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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
1/11/2024 12:26 PM
FEE 0.00 Pgs: 5

DEPT. REC'D FOR SOUTH
WEBER CITY

AGREEMENT FOR A FEE IN LIEU OF REQUIRED IMPROVEMENTS

(REGARDING STORM DRAIN DETENTION)

This AGREEMENT is made and entered into on the date referenced below by Jon & Cami Wall (hereinafter referred to as the "Owner"); and South Weber City, a municipal corporation (hereinafter "South Weber City" or the "City"), after having received approval by the South Weber City Council in its regular meeting on the day referenced below.

RECITALS

WHEREAS, Owner owns the real property described in **Exhibit A** (Property Boundary Description), located at approximately 7494 South 1025 East, South Weber, Utah, and consisting of approximately 2.74 acres (referred to hereafter as the "Property"); and

WHEREAS, Owner has applied to subdivide the Property, with the required public hearing held by the Planning Commission on November 9, 2023, and with other public meetings also being held; and

WHEREAS, South Weber City desires to enter into this Agreement because the area being developed was master planned to flow to a regional detention basin, and the City's Code requires that all developments provide storm water detention for flood control purposes. Therefore, an equivalent financial contribution towards the excess capacity of the regional storm drain basin would satisfy this requirement;

NOW THEREFORE, for and in consideration of the promises, covenants, terms, and conditions hereinafter set forth, the adequacy of which is hereby acknowledged, Owner and City agree as follows:


1. **Approval of a Fee in lieu of Detention (of Storm Water)**. As a condition of subdivision approval, the Owner shall make a "one-time payment" of SEVEN THOUSAND THREE HUNDRED EIGHTY-EIGHT AND EIGHTY CENTS (\$7,388.80) as a fee in lieu of detaining storm water on site, as agreed upon by the Owner and the City and as specifically set forth in the attached **Exhibit B**.
2. **Payment**. Owner must pay the fee referenced in Exhibit B to the City in full before the subdivision plat may be recorded.
3. **Duration**. This Agreement shall continue until the parties (the Owner and the City) have completed all their responsibilities referenced herein.

4. Reservation of Rights. South Weber City reserves all rights, including the right to collect its costs and attorney fees as may be necessary to enforce this Agreement.
5. Subsequent Landowners. This Agreement shall inure to the benefit or detriment of any subsequent landowner(s) and shall bind and require performance by any subsequent landowner(s); even though certain actions by the Owner may release him of certain responsibilities pursuant to this Agreement, this does not automatically release any subsequent landowner of the same responsibilities (or other City requirements).
6. Recording. This Agreement shall be recorded in the Davis County Recorder's Office following final plat approval by the City Council.

IN WITNESS WHEREOF, the parties execute this Agreement, as follows, to be effective on approval by the South Weber City Council in its regular meeting on the 9th day of

January, 2024

SOUTH WEBER CITY APPROVAL


DAVID LARSON
City Manager David Larson

ATTEST:



LISA SMITH
City Recorder, South Weber City

EXHIBIT A

PROPERTY BOUNDARY DESCRIPTION

A PART OF THE NORTH QUARTER OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT SOUTH 89°49'55" EAST 1335.80 FEET AND SOUTH 00°10'05" WEST 291.02 FEET FROM THE NORTH QUARTER OF SAID SECTION 33, AND RUNNING THENCE SOUTH 89°49'55" EAST 368.69 FEET TO THE WEST LINE OF EASTON VILLAGE FIRST AMENDMENT SUBDIVISION AS LOCATED ON THE GROUND BASED UPON THE EXISTING STREET IMPROVEMENTS AND STREET MONUMENTS; THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID EASTON VILLAGE FIRST AMENDMENT (3) COURSES: (1) SOUTH 00°16'24" EAST 15.32 FEET, (2) SOUTH 00°12'59" EAST 19.26 FEET, AND (3) SOUTH 00°00'17" EAST 94.48 FEET TO THE NORTHWEST CORNER OF EAST VILLAGE PHASE 2 ALSO LOCATED BASED UPON THE EXISTING STREET IMPROVEMENTS AND STREET MONUMENTS; THENCE SOUTH 00°00'14" EAST ALONG THE WEST LINE OF SAID SUBDIVISION AND THE EXTENSION THEREOF 300.06 FEET; THENCE NORTH 57°15'25" WEST 137.26 FEET; THENCE NORTH 60°54'25" WEST 188.00 FEET; THENCE NORTH 82°53'55" WEST 80.50 FEET; WEST 10.00 FEET; AND THENCE NORTH 00°10'05" EAST 254.60 FEET TO THE POINT OF BEGINNING,

CONTAINING: 119,328 SQ.FT. (2.74 ACRES)

EXHIBIT B

South Bench Meadows - Lester Street Detention Basin

~ FEE ANALYSIS ~

Lester Street Region Detention Basin - Fee in lieu of actual construction		
1	Regional Detention Basin "Up-sized" Volume (cf)	47,916
2	Easton Village Dev. Agreement → City Cost for "Up-sized" portion of basin	\$53,368
3	Cost per cf	\$1.11
4	South Bench Meadows Detention Basin Volume Required (cf)	7,264
5	South Bench Meadows Retention Volume Provided - Credit for LID Retention (cf)	630
6	South Bench Meadows Detention Basin Volume (cf), Buy-in Amount	6,634
Detention Basin Fee in lieu		\$7,388.80

* Fee to be paid in full to South Weber City prior to recording of the plat.