

***Sewer Drainage Agreement***

This Agreement is made effective as of June 01, 2003, by and between H. Max Curry of the Curry Insurance Agency (Lessor), and Carl E. & Joyce L. Hicks (Lessee). The parties agree as follows:

**PREMISES.** Lessor, in consideration of the prior arrangement with the previous property owners, leases to Lessee Sewer Access through the Curry Insurance main sewer drain. (The "Premises") located at 553 No Main St, Tooele, Utah 84074.

**TERM.** The lease term will begin on June 01, 2003 and will terminate upon the death of both lessee's or the sale and or title transfer of the property located at 525 No. Main St. Tooele, Ut.

**LEASE PAYMENTS.** Lessee shall not pay to Lessor any monetary compensation for sewer access. However upon sale or title transfer of said real estate, Lessee is required to notify new owners of the expiration of this lease and the new owners must renegotiate sewer access with Lessor.

**PROPERTY LIABILITY.** Lessor is not responsible to maintain, repair, or service said sewer access located at 525 No. Main, this liability is the responsibility of the Lessee.

**UTILITIES AND SERVICES.** Lessee shall be responsible for all utilities and services in connection with the sewer access.

**TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Lessor may terminate this lease upon sixty (60) days' written notice to Lessee that the Premises have been sold.

**DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling unit is substantially impaired, Lessor, in its sole discretion may elect to repair the Premises or terminate the Lease upon thirty days' written notice to Lessee. If the Premises are condemned or cannot be repaired, this Lease will terminate upon twenty days' written notice by either party.

**DEFAULTS.** Lessee shall be in default of this Lease if Lessee fails to fulfill any lease obligation or term by which Lessee is bound. Subject to any governing provision of law to the contrary, if Lessee fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Lessor to Lessee, Lessor may elect to cure such default and the cost of such action shall be added to Lessee's financial obligations under this Lease.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**ACCESS BY LESSOR TO PREMISES.** Subject to Lessee's consent (which shall not be unreasonably withheld), Lessor shall have the right to access the sewer drain to make inspections, provide necessary services. However, Lessor does not assume any liability for the care or supervision of the Premises.

**ASSIGNABILITY/SUBLETTING.** Lessee may not assign or sublease any interest in the sewer access, nor assign, mortgage or pledge this Lease, without the prior written consent of Lessor.

**LESSOR:**

H. Max Curry  
553 No Main St  
Tooele, Utah 84074

**LESSOR:**

Curry Insurance Agency  
553 No Main St  
Tooele, UT 84074

**LESSEE:**

Carl E. & Joyce L. Hicks  
525 No. Main ST.  
Tooele, UT 84074

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Utah.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the party obligated under the amendment signs the writing.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

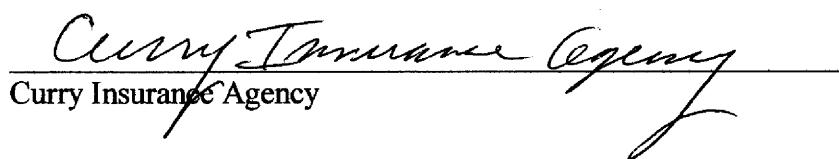
**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

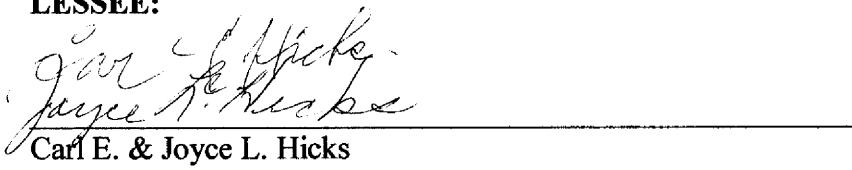
**LESSOR:**

  
H. Max Curry

**LESSOR:**

  
Curry Insurance Agency

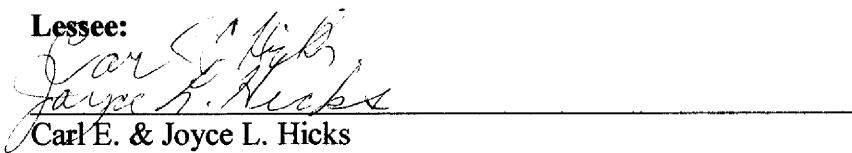
**LESSEE:**

  
Carl E. & Joyce L. Hicks

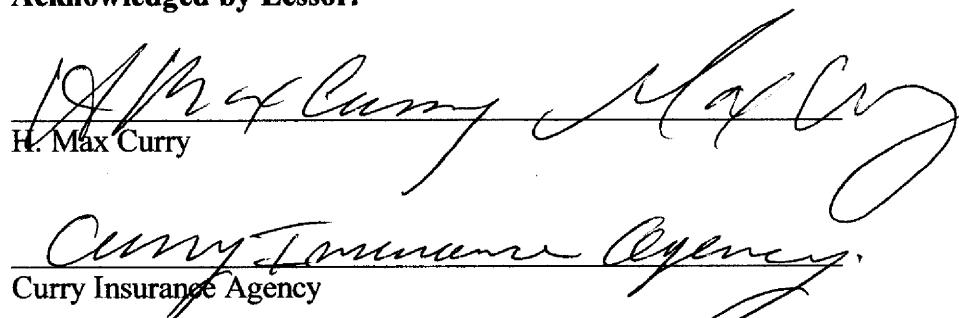
6/11/2003

Date

**Lessee:**

  
Carl E. & Joyce L. Hicks

**Acknowledged by Lessor:**

  
H. Max Curry

### **Property Description**

Assessors parcel number; 02-047-0-0019

COM 100 FT S OF NE COR LOT 2 BLK 29 PLAT A TCS, S 44 FT, W 334 FT, N 44 FT, E 334 FT TO  
BEG .34 AC

State of Utah } ss.  
County of Tooele }

On June 01, 2003 before me, Jason M. Duhon, Notary Public, personally appeared H. Max Curry, Carl & Joyce Hicks , personally known to me (or provided to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or entities on behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(seal)



**JASON M. DUHON  
NOTARY PUBLIC - STATE OF UTAH  
687 E. MAIN STREET  
GRANTSVILLE UT 84029  
My Comm. Exp. 05/14/2006**