

If to Roosevelt:

Roosevelt City  
255 South State Street

Roosevelt, Utah 84066

17. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah, without respect to the conflict and/or choice of law provisions under Utah law.

18. **Entire Agreement.** This Agreement shall constitute the entire agreement between the Parties relating to the subject matter hereof, and it supersedes any prior understanding, representation, or agreement of the Parties regarding the subject matter hereof.

19. **Amendments to Agreement.** Any modification of this Agreement shall be binding only if evidenced in writing signed by each Party and approved by each Party's governing body.

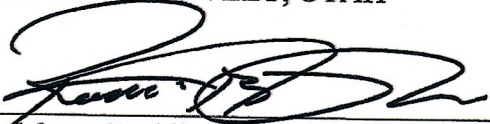
20. **Attorney Fees.** In the event that any action is filed in relation to this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in the action.

21. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

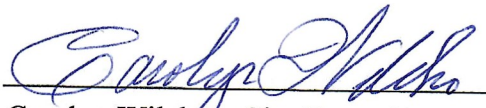
22. **Severable.** In the event that any provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other provision herein contained. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be valid to the extent of the scope or breadth permitted by law.

IN WITNESS THEREOF, each Party to this Agreement has caused it to be executed on the date indicated below.

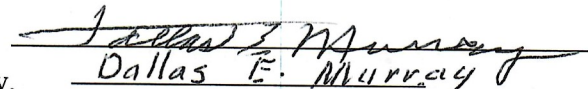
CITY OF ROOSEVELT, UTAH

  
By, Mayor Roddie I Bird Jr.


Attest:

  
Carolyn Wilcken, City Recorder

JOHNSON WATER IMPROVEMENT  
DISTRICT

  
By, Dallas E. Murray

Attest:

  
Karen Ashby, Secretary