

IMPACT FEE AGREEMENT

This agreement is between **NEWMAN CONSTRUCTION LLC**, located at 13331 South Redwood Road, Riverton, Utah 84065 (hereinafter “Newman”), and **TOOELE COUNTY**, a body corporate and politic, located at 47 South Main Street, Tooele, Utah 84074 (hereinafter “County”).

RECITALS

1. Newman wishes to open and operate a gravel extraction operation located near Mormon Trail Road in the unincorporated area of Tooele County.
2. County is concerned about the additional impact such an operation will have on Mormon Trail Road. This road is already used by other gravel operations and other heavy vehicles.
3. Newman has offered to pay to County an impact fee of .05 (five cents) per tonnage for gravel extracted from this operation to mitigate the impact its operation will have on Mormon Trail Road.

AGREEMENT

1. Newman agrees to pay to County an impact fee of .05 (five cents) per tonnage for gravel extracted from this operation to mitigate the impact its operation will have on Mormon Trail Road. This fee will be paid to County quarterly. This fee will continue for the life of the gravel operation.
2. Newman agrees to obtain a business license in Tooele County and that sales tax revenue will be paid to Tooele County. A conditional use permit will not be granted until such time that Newman has obtained the proper business license in Tooele to operate and sell gravel from its gravel pit ensuring that all taxes will be paid to Tooele County.

3. During which time the gravel pit is in operation, Newman will do daily road checks on Mormon Trail that will cover 2 miles from the location of its Gravel Pit and remove any rocks or gravel along Mormon Trail that would be considered detrimental to the safety of any vehicles that would utilize Mormon Trail.

4. During which time the gravel pit is in operation, Newman will utilize water treatment to keep the levels of dust and dirt moderate at all times, while excavating such materials.

5. During which time the gravel pit is in operation, Newman will conduct weekly safety inspections of all equipment and weekly safety meetings will be held by its staff.

6. The parties agree that the execution of this agreement does not guarantee that County will approve of any land use application, including rezone and conditional use applications. However, if any land use applications which are necessary for the operation of the gravel business are not approved by County, this agreement will be deemed null and void.

7. If during the term of this agreement it is found that a specific clause is declared to be unlawful, the remainder of the agreement not affected by such a ruling shall remain in full force.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and their respective legal representatives.

9. In the event of default by any party hereto, the defaulting party shall pay all costs and expenses of each other party, including a reasonable attorney's fee, which may be incurred by such party in enforcing its rights and remedies resulting from such default.

10. It is expressly understood that this Agreement and any documents referred to herein constitute the entire agreement of the parties hereto with respect to the subject matter

pertaining thereto are hereby canceled.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year written below.

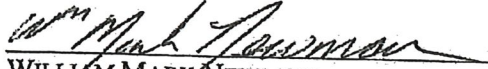
DATED this ^{16th} 18 day of June 2020.

TOOELE COUNTY



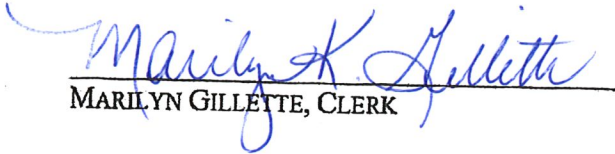
TOM TRIPP, CHAIRMAN
TOOELE COUNTY COMMISSION

NEWMAN CONSTRUCTION LLC



WILLIAM MARK NEWMAN
PRESIDENT

ATTEST:



MARILYN GILLETTE, CLERK

