

**SADDLEWOOD ESTATES SUBDIVISION & 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 Saddlewood Development, a Utah corporation located in Box Elder County, State of Utah, hereinafter referred to as "Saddlewood".

**RECITALS**

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

**WHEREAS**, County is willing to assume ownership and maintenance of the sewer line installed by Saddlewood, which is more particularly described as starting at the existing manhole in 2200 South near the 2200 South Lift Station ( approximately 4905 W 2200 S) and which is expected to extend west to 5100 West and go north to 1900 South; and,

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

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

NOW THEREFORE, Saddlewood and County agree as follows:

**SECTION ONE  
PURPOSE OF AGREEMENT**

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

**SECTION TWO  
AGREEMENT PERIOD**

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

- a. Saddlewood fails to commence installation of the sewer line by January 1, 2023.
- b. Saddlewood notifies the County in writing that it no longer intends to install the sewer line.

- c. After starting the installation of the sewer line, Saddlewood stops construction of the line for a period of one year.
- d. Saddlewood ceases to exist.

**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 Saddlewood's extension of the sewer line will be required to reimburse Saddlewood in the amount of \$380.00 per equivalent residential unit (ERU). Payment shall be made to the County, which shall then make the payments to Saddlewood 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, per application, 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, Saddlewood 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 Saddlewood 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 maintenance 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 Saddlewood 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.

(Signatures on next page)

DATED this 16 day of March 2022.



\_\_\_\_\_  
Saddlewood Development

\_\_\_\_\_  
Chair  
Weber County Board of Commissioners

Attest:

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Ricky Hatch  
Weber County Clerk/Auditor