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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: EVELYN FROGGET, DEPUTY

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AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of May, 1990, by and between the Salt Lake County Sewerage Improvement District No. 1, a governmental agency, hereinafter referred to as the "District", and the Redevelopment Agency of Draper City, a governmental agency, hereinafter referred to as the "Agency", and Draper City, a municipal corporation, hereinafter referred to as the "City".

W I T N E S S E T H:

WHEREAS, the District is created pursuant to the provisions of Title 17, Chapter 6 of the Utah Code Annotated 1953, as amended, for the purpose and object of providing sewer facilities and services through the construction, operation and maintenance of sewerage collection and treatment facilities to certain areas including those within the boundaries of the Agency;

WHEREAS, the Agency is created pursuant to the provisions of Title 11, Chapter 19, of the Utah Code Annotated 1953, as amended, for the purpose and object of redeveloping a geographic area which is located within the District; and

WHEREAS, the City is a municipal corporation duly organized and existing under the laws of the State of Utah; and

WHEREAS, the Agency and Draper City are in the process of considering the adoption of a redevelopment plan and redevelopment project area pursuant to Title 11, Chapter 19, known as the West Freeway Neighborhood Development Plan dated April 16, 1990 (the "Plan") and the West Freeway Neighborhood Development

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Project Area, as more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Project Area"); and

WHEREAS, the Agency has requested the District to provide sewer service to the Ballard Medical Building within the proposed Project Area and the District is willing to do so in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the parties desire to reduce their respective understandings and agreement to writing.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. The District agrees to install, extend and maintain, at the District's expense, a District sewer collection line with provisions for connections and related facilities (the "Outfall Sewer Line") to the western boundary of the Agency's proposed Project Area near Willow Creek with capacity to serve the proposed building to be constructed by Ballard Medical. Both the Ballard Medical Building and the proposed Project Area are located within the geographic boundaries of the District. The Outfall Sewer Line described in Paragraph 1 above shall be constructed in a timely manner and at a location finally determined by the District.

2. The Agency or its selected developers shall design, install and extend all sewer collection lines and related facilities within the proposed Project Area (the "Interior Sewer

System") without expense to the District, except for a sewer collection line and related facilities extending from the western boundary of the proposed Project Area easterly to the Ballard Medical Building (hereinafter referred to as the "Project Sewer Line") which shall, at the option of and at the request of the Agency, be installed by the District at locations finally determined by the District. Each owner of real property within the Project Area shall be responsible to install the owner's building sewer and building lateral line(s) at the owner's sole expense.

3. It is understood and agreed that the installation of any sewer lines and facilities within the Project Area shall be constructed in a timely manner to permit the anticipated construction and development within the Project area.

4. The District agrees to also provide adequate treatment capacity at the South Valley treatment plant or other treatment facilities to treat sewage emanating from the redevelopment Project Area. The District shall provide related offsite engineering and mainline inspection services and shall consult and coordinate with Agency representatives and contractors to endeavor to provide timely installation of appropriate facilities for the Project Area.

5. In the event that the Agency and the City shall hereinafter adopt the plan and the Project Area, which shall include all or substantially all of the real property described in Exhibit "A", the Agency covenants and agrees to repay to the District from tax increment funds paid to the Agency pursuant to

Section 11-19-29, Utah Code Annotated, 1953, as amended, (recodified as Section 17A-2-1247) a sum of money hereinafter referred to as the "Repayment Fee" to be determined according to the formula more fully described in Paragraph 9 below. In the event the Agency and the City hereafter adopt a plan and Project Area which does not include all or substantially all of the real property described in Exhibit "A", this Agreement shall terminate and the parties shall enter into a new agreement if any sewer service is requested from the District. In the event that the Agency and Draper City do not adopt a Plan or Project Area for any of the real property described in Exhibit "A", this Agreement shall terminate and be of no further force or effect.

6. The amount of the Repayment Fee paid by the Agency to the District shall be computed by adding the District's actual costs in designing, extending, constructing and installing the Project Sewer Line and any portion of the Outfall Sewer Line constructed and installed within the Project Area, measuring, sampling and related facilities, together with costs of engineering, reasonable measuring devices, right-of-way acquisitions, surveys, inspections and accrued interest on the unpaid balance of all of the foregoing at the rate of 7.5% per annum. A summary description of the estimated sewer facilities to be undertaken, constructed and completed by the District within the proposed Project Area is attached hereto as Exhibit "B." The actual cost of the sewer facilities constructed by the District, including interest, shall be submitted to the Agency by the

District at the close of the construction based upon actual construction costs and related costs incurred to above which are incurred by the District for the Project Sewer Line.

7. The Repayment Fee shall be paid by the Agency to the District subject to the following conditions:

(a) The Repayment Fee shall be paid in an annual payment equal to one hundred percent (100%) of the amount of money the District would have received as its proportionate share of the tax increment monies paid to the Agency pursuant to Section 11-19-29, Utah Code Annotated, 1953, as amended (recodified as Section 17A-2-1247) from the Project Area.

(b) The District's estimated proportionate share of the tax increment monies based upon current assessment rates and levies is approximately 8.3 % of the estimated amount of tax increment.

(c) If the Agency determines for any reason not to take the full amount of tax increment monies available to the Agency pursuant to Section 11-19-29, Utah Code Annotated, 1953, as amended (recodified as Section 17A-2-1247) as that amount is reduced from time to time by the "rollback" provisions of Section 11-19-29(1)(f), (recodified as Section 17A-2-1247(1)(f)) and the tax increment monies are distributed to the taxing agencies pursuant to Section 11-19-29.3, Utah Code Annotated, 1953, as amended (recodified as Section 17A-2-1250), the

District acknowledges that the amount of tax increment money which the Agency did not receive, automatically shall pass through to the District pursuant to the provisions of the statute.

(d) Payment to the District by the Agency shall be conditional upon receipt of the funds by the Agency and shall be paid by the Agency solely from tax increment proceeds received by the Agency each year commencing from tax increment proceeds received from taxes paid on or about November 30th of each year and from no other revenues or funding sources.

(e) Payments to the District shall be paid within 10 days of receipt by the Agency of the tax increment proceeds from the Salt Lake County Treasurer or the successor public agency charged with the responsibility of disbursing said funds. If no tax increment monies are received or budgeted for use by the Agency for a given year, pursuant to Section 11-19-29, Utah Code Annotated, 1953, as amended (recodified as 17A-2-1247), the Agency shall not be required to make any payment to the District for that year.

(f) In the event that the Utah State Legislature reduces: (1) the amount of tax increment money paid to the Agency pursuant to Section 11-19-29, Utah Code Annotated, 1953, as amended (recodified as 17A-2-1247); or (2) the percentage of tax increment money paid to an

Agency pursuant to the rollback provisions of Section 11-19-29(1)(f), Utah Code Annotated, 1953, as amended (recodified as 17A-2-1247(1)(f); or (3) the number of years that an Agency is entitled to receive tax increment monies from the number of years currently permitted as of the date of this Agreement pursuant to Section 11-19-29(1)(f), Utah Code Annotated, 1953, as amended (recodified as 17A-2-1247(1)(f); then the sum of tax increment monies to be paid by the Agency to the District shall likewise be reduced by the same amount of decrease, percentage of decrease or number of years of decrease of tax increment funds paid to the Agency.

(g) The Agency reserves the right to prepay all or part of the amount of the Repayment Fee at any time without the payment of penalties.

8. Upon completion of the construction of the sewer facilities, and payment to the District by the property owner of all usual and customary applicable fees which the District is legally authorized and permitted to charge to the property owner or user, the District agrees to maintain its sewer system and to receive, transport and treat effluent from the redevelopment Project Area within the District in the same manner and to the same extent that the Sewer District treats other effluents within the District. The District shall operate its sewer system in the manner required to meet the requirements of all laws and

regulations of both the State and Federal government regarding operation of said system by the District. The District and the Agency agree to comply with all laws and regulations applicable to the construction and operation of the sewer facilities.

9. The parties understand and acknowledge that the District shall receive all sewer connection and inspection fees and sewer service charges and any surcharges collected from owners or users within the redevelopment Project Area served by the District's sewerage system. All such sewer fees and sewer charges shall be paid directly to the District by said owners or users who shall comply with all applicable District rules and regulations.

10. The Agency and/or Draper City shall, at no cost to the District, immediately provide all rights-of-way and standard sewer easements in a form acceptable to the District for the Project Sewer Line and the Outfall Sewer Line from the existing sewer of the District to the western boundary of the proposed Project Area which may be necessary for installation of the public sewerage system at locations determined by the District, together with easements requested by the District for future sewer lines to serve uphill tributary areas located inside the Project Area on real property owned by or dedicated to the City or the Agency.

11. It is understood and acknowledged that the Agency anticipates that several separate developments by one or more owners will be built within the Project Area in one or more

separate development phases over a period of years. The Agency shall cooperate with the District in giving the District advance notice of all planned or proposed developments as soon as they are made known to the Agency. The Agency shall provide the Interior Sewer System for said developments according to plans approved by the District prior to construction and, where completed, transfer ownership of the sewer mains of the Interior Sewer System to the District. The District shall construct the Project Sewer Line and Outfall Sewer System with capacity to provide normal sewer service to the redevelopment Project Area when the same is needed by owners or users upon payment by them of the District's usual and customary applicable fees and charges and compliance with the District's rules and regulations.

12. It is the desire and intent of the parties hereto to cooperate with each other in every appropriate manner to further the orderly growth and development of properties located in the District and the Agency's redevelopment Project Area and to coordinate their respective activities with each other, to endeavor to provide for the economical and efficient installation of sewage facilities.

13. This Agreement contains the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties which are not embodied herein shall be of any force or effect.

14. If any provision or provisions of this Agreement shall be determined to be invalid, void or unenforceable for any reason, such determination shall not affect the validity of any remaining portions of this Agreement, and such remaining portions shall remain in full force and effect.

15. Any amendment or modification of this Agreement shall not be valid unless made in writing and executed by the parties hereto.

16. Both parties agree that should either party default in any of the covenants or agreements herein contained, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing or terminating this Agreement, or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise.

17. It is expressly understood and agreed that this Agreement shall inure to the benefit of, and be binding upon the parties hereto and their respective assigns and successors-in-interest.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their duly authorized representatives as

of the day and year first hereinabove written.

SALT LAKE COUNTY SEWERAGE
IMPROVEMENT DISTRICT NO. 1

By: Joseph A. Workman
Chairman, Board of Trustees

ATTEST:
M. Mickelson
Clerk

Linda Ludvigson
Notary Public residing in
Salt Lake County, Utah
REDEVELOPMENT AGENCY OF DRAPER CITY



Notary Public
LINDA LUDVIGSON
12441 S. 900 E. Box 1020
Draper, Utah 84020
My Commission Expires
July 27, 1993
State of Utah

By: Charles A. Hoffman
Its: Chairman

ATTEST:

By: Grant Beagly
Its: Executive Director



DRAPER CITY

By: Charles A. Hoffman
Its: Mayor

ATTEST:
Barbara L. Sadler
City Recorder

My Commission Expires:

July 27, 1993

Linda Ludvigson
Notary Public residing in
Salt Lake County, Utah

Notary Public
LINDA LUDVIGSON
12441 S. 900 E. Box 1020
Draper, Utah 84020
My Commission Expires
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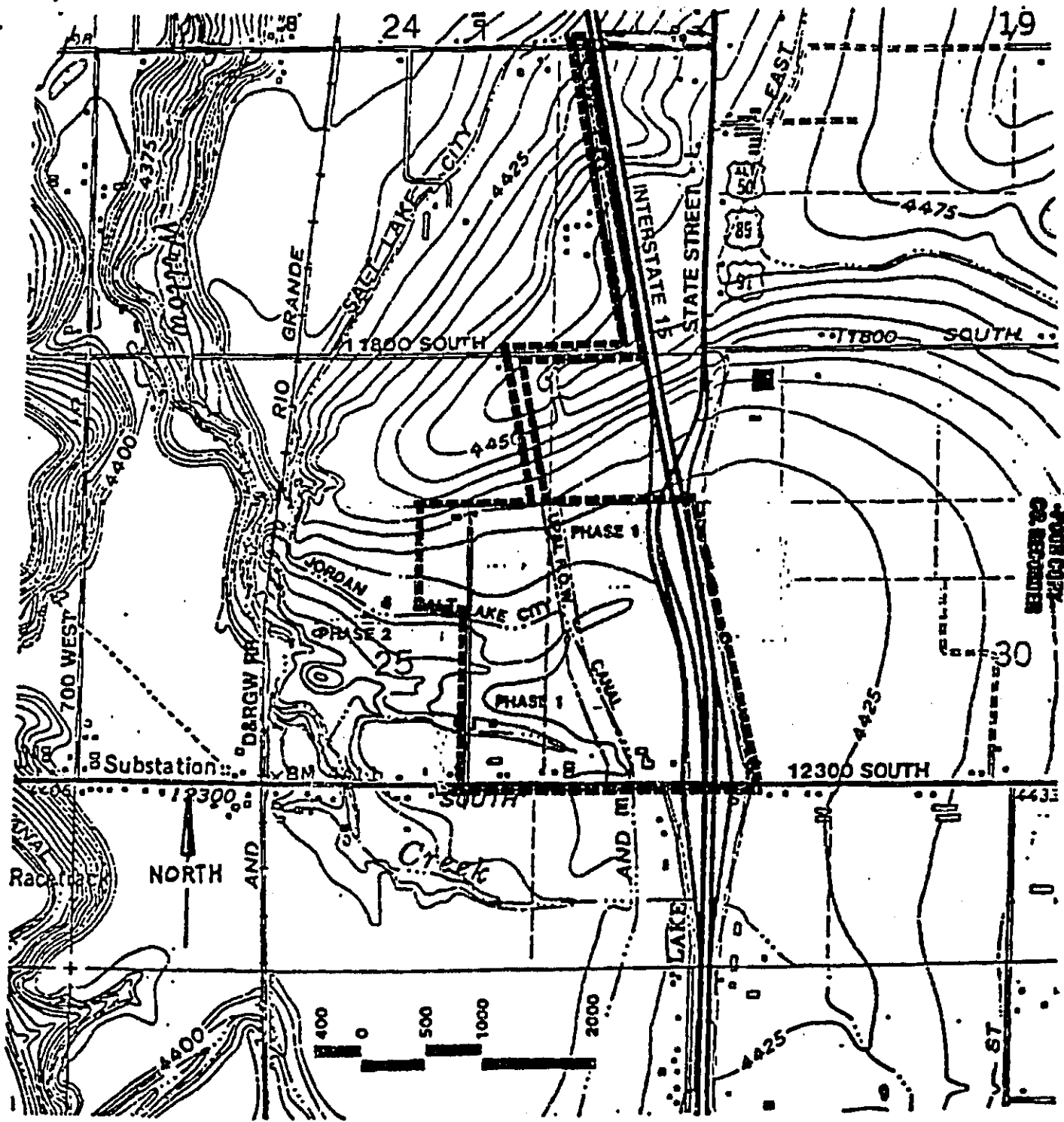
EXHIBIT "A"

A. Description of the Redevelopment Project Area

The West Freeway Neighborhood Development Project Area, hereinafter referred to as the project area, is enclosed within the following boundaries:

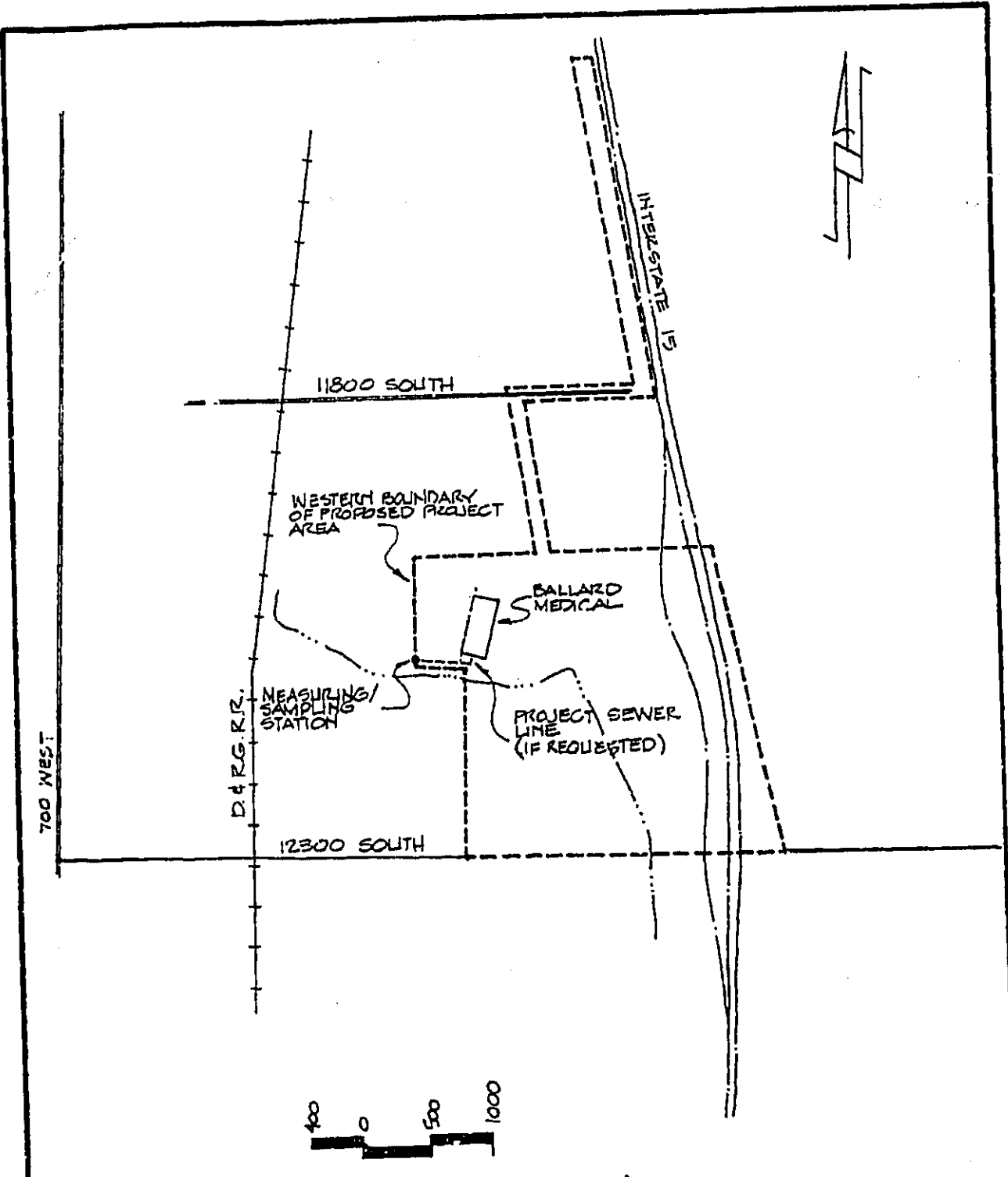
Beginning at a point on the West section line of Section 25, said point being $S00^{\circ}12'09''$ West, 1324.51 feet, along the section line, from the Northeast Corner of Section 25, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South $89^{\circ}43'37''$ East, 692.29 feet; thence South $00^{\circ}12'09''$ West, 1317.05 feet; thence North $89^{\circ}43'37''$ West 435 feet, more or less, to the East right-of-way line of Factory Outlet Drive (Interstate 15 East Frontage Road); thence Southeasterly along the East right-of-way of said road, 1130 feet, more or less, to a point 53 feet South of the centerline of 12300 South Street; thence North $89^{\circ}43'52''$ West 2477 feet; thence North $00^{\circ}07'27''$ East, 1500 feet, more or less, to the North side of the Jordan and Salt Lake City Canal; thence North $75^{\circ}25'55''$ West, 340 feet; thence South $85^{\circ}38'10''$ West, 16.47 feet; thence North $00^{\circ}00'41''$ West, 918.14 feet; thence North $89^{\circ}59'19''$ East, 849.51 feet; thence Northwesterly along the West side of a proposed roadway right-of-way line, North $9^{\circ}02'13''$ West, 1390 feet, more or less, to the North Section line of Section 25; thence South $89^{\circ}32'42''$ East, 983 feet, along said section line, to the West right-of-way line of the Frontage Road; thence Northwesterly along along said right-of-way line, 2690 feet, more or less, to the North right-of-way line of 11400 South Street; thence East 101.54 feet, along said right-of-way; thence Southeasterly along the West right-of-way line of US Interstate 15 Highway, 2770 feet; thence North $89^{\circ}32'42''$ West, 1020 feet, more or less, to the West property line of a Utah Power and Light Corridor; thence South $9^{\circ}02'13''$ West, 1330 feet, more or less, along said West line to the quarter - quarter section line; thence South $89^{\circ}43'37''$ East, 1445.38 feet along said quarter - quarter section line to the point of Beginning.

EXHIBIT "B"



REDEVELOPMENT AGENCY OF DRAPER
 WEST FREEWAY NEIGHBORHOOD DEVELOPMENT PROJECT AREA

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REDEVELOPMENT AGENCY OF DRAPER

	TEMPLETON, LINKE & ASSOCIATES CONSULTING ENGINEERS	
	Drawn AK	Date MAY 1990

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