

**ORDINANCE 2000-6**

**AN ORDINANCE AMENDING TOOELE COUNTY CODE  
TITLE 10, CHAPTER 1, SECTION 4, ENACTING  
SUBSECTION 13, GRANTING A WATER FRANCHISE TO  
OQUIRRH MOUNTAIN WATER COMPANY**

**THE COUNTY LEGISLATIVE BODY OF THE COUNTY OF TOOELE ORDAINS AS  
FOLLOWS:**

**SECTION I - PURPOSE.** This ordinance is for the purpose of granting a water franchise to Oquirrh Mountain Water Company to provide water service to areas in Lake Point.

**SECTION II - ENACTMENT.** There is hereby granted to Oquirrh Mountain Water Company, its successors and assigns, the non-exclusive right, privilege, or franchise to construct, maintain and operate water lines and facilities along, upon and across the present and future roads, highways and public places in Tooele County, Utah. The commission chairman is authorized to sign the Franchise Agreement so certifying.

**SECTION III - AMENDMENT.** Title 10, Chapter 1, Section 4 of the Tooele County Code is amended by adopting Subparagraph 13 as follows:

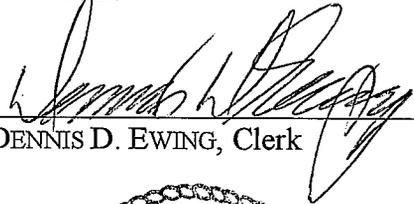
(13) A franchise to Oquirrh Mountain Water Company, its successors and assigns, was granted for the purpose of constructing, maintaining and operating a water line and to construct, maintain and operate pipes, lines and facilities along, upon and across the present and future roads, highways and public places in Tooele County. This franchise is granted by Ordinance 2000-6 and continues until May, 2025.

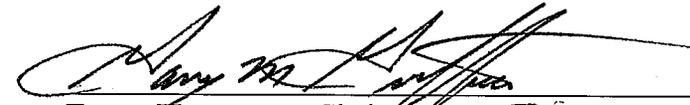
**SECTION IV - EFFECTIVE DATE.** This ordinance shall become effective 15 days after its passage provided it has been published, or at such publication date if more than 15 days after passage.

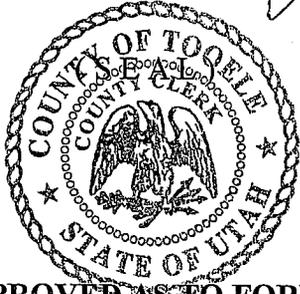
IN WITNESS WHEREOF, the Tooele County Legislative Body passed, approved and enacted this ordinance this 2<sup>nd</sup> day of May 2000.

ATTEST:

TOOELE COUNTY LEGISLATIVE BODY

  
DENNIS D. EWING, Clerk

  
TERYL HUNSAKER, Chairman *ACT.ING*  
*Gary M. Gr. Griffith*



Commissioner Hunsaker voted *absent*  
Commissioner Griffith voted *aye*  
Commissioner Rockwell voted *aye*

APPROVED AS TO FORM:

  
DOUGLAS J. AHLSTROM  
Tooele County Attorney

## FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT dated this 2<sup>nd</sup> day of May 2000, is by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, 47 South Main, Tooele, Utah, (hereafter "County") and OQUIRRH MOUNTAIN WATER COMPANY, a Utah nonprofit corporation, 139 East South Temple, Suite 310, Salt Lake City, Utah 84111, Utah, (hereafter "Oquirrh Mountain").

### WITNESSETH

#### SECTION 1 - WATER FRANCHISE GRANTED TO OQUIRRH MOUNTAIN WATER COMPANY:

(a) Authority for Grant: Tooele County, under the authority and with permitted municipal legislation of Article I, Section 23 of the Constitution of the State of Utah and consistent with the statutes of the United States and the State of Utah, grants a non-exclusive franchise (the "Franchise") to Oquirrh Mountain, to construct, maintain, operate, use and furnish to the public, including governmental, industrial, commercial and individual and all other consumers, a water system, including below-ground pipes, and all incidental or like facilities for water within all present and future highways, streets, public places, alleys and property granted or dedicated to or by County for the delivery of any water which Oquirrh Mountain is authorized bylaw at the present or in the future to conduct so long as they are constructed, maintained, erected or operated in such a manner as to constitute the least interference with traffic in and upon highways, streets, public places, and alleys.

(b) Non-exclusive Character and Term of Franchise: The Franchise hereby granted shall be non-exclusive and shall be for the term of twenty-five (25) years from date hereof. At the end of that term additional terms and extensions will be negotiated upon terms and conditions deemed

reasonable to both County and Oquirrh Mountain.

**SECTION 2 - CONSTRUCTION OF FACILITIES:** All facilities constructed shall be established in accordance with lawful activities with respect to water delivered to areas in Lake Point. Oquirrh Mountain will comply with all ordinances of the County presently existing or as amended from time to time.

**SECTION 3 - NON-LIABILITY OF COUNTY FOR ACTS OF OQUIRRH MOUNTAIN:** County declares that it shall not at any time become liable or responsible to any person, firm, corporation or individual for any damage, injury including loss of life, or loss by reason of the activities of Oquirrh Mountain under this Franchise. Oquirrh Mountain hereby indemnifies County to hold it harmless against all such liabilities, loss, cost, damage or expense which may be incurred by County by reason of the exercise or arising out of the implementation of this agreement.

**SECTION 4 - ACCEPTANCE:** Oquirrh Mountain by making application heretofore shall be presumed to have accepted this Franchise.

OQUIRRH MOUNTAIN

TOOELE COUNTY

\_\_\_\_\_  
CHRISTOPHER F. ROBINON

*[Handwritten Signature]*  
\_\_\_\_\_  
TERYL HUNSAKER, Chairman  
Tooele County Commission  
*6/24/16*

ATTEST:

*[Handwritten Signature]*  
\_\_\_\_\_  
DENNIS D. EWING, Clerk

