may be waived with respect to any transfer either by the Company, upon duly authorized action of its Board of Directors, or by the Shareholders, upon the express written consent of the owners of at least two-thirds of the Shares then subject to this Agreement (excluding those Shares owned by the selling Shareholder).

10. Any sale or transfer, or purported sale or transfer, of the Company's Shares shall be null and void unless the terms, conditions, and provisions of this Agreement are strictly observed and followed.

11. In the event that subsequent to the date of this Agreement any shares or other securities are issued on, or in exchange for, any of the Shares by reason of any stock dividend, stock split, consolidation of shares, reclassification or consolidation involving the

Company, such shares or securities shall be deemed to be Shares for purposes of this Agreement and subject hereto.

12. The term of this Agreement shall be perpetual; provided, however, that this Agreement shall terminate upon the closing of any of the following transactions involving the Company: (i) a sale of all or substantially all of the assets of the Company, (ii) a merger, consolidation or plan of share exchange involving the Company, or a sale of the Common Stock of the Company, as a result of which the holders of Common Stock immediately prior to the consummation of the transaction do not hold at least 50% of the combined voting power of the outstanding securities of the surviving or continuing corporation immediately after the consummation of the transaction, (iii) a liquidation or dissolution of the Company or (iv) the sale of Common Stock to the public in an offering pursuant to an effective registration statement under the Securities Act of 1933, as amended.

13. Any certificates issued by the Company representing Shares subject to this Agreement shall bear a restrictive legend similar to the following:

> "THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN TRANSFER RESTRICTIONS INCLUDING A RIGHT OF FIRST REFUSAL OPTION IN FAVOR OF THE CORPORATION AND CERTAIN OF ITS SHAREHOLDERS, AS PROVIDED IN A SHAREHOLDERS' AGREEMENT EFFECTIVE AS OF JANUARY 1, 2015."

14. The Company shall have the right at any time and from time to time to have additional shareholders of the Company added as parties to this Agreement. Upon the execution of this Agreement by such additional parties, they shall be considered and treated for all purposes under this Agreement as Shareholders as defined herein, and all shares of Common Stock then held or thereafter acquired by such parties shall be treated as Shares as defined herein.

15. The Company and the Shareholders agree and understand that monetary damages would not adequately compensate an injured party for the breach of this Agreement by any party, that this Agreement shall be specifically enforceable, and that any breach or threatened breach of this Agreement shall be the proper subject of a temporary or permanent injunction or restraining order. Further, each party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.

16. Each party hereto agrees to perform any further acts and execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement. This Agreement may be executed in one or more counterparts (including by facsimile or other electronic means), each of which shall be considered an original and all of which shall be considered one and the same Agreement. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective assigns. This Agreement shall be construed in accordance with, and governed by the laws of the State of Utah. In the event that any party hereto breaches this Agreement, he shall be liable to the other parties hereto for all loss, costs, damages and expenses, including attorneys' fees, incurred as a result of any such breach. This Agreement may be amended or canceled by the written consent of the holders of three-fourths of the Shares then subject to this Agreement; provided however, that no additional

restrictions shall be imposed on the transfer of any Shares held by a Shareholder without the prior written consent of such Shareholder.

[*signature pages follow*]

IN WITNESS WHEREOF, this Agreement is executed effective as of the date first above written.

CONSTRUCTION, INC.:

By: _____
Christopher J. Robinson, President

Attest By:

By: _____
Victoria A. Robinson, Secretary

SHAREHOLDERS:

_____
Christopher F. Robinson

_____
Alexander J. Robinson

_____
Victoria A. Robinson

Exhibit A

Supplemental Signature Page

This Supplemental Signature Page to the Shareholder Agreement, dated as of January 1, 2015, among Construction, Inc. and certain of its shareholders (the "**Agreement**"), is executed, delivered and accepted as of the date set forth below.

The undersigned is hereby designated as a Shareholder under, and agrees to be bound by, the terms of the Agreement.

Dated as of _____, 20__.

SHAREHOLDER:

_____

The undersigned ("**Spouse**"), who is the spouse of the Shareholder whose signature appears above ("**Signing Shareholder**"), hereby consents to and agrees to be bound by the terms of the Agreement with respect to any Shares, including but not limited to Shares that are part of the marital community of Spouse and Signing Shareholder. The undersigned acknowledges being afforded the opportunity to obtain legal counsel prior to signing this acknowledgment.

SPOUSE:

_____

Print Name:

CONSTRUCTION, INC.

By: _____

Its: _____

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

July 17, 2025

CONSTRUCTION INC
PO BOX 540478
NORTH SALT LAKE UT 84054

RE: WATER SUPPLY BANK LEASE CONTRACT 2021
FOR WATER RIGHTS 43-2585 & 43-7216

Dear Lessor:

Water rights **43-2585 & 43-7216 are** leased into the Water Supply Bank (Bank) as of January **2025** in accordance with the enclosed executed lease contract. **Your water rights, as described on the lease contract, are considered leased into the Bank and should remain unused until they are formally released from the Bank**. More information and further restrictions placed on your water rights while leased can be found in conditions of acceptance of the lease contract. Read the conditions of acceptance carefully.

The right(s) will automatically be released from the Bank on **December 31, 2029,** unless the rights are released earlier by the Water Resource Board (Board). To release the water rights from the Bank prior to the release date, submit a written request on the *Request to Release a Water Right from the Bank* form. This form is available on our public website at www.idwr.idaho.gov. **Please note your water rights may not be available for immediate release if they are rented.**

If you have questions regarding this matter, please contact this office at bank@idwr.idaho.gov or 208-287-4800.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosure: Executed Lease Contract

c: IDWR- Southern Region Office
Water District No. 43B

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

July 11, 2025

CONSTRUCTION INC
PO BOX 540478
NORTH SALT LAKE UT 84054

RE: APPLICATION TO LEASE WATER RIGHTS 43-2585 & 43-7216 TO THE WATER SUPPLY BANK CONTRACT 2021

******TIME SENSITIVE RESPONSE REQUIRED*****

Dear Applicant:

The Department of Water Resources has completed its review of your application to lease the above-mentioned water right to the Water Supply Bank. **I have enclosed two original Water Supply Bank Lease Contracts for your review and signature. Please sign and return ALL Lease Contracts within 14 days**. Upon signature and return of the contracts, the Department will also sign the original contracts and return an executed copy to you. The Lease Contract is not considered final until you and the Department have both signed.

The right will automatically be released from the Bank on **December 31, 2029** unless the right is released earlier by the Board, or upon your request. To release the right from the Bank prior to the release date, submit a written request on the Request to Release a Water Right from the Bank form. To propose a new lease period, submit a new Application to Sell or Lease a Water Right to the Water Supply Bank form along with applicable fees to the Department. These forms are available from any IDWR office or from our public website at http://www.idwr.idaho.gov. Please note your right may not be available for immediate release if it has been rented.

Please review the conditions of acceptance listed on the Lease Contract, including #3 which says:

> "While a right is in the bank, **the lessor may not use the right** without approval of the department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B."

If you have questions regarding this matter, please contact this office at bank@idwr.idaho.gov or 208-287-4800.

Sincerely,

Jan Hensley

for
Water Supply Bank

Enclosures: Proposed Lease Contracts
Receipt C119911

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little **Director Mathew Weaver**

June 6, 2025

COPY

DONALD HARPER
WD 43B
2201 E 1300 S
MALTA ID 83342-8642

RE: Water Supply Bank Lease Application for Water Rights: 43-2585 & 43-7216

Dear Watermaster:

The Department of Water Resources is soliciting your comments or concerns on the proposed lease submitted by Construction, Inc. A copy of the review memo and draft contract is enclosed.

Please review the information, then complete the enclosed recommendation form and return it to this office within 7 days of the date of this letter. You may return the form via postal mail or email to jean.herlsey@idwr.idaho.gov.

If you have any questions, please contact this office at (208) 287-4800.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosure(s)

WATER SUPPLY BANK

Lease Review Checklist

Applicant(s) Name: Construction Inc

Memo Date: June 6, 2025

Water Right Number(s): 43-2585 & 43-7216

Reviewers Name:

Quick Tools

Decreed Year	No Forfeiture Concerns Thru:
2011	2017
2012	2018
2013	2019
2014	2020
2015	2021

		Check box		COMMENTS/CONCERNS:
1	**Fill out WSB Data Entry Checklist for Leases (Front of File)**	x		
2	**Reason for lease of water rights (Brief description of lease proposal in narrative)**			
	Portion of right	x		43-7216
	All of right	x		43-2585
3	Check GWMA/CGWA/ADC and basin 63 areas of concern (note area in comments)			
		Yes	**No**	
4	Rentable? (If no explain in comments or narrative)	x		
5	**Authority to file**			
	Current owner or designated applicant	x		
	SOS Web site checked for business entity	x		
	Other (explain in comments)			
6	**Water Right validity**			
	Decreed/Licensed/Statutory claim date (write in comments section)			2002
	Past irrigation to ensure forfeiture is not an issue if decreed or licensed over 7 years ago (consider transfers that changed the POU, rentals to the POU etc.)			
	Has this right previously been leased to the bank or in CREP?		x	
7	**Injury to other water rights**			
	If the POD is through a delivery entity, was consent provided?		na	
	If the POD is through a delivery entity, was holdback required? (percentage in comments)			%
	Any other concerns		x	
8	**Enlargement concerns**	**Check box**		
	Complete a POU comparison overlap analysis	x		
	Complete a combined limits review	x		
	Complete POD overlap analysis (if there is an overlap add condition to lease)	x		
		Yes	**No**	
	Are there overlapping rights that need to be placed in the bank also?		x	
	Will the place of use continue to receive water? (if yes explain in comments)	x		43-4085
9	**Local Public Interest**			
	Does the processor know of any problems this action will cause for the local public?		x	
10	**Have you contacted regional office and watermaster for comment/concerns?**	x		
	Send the watermaster comment request form or e-mail request	x		
11	Area Headgate requirement (write in Comments)			4
12	**Is water right involved in any other department action? Pull file and check database** ( ) Ownership Change ( ) Transfer ( ) Mitigation ( ) Other - Explain in comments		x	

13 **Narrative:** The Department received these applications on January 22, 2025. The applicant wishes to place the entirety of 43-2585 and the irrigation storage and irrigation from storage of 43-7216 in the Bank. The applications were signed by Christopher Robinson, President. These rights were decreed in 2002 and have been put to beneficial use until a few years ago when the dam on Gunnell Reservoir (aka Six Mile Reservoir) was breached. The applicant will continue to use the irrigation portion of 43-7216 and water right 43-4085 to irrigate the 342 acres. Water rights 43-2585, 43-7216 & 43-4085 have a combined rate limit of3.42 cfa and a combined volume limit of 1368.0 af. Because of these limits, the amounts in this lease will not be rentable due to enlargement concerns. The storage component of water rights 43-2585 & 43-7216 are limited to 20 AF. These rights are currently within the Snake River Basin Moratorium and WD 43B.

ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:

CONSTRUCTION INC.

Entity Number:

569911-0142

Domicile Name:

N/A

Entity Type:

Domestic Business Corporation

Jurisdiction:

UT

Entity Subtype:

Domestic Business Corporation

Formation Date:

02/05/1954

Profession:

N/A

Formation Effective Date:

02/05/1954

Entity Status:

Active

Renew By Date:

02/28/2026

Entity Status Details:

Current

Last Renewed Date:

02/24/2025

Status Updated On:

02/24/2025

REGISTERED AGENT INFORMATION

Name:

CHRISTOPHER ROBINSON

Registered Agent Type:

Individual

Street Address:

925 WEST 100 NORTH STE F, PO BOX 540478, North Salt Lake, UT, 84054, USA

Last Updated:

9/13/2024 9:22:44 PM

PRINCIPAL INFORMATION

Title	Name	Address	Last Updated
Director	ALEXANDER J ROBINSON	PO BOX 540478, North Salt Lake, UT, 84054, USA	09/19/2024
Vice President	ALEXANDER J ROBINSON	925 W 100 N STE F, PO BOX 540478, SALT LAKE CITY, UT, 84111, USA	09/13/2024
Treasurer	CHRISTOPHER F ROBINSON	925 W 100 N STE F, PO BOX 540478, SALT LAKE CITY, UT, 84054, USA	09/13/2024
Director	CHRISTOPHER F. ROBINSON	PO BOX 540478, PO BOX 540478, North Salt Lake, UT, 84054, USA	09/13/2024
President	CHRISTOPHER F ROBINSON	925 W 100 N STE F, PO BOX 540478, NORTH SALT LAKE, UT, 84054, USA	09/13/2024

< Previous ... 1 2 ... Next > Page 1 of 2, records 1 to 5 of 7 Go to Page

ADDRESS INFORMATION

Physical Address:

925 W 100 N STE F, PO BOX 540478, North Salt Lake, UT, 84054, USA

Updated Date:

9/13/2024 8:42:59 PM

Mailing Address:

Updated Date:

Filing History Name History Mergers/Conversions Associated DBAs

Return to Search Return to Results

Hersley, Jean

From: Chris Robinson <crobinson@theensigngroup.com>
Sent: Thursday, June 5, 2025 1:21 PM
To: Hersley, Jean
Cc: Chris Todd; Carly Christensen; Doug Freestone; Linda Erickson
Subject: Re: Water Supply Bank Lease Applications for 43-2585 & 43-7216
Attachments: IDWR Letter Requesting Additional Info re Con Inc Water Supply Bank Rec'd 6 5 2025.docx

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Jean,

Thanks for this letter (see attached) and for taking my call this afternoon.

As we discussed, we want to enroll in the water supply bank the following:

1. All of 43-2585 which is solely 20 AF for Irrigation Storage and Irrigation From Storage
2. Only the 20 AF that is for Irrigation Storage and Irrigation From Storage in 43-7216, leaving active and un-enrolled in the Bank our Irrigation using the natural flows from 43-7216.

Please let me know if this makes sense or if you still need further clarification.

Please also reply to acknowledge receipt.

Thanks for processing this application.

Best,

Chris
801-599-4397

From: Hersley, Jean <Jean.Hersley@idwr.idaho.gov>
Date: Thursday, June 5, 2025 at 9:25 AM
To: Chris Robinson <crobinson@theensigngroup.com>
Subject: Water Supply Bank Lease Applications for 43-2585 & 43-7216

Please see the attached letter. Let me know if you have any questions. Hard copy in the mail today. Thank you.

Jean Hersley
Technical Records Specialist II
Idaho Dept Water Resources
(208) 287-4942

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

June 5, 2025

COPY

CONSTRUCTION INC
PO BOX 540478
N SALT LAKE UT 84054-0478

RE: WSB Applications to Lease Water Rights 43-2585 & 43-7216

Dear Water Right Holder:

The Department of Water Resources (Department) received your request to lease 20 af of irrigation storage to the Water Supply Bank (Bank). On your application, you stated that you wanted to continue to use the "natural flow" of these rights to irrigate.

Water right 43-2585 does not have a "natural flow" to irrigate from. The uses on this right are for irrigation storage and irrigation from storage. If you place the irrigation storage in the Bank, there is no pond to withdraw water from. The entirety of this right would need to be placed in the Bank.

Water right 43-7216 does have a "natural flow" to irrigate from. The uses on this right are irrigation, irrigation from storage and irrigation storage. If you place the irrigation storage in the Bank, you will also need to place the irrigation from storage in the Bank. Also, because the diversion volume is not additive, the total diversion volume would be reduced by 20 af.

If you place the irrigation storage and irrigation from storage in the Bank, the 432 acres of water right 43-7216 & 43-4085 that can be irrigated would have to come directly from Sixmile Creek.

Please let me know if you would like to add the irrigation from storage to these applications or if you would like to withdraw your applications. You can contact me with any questions.

Thank you.

Sincerely,

Jean Hersley
Technical Records Specialist II