

**CANYON VIEW PARK WATER PURCHASE AGREEMENT
BETWEEN THE METROPOLITAN WATER DISTRICT
OF SALT LAKE CITY AND UTAH COUNTY**

This Agreement is entered into and effective this 6th day of May, 1998, between the Metropolitan Water District of Salt Lake City, a metropolitan water district of the State of Utah (hereinafter "MWD") and Utah County, a body politic of the State of Utah (hereinafter "County").

RECITALS

A. **The MWD is the owner of the right to use a part of the water supply held in storage in Deer Creek Reservoir and rights in the Provo River.**

B. From time to time the MWD has surplus water available in excess of that needed to satisfy the preferential rights of MWD's two member cities (Salt Lake City and Sandy City) and other existing and future contractual obligations.

C. The County owns a public park known as the Canyon View Park located adjacent to the Provo River in the mouth of Provo Canyon within Section 6, Township 6 South, Range 3 East, Salt Lake Base & Meridian (see attached Vicinity Map). The County desires to purchase surplus water from MWD for irrigation use at that park.

AGREEMENT

1. Water Rate. The rate charged by the MWD for untreated surplus water under this Agreement will be determined annually by the MWD. The initial rate which will apply upon signing this Agreement shall be \$85 for each acre foot of water diverted from the Provo River by the County. The MWD will provide written notice to the County of any changes in the water rate sixty (60) days prior to the effective date of the rate change.

2. Payment Terms. The MWD will invoice the County periodically for the quantity of water diverted from the Provo River by the County during the billing period. Payment shall be due within thirty (30) days of the date of the invoice. The quantity of water shall be measured at a meter located near the point of diversion. The County will provide unrestricted access to MWD to inspect and read the meter.

3. Ownership, Operation, Repairs and Replacement of Water Delivery Facilities. The County will prepare plans and specifications for all improvements necessary to pump the water from the Provo River, measure the water, and deliver the water to the point of use. The plans and specifications will be delivered to MWD prior to construction for review and approval by MWD. All facilities constructed under this Agreement shall be owned, operated, maintained, and repaired by the County without cost to MWD.

4. Surplus Water. The right to purchase is at all times subject to and conditioned on a determination by MWD that it has water surplus to the needs of its member cities and other existing future contractual obligations. The MWD is not willing to guarantee that surplus water will be available for purchase under this Agreement. The MWD reserves the complete discretion to determine from time to time the proper allocation of its water supply among its member cities and other customers as it determines will best serve the interests of the MWD. The MWD shall in no way be liable to the County if the exercise of that discretion results in a partial reduction or total elimination of surplus water. The MWD will notify the County in writing thirty (30) days in advance of water reductions to the give the County the opportunity to locate an alternative water supply.

5. No Warranties as to Quality or Fitness of the Water. The surplus water shall be untreated when delivered from the Provo River for use by the County. The County agrees to accept the water as is. The County shall hold the MWD harmless, indemnify and defend the MWD from any and all liability, damages, claims, or demands which may result from water quality claims resulting from the diversion and use of water under this Agreement.

6. Notices. Any notice, demand or request authorized or required by this Agreement shall be deemed to have been given when mailed, postage prepaid or hand delivered, to the following addresses:

Metropolitan Water District of Salt Lake City
Attention: General Manager
170 South Main Street, Suite 650
Salt Lake City, Utah 84101

Utah County
Attention: Director of Public Works
2855 South State
Provo, Utah 84606

The designation of the addressee or address given above may be changed by written notice in the manner provided in this paragraph.

7. Complete Agreement. This Agreement constitutes the full and complete agreement between the parties and shall supersede any prior discussions or agreements related to the subject matter covered in this Agreement.

8. Assignment. This Agreement is intended to apply only between the parties and only for use of water in connection with the Canyon View Park. This Agreement may not be assigned by the County to another party without the express written consent of the MWD.

9. No Third-Party Beneficiaries. The terms and conditions of this Agreement are intended to benefit only the MWD and the County, and nothing shall be construed to create third-party beneficiary rights in a person or entity not a party to this Agreement.

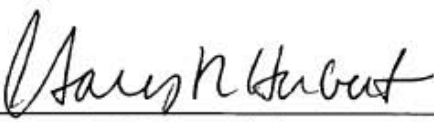
10. Termination. This Agreement shall remain in force and effect unless terminated in writing by either party. The Agreement may be terminated by either party without liability or costs to the other upon six months written notice.

DATED this 6th day of May, 1998.

METROPOLITAN WATER DISTRICT
OF SALT LAKE CITY

By 
N. P. Sefakis, General Manager

UTAH COUNTY

By 
Gary R. Herbert, Chairperson
Board of County Commissioners

VICINITY MAP

