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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
BY: ZJM, DEPUTY - WI 6 P.

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WHEN RECORDED PLEASE RETURN TO:
Karryn Greenleaf
Salt Lake City Dept. Of Public Utilities
1530 South West Temple
Salt Lake City, Utah 84115

RECORDED

SEP 09 2003

SPECIAL COUNTY AGREEMENT – PRIVATE MAINS

CITY RECORDER

CONTRACT NO. ACCOUNT NO. _____ EXTENSION NO. _____

PRIVATE WATER FACILITIES AGREEMENT

THIS PRIVATE WATER FACILITIES AGREEMENT (this "Agreement"), made and entered into this _____, by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter called "City", and Walker Lane Easement Associates, LLC, whose mailing address is c/o Larry Webster, 2 300 South 1070 West, Salt Lake City, UT 84119 , hereinafter called "Owner, "

WITNESSETH:

WHEREAS, the Owner desires to construct and install an 8-inch water pipeline (the "Pipeline") and all functionally related and appurtenant laterals and other pipe, meters, valves and other facilities (such Pipeline and related facilities being referred to herein collectively as the "Facilities") adjacent to Walker Lane, Holladay City, Utah within the utility easement which is the subject matter of the Grant of Easements recorded in the Salt Lake County Recorder's Office as Entry No. 8655968 and Entry No. 8655968, for purposes of serving culinary water to new and existing residential dwellings located adjacent to said easements

WHEREAS, the Owner has represented to the City that the easements acquired by the Owner constitute all necessary easements required to operate the Pipeline to serve such laterals; and

WHEREAS, the Owner desires to obtain reimbursement, from persons connecting to the Pipeline in the future, of a portion of the cost installing the Facilities and acquiring the necessary easements, on terms other than those currently authorized by City ordinance; and

WHEREAS, the Owner desires to operate the Facilities as a private pipeline on the terms and conditions herein set forth; and

WHEREAS, the Owner and the City desire to document their agreement regarding the foregoing,

BK 8881 PG 5524

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Within sixty (60) days from the date hereof the Owner agrees and promises to construct the Facilities, at the sole expense of the Owner. All said construction or work shall be performed in accordance with the plans and specifications approved by the City to meet standards set by the City. In connection therewith, the Owner agrees to use only licensed and bonded contractors for the work, and to obtain all permits and pay all fees, and in every way comply fully and completely with every applicable law and ordinance. The obligation of the City to furnish culinary water service at the above-referenced address shall be conditioned upon full compliance by the Owner with the terms of this Agreement.

2. Upon completion of the Facilities, the Owner agrees to furnish the City with a certified statement of all expenditures made in connection therewith, and in connection with the acquisition of the easements obtained by the Owner and necessary to operate and maintain the Facilities. Such easements, together with all additional easements obtained by the Owner in connection with the Facilities, are referred to herein collectively as the "Easements." The Owner shall also furnish the City with such evidence as shall be reasonably satisfactory to the City (including lien waivers), demonstrating that all costs and expenses incurred for labor and materials in connection with the design, acquisition, construction and installation of the Facilities, and the acquisition of Easements, have been paid in full, and that there are no outstanding liens or encumbrances against the same.

3. The Facilities shall be and remain a private water system. The Owner agrees with respect to the Facilities, for itself and its successors and assigns, as follows: (i) the Owner shall pay all costs and expenses associated with the construction and installation of the Facilities, including without limitation all connection, inspection and other fees charged by the City, (ii) the Owner shall agree to be fully responsible for, and to pay all costs and expenses associated with, the ongoing operation, maintenance, repair and replacement of the Facilities, and to assume all liability associated with ownership, in perpetuity, (iii) all necessary repairs to the Facilities shall be made as soon as reasonably practicable, and in any event commenced not later than ten (10) business days following receipt by the Owner of written notice from the City that repairs are required, (iv), the City may terminate water service in the event timely repairs are not made, (v) the Facilities shall meet all applicable standards of the City for a public main serving the premises, and meet all applicable fire flow requirements, as certified by the Salt Lake County Fire Chief, (vi) the Owner shall provide such reasonable bond or insurance as shall be required by the City for construction of the Facilities, (vii) the City or any other party shall be permitted to connect its water main to the Facilities for the purpose of further extending water service, gridding the system, or any other lawful purpose, as long as such extension does not materially adversely affect the volume or pressure of water delivered to the Owner, (viii) after August 1, 2013, the City may authorize service connections to the Facilities upon payment by the person requesting such connection, to the Owner, of a reasonable pro-rata share of the cost of the Facilities, and in compliance with any and all contracts between the City and the Green Ditch Water Company, it being recognized that prior to that date the Owner shall have the right to allow lateral connections

on said line upon the person obtaining said lateral paying pro rata costs of construction of the line as the Owner shall determine; (ix) this Agreement shall be recorded against the premises of the Owner in the Office of the Salt Lake County Recorder, and shall constitute an obligation running with the land, and (x) all further connections to the Facilities shall be subject to the prior written approval of the City, and in connection therewith (A) the Owner shall cause to be recorded in the Office of the Salt Lake County Recorder, against the property of any person seeking a new connection, a notice of this Agreement, (B) the City shall have received, in a form acceptable to the City, a written acknowledgement from the person seeking the new connection, which acknowledgement shall reference this Agreement, and which acknowledgement shall be subject to recordation by the City in the Office of the Salt Lake County Recorder against the property of the person seeking the new connection, (C) each person seeking a new connection shall enter into a standard water service agreement with the City, as described in paragraph 10 below, and (D) each new connection shall be separately metered, and shall have a shut-off valve installed. The rights and obligations of the parties hereto shall be subject to all applicable provisions of any contracts between the City and the Green Ditch Water Company, as long as members of the Owner enjoys rights under such agreements as a shareholder in said company; provided, however, that both the Owner and the City have read and/or had access to such contracts, and have had discussions with representatives of the Green Ditch Water Company regarding the same, and hereby represent to each other in good faith that neither is presently aware of any conflicts between the provisions of this Agreement and such contracts between the Green Ditch Water Company and the City.

4. The Facilities shall not be placed into service unless and until the Facilities have been inspected and approved by the City.

5 All service connection fees shall be paid for each lot to be served by the Facilities prior to the installation of the Facilities.

6. All service and connections to the Facilities shall be made in compliance with applicable City ordinance and policy. For each such service connection, the Owner will pay all then current City fees and costs for such appropriate service, except to the extent prohibited or modified pursuant to and by the terms of the existing exchange agreement between the City and the Green Ditch Water Company .

7. From the date hereof for each main and service connection:

a. The Owner, its successor or assigns will bear the cost of all excavation, backfill that may become necessary at any time in making connections or maintenance thereof under the terms of this Agreement. The Owner agrees to furnish, at its expense, type K soft copper tubing for all 3/4" and 1" culinary water service pipes. All other service pipes shall be of a type approved by the Public Utilities Department.

b. The Owner will, at its sole expense, change the elevation of all pipelines and facilities if set at improper grades, and reset boxes and manholes as necessary to conform to the finished street grade.

c. The surface elevation of all water meter boxes and contents shall be to city standards and must be established at the construction site by the Owner. In the event the elevation of the water meter box and contents need to be changed to meet final grade, the Owner shall bear the cost of any such changes.

d. The City shall at all times herein mentioned, maintain and service, at its own expense, all water meters except for damage caused by the Owner, its agents or employees.

e. Prior to any water service thereto, the Owner will pay the full price charged by the City for meters for and making culinary water connections in the said development.

f. At the time herein provided, the Owner shall grant to the City all easements necessary to support such connection consistent with the terms and conditions of this Agreement, including easements necessary to read the meter.

8. In the event that any service is required hereunder at an elevation above the existing water supply conduits of the City and in the opinion of the City's Director of Public Utilities such service cannot be provided without the installation of additional supply mains, pumping plants, reservoirs or other facilities, the parties agree to enter into a separate agreement for the installation and use of such facilities.

9. The furnishing of culinary water from the Facilities in the development will be subject to each Member of Owner with a service connection to the Pipeline, executing the City's standard water sales agreement; provided that the terms of such water sales agreement shall not contravene the provisions of the existing exchange agreement between the City and the Green Ditch Water Company, and amendments thereto presently in effect. The City agrees that upon the Owner's completion of the various installations and execution by said owners of said water sale agreement, the City will furnish culinary water in said development at applicable water rates for surplus or City water at such rates in conformance with the terms and conditions of the agreement between the City and the Green Ditch Water Company and amendments thereto presently in effect, and to the extent and at such pressure as in conformance with the terms and conditions of the agreement between the City and the Green Ditch Water Company and amendments thereto presently in effect.

10. The Owner agrees to protect, indemnify, save harmless and defend the City, its agents and employees from and against all claims, demands, judgments, expenses and all other damages and injury of every kind and nature made, rendered or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to this project by the Owner, the Owner's agents, employees, subcontractors or suppliers in the construction, installation, maintenance or use of said water mains, laterals and other related facilities as herein contemplated.

11. The fire hydrants installed in connection with this development shall remain the property and the maintenance and responsibility of the Owner, unless and until Salt Lake County

accepts the responsibility for maintenance of fire hydrants connected to said watermains within said development.

12. This Agreement is not voluntarily or involuntarily assignable by either party without the prior written consent of the other which consent shall not be unreasonably withheld or delayed.

13. This Agreement shall be governed by the laws of the State of Utah and enforced only in the federal or state district courts in Salt Lake City, Utah.

14. Ethical Standards. The Owner represents that it has not (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective as of the day and year first above written.



RECORDED

SEP 09 2003

SALT LAKE CITY CORPORATION

CITY RECORDER

LeRoy W. Horton
PUBLIC UTILITIES DIRECTOR

ATTEST AND COUNTERSIGN:
Christina Meeker
CHIEF DEPUTY CITY RECORDER

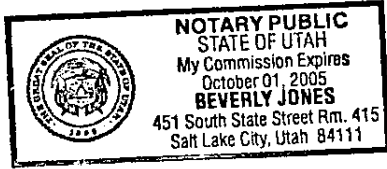
APPROVED AS TO FORM
Salt Lake City Attorney's Office

Date *9/8/03*
By *[Signature]*

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 9 day of September, 2003 personally appeared before LeRoy Horton and Chris Meeker, who being by me duly sworn, did say that they are the Director of the Salt Lake City Department of Public Utilities, and the Chief

Deputy City Recorder of Salt Lake City Corporation, respectively, and said persons acknowledged to me that said corporation executed the same.



Beverly Jones
NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

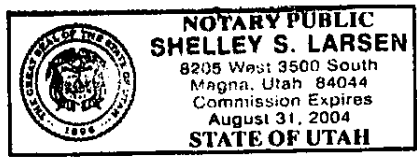
10-1-05

WALKER LANE EASEMENT ASSOCIATES,
LLC

Larry B. Webster
By: Larry B. Webster, Manager

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

On the 10 day of August, 2003, personally appeared before me Larry B. Webster, who signed the foregoing instrument, and he/she/they acknowledged to me that he/she/they is the Manager of Walker Lane Easement Associates, LLC, a Utah limited liability company, and that he/she/they executed the same on behalf of said limited liability company by authority of a resolution of the members or pursuant to its Operating Agreement.



[Signature]
NOTARY PUBLIC

22-15-104