

FIRE PROTECTION AGREEMENT

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THIS AGREEMENT, made and entered into by and between:

BOULDER FARMSTEAD WATER COMPANY, a Utah non-profit corporation, of Boulder, Garfield County, State of Utah, hereinafter referred to as "WATER COMPANY",

A N D

BOULDER TOWN, a municipal corporation, of Garfield County, State of Utah, hereinafter called "TOWN",

W I T N E S S E T H:

WHEREAS the WATER COMPANY is a non-profit company organized for the purpose of collecting and distributing culinary water to its patrons who are primarily residents of Boulder, Garfield County, State of Utah; and

WHEREAS, the TOWN is a municipal corporation organized for the purpose of providing various services to the persons and property within its boundaries, including fire protection; and

WHEREAS, the only culinary water supply within the area, together with culinary water lines and hydrants is owned by the WATER COMPANY; and

WHEREAS, both parties to this Agreement desire to make all reasonable effort to furnish adequate fire protection for the residents and property within the area served by both parties;

NOW, THEREFORE, THIS AGREEMENT:

1. The WATER COMPANY agrees to make available its water resources, pipelines and hydrants to the TOWN for use in meeting

fire emergencies at no charge by the WATER COMPANY to the TOWN.

2. The TOWN agrees to assume the responsibility for upkeep on all fire hydrants in the water system which are now installed or may hereafter be installed. The TOWN does further agree to repair or replace any hydrant, equipment or pipeline which is damaged through the use of the water system by the TOWN for the fighting of fires or in the training of fire fighting personnel.

3. The WATER COMPANY has no responsibility to install additional fire hydrants or enlarge lines or make other alterations to assist the TOWN in furnishing fire protection to residents. In the event such additions or alterations are deemed advisable by the TOWN, the modifications shall be made only with the express agreement of the WATER COMPANY and at the expense of the TOWN.

4. As an additional consideration for this agreement and the authorization for access to the water company's equipment, water lines and water resources, the TOWN agrees to indemnify the WATER COMPANY from any damages or claims or liability which may result from the use of the water facilities for fire emergencies or fire training purposes.

5. Term: This agreement shall be for a term of ten (10) years from the date of this agreement and thereafter, for a year-to-year term unless terminated at the end of any such period by either of the parties hereto.

DATED this 17 day of ~~March~~^{Sept.}, 1984.

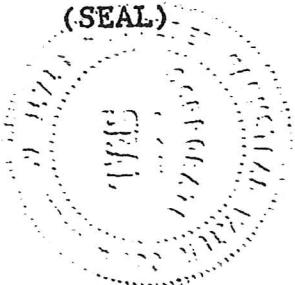
BOULDER FARMSTEAD WATER COMPANY,

By Leo J. Gardner
President

ATTEST:

Elaine C. Rowdy
Secretary

(SEAL)



BOULDER TOWN, a municipal corporation,

By Donna Wilson
Mayor

ATTEST:

Judith Davis
Town Clerk

(SEAL)

