

When Recorded, Please Mail To:  
Tammy Gonzales, Clerk  
SLC Suburban Sanitary District #1  
3932 South 500 East  
Salt Lake City, Utah 84107-1895

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07/05/2011 01:02 PM \$0.00  
Book - 9934 Ps - 7497-7502  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY SUBURBAN SAN-DIST.#1  
3932 S 500 E  
SLC UT 84107-1895  
BY: KLD, DEPUTY - WI 6 P.

LICENSE  
AND  
AGREEMENT RESPECTING EASEMENT

THIS LICENSE AND AGREEMENT RESPECTING EASEMENT is made this 30<sup>th</sup> day of June, 2011, between SALT LAKE CITY SUBURBAN SANITARY DISTRICT NO. 1, a Political Subdivision of the State of Utah ("**District**"), and Central Valley Water Reclamation Facility ("**Owner**").

RECITALS

A. Owner owns certain real property (the "**Property**") located at 800 W Central Valley Road, Salt Lake County, Salt Lake City, Utah and more particularly described on Exhibit "A" which is attached hereto and incorporated herein by reference.

B. District is the owner of all right title and interest in that certain [Easement Agreement], affecting the Property, dated June 21, 2011, and recorded June 28, 2011 as Entry No. 11204389, Book 9933, Pages 2585-2588, in the official records of the Salt Lake County, Utah Recorder's Office (the "**Easement**"). The Easement grants District the right to construct, reconstruct, maintain and repair a sewer line and all appurtenances thereto (the "**Sewer Line**") within the area defined by the Easement (the "**Easement Area**").

C. Owner has commenced construction of a Storage Building and other related improvements which encroaches upon the Easement Area. Owner has approached District and requested that District grant Owner a license to place and construct the Storage Building over the Easement Area.

D. District, as an accommodation to Owner, is willing to grant said license to Owner upon the terms and conditions set forth herein, provided that Owner agree to enter into the covenants contained herein for the benefit of District, which covenants will run with the land.

NOW THEREFORE, in consideration of the covenants herein contained the parties hereto agree as follows:

1. Grant of License: District hereby grants Owner a license for the purpose of construction and placement of the Storage Building over the Easement Area.

2. **Covenants of Owner, its Successors and Assigns:** Owner hereby covenants with District, its successors and assigns as set forth below. All of said covenants shall be for the benefit of the District and shall run with the land. All of said covenants shall be binding upon Owner and Owner's heirs, successors and assigns and the term "Owner" as used herein shall include Owner's heirs, successors and assigns:

a. Owner shall contact District prior to commencement of any construction on or near the Easement Area in order to enable District to inspect said construction. In the event that District shall require Owner to stop the construction for any reason, Owner shall immediately stop the construction until the District shall inform Owner to proceed with the construction.

b. Owner will perform the construction and all related activities in a good and workmanlike manner, in compliance with all laws, rules, regulations and ordinances governing the same, including, without limitation, the laws, rules and regulations governing the storage or use of hazardous or toxic substances and the like, the safety and integrity of construction sites and surrounding areas, and the health and safety of all persons in the area.

c. Owner shall, at its sole cost and expense, as soon as reasonably practicable after construction of the Storage Building, to the satisfaction of District, restore the Easement Area to the same or similar condition as existed prior to commencement of said construction; without limitation, Owner shall restore the vegetation, irrigation systems, utilities, landscaping and all other surfaces or other improvements presently located upon or in the Easement Area that are affected by said construction.

d. Owner shall fully and promptly perform and keep all of its other agreements, obligations, covenants, duties and responsibilities as set forth in this Agreement.

e. Owner shall take all steps necessary to protect the Sewer Line during the construction.

f. Owner shall be responsible to pay any additional maintenance or repair costs incurred by District which are caused by the proximity of the Storage Building to the Sewer Line.

3. **Indemnification:** Owner shall indemnify and hold District harmless against and from liability and claims of any kind for loss or damage to property or to any other person, or for any injury to or death of any person, arising out of: (a) Owner's construction, grading and landscaping activities on the Property or any work, activity or other things allowed or suffered by Owner to be done in, on, about or near the Property; (b) the placement or existence of the Storage Building; (c) subsidence of the Storage Building or the Sewer Line; (d) any breach or default by Owner of any of Owner's obligations hereunder; or (e) any negligent or otherwise tortuous act or omission of Owner, its agents, employees, invitees or contractors. Owner shall, at Owner's expense, defend District in any action or proceeding arising from any such claim by counsel selected by District and shall indemnify District against all costs, attorneys fees, expert witness fees and any other expenses incurred in or for such action or proceeding. As a material part of the consideration for District's execution of this Agreement, Owner hereby assumes all risk of damage or injury to any person or property in, on or about the Property and the Easement Area from any cause relating to the construction, placement or use of the Property.

4. **Maintenance and Repair of Improvements and Property affected by Construction:** Owner shall, at all times hereafter, at Owner's sole cost and expense, maintain the Property and the Easement Area on the Property in a first class manner and promptly effect any repairs and maintenance thereof as may be necessary in the sole discretion of District. Owner also agrees, in the event that the Easement Area or the Sewer Line suffers any damage or deterioration as a result of the construction, maintenance, or existence of the Storage Building, to indemnify, to promptly reimburse, and to hold District harmless from any and all costs and expenses which District incurs in the repair, restoration, or additional maintenance of the Easement Area or the Sewer Line resulting from said construction, maintenance, or existence.

Owner recognizes that District may, at any time hereafter, elect to maintain, excavate, construct or reconstruct certain parts of the Easement Area or the Sewer Line, which maintenance, excavation, construction or reconstruction may damage the Storage Building or require the removal of part or all of the Storage Building. Owner agrees to cooperate with District in all respects and agrees to remove any part of the Storage Building as may be required by District and to be solely responsible for any and all damage to the Storage Building regardless of the cause of the damage.

5. **District not Liable for Movement or Subsidence of Storage Building:** Any other term or provision of this Agreement to the contrary notwithstanding, District shall not be liable in any respect for the movement or other subsidence of the Storage Building or other improvements constructed by Owner, regardless of the cause of the movement or subsidence.

6. **Run With the Land:** The obligations of the Owner to District as contained herein run with the land and shall be binding upon Owner and their heirs, successors and assigns.

7. **Termination of License:** The License granted herein may be terminated by District at any time hereafter in the event that Owner shall be in default or breach of any of the terms and conditions hereof upon District's recordation of a notice of termination in the Official Records of the Salt Lake County, Utah Recorder's Office.

8. **Notices:**

b. Notices and demands concerning this Agreement shall be in writing. To be valid in the absence of formal or informal written acknowledgment of receipt, a notice or demand must be given by (i) registered or certified mail, postage prepaid, return receipt requested, addressed to the recipient's notice address, or (ii) prepaid courier service, express mail service, telegram, messenger service or other form of hand delivery, delivered to the recipient's notice address, if there is written evidence of the delivery of the notice.

c. The notice addresses of the parties are as follows:

Notice address of Owner:

Central Valley Water Reclamation Facility  
800 W. Central Valley Rd.  
Salt Lake City, UT 84119

Notice Address of District:

Salt Lake City Suburban Sanitary  
District No. 1  
Attention Kerry S. Eppich, General Manager  
3932 South 500 East  
Murray, Utah 84107

with a copy to:

Wallace O. Felsted, Esq.  
Kirton, McConkie & Poelman  
60 East South Temple #1800  
Salt Lake City, Utah 84111

Either party may change the person or place in its notice address by notice given pursuant to this section.

d. Notice shall be deemed given when delivered to the notice address, except that: (i) notice to a post office box shall be deemed given when posted, and (ii) a notice delivered to a business address on a non-business day shall be deemed given on the next business day, if left inside the notice address, or otherwise when redelivered. A non-business day is a Saturday, Sunday or legal holiday observed where the notice address is located.

9. **Attorneys' Fees:** In the event that any party to this Agreement is required to employ counsel to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs incurred including, without limitation, such fees and court costs incurred on appeal or in bankruptcy court.

10. **Miscellaneous:** If any provision of this Agreement or application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement (including the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah. This Agreement, together with any exhibits attached to this Agreement, constitutes the entire agreement of Owner and District and supersedes all previous contracts, correspondence and documentation relating to the subject matter of this Agreement.

The parties have executed this Agreement on or about the date set forth above.

DISTRICT:

SALT LAKE CITY SUBURBAN SANITARY DISTRICT  
NO. 1, a Political Subdivision of the State of Utah

By: [Signature]

Its: General Manager

OWNER:

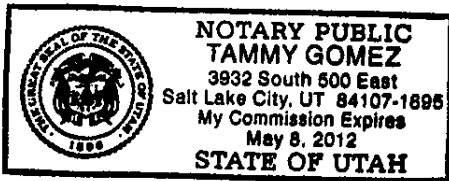
CENTRAL VALLEY WATER RECLAMATION FACILITY

By: [Signature]

Its: GENERAL MANAGER

STATE OF UTAH            )  
  : ss  
COUNTY OF SALT LAKE )

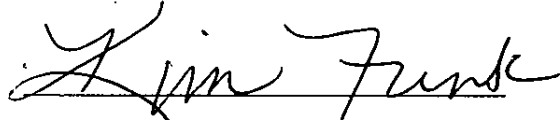
The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June, 2011, by Kerry S. Eppich, as General mgr of Salt Lake City Suburban Sanitary District No. 1, a Political Subdivision of the State of Utah.



[Signature]  
Notary

STATE OF UTAH                    )  
  : SS  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me this 30th day of June, 2011, by , personally known to me to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she) (they) executed the same.

  
Notary

