

AMENDMENT TO WATER SUPPLY CONTRACT

This Amendment is made this 22nd day of March, 2016, to the Water Supply Contract dated the 13th day of March, 2014 between the DUCHESNE COUNTY WATER CONSERVANCY DISTRICT, a water conservancy district organized under the laws of the State of Utah, with its principal place of business at Roosevelt, Duchesne County, Utah, herein referred to as the "Conservancy District", and JOHNSON WATER IMPROVEMENT DISTRICT, a water district organized under the laws of the State of Utah, with its principal place of business at Roosevelt, Duchesne County, Utah, herein referred to as "Johnson".

Section 6.4 Back-Flow Prevention Program is hereby replaced by the following 6.4 Back-Flow Prevention Program and incorporated as part of the above referenced Agreement.

The Purchaser shall be responsible to conduct and enforce an ongoing cross-connection control program throughout the Purchaser's service area. This is required so as to ensure good quality water is delivered to the Purchaser residences, as well as to other Conservancy District customers. The program must comply with applicable State regulations and include back-flow prevention. Pressure reducing vault shall be constructed as part of the pipeline. Conservancy District will own, operate and maintain the pressure reducing valves and control valves in the vaults.

Section 7.3 Remedies is hereby replaced by the following Section 7.3 Remedies and incorporated as part of the above referenced Agreement.

Section 7.3. Remedies. Failure of the Purchaser to perform any covenant or requirement of the Purchaser under this agreement within ninety (90) days after having been notified in writing by the Conservancy District of

such failure shall constitute an event of default hereunder and shall allow the Conservancy District to take enforcement remedies including, but not limited to, the following:

- (a) impose the eighteen (18%) percent interest charge provided for in Section 7.1 above, and
- (b) appoint a trustee to act as a receiver of revenues of the Purchaser's water system for purposes of applying the revenues toward the payments required in this agreement, and in general, protecting and enforcing the rights of the Conservancy District, in which case all administrative costs of the receiver in performing that function shall be paid by the Purchaser.
- (c) terminate on 30 days notice delivery of water provided for by this agreement.
- (d) exercise its right to require a levy as provided in § 17B-2a-1007.

JOHNSON WATER DISTRICT

By: *James F. Murray*
Chair

Date: 3-16-16

ATTEST:

Karen Ohky

DUCHESNE COUNTY WATER
CONSERVANCY DISTRICT

Morgan Henderson
DCWCD, Chairman

ATTEST:

Clyde Watkins
General Manager

Date: 3-22-16