

When Recorded Return to:
Craig L. White
South Valley Sewer District
P.O. Box 629
Riverton, UT 84065

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02/21/2018 01:41 PM \$0.00
Book - 10648 Pg - 9312-9316
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 629
RIVERTON UT 84065
BY: CRP, DEPUTY - WI 5 P.

Affects Parcel No.: 28-30-151-056

OWNER: Draper Spectrum LC

Project: (East Gate Subdivision, Second Amended)

AMENDMENT TO COMMERCIAL SEWER CONNECTION AGREEMENT

THIS AMENDMENT TO COMMERCIAL SEWER CONNECTION AGREEMENT is made and entered as of the 21 day of February, 2018 and between **DRAPER SPECTRUM LC** whose address is 1165 East Wilmington Ave. Suite 275, Salt Lake City UT. 84106 hereinafter referred to as the "Owner," and the **SOUTH VALLEY SEWER DISTRICT**, a political subdivision of the State of Utah, whose address is 1253 West Jordan Basin Lane, Bluffdale, Utah 84065, hereinafter referred to as the "District."

WITNESSETH:

WHEREAS, the Owner and the District have previously entered into a Sewer Connection Agreement, dated the 17TH day of December, 2015, hereinafter called the Agreement, recorded as Entry Number 12189976 at Book 10388 Pages 4387-4394 in the office of Salt Lake County Recorder; for a development known as Draper Spectrum West, located at 12057 South State Street Draper, UT hereinafter, "the Development"); and

WHEREAS, the Owner has installed a sewer line or sewer lines, laterals, manholes and related structures and facilities (hereinafter, "Sewer Improvements"), as a part of the Development, which Sewer Improvements are connected to the District's sewer system in order to provide for collection, transmission, treatment, and disposal of sewage for the Development; and

WHEREAS, the Owner previously connected two buildings on the property to one lateral; and

WHEREAS, the Owner desires to subdivide the property into two lots; and

WHEREAS, the Agreement and the District rules and regulations require the Owner to connect each building by means of a separate laterals to the sewer line in State Street; and

WHEREAS, the parties hereto desire to reduce their respective understandings and agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Owner's Representations and Agreement.** Owner hereby represents and agrees that:

a. Owner is the owner of the real property for which this Agreement is made;

b. Owner agrees to connect both buildings to the District's sewer main, via separate sewer laterals within ninety (90) days of the signing of this agreement. In addition Owner agrees to execute all necessary District agreements, required for the installation of the new lateral, including providing the District with any required security.

c. Owner agrees that in the event the newly subdivided property is hereafter further subdivided in any manner, the future tenants will immediately be connected at Owner's sole expense to the sewer main owned by the District in State Street by means of separate sewer laterals and that multiple usage of a single sewer lateral will no longer occur.

3. **Binding Effect.** This Amendment shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, agents, officers, employees, members, successors and assigns. The covenants contained herein shall be deemed to run with Owner's land which is located in Salt Lake County, Utah and is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof. The parties hereto agree that a copy of this Agreement may be recorded in the office of the Salt Lake County Recorder, State of Utah.

4. **Default.** In the event either party hereto defaults on any of the covenants and agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

5. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Amendment shall not affect the validity or efficacy of their execution, and such counter parts, taken together, shall constitute one and the same instrument, and each such counterpart shall be deemed an original.

6. **Severability.** Should any portion of this Amendment for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the remaining portions of the Amendment which shall be deemed in full force and effect as if this Amendment had been executed with the invalid portions eliminated.

7. **Waiver.** No waiver of any of the provisions of this Amendment shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

8. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.

9. **Captions.** The captions preceding the paragraphs of this Amendment are for convenience only and shall not affect the interpretation of any provision herein.

10. **Governing Law.** This Amendment and the performance hereunder shall be governed by the laws of the State of Utah.

11. **Entire Agreement.** This Amendment and the Agreement relating thereto contains the entire agreements of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises, representations, warranties or understandings between the parties regarding the subject matter hereof which are not contained herein shall be of any force or effect.

12. **Amendments.** Any additional amendment(s) to the Agreement shall be made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

“DISTRICT”

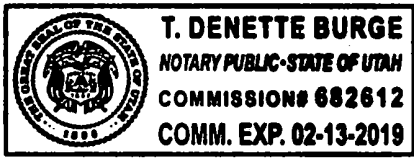
SOUTH VALLEY SEWER DISTRICT

By: 
Craig L. White, General Manager

DISTRICT ACKNOWLEDGMENT

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

On the 21 day of February, 2018 personally appeared before me **Craig L. White**, who being by me duly sworn, did say that he is the General Manager of **SOUTH VALLEY SEWER DISTRICT**, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the District by authority of its Board of Trustees and acknowledged to me that the District executed the same.



P. Denette Burge
Notary Public

“OWNER”

DRAPER SPECTRUM LC

By: [Signature]
Its: Manager Title

OWNER ACKNOWLEDGMENT

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

On the 16th day of February, 2018, personally appeared before me John R Thackeray who being by me duly sworn did say that (s)he is the Manager of DRAPER SPECTRUM LC a limited liability company, and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement; and duly acknowledged to me that said limited liability company executed the same.



[Signature]
Notary Public

My Commission Expires: 5/9/2018

Residing in: Salt Lake Co.

EXHIBIT "A"

A PARCEL OF LAND SITUATE IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 101A, EASTGATE SUBDIVISION AMENDED, AMENDING LOTS 101 AND 103 OF EASTGATE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK "2013P" OF PLATS, AT PAGE 247 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

LESS AND EXCEPTING THE FOLLOWING:

COMMENCING SOUTH 0°03'30" EAST 1759.96 FEET AND NORTH 89°57'50" WEST 2110.74 FEET FROM THE NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING: THENCE SOUTH 0°02'10" WEST 236.18 FEET; THENCE SOUTH 89°57'28" WEST 211.31 FEET; THENCE NORTH 109.62 FEET; THENCE WEST 46.21 FEET; THENCE NORTH 00°02'10" EAST 126.88 FEET; THENCE SOUTH 89°57'50" EAST 257.60 FEET TO THE POINT OF BEGINNING.

(Portion of Parcel No. 28-30-151-056)