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WHEN RECORDED MAIL TO:

General Manager
South Valley Sewer District
P.O. Box 629
Riverton, UT 84065

14255908 B: 11499 P: 8342 Total Pages: 5
06/24/2024 01:30 PM By: dsalazar Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: SOUTH VALLEY SEWER DISTRICT
PO BOX 629 RIVERTON, UT 84065



Affects Parcel No.: 26-24-101-015-0000

OWNER: DTDB 8, LLC

PROJECT: Daybreak Urban Center Plat 1 Megaplex 1

IMPACT FEE AGREEMENT

THIS AGREEMENT is made and entered into as of the 8 day of May, 2024, by and between **SOUTH VALLEY SEWER DISTRICT**, a political subdivision of the State of Utah, hereinafter referred to as the "District," and **DTDB 8, LLC**, a limited liability company, hereinafter referred to as the "Developer."

WITNESSETH:

WHEREAS, the Developer is constructing **Daybreak Urban Center Plat 1 Megaplex 1** (the "Business") within the District located at 11086 Grandville Ave, South Jordan, 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 3,900 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 \$14.82 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 \$57,798.00 which is calculated based upon 3,900 gpd at \$14.82 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 3,900 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.

“DEVELOPER”

DTDB 8, LLC

By: John Warnick

Its: Advised Senior Upstaging Development
Title

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

On the 8 day of May, 2024, personally appeared before me John Warnick who being by me duly sworn did say that (s)he is the V.P. of Land Development of DTDB 8, 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

My Commission Expires: August 16, 2026

Residing in: Salt Lake County

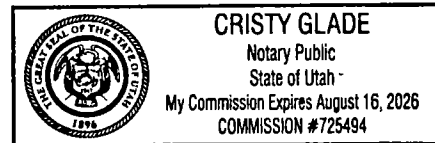


EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY BEING SERVED

LOT C-112, DAYBREAK URBAN CENTER PLAT 1. LESS & EXCEPT BEG N 89°56'03" W 10506.588 FT & N 4088.717 FT FR SE COR OF SEC 19, T3S, R1W, SLM; N 37°29'42" W 221.418 FT; N 0°00'12" E 90.77 FT; N 33°40'19" W 135.151 FT; N 53°27'06" E 218.655 FT; N 31°27'06" E 880.569 FT; N 56°36'58" E 119.219 FT; N 53°27'06" E 64.457 FT; S 36°32'54" E 594.572 FT; S 53°27'06" W 487.905 FT; S 31°27'06" W 421.776 FT; S 53°27'06" W 396.814 FT TO BEG (BEING PT LOT T3, KENNECOTT MASTER SUB 1 AMD. ALSO BEING L/E PARCEL B OF EAST TOWN CENTER ROADWAY DEDICATION PLAT).