[CITY] REUSE AUTHORIZATION CONTRACT

This Reuse Authorization Contract ("**Agreement**") is entered into as of _____, 2024 ("**Effective Date**"), by and between Washington County Water Conservancy District, a water conservancy district organized and existing under the Utah Water Conservancy District Act ("**WCWCD**") and [City's Name], a municipal corporation and political subdivision of the State of Utah ("**City**"). WCWCD and the City may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

A. Capitalized terms that do not have a definition in the Recitals are defined in Section 2 of this Agreement.

B. WCWCD is a Public Agency as defined in Section 73-3c-102(5) of the Utah Wastewater Reuse Act (Utah Code Ann. § 73-3c-101 to -401) ("**Reuse Act**").

C. WCWCD diverts Water Rights and delivers District Water Supplies to Municipal Customers, Retail Customers, and Contract Users.

D. WCWCD and the City are parties to the Revised Regional Water Supply Agreement dated January 1, 2019, as it may be amended and/or renumbered from time to time ("**RWSA**"). The City is a Municipal Customer under the RWSA.

E. WCWCD, in cooperation with the City, other municipal partners, and regional publicly owned treatment works operated by Ash Creek Special Service District ("**ACSSD**") and St. George City, is designing, permitting, and constructing the Regional Reuse Purification System. The Regional Reuse Purification System will be a Water Reuse Project as defined in Section 73-3c-102(9) of the Reuse Act.

F. WCWCD has, or will, enter into Reuse Authorization Contracts for each water reclamation facility that will receive Domestic Wastewater and generate Reuse Water in connection with the Water Reuse Project ("**Water Reclamation Facilities**").

G. The City has entitlements to the beneficial use of water, whether by contract, interest in real property, or rights granted by the State or other governmental entity; these entitlements are identified in Exhibit A, which is attached and incorporated herein by this reference ("**City Water Rights**").

H. The City is a Public Agency, it owns the City Water Rights, and it supplies retail water to its residents.

I. The City uses its Municipal System to divert the City Water Rights, or receive delivery of them, and to then deliver the City Water Rights to its retail customers. The City will use the Municipal System to receive delivery of Reuse Water from WCWCD at the Delivery Points and to then deliver the Reuse Water to its retail customers.

J. The City may construct, own, and operate a Wastewater Collection System or it may contract with a third party to own and operate all or a portion of the Wastewater Collection System.

K. Municipal Customers (other than the City), Retail Customers, Contract Users, and Non-RWSA Users may have entitlements to the beneficial use of water, whether by contract, interest in real property, or rights granted by the State or other governmental entity ("**MRC Water Rights**").

L. WCWCD has, or will, enter into Reuse Authorization Contracts with each Municipal Customer, Retail Customer, Contract User, or Non-RWSA User whose MRC Water Rights will be used in the Water Reuse Project or who will receive delivery of Reuse Water from the Water Reuse Project.

M. Delivery and beneficial use of the City Water Rights, District Water Supplies, and MRC Water Rights for culinary use generates Domestic Wastewater. Domestic Wastewater generated from beneficial use of the City Water Rights, District Water Supplies, and MRC Water Rights will be collected and conveyed to one or more Water Reclamation Facilities for treatment. WCWCD's planned Regional Reuse Purification System will receive Reuse Water generated from the Water Reclamation Facilities; convey the Reuse Water using the WCWCD Reuse Facilities; and then deliver it for beneficial use by the City, other Municipal Customers, Retail Customers, Contract Users, and Non-RWSA Users.

N. The City will deliver the Reuse Water it receives from WCWCD to the City's retail customers.

O. WCWCD desires to receive and deliver Reuse Water, as permitted by the Reuse Act. The City desires to authorize WCWCD to use the City Water Rights in connection with the Regional Reuse Purification System and to receive Reuse Water deliveries from WCWCD.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The above-referenced recitals are incorporated into this Agreement by this reference.

2. Definitions.

a. "Applicable Law(s)" means applicable local, state, and federal laws, regulations, rules, and orders of any public authority, as the same may be amended and/or renumbered from time to time.

b. "Delivery Points" means each point of delivery under this Agreement from the WCWCD Reuse Facilities into the Municipal System ("**Delivery Points**").

c. "Non-RWSA User" means any water user that is not a party to the RWSA and has entered into a Reuse Authorization Contract with WCWCD that permits WCWCD to divert and use the Non-RWSA User's MRC Water Rights or provides for delivery of Reuse Water from WCWCD to the Non-RWSA User.

d. "Regional Reuse Purification System" is a Water Reuse Project, as defined in the Reuse Act, and includes all water collection, conservation, development, storage, treatment, supply, transportation, and distribution facilities, hydroelectric generating, transmission and distribution facilities, and related facilities that are used to receive, convey, store, treat, and deliver Reuse Water.

e. "Reservoirs" means above or below ground water storage facilities that are (i) currently owned, jointly owned, operated, or jointly operated by WCWCD, including Sand Hollow Reservoir, Sand Hollow Aquifer Storage and Recovery, Quail Creek Reservoir, Gunlock Reservoir, Kolob Reservoir, Ivins Reservoir, and Chief Toquer Reservoir; or (ii) to be hereafter owned, jointly owned, operated, or jointly operated by WCWCD.

f. Reuse Act. The following capitalized terms shall have the meaning set forth in the Reuse Act, as it may be amended and/or renumbered from time to time: Domestic Wastewater; POTW; Public Agency; Reuse Authorization Contract; Reuse Water; and Water Reuse Project.

g. RWSA. The following capitalized terms shall have the meaning set forth in Section 1.1 (Definitions) of the RWSA, as it may be amended and/or renumbered from time to time: Contract Users; District Water Supplies; Existing Contract User; Municipal Customers; Municipal System; Raw Water; Retail Customers; Treated Water; Water Right; Water Supplies; and Wholesale Rate.

h. "Uncontrollable Forces" means (i) any cause beyond the reasonable control of the Party affected, including inadequate supply of water, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, accident, unlawful actions or omissions by others, and restraint by court or public authority, which, by exercise of due diligence and foresight, the Party could not reasonably have been expected to avoid, and (ii) the inability to acquire for any particular facility the necessary (A) financing, (B) environmental permits, (C) land use and other required authorizations, or (D) other permits or authorizations.

i. "Wastewater Collection System" means all collection, transmission, and related facilities, used to collect Domestic Wastewater from the City's retail customers and convey it to a Water Reclamation Facility.

j. "WCWCD Reuse Facilities" includes all water collection, conservation, development, storage, treatment, supply, transportation, and distribution facilities, hydroelectric generating, transmission and distribution facilities, and related facilities used to receive, convey, store, treat and deliver Reuse Water that are (i) currently owned or operated by WCWCD; or (ii) to be hereafter owned or operated by WCWCD.

3. Term and Termination. This Agreement shall remain in full force and effect for fifty (50) years from the Effective Date; provided, however, that the Parties may (a) terminate this Agreement early through a written agreement signed by each Party or (b) extend the term of this Agreement through a written agreement signed by each Party.

4. Reuse Authorization. This Agreement shall constitute a Reuse Authorization Contract for purposes of Sections 73-3c-202(1) and 73-3c-102(7)(a) of the Reuse Act. The City consents to WCWCD's receipt of Reuse Water generated from the City Water Rights and delivery of that Reuse Water through the WCWCD Reuse Facilities and the Regional Reuse Purification System for beneficial use. In addition, the City, as owner of the City Water Rights, an entity that will engage in retail sale of Reuse Water from the Regional Reuse Purification System, and an entity that supplies retail water that will be replaced by Reuse Water, consents to receive delivery of Reuse Water from WCWCD. WCWCD acknowledges that that reuse must be consistent with the underlying City Water Rights, or a change application must be approved by the Utah State Engineer.

5. Permitting.

a. Permits.

i. The City, at its sole cost, shall obtain all local, state, and federal permits and approvals required by Applicable Laws to construct and operate the Municipal System.

ii. If the City owns or operates all, or a portion, of the Wastewater Collection System, it shall, at its sole cost, obtain all local, state, and federal permits and approvals required by Applicable Laws to construct and operate the Wastewater Collection System.

iii. WCWCD, at its sole cost, shall obtain all local, state, and federal permits and approvals required to construct and operate the WCWCD Reuse Facilities.

b. Reporting.

i. The City shall comply with all reporting requirements of the Utah State Engineer, Utah Division of Water Quality, and Applicable Laws for the City Water Rights, Municipal System, and, if the City owns or operates all, or a portion, of the Wastewater Collection System, the Wastewater Collection System.

ii. WCWCD shall comply with all reporting requirements of the Utah State Engineer, Utah Division of Water Quality, and Applicable Laws for the District Water Supplies and WCWCD Reuse Facilities.

c. Good Standing. Each Party agrees to file all subsequent applications, requests, reports, or other documents necessary to keep active and maintain in good standing the permits it obtained pursuant to this Section 5.

6. Construction.

a. Subject to Section 6(c), the City shall design, permit, construct, and install, at its sole cost, improvements and upgrades to, or future phases of, the Municipal System (i) in a safe, good, and workmanlike manner and in conformance with its designs and Applicable Law and (ii) as necessary to receive delivery of Reuse Water or District Water Supplies at the Delivery Points and deliver the Reuse Water or District Water Supplies to its retail customers in quantities contemplated by, and in accordance with the terms of, this Agreement.

b. Subject to Section 6(c), WCWCD shall, at its sole cost, design, permit, construct and install the WCWCD Reuse Facilities in a safe, good, and workmanlike manner and in conformance with relevant designs and Applicable Law.

c. The Parties shall cooperate in good faith during design of future improvements, upgrades, and phases of the Municipal System and WCWCD Reuse Facilities to ensure that the infrastructure is designed and constructed in a manner that allows each Party to fulfill its obligations under this Agreement.

7. Inspection.

a. During any period of construction on portions of the Municipal System in reasonable proximity to the Delivery Points, WCWCD's staff and consultants shall have the reasonable right of access to inspect, test, and observe any work thereon.

b. During any period of construction on portions of the WCWCD Reuse Facilities in reasonable proximity to the Delivery Points, the City's staff and consultants shall have the reasonable right of access to inspect, test, and observe any work thereon.

8. Operation and Maintenance.

a. The City shall perform all operations, maintenance, repair, and replacement ("**O&M**") on the Municipal System and its appurtenant facilities consistent with the terms of this Agreement and Section 9.1 (Operation of Municipal Customer Systems) of the RWSA; in a safe, good, and workmanlike manner; in compliance with Applicable Law; and in conformance with industry standards.

b. WCWCD shall perform all O&M on the WCWCD Reuse Facilities consistent with the terms of this Agreement; in a safe, good, and workmanlike manner; in compliance with Applicable Law; and in conformance with industry standards.

9. Delivery Points and Parties' Facilities. The Parties agree to cooperate in good faith to (a) define each Delivery Point and (b) distinguish between the end of the applicable WCWCD Reuse Facilities, which will be owned and operated by WCWCD in accordance with Section 8(b), and the beginning of the Municipal System, which will be owned and operated by the City in accordance with Section 8(a). The Parties shall agree upon the information required by Section 8(a)-(b) and include a description and depiction of this information as part of Exhibit B, which is attached and incorporated herein by this reference.

10. Reuse Water Treatment Standards. Reuse Water delivered by WCWCD through the WCWCD Reuse Facilities to the City may be Raw Water or Treated Water. At a minimum, all Reuse Water will be treated to permit Type I uses of Reuse Water, as set forth in Rule R317-3-11.4(A) of the Utah Administrative Code and Applicable Law, as these authorities may be amended and/or renumbered from time to time.

11. Water Right Ownership and Reuse Authorization Contracts.

a. WCWCD is the owner of all Water Rights held by WCWCD on the Effective Date, or subsequently acquired by WCWCD.

b. The City is the owner of all City Water Rights held by the City on the Effective Date, or subsequently acquired by the City. The City grants WCWCD the right to use Reuse Water attributable to the City Water Rights and deliver it for beneficial use within WCWCD's service area.

c. The MRC Water Rights are owned by the applicable Municipal Customer, Retail Customer, Contract User, or Non-RWSA User. WCWCD will enter into a separate Reuse Authorization Contract with each other Municipal Customer, Retail Customer, Contract User, and Non-RWSA User that grants WCWCD the right to use and deliver Reuse Water attributable to the applicable MRC Water Rights. The City acknowledges that WCWCD will have the right to use Reuse Water attributable to applicable MRC Water Rights pursuant to Reuse Authorization Contracts entered with Municipal Customers, Retail Customers, Contract Users, and Non-RWSA Users.

d. WCWCD's rights to use Reuse Water generated from the City Water Rights and MRC Water Rights shall be part of the District Water Supplies.

12. Water Deliveries.

a. City Water Rights.

i. *Minimum Delivery*. WCWCD will make available to the City a quantity of the District Water Supplies equal to the quantity of Reuse Water generated from the City Water Rights, less depletions, as calculated in accordance with Section 12(a)(ii) ("**Minimum Delivery**"). WCWCD may deliver District Water Supplies, other than Reuse Water generated from the City Water Rights, to satisfy the Minimum Delivery under this Section 12(a)(i).

ii. *Depletion Accounting*. The District's annual Minimum Delivery to the City under Section 12(a)(i) shall be calculated using the procedure set forth in Exhibit C, which is attached and incorporated herein by this reference.

iii. *Rate and Timing of Delivery*. Subject to the physical capacity of, and transit time through, the WCWCD Reuse Facilities, WCWCD will make the Minimum Delivery available to the City at the rate and times that Reuse Water generated from the City Water Rights is discharged from a Water Reclamation Facility.

iv. *Delivery Location*. WCWCD shall deliver the Minimum Delivery to the Delivery Points. WCWCD's deliveries shall be metered at or near the Delivery Points.

v. *Unused Minimum Delivery*. At the end of each calendar year, the City's entitlement to receive Minimum Delivery generated during that calendar year will expire.

vi. *Reservoir Storage*. If WCWCD has unused capacity available in one of the Reservoirs, it may, in its discretion, agree to store portions of the Minimum Delivery to facilitate the City's use of the Minimum Delivery. If WCWCD agrees to store portions of the Minimum Delivery, the Parties shall agree upon the timing, rate, and volume at which WCWCD will release the stored Minimum Delivery from the Reservoir to the City. This Agreement does not entitle the City to storage capacity in any of the Reservoirs.

b. Other Water Rights. When delivering water to the City pursuant to this Agreement and the RWSA, WCWCD will deliver District Water Supplies and, in its discretion, may deliver Reuse Water generated from District Water Rights or MRC Water Rights.

c. Non-RWSA Users. The City acknowledges that WCWCD may deliver Reuse Water, including Reuse Water generated from the City Water Rights, to Non-RWSA Users for the purpose of acquiring separate Water Supplies from the Non-RWSA Users, as needed to meet anticipated demand of Municipal Customers, Retail Customers, and Contract Users.

13. Water Right Applications.

a. Reuse Act Requirements. Because it may satisfy its delivery obligations under Section 12(a)(i) using District Water Supplies and it may acquire unused portions of the Minimum Delivery under Section 12(a)(v), WCWCD may want to deliver Reuse Water generated from the City Water Rights to areas within WCWCD's service area but outside the City's service area. Section 73-3c-202(2) of the Utah Code requires WCWCD's delivery of Reuse Water to be consistent with the underlying City Water Rights. If the City Water Rights do not permit beneficial use within WCWCD's service area, a change application may be required. To help fulfill its delivery obligations under this Agreement, WCWCD may want to file one or more change applications to authorize delivery of the City Water Rights within WCWCD's service area. WCWCD acknowledges and agrees that any change application filed under this Section 13 does not alter the City's ownership of the City Water Rights or the Minimum Delivery under Section 12(a)(i).

b. Change Applications.

i. To the extent that WCWCD desires to file a change application to modify one or more of the City Water Rights by authorizing delivery of Reuse Water within WCWCD's service area, it will prepare a draft change application and deliver it to the City for review and approval, which approval shall not be

unreasonably withheld, conditioned, or delayed. Upon approval, the City shall return a signed copy of the change application to WCWCD. WCWCD will then, at its sole cost, file the change application and prosecute it. In the event that (A) a change application is protested, (B) approval of a change application is subject to a request for reconsideration or petition for judicial review, (C) the Utah State Engineer rejects a change application, or (D) the Utah State Engineer imposes conditions on approval of a change application that WCWCD deems unacceptable, WCWCD shall decide whether or how to continue to prosecute the change application to a final, non-appealable Order that is satisfactory to WCWCD. If any of the conditions in this Section 13(b)(i)(A)-(D) are met, WCWCD may elect to withdraw the change application or stop prosecuting it.

ii. WCWCD may, in accordance with the procedures set forth in this Section, (A) file one or more change applications to modify the City Water Rights and (B) file a new change application to replace a previously approved change application that WCWCD filed under this Section.

iii. The City agrees to cooperate with WCWCD, at WCWCD's request, in the preparation, filing, and prosecution of any change application permitted by this Section.

c. Reporting, Good Standing.

i. Consistent with Section 5(b)(i), the City shall comply with the Utah State Engineer's reporting requirements for any change application filed and approved pursuant to this Section.

ii. Consistent with Section 5(c), the City shall file all subsequent applications, requests, reports, or other documents necessary to keep active and maintain in good standing any change application filed and approved pursuant to this Section.

iii. WCWCD will provide documents and information in its possession, and otherwise cooperate, to help the City comply with its obligations under Sections 13(c)(i)-(ii).

14. Rates. The City shall pay the Wholesale Rate for all water deliveries from WCWCD to the City made pursuant to this Agreement. The Wholesale Rate will be set and revised, and invoiced, paid, and collected, in accordance with Article 8 (Charges and Payments) of the RWSA, as it may be amended and/or renumbered from time to time. The Wholesale Rate may have separate components for Treated Water and Raw Water, as provided in Sections 8.5.1 (Purpose and Level of Wholesale Rate) and 8.5.2 (Considerations in Setting Charge) of the RWSA. WCWCD will periodically update the Wholesale Rate using the procedure set forth in Section 8.7 (Periodic Review of Charges) of the RWSA.

15. Secondary Metering.

a. The City shall comply with the requirements of Section 73-10-34 of the Utah Code, as it may be amended and/or renumbered from time to time. If the City obtains an exemption from meter installation requirements pursuant to Section 73-10-34(10) of the Utah Code, as it may be amended and/or renumbered from time to time ("**Section 34(10)**") the City shall:

i. For any new secondary water connection, for which the City's design review began after January 1, 2025, install and maintain (or require the installation of) a meter box and meter set capable of accommodating a secondary water meter and AMI unit.

ii. If an existing secondary water connection does not have a meter box and meter set, and either the City or customer replaces a portion of the secondary water service lateral, or a portion of the secondary water pipeline supplying the secondary water service lateral, as part of the replacement project, install (or require the installation of) a meter box and meter set capable of accommodating a secondary water meter and AMI unit for each secondary water connection on a secondary water service lateral that is (A) replaced in connection with the replacement project or (B) connected to the portion of the secondary water pipeline that is replaced as part of the replacement project.

b. For any secondary water connection that is no longer subject to an exemption under Section 34(10), within six months of the date on which the secondary water connection stops qualifying for an exemption, install and maintain (or require the installation of) a water meter and AMI unit at the applicable secondary water connections.

c. The term "secondary water connection" has the meaning set forth in Section 73-10-34(1)(j) of the Utah Code.

16. Mutual Indemnity. The Parties are "governmental entities" as defined in the Utah Governmental Immunity Act (Utah Code § 63G-7-101 et. seq.). Nothing in this Agreement will be construed as a waiver by either or both Parties of any rights, limits, protections, or defenses provided by the Utah Governmental Immunity Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a Party to this Agreement is otherwise entitled. Subject to and consistent with the Utah Governmental Immunity Act, each Party (as the "**Indemnifying Party**") shall indemnify, defend, and hold harmless the other Party and its Board, City Council, managers, members, agents, and employees (collectively, the "**Indemnified Party**") from and against all claims and liabilities (including reasonable attorney's fees and court costs) caused by or arising out of any third-party claim alleging: (a) a negligent or more culpable act or omission of the Indemnifying Party, including any reckless or willful misconduct, in connection with the performance of its obligations under this Agreement, (b) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable act or omission of the Indemnifying Party, including any reckless or willful misconduct, or (c) violation of Applicable Laws by the Indemnifying Party, except to the extent a claim or liability under Section 16(a) and (b) results from the gross negligence, recklessness, or willful misconduct of the Indemnified Party.

17. Default.

a. Subject to Section 17(b), if a Party fails to perform its obligations hereunder, or comply with the terms and provisions hereof, and such failure remains uncured for a period of thirty (30) days ("**Cure Period**") after receiving written notice of default from the non-breaching Party, then the non-breaching Party may, in its discretion, pursue all rights and remedies which it may have at law and in equity, including but not limited to injunctive relief, specific performance, damages, and/or termination of the Agreement;

b. If a default described in Section 17(a) cannot reasonably be cured within the Cure Period, and the defaulting Party has commenced to cure such default within the Cure Period and thereafter uses reasonable efforts to cure the default, then the Cure Period shall be extended so long as the defaulting Party continues diligently pursuing cure of the default.

18. Force Majeure. No Party shall be considered to be in default with respect to any obligation herein and no Party shall forfeit any right provided herein if the defaulting Party was prevented from fulfilling such obligation or exercising such right by reason of Uncontrollable Forces. A Party rendered unable to fulfill any obligation or exercise any right by reason of Uncontrollable Forces shall use every reasonable effort to remove such inability with all reasonable dispatch.

19. Notice. Any and all notices, demands, or other communications required pursuant to this Agreement must be in writing and shall have been properly given and effective when received by the Party to be noticed, or when deposited in the United States mail, certified or registered, or when deposited with a nationally recognized overnight delivery service which keeps receipts of delivery, to the following addresses:

To WCWCD at:
Washington County Water Conservancy District
Attn: General Manager
533 East Waterworks Drive
St. George, Utah 84770

To City at:
[City's Name]
[City's Address]

Either Party may change its address for the purpose of receiving notices, demands and other communications set forth in this Agreement by providing written notice in the manner set forth above.

20. Further Assurances.

a. The Parties to this Agreement agree to do such further acts, take such action, and to execute and deliver to each other such additional agreements, certificates, documents, applications, and instruments as may reasonably be required or deemed advisable to effect the purposes of this Agreement.

b. Each Party (as the "**Non-Financing Party**") acknowledges that the other Party (as the "**Financing Party**") may finance or refinance design, construction, and operation of the WCWCD Reuse Facilities (in the case of WCWCD) or the Municipal System or portions of the Wastewater Collection System owned by the City (in the case of the City) from time to time with bonds, loans, grants, and other financial instruments ("**Instruments**"). The Non-Financing Party shall execute all agreements, consents, certificates, and other documents reasonably requested in order that any Instruments be issued in compliance with Applicable Laws, and shall provide whatever additional information is reasonably requested by the Financing Party in connection with complying with Applicable Laws. The Non-Financing Party agrees to comply with requirements set forth by bondholders, lenders, or similar parties as necessary for the Financing Party to secure and maintain the Instruments.

21. Assignment. Except as provided in Section 22, or as otherwise agreed to by the Parties in writing, neither WCWCD nor City may assign or otherwise transfer any of its rights or obligations under this Agreement and any such purported assignment or other transfer shall be void.

22. Permitted Assignments. A Financing Party may assign any of its rights and obligations under this Agreement in connection with the Instruments.

23. Binding Effect. This Agreement shall bind and benefit the respective successors and assigns of the Parties.

24. No Relationship. Nothing in this Agreement creates, or is intended to create, any interlocal entity, partnership, joint venture, or fiduciary relationship between the Parties.

25. No Third-Party Rights. The obligations of WCWCD and the City set forth in this Agreement shall not create any rights in or obligations to any other persons or parties not a party to this Agreement.

26. Entire Agreement. This Agreement, together with the Exhibits attached hereto, and the RWSA collectively contain the entire agreement by and between the Parties with respect to the subject matter hereof, and supersede any prior promises, representations, warranties, inducements, or understanding between the Parties which are not contained herein. If there is any conflict or inconsistency between this Agreement and the RWSA, the RWSA shall control.

27. No Waiver. Any Party's failure to enforce any of the provisions of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions of this Agreement may be waived only in writing by the Party intended to be benefitted by the provision, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provision.

28. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a final decision of a court of competent jurisdiction, any enforceable portion thereof, and the remaining provisions of this Agreement, shall continue in full force and effect.

29. Governing Law and Venue. The laws of the State of Utah shall govern this Agreement and the transactions contemplated by this Agreement, without giving effect to the choice of law rules thereof. The Parties agree that any judicial action associated with this Agreement shall be taken in the St. George District Court of the Fifth Judicial District of the State of Utah.

30. Amendment. This Agreement may only be amended, modified, or supplemented by a written agreement signed by WCWCD and the City.

31. Interpretation. The Parties hereto acknowledge and agree that: (i) each Party has had a full and fair opportunity to have counsel review and to negotiate the terms of this Agreement; and (ii) the terms and provisions of the Agreement shall be construed fairly to all Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.

32. Paragraph Headings. The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this Agreement.

33. Counterparts. This Agreement may be signed in counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. The Parties intend that fax or emailed .pdf signatures constitute original signatures and that a faxed or emailed agreement containing the signatures (original, .pdf, or faxed) of all the Parties is binding on the Parties.

[*Signatures on following page*]

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective, duly authorized representatives as of the Effective Date.

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, a Utah water conservancy district

By: _____
Name: Ed Bowler
Its: Chair, Board of Trustees

ATTEST:

_____
Secretary, Board of Trustees

APPROVED AS TO FORM:

_____
By: Jodi Richins, WCWCD's Counsel

[CITY'S NAME], a municipal corporation and political subdivision of the State of Utah

By: _____
Name: _____
Its: _____

ATTEST:

_____
City Recorder

APPROVED AS TO FORM:

By: _____
Name: _____
Its: City Attorney

Exhibit A
[To City Reuse Authorization Contract]

City Water Rights

Exhibit B
[To City Reuse Authorization Contract]

Delivery Points

[Before WCWCD delivers water to a Delivery Point pursuant to the terms of this Agreement, the Parties will identify, describe, and provide a depiction of the Delivery Point under Section 9. The description and depiction will distinguish between the WCWCD Reuse Facilities and Municipal System.]

Exhibit C
[To City Reuse Authorization Contract]

Procedure for Depletion Accounting

WCWCD's Minimum Delivery to the City under Section 12(a)(i) shall be calculated by identifying the quantity of the City Water Rights diverted and delivered for indoor use and subtracting (A) depletions and losses that occur between the City Water Rights' points of diversion and the outfall of the applicable Water Reclamation Facility, calculated based on Utah State Engineer's Orders approving Reuse Applications and supporting documentation; and (B) 17% for depletions and losses between the outfall of the applicable Water Reclamation Facility and the Delivery Points, including depletions and losses associated with transit loss and evaporation ("**Depletion Estimate**"). WCWCD may amend the Depletion Estimate based on its future analysis of depletions and losses. If WCWCD amends the Depletion Estimate, it shall provide written notice to the City with a brief explanation of the basis for the change.