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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
GRANGER HUNTER IMPROVEMENT DIST
PO BOX 701110 WVC, 84170-1110
REC BY: REBECCA GRAY , DEPUTY

AGREEMENT

THIS AGREEMENT is entered into in Salt Lake County, State of Utah, this 17th day of January, 1991, by and between the GRANGER-HUNTER IMPROVEMENT DISTRICT, a political subdivision of the State of Utah, hereinafter referred to as "GHID," and HEARTLAND WEST VALLEY COMMERCIAL LIMITED PARTNERS, hereinafter referred to as "OWNER."

NOW, THEREFORE it is agreed by the parties of this agreement that within the property described as follows:

A part of the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point South 89 degrees 53'20" West 330.00 feet along the North line of said Northwest Quarter, and South 0 degrees 00'44" West 48.00 feet from the Northeast corner of said Northwest Quarter of Section 33; running thence South 0 degrees 00'44" West 272.00 feet; thence North 89 degrees 53'20" East 297.00 feet to a point 33 feet perpendicularly distant West of the Centerline of 2700 West Street; said Centerline being the East line of said Northwest Quarter of Section 33; thence South 0 degrees 00'44" West 495.095 feet parallel to said centerline; thence South 89 degrees 56'30" West 498.901 feet to the East line of Market Street; thence along said Easterly line North 0 degrees 00'20" East 142.384 feet to a point of tangency of a 526.66 foot radius curve to the left; thence along the arc of said curve 183.992 feet through a central angle of 20 degrees 01'00" to a point of tangency of a 466.66 foot radius curve to the right; thence along the arc of said curve 163.031 feet through a central angle of 20 degrees 01'00"; thence North 0 degrees 00'20" East 50.17 feet; thence North 89 degrees 53'20" East 119.968 feet; thence North 0 degrees 00'44" East 225.952 feet; thence North 89 degrees 53' 20" East 142.00 feet to the point of beginning.

Contains 6.928 acres.

The OWNER shall perform all operation, maintenance, repair, replacement, and/or make any necessary alterations to OWNER'S sewer and water systems including all pipelines and appurtenances thereto, solely at the OWNER'S expense and subject to the following terms and conditions:

BR 6295FC0762

1. GHID shall own, operate, install, and maintain all water service connections within the above described property. The water service connections shall include the water meter, yoke assembly, meter box, meter box lid, and any other fitting or appurtenance within the physical limits of the meter box. GHID shall maintain, repair and replace the service connections and their appurtenances as identified herein at its sole expense, except that it shall be entitled to charge a connection fee in accordance with its Rules and Regulations.

2. GHID shall have the right of entry on the above described property to perform any emergency repair services on OWNER'S sewer and water systems as necessary to protect the public health and safety, to avoid wasting or contamination of water and/or to minimize damage to property. Any such emergency repair work performed by GHID on OWNER'S system and appurtenant facilities shall be done at OWNER'S expense. OWNER shall reimburse GHID within 30 days of OWNER'S receipt of an invoice for GHID'S actual costs involved in performing this emergency repair work. OWNER shall indemnify and save GHID harmless from any and all claims, liens, damages, losses and liabilities resulting from or in any way related to OWNER'S failure to properly maintain its sewer and water systems and their appurtenances, except for those claims, liens, losses, damages and liabilities resulting from GHID'S own negligent acts or omissions in the maintenance of GHID'S system and facilities and/or in the performance of emergency repair work to OWNER'S systems and appurtenant facilities.

3. Any and all work performed by OWNER on OWNER'S sewer and water systems and appurtenances within the above described property shall be done in accordance with the current Rules and Regulations, as well as applicable construction standards, of GHID. All such work also subject to inspection and approval by GHID.

4. OWNER warrants that the party executing this agreement on behalf of OWNER has the authority to sign on behalf of OWNER and that OWNER shall be bound thereby.

5. This agreement shall be binding upon the parties hereto and their successors and assigns. This agreement shall be construed as a covenant running with the land described above, and shall be enforceable by and against the owners thereof and their successors and assigns.

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IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first set forth above.

GRANGER-HUNTER IMPROVEMENT DISTRICT

Carl E. [Signature]
TRUSTEE

Carl O. Andra
TRUSTEE

Thomas Woodbury
TRUSTEE

HEARTLAND WEST VALLEY COMMERCIAL
LIMITED PARTNERS

By: West Valley Management Corporation
Its: General Partner

Michael L. Neilson
By: Michael L. Neilson, President

STATE OF UTAH)
) BR
COUNTY OF SALT LAKE)

On this 17 day of JANUARY 1991,
Carl E. Andra, Carl O. Andra,
Thomas Woodbury, personally appeared before me
stating that they are Trustees for the Granger-Hunter
Improvement District and that this agreement was signed
on behalf of the District by authority of a resolution
of the Board of Trustees and acknowledged to me that
they executed the same.

[Signature]
NOTARY PUBLIC

Residing at: Salt Lake County

My Commission Expires:

3-12-92

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STATE OF UTAH)
) :SS
COUNTY OF SALT LAKE)

On this 22nd day of February 1991,
Michael L. Neilson personally appeared before me stating
that he is the President of West Valley Management Cor-
poration, the corporate General Partner of Heartland
West Valley Commercial Limited Partners, and that this
agreement was signed on behalf of the Limited Partner-
ship by authority of a resolution of its General Partner
and he acknowledged to me that he executed the same.



Manu C. Ware
NOTARY PUBLIC

Residing at: Centerville, Utah

My Commission Expires:

2/9/92