

Lindon City Council Staff Report

Prepared by Lindon City
Administration

January 26, 2026

Notice of Special Session of the *Lindon City Council*



The Lindon City Council will hold a meeting **at 5:15 pm on Monday, January 26, 2026** in the Lindon City Center Council Chambers, 100 North State Street, Lindon, Utah. Meetings are typically broadcast live at www.youtube.com/user/LindonCity. The agenda will consist of the following:

REGULAR SESSION – 5:15 P.M. - Conducting: Carolyn Lundberg, Mayor

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- 1. Call to Order / Roll Call**
- 2. Review & Action: Resolution #2026-3-R; Central Utah Water Conservancy District (CUWCD) agreement trading water shares for capacity in the Provo River Aqueduct (PRA).** The Council will review and consider an agreement with the CUWCD to trade Lindon owned water shares for capacity in the PRA. This item was continued from the January 20th City Council meeting.

Adjourn

All or a portion of this meeting may be held electronically to allow a council member to participate by video conference or teleconference. Staff Reports and application materials for the agenda items above are available for review at the Lindon City Offices, located at 100 N. State Street, Lindon, UT. For specific questions on agenda items our staff may be contacted directly at (801)785-5043. City Codes and ordinances are available on the City web site found at www.lindon.gov. The City of Lindon, in compliance with the Americans with Disabilities Act, provides accommodations and auxiliary communicative aids and services for all those citizens in need of assistance. Persons requesting these accommodations for city-sponsored public meetings, services programs or events should call Britni Laidler, City Recorder at 801-785-5043, giving at least 24 hours-notice.

CERTIFICATE OF POSTING:

I certify that the above notice and agenda was posted in six public places within the Lindon City limits and on the State (<http://pmn.utah.gov>) and City (www.lindon.gov) websites.

Posted by: /s/ **Britni Laidler, Lindon City Recorder**

Date: **January 21, 2026**; Time: **3:30 a.m.**; Place: Lindon City Center, Lindon Police Dept., Lindon Community Development, Lindon Public Works, Lindon Community Center, Lindon Justice Court

Meetings are typically broadcast live at www.youtube.com/user/LindonCity

REGULAR SESSION – 5:15 P.M. - Conducting: Carolyn Lundberg, Mayor

Item I – Call to Order / Roll Call

January 26, 2026 Lindon City Council meeting.

Carolyn Lundberg
Van Broderick
Cole Hooley
Jake Hoyt
Lincoln Jacobs
Steve Stewart

1. **Review & Action: Resolution #2026-3-R; Central Utah Water Conservancy District (CUWCD) agreement trading water shares for capacity in the Provo River Aqueduct (PRA).** The Council will review and consider an agreement with the CUWCD to trade Lindon owned water shares for capacity in the PRA.

Sample Motion: I move to (*approve, continue, deny*) Resolution #2026-3-R (*as presented or amended*).

In September of 2025, a majority of the Provo Bench Canal Company shareholders voted to dissolve the canal company. The Provo Bench Canal Company operated the Provo Bench Canal on which the North Union Irrigation Company connects to and receives all of its water from. The North Union Canal has been the primary delivery system for Lindon's secondary water rights since the system was installed in the mid-1990's.

The North Union Canal officially starts at the end of the Provo Bench Canal at 800 North, Orem, and is technically an independent continuation of the Provo Bench Canal. Hence, with the dissolution of the Provo Bench Canal Company (which operates the Provo Bench Canal that precedes the North Union canal section), the canal bringing water to the North Union portion of the canal is no longer viable and will not be maintained. Lindon City is therefore seeking opportunities to obtain delivery of its irrigation water rights through another piped system, the Provo River Aqueduct (PRA).

Engineers estimate that Lindon will need 18.52 cfs in order to meet its secondary water demands at full build-out of the city. CFS stands for Cubic Feet per Second, a common unit in hydrology measuring the volume of water the size of a 1-foot cube flowing past a certain point in one second. In the attached memo & table, Juan Garrido, Lindon Public Works Director, outlines that Lindon has ability to receive some of the needed cfs into its secondary water system through other sources (Alpine Reach; Zone 4 land drains). Lindon already has some existing capacity within the PRA, but will need to obtain additional capacity in the PRA in addition to this agreement.

This agreement establishes that Lindon will trade 38 shares of Provo Bench Canal Company water shares (valued at approx. \$2,850,000) for 5 cfs of capacity in the PRA, thus allowing Lindon to get closer to being able to take all of its secondary water through the PRA.

In April 2023 the City Council voted to enter into an agreement to with CUWCD to install a turn-out in the PRA to begin the process of moving away from the canal system. That turn-out and associated pipe along 400 North was completed in 2024. Minutes from that meeting are attached.

MEMO

DATE: 22 January 2026

TO: Adam Cowie

CC: Matt Winward

FROM: Juan Garrido

SUBJECT: Provo Bench Water Shares Trade for CUWCD PRA Capacity

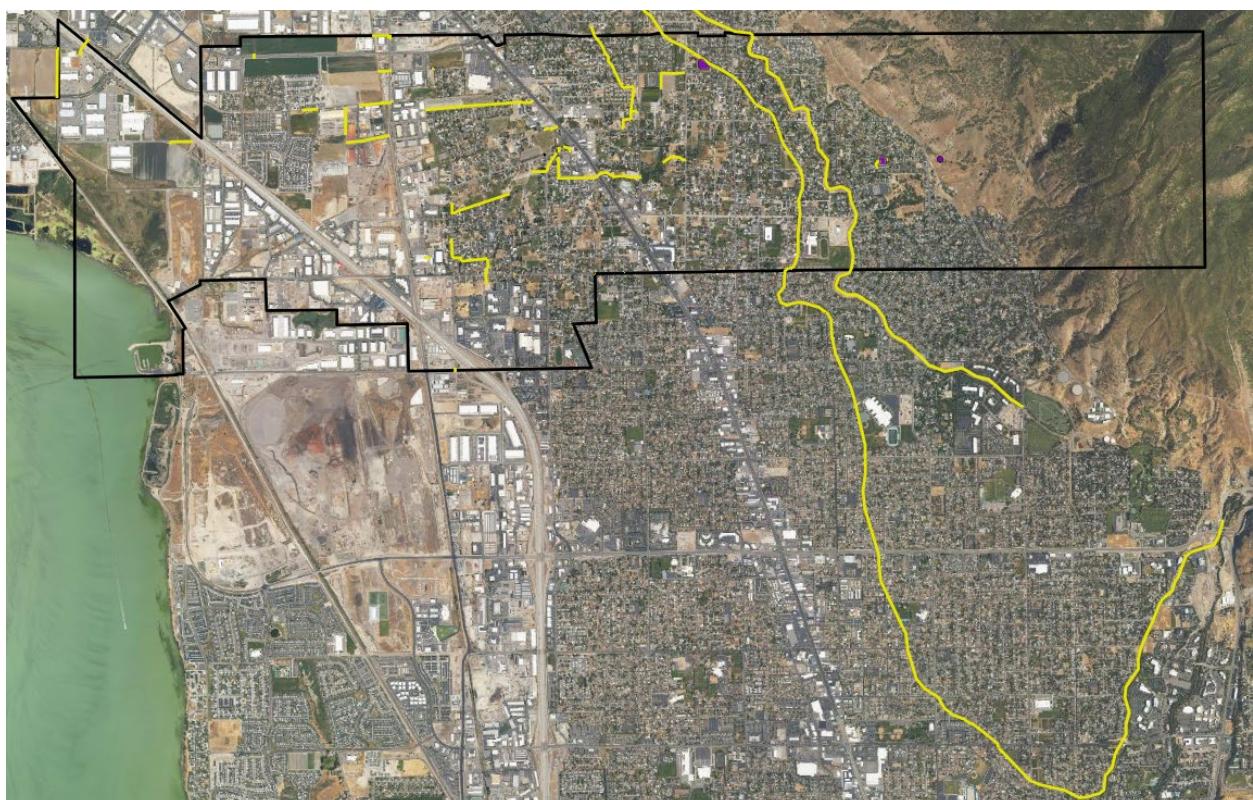


Figure 1. PRA and Provo Bench/North Union Canal

Provo Bench Canal Company Background

The Provo Bench Canal Company was formed on March 26, 1872, to complete construction of the canal and to convey water to irrigate, reclaim and improve thousands of acres in the Provo Bench Irrigating District. It was renamed Provo Bench Canal and Irrigation Company (PBC&IC,

or Company) on January 29, 1876. On September 27, 2025, a majority of its shareholders voted to dissolve the company.

Provo Bench Canal Company Background

The North Union Irrigation Company (NUIC) was formed on April 5, 1883, to control, regulate, and distribute water to owners of “a certain Irrigation Ditch...on the Provo Bench...and [who own] certain shares of stock in Provo Bench Canal and Irrigation Company (PBC&IC).” The NUIC owns shares in the PBC&IC, which make up the entire stock of the NUIC.

Provo River Water Right and Provo River Water Users Association Shares Summary

On May 2, 1921, Judge C. W. Morse issued a ruling governing water use and ownership for the Provo River system. The decree allocated flow from the Provo River to the **Provo Bench Canal & Irrigation Company**. Currently, the Company has a right to use up to 97.55 cfs from the river for irrigation of 5,446.35 acres divided among **1956.62 shares**, Lindon City owns **94.28 shares**. This water right is often referred to as “natural flow” of the Provo River. Based on the number of shares **NUIC owns 727.28 shares in the PBC&IC**, it has a right to use up to 36.255 cfs from the river for the irrigation of 2,024.168 acres. **The 727.28 shares in the PBC&IC are divided into 1358.09 NUIC shares, Lindon City owns 673.435 shares or 50% of the NUIC shares. (673.435 NUIC shares = 360.63 PBC&IC shares) (94.28+360.63 = 454.91 Total PBC&IC shares)**

In February 1942, PBC&IC obtained 2,000 shares in the Provo River Water Users Association (PRWUA) which manages the water in Deer Creek Reservoir on behalf of its shareholders. One share in the PRWUA is equal to one acre foot of water if Deer Creek has a full allocation. These shares are for what is often referred to as “storage water.”

With these two sources of water, shares in the PBC&IC are composed of both natural flow and storage water. Natural flow rights are owned by the PBC&IC and delivered to its shareholders. Storage rights are owned by and managed by the PRWUA and delivered to PRWUA shareholders, including PBC&IC. The Provo River Commissioner allocates natural flow to all users of Provo River water during the irrigation season according to available flow. In years when the river’s flow is low, the Commissioner will cut the natural flow available to users. The storage component of the PRWUA shares can help make up for the difference after these cuts. Shareholders should understand both components of their water shares as they consider their options as the company moves toward dissolution.

Lindon City will need to acquire an additional 4.4 cfs delivery source to the pressurized irrigation system from the Cobbley/Hollow water source via a storage tank and booster pump station or more capacity in the PRA via taking in more water shares that have capacity in the PRA or by leasing capacity from various entities that have extra capacity in the PRA (e.g. CUWCD, Metropolitan Water of Orem, JVWCD, PRWUA, PRWUC). Lindon City is currently drafting an agreement to secure a 20–50-year capacity use in the PRA with Metropolitan Water of Orem. We are not anticipating needing the full 18.52 cfs peak flow for another 10 years.

The table below shows the current scenarios:

	Peak Day (cfs)	Supply (AF)	Current Use (AF)	Build Out Use (AF)
System Future Demand				
Master Plan Future Demand	18.52			
Non-PRA Conveyance Delivery				
CUWCD Alpine Reach 3 Connection	2.60	925		
Zone 4 Land Drains	0.45	160		
Cobbley/Hollow water sources	?	?		
Subtotal	3.05			
PRA Conveyance Delivery				
Provo River Water Users (PRA Existing)	1.20	200		
Orem District 19.55 shares 5.5 af/share	0.00	108		
Alpine District 69.985 shares 5.5 af/share	0.70	385		
Provo Bench Shares Existing PRWUA Capacity (455-38=417) 12af/share	4.17	5004		
North Union Shares Existing PRWUA Capacity	0.00			
Subtotal	6.07			
CWUCD Proposal for PRA Capacity				
CUWCD Contract	5.00			
Additional (PRA or Cobbley Source) Capacity Needed for 2060 Build Out:	4.40	6782	3000	4156
		100%	44%	61%

2 quantities in the bid tabulation are only estimates based on averages from the past few
years, and we aren't obligated to stick to those quantities.

4 The lowest responsive bidder was RC Enterprise LLC, based out of Springville.
6 He noted they did have another bidder who was lower, but they have not done any
8 projects similar to the scope of what we are looking for, so for this reason, we have
selected RC Enterprise LLC. Mr. Garrido pointed out we are getting a better price and
we will also get ahead on road projects.

10 Mayor Lundberg called for any further discussion or comments from the Council.
Hearing none she called for a motion.

12 COUNCILMEMBER HOYT MOVED TO AWARD THE BID AWARD FOR
14 LINDON CITY GENERAL CONCRETE TO RC ENTERPRISE LLC AS
PRESENTED. COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE
VOTE WAS RECORDED AS FOLLOWS:

16 COUNCILMEMBER BRODERICK AYE
18 COUNCILMEMBER HOYT AYE
COUNCILMEMBER POWELL AYE
COUNCILMEMBER VANCHIERE AYE
20 COUNCILMEMBER MAGLEBY AYE
THE MOTION CARRIED UNANIMOUSLY.

22 **10. Review & Action — Central Utah Water Conservancy District
24 Memorandum of Understanding for Provo River Aqueduct connection.**

26 The Council will review and consider a proposed memorandum of
understanding with the Central Utah Water Conservancy District regarding
28 the proposed city connection to the Provo River Aqueduct (PRA) and funding
being provided by CUWCD to support this project with a \$400,000
contribution.

30 Mr. Cowie also led this agenda item by explaining the city is committed to water
32 conservation and improving the reliability of the secondary system and is constructing
34 and installing a new connection to the Provo River Aqueduct (PRA) to facilitate the
change from a canal system to a piped system which will reduce substantial water loss.

36 He noted the improvements in water distribution and water conveyance
efficiencies that will be achieved through the implementation of this project. The Project
38 will provide a new connection to the PRA and allow for both Lindon City and Pleasant
Grove Irrigation Company to remove their water from the Provo Bench and North Union
40 Canals which will result in a savings of four (4.0) CFS due to reducing seepage and
evaporation loss in those canals.

42 Mr. Cowie then presented a map showing where the PRA runs, and the path of the
current North Union Canal and stated that eventually the city may be able to run solely
44 off the PRA. Mr. Cowie reminded the council the goal for the project is to reduce loss,
improve reliability and minimize the cost to Lindon City irrigation users. In conjunction
with this project Lindon City is also installing secondary meters which will further reduce

2 demands on their system. He noted the project work will be conducted during the period
of June, 2023, to June 30, 2024.

4 Juan Garrido explained the process noting it could be that we move solely to PRA
in the next few years noting the benefit of that to the city would be to have more control
6 of being able to shut down the water for repairs and quicker access to things.

8 Mr. Cowie stated the District is interested in encouraging and promoting more
efficient means of water conveyance in Utah County and they will provide grant funds
for the Project and improve water efficiency and reducing system losses.

10 Mr. Cowie stated they agree to provide funding assistance in the form of a grant,
in an amount not to exceed \$400,000.00, to Lindon City for the Project entitled "400 N
12 Lindon Turnout from PRA and Pipe to Canal Project". He noted the funding is capped at
a maximum of 50% of total estimated costs of the Project and is calculated based on costs
14 outlined in "Attachment A, Cost Estimate/Proposal".

16 Mr. Cowie pointed out the District agrees to pay the funds on a quarterly basis, as
they are invoiced by Lindon City and approved by the District in an amount with the
actual and verified costs invoiced by Lindon City. The memorandum states that Lindon
18 will provide monthly data on secondary water consumption information to all water users
and information from the PRA and canal systems.

20 The information provided from the city will include either the percent or volume
of normal irrigation for the billing or information period, or the percentage or volume
22 remaining of the users contracted for amount. It also states that visual elements such as
easily identifiable graphs of use should also be present to help convey water use
24 information. The City will also prepare and annual report to the District to assist the them
in detailing the savings related to secondary metering.

26 Mr. Cowie reminded the council of the waterwise agreement the city is following
with the CUWD. The Mayor asked about the discussion that had happened previously in
28 regards to softening the wording on that agreement. Mr. Cowie stated they will address
the issue.

30 Mayor Lundberg called for any further discussion or comments from the Council.
Hearing none she called for a motion.

32 COUNCILMEMBER BRODERICK MOVED TO APPROVE THE
34 MEMORANDUM OF UNDERSTANDING WITH THE CENTRAL UTAH WATER
CONSERVANCY DISTRICT REGARDING THE PROPOSED CITY CONNECTION
36 TO THE PROVO RIVER AQUEDUCT (PRA) AND FUNDING BEING PROVIDED
BY CUWCD TO SUPPORT THIS PROJECT WITH A \$400,000 CONTRIBUTION AS
38 PRESENTED. COUNCILMEMBER POWELL SECONDED THE MOTION. THE
VOTE WAS RECORDED AS FOLLOWS:

40 COUNCILMEMBER BRODERICK AYE
COUNCILMEMBER HOYT AYE
42 COUNCILMEMBER POWELL AYE
COUNCILMEMBER VANCHIERE AYE
44 COUNCILMEMBER MAGLEBY AYE
THE MOTION CARRIED UNANIMOUSLY.

RESOLUTION NO. 2026-03-R

A RESOLUTION OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, APPROVING AN AGREEMENT BETWEEN LINDON CITY AND CENTRAL UTAH WATER CONSERVANCY DISTRICT TRADING WATER SHARES FOR CAPACITY IN THE PROVO RIVER AQUEDUCT, AND SETTING AN EFFECTIVE DATE.

WHEREAS, Lindon City entered into an agreement with the Central Utah Water Conservancy District (CUWCD) in April of 2023 to construct a new water turn-out connection to the Provo River Aqueduct (PRA) to facilitate the change from a canal-fed secondary irrigation system to a piped system, thereby reducing substantial water loss; and

WHEREAS, the new connection to the PRA allows for both Lindon City and Pleasant Grove Irrigation Company to remove their water from the Provo Bench and North Union Canals which will result in a savings of four (4.0) CFS (cubic feet per second) due to reducing seepage and evaporation loss in those canals; and

WHEREAS, Lindon City is seeking additional capacity in the PRA in order to entirely abandon its dependence on these aging canals and ditches in order to decrease long-term maintenance costs and increase water conservation; and

WHEREAS, Lindon City and CUWCD have reached an agreement to trade 38 shares of Provo Bench irrigation company water owned by Lindon City for 5 CFS of CUWCD capacity rights within the PRA; and

WHEREAS, the approval of this agreement will help conserve water resources, decrease long-term maintenance costs for the city, and will benefit the public for which Lindon serves.

NOW, THEREFORE, BE IT RESOLVED by the Lindon City Council, Utah County, State of Utah, as follows:

1. The Lindon City Council supports and approves the attached agreement trading water shares for capacity in the PRA, as proposed.

Adopted and approved this 20th day of January 2026.

By _____
Carolyn O. Lundberg, Mayor

Attest:

By _____
Britni Laidler, City Recorder

SEAL:

EXCHANGE AGREEMENT

This agreement (“Agreement”) is made this _____ day of __, 2026, by and between the **Central Utah Water Conservancy District**, political subdivision or the State of Utah, organized under the laws of the State of Utah (“CUWCD”) with its principal offices located at 1426 E 750 N Suite 400 Orem, Utah 84097, and **Lindon City**, a Utah municipality with its principal offices at 100 North State Street Lindon, UT 84058 (“Lindon”). CUWCD and Lindon are sometimes referred to herein individually as a (“Party”) and collectively as the (“Parties.”)

RECITALS

WHEREAS, CUWCD is the owner of the right to use certain capacity (“Capacity Rights”) in the Provo River Aqueduct (“PRA”), pursuant to the Provo River Canal Enclosure Project Master Agreement (“Master Agreement”) among Provo River Water Users Association (“PRWUA”), CUWCD and others. CUWCD also owns shares in Provo Bench Canal and Irrigation Company (“Provo Bench”) and CUWCD would like to acquire additional shares in Provo Bench.

WHEREAS, PRWUA is the owner of PRA, which is used by PRWUA to deliver Provo River Project water and other water rights to its shareholders and others under contractual arrangements.

WHEREAS, under the terms of the Master Agreement, CUWCD as a participant in the PRA, may assign all or a portion of its 50 cfs of Capacity Rights in the PRA, but any such assignment must first go back to PRWUA, for reassignment by PRWUA and then only to a shareholder of PRWUA.

WHEREAS, Lindon is a shareholder in PRWUA and is therefore eligible to receive the assignment of Capacity Rights, and Lindon desires to exchange some of its Provo Bench shares

(the “Shares”) to CUWCD and to secure by this exchange a portion of CUWCD’s Capacity Rights in the PRA.

WHEREAS, CUWCD has sufficient uncommitted Capacity Rights in PRA to carry Lindon’s water in a quantity equal to the net quantity of water previously delivered through the Provo Bench Canal.

WHEREAS, subject to and contingent upon the concurrence of PRWUA, CUWCD is willing and able to exchange 5.0 cfs of its Capacity Rights in the PRA to Lindon in exchange for the assignment and transfer of the Shares by Lindon of an agreed upon number of Lindon’s Shares as set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Parties agree as follows:

1. Exchange of Water Resources. In conformance with Utah Constitution Article XI, Section 6, subsection (2)(c), Lindon warrants that it has determined it is exchanging water rights or sources of water supply for capacity rights in the PRA that will yield approximately 75% of the quantity of water previously delivered through the Provo Bench Canal to Lindon under the Shares to be exchanged, resulting in a four (4.0) CFS water savings to Lindon by the elimination of the conveyance losses experienced in the open Provo Bench Canal. As a result, Lindon has determined that this exchange with CUWCD will equally enable the Lindon to partially meet the needs of its designated service area.

2. Provo River Water User’s Consent. CUWCD pursuant to the terms of the Master Agreement will by separate agreement (“Assignment Agreement”) among Lindon, CUWCD and PRWUA, obtain PRWUA’s agreement to facilitate the assignment of 5 cfs of its 50 cfs of

Capacity Rights in the PRA to Lindon. The Capacity Rights will be transferred and assigned as set forth in the Assignment Agreement, a true and correct copy of the Assignment Agreement after execution of the CUWCD and PRWUA will be subsequently attached hereto and incorporated herein by this reference.

3. Assignment of Capacity Rights. Pursuant to the Assignment Agreement, CUWCD will assign the 5.0 cfs of its Capacity Rights, (“Assigned Capacity Rights”) together with all its rights, duties and obligations relating to and associated with the 5.0 CFS of Assigned Capacity Rights, first to PRWUA for further transfer and assignment by PRWUA to Lindon. Lindon by accepting the assignment of the Assigned Capacity Rights, will agree to and assume all CUWCD’s rights, duties and obligations relating to the Assigned Capacity Rights, including any related debt in proportion to the Assigned Capacity Rights, accomplishing a complete extinguishment of CUWCD’s rights, duties and obligations relating to the Assigned Capacity Rights.

a. Upon execution of the assignment document attached to the Assignment Agreement as an Exhibit, CUWCD shall hold the executed assignment document pending CUWCD’s receipt of written notice from Lindon that it has obtained a new share certificate in the name of CUWCD for the 38 shares and that it is ready to complete the assignment and exchange contemplated by this Agreement.

b. Lindon shall retain possession and control of the new share certificate pending Closing as provided in the Assignment Agreement. Upon the assignment of the Shares, CUWCD shall accept all of Lindon’s rights, duties, and obligations for the Shares, including payment of all future assessments levied by Provo Bench from and after the date of Closing.

c. Upon CUWCD's receipt of written notification from Lindon that Lindon has secured the new share certificate in CUWCD's name, CUWCD will deliver the executed assignment document to Lindon along with PRWUA's consent of the assignment from CUWCD to Lindon of the Assigned Capacity rights, so as to implement the Assignment Agreement with PRWUA and proceed as provided in the Assignment Agreement towards Closing.

4. The Parties Representations and Warranties.

a. Lindon makes the following representations and warranties:

i. That it shall have good and marketable title to the Shares on the date of Closing.

ii. That the Shares to be assigned and exchanged hereunder are fully paid and have been validly issued by Provo Bench; that Lindon's title is unencumbered, except that such Shares are subject to an annual assessment by the Provo Bench for the payment of the operation and maintenance expenses of the Provo Bench; that Lindon is not in default in the payment of any such prior assessments; and that the Shares are not currently subject to sale by Provo Bench for non-payment of prior assessments.

iii. That Lindon is not aware of or in default in respect of any judgment, order, writ, injunction, decision, law, ordinance or regulation of any court or governmental authority or under any lease, mortgage, Corporate Article or By-Law or other agreement to which it, or the Shares or any portion thereof, is or might be subject and which might prohibit, delay or interfere with the consummation of the transaction contemplated hereby or affect the right, title and interest which may be acquired by CUWCD to the right to use the water available under the Shares, and that the execution and delivery of this Agreement and

the Shares referred to herein and the performance by the Parties of their obligations hereunder will not result in the breach, termination or constitute a default under any agreement, or create or impose a lien or encumbrance upon the Shares.

b. CUWCD makes the following representations and warranties:

i. That it has fully performed all its obligations under the Master Agreement, and it is not in default under any of the terms and conditions of the Master Agreement.

ii. That CUWCD is not aware of or in default in respect of any judgment, order, writ, injunction, decision, law, ordinance or regulation of any court or governmental authority or under any lease, mortgage, or other Agreement to which it, or the Assigned Capacity Rights or any portion thereof, is or might be subject and which might prohibit, delay or interfere with the consummation of the transaction contemplated hereby or affect the right, title and interest which may be acquired by Lindon in the right to use the Assigned Capacity Rights and to deliver its water to its designated service area.

iii. That the execution and delivery of this Agreement and the Assigned Capacity Rights and the performance by CUWCD of its obligations hereunder will not result in the breach, termination or constitute a default under the Master Agreement, or any other agreement, nor will it create or impose a lien or encumbrance upon the Assigned Capacity Rights.

c. It is a condition precedent to the Parties' obligations to Close, that each of the representations and warranties herein shall be accurate, current, and complete at all times from and after the date hereof and up to and including the Closing date. If any of them ceases to be accurate, the other Party shall immediately be informed of such a change of

status. The Parties shall take all action reasonably necessary to resolve the situation and to make such warranty and representation accurate as of the Closing date. The full and timely performance of this covenant, along with all other covenants and agreements of the Parties hereunder, shall be a condition precedent to the obligation to close.

d. Neither Party has received any notice of, nor is otherwise aware of, any claims, actions, suits or other proceedings, whether pending, threatened by any governmental department or agency or any other entity or person whatsoever, or to the best of its knowledge, after due inquiry, any facts which could constitute the basis for any claim or litigation which might prohibit, delay or interfere with the consummation of the transaction contemplated hereby.

5. Closing Date. The Closing shall occur on such date as the Parties together with PRWUA under the Assignment Agreement shall mutually agree. From and after the date of this Agreement and up to and including the Closing, Lindon shall take all steps reasonably required to maintain the Shares in good standing, and CUWCD agrees to perform all its rights, duties and obligation relating to the Assigned Capacity Rights.

6. Effective Date and Term: This Agreement shall become effective upon execution by both Parties.

7. Notice. All required notices shall be given to the Parties hereto in writing by facsimile, electronically, or by mail, and if mailed, the postage shall be prepaid, at the following addresses, which may be changed from time to time.

**Central Utah Water Conservancy
District**
General Manager
1426 E. 750 N. Ste. #400
Orem, UT 84097

Lindon City
City Manager
100 North State Street
Lindon, Utah 84058

8. Default and Right to Cure. If either Party fails to perform in accordance with the express terms and conditions of this Agreement, this Agreement shall terminate, provided, however, that the defaulting Party may, within forty-eight (48) hours of its receipt of written notice of its default, take steps to cure or at least to initiate a cure of its default, in which case the Agreement will continue in full force and effect, and the Parties will be bound to perform.

9. 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 no assignment or transfer of this Agreement shall be valid unless the same is authorized in writing signed by both Parties.

10. Business Relationship. This Agreement does not acknowledge the existence of or establish a partnership, joint venture, or any other form of business relationship between the Parties, and this Agreement is limited solely to the purposes and interests expressed herein.

11. Severability. If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the validity or enforceability of any other term or provision of this Agreement.

12. Officials Not To Benefit. No member of or delegate to Congress, resident commissioner, or local officials of the Parties shall benefit from this Agreement other than as a water user or landowner in the same manner as other users or landowners.

13. Costs and Attorney's Fees. In the event either Party defaults in the performance of the covenants and conditions contained herein, the defaulting Party agrees to pay all costs incurred by the prevailing Party, including reasonable attorney's fees and costs incurred in

the enforcing this Agreement, whether this Agreement is enforced through litigation or otherwise.

14. Warranty of Authority. CUWCD and Lindon warrant that the persons executing this Agreement on behalf of CUWCD and Lindon have the full capacity, right, power and authority to enter into this Agreement and to consummate the transaction contemplated herein.

15. Integration. This Agreement shall supersede all prior oral or written agreements or discussions and may be amended only in writing signed by the Parties hereto.

**CENTRAL UTAH WATER
CONSERVANCY DISTRICT**

Date: _____

By: Gene Shawcroft

Its: General Manager

LINDON CITY

Date: _____

By: Carolyn Lundberg

Its: Mayor

Attest: _____

City Recorder

ASSIGNMENT AGREEMENT
(to be subsequently attached after execution)

ADJOURN