

WHEN RECORDED MAIL TO:
General Manager
South Valley Sewer District
P.O. Box 629
Riverton, UT 84065

12886199
11/14/2018 03:05 PM \$0.00
Book - 10730 Pg - 3288-3292
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 629
RIVERTON UT 84065
BY: MBP, DEPUTY - WI 5 P.

Affects Parcel No.: 33-04-401-009

OWNER: JFRG Bluffdale, LLC

PROJECT: Hobby Caves

IMPACT FEE AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of November, 2018, by and between **SOUTH VALLEY SEWER DISTRICT**, a political subdivision of the State of Utah, hereinafter referred to as the "District," and **JFRG BLUFFDALE, LLC**, a limited liability corporation, hereinafter referred to as the "Developer."

WITNESSETH:

WHEREAS, the Developer is constructing **Hobby Caves** (the "Business") within the District located at 13854 South 2700 West, Bluffdale Utah, as more particularly described on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Developer desires to connect the Business to the sanitary sewer system owned by the District (the "Facilities"); and

WHEREAS, the District is willing to allow the Developer to connect to the District's Facilities provided the Developer agrees to comply with the District's Rules and Regulations, including payment of Impact and other Fees charged by the District; and

WHEREAS, the District has adopted Impact Fees in accordance with the District's Sanitary Sewer Capital Facilities Plan and Impact Fee methodology; and

WHEREAS, the Developer's engineers have estimated an average daily demand on the Facilities based upon 4,140 gallons per day (gpd) from the Business; and

WHEREAS, based on the foregoing the Impact Fee to be charged by the District for the Business is estimated to be \$13.68 per gallon of sanitary sewer capacity in the Facilities; and

WHEREAS, due to the fact that actual operating data is not yet available as to the Developer's daily demands for capacity in the Facilities and the strength of the sewage, both of which can be better determined after the Business becomes fully operational; and

WHEREAS, the parties desire to address matters pertaining to Impact Fees in a manner that will be fair to the parties and all other users of the Facilities;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Prior to connecting any portion of the Business to the District's Facilities, the Developer will pay to the District, and the District agrees to accept, an initial Impact Fee in the sum of \$56,635 which is calculated based upon 4,140 gpd at \$13.68 per gallon.

2. The Developer will promptly install, at the Developer's sole expense, a water meter of a type and at a location satisfactory to the District to measure all water flows into the Business. The Developer shall be responsible to maintain the meter in a workable and accurate manner and to read the meter on a monthly basis and submit an accurate, complete copy of the readings in writing to the District. The District shall also have access to the meter at all times and may take readings and/or samples as deemed desirable or necessary by the District at any time.

3. After the meter readings have been obtained for a period of not less than twenty-four months, ("the Period") the Developer or its successors, or assigns, shall submit water reads and Business occupancy rate for the Period, and may request the District to evaluate the information used to establish the Impact Fee and, in the event actual capacity demands have exceeded 4,140 gpd, and or the District's strength limitations, the Developer agrees to pay additional Impact Fees to the District for the difference between the initial amount paid and the Fee based upon actual demand and excess strength, calculated at the Impact Fee rate of the District that is in effect when the additional payment is actually made. In the event of any future capacity expansions of the Business after initial construction, such expansions will be subject to approval of the District and assessment and payment of additional Impact Fees to the District in accordance with its schedule of fees then in effect.

4. The Developer agrees to pay monthly service charges billed by the District in a timely manner based upon the meter readings and further agrees to abide by the District's rules and regulations governing its sewer system and the operation thereof and all applicable pretreatment rules and regulations.

5. If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior negotiations, promises, inducements, representations or agreements pertaining to the subject matter hereof which are not set forth herein.

7. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective officers, employees, representatives, agents, successors and assigns.

8. This Agreement may only be amended in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.



Annita Byers
Clerk

“DISTRICT”

SOUTH VALLEY SEWER DISTRICT

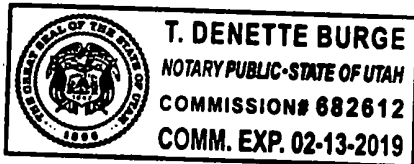
By: *[Signature]*
General Manager

DISTRICT ACKNOWLEDGMENT

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

On the 5 day of November, 2018, personally appeared before me Craig L. White, who being by me duly sworn did say that he is General Manager of the **SOUTH VALLEY SEWER DISTRICT**, a political subdivision of the State of Utah, and that the foregoing instrument was signed in behalf of the District by authority of its governing body and said General Manager acknowledged to me that the District executed the same.

T. Denette Burge
Notary Public



“DEVELOPER”

JFRG BLUFFDALE, LLC

By: [Signature]

Its: managing member
Title

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
)
) :SS
COUNTY OF SALT LAKE)

On the 1st day of November, 2018, personally appeared before me Ronald Currell who being by me duly sworn did say that (s)he is the Managing Member of **JFRG BLUFFDALE, LLC** a limited liability company, and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement; and duly acknowledged to me that said limited liability company executed the same.

[Signature]
Notary Public

My Commission Expires: 8/31/18

Residing in: Salt Lake City, Utah

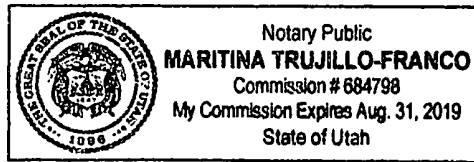


EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY BEING SERVED

COMMENCING AT THE CENTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE MERIDIAN;

THENCE SOUTH 00°20'01" WEST 282.98 FEET ALONG QUARTER SECTION LINE;
THENCE SOUTH 89°40'00" EAST 42.32 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 89°40'00" EAST 1104.72 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 588.01 FEET, A CENTRAL ANGLE OF 14°09'16" AND A CHORD THAT BEARS SOUTH 11°43'31" WEST 144.89 FEET;
THENCE ALONG SAID CURVE SOUTHERLY AN ARC DISTANCE OF 145.26 FEET;
THENCE SOUTH 04°38'50" WEST 141.34 FEET;
THENCE NORTH 89°40'00" WEST 1063.78 FEET;
THENCE NORTH 00°20'00" EAST 183.80 FEET;
THENCE NORTH 89°40'00" WEST 1.64 FEET;
THENCE NORTH 00°18'19" EAST 99.18 FEET TO THE POINT OF BEGINNING.

CONTAINS 305,052 SQUARE FEET OR 7.00 ACRES, MORE OR LESS.