

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

12910094
12/27/2018 3:41:00 PM \$20.00
Book - 10741 Pg - 8706-8711
ADAM GARDINER
Recorder, Salt Lake County, UT
SUTHERLAND TITLE
BY: eCASH, DEPUTY - EF 6 P.

Affects Parcel No.: 33-08-377-001

OWNER: CAMELOT SOUTH HILLS LLC

Project: Soleil Lofts Apartments Clubhouse and Pools

AMENDMENT TO COMMERCIAL SEWER CONNECTION AGREEMENT

THIS AMENDMENT TO COMMERCIAL SEWER CONNECTION AGREEMENT is made and entered as of the 26 day of December, 2018 and between **CAMELOT SOUTH HILLS LLC** whose address is 595 South Riverwoods Pkwy. , Suite 400, Logan Utah 84321 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 27TH day of August, 2018, hereinafter called the Agreement, recorded as Entry Number 12847220 at Book 10711 Pages 6496-6502 in the office of Salt Lake County Recorder; for a development known as Soleil Lofts Apartments Clubhouse and Pools, located at 14750 South 3600 West Herriman, UT hereinafter, ("the Development"); and

WHEREAS, the Owner has installed 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 are connected to the District's sewer system in order to provide for collection, transmission, treatment, and disposal of sewage for the Development; and

WHEREAS, with respect to the Development, the Owner has previously paid impact fees to the District based on 600 apartments and a single clubhouse and pool (equivalent to 1 ERU); and

WHEREAS, the Owner is constructing 600 apartments and a 52,000 sf clubhouse including two swimming pools and two hot tubs, which is anticipated to generate an additional 12,113 gallons of sewage per day. As a result of the additional water use by the new tenant, and under the District's rules and regulations, the District is required to assess and collect an additional impact fee from the Developer; 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. **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 understands that Owner's new clubhouse and pools will be served by the Sewer Improvements and that the additional impact fees calculated and charged by the District will be based on gallons. Should the Development in the future construct further additions or expansions on the property, Owner will pay the required additional impact fees, at the rate established by the District's Board of Trustees with respect to Owner's facilities.

2. **Discharge from the pools and hot tubs.** As two swimming pools and two hot tubs (the "pool(s)") will be connected to the sewer, Owner agrees:

- a. To limit the discharge rate from the pool(s) to not more than 50 gallons per minute, by the use of a flow restricting device.
- b. To allow discharge from the pool(s) only during non-peak hours (i.e. 10 p.m. to 6 a.m.).
- c. If and when the pool(s) needs to be drained, the District must be notified at least 24 hours in advance and approve the discharge.
- d. To pay all applicable fees.

3. **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.

4. **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.

5. **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.

6. **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.

7. **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.

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

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

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

11. **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.

12. **Amendments.** 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”

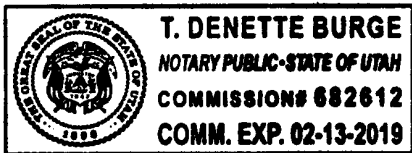
SOUTH VALLEY SEWER DISTRICT


By: 
Craig L. White, General Manager

DISTRICT ACKNOWLEDGMENT

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

On the 27 day of December, 2018 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”

CAMELOT SOUTH HILLS LLC

By: _____
Its: VP President _____
Title

OWNER ACKNOWLEDGMENT

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

On the 4th day of December, 2018, personally appeared before me John Lindsley who being by me duly sworn did say that (s)he is the Vice President of **CAMELOT SOUTH HILLS 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.

John Alexander Dahstrom
Notary Public

My Commission Expires: 12/22/2021
Residing in: Salt Lake City, Utah

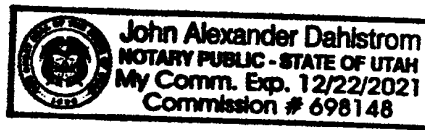


EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY BEING SERVED

PARCEL 3A

A PARCEL OF LAND SITUATED IN THE SOUTH HALF OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT POINT THAT IS SOUTH 89°26'58" WEST ALONG THE SECTION LINE TO THE WEST 1/16 LINE, A DISTANCE OF 1315.12 FEET AND NORTH 0°30'28" EAST ALONG SAID 1/16 LINE A DISTANCE OF 393.50 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE NORTH 0°30'28" EAST ALONG SAID 1/16 LINE TO THE SOUTH 1/16 LINE, A DISTANCE OF 945.36 FEET; THENCE NORTH 89°38'44" EAST ALONG SAID 1/16 LINE TO THE WESTERLY RIGHT OF WAY LINE OF ACADEMY PARKWAY, A DISTANCE OF 236.02 FEET TO THE POINT ON A 845.00 FOOT RADIUS NON-TANGENT CURVE AND SAID RIGHT OF WAY LINE; THENCE SOUTHEASTERLY 276.30 FEET ALONG SAID LINE AND ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°44'05" (WHICH THE RADIUS POINT BEARS NORTH 18°22'32" EAST AND THE LONG CHORD BEARS SOUTH 80°59'31" EAST 275.07 FEET); THENCE NORTH 89°38'27" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 139.38 FEET TO THE POINT ON A 1055.00 FOOT RADIUS CURVE AND SAID RIGHT OF WAY LINE; THENCE SOUTHEASTERLY 1496.33 FEET ALONG SAID LINE AND ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 81°15'50" (WHICH LONG CHORD BEARS SOUTH 49°43'38" EAST 1374.03 FEET); THENCE SOUTH 89°26'58" WEST, A DISTANCE OF 1703.89 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,310,619.46 SQ/FT OR 30.087 ACRES