

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (“Agreement”), dated as of February 5th, 2025 (the “Effective Date”), is entered into by and between HIGHLANDS WATER COMPANY, INC. (“Highlands”) on the one hand and counsel for MOUNTAIN GREEN MUTUAL WATER COMPANY and VILLAGE AT TRAPPERS LOOP LLC (collectively, “Mountain Green”) on the other. Highlands and Mountain Green are sometimes collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, in September 2023, Highlands submitted a request to the Public Service Commission (“PSC”) to update its service area boundary, which was given PSC Docket No. 23-010-01 (the “Docket”); and

WHEREAS, in November 2023, Mountain Green filed a petition to intervene in the Docket; and

WHEREAS, on November 29, 2024, PSC requested that the Division of Public Utilities (“DPU”) provide “analysis, evaluation results, and the basis for conclusions and recommendations” regarding Highlands’ amended petition to update its service area; and

WHEREAS, as part of the Action Request, DPU requested information and supporting documentation from Highlands in order to formulate its recommendations regarding the Docket; and

WHEREAS, Highlands responded to DPU’s data request, but requested that its responses and supporting documentation be redacted and/or kept confidential; and

WHEREAS, Mountain Green now desires to view the responses and supporting documentation Highlands provided to DPU, which necessitated the need for this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and in accordance with Utah Administrative Rules R746-1-601 through 605, the Parties agree as follows:

1. Pursuant to R746-1-602(1), counsel for Mountain Green is entitled to receive and review confidential information after signing this Agreement, which may include, to the extent reasonably necessary, counsel’s paralegals, administrative assistants, and clerical staff. Beyond those persons specifically listed in R746-1-602(1)(b)(i)(A)-(C), no other person shall be entitled nor permitted to receive or review Highlands’ confidential information without signing a separate non-disclosure agreement, and Mountain Green agrees that it shall not distribute the confidential information to anyone outside the scope of this rule. R746-1-602(1)(b)(i)(D).


2. Pursuant to R746-1-602(1)(c), counsel for Mountain Green acknowledges they have reviewed Public Service Commission Utah Rule R746-1-603 in Docket No. 23-010-01 with respect to the review and use of confidential information and agree to comply with the terms and conditions of the rule.
3. Pursuant to R746-1-602(2)(a), counsel for Mountain Green acknowledges, understands, and agrees that “a person, including an expert who is employed or retained by a party, may not receive confidential or highly confidential information if, in performing the person’s normal job functions, the person could use the information to the competitive disadvantage of the person providing the information.”
 - a. Specific to this Docket, counsel for Mountain Green agrees that it will not disclose Highlands’ confidential information to counsel, parties, or any individuals involved in separate, ongoing lawsuits involving Highlands, particularly Second District Court Case 240500028 involving Soderby, LLC.
4. Pursuant to R746-1-603(1), counsel for Mountain Green acknowledges, understands, and agrees not to use or disclose Highlands’ confidential information except for the purpose of the Commission proceeding in which it was obtained, provided that the use within the Commission proceeding maintains confidentiality.

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[Signature Page Follows]

DATED this 3rd day of February, 2025.


Highlands Water Company, Inc.



By: Marjalee Smith
Its: President

DATED this 5th day of February, 2025.

Parr Brown Gee & Loveless



By: Matthew Jensen
Counsel for Mountain Green