



**AGREEMENT
 FOR
 OFF-ROAD PUBLIC WASTEWATER LINES**

This AGREEMENT is made and entered into this _____ day of _____, 20____, by and between _____, a(n) _____ (“DEVELOPER”) and SNYDERVILLE BASIN WATER RECLAMATION DISTRICT, a local district of the State of Utah, (“SBWRD”) for _____ located at _____, hereinafter referred to as “Project.”

This Agreement is entered with reference to the following facts:

The DEVELOPER is the owner and developer of a(n) _____ Situated in Summit County, Utah (“PROJECT”).

The SBWRD has agreed to provide wastewater service to the PROJECT in accordance with the provisions of a Line Extension Agreement between SBWRD and DEVELOPER dated _____, 20____. This Agreement does not modify or abrogate the terms of the existing Line Extension Agreement between the parties.

Due to the configuration of the development and the surrounding topography, and as proposed by the DEVELOPER and approved by the SBWRD, the Public Wastewater Line from _____ (the OFF-ROAD LINES) will not be located in a public or private street, road or right-of-way.

Accordingly, the parties desire to set forth their respective responsibilities with respect to the installation, operation and maintenance of the OFF-ROAD LINES.

AGREEMENT:

NOW, THEREFORE, in consideration of the service provided by SBWRD and contributions of facilities by DEVELOPER to SBWRD, which are hereby acknowledged by the parties to be adequate to support this Agreement, and the mutual covenants and promises contained herein, and whereas, SBWRD, having an established policy governing the acceptance of Off-Road Public Wastewater Lines, is willing to accept ownership and maintenance responsibilities of the OFF-ROAD LINES in accordance with the terms of said policy which, by this reference, is made a part hereof, and as hereinafter provided the parties hereto agree as follows:

1. Acceptance and Maintenance. SBWRD agrees to accept and begin maintaining the OFF-ROAD LINES constructed under the aforementioned Line Extension Agreement when the project has received Final Project Approval as defined in the SBWRD’s “Development Procedures, Design Standards

and Construction Specifications”, latest edition (SBWRD Standards)

2. Maintenance Fee. DEVELOPER has made a cash deposit with the SBWRD in the amount of \$ _____ (this represents an amount of \$1.00 per foot of OFF-ROAD LINES with a minimum amount of \$2,500).

3. Access. DEVELOPER has provided SBWRD access to OFF-ROAD LINES by way of an easement, which may include a permanent easement for the OFF-ROAD LINES and an access easement for access to the permanent easement, for purposes of routine or emergency wastewater line maintenance or repair. The route and grade of the OFF-ROAD LINES corridor or access easement corridor shall be such that service vehicles can reasonably access the wastewater lines for routine or emergency wastewater line maintenance or repair purposes.

4. Revegetation and Erosion Protection. DEVELOPER agrees to revegetate the OFF-ROAD LINES corridor with an approved assortment of grasses and shrubbery and agrees to provide and maintain adequate erosion protection measures along said corridors. Construction operations and revegetation shall meet Summit County requirements for control of noxious weeds. No trees or deep-rooting shrubs will be allowed within the easement area. DEVELOPER agrees to be responsible for revegetation and erosion protection measures and for maintenance of such revegetation and erosion protection measures of OFF-ROAD LINES corridor for a period of two-years following acceptance of the OFF-ROAD LINES by the SBWRD. In the event of a failure of any revegetation or erosion protection measures or if noxious weeds appear on all or part of the OFF-ROAD LINES corridor during the two-year period, DEVELOPER shall promptly repair or replace the revegetation or erosion protection in the failed area and appropriately remove the noxious weeds. DEVELOPER further agrees to hold SBWRD harmless should a failure of the revegetation or erosion protection measures occur or if noxious weeds appear in the OFF-ROAD LINES corridor during the two-year period.

5. Indemnity. DEVELOPER agrees to indemnify and hold the SBWRD harmless from all liability, responsibility and costs arising from or relating to stoppages and/or overflows in the OFF-ROAD LINES and for which the SBWRD is unable to respond due to impaired physical access or other limited access. Developer, for itself, its successors and assigns, waives all claims against SBWRD for damages resulting from said back-up, flooding, or stoppage within the OFF-ROAD LINES.

6. Compliance With Law. DEVELOPER shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.

7. Notice. All notices required or desired to be given hereunder shall be in writing and shall be deemed to have been given on the date of personal service upon the party for who intended or if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the parties at the following addresses:

Name: Snyderville Basin Water Reclamation District
Address: 2800 Homestead Road
Park City, Utah 84098

Name: _____

Address: _____

Any party may change its address for notice under this Agreement by giving written notice to the other party in accordance with the provisions of this paragraph.

8. This agreement shall be binding upon and inure to the benefit of the successors, heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.

9. This Agreement constitutes the entire understanding and agreement between the parties, and supersedes any previous agreement, representation, or understanding between the parties relating to the subject matter hereof.

10. The provisions of this Agreement are not severable, and should any provision hereof be deemed void, unenforceable or invalid, such provision shall effect the remainder of this Agreement, and shall provide grounds for dissolution of the Agreement at the option of the parties in the exclusive discretion of each of them.

11. Any waiver by any party hereto of any breach of any kind or character what so ever by the other party, whether such waiver is direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.

12. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

13. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.

14. In the event of default on the part of any party to this Agreement, that party shall be liable for all costs and expenses incurred by the other parties in enforcing the provisions of this Agreement, whether or not legal action is instituted.

15. Time of Essence. Time is expressly made of the essence with respect to the performance of each and every obligation hereunder.

16. Cooperation. The parties shall cooperate together, take such additional actions, sign such additional documentation and provide such additional information as reasonably necessary to accomplish the objectives set forth herein.

17. Knowledge. The parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice.

18. No Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

By: _____

Its: _____

ATTEST:

Clerk

DEVELOPER:

By: _____

Address: _____

STATE OF UTAH)

: ss.

COUNTY OF SUMMIT)

On this _____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that he/she is the signer of the within instrument, and that the within and foregoing Agreement for Off-Road Public Wastewater Lines was signed on behalf of _____, with actual and requisite authority, and said signer acknowledged to me that he/she executed the same.

S
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Notary Public