

When Recorded Return To:  
City of St. George  
175 East 200 North  
St. George, UT 84770

DOC # 20080040146

Agreement  
Russell Shirts Washington County Recorder  
10/16/2008 09:16:22 AM Fee \$ 0.00  
By ST GEORGE CITY



TAX ID #: SG-TLP-1-1 THRU 42  
SG-TLP-2-20 THRU 242

SG-TLP-3-1 THRU 4 TWIN LAKES R.V. PARK SEWER IMPROVEMENT AGREEMENT

This Twin Lakes Recreational Vehicle Park Sewer Improvement Agreement (hereinafter referred to as the "Agreement") is entered into this 9 day of October, 2008 between the City of St. George, a municipal corporation of the State of Utah (hereinafter referred to as the "City"), and Twin Lakes Recreational Vehicle Park Owners Association, a homeowners association, located in St. George, Utah, (hereinafter referred to as "Twin Lakes");

### RECITALS

WHEREAS, the existing sanitary sewer system within the Twin Lakes is a private sanitary sewer system; and

WHEREAS, Twin Lakes has asked the City of St. George to take over ownership and maintenance of their existing private sewer system; and

WHEREAS, City requires an owner or owners of an existing private sanitary sewer system to upgrade said system to meet St. George City Standards and Specifications prior to transferring ownership to the City of St. George; and

WHEREAS, the City has agreed to take ownership of the private sanitary sewer system for Twin Lakes in exchange for Twin Lakes commitment to pay for half of the following improvements:

- i. 235 linear feet of 8" diameter PVC sanitary sewer pipe
- ii. 4 each 60-inch diameter reinforced concrete sanitary sewer manholes
- iii. 35 linear feet of existing curb and gutter to be removed and replaced
- iv. 200 linear feet of existing asphalt and roadbase to be removed and replaced. The new asphalt shall be 2.5" thick over 6" of roadbase. The width of the asphalt to be removed and replaced shall be determined by the Contractor depending on the width of the Contractor's trench.
- v. Miscellaneous costs which include: removal and proper disposal of existing sanitary sewer pipe and manholes; removal and replacement of existing concrete waterway; connection of new sewer pipe to existing sanitary sewer drop manhole; and adjustment of existing water valves to match finish grade with a concrete collar.

### AGREEMENT

NOW THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Twin Lakes agree as follows:

1. The Project. The City will install sanitary sewer pipe and reinforced concrete manholes; remove and replace existing asphalt pavement and roadbase; remove and replace existing curb and

gutter; and replace or provide other miscellaneous items. Twin Lakes will pay for one-half of the improvements as outlined herein, shall dedicate the sewer lines to City by using a dedication similar to Exhibit A and dedicate an easement to City similar to Exhibit B. The dedications shall be accepted by City upon completion of the project and payment.

2. Representatives. The representative for the City for this Project will be Kirk Klotz. The representative for Twin Lakes will be William C. Powell.

3. Reimbursement. Twin Lakes agrees to reimburse the City one-half of the actual costs for installation of the following improvements:

- i. 235 linear feet of 8" diameter PVC sanitary sewer pipe.
- ii. 4 each 60-inch diameter reinforced concrete sanitary sewer manholes
- iii. 35 linear feet of existing curb and gutter to be removed and replaced..
- iv. 200 linear feet of existing asphalt and roadbase to be removed and replaced. The new asphalt shall be 2.5" thick over 6" of roadbase. The width of asphalt pavement and roadbase to be removed and replaced shall be determined by the Contractor.
- v. Miscellaneous costs which include: removal and proper disposal of existing sanitary sewer pipe and manholes; removal and replacement of existing concrete waterway; connection of new sewer pipe to existing sanitary sewer drop manhole; and adjustment of existing water valves to match finish grade with a concrete collar.

The cost of Twin Lakes' obligation is \_\_\_\_\_. Payment of the cost of the Twin Lakes' obligation shall be made by Twin Lakes within thirty days from the date of substantial completion of the project as determined by the City of St. George. The City shall provide a copy of the substantial completion letter to Twin Lakes as notification that payment is required within thirty days.

4. Changes to Contract Documents. Changes to the contract documents that increase Twin Lakes' cost participation to install sanitary sewer improvements will not be made without written consent from both parties or their assigns.

5. Failure to Reimburse. Should Twin Lakes fail to reimburse the City as provided herein, or otherwise fail to perform its obligations pursuant to the terms of this agreement, Twin Lakes recognizes the City's right to recover the costs necessary to install the improvements, the interest thereon, and the cost to obtain reimbursement therefore, through foreclosure proceedings on the property. The means of foreclosure shall be consistent with the foreclosure of a trust deed.

6. Agreement to Run with the Land. Any and all of the obligations of Twin Lakes hereunder shall run with the land and shall constitute an encumbrance thereon. The rights duties and obligations herein shall inure to the benefit of and be binding upon heirs, successors-in-interest, assigns, transferees, and subsequent purchasers of the property.

8. Attorney's Fees. If either party commences legal action to enforce or interpret any term of this agreement, the prevailing party shall be entitled to recover from the other party all reasonable

attorney's fees, court costs, and any other costs incurred in connection with such action, whether at trial or on appeal.

9. Severability. If any provision of this agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not be affected thereby, but shall remain in full force and effect.

10. No Waiver of Obligations. Twin Lakes expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Twin Lakes from the obligation to comply with all applicable requirements of the City necessary for approval of any further development of Twin Lakes' property, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City, except as modified, waived or declared in this Agreement.

11. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

12. Notices. All notices required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

City of St. George  
Attn: City Attorney  
175 East 200 North  
St. George, Utah, 84770

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Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

13. Successor Parties. This Agreement shall be binding upon the heirs, assigns, receivers, or successors in interest of parties.

14. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes any prior such agreements. There are no other agreements, written or oral, except as specifically provided herein.

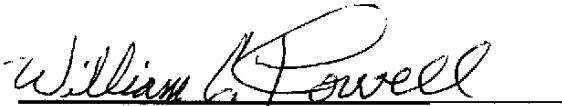
15. Counterparts. This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.

16. Authority of Parties. The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.

17. No Joint Venture. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the Parties.

18. Modification. The terms and conditions of this agreement may be amended or modified only by written agreement of the parties.

TWIN LAKES RECREATIONAL VEHICLE  
PARK OWNERS ASSOCIATION

  
William C. Powell, Association President

CITY OF ST. GEORGE:

  
Daniel D. McArthur, Mayor

Approved as to form:

  
Paula Houston, Deputy City Attorney



Attest:

  
Gay Cragun, City Recorder

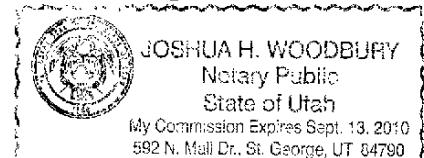
STATE OF UTAH )  
ss.  
WASHINGTON COUNTY )

On the 15<sup>th</sup> day of September, 2008, appeared before me William C. Powell, personally known to me, or evidenced to me, to be the Authorized Agent of Twin Lakes Recreational Vehicle Park Owners Association, a Utah corporation, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for said Association, and that said document was signed on behalf of said company by authority of a resolution of its board of directors, and the Association executed the same.

  
Notary Public

My commission expires: Sept. 13<sup>th</sup> 2010  
Residing at: 592 N. Mall Drive  
St. George UT 84790

STATE OF UTAH )  
ss.  
WASHINGTON COUNTY )



On the 9 day of October, 2008, appeared before me Daniel D. McArthur, Mayor of the City of St. George, who being duly sworn did say that the within and foregoing instrument was

signed by him in behalf of said corporation by authority of its City Council, and said Daniel D. McArthur did acknowledge to me that said corporation executed the same.

Diana M Hamblin  
Notary Public

My commission expires: 3/23/2009  
Residing at: Washington County  
State of Utah

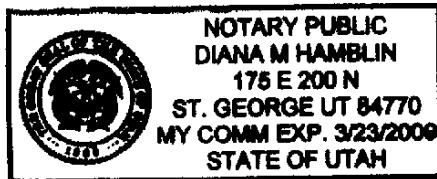


Exhibit A

When Recorded Return To:

City of St. George  
175 East 200 North  
St. George, Utah 84770

Tax ID:

**DEED OF DEDICATION**

That Twin Lakes Recreational Vehicle Park Owners Association, Grantor herein, in consideration of the sum of Ten Dollars and other good and valuable consideration paid to Grantor by the City of St. George, a Utah municipal corporation, Grantee herein, receipt of which is hereby acknowledged, does hereby grant, release, convey and warrant to Grantee, its successors and assigns forever, free and clear of all encumbrances, all its rights, title and interest in and to the following described properties located in the County of Washington, State of Utah:

The manholes and main lines for the sewer system up to the laterals (the laterals are private and not the responsibility of Grantee) located in all common and limited common areas (including private streets) shown on the plats of Twin Lakes R.V. Park Subdivision Phase 1, 2, and 3 (See Exhibit A for details)

TO HAVE AND TO HOLD such property to Grantee, the City of St. George, forever for the uses and purposes normally associated with the transportation of traffic, drainage, utilities and other public purposes.

IN WITNESS WHEREOF, the Grantor has executed this Deed of Dedication this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

GRANTOR: NAME

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF UTAH )  
ss.  
County of Washington )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2008, appeared before me \_\_\_\_\_, personally known to me, or evidenced to me, to be the Authorized Agent of Twin Lakes Recreational Vehicle Park Owners Association, a Utah corporation, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for said Association, and that said document was signed on behalf of said company by authority of a resolution of its board of directors, and the Association executed the same.

\_\_\_\_\_  
\_\_\_\_\_

**ACCEPTANCE OF DEDICATION**

The City of St. George, a municipal corporation of the State of Utah, hereby accepts the above conveyance and dedication, and in consideration thereof agrees that it will utilize and maintain the same for purposes consistent with the above dedication.

CITY OF ST. GEORGE

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Daniel D. McArthur, Mayor

ATTEST:

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City Recorder

Approved as to form:

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Paula Houston  
City of St. George  
Deputy City Attorney

Exhibit B

When Recorded Return To:

City of St. George  
City Attorney's Office  
175 East 200 North  
St. George, Utah 84770

Tax ID:

**PUBLIC UTILITIES AND DRAINAGE EASEMENT**

That in consideration of Ten Dollars and other good and valuable consideration paid to Twin Lakes Recreational Vehicle Park Owners Association, herein referred to as Grantor, by the City of St. George, a Utah municipal corporation, herein referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto Grantee, its successors and assigns, a perpetual easement over, on under and across all common and limited common areas and private roadways in the Twin Lakes R.V. Park Subdivision Phase 1, 2, and 3 for ingress and egress, to use, install, operate, maintain, repair, remove, relocate and replace public utility and drainage facilities, in and along real property owned by Grantor in Washington County, State of Utah, and the easement being more fully described as follows:

See Exhibit A: Plats for Twin Lakes R.V. Park Subdivision, Phase 1, Phase 2, and Phase 3

TO HAVE AND TO HOLD such property to Grantee, the City of St. George, forever for the uses and purposes normally associated with public utilities and drainage.

1. Grantor shall be responsible for repairing, restoring, or replacing landscaping, or other private improvements contained within this subdivision resulting from damage or disruption caused by Grantee in installing, maintaining, repairing or replacing public utilities and drainage.
2. In addition to annual, usual and special assessments for maintenance of common nonpublic improvements contained within this subdivision, Grantor shall levy such assessments as may be necessary from time to time to repair, restore, or replace landscaping, or other private improvements contained within this subdivision resulting from damage or disruption caused by Grantee in installing, maintaining, repairing, or replacing water, sewer, drainage, and power improvements.
3. Grantee shall maintain the perpetual easement in good repair. Grantee does agree to in no way encumber said easement or subject it to the imposition of liens of any type during the term of this easement. Grantor may not install, build, place or cause or allow anything to be installed, built, or placed in the easement. If any improvement is installed, built, or placed within the easement, Grantor bears the risk of loss or damage to those improvements resulting from the exercise of the easement rights and the City is not responsible to repair, replace, maintain, indemnify or reimburse Grantor for any damage or loss. To the extent the easement provides drainage, there is no representation on the part of Grantee that the easement shall have capacity to accommodate all drainage problems that arise.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee its successors and assigns.

IN WITNESS WHEREOF, the Grantors has executed this instrument this \_\_\_\_\_ day of  
\_\_\_\_\_, 2008.

GRANTOR: NAME, LLC

NAME, Title

STATE OF UTAH )  
ss.  
County of \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2007, A.D., personally appeared before me NAME, who being by me duly sworn, did say and acknowledge that he is the Title of NAME, LLC, a Utah limited liability company, and that he executed the foregoing document on behalf of said limited liability company by authority of its Operating Agreement and that he executed the same for the uses and purposes stated herein.

\_\_\_\_\_  
Notary Public

**ACCEPTANCE OF DEDICATION**

The City of St. George, a municipal corporation of the State of Utah, hereby accepts the above conveyance and dedication, and in consideration thereof agrees that it will utilize and maintain the same for purposes consistent with the above dedication.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF ST. GEORGE

\_\_\_\_\_  
Daniel D. McArthur, Mayor

ATTEST:

\_\_\_\_\_  
Gay Cragun, City Recorder

Approved as to form:

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Paula Houston, Deputy City Attorney

