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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 908
DRAPER UT 84020
BY: CDC; 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.: **27-22-101-003**

OWNER: Salt Lake County

COMMERCIAL SEWER CONNECTION AGREEMENT

Contract NN131230
Salt Lake County

THIS AGREEMENT is made and entered into as of the ____ day of _____, 20____ and between Salt Lake County whose address is 2001 S. State Street, S3100, Salt Lake City, UT 84190 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 has installed a sewer lateral and related structures (hereinafter, "Sewer Lateral"), as a part of the Salt Lake County Equestrian Center Arena Pavilion Phase 1 development, which Sewer Lateral has been connected to the District's sewer system in order to provide for collection, transmission, treatment, and disposal of sewage from Owner's property; and

WHEREAS, the Sewer Lateral is installed on Owner's property located at approximately 2100 West 11400 South, in South Jordan City, Utah; and

WHEREAS, the District, in accordance with its rules and regulations, requires a Sewer Connection Agreement be entered into, containing the terms as set forth herein; 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. **As Constructed Drawings** The Owner shall provide the District with a set of as Constructed drawings of the Sewer Lateral.

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 Lateral 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.** Owner hereby represents to the District 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 Lateral at any time.
- c. Owner understands that Owner's facility or facilities will be served by the District's sewer system and that the impact fees calculated and charged by the District must be paid prior to any the connection to or discharge from or the Owner's property or facilities.

4. **Costs and Fees.** The Owner hereby agrees to bear the total costs of constructing and maintaining the Sewer Lateral. No portion of Owner's property or buildings 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 District's sewer system 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, representatives, agents, officers, employees, members, successors and assigns. The covenants contained herein shall be deemed to run with Owner's property 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 property 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

Attest: Annette Byrnes District Clerk By: Craig L. White General Manager

"OWNER"

Salt Lake County

By: Nichole Dunn
Mayor or Designee

By: Sherrie Swenson
Sherrie Swenson, Salt Lake County Clerk

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By: [Signature]
District Attorney
Date: 4 8 13

PLEASE RETURN TO:
SALT LAKE COUNTY CONTRACTS
2001 S. STATE ST. #N4500
SALT LAKE CITY, UT 84190

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
:SS.

COUNTY OF SALT LAKE)

N/A

On the ____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____, of the Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

Notary Public
My Commission Expires: _____
Residing in: _____

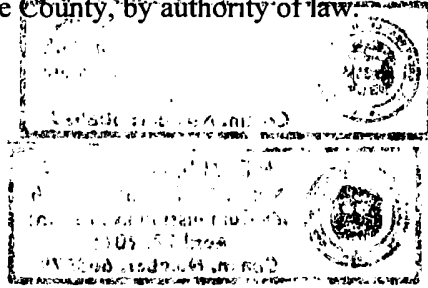


Exhibit 'A'

North Half of the Southwest Quarter of the Northwest Quarter of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian.

**SOUTH VALLEY SEWER DISTRICT
DEVELOPMENT STANDARDS CHECKLIST**



Subdivision: _____
Address: _____
Engineer: _____

Lot #s _____

I. Required Compliance Items

The following notes shall be on the drawings.

- "All sanitary sewer construction shall comply with South Valley Sewer District's Design Standards and Construction Specifications."
- "Contractor shall field verify locations and invert elevations of existing manholes and other utilities before staking or constructing any new sewer lines."
- "Four feet of cover will be required over all sewer lines." (Where Applicable)

Consistency

- Verify match lines to adjacent drawings.
- Verify that plan and profile stationing and information are in agreement.
- Verify that information between sheets doesn't conflict

Drawings contain required information:

- Street names and widths
- Subdivision lot numbers
- Street centerline stations
- Drawing scale
- North Arrow
- County or District Benchmark and elevation
- Size of all manholes
- Rim elevations of all manholes
- Invert-in and out elevations of all manholes
- Sewer pipe size, type and class
- PE Signature and stamp
- Dimensions to sewer lines from monument lines or property lines
- A dedication plat (Sewer District Signature Box Required)
- Final Grading Plan
- Plan and profile views of all sewer main lines. Profile view shall show existing and final surface profiles.
- All sewer laterals shown on plans.

Easements and Permits:

- Twenty (20) foot wide sewer easements shall be provided where sewer lines cross undedicated property. Easements must be shown on the plat and on the District's Standard Easement form.
- A necessary permits submitted (Canal, Railroad, UTA, Army Corp., etc)

II. System Requirements:

Pipes

- Verify sewer is located in areas where it is accessible for sewer cleaning and inspection equipment. Wherever possible, sewer shall be located in public streets.
- Verify pipe slopes (State Code allows flatter if necessary)
 - 4 and 6 - inch sewer laterals - 1.0%
 - 8 - inch sewer lines - 0.40%
 - 10 - inch sewer lines - 0.28%
 - 12 - inch sewer lines - 0.22%
 - 15 - inch sewer lines - 0.15%
 - 18 - inch sewer lines - 0.12%
 - 21 - inch and larger sewer lines - 0.10%
 - HDPE - 5% minimum grade

- Verify sewer pipe is located within five feet of centerline of road, wherever possible and in no cases shall the pipe be closer than five feet from the edge of asphalt.
- Verify pipe lengths – Maximum 450 to 500 feet.
- Verify sewer requirements/extensions for surrounding future developments.
- Sewer Casings required around pipes under rivers, streams, canals, aqueducts, railroads, box culverts, etc.
- Verify flow depth
 - 8" – 15" pipes flow no more than half full at peak flow
 - 18" and larger pipes flow no more than 75% full at peak flow
- Verify flow velocity is at least 2.0 feet per second during peak flow, where possible.

Manholes

- Verify manholes installed at the end of each pipe. No cleanouts allowed. 10' stubs okay to get out of R.O.W.
- Verify no drop manholes, unless no other solution.
- Dynastone manholes are required on pipes 18" and larger.
- Verify Manhole sizes
 - Five (5) foot manholes required at three way manholes, 90° bends, and over 15" and 18" pipes, manholes over 15' deep, in manholes with over 1 foot drop in manhole.
 - Six (6) foot manholes required over pipes 21" and greater, at 3 way manholes where the deflection angle exceeds 90°
 - Four (4) foot manholes elsewhere.
- Verify tie in elevations in manholes
 - Ensure that pipes tie into larger pipes high enough to drain properly.
 - New pipes tie into existing pipes 0.75 depth point of existing pipe.
- Verify minimum step/grade through manholes
 - In no case shall the grade through the manhole shall be no less than the grade of the downstream pipe.
 - Deflection angle between 0° - 25° – pipe grade.
 - Deflection angle between 25° - 75° – 0.1 foot drop
 - Deflection angle between 75° - 90° – 0.2 foot drop
 - Deflection angle between >90° – 0.3 foot drop

Other General Requirements

- Verify sewer is extended to all lots within the subdivision
- Verify five feet of clearance between the edge of the manhole collar and the lip of gutter
- Verify ten feet of clearance between sewer pipes and waterlines.
- Verify ten feet of clearance between sewer pipes and other utilities. (Where possible)
- Verify no vertical conflicts
- Verify Sewer Depths
 - Four (4) feet minimum cover
 - Sewer recommended depth 11 feet. If not 11 feet the following note shall be added to the plat stating: "Shallow Sewer Depths! Contractor shall verify sewer lateral depth and set foundation elevation to provide adequate fall into sewer lateral. Buildings with a basement may not have sewer service available for basement."
 - Check topography for low lots and problem service connections. In areas with low lots a note shall be added to the plat stating: "Low Lots! Contractor shall verify sewer lateral depth and set foundation elevation to provide adequate fall into sewer lateral. Buildings with a basement may not have sewer service available for basement."
- Norris Palmer at SVWRF reviews all commercial plans.
- Review plans with Ron Steel