

COTTONWOOD IMPROVEMENT DISTRICT

COMMERCIAL PROJECT DEVELOPER AGREEMENT

This Agreement is made this ____ day of _____, 20____, between _____ hereinafter called the "Project Developer" and the Cottonwood Improvement District, hereinafter called "the District".

This agreement is made with reference to the following facts:

The Project Developer is the owner of certain land situated in the area located at _____ and has proposed to develop a commercial property to be known as _____ which is referred to in this agreement as "the project".

The Project Developer desires to install a sewer collection system within the project for wastewater collection service in the project by the Project Developer or its assignee for connection to the main sewer trunk line for collection and treatment by the District.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the Project Developer and the District agree as follows:

1. The sewer collection system shall be installed in the project in accordance with the plans and specifications of the District or the building code enforced by the building authority of the governmental agency having jurisdiction of the project as the plan for the project may determine based on the public or non-public nature of the facilities to be constructed, at the Project Developer's cost, pursuant to plans and specifications to be prepared in advance of construction by a registered engineer and approved by the engineers of the District before construction is commenced.
2. The Project Developer shall submit to the district complete plans and specifications demonstrating compliance with the pretreatment rules of the District and Central Valley Water Reclamation Facility together with all required review fees and other required fees and information.
3. All construction, materials and work in the collection system in the project shall be inspected, tested and approved by the District's inspectors or by the building authority of the governmental agency with jurisdiction over the project before covering.
4. The Project Developer will pay all required fees and charges to the District.
5. The Project Developer agrees that no building shall be connected to the collection system in the project without first securing from the District all required permits and completing payment of all required fees and charges.

6. The Project Developer will furnish three (3) copies of a detailed layout of the project as approved by the governmental agency jurisdiction thereof together with a mylar as built drawing of the collection system in the project.

7. The Project Developer agrees that during the construction of the sewer collection lines in said complex to comply with all state and county regulations governing construction and excavation of the work regardless of whether or not the work is in streets or otherwise and to guard excavations and to protect the public against injury and also to protect underground and overhead public utilities. After construction is completed, to guarantee the workmanship and materials on all the work including the collection system, backfill and roadway if applicable, over the collection system for a period of three (3) years.

8. This agreement shall be binding upon the heirs, successors, and assigns of the parties 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 affect 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 be 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.

PROJECT DEVELOPER:

(please print project developer name)

BY: _____

COTTONWOOD IMPROVEMENT DISTRICT

BY: _____
GENERAL MANAGER