

**TERAKEE FARMS, INC. & WEBER COUNTY  
SEWER DEVELOPMENT REIMBURSEMENT AGREEMENT**

This Agreement is entered into between Weber County, Utah, a political subdivision and body politic of the State of Utah, hereinafter referred to as "County", and Terakee Farms, Inc., a Utah corporation located in Weber County, State of Utah, hereinafter referred to as "Terakee".

**RECITALS**

**WHEREAS**, Terakee has been working with the County and the Central Weber Sewer District in order to provide sewer services to Terakee developments along 900 South in West Weber, Weber County, State of Utah; and,

**WHEREAS**, County is willing to assume ownership and maintenance of the sewer line installed by Terakee, which is more particularly described as starting at the existing connection in front of West Weber Elementary (approximately 4153 West 900 South) and which is expected to extend west to approximately 4575 West 900 South; and,

**WHEREAS**, Terakee is willing to install a sewer system with capacity in excess of that which is needed for Terakee's particular developments and assume the initial costs related thereto; and,

**WHEREAS**, County and Terakee have negotiated the terms of this Reimbursement Agreement, which terms are acceptable to both parties;

NOW THEREFORE, Terakee and County agree as follows:

**SECTION ONE  
PURPOSE OF AGREEMENT**

The purpose of this Agreement is to reimburse Terakee for certain costs incurred for sewer development which exceed the costs related to sewer development for Terakee developments.

**SECTION TWO  
AGREEMENT PERIOD**

The rights and responsibilities of the parties under this agreement do not arise until the plat for either the Terakee Meadow subdivision or The Barn @ Terakee Farms Planned Residential Unit Development subdivision has been approved by Weber County and has been recorded.

This Agreement is for a period not to exceed 15 years effective upon the date this Agreement is signed, unless otherwise extended by County in writing. The Agreement will terminate immediately upon the occurrence of any of the following events:

- a. Terakee fails to commence installation of the sewer line by January 1, 2022.
- b. Terakee notifies the County in writing that it no longer intends to install the sewer line.
- c. After starting the installation of the sewer line, Terakee stops construction of the line for a period of one year.
- d. Terakee ceases to exist.
- e. Terakee receives reimbursement payments that reach or exceed 62% of Terakee's costs in installing the sewer line extension. This provision is intended as a cap on reimbursements, to prevent developers and owners from having to continue to pay Terakee after its proportionate share of the costs have been reimbursed.

### **SECTION THREE REIMBURSEMENT PAYMENTS**

Developers or owners of future subdivisions or other developments or structures who apply, during the term of this Agreement, for approval to connect to Terakee's extension of the sewer line along 900 South in West Weber will be required to reimburse Terakee in the amount of \$3,000.00 per equivalent residential unit (ERU). Payment shall be made to the County, which shall then make the payments to Terakee on a quarterly basis. The developer or owner who submits the application and payment must also include payment of a separate \$200.00 administrative fee, to cover the County's administrative costs. Building permits and other permits required for occupancy or business operation will not be issued until after the required payment has been made. Before receiving any reimbursement payments, Terakee must submit documentation to the County showing its total costs incurred in installing the sewer line extension.

### **SECTION FOUR OWNERSHIP, MAINTENANCE FEES AND BILLINGS**

County shall assume ownership of the sewer lines installed by Terakee after the lines are completed and approved by the County. County may also impose a reasonable monthly service fee on each sewer connection. County shall assume responsibility for all billings related to monthly service fees.

### **SECTION FIVE GOVERNING LAW**

This Agreement shall be governed and construed by the laws of the State of Utah.

**SECTION SIX  
ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between Terakee and County and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2020.



Terakee Farms, Inc.

\_\_\_\_\_

Chair

Weber County Board of Commissioners

Attest:

\_\_\_\_\_

Ricky Hatch

Weber County Clerk/Auditor