

RETURNED

NOV 03 2022

15

04-047-0135

04-196-0301 thru 0304

REIMBURSEMENT AGREEMENT

E 3506247 B 8127 P 140-154

RICHARD T. MAUGHAN

DAVIS COUNTY, UTAH, RECORDER

11/03/2022 11:51 AM

FEE \$0.00

15

DEPT REC'D FOR BOUNTIFUL CITY

This Agreement is entered into this 27th day of September, 2022, by and between the Rainey Family Trust U/D/T Dated September 13, 2001 or any amendments thereto ("Owner") and Bountiful City, Utah, a municipality and political subdivision of the State of Utah (the "City") and collectively referred to "as the Parties".

RECITALS

WHEREAS, Owner owns certain real property ("Property") located within the corporate boundaries of the City of Bountiful, Davis County, Utah, as reflected in Exhibit "A" which is attached hereto and incorporated by this reference desires to sell the Property to a developer for the purpose of constructing a single family residential development; and

WHEREAS, as a condition of development approval, Owner is required by City ordinance to dedicate a portion of the Property ("Right-of-Way") as described in Exhibit "B" which is attached hereto and incorporated by this reference; and

WHEREAS, as a condition of development approval, Owner is required to construct and install certain public improvements ("Eligible Public Improvements") as reflected in Exhibit "C" which is attached hereto and incorporated by this reference; and

WHEREAS, the Eligible Public Improvements are lawfully required as a condition of development approval and reasonably related to the development of the Property; and

WHEREAS, the Eligible Public Improvements will serve a critical public safety function for the community; and

WHEREAS, the City desires the Eligible Public Improvements to be constructed as soon as possible and is willing to construct the Eligible Public Improvements with all costs of said construction to be reimbursed by Owner as described herein; and

WHEREAS, Owner desires to reimburse the City for the costs to construct the Eligible Public Improvements on the Property as described herein; and

WHEREAS, the Parties desire to enter into this Reimbursement Agreement which obligates Owner to dedicate the Right-of-Way, permits the City to construct the Eligible Public Improvements, and obligates Owner to reimburse the City for the costs associated with the construction and installation of Eligible Public Improvements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement and are made a part hereof.

2. City Obligations.

a. The City shall design, construct, and install or cause to be constructed and installed the Eligible Public Improvements on the Property.

3. Owner's Obligations.

a. Owner shall dedicate to the City the Right-of-Way to the City which is necessary to complete the Eligible Public Improvements. The instrument of dedication of the Right-of-Way shall be by warranty deed ("Warranty Deed") which is attached hereto as Exhibit "D" and incorporated by this reference. Upon execution, the Warranty Deed shall be recorded at the Davis County Recorder's Office. Construction of the Eligible Public Improvements will not begin until the Warranty Deed is executed and recorded at the Davis County Recorder's Office.

b. Owner shall grant to the City, its agents or assigns a temporary construction easement ("Temporary Construction Easement") upon the Property for the purpose of surveying, constructing, and maintaining the Eligible Public Improvements.

6. Reimbursement Amount. Owner shall reimburse to the City the City's actual costs ("Actual Costs") to design, permit, construct, and install the Eligible Public Improvements. The City estimates the costs ("Estimated Costs") for the Eligible Public Improvements to be \$1,105,038.13; a breakdown of which is set forth in Exhibit "E", which is attached hereto and incorporated by this reference. The Actual costs may be different than the Estimated Costs and will be increased/decreased accordingly before being submitted to Owner for reimbursement.

7. Documentation of Actual Costs. Upon request, the City shall provide documentation demonstrating the Actual Costs incurred by the City for the design, construction, and installation of Eligible Public Improvements.

8. Interest on Reimbursement Amount. No interest shall accrue or otherwise be required or included in the amount of the Actual Costs to be paid to the City so long as Owner fully reimburses the City within the Term of this Agreement as described herein.

9. Reimbursement Payments. Owner may make reimbursement payments in installments or pay in one lump sum, provided however that no building permits shall be approved by the City for the Property unless and until the total reimbursement for the Actual Costs is paid in full to the City.

10. Ownership of Right-of-Way and Eligible Public Improvements. The City shall own the Right-of-Way and Eligible Public Improvements in fee title. Upon completion of the Eligible Public Improvements, the City shall be responsible for all maintenance, repair, and replacement of the Eligible Public Improvements.

11. Reimbursement to the City a Requirement of Subdivision Approval. Full reimbursement of the Actual Costs to the City shall be a condition of subdivision approval.

12. Term of Agreement. Full reimbursement of the Actual Costs shall be made to the City on or before fifteen (15) years from the date of this Reimbursement Agreement or before any building permits are issued or approved by the City, whichever is first.

13. Effect of Agreement. Nothing in this Reimbursement Agreement shall be construed as a land use, subdivision, or building approval or to relieve Owner from any obligations imposed by Federal, State or local laws, ordinances, regulations, or standards.

14. Arm's Length Transaction. Owner affirms that this Reimbursement Agreement is an arm's length transaction and is not made under duress or the threat of eminent domain. Owner understands that this Reimbursement Agreement is a legally binding document and has had opportunity to retain and consult independent counsel.

15. Waiver and Covenant Not to Sue. Owner acknowledges that the Eligible Public Improvements serve a legitimate public interest, are reasonably related to the development of the Property, and lawfully required to be dedicated to the City as part of the subdivision process. Owner waives any rights or claims against and covenants not to sue the City for any claims of eminent domain or unlawful exactions of any kind.

16. Agreement Binding on All Successors in Interest and Run with the Land. Owner hereby agrees and covenants that it is Owner's intent that this Reimbursement Agreement be binding upon all successors-in-title or interest, that it touches and concerns the Property, and shall run with the land. This Reimbursement Agreement shall be recorded at the Davis County Recorder's Office and shall bind any successors-in-title or interest to all obligations set forth in this Reimbursement Agreement.

17. Assignment. Neither the Reimbursement Agreement nor any of its provisions, terms or conditions may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities and without the prior written consent of City.

18. Indemnification. Owner represents that it owns the Property in fee simple and shall indemnify and hold harmless the City from any claims in interest for the Property.

21. Entire Agreement. This Reimbursement Agreement contains the entire agreement and understanding of the Parties and supersedes all prior written or oral agreements, representations, promises, inducements, or understandings between the Parties with regard to any reimbursements to the City.

22. Binding Effect. This Reimbursement Agreement shall be binding upon the parties hereto and their respective officers, employees, representatives, agents, members, successors, and assigns.

23. Validity and Severability. If any section, clause, or portion of this reimbursement Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.

24. Amendment. This Agreement may be amended only in a writing signed by the parties hereto and recorded at the Office of the Davis County Recorder.

25. Controlling Law, Jurisdiction and Venue. This Reimbursement Agreement shall be governed by the laws of the State of Utah. Venue shall be in Davis County, Utah.

26. Attorney's Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Reimbursement Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Reimbursement Agreement as of the day and year first hereinabove written.

Grantor

Joe Rainey Trustee

Jennifer Rainey Trustee

Rainey Family Trust U/D/T Dated September 13, 2001

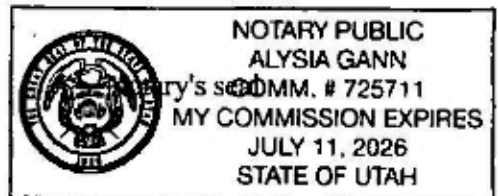
The foregoing instrument was acknowledged before me this 21 day of September, 2022

By Joe M. Rainey trustee
Jennifer Rainey trustee

Notary's signature

Residing at 2545 500 S. BOUNTIFUL, UT 84010

My commission expires: JULY 11, 2026



Kendalyn Harris Kendalyn Harris, Mayor

Shawna Andrus Attest Shawna Andrus, City Recorder

The foregoing instrument was acknowledged before me this 26 day of October, 2022

By Kendalyn Harris, Mayor and Shawna Andrus, City Recorder.

Notary's signature Terrie L. Basinger

Residing at 795 S. Main, Bntf, Ut 84010

My commission expires: May 5, 2026



Notary's seal

[illegible]

EXHIBIT "B" RIGHT-OF-WAY

A 60.00 ft wide right of way for utility infrastructure construction, installation and maintenance and public access further described as follows: Beginning at a point on the northerly line of Bountiful Boulevard, said point being located N48°52'40"W 155.15 feet from the most southerly corner of Lot 301, Stone Creek Estates Phase 3 Subdivision, as recorded in the office of the Davis County Recorder, said corner is also S00°55'39"W 530.21 feet along the Section Line, N90°00'00"E 1992.86 feet and N48°52'40"W 155.15 feet from the West Quarter Corner of Section 21, Township 2 North, Range 1 East, Salt Lake Base and Meridian, Davis County, Utah, and also being a point of tangency with a 20.00 foot radius curve to the left; and running thence 31.83 feet along said curve (D=91°11'23", Chord Length=28.58 feet, Chord Bearing N85°31'38"E) to a point of compound curvature with a 303.00 foot radius curve to the left; thence 206.74 feet along said curve (D=39°05'39", Chord Length=202.76 feet, Chord Bearing =N20°23'07"E); thence N00°50'18"E 315.47 feet to a point on a 530.00 foot radius curve to the right; thence 215.65 feet along said curve (D=23°18'45", Chord Length=214.16 feet, Chord Bearing = N12°29'40"E); thence N24°09'03"E 266.87 feet to the north line of Grantors property; thence S89°51'24"E 65.68 feet along said North line to the Northeast corner of Grantor's property; thence S24°09'03"W 293.59 feet to a point on a 470.00 foot radius curve to the left; thence 106.00 feet along said curve (D=12°55'18", Chord Length=105.77 feet, Chord Bearing=S17°41'24"W); thence S00°50'18"W 315.47 feet to a point on a 363.00 foot radius curve to the right; thence 251.80 feet along said curve (D=39°44'36", Chord Length=264.78 feet, Chord Bearing =N20°42'36"E) to a point of reverse curvature with a 20.00 foot radius curve to the left; thence 29.42 feet along said curve (D=84°16'27", Chord Length=26.84 feet, Chord Bearing = S01°33'19"E) to a point on the North line of Bountiful Boulevard; continuing thence along the north line of Bountiful Boulevard 48.31 feet along a non-tangent 533.00 foot radius curve to the left (D=05°11'37", Chord Length=48.30 feet, Chord Bearing =N46°17'21"W); thence N48°52'40" W 49.99 feet to the Point of Beginning. Contains 1.45 ac.

EXHIBIT "C"

ELIGIBLE PUBLIC IMPROVEMENTS

UTILITIES:

Culinary Water	Culinary Water Services Fire Hydrants
Sanitary Sewer	Sewer Main Line Sewer Manholes Sewer Laterals
Storm Drain	Storm Drain Main Line Pipes and Lateral Pipes Storm Drain Manholes Storm Drain Curb Inlets
Irrigation	Irrigation Main Line Irrigation Services Irrigation Air/Vac Assembly
Other	Natural Gas System by Dominion Energy Electrical Power System & Street Lights by Bountiful Light & Power
Street Improvements:	Sidewalk Fencing Asphalt Paving Traffic Signs
	Curb and Gutter Retaining Walls Pavement Striping Street Signs

EXHIBIT "D"
WARRANTY DEED

WARRANTY DEED

Joe Mel Rainey and Jennifer Marie Rainey, Trustees of the Rainey Family Trust U/D/T Dated September 13, 2001, Grantors, of Bountiful, Davis County, State of Utah, hereby convey and warrant to:

Bountiful City, a municipal corporation of the State of Utah, Grantee, Davis County, State of Utah,

for the sum of Ten DOLLARS and other good and valuable consideration, the following described tract of land in Bountiful City, Davis County, State of Utah:

A 60.00 ft wide right of way for utility infrastructure construction, installation and maintenance and public access described as follows: Beginning at a point on the northerly line of Bountiful Boulevard, said point being located N48°52'40"W 155.15 feet from the most southerly corner of Lot 301, Stone Creek Estates Phase 3 Subdivision, as recorded in the office of the Davis County Recorder, said corner is also S00°55'39"W 530.21 feet along the Section Line, N90°00'00"E 1992.86 feet and N48°52'40"W 155.15 feet from the West Quarter Corner of Section 21, Township 2 North, Range 1 East, Salt Lake Base and Meridian, Davis County, Utah, and also being a point of tangency with a 20.00 foot radius curve to the left; and running thence 31.83 feet along said curve (D=91°11'23", Chord Length=28.58 feet, Chord Bearing N85°31'38"E) to a point of compound curvature with a 303.00 foot radius curve to the left; thence 206.74 feet along said curve (D=39°05'39", Chord Length=202.76 feet, Chord Bearing =N20°23'07"E); thence N00°50'18"E 315.47 feet to a point on a 530.00 foot radius curve to the right; thence 215.65 feet along said curve (D=23°18'45", Chord Length=214.16 feet, Chord Bearing = N12°29'40"E); thence N24°09'03"E 266.87 feet to the north line of Grantors property; thence S89°51'24"E 65.68 feet along said North line to the Northeast corner of Grantor's property; thence S24°09'03"W 293.59 feet to a point on a 470.00 foot radius curve to the left; thence 106.00 feet along said curve (D=12°55'18", Chord Length=105.77 feet, Chord Bearing=S17°41'24"W); thence S00°50'18"W 315.47 feet to a point on a 363.00 foot radius curve to the right; thence 251.80 feet along said curve (D=39°44'36", Chord Length=264.78 feet, Chord Bearing =N20°42'36"E) to a point of reverse curvature with a 20.00 foot radius curve to the left; thence 29.42 feet along said curve (D=84°16'27", Chord Length=26.84 feet, Chord Bearing = S01°33'19"E) to a point on the North line of Bountiful Boulevard; continuing thence along the north line of Bountiful Boulevard 48.31 feet along a non-tangent 533.00 foot radius curve to the left (D=05°11'37", Chord Length=48.30 feet, Chord Bearing =N46°17'21"W); thence N48°52'40" W 49.99 feet to the Point of Beginning. Contains 1.45 ac.

Grantor

_____	Trustee	_____	Date
_____	Trustee	_____	Date

Rainey Family Trust U/D/T Dated September 13, 2001

The foregoing instrument was acknowledged before me this ____ day of _____, 2022

By _____ trustee

_____ trustee

Notary's signature _____

Residing at _____

My commission expires: _____

Notary's seal

ACCEPTANCE BY BOUNTIFUL CITY

(Signature of Mayor, Bountiful City, Kendalyn Harris)

(Signature of Recorder, Bountiful City, Shawna Andrus)

SEAL

Acknowledgment

State of UTAH)

) ss.

County of DAVIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by
Kendalyn Harris, Bountiful Mayor and Shawna Andrus, Bountiful Recorder

Notary's signature _____

Residing at _____

My commission expires: _____

Notary's seal

EXHIBIT "E"
ESTIMATED COSTS



BOUNTIFUL CITY ENGINEERING DEPARTMENT
2022 Eagle Ridge Drive Extension Project
PRELIMINARY Project Cost Allocation
19-Sep-22

				MC Green & Sons		Rainey	
				Proposal Pricing		Stone Creek Est. Ph.4	
Item	Description	Unit	Quantity	Unit Price	Amount	Units	Amount
SCHEDULE 1							
1	Mobilization	LS	1	58,098.00	58,098.00	0.9	52,288.20
EARTHWORK AND GRADING							
2	Earthwork - Cut	CYD	5,225	6.45	33,701.25	4,616	29,773.20
3	Earthwork - Fill	CYD	3,300	3.75	12,375.00	2,901	10,878.75
4	Rough Grading	SqYd	8,700	2.75	23,925.00	5,700	15,675.00
5	Pulverize Asphalt & ReGrade	SqYd	1,900	2.70	5,130.00	-	-
6	2'-0" & 3'-0" Concrete Retaining Walls	Lft	170	530.00	90,100.00	-	-
7	4'-0" Concrete Retaining Walls	Lft	40	707.00	28,280.00	-	-
8	5'-0" Concrete Retaining Walls	Lft	20	722.00	14,440.00	-	-
9	7'-0" Concrete Retaining Walls	Lft	30	779.00	23,370.00	-	-
10	8'-6" Concrete Retaining Walls	Lft	20	929.00	18,580.00	-	-
11	10'-6" Concrete Retaining Walls	Lft	36	946.00	34,056.00	6	5,676.00
12	12'-6" Concrete Retaining Walls	Lft	56	1,026.00	57,456.00	30	30,780.00
13	14'-6" Concrete Retaining Walls	Lft	46	1,159.00	53,314.00	10	11,590.00
14	16'-6" Concrete Retaining Walls	Lft	40	1,221.00	48,840.00	16	19,536.00
SANITARY SEWER							
15	8" Sewer Main	Lft	697	88.21	61,482.37	697	61,482.37
16	4" Sewer Lateral	Ea	17	3,267.21	55,542.57	17	55,542.57
17	48" Sewer Manhole	Ea	4	6,415.00	25,660.00	4	25,660.00
18	Connect to Exit. 60" Manhole	LS	1	2,381.00	2,381.00	1	2,381.00
STORM DRAIN							
19	15" RCP	Lft	89	145.00	12,905.00	55	7,975.00
20	18" RCP	Lft	440	104.00	45,760.00	428	44,512.00
21	48" Manhole	Ea	4	5,481.00	21,924.00	2	10,962.00
22	60" Manhole	Ea	1	6,009.00	6,009.00	1	6,009.00
23	APWA 315.1 Single Catch Basin	Ea	2	5,530.00	11,060.00	2	11,060.00
24	APWA 315.2 Double Catch Basin	Ea	2	7,390.00	14,780.00	-	-
25	Overflow Spillway	SqFt	465	45.20	21,018.00	-	-
Culinary Water							
26	Bountiful 1" Service	Ea	16	1,938.00	31,008.00	16	31,008.00
27	Bountiful Fire Hydrant Assembly	Ea	2	8,784.00	17,568.00	3	26,352.00
IRRIGATION							
28	8" Irrigation Main	Lft	735	65.47	48,120.45	735	48,120.45
29	8" DI Fitting	Ea	3	1,673.00	5,019.00	3	5,019.00
30	Irrigation Air-Vac Assembly	LS	1	3,883.00	3,883.00	1	3,883.00
31	Irrigation Service Lateral	Ea	16	2,071.00	33,136.00	6	12,426.00
POWER							
32	2'-6" w x 2'-6" d Trenching & Backfill	Lft	565	10.10	5,706.50	565	5,706.50
33	4'-0" w x 3'-6" d Trenching & Backfill	Lft	2,345	10.10	23,684.50	2,345	23,684.50
GAS							
34	4" PVC Sleeve	Lft	44	43.60	1,918.40	44	1,918.40
ROADWAY IMPROVEMENTS							
35	Type E Curb and Gutter	Lft	3,230	24.40	78,812.00	2,065	50,386.00
36	4" Flatwork	SqFt	22,470	7.60	170,772.00	7,624	57,942.40
37	Road Base	Ton	4,009	20.90	83,788.10	1,834	38,330.60
38	Asphalt Paving Mobilization	Ea	2	1,337.50	2,675.00	1	1,337.50
39	4" Asphalt Paving	Ton	2,004	82.07	164,468.28	917	75,258.19

40	6" Chain Link Fence	Lft	595	40.30	23,978.50	60	2,418.00
41	Adjust Valve to Final Grade	Ea	3	518.00	1,554.00	3	1,554.00
42	Adjust Manhole to Final Grade	Ea	3	750.00	2,250.00	8	6,000.00
43	4" Double Yellow Striping	Lft	1,625	0.74	1,202.50	1,030	762.20
44	4" Single White Striping	Lft	3,250	0.48	1,560.00	2,060	988.80
45	SWPPP	LS	1	18,500.00	18,500.00	1	18,500.00
SubTotal					1,499,791.42	813,376.63	
SCHEDULE 2							
ALTERNATE ITEMS							
19A	15" ADS HP Storm Pipe	Lft	89	141.00	12,549.00	-	-
20A	18" ADS HP Storm Pipe	Lft	440	102.00	44,880.00	-	-
46	Imported Backfill	Ton	500	35.00	17,500.00	500	17,500.00
SubTotal					74,929.00	17,500.00	
TOTAL SCHEDULE 1 and Bid Item 46					1,517,291.42	830,876.63	
TOTAL Excluding Bid Items 19,20 Including Bid Items 19A, 20A, 46					1,516,055.42		
TOTAL ALL BID ITEMS					1,574,720.42		



BOUNTIFUL ENGINEERING DEPARTMENT

EAGLE RIDGE DRIVE EXTENSION PROJECT PROJECT EXPENSE SUMMARY

Updated 26-Sep-22
LNC

CONSULTANT EXPENSES		Actual	Estimated	Total
Date	Invoice			
4/5/2021	51998 Entellus	4,397.50		
7/26/2021	52615 Entellus	2,667.50		
12/22/2021	53454 Entellus	1,423.75		
3/29/2022	53780 Entellus	3,163.75		
9/8/2022	54516 Entellus	7,537.50		
	Additional Design		5,000.00	
	Construction Staking		15,000.00	
	AsBuilt Documentation		2,500.00	
	Materials Testing		20,000.00	
SubTotal		19,190.00	42,500.00	61,690.00
PROJECT FEES				
7-Jul-22	37609 South Davis Sewer	fee	4,000.00	
		escrow	3,600.00	
6/20/2022	Dominion Energy	49,571.50		
4/25/2022	Weber Basin	200.00		
4/25/2022	US BoR	100.00		
	Bountiful Power		155,000.00	
SubTotal		57,471.50	155,000.00	212,471.50
CONSTRUCTION COSTS				
Rainey Construction Costs Per Preliminary Cost Allocation				
Dated 9/19/2022			830,876.63	830,876.63
TOTAL, All Project Costs				1,105,038.13