



**NOTICE OF A SPECIAL MEETING  
OF THE  
PLEASANT GROVE CITY COUNCIL**

Notice is hereby given that the Pleasant Grove City Council will hold a Special Meeting on Thursday March 21, 2024 at 08:30 a.m. in the Community Room 108 S 100 E. Pleasant Grove, Utah.

**1. CALL TO ORDER.**

- 2.** To consider for adoption a Resolution (2024-17) of the Governing body of Pleasant Grove City Ratifying the Purchase Agreement with Stanley Hanson as Trustee of the Stanley Charles Hanson Revocable Trust dated 12/22/2015 to purchase real property located generally at 420 North 600 West, Pleasant Grove, Utah and providing for an effective date.

*Presenter: Attorney Petersen*

- 3.** To consider for adoption a Resolution (2024-18) of the Governing body of Pleasant Grove City Authorizing the Mayor Pro-Tem to sign a Water Reuse Agreement with Timpanogos Special Service District (TSSD) and American Fork City, Lehi City, Cedar Hills, Alpine, Highland City, and Pleasant Grove City regarding a water Reuse Project that will allow water treated at TSSD to be used in Member Cities' secondary water systems, if available, upon certain terms and conditions. *Presenter: Attorney Petersen*

**4. ADJOURN.**

**CERTIFICATE OF POSTING:**

I certify that the above notice and agenda was posted in three public places within the Pleasant Grove City limits, City Hall, Library and Community Room 108 S 100 E. Agenda also posted on State (<http://pmn.utah.gov>) and City websites ([www.plgrove.org](http://www.plgrove.org)).

/s/ Wendy Thorpe Thorpe, City Recorder

Date: March 20, 2024

Time: 8:20 am

**RESOLUTION NO. 2024-17**

**A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY RATIFYING THE PURCHASE AGREEMENT WITH STANLEY HANSON AS TRUSTEE OF THE STANLEY CHARLES HANSON REVOCABLE TRUST DATED 12/22/15 TO PURCHASE REAL PROPERTY LOCATED GENERALLY AT 420 NORTH 600 WEST, PLEASANT GROVE, UTAH AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Stanley Hanson, Trustee of the Stanley Charles Hanson Revocable Trust (Seller) is the owner of certain real property situated in Utah County, State of Utah, located approximately 600 West 420 North, Pleasant Grove, Utah, 84062 Parcel No. 14:025:0016 (the "*Property*"); and

**WHEREAS**, City (Buyer) desires to acquire the Property as more particularly described in the Purchase Agreement, (the "Sale Parcel") for public purposes, including, but not limited to, a storm drain detention facility and sports fields; and

**WHEREAS**, the parties have obtained an appraisal conducted by a certified real estate appraiser and a realtor's opinion of cost; and

**WHEREAS**, the parties have reached agreement as to the Fair Market Value of the Sale Parcel; and

**WHEREAS**, the parties hereto have negotiated and agreed to the terms of the purchase and sale of the Sale Parcel; and

**WHEREAS**, Seller desires to sell to City, and City desires to purchase from Seller, the Sale Parcel, on the terms, conditions, and provisions hereinafter set forth.

**WHEREAS**, said sale parcel contains approximately .34 acres of real property; and

**WHEREAS**, the City Council has been advised of the proposed terms of the Purchase Agreement and is in agreement with the proposed terms and conditions; and

**WHEREAS**, time is of the essence and the purchase agreement was signed by the City Administrator in order to commence title search and closing activities; and

**NOW, THEREFORE, BE IT RESOLVED** by the Pleasant Grove City Council, Pleasant Grove, Utah as follows:

**SECTION 1.**

The Mayor and City Council hereby ratify and approve the Real Estate Purchase Agreement with Stanley Hanson, to purchase .34 acres of real property located at approximately 600 West 420 South., Pleasant Grove, Utah. A legal description of said parcel is more particularly described in

the Purchase Agreement which is attached hereto and incorporated herein as Exhibit "A."

**SECTION 2.**

The Finance Director, Denise Roy, is authorized to execute all closing documents related to said sale and to supervise said closing on the property.

**SECTION 3.**

The provisions of this Resolution shall take effect immediately.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH**

this, \_\_\_\_\_ day of March, 2024

\_\_\_\_\_  
Mayor Pro-Tem

ATTEST:

(SEAL)

\_\_\_\_\_  
Wendy Thorpe, City Recorder, CMC

## REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT ("Agreement") is entered into this day of February, 2024 by and between STANLEY HANSON, as Trustee of the Stanley Charles Hanson Revocable Trust dated 12/22/15 ("Seller"), and PLEASANT GROVE CITY, ("Buyer").

WHEREAS, Seller is the owner of certain real property located in Utah County, State of Utah, which property includes a home, sheds and personal property, located at 420 North 600 West, Pleasant Grove, UT 84062 (the "Property");

WHEREAS, Buyer desires to purchase the real property, and to raze and remove the home and sheds;

WHEREAS, the parties desire to set forth the rights of the parties in the attached buildings and the personal property presently on the Property, and to set forth in writing the obligations and rights associated with the Sale; and

WHEREAS, Seller desires to remove personal property prior to closing, at his expense, and Buyer desires to raze the home and sheds, at its expense;

NOW, THEREFORE, in consideration of the above, and of the mutual covenants herein contained, and other good and valuable consideration the sufficiency of which is hereby acknowledged and accepted, it is agreed as follows:

1. SALE OF PROPERTY. Seller, hereby sells, pursuant to the terms of this agreement, to Buyer, certain land, Seller now has or may obtain in the future on a parcel of land, located at 420 North 600 West, Pleasant Grove, UT 84062, in Utah County, State of Utah, and as is more fully described as follows:

Parcel # 14:025:0016

Legal Description: Commencing 22 chains West and 8.5 chains South of the Northeast corner of the Southwest quarter of Section 20, Township 5 South, Range 2 East, of the Salt Lake Base and Meridian, and running thence East 9 rods; thence South 6 rods; thence West 9 rods; thence North 6 rods to the place of beginning.

Area .34 of an acre

2. PURCHASE PRICE. Buyer agrees to pay to Seller the sum of FIVE HUNDRED AND FORTY THOUSAND dollars (\$540,000.00) at the time of the Closing. (Price for real property \$490,000.00 plus \$50,000.00 for relocation expenses).

3. CLOSING. The closing of this sale shall take place on the \_\_\_ day of \_\_\_\_\_, 2024. Seller represents and hereby discloses that there is no indebtedness on the Property and the parties agree that the entire Purchase Price may be released directly to Seller at the time of Closing, unless a title insurance policy, to be purchased by Seller, at Seller's expense, reveals any indebtedness or encumbrance that must be removed or paid from funds due at Closing. Seller agrees obtain the title

report at least two weeks prior to Closing and transmit notice of any such encumbrance that needs to be released or any encumbrance or indebtedness that it expects to be paid at the closing.

Seller or his agents or representatives, heirs, or designees, shall execute and deliver a warranty deed, vesting the Property in the name of Seller, at the Closing.

4. DUE DILIGENCE. Buyer agrees that it has performed a due diligence review and inspection of the property, is purchasing the property "as-is" and because the Buyer intends to raze and remove the home and all other improvement, Buyer waives any and all obligations of disclosure relating to the condition of the Property, of any kind whatsoever, and all disclosures required by the parties are contained within this Agreement.

5. EXPENSES OF SALE AND ESCROW. Buyer agrees to pay all expenses associated with the sale, escrow, and all expenses associated with obtaining a title report or title insurance on the Property.

6. EXPENSES & INSURANCE.

6.1 Property Taxes: Taxes: Seller is responsible for any property taxes due and owing on the parcel prior to closing. Seller will be responsible for any greenbelt rollback taxes assessed on the Property.

6.2 Insurance and Liability: The parties to this agreement agree to maintain appropriate insurance to insure their respective interests in the Property at their sole discretion.

6.3 Liability: Each party shall be responsible for any injuries, claims or damages resulting from its own negligence, or that of its agents, employees or representatives respecting activities of any party while on or near the Property.

7. REMOVAL OF PROPERTY BY SELLER. Buyer hereby gives full and complete consent to Seller to remove any and all personal property, possessions, fixtures, or other items from the Property, home, or sheds. Seller shall determine in his sole discretion which property or items will be removed, and which items shall be left with the Property. All costs of removal of any of the property, possessions, fixtures, or other items shall be the sole responsibility of Seller. Seller agrees to remove those items listed in the "Miscellaneous" section of the moving estimate including any automobiles, motorcycles, boats, trailers, campers, and pool table. All property which Seller intends to remove, must be removed within 90 days of Closing unless otherwise agreed to in writing by Seller and Buyer, and all remaining property or items shall become the property of Buyer, unless otherwise agreed to in writing.

8. RAZING HOMES AND SHEDS. Buyer may dispose of, raze, or otherwise destroy, remove or dispose of any and all buildings, including the home and sheds, and all property not removed by Seller within 60 days of Closing, subject to the provisions of Paragraph 7 of this Agreement, and Buyer shall be solely responsible for all costs associated with such removal or other disposition.

9. Deliveries by Seller: At the Closing, Seller shall deliver the following to the City through the Escrow Agent:

9.1 Special Warranty Deed (the "Deed") to the Property, sufficient to convey title from Seller, as required by applicable law.

9.2 Seller shall provide City with a full title insurance policy. If the City has any objections to any exceptions contained in such commitment (other than any mortgage loans to be satisfied at Closing), it shall notify Seller in writing within ten (10) days after receipt of such commitment. Seller shall use Sellers' best efforts to remove any such exceptions within thirty (30) days from the date of notification of such objections, and in the event, Seller cannot do so, the City may elect to terminate this Agreement, may grant Seller additional time to remove the objectionable exceptions to title, or may waive the exceptions and take title subject to such exceptions.

9.3 Seller shall execute and deliver to the City a settlement statement reflecting the transaction described in this Agreement.

9.4 Such other instruments or documents as may be necessary or appropriate to carry out the transaction contemplated by this Agreement.

10. Representations of Seller: Seller hereby represents and warrants to the City, as of the date hereof, and as of the Closing Date, as follows:

10.1 Authority. Seller has full right, power, and authority, without the consent of any other person, to execute and deliver this Agreement and the agreements contemplated hereby and to execute and carry out the transactions contemplated hereby and thereby, including, as to Seller, the transfer of the Property.

11. Representations of City: The City hereby represents and warrants to Seller, as of the date hereof, and as of the Closing Date, as follows:

11.1 Authority. The City has full right, power, and authority, without the consent of any other person or body, to execute and deliver this Agreement and the agreements contemplated hereby and to execute and carry out the transactions contemplated hereby and thereby.

11.2 Due Organization. The City is a municipal corporation validly existing under the laws of the State of Utah.

12. Seller's Obligations:

12.1 Commission: Seller shall indemnify and hold harmless the City against all claims for broker's, finder's or similar fees made or asserted by any party claiming to have been employed by Seller, and all costs and expenses (including attorneys' fees) of investigating and defending such claims.

12.2 Possession: Possession of the Property, free of leases, tenancies, licensees and occupants, shall be delivered to the City on the Closing Date.

13. TIME: Time is of the essence in this Agreement.

14. Notice: Any notice required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or certified mail, postage prepaid, at the following addresses:

If to Seller: Stanley Hanson  
420 North 600 West  
Pleasant Grove, Utah 84062

If to the City: THE CITY OF PLEASANT GROVE  
Attention: City Administrator  
70 South 100 East  
Pleasant Grove, Utah 84062

With a copy to: Christine M. Petersen, Esq.  
70 South 100 East  
Pleasant Grove, Utah 84062

15. ATTORNEY FEES & COSTS: In case of a party's failure to faithfully perform the terms and covenants herein set forth, the defaulting party shall pay all costs, expenses, and reasonable attorney fees resulting from the enforcement of this Agreement or any right arising out of such breach.

16. WAIVER: No failure of Seller to enforce any term hereof shall be deemed a waiver of any of Seller's rights or the performance by Buyer of any future obligation herein, nor shall any acceptance of a partial Purchase Payment be deemed a waiver of the Seller's right to the full amounts thereof.

17. GOVERNING LAW: This agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

18. SELLER'S RIGHTS FOR INTERIM DAMAGE: If damage has occurred or occurs prior to Closing, Seller retains rights to any claim for such damages including but not limited to insurance claims, claims against contractors etc.

19. ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and incorporates all previous and contemporaneous discussions, memoranda or written or verbal agreements between the parties relating to the subject matter hereof. This Agreement may only be modified in writing if signed by both parties.

20. PARTIAL INVALIDITY: If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

21. ACKNOWLEDGMENT: By their signatures, the parties hereby acknowledge receipt of a copy hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Buyer

PLEASANT GROVE CITY



By: J. Scott Darrington  
Its: City Administrator

Seller

STANLEY HANSON, as Trustee of  
the Stanley Charles Hanson  
Revocable Trust dated 12/22/15



**RESOLUTION NO. 2024 -18**

**A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR PROTEM TO SIGN A REUSE AUTHORIZATION CONTRACT FOR THE REUSE OF WATER SEWAGE EFFLUENT TREATED BY TIMPANOGOS SPECIAL SERVICE DISTRICT (TSSD).**

**WHEREAS**, the Pleasant Grove City is political subdivision of the state and is a municipal corporation organized under the laws of the State of Utah; and

**WHEREAS**, TSSD is also a political subdivision of the State of Utah, located in Utah County and an independent special district under Title 17B of the Utah Code; and

**WHEREAS**, the Parties to this Agreement are: TSSD, city of American Fork, City of Highland, City of Cedar Hills, City of Pleasant Grove, City of Alpine; and

**WHEREAS**, the District owns and operates sewage effluent collection and treatment facilities serving norther Utah County which qualify as publicly owned treatment works or “POTW;” and

**WHEREAS**, the sewage effluent treated by the District’s POTW originates in several municipalities and districts, including the Cities, and a number of these have asked the District for the ability to reuse treated sewage effluent; and

**WHEREAS**, all sewage effluent generated within the Cities is collected and treated by the District; and

**WHEREAS**, A sewage effluent reuse project must satisfy rules promulgated by the Utah Department of Environmental Quality through the Utah Water Quality Board and by the Utah division of Water Rights which administers water rights in Utah; and

**WHEREAS**, the Cities operate municipal water systems, hold the water rights to those water systems and propose a water reuse project; and

**WHEREAS**, each City and the District desire to enter into this Contract authorizing the District and each City to engage in water reuse utilizing the Reuse Water Rights in the treated sewage effluent generated within each City, delivered to the District for treatment, treated by the District, and discharged by the District from its POTW, all as authorized by Utah Code Ann. § 73-3c-101 *et seq.*; and

**WHEREAS**, the intent and purpose of the treatment and reuse of sewage effluent is to enable the Cities to reduce demand on its surface and ground water resources, to more fully utilize their water resources, including their treated sewage effluent, for the benefit of the



community and region as a whole, and to benefit the underground aquifer by not only reducing groundwater demand by replacing ground water use with this secondary use of the Reuse Water, but also, based on the State Engineer’s Irrigation Duty Values for Utah County, by returning approximately 43.5% of the Reuse Water to the underground aquifer through secondary irrigation; and

**WHEREAS**, the purpose of this Contract is to satisfy the reuse authorization contract requirement of the Reuse Act.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Pleasant Grove, Utah as follows:

**SECTION 1:**

The Mayor ProTem is hereby authorized to sign the Reuse Authorization Contract with TSSD and the named Cities (“Parties”) which is attached as Exhibit A.

**SECTION 2:**

The provisions of this Resolution shall take effect immediately.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH**, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor Pro Tem

**ATTEST:**

\_\_\_\_\_  
Wendy Thorpe,  
City Recorder

**REUSE AUTHORIZATION CONTRACT**  
**for the reuse of**  
**WATER SEWAGE EFFLUENT TREATED BY**  
**TIMPANOGOS SPECIAL SERVICE DISTRICT**

**THIS REUSE AUTHORIZATION CONTRACT** (“Contract”) is made and entered into effective this \_\_\_ day of March, 2024 (“Effective Date”) pursuant to the Utah Wastewater Reuse Act, Utah Code Ann. §73-3c-101, *et seq.* 1953, as amended (“Reuse Act”), by and between the parties set forth below (collectively “Parties”) to satisfy the Reuse Authorization Contract requirement of the Reuse Act for a wastewater reuse facility located in Utah Valley.

**PARTIES**

The Parties to this Contract are the Timpanogos Special Service District, a political subdivision of the State of Utah located in Utah County, Utah (the “District”); and the City of American Fork, a municipal corporation, located in Utah County, Utah (“American Fork”); the City of Highland, a municipal corporation, located in Utah County, Utah (“Highland”); the City of Cedar Hills, a municipal corporation, located in Utah County, Utah (“Cedar Hills”); the City of Pleasant Grove, a municipal corporation, located in Utah County, Utah (“Pleasant Grove”); and the City of Alpine, a municipal corporation, located in Utah County, Utah (“Alpine”) (each a “City” and collectively the “Cities”). These Parties are those required for a Reuse Authorization Contract under Utah Code Ann. § 73-3c-102(7)(a) (see Exhibit A attached hereto).

**RECITALS**

A. The District owns and operates sewage effluent collection and treatment facilities serving northern Utah County which qualify as publicly owned treatment works or “POTW,” as defined by Utah Code Ann. § 19-5-102.

B. The sewage effluent treated by the District's POTW originates in several municipalities and districts, including the Cities, and a number of these have asked the District for the ability to reuse treated sewage effluent.

C. The legislative authority of the District consists of a Board of Trustees, one member of which is appointed by each City.

D. All sewage effluent generated within the Cities is collected and treated by the District.

E. A sewage effluent reuse project must satisfy rules promulgated by the Utah Department of Environmental Quality through the Utah Water Quality Board and by the Utah Division of Water Rights (the State Engineer) which administers water rights in Utah.

F. The Cities operate municipal water systems, hold the water rights listed in Exhibit "B" attached hereto, and propose a water reuse project as set forth in this Contract.

G. The Cities own the water rights identified for use in the Reuse Project set forth in Exhibit "B" hereto, which are held in the name of each City for the benefit of its citizens and water users ("Reuse Water Rights").

H. In 2006, the Utah Legislature adopted, and the Governor signed, the Reuse Act into law, which is codified in Chapter 3c of Title 73 of the Utah Code. The Reuse Act specially recognizes the continuing right of water rights holders, such as the Cities, to reuse treated sewage effluent and the right of the District, as owner and operator of the POTW, to supply treated sewage effluent to them for reuse purposes.

I. Each City and the District desire to enter into this Contract authorizing the District and each City to engage in water reuse utilizing the Reuse Water Rights in the treated sewage effluent generated within each City, delivered to the District for treatment, treated by the District, and discharged by the District from its POTW, all as authorized by Utah Code Ann. §

73-3c-101 *et seq.* The water generated by the Reuse Project is referred to herein as “Reuse Water.”

J. In exchange for the right to use each City’s portion of the Reuse Water that will be delivered to American Fork by the District, American Fork will exchange an equal quantity of water rights to Highland, Cedar Hills, Pleasant Grove, and Alpine, to be used within each such City’s respective service area.

K. If at any point Cedar Hills, Alpine, Pleasant Grove, or Highland obtain the ability to receive the Reuse Water directly from the District, that City may use the Reuse Water for municipal secondary irrigation within that City’s respective service area.

L. The intent and purpose of the treatment and reuse of sewage effluent is to enable the Cities to reduce demand on its surface and ground water resources, to more fully utilize their water resources, including their treated sewage effluent, for the benefit of the community and region as a whole, and to benefit the underground aquifer by not only reducing groundwater demand by replacing ground water use with this secondary use of the Reuse Water, but also, based on the State Engineer’s Irrigation Duty Values for Utah County, by returning approximately 43.5% of the Reuse Water to the underground aquifer through secondary irrigation.

M. The agreement and consent by Highland, Cedar Hills, Pleasant Grove, and Alpine to allow American Fork to use their respective portions of the Reuse Water and American Fork’s agreement to exchange equal quantities of water rights as described in these Recitals is collectively referred to herein as the “Reuse Project.”

N. The purpose of this Contract is to satisfy the reuse authorization contract requirement of the Reuse Act.

## **AGREEMENT**

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Consent to the Reuse of Water.**

The Parties agree that this Reuse Project complies with the Reuse Act and the Reuse Water Rights can be used in accordance with the Reuse Act. Therefore, each City consents to the use of the Reuse Water for the Reuse Project under the Reuse Water Rights in accordance with U.C.A. § 73-3c-102(7)(b)(i). The Parties agree the Reuse Project is consistent with the underlying Reuse Water Rights, which have been delivered for indoor municipal uses from the Cities' water systems and then transported to the District by sewer lines.

**2. Ownership of Reuse Water Rights.**

Nothing in this Contract gives District any ownership or other possessory interest in the Cities' Reuse Water Rights, which ownership rests solely with the Cities.

**3. Cooperation.**

The Parties agree to act reasonably to provide the necessary services, facilitate the exchange of the Exchange Water Rights (as such term is defined below), and cooperate fully to fulfill, the purposes of this Contract to the extent permitted by applicable state, federal, and local law.

**4. Water Shortages.**

There may occur a time during any year where there is a shortage in the quantity of Reuse Water available to be furnished to American Fork through and by means of the Reuse Project, but in no event shall any liability accrue against the District or any of their officers, agents,

or employees for any damage, direct or indirect, arising from a shortage, on account of errors in operation, drought, or any other causes.

**5. Use of Water Right Depletions.**

American Fork City (or another City that receives direct delivery from the District at a later date) may take the Reuse Water available to it at the treatment plant site and use it for municipal secondary irrigation, subject to the use of the Reuse Water not depleting more than the unused allowable depletion volume of the Reuse Water Rights as authorized by the State Engineer.

**6. Exchange of Water Rights.**

Highland, Cedar Hills, Pleasant Grove, and Alpine hereby agree and consent to allow American Fork to use their respective portions of the Reuse Water within American Fork's service area. In exchange, American Fork agrees to exchange an equal quantity of its water rights to Highland, Cedar Hills, Pleasant Grove, and Alpine (the "Exchange Water Rights") to be used in each such City's respective service area. American Fork and each City agree to work in good faith to identify the specific Exchange Water Rights that will be used to facilitate the exchange, the points of diversion where each such City will divert the applicable Exchange Water Rights, and to otherwise complete the exchange of the Exchange Water Rights prior to American Fork using any Reuse Water pursuant to the Reuse Project.

**7. Term.**

This Contract is subject to the provision of sewage effluent flows being treated by District or its successors in interest. This Contract will automatically terminate if the Cities' sewage effluent flows are not treated at a POTW. District's treatment of the Cities' wastewater is governed by other existing contracts. This Contract does not modify any existing contract

between District and any City. This Contract applies only to the Reuse Project. This Contract shall be perpetual, however, any party may terminate this Contract with 180 days' written notice to the other Parties. This Contract will also automatically terminate as to a particular City if the City's application with the Utah Division of Water Rights that is filed in connection with the Reuse Project is formally denied.

**8. Compliance with Law.**

The Parties will comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.

**9. No Relationship.**

Nothing in this Contract will be construed to create any partnership, joint venture, or fiduciary relationship between the Parties.

**10. Contingent Upon Appropriation or Allotment of Funds.**

The expenditure or advance of any money or the performance of any obligation of the District and the Cities under this Contract shall be contingent upon appropriation or allotment of funds. No liability shall accrue to the District in the eventuality that funds are not appropriated or allotted.

**11. Costs.**

The details of the cost-sharing, allocation, and delivery of Reuse Water will be negotiated in further detail by the Parties upon approval by the State Engineer.

**12. Officials Not to Benefit.**

No elected or appointed official of the Cities or the District shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

**13. Drafting Party.**

This Contract has been and will be deemed to be a product of joint drafting by the Parties and there will be no presumption otherwise.

**14. Assignment Limited – Successors and Assigns Obligated.**

The provisions of this Contract shall apply to and bind the successors and assigns of the Parties hereto, but no assignment or transfer of this Contract or any right or interest therein by any Party shall be valid until approved in writing by all of the other Parties.

**15. Severability.**

If any portion of the Contract is held to be unenforceable, the remaining provisions hereof will continue in full force and effect.

**16. Integration.**

This Contract and any exhibits hereto constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof.

**17. Scope.**

The Parties do not intend to confer any benefit hereunder on any person, firm, third party beneficiary, or corporation other than the Parties hereto.

**18. Notices.**

All notices required or desired to be given hereunder will be in writing and will be deemed to have been given on the date of personal service upon the Party for whom intended or if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the Parties at the following addresses:

\_\_\_\_\_ To: City Manager



City of American Fork 51 E Main Street  
American For, UT 84003  
dbunker@americanfork.gov

\_\_\_\_\_  
City of Highland To: Attn: City Administrator, City Attorney, City Public Works Director  
5400 West Civic Center Drive, Suite 1  
Highland, Utah 84003

\_\_\_\_\_  
City of Cedar Hills To:

\_\_\_\_\_  
City of Pleasant Grove To:

\_\_\_\_\_  
City of Alpine To:

\_\_\_\_\_  
District To: General Manager  
Timpanogos Special Service District  
6400 North 5050 West  
American Fork, Utah 84003  
[info@tssd-wwrec.com](mailto:info@tssd-wwrec.com)

**19. No Waiver.**

Any Party's failure to enforce any provision of the Contract will not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefited by the provisions and a waiver by a Party of a breach hereunder

by another Party will not be construed as a waiver of any succeeding breach of the same or other provisions or any other breach of the same or other provisions by any other Party.

**20. Counterparts.**

This Contract may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one instrument and one agreement.

**21. Filing of Contract.**

Executed copies of this Contract will be deposited with and remain in the office of each of the Parties during the effective term hereof.

**22. Headings and Captions.**

The headings in this Contract are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Contract or any provision.

IN WITNESS WHEREOF, the Parties have executed this Contract on the date first written above:

City of American Fork

\_\_\_\_\_  
\_\_\_\_\_  
(printed name & title)

Attest:

\_\_\_\_\_  
\_\_\_\_\_  
(printed name & title)

Approved as to form:

\_\_\_\_\_  
\_\_\_\_\_  
Attorney for City of American Fork

City of Highland

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(printed name & title)

Attest:

---

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(printed name & title)

Approved as to form:

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Attorney for City of Highland

City of Cedar Hills

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(printed name & title)

Attest:

---

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(printed name & title)

Approved as to form:

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Attorney for City of Cedar Hills

City of Pleasant Grove

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Mayor Pro-Tem

Attest:

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Wendy Thorpe  
City Recorder

Approved as to form:

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Christine M. Petersen  
Attorney for City of Pleasant Grove

City of Alpine

\_\_\_\_\_

\_\_\_\_\_

(printed name & title)

Attest:

\_\_\_\_\_

\_\_\_\_\_

(printed name & title)

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

Attorney for City of Alpine

Timpanogos Special Service District

\_\_\_\_\_  
\_\_\_\_\_  
(printed name & title)

Attest:

\_\_\_\_\_  
\_\_\_\_\_  
(printed name & title)

Approved as to form:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attorney for District



## EXHIBIT A

### **Roles of the Parties under the Reuse Act.**

The Reuse Act identifies in U.C.A. § 73-3c-102(7)(a) various parties and roles of participants to a reuse authorization contract. The roles of each of the Parties are as follows:

- a. Each of the Cities is a public agency proposing this Reuse Project (U.C.A. § 73-3c-102(7)(a)(i)), are the legal title holders of the water rights designated for use in the Reuse Project (U.C.A. § 73-3c-102(7)(a)(iv)) (*see* Exhibit B), and are also a supplier of the Effluent being made available through the Reuse Project (U.C.A. § 73-3c-102(7)(a)(iii) and (vi)).
- b. District is the other public agency proposing this Reuse Project and the owner or operator of the Treatment Plant that will be used to treat the wastewater proposed for use in the Reuse Project (U.C.A. § 73-3c-102(7)(a)(ii)). District consents to all aspects of this Reuse Project.

**EXHIBIT B**

**WATER RIGHTS DESIGNATED FOR USE IN THE REUSE PROJECT**