

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

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04/09/2014 11:00 AM \$0.00
Book - 10222 Pg - 6338-6345
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 908
DRAPER UT 84020
BY: KRA, DEPUTY - WI 8 P.

Affects Parcel No.: **2732377010**
OWNER: Blood Brothers Holding LLC

COMMERCIAL SEWER CONNECTION AGREEMENT

THIS AGREEMENT is made and entered into as of the 17 day of MARCH, 2014 and between **Blood Brothers Holding LLC**, whose address is 11643 South Redwood Road, South Jordan, UT, 84095 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 Sparkle Express Car Wash 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 13328 South Market Center Dr. Riverton, Utah, in 84065 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.**

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 Car Wash category, consisting of 9986 Square feet.

d. 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

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.

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.

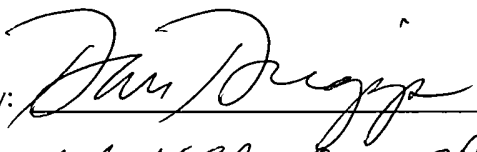
“DISTRICT”

SOUTH VALLEY SEWER DISTRICT

By: 
Craig L. White, General Manager

“OWNER”

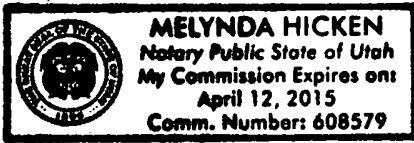
Blood Brothers Holding LLC

By: 
Its: MANAGER OWNER

DISTRICT ACKNOWLEDGMENT

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

On the 25 day of March, 2014 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.



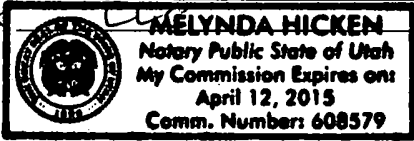
Melynda Hicken

Notary Public

OWNER ACKNOWLEDGMENT

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

On the 17 day of March, 2014, personally appeared before me Daniel Briggs who being by me duly sworn did say that (s)he is the Manager of Blood Brothers Holdings, LLC an LLC, and that the within and foregoing instrument was duly authorized by the LLC; and duly acknowledged to me that said LLC executed the same.



M. Hicken
Notary Public

My Commission Expires: 4/12/14

Residing in: Salt Lake County

SPARKLE EXPRESS CAR WASH 2
13328 So. MARKET CTR. DR.

Exhibit "A"

Parcel 1: (Lot 2B, 2nd Amended)

The Home Depot, a Commercial Subdivision

A part of Lot 2A and 2B of the ADJUSTED HOME DEPOT, A COMMERCIAL SUBDIVISION by metes and bounds, recorded as Entry No.9774085, in Book 9318, at Page 2178 in the Office of the Salt Lake County Recorder being within the Southwest quarter of Section 32, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Riverton, Salt Lake County, Utah:

Beginning at the front lot corner common to Lots 2B and 5 of said adjusted subdivision at a point on the Westerly line of Market Center Drive as it exists at 40.00 foot half-width located 766.10 feet North 89°51'35" West along the section line; and 347.20 feet North 00°08'25" East from the South quarter corner of said Section 32; and running thence West 393.37 feet along the Southerly line of said Lots 2A and 2B to the Southwesterly corner of said Lot 2A; thence along the Westerly line of said Lot 2B the following two courses: North 00°08'37" East 41.82 feet to a point of curvature; and Northwesterly along the arc of a 100.00 foot radius curve to the left a distance of 63.44 feet (Central Angle equals 36°21'03" and Long Chord bears North 18°01'55" West 62.39 feet); thence North 53°47'25" East 146.40 feet; thence South 45°00'00" East 25.26 feet; thence South 89°51'35" East 196.01 feet; thence North 57°11'15" East 59.17 feet to the Westerly line of said Market Center Drive; thence along said Westerly line the following two courses: Southeasterly along the arc of a 195.00 foot radius curve to the right a distance of 112.11 feet (Central Angle equals 32°56'27" and Long Chord bears South 16°19'49" East 110.57 feet) to a point of tangency; and South 00°08'25" West 95.23 feet to the point of beginning.

Parcel 1A:

Together with the rights contained in that certain Restriction Agreement and Grant of Easements recorded December 01,2005, as Entry No. 9569861, in Book 9224, at Page 9448 of Official Records.

Parcel 1B:

Together with the rights contained in that certain Restriction Agreement and Grant of Easements recorded October 19, 2006, as Entry No. 9881801, in Book 9367, at Page 8708 of Official Records.