

COTTONWOOD IMPROVEMENT DISTRICT

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 developer of certain land in the District at _____

and as proposed the project is called _____;

One of the main sewer trunk lines of the District is available for service to the project and:

The Project Developer desires to install a sewer collection system within said project to collect waste water from the units to be constructed in said project to the main sewer trunk line above referred to for treatment by said District.

NOW, THEREFORE, the Project Developer hereby applies for permission to proceed with the construction of a sewer collection system in the project to serve the lots and/or units to be constructed therein, and in consideration of the mutual promises and covenants herein, the District and the Project Developer agree as follows:

1. That the sewer collection system shall be constructed at the Project Developer's cost in compliance with the construction specifications of the District, 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. All excavation, materials and work on the collection system shall be inspected and approved before covering pipe or backfilling, by the District's inspectors.

3. The Project Developer agrees to pay to the District all fees and charges at the current charges adopted by the Board of Trustees of the District.

4. The Project Developer agrees that no lot or unit shall be connected for service to the collection system in the project without a permit to connect the lot or unit and unless all inspection fees, the connection fee and every other outstanding and applicable fee is paid in full.

5. The Project Developer agrees that each service lateral will not be covered until the lateral has been inspected and approved by the District.

6. Upon the completion of the construction of the collection system or that portion of the system which the Project Developer has undertaken to construct and its approval by the District and its engineers, the project developer will dedicate to public use and convey to the District, without cost, the ownership of all easements, sewer lines and connections constructed and owned by the Project Developer in the project situated within the dedicated streets within the said subdivision, free and clear of all encumbrances, including also any and all rights-of-way or easements where the collection system is not situated entirely in the dedicated street in said subdivision. The transfer of such ownership shall be documented and completed before the transportation of wastewater into the District's trunk sewer lines for treatment, after all applicable fees have been paid and after receipt by the District of an accurate as built mylar drawing of the collection system and all facilities to be dedicated to the District.

7. The Project Developer will pay all costs and expenses in connection with the raising or lowering of manholes in the project collection system to meet the grade of the streets situated within the project as required or established by the governmental agency having jurisdiction over the roads.

8. The Project Developer will pay all of the costs of grading, constructing, surfacing and maintenance of the streets in said subdivision and will hold the District harmless from any and all expense that might be incurred in connection with settling of the collection line for a period of three (3) years.

9. The Project Developer agrees to furnish three (3) copies of a detailed layout of the subdivision, as approved by the governmental agency having proper jurisdiction thereof not more than 10 days after approval by the relevant governmental building agency.

10. The Project Developer agrees that during the construction of the sewer collection lines in said subdivision to comply with all state and county regulations governing easements of the public streets to guard excavations and to protect the public against injury and also to protect underground and overhead public utilities and after construction is complete, to guarantee the workmanship and materials on the pipeline and backfill and roadway over the pipeline for a period of three (3) years.

11. This Agreement shall be binding upon the heirs, successors, and assigns of the parties hereto.

12. 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.

13. 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.

14. Any waiver by any party hereto of any breach of any kind or character what so ever by the other party, whether said 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.

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

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

17. 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