

**PURCHASE OF WATER FROM RANCH 77 L.C.
FOR TOOELE COUNTY LANDFILL
(REPLACES COUNTY CONTRACT #18-10-05)**

AGREEMENT dated this 1st day of August, 2023, and between Tooele County, a political subdivision of the State of Utah ("County"), and Ranch 77 L.C. ("Ranch 77").

WHEREAS, Tooele County and Ranch 77 previously entered County Contract #18-10-05, dated September 13, 2018, for the sale and purchase of water; and

WHEREAS, County Contract #18-10-05 expired on June 30, 2023; and

WHEREAS, County continues to need water for use at the Tooele County landfill and Ranch 77 continues to have excess water available; and

WHEREAS, the parties wish to enter into this Agreement for the continuing sale and purchase of water;

NOW, THEREFORE, the parties mutually agree as follows:

1. Ranch 77 will sell to County, and County will purchase from Ranch 77, water for use at the landfill.
2. The water used by County will be measured by a water meter installed on the water line at the landfill. County will pay a base amount of \$350 per month for the first 15,000 gallons used each month. For amounts over 15,000 gallons per month, County will pay \$7 per 1,000 gallons. County will prepare and send an itemized invoice along with payment by the 20th day of each month. County will pay a late fee of \$50 for each payment not timely paid.
3. The first two dollar amounts specified in Paragraph 2 will adjust annually as follows: Commencing July 1, 2024, and each July 1 thereafter, the amounts will be adjusted according to the CPI-U using the unadjusted percent change for all items for the period from March of the prior year through March of the then current year.
4. This Agreement shall be in effect from July 1, 2023 through June 20, 2026, unless terminated earlier by either party, with or without cause, upon 60 days written notice to the other party.
5. The water that County is purchasing in this Agreement is water from the Honorine tunnel. Ranch 77 has a higher priority obligation to sell water from the Honorine tunnel to another entity. Ranch 77's obligation to sell water to County is contingent upon, and limited to, excess water from the Honorine tunnel.

6. Notices required by this Agreement shall be mailed via postage prepaid first-class mail to the parties at the following addresses, or to such other address as each party may designate in writing.

Tooele County:
Tooele County Manager
47 South Main Street
Tooele, Utah 84074

Ranch 77:
Ken Hansen
2694 Oakwood Drive
Bountiful, UT 84010

7. This Agreement may only be amended, modified, or supplemented by written amendment signed by the parties.

8. This Agreement constitutes the entire agreement between the parties. All other agreements, promises and representations with respect to the subject(s) of this Agreement, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this Agreement.

9. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

10. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, war or pandemic beyond that party's reasonable control.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and their respective legal representatives. However, neither party may assign its rights or obligations under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld.

12. In the event of default by either party hereto, the defaulting party shall pay all costs and expenses of the non-defaulting party, including reasonable attorneys' fees, incurred by the non-defaulting party in enforcing its rights and remedies resulting from such default.

13. Because the term of this Agreement extends beyond the current fiscal year, continuation of this Agreement is contingent on the appropriation and availability of funds, as determined in good faith by the Tooele County Council. If funds are not appropriated or available, either party may terminate this Agreement pursuant to Paragraph 4.

14. County is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act ("the Act"), Title 63G, Chapter 7, Utah Code. County does not waive any procedural or substantive defenses or benefits provided or to be provided by the Act or comparable legislative enactment, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments.

TOOELE COUNTY:



James A. Welch
Tooele County Manager

RANCH 77 L.C.:



Ken Hansen

APPROVED AS TO FORM:



Colin Winchester
Deputy County Attorney