

**HERITAGE LAND DEVELOPMENT, LLC, A UTAH LIMITED LIABILITY COMPANY &  
WEBER COUNTY  
SEWER DEVELOPMENT REIMBURSEMENT AGREEMENT**

This Agreement is entered into between Weber County, Utah, a political subdivision and body politic of the State of Utah, hereinafter referred to as "County", and Heritage Land Development, LLC, a Utah limited liability company, hereinafter referred to as "Developer."

**RECITALS**

**WHEREAS**, Developer has been working with the County and the Central Weber Sewer District in order to provide sewer services to its development project along 1800 South in Taylor, Weber County, State of Utah; and,

**WHEREAS**, County is willing to assume ownership and maintenance of the lift station installed by Developer, which is expected to serve the service area #1 in the County's master plan (a copy of a map depicting service area #1 is attached hereto as Exhibit A and incorporated herein by this reference); and,

**WHEREAS**, Developer is willing to install the sewer lift station with capacity in excess of that which is needed for Developer's particular development and assume the initial costs related thereto; and,

**WHEREAS**, County and Developer have negotiated the terms of this Reimbursement Agreement, which terms are acceptable to both parties;

**WHEREAS**, Developer shall deed to the County, simultaneously with the recording of the final plat of Phase 1A and Phase 2, the small open-space parcel on which the sewer lift station is located; and,

NOW THEREFORE, Developer and County agree as follows:

**SECTION ONE  
PURPOSE OF AGREEMENT**

The purpose of this Agreement is to reimburse Developer for certain costs incurred for the sewer lift station which exceed the costs related to the demand imposed by Developer's development.

**SECTION TWO  
AGREEMENT PERIOD**

This Agreement is for a period not to exceed 15 years effective upon the date of this Agreement unless otherwise extended by County in writing. The Agreement will terminate immediately upon the occurrence of any of the following events:

- a. Developer fails to commence construction of the sewer lift station by January 1, 2022.
- b. Developer notifies the County in writing that it no longer intends to install the sewer lift station.
- c. After starting the installation of the sewer lift station, Developer stops construction of the lift station for a period of one year, unless such failure is caused by any act, condition, or occurrence outside the control of Developer in which case the one year will be automatically extended by the length of duration of such act, condition or occurrence plus an additional 60 days.
- d. Developer ceases to exist as a legal entity and Developer did not first assign its rights and obligations under this agreement to a successor entity.
- e. Developer receives reimbursement payments that reach or exceed 85% of Developer's costs in installing the sewer lift station. This provision is intended as a cap on reimbursements, to prevent developers and owners from having to continue to pay Developer after its respective proportionate share of the costs have been reimbursed.

### **SECTION THREE REIMBURSEMENT PAYMENTS**

Other developers or owners of future subdivisions or other developments or structures who apply, during the term of this Agreement, for approval to connect to the lift station will be required to reimburse Developer in the amount of \$1,130.00 per equivalent residential unit (ERU). The County is responsible for collecting those payments from those developers and owners, and forwarding those payments to Developer. Payment shall be made to the County, through Impact Fees, and, within THIRTY DAYS from receipt, the County shall then make the payments to the Developer on at least a quarterly basis or more frequently if determined by the County. Building permits and other permits required for occupancy or business operation will not be issued until after the required payment has been collected by the County. The County is responsible for amending its impact fee ordinance(s) and schedules in order to collect the reimbursement amounts specified, and if the County does not, then the County will be required to fund the reimbursement amounts from other County funds. Similarly, if the County fails to collect the required reimbursement amounts and/or impact fees from any other development or landowner, then the County will be responsible for paying Developer the uncollected amounts from other County funds. Before receiving any reimbursement payments, the County must verify substantial completion of the sewer lift station has occurred. Developer reserves the right to enter into cost sharing agreements with benefiting landowners in exchange for such landowners not paying an Impact Fee for the sewer lift station, and in that event the County agrees not to impose on such landowner(s) any overlapping impact fees for the sewer lift station. Should any such cost sharing agreement(s) be entered into by Developer, the reimbursement amount committed to by the County will be reduced dollar for dollar for the cost shared, so long as the County does not collect Impact Fees from that contributing landowner for the sewer lift station.

The County agrees that it will not construct or permit to be constructed any sewer lift station(s) or other sewer improvements that would compete with, or eliminate the demand of surrounding properties to connect to, the sewer lift station contemplated by this Agreement. The County acknowledges that Developer is relying on the collection of reimbursement payments under this Agreement and the County agrees to require any properties, developments, or other improvements located, in whole or in part, within service area #1, to connect to the lift station; however, despite the foregoing, the County has notified the developer that a small portion of property within the Northeast corner of service area #1 may not be able to be served by the sewer lift station without excessive infrastructure costs, so that small portion of property within the Northeast corner of service area #1, solely as specifically depicted in Exhibit B attached hereto and incorporated herein by this reference, is exempt from the requirement to connect to the sewer lift station.

#### **SECTION FOUR OWNERSHIP, MAINTENANCE FEES AND BILLINGS**

County shall assume ownership, maintenance, operation, and repair of the sewer lift station installed by Developer after the lines are completed and approved by the County. County may also impose a reasonable monthly service fee on each sewer connection. County shall assume responsibility for all billings related to monthly service fees.

#### **SECTION FIVE GOVERNING LAW**

This Agreement shall be governed and construed by the laws of the State of Utah. If any action at law or in equity is instituted by either Party against the other Party to enforce this Agreement or any rights arising hereunder, or in connection with the subject matter hereof, the prevailing Party shall be entitled to recover all costs of suit and reasonable attorneys' fees. For purposes of this Section, the term "prevailing Party" shall, in the case of a claimant, be the Party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the Party who is successful in denying substantially all of the relief sought by the claimant.

#### **SECTION SIX ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between Developer and County and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

#### **SECTION SEVEN DECLARATION OF INVALIDITY**

If a court of competent jurisdiction after final adjudication (by the highest court to which the matter may be appealed) declares that the County cannot reimburse Developer as provided in this Agreement, the County's obligation to reimburse Developer hereunder shall be accordingly reduced or eliminated. Developer, however, specifically reserves and does not waive hereunder any right it may have to challenge a ruling, decision or order by any court that would reduce or eliminate the payment of funds by the County to the Developer hereunder. The County will not oppose Developer and, if requested by Developer, will cooperate with Developer if Developer challenges a ruling by any court. The County's agreement to cooperate means the County agrees to (i) testify on behalf of Developer if properly compelled to testify, and (ii) provide information and data necessary to defend against such action, if properly requested. Such cooperation shall not require any Party to waive any rights against the other Party.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2021.

**County:**

\_\_\_\_\_  
Chair  
Weber County Board of Commissioners

Attest:

\_\_\_\_\_  
Ricky Hatch  
Weber County Clerk/Auditor

**Developer:**

Heritage Land Development, LLC

By: \_\_\_\_\_  
Printed Name: Boyd Cook  
Title: Authorized Signer

Exhibit A  
**Map depicting Service Area #1**

Exhibit B

**Map depicting exempt property in NE corner of Service Area #1**