



"W2524977"

E# 2524977 PG 1 OF 12
ERNEST D ROWLEY, WEBER COUNTY RECORDER
27-APR-11 129 PM FEE \$1.00 DEP HNP
REC. FOR: PLEASANT VIEW CITY

UTILITY IMPROVEMENTS PAYBACK AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of April 2011, by and between Pleasant View City, a Municipal Corporation of the State of Utah, hereinafter called "CITY" and the E. K Bailey Construction hereinafter called the "DEVELOPER".

WITNESSETH:

WHEREAS, the DEVELOPER has constructed a Commercial Subdivision, at the northwest corner of 2700 North and Highway 89 (Mountain View Landing), Pleasant View City, Weber County, State of Utah, and;

WHEREAS, the DEVELOPER must provide the utilities and improvements required by Pleasant View City Ordinances, in conjunction with the construction; and

WHEREAS, the DEVELOPER has agreed to pay for and install the utilities and improvements under the terms and conditions stated in the Agreement; and

WHEREAS, some of those improvements will directly benefit other properties that will develop in the future and are a part of the city's master plans; and

WHEREAS, the DEVELOPER desires to be reimbursed for a proportionate share of the COSTS associated with the construction of the utilities and improvements attributable to other future development and the city's master plans,

NOW THEREFORE, in consideration of the promises, covenants and conditions herein contained, and the sums of money to be paid, it is hereby agreed as follows:

1. Cost: That the DEVELOPER has paid for the construction work, a total sum as shown on the attached Memorandum of Understanding (the MEMORANDUM), which represents actual costs. The reimbursement part of the project is as shown on the MEMORANDUM,
2. Reimbursement: The CITY shall reimburse the DEVELOPER by paying the reimbursable costs as shown on the MEMORANDUM as such payments are approved by the City Council.
3. Recovery of costs: The City shall collect those amounts as shown on the MEMORANDUM from each entity who develops, subdivides or applies for a building permit on those parcels as shown in the MEMORANDUM and shall be entitled to the sole use of all such funds, The DEVELOPER shall provide, at no cost to the city the additional storage capacity in the future Bailey Storm Water Basin as shown in the MEMORANDUM.

4. Acceptance: The DEVELOPER specifically agrees to accept the funds in fact paid as full and final payment under this Agreement. Further, the DEVELOPER agrees to hold Pleasant View City harmless for any future connections or maintenance or operations relating to such utilities.

5. Ownership, Maintenance, and Inspection: Ownership of the utilities and improvements, which are the subject of this agreement, shall be with the CITY. The CITY will assume full responsibility for the maintenance of said utility improvements once they are completed and accepted.

6. Modification: Any changes or modifications of this Agreement by either party shall be in writing and signed by both parties.

7. Binding Affect of Agreement: This Agreement is binding on and shall insure to the benefit of the executors, administrators, heirs, successors, and assigns of the parties.

8. Validity and Severability: If any part of this Agreement is found to be invalid by a Court of competent jurisdiction, both parties shall be relieved from any and all responsibility under those provisions of this Agreement. Upon such a finding, all other provisions of this Agreement shall remain in force. If the Legislature of the State of Utah should pass a law which would invalidate any portion of this Agreement, both parties are released from further responsibility hereunder.

MEMORANDUM OF UNDERSTANDING

RE: Reimbursement for off-site improvements
MOUNTAIN VIEW LANDING SUBDIVISION

Background:

The Mountain View Landing Subdivision was approved and constructed with the understanding that the required off-site sanitary sewer and storm sewer outfall systems would be constructed by the developer (EK Bailey Construction). These outfall systems would be sized to carry flows from both the Mountain View Landing development as well as the undeveloped properties adjacent to the outfall lines.

During a subdivision coordination meeting on December 21, 2007 with the City staff and the developer, there was a verbal agreement regarding the method by which the developer could be reimbursed for a portion of the cost of the outfall systems. Now that the outfall systems have been constructed and the final construction costs have been established, this memorandum of understanding will finalize the method of reimbursement together with the reimbursement amounts as follows:

Sanitary Sewer Outfall System: Running north from the north boundary of the Mountain View Landing Subdivision parallel to the railroad tracks to the existing sanitary sewer line.

Final Construction Cost: \$ 60,400.00

Reimbursement method: Each property within the sewer service area will be assessed a prorated share of the cost of the outfall sanitary sewer outfall system based on property owner acreage. The UTA parcel assessment would be combined and paid for by Landmark Development (the Mountain View Development Company). It was further agreed that if the M and M Storage properties connect to this outfall system that they could do so without payment of their portion on the basis of the present development conditions. If any future development occurs on the M and M Storage Properties and they desire a sewer connection to service the new development, then the full assessment could be due and payable. Pleasant View City will pay the developer for the cost of constructing the sewer outfall system. The developer will deduct his prorated portion of the construction cost of the sewer outfall system in his final billing to Pleasant View City. Pleasant View City will be responsible to collect the remaining prorated reimbursements from the other adjacent properties at the time they develop and request connection to the outfall line. The following is the final prorated cost allocation for the properties serviced by the new sewer outfall line:

Cost of Sewer Improvements

\$60,400

Property Description	Acreage	Cost per Acre	Total Cost
Landmark Dev.	10.3	\$1,081	\$11,129
UTA Parcel	8.8	\$1,081	\$9,508
19-016-0121	1.6	\$1,081	\$1,729
19-016-0107	4.9	\$1,081	\$5,294
19-016-0012	10.8	\$1,081	\$11,669
19-016-0023	13.3	\$1,081	\$14,371
19-016-0093	1.0	\$1,081	\$1,081
19-016-0109	5.2	\$1,081	\$5,619
Totals	55.9	\$1,081	\$60,400

Final Billing from EK Bailey on Sewer Outfall Construction:	\$60,400.00
Less Landmark Development Portion:	(-)11,129.00
Less UTA Portion:	(-)9,508.00
Total Payable from Pleasant View City to EK Bailey:	\$ 39,763.00 41

Storm Drainage Outfall System: 24" outfall from north line of Mountain View Landing

Final Construction Cost: 24" outfall by EK Bailey: \$ 107,365.00

Reimbursement Method: Each property within the storm drainage service area will be assessed a prorated share of the cost of the upsizing of the outfall storm drainage outfall system based on property owner acreage. The original storm water outfall line for Mountain View Landing was sized for a 15" line. When it was determined to use parking lot storm water detention and the UTA basin was eliminated, the outfall line design was changed to 24". The UTA parcel prorate portion of the outfall up sizing will not be assessed or paid by UTA as they have contributed a total of \$ 60,000.00 paid to the developer as compensation for eliminating their storm water detention site on 2700 North Street and for their portion of the storm drainage outfall system up sizing. The \$ 60,000 compensation for eliminating the UTA storm water detention basin and a portion to the outfall up sizing was originally payable to Pleasant View City. As the developer has

been paid this money, the developer agrees to provide at no cost to Pleasant View City 1.48 acre-feet of storm water detention storage at the future Bailey Storm Water Basin near the end of the outfall storm drain to cover the cost of moving the UTA basin. Pleasant View City will pay the developer for the cost of constructing the Mountain View storm drainage outfall system. The developer will deduct his prorated portion of the construction cost of the storm drain outfall system in his final billing to Pleasant View City. Pleasant View City will be responsible to collect the remaining prorated reimbursements from the other adjacent properties at the time they develop and request connection to the outfall line. The following is the final prorated cost allocation for the properties serviced by the new storm drainage outfall line:

Cost to Up-size Storm Drain Outfall Improvements \$38,792

Property Description	Acreage	Cost per Acre	Cost
Landmark Development	10.3	\$746	\$7,684
19-016-0121	1.6	\$746	\$1,194
19-016-0107	4.9	\$746	\$3,655
19-016-0012	10.8	\$746	\$8,057
19-016-0023	13.3	\$746	\$9,922
19-016-0093	1.0	\$746	\$746
19-016-0109	5.2	\$746	\$3,879
19-016-0110	2.9	\$746	\$2,163
19-016-0089	2.0	\$746	\$1,492
Totals	52.0	\$746	\$38,792
		Less Landmark Development Portion (-)	\$ 7,684
		Total Payable	\$31,108

Bore and 30" pipe under railroad tracks

Final Construction Cost: \$ 102,896.30

Constructed by Nix Construction

Pleasant View City agreed to reimburse the developer for the cost of constructing a storm drain crossing under the Union Pacific rail road. The work included installing a 36" diameter steel casing under the tracks complete with a 30" diameter carrier pipe. Nix Construction worked as a sub-contractor under EK Bailey Construction. The railroad crossing was part of the Mountain View Landing Subdivision required improvements. As this crossing is part of the City Storm Water Master Plan, the City agreed to pay for the cost of this facility using City Storm Water Impact Fees. Payment was made directly to Nix Construction for the final construction price of \$ 102,896.30.

30" Outfall from Rail Road Tracks to Parkland Drive

Final Construction Price: \$ 78,071.00

Construction by EK Bailey Construction

Pleasant View City agreed to reimburse the developer for the cost of constructing a 30" storm drain outfall line from the rail road tracks to Parkland Drive. The work was completed by EK Bailey Construction. This outfall line was part of the Mountain View Landing Subdivision required improvements. As this crossing is part of the City Storm Water Master Plan, the City agreed to pay for the cost of this facility using City Storm Water Impact Fees. The construction of this system has been reviewed and accepted by Pleasant View City. Reimbursement is now due to EK Bailey Construction for this system in the amount of \$78,071.00

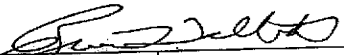


520 W. Elberta Drive - Pleasant View, UT 84414 - (801) 782-8529

This document is made and executed this 26th day of April, 2011, to certify that the attached agreement is a true and accurate statement of costs associated with the construction of sanitary sewer and storm drain improvements intended to serve the properties identified in said agreement. The costs of such improvements are to be reimbursed to the City at the time of any future development of said properties according to the costs enumerated in the attached agreement. The affected parcels are as follows:

- 19-016-0121
- 19-016-0107
- 19-016-0012
- 19-016-0023
- 19-016-0093
- 19-016-0109
- 19-016-0110
- 19-016-0089


In witness whereof, I swear that the above statement is true and accurate.


 Bruce Talbot
 Director of Community Development

STATE OF UTAH)
) SS
 COUNTY OF WEBER)

On this 26th day of April, 2011, Bruce Talbot personally appeared before me, who, acting as an authorized representative of Pleasant View City, acknowledged that he signed the above certificate and that the statements contained therein are true.




 Notary Public

19-016-0121 /

PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, US SURVEY: BEGINNING AT A POINT WHICH IS 1002.13 FEET NORTH 89D34'13" WEST ALONG THE SECTION LINE AND 797.04 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION, RUNNING THENCE NORTH 0D25'47" EAST 156.38 FEET, THENCE NORTH 89D54'29" EAST 398.32 FEET TO THE WESTERLY RIGHT OF WAY LINE OF U S HIGHWAY 89, 91 AND 30-S THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF A 11,519.20 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 51.76 FEET (CENTRAL ANGLE EQUALS 0D15'27" AND LONG CHORD BEARS SOUTH 30D34'20" EAST 51.76 FEET) THENCE SOUTH 33D56'07" EAST 134.57 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE, THENCE SOUTH 89D54'29" WEST 500.94 FEET TO THE POINT OF BEGINNING. TOGETHER WITH EASEMENT FOR INGRESS & EGRESS ON ANY FRONTAGE ROAD CREATED ON PROPERTY ABUTTING ON THE SOUTH.

19-016-0107 /

PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U S SURVEY; BEGINNING ON THE EASTERLY RIGHT OF WAY LINE OF THE O S L RAILROAD AT A POINT WHICH BEARS WEST 1689.86 FEET NORTH 1035.13 FEET AND NORTH 26D46' WEST 48 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 25, RUNNING THENCE SOUTH 26D46' EAST 318.00 FEET, THENCE NORTH 89D28'42" EAST 562 FEET, THENCE NORTH 156.38 FEET, THENCE NORTH 89D28'42" EAST 390.55 FEET, MORE OR LESS, TO THE WEST LINE OF U S HIGHWAY 89, 91 AND 30-S, THENCE NORTHWESTERLY ALONG THE WEST LINE OF U S HIGHWAY 89, 91 AND 30-S A DISTANCE OF 142.25 FEET, MORE OR LESS, TO A POINT NORTH 89D26'39" EAST 1025.312 FEET FROM THE POINT OF BEGINNING, THENCE SOUTH 89D26'39" WEST 1025.312 FEET TO THE POINT OF BEGINNING.

19-016-0012 /

PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING ON THE EASTERLY RIGHT OF WAY LINE OF THE O.S.L. RAILROAD AT A POINT WHICH BEARS WEST 1689.86 FEET AND NORTH 1083.13 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 25 AND RUNNING THENCE NORTH 26D20'00" WEST 627.35 FEET ALONG SAID RAILROAD; THENCE NORTH 81D38'11" EAST 921 FEET TO THE WESTERLY RIGHT OF WAY LINE OF A STATE HIGHWAY; THENCE TWO COURSES ALONG SAID HIGHWAY: SOUTH 29D35'00" EAST 635 FEET, MORE OR LESS, TO A POINT OF CURVE; THENCE ALONG THE ARC OF A 11,519.20 FOOT RADIUS CURVE TO THE LEFT 106.77 FEET, THENCE SOUTH 89D26'39" WEST 1025.312, MORE OR LESS, TO THE EAST LINE OF SAID RAILROAD RIGHT OF WAY AND POINT OF BEGINNING.

19-016-0023 /

PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF THE O.S.L.R.R. CO. WEST 1689.86 FEET AND NORTH 1035.13 FEET AND NORTH 26D20'00" WEST 635.35 FEET FROM THE SOUTHEAST CORNER OF SECTION 25; RUNNING THENCE NORTH 26D20'00" WEST 382 FEET, MORE OR LESS, THENCE NORTH 26D46' WEST ALONG SAID RIGHT OF WAY LINE 128.00 FEET, MORE OR LESS; THENCE NORTH 77D40'00" EAST 565.44 FEET; THENCE SOUTH 29D35' EAST 150 FEET; THENCE NORTH 60D25' EAST 290 FEET; THENCE SOUTH 29D35' EAST 525.0 FEET; THENCE SOUTH 81D38'11" WEST 921 FEET TO THE POINT OF BEGINNING.

19-016-0093 /

PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, BEGINNING AT THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY 89-91 AND 30 SOUTH, AND NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 25; THENCE SOUTH 29D30' EAST ALONG THE WEST LINE OF HIGHWAY; 353.65 FEET TO THE POINT OF BEGINNING; RUNNING SOUTH 29D35' EAST ALONG RIGHT OF WAY 150 FEET; THENCE SOUTH 60D25' WEST 290 FEET; THENCE NORTH 29D35' WEST 150 FEET; THENCE NORTH 60D25' EAST 290 FEET TO THE POINT OF BEGINNING.

19-016-0109 /

PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY OF O.S.L. RAILROAD, WHICH IS WEST 1689.86 FEET, NORTH 1035.13 FEET AND NORTH 26D20' WEST 1185.35 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 25 AND RUNNING THENCE NORTH 77D40'00" EAST 565.44 FEET, THENCE NORTH 60D25' EAST 290.00 FEET TO THE WESTERLY RIGHT OF WAY OF STATE HIGHWAY, THENCE NORTH 29D35' WEST 82.73 FEET ALONG SAID HIGHWAY, THENCE NORTH 89D36'11" WEST 933.21 FEET TO THE EASTERLY RIGHT OF WAY OF SAID RAILROAD, SOUTH 26D20' EAST 382.00 FEET TO THE POINT OF BEGINNING.

19-016-0110 /

PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY BEGINNING AT A POINT SOUTH 29D35'00" EAST 109.36 FEET FROM THE WESTERLY RIGHT OF WAY OF U.S. HIGHWAY 89, 91, AND 30 SOUTH AND THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 25, DEFINED BY FENCE CORNER, AND RUNNING THENCE SOUTH 29D35'00" EAST 161.37 FEET ALONG SAID WESTERLY LINE OF HIGHWAY. THENCE NORTH 89D36'11" WEST 933.21 FEET PARALLEL TO THE NORTH LINE OF SAID QUARTER SECTION TO THE EASTERLY RIGHT OF WAY LINE OF THE O.S.L.R.R.; THENCE NORTH 26D20'00" WEST ALONG SAID RIGHT OF WAY 156.60 FEET; THENCE SOUTH 89D36'11" EAST 922.97 FEET PARELLEL TO THE NORTH LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING.

19-016-0089 /

PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 89, 91 & 30S AND THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 25, SAID POINT BEING DEFINED BY FENCE INTERSECTION, AND RUNNING THENCE SOUTH 29D35' EAST ALONG SAID WESTERLY LINE OF HIGHWAY 109.36 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID QUARTER SECTION 923 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE O.S.L.R.R. DEFINED BY FENCE; THENCE NORTH 26D46' WEST ALONG SAID RIGHT-OF-WAY 106.52 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER DEFINED BY FENCE CORNER; THENCE EAST ALONG SAID QUARTER SECTION LINE DEFINED BY FENCE, 916 FEET TO THE POINT OF BEGINNING.