

When Recorded, Return To:

Francis City
2317 S Spring Hollow Road
Francis, UT 84036

ENTRY NO. 01170423

08/09/2021 01:40:06 PM B: 2684 P: 0773

Agreement PAGE 1/4
RHONDA FRANCIS, SUMMIT COUNTY RECORDER
FEE 0.00 BY FRANCIS CITY



AGREEMENT

This Agreement ("Agreement") is made and entered into by and between FRANCIS CITY ("Francis") and Harriet C. Natter, Trustee, Wise Earth Concepts, Inc. 401(k) Profit Sharing Plan, ("Owner"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including, but not necessarily limited to, the terms and provisions of this Agreement and the ability of Owner to improve the Property (as defined below), the parties hereby agree as follows:

1. Owner is the owner of real property located in Francis City commonly known as Lot 2 of the Village East Subdivision, Francis, Utah, and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

2. This Agreement is intended to memorialize the respective duties and responsibilities of Francis and Owner with respect to the sewer line servicing the Property.

3. Owner shall be responsible for the lateral sewer service line which runs from the connection to the building all the way to the connection into the main sewer line, including, but not limited to, the following components: a gravity sewer service line, a private low pressure grinder pump station within the lateral sewer line that facilitates movement through the lateral sewer line and into the main sewer line, and a pressurized sewer service line, with associated valves, etc. Each lot shall be solely responsible for all costs related to or arising from the maintenance, repair or replacement of any aspect of the lateral sewer service line servicing the lot. Francis City shall have no liability or responsibility for the operations, maintenance, repair or replacement of any aspect of any lateral sewer service line or any costs associated therewith. All emergency repairs and investigations, questions, complaints, repair requests and other inquiries shall not be directed to Francis City. Francis City shall have no responsibility to respond to any such items, nor shall Francis City have any liability for damages resulting from the operation or any failure in the private lateral sewer lines.

4. This Agreement shall be appurtenant to the Property and title thereto shall be subject to the terms and provisions contained within this Agreement. The terms and provisions of this Agreement shall run with title to the Property, and shall be binding upon all parties having or acquiring any right, title, or interest in or to all or any portion of the Property and subsequent owners thereof in perpetuity (who shall each have the same duties and responsibilities as the "Owner" as set forth above with respect to the private lateral sewer line for the Property).

5. This Agreement, and every term and provision hereof, shall be binding upon and shall inure to the benefit of the parties hereto, and their respective assigns, heirs, and successors in

AGREEMENT

Page 1 of 4

Initials: FN HN
Francis Owner

interest. Upon and after recordation of this Agreement in the office of the Summit County Recorder, it shall be deemed to be incorporated by reference into any instrument subsequently recorded in the office of the Summit County Recorder which purports to convey any interest in all or any portion of the Property.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

7. This Agreement, or any provision thereof, shall not be construed against any party due to the fact that this Agreement, or any provision thereof, was drafted by that party or that party's agent, but rather shall be construed and interpreted as if it was the product of the joint efforts of all parties, with all parties having equal input thereto.

8. Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable, all other provisions of this Agreement shall be given effect separately from the provision or provisions determined to be illegal or unenforceable and shall not be affected thereby.

9. This Agreement, or a photocopy thereof, may be used in evidence in a subsequent proceeding in which any of the parties alleges a breach of, or seeks judicial interpretation of, this Agreement.

10. Should any litigation, action, arbitration, or other proceeding be commenced between the parties to this Agreement (and/or their successors in interest) concerning the subject matter of this Agreement and/or the rights and duties of either party under this Agreement, in addition to any other relief which may be granted, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees incurred therein.

11. This Agreement constitutes the entire agreement between the parties, and the parties declare that there is no promise or agreement relating to the subject matter of this Agreement that is not contained in this Agreement. No amendment, change or modification of this Agreement shall be valid unless in writing, signed by all parties hereto (or their successors in interest), expressly stating that the parties specifically intended to amend, change or modify this Agreement thereby, and duly recorded in the office of the Summit County Recorder.

12. Each of the parties hereby represent that they have been fully advised by their own attorney (or have had sufficient opportunity to be advised by their own attorney if they so desired) as to this Agreement and each provision hereof. Each of the parties further hereby represent that in entering into this Agreement, they have relied solely upon their own judgment and that of their own attorney (if represented by an attorney), and that they have not relied upon any representations which may have been made to them by any other party, or any other party's attorney or other agent.

AGREEMENT

Page 2 of 4

Initials: FA NW
Francis Owner

EXHIBIT A

Insert property description, According to the Official Plat thereof on file and of record in the Summit County Recorders Office.

Lot 2 Village East Subdivision

FT-612

AGREEMENT

Page 4 of 4

Initials: FR AW
Francis Owner

