

WATER SUPPLY AGREEMENT

THIS WATER SUPPLY AGREEMENT (this “**Agreement**”) is entered into by and between DRAPER IRRIGATION COMPANY, a Utah nonprofit corporation (“**DIC**”), and WATERPRO, INC., a Utah business corporation (“**WaterPro**”), upon the following:

PREMISES

A. DIC is a mutual water company, organized in 1888, that owns or otherwise adequately controls the assets necessary to furnish culinary water service to its stockholders and distributes water only to its stockholders. DIC provides culinary water service to its Class B stockholders that reside within its Service Area (as defined below) and will continue to do so until the Effective Date (as defined below) of this Agreement. DIC obtains water for distribution and delivery to its culinary customers through treating water from its own springs, wells, and other sources and through purchases of culinary water from the Jordan Valley Water Conservancy District, a Utah water conservancy district organized and existing under the Utah Water Conservancy Act (the “**District**”), under that certain “Draper Irrigation Co., Inc. Water Purchase Agreement” made as of July 1, 1999, between DIC, which appears therein as “Purchaser,” and the Jordan Valley Water Conservancy District, which appears therein and herein as “District,” a copy of which has been provided to WaterPro (the “**District Water Purchase Agreement**”).

B. Pursuant to “Ordinance No. 306, An Ordinance Granting to Draper Irrigation Company a Franchise To Construct, Operate and Maintain a Culinary Water System within Certain Specified Geographic Areas of Draper City,” passed and adopted by the City Council of Draper City on March 16, 1999 (the “**Franchise Ordinance**”), Draper City granted to DIC, its successors and assigns, the franchise right, privilege, and authority, to construct, maintain, and operate in the present and future streets, alleys and public ways in Draper, Utah, and its successors, a culinary water system, in those areas more particularly shown on Exhibit “A” attached to the Franchise Ordinance, which such exhibit is also attached to this Agreement as **Exhibit A** and incorporated herein by this reference (the “**Franchise Area**”), together with all the necessary or desirable appurtenances, including underground water lines, distribution, and metering facilities, for the purpose of supplying culinary water service to the designated areas of Draper City and the inhabitants thereof.

C. WaterPro, a wholly-owned subsidiary of DIC, provides water service management and related administrative functions to DIC in connected with the delivery of culinary and pressurized irrigation water and desires, from and after the Effective Date, to assume from DIC sole and exclusive authority and responsibility for providing culinary water to the DIC Class B stockholders (“**Culinary Customers**”) that use water within the Franchise Area and such additional areas as DIC and WaterPro may agree to service as provided herein (the “**Service Area**”), in accordance with the requirements of Title 54 of the Utah Code, Public Utilities, and subject to the jurisdiction of the Public Service Commission (the “**PSC**”).

D. WaterPro proposes to prepare and file with the PSC an application for, and obtain the issuance of, a Certificate of Convenience and Necessity To Operate as a Public Utility Rendering Culinary Water Service (the “**PSC Certificate**”) within the Service Area and, when and if such PSC Certificate is issued, to begin promptly thereafter providing water service within the Franchise Area as contemplated thereby.

E. DIC desires to provide, and WaterPro desires to obtain, an assured supply of water for delivery to the Culinary Customers within the Service Area for the period and on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, upon the foregoing premises, which are incorporated herein by reference, and for and in consideration of the mutual promises and covenants set forth herein, it is hereby agreed as follows:

1. Assignment and Assumption of Rights and Obligations under Franchise Ordinance. Subject to obtaining the required consent of Draper City as provided below and effective as of the Effective Date:

(a) DIC hereby grants, bargains, sells, conveys, transfers, assigns, sets over, and delivers unto WaterPro all of DIC's right, title, and interest in and to the Franchise Ordinance, to have and to hold unto WaterPro, with full power and authority to enforce, sue for, and collect the same, in the name, place, and stead of DIC or otherwise.

(b) WaterPro does hereby assume each and every term, covenant, duty, obligation, liability, and condition of any kind or nature required to be kept, observed, performed, paid, or otherwise satisfied by DIC under the Franchise Ordinance and agrees to and shall indemnify DIC for any breach of this covenant as provided herein.

DIC shall use its commercially reasonable best efforts to obtain, at the earliest practicable date, the consent of Draper City to the foregoing assignment in accordance with section 14 of the Franchise Ordinance. In the event such required consent of Draper City is not obtained before or as of the Effective Date, the parties shall negotiate in good faith and with diligence and dispatch to enter other arrangements under which WaterPro may provide water service to the Culinary Customers in accordance with the purpose and intent of this Agreement.

2. Sale of Water. DIC agrees to sell to WaterPro, and Water Pro agrees to purchase, annually, or in any event to pay for annually, the minimum amount of water set forth on **Exhibit B** attached hereto and incorporated herein by reference. WaterPro shall not increase the amount of annual demand more than 20% above the allocated minimum amount without first receiving DIC's express written consent, which may be given or withheld in its absolute discretion. The actual quantity of water purchased and delivered to WaterPro shall be computed at the end of each calendar year and shall be used to calculate the water rate as defined herein.

3. Water Sales Price. The sales price for the water sold and delivered by DIC to WaterPro pursuant to this Agreement shall be in the amounts as set forth on the schedule attached hereto as **Exhibit C** and incorporated herein by reference, as the same may be adjusted by DIC from time to time during the term of this Agreement by written notice to WaterPro of such adjusted schedule, subject to review and approval by the PSC, with such modifications and adjustments as may be acceptable to DIC in order to obtain such approval.

4. Payments. DIC shall invoice WaterPro monthly on or before the tenth day of the month for water sold and delivered by DIC to or on behalf of WaterPro during the preceding month. Such invoices are due and payable when rendered, but in any event on or before the date that is the earlier of 15 days after the invoice is delivered or the last day of the calendar month following the month in which the water covered by such invoice was sold and delivered.

5. Points of Delivery. DIC shall deliver water under this Agreement to each of the several Culinary Customers of WaterPro at the outtake pipe connection point at the pipe flange next adjacent to the water metering device at each individual Culinary Customer's residence, place of business, or other place of use (each a "**Point of Delivery**"), which, in the case of each such Culinary Customer, is at the

terminus of DIC's distribution and delivery system where such system interconnects, through such metering device, to each individual Culinary Customer's residence, place of business, or other place of use.

6. Construction and Conveyance of Facilities. DIC currently owns the water distribution and delivery system required to provide water service to existing Culinary Customers at each Point of Delivery. As a condition precedent to connecting DIC's water distribution and delivery system to a new Culinary Customer's residence, place of business, or other place of use, WaterPro shall, or shall cause the Culinary Customer to, purchase, install, construct, and convey to DIC, without cost or risk to it, and free and clear of any and all liens, claims, and encumbrances, such pipes, fittings, devices, and other facilities as DIC may reasonably require in order to connect DIC's then existing distribution and delivery system to such Point of Delivery. If WaterPro refuses or neglects to purchase, install, construct, and convey to DIC, without cost or risk to it, pipes, fittings, and other facilities as required in accordance with the provisions of this paragraph, DIC shall have the right, upon giving WaterPro reasonable notice of its election to do so, to purchase, install, construct, and convey such items on behalf of and for the account of WaterPro. In such event, such pipes, fittings, devices, and other facilities shall be billed at DIC's actual cost for materials and labor, including indirect payroll burdens, plus 10%, and shall be paid for by WaterPro within 20 days after invoicing therefor. WaterPro shall be solely responsible for collecting any reimbursement of such amounts from Culinary Customers.

7. Ownership, Use, and Maintenance of Facilities.

(a) DIC shall retain sole and exclusive ownership, control, and use, and shall be solely responsible for the repair, maintenance, and replacement of, all water collection, treatment, distribution, delivery, and other facilities and equipment used in connection with the sale and delivery of culinary water pursuant to this Agreement up to each Point of Delivery.

(b) WaterPro shall require each individual Culinary Customer shall, at its own risk and expense, to purchase, install, construct, and retain sole and exclusive ownership, control, and use, and shall be solely responsible for the repair, maintenance, and replacement of, all culinary water systems, facilities, and equipment outflow from the pipe connection point at the outtake pipe flange next adjacent to such water metering device at each individual Culinary Customer's residence, place of business, or other place of use.

If DIC refuses or neglects to make any repairs and/or maintain any of the facilities required by subparagraph (a) to be repaired, maintained, and replaced, or any part thereof, in a manner reasonably satisfactory to WaterPro, WaterPro shall have the right, upon giving DIC reasonable written notice of its election to do so, to make such repairs or perform such maintenance on behalf or for the account of DIC. In such event, such work shall be billed at WaterPro's actual cost for material and labor, including indirect payroll burdens, plus 10%, and shall be paid for by DIC within 20 days after invoicing therefor.

8. Facilities Requirements. All facilities to be designed, purchased, installed, constructed, or otherwise furnished for conveyance to DIC or WaterPro pursuant to this Agreement or to be connected, directly or indirectly, to DIC's water distribution and delivery system, shall be designed, constructed, and installed in accordance with materials, assembly, installation, performance, and other specifications established by DIC from time to time and any and all applicable laws, rules, regulations, or ordinances. In order to facilitate the foregoing, DIC shall, with the cooperation and assistance of WaterPro, from time to time establish and make generally available to WaterPro and to actual and potential Culinary Customers such policies, procedures, specifications, and other criteria relating to the foregoing as DIC may determine to be reasonable and appropriate, subject to any required consent or approval of the PSC.

9. Water Quality. DIC shall provide water that meets the culinary water standards for public drinking water established from time to time by the Division of Drinking Water of the Utah Department of Environmental Quality, except that DIC shall not be liable for any failure to meet such standards unless such failure is the caused by DIC's gross negligence or willful misconduct.

10. Limitation on Liability of DIC. DIC shall not be liable for any damage or liability of any kind, or for any injury to or death of persons, or damage to property of WaterPro or any other person from any cause whatsoever, by reason of the agreement to deliver or the delivery of water pursuant to this Agreement, except for damage or injury caused by the gross negligence or willful misconduct of DIC or its designated agents, servants, or employees.

11. Insurance; Waiver of Subrogation.

(a) At all times during the term of this Agreement, WaterPro shall carry and maintain at its sole cost and expense, bodily injury liability insurance with limits of not less than \$[_____] per person and \$[_____] per occurrence insuring against any and all liability of the insured with respect to its premises or arising out of the maintenance, use, or occupancy thereof and property damage liability insurance with a limit of not less than \$[_____] per accident or occurrence. All such bodily injury liability insurance and property damage or liability insurance shall specifically insure the performance by WaterPro of the indemnity agreement as to liability for injury to or death of persons and injury or damage to property set forth in this Agreement.

(b) At all times during the term of this Agreement, DIC shall carry and maintain, at its sole cost and expense, insurance covering all of the water collection, treatment, distribution, delivery, metering, and other facilities and equipment owned and maintained by it in accordance with subparagraph 7(a) of this Agreement in an amount not less than [80%] of their full replacement cost from time to time during the term of this Agreement, providing protection against any peril within the classifications "fire and extended coverage," together with insurance against vandalism and malicious mischief. Policy proceeds shall be used first for the repair and replacement of the property damaged or destroyed.

(c) All policies of insurance provided for herein shall be issued by insurance companies with the best available general policyholder and financial ratings, as rated in the most current available Best's Insurance Reports, and qualified to do business in the state of Utah, in the names of WaterPro and DIC for the mutual and joint benefit and protection of DIC and WaterPro. Executed copies of such policies of insurance or certificates thereof shall be delivered by each of WaterPro and DIC to the other within 10 days after the Effective Date of this Agreement and thereafter within 30 days prior to the expiration of the term of each expiring policy. All public liability and property damage policies shall contain a provision that DIC, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it or its servants, agents, and employees by reason of the negligence of WaterPro. All policies of insurance delivered by either WaterPro or DIC to the other must contain a provision that the insurer writing such policy will give to the other 20 days' notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All public liability, property damage, and other casualty policies shall be written as primary policies, not contributing with and not in excess of coverage that DIC may otherwise carry.

(d) Notwithstanding anything to the contrary contained within this section, the obligations of DIC and WaterPro to carry the insurance provided for herein may be brought within the coverage of a so-called "blanket" policy or policies of insurance carried and maintained by DIC and WaterPro together, *provided, however*, that each shall be named as an

insured thereunder as its interest may appear and that the coverage afforded to either party will not be reduced or diminished by reason of the use of such blanket policy of insurance.

12. Effective Date. This Agreement shall become on the effective date (the “**Effective Date**”) of PSC jurisdiction over and regulation of the operations of WaterPro as specified in the PSC Certificate or, if no Effective Date is specified therein, on a date mutually acceptable to DIC and WaterPro and in compliance with the PSC Certificate.

13. Term; Evergreen Extension; Termination. The term of this Agreement shall commence on the Effective Date and continue to 12:00 midnight, December 31, 2054, and shall be extended automatically from year to year thereafter, *provided, however*, that at any time after December 31, 2049, either party may terminate this Agreement upon written notice to the other specifying the time and date not less than five years thereafter on which this Agreement shall terminate, in which case this Agreement shall terminate on the termination time and date specified in such termination notice.

14. Obligations Subject to Source Availability and Facilities.

(a) The quantity of water available for delivery to WaterPro and, in turn, to its Culinary Customers, depends on water available to DIC from its various sources, including water purchased by DIC pursuant to the District Water Purchase Agreement. Accordingly, DIC cannot and does not guarantee the delivery of water under this Agreement against drought, adverse claims, natural occurrences, the acts or omissions of the District or other water supply entities that own and operate their own water treatment plants and that are outside the control of DIC from which the District or DIC acquires water and all other matters beyond DIC’s reasonable control. In order to facilitate coordination with the delivery of water by the District under the District Water Purchase Agreement, DIC shall request the District to provide to WaterPro a copy of any and all notices, demands, or other communications by the District to DIC thereunder.

(b) The flow of water to be delivered by DIC hereunder depends upon the capacity of available infrastructure and facilities, including pipelines, meters, treatment facilities, pump stations, and other equipment. Due to potential failures of such infrastructure and facilities and limitations in the capacities of water source infrastructure and facilities, DIC cannot and does not guarantee the delivery capacity to WaterPro. If allocation of water delivery flow rate to WaterPro and, in turn, the Culinary Customers becomes necessary during times of limited delivery capacity, whether or not occurring during periods of peak Culinary Customer demands, DIC shall be authorized to allocate available water among WaterPro and its other users and customers under such reasonable methods as DIC may from time to time establish.

15. Ownership of Class B Stock by Culinary Customers. As a nonprofit corporation organized and operated to qualify as a tax-exempt organization under Section 501(c)(12) of the Internal Revenue Code, DIC requires that each of its Culinary Customers own one share of Class B stock, having the rights, obligations, privileges, and preferences specified in DIC’s articles of incorporation, a current copy of which has previously been provided to WaterPro. Accordingly, as a condition precedent to providing water service to any Culinary Customer and in consideration of such Culinary Customer’s agreement to pay for such service on the terms provided, DIC shall issue to each Culinary Customer one share of nontransferable, cancelable Class B stock of DIC. At the termination of a Culinary Customer’s culinary water service, such share of Class B stock of DIC issued to such Culinary Customer shall be cancelled, and all rights, obligations, privileges, and preferences related thereto shall terminate, effective the date of such termination of service. As an accommodation to DIC, WaterPro shall establish and maintain accurate and complete records of the name, address, and stock ownership of each Culinary Customer.

16. Limitation on Culinary Customers. WaterPro shall not use, or deliver for use, any water purchased under this Agreement outside the boundaries of the Service Area. If WaterPro desires to use or deliver for use any water outside of the Service Area, as then existing and established by agreement between DIC and WaterPro, then as a condition precedent to delivering water outside the boundaries of the previously existing Service Area, WaterPro shall so advise DIC, which may or may not, in its sole and absolute discretion, consent to the inclusion of such place outside the Service Area to be annexed into and included with the boundaries of the Service Area, as evidenced by a written amendment to this Agreement signed by the parties.

17. Water Conservation Programs. WaterPro shall, in communication and cooperation with DIC, implement and promote among its Culinary Customers water usage conservation programs and plans, including the establishment and implementation of water service rates that provide an incentive for water conservation, subject to PSC approval.

18. Eminent Domain. In the event that all or any portion of the facilities used by DIC are appropriated or taken under the power of eminent domain by any public or quasi-public authority, DIC shall be entitled to the entire award or compensation in such proceeding, except that the amounts payable for water provided under this Agreement shall be pro rated, and DIC shall refund to WaterPro any amounts paid in advance. For the purposes of this section, a voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation, shall be deemed an appropriation or taking under the power of eminent domain.

19. Damage or Destruction of Facilities. If all or any portion of DIC's facilities shall be damaged and destroyed by earthquake, fire or other casualty, or any cause whatsoever, DIC will forthwith proceed with diligence, at its own cost and risk and with proceeds from insurance or otherwise, to remove any debris and to restore the facilities in order to provide water service and supply in substantially the same quality and quantity as immediately prior to such damage or destruction.

20. Indemnification of DIC; Indemnification Procedures.

(a) WaterPro expressly agrees that it shall indemnify and hold harmless DIC, and hereby indemnifies and holds harmless DIC, from and against any and all damages, claims, losses, expenses, costs, obligations, and liabilities, including liabilities for attorneys' fees (such items being hereinafter collectively referred to as "**Loss and Expense**") suffered or incurred by DIC directly or indirectly as a result of (i) any breach of any term, covenant, or condition made by WaterPro under this Agreement, (ii) any failure by WaterPro to perform or fulfill any of its covenants or agreements set forth in this Agreement or any agreement executed in connection herewith, (iii) any litigation or claim by any third party relating in any way to the sale and delivery by DIC of water pursuant to this Agreement or any other matter connected herewith, or (iv) and other action or failure to act of WaterPro, all save and except to the extent that such Loss and Expense are caused by the willful misconduct or gross negligence of DIC. If DIC believes that it has suffered or incurred any Loss and Expense, it shall notify WaterPro promptly in writing describing such Loss and Expense, the amount thereof, if known, and the method of computation of Loss and Expense, all with reasonable particularity and containing a reference to the provisions of this Agreement in respect of which such Loss and Expense shall have occurred. If any action at law or suit in equity is instituted by a third party with respect to which DIC intends to claim any liability or expense as Loss and Expense under this paragraph, DIC shall promptly notify WaterPro of such action or suit.

(b) DIC will, promptly after receipt of notice of commencement of any action, suit, or proceeding against it in respect of which a claim is to be made against it under this paragraph, notify WaterPro of the commencement of such action, suit, or proceeding, enclosing copies of all

papers served. No indemnification provided for herein shall be available to DIC if it fails to give notice to WaterPro as provided in this paragraph and if WaterPro was unaware of the proceeding to which such notice would have related and was materially prejudiced by the failure to give such notice, but the omission so to notify WaterPro of any such action, suit, or proceeding shall not relieve WaterPro from any liability that it may have to DIC for contribution or otherwise under this paragraph. In case any such action, suit, or proceeding shall be brought against DIC and it shall notify WaterPro of the commencement thereof, WaterPro shall be entitled to participate in, and, to the extent that it shall wish, jointly with DIC, to assume the defense thereof, with counsel reasonably satisfactory to DIC. After notice from WaterPro to DIC of its election so to assume the defense thereof and the approval by DIC of such counsel, WaterPro shall not be liable to DIC for any legal or other expenses, except as provided below and except for the reasonable costs of investigation subsequently incurred by DIC in connection with the defense thereof. DIC shall have the right to employ its counsel in any such action, but the fees and expenses of such counsel shall be at the expense of DIC unless (i) the employment of counsel by DIC has been authorized in writing by WaterPro; (ii) WaterPro shall have reasonably concluded that there may be a conflict of interest between it and DIC in the conduct of the defense of such action (in which case WaterPro shall not have the right to direct the defense of such action on behalf of DIC); or (iii) WaterPro shall not have employed counsel to assume the defense of such action within a reasonable time after notice of the commencement thereof, in each of which cases the fees and expenses of counsel shall be at the expense of WaterPro. WaterPro shall not be liable for any settlement of any action, suit, proceeding, or claim effected without its written consent; *provided, however*, that such consent has not been unreasonably withheld.

21. Books and Records; Right of Access and Inspection. DIC hereby grants to WaterPro and its duly authorized agents, employees, consultants, and other representatives, and agree that it shall permit the PSC and Utah Division of Public Utilities of the Department of Commerce (the “**Division**”), the right to inspect, take extracts from, copy, and otherwise review DIC’s books and records during DIC’s regular business hours after not less than five days’ prior written notice related to its facilities, infrastructure, and the performance of its obligations and responsibilities pursuant to this Agreement. In order to facilitate such right of access, DIC shall establish and maintain books and records in accordance with sound bookkeeping practices and applicable rules and regulations of the PSC and the Division to enable DIC and WaterPro to prepare financial statements in accordance with generally accepted accounting principles, the Uniform System of Accounts for Class A Water Utilities as promulgated from time to time by the National Association of Regulatory Utility Commissioners, and such other requirements of the PSC and the Division as may be applicable. DIC shall preserve such records for the period and in the manner required by the PSC or the Division and any applicable laws and regulations.

22. Savings Clause; Reformation. If, in any administrative or judicial proceeding, the PSC or other administrative agency or court refuses to enforce any provision of this Agreement, then such unenforceable provision shall be reformed to the extent required by the final, nonappealable order of the PSC or other administrative agency or court, as the case may be. If the PSC determines that any amount charged hereunder is unjust, unreasonable, discriminatory, preferential, in any way in violation of any provision of law, or insufficient, the PSC shall fix the amount of such charge, then the amount so fixed by the PSC in the final, nonappealable order of the PSC or court shall thereafter be observed and in force under this Agreement.

23. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of DIC and WaterPro, and no other entity or person, including any Culinary Customer, shall have any right or remedy under, or by virtue of, this Agreement.

24. Notices. Any notice, demand, request, or other communication permitted or required under this Agreement shall be in writing and shall be deemed to have been given as of the date so

delivered, if personally served; as of the date so sent, if transmitted by facsimile and receipt is confirmed by the facsimile operator of the recipient; as of the date so sent, if sent by electronic mail and receipt is acknowledged by the recipient; one day after the date so sent, if delivered by overnight courier service; or three days after the date so mailed, if mailed by certified mail, return receipt requested, addressed as follows:

If to DIC, to: Draper Irrigation Company
 Attention: President
 12421 South 800 East
 Draper, Utah 84020
 Facsimile: (801) 571-8054

If to WaterPro, to: WaterPro, Inc.
 Attention: President
 12421 South 800 East
 Draper, Utah 84020
 Facsimile: (801) 571-8054

or such other address, facsimile number, or electronic mail address as shall be furnished in writing by any party in the manner for giving notices hereunder.

25. Governing Law. This Agreement shall be governed by and construed under and in accordance with the laws of the state of Utah without giving effect to any choice or conflict of law provision or rule (whether the state of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Utah.

26. Costs of Suit. In the event a party commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the other party to be fixed by the court in the same action. The term "legal proceedings" as used above shall be deemed to include administrative proceedings, appeals from a lower court, and proceedings in the Federal Bankruptcy Court, whether or not they are adversary proceedings or contested matters. The term "prevailing party" as used above in reference to proceedings in the Federal Bankruptcy Court shall be deemed to mean the prevailing party in any adversary proceeding or contested matter, or any other actions taken by the nonbankrupt party that are reasonably necessary to protect its rights under the terms of this Agreement.

27. Construction. Any reference to any federal, state, or local statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation. This Agreement shall be construed as though both parties drafted it.

28. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

29. General. Whenever the context or circumstance so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include other genders. The parties agree to use their best efforts to provide all information required hereunder to satisfy the obligations set forth herein and to otherwise consummate the transactions contemplated hereby. Each right or remedy accorded by the provisions of this Agreement shall be in addition to, and not in substitution of, any rights or remedies available under now existing or hereafter arising applicable law. All rights and remedies provided for in this Agreement or afforded by law or equity are distinct and cumulative and may be exercised concurrently, independently, or successively.

30. Severability. The provisions of this Agreement are severable and should any provision hereof be void, voidable, or unenforceable under any applicable law, such void, voidable, or unenforceable provision shall not affect or invalidate any other provision of this Agreement, which shall continue to govern the relative rights and duties of the parties as though the void, voidable, or unenforceable provision was not a part hereof. In addition, it is the intention and agreement of the parties that all of the terms and conditions hereof be enforced to the fullest extent permitted by law.

31. Additional Documents. Each of the parties shall cooperate in good faith and with diligence and dispatch in preparing any additional or confirmatory documents requested by the other in order to effectuate the terms and conditions of this Agreement.

32. Nonassignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other, which may be granted or withheld in its absolute discretion. This Agreement shall inure to the benefit of, and be binding upon, the permitted successors and assigns of any party.

33. Entire Agreement. This Agreement represents the entire agreement between the parties relating to the subject matter hereof, and no other course of dealing, understanding, or other agreement, covenant, representation, or warranty, written or oral, except as set forth herein or in the documents to be delivered in connection with the transactions contemplated hereby, copies of the forms of which are attached hereto as exhibits, shall be of any force or effect. Any previous agreement, arrangement, understanding, or course of dealing is expressly merged into this Agreement. No amendment or modification hereof shall be effective until and unless the same shall have been set forth in writing and signed by the parties hereto.

34. Counterpart Signatures. This Agreement may be executed in multiple counterparts of like tenor, and all copies taken together shall be construed as a single instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of November, 2004.

DRAPER IRRIGATION COMPANY

By /s/ Stephen L. Tripp
Stephen L. Tripp, President

WATERPRO, INC.

By /s/ Bruce C. Cuppett
Bruce C. Cuppett, Chief Executive Officer