

License and General Release of Liability

This License and General Release (the “**Release**”) is made this _____ day of _____, 2023, by and between [_____], a [_____], with an address located at [_____] (“**Releasor**”) and **NORTH FORK SPECIAL SERVICE DISTRICT**, a special service district and political subdivision of the State of Utah, with an address located at 8838 Alpine Loop Scenic Byway, Sundance, Utah 84604 (“**Releasee**”). Releasor and Releasee are sometimes referred to as the “**Parties**” or as a “**Party**” as the context may require.

1. **Releasee:** Releasee is a governmental entity charged with providing water, sewer, waste removal, and fire and emergency services to the Sundance Area of Utah County, Utah.
2. **Cleanup Actions:** Each year Releasee needs to conduct remedial actions (collectively, the “**Cleanup Actions**”) to mitigate risks to its water, wastewater, and fire mitigation infrastructure and operations, including but not limited to the removal of debris from streams and other water bodies, fire mitigation efforts, and other such actions that are reasonably related to Releasee’s infrastructure or operations. The Parties agree that Releasee’s Cleanup Actions also mitigate risks to public safety, health, and welfare, including risks to public and private property.
3. **License:** Releasee requires access to Releasor’s real property to conduct the Cleanup Actions. Releasor hereby grants to Releasee a non-exclusive license (“**License**”) to access and enter onto Releasor’s real property identified in the preamble to this Release for the purpose of carrying out the Cleanup Actions, provided that the License does not authorize Releasee to enter or otherwise access the interior of any structures located on Releasor’s real property without Releasor’s consent. The License is independent and separate from any rights, easements, or authority Releasee may have with respect to Releasor’s property. Releasee shall use reasonable efforts to minimize any damage or disruption caused to the property during the course of its Cleanup Actions.
4. **Release of Claims:** Releasor and anyone claiming on behalf of Releasor releases and forever discharges Releasee and its affiliates, successors and assigns, officers, employees, representatives, partners, agents and anyone claiming through them (collectively, the “**Released Parties**”), in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known or unknown, which Releasor has or ever had or may in the future have against Releasee or any of the Released Parties arising out of or relating to Releasee’s use of Releasor’s property and Releasee’s Cleanup Actions (“**Claims**”).
5. **Consideration and Compensation:** Releasor acknowledges that Releasee’s Cleanup Actions will mitigate the risks of flooding to Releasor’s property and therefore constitute good and valuable consideration in exchange for Releasor’s execution of this Release and voluntarily waives all rights or claims to further just compensation.
6. **No Admission:** This Release shall not be in any way construed as an admission by the Releasee that it may act or has acted wrongfully with respect to Releasor or any other person that it admits liability or responsibility at any time for any purpose, or that Releasor has any rights whatsoever against the Releasee.
7. **Binding Effect:** This Release shall be binding upon and in newer to the benefit of the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns.
8. **Authority:** Releasor has the authority to execute this Release, to release the Claims, and has not assigned or transferred any Claims to any other party.
9. **Severability:** The provisions of this Release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.
10. **Entire Agreement:** This Release constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended or modified, except by a written document signed by both parties.

11. Governing Law and Venue: The terms of this Release shall be governed by and interpreted according to the laws of the State of Utah. Any legal actions resulting from this Release shall be in the Fourth Judicial District Court for the State of Utah.

12. Attorney's Fees: If litigation is required to enforce any term of this Release or otherwise results from this Release, the prevailing Party will be entitled to all costs and expenses, including reasonable attorney's fees.

13. Legal Review: Both parties represent they fully understand their right to review all aspects of this Release with attorneys of their choice and that they have had the opportunity to consult with attorneys of their choice, that they have carefully read and fully understand all the provisions of this Release and that they are freely knowingly and voluntarily entering into this Release. The rule that such an agreement is to be construed against the drafter will not be applied to this Release.

14. Governmental Immunity: Releasee is a governmental entity subject to the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101, et seq (the "**Act**"). Consistent with the terms of the Act, it is agreed that Releasee is responsible and liable for its own wrongful or negligent acts committed by its agents, officials, or employees. By executing this Release, Releasee does not waive any rights, defenses, or limitations available under the Act.

15. Headings: The headings used in this Release are for the convenience for reference only and do not constitute a part of this Release and will not be deemed to limit, characterize or in any way affect any provision of this Release, and all provisions of this Release will be enforced and construed as if no caption had been used.

16. Counterparts: This Release may be executed in any number of counterparts, and all such counterparts will be deemed but one original Release for all intents and purposes.

IN WITNESS WHEREOF, the Parties have executed this Release to be signed by themselves or their respective duly authorized officers on the dates indicated below.

RELEASEE

Date: _____

By _____

Dr. Stephen Minton, Chair
North Fork Special Services District

RELEASOR

Date: _____

By  _____

[property owner name]