

Lakeview Water Corporation / Mountain Sewer Corporation

P.O. Box 314
Huntsville, UT 84317

WILL SERVE LETTER FOR WATER AND SEWER SERVICE

October 26, 2022

Property: Weber County Parcel No. 20-035-0086 (6.67 Acres)

Property Address: N/A (no physical address as of the date of this letter)

Property Owner: Samarel Family Investment Company, LLC

Property Owner Mailing Address: 1510 Asbury Avenue, Winnetka, IL 60093-1468

This letter (“**Will Serve Letter**”) serves to confirm that, subject to the Property Owner’s delivery of the Assignment and payment of connection fees and impact fees as set forth below, Lakeview Water Corporation and Mountain Sewer Corporation (collectively, the “**Company**”) will provide the following culinary water (including outdoor watering) (“**Water Service**”) and sanitary sewer service (“**Sewer Service**”) to the above-referenced Property:

- Two (2) Residential Water Connections
- Two (2) Residential Sewer Connections

Property Owner acknowledges, understands and agrees that Water Service and Sewer Service provided by the Company will be for residential purposes only. The Company will not provide Water Service or Sewer Service for any other purposes whatsoever, including, for example, but without limitation, retail businesses, recreation lodges, or any form of overnight lodging such as hotels, inns, hostels, bed and breakfast inns, camping sites, or residential or commercial short-term rentals.

Property Owner further acknowledges, understands and agrees that each water/sewer connection must be connected to no more than one (1) residential dwelling. As provided under the Weber County Land Use Code, any accessory dwelling unit (ADU) shall be deemed a separate residential dwelling, which must independently served by a separate water/sewer connection.

Due to the current serious drought conditions and their impact on the Company’s water sources, Water Service is subject to the Company having sufficient water capacity to serve the Property. **As of the date of this Will Serve Letter, the Company represents that it can provide Water Service.** However, if the water sources of the Company are insufficient to serve existing customers and a general moratorium on new connections to the Company’s water system is adopted and imposed by the Company, the Property will not be permitted to connect to the Company’s water system until such moratorium has been rescinded by the Company. The Property shall have priority of connection to the Company’s water system over any other such connections that may be reserved or paid for by other applicants after the date of this letter. **The Property Owner acknowledges this risk by acceptance of this Will Serve Letter.**

In order to ensure compliance with the requirements of this will serve letter, the Property Owner must submit to the Company a copy of any and all plans to subdivide and/or improve the Property, including, for example but without limitation, any proposed subdivision plat maps and any plans for the construction of any dwellings or any other structures that will utilize the Water Service or Sewer Service (collectively, the "**Improvement Plans**").

No later than fourteen (10) business days following the date of this letter, Property Owner must deliver to Lakeview Water Corporation ("**LWC**") an executed and notarized original of that certain Assignment, under which the Property Owner assigns to LWC 2.0 acre feet of water. The Company has delivered to the Property Owner a copy of the Assignment, which has been reviewed and approved by the Weber Basin Water Conservancy District.

No later than ten (10) business days following the date of this letter, Property Owner must also deliver to the Company connection fees totaling \$17,000 (\$3,500 for each Water Connection and \$5,000 for each Sewer Connection). Following the Company's review and approval of the Improvement Plans, the Company will deliver to the Property Owner written notification of the impact fees the Property Owner must also pay before the Company will provide any Water Service or Sewer Service to the Property. The amount of the impact fees will depend upon the scope and nature of the Property Owner's proposed improvements to the Property.

As set forth under Regulation No. 11 of the Lakeview Water Tariff dated May 15, 1982, the size of the water connection will be $\frac{3}{4}$ inch. Lakeview Water shall have no responsibility or liability whatsoever for determining the sufficiency of the $\frac{3}{4}$ inch water connection for any dwellings or any other structures or improvements that may be constructed on the Property.

Except for scheduled maintenance and construction, power failures, natural disasters, and unforeseen circumstances, Water Service and Sewer Service will be provided to the Property in accordance with federal, state, and local laws, rules, regulations, ordinances, and standards.


Additionally, Water Service and Sewer Service to the Property is subject to and contingent upon the following terms of service:

1. Compliance with the Company's policies and procedures, as such policies and procedures may be amended from time to time;
2. Natural fluctuations in the Company's water sources;
3. Subsequent rules, regulations, and/or decisions by local government, the Utah Division of Water Rights, the Utah Division of Water Resources, the United States Department of the Interior, or any other applicable governmental agency;

4. The Property Owner's payment of hook-up costs and billing invoices for Water Service and Sewer Service. Failure to pay such costs and billing invoices will result in temporary suspension and/or permanent cessation of Water Service and/or Sewer Service; and
5. The Property Owner entering into a Water/Sewer Service Agreement with the Company.


Upon receipt of Water Service and Sewer Service from the Company, the Property Owner agrees to (a) the foregoing terms of service and (b) the Company's policies and procedures, as such policies and procedures may change from time to time.

Sincerely,

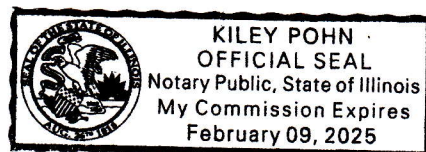

Ray Bowden, President
Lakeview Water Corporation /
Mountain Sewer Corporation

ACKNOWLEDGED AND AGREED

Samarel Family Investment Company, LLC
a Utah limited liability company

By: 
Name: ALLEN M SAMAREL MD
Title: MANAGING MEMBER

Sworn and subscribed before me this 27th day of October, 2022.
State of Illinois
County of Cook




Kiley Pohn