

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

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03/27/2015 11:33 AM \$0.00
Book - 10309 Pg - 164-171
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 908
DRAPER UT 84020
BY: SSA, DEPUTY - WI 8 P.

27-27-100-001

Affects Parcel No.: 28-27-100-003, 28-27-100-002

OWNER: Hidden Valley Country Club

PROJECT: Hidden Valley Country Club - Pool Addition

COMMERCIAL SEWER CONNECTION AGREEMENT

THIS AGREEMENT is made and entered into as of the 26 day of February, 2015 and between **Hidden Valley Country Club**, whose address is 11820 South Highland Drive, Sandy, Utah 84092, hereinafter referred to as the "Owner," and the **SOUTH VALLEY SEWER DISTRICT**, a political subdivision of the State of Utah, whose address is 874 East 12400 South, Draper, Utah 84020, hereinafter referred to as the "District."

WITNESSETH:

WHEREAS, the Owner proposes to install a sewer line or sewer lines, laterals, manholes and related structures and facilities (hereinafter, "Sewer Improvements"), as a part of the Hidden Valley Country Club - Pool Addition development, which Sewer Improvements will be connected to the District's sewer system in order to provide for collection, transmission, treatment, and disposal of sewage from Owner's land; and

WHEREAS, the proposed Sewer Improvements are to be located on Owner's land at approximately 11995 South 2000 East, in Draper City, Utah; and

WHEREAS, the District, in accordance with its rules and regulations, will not allow connection of the Sewer Improvements to the District's sewer system or otherwise approve or accept any work by the Owner unless an agreement is made to assure completion of the Sewer Improvements according to the District's Design Standards and Construction Specifications, and the plans and profile drawings approved by the District; 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. Installation of Improvements.

a. **Plans and Specifications.** The Owner shall provide a set of plans and profile drawings of the Sewer Improvements and sewer system design for review and acceptance by the District. This design shall also provide for additional capacity for tributary areas if the District so directs. The District engineer will thereafter approve or reject the Owner's plans and drawings.

b. **Installation.** After compliance with all District requirements, including payment of all connection, review and inspection fees and costs, a preconstruction conference may be held with the Owner and the District's engineer and/or inspectors. Upon satisfactory compliance with all of the foregoing requirements, the Owner shall proceed to install in a workman-like manner at Owner's sole cost and expense, the Sewer Improvements as shown on the plans and profile drawings approved by the District and in accordance with the District's Design Standards and Construction Specifications. If the Sewer Improvements are not commenced within one (1) year from date of this Agreement, Owner shall resubmit plans for review and approval by the District engineer. All work shall be subject to District testing, inspection and approval before the same is covered or interconnected with the main outfall lines constructed by the District. If the work is covered before such testing, inspection and acceptance, the District may require the line to be uncovered for testing and inspection and may disconnect the Owner's system from the District's sewer system. The actual interconnection of Owner's sewer system with the District's main outfall line or lines shall be done at a time and in a manner approved by the District at the Owner's expense. Owner, at the time of the initial installation, shall install appropriate wyes in the sewer main line for each connection to be serviced, and extend lateral sewer lines to a point inside of any curb, gutter, and sidewalk within the property line of each connection or lot.

c. **Connection to District Lines.** Owner's Sewer Improvements shall not be connected to the District lines until Owner has fully performed Owner's obligations set forth in this Agreement.

2. Rules and Regulations. The Owner hereby agrees at all times to abide by the established rules and regulations of the District, including but not limited to, the payment of fees and charges hereafter as the same shall become due, construction of the Sewer Improvements in accordance with the District's Design Standards and Construction Specifications and complying with any applicable pretreatment requirements of the District.

3. 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 hereby grants the District and its designees the full right to enter upon all property within Owner's development to inspect the Sewer Improvements at any time.

c. Owner understands that Owner's facility or facilities will be served by the Sewer Improvements and that the impact fees calculated and charged by the District will be based on restaurant and gallons category, consisting of 3,395 square feet (restaurant) and 205 gallons per day (from the pool and shower area) respectively.

d. Where required, Owner will design and install a separate interceptor pipe, interceptor and sampling manhole, hereinafter collectively referred to as the "Interceptor." The Interceptor shall be sized and designed to meet the pretreatment requirements of the District and comply with any required Discharge Permit(s). Owner further agrees to maintain and repair such interceptor line at owner's sole expense. Owner hereby agrees to indemnify and hold the District harmless, its officers, employees, engineers, agents and representatives from any liability, expense, claims or damages of any nature which may arise from the operation and maintenance of the Interceptor herein.

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

1. To limit the discharge rate from the pool(s) to not more than 50 gallons per minute, by the use of a flow restricting device.
2. To allow discharge from the pool(s) only during non-peak hours (i.e. 10 p.m. to 6 a.m.).
3. If and when the pool needs to be drained, the District must be notified at least 24 hours in advance and approve the discharge.
4. To pay all applicable fees.

4. **Costs and Fees.** The Owner hereby agrees to bear the total costs of constructing all Sewer Improvements required for the servicing of Owner's development (including extensions from existing District sewer mains to the development, the sewer collection system within the development, and laterals to each lot, parcel, building or connection within the development). No lot or parcel of real property or building shall be connected to any portion of the District's existing sewer system until the then applicable impact fee therefor has been paid to the District. The applicable impact fees shall be those impact fees established by the District's Board of Trustees with respect to Owner's facilities to be served by the District's sewer system. Owner's initial impact fee shall be paid to the District by Owner based upon the District's fee schedule established for Owner's initial designated facility or facilities. The District may charge and Owner shall pay additional impact fees if a change of use occurs in Owner's facilities served by the Sewer Improvements at those rates which are in effect on the date when the additional impact fees are actually paid to the District.

5. **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.

6. **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.

7 **Treatment Capacity.** The District's obligation to provide sewer service hereunder is subject to and conditioned upon the availability of adequate treatment capacity at the sewer treatment facilities serving the District and shall be subject to any limitations, requirements and regulations which may be established and enacted from time to time by the District's Board of Trustees or the governing body of the sewer treatment facility serving Owner's land and/or development, or by any other governmental entity having jurisdiction over the parties hereto.

8 **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.

9. **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.

10. **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.

11. **Bonds.** This Agreement does not alter any obligation of Owner to provide bonds under applicable ordinances of any city or county having jurisdiction over Owner's development.

12. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.

13. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

14. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

15. **Entire Agreement.** This Agreement 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.

16. **Amendments.** Any amendment 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"

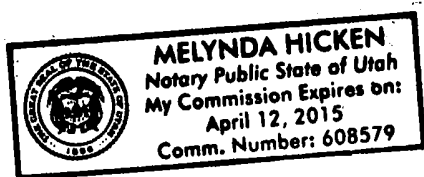
SOUTH VALLEY SEWER DISTRICT

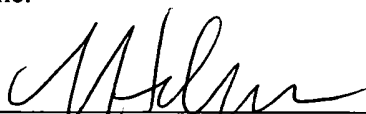
By: 
Craig L. White, General Manager

DISTRICT ACKNOWLEDGMENT

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

On the 5 day of March, 2015 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"

Hidden Valley Country Club

By: Scott D. Rogers
Its: Gen. Mgr.

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 26 day of February, 2015, personally appeared before me
Scott Rogers who being by me duly sworn did say that (s)he is the
General Manager of Hidden Valley Country Club a
501 (c) 7 Corporation, and that the within and foregoing instrument was duly
authorized by the Board of Directors; and duly acknowledged to me that said
Scott Rogers executed the same.

Alayna M. Sweeney
Notary Public

My Commission Expires: 6/5/2018

Residing in: Sandy

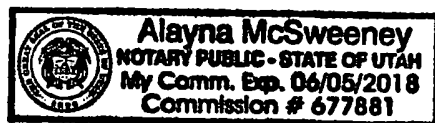


EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY BEING SERVED

28271000020000 Legal description

BEGINNING 297 FEET SOUTH OF THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN, RUNNING THENCE EAST 1800 FEET; THENCE SOUTH 341 FEET; THENCE SOUTH 68°41'40" WEST 600 FEET; THENCE NORTH 250 FEET; THENCE SOUTH 68°41'40" WEST 1332.05 FEET; THENCE NORTH 793 FEET, TO BEGINNING.

28271000030000 Legal description

BEGINNING 1320 FEET SOUTH OF THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN, RUNNING THENCE EAST 2640 FEET; THENCE NORTH 1023 FEET; THENCE WEST 840 FEET; THENCE SOUTH 341 FEET; THENCE SOUTH 68°41'40" WEST 600 FEET; THENCE NORTH 250 FEET; THENCE SOUTH 68°41'40" WEST 1332.05 FEET; THENCE SOUTH 230 FEET TO THE BEGINNING.

28271000010000 Legal description

BEGINNING AT THE CENTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE WEST 889 FEET, MORE OR LESS, TO A POINT WHICH IS 431 FEET EAST FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 13°40' EAST 353 FEET; THENCE NORTH 7°50' EAST 583 FEET; THENCE NORTH 9°40' EAST 404.6 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE EAST 176 FEET, MORE OR LESS, TO THE EAST SIDE OF A PUBLIC HIGHWAY KNOWN AS 16TH EAST STREET; THENCE NORTH 21°45' EAST 1330 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SECTION 28; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 28 TO THE NORTHEAST CORNER OF THE SECTION; THENCE CONTINUING EAST ALONG THE NORTH LINE OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN 2640 FEET, MORE OR LESS, TO THE NORTH QUARTER CORNER OF SECTION 27; THENCE SOUTH 297 FEET; THENCE WEST 3258.75 FEET; THENCE SOUTH 5° WEST 224.4 FEET; THENCE NORTH 89°30' WEST 574.2 FEET; THENCE SOUTH 3° WEST 800.25 FEET; THENCE SOUTH 536.5 FEET; THENCE EAST 155.025 FEET; THENCE SOUTH 10° EAST 796.129 FEET TO THE CENTER LINE OF SECTION 28; THENCE WEST 1551 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT WHICH IS SOUTH 0°04'39" WEST 35 FEET AND SOUTH 89°55'21" EAST 508.439 FEET FROM THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 0°04'39" WEST 187.004 FEET; THENCE SOUTH 58°03'55" WEST 215.241 FEET; THENCE SOUTH 47°33'28" WEST 91.902 FEET; THENCE SOUTH 25°04'01" WEST 302.778 FEET; THENCE SOUTH 10°02'52" WEST 350 FEET; THENCE SOUTH 38° WEST 245 FEET; THENCE SOUTH 31° EAST 250 FEET; THENCE SOUTH 5° WEST 583.609 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT 147.14 FEET; THENCE SOUTH 33° EAST 177.193 FEET THENCE NORTH 58°54'15" EAST 255 FEET; THENCE SOUTH 54° EAST 588.821 FEET; THENCE SOUTH 148.43 FEET; THENCE SOUTH 89°56'14" EAST 522 FEET MORE OR LESS; THENCE NORTH 6°48'52" WEST 100.504 FEET; THENCE NORTH 71°34'37" EAST 178.452 FEET; THENCE NORTH 70°14'58" EAST 110.17 FEET; THENCE NORTH 10° WEST 602.89 FEET; THENCE WEST 155.025 FEET; THENCE NORTH 536.5 FEET; THENCE EAST 3.75 FEET; THENCE NORTH 3° EAST 800.25 EAST; THENCE SOUTH 89°30' EAST 574.2 FEET; THENCE NORTH 15° EAST 224.4 FEET; THENCE EAST 618.75 FEET; THENCE NORTH 297 FEET; THENCE WEST 2640 FEET MORE OR LESS TO THE EAST LINE OF ROAD; THENCE SOUTH 0°04'39" WEST 35 FEET; THENCE SOUTH 89°55'21" EAST 508.439 FEET TO BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT WHICH IS NORTH 89°56'01" WEST 272.380 FEET ALONG THE SOUTH

LINE OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, FROM THE EAST 1/4 CORNER OF SAID SECTION 28, AS ESTABLISHED IN 1949, AND RUNNING THENCE NORTH 89°56'01" WEST 1049.150 FEET ALONG SAID SOUTH LINE; THENCE NORTH 6°48'52" WEST 100.504 FEET; THENCE NORTH 71°34'37" EAST 178.452 FEET; THENCE NORTH 70°14'58" EAST 696.152 FEET; THENCE SOUTH 31°04'06" EAST 458.413 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:
BEGINNING AT A POINT THAT IS SOUTH 89°55.21. EAST ALONG THE SECTION LINE 508.439 FEET AND SOUTH 0°04'39" WEST 35.00 FEET FROM THE NORTH 1/4 CORNER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (SAID 1/4 CORNER BEARING SOUTH 0°16'58" EAST FROM THE MONUMENT AT THE INTERSECTION OF 1700 EAST AND 11400 SOUTH STREETS, SAID MONUMENTS USED AS THE CENTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN); THENCE SOUTH 0°04'39" WEST 187.004 FEET TO A WIRE FENCE ON THE WESTERLY SIDE OF THE FOURTEENTH FAIRWAY OF THE HIDDEN VALLEY COUNTRY CLUB GOLF COURSE; THENCE ALONG SAID FENCE SOUTH 58°03'55" WEST 215.241 FEET AND SOUTH 47°33'28" WEST 91.902 FEET AND SOUTH 25°04'01" WEST 302.778 FEET AND SOUTH 10°02'52" WEST 350.00 FEET; THENCE LEAVING SAID FENCE SOUTH 38° WEST 245.00 FEET; THENCE SOUTH 31° EAST 250.00 FEET; THENCE SOUTH 5° WEST 660.00 FEET THENCE SOUTH 33° EAST 253.584 FEET TO A WIRE FENCE APPROXIMATELY 150 FEET SOUTHEAST OF THE TWELFTH GREEN OF SAID GOLF COURSE; THENCE ALONG SAID LAST MENTIONED FENCE NORTH 58°54'15" EAST 255.00 FEET; THENCE SOUTH 54° EAST 558.821 FEET; THENCE DUE SOUTH 148.430 FEET TO THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 28; THENCE NORTH 89°56'14" WEST ALONG SAID 1/4 SECTION LINE 1644.497 FEET TO A POINT IN 1700 EAST STREET AS IT PRESENTLY EXISTS, SAID POINT BEING ON THE ARC OF AN 1145.884 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS SOUTH 81°35'14" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 4°21'38" A DISTANCE OF 87.209 FEET; THENCE NORTH 12°46'24" EAST ALONG A LINE ESTABLISHED AS THE CENTER LINE OF THE EXISTING RIGHT OF WAY 208.40 FEET TO A POINT OF TANGENCY WITH A 2045.665 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS NORTH 77°13'36" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 5°35'50", A DISTANCE OF 199.841 FEET; THENCE CONTINUING ALONG SAID ESTABLISHED CENTER LINE NORTH 7°10'34" EAST 219.00 FEET TO A POINT OF TANGENCY WITH A 5713.123 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS SOUTH 82°49'26" EAST THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 2°00'20" A DISTANCE OF 199.980 FEET; THENCE NORTH 9°10'54" EAST 424.018 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE SOUTH 89°55'44" EAST ALONG SAID SOUTH LINE 33.421 FEET TO A POINT THAT IS 33.00 FEET PERPENDICULARLY DISTANT SOUTHEASTERLY FROM SAID ESTABLISHED CENTER LINE; THENCE NORTH 9°10'54" EAST 20.190 FEET TO A POINT OF TANGENCY WITH A 781.017 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS SOUTH 80°49'06" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18°08'50" A DISTANCE OF 247.371 FEET; THENCE NORTH 27°19'44" EAST PARALLEL WITH SAID ESTABLISHED CENTER LINE AND 33.00 FEET SOUTHEASTERLY FROM, 1051.80 FEET TO A POINT OF TANGENCY WITH A 562.033 FEET RADIUS CURVE, THE CENTER OF WHICH BEARS NORTH 62°40'16" WEST, THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10°32'02" A DISTANCE OF 103.33 FEET; THENCE SOUTH 89°55'21" EAST PARALLEL WITH THE NORTH SECTION LINE OF SAID SECTION 28 AND 35.00 FEET SOUTH THERE FROM 500.00 FEET TO THE POINT OF BEGINNING.