

**DEVELOPMENT AGREEMENT
WITH TERAKEE FARMS, INC.**

This Agreement is entered into this 21 day of January, 2020, by and between Terakee Farms, Inc., a Utah Non-Profit Corporation (“Developer”) and the Taylor West Weber Water Improvement District, a district and political subdivision of the State of Utah (the “District”). Developer and District are collectively referred to herein as “Parties,” and each may be referred to individually as “Party.”

RECITALS

A. Developer desires to develop certain property, identified as Terakee Village PRUD Subdivision (approximately 80 lots) and Terakee Meadow Subdivision (approximately 12 lots), and located in the unincorporated area of Weber County, Utah, as reflected in **Exhibit “A”** (the “Property”).

B. Developer desires to connect the lots on the Property to the District’s culinary water system, and to receive culinary water service for these lots from the District.

C. Developer also desires to create a secondary water system for the Property. This secondary water system would be a private system operated by the Developer through an agreement with Randy Marriott and/or Mountain View Irrigation Inc. This private secondary water system would contract separately (from the District) with Weber Basin Water for secondary water; and would have a separate (from the District) physical connection to the Weber Basin Water system. Developer would also ensure, among other things, that there are no cross-connections between the District’s culinary water system and the Developer’s secondary water system. Developer asserts that Weber County has approved the Developer’s secondary water system.

D. As a condition of connecting to the District’s culinary water system, and to clarify the terms of connecting the Property to the District’s culinary water system, the District is requiring this development agreement (“Agreement”).

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. Incorporation of Recitals and Exhibits. The foregoing Recitals and all Exhibits hereto are hereby incorporated by reference into this Agreement and are made a part hereof.
2. Developer Obligations.
 - a. Developer shall, at its own expense and in accordance with the final approved subdivision plat, final approved development plan, final approved site plan(s), applicable APWA standards and other applicable standards and approved engineering construction

APWA standards and other applicable standards and approved engineering construction drawings (collectively, the “Improvement Regulations”), construct and install, or cause to be constructed and installed, the private secondary water system improvements.

- b. Developer shall, at its own expense, acquire necessary real property interests for the construction and installation of the private secondary water system improvements.
- c. Developer shall own, operate, and be responsible for its private secondary water system, which shall be operated by the Developer through an Agreement with Randy Marriott and/or Mountain View Irrigation, Inc.
- d. This private secondary water system shall contract separately (from the District) with Weber Basin Water for secondary water; and shall have a separate (from the District) physical connection to the Weber Basin Water system.
- e. Developer shall ensure, among other things, that there are no cross-connections between the District’s culinary water system and the Developer’s secondary water system.
- f. Developer shall finish obtaining any necessary approvals from Weber County required for the Developer’s private secondary water system.
- g. This private secondary water system shall be owned in perpetuity by Developer (Terakee Farms, Inc.), which shall be responsible for the long-term service and maintenance, according to the Improvement Regulations, of said private secondary water system.
- h. Developer shall be responsible, through or with the assistance of Weber County or the appropriate entity or entities, to charge, collect, and account for any necessary impact fees, connection fees, service and maintenance fees, or other fees or charges for the construction, operation, and maintenance of this private secondary water system.
- i. Developer shall ensure that each lot on the Property is properly metered, with the amount of secondary water available to each lot to be placed on the final subdivision plat.
- j. Developer shall not use the culinary water from the District for its private secondary water system; and Developer shall not use the water it receives from Weber Basin Water for culinary water purposes. Developer agrees that the District retains the right “lock out” or disconnect any secondary water connection on the Property if the District has reasonable evidence that said connection imposes a health or safety risk to the District’s culinary water system.
- k. Neither the Developer nor the owners or residents of the lots on the Property may use the private secondary water system for any culinary water use.
- l. Developer shall comply with all other requirements set forth in any other agreement or promulgated by any governmental agency.

- m. Developer shall indemnify and hold harmless the District for claims, issues, and causes of action arising from the construction, maintenance, and operation of this private secondary water system.
3. District Obligations. Upon completion of Developer's obligations set forth above:
- a. The District shall allow Developer to connect the lots on the Property to the District's culinary water system; and
 - b. The District shall provide culinary water service for these lots on the Property, in accordance with its regular policies and procedures.
4. Ownership of System Improvements. The District shall own, operate, and be responsible for its culinary water public improvements; and the Developer shall own, operate, and be responsible for its private secondary water system improvements.
5. Term of Agreement. This Agreement shall terminate fifty (50) years following the effective date of the Agreement or at such earlier time agreed upon by the Parties, by operation of law, or as allowed by the policies of the District. This Agreement may be renewed, in writing, by the Parties.
6. Effect of Agreement. Nothing in this Agreement shall be construed to relieve Developer of any obligations imposed on Developer by Federal, State, District, or local laws, ordinances, regulations, or standards. The terms and conditions of this Agreement shall be in addition to the terms and conditions of any other agreements applicable to the Property.
7. Waiver and Covenant Not to Sue. Developer specifically agrees to accept the terms of this Agreement. Developer hereby waives any rights or claims against the District, of any kind or source, with respect to the negotiation of this Agreement and the placement of private secondary water system improvements.
8. Assignment. Neither the Agreement nor any of its provisions, terms, or conditions may be assigned to any other party, individual, or entity without assigning the rights as well as the responsibilities and without the prior written consent of the District.
9. Entire Agreement. This Agreement contains the entire agreement and understanding of the Parties with respect to Developer's placement of its private secondary water system improvements on the Property.
10. Binding Effect. This Agreement shall be binding upon the Parties hereto and their respective officers, employees, representatives, agents, members, successors, and assigns.
11. Validity and Severability. In the event a court, governmental agency, or regulatory agency with proper jurisdiction determines that any provision of this Agreement is unlawful, that

provision shall terminate. If a provision is terminated, but the Parties can legally, commercially, and practicably continue to perform this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

12. Amendment. This Agreement may be amended only in a written document signed by the Parties hereto.

13. Controlling Law, Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Utah. Venue shall be in Weber County, Utah.

IN WITNESS WHEREOF, the Parties hereto have executed this Development Agreement as of the day and year first hereinabove written.

DISTRICT:

TAYLOR WEST WEBER WATER IMPROVEMENT DISTRICT,
a district and political subdivision of the State of Utah:

By: Brent Fowers
Board Chair

ATTEST:
Shelley Hadley
District Clerk

Name:

Date: 1-21-2020

DISTRICT ACKNOWLEDGEMENT:

STATE OF UTAH)
 : ss.
County of Weber)

On this 21 day of January, 2020, before the undersigned notary public in and for the said state, personally appeared Brent Fowers, known or identified to me to be the Board Chair of the Taylor West Weber Water Improvement District and the person who executed the foregoing instrument on behalf of said District and acknowledged to me that said District executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Shelley Hadley
Notary Public for Utah

Exhibit A

Plat for the "Property"
(Terakee Village PRUD Subdivision in unincorporated Weber County, Utah)

Parcel Numbers _____ :

Legal Description: