


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

13893249 B: 11307 P: 1866 Total Pages: 6
02/17/2022 10:49 AM By: dsalazar Fees: \$0.00
AMEND - AMENDMENT
Rashelle Hobbs Recorder, Salt Lake County, Utah
Return To: SOUTH VALLEY SEWER DISTRICT
PO BOX 629 RIVERTON, UT 84065



Affects Parcel No.: 26-14-152-004-0000
OWNER: SHORT DAYBREAK HOLDINGS 1, LLC
Project: Commerce Park 5 Building 8

AMENDMENT TO COMMERCIAL SEWER CONNECTION AGREEMENT

THIS AMENDMENT TO COMMERCIAL SEWER CONNECTION AGREEMENT is made and entered as of the 24 day of January, 20 22 and between **SHORT DAYBREAK HOLDINGS 1, LLC** whose address is 6379 West Crimson View Drive, South Jordan Utah 84009 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 9TH day of February, 2021, hereinafter called the Agreement, recorded as Entry Number 13575133 at Book 11123 Pages 3742-3749 in the office of Salt Lake County Recorder; for a development known as Commerce Park 5 Building 8, located at 6329 West Crimson View Drive South Jordan, 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, with respect to the Development, the Owner has previously paid impact fees to the District based on 4,992 square feet of warehouse category and 1,248 square feet of office category; and

WHEREAS, the Owner is converting 6,240 square feet to retail category, which is anticipated to generate an additional sewage. As a result of the additional water use by the new

tenant, and under the District's rules and regulations, the District is required to assess and collect an additional impact fee from the Developer; and

WHEREAS, the parties hereto desire to reduce their respective understandings and agreement to 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 understands that Owner's new Tenant will be served by the Sewer Improvements and that the additional impact fees calculated and charged by the District will be based on a retail rate for the 6,240 square feet, with credit for the 4,992 square feet of warehouse category and 1,248 square feet of office category. Should the Development in the future construction further additions or expansions on the property, Owner will pay the required additional impact fees, at the rate established by the District's Board of Trustees with respect to Owner's facilities.

c. In the event of further changes of use, the Owner shall submit all reasonably required documentation to ensure the calculation and payment of the required additional impact fees. Fees will be calculated at the then current rate established by the District's Board of Trustees.

d. The District may charge and Owner shall pay reasonable additional impact fees if a change of use occurs in Owner's facilities served by the Private Sewer Improvements at those rates which are in effect on the date when the additional impact fees are actually paid to the District.

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

7. **Waiver.** No waiver of any of the provisions of this Agreement 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 Agreement are for convenience only and shall not affect the interpretation of any provision herein.

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

11. **Entire Agreement.** The Agreement and this Amendment thereto contains the entire agreement 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 this 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”

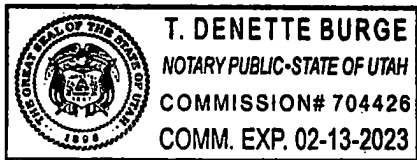
SOUTH VALLEY SEWER DISTRICT

By: 
Craig L. White, General Manager

DISTRICT ACKNOWLEDGMENT

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

On the 16 day of February, 2022 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.




Notary Public

“OWNER”

SHORT DAYBREAK HOLDINGS 1, LLC

By: _____
(Signature)

Its: Managing Member
Title

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 24 day of January, 2022, personally appeared before me
Alex Short who being by me duly sworn did say that (s)he is the
Owner of **SHORT DAYBREAK HOLDINGS 1, LLC** 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.

Laura Oviatt
Notary Public

My Commission Expires: June 5, 2024

Residing in: _____

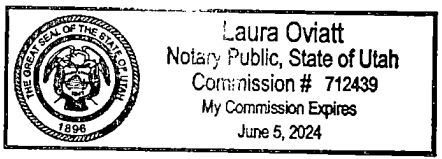


EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY BEING SERVED

LOT 5A, DAYBREAK COMMERCE PARK PLAT 5A AMD