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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: STA. DEPUTY - MA 18 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-19-1410a
Version: 05-14-19

**PARCEL NO.: Danish Road between Creek Road and Little Cottonwood Water
Treatment Plant**

**COOPERATION AGREEMENT FOR NON-DISTRICT USE OF DISTRICT LANDS
AND INTEREST IN LANDS
(SLA)**

THIS COOPERATION AGREEMENT ("Agreement") is entered into effective this 6
day of April, 2020, between Metropolitan Water District of Salt Lake & Sandy
("District") and MCImetro Access Transmission Services Corp ("MCImetro").

AGREEMENT PURPOSES

District owns and operates the Salt Lake Aqueduct ("SLA") Corridor and certain improvements located within or on the SLA Corridor. (As used in this Agreement "improvements" is intended to include all manner of works, equipment, facilities and infrastructure.) District is a subdivision of the State of Utah responsible for transporting and treating public water, and as such District has regulatory authority to protect the SLA, SLA Corridor, District improvements and operations, and District water.

MCImetro has requested permission for the non-exclusive use described below of that portion of the SLA Corridor also described below. District is willing to permit the described use of the described portion of the SLA Corridor, without representation or warranty whatsoever. Without intending to limit the scope of the immediately preceding disclaimer of **all** warranties, District specifically disclaims any representation or warranty of title, and any representation or warranty regarding the condition or fitness of the SLA Corridor for the intended use by MCImetro.

District owns portions of the SLA Corridor in fee, and holds easements in other portions. This Agreement is intended to document the fact that MCImetro's described use of the described portion of the SLA Corridor is acceptable to District and consistent with District regulations. Applicable District regulations are available to MCImetro for review.

This Agreement grants a non-exclusive right to MCImetro for only those uses of the SLA Corridor described herein. District has no authority to grant MCImetro any right of use that is valid as against others who have title interests in the SLA Corridor lands in question, and this Agreement

does not purport to do so. For example, where District holds an easement, any use by someone other than the fee title holder likely requires the consent of the fee title holder, which District cannot give and does not purport to give. Nor does this Agreement purport to satisfy any legal requirement other than District regulations. MCImetro is solely responsible to obtain and maintain all other required agreements, permits, licenses, etc., including any necessary planning or zoning approvals. District has not agreed to provide any assistance to MCImetro in understanding or meeting these other requirements.

AGREEMENT TERMS AND CONDITIONS

The parties agree as follows:

I. MCIMETRO'S USE OF SLA CORRIDOR.

Notwithstanding anything written in this Agreement, no permission is intended to be given to: 1) adversely impact in any respect District improvements; or 2) introduce any substance into District improvements or water; or 3) adversely impact in any respect District's operations.

(A) Description of MCImetro's Use of SLA Corridor:

MCImetro will install fiber in two 2-inch HDPE conduits within the SLA Corridor. Conduits and fiber will impact the following District facilities:

1. 20-inch Creek Road (8200 South) Turnout at the southwest corner of Creek Road and Danish Road.
2. SLA and SLA Corridor at the following locations:
 - a. Crossing the SLA at Falcon Heights Lane, SLA Station 1773+53.
 - b. Parallel the SLA between Hidden Oak Drive and Oak Hill Circle, SLA Stations 1765+91 to 1777+83.

At all crossings of District pipelines (SLA and 20-inch Creek Road Turnout), conduits and fiber shall maintain a minimum of 18-inches of separation.

(B) Term:

Twenty-five (25) years. At or just prior to expiration of the term of this Agreement, the parties will discuss in good faith whether a new or renewed cooperation agreement may be in their respective interests. As used in this provision "good faith" means only that both parties will meet at reasonable times, with a view toward reaching a consensus and does not impose an obligation to act on either party in such a way that may then be contrary to that party's own best interests as seen by that party.

(C) Location by Stationing:

SLA Stations 1765+91 to Station 1777+83.

4 (D) Legal Description of SLA Corridor Lands MCImetro Will Be Using:

That portion of SLA Tract 421 within which the 2-inch HDPE conduits will be installed as shown on Exhibit A. Tract 421 is more fully described as follows:

A strip of land One Hundred Twenty Five (125) feet wide and included between two lines extended to the property lines and everywhere distant Seventy Five (75) feet West or to the left and Fifty (50) feet East or to the right of that portion of the following described center line of what is known as the Salt Lake Aqueduct from approximately Station 1735+87.0 to Station 1772+79.8 and One Hundred Fifty (150) feet wide and included between two lines extended to the property lines and everywhere distant Seventy Five (75) feet on both sides of said center line from Station 1772+79.8 to Station 1784+71.9 measured at right angles thereto; said center line is more particularly described as follows:

Beginning at Station 1735+87.0, a point in the East half (E½) of Section Two (2), Township Three (3) South, Range One (1) East, S.L.B.&M., which is South Fifteen Hundred Five and Five-tenths (1505.5) feet and West Twenty Six Hundred Twenty Seven and Six-tenths (2627.6) feet from the East quarter-corner of Section Two (2), Township Three (3) South, Range One (1) East, S.L.B.&M.; thence North 48°35' East Eleven Hundred Fifty Three and Eight-tenths (1153.8) feet; thence along a regular curve to the left with a radius of Four Hundred (400.0) feet and a distance of Ninety Two and Four-tenths (92.4) feet measured on the arc of the curve; thence North 35°21' East Fourteen Hundred Sixty Two (1462.0) feet; thence along a regular curve to the left with a radius of Four Hundred (400.0) feet and a distance of Four Hundred Fifty Three and Eight-tenths (453.8) feet; thence North 29°39' West Three Hundred Sixty One and Eight-tenths (361.8) feet; thence along a regular curve to the right with a radius of Four Hundred (400.0) feet and a distance of One Hundred Sixty Nine and One-tenth (169.1) feet, which is Station 1772+79.9; thence North 5°26' West Eleven Hundred Ninety Two (1192.0) feet to Station 1784+71.9, which is the End Point, which is North Twenty Six Hundred Nine and Two-tenths (2609.2) feet and West Eleven Hundred Seventy Six and Three-tenths (1176.3) feet from the East quarter-corner of Section Two (2), Township Three (3) South, Range One (1) East, S.L.B.&M., more or less. Containing approx. 14.64 acres.

(E) Legal Description of MCImetro's Property Benefited by this Agreement to Which the Rights and Responsibilities of MCImetro Shall Run:

Not applicable.

(F) Plans, Drawings, Maps, Plats, etc. Attached and Incorporated Into This Agreement:

Exhibit A: Construction Drawing

II. REIMBURSEMENT OF COSTS.

(A) In the event that MCImetro is required to reimburse District for costs pursuant to this Agreement, MCImetro shall reimburse District for all costs reasonably incurred by District within thirty (30) days of mailing of an itemized invoice from District for such costs.

(B) If Agreement authorizes MCImetro improvements which provide a public utility service, or similar public service, and except in times of emergency, removal or correction work will be accomplished by District with an appropriately skilled and licensed contractor, and reasonable steps will be taken to minimize disruption of public service. District will provide notice reasonable under the circumstances to MCImetro and provide MCImetro time reasonable under the circumstances to complete removal or correction work before District accomplishes said removal or correction work. MCImetro shall reimburse District for removal or correction work accomplished by District in accordance with Article II(A).

III. WORK.

(A) MCImetro warrants and agrees that no earthwork, construction work or other work performed by or for MCImetro on the SLA Corridor or close enough to the SLA Corridor to present risk to District improvements or operations will take place except as expressly described in plans and specifications approved in writing by District. Any modifications to such plans and specifications must be approved in writing by District.

(B) MCImetro warrants that all earthwork, construction work, and other work will:

(i) strictly comply with plans and specifications approved in writing by District;

(ii) meet or exceed all applicable codes, ordinances, other legal requirements, and all applicable generally recognized written trade and industry standards and recommendations;

(iii) be performed by skilled, experienced, competent and properly licensed contractors and workers;

(iv) be conducted in a timely, careful, safe, workmanlike and professional manner;

(v) be conducted so as not to damage District improvements;

(vi) be consistent with *District Standard Specifications*, as they may from time to time change. *District Standard Specifications* are available to MCImetro for review, and are incorporated herein by reference.

(C) District shall have the right, but no obligation, to inspect the progress of the work or to inspect materials at all times. District may also reasonably require inspection or testing by others of any work or materials. District shall have the right to stop work and require correction of any work, or replacement of any materials, which in its reasonable judgment does not comply with any term or condition of this Agreement. If, after notice from District which is reasonable under the circumstances, MCImetro fails to remove or correct unacceptable work or materials, correction or removal of unacceptable work or materials may be accomplished by District, or its

contractor, and MCImetro shall reimburse District as described in Article II. District shall have no obligation whatsoever to review or supervise the method or manner in which the work is accomplished. District shall have no obligation whatsoever for the safety of workers or others on or adjacent to the job site. No approval, observation, inspection or review undertaken by District is intended to be for the benefit of MCImetro, its contractors, suppliers, subcontractors, or their respective employees. Unless expressly stated in writing, any approval, observation, inspection or review by District shall not constitute an acceptance of work or materials that do not comply with the approved plans or specifications or this Agreement.

IV. MAINTENANCE OF MCIMETRO'S IMPROVEMENTS.

(A) All of MCImetro's improvements on the SLA Corridor, or close enough to the SLA Corridor to present risk to District improvements or operations, shall be maintained in a condition which:

- (i) is reasonably satisfactory to District;
- (ii) does not interfere with the ability of District to use, operate, repair, reconstruct, maintain, improve or modify the SLA, SLA Corridor or any District improvements for District's purposes, as those purposes may from time to time change;
- (iii) is reasonably safe and attractive;
- (iv) complies with all applicable codes, ordinances, other legal requirements, as well as generally recognized written trade and industry standards and recommendations; and
- (v) complies with all applicable written regulations and policies of District including, but not limited to, *District Policies and Procedures* and *District Standard Specifications* current as of the date maintenance work is performed.

(B) District may from time to time and as is reasonable have any or all of MCImetro's improvements which are on the SLA Corridor inspected by qualified professionals. MCImetro shall reimburse District as described in Article II above.

(C) If after notice from District that is reasonable under the circumstances, MCImetro fails to correct any unacceptable condition of any of MCImetro's improvements on the SLA Corridor, or close enough to the SLA Corridor to present risk to District improvements or operations, correction may be accomplished by District, and MCImetro shall reimburse District as described in Article II above.

V. COSTS ADVANCED.

MCImetro agrees to pay the sum of \$1,700.00 to District to cover some or all of the costs to District for its initial engineering and/or other costs incurred for the review of plans and specifications, preparation of documents, inspection of work and materials, and administration of this Agreement. MCImetro further agrees to reimburse District for any additional costs which

District reasonably incurs as a result of MCImetro's use of the SLA Corridor or enforcement of this Agreement.

VI. RIGHTS RESERVED.

(A) Any and all rights of MCImetro under the terms of this Agreement shall be limited by, subject to, and subordinate to, any and all rights of District and District Trustees, employees, agents, and permittees to enjoy, manage, supervise, use, operate, occupy, enter, exit, inspect, repair, maintain, replace, improve, or modify the SLA Corridor and any District improvements or operations. To the extent MCImetro's use of the SLA Corridor increases the cost of District's exercise of its rights, MCImetro may be required to reimburse the District as described in Article II above.

(B) District will make reasonable efforts to provide reasonable advance notice to MCImetro of any work District reasonably recognizes as materially adverse to MCImetro's authorized use of the SLA Corridor. District may implement electronic notice procedures. MCImetro will be responsible to timely provide District with current contact information. MCImetro accepts all risks that any or all MCImetro's improvements installed on the SLA Corridor may be modified, destroyed or reconstructed at MCImetro's sole cost and expense to accommodate District's exercise of District rights to use the SLA Corridor. This provision is not intended to provide District with new or additional property rights to use the SLA Corridor.

(C) District reserves the right to issue additional licenses or permits for uses of the SLA Corridor. District will not provide a conflicting license without a finding that doing so is necessary for public purpose after reasonable efforts to notify MCImetro. District will make reasonable efforts to provide advance notice that is reasonable under the circumstances to MCImetro of additional licenses that District reasonably recognizes may be temporarily or permanently disruptive to MCImetro's authorized use of the SLA Corridor. District may implement electronic notice procedures. It is acknowledged that District claims no right to grant permission for uses of the SLA Corridor except as to District's interests in the SLA Corridor. For example, where District holds only an easement for the SLA, District could not grant permission for uses by others that would be effective as to the fee title holder. This provision is not intended to provide District with new or additional property rights for licensing third party uses of the SLA Corridor.

(D) District and its officers, Trustees, employees and contractors shall have no liability for any damage to, or interference with MCImetro's works or improvements as a result of the exercise by District of any of its rights.

(E) It is acknowledged that the District may support the construction of public, non-motorized trails on the SLA Corridor by public entities other than the District. It is acknowledged that District claims no right to grant permission for the construction or use of a public trail except as to District's interests in the SLA Corridor. For example, where District holds an easement District could not grant permission for public trail uses that would be effective as to the fee title holder. This provision is not intended to provide District with new or additional property rights to authorize trail uses.

(F) All reservations of rights by District under this Agreement are in addition to any and all other rights which District may have by operation of law or otherwise.

VII. CONTRACTORS, INSURANCE, BONDS.

MCImetro shall be jointly and severally liable for any act, fault, error, omission, or non-compliance with this Agreement by MCImetro or any of MCImetro's contractors, employees or subcontractors. MCImetro warrants that all persons or entities performing earthwork or construction work on the SLA Corridor on behalf of MCImetro will provide insurance and bonds in strict compliance with Exhibit B attached hereto and incorporated herein. MCImetro, itself, shall maintain a broad form general liability policy of insurance in a form reasonably acceptable to the District in strict compliance with Exhibit B.

VIII. DEFENSE, INDEMNITY.

MCImetro 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 MCImetro'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 MCImetro'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 MCImetro or any employee, agent or contractor of MCImetro; or (iv) alleging District is vicariously liable for acts or omissions of MCImetro or any employee, agent or contractor of MCImetro (under the Peculiar Risk Doctrine or otherwise), or (v) challenging in any manner MCImetro'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 MCImetro's use of the SLA Corridor. In no event shall any fault of MCImetro or MCImetro's employees or contractors be reapportioned to District, its officers, trustees or employees. MCImetro 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.

IX. TERMINATION.

(A) MCImetro's right to use the SLA Corridor under this Agreement shall expire completely upon the expiration of the term described in Article I above, absent a new agreement or written extension signed by both parties.

(B) Should District reasonably determine MCImetro is in breach of any of the terms and conditions of this Agreement, and if MCImetro has not made diligent progress toward correcting that breach within thirty (30) days after MCImetro receives written notice describing the breach, then this Agreement may be terminated by District.

(C) The following, as described in this Agreement, shall survive any termination of this Agreement:

(i) All of MCImetro's obligations to reimburse any costs incurred by the District;

(ii) All of MCImetro's obligations to remove MCImetro's improvements and make restoration;

(iii) All of MCImetro's obligations to defend and indemnify District and its officer, trustees and employees, as described in this Agreement; and

(iv) All provisions regarding remedies, and limitations of warranties or representations.

(D) Notwithstanding termination, MCImetro's use of the SLA Corridor following termination shall not be considered adverse and shall not cause any adverse possessory right or prescriptive right of MCImetro to begin to accrue.

X. REMOVAL OF FACILITIES.

District will reasonably determine what portion of MCImetro's improvements, if any, on the SLA Corridor will be removed upon termination of this Agreement and set a deadline and specifications for removal and restoration. Such removal and restoration will be at the sole expense of MCImetro.

XI. REMEDIES.

(A) MCImetro will first submit any claim or dispute to the authorized District representative. If the matter is not resolved satisfactorily, MCImetro may submit the dispute or claim in concise written form with any supporting documentation to District's Board of Trustees, or committee assigned by the Board to hear the matter. If the matter is not resolved satisfactorily the dispute or claim will be submitted to non-binding mediation, with a qualified mediator selected by the parties, with each party sharing the cost of that non-binding mediation. After and only if these processes are first followed and MCImetro's dispute or claim remains unresolved, an action may be brought in the Third Judicial District Court of the State of Utah In and For Salt Lake County. The prevailing party shall be awarded reasonable costs, including engineering, witness and attorneys' costs and fees. Under no circumstances shall District or its officers, trustees or employees be liable for any consequential damages resulting from interruption of MCImetro's use of the SLA Corridor.

(B) If improvements are to be removed from the SLA Corridor by MCImetro and are not removed timely as described in this Agreement, or items are prohibited under the terms of this Agreement or District regulations, District may, after giving MCImetro sixty (60) days written notice, remove and dispose of such items from the SLA Corridor, or hire a contractor to do the same, and send MCImetro an invoice for the reasonable out of pocket costs of such removal and disposal, to be paid as described in Article II of this Agreement.

XII. INTERPRETATION.

Because the SLA is critical public infrastructure, any ambiguity in this Agreement shall be interpreted in favor of District's full use and enjoyment of the SLA and SLA Corridor, with a minimum of delay, restriction or expense resulting from MCImetro's use of the SLA Corridor. In the event of conflict between this Agreement and District written rules, regulations or policies, as the same may change from time to time, this Agreement shall control.

XIII. PRESUMPTION.

As against MCImetro, any calculation, determination, or interpretation made by District in good faith with respect to this Agreement shall be *prima facie* correct, subject to rebuttal by a preponderance of the evidence.

XIV. SUCCESSORS, ASSIGNS.

MCImetro's rights and obligation may not be assigned or transferred without the prior written consent of District, which District is under no obligation to give. Any bankruptcy filing by MCImetro, other purported assignment by operation of law, or appointment of a receiver, shall be grounds for immediate termination of this Agreement. Any attempt to assign without the prior written consent of District shall be considered null and void and shall be grounds for immediate termination of this Agreement.

XV. AUTHORITY.

The person(s) signing on behalf of MCImetro represents and warrants that they have been duly authorized by formal action of the governing body of MCImetro to execute this Agreement on behalf of MCImetro. Certifications of the authority of persons signing on behalf of MCImetro are attached at Exhibit C.

XVI. NO WARRANTY.

(A) District makes no warranty or representation, either express or implied, as to the extent or validity of any grant or license contained in this Agreement.

(B) District makes no warranty or representation as to the condition of the SLA Corridor or any District improvements, or the fitness or compatibility of any of the same for use as described by MCImetro.

XVII. COMPLIANCE WITH APPLICABLE LAWS.

(A) MCImetro shall strictly comply with all applicable Federal, State, and local statutes, rules, regulations, codes, ordinances and other laws.

(B) MCImetro shall strictly comply with all of District's Regulations for Non-District Use of Salt Lake Aqueduct and Point of the Mountain Aqueduct Rights of Way, as those regulations may change from time to time. Copies of those regulations have been made available to MCImetro, which terms are incorporated into this Agreement as if restated here.

(C) If after reasonable notice from District, MCImetro fails to bring MCImetro's use of the SLA Corridor into compliance with this Agreement and any applicable Federal, State, and local statutes, rules, regulations, codes, ordinances and other laws, including, but not limited to, District's Regulations for Non-District Use of Salt Lake Aqueduct and Point of the Mountain Aqueduct Rights of Way, District may, at its sole option, effect such compliance and MCImetro shall reimburse District as described in Article II above.

XVIII. NOTICES.

Any notice required by this Agreement shall be deemed given when mailed or delivered to:

Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093
Phone: (801) 942-1391
Email: rightsofway@mwdslds.org

MCImetro Access Transmission Services Corp.
Attn: ROW Manager (2nd Floor)
600 Hidden Ridge
Irving, TX 75038
Phone:
Email: VZB-ROWContractNotices@one.verizon.com

Each party may change the designation of the addressee or the address for that party to receive notice by sending written notice of the change.


XIX. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes any prior negotiations or discussion regarding MCImetro's described use of the SLA Corridor, and cannot be altered except through a written instrument signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

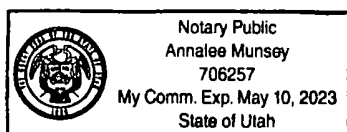
DISTRICT:

METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY


Michael J. DeVries, General Manager

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

On the 6th day of April, 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 Cooperation Agreement for and on behalf of the Metropolitan Water District of Salt Lake & Sandy, and that he executed the above Cooperation Agreement on behalf of the Metropolitan Water District of Salt Lake & Sandy.



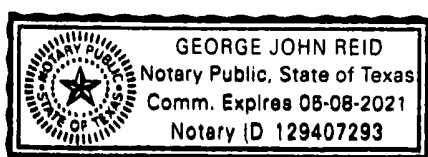

NOTARY PUBLIC

MCImetro Access Transmission Services
Corp.


Sofia Musyoki, Princ Engr-Ntwk Eng&Ops

STATE OF TEXAS)
: ss.
COUNTY OF DALLAS)

On the 21 day of February, 2020, personally appeared before me Sofia Musyoki, Princ Engr-Ntwk Eng&Ops of MCImetro Access Transmission Services Corp., and having been duly sworn, acknowledges that she has been duly authorized by MCImetro Access Transmission Services Corp. to execute the foregoing Cooperation Agreement for and on behalf of MCImetro Access Transmission Services Corp.



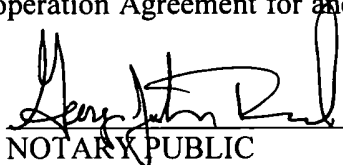
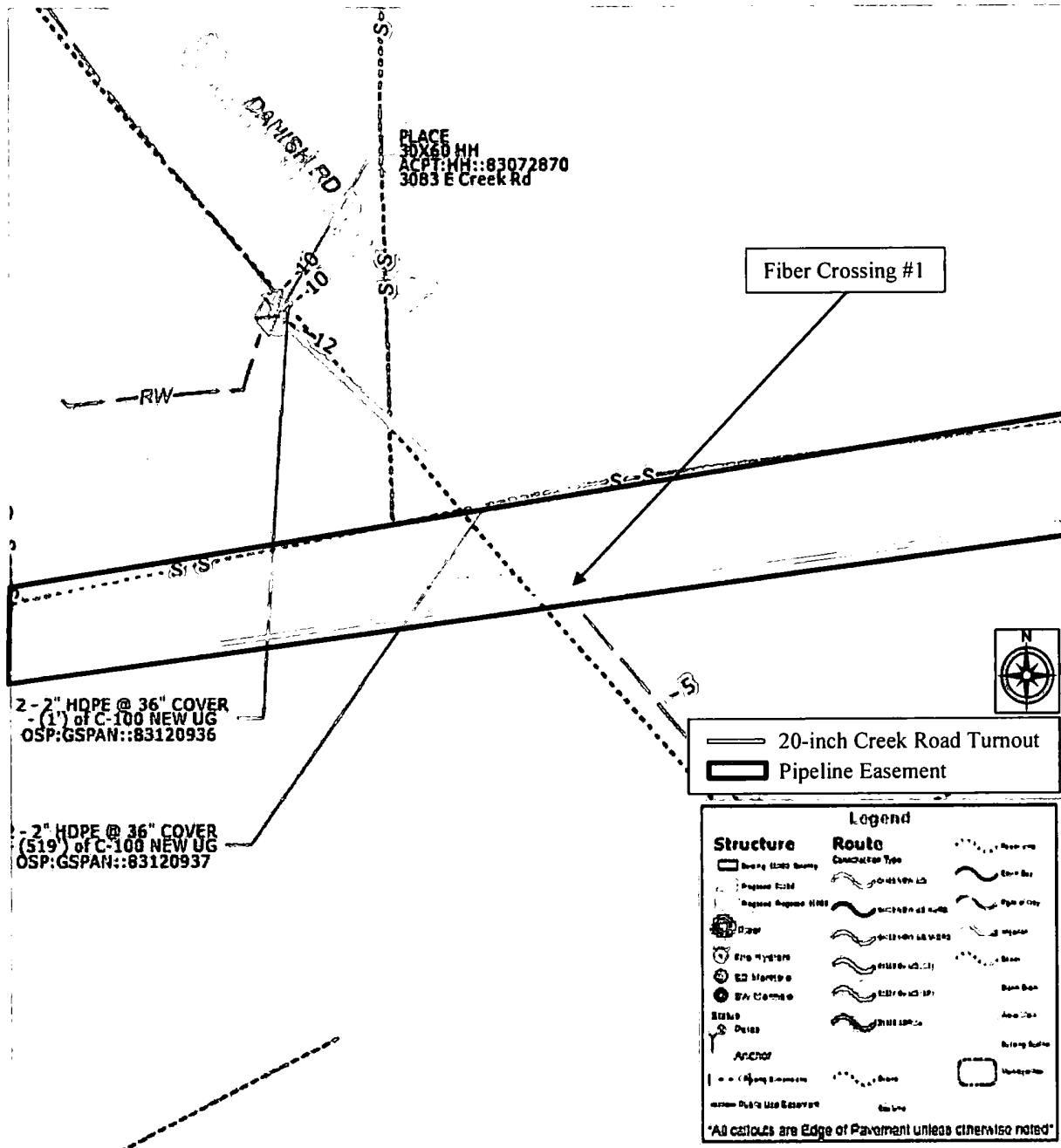

NOTARY PUBLIC

EXHIBIT A
DRAWINGS



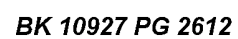


EXHIBIT B
INSURANCE/BOND REQUIREMENTS

**INSURANCE AND BOND REQUIREMENTS FOR
PARTIES ENTERING INTO AGREEMENTS WITH METROPOLITAN WATER
DISTRICT OF SALT LAKE & SANDY**

Last Update: June 4, 2018

MCImetro and MCImetro's contractors 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 MCImetro and all of MCImetro's contractors and 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 MCImetro 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, MCImetro 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. MCIMETRO STRICTLY LIABLE FOR COMPLIANCE OF CONTRACTORS

MCImetro shall see that each of MCImetro's contractors, and each of their subcontractors, complies with these insurance requirements, and MCImetro 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.

EXHIBIT C
MCIMETRO'S AUTHORITY RESOLUTIONS

MCImetro ACCESS TRANSMISSION SERVICES CORP.

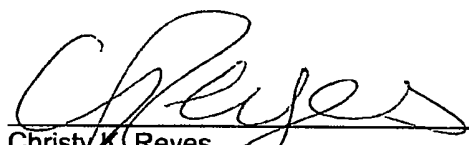
ASSISTANT SECRETARY'S CERTIFICATE

I, Christy K. Reyes., a duly elected and qualified Assistant Secretary of MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services., a Delaware corporation (the "Corporation"), do hereby certify that:

1. I am the duly appointed Assistant Secretary of the Corporation, am familiar with the Corporations corporate books and records and duly authorized to execute and deliver this Assistant Secretary's Certificate on behalf and in the name of the Corporation.
2. Sofia Musyoki, Principal Engineer-Network Engineering and Operations, is hereby authorized, pursuant to a Schedule of Authorizations duly adopted by the Board of Directors of the Corporation, to make, enter into, execute and deliver documents in connection with the Cooperation Agreement with the Metropolitan Water District of Salt Lake and Sandy.
3. The foregoing Schedule of Authorizations has not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as of the date hereof.

23rd IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Corporation this day of March 2020.




Christy K. Reyes
Assistant Secretary

FILED AS RECEIVED
CO. RECORDER