

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

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06/07/2014 11:59 AM \$0.00
Book - 10251 Pg - 2778-2785
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
BY: TCA, DEPUTY - WI 8 P.

Affects Parcel No.: 27-36-376-020

OWNER: Draper GO3 LC

COMMERCIAL SEWER CONNECTION AGREEMENT

THIS AGREEMENT is made and entered into as of the 26 day of _____, 2014 and between Draper GO3 LC, whose address is 90 South 400 West, Salt Lake City, UT, 84101 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 Draper Pointe Phase 1 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 13392 South 200 West, in Draper 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 125,000 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.

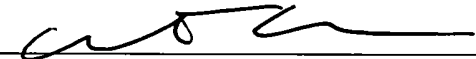
“DISTRICT”

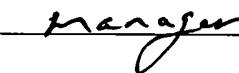
SOUTH VALLEY SEWER DISTRICT

By: 
Craig L. White, General Manager

“OWNER”

Draper GO3 LC

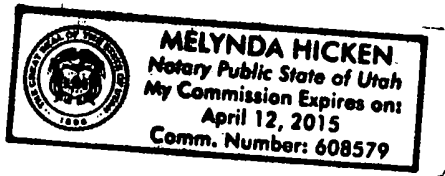
By: 

Its: 

DISTRICT ACKNOWLEDGMENT

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

On the 1 day of July, 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.



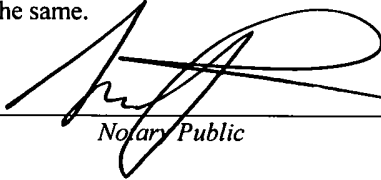


Notary Public

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 26 day of JUNE, 2014, personally appeared before me CHRISTIAN GARDNER who being by me duly sworn did say that (s)he is the MANAGER of DRAPER GOS LLC a LLC, and that the within and foregoing instrument was duly authorized by the DRAPER GOS LLC; and duly acknowledged to me that said CHRISTIAN GARDNER executed the same.



Notary Public

My Commission Expires: 10.16.16

Residing in: DAVIS COUNTY, UT



EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY BEING SERVED

Beginning South 89°58'27" East 1784.73 feet from Southwest Corner of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence Northwesterly 201.72 feet along a 805.19 feet radius curve to the left (chord bearing North 25°59'14" West 201.19 feet); thence North 33°05'53" West 71.93 feet; thence Northwesterly 292.72 feet along a 790 feet radius curve to the left (chord bearing North 43°42'46" W 291.05 feet); thence Northeasterly 107.85 feet along a 10653.76 feet radius curve to the left (chord bearing North 27°26'57" East 107.85 feet); thence Northeasterly 91.01 feet along a 2908.52 feet radius curve to the left (chord bearing North 25°30'07" East 91 feet); thence N 89°40'33" East 65.84 feet; thence South 67°55' East 13.78 feet; thence South 75°00'19" E 51.67 feet; thence South 75°15'18" East 154.15 feet; thence South 73°18'52" East 60.74 feet; thence S 66°06'24" East 30.80 feet; thence South 74°35'30" East 111.96 feet; thence South 78°05'38" E 56.46 feet; thence South 82°49'26" East 83.69 feet; thence North 79°24'34" East 63.89 feet; thence S 89°59'06" East 876.66 feet; thence Northeasterly 121.39 feet along a 612 feet radius curve to the left (chord bearing North 84°19'55" East 121.21 feet); thence South 89°59'06" E 243.46 feet; thence South 23°12'23" East 26.57 feet; thence Southeasterly 206.62 feet along a 528 feet radius curve to the right (chord bearing South 11°59'45" East 205.30 feet); thence S 0°47'06" East 355.13 feet; thence Southeasterly 242.52 feet along a 492 feet radius curve to the left (chord bearing South 14°54'25" East 240.07 feet); thence South 29°01'42" E 13.82 feet; thence South 35°32'44" West 23.06 feet; thence North 89°55'19" West 973.40 feet; thence North 0°02'11" East 327.92 feet; thence North 89°58'27" West 813.91 feet to beginning.