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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
METROPOLITAN WATER DIST OF SL
3430 E DANISH RD
COTTONWOOD HEIGHTS UT 84093
BY: JLA, DEPUTY - MA 7 P.

When Recorded Return to:
Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093-2139

Application No.: S-14-1286.1
Version: 12-11-19

PARCEL NO.: 2827251016, 2827200002

**ADDENDUM No. 1
TO COOPERATION AGREEMENT**

This Addendum No. 1 to Cooperation Agreement is entered into effective this 29 day of June, 2020, by the Metropolitan Water District of Salt Lake & Sandy ("District") and Gene K. Alles and Linda L. Alles, 2328 E. Bear Hills Dr., Draper, Utah 84020 (collectively "Applicant"). Gene K. Alles and Linda L. Alles shall be jointly and severally responsible to the District under the Cooperation Agreement as amended by this addendum.

ADDENDUM PURPOSES

District owns and operates the Salt Lake Aqueduct ("SLA") and SLA Corridor ("Aqueduct Corridor") and certain improvements located within or on the Aqueduct Corridor. District is a subdivision of the State of Utah responsible for transporting and treating public water, and as such District is engaged in protecting the Aqueduct, Aqueduct Corridor, District improvements and operations, and District water.

Applicant is currently using District's Aqueduct Corridor pursuant to a Cooperation Agreement ("Agreement") between District and Gene K. Alles dated November 17, 2014, and recorded November 21, 2014 as Entry 11949941, Book 10276, Pages 3278-3291 in the records of the Salt Lake County Recorder, Application No. S-14-1286. The Agreement expired on November 17, 2019. The Agreement permits, and Applicant has requested, renewal of the Agreement for an additional five-year term. The parties revise the Agreement as described in this Addendum.

NOW, THEREFORE, in consideration of the mutual covenants described in the Agreement as amended by this Addendum, the parties hereby amend the Agreement as follows:

1. Paragraph I(A) of the Agreement entitled "Description of Applicant's use of SLA Corridor" shall be replaced with the following language:

(A) Description of Applicant's Use of District Corridor:

Applicant may continue utilizing the SLA Corridor for an existing wildlife barrier (pvc posts and netting) and two existing decorative bridges (approximately 2 feet wide and 4 feet long).

Existing bubbling urn water feature shall be removed by July 31, 2020

No new trees may be planted within the SLA Corridor. Existing trees located greater than 20 feet from the aqueduct may remain.

2. The term of the Agreement shall be for an additional five years (through November 17, 2024), as described in Section I(B) of the Agreement entitled "Term."

3. Paragraph VII of the Agreement entitled "Defense, Indemnity." shall be replaced with the following language:

VII. DEFENSE, INDEMNITY.

Applicant shall defend, indemnify and hold District and its officers, trustees and employees harmless, including costs and attorneys' fees, from any claim, demand, action or cause of action: (i) alleging that District was at fault in allowing Applicant's use of the SLA Corridor; or (ii) alleging that District was at fault in failing to supervise, inspect, direct, instruct, warn or otherwise manage or control Applicant's use of the SLA Corridor, or (iii) alleging that District knew of, should have known of, or had constructive knowledge of a dangerous condition created by Applicant or any employee, agent or contractor of Applicant; or (iv) alleging District is vicariously liable for acts or omissions of Applicant or any employee, agent or contractor of Applicant (under the Peculiar Risk Doctrine or otherwise), or (v) challenging in any manner Applicant's use of the SLA Corridor. This defense and indemnity obligation is not intended to hold District or its officers, trustees, or employees harmless from any claim that is not derivative of Applicant's use of the SLA Corridor. In no event shall any fault of Applicant or Applicant's employees or contractors be reapportioned to District, its officers, trustees or employees. Applicant shall indemnify and hold District and its officers, trustees and employees harmless from any such reapportionment of fault. The described duty to defend and indemnify is not intended to run to the benefit of any District liability insurer to the extent such insurer would be responsible for defense costs or indemnity beyond District's deductible or self-insured retention.

4. Exhibit A of the Agreement entitled "Satellite Image" shall be replaced with Exhibit A, attached hereto.

5. Exhibit B of the Agreement entitled "Insurance/Bond Requirements" shall be replaced with Exhibit B, attached hereto.

6. Description of Applicant's Real Property ("Property"):

Lot 11, Cove at Bear Canyon Phase 1; also beginning at the northerly most corner of Lot 10 of the said subdivision thence South 41°01'55" East 158.80 feet to the most easterly corner of said lot 10; thence South 48°58'05" West 54.411 feet; thence North 41°01'55" West 158.80 feet; thence North 48°58'05" East 54.411 feet to the Point of Beginning. Containing 0.60 acres, more or less.

Also known as Salt Lake County Parcel 2827251016, with a street address of 2328 East Bear Hills Drive, Draper, Utah 84020

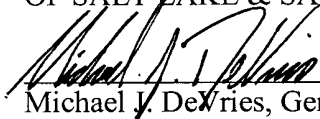
7. The person(s) signing this instrument represents and warrants that they have been duly authorized to execute this Addendum No. 1 to Cooperation Agreement on behalf of the Applicant. Those signing as or on behalf of the Applicant represent and warrant that they are duly authorized to sign on behalf of all those persons claiming an interest in the property described in Section 6 above.

8. The remaining terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to Cooperation Agreement to be executed the day and year first above written.

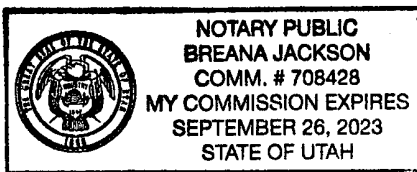
DISTRICT:


METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY


Michael J. DeVries, General Manager

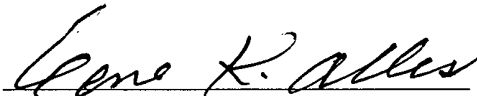
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

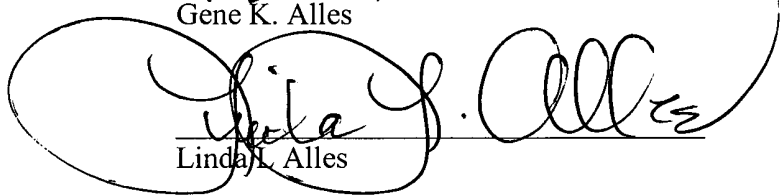
On the 3rd day of March, 2020, personally appeared before me Michael J. DeVries, and having been first duly sworn by me acknowledged that he is the General Manager of the Metropolitan Water District of Salt Lake & Sandy, that he was duly authorized by the Board of Trustees of the Metropolitan Water District of Salt Lake & Sandy to execute the above Addendum No. 1 to Cooperation Agreement for and on behalf of the Metropolitan Water District of Salt Lake & Sandy, and that he executed the above Addendum No. 1 to Cooperation Agreement on behalf of the Metropolitan Water District of Salt Lake & Sandy.




NOTARY PUBLIC

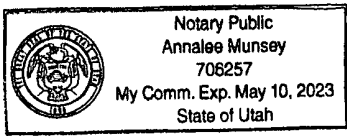
APPLICANT:


Gene K. Alles

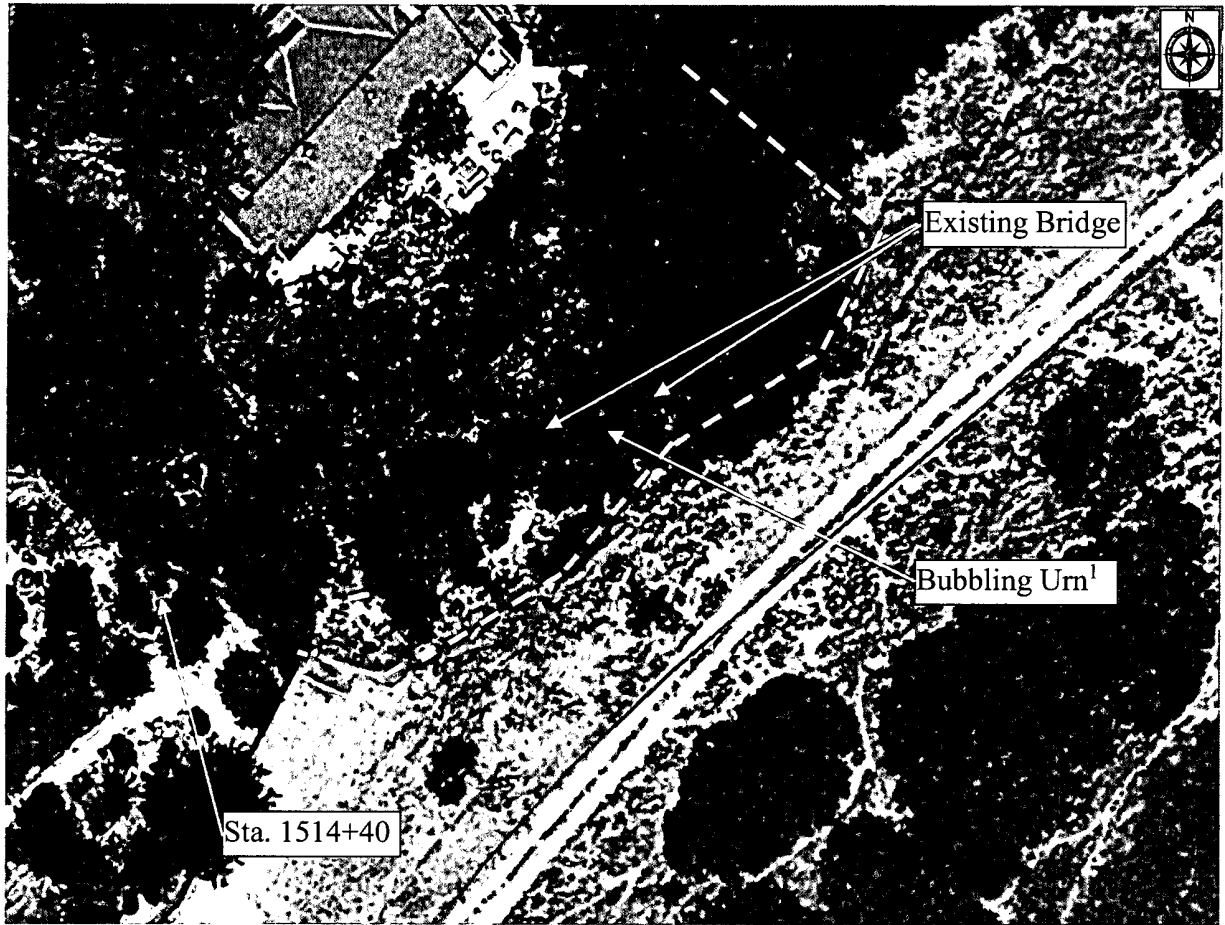

Linda L. Alles

STATE OF UTAH)
): ss.
COUNTY OF SALT LAKE)

On the 29 day of June, 2020, personally appeared before me Gene K. Alles and Linda L Alles, the Applicant in the foregoing Addendum No. 1 to Cooperation Agreement, and having been duly sworn, acknowledge that they executed the same.




NOTARY PUBLIC



Legend	
	Salt Lake Aqueduct (SLA)
	Property Line
	Existing Barrier Fence

¹ Bubbling Urn is to be removed by July 31, 2020.

2328 E Bear Hills Dr.
Draper, UT 84020

**INSURANCE AND BOND REQUIREMENTS FOR
PARTIES ENTERING INTO AGREEMENTS WITH METROPOLITAN WATER
DISTRICT OF SALT LAKE & SANDY**
Last Update: June 4, 2018

Applicant's contractor and subcontractors shall maintain, at no cost to the District, the following insurance, and provide evidence of compliance satisfactory to District.

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by District in advance Contractor and all of Contractor's subcontractors shall maintain limits no less than:

1. **GENERAL LIABILITY (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.):**
 - i. Combined Single Limit (Bodily Injury and Property Damage):
 1. \$2,000,000 Per Occurrence
 - ii. Personal Injury (including completed operations and products liability):
 1. \$2,000,000 Each Occurrence
 - iii. General Aggregate:
 1. \$3,000,000
 - iv. Products - Comp/OP Aggregate:
 1. \$3,000,000
 - v. Limits to apply to this project individually.

2. **AUTOMOBILE LIABILITY:**
 - i. \$2,000,000 Per Occurrence
 - ii. "Any Auto" coverage required.

3. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:**
 - i. Workers' compensation statutory limits.
 - ii. Employers Liability statutory limits.

4. **CONTRACTORS POLLUTION LIABILITY:**
 - i. \$1,000,000 Per Claim
 - ii. \$1,000,000 Aggregate
 - iii. Coverage applies to this project individually.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the District in writing. At the option of the District, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects the District, its trustees, officers, and employees as additional insureds; or the Contractor may be

required to procure a bond or other instrument guaranteeing payment of losses and related investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds.

The District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$50,000, whichever is less. The District does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits described above or \$20,000, whichever is less. With respect to any deductible or SIR, the Contractor shall pay for costs related to losses, investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed.

C. OTHER INSURANCE PROVISIONS

The General Liability, Automobile Liability, and Pollution Liability Coverages are to contain, or be endorsed to contain, the following provisions:

1. District, its trustees, officers, and employees are to be covered as additional insureds as respects: claims arising out of any activities conducted on District lands or interests in lands. The coverage shall contain no special limitations on the scope of protection afforded to District, its trustees, officers, and employees.
2. Additional insured coverage shall be on a primary basis for ongoing and completed work.

A waiver with respect to the District, its trustees, officers and employees of Worker's Compensation subrogation shall be provided.

D. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved in writing by the District.

E. APPLICANT STRICTLY LIABLE FOR COMPLIANCE OF CONTRACTORS

Applicant shall see that each of Applicant's contractors, and each of their subcontractors, complies with these insurance requirements, and Applicant shall be strictly liable for any failure of such contractors and subcontractors to meet these requirements.

F. PERFORMANCE AND PAYMENT BONDS

All persons and entities performing any work on District lands or District's interest in lands will provide performance and payment bonds for the full sum of their contracts, naming the District as co-obligee.