

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

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01/21/2020 12:45 PM \$0.00
Book - 10886 Pg - 7708-7718
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 629
RIVERTON UT 84065
BY: BRH, DEPUTY - WI 11 P.

Affects Parcel No.: 27-31-376-001

OWNER: Riverton Centercal 2, LLC

PROJECT: Mountain View Village Phase 2

COMMERCIAL SEWER CONNECTION AGREEMENT

THIS AGREEMENT is made and entered as of the 30 day of December, 2019 and between **RIVERTON CENTERCAL 2, LLC**, whose address is , 1600 E FRANKLIN AVE El Segundo, CA 90245 , hereinafter referred to as the "Owner," and the **SOUTH VALLEY SEWER DISTRICT**, a political subdivision of the State of Utah, whose address is 1253 W Jordan Basin Ln, Bluffdale, UT 84065, 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 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 4402 W 13400 South, in Riverton 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, Owner desires to connect all units in single building to the sewer main owned by the District with a common sewer lateral; and

WHEREAS, the parties 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 applicable 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.

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 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 all 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 upon:

1. BUILDING H consisting of a 21,093sf building in the STRIP MALL category;
- and
2. BUILDING J consisting of a 39,455.sf building in the STRIP MALL category;
- and
3. BUILDING K consisting of a 5,555.sf building in the STRIP MALL category;
- and
4. BUILDING M consisting of a 42,348.sf building in the STRIP MALL category;
- and
5. BUILDING N consisting of a 39,177.sf building in the STRIP MALL category;
- and
6. BUILDING P consisting of a 9,059.sf building in the STRIP MALL category;
- and
7. BUILDING R consisting of a 25,378.sf building in the STRIP MALL category;
- and
8. BUILDING S consisting of a 4,861.sf building in the STRIP MALL category;
- and
9. BUILDING PD J-1 consisting of a 1,200.sf building in the STRIP MALL category; and
10. BUILDING PD K-1 consisting of a 1,200.sf building in the STRIP MALL category; and
11. BUILDING M (2) consisting of a 140,690.sf building in the OFFICE category;
- and
12. BUILDING R (2) consisting of a 56,756.sf building in the OFFICE category;

as shown in Exhibit "B"; impact fees were not calculated on the following as shown in Exhibit "B", because the square footage and/or usage is not known at this time, but must be calculated and paid prior to connecting to the sewer main:

1. BUILDING PD-H1; and
2. BUILDING L; and
3. BUILDING PD-L1; and
4. BUILDING PD-M1; and
5. BUILDING PD-N1; and
6. BUILDING PD-S1; and
7. BUILDING PD-T1; and
8. BUILDING PD-U1; and
9. BUILDING PD-V1;

d. **Lateral Ownership and Responsibility.** Laterals are not owned or maintained by the District. Laterals are the property of Owner, who shall be solely responsible for operating and maintaining the sewer laterals which serve Owner's Property.

1. **Lateral Responsibility.** Owner hereby assumes all liability and responsibility for any sewer backups, together with any and all resulting damages to any persons or property or the units located on Owner's Property, caused or in any manner arising out of the sewer laterals serving Owner's Property.

2. **Future Development.** In the event Owner's Property is hereafter subdivided or otherwise further developed, in any manner, each unit thereon, including all existing units, will be immediately and separately connected to the sewer main owned by the District. All expenses associated with such development shall be borne by the Owner.

d. Where pretreatment facilities are required, Owner shall design and install a separate interceptor pipe, interceptor, sampling manhole, or amalgam separator hereinafter collectively referred to as the "Pretreatment Facilities." The Pretreatment Facilities shall be sized and designed to meet the pretreatment requirements of the District and shall comply with any required Discharge Permit(s). Owner shall maintain and repair such Pretreatment Facilities at owner's sole expense. Owner shall indemnify and hold harmless the District, 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 of Development and Fees.** The Owner shall 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 sewer system until all applicable fees, including impact fees, have been paid to the District. The applicable fees shall be those in effect at the time of connection to 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 at those rates 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 and their respective heirs, representatives, agents, officers, employees, members, successors and assigns. The covenants contained herein shall be deemed to run with the land described in Exhibit "A" attached hereto and by this reference made a part hereof. The parties acknowledge and agree that a copy of this Agreement may be recorded in the office of the appropriate County Recorder.

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. **Conveyance and Treatment Capacity.** The District's obligation to provide sewer service is subject to and conditioned upon the availability building in the adequate conveyance and 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 counterparts, 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.

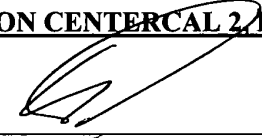
13. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

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.

"OWNER"

RIVERTON CENTERCAL 2, LLC

By: 

Its: SVP & General Counsel
Title

OWNER ACKNOWLEDGMENT

STATE OF UTAH)

:SS

COUNTY OF SALT LAKE)

On the _____ day of _____, 20____, personally appeared before me _____ who being by me duly sworn did say that (s)he is the _____ of **RIVERTON CENTERCAL 2, 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.

See attached

Notary Public

My Commission Expires: _____

Residing in: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

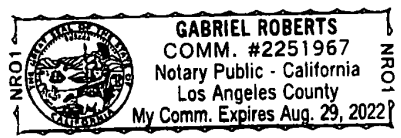
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles }

On December 19, 2019 before me, Gabriel Roberts, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Sean Dennison
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY BEING SERVED

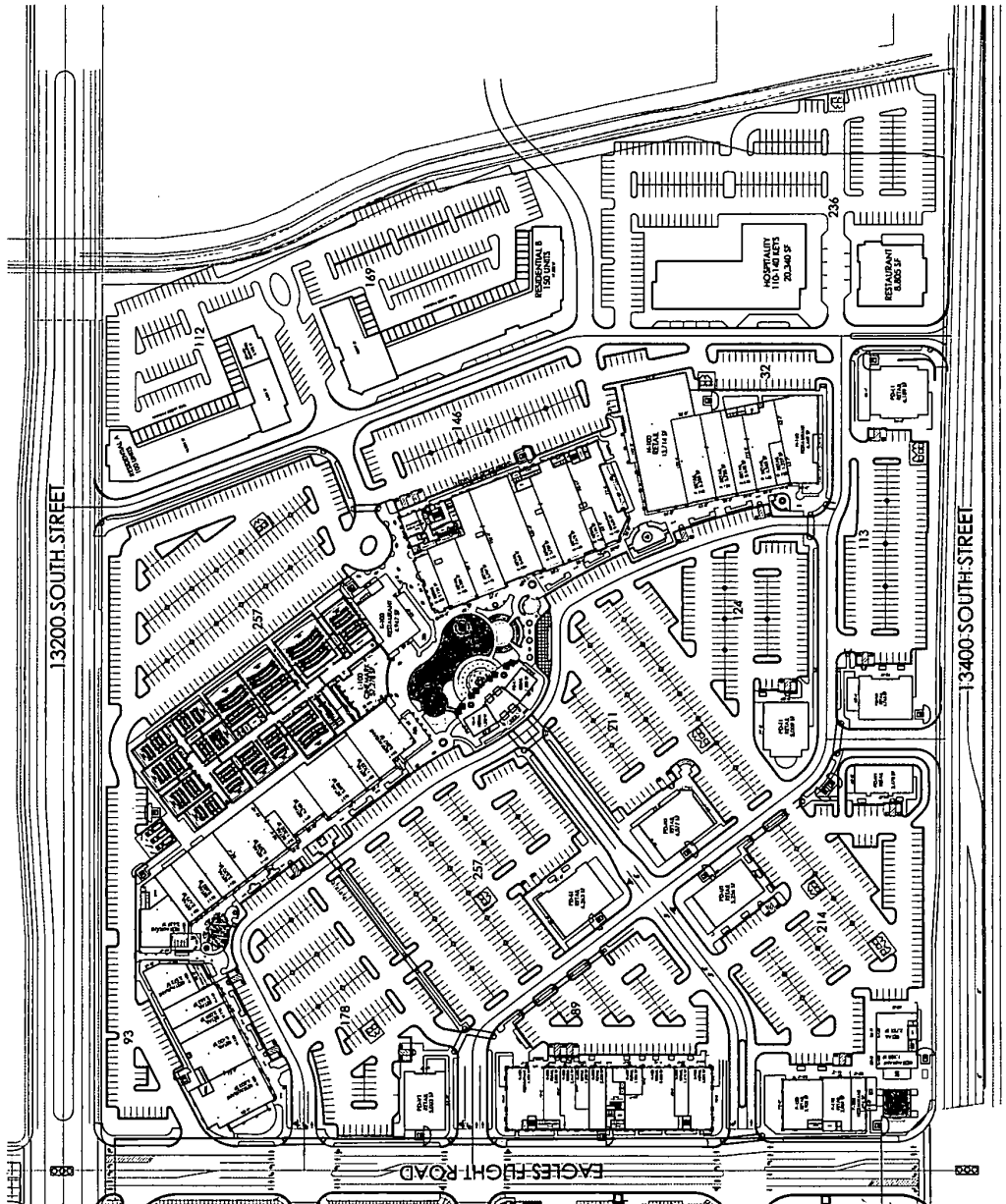
Mountain View Village Phase 2

Beginning at a point on the northerly Right-of-Way line of 13400 South Street, as described in a Quit Claim deed recorded as Entry No. 11352724 on March 19, 2012 in Book 10000 at Page 4080 in the Salt Lake County Recorder's office, said point also being South 89°34'03" East, along the section line, 1916.92 feet and North 00°25'57" East 149.17 feet from the Southwest Corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 00°34'50" East 167.70 feet to a point on a 100.00 foot radius curve to the left; thence northerly 11.38 feet along said curve, through a central angle of 06°31'15", (chord bears North 02°40'47" West 11.37 feet); thence North 05°56'24" West 59.05 feet to a point on a 100.00 foot radius curve to the right; thence northerly 11.38 feet along said curve, through a central angle of 06°31'15", (chord bears North 02°40'47" West 11.37 feet); thence North 00°34'50" East 889.12 feet to the proposed south line of 13200 South Street; thence, along the said south line, South 89°25'15" East 990.27 feet to a point on a 29.50 foot non-tangent radius curve to the left; thence southwesterly 24.18 feet along said curve, through a central angle of 46°57'13", (chord bears South 23°59'12" West 23.50 feet); thence South 00°30'35" West 90.73 feet to a point on a 153.00 foot curve to the left; thence southeasterly 53.93 feet along the said curve, through a central angle of 20°11'45", (chord bears South 09°35'17" East 53.65 feet); thence South 19°41'10" East 46.06 feet; thence South 20°12'44" East 489.99 feet to a point on a 195.00 foot radius curve to the right; thence southeasterly 70.49 feet along said curve, through a central angle of 20°42'40", (chord bears South 09°51'24" East 70.10 feet); thence South 00°29'56" West 261.30 feet; thence South 03°25'00" East 43.93 feet; thence South 00°29'56" West 161.88 feet to a point on a 30.00 foot radius curve to the left; thence southeasterly 28.99 feet along said curve, through a central angle of 55°21'34", (chord bears South 27°10'51" East 27.87 feet) to the to the aforesaid northerly Right-of-Way line of 13400 South Street; thence, along said northerly Right-of-Way line, the following seven (7) courses: (1) North 88°17'31" West 485.69 feet, (2) North 89°33'54" West 325.00 feet, (3) North 85°45'03" West 97.72 feet, (4) North 89°33'54" West 244.87 feet, (5) North 44°07'42" West 55.55 feet, (6) North 00°11'47" West 35.07 feet, (7) South 89°48'13" West 9.22 feet to the Point of Beginning.

EXHIBIT "B"
EXHIBIT OF PROPOSED DEVELOPMENT

PROJECT SUMMARY: PHASE II

SITE GROSS AREA:		30.73 ACRES
BUILDING H	21,073 SF	
BUILDING I	5,555 SF	
BUILDING J	57,278 SF	
BUILDING K	43,848 SF	
BUILDING L	9,059 SF	
BUILDING M	27,278 SF	
BUILDING N	4,981 SF	
BUILDING O	1,200 SF	
BUILDING P	1,200 SF	
BUILDING Q	4,189 SF	
BUILDING R	4,731 SF	
BUILDING S	4,203 SF	
BUILDING T	4,263 SF	
BUILDING U	3,009 SF	
BUILDING V	3,009 SF	
BUILDING W	3,009 SF	
BUILDING X	3,009 SF	
BUILDING Y	3,009 SF	
BUILDING Z	3,009 SF	
TOTAL	274,124 SF	
OFFICE		137,190 SF
RETAIL		54,738 SF
TOTAL		191,928 SF
GRAND TOTAL		66,070 SF
PARKING REQUIRED:		1,177
RETAIL		4,100
OFFICE		3,578
TOTAL		8,678
TOTAL PROVIDED:		1,714
PROJECT PARKING RATIO:		3.34/1000



PRELIMINARY LEASE PLAN
PHASE II
VERSION: PIP-11M 8 November 2015

