

**DEVELOPMENT AGREEMENT WITH
RIVERBEND HOLDINGS, LLC**

This Agreement is entered into this 20th day of September, 2021, by and between Riverbend Holdings, LLC, a Utah Limited Liability Company ("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 Riverbend Subdivision (approximately 97 lots), 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 pressurized secondary water system for the Property. This secondary water system would be a private system initially owned and operated by Developer and subsequently transferred to a homeowners association or a water company (the "System Owner"). Developer is obtaining ownership of 35 acre feet of water rights allowing the diversion of water from the Weber River (the "River Rights"), which can be used for pressurized secondary irrigation for the lots in the Property. This private secondary water system will be operated separately (from the District); and will have a separate (from the District) physical connection to the Weber River. Developer will also ensure, among other things, that there are no cross-connections between the District's culinary water system and the secondary water system. Developer asserts that Weber County has approved the 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 herein 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

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,.
- d. This private secondary water system shall be operated separately (from the District) ; and shall have a separate (from the District) physical connection to the Weber River.
- e. Developer shall ensure, and among other things, that there are no cross-connections between the District's culinary water system and the secondary water system.
- f. Developer shall finish obtaining any necessary approvals from Weber County required for the private secondary water system.
- g. This private secondary water system and the River Rights shall be owned in perpetuity by the Developer until such time that the private secondary water system may be transferred to the System Owner. Developer shall be responsible for the long-term service and maintenance, according to the improvement regulations of said private secondary water system until the rights and responsibilities of this Agreement are assigned to the System Owner in accordance with Section 8 of this Agreement.
- h. In the event that Developer's agreement with a third party should terminate or fail or otherwise become null and void, Developer agrees and understands that Developer retains complete and total responsibility for ensuring that the private pressurized secondary water system shall continue to operate as contemplated under the terms of this Agreement. Developer agrees that this responsibility includes but is not limited to all financial costs and burdens associated with obtaining any necessary water rights and shares, infrastructure, and improvements necessary to meet Developer's obligations to supply the requisite amount of pressurized secondary water.
- i. The culinary and secondary water systems must be constructed and operational in accordance with Weber county ordinance, and the ownership of the River Rights must be transferred to the System Owner before District's consent of occupancy can occur.
- j. 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.
- k. Developer shall be responsible for ensuring that the pressurized secondary water system to each lot operates with a minimum of 50 p.s.i.
- l. 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 the River Rights for culinary water purposes. 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.

- m. 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.
 - n. Developer shall comply with all other requirements set forth in any other agreement or promulgated by any governmental agency.
 - o. Developer shall release, indemnify, and hold harmless the District and its officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys’ fees, and expenses arising out of Developer’s failure to perform any of Developer’s duties and obligations hereunder or in connection with the negligent performance of Developer’s duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys’ fees, and expenses incurred on behalf of the District arising out of Developer’s breach of contract, negligence, or other tortious conduct.
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 System User shall own, operate, and be responsible for the 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, 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. 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 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. The District shall respond within two regularly scheduled District Board meetings. The response shall not be unreasonably withheld.
9. Entire Agreement. This Agreement contains the entire agreement and understanding of the Parties with respect to Developer's placement of the 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.

[signature page to follow]

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: Bren Edwards
Board Chair

Name:

ATTEST:

Sully Hadley
District Clerk

Date: 9-20-2020

DISTRICT ACKNOWLEDGEMENT:

STATE OF UTAH)
 :SS.
County of Weber)

On this 20th day of September, 2021, before the undersigned notary public in and for the said state, personally appeared Bren 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.

Sully Hadley
Notary Public for Utah



DEVELOPER:

RIVERBEND HOLDINGS, LLC,
A Utah Limited Liability Company

By: Bryan Bayles
(Signature)

Name: Bryan Bayles
(Print or Type)

Title: Member
(Manager or Member)

Date: 9/20/2021

DEVELOPER ACKNOWLEDGEMENT:

STATE OF UTAH)
 :SS.

County of Weber)

On this 20th day of September, 2021, before the undersigned notary public in and for the said state, personally appeared Bryan Bayles, known or identified to me to be a Member of RIVERBEND HOLDINGS, LLC, 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.



Shelley Hadley
Notary Public for Utah