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Book - 8541 Pg - 2392-2399  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
GARY HADFIELD  
4264 E WILD CREEK CIR  
SANDY UT 84092  
BY: ZJM, DEPUTY - WI 8 P.

**DECLARATION OF USE**  
INCLUDING REPAIRS  
OF PRIVATE WATER, SEWER and STORM DRAIN SYSTEMS

This Declaration of Use, including repairs is made and entered into on this 20<sup>th</sup> day of Nov, 2001, by and between the following parties: West Jordan Office Park Association, Inc., a Utah non-profit corporation ("Gateway"), Platinum Car Care LLC, a Utah Limited Liability Company ("Platinum").

**RECITALS**

- A. The "Gateway", a commercial condominium development, providing for office buildings, parking lots and related uses, is situated on the real property described on Exhibit "B", which is attached hereto and incorporated herein by this reference (the "Gateway Parcel"). Gateway is the association of owners of the Condominium Buildings, and pursuant to the Declaration of Condominium is the title holder and the entity responsible for the management, maintenance, operation and control of the Area of Common Responsibility of the Office Park.
- B. The "Platinum", a commercial Car Care company is situated on the real property described on Exhibit "C", which is attached hereto and incorporated herein by the reference (the "Platinum Parcel").
- C. In connection with the development of the West Jordan Gateway Office Park, a private lateral Water, Sewer and Storm drain lines attached to the main lines owned and maintained by West Jordan City. These private lines are situated in the private driveway, which each property owner has cross easement access. (see recorded easement 8036757). The private line loop is situated in parking lots, easements as well as the private drive.
- D. The parties to this Declaration desire to create a common use of the private lines aforementioned.

**DECLARATION**

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, for themselves and their successors in interests as provided herein do hereby declare and agree as follows:

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1. **Definitions.** In addition to the terms defined in the context of a use of such term in this agreement, the following terms (whether or not capitalized) when used in this Declaration shall have the meanings set forth:
  - 1.1 "Party" shall mean each person, or if plural, all persons, executing this Declaration and such party's heirs, successors and assigns in interest with respect to the parcels of real property which are referred to in this Agreement as of the date of exercise of the powers granted hereunder.
  - 1.2 "Person" shall mean and refer to an individual or entity (such as, but not necessarily limited to a corporation, partnership, limited liability company or other entity recognized in law) which is capable of owning an interest in real property.
2. **Uses.**
  - 2.1 Gateway grants to Platinum a nonexclusive use of the Water, Sewer and Storm Drain lines in order to connect to the said lines in perpetuity for the purpose of gaining access in adequate supplies to support the needs of Platinum: said water supply, sewer disposal and storm drainage. Supplies will be determined to ascertain adequateness prior to connections. If supply line(s) are inadequate the identified inadequate connection will not be utilized and other means will be found by connecting to the main line on 1300 West, leaving that particular line free from use or repairs as stated in (2. and 3.) (See Attached Storm Runoff calculation sheet for storm drainage specifications).
  - 2.2 Platinum will be responsible for costs of connections, meters and use of the three stated lines and fees imposed by the jurisdiction for the use thereof. (To include Water usage costs, Sewer fees, Storm Drain fees).
3. **Repairs, Sharing of expenses.**
  - 3.1 Gateway agrees to keep and maintain the Private lines in good condition. Gateway's obligation shall be to maintain and care for the condition of the lines agreed upon. If the Platinum owner perceives a need for repair and/or maintenance of the private lines, Platinum will notify Gateway thereof with specificity. Gateway agrees to cause the repair or maintenance to be done within a reasonable period of time after receipt of such notice, considering the circumstances and the urgency of satisfying such need. Generally, and subject to the conditions and circumstances prevailing, it is agreed that Water and sewer would need to

be repaired within 1 day (24 hours) and storm drainage, depending on need could be one week (7 days), utilizing best efforts to cause repair. Platinum cannot cause to have repairs made to the private lines in Gateway's stead, unless Gateway fails to fulfill its obligations hereunder. It is further generally understood that situations out of Gateways control could delay the repairs to happen in the above time frame(s).

3.2 Platinum agrees to contribute their share of the costs and expenses incurred by Gateway (or by another party after notice and failure by Gateway as provided in 3.1) for the repair and maintenance of the Private Lines, according to the following agreed fractions (the numerator of which represents the area of the subject parcel and the denominator of which represents the area of the two parcels combined).

$$\text{Platinum Parcel: } \frac{46,665}{409,271.5} = (11.4\%)$$

$$\text{Gateway Parcel: } \frac{362,606.5}{409,271.5} = (88.6\%)$$

The parties acknowledge and agree, each for the benefit of the other, that it would be difficult to measure or anticipate the share of the use of the private lines attributable to any one party, and further that the volume of use attributable to any one party will vary from time to time, and therefore agree that the above referenced responsibility is fair and equitable.

If repairs are caused to be incurred, Gateway will invoice Platinum for its share of the costs attaching a copy of repairers invoice to said statement.

Be it further understood that the laterals that feed from the main private supply lines to the actual owners property are the responsibility of each owner specifically, with no harm to befall the remaining owners.

3.3 **Not a public Dedication.** Nothing contained in this Declaration will be deemed to be a gift or a dedication of any portion of any parcel of property the general public, or for the general public, or for any public use whatsoever. It is the intent of the parties that this Declaration be strictly limited to and for the purpose expressed herein.

3.4 **Benefits and Burdens Run with Land.** This Declaration shall endure with the land for mutual and reciprocal benefit of each

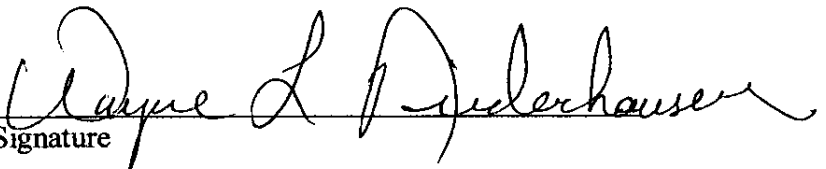
parcel as provided and will bind and inure to the benefit of the parties and their respective heirs, successors and assigns as to their respective parcels.

**Miscellaneous Provisions.**

1. The parties do not, by this Declaration, in any way or for any purpose, become partners or joint ventures of each other in the conduct of their respective businesses or otherwise.

With the intent to be bound by the foregoing, the parties have executed this Declaration on the day and year first above written:

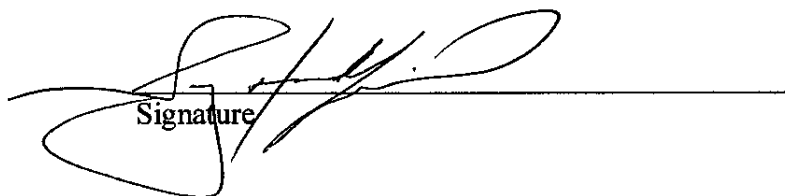
**West Jordan Gateway Office Park Association, Inc.**

  
Signature

Wayne L. Niederhanser  
Print Name

20 Nov 2001

**Platinum Car Care LLC**

  
Signature

Gary Hedfield  
Print Name

11/20/01

**EXHIBIT "B"**  
**to**  
**Declaration of Use**

**Legal Description of Gateway Parcel**

Tax Parcel No. 27-02-302-002

Real property located in Salt Lake County, State of Utah, which is specifically described as follows:

Beginning South 00°01'25" West 422.76 feet and South 89°58'35" East 40 feet from West 1/4 Comer Section 2, Township 3 South, Range I West, Salt Lake Base and Meridian; thence South 89°58'35" East 208.10 feet; thence South 00°04'50" East 180.36 feet; thence North 89°55'10" East 14 feet; thence South 00°04'50" East 60.43 feet; thence North 89°55'10" East 170.46 feet; thence North 00°04'40" West 164.15 feet; thence North 89°55'10" East 12 feet; thence North 00°04'50" West 187 feet; thence South 89°55'10" West 29.60 feet; thence North 00°04'50" West 30.34 feet; thence west 151.41 feet; thence South 00°01'25" West 105.79 feet; thence South 89°55'10" West 223.30 feet; thence South 00°01'25" West 34.74 feet to Beginning.

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**EXHIBIT "C"**  
**To**  
**Declaration of Use**

**Legal Description of 1300 west Parcel**

**Tax Parcel Nos. 27-02-301-002;  
27-02-301-047;  
27-02-301-054**

**Real property located in Salt Lake County, State of Utah, which is specifically described as follows:**

**Beginning at a point on the proposed East right of way line of 1300 West Street said point being South 00°01'25" West along the section line 176.88 feet and South 89°58'35" East 40.00 feet from the West Quarter Corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence South 89°58'35" East 210.00 feet; thence South 00°01'25" West 105.86 feet; thence North 89°57'48" East 13.30 feet; thence South 00°01'25" West 104.88 feet; thence South 89°55'10" West 223.30 feet to said proposed East right-of-way line of 1300 West Street; thence North 00°01'25" East along said right-of-way line 211.13 feet to the Point of Beginning.**

 Mcneil Engineering 6885 S. 900 E. Midvale, Utah 84047	<b>STORM RUNOFF                  CALCULATION                  SHEET</b> Project No. 210411	Title : Car Wash for Gary Hatfish	
		Scope : Site Drainage Design	
		Detention Basin	
		Engineer : B.W.	Check:
		Authority : W. Jordan City	Rev. No.: 0

**A. Design Philosophy:**

The design criteria for the storm drainage system is a 10-year, 24-hour storm. The required amount of water to be retained is 2,506 cubic feet for Area 1. The detention area was calculated using the West Jordan City method of total area times by a factor of 0.06. The detention basin will be located at the southeast end of the parking lot and in the landscape. These calculations are shown in the following report:

**Area 1**

West Jordan Method of sizing detention pond.

Total Area:	43429 S.F.
Factor:	0.06
	<hr/> 2605.74
Pipe Storage	-44.64
Req'd Storage	2561.10

**C1. Detention Area 1A (parking lot)**

Area Dimensions :	Area = 6140.00 sf		
Pyramid $V=1/3 \times A \times h$		Ponding Basin Deepset Water Depth:	1.00 ft
Detention Volume :	2047 cf		

**Detention Area 1B (grass area)**

Area Dimensions :	Area = 815.00 sf		
Pyramid $V=1/3 \times A \times h$		Ponding Basin Deepset Water Depth:	2.25 ft
Detention Volume :	611 cf		

**Total Detention Volume :** 2,558 cf

Does total detention volume meet required storage volume of : 2,561 cf YES

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**Worksheet**  
**Worksheet for Generic Orifice**

Project Description	
Worksheet	Orifice - 1
Type	Generic Orifice
Solve For	Opening Area

Input Data	
Discharge	0.20 cfs
Headwater Elevat	1.00 ft
Canal Elevat	0.00 ft
Tailwater Elevat	0.00 ft
Discharge Coeff	0.61
Opening Area	5.89 in <sup>2</sup>

← @ 1.2 cfs/acre

← Solved

Results	
Headwater Height Above	1.00 ft
Tailwater Height Above C	0.00 ft
Velocity	4.20 ft/s

$$Area = D^2 \pi / 4$$

$$\sqrt{\frac{4(5.89 \text{ in}^2)}{\pi}} = \sqrt{D^2}$$

$$2.73'' = Dia$$

Use 3"  $\phi$  for clean-out purposes. ←

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