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**GARY W. OTT**  
 RECORDER, SALT LAKE COUNTY, UTAH  
 SOUTH VALLEY SEWER DISTRICT  
 PO BOX 908  
 DRAPER UT 84020  
 BY: ARG, DEPUTY - WI 5 P.

When Recorded Return to:  
 Mr. Craig L. White  
 South Valley Sewer District  
 P.O. Box 908  
 Draper, Utah 84020

**PARCEL I.D.# 28-31-352-019**  
**28-31-352-020**  
**28-31-352-056**

**GRANTOR: Goldsworth Real Estate Inc**  
**Villas at Bridle Ridge**  
**Condominiums Owners Association**

### SEWER LATERAL AGREEMENT

**THIS AGREEMENT** is made and entered into as of the 2 day of MARCH, 2010, by and between the South Valley Sewer District, a political subdivision of the State of Utah, hereinafter referred to as the "District," and **Goldsworth Real Estate, Inc**, a Corporation hereinafter referred to as "Owner." and **Villas at Bridle Ridge Condominiums Owners Association**, hereinafter referred to as "Association."

#### RECITALS

- A. Owner owns property located at approximately 13361 S Bridle Villa Drive, in Draper City, Salt Lake County, State of Utah, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof ("Owner's Property").
- B. Owner desires to construct a four-plex on Owner's Property.
- C. Owner desires to use one sewer lateral to convey sewage from units 19 and 20 of said four-plex to the sewer main owned by the District, which is located in South Bridle Villa Drive.
- D. Owner has requested the District to approve connection of both units to the same lateral and the District is willing to do so in accordance with the terms set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuation consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Association hereby agrees to be solely responsible for operating and maintaining the sewer lateral which serves Owner's Property. The District shall have no obligations to inspect or maintain the sewer lateral serving Owner's Property.
2. Association hereby assumes all liability and responsibility for any sewer backups, together with any and all resulting damages to any persons or property located on Owner's Property, caused or in any manner arising out of the sewer lateral serving Owner's Property.
3. Owner agrees to obey and abide by the District's rules and regulations currently in force and as the same may be amended from time to time, including but not limited to, payment of the required impact fee and monthly service charges each business.

4. The District hereby consents to Owner's use of a single sewer lateral for units 19 and 20 of the four-plex to be located on Owner's Property.

5. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior representations, promises or agreements of the parties with respect to the subject matter hereof which are not contained herein.

6. This Agreement shall be deemed to "run with the land" and shall be binding upon the parties hereto and their respective successors and assigns, and may be recorded by the District in the official records of the office of the Salt Lake County Recorder, State of Utah.

7. If any portion of this Agreement is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

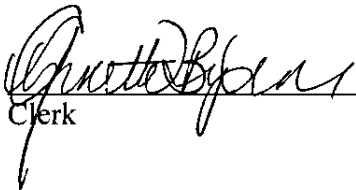
8. This Agreement may be amended only in writing, signed by the parties hereto.

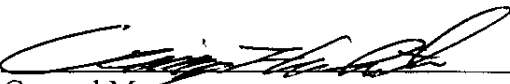
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first hereinabove written.

**"DISTRICT"**

**SOUTH VALLEY SEWER DISTRICT**

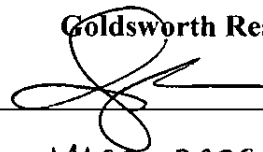
ATTEST:

  
Clerk

By:   
General Manager

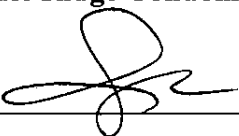
**"OWNER"**

**Goldsworth Real Estate Inc**

  
Its: VICE PRES. OF CONST.

**"ASSOCIATION"**

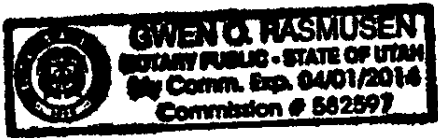
**Villas at Bridle Ridge Condominiums Owners Association**

  
Its: PRESIDENT

DISTRICT ACKNOWLEDGMENT

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

On the 2nd day of March, 2011, 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 governmental entity, and that said instrument was signed in behalf of the District by authority of its Board of Trustees and said Chairman acknowledged to me that the District executed the same.



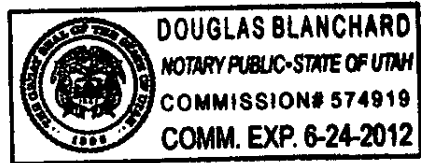
Gwen O. Rasmussen  
Notary Public

\* ACKNOWLEDGMENT

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

On the 2 day of March, 2011, personally appeared before me Jared Oeser who being by me duly sworn did say that (s)he is the Vice President of **Goldsworth Real Estate Inc.**, a Corporation, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

Doug Blanchard  
Notary Public



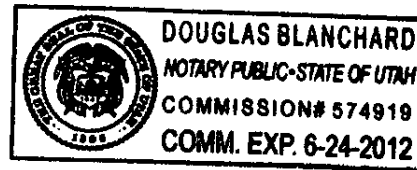
STATE OF UTAH )  
 )  
:SS  
COUNTY OF SALT LAKE )

On the 2 day of MARCH, 2011, personally appeared before me  
JARED OESER who being by me duly sworn did say that (s)he is the  
PRESIDENT of **Villas at Bridle Ridge Condominiums Owners**  
**Association**, and that the foregoing instrument was signed in behalf of said Association; and acknowledged  
to me that said Association executed the same.

Doyle Blanchard  
Notary Public

My Commission Expires: 6-24-2012

Residing in: Provo, UT



**Exhibit A**  
**Property Legal Description**

Unit 19, Villas at Bridle Ridge Condominiums  
Unit 20, Villas at Bridle Ridge Condominiums  
Common Area, Villas at Bridle Ridge Condominiums