

AGREEMENT BETWEEN METROPOLITAN WATER DISTRICT OF
SALT LAKE CITY AND B.Y.U. ALUMNI ASSOCIATION

FOR THE SALE AND USE OF UNTREATED SURPLUS WATER

11-365
This agreement made and entered into this 23rd day of
February 19 81, by and between METROPOLITAN WATER DISTRICT OF
SALT LAKE CITY, organized and existing under the laws of the State of
Utah, hereinafter styled "District", and B.Y.U. ALUMNI ASSOCIATION
having their principal office in Utah County, State of Utah,
hereinafter styled "Purchaser".

W I T N E S S E T H:

WHEREAS, Purchaser desires to divert and use water from sources
within the Provo River Drainage in Utah County, Utah, at or near the
following locations:

5 7
The Aspen Grove Spring situated in the Northwest Quarter
of the Northwest Quarter of Section 10, Township 5 South,
Range 7 East, Salt Lake Base & Meridian

WHEREAS, it is anticipated that the District will from time to
time have surplus waters available over and above those required to meet
its obligations to Salt Lake City and other contract purchasers, which sur-
plus waters can be made available for release from Deer Creek Reservoir
into the Provo River system to replace the waters proposed to be diverted
and used by Purchaser from the sources hereinabove described;

NOW THEREFORE, it is mutually understood and agreed by and be-
tween the parties hereto as follows:

1. SALE OF WATER. The District, for the price and on the terms
and conditions hereinafter specified, hereby agrees to sell 5 acre feet
annually of untreated surplus water to be made available in the manner and
at the place as hereafter provided, and Purchaser agrees to purchase said

5 acre feet annually of untreated surplus water so made available to it.

2. TERM OF SALE OF WATER. The term of this Agreement shall be for five calendar years beginning with the calendar year 1982 and ending with the calendar year 1986 ; provided, however, that the term may be extended for successive five year periods or less upon the written consent of both parties, it being understood that the price of the water may be renegotiated at the expiration of the first five year term and successive terms if so extended.

3. PRICE OF WATER. Purchaser agrees to pay to the District the sum of Thirty Dollars (\$30.00) per acre foot for the water made available to Purchaser by the District, payable in advance of each ensuing calendar year whether Purchaser uses all, part or none of the quantities of water made available to it by the District; provided, however, that in the event the District does not make available to Purchaser during any calendar year the full amount of water hereinabove specified Purchaser shall be obligated to pay the District for only such quantity of water actually made available to it at the rate of Thirty Dollars (\$30.00) per acre foot, whether Purchaser uses the whole of such quantity made available to it or not.

4. AVAILABILITY OF WATER. The waters herein provided for shall be subject to the preferential right of Salt Lake City to purchase water from the District's water supply and shall at all times be subject to shortages resulting from drouth, acts of God, and conditions beyond the control of the District, it being understood and agreed that the District's obligation to made water available to Purchaser herein shall at all times be limited to such quantities, if any, which the District in its judgment can make available to Purchaser in accordance with the terms and conditions hereof.

5. DELIVERY OF WATER. Subject to the provisions of the preceding paragraph 4, the District shall make the waters covered hereby available to Purchaser at Deer Creek Reservoir for release therefrom as directed by the Utah State Engineer or his authorized representatives. Purchaser shall have the obligation to make the necessary arrangements with the Utah State Engineer for the release of such waters and to pay all costs and expenses of administration and distribution thereof without cost to or obligation by the District, and the District shall have no obligation to provide any works or facilities of any type, nor measuring devices relating to the Distribution and delivery of the waters herein provided for.

Purchaser shall have no right to store any water in Deer Creek Reservoir nor to hold over or accumulate water from year to year, nor to sell or rent any of the waters made available to it by the District to persons or for uses other than the domestic and irrigation uses as hereinabove described.

6. FACILITIES OF PURCHASER. Purchaser shall construct, operate and maintain its own diversion works and facilities and measuring devices or meters relating to its use of the waters within the Provo River drainage without cost or obligation to the District. The measuring devices or meter shall be installed as required by the Utah State Engineer and shall accurately measure the water diverted and used by Purchaser. Purchaser shall make the necessary arrangements for the distribution and use of said waters and shall bear all costs and expenses relating thereto.

7. PAYMENT AND TERMINATION. During the term of this Agreement the District shall send written notice to Purchaser on or about the 1st day of December of each year, stating the quantity of water which the District shall make available to Purchaser during the next ensuing calendar year and the amount of money to be paid therefor by Purchaser pursuant to

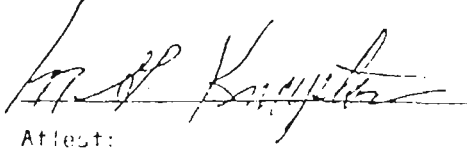
received by the District within thirty (30) days from the date of the notice, and in no event later than the 31st day of December, otherwise this Agreement shall thereupon terminate and cease and shall have no further force or effect, and the commitment of the District to make water available thereafter shall be cancelled without liability to the District or further notice to Purchaser. In such event all rights of Purchaser to the use of any water within the Provo River Drainage based upon this Agreement shall terminate and cease, and Purchaser shall file with the Utah State Engineer forthwith a written withdrawal of any Application filed in the office of the Utah State Engineer to divert or use water pursuant to this Agreement.

8. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto, but neither this Agreement nor any assignment or transfer of this Agreement or any part thereof or interest therein shall be valid unless approved in writing by both parties hereto.

9. NOTICE. Any notice herein required to be given to the parties, shall be sufficiently given if sent by registered mail addressed to Purchaser at President Fred A. Schwendiman, B.Y.U., C-327 ASB, Provo, UT 84602 and to District at 704 Tribune Building, Salt Lake City, Utah 84111, or such other address as may be communicated by the respective parties in writing. Notice shall be effective notice as of the time the same is deposited in the United States mail or upon the actual receipt thereof if delivered other than by mail.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and signed the day and year first above written.

Attest:



Attest:

METROPOLITAN WATER DISTRICT OF
SALT LAKE CITY

By 
Its/Manager

PURCHASER
B.Y.U. ALUMNI ASSOCIATION

