

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

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04/28/2017 01:40 PM \$0.00
Book - 10552 Pg - 4929-4934
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 629
RIVERTON UT 84065
BY: MSP, DEPUTY - MI 6 P.

Affects Parcel No.: **33-07-176-003**

OWNER: Providence Hall

Project: Providence Hall Charter
School Junior High Expansion

AMENDMENT TO COMMERCIAL SEWER CONNECTION AGREEMENT

THIS AMENDMENT TO COMMERCIAL SEWER CONNECTION AGREEMENT is made and entered as of the 27 day of April, 2017 and between **PROVIDENCE HALL CHARTER SCHOOL JUNIOR HIGH** whose address is 4558 West Patriot Ridge Drive, Herriman Utah 84096 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 5TH day of April, 2011, hereinafter called the Agreement, recorded as Entry Number 1194733 at Book 9929 Pages 39975-3983 in the office of Salt Lake County Recorder; for a development known as **Providence Hall Jr. High**, located at 4558 West Patriot Ridge Drive 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 52,258 square feet; and

WHEREAS, the Owner is constructing an addition of 9,858 sf, which is anticipated to generate an additional sewage. 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 Tenant will be served by the Sewer Improvements and that the additional impact fees calculated and charged by the District will be based on a school rate for the additional 9,858 sf. Should the Development in the future construction 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.

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. [MFB Edit Note → with out of state developers, we might want to insert a forum selection clause here]

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.

[remainder of page intentionally blank]

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

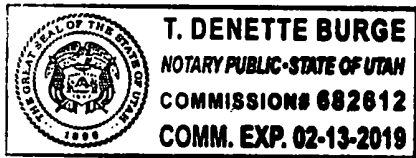
By: 
Craig L. White, General Manager

DISTRICT ACKNOWLEDGMENT

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

On the 28th day of April, 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"

PROVIDENCE HALL

By: Brian Fauver
Its: BRIAN FAUVER, principal
Title

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

On the 27 day of April, 2017, personally appeared before me Brian D Fauver who being by me duly sworn did say that (s)he is the principal of **PROVIDENCE HALL**, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its bylaws or by a resolution of its Board of Directors; and acknowledged to me that said corporation executed the same.

My Commission Expires: 3/19/19
Residing in: MACO

Alondra Arias
Notary Public

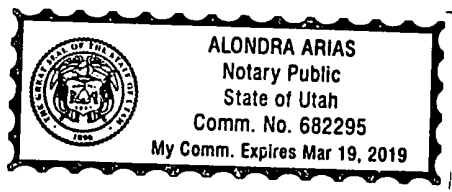


EXHIBIT A

PROPERTY DESCRIPTION

The following real property situated in Salt Lake County, Utah and more particularly described as follows:

Lot 1, Rosecrest Providence Hall Subdivision 2, according to the official plat thereof on file and of record in the Office of the Salt Lake County Recorder, State of Utah.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY.

BEGINNING at the Northeast Corner of Lot 1, Rosecrest Providence Hall Subdivision 2, and thence along the east line of said Lot 1 southerly along the arc of a 4,944.00 foot radius non-tangent curve to the left 20.00 feet through a central angle of $00^{\circ}13'54''$ and a long chord of South $46^{\circ}42'28''$ East 20.00 feet to a point 20.00 feet perpendicularly distant southerly of the north line of said Lot 1; thence parallel to said line South $43^{\circ}29'38''$ West 203.00 feet; thence North $46^{\circ}30'22''$ West 20.00 feet to the north line of said Lot 1; thence along said line North $43^{\circ}29'38''$ East 202.93 feet to the POINT OF BEGINNING. Said parcel contains 4,059 square feet or 0.09 acres, more or less.

pt - 33-07-176-001