

11/6/15

SEWER SERVICE AGREEMENT

THIS AGREEMENT made and entered into on the 6 day of November, 2015 and becoming effective upon the same date, by and between Roosevelt City, a Municipal Corporation of the State of Utah located in Duchesne County, (hereinafter referred to as "City"), and Titan Development,(hereinafter referred to as "Developer").

WHEREAS, Roosevelt City owns and operates a municipal sewer system; and

WHEREAS, Titan Development has developed a subdivision known as Uintah Shadows phase 3; and

WHEREAS, Uintah Shadows phase 3 is located within the boundaries of Roosevelt City; and

WHEREAS, Roosevelt City has previously agreed to provide services, including sewer, to Uintah Shadows phase 3; and

WHEREAS, the main sewer line servicing Uintah Shadows phase 3 is known to be installed at a relatively shallow depth; and

WHEREAS, the main sewer line servicing Uintah Shadows phase 3 has been subject to freeze in the past; and

WHEREAS, Roosevelt City and Titan Development acknowledge and share both an interest and responsibility, to the residents of Uintah Shadows phase 3, in keeping the sewer line in functional condition.

NOW THEREFORE, IN CONSIDERATION of the mutual entry into this agreement by the parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by each party hereto, Roosevelt City and Titan Development agree **UPON THE TERMS AND CONDITIONS** which are hereinafter set forth:

1. **SUBJECT SEWER LINE** - The subject sewer line is the main line servicing Uintah Shadows phase 3 beginning at a Manhole at approximately 500 East and 1140 South and continuing on to a Manhole located at approximately 540 East and 1140 South. This agreement shall also apply to any and all city owned and maintained laterals extending from the main line to any property being serviced by the municipal sewer system within the Uintah Shadows phase 3 subdivision. The sewer lines subject to this agreement are further identified and depicted in the map and drawings, "**Exhibit A**", **attached hereto**.
2. **PURPOSE** – The purpose of this agreement is to establish agreed upon criteria by which a remedy to correct the frozen lines will be paid for. Said remedy may include any

necessary service and or repairs up to and including the design and installation of a replacement line and manholes.

3. **TERM** - This agreement shall become effective upon execution by both parties on the date above and shall remain in effect for twenty four (24) months.
4. **COMPENSATION** - Developer covenants and agrees to pay City one half (1/2) of all necessary costs of service and repair, to the subject line, initiated within the two year agreement period. Roosevelt City shall provide an invoice to Developer within thirty (30) days of the final day work is performed repairing the system. Developer shall pay its share of the cost within thirty (30) days of receiving an invoice from the City.
5. **CORRECTIVE ACTION** – The City and Developer shall consult one with the other in determining what, if any, corrective action should be taken. The City shall make the final decision regarding any corrective action to be taken.
6. **REQUEST FOR PROPOSALS AND AWARDING OF CONTRACTS** – In the event that corrective action is necessary and the action requires the service of a designer and/or contractor other than employees of the City or Developer, the process followed shall be in accordance with City policies and procedures and in accordance with any and all applicable laws. The City agrees to keep Developer informed and will consider input from the developer to the maximum degree to which it is able. The City further agrees to take all reasonable measures to keep costs as low as possible. Contracts will only be awarded to fully qualified contractors.
7. **WAIVER** - City's failure to require compliance with the conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by City of such condition or right.
8. **VALIDITY/SEVERABILITY** - If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.
9. **ATTORNEY FEES** - In the event action is brought by any party to enforce any terms of this agreement, the prevailing party shall recover from the other party reasonable attorney fees.
10. **NOTICES** - All notices to the Developer shall be deemed served upon mailing by first class mail, addressed to the developer at: 2265 East Murray Holladay Road, Holladay, Utah 84117. Whether or not Developer is actually present at the time of said delivery. All

notices to City shall be served upon the Roosevelt City Clerk subject to all Utah State laws and legally recognized procedures.

11. **ENTIRE AGREEMENT** - The foregoing agreement, including any attachments incorporated by reference, constitutes the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Further, Developer represents that Developer has relied solely on Developer's judgment in entering into this agreement. Developer acknowledges having been advised to consult with independent legal counsel before entering into this agreement and has either followed or decided to waive such representation and advice. Developer acknowledges that Developer has read and understood this agreement and has been furnished a duplicate original.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands as of the day and year first above written. Executed in duplicate.

Developer

Signature: Nathan A. Brown Manager
Print Name: Titan Development LLC

Roosevelt City Corporation

Vaun D. Ryan

Vaun D. Ryan, Mayor

ATTEST:

Carolyn Wilcken

Carolyn Wilcken, City Recorder

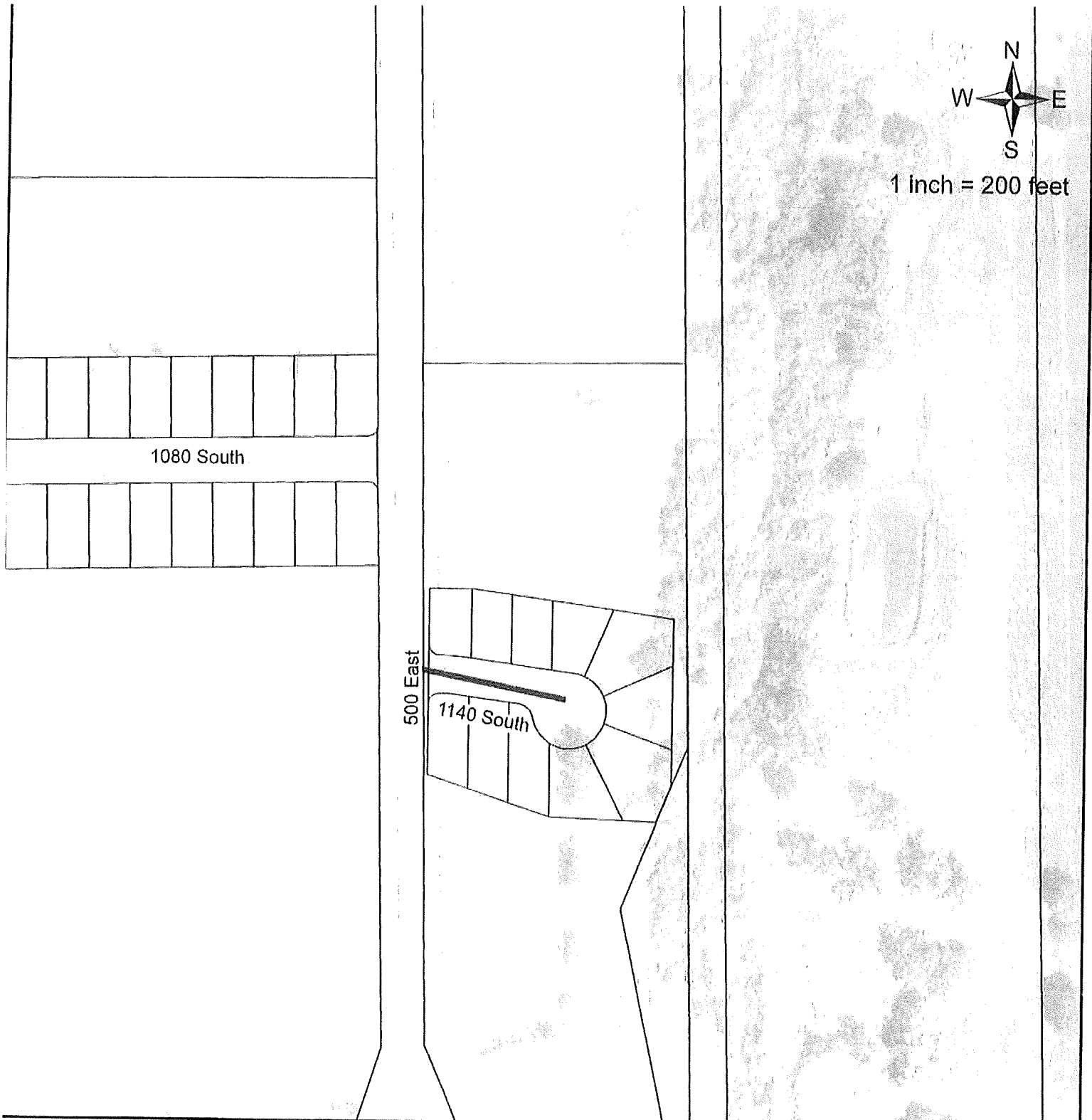


Exhibit A

Uintah Shadow Phase 3

Legend

 Shallow
Sewer