



RESOLUTION NO. R-26-29

A RESOLUTION OF THE GARLAND CITY COUNCIL APPROVING AN AMENDED AND RESTATED AGREEMENT BETWEEN GARLAND CITY AND CLINT R. AND BRENDA M. MUNNS, AS TRUSTEES OF THE CLINT R. AND BRENDA M. MUNNS REVOCABLE FAMILY TRUST, CONCERNING THE JENSEN-HARRIS SPRING WATER CONTRACT; AUTHORIZING EXECUTION OF THE AGREEMENT; APPROVING SETTLEMENT OF CERTAIN PRIOR WATER CHARGES; AND PROVIDING FOR RELATED MATTERS

WHEREAS, Garland City ("City") is a municipal corporation and political subdivision of the State of Utah; and

WHEREAS, on or about July 16, 1929, Hyrum Jensen and Sarah B. Jensen entered into an agreement with Garland City concerning certain real property and water rights associated with the Jensen-Harris Spring ("1929 Agreement"); and

WHEREAS, pursuant to the 1929 Agreement, the Jensens conveyed certain real property and water rights to Garland City while reserving a flow equal to one-third (1/3) gallon per minute, with the City agreeing to arrange delivery of such water to the Jensens, their heirs or assigns; and

WHEREAS, the 1929 Agreement further provides that its provisions constitute covenants running with the land and are binding upon the parties and their respective successors and assigns; and

WHEREAS, in 1983, Garland City and Eldon T. Munns, as successor to the Jensen interest, entered into an additional agreement ("1983 Amendment") clarifying the manner in which the City would satisfy the historical Jensen-Harris water-delivery obligation; and

WHEREAS, the 1983 Amendment provided that Garland City would deliver water through two City water meters together totaling 15,000 gallons per month without charge for that quantity, that water used in excess of 15,000 gallons would be paid for at the City's prevailing rate, and that no additional connections would be granted under the water entitlement; and

WHEREAS, the 1983 Amendment expressly stated that it was intended to clarify the means of delivering the historic one-third gallon-per-minute entitlement and was not intended to enhance or lessen the rights established by the prior agreements; and

WHEREAS, the historical records of Garland City further indicate that the City Council considered and approved the 1983 arrangement providing for two meters totaling 15,000 gallons, payment of overage at the prevailing rate, and no additional connections; and

WHEREAS, Clint R. Munns and Brenda M. Munns, as Trustees of the Clint R. Munns and Brenda M. Munns Revocable Family Trust, u.a.d. March 8, 2010 ("Munns Trust"), have

succeeded to the interest previously held by Eldon T. Munns under the Jensen-Harris Spring Water Contract; and

WHEREAS, the City and Munns Trust desire to amend, restate, and clarify the present administration and delivery provisions of the Jensen-Harris Spring Water Contract while preserving the historical limitations upon the City's obligation; and

WHEREAS, the proposed Amended and Restated Agreement provides, among other things, that the City's water-delivery obligation is limited to an aggregate total of 15,000 gallons per calendar month through no more than two City-approved meters, that water used in excess of that amount will be charged at the City's applicable rate, and that no additional connections will be created under the entitlement; and

WHEREAS, the proposed Agreement further provides that subdivision, conveyance, partition, development, boundary adjustment, or other alteration of the benefited property will not increase or multiply the quantity of water, number of meters, number of connections, or other obligations of the City; and

WHEREAS, the proposed Agreement provides that unused portions of the monthly entitlement will not accumulate, carry forward, or create a monetary or water credit; and

WHEREAS, the proposed Agreement provides that relocation of either City meter requires prior written City approval and compliance with generally applicable City utility requirements, and that relocation costs will be borne by the requesting property owner unless otherwise agreed by the City in writing; and

WHEREAS, the proposed Agreement preserves Garland City's lawful authority to regulate and operate its municipal water system, including applicable conservation, emergency, meter, cross-connection, backflow, public-health, safety, and other utility requirements; and

WHEREAS, the Parties have also identified certain water charges paid from December 2023 through the effective date of the Agreement and have agreed that a one-time payment by Garland City of **One Thousand Three Hundred Twelve Dollars and Seventy Three Cents (\$1,312.73)** will constitute full and final settlement of claims for reimbursement, refund, credit, adjustment, or other recovery arising from water bills or charges through the effective date of the Agreement; and

WHEREAS, the Garland City Council finds that clarifying the historical water entitlement, preserving the limitations contained in the prior agreements, resolving the prior billing matter, and establishing a clear record concerning future administration of the entitlement are in the best interests of Garland City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GARLAND CITY, UTAH, AS FOLLOWS:

SECTION 1. APPROVAL OF AGREEMENT.

The Garland City Council hereby approves the **Amended and Restated Garland City and Clint R. and Brenda M. Munns, Trustees of the Clint R. and Brenda M. Munns Revocable Family Trust, as Successor-in-Interest to the Jensen-Harris Spring Water Contract**, substantially in the form presented to and reviewed by the City Council.

The Agreement is incorporated herein by this reference as though fully set forth and may be maintained with this Resolution as **Exhibit A**.

SECTION 2. CONFIRMATION OF MATERIAL TERMS.

In approving the Agreement, the City Council specifically acknowledges and approves the following material terms:

1. The City's obligation is limited to **a total of up to 15,000 gallons per calendar month** through no more than two City-approved meters.
2. The 15,000-gallon allowance is the combined total for both meters and is not a separate allowance for each meter, parcel, owner, dwelling, connection, or user.
3. Water used in excess of 15,000 gallons during any calendar month shall be charged at the City's then-applicable rate.
4. No additional meters or connections shall be granted under the Jensen-Harris Spring Water Contract or the Amended and Restated Agreement.
5. Unused monthly water does not accumulate, carry forward, or create a credit.
6. Subdivision, partition, conveyance, boundary adjustment, development, change in ownership, or other division or alteration of the benefited property shall not increase or multiply the City's obligation.
7. Relocation or reconnection of a meter remains subject to City approval and generally applicable City utility requirements.
8. Except as expressly provided concerning the first 15,000 gallons per month, the benefited property remains subject to generally applicable City utility requirements, regulations, fees, and lawful municipal regulation.
9. Nothing in the Agreement shall be construed to enlarge Garland City's historical water-delivery obligation under the Jensen-Harris Spring Water Contract.

SECTION 3. RECOGNITION OF SUCCESSOR-IN-INTEREST.

For purposes of administration of the Jensen-Harris Spring Water Contract and the Agreement approved herein, Garland City recognizes the Munns Trust as successor-in-interest to the contractual entitlement previously held by Eldon T. Munns.

Such recognition shall not, standing alone, constitute an acknowledgment or determination by Garland City that the Munns Trust owns a separately transferable, certificated, perfected, or decreed Utah water right independent of the benefited property.

SECTION 4. SETTLEMENT OF PRIOR WATER CHARGES.

The City Council hereby approves a one-time payment of **\$1,312.73** to Munns Trust in accordance with the Agreement.

Such payment is expressly conditioned upon execution of the Agreement and shall constitute full and final settlement of the claims identified therein relating to water bills and water charges through the effective date of the Agreement.

The appropriate City officers are authorized to issue the payment in accordance with normal City financial procedures.

SECTION 5. AUTHORIZATION TO EXECUTE.

The Mayor is hereby authorized to execute the Agreement on behalf of Garland City, and the City Recorder is authorized to attest the Mayor's signature.

The Mayor, City Recorder, City Attorney, Public Works Department, and other appropriate City officers and employees are further authorized to execute or prepare such documents and take such reasonable administrative actions as may be necessary to implement the Agreement and this Resolution.

The Mayor is authorized to approve nonmaterial, technical, formatting, or clerical modifications to the Agreement that do not materially increase the City's obligations, provided such modifications are approved as to form by the City Attorney.

Any material modification increasing the City's water-delivery obligation, increasing the number of permitted meters or connections, changing the 15,000-gallon monthly limitation, or materially changing the settlement terms shall require further approval of the City Council.

SECTION 6. PRIOR AGREEMENTS.

Except as expressly amended or clarified by the Amended and Restated Agreement, nothing in this Resolution is intended to enlarge, diminish, terminate, or otherwise modify rights or obligations arising under the 1929 Agreement or 1983 Amendment.

In the event of a conflict concerning the present manner, quantity, metering, or administration of water delivery, the Amended and Restated Agreement shall govern to the extent provided therein.

SECTION 7. SEVERABILITY.

If any section, clause, sentence, or provision of this Resolution is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity of the remaining portions of this Resolution.

SECTION 8. EFFECTIVE DATE.

This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the Garland City Council this ____ day of _____, 2026.

GARLAND CITY

By: _____
Danny Austin, Mayor

ATTEST:

Whitney Eggleston, City Recorder

APPROVED AS TO FORM:

Steve Brooks, City Attorney

VOTING

City Council	Vote
Council Member Jeanette Atkinson	☐ Aye ☐ Nay ☐ Abstain ☐ Absent
Council Member Angie Johnsen	☐ Aye ☐ Nay ☐ Abstain ☐ Absent
Council Member Tena Allen	☐ Aye ☐ Nay ☐ Abstain ☐ Absent
Council Member Jim Hall	☐ Aye ☐ Nay ☐ Abstain ☐ Absent
Council Member Josh Munns	☐ Aye ☐ Nay ☐ Abstain ☐ Absent

EXHIBIT A

When recorded Mail to:
Clint and Brenda Munns
13505 N. 6000. W
Garland, UT 84312

Box Elder County Parcel Nos: 06-113-0015 and 06-113-0005

**AMENDED AND RESTATED GARLAND CITY AND CLINT R. AND BRENDA M. MUNNS
TRUSTEES OF THE CLINT R. AND BRENDA M. MUNNS REVOCABLE FAMILY TRUST AS
SUCCESSOR-IN-INTEREST TO THE JENSEN-HARRIS SPRING WATER CONTRACT**

This Agreement is entered into this _____ day of _____, 2026, between Garland City ("City") and Clint R. and Brenda M. Munns, trustees of the Clint R. Munns and Brenda M. Munns Revocable Family Trust, u.a.d. March 8, 2010 ("Munns Trust"), referred to collectively as the "Parties."

RECITALS

A. On July 16, 1929, Hyrum and Sarah Jensen agreed to and subsequently conveyed to Garland City real property and water rights associated with the Jensen-Harris Spring ("1929 Agreement").

B. In the 1929 Agreement, in exchange for real property and water rights, the City agreed to provide Hyrum and Sarah Jensen with a right to receive one-third gallon per minute from the Spring ("Spring Right").

C. The 1929 Agreement is binding on the successors and assigns of each party.

D. In an agreement dated October 24, 1983, Jensens' successor Eldon Munns and Garland City agreed to amend the 1929 Agreement ("1983 Amendment" or, together with the 1929 Agreement, the "Jensen-Harris Spring Water Contract").

E. In the 1983 Amendment, the parties agreed that, in lieu of taking the one-third gallon per minute from the Spring to which he was entitled under the 1929 Agreement, Eldon Munns would take, and City would provide, 15,000 gallons of water per month from the City's culinary system.

F. The parties agreed Eldon Munns would take the water through two meters. The 1983 Amendment further provided that the two meters together would total 15,000 gallons per month, that water used in excess of 15,000 gallons would be paid for at the prevailing City rate, and that no other connections would be granted on the water entitlement.

G. Eldon Munns placed all his property in a trust and upon his death it passed to his wife, Alta Munns, as trustee of the family trust.

H. Alta Munns, as trustee of the family trust, subsequently conveyed all water rights and water shares to Clint R. Munns and Brenda M. Munns as trustees of the Clint R. and Brenda M. Munns Revocable Family Trust, u.a.d. March 8, 2010, including the Spring Right.

I. The parties intend and agree to amend and clarify the administration and delivery provisions of the Jensen-Harris Spring Water Contract as described herein, without enlarging the quantity of water, number of connections, or other water-delivery obligations historically imposed upon the City.

In consideration of the Recitals, promises, covenants, and warranties set forth herein and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SUCCESSOR-IN-IN-INTEREST

Based upon all documents submitted to or obtained by the City on this matter, the City recognizes Munns Trust as successor and assignee of the Jensen-Harris Spring Water Contract. Such recognition concerns succession to the contractual entitlement addressed herein and shall not, by itself, constitute an acknowledgment by City concerning ownership of a separately transferable, certificated, perfected, or decreed Utah water right.

2. SATISFACTION OF WATER ENTITLEMENT

The parties agree the 15,000 gallons of water the City agreed to provide under the 1983 Amendment, and this Agreement is intended to fully satisfy the quantity of water to which Munns Trust is entitled under the Jensen-Harris Spring Water Contract. Delivery by City of up to 15,000 gallons per month in accordance with this Agreement shall fully satisfy City's water-delivery obligation under the Jensen-Harris Spring Water Contract, and neither Munns Trust nor its successors shall be entitled to both such culinary water delivery and a separate or additional delivery of one-third gallon per minute directly from the Spring for the same period.

3. WATER DELIVERY

Consistent with the terms of the 1983 Amendment, City agrees to continue to provide Munns Trust, and subsequent owners of the Benefited Property entitled to the benefit of the Jensen-Harris Spring Water Contract, with up to an aggregate total of 15,000 gallons of water per calendar month, without volumetric water charge, to be delivered through no more than two City meters. The 15,000-gallon monthly entitlement is the total combined entitlement through both meters and is not an entitlement of 15,000 gallons per meter, parcel, owner, dwelling, connection, or user. Any water used in excess of the aggregate 15,000 gallons during any calendar month shall be charged at Garland City's then-applicable rate, consistent with the 1983 Amendment. Unused portions of the 15,000-gallon monthly entitlement shall not accumulate, carry forward to another month, or create a monetary or water credit.

a. Existing meters

The City meters are located on Box Elder County parcel 06-113-0015 and used on Box Elder County parcels 06-113-0015 and 06-113-0005. The parties acknowledge that one meter is presently disconnected. The meter was not disconnected by any actions of the City.

Nothing in this Agreement obligates City, at City's expense, to reconnect, relocate, repair, replace, reconstruct, or install the disconnected meter or associated service facilities. Any requested reconnection shall be subject to generally applicable City utility requirements.

b. Relocation of meters

Munns Trust may request that one or both meters be relocated to a different location on parcel 06-113-0015 or 06-113-0005. Any relocation shall require the City's prior written approval, which shall not be unreasonably withheld, and shall comply with the City's generally applicable utility requirements, engineering standards, meter requirements, easement requirements, and other applicable regulations. Unless otherwise agreed by City in writing, all costs associated with relocation shall be borne by Munns Trust or the subsequent owner requesting the relocation.

Relocation of either meter shall not increase the City's aggregate obligation of 15,000 gallons per calendar month or permit more than two meters or connections under this Agreement.

c. Entitlement running with land

The Parties acknowledge that the Jensen-Harris Spring Water Contract provides for the water entitlement to run with the benefited land. For purposes of this Agreement, the benefited property is presently identified as Box Elder County Parcel Nos. 06-113-0015 and 06-113-0005 (collectively, the "Benefited Property"). The entitlement recognized herein shall not be separately assigned or transferred apart from the Benefited Property.

Subdivision, partition, boundary adjustment, conveyance, development, change in ownership, or other division or alteration of the Benefited Property shall not increase or multiply City's obligations under the Jensen-Harris Spring Water Contract or this Agreement. Regardless of any such change, City's obligation shall remain limited to an aggregate total of 15,000 gallons per calendar month through no more than two City-approved meters or connections.

No additional meter or connection shall be granted under the Jensen-Harris Spring Water Contract or this Agreement.

d. City utility regulation

Except for the water charges applicable to the first 15,000 gallons per calendar month, water service to the Benefited Property remains subject to City's generally applicable ordinances, regulations, utility policies, fees, and requirements. Nothing in this Agreement limits City's lawful authority concerning operation of its municipal water system, including emergency restrictions, water conservation requirements, meter standards, cross-connection and backflow requirements, system maintenance, and public health and safety regulations.

4. REIMBURSEMENT AND SETTLEMENT OF PRIOR WATER CHARGES

City agrees to reimburse, by one-time payment, to the Munns Trust for applicable water charges paid from December 2023 through the effective date of this Agreement, a total of \$1312.73. Reimbursement will be made within 60 days of execution of this Agreement.

The Parties agree that such payment constitutes full and final settlement of all claims by Munns Trust, and persons claiming through Munns Trust, for reimbursement, refund, credit, adjustment, or other recovery arising from water bills or water charges assessed or paid through the effective date of this Agreement. This settlement does not affect the Parties' prospective rights and obligations under this Agreement.

5. COOPERATION

The parties agree to cooperate in good faith if additional actions are required to enable either party to perform under this Agreement.

Nothing in this Section requires either party to agree to an amendment that materially enlarges its obligations under this Agreement. Any material amendment shall be in writing and executed by the parties or their lawful successors.

6. RELATIONSHIP TO PRIOR AGREEMENTS

Except as expressly amended or clarified herein, the 1929 Agreement and 1983 Amendment remain in effect. In the event of a conflict between this Agreement and the prior agreements concerning the manner, quantity, metering, or administration of water delivery, this Agreement shall control. Nothing herein shall be construed to enlarge City's historical water-delivery obligation.

7. CITY APPROVAL

This Agreement is subject to approval by the Garland City Council and shall become effective upon execution by the authorized representatives of both Parties following such approval.

SIGNATURES

GARLAND CITY

By: _____
Daniel Austin, Mayor
Dated: _____

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF BOX ELDER)

On this ____ day of _____, 2026, personally appeared Daniel Austin, whose identify was proven on the basis of satisfactory evidence, and duly affirmed that he is authorized to and executed the foregoing Amended and Restated Garland City and Clint R. and Brenda M. Munns Trustees of the Clint R. and Brenda M. Munns Revocable Family Trust as Successor-in-interest to the Jensen-Harris Spring Water Contract.

NOTARY PUBLIC
Printed Name: _____
My Commission No.: _____
My Commission Expires: _____

SEAL

ATTEST:

City Recorder

Approved by the Garland City Council on _____, 2026.

**CLINT R. MUNNS, TRUSTEE OF
THE CLINT R. AND BRENDA M. MUNNS REVOCABLE FAMILY TRUST**

Dated: _____

ACKNOWLEDGMENT

STATE OF UTAH)
)
 : ss.
COUNTY OF BOX ELDER)

On this ____ day of _____, 2026, personally appeared Clint R. Munns, whose identify was proven on the basis of satisfactory evidence, and duly affirmed that he is authorized to and executed the foregoing Amended and Restated Garland City and Clint R. and Brenda M. Munns Trustees of the Clint R. and Brenda M. Munns Revocable Family Trust as Successor-in-interest to the Jensen-Harris Spring Water Contract.

NOTARY PUBLIC

Printed Name: _____

My Commission No.:

My Commission Expires: _____

SEAL

**BRENDA M. MUNNS, TRUSTEE OF
THE CLINT R. AND BRENDA M. MUNNS REVOCABLE FAMILY TRUST**

Dated:

ACKNOWLEDGMENT

STATE OF UTAH)
)
 : ss.
COUNTY OF BOX ELDER)

On this ____ day of _____, 2026, personally appeared Brenda M. Munns, whose identify was proven on the basis of satisfactory evidence, and duly affirmed that she is authorized to and

executed the foregoing Amended and Restated Garland City and Clint R. and Brenda M. Munns Trustees of the Clint R. and Brenda M. Munns Revocable Family Trust as Successor-in-interest to the Jensen-Harris Spring Water Contract.

NOTARY PUBLIC

Printed Name: _____

My Commission No.: _____

My Commission Expires: _____

SEAL