**WATER SUPPLY AGREEMENT BETWEEN COLE CANYON WATER COMPANY AND WEBER COUNTY**

This Agreement is entered into by Cole Canyon Water Company (“CCWC”) and Weber County (“the County”), a political subdivision of the State of Utah, effective October 26, 2021.

WHEREAS, the County and CCWC’s predecessor entered into an Agreement on 17 July 1980, to facilitate the development of water rights owned by CCWC related to certain springs located on land owned by the County for the purposes of residential and irrigation use and to secure a supply of culinary water for the County’s North Fork Park, and;

WHEREAS, the springs were successfully developed by the parties, and have supplied culinary and irrigation water to the shareholders of CCWC and the North Fork Park for more than forty (40) years, and;

WHEREAS, the parties wish to continue their cooperative effort into the future, and;

WHEREAS, each of the parties have partially performed, but neither of the parties have fully performed their obligations under the 1980 agreement, and;

WHEREAS, the County desires to secure a future supply of year-round water, and;

WHEREAS, there have been significant changes in the requirements and regulations imposed by the Environmental Protection Agency and the Utah Division of Drinking Water since 1980 which have increased and will continue to increase CCWC’s operating costs, and;

WHEREAS, CCWC has incurred significant costs to upgrade it water collection system and expects to incur additional costs in the future, and;

WHEREAS, the County has benefitted and will benefit in the future from the improvements made by CCWC, and;

WHEREAS, the terms of the 1980 agreement are insufficient to govern the relationship of the parties into the future, given the significant changes in circumstances;

NOW THEREFORE, the parties desire to enter into a new Water Supply Agreement as follows:

1. Complete Agreement

This agreement replaces and supersedes all previous agreements, written or oral, between the parties on this subject and is binding on the successors and assigns of the parties. This agreement may only be changed, modified, or amended by written agreement signed by the parties.

1. Permanent Easements

CCWC is granted and the County agrees to prepare, execute, and record a permanent easement for ingress and egress by CCWC and its designees for the construction, maintenance, service, and inspection of CCWC’s water system as follows:

* 1. An area ten (10) feet on either side of a center line which follows the course of all CCWC pipelines on County property.
	2. An area fifty (50) feet outside of and including around all construction areas, all reservoirs, diversion outlets, and the collection system at the spring.
	3. Fencing for source-protection purposes may be installed up to 100 feet around the collection system at the spring.
	4. Within a reasonable time following completion of construction or other work associated with the water system, CCWC shall restore the surface, including trail restoration, of the disturbed area as near as practicable to its original condition.
	5. Unless immediate repair work is needed, CCWC shall provide at least three days written notice before entering North Fork Park to perform work associated with the water system.
	6. The County will inform Ogden Nordic of CCWC’s right of winter access, including by snowmobile or other means, and provide five (5) access passes for CCWC use.

1. Future Development

Nothing contained in this Agreement is intended to preclude the future development by CCWC of any other spring or water source located west (up canyon) from the existing spring in the Cold Canyon area. The County agrees to provide access to spring locations. The County agrees to grant easements for spring sites and pipeline courses utilized by any future water system development in accordance with the standards set forth herein. CCWC agrees to repair and restore any property disturbed by any future development and maintenance thereof to substantially the same condition as existed prior to construction, excepting any obligation to revegetate any disturbed property beyond grass reseeding. Easements for future development would be granted after all applicable State and Federal approvals have been granted.

1. Indemnity

The County agrees to indemnify and hold CCWC harmless from any claims, liabilities, or suits arising out of or related to the County’s acts or omissions. CCWC agrees to indemnify and hold the County harmless from any claims, liabilities, or suits arising out of or related to CCWC’s acts or omissions.

1. Water Rights to the County

CCWC agrees to grant the County rights to CCWC water, under the following conditions:

* 1. The County is entitled to a maximum continuous flow of 14 gpm of culinary water from 1 May to 31 October each year taken from an existing diversion point located northwest of the County’s holding tank.
	2. CCWC grants the County rights to an additional, future connection, providing 2 gpm of year-round culinary water to be taken from a diversion point located on the main CCWC pipeline in the immediate vicinity of the North Fork Park South Gate. Once the County connects to the water system for year-round water, its seasonal allocation of water shall be reduced to 10 gpm.
	3. At the time of connection, the County will install and pay the costs of the new connection and meter.
1. Infrastructure Improvements and Year-Round Water Access

The County shall pay $40,000 to CCWC within 30 days of the date of this Agreement as a portion of the funds expended by CCWC to upgrade, improve, and further develop its water collection and treatment infrastructure and for access to year-round water as granted herein.

1. Regulation and Priority

CCWC shall maintain the right to determine and control delivery of water to the County, subject to this Agreement. The County’s right to use CCWC water will be subject to reasonable rules to be applied to promote the beneficial use and conservation of water. In the event of a water shortage, up to 50 CCWC shareholders and fire protection requirements will be given priority.

1. Emergency Response

CCWC will provide the County with an emergency contact list and will make every reasonable effort to respond and address any issues experienced by the County related to the supply of CCWC water as expeditiously as possible.

1. No Third Party Beneficiaries

This Agreement is entered into solely for the benefit of the parties. It is not intended to, and does not give or create any rights to or in any person, other than the parties hereto.

AGREED:

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 WEBER COUNTY DATE

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 COLE CANYON WATER COMPANY DATE