

Exhibit I

Robert G. Kuhs

From: Mike McLachlan <mike@mclachlan-law.com>
Sent: Sunday, September 27, 2015 7:12 AM
To: Robert G. Kuhs; Ted Chester
Cc: Taylor, William
Subject: RE: Draft Granite Declaration

Ted,

I have weighed in on this before and my position remains the same. The Stipulation is dispositive. If Little Rock intends to pursue this issue, it is clearly challenging Exhibit 4 and is in violation of the Stipulation. You can assume that if you pursue this in Court tomorrow, I will be standing up to make a motion that Little Rock be deemed a non-stipulator. I assume you are prepared they to fight the prescription claim and to prove up your client's water right in full.

I also assume that you have advised all of your other clients of this situation and have attempted to obtain a written waiver of the obvious conflict of interest that arises when counsel for a non-stipulating party attempts to attack a motion for judgment in which he is simultaneously representing other interested signatories. As we saw many years ago with the conflict situation involving the cadre of Lemieux firm clients, a third party does have standing to raise the conflict of interest issue. I hope that you are not planning on pursuing this strategy yourself, and have instead secured other counsel for Little Rock, but your e-mail does not address this. If you are planning to litigate this issue yourself, you should also expect me to rise and move for your exclusion based upon the conflict of interest.

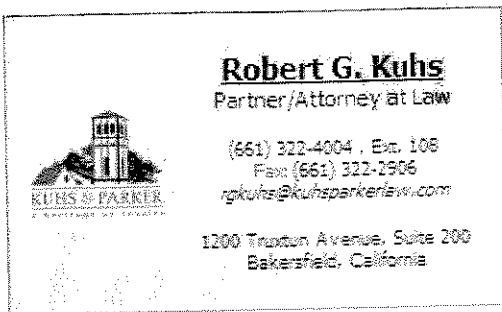
Mike McLachlan

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From: Robert G. Kuhs [mailto:rgkuhs@kuhsparkerlaw.com]
Sent: Saturday, September 26, 2015 4:45 PM
To: Ted Chester
Cc: Mike McLachlan; Taylor, William
Subject: RE: Draft Granite Declaration

Ted: The Stipulation that you and your client signed states in paragraph 2b: "The Judgment resolves all disputes in this Action among the Stipulating Parties." The language could not be any more clear. If your client no longer desires to be a Settling Party, then I suggest you alert the other parties. Granite has relied on the signature of you and your client to the Stipulation.

Robert Kuhs



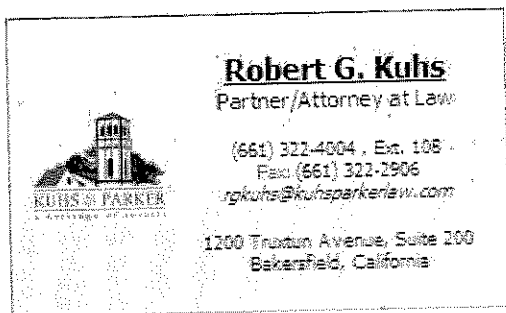
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From: Ted Chester [mailto:tchester@smilandlaw.com]
Sent: Saturday, September 26, 2015 4:38 PM
To: Robert G. Kuhs <rgkuhs@kuhsparkerlaw.com>
Subject: RE: Draft Granite Declaration

Both of our clients are shown for a single line item. The issue of title was not resolved.

From: Robert G. Kuhs [mailto:rgkuhs@kuhsparkerlaw.com]
Sent: Saturday, September 26, 2015 4:34 PM
To: Ted Chester
Subject: RE: Draft Granite Declaration

Ted: I recall the court's minute order. And then one week later you delivered your clients signatures to the stipulation, resolving all claims to groundwater.



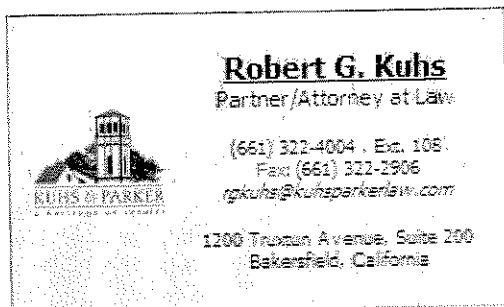
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From: Ted Chester [mailto:tchester@smilandlaw.com]
Sent: Saturday, September 26, 2015 4:17 PM
To: Robert G. Kuhs <rgkuhs@kuhsparkerlaw.com>
Subject: RE: Draft Granite Declaration

I don't know how or why you thought this was "put to bed." The court's January 7, 2015 minute order specifically reserved it.

From: Robert G. Kuhs [<mailto:rgkuhs@kuhsparkerlaw.com>]
Sent: Saturday, September 26, 2015 4:12 PM
To: Ted Chester
Subject: RE: Draft Granite Declaration

Ted, I and others disagree with your last statement. The Stipulation resolves all claims with respect to Groundwater in the AVAA and the Settling Parties have agreed to cooperate with respect to proving-up the Proposed Judgment and Physical Solution. I thought this had been put to bed, but if you think it is still an issue, then I suggest we alert the other parties.



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From: Ted Chester [<mailto:tchester@smilandlaw.com>]
Sent: Saturday, September 26, 2015 4:07 PM
To: Robert G. Kuhs <rgkuhs@kuhsparkerlaw.com>
Subject: RE: Draft Granite Declaration

Robert,

I don't have any comments regarding the McCracken Declaration, except to note that there is a May 2013 date on page 5 which appears to be a typo. I will send it to George Lane for his review, but I may not hear back until Monday. As you know, the issue regarding title to the water rights associated with the land leased to Granite by Little Rock Sand and Gravel, Inc. remains reserved and undetermined, and my client reserves the right to question the statements made in the declaration in the event the issue is not ultimately resolved by settlement between our respective clients.

Ted

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