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

12254515  
04/06/2016 10:56 AM \$0.00  
Book - 10418 Pg - 6053-6057  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SOUTH VALLEY SEWER DISTRICT  
PO BOX 908  
DRAPER UT 84020  
BY: SSA, DEPUTY - WI 5 P.

Affects Parcel No.: 28-31-151-021 & 28-31-151-022

OWNER: Concord Properties

Project: Specialized MFG

**AMENDMENT TO COMMERCIAL SEWER CONNECTION AGREEMENT**

**THIS AMENDMENT TO COMMERCIAL SEWER CONNECTION AGREEMENT** is made and entered as of the 17 day of MARCH, 2016 and between Concord Properties whose address is 441 East 12300 South, Draper Utah 84020 hereinafter referred to as the "Owner," and the **SOUTH VALLEY SEWER DISTRICT**, a political subdivision of the State of Utah, whose address is 1253 West Jordan Basin Lane, Bluffdale, Utah 84065, hereinafter referred to as the "District."

**WITNESSETH:**

**WHEREAS**, the Owner and the District have previously entered into a Sewer Connection Agreement, dated the 2<sup>nd</sup> day of November, 2015 hereinafter called the Agreement, recorded as Entry Number 12189971 at Book 10388 Pages 4352-4358 in the office of Salt Lake County Recorder; for a development known as **Specialized Manufacturing**, located at 12879 So. Minuteman Drive Draper, UT (hereinafter, "the Development"); and

**WHEREAS**, Owner has previously constructed a building on a portion of Owner's Property.

**WHEREAS**, Owner desires to now construct a Structure on Owner's Property in addition to the building referred to hereinabove.

**WHEREAS**, Owner desires to use the sewer lateral presently serving the building to convey sewage from both businesses to the sewer main owned by the District, which is located in Minuteman Drive.

**WHEREAS**, Owner has requested the District to approve connection of both businesses to the same lateral and the District is willing to do so in accordance with the terms set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuation consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Lateral Ownership.** Owner hereby agrees to be solely responsible for operating and maintaining the sewer lateral which serves Owner's Property. The District shall have no obligations to inspect or maintain the sewer lateral serving Owner's Property.

2. **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 businesses located on Owner's Property, caused or in any manner arising out of the sewer lateral serving Owner's Property.

3. **Future Development.** Owner agrees that in the event Owner's Property is hereafter subdivided or otherwise further developed, in any manner, each building located on the respective subdivided parcels including both existing buildings, will be immediately and separately connected, at Owner's sole expense, to the sewer main owned by the District in Minuteman Drive.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

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

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

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

12. **Entire Agreement.** The Agreement and this Amendment thereto 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.

13. Any additional amendment(s) 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

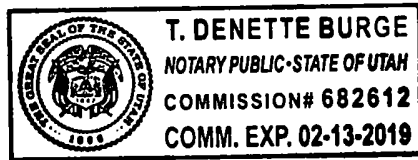
By   
Craig L. White, General Manager

**DISTRICT ACKNOWLEDGMENT**

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

On the 21 day of March, 2016 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"

CONCORD PROPERTIES, LLC

By: ROBERT E SIMONS  
Its: MANAGER  
Title

**OWNER ACKNOWLEDGMENT**

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

On the 17<sup>th</sup> day of March, 2016, personally appeared before me Robert E Simons who being by me duly sworn did say that (s)he is the manager of Concord Properties, 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.

Lynette Mcelprang  
My Commission Expires: 8.11.17  
Residing in: Riverton, UT

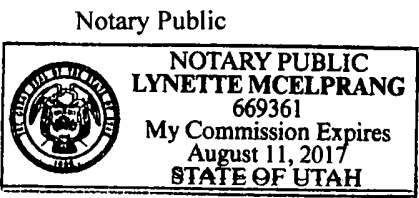


EXHIBIT "A"  
LEGAL DESCRIPTION OF PROPERTY BEING SERVED

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

NEW PARCEL 2: Shown for informational Purposes only: 28-31-151-021  
BEGINNING AT A POINT 183.3 FEET EAST AND 360.5 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 2, SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 127.00 FEET; THENCE SOUTH 67.0 FEET; THENCE WEST 127.00 FEET; THENCE NORTH 67.0 FEET TO THE POINT OF BEGINNING.

NEW PARCEL 3: Shown for informational Purposes only: 28-31-151-022  
BEGINNING AT A POINT 183.3 FEET EAST AND 427.50 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 2, SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 127.00 FEET; THENCE NORTH 67.0 FEET; THENCE EAST 175.0 FEET; THENCE SOUTH 01°35'30" EAST 224.73 FEET; THENCE WEST 167.0 FEET; THENCE NORTH 26°00' WEST 68.0 FEET; THENCE WEST 111.43 FEET; THENCE NORTH 96.53 FEET TO THE POINT OF BEGINNING.