

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

This Agreement is entered into this 22 day of June, 2022, by and between Terakee Farms, Inc., a Utah nonprofit corporation ("Terakee Farms") and the Taylor West Weber Water Improvement District, a district and political subdivision of the State of Utah (the "District"). Terakee Farms and District are collectively referred to herein as "Parties," and each may be referred to individually as "Party".

RECITALS

- A. Terakee Farms, in conjunction with Heritage Land Development, LLC ("Heritage"), desires to develop certain property identified as the Terakee Farm – No. 1, a PRUD subdivision (approximately 40 lots), located in the unincorporated area of Weber County, Utah, as reflected in Exhibit "A" (the "Property").
- B. Terakee Farms and Heritage desire 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. Terakee Farms also desires to create a secondary water system for the Property. This secondary water system would be a private system solely owned by Terakee Farms. Terakee Farms would also ensure, among other things, that there are no cross-connections between the District's culinary water system and the Terakee Farms secondary water system. Weber County has approved the Terakee Farms secondary water system consistent with the design and associated model prepared and signed by Great Basin Engineering of South Ogden, Utah and provided to Weber County.
- 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 herein incorporated by reference into this Agreement and are made a part hereof.
- 2. Terakee Farms Obligations.
 - a. Terakee Farms 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 drawings (collectively, the "Improvement Regulations"), construct and install, or cause to be constructed and installed, the private secondary water system improvements.

- b. Terakee Farms shall, at its own expense, acquire necessary real property interests for the construction and installation of the private secondary water system improvements.
- c. Terakee Farms shall own, operate, and be responsible for the its private secondary water system.
- d. Terakee Farms private secondary water system shall operate separately (from the District) with residential lot owners within the Subdivision being required to connect to the Terakee Farms private system.
- e. Terakee Farms shall ensure, and among other things, that there are no cross-connections between the District's culinary water system and the Terakee Farms' secondary water system.
- f. This private secondary water system shall be owned in perpetuity by Terakee Farms, which shall be responsible for the long-term service and maintenance of said private secondary water system.
- g. The amount of secondary water required for Phase No. 1 of Terakee Farms PRUD Subdivision (40 residential lots) is shown on Exhibit "B" and is consistent with Great Basin Engineering's secondary water study and shall be and remain irrevocably committed to Terakee Farms secondary water system and shall not be alienated, transferred, conveyed, or assigned, in whole or in part. A Secondary Water Notice will be recorded along with the final plat for each phase of Terakee Farms PRUD Subdivision. Each owner of a residential lot will be required to sign an agreement with Terakee Farms, Inc. for secondary water services prior to culinary water services being provided by the District.
- h. Terakee Farms shall be responsible to charge, collect, and account for any necessary impact fees, connection fees, service fees, or other fees or charges for the construction, operation, and maintenance of Terakee Farms private secondary water system.
- i. Terakee Farms shall ensure that each lot on the Property is properly metered, with the amount of secondary water available to each lot to be recorded with the final Subdivision plat.
- j. Terakee Farms shall be responsible to ensure that the pressurized secondary water system to each lot operates at minimum levels shown in Marriott Slaterville's secondary water standards adopted by Terakee Farms and levels designed by Great Basin Engineering.
- k. Terakee Farms shall not use the culinary water from the District for its private secondary water system. Terakee Farms will not use Water Rights it exclusively owns for culinary water purposes unless the District refuses to provide culinary water to the Subdivision. Developer agrees that the District retains the right to "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.

- l. Terakee Farms nor the owners or residents of the lots on the Property may NOT use the private secondary water system for any culinary water use.
 - m. Terakee Farms shall comply with all other requirements set forth in any other agreement or promulgated by any government agency.
 - n. Terakee Farms shall establish an Improvement Guarantee Agreement with Weber County for the construction of Terakee's pressurized secondary water system before building permits shall be issued for any lots in the Property.
 - o. Terakee Farms shall allow the District to inspect the pressurized secondary water system during construction and at any time after construction and while the pressurized secondary water system is in operation.
3. District Obligations. Upon completion of the secondary system's obligations set forth above:
 - a. The District shall allow Terakee Farms or other owner of the lots, including Heritage, to connect the lots on the Property to the District's culinary water system once the pressurized system is operational with at least 50 psi.
 - 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 Terakee Farms 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 Terakee Farms of any obligations imposed on Heritage Farms by Federal, State, District, or local laws, ordinances, regulation, 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. Terakee Farms specifically agrees to accept the terms of this Agreement. Terakee Farms hereby waives any rights or claims against the District, of any kind or source, with respect to the negotiation of the Agreement and the placement of private secondary water system improvements.

8. Assignment. Neither this 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 Terakee Farms placement of its private secondary water system improvement 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 property jurisdiction determines that any provision of the Agreement is unlawful, that provision shall terminate. If a provision is terminated, but the Parties can legally, commercially, and practically continue to perform this Agreement without the terminate 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.

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

Water District and Terakee Farms Signatures & Acknowledgments shown on next pages

Taylor West Weber Water Improvement District,
A district and political subdivision of the State of Utah:

By: 
Board Chair

Name: Brian Edwards

ATTEST:

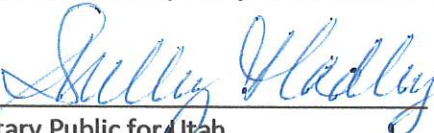
District Clerk Manager

Date: 6/22/2022

DISTRICT ACKNOWLEDGEMENT:

STATE OF UTAH)
 :SS.
County of Weber)

On this 22 day of June, 2022, before the undersigned notary public in and for the said state, personally appeared Brian Edwards, 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.


Notary Public for Utah



**Terakee Farms,
A Utah Corporation**

By: Brad Blanch
(Signature)

Name: Brad Blanch
(Print or Type)

Title: President

Date: 5/31/2022

TERAKEE FARMS ACKNOWLEDGEMENT:

STATE OF UTAH)

:SS.

County of Weber)

On this 31st day of May, 2022, before the undersigned notary public in and for the said state, personally appeared Brad Blanch, known or identified to me to be a President of Terakee Farms, Inc., and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

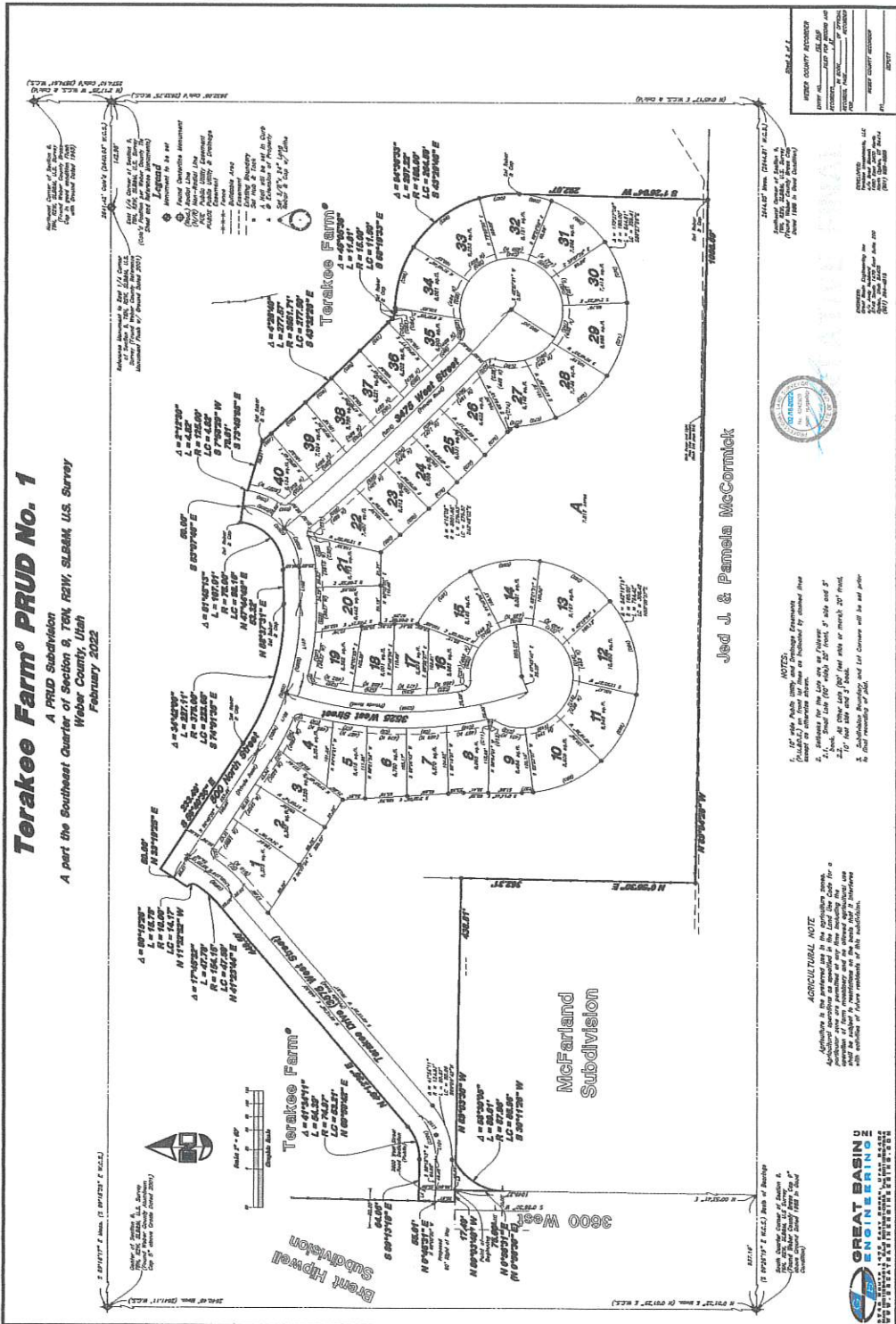
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



[Signature]
Notary Public for Utah

Terakee Farm[®] PRUD No. 1

A PRUD Subdivision
 A part of the Southeast Quarter of Section 8, T8N, R21W, S28&M U.S. Survey
 Weber County, Utah
 February, 2022



OWNER	Jed J. & Pamela McCormick
PREPARED BY	GREAT BASIN ENGINEERING
DATE	FEBRUARY 2022
PROJECT NO.	2022-001
SCALE	AS SHOWN
REVISIONS	

NOTES

1. 10' wide Public Utility Easements (shown in blue) are shown as indicated by owner's lines.
2. Easements for the L&N are as follows:
 a. 10' wide Right-of-Way (10' wide) 20' wide, 5' wide and 5' wide.
 b. 10' wide Right-of-Way (10' wide) 20' wide, 5' wide and 5' wide.
3. Subdivision boundaries and lot corners will be set per the field recording of plat.



AGRICULTURAL NOTE

Subdivision is shown as indicated in the field recording of plat. Agricultural operations as indicated in the field recording of plat are shown as indicated in the field recording of plat. The subdivision is shown as indicated in the field recording of plat. The subdivision is shown as indicated in the field recording of plat.

TERAKEE FARM

Subdivision of Terakee Farm, PRUD No. 1, showing lots 1 through 40. The map includes bearings and distances for all boundaries, lot areas, and curve data (A, L, R, LC).

McFarland Subdivision

Subdivision of McFarland, showing lots 1 through 10. The map includes bearings and distances for all boundaries, lot areas, and curve data (A, L, R, LC).

Brent Hipwell Subdivision

Subdivision of Brent Hipwell, showing lots 1 through 10. The map includes bearings and distances for all boundaries, lot areas, and curve data (A, L, R, LC).

3600 West Subdivision

Subdivision of 3600 West, showing lots 1 through 10. The map includes bearings and distances for all boundaries, lot areas, and curve data (A, L, R, LC).

GREAT BASIN ENGINEERING

Professional Engineer License No. 10001, State of Utah

Exhibit "B"

SECONDARY WATER NOTICE

Terakee Farms PRUD Subdivision Phase #1

This SECONDARY WATER NOTICE ("Notice") is made and effective on the date the Terakee Farms PRUD Phase #1 ("Development") is recorded with the Weber County ("County") Records Office.

RECITALS

- A. Terakee Farms PRUD Subdivision Phase #1 is an approved development in Weber County, State of Utah.
- B. The Development consists of forty (40) residential units.
- C. Culinary Water will be provided by a local water district and will not be allowed to be used for landscaping and/or yard irrigation.
- D. This Notice provides the maximum ANNUAL amount of secondary water available from April 15th through October 31st each year for residential landscaping and irrigation of yards.
- E. Native landscaping and water conservation practices will be used throughout the Development.
- F. A one-time secondary water impact fee will be assessed by Terakee Farms, Inc. upon the obtaining of a building permit from the County.
- G. Terakee Farms, Inc. will assess annually the owner of each residential lot within the Development for the long-term care and maintenance of the secondary water system.

SECONDARY WATER NOTICE

The maximum annual acre-feet of secondary water available for landscaping and yard irrigation for each RESIDENTIAL UNIT shall be:

#1	0.25	#11	0.23	#21	0.12	#31	0.16
#2	0.20	#12	0.31	#22	0.16	#32	0.19
#3	0.15	#13	0.24	#23	0.09	#33	0.24
#4	0.09	#14	0.19	#24	0.09	#34	0.19
#5	0.11	#15	0.19	#25	0.09	#35	0.11
#6	0.13	#16	0.09	#26	0.12	#36	0.10
#7	0.12	#17	0.09	#27	0.19	#37	0.10
#8	0.14	#18	0.09	#28	0.17	#38	0.08
#9	0.11	#19	0.11	#29	0.23	#39	0.14
#10	0.21	#20	0.11	#30	0.16	#40	0.10