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Division of Water Resources

SUMMIT Co AGREEMENT

DP *Wassada Springs*

RECORD DEED ACT

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This Agreement entered into this 14th day of April, 1975, by and between the State of Utah, acting through the BOARD OF WATER RESOURCES, First Party, sometimes referred to herein as the STATE, and the WOODLAND MUTUAL WATER COMPANY, a corporation organized under the Laws of the State of Utah, Second Party, sometimes referred to herein as the WATER COMPANY:

W I T N E S S E T H

THAT WHEREAS, the STATE desires to promote a water conservation project consisting of developing springs, install chlorinator, and constructing a 100,000 gallon storage reservoir; 18,000 linear feet of 8-inch, 6-inch, 4-inch, and 3-inch PVC and AC pipeline; 16 fire hydrants and 55 new service connections with water meters, in the culinary water system; and

WHEREAS, it is the desire of the WATER COMPANY to enter into a contract with the STATE, for a consideration to be hereinafter provided, and to use the water developed by the aforesaid project, and as the WATER COMPANY has the available manpower and facilities necessary to construct the aforesaid project, and is ready, willing, and able to enter into a contract for such purpose;

NOW, THEREFORE, the Parties hereto enter into this Agreement and make the following Assignments:

1. The WATER COMPANY hereby agrees to convey, grant, and warrant to the STATE, title, in fee simple, as required to the real estate upon which the structures are to be constructed; and further agrees to convey, grant, and warrant to the STATE, title to such easements and rights-of-way as shall be necessary to enable the STATE to construct, maintain, and operate said project; and further agrees to grant and convey to the STATE an easement to use any and all of the WATER COMPANY'S facilities in the distribution system located in Sections 2, 3, 11, and 12, T3S, R6E, SLB&M.

2. The WATER COMPANY hereby agrees to convey, assign, and warrant to the STATE, all right, title, and interest which it has or may have, to the right to the use of the water which shall be developed or conveyed through the use of the aforesaid project, and particularly a portion of the decreed right from the Provo River Decree in the Fourth Judicial Court of the State of Utah in and for Utah County, Provo Reservoir Company, Plaintiff, vs. Provo City, etal, Defendants, Civil Case No. 2888, dated May 2, 1921, C. W. Morse, Judge, Award No. 48, page 37, paragraphs (h) (o) (s) (t) (x) (ai) (al) (ao) (ar) (as) (aw) (bb) (be) and (bj), also, Change Application No. a-7490 (55-Decree) for 1.0 cfs for domestic and stock watering use in approved and on file in the Division of Water Rights.

3. The WATER COMPANY recognizes as valid the conveyance of easements and rights-of-way executed by various owners of the land to the STATE, and agrees that all performance by the WATER COMPANY under this contract shall be subservient to, and in recognition of, the aforesaid rights of the STATE in and to the aforesaid easements and rights-of-way.

4. The WATER COMPANY agrees to supply the necessary manpower and facilities and agrees to complete the construction of the aforesaid project at a cost in accordance with plans, specifications, and work items, a copy of which is hereby incorporated by reference and made a part hereof.

5. The STATE agrees to pay to the WATER COMPANY Seventy-Five Percent (75%) of the total cost of constructing the project, but in no event shall the amount paid by the STATE exceed One Hundred Twenty-Seven Thousand Six Hundred Fifty Dollars (\$127,650.00) and the WATER COMPANY shall itself pay for all costs in excess of the amount paid by the STATE. The WATER COMPANY agrees and undertakes

BOOK 69 PAGE 436

to construct to completion as designed and specified the aforesaid project in all events, regardless of unforeseen contingencies and agrees to pay all costs in excess of the aforesaid amount paid by the STATE.

6. It is further agreed that the STATE shall pay Ninety Percent (90%) of the amount payable by the STATE to the WATER COMPANY upon the presentation by the WATER COMPANY to the STATE of a certified statement of the payment requirement which shall be in the nature of a partial estimate of the work completed to date by the WATER COMPANY on each work item. The Ten Percent (10%) withheld as above set forth will become due and payable to the WATER COMPANY with, and as a part of, the final payment to be made by the STATE upon completion of the project, and its inspection and acceptance by an engineer designated by the STATE.

7. It is further agreed that the WATER COMPANY shall complete the construction of the project on or before December 1, 1975, and that title to the entire project, including all appurtenant facilities and water rights shall immediately vest in the STATE. It is also agreed that this contract shall not become binding upon the STATE until it has been signed by all persons and agencies required by law, and that the STATE shall not become liable to the WATER COMPANY for any commitments made by the WATER COMPANY until this contract has been completed.

8. The STATE agrees to sell, and the WATER COMPANY agrees to purchase, the land, easements, rights-of-way, water rights, the constructed works, and all appurtenant facilities acquired by the STATE in this Agreement and Assignments at a total purchase price defined to be the combined total of all funds paid by the STATE to the WATER COMPANY for the construction of the project, but not to exceed One Hundred Twenty-Seven Thousand Six Hundred Fifty Dollars (\$127,650.00) plus all expense incurred by the STATE for the investigation, engineering, and inspection of the project, and to be determined by the STATE upon completion of the project. The purchase price shall be payable over a period of time in annual installments of Six Thousand Dollars (\$6,000.00) or more, per year, of the total purchase price defined above, without interest, plus Sixty Dollars (\$60.00) or more, per year, for each additional service connection in excess of 55 connections.

9. The first annual installment of Six Thousand Dollars (\$6,000.00) or more, of the total purchase price, as defined above, shall become due and payable on the First day of December, 1976, and a like sum, or more, shall be due and payable on the First day of December of each and every year thereafter until the full purchase price, as defined above, shall have been paid in full; said sums shall be payable at the office of the DIVISION OF WATER RESOURCES and the first monies received by the STATE under the terms of this contract will be applied against the indebtedness incurred by the STATE for investigation, engineering, and inspection until fully paid, and any residue will be applied to funds paid by the STATE for the construction of the project. Delinquent payments shall bear interest at a rate of Ten Percent (10%) per annum.

10. All payments made by the STATE to the WATER COMPANY under this Agreement shall be made payable to WOODLAND MUTUAL WATER COMPANY, and mailed to Deloy Bisel, President, R.F.D., Kamas, Utah 84036, or such person as may hereafter be designated by the WATER COMPANY.

11. During the period of such purchase under this contract, provided the WATER COMPANY is not delinquent in any manner, the WATER COMPANY shall have and is hereby given the right to use the STATE's water rights, and all facilities constructed thereunder. During the life of this Agreement, the WATER COMPANY agrees to assume, at the WATER COMPANY's expense, the full and complete obligation of maintaining the constructed works, and other facilities, and of protecting all water rights from forfeiture.

12. In order to secure the payment of the aforesaid purchase price, it is hereby expressly agreed that the STATE may require the WATER COMPANY to assess all outstanding shares of their stock for the full amount of any delinquencies in the aforesaid purchase installments. It is further agreed by the WATER COMPANY that

BOOKM69 PAGE 437

it will not incur any mortgages or encumbrances, other than those already acquired by it, on any of its property, real or personal, without first securing the written consent of the STATE. It is further agreed that the WATER COMPANY will not incur any indebtedness whatsoever for a principal sum in excess of Twenty Thousand Dollars (\$20,000.00) without first procuring the written consent of the STATE. The remedies herein provided shall be deemed cumulative and not exclusive.

13. The WATER COMPANY hereby warrants the STATE that the construction of the project will not interfere with existing water rights. If the project herein described shall give rise to a claim, or cause of action to any holder of any water rights because of the interference with such rights by the operation of the aforesaid project, then the WATER COMPANY hereby agrees to indemnify the STATE to the extent of such claim or cause of action.

14. If either party to the contract violates any of the conditions or covenants made herein, the other may give written notice of such breach or failure, and if the same shall not be cured within Ninety (90) days after such notice, the other may declare the contract forfeited and may proceed to its remedies at law for such breach.

15. The WATER COMPANY hereby agrees to assume the full obligation for any claim or liability for any injury or death of persons, or for any property loss or damage that may arise from the construction and from the operation of this project for the STATE; and further, the WATER COMPANY agrees to hold the STATE immune for all such claims for damages, injury or death of persons during the life of this Agreement.

16. After the WATER COMPANY shall have paid in full the purchase price as defined above, the STATE shall execute such deeds and bills of sale as will be necessary to revest the same title to the aforesaid property and water rights in the WATER COMPANY.

17. This Agreement, or any part thereof, or the benefits to be received under this Agreement, may not be the subject of any assignment to any person, firm or corporation, by the said WATER COMPANY, without first having secured the written consent of the STATE to any such proposed assignment or disposition of this Agreement.

IN WITNESS WHEREOF, the State of Utah, acting through the BOARD OF WATER RESOURCES, Party of the First Part, has caused these presents to be signed by the Chairman and Director of the said BOARD OF WATER RESOURCES by authority of a resolution of said BOARD; and the WOODLAND MUTUAL WATER COMPANY, Party of the Second Part, has caused these presents to be signed and executed on its behalf by Deloy Bisel, its President, and Almada McAffee, its Secretary, by a resolution of its stockholders at a meeting held September 5, , 1974.

APPROVED:
BOARD OF EXAMINERS--STATE OF UTAH

Governor
Joseph L. Miller
Secretary of State
Carl
Attorney General

APPROVED
AS TO AVAILABILITY OF FUNDS:

W. Green
Budget Officer

APPROVED:

Kenneth J. Hansen
Director of Finance

BOARD OF WATER RESOURCES

Marion Alford
Chairman
Samuel Lawrence
Director

WOODLAND MUTUAL WATER COMPANY

David De Loy Bisel
President
Almada McAffee
Secretary

APPROVED AS TO FORM:
Date

D. W. Jensen
Assistant Attorney General

APPROVED
BOARD OF EXAMINERS

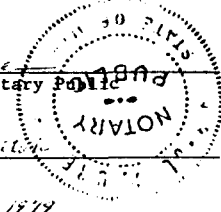
Harold R. Hinton
MAY 28 1975
CLERK

BOOK M69 PAGE 438

STATE OF UTAH I
 : ss
County of I

On the 8TH day of May, 1975, personally appeared before me David DeLoy Bisel and Almeda McAfee, who being by me duly sworn, did say that they are the President and Secretary, respectively of the WOODLAND MUTUAL WATER COMPANY, and that the said instrument was signed in behalf of said corporation by authority of a resolution of its stockholders, and said David DeLoy Bisel and Almeda McAfee acknowledged to me that said corporation executed the same.

Almeda McAfee
Notary Public
Residing at: Kama, Utah
My Commission Expires: February 2, 1977

A circular notary seal for Almeda McAfee, Notary Public, Kama, Utah. The seal contains the text "NOTARY PUBLIC" and "KAMA, UTAH" around the perimeter, with "1975" in the center.

BOOK 69 PAGE 439