



W3174386

When recorded, please return to:
Laurie Hellstrom, City Recorder
Pleasant View City
520 Elberta Dr.
Pleasant View, Utah 84414

EH 3174386 PG 1 OF 8
LEANN H KILTS, WEBER COUNTY RECORDER
10-AUG-21 909 AM FEE \$1.00 DEP DC
REC FOR: PLEASANT VIEW CITY

**SEWER INFRASTRUCTURE OWNERSHIP TRANSFER AGREEMENT
For Wasatch View Estates
(affecting Parcels 19-016-0160, 19-016-0026, 19-016-0087, 19-125-0001)**

This Sewer Infrastructure Ownership Transfer Agreement ("Agreement") regarding a portion of the sanitary sewer infrastructure located within the boundaries of the area commonly known as Wasatch View Estates ("Development") is made and entered into this 14th day of May, 2021 ("Effective Date") by and between Pleasant View City, a municipal corporation of the State of Utah ("City"), MHP #1 LLC, Scottsdale, Arizona ("Property Owner"), and DRH Properties, LLC, a Utah limited liability company ("Paying Party"). City, Property Owner and Paying Party may be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS Property Owner is the owner of real property known as Weber County Parcel Numbers 19-016-0160, 19-016-0026, 19-016-0087, and 19-125-0001 ("Parcels");

WHEREAS private utility infrastructure, including the sanitary sewer infrastructure, was constructed for Development on Parcels;

WHEREAS the City sees the value in assuming ownership of the Sewer Infrastructure (as defined below), including operation and maintenance, in order to provide safer transmission of sewage and provide new construction upstream of the Development a connection point to a public sewer line;

WHEREAS the Property Owner desires to transfer ownership of the Sewer Infrastructure to the City;

WHEREAS the Paying Party desires to pay all fees and costs as referenced in Paragraph 2 incurred as a result of the transfer of ownership of the Sewer Infrastructure from the Property Owner to the City;

WHEREAS the Paying Party has surveyed and assessed the condition of sewer manholes, cleaned, videoed, and inspected the sanitary sewer lines, and provided copies of results to City;

WHEREAS the City has reviewed the information provided by the Paying Party and has deemed the infrastructure to be in acceptable condition;

WHEREAS this Agreement is intended to specify the conditions under which the ownership and subsequent operation and maintenance responsibilities of the Sewer Infrastructure will be transferred and the roles of the Parties;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms as more fully set forth below, the City, Property Owner, and Paying Party hereby agree as follows:

AGREEMENT

1. **Infrastructure Affected by this Agreement.** "Sewer Infrastructure" specifically includes the sanitary sewer lines and manholes closest to and parallel with the west property line of Development, flowing south to north, which connects to the existing 8-inch sewer at the northwest corner of Development. Other sewer infrastructure and service laterals within development are specifically excluded from this Agreement and remain the responsibility of the Property Owner in accordance with Pleasant View City Ordinance. The Sewer Infrastructure is depicted in Exhibit A.
2. **Property Owner's and Paying Party's Obligations.** The Property Owner and Paying Party agree that:
 - 2.1. On or prior to the Effective Date of this Agreement, Paying Party shall deposit or escrow with the City a lump sum amount of \$2,000 to cover the cost of the tasks listed in paragraph 3.1; Paying Party is responsible for any and all costs above and beyond the deposit amount, with any remainder being refunded to Paying Party.
 - 2.2. Property Owner has prepared and shall dedicate a 20-ft wide (minimum) sanitary sewer easement along Sewer Infrastructure alignment ("Easement") to the City by separate instrument, to be recorded concurrently with this Agreement.
3. **City's Obligations.** The City agrees that:
 - 3.1. City shall prepare this Agreement (estimated cost \$2,000).
 - 3.2. Sanitary sewer impact fee(s) have been paid for existing dwellings at the time of the Effective Date of this agreement; therefore, no additional sanitary sewer impact fee will be charged for existing dwellings as these are not new connections to the sanitary sewer collection system. Impact fees will still apply to all future buildings in accordance with City ordinances.
 - 3.3. City shall assume ownership of Sewer Infrastructure, including operation and maintenance responsibilities based on the timing as described in paragraph 4 below and in accordance with City ordinances.
4. **Timing of Assumption of Ownership.** Upon dedication to the City of the Sewer Infrastructure and the Easement by means of this Agreement and the Easement dedication, City shall assume ownership of the Sewer Infrastructure at such time as:
 - 4.1. All tasks listed in paragraph 2 are complete; and
 - 4.2. Any outstanding costs are paid to the City.
5. **Sewer Utility Billing.** Property Owner currently receives and pays to City the monthly sewer utility bill for all dwellings located on Parcels. Property Owner agrees to continue paying the monthly sewer utility bill until such time as this billing method is revised by a subsequent agreement.
6. **Sewer Infrastructure Only.** Nothing in this Agreement shall imply the transfer of ownership of any other infrastructure, including roads and water lines, which are to remain privately owned and maintained.
7. **Term of Agreement.** This Agreement shall be in full force and effect in perpetuity.

8. Default.

8.1. An "Event of Default" shall occur under the Agreement if any Party fails to perform its obligations hereunder where those obligations are due, and the defaulting Party has not performed the delinquent obligations within 30 days following delivery of written notice of such delinquency ("Notice of Default") to the delinquent Party. Notwithstanding the foregoing, if the default cannot be reasonably cured within that 30-day period, a Party shall not be in default so long as that Party commences to cure the default within that 30-day period and diligently continues such cure in good faith until complete.

8.2. Parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting Party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, whether such costs and expenses are incurred with or without suit or before or after judgment. The Parties agree to venue in Second District Court Weber County.

9. **Remedies.** Upon the occurrence of an Event of Default, the non-defaulting Party shall have the right to exercise all of the following rights and remedies:

9.1. All rights and remedies available at law and in equity, including injunctive relief, specific performance, and/or damages.

9.2. The right to withhold reasonably related approvals, licenses, permits, or other rights associated with the Water Infrastructure or any development described in this Agreement until such default has been cured.

9.3. The right to draw upon any security posted or provided in connection with the Water Infrastructure.

10. **Notice and Cure.** Once an Event of Default has occurred, the noticing Party shall have the right to cure the default and seek reimbursement from the defaulting Party for the costs incurred in effecting such cure. Notwithstanding any provision herein to the contrary, the defaulting Party shall reimburse the curing Party for such costs of curing a default within fifteen (15) days following delivery to the defaulting Party of a written notice of such costs along with reasonable support documentation.

11. **Conflicts.** This Agreement is intended to be in harmony with all Federal and State laws, and City ordinances, codes, procedures, regulations, and rules "Laws." If any provision herein is contrary to or inconsistent with any Laws, the provisions of Laws shall govern. In the event of any conflict between the terms of this Agreement and those of any document entered into prior to this Agreement, this Agreement shall govern.

12. **Severability.** If any portion of this Agreement is held to be unenforceable, any enforceable portion thereof and the remaining provisions shall continue in full force and effect. No rule of strict construction shall be applied against any Party. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision.

13. **Agreement to Run With the Land.** This Agreement shall be recorded in the office of the Weber County Recorder against all of the Parcels listed in Exhibit A of this Agreement and shall run with the land.
14. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties hereto relative to the subject matter hereof and shall not be modified or amended except by a written instrument executed by all the Parties.
15. **Contact Information.** Any notices, requests, or demands required or desired to be given hereunder shall be made to the Parties as follows:

| | | |
|----------------------------------|--------------------------|--------------------------|
| For Property Owner: | For Paying Party: | For City: |
| MHP #1 LLC | Dee Reed Hansen | Pleasant View City |
| Attn: Mr. Vanderhout | The DRH Company | Attn: City Administrator |
| 10679 N. Frank Lloyd Wright #103 | 5445 Highland Drive | 520 W. Elberta Dr. |
| Scottsdale, AZ 85259-2675 | Salt Lake City, UT 84117 | Pleasant View, UT 84414 |

Any Party may change its address by giving written notice to the other parties in accordance with the provisions of this section.

16. **Exhibits to this Agreement.** Exhibits to this Agreement are enumerated as follows:
- 16.1. Exhibit A – Sewer Infrastructure Depiction

(continued on next page)

EXHIBIT A
SEWER INFRASTRUCTURE DEPICTION

EXHIBIT A

CONNECTION TO
EXISTING PUBLIC
SEWER MAIN

MHP #1, LLC

PROPOSED
PUBLIC 8"
SEWER MAIN



MHP #1, LLC

MHP #1, LLC

PROPOSED
PUBLIC 8"
SEWER MAIN

FUTURE
PUBLIC 8"
SEWER MAIN

1740 WEST
STREET

LOT 1

REMAINDER
PARCEL A

2700 NORTH STREET

ANNA
ANDERSON WAHLEN & ASSOCIATES

W:\11111\Project\11111\11111.dwg, 11/11/2011 10:10:10 AM, 11/11/2011 10:10:10 AM

IN WITNESS WHEREOF, Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

FOR PROPERTY OWNER:

Keith Vanderhout
Keith Vanderhout, Manager
MHP #1 LLC

STATE OF UT)
COUNTY OF Weber)^s

On this 14th day of May, in the year 2021, personally appeared before me Keith Vanderhout, whose name as Manager of MHP #1, LLC, is signed to the foregoing instrument and who is known to me (or proven on the basis of satisfactory evidence), acknowledged before me on this day that, being informed of the contents of the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company. Witness my hand and official seal.

Dustin Hodges
Notary Public signature

Dustin Hodges
(Printed Name)



Exp 6/23/24

FOR PAYING PARTY:

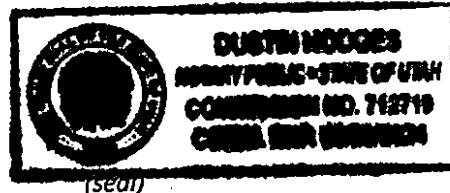
Dee Reed Hansen
DRH Properties, LLC
Dee Reed Hansen
Owner

STATE OF UTAH)
 Weber)
COUNTY OF ~~SALT LAKE~~)

On this 14th day of May, in the year 2021, personally appeared before me Dee Reed Hansen (name of document signer), is signed to the foregoing instrument and who is known to me (or proven on the basis of satisfactory evidence), acknowledged before me on this day that, being informed of the contents of the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Witness my hand and official seal.

Dustin Hodges
Notary Public signature



#712719

Dustin Hodges
(Printed Name)

EXP 6/23/24

FOR PLEASANT VIEW CITY:

Leonard Call

By: Leonard Call
Its: Mayor

Attest:



Laenei Helstrom
City Recorder

Approved as to Form: Michael K. [Signature]
City Attorney