

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

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09/23/2020 11:29 AM \$0.00
Book - 11024 Pg - 3816-3824
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 629
RIVERTON UT 84065
BY: JLA, DEPUTY - WI 9 P.

Affects Parcel No.: 27-13-226-010
OWNER: ST MALL OWNER LLC
BUILDING: CHICK-FIL-A

COMMERCIAL SEWER CONNECTION AGREEMENT

THIS AGREEMENT is made and entered into as of the 2 day of September, 2020 between ST MALL OWNER LLC whose address is 100 N SEPULVEDA BLVD STE 1925 El Segundo, CA 90245 and Chick-FIL-A, whose address is 5200 Bufington Rd., Atlanta, 304349 hereinafter collectively referred to as the "Owner," and the SOUTH VALLEY SEWER DISTRICT, a political subdivision of the State of Utah, whose address is 1253 W Jordan Basin Ln, Bluffdale, UT 84065, hereinafter referred to as the "District."

WITNESSETH:

WHEREAS, the Owner has installed sewer line or sewer lines, laterals, manholes and related structures and facilities, at 10090 South State Street in Sandy City Utah and proposes to relocate the existing or install additional sewer line or sewer lines, laterals, manholes and related structures and facilities as a part of the CHICK-FIL-A Expansion (hereafter called "Sewer Improvements") which Sewer Improvements are and 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 10090 S State St, in Sandy 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 has provided 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 have been and continue to be served by the Sewer Improvements and that the impact fees calculated and charged by the District and paid by the Owner for the original building was based on 4,496 square feet of fast food category and the new impact fee is based upon an additional 332 square feet of fast food category which will be paid by Owner.

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.

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”

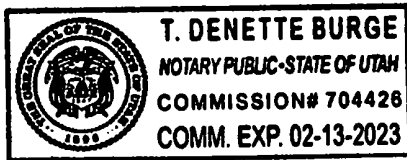
SOUTH VALLEY SEWER DISTRICT

By: 
Craig L. White, General Manager

DISTRICT ACKNOWLEDGMENT

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

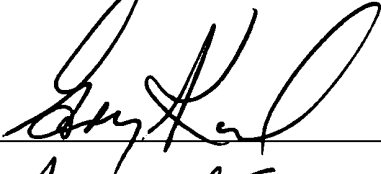
On the 8 day of September, 2020 personally appeared before me **Craig L. White**, who being by me duly sworn, did say that he is the General Manager of **SOUTH VALLEY SEWER DISTRICT**, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the District by authority of its Board of Trustees and acknowledged to me that the District executed the same.




Notary Public

"OWNER"

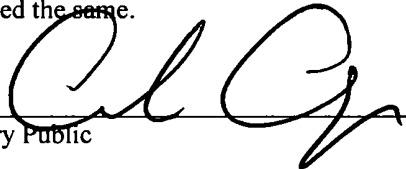
ST MALL OWNER LLC

By: 
Its: Authorized Signatory
Title

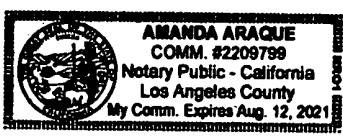
OWNER ACKNOWLEDGMENT

STATE OF California)
COUNTY OF Los Angeles)
:SS

On the 25th day of August, 20 20, personally appeared before me Gary Karl who being by me duly sworn did say that he is the Authorized Signatory of St Mall Owner LLC a limited liability company, and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement; and duly acknowledged to me that said limited liability company executed the same.


Notary Public

My Commission Expires: 08/12/2021
Residing in: Los Angeles, CA



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

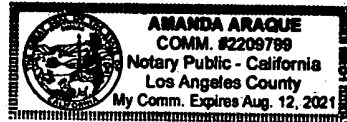
On 08/25/2020 before me, Amanda Araque, Notary Public
(insert name and title of the officer)

personally appeared Gary Karl
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



CHICK-FIL-A

By: [Signature]

Its: PRINCIPAL PROGRAM LEAD
Title

OWNER ACKNOWLEDGMENT

STATE OF Georgia)

COUNTY OF Cobb)
:ss

On the 26 day of August, 2020 personally appeared before me Randal Kimoto who being by me duly sworn did say that (s)he is the Principal Program Lead of Chick-fil-A, Inc. a limited liability company, and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement; and duly acknowledged to me that said limited liability company executed the same.

[Signature]
Notary Public

My Commission Expires: 11-20-2021

Residing in: 900 BATTERY AVE SE #302
AMANTA, GA 30339
Cobb County

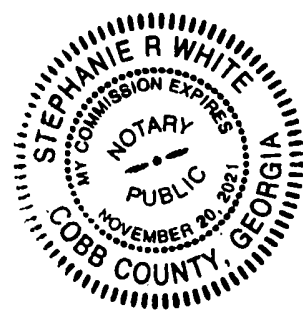


EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY BEING SERVED

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WESTERLY BOUNDARY LINE OF STATE STREET (US-89) N89°50'56"E 41.32 FEET (41.33 FEET, RECORD) AND N00°07'35"W 550.47 FEET (550.60 FEET, RECORD) FROM THE NAIL AND WASHER (REFERENCED ON THE SALT LAKE COUNTY RECORD OF SURVEY MAP NO. S97-07-0403) FOUND MARKING THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE S45°13'07"W 5.82 FEET ALONG THE NORTHWESTERLY BOUNDARY LINE OF THE RELOCATED JORDAN AND SALT LAKE CANAL; THENCE WEST 109.21 FEET; THENCE NORTH 20.00 FEET; THENCE WEST 124.00 FEET; THENCE NORTH 240.00 FEET; THENCE EAST 236.77 FEET TO SAID WESTERLY BOUNDARY LINE OF STATE STREET; THENCE S00°07'35"E 255.90 ALONG SAID LINE TO THE POINT OF BEGINNING.

PLEASE NOTE THAT A LEGAL DESCRIPTION SHALL BE ATTACHED WITH THIS DOCUMENT.