

**AGREEMENT BETWEEN
GRANTSVILLE CITY AND HOLLY HOWARD**

THIS INFRASTRUCTURE AGREEMENT (the "Agreement") is made and entered into as of this 20th day of May, 2013, by and between Grantsville City, a municipal corporation organized and existing under the laws of the State of Utah (hereafter "City") and Gary Christley, (hereafter "Property Owner").

RECITALS:

WHEREAS, City and Property Owner entered into an agreement in February, 2004, in which Property Owner was granted the equivalent of five (5) capital facilities (sewer) impact fees. This award has a current value of eleven thousand three hundred eighty dollars and zero cents (\$11,380.00);

WHEREAS, City and Property Owner are willing to enter into this Agreement for the purpose of allowing Property Owner the ability to redeem the value of their previous agreement;

WHEREAS, Property Owner owns real property located at 210, 220, 230, and 240 Old Lincoln Highway, Grantsville Utah;

WHEREAS, Property Owner currently wishes to connect the above listed real property to City's culinary water and sewer facilities;

WHEREAS, the City's current impact fees for each connection for the real property listed are two thousand eight hundred twenty eight dollars and zero cents (\$2,828.00) for a culinary water connection, Property Owner needs four (4) of these connections. One thousand two hundred sixty dollars and zero cents (\$1,260.00) for a water acquisition fee, Property owner needs four (4) of said acquisitions. Two thousand two hundred seventy six dollars and zero cents (\$2,276.00) for a sewer connection, Property Owner needs four (4) of these connections. Eight hundred sixty four dollars and zero cents (\$864.00) for an outdoor water use impact fee, Property Owner needs to pay this for the entire property as a one (1) time amount;

WHEREAS, Property Owner agrees to pay City in the amount of twenty six thousand three hundred twenty dollars and zero cents (\$26,320.00) for the capital facilities fees that are associated with the real property as presented herein; and

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and conditions set forth herein, the parties mutually agree as follows:

TERMS OF AGREEMENT

Section I.

1. City and Property Owner agree that Property Owner will currently pay the associated cost with units 210 and 240 as listed above, making the amount of his current capital facilities fees due to thirteen thousand one hundred sixty dollars and zero cents (\$13,160.00). The Parties agree that Property Owner shall use the value of his agreement dated February, 2004 which totals eleven thousand three hundred eighty dollars and zero cents (\$11,380.00) toward the amount of the current capital facilities obligation. Therefore, the Parties agree that Property Owner owes an outstanding balance in the amount of one thousand seven hundred eight dollars and zero cent (\$1,780.00) for capital facilities (water and sewer) associated with the real property at 200 and 210 Old Lincoln Highway.
2. City and Property Owner agree that Property Owner owes thirteen thousand one hundred sixty dollars and zero cents (\$13,160.00) for capital facilities (water and sewer) associated with the real property located at 230 and 240 Old Lincoln Highway. The Parties agree that Property Owner may pay this amount in full to connect the remaining units to the City's infrastructure or Property Owner may connect these units individually at separate times with Property Owner having to pay six thousand eighty dollars and zero cents (\$6,080.00) for the individual unit connection for capital facilities (water and sewer).
3. City and Property Owner agree that water and sewer cannot be used in units 230 and 240 without the Parties fully complying with terms herein, including full payment of the required capital facilities (water and sewer) amounts as listed. That City reserves its right to enter and inspect all units to insure that said capital facilities (water and sewer) are not being used without payment or compliance.
4. City and Property Owner agree that City has completed and complied with all legal requirements between the Parties regarding their February 2004 agreement and that neither Party at this time has any further requirement or obligation regarding said agreement.

ENTIRE AGREEMENT

Section II

This Agreement constitutes the entire understanding and agreement of the parties and any and all prior agreements, understandings or representations are hereby terminated and canceled in their entirety and are of no force and effect.

NO THIRD PARTY BENEFICIARIES

Section III

This Agreement shall not be deemed to create any right in any person who is not a party to this agreement.

APPLICATION LAW

Section IV

This Agreement shall, in all respects, be governed by the laws of the State of Utah and any suit to enforce this agreement shall be brought in the Third District Court in and for Tooele County, Utah.

ADDITIONAL ACTION

Section V

The parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

INDUCEMENT

Section VI

The making and execution of this Agreement has not been induced by any representation, statement, warranty or agreement other than those herein expressed.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

GRANTSVILLE CITY

HOLLY HOWARD
PROPERTY OWNER

By: *Brent Marshall*
Mayor Brent Marshall

By: *Holly Christina*
Holly Howard aka Holly Howard

ATTEST:

Jennifer Huffman
Jennifer Huffman
Deputy Grantsville City Recorder

