

Water Infrastructure Agreement

This agreement is entered into on this 5th day of July, 2018 between the City of Logan, a political subdivision organized under the laws of the State of Utah, hereinafter referred to as "City" and CACHE VALLEY REALTY LLC, CACHE CH LLC and CACHE NASSIM LLC, each a Utah limited liability company, hereafter collectively referred to as "Owner." City and Owner are jointly referred to as "Parties."

WHEREAS, Owner desires to install privately owned water infrastructure within Cache Valley Realty LLC property, Tax Id. No. 05-014-0006, Entry No. 1186119 at 1300 North Main Street, Logan, Utah, to service proposed development, with this agreement to the property/system being binding on successors and assigns in perpetuity; and

WHEREAS, the privately owned water infrastructure installed by Owner is classified by the State of Utah, Division of Drinking Water Regulations as a Public Water System pursuant to administrative rules promulgated by the Drinking Water Board as authorized by Title 19, Environmental Quality Code, Chapter 4, Safe Drinking Water Act.

WHEREAS, City is required by State of Utah, Division of Drinking Water Regulations, to provide services related to Public Water Systems in the City's jurisdiction; and

WHEREAS, City will perform services on the Owner's property to comply with State of Utah, Division of Drinking Water Regulations for Public Water Systems,

NOW THEREFORE, the parties, in consideration of their mutual promises and covenants, agree as follows:

1. Owner shall notify City of any repair or additional connections made to the private water infrastructure.
2. City shall inspect and approve any additions/changes and repairs made to the private water infrastructure consistent with City Standards and Specifications and Utah Division of Drinking Water Regulations.
3. City shall have the right, through its agents or employees, to enter upon the premises of Owner and be allowed access to all water meters, water meter vaults,

and fire hydrants at any time.

4. Water meters shall remain the property of City and will not become attachments to the real property. City will be responsible to repair and replace water meters as needed. If a water meter is damaged due to freezing, or negligence of the Owner or his agents, the Owner will be charged for a new meter.
5. Owner shall be responsible for the meter vault, meter setter, water infrastructure, including all fittings and connections. Owner shall be responsible for all infrastructure except the water meter.
6. City will maintain fire hydrants. Maintenance will include any minor repairs (seals, bearings, O-rings, oil and grease, couplers, etc.) and yearly maintenance including flushing and testing. Owner shall be responsible for any major repairs such as seats, bonnets, base, or any damage to the hydrant. City will charge the Owner a monthly fee that will be part of the monthly utility bill.
7. City reserves the right to shut off water service pursuant to Logan Municipal Code Chapter 13.08 until Owner complies with the terms and conditions of this agreement, State of Utah Division of Drinking Water Regulations, or other applicable laws.
8. City reserves the right to access property and buildings as needed in accordance with the most current City and State codes to administer and inspect for backflow compliance and collect water samples necessary for water quality testing.

In witness whereof, the parties have executed this instrument at the place and on the date first above specified.

City:
City Municipal Corporation

Holly H. Barnes

Mayor

Owner:

SIGNATURE PAGES FOLLOW

Attest:

Jessie Hansen

City Recorder

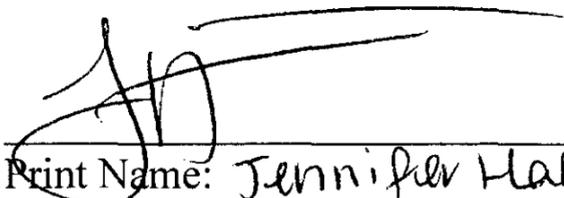


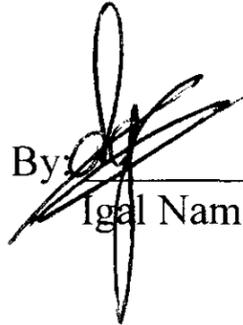
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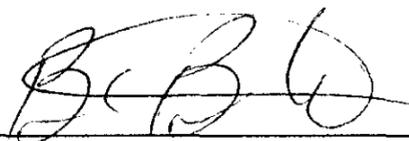
CACHE VALLEY REALTY LLC,
a Utah limited liability company

By: Namco Realty LLC,
a New York limited liability company
Its: Managing Member

By: Namco Realty LTD.,
a British Virgin Islands company
Its: Managing Member


Print Name: Jennifer Hakimian


By: Igal Namdar, CEO & Sole Shareholder


Print Name: Brian Baniliuy

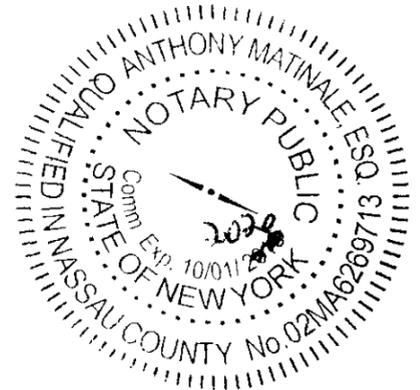
STATE OF NEW YORK

COUNTY OF NASSAU

On the 24 day of June, 2018 before me, the undersigned, personally appeared Igal Namdar, in his capacity as CEO & Sole Shareholder of Namco Realty LTD., a British Virgin Islands company, the Managing Member of Namco Realty LLC, a New York limited liability company, the Managing Member of Cache Valley Realty LLC, a Utah limited liability company, on behalf of the limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

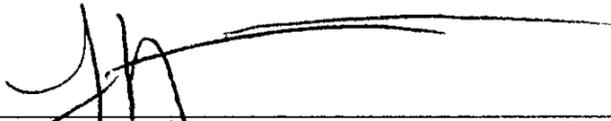

Notary Public Sign and affix stamp

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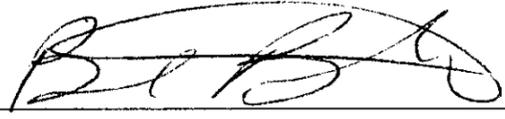


WITNESSETH:

CACHE NASSIM LLC,
a Utah limited liability company


Print Name: Jennifer Hakimian

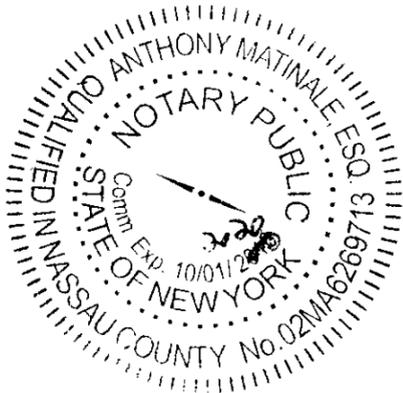
By: 
Elliot Nassim, Managing Member


Print Name Brian Banihiy

STATE OF NEW YORK

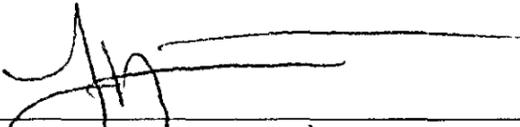
COUNTY OF NASSAU

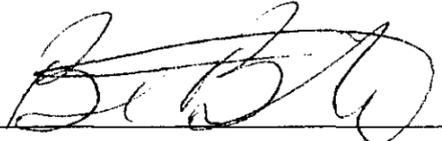
On the 29 day of June, 2018 before me, the undersigned, personally appeared Elliot Nassim, in his capacity as Managing Member of Cache Nassim LLC, a Utah limited liability company, on behalf of the limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



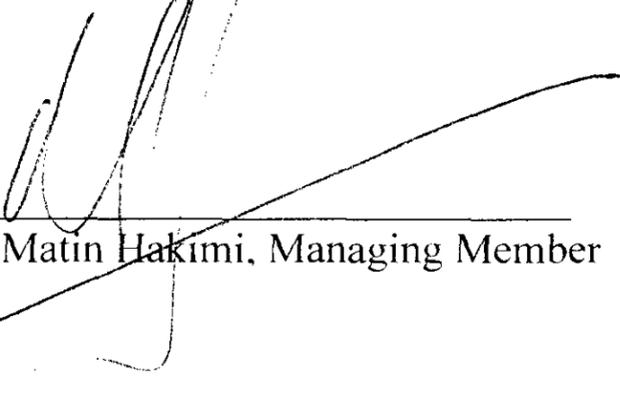

Notary Public Sign and affix stamp

WITNESSETH:


Print Name: Jennifer Hakimian


Print Name: Brian Banitiny

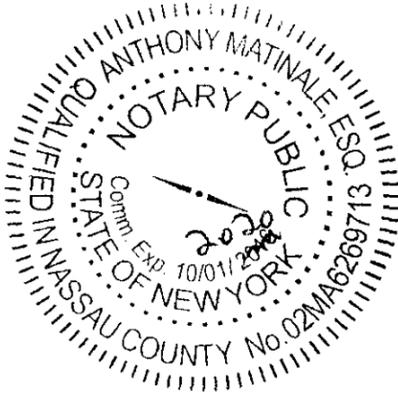
CACHE CH LLC,
a Utah limited liability company

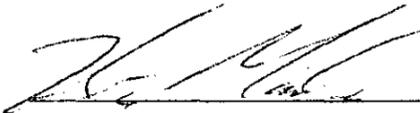
By: 
Matin Hakimi, Managing Member

STATE OF NEW YORK

COUNTY OF NASSAU

On the 29 day of June, 2018 before me, the undersigned, personally appeared Matin Hakimi, in his capacity as Managing Member of Cache CH LLC, a Utah limited liability company, on behalf of the limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.




Notary Public Sign and affix stamp

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