

Exhibit A

Corrected copy

A G R E E M E N T

COMES NOW HI-Country Estates Homeowners Association, Phase I, (hereafter "Homeowners") and the United States Bureau of Land Management (hereafter "BLM"), by and through their undersigned agents and hereby stipulate, consent and agree to the following:

1. Homeowners operate a public utility certificated by the Utah Public Service Commission of Utah and BLM is a government agency who desires to purchase water from Homeowners;

2. Homeowners agree to provide a maximum of 225,000 gallons of water per month an equivalent 2,700,000 gallons of water per year to BLM pursuant to this Agreement;

3. Homeowners agree to guarantee the water quality for culinary use;

4. Homeowners agree to provide all maintenance to the water meter;

5. BLM agrees to maintain the water lines from the meter installed by Homeowners onto the BLM property;

6. Homeowners agree to install the necessary water meter to monitor the amount of water used by the BLM;

7. Homeowners agree to supply the BLM with monthly water quality reports upon request by the BLM;

8. As consideration for the foregoing, BLM agrees to pay a one-time connection fee of Twenty Five Thousand Dollars (\$25,000.00) within thirty (30) days of the signing of this Agreement by all parties;

9. BLM further agrees to pay an annual service fee of One Thousand Five Hundred Dollars (\$1,500.00) to be due and owing during the 1st half of the Government fiscal year. The annual maintenance for the first year will be due and owing beginning in fiscal year 1995. (Fiscal year 1995 beginning October 1, 1994 and ends September 30, 1995.)

10. BLM agrees to pay for at least 100,000 gallons of water per month;

11. BLM agrees to pay Seventy Five Cents (\$.75) per 1,000 gallons of water as their water rate to this Agreement, to be billed on a monthly basis.

12. BLM agrees to install all necessary backflow valves;

13. Homeowners agree to release, indemnify and hold harmless BLM from any claims, lawsuits, or other actions which may be filed against Homeowners as a result of this Agreement and its provisions herein;

14. BLM agrees to grant Homeowners the necessary access to come on BLM property for repairs and other maintenance of the water system as deemed necessary by Homeowners;

15. The parties agree that the terms of this Agreement as to the annual maintenance fee and the water rate shall be negotiated on an annual basis and further agree that the necessary fees may be increased at a level consistent with the consumer price index for that year;

16. The term of this Agreement shall be thirty (30) years from the date of signing by all parties with the rights of either party to unilaterally terminate the Agreement upon the five (5) year anniversary date from the date of the signing of this Agreement by all parties, then annually thereafter, with ninety (90) days written notice;

17. The parties agree that should either party breach this Agreement or fail to meet their responsibilities and obligations pursuant thereto, said breaching party shall pay all costs and attorney's fees of the non-breaching party;

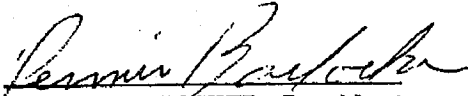
18. BLM recognizes that from time to time interruptions in water service may occur as a result of circumstances beyond the control of Homeowners, such as use of necessary water resources for fire-fighting purposes, damage to the water lines or other equipment or the like. Homeowners agree to provide all necessary repair and maintenance as soon as is practically possible. BLM agrees that such unanticipated interruptions of service shall not constitute a breach of this Agreement unless

Homeowners fail to reasonably and appropriately take such steps as are necessary to restore service within a reasonable time.

19. Homeowners and BLM agree to discuss amendments to this Agreement as changes are identified that require incorporation into the Agreement, and to seek agreement on appropriate language.

20. It is understood by all parties that any payment of amounts agreed to herein as being payable by the BLM to Homeowners are subject to the availability of funds appropriated by Congress for such purposes.

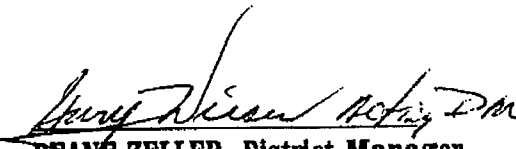
DATED this 29 day of August, 1994.


DENNIS BARLOCKER, President
Hi-County Estates Homeowners
Association, Phase I


JOE TOTORICA, Director


KARL W. SMITH, Director

DATED this 29 day of August, 1994.


DEANE ZELLER, District Manager
Bureau of Land Management

- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

In the Matter of the Request of) DOCKET NO. 94-2195-04
HI-COUNTRY ESTATES HOMEOWNERS)
ASSOCIATION for Approval of a) ORDER
Water Contract with BLM.)

ISSUED: January 11, 1995

By the Commission:

In this matter Hi-Country Estates Homeowners Association ("Homeowners") has requested approval of a water contract with the Bureau of Land Management ("BLM").

The substance of the agreement is that the Homeowners would provide up to 2,700,000 gallons of water annually to the BLM at the rate of \$.75 per 1,000 gallons with a 100,000 gallon monthly minimum. In addition, the BLM will pay a \$25,000 connection fee and a \$1,500 annual maintenance fee. The connection fee will be used by the Homeowners to defray the costs of a new 50,000 gallon storage tank to be placed next to the recently completed storage tank. Both tanks will be located on BLM property.

The Division of Public Utilities ("Division") has reviewed the agreement and has concluded and reported to the Commission that the agreement appears to be in the best interests of the Homeowners and that the rates charged will be compensatory and will not negatively impact the service and rates of the residential customers. Based on the Division's report, the Commission finds that the agreement is in the public interest and that the rates are compensatory, just and reasonable. The Commission notes that if the rates change, they will have to be

preapproved by the Commission and there will have to be some showing that the rates cover the cost of the water service.

Based upon the foregoing, the Commission makes the following:

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED that the Homeowners' agreement with the BLM for water service pursuant to the terms and conditions of said agreement is approved.

DATED at Salt Lake City, Utah, this 11th day of January, 1995.

/s/ Stephen F. Meham, Chairman

(SEAL)

/s/ James M. Byrne, Commissioner

/s/ Stephen C. Hewlett, Commissioner

Attest:

/s/ Julie Orchard
Commission Secretary

Exhibit B

OK
Gibson

FILED

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COURT OF THE STATE CLERK
SALT LAKE DEPARTMENT

JOHN SPENCER SNOW
SNOW & HALLIDAY
Attorneys for Defendants
261 East 400 South
Salt Lake City, Utah 84111
Telephone: (801) 364-4940

CIRCUIT COURT, STATE OF UTAH

SALT LAKE COUNTY, SALT LAKE DEPARTMENT

HI-COUNTRY ESTATES HOMEOWNERS ASSOCIATION, INC.,)
)
Plaintiff,)
)
vs.)
)
LARRY BEAGLEY, ESTHER BEAGLEY, JOHN BEAGLEY, and SADIE BEAGLEY,)
)
Defendants.)

ORDER

Civil No. 83-CV-4600

The above-entitled matter came on for trial before the Honorable Robert Gibson, Judge presiding, in his Courtroom located in the Courts Building, 451 South 200 East, Salt Lake City, Utah, on Wednesday, the 7th day of September, 1983 at the hour of 9:30 a.m. Representatives from the Plaintiff and their respective attorney, CON KOSTOPULOS, were present and in person. The Defendants were present and in person and represented by their respective attorney, JOHN SPENCER SNOW. The parties, by and through their respective attorneys of record, presented a stipulation to the Court, relative to

all of the issues in the above-entitled action. The above-entitled Court, having heard the stipulation of the parties, and the same being accepted, and good cause appearing therein,

IT IS HEREBY ORDERED as follows:

1. Defendants be and the same are hereby ordered to pay to the Plaintiff the sum of \$1,746.30 on or before December 31, 1983 for all past due assessments due and owing by the said Defendants to Plaintiff in this action.

2. In the event Defendants, and each of them, fail to pay the sum of \$1,746.30 to the Plaintiff by December 31, 1983, Plaintiff be and the same hereby is awarded judgment against the Defendants, jointly and severally, in the sum of \$1,746.30, with interest accruing thereon at the rate of 12% per annum from and after January 1, 1984.

3. No further assessments, including road and garbage assessments, are due and owing by Defendants to Plaintiff for any services provided to Defendants from the Plaintiff.

4. Defendants be and the same are hereby ordered to refrain from any further use of the garbage collection services provided by the Plaintiff.

5. Defendants have no further membership with the Plaintiff, and are hereby ordered to refrain from the

exercise of any future voting rights, either in person or by proxy, at any future meetings of, or conducted by, Plaintiff.

6. The right-of-way granted to Defendants by Plaintiff by the 1978 agreement or any other agreements heretofore entered into by and between the parties be and the same is hereby terminated effective January 1, 1984.

7. Defendants be and the same are hereby enjoined from the use of the Plaintiff's road to gain access to their property effective December 31, 1983, unless a further agreement is entered into by and between the parties.

8. Any and all information relative to the alleged voting rights of the Defendants at any prior meetings of the Plaintiff be and the same are in no way effected by this order and both Plaintiff and Defendants be and the same are hereby granted full access to the use of such information, as evidence in a pending action in the Third Judicial District Court in and for Salt Lake County, State of Utah entitled Richard L. James, et. al., vs. John W. Davies, et. al. (Civil Number C-81-8560).

9. Defendants be and the same are hereby ordered to refrain from the use of the right-of-way granted by Plaintiff in the event the said Defendants fail to pay the sum of \$1,746.30 by December 31, 1983.

10. No other claims, demands, or causes of action exist between Plaintiff and Defendants, except those

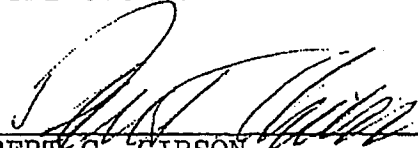
claims set forth in the District Court action referred to above.

11. Each party be, and the same is hereby ordered to pay for his or its own attorney fees and costs of Court incurred in this action.

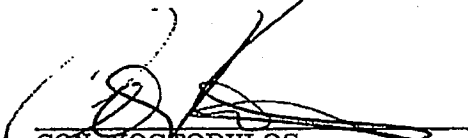
12. The above-entitled action be and the same hereby is dismissed with prejudice upon compliance by Defendants with the orders of this Court, including the payment of \$1,746.30 to Plaintiff by December 31, 1983.

DATED this 11 day of Jan, 1984.

BY THE COURT:


ROBERT C. GIBSON
Circuit Court Judge

APPROVED AS TO FORM:


CON ROSTOPOULOS
Attorney for Plaintiff

STATE OF UTAH
County of Salt Lake
Clerk of the Circuit Court, State of Utah
County, Salt Lake Department do hereby
and foregoing is a true and correct
on the in my office as such
Clerk
1984
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Deputy

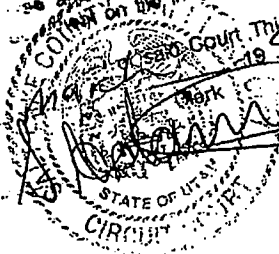


Exhibit C

AGREEMENT

This agreement made this 13 day of July, 1984, by and between HI-COUNTRY ESTATES HOMEOWNERS ASSOCIATION and LARRY and ESTHER BEAGLEY, husband and wife, and JOHN and SADIE BEAGLEY, husband and wife, and HELMUT and CORAL OLSCHESKI, husband and wife.

WHEREAS, BEAGLEYS and OLSCHESKIS desire access to their property, which property is adjacent to property known as Hi-Country Estates, which property is comprised of approximately forty (40) acres and which property is different from the fifteen (15) acre parcel southeast of the forty acre parcel; and

WHEREAS, BEAGLEYS and OLSCHESKIS desire access over Hi-Country Estates to their subject premises mentioned above; and

WHEREAS, Hi-Country Estates desires to provide such access on a temporary basis pending the ultimate acquisition by BEAGLEYS and OLSCHESKIS of independent access to their subject premises without need of traversing Hi-Country Estates; and

WHEREAS, the parties do not desire to violate the intent or spirit of that certain Order in the case of Hi-Country Estates Homeowners Association, Inc. as Plaintiff, vs. Larry Beagley, Esther Beagley, John Beagley and Sadie Beagley, as Defendants, filed in the Circuit Court, State of Utah, Salt Lake County, Salt Lake Department, Civil no. 83-CV-4600;

NOW THEREFORE, the parties hereby agree and stipulate as follows:

1. That Hi-Country Estates Homeowners Association shall provide to BEAGLEYS and OLSCHESKIS access over Hi-Country Estates to the forty (40) acre parcel mentioned above.

2.

In consideration for said access, BEAGLEYS and OLSCHESKIS shall pay an amount equal to that sum paid by members of Hi-Country Estates representing such members' annual assessment due. However, BEAGLEYS and OLSCHESKIS acknowledge and affirm that payment of such sums to Hi-Country Estates entitles BEAGLEYS and OLSCHESKIS to nothing more than right of access over the roads of Hi-Country Estates. Further, BEAGLEYS and OLSCHESKIS each acknowledge and affirm that they acquire no additional rights in the Homeowners Association or in any other entity at Hi-Country Estates by virtue of the payment of said sum, including, but not necessarily limited to, voting or any other privileges.

3. Payment of the aforementioned annual amount due shall be assessed BEAGLEYS and OLSCHESKIS on an occupied residence basis. In other words, and by way of example, if BEAGLEYS and OLSCHESKIS occupy three separate residences in any given year at the time the aforementioned assessment comes due, BEAGLEYS and OLSCHESKIS shall pay three times the then assessed annual amount due from members of Hi-Country Estates. Further, BEAGLEYS and OLSCHESKIS hereby represent that at the time of their execution of this agreement, they occupy three such residences.

4. BEAGLEYS and OLSCHESKIS agree to abide by whatever road rules apply to members of Hi-Country Estates Homeowners Association for such time as they exercise the privilege herein granted. Hi-Country Estates Homeowners Association, on a timely basis, shall keep BEAGLEYS and OLSCHESKIS advised of combination changes to the lock at the entry to Hi-Country Estates for the duration of this agreement. BEAGLEYS and OLSCHESKIS shall be invoiced annually by Hi-Country Estates Homeowners Association as and when Hi-Country Estates Homeowners Association assesses members of Hi-Country Estates at the residences of BEAGLEYS and OLSCHESKIS.

5. It is expressly agreed and understood that it is the responsibility of the BEAGLEYS and OLSCHEWSKIS to advise Hi-Country Estates Homeowners Association of any change in status regarding number of occupied residences to be assessed.

6. This agreement is personal to the BEAGLEYS and OLSCHEWSKIS as said families are identified below and is not transferrable.

7. This agreement is entered into with the intention that it comport with the Order mentioned above and that this agreement modifies only paragraph 7 thereof.

SUBSCRIBED by the parties hereto on the date first above written.

HI-COUNTRY ESTATES HOMEOWNERS ASSOCIATION

BY: *J. H. ...*
DIRECTOR

BY: *A. ...*
DIRECTOR

BY: *Michael B Anderson*
DIRECTOR

Larry Beagley
LARRY BEAGLEY

Esther Beagley
ESTHER BEAGLEY

John Beagley
JOHN BEAGLEY

Sadie Beagley
SADIE BEAGLEY

Helmut S. Olschewski
HELMUT OLSCHESKI

Coral Olschewski
CORAL OLSCHESKI

Exhibit D

April 16, 2010

J. Rodney Dansie
7198 West 6 13090 South
Herriman, Utah 84096
801-254-4364

Mr. Noel Williams, President
Hi-Country Estates Homers Association
98 Canyon Circle
Herriman, Utah 84096

RE: REQUEST AND DEMAND FOR FULL PERFORMANCE
OF ALL OBLIGATIONS AND REQUIREMENTS OF THE
1977 WELL LEASE AND WATER LINE EXTENSION
AND THE 1985 AMMENDMENT ACCORDING TO ITS
PLAIN WORDS OF THE LEASE AS UPHELD AGAIN BY
THE UTAH COURT OF APPEALS IN ITS APRIL 15, 2010
MEMORANDUM DECISION CASE NO 20090433-CA

Dear Mr. Williams, President and all Directors and Water Company Officers

Based on the Court of appeals again affirming the well lease agreement it time to get the water meters back in lot 43 and 51 and make all of the other connections so that the water due under the lease agreement since 1996 can be provided as per order of the court.

Since we are going to the Spring and Summer season and we will be immediately needing the water due under the lease agreement. Please take the necessary action to get the reconnections made and the water flowing as required by the lease agreement.

We will be happy to meet with the President and Directors and your attorney so that the required arrangements can be made to begin receiving the 12 millions gallons per year starting in 1996 and the other obligations of the lease agreement.

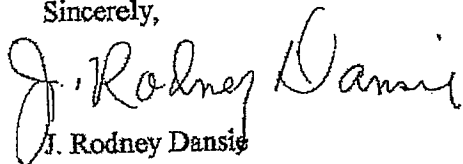
It should be very easy to begin providing the 12 million gallons per year by just installing the meters and performing the necessary connections to provide the water required by the well lease.

We would appreciate your prompt cooperation to get the water flowing as per the lease agreement.

Please feel free to contact J. Rodney Dansie so a meeting can be set up with the Dansies and Hi-Country Directors and officers to accomplish and implement the ruling of the Utah State Court of Appeals regarding the well lease agreement. Time is of Essence and your cooperation would be appreciated

Should you have any questions regarding this request and demand for full performance of the well lease agreement of 1977 and the 1985 amendment to the well lease and water line extension agreement please contact J. Rodney Dansie at 801-254-4364.

Sincerely,


J. Rodney Dansie

Copy of the Utah State Court of appeals memorandum decision enclosed

November 13, 2020

Mr. J. Criag Smith /Matthew E. Jensen

Walker center

175 South Main Street Suite 300

Salt Lake City, Utah 84111

Dear Mr. Smith:

RECEIVED
NOV 16 2010
SMITH HARTVIGSEN

Thanks for your letter of November 11, 2010. There is no settlement agreement and never was one. We did discuss at the meeting with Rep. Patrick Painter and others at a meeting several months ago some concepts that might lead to a settlement agreement. However, you and the Hi-Country people and directors who requested the meeting cancelled a few days before the meeting. I am sorry that you and the association directors who requested the meeting were unable to attend and discuss possible ideas for a settlement. That being said The Dansies are very much interested in getting the water flowing that they are entitled to under the well lease agreement which has been upheld by the Utah Court of Appeals. We would welcome a meeting with you and the Board of Directors to discuss how the terms of the lease agreement could be fulfilled and if Dansies could help in doing this by making available one of its wells located in Hi-Country Estates from which the water obligations of Hi-Country Estates could be pumped from. This would require some discussions with you and the Board of Directors as to how this type of arrangement could be reached.

The terms of the existing well lease and its plain language would be the basis for discussions in reaching an agreement where by a Dansie well located on lot 51 could be used to produce the water obligations under the well lease and Utah Court of Appeals decision.

With Regard to the Division of Drinking approval, The Hi-Country water system was approved from its inception with service going to the Dansie Water System and there would be some approvals and work to be done to implement any new water sources. The original system approval was part of the Division approval and operated as a joint system from 1977 until 1994 at which time HI-Country Estates Directors severed the lines. There would be some required approvals for a new water source and reconnections of the lines and those plans could and would be prepared for and approved by the Division of Drinking water. The Utah Rural Water Association has offered its support and expertise as well as Jordan Valley Water Conservancy District the current operator of the water system has people to help with these types services and is fully aware of the requirements to re-connect the severed pipes. Mr. Richard Bay, General Manager of the District attended the meeting and discussions regarding ideas to get the water flowing to the Dansies under the terms of the well lease and court rulings.

We would welcome your efforts and those of The Hi-Country Estates Board of Directors and its engineers and its water operator Jordan Valley Conservancy District and Rural Water Association in suggesting how we can get the water flowing to the Dansies that is owed under the well lease agreement since 1996.

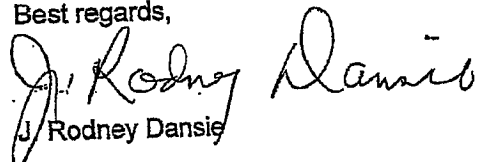
Your written response will be appreciated on or before December 15, 2010 regarding how Hi-County Estates Home Owners Association plans to fulfill its obligations under the 1977 Well lease and water line extension that has been upheld by the Utah State Court of appeals.

Dansies are willing to meet and discuss how they may be able to assist Hi-Country Estates in getting the water flowing and meeting its obligations to the Dansies under the plain language of the Well Lease agreement and Rulings of the Utah Court of Appeals.

We realize that the Court of Appeals is still considering some issues on H-Country Estates Petition for re-Hearing. However, some meetings and discussions on how to get the water flowing to the Dansies would be appreciated as there may still be unanswered issues that require discussion and negotiations once the Utah Courts of Appeals completes its ruling on the Petition for rehearing.

We look forward to your reply.

Best regards,


J. Rodney Dansie