

**Subject:** Water-Co. Financial Viability  
**From:** "Raeleen Duncan" <info@lqd8r.com>  
**Date:** 10/29/2013 4:59 PM  
**To:** "Mary Gavril" <gavrila1@cut.net>

Ms. Martinez,

I actually hoped to be able discuss the larger issue of the financial viability of the Company. It is currently not able to meet its monthly obligations and is only surviving due to regular cash infusion by Mr. David Gardner. As you may or may not know, the Company was designed to serve over 100 connections but only serves a fraction of that number, due to the fact that most of the development was never built.

At this time Mr. Gardner is unable to retain my services or services of any legal counsel due to lack of funds. We were hoping to be able to discuss this issue and any thoughts that the Division may have on what steps we could take to make the Company financially viable. Frankly, if the financial situation doesn't change soon there will not be a Company to complain about and the residents will be left to their own devices for drinking water. I know that this is something that the Division has faced before, thus we are seeking your input.

Please let me know if the Division would like to meet and discuss this issue. Thanks.

**Craig**

J. Craig Smith, Esq.



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**From:** Marialie Martinez [<mailto:marmartinez@utah.gov>]  
**Sent:** Wednesday, September 18, 2013 3:17 PM  
**To:** J. Craig Smith; Duncan, William; Long, Mark

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**Subject:** Re: Residents of Eagle's Landing, Birdseye, UT Complaint

Mr. Smith,

Do you wish to set up a meeting to discuss how the Informal Complaint process works and how to respond to it or is it about a rate case?

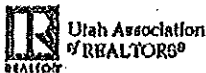
I don't see it necessary to have a meeting over a response I'm requiring Mr. Olsen to provide me so I can close the Informal Complaint. Commission Rule R746-200-8 (A) Informal Review I thought is clear on how a utility company should respond to a complaint.

I'd be happy to send you a copy of the Rule as well as the two informal complaint reports I need Mr. Olsen to respond to.

Please feel free to call or email me if you have further questions.

Thanks,

Maria



# REAL ESTATE PURCHASE CONTRACT



This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

## OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 21st day of December, 2011 ("Offer Reference Date") Dustin Bates ("Buyer") offers to purchase from Dana Olsen ("Seller") the Property described below and  delivers to the Buyer's Brokerage with this offer, or  agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$1,000.00 in the form of check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage: Keller Williams Salt Lake City Phone: 801-326-8800  
Received by: \_\_\_\_\_ on \_\_\_\_\_ (Date)  
(Signature above acknowledges receipt of Earnest Money)

## OTHER PROVISIONS

1. PROPERTY: 19694 S ELKHORN CIR, Spanish Fork, Utah County, UT 84660 also described as: TAX ID 38-311-0067, City of Spanish Fork, County of Utah, State of Utah, Zip 84660 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

1.1 Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 Other Included Items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box):  washers  dryers  refrigerators  water softeners  microwave ovens  other (specify) Microwave; Range

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title.

1.3 Excluded Items. The following items are excluded from this sale: \_\_\_\_\_

1.4 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: \_\_\_\_\_

*No additional charges noted -*

2. PURCHASE PRICE. The purchase price for the Property is \_\_\_\_\_ Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

\$1,000.00 (a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non refundable.

\$To be determined (b) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer. If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.

\$ (c) Seller Financing (see attached Seller Financing Addendum)

\$To be determined (d) Balance of Purchase Price in Cash at Settlement

\_\_\_\_\_ PURCHASE PRICE. Total of lines (a) through (d)

## 3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been