

WHEN RECORDED, RETURN TO:

Ent: 401201 - Pg 1 of 6
Date: 07/25/2014 10:37 AM
Fee: \$0.00
Filed By: CF
Jerry Houghton, Recorder
Tooele County Corporation
For: STANSBURY IMPROVEMENT DISTRICT

STORM WATER LICENSE AGREEMENT

THIS STORM WATER LICENSE AGREEMENT ("License Agreement"), is made and entered into as of this 11 day of June, 2014 by and between STANSBURY PARK IMPROVEMENT DISTRICT, a political subdivision of the State of Utah (the "District"), and Ivory Development, a Developer of Benson Mill Crossings Phase 9 PUD ("Licensee"). District and Licensee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the District has been organized for the purpose, among other things, of providing storm water collection service within its service area serving the Stansbury Park area; and

WHEREAS, Licensee is developing a certain real estate development project within the service area of the District known as "Benson Mill Crossings PUD", on property more particularly described in EXHIBIT "A" attached hereto and incorporated by reference herein (the "Development"); and

WHEREAS, Licensee is constructing and installing a land drainage system to collect, retain and channel storm water runoff occurring within the common areas of the Development (the "Private Land Drain"); and

WHEREAS, Licensee is desirous of obtaining a license from the District whereby Licensee shall be permitted to connect its Private Land Drain to the storm drainage collection system of the District; and

WHEREAS, the District is willing to grant a license to Licensee to interconnect the Private Land Drain with the storm drainage collection system of the District (the "District Collection System"), and to discharge the storm run-off water collected in the Private Land Drain into the District Collection System, subject to and in conformance with the terms and conditions of this License Agreement.

NOW, THEREFORE, in consideration of the terms, covenants and conditions contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

LICENSE AGREEMENT

1. GRANT OF REVOCABLE LICENSE. Subject to the terms and provisions of this License Agreement, the District hereby grants to Licensee, and its agents, representatives and contractors, a revocable license:

This document is being rerecorded from Entry # 400354 to add legal description

(a) to connect its Private Storm Drain to the District Collection System at the two points of connection situated within a public easement available to the District, said points being more particularly described in EXHIBIT "B" attached hereto and incorporated by reference herein, and

(b) to discharge the storm run-off water collected in the Private Land Drain into the District Collection System.

2. CONSTRUCTION. The construction work necessary to connect the Private Land Drain to the District Collection System (the "Work"), shall be performed subject to and in conformance with the following:

(a) The Work shall be performed in accordance with the plan, profile and specifications therefore which shall be submitted to and approved by the District prior to commencement of the Work.

(b) The Work shall not be commenced unless and until Licensee gives seven (7) days' written notice to the District of the date upon which the Work is to commence, and in response thereto the District gives its written notice to proceed.

(c) The Licensee shall be required to furnish all materials and equipment as shall be necessary for the Work.

(d) The Licensee shall have the sole and separate responsibility to pay any and all contractors utilized by the Licensee in the Work.

(e) The Work shall be accomplished by the Licensee, at Licensee's sole cost and expense.

(f) The District and its engineers shall perform periodic inspections and testing during the performance of the Work.

(g) No excavation in connection with the Work shall be covered over unless and until the same has been inspected and approved by the District's representatives. If any excavation is backfilled prior to inspection, the Licensee shall be obligated to re-open the trench for inspection and the same shall not be re-covered until the appropriate inspection has been performed and the required approval of the Work have been received.

(h) Licensee, at its sole cost and expense, shall correct all defects in the Work for a period of two (2) years following completion and acceptance of the Work by the District. All defects shall be corrected promptly after receipt of written notice from the Licensee to do so. If Licensee fails to correct such defective work within the time frame prescribed by the District in said notice, the District may perform the work and Licensee shall reimburse the District, as billed, for all costs and expenses reasonably incurred by the District in performing such corrective work.

3. OPERATION AND MAINTENANCE. Licensee, at all times after completion of the Work, shall own, operate, maintain, inspect, protect, repair, remove, replace and be solely responsible for the Private Land Drain, and all facilities, and equipment related thereto, on Licensee's side of the connection.

4. RESERVATION OF RIGHTS. Nothing herein shall be construed to change, qualify, restrict or limit, in any way, the District's title to or interest in the District Collection System and the District's right

to own, operate, maintain, repair and replace the District Collection System for any and all purposes as the District, in its sole discretion, sees fit.

5. REIMBURSEMENT OF COSTS AND EXPENSES. Licensee shall promptly reimburse the District for any and all costs and expenses reasonably incurred by the District in connection with or arising out of its activities associated with Work pursuant to this License Agreement, including, without limitation, the preparation, negotiation and execution of this License Agreement, inspections and approvals. Payment shall be due and payable by Licensee to the District within ten (30) days from the date of receipt of invoice therefore from the District.

6. INDEMNIFICATION. Licensee shall indemnify, save harmless, and defend the District, its officers, directors, employees, agents and representatives, from and against any and all losses, expenses, costs (including without limitation attorney's fees and costs), claims, actions, demands, damages, and liabilities imposed or claimed to be imposed upon the District, its officers, directors, employees, agents and representatives, for bodily injuries, including death, or for damage to property, real or personal, sustained by any person, including without limitation employees of Licensee, employees of the District or third parties, whether such bodily injuries, death or damage to property arise or are claimed to arise in whole or in part out of negligence or any other grounds for legal liability (including violation of any duty imposed by statute, ordinance or regulation), which result from, arise out of or are otherwise attributable, in any way, to the Work, any claim by any contractor or other person for any amounts due and owing by the Licensee to said contractor or person in connection with the Work, the discharge of water into the District Collection System, the quality of water discharged into the District Collection System, the backing up of water from the District Collection System into the Private Land Drain, or otherwise with regard to the rights conferred upon Licensee pursuant to this License; provided, however, that this indemnification shall not extend to any losses, expenses, costs, claims, actions, demands, damages, and liabilities to the extent that they are caused by, result from, or are otherwise attributable to the negligence or willful misconduct of the District, its officers, directors, employees, agents and representatives.

7. REVOCAION OF LICENSE. In the event Licensee shall fail to comply with any of the terms and provisions of this License Agreement, and such failure remains uncured for a period of thirty (30) days after receiving written notice of default from the District, the District, in its sole discretion, shall have the right to revoke the License granted hereby. Upon revocation, the connection of the Private Land Drain shall be disconnected from the District Collection System by the District, and any property affected thereby shall be restored by the District, at Licensee's sole cost and expense, as billed by the District.

8. ASSIGNMENT. This License may be assigned by Licensee upon ten (10) days' written to the District. Prior to any assignment, the Developer shall obtain and deliver to the District a written statement executed by the assignee, duly acknowledged by a notary public, wherein the assignee acknowledges that it has reviewed and is familiar with the terms and provisions of this License Agreement, and agrees to be bound hereby.

9. AMENDMENT. This License Agreement cannot be extended, terminated, modified or amended except by written agreement signed by each of the Parties.

10. INTEGRATION. This License Agreement constitutes the entire understanding and agreement by and between the Parties hereto, and supersedes all prior agreements, representations or understandings by and between them, whether written or oral, pertaining to the subject matter hereof.

11. SUCCESSORS AND ASSIGNS. The rights, conditions and provisions of this License Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective Parties.

12. SEVERABILITY. If any provision of this License Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this License Agreement will not be affected thereby, and each provision of this License Agreement will be valid and enforceable to the fullest extent permitted by law.

13. ATTORNEY= S FEES. In the event this License Agreement or any provision hereof shall be enforced by an attorney retained by either Party hereto, whether by suit or otherwise, all costs incurred, including court costs and reasonable attorney's fees, and including all fees and costs incurred upon appeal or in bankruptcy court, shall be paid by the Party who breaches or defaults hereunder.

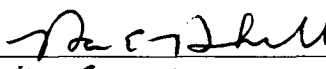
14. WARRANTY OF AUTHORITY. The individuals executing this License Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this License Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their respective officers on the date first above written.

STANSBURY PARK IMPROVEMENT DISTRICT

By 
Brett Palmer, District Manager

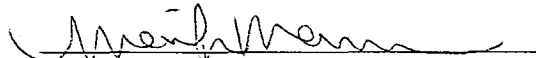
Ivan Development, LLC, LICENSEE

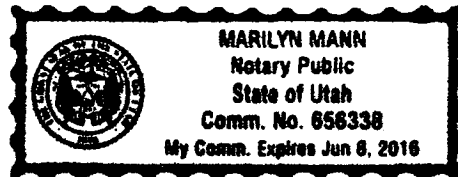
By 
Its: Secretary

ACKNOWLEDGMENTS

STATE OF UTAH)
 :ss.
County of Tooele)

On the 24th day of June, 2004, appeared before me Brett Palmer, personally known to me, or proved to me on the basis of satisfactory evidence, to be the Manager of the Stansbury Park Improvement District, who duly acknowledged that the within and foregoing instrument was signed on behalf of said District by authority of its Board of Trustees, and that said District executed the same.


NOTARY PUBLIC



On the 11th day of June, 2014, personally appeared before me Dann Haskell, known to me, or proved to me on the basis of satisfactory evidence, to be the persons who executed the within instrument as Secretary of Irony Development LLC who duly acknowledged to me that said he executed the same.

Brooke Siddoway
NOTARY PUBLIC

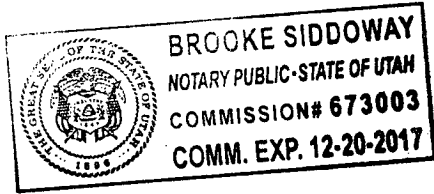


EXHIBIT B

A parcel of land, situate in the Southeast Quarter of Section 9, the Southwest Quarter of Section 10, the Northwest Quarter of Section 15, and the Northeast Quarter of Section 16, Township 2 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the northeasterly corner of the Tooele County Parcel (05-034-0-0066), also record of survey #2013-0024-01, which lies on the southeasterly boundary of the 'Benson Mill Crossing Phase 1 PUD', as recorded January 4, 2007, under Entry no. 275454, in the Tooele County Recorder's Office, which point is located South 89°56'19" West 374.81 feet along the Section line and South 51.12 feet from the Northwest Corner of Section 15, Township 2 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence North 51°56'41" East 204.29 feet along the southeasterly boundary of said subdivision, to the southerly line of Brigham Road;
thence Northeasterly 86.46 feet along the arc of a 180.00-foot radius non-tangent curve to the left (center bears North 10°54'36" West and the long chord bears North 65°19'43" East 85.64 feet, through a central angle of 27°31'21"), along said subdivision boundary and road;
thence North 51°34'03" East 13.83 feet along said subdivision boundary and road, to the westerly line of the 'Benson Mill Crossing Phase 4 PUD', as recorded June 16, 2011, under Entry no. 357256, in the Tooele County Recorder's Office;
thence South 38°25'57" East 110.50 feet along said westerly boundary;
thence South 51°34'03" West 5.39 feet along said boundary;
thence South 38°34'08" East 152.00 feet along said boundary;
thence North 51°34'03" East 147.31 feet along said boundary to the southwesterly line of Benson Mill Crossing Phase 7 PUD', as recorded May 8, 2013, under Entry no. 384003, in the Tooele County Recorder's Office;;
thence South 38°34'08" East 170.04 feet along said boundary to the north line of State Route 138;
thence South 51°21'34" West 450.87 feet along said north line to the southeasterly corner of said Tooele County parcel (05-034-0-0066), also record of survey #2013-0024-01;
thence North 37°33'59" West 455.94 feet along the boundary of said parcel to the Point of Beginning.

Parcel contains: 160,532 square feet or 3.69 acres.

5-27-30 5-34-72
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5-33-42