

When Recorded Return To:
Washington City
111 North 100 East
Washington, Utah 84780

Tax ID: W-5-2-36-322

MAJESTIC HILLS PHASES 3&4 REIMBURSEMENT AGREEMENT

This Majestic Hills Phases 3&4 Reimbursement Agreement (the "Agreement") is entered into this 30th day of September, 2019, between the Washington City, a municipal corporation of the State of Utah (hereinafter the "City"), and D & G Property Holdings LLC (hereinafter the "Developer"). City and Developer are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, Developer is proposing to construct a residential subdivision on parcel W-5-2-36-322, which parcel is owned by Developer (the "Property"); and

WHEREAS, there is a master plan by the City to extend a proposed sanitary sewer trunk pipe in the proposed 3650 South right-of-way through the Property; and

WHEREAS, City, as part of the Sanitary Sewer Capital Facilities Master Plan, has a capital project to convey sewage from parcels east of the Property to existing sanitary sewer facilities in proposed 3650 South, for which this capital project is eligible for sanitary sewer impact fee credit; and

WHEREAS, based on the sanitary sewer master plan by the City, the sewage for the parcels east of the Property is to be collected and conveyed through the proposed sanitary sewer infrastructure to the existing sanitary sewer facilities in 3650 South; and

WHEREAS, the Developer cannot receive additional sanitary sewer impact fee credit, the City has agreed to pay for sanitary sewer infrastructure as shown on the construction drawings for the Majestic Hills Phases 3&4 project; and

WHEREAS, City, acting pursuant to its authority under Utah Code Annotated, Section 10-9a-101, et. seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has determined this Agreement is in the best interest of the citizens of Washington City, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

NOW THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Developer agree as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are incorporated herein by reference.
2. **The Project.** At its own expense, Developer shall design and stake the sanitary sewer infrastructure in the locations shown on the approved construction drawings for the Majestic Hills Phases 3&4 project.

City agrees to reimburse Developer the cost to install the sanitary sewer system, and the costs to install the sanitary sewer system, are shown on Exhibit A, attached hereto and incorporated herein. All of the improvements for the sanitary sewer infrastructure described in the approved construction drawings for the Majestic Hills Phases 3&4 and this paragraph will be referred to as the "Agreement Improvements."

3. **Representatives.** The representative for the City for this Project will be Brandon Wright. The representative for the Developer will be Doug Dennett.
4. **Reimbursement.** City agrees to reimburse Developer the cost of the Agreement Improvements, as shown on the attached Exhibit A, in the total amount not to exceed \$85,831.00. The amount of City's obligation for reimbursement shall not increase due to an increase in the costs of construction without express written consent of City. City shall reimburse Developer for the Agreement Improvements listed on Exhibit A within 60 days of the sanitary sewer improvements being installed and approved by the City.
5. **Changes to Contract Documents.** Changes to the contract documents that increase the City's cost participation to install the sanitary sewer improvements will not be made without written consent from all parties or their assigns.
6. **Project Approvals and Compliance with City Design and Construction Standards.** Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with City Ordinances and City Standard Specifications for Design and Construction, or all applicable requirements of the City necessary for approval of any development of Developer's property, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City, except as specifically modified or waived in this Agreement.
7. **Indemnity and Liability.** Developer shall hold harmless and indemnify City, and its employees and agents, against any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability,

damage, claim, cost, charge, demand, or expense, including attorney's fees) for injury or death to persons, including employees of City, and damage to property, including property of City, arising out of this Agreement.

8. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.
9. Attorney's Fees. Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fees, including appeals and bankruptcy proceedings. If either party commences legal action to enforce or interpret any term of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees, court costs, and any other costs incurred in connection with such action, whether at trial or on appeal.
10. Construction. Each of the parties has had the opportunity to review this Agreement with counsel of their choosing, and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this Agreement.
11. Notices. All notices required herein, and subsequent correspondence in connection with this Agreement shall be mailed to the following:

Washington City
Attn: Public Works Director
Michael D. Shaw
1305 E Washington Dam Rd
Washington, Utah, 84780

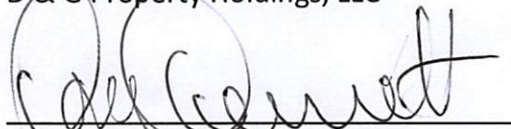
D & G Property Holdings, LLC
Attn: Doug Dennett
1413 S Sandhill Drive
Washington, Utah 84780

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

12. Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without prior written consent of City, which consent shall not be unreasonably withheld.

13. No Joint Venture, Partnership or Third Party Rights. This Agreement does not create any partnership, joint venture, undertaking, business arrangement or other arrangement between Developer and City. No term or provision of this Agreement is intended to be, nor shall be, for the benefit or obligation of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
14. Binding Effect. Subject to the provisions of this document above, all of the provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, heirs, representatives, officers, agents, employees, members, assigns, and receivers.
15. Integration. This Agreement contains all the terms and conditions pertaining to the subject matter hereof and, except with regard to zoning and other approvals upon which this Agreement is based, supersedes all prior negotiations, representations, promises, inducements or previous agreements between the parties, whether oral or written with respect to the subject matter. Any amendments hereto must be in writing and signed by the respective parties.
16. Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
17. Survival. It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
18. Headings. The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
19. Counterparts. This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
20. Modification. The terms and conditions of this Agreement may be amended or modified only by written agreement of the parties.
21. Authority of Parties. The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.

D & G Property Holdings, LLC



Doug Dennett, Owner

Washington City:

Kenneth F. Neilson, Mayor

Approved as to form:

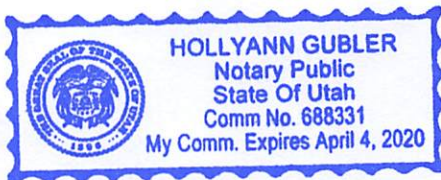
Attest:

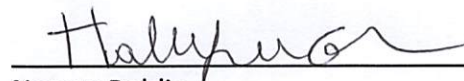
Jeffrey N. Starkey
City Attorney

Danice B. Bulloch, City Recorder

STATE OF UTAH)
 ss.
County of Washington)

On this the 30 day of September, 2019, before me
Hollyann Gubler, a notary public, personally appeared Doug Dennett,
proved on the basis of satisfactory evidence to be the person whose name is subscribed to in
this document, and acknowledged they executed the same.





Notary Public

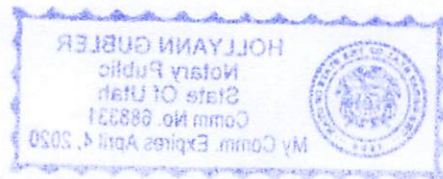


Exhibit A

OFFSITE SANITARY SEWER ESTIMATE

Subdivision/Project: Majestic Hills Phases 3&4
Location: Washington, Utah

Date: 09/05/19
Calculated by: TDP

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT COST	UNIT	ESTIMATED COST
OFFSITE SANITARY SEWER EXTENSION (3650 SOUTH ROADWAY)					
1	CLEAR AND GRUBBING	1	\$3,400.00	LS	\$3,400.00
2	MOBILIZATION	1	\$4,500.00	LS	\$4,500.00
3	ROUGH GRADING	630	\$7.00	CY	\$4,410.00
4	BEST MANAGEMENT PRACTICES	1	\$6,800.00	LS	\$6,800.00
5	15" PVC SDR-35 SEWER PIPE	1,339	\$39.00	LF	\$52,221.00
6	60" SEWER MANHOLE	3	\$4,000.00	EA	\$12,000.00
7	CONNECT TO EX. SSMH	1	\$1,500.00	EA	\$1,500.00
8	TRAFFIC CONTROL	1	\$1,000.00	EA	\$1,000.00
9	ENGINEERING				
10	CONTINGENCY				
11	SUBTOTAL				\$85,831.00