



**LINE EXTENSION AGREEMENT  
 FOR  
 PUBLIC WASTEWATER SYSTEM**

This AGREEMENT is made and entered into by and between \_\_\_\_\_  
 \_\_\_\_\_, a(n) \_\_\_\_\_  
 (“DEVELOPER”) and SNYDERVILLE BASIN WATER RECLAMATION DISTRICT, a local  
 district of the State of Utah, (“SBWRD”)

**This Agreement is made with reference to the following facts:**

DEVELOPER is the owner and developer of \_\_\_\_\_  
 \_\_\_\_\_, located at \_\_\_\_\_  
 \_\_\_\_\_, in Summit County, Utah (“PROJECT”) and is hereby applying to  
 SBWRD for wastewater service.

SBWRD has certain requirements for development approval and construction of  
 wastewater facilities in the SBWRD service area which are contained in “Development  
 Procedures, Design Standards, and Construction Specifications for Wastewater Facilities in the  
 Snyderville Basin Water Reclamation District” (SBWRD Standards). The SBWRD Standards  
 are hereby incorporated and made a part of this Agreement by reference.

SBWRD requires approval of an agreement by the SBWRD Board of Trustees for  
 Developers to begin the design and construction process of new wastewater facilities intended to  
 become part of the Public Wastewater System owned and operated by SBWRD, modifications to  
 the existing Public Wastewater System, or certain Private Wastewater Systems proposed to  
 connect to the Public Wastewater System.

When this Agreement is accepted by the SBWRD Board of Trustees, the following terms  
 and conditions shall apply to planning, design, and construction of the Public Wastewater  
 System extension or modification, payment of fees and other costs, and acceptance of the  
 extension or modification for ownership and maintenance by SBWRD.

**AGREEMENT**

NOW, THEREFORE, in consideration of the services to be provided 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, the parties hereto agree as follows:

- 1. Definitions:** The terms used in this Agreement are defined in the definition of terms  
 contained in the SBWRD Standards.

**2. Contact Information.**

- a. Developer Information:  
 Company: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
                   City: \_\_\_\_\_ State: \_\_\_\_\_  
                   Zip Code: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ email: \_\_\_\_\_
- b. Project Manager Information:  
 Company: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
                   City: \_\_\_\_\_ State: \_\_\_\_\_  
                   Zip Code: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ email: \_\_\_\_\_  
           ( ) Buyer ( ) Agent ( ) Engineer ( ) Other: \_\_\_\_\_

**3. Project Information**

- a. Project Name: \_\_\_\_\_  
 b. Type of Project:  
   ( ) Single Family Residential Subdivision ( ) Planned Unit Development  
   ( ) Condominium ( ) Comm./Ind. Subdivision  
   ( ) Residence ( ) Other: \_\_\_\_\_  
 c. Legal Description of Property Being Developed: (Attach copy of Description)  
 d. Projected Construction Start Date: \_\_\_\_\_  
 e. Residential Wastewater Discharge:

Estimated Residential Equivalents (REs):  
 (Provide attachment if necessary)

	<u>Number</u>	<u>Estimated REs/Lot or Unit</u>	<u>Total REs</u>
Single Family Residential Lots	_____	_____	_____
Multi-family Residential Units	_____	_____	_____
Commercial/Industrial (sq. ft.)	_____	_____	_____
Other: _____	_____	_____	_____
	TOTAL REs		_____

- f. Is any portion of this project within a contaminated soils or soils ordinance area?  
 No            Yes (provide documentation and a brief description)
- g. Is any portion of this project within a water source protection zone?  
 No            Yes (provide documentation and a brief description)

h. Nonresidential Wastewater Discharge: (If applicable)

Estimated Nonresidential Wastewater Quantity and Strength

Average Daily Flow Rate (gpm) \_\_\_\_\_  
Total Suspended Solids (TSS) in mg/l \_\_\_\_\_  
Biochemical Oxygen Demand (BOD) in mg/l \_\_\_\_\_

**4. Term of Agreement**

This Agreement shall remain in full force and effect until the expiration of the Warranty Period as defined in paragraph 16, unless terminated by SBWRD as provided herein. SBWRD may take any of the following actions relative to this Agreement depending on the progress of the PROJECT:

- 1) If the PROJECT has not received Final Design Approval by SBWRD within 1 year of the date of this Agreement, this Agreement shall expire, unless a Plat for the subdivided lots or properties served by the PROJECT has been signed by SBWRD or recorded. SBWRD will provide written notice to DEVELOPER of the expiration of the Agreement. If DEVELOPER wishes to pursue construction of the Public Wastewater System extension or modification required for the PROJECT after expiration of this Agreement, a new Line Extension Agreement with SBWRD and payment of additional Engineering Services Fees, as discussed in paragraph 10, will be required.
- 2) If the PROJECT has received Final Design Approval but construction of the Public Wastewater System extension or modification covered by this Agreement has not begun within 1 year of the date of Final Design Approval, this Agreement and Final Design Approval shall expire, unless a Plat for the subdivided lots or properties served by the PROJECT has been signed by SBWRD or recorded. SBWRD will provide written notice to DEVELOPER of the expiration of the Agreement and Final Design Approval. If DEVELOPER wishes to pursue construction of the Public Wastewater System extension or modification required for the PROJECT after expiration of this Agreement, a new Line Extension Agreement with SBWRD, a new Final Design Approval based on the SBWRD Standards in effect at that time, and payment of additional Engineering Services Fees, as discussed in paragraph 10, will be required.
- 3) If construction of the Public Wastewater System extension or modification has begun but has not yet received Final Project Approval from SBWRD within 1 year of the date of Final Design Approval, SBWRD may, in its sole discretion, exercise its rights under the Improvement Completion Agreement. The Improvement Completion Agreement is hereby incorporated and made a part of this Line Extension Agreement by reference.
- 4) If a Plat for the subdivided lots or properties served by the PROJECT has been signed by SBWRD or recorded, this Agreement shall not be expired but will remain in effect until the requirements of this Agreement are met. An Improvement Completion Agreement, as discussed in paragraph 11, will be required prior to approval of a Plat by SBWRD.

## **5. Installation of Required Improvements at DEVELOPER's Cost**

- a. DEVELOPER acknowledges that extension or modification of the Public Wastewater System and extending Private Lateral Wastewater Lines to each lot or unit within the PROJECT is necessary to provide wastewater service to the PROJECT.
- b. The cost of designing and constructing the extension or modification of the Public Wastewater System covered by this Agreement and extending Private Lateral Wastewater Lines to each lot or unit within the PROJECT according to the SBWRD Standards shall be borne solely by DEVELOPER because the PROJECT benefits the DEVELOPER's property.
- c. DEVELOPER shall provide necessary "wyes" in the Public Wastewater Lines for each lot or unit to be serviced under this Agreement and shall extend Private Lateral Wastewater Line stubs to each lot or unit in accordance with the SBWRD Standards.
- d. The cost of extending the Private Lateral Wastewater Line from the end of the lateral stub, installed with the main line, to the building or unit shall be the responsibility of the homeowner or building owner. SBWRD shall not be responsible for this cost. Such work shall conform to the SBWRD Standards.
- e. Before actual connection of each building or unit to the Public Wastewater System and before a building permit will be approved, the owner or owner's authorized representative thereof shall follow the SBWRD procedures for submittal and approval of such connection and pay in full the SBWRD Administration and Impact Fees, at the rate in effect at the time SBWRD authorizes this connection.
- f. SBWRD shall not be responsible for ownership, maintenance or repair of Private Lateral Wastewater Lines or the connection of said Private Lateral Wastewater Line to the Public Wastewater System.

## **6. Compliance with Standards**

DEVELOPER agrees to comply with all procedures and requirements of SBWRD for the design and construction of the extension or modification of the Public Wastewater System and associated Private Wastewater Infrastructure described in this Agreement as contained in the SBWRD Standards.

## **7. Engineering Services**

- a. DEVELOPER shall contract with or retain a qualified Project Engineer for the purpose of providing engineering services for the design and construction of the extension or modification of the Public Wastewater System covered by this Agreement. The Project Engineer shall be a Licensed Professional Engineer in the State of Utah.
- b. DEVELOPER and DEVELOPER's Project Engineer shall meet all planning, design, construction, and approval requirements as contained in the SBWRD Standards.
- c. Inspection of the extension or modification of the Public Wastewater System covered by this Agreement will be performed by SBWRD to ensure compliance with the SBWRD Standards.

## 8. Wastewater Service Availability and System Capacity

- a. Notwithstanding any other terms of this and any other document of SBWRD, the obligation of SBWRD to provide wastewater service pursuant to this Agreement shall be limited to existing and available wastewater system capacity. SBWRD shall have the ability to deny wastewater service if connection to the system will cause an increase in costs of service, affect SBWRD compliance with any governmental regulations or permits, or otherwise prove detrimental to the public interest and SBWRD.
- b. Any user or proposed user whose source or sources of water results in the physical, biological, or chemical alteration of the receiving waters of the SBWRD water reclamation facilities or otherwise increases treatment, service, or other costs shall either be denied connection or shall be required to pay its pro rata share of the costs created by its use of these water sources. These determinations and calculations shall be in the sole discretion of SBWRD.
- c. The obligation of SBWRD to provide wastewater service pursuant to this Agreement is contingent upon DEVELOPER obtaining Final Design Approval and Final Project Approval for the PROJECT from SBWRD according to the SBWRD Standards and the payment of the applicable Impact Fees and other fees or costs applicable to the PROJECT. Wastewater service will not be committed by SBWRD until SBWRD receives full payment of all required fees including Impact Fees.
- d. Upon submission of the preliminary wastewater system design by DEVELOPER, SBWRD shall review the capacity of the existing Public Wastewater System.
  - 1) Should SBWRD determine, upon review of the capacity and other demands of the existing Public Wastewater System and the anticipated impact of the wastewater quantity or quality contemplated by this Agreement, that the existing Public Wastewater System downstream of the connection of the PROJECT should be modified to increase capacity or otherwise to allow for the additional wastewater load of, or to alleviate other problems created by the PROJECT, the design of any additional Public Wastewater System improvements (new or upgraded) may be included as part of the PROJECT.
  - 2) DEVELOPER's financial and other responsibilities for modifying the existing Public Wastewater System pursuant to this provision shall be determined by SBWRD in its sole discretion.
  - 3) Any modified Public Wastewater System design determined to be DEVELOPER's responsibility by SBWRD shall be designed by DEVELOPER's Project Engineer and submitted for Final Design Approval to SBWRD.
  - 4) DEVELOPER agrees to pay for all reasonable costs attendant to modifying the existing Public Wastewater System to incorporate PROJECT. Said costs shall include but are not limited to design and construction of the modified Public Wastewater System.
- e. If SBWRD finds in the course of its planning for the overall SBWRD service area that the extensions or modifications to the Public Wastewater System covered by this Agreement should be modified in design or increased in capacity to allow for its use in servicing future projects, the design changes to the proposed Public Wastewater System improvements shall be part of DEVELOPER's design and construction responsibility. The method of payment for reimbursement of the increased costs of such design and construction shall be as specified in paragraph 9 of this Agreement. All such

reimbursable costs shall be approved by SBWRD.

## 9. Reimbursable Costs

a. During planning and design of the extension or modification of the Public Wastewater System covered by this Agreement, SBWRD will evaluate the need for a modification in design or increase in capacity in said extension or modification to allow for its use in providing wastewater service to future projects. If SBWRD determines that a modification in design or increase in capacity is needed, DEVELOPER shall initially pay the full cost for the design and construction of these modifications and SBWRD shall reimburse DEVELOPER for the required modifications according to the procedures contained in this paragraph 9.

b. DEVELOPER shall submit for review and approval by SBWRD, documentation in a form acceptable to SBWRD of estimated reimbursable costs prior to Final Design Approval. The actual amount of reimbursable costs to be paid to DEVELOPER and the payment schedule thereof shall be determined and agreed upon in writing between SBWRD and DEVELOPER prior to Final Design Approval.

c. Any sums to be reimbursed to DEVELOPER shall be paid by SBWRD to DEVELOPER following construction and Final Project Approval of the PROJECT and after payment by DEVELOPER of any and all fees or costs due to SBWRD as a result of the terms of this Agreement.

## 10. Payment of SBWRD Engineering Fees

a. At the time this Agreement was submitted, DEVELOPER deposited with SBWRD a **non-refundable \$100 LEA Application Fee** for the PROJECT for processing of this Agreement.

b. DEVELOPER acknowledges that SBWRD will incur expenses relating to planning, design review and construction inspection of extensions or modifications of the Public Wastewater System necessary to provide wastewater service to the PROJECT. DEVELOPER agrees to pay SBWRD an **Engineering Services Fee equal to six percent (6%) of the estimated construction cost** of said extensions or modifications to compensate SBWRD for the expenses incurred.

c. The estimated construction cost shall be determined by SBWRD after reviewing an estimate of construction costs prepared by the DEVELOPER's Project Engineer.

d. At the time this Agreement was submitted, DEVELOPER deposited with SBWRD a **non-refundable Engineering Services Fee prepayment of \$750.00**. The Engineering Services Fee prepayment paid by DEVELOPER shall be applied as a credit toward DEVELOPER's total Engineering Services Fee for the PROJECT.

e. Payment of the remaining portion of the Engineering Services Fee shall be made prior to Plat Approval or Final Design Approval by SBWRD.

f. Nothing in this Agreement shall preclude SBWRD from seeking additional Engineering Services Fees in the event the total estimated construction cost is deficient or in the event of changing circumstances.

g. If additional Engineering Services Fees are required, DEVELOPER agrees to pay the amount that becomes due and payable to SBWRD from DEVELOPER under the terms of this Agreement within 30 days following the first billing of such amount. In the

event payment is not made within this time period, DEVELOPER agrees to pay SBWRD interest on the unpaid balance at the rate of 1.5 percent per month from the date of the first billing until the entire balance is paid in full.

h. If DEVELOPER defaults on or fails to comply with any condition of this Agreement, DEVELOPER agrees to pay all costs of enforcing the terms of this Agreement and all costs of remedying such default or noncompliance SBWRD may incur, including reasonable attorney fees and associated costs. SBWRD reserves the right to certify delinquent fees to the Summit County Treasurer for collection as a property tax or to utilize such other collection method or methods selected by SBWRD.

i. Applicant agrees to pay all fees or costs incurred by SBWRD that arise from the terms of this Agreement prior to Plat approval, Final Design Approval or Final Project Approval by SBWRD. If such payments are not made by DEVELOPER, SBWRD shall not be obligated to provide these approvals or take further action with respect to the PROJECT.

## 11. Improvement Completion Agreement

a. DEVELOPER agrees to establish with SBWRD a properly executed Improvement Completion Agreement (I.C. Agreement) to ensure and guarantee the completion of the extension or modification of the Public Wastewater System, warranty of the work as required by this Agreement and payment to SBWRD of all amounts due including but not limited to construction costs, engineering fees, inspection fees, administrative fees, and legal fees and costs which may be experienced by SBWRD under the terms of this Agreement.

b. DEVELOPER shall establish the I. C. Agreement prior to the earliest occurrence of one of the following:

- 1) Final Project Approval by SBWRD.
- 2) Substantial Completion Approval by SBWRD
- 3) Plat Approval or Site Plan Approval by SBWRD if DEVELOPER requests approval of the PROJECT dedication plat or site plan prior to the receipt of Final Project Approval and an extension or modification of the Public Wastewater System is required to provide wastewater service to the PROJECT.
- 4) Acceptance by SBWRD of Impact Fees for any building or facility located in the PROJECT if DEVELOPER or another builder requests a Building Permit from Park City Municipal Corporation or Summit County prior to the receipt of Final Project Approval.
- 5) Final Design Approval if the extension or modification to the Public Wastewater System covered by this Agreement will impact the ability of SBWRD to provide wastewater service to existing system users, as determined by SBWRD in its sole discretion.

c. The initial I. C. Agreement amount shall be established based on the estimated construction cost of the extensions or modifications of the Public Wastewater System required for the PROJECT. The estimated construction cost shall be determined prior to Final Design Approval by SBWRD after reviewing an estimate of construction costs prepared by the DEVELOPER's Project Engineer.

d. The amount of the **I. C. Agreement shall be 100 percent (100%) of the estimated construction cost** as determined by SBWRD. If the I.C. Agreement is

established after construction of the extensions or modification of the Public Wastewater System has begun, the amount of the I.C. Agreement established at that time will be based on the percent of work completed as defined in the I.C. Agreement. However, the release of funds from the I.C. Agreement will be based on the full I.C. Agreement Amount (100% of the total estimated construction cost).

e. Release of funds from the I. C. Agreement to DEVELOPER shall be made in accordance with the provisions of the I. C. Agreement.

f. SBWRD will retain 10 percent of the estimated construction costs as determined by SBWRD during the Warranty Period as defined in the SBWRD Standards. Said retained amount shall constitute a contingency fund if the facilities are unacceptable in accordance with the SBWRD Standards.

## **12. Easements**

a. DEVELOPER shall provide necessary wastewater system easements prior to Final Design Approval, granting to SBWRD the full right to construct, operate, maintain, repair, replace, augment and/or remove and replace the extension or modification of the Public Wastewater System covered by this Agreement.

b. DEVELOPER shall be responsible for securing and purchasing appropriate wastewater system easements and rights-of-way from third parties at no cost to SBWRD if any part of the extensions or modifications of the Public Wastewater System covered by this Agreement are to be located on land belonging to third parties.

c. Easements or rights-of-way shall be granted to SBWRD on the SBWRD standard Grant of Easement form.

## **13. Violations**

a. Should DEVELOPER construct any portion of the extension or modification of the Public Wastewater System covered by this Agreement without first obtaining Final Design Approval by SBWRD, as evidenced by Approved Construction Drawings stamped and signed by SBWRD, or without inspection by SBWRD, DEVELOPER shall be required, and hereby agrees, at its sole expense, to excavate and remove all portions of the work of extension or modification in violation.

b. DEVELOPER agrees that upon connection of the extension or modification of the Public Wastewater System covered by this Agreement to the existing Public Wastewater System, a watertight plug shall be installed and maintained between the two systems by DEVELOPER. This plug shall remain in place until DEVELOPER is notified by SBWRD that the plug may be removed. DEVELOPER shall be responsible for removal of the plug and a SBWRD representative shall be present for plug removal.

c. If DEVELOPER fails to comply with the provisions of this paragraph 13, DEVELOPER agrees to repair and pay for all damages to the existing Public Wastewater System and/or the cleaning of the downstream wastewater collection system. In addition, DEVELOPER shall pay \$250.00 per day to SBWRD for each occurrence in which DEVELOPER is found to be in violation of said condition.

#### **14. Substantial Completion**

- a. Substantial Completion Approval by SBWRD will be granted only when there is a need to issue an Authorization to Use for a building or facility in the area of the PROJECT prior to Final Project Approval and the District Engineer finds that the requested use is not inconsistent with public health and safety.
- b. DEVELOPER shall follow the procedures and complete all items required and meet all standards for Substantial Completion Approval as contained in the SBWRD Standards. SBWRD shall have no obligation to grant Substantial Completion Approval if all requirements have not been completed.
- c. Substantial Completion Approval granted by SBWRD is only an accommodation to DEVELOPER and shall not relieve DEVELOPER of any project completion responsibility or other responsibility pursuant to this Agreement or the I. C. Agreement.
- d. Until the Public Wastewater System is accepted by SBWRD, DEVELOPER shall retain ownership of the extension or modification of the Public Wastewater System covered by this Agreement which receives Substantial Completion Approval and shall remain solely responsible for all necessary maintenance, repairs, and replacement prior to Final Project Approval.
- e. Prior to Substantial Completion Approval the entire Public Wastewater System located downstream of the PROJECT must have received Final Project Approval by SBWRD.

#### **15. Final Project Approval**

- a. Upon Final Project Approval, SBWRD shall accept dedication of and responsibility for the maintenance of the extension or modification of the Public Wastewater System covered by this Agreement. DEVELOPER shall remain responsible for warranty items as defined in paragraph 16.
- b. SBWRD shall have no obligation to grant Final Project Approval for the PROJECT if the proposed extension or modification of the Public Wastewater System covered by this Agreement does not meet the requirements of the SBWRD Standards or if all applicable fees have not been paid in full.
- c. Prior to Final Project Approval the entire Public Wastewater System located downstream of the PROJECT must have received Final Project Approval by SBWRD.

#### **16. Warranty of Improvements**

- a. DEVELOPER agrees that upon Final Project Approval by SBWRD of the extension or modification of the Public Wastewater System covered by this Agreement and in accordance with the I. C. Agreement, DEVELOPER shall remain responsible to correct all problems due to defects in material and workmanship and incorrect information on the Record Drawings during the Warranty Period as defined in the SBWRD Standards.
- b. Upon expiration of the Warranty Period and after acceptance of any warranty work, SBWRD shall accept full responsibility for the extension or modification of the Public Wastewater System covered by this Agreement.

## 17. Transfer of Title

- a. Upon receipt of Final Project Approval by SBWRD for the extension or modification of the Public Wastewater System covered by this Agreement, DEVELOPER transfers, conveys, and warrants to SBWRD all rights, title, and interest in the new facilities, free and clear of encumbrances, and warrants that the facilities transferred have been constructed in accordance with the requirements, rules, and regulations of SBWRD.
- b. Upon Final Project Approval, SBWRD shall thereafter be the owner thereof and shall maintain the same.
- c. The Transfer of Title does not include any Private Lateral Wastewater Line stubs installed as part of the PROJECT. These stubs shall become part of the Private Lateral Wastewater Line serving the lots or units of the PROJECT and shall be owned, operated and maintained by the owner of the lot or unit.

## 18. Indemnification

- a. DEVELOPER agrees to indemnify, defend, and otherwise hold SBWRD, its employees, officers, independent contractors, and agents harmless from all claims resulting from the design, construction, and operation of the extension or modification of the Public Wastewater System covered by this Agreement that are approximately caused by the acts or omissions of DEVELOPER or others under DEVELOPER's control and supervision prior to Final Project Approval by SBWRD.
- b. DEVELOPER and the DEVELOPER's Contractor shall be responsible for full compliance with the applicable excavation, trenching, and worker safety regulations of the U.S. Department of Labor Occupational Safety and Health Administration as administered by the Utah Occupational Safety and Health Division.
- c. DEVELOPER and the DEVELOPER'S CONTRACTOR shall assume full responsibility for all confined space requirements in US Department of Labor, OSHA Regulation 29 CFR Subpart AA, Confined Space in Construction, during construction of the line extension. DEVELOPER and the DEVELOPER'S CONTRACTOR are hereby informed that all gravity sewer lines and manholes, low pressure sewer valve vaults and flushing manholes and junction manholes, sewer force main valve vaults, wastewater pump station wet wells and other similar structures and features on the District's wastewater collection system and treatment facilities qualify as confined spaces according to the Federal Regulation. Entering confined spaces without following the requirements of the Confined Spaces in Construction regulations is prohibited. If entry into an existing confined space is necessary to connect to the existing wastewater system, the DEVELOPER'S CONTRACTOR will be required to execute the *Notice of Acknowledgement of Confined Space Requirements and Waiver of Claims* contained in the SBWRD Standards and will be provided with a copy of OSHA Regulation 29 CFR Subpart AA. By executing this document, the DEVELOPER'S CONTRACTOR will confirm that they will abide by the safety requirements relating to entry into confined spaces as contained in US Department of Labor, OSHA Regulation 29 CFR Subpart AA, Confined Space in Construction. Confined Space requirements will be discussed during the preconstruction meeting.

**19. Insurance**

- a. DEVELOPER or the DEVELOPER’s Contractor shall obtain and maintain in full force and effect throughout the construction period of the PROJECT comprehensive general public liability and property damage insurance at the rate of \$1,000,000 each occurrence and \$2,000,000 aggregate from an insurance company authorized to issue insurance in the State of Utah.
- b. The liability and property damage insurance shall include SBWRD as an additional named insured.
- c. DEVELOPER or the DEVELOPER’s Contractor shall have on file with SBWRD a certificate from the insurance company evidencing that DEVELOPER has complied with the insurance requirements stated herein.

**20. Property Ownership and Corporate Resolutions**

- a. DEVELOPER hereby verifies and warrants it is the legal owner, or is legally authorized to represent the owner of the area of the PROJECT to be served under this Agreement.
- b. DEVELOPER hereby warrants that it has permission to enter upon the property of third parties in order to design, construct, inspect, or otherwise ensure access to the facilities governed by this Agreement and grants permission to SBWRD and its agents to enter upon that property and the property of DEVELOPER covered by this Agreement.
- c. DEVELOPER hereby warrants that it has the authority to execute all agreements required under the terms of this Agreement

**21. Choice of Law**

This agreement and the obligations of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Utah.

**22. Integration**

The terms and conditions of this agreement shall constitute the full and complete agreement by and between these parties and shall supersede all prior oral or written agreements, representations, or discussions of the parties and shall be binding upon their heirs, successors, administrators, and assigns.

**23. Severability**

This agreement is to be considered severable. Should any portion or section of this Agreement be declared invalid or unenforceable, such declaration shall have no effect upon the remaining portions or sections, which shall remain valid and enforceable.

**24. Certification**

By signing this Agreement DEVELOPER certifies that he/she has personally examined and is familiar with the terms and conditions of this Agreement and the submitted information is true, accurate, and complete.

**25. Owner of Record Acknowledgment**

The owner of record of the property where the PROJECT is located acknowledges awareness of and consents to the development of this property. (Attach Preliminary Title Report for property indicating ownership)

\_\_\_\_\_  
Owner of Record

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**26. Owner of Record Acknowledgment for Third Party Easements**

The owner of record of property where third party easements will be required for the PROJECT, as described in paragraph 12, acknowledges awareness of the PROJECT. (Attach Preliminary Title Report for property indicating ownership)

\_\_\_\_\_  
Third Party Easement Owner of Record

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

