

When Recorded Return to:
Joel Thompson
South Valley Sewer District
P.O. Box 629
Riverton, UT 84065

14145859 B: 11441 P: 1528 Total Pages: 5
08/28/2023 01:00 PM By: dsalazar Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: SOUTH VALLEY SEWER DISTRICT
PO BOX 629 RIVERTON, UT 84065



Affects Parcel No.: 34-07-326-007-0000
OWNER: HIGHPOINTE PARTNERS, LLC
PROJECT: Highpointe Office Building

AMENDMENT TO COMMERCIAL SEWER CONNECTION AGREEMENT

THIS AMENDMENT TO COMMERCIAL SEWER CONNECTION AGREEMENT is made and entered as of the 8 day of AUGUST, 2023 and between **HIGHPOINTE PARTNERS, LLC**, whose address is 7585 S. Union Park Ave Suite 200 Sandy, UT 84047, 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 8TH day of July, 2022, hereinafter called the Agreement, recorded as Entry Number 14007779 at Book 11368 Page 2005 in the office of Salt Lake County Recorder; for a development known as Highpointe Office Building, located at 14658 S Bangerter Parkway Draper, 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 4,143 gallons per day; 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 Ballard Venue Tenant will be served by the Sewer Improvements. 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.

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.

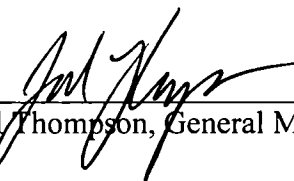
11. **Entire Agreement.** The Agreement and this Amendment thereto contains the entire agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises, representations, warranties or understandings between the parties regarding the subject matter hereof which 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”

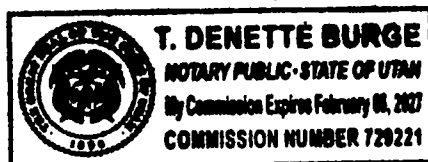
SOUTH VALLEY SEWER DISTRICT

By: 
Joel Thompson, General Manager

DISTRICT ACKNOWLEDGMENT

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

On the 14 day of August, 2023 personally appeared before me **Joel Thompson**, 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”

HIGHPOINTE PARTNERS, LLC

By: [Signature]
Its: [Signature] MANAGER
Title

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 8th day of August, 2023, personally appeared before me G. Chris Johnson who being by me duly sworn did say that (s)he is the MANAGER of **HIGHPOINTE PARTNERS, 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.

[Signature]
Notary Public

My Commission Expires: Aug 9, 2025

Residing in: MIDVALE, UT

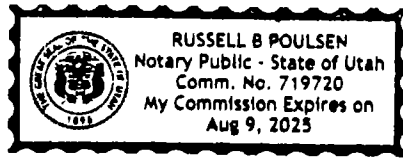


EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY BEING SERVED

LOT 1, HIGHLAND DRIVE OFFICE SUBDIVISION

