

When Recorded Return to:
General Manager
South Valley Sewer District
P.O. Box 629
Riverton, UT 84065

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06/19/2017 01:37 PM \$0.00
Book - 10569 Pg - 77-81
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 629
RIVERTON UT 84065
BY: CRF, DEPUTY - WI 5 P.

Affects Parcel No.: 27-15-151-070
OWNER: Jeffrey S. Almond
PROJECT: Almond Dental Phase 1 & 2

**AGREEMENT FOR
MULTI UNIT CONNECTION TO COMMON SEWER LATERAL**

May THIS AGREEMENT is made and entered into as of the 30th day of May, 2017 and between **JEFFREY S. ALMOND**, whose address is 1793 West 9000 South, West Jordan, Utah 84088, 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."

RECITALS

- A. Owner owns property located at approximately 10435 South 2200 West, in South Jordan City, Salt Lake County, State of Utah, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof ("Owner's Property").
- B. Owner desires to construct two (2) buildings with two (2) units per building on Owner's Property.
- C. Owner desires to use one six (6) inch sewer lateral to convey sewage from the buildings to convey sewage from the buildings to the sewer main owned by the District.
- D. Owner has requested the District to approve connection of each of the buildings as described above 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. The Owner hereby agrees to be responsible for operating and maintaining each of the sewer laterals which serve Owner's Property.

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

3. 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 all existing buildings, will be immediately and separately connected, at Owner's sole expense, to the sewer main owned by the District adjacent to each building, and the Owner will notify the District and the District will inspect the new connection.

4. The Owner agrees to obey and abide by the District's rules and regulations currently in force and as the same may be amended from time to time, including but not limited to, payment of all required impact fees and monthly service charges.

5. Based upon compliance with all material aspects of this Agreement, the District hereby consents to Owner's use of a single sewer lateral for the two buildings to be located on Owner's Property as described hereinabove.

6. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior representations, promises or agreements of the parties with respect to the subject matter hereof which are not contained herein.

7. This Agreement shall be deemed to "run with the land" and shall be binding upon the parties hereto and their respective successors and assigns, and may be recorded by the District in the official records of the office of the Salt Lake County Recorder, State of Utah.

8. If any portion of this Agreement is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

9. This Agreement may be amended only in writing, 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 hereinabove written.

"DISTRICT"


SOUTH VALLEY SEWER DISTRICT

By: 
Craig L. White, General Manager

DISTRICT ACKNOWLEDGMENT

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

On the 9th day of June, 2017 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"

By: 
Jeffrey S. Almond

STATE OF UTAH)
COUNTY OF Salt Lake)ss.

On the 30th day of May, 2017, personally appeared before me *Jeffrey S. Almond* who being duly sworn, did say that he is the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.


Notary Public

My Commission Expires: 2-13-19

Residing in: Salt Lake

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY BEING SERVED

BEGINNING AT A POINT THAT IS SOUTH 00°01'38" WEST 1,412.61 FEET AND EAST 45.94 FEET FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE SOUTH JORDAN PARKWAY (UDOT RIGHT OF WAY NO. HPP-0121(2)0) THE FOLLOWING COURSES AND DISTANCES: NORTH 44°08'24" EAST 27.13 FEET TO UDOT STA. NO. 186+41.73; THENCE NORTH 88°01'38" EAST 68.220 FEET TO UDOT STA. NO. PC 187+09.22; ALONG A 9947 FOOT RADIUS CURVE TO THE RIGHT 102.77 FEET THROUGH A DELTA OF 0°35'31" (CHORD BEARS NORTH 88°19'23" EAST 102.76 FEET); THENCE SOUTH 190.51 FEET; THENCE EAST 7.76 FEET; THENCE SOUTH 80.00 FEET; THENCE WEST 243.60 FEET TO THE SECTION LINE; THENCE ALONG THE SECTION LINE NORTH 00°01'38" EAST 156.80 FEET; THENCE SOUTH 89°58'22" EAST 46.20 FEET; THENCE NORTH 00°08'25" WEST 88.91 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING TWO ROAD DEDICATIONS

A parcel of land located in the Northwest Quarter of Section 15, Township 3 South, Range 1 West, Salt Lake Base and Meridian described as follows:

Beginning at a point that is South 00°01'38" West 1,412.61 feet and East 45.94 feet from the Northwest corner of Section 15, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running;

Thence North 44°08'24" East 1.09 feet along the South Jordan Parkway (UDOT Right of Way No. HPP-0121(2)0);

Thence South 0°31'10" East 61.85 feet;

Thence South 06°40'57" West 9.82 feet;

Thence North 0°08'43" West 70.81 feet to the point of beginning.

Parcel contains 85 Sq. Ft. or 0.001 Acres

A parcel of land located in the Northwest Quarter of Section 15, Township 3 South, Range 1 West, Salt Lake Base and Meridian described as follows:

Beginning at a point that is South 00°01'38" West 1,501.49 feet from the Northwest corner of Section 15, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running;

Thence South 89°58'22" East 44.04 feet;

Thence South 06°49'39" West 26.60 feet;

Thence South 06°36'37" West 53.19 feet;

Thence South 0°24'48" East 77.53 feet;

Thence North 89°58'22" West 35.39 feet;

Thence North 0°01'38" East 156.78 feet to the point of beginning.

Parcel contains 5,841 Sq. Ft. 0.134 Acres