

When Recorded Mail to:  
General Manager  
South Valley Sewer District  
P.O. Box 629  
Riverton, UT 84065

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08/15/2019 01:19 PM \$0.00  
Book - 10816 Pg - 6880-6884  
**RASHELLE HOBBS**  
RECORDER, SALT LAKE COUNTY, UTAH  
SOUTH VALLEY SEWER DISTRICT  
PO BOX 629  
RIVERTON UT 84065  
BY: TBP, DEPUTY - WI 5 P.

Affects Parcel No.: 26-24-154-001  
OWNER: City of South Jordan  
PROJECT: South Jordan Fire Station 64 & Police Substation

### **IMPACT FEE AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the 7 day of August, 2019, by and between **SOUTH VALLEY SEWER DISTRICT**, a political subdivision of the State of Utah, hereinafter referred to as the "District," and **CITY OF SOUTH JORDAN**, a governmental entity, hereinafter referred to as the "Developer."

#### **WITNESSETH:**

**WHEREAS**, the Developer is constructing South Jordan Fire Station 64 & Police Substation (the "Business") within the District located at 5443 W. Lake Avenue, 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 2,450 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 \$33,516 which is calculated based upon 2,450 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 it's 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 2,450 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.

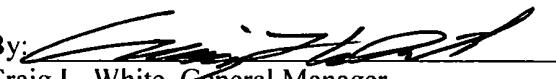
7. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective officers, employees, representatives, agents, successors and assigns.

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.

**“DISTRICT”**

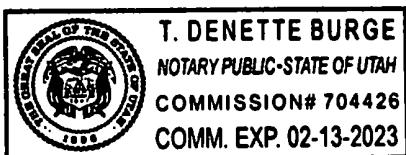
SOUTH VALLEY SEWER DISTRICT

By:   
Craig L. White, General Manager

**DISTRICT ACKNOWLEDGMENT**

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

On the 9 day of August, 2019 personally appeared before me **Craig L. White**, who being by me duly sworn, did say that he is the General Manager of **SOUTH VALLEY SEWER DISTRICT**, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the District by authority of its Board of Trustees and acknowledged to me that the District executed the same.



  
Notary Public

“OWNER”

CITY OF SOUTH JORDAN

  
for the City of South Jordan

**OWNER ACKNOWLEDGMENT**

STATE OF UTAH )  
:ss.  
COUNTY OF Salt Lake )

On the 31 day of JULY, 2019, personally appeared before me  
Gary L. Whittorf, who being duly sworn, did say that he is the  
City Manager, of the **CITY OF SOUTH JORDAN** a governmental entity,  
and that said instrument was signed in behalf of the city by authority of its City Council and  
acknowledged to me that the City executed the same.

  
Notary Public

My Commission Expires: JANUARY 29, 2022

Residing in: Salt Lake County

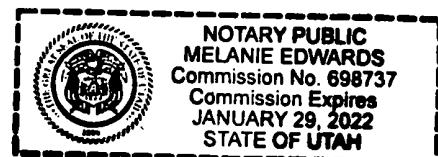


EXHIBIT "A"  
LEGAL DESCRIPTION OF PROPERTY BEING SERVED

LOT C-101, DAYBREAK SOUTH JORDAN PUBLIC SAFETY CENTER