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LEANN H KILTS, WEBER CTY. RECORDER
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REC FOR: HUNTSVILLE TOWN

**HUNTSVILLE TOWN
RESOLUTION 2024-09-05A**

NORTH ARROW SEWER MAINTENANCE AGREEMENT

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ENTERING AN
AGREEMENT BETWEEN THE DEVELOPER OF THE NORTH ARROW
PROJECT AND HUNTSVILLE TOWN RELATED TO THE BODY POLITIC
AND OTHER MATTERS FOR THE MAINTENANCE AND OPERATION OF
SANITARY SEWER**

WHEREAS, Huntsville Town (hereafter “Town”) is a duly incorporated municipality under the laws of Utah;

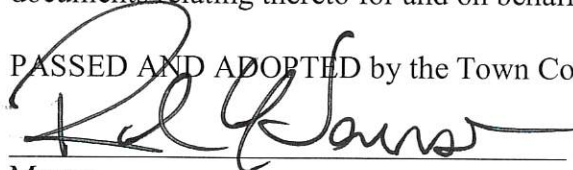
WHEREAS, the Developers of the North Arrow Project in the Town are required by the Weber-Morgan Health Department to have the attached Sewer Maintenance Agreement (hereafter “Agreement”) related to the body politic and other matters related to sanitary sewer;

WHEREAS, the Town and Developer in conjunction with the Weber-Morgan Health Department negotiated this Agreement

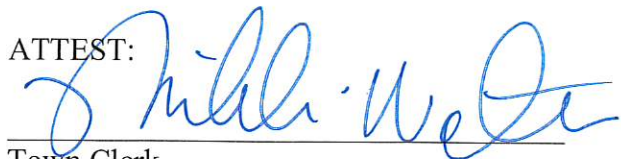
WHEREAS, the Town and Developer desire to enter this Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Huntsville Town, Utah, that the Sewer Maintenance Agreement set forth in the attached “A” is incorporated herein by this reference and is approved and adopted for the purpose contained therein. The Town Council hereby authorizes and directs the Mayor to finalize and execute the Agreement and any documents relating thereto for and on behalf of the Town.

PASSED AND ADOPTED by the Town Council this 5th day of September, 2024.



Mayor

ATTEST:


Town Clerk



SEWER MAINTENANCE AGREEMENT

THIS SEWER MAINTENANCE AGREEMENT (“Agreement”) is made by and between Huntsville Town, a municipal corporation of the State of Utah (“*Town*”), DOTOHU, LLC, and SKI TOWN VENTURE, LLC, Utah limited liability companies (“*Developer*”). The foregoing are referenced herein either individually as a Party or collectively as the Parties.

R E C I T A L S:

WHEREAS, Developer has acquired title to Weber County Parcels: 241200005 and 241670011, legally identified on the attached Exhibit “A” as the “Property” which is developed into a development project commonly referred to as the “North Arrow Project” (“Project”) as approved by the Town.

WHEREAS, the Developer operates a septic system and drain field (“Sewer System”) as part of the Project as approved by the Weber-Morgan Health Department (“Department”) under the applicable law.

WHEREAS, Utah Administrative Rule R317-1-2 under 2.2.A requires a “Body Politic” which is the Town to “sponsor” the Sewer System for this Project under the direction of the Department and as such applies under Utah law.

WHEREAS, Developer and Town seek this Agreement to outline the duties and obligations related to the management and operation of the Sewer System to be performed by the Developer.

NOW, THEREFORE, it is hereby agreed by the Parties as follows:

1. **Town Responsibilities.** Following the execution of this Agreement, the Town shall be responsible for providing oversight and supervision of the Project’s

Sewer System To support its responsibilities, the Town may employ third-party professionals, paid for by the Developer, as determined in the Town's sole and reasonable discretion. The rights and duties of the Town relating to the Sewer System and the Developer's operation and maintenance therefore shall be governed by the State's description of the rights and responsibilities of a Body Politic as such are currently defined by Utah Law under Rule317-1-1, and as such may be hereafter amended from time-to-time.

2. **Maintenance.** It is anticipated at this time that the ownership, control, and maintenance of the Sewer System in all aspects, including, but not limited to the collection, treatment, and disposal systems shall be vested in the Developer in perpetuity. Lateral lines along with maintenance and operation of the same are also the sole responsibility of the Developer in perpetuity.
3. **Easement.** The Town shall enjoy an easement on the Property to conduct inspections, ingress, egress, enforcement, construction, replacement, repair, and any other related Sewer System needs and/or compliance with applicable law.
4. **Developer Requirements.** The Developer agrees to be bound by the reasonable requirements which the Town shall make to the Developer in connection with this Agreement for the Town to act as the Body Politic for this Sewer System. Any cost of inspection, enforcement, maintenance, upgrade, repair, replacement, and/or operation of the Sewer System which is reasonably required by the Town in its capacity as Body Politic over this system shall be borne solely by the Developer. The Town shall have no financial responsibility relating to the Sewer System. However, the Town may conduct routine inspections and enforcement

(collectively, the “*Town Inspections*”). Town Inspections shall generally occur annually unless additional inspections are needed as reasonably determined by the Town. The Developer shall reimburse the Town for the actual cost of its annual inspection(s). If the Town imposes reasonable requirements upon the Developer, and the Developer fails to comply or implement such, the Town has the right, but not the duty, to incur the reasonable expense of implementation thereof and to recover the costs of said implementation from the Developer and to take any other action permitted by law to recover said costs along with any attorneys’ fees and/or court costs. The Developer is responsible for reimbursing the Town based on the actual costs incurred by the Town as evidenced by documentation supporting the actual costs.

5. **Future Sewer Service.** Upon request from Town officials, the Developer hereby consents to the Sewer System being annexed in or connected to a future municipal connection or a special district providing sewer service, or another body politic. If and when at any time in the future the leach field, drain field, or such other similar and appropriate term is bypassed or no longer used, this Agreement shall automatically terminate without the need for any additional instrument evidencing such termination.

6. **Exclusivity.** The Weber-Morgan Health Department has approved this Agreement in accordance with exhibit “B” attached hereto and incorporated herein by this reference. The Parties expressly acknowledge that the Sewer System contemplated herein approved by the Weber-Morgan Health Department is exclusively for the use of the Developer on the Property along with its buyers,

assignees, transferees, owners, guests, invitees, and other similar third parties and shall remain as such in perpetuity. This Agreement does not apply to any other property not identified in this Agreement.

7. **Ownership.** The Sewer System was designed to accommodate the connections on the Property and shall not include any additional connection outside the Property.
8. **Waivers.** No waiver of any requirements, breach, or default shall constitute a waiver of any other requirement, breach, or default, whether of the same or any other covenant or conditions. No waiver, benefit, privilege, or service voluntarily given or performed by either Party shall give the other any contractual right by custom, estoppel, or otherwise.
9. **Entire Agreement.** This Agreement contains the entire agreement between the Parties. No promise, representation, warranty, or covenant not included in this Agreement shall be binding upon the Parties unless reduced to writing and signed by each Party.
10. **Amendment.** No subsequent amendment or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by each Party.
11. **Notices.** Any notice, demand, request, consent, approval, or other communication to be given by one Party to the other shall be given by hand delivery, confirmed overnight delivery service (e.g., Federal Express), or by mailing in the United States mail, certified or registered, addressed to the applicable Party at their respective addresses. Any such notice shall be deemed to have been given: (i) upon delivery, if personally delivered or delivered by any form of overnight delivery service, or (ii) if mailed, upon receipt. Either Party may change the

address at which it desires to receive notice upon giving written notice of such request to the other Party.

12. **Successors and Assigns; Survival.** This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors, assigns, and nominees. All covenants, representations, and warranties contained herein shall survive any Closing.
13. **Governing Law.** This Agreement shall be governed by, interpreted under, and enforced in accordance with the laws of the State of Utah applicable to agreements made and to be performed wholly within the State of Utah.
14. **Execution of Other Documents; Compliance with Regulations.** The Parties hereto will do all other things and will execute all documents which are necessary for the transaction contemplated hereby to close. Furthermore, the Parties will comply at their own expense with all applicable laws and governmental regulations required for this transaction to close, including without limitation any required filings with governmental authorities. After execution, this Agreement may be recorded at any time by either party at the Weber County Recorder's Office.
15. **No Joint Venture.** The Parties understand, acknowledge, and agree that this Agreement shall not constitute nor be regarded as a joint venture agreement and that the Parties shall not be regarded in any manner whatsoever as partners or joint venturers in connection with the Property or the transactions contemplated hereunder. The Parties are merely entering into this agreement to allow for this process to be completed expeditiously. However, the Parties are responsible for

their respective tax, liability, and business consequences resulting from said cooperation.

16. **Heading.** The headings and captions of the various paragraphs of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part of this Agreement.
17. **Partial Invalidity.** If any term of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
18. **Warranty of Authority.** The individuals signing this Agreement for the Parties each grant, by their signature, that they have full authority to enter into this Agreement on behalf of the Party for whom they sign and does execute this Agreement in their authorized capacity.

[Remainder of page left intentionally blank. Additional pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective, duly authorized representatives as of the 5th day of September 2024 (the "Effective Date").

TOWN:

HUNTSVILLE TOWN

By: RICHARD L. SORENSEN
Name: [Signature]
Title: Mayor

ATTEST:

APPROVED AS TO FORM:

By: Nikki Walthuis
Name: [Signature]
Title: Town Clerk

By: [Signature]
Name: William Morris
Title: Town Attorney

STATE OF UTAH)
 §
COUNTY OF WEBER)

On this 11 day of September, 2024, personally appeared before me Richard L. Sorenson, the Mayor and authorized signer of Huntsville Town, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed this Maintenance Agreement on behalf of Huntsville Town, and who duly acknowledged to me that she/he executed the same for the purposes therein stated.

[Signature]
(Notary Public)



[Developer signature and acknowledgement pages follow.]

DEVELOPER:

By: [Signature]
Name: JOFF P. HYDE
Title: Authorized Agent

STATE OF UTAH)
 §
COUNTY OF WEBER)

On the 11 day of September, 2024, personally appeared before me Jeff Hyde, who being by me duly sworn, did say that they are the Authorized Representative of Developer, and that the within and foregoing instrument was signed on behalf of said Developer with proper authority and duly acknowledged to me that they executed the same.

[Signature]
(Notary Signature)

(Seal)



Exhibit A
Legal Description for the Property

Parcel #: 241200005

PART OF LOT 3, HUNTSVILLE TOWN PARK SUBDIVISION, HUNTSVILLE CITY, WEBER COUNTY, UTAH, DESCRIBED AS FOLLOWS: A PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 3 HUNTSVILLE TOWN PARK SUBDIVISION, SAID POINT BEING NORTH 12°24' WEST 49.50 FEET AND SOUTH 88°49'18" WEST 369.50 FEET FROM THE CENTERLINE INTERSECTION MONUMENT AT 200 SOUTH AND 7500 EAST STREET AS SET BY THE WEBER COUNTY SURVEYORS IN 2001; AND RUNNING THENCE SOUTH 88°49'18" WEST 207.92 FEET; THENCE [NORTH 01°13'18"] 126.14 FEET; THENCE NORTH 88°49'18" EAST 207.92 FEET; THENCE SOUTH 01°13'18" EAST 126.14 FEET TO THE POINT OF BEGINNING. CONTAINS .060 ACRES. [NOTE: THE DESCRIPTION USED IN E# 2864370 IS MISSING A CALL IN THE BRACKETED INFORMATION SHOWN ABOVE.] [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAIN AN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WAS CALCULATED BY THE RECORDERS OFFICE FOR TAX PURPOSES.] RECORDER NOTE/ ACREAGE LISTED SHOULD BE .60

Parcel #: 241670011

ALL OF THE COMMON AREA, NORTH ARROW LOFTS, A UTAH CONDOMINIUM PROJECT, WEBER COUNTY, UTAH.

Exhibit B

BRIAN COWAN, MPH, LEHS
Health Officer/Executive Director



September 6, 2024

Dakota & Jeff Hyde
5778 E Elkhorn Driver
Eden, UT 84310

RE: North Arrow Project, 176 S 7400 E in Huntsville, Parcel #24-120-0004

This letter is intended to serve as approval for the issuance of a building permit for the North Arrow Project, with respect to wastewater service. A formal review of the North Arrow Project has been completed by Weber-Morgan Health Department, Environmental Health Staff. This review was performed to determine if the North Arrow Project, a newly proposed structure, could be serviced by the existing onsite wastewater system installed in 2017 permit #W101425. The documentation, including the structural plans and the Sewer Maintenance Agreement between the owners Ski Town Ventures, LLC and Huntsville Town has been reviewed as part of this process. **It has been determined that the North Arrow Project as proposed, complies with all section of the Utah Administrative Code (UAC) R317-4 and the Weber-Morgan Health Department Onsite Wastewater Treatment System Regulation.**

Daily Wastewater Flow Rate:

The 2017 onsite wastewater system was installed for the maximum daily flow rate of 3,290 gallons per day. The installed onsite wastewater system currently services the Compass Rose Inn. The original engineered onsite wastewater plan showed a future office building in the location where the North Arrow Project will be located. The proposed structure will include seven-units, with an anticipated flow rate of 875 gallons a day.

Upon completion of the review our office would agree that the water usage data provided for the Compass Rose Inn, shows a lower water usage rate than that calculated using the UAC R317-4 Table 3. The UAC R317-4.6.4. B outlines the preferred method for non-residential facilities daily wastewater flow rate to be determined accurately, preferably by actual measurement.

The calculated cumulative daily flow rate for the Compass Rose Inn and the proposed North Arrow Project would be below the 3,290-gallon daily flow rate that the current onsite wastewater treatment system was installed to service. **Thus, no modification to the existing system would be required** by our office for the construction of the seven-unit project.

EDUCATE | ENGAGE | EMPOWER

phone: 801-399-7100 | fax: 801-399-7110 | 477 23rd Street, Ogden, UT 84401 | www.webermorganhealth.org

Body Politic & Sewer Maintenance Agreement:

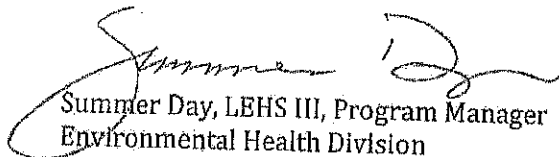
After the installation of the onsite wastewater system, which was given final approval by this office on September 20, 2018, the property was subdivided. This subdivision occurred without the oversight or approval of the Weber-Morgan Health Department. This subdivision created the requirement of sponsorship of a body politic for the North Arrow Project to connect to the existing onsite wastewater system, as per the Utah Administrative Code (UAC) are included below:

UAC R317-4-3.14. Multiple Dwelling Units.

Multiple dwelling units under individual ownership, except condominiums, **may not be served by a single onsite wastewater system except** where that system is under the sponsorship of a body politic. Plans and specifications for such systems shall be submitted to and approved by the division. Issuance of a construction permit by the board (Utah Water Quality Board) shall constitute approval of plans and authorization for construction. Before the permit is issued, the division (Utah Division of Water Quality) shall review plans with the local health department (Weber-Morgan Health Department) having jurisdiction over the proposed onsite wastewater system.

The installed onsite wastewater system was reviewed, permitting and given final approval by our office. At the time of final approval in 2018 the system was not required to have a construction permit approved by the Utah Water Quality Board or a permit from the Utah Division of Water Quality since the onsite wastewater system serviced a single parcel. Our office has determined that since the system was constructed and installed in 2018, the Utah Water Quality Board and the Utah Division Water Quality does not need to approve plans or issue an authorization to construct. These steps are intended to proceed the construction of the onsite wastewater system. The requirement of a sponsorship of a body politic has been addressed through the Sewer Maintenance Agreement between the owners Ski Town Ventures, LLC and Huntsville Town

Sincerely,


Summer Day, LEHS III, Program Manager
Environmental Health Division

Cc: Huntsville Town