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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 908
DRAPER UT 84020
BY: SSA, DEPUTY - WI 9 P.

When Recorded Return to:
Craig L. White
South Valley Sewer District
P.O. Box 908
Draper, UT 84020

Affects Parcel No.: 33-15-153-001 / 33-15-153-002
OWNER: Towne Storage Bluffdale, LLC

COMMERCIAL SEWER CONNECTION AGREEMENT

THIS AGREEMENT is made and entered into as of the 22 day of April, 2015 and between Towne Storage Bluffdale, LLC, whose address is 1100 East 6600 South #201, Salt Lake City, UT, 84121 hereinafter referred to as the "Owner," and the **SOUTH VALLEY SEWER DISTRICT**, a political subdivision of the State of Utah, whose address is 874 East 12400 South, Draper, Utah 84020, hereinafter referred to as the "District."

WITNESSETH:

WHEREAS, the Owner proposes to install a sewer line or sewer lines, laterals, manholes and related structures and facilities (hereinafter, "Sewer Improvements"), as a part of the Towne Storage Bluffdale development, which Sewer Improvements will be connected to the District's sewer system in order to provide for collection, transmission, treatment, and disposal of sewage from Owner's land; and

WHEREAS, the proposed Sewer Improvements are to be located on Owner's land at approximately 15383 South Camp William Road, in Bluffdale City, Utah; and

WHEREAS, the District, in accordance with its rules and regulations, will not allow connection of the Sewer Improvements to the District's sewer system or otherwise approve or accept any work by the Owner unless an agreement is made to assure completion of the Sewer Improvements according to the District's Design Standards and Construction Specifications, and the plans and profile drawings approved by the District; 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. **Installation of Improvements.**

a. **Plans and Specifications.** The Owner shall provide a set of plans and profile drawings of the Sewer Improvements and sewer system design for review and acceptance by the District. This design shall also provide for additional capacity for tributary areas if the District so directs. The District engineer will thereafter approve or reject the Owner's plans and drawings.

b. **Installation.** After compliance with all District requirements, including payment of all connection, review and inspection fees and costs, a preconstruction conference may be held with the Owner and the District's engineer and/or inspectors. Upon satisfactory compliance with all of the foregoing requirements, the Owner shall proceed to install in a workman-like manner at Owner's sole cost and expense, the Sewer Improvements as shown on the plans and profile drawings approved by the District and in accordance with the District's Design Standards and Construction Specifications. If the Sewer Improvements are not commenced within one (1) year from date of this Agreement, Owner shall resubmit plans for review and approval by the District engineer. All work shall be subject to District testing, inspection and approval before the same is covered or interconnected with the main outfall lines constructed by the District. If the work is covered before such testing, inspection and acceptance, the District may require the line to be uncovered for testing and inspection and may disconnect the Owner's system from the District's sewer system. The actual interconnection of Owner's sewer system with the District's main outfall line or lines shall be done at a time and in a manner approved by the District at the Owner's expense. Owner, at the time of the initial installation, shall install appropriate wyes in the sewer main line for each connection to be serviced, and extend lateral sewer lines to a point inside of any curb, gutter, and sidewalk within the property line of each connection or lot.

c. **Connection to District Lines.** Owner's Sewer Improvements shall not be connected to the District lines until Owner has fully performed Owner's obligations set forth in this Agreement.

2. **Rules and Regulations.** The Owner hereby agrees at all times to abide by the established rules and regulations of the District, including but not limited to, the payment of fees and charges hereafter as the same shall become due, construction of the Sewer Improvements in accordance with the District's Design Standards and Construction Specifications and complying with any applicable pretreatment requirements of the District.

3. **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 hereby grants the District and its designees the full right to enter upon all property within Owner's development to inspect the Sewer Improvements at any time.

c. Owner understands that Owner's facility or facilities will be served by the Sewer Improvements and that the impact fees calculated and charged by the District will be based on Office category, consisting of 1,380 square feet.

d. Where required, Owner will design and install a separate interceptor pipe, interceptor and sampling manhole, hereinafter collectively referred to as the "Interceptor." The Interceptor shall be sized and designed to meet the pretreatment requirements of the District and comply with any required Discharge Permit(s). Owner further agrees to maintain and repair such interceptor line at owner's sole expense. Owner hereby agrees to indemnify and hold the District harmless, its officers, employees, engineers, agents and representatives from any liability, expense, claims or damages of any nature which may arise from the operation and maintenance of the Interceptor herein.

4. **Costs and Fees.** The Owner hereby agrees to bear the total costs of constructing all Sewer Improvements required for the servicing of Owner's development (including extensions from existing District sewer mains to the development, the sewer collection system within the development, and laterals to each lot, parcel, building or connection within the development). No lot or parcel of real property or building shall be connected to any portion of the District's existing sewer system until the then applicable impact fee therefor has been paid to the District. The applicable impact fees shall be those impact fees established by the District's Board of Trustees with respect to Owner's facilities to be served by the District's sewer system. Owner's initial impact fee shall be paid to the District by Owner based upon the District's fee schedule established for Owner's initial designated facility or facilities. The District may charge and Owner shall pay additional impact fees if a change of use occurs in Owner's facilities served by the Sewer Improvements at those rates which are in effect on the date when the additional impact fees are actually paid to the District.

5. **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.

6. **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.

7. **Treatment Capacity.** The District's obligation to provide sewer service hereunder is subject to and conditioned upon the availability of adequate treatment capacity at the sewer treatment facilities serving the District and shall be subject to any limitations, requirements and regulations which may be established and enacted from time to time by the

District's Board of Trustees or the governing body of the sewer treatment facility serving Owner's land and/or development, or by any other governmental entity having jurisdiction over the parties hereto.

8. **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.

9. **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.

10. **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.

11. **Bonds.** This Agreement does not alter any obligation of Owner to provide bonds under applicable ordinances of any city or county having jurisdiction over Owner's development.

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

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

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

15. **Entire Agreement.** This Agreement 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.

16. **Amendments.** Any amendment 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

"OWNER"

Towne Storage Bluffdale, LLC

By: 
Its: Manassis Member

DISTRICT ACKNOWLEDGMENT

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

On the 27 day of April, 2015 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 ACKNOWLEDGMENT

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

On the 13th day of April, 2015 personally appeared before me
Gary E. Free who being by me duly sworn did say that (s)he is the
Managing Member of Towne Storage Bluffdale, LLC a
Utah LLC and that the within and foregoing instrument was duly
authorized by the _____; and duly acknowledged to me that
said _____ executed the same.

[Signature]
Notary Public

My Commission Expires: 3/6/2018
Residing in: Galt Lake County



EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY BEING SERVED

PLEASE NOTE THAT A LEGAL DESCRIPTION SHALL BE ATTACHED WITH THIS DOCUMENT.

Legal Description of Property

A parcel of land located within the West Half of Section 15, Township 4 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows;

Beginning at a point at the intersection of the East line of Camp Williams Road, Bluffdale City, Utah and the South line of that certain Warranty Deed recorded as Entry No. 82078696, dated December 3, 2001, said point being North 89°38'48" East along the one-quarter section line 534.65 and South 4.23 feet from a found Brass Cap Monument marking the West one-quarter corner of said Section 15, said point being the real POINT OF BEGINNING; thence South 89°54'00" East along said South deed line 579.55 feet to a point on the East line of that certain Quitclaim Deed recorded as Entry No. 10852128, dated December 4, 2009; thence North 00°49'30" East along said East deed line 8.82 feet to a point on said one-quarter section line; thence North 89°38'48" East along said one-quarter section line 316.17 feet to a point on the West line of Lot 205, Parry Farms Phase I, a recorded subdivision; thence North 13°27'00" West along said subdivision 123.08 feet to a point on the South line of Iron Horse Boulevard, Bluffdale City, Utah; thence along said South line of Iron Horse Boulevard the following five (5) courses and distances; (1) thence North 89°02'17" West 20.70 feet to a point of curvature; (2) thence 44.60 feet along the arc of a tangent curve to the right, having a radius of 266.00 feet, subtended by a chord bearing North 81°14'03" West 44.55 feet; (3) thence North 76°25'50" West 48.01 feet to a point of curvature; (4) thence 47.37 feet along the arc of a tangent curve to the left, having a radius of 200.00 feet, subtended by a chord bearing North 83°12'55" West 47.26 feet; (5) thence West 732.03 feet to a point on the East line of said Camp Williams Road; thence 156.19 feet along the arc of a non-tangent curve to the left, having a radius of 2,471.50 feet, subtended by a chord bearing South 08°17'11" East 156.16 feet to the POINT OF BEGINNING.

Together with an easement for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement and removal of electric power transmission, distribution, and communication lines and all necessary and desirable accessories and appurtenances thereto, as reserved in Dedication of Public Right of Way, dated June 21, 2007 and recorded June 29, 2007, as Entry No. 10150049, in Book 9485 at Page 6118, Official Records.

The following is shown for information purposes only: Tax ID No. 33-15-153-003