

SE 34 2N-1W

E 1664361 B 2817 P 582  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
2001 MAY 30 12:43 PM FEE 18.00 DEP CY  
REC'D FOR SOUTH DAVIS CO SEWER IMP DIST

RETURNED

06-082-0059

MAY 30 2001

**LIEN AGREEMENT  
FOR  
SEWER SERVICE INSTALLATION AND REIMBURSEMENT**

THIS LIEN AGREEMENT, made this 29th day of May, 2001, by and between, **SOUTH DAVIS COUNTY SEWER IMPROVEMENT DISTRICT**, hereinafter referred to as "District"; and **GERALD M. HUNTER, KATHRYN N. HUNTER-CALOBEER, and DANIEL W. HUNTER, TRUSTEES OF THE TRUST AGREEMENT DATED 12/30/97**, hereinafter referred to as "Property Owner"; in contemplation of the following facts and circumstances:

- A. Davis County ordinances require that all properties within three hundred (300) feet of a public sewer connect to the sewer system. The District has identified a number of properties which are currently being serviced by septic tanks.
- B.
  - 1. Serial #. 070 06-082-0059
  - 2. Property Address 2596 South 1800 West, Woods Cross, Utah
  - 3. Legal Description:  
Beginning at a point 179 15/21 Rods south and south 250 ft. from the northeast corner of Section 34, T2N, R1W, SLB&M; thence S 125 ft., thence W 325 ft.; thence N 125 ft.; thence E 325 ft. to the point of beginning.
- C. The District is willing to finance the costs of the project, including the District's impact and inspection fees, in order to assist the property owners affected.
- D. Property Owner is aware and is willing to consent to the fact that during the installation of the building sewer and the disconnection of the existing septic tank, Property Owner may temporarily be without service.
- E. Once the building sewer has been installed in accordance with the requirements of the District, the District shall hold title to those portions within the public right-of-way or on public or perpetual easements available to the District, and shall undertake the operation thereof.
- F. The parties hereto are desirous to identify the terms and conditions under which the District is willing to finance the cost of the project including the District's impact and inspection fees.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. **District to Approve Contractor's Bid.** Prior to commencement of work, the Property Owner's contractor must submit a bid to the District for review and approval. The District will finance only those costs contained within an approved bid.
- 2. **District to Finance the Initial Cost of the Project.** The District will finance the cost to construct the building sewer line from the main sewer line to the Property Owner's building or buildings, including construction, surface restoration and decommissioning of the existing septic tank. District also agrees to finance the impact and inspection fees charged to the Property Owner at no interest for a period of thirty (30) years. Collectively these costs ("Financed Costs") are identified more specifically in Exhibit "A" attached hereto and incorporated herein by this reference.

3. Costs to be Amortized as Part of Regular Sewer Service Billing. The District shall bill the Property Owner for the costs related to providing sewer, applicable fees, disconnecting septic tanks and any other restoration or improvements by amortizing the total costs over the period of thirty (30) years, and adding the amounts to the Property Owner's regular monthly sewer service billing (currently District customers are billed semi-annually in January and July). The Property Owner will also be charged for monthly sewer service fees in accordance with District policy then in effect.

4. Financed Costs Due and Payable in Full Upon Property Owner's Sale and/or Change of Ownership. In the event Property Owner sells, changes ownership or conveys the property benefited by the installation of the Financed Costs hereunder, the entire balance remaining due to the District at the time of sale or conveyance shall immediately be due and payable to the District.

5. Miscellaneous Provisions

10.1. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10.2. Survival. Each and every one of the obligations and undertakings of the parties herein shall be continuing obligations and undertakings and shall not cease and terminate until all of the obligations and undertakings set forth herein shall have been fully paid, performed and discharged.

10.3. Attorney's Fees. In the event it becomes necessary for any party to this Agreement to commence legal action to enforce its rights under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

10.4. Assignment. No party may assign its rights hereunder or delegate the performance of its duties, obligations and undertakings hereunder without the express written consent of the party to this Agreement holding the benefit of such duties, obligations and undertakings.

10.5. Notices. All notices shall be in writing, and shall be deemed to have been given or served when presented personally or when deposited in the United States mail, by registered or certified mail, addressed as follows:

To the District.

South Davis County Sewer Improvement District  
PO Box 4000  
Bountiful, UT 84011-4000

To the Property Owner.

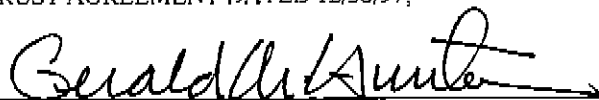
Gerald M Hunter  
1736 Seaside Court  
Boise, ID 83706

Such addresses may be changed by notice to the other party given in the same manner as above provided. Any notice given hereunder shall be deemed given as of the date delivered or mailed.

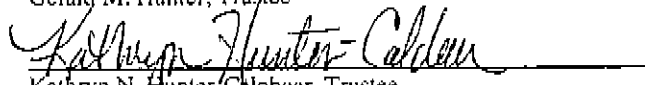
10.6. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect any other term or provision of this Agreement.

- 10.7. Captions. The article and section headings contained in this Agreement are for purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.
- 10.8. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.
- 10.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one instrument.
- 10.10. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto and supersedes all prior agreements, representations or understandings between them relating to the subject matter hereof. All preceding agreements relating to the subject matter hereof, whether written or oral, are hereby merged into this Agreement.
- 10.11. Construction. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.
- 10.12. Joint and Several Liability. The obligations of each party to this Agreement shall be joint and several with regard to each and every other party hereto.
- 10.13. Further Action. The parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.
- 10.14. Recitals, Exhibits. All factual Recitals set forth herein shall be considered part of this Agreement. All Exhibits attached to this Agreement are expressly made a part hereof as fully as though they were completely set forth herein.

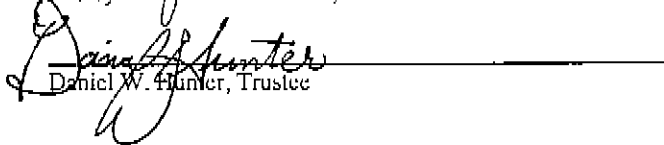
TRUST AGREEMENT DATED 12/30/97,



Gerald M. Hunter, Trustee

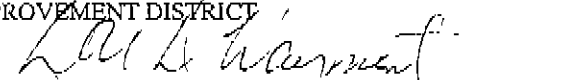


Kathryn N. Hunter-Caldwell, Trustee



Daniel W. Hunter, Trustee

SOUTH DAVIS COUNTY SEWER  
IMPROVEMENT DISTRICT

By:   
Dal D. Wayment, General Manager

Exhibits to This Agreement:

Exhibit "A" - Property Owner's Financed Costs

E 1664361 B 2817 P 585

STATE OF Idaho )

: SS.

COUNTY OF Ada )

Subscribed and sworn to before me on the 21<sup>st</sup> day of May, 2001

\_\_\_\_\_ by GERALD M. HUNTER, Trustee of the Trust Agreement dated 12/30/97.

Janet A. Thurman  
.. Notary Public ..

*Commission expires 11-14-06*

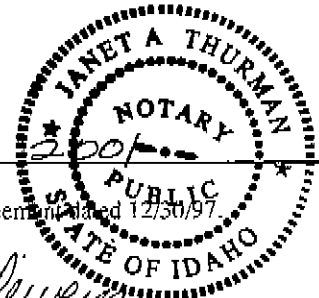
STATE OF Utah )

: SS.

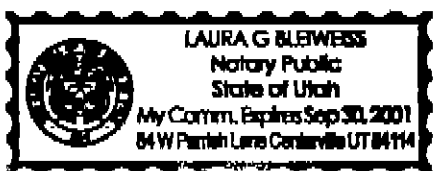
COUNTY OF Davis )

Subscribed and sworn to before me on the 25<sup>th</sup> day of May 2001

\_\_\_\_\_ by KATHRYN N. HUNTER-CALOBEER, Trustee of the Trust Agreement dated 12/30/97.



Laura G. Blewess  
.. Notary Public ..



STATE OF UTAH )

: SS.

COUNTY OF SALT LAKE )

Subscribed and sworn to before me on the 9<sup>th</sup> day of MAY

\_\_\_\_\_ by DANIEL W. HUNTER, Trustee of the Trust Agreement dated 12/30/97.



Kathy Feizer  
.. Notary Public ..

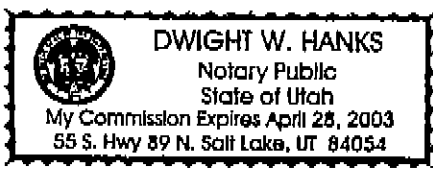
STATE OF UTAH )

: SS.

COUNTY OF DAVIS, )

Subscribed and sworn to before me on the 29 day of May 2001

\_\_\_\_\_ by DAL D. WAYMENT, General Manager of the South Davis County Sewer Improvement District.



Dal D. Wayment  
.. Notary Public ..

Exhibit "A"

Property Owner's Financed Costs

1.	Costs related to the construction of the building sewer from the existing sewer main to the Property Owner's building or buildings and disconnection of septic tank.	\$5,623.48
2.	Impact and Inspection Fees.	\$1,336.00
3.	Document Recording Fees (\$10/1 <sup>st</sup> Pg, \$2/Ea. Add'l Pg)	\$ 18.00
	<b>TOTAL FINANCED COSTS</b>	<b>\$6,977.48</b>

WORK PERFORMED BY:

CP's Plumbing & Heating Inc  
215 North Redwood Road, Unit #1  
North Salt Lake, UT 84054  
801-936-2500