

WHEN RECORDED MAIL TO:

Craig L. White
South Valley Sewer District
P.O. Box 629
Riverton, UT 84065

Affects Parcel No.: 26-24-176-005-0000

OWNER: MUNICIPAL BUILDING AUTHORITY OF SALT LAKE COUNTY, UTAH

PROJECT: Daybreak South Station Library

IMPACT FEE AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 20____, by and between **SOUTH VALLEY SEWER DISTRICT**, a political subdivision of the State of Utah, hereinafter referred to as the “District,” and **MUNICIPAL BUILDING AUTHORITY OF SALT LAKE COUNTY, UTAH**, a non-profit corporation, hereinafter referred to as the “Owner.”

WITNESSETH:

WHEREAS, the Owner is constructing Daybreak South Station Library (the “Business”) within the District located at 11358 South Grandville Ave., South Jordan, Utah, as more particularly described on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Owner 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 Owner to connect to the District’s Facilities provided the Owner 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 Owner’s engineers have estimated an average daily demand on the Facilities based upon 285 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 Owner’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 Owner will pay to the District, and the District agrees to accept, an initial Impact Fee in the sum of \$3,899.00 which is calculated based upon 285 gpd at \$13.68 per gallon.

2. The Owner will promptly install, at the Owner'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 Owner 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 Owner 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 «Gallons» gpd, and or the District's strength limitations, the Owner 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 Owner 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.

“DISTRICT”

SOUTH VALLEY SEWER DISTRICT

ATTEST:

Clerk

By: _____
Craig L. White, General Manager

SVSD ACKNOWLEDGEMENT

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

On the ___ day of _____, 2020, 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.

Notary Public

“OWNER”

MUNICIPAL BUILDING AUTHORITY OF SALT LAKE COUNTY, UTAH

By: _____

Its: _____
Title

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the _____ day of _____, 20____, personally appeared before me _____ who being by me duly sworn did say that (s)he is the _____ of **MUNICIPAL BUILDING AUTHORITY OF SALT LAKE COUNTY, UTAH** a _____, and that the within and foregoing instrument was duly authorized by the _____; and duly acknowledged to me that said _____ executed the same.

Notary

My Commission Expires: _____

Residing in: _____

Approved as to Form:

By: _____
Melanie Mitchell, Senior Attorney

EXHIBIT A

Legal Description

LOT C-101 DAYBREAK SOUTH STATION LIBRARY. LESS & EXCEPT BEG MOST S'LY
COR LOT C-101 SD SUB; N 36°32'54" W 12.50 FT; N 53°05'02" E 354.693 FT; S 36°43'14" E
14.771 FT; S 53°27'06" W 354.693 FT TO BEG.