

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

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12/08/2021 02:23 PM \$0.00  
Book - 11279 Pg - 7317-7322  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
SOUTH VALLEY SEWER DISTRICT  
PO BOX 629  
RIVERTON UT 84065  
BY: ZHA, DEPUTY - WI 6 P.

Affects Parcel No.: 26-24-257-004-0000  
26-24-257-005-0000  
OWNER: SOUTH STATION APARTMENTS LLC  
Project: Vida at Daybreak

**AMENDMENT TO COMMERCIAL SEWER CONNECTION AGREEMENT**

**THIS AMENDMENT TO COMMERCIAL SEWER CONNECTION AGREEMENT** is made and entered as of the 2<sup>nd</sup> day of December, 2021 and between **SOUTH STATION APARTMENTS LLC** whose address is 67 S MAIN ST 3<sup>rd</sup> FL Layton, UT 84041, 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 20<sup>TH</sup> day of June, 2018, hereinafter called the Agreement, recorded as Entry Number 12798561 at Book 10687 Pages 6079-6086 in the office of Salt Lake County Recorder; for a development known as Vida at Daybreak, located at approximately 11319 S Grandville Ave South Jordan, Utah 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 multifamily units and 1 pool; and

**WHEREAS**, the Owner is constructing additional amenity and commercial space, 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 Tenants will be served by the Sewer Improvements and that the additional impact fees calculated and charged by the District will be based on 1 ERU (Building A amenities), 2,530 square feet of office (Building B), 8,502 square feet of retail and 1 ERU (Building K with pool), and 1 ERU (Building L amenities). 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.

c. In the event of further changes of use, the Owner shall submit all reasonably required documentation to ensure the calculation and payment of the required additional impact fees. Fees will be calculated at the then current rate established by the District's Board of Trustees.

d. The District may charge and Owner shall pay reasonable additional impact fees if a change of use occurs in Owner's facilities served by the Private Sewer Improvements at those rates which are in effect on the date when the additional impact fees are actually paid to the District.

e. As a swimming pool, hot tub and/or other similar facility will be connected to the sewer, Owner shall:

1. Provide the District at least 24 hours advance notice before draining the pool.
2. Obtain prior written approval from the District before draining the pool.
3. Limit, by the use of a flow restricting device, any discharge from the pool(s) to not more than 50 gallons per minute.
4. Allow discharge from the pool(s) only during non-peak hours (i.e. 10 p.m. to 6 a.m.).
5. Pay all applicable fees associated with the discharge from the pool.

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”

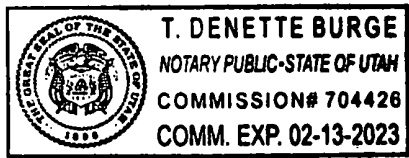
SOUTH VALLEY SEWER DISTRICT

By:   
Craig L. White, General Manager

DISTRICT ACKNOWLEDGMENT

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

On the 7 day of December, 2021 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



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY BEING SERVED**

**LOT C-201, DAYBREAK SOUTH STATION PLAT 1 AMD  
LOT C-202, DAYBREAK SOUTH STATION PLAT 1 AMD**