

**RESOLUTION NO. 05-01-2018A**

**A RESOLUTION REQUIRING NEW DEVELOPMENT TO PAY FOR  
IMPROVEMENTS INSTALLED PREVIOUSLY BY THE DEVELOPERS OF THE  
CRAYTHORN HOMESTEAD PHASE 1 SUBDIVISION.**

**RETURNED**

**JUN 25 2018**

**WHEREAS**, Craythorn Homestead, LLC (hereinafter referred to as the "Developer") has or will install street and utility improvements along Cold Springs Road (4000 West) from 700 S to approximately 450 S as part of the Craythorn Homestead Subdivision Phase 1; and

**WHEREAS**, consistent with the City's policy and Section 16.05.100 of the West Point Municipal Code, the City has determined that new development should pay its proportional share of the costs of the improvements that will specifically benefit development activity within the City; and

**WHEREAS**, the City has calculated the costs of those improvements, based on the methods outlined in said section 16.05.100 and desires to impose, by resolution, those costs on future development; and

**WHEREAS**, the City Council of West Point City deems it to be in the best interest of the citizens of West Point City, to pass this resolution, requiring that those costs attributable to new development, be properly assessed to new development.

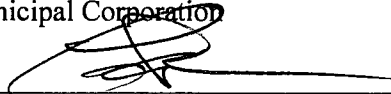
**NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED**, by the City Council of West Point City as follows:

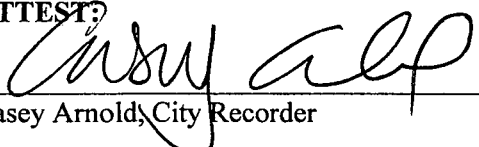
1. The payback for improvements agreement, identified as Attachment "A" to this resolution, which is attached hereto and incorporated by this reference, is hereby approved.
2. That the owners of those properties, identified in Attachment "A" that have been benefited by the installation of the improvements, be assessed their proportional share of the costs of said improvements as provided in Attachment "A" to this resolution.
3. That, pursuant to Section 16.05.100 of the West Point Municipal Code, the payment of these costs become a condition precedent to any development approval or permit requested or applied for.

4. That a copy of this resolution be recorded upon each parcel of property identified in Attachment "A", to be assessed their proportional share of the costs of the improvements, only when development occurs on the property, as identified in Attachment "A", which is attached hereto and incorporated herein by this reference.

**PASSED AND ADOPTED** this 1<sup>st</sup> Day of May, 2018.

**WEST POINT CITY,**  
A Municipal Corporation

By:   
\_\_\_\_\_  
Gary Petersen, Mayor Pro Tem

**ATTEST:**  
  
\_\_\_\_\_  
Casey Arnold, City Recorder

**ATTACHMENT A**

**WEST POINT CITY PAYBACK FOR IMPROVEMENTS AGREEMENT**

This agreement made and entered into this 3 day of May 2010, by and between West Point City, a municipal corporation of the State of Utah, hereafter referred to as "City" and Craythorne Homestead, LLC, hereafter referred to as "Developer."

WITNESSETH

WHEREAS, the Developer has agreed to contribute funds and/or resources necessary to construct infrastructure of a type and in a location specified by EXHIBIT A attached to and made part of this agreement; and

WHEREAS, the City's engineer has determined said contribution to value Two Hundred Fifty One Thousand Eight Hundred Seventy Five dollars (\$251,875) at the time of the signing of this agreement; and

WHEREAS, the City has determined that said contribution represents an investment on the part of the Developer in excess of that which the City would, under normal circumstances, require of the Developer; and

WHEREAS, the City has determined that future developers shall benefit from the Developer's willingness to install this infrastructure at the Developer's own expense and that the costs relative to such infrastructure should inevitably and ultimately be born by those developers who will benefit from this infrastructure as specified by EXHIBIT B attached to and made part of this agreement; and

WHEREAS, the City Council did, on March 17, 2009 pass Ordinance 03-17-2009 amending West Point Revised Code 16.05.100, including a provision which empowers the City to negotiate with developers their participation in infrastructure development and collect from future developers the rightful share of the costs associated with said infrastructure development;

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING STIPULATIONS

**SECTION ONE: INSTALLATION OF INFRASTRUCTURE**

The developer agrees to install in a timetable agreeable to the City and the Developer, infrastructure as described in EXHIBIT A.

**SECTION TWO: ASSESSMENT OF INFRASTRUCTURE VALUE**

Notwithstanding the developer's costs associated with the installation of infrastructure as described in this agreement, and in accordance with WRC 16.05.100, the City's engineer shall determine the amount due, in accordance with the methodology set forth in WRC 16.05.100, at times and in circumstances when future developments as specified in EXHIBIT B impacts or will likely utilize the infrastructure described in EXHIBIT A.

That infrastructure assessment will constitute the amount to which the Developer is entitled.

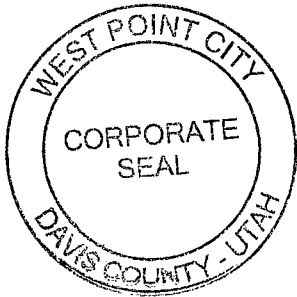
**SECTION THREE: COLLECTION AND DISBURSEMENT**

The City shall not allow development of property impacting the infrastructure described in EXHIBIT A until the developer of such property, as specified in EXHIBIT B, pays to the City in full obligation for infrastructure costs associated with that developer's impact on the infrastructure, as determined by the City's engineer.

Upon payment of costs set-fourth in this section, the City shall immediately reimburse to the Developer those funds collected. The City shall not be responsible for the reimbursement of any funds not collected.

**SECTION FOUR: TERM OF AGREEMENT**

In the event that after (20) years from the date of this agreement the costs associated with the installation of the infrastructure described in this agreement have not been collected, the Developer shall have no right nor shall the City have any obligation regarding the collection and/or disbursement of associated funds, and both parties shall be discharged from the obligation stipulated herein.



**West Point City**

*[Handwritten Signature]*

Mayor Pro Tem

**Developer**

*Craythorne Homestead LLC*

Company Name

*[Handwritten Signature]*

By

*Member*

Title

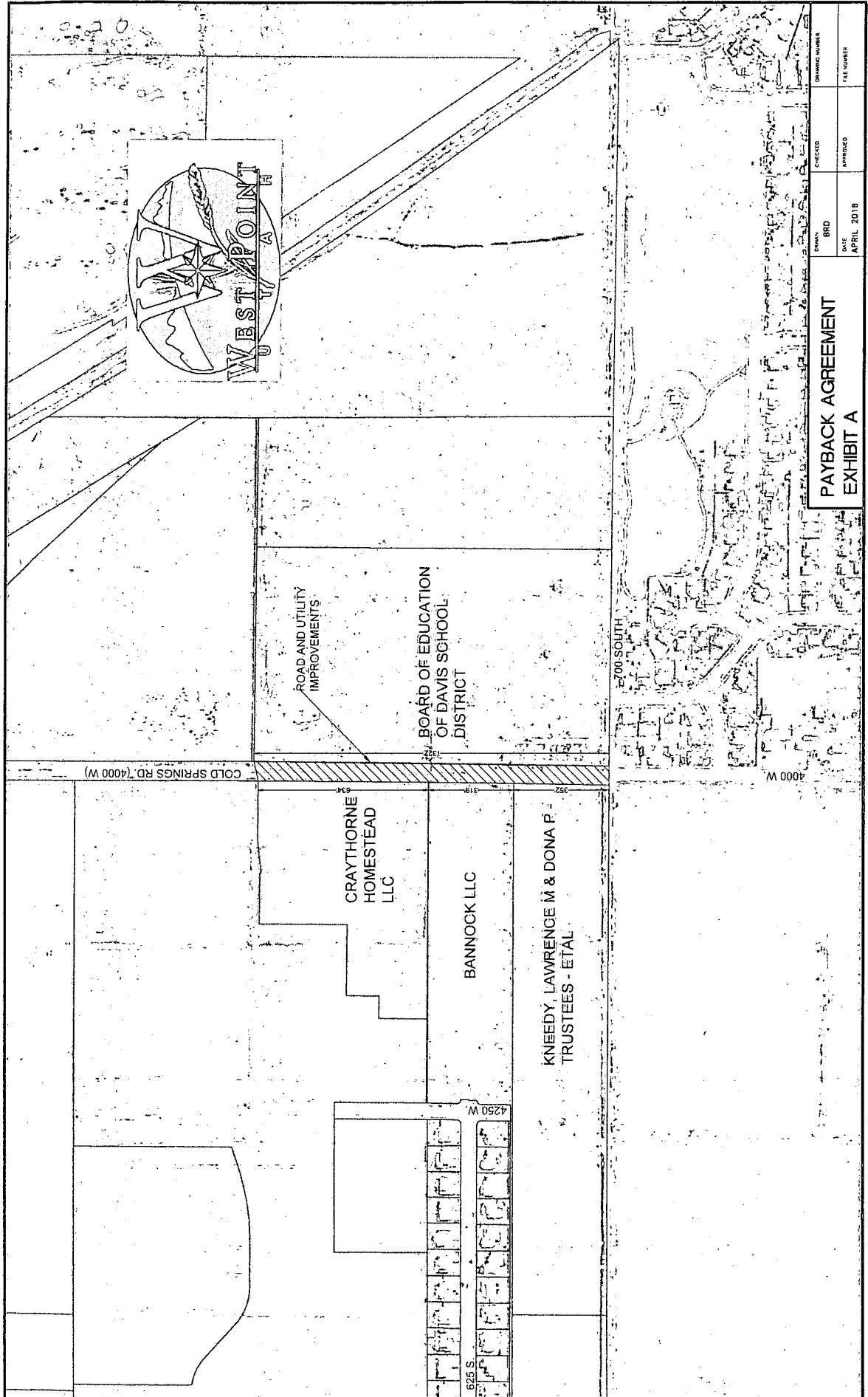
ATTEST:

*[Handwritten Signature]*  
West Point City Recorder

Address for Giving Notices

*601 W. 1700 S.*

*Syracuse, UT 84075*



DRAWN BRD		CHECKED	DRAWING NUMBER
DATE APRIL 2018		APPROVED	FILE NUMBER
<b>PAYBACK AGREEMENT EXHIBIT A</b>			

**EXHIBIT B**

Owner	Length of Frontage (ft)	% of Total	Owner's Obligation
Craythorne Homestead LLC	634	24%	\$ 60,787
Bannock LLC	319	12%	\$ 30,586
KNEEDY, LAWRENCE M & DONA P - TRUSTEES - ETAL	352	13%	\$ 33,750
BOARD OF EDUCATION OF DAVIS SCHOOL DISTRICT	1322	50%	\$ 126,752
Total	2627	100%	\$ 251,875

## EXHIBIT C

Cost Estimate (taken from contractor's bid)

### Cold Springs Road

Asphalt 4" thick (4000 W)	58032	SF	\$ 1.50	\$ 87,048.00
Clear and grub	29242	SF	\$ 0.45	\$ 13,158.90
Roadbase 4" thick	58032	SF	\$ 0.45	\$ 26,114.40
4" minus Material 8" thick	58032	SF	\$ 0.75	\$ 43,524.00
Curb & Gutter	2611	LF	\$ 13.50	\$ 35,248.50
15" RCP	493	LF	\$ 27.05	\$ 13,335.65
18" RCP	400	LF	\$ 32.00	\$ 12,800.00
24" RCP	462	LF	\$ 39.00	\$ 18,018.00
Inlet Box	10	EA	\$ 1,900.00	\$ 19,000.00
8" Secondary Water	1300	LF	\$ 10.50	\$ 13,650.00
8" Fittings	1	EA	\$ 700.00	\$ 700.00
8" Gate Valve	1	EA	\$ 1,500.00	\$ 1,500.00
2" vavle	1	EA	\$ 650.00	\$ 650.00
Hot Tap Service	1	EA	\$ 5,000.00	\$ 5,000.00
42" RCP 700 S	100	LF	\$ 85.00	\$ 8,500.00
60" RCP	156	LF	\$ 170.00	\$ 26,520.00
42" Flared End	1	EA	\$ 1,400.00	\$ 1,400.00
60" Flared End	1	EA	\$ 9,445.00	\$ 9,445.00
OV2945 Elliptical	60	LF	\$ 117.00	\$ 7,020.00
Cleanout Box 12x4	1	EA	\$ 10,500.00	\$ 10,500.00
Cleanout Box 15x4	1	EA	\$ 11,500.00	\$ 11,500.00
Irrigation Box - No detail no bid	1	EA	\$ -	\$ -
24" RCP Irrigation Pipe	11	LF	\$ 39.00	\$ 429.00
16" Dia 1'4" thick Steel Casing	20	LF	\$ 59.50	\$ 1,190.00
casing loop	2	EA	\$ 2,290.00	\$ 4,580.00
Subtotal				\$ 370,831.45
Minus Storm Drain Impact Fee Contribution				\$ (97,593.00)
Minus Road Impact Fee Contribution				\$ (21,363.00)
<b>Total</b>				<b>\$ 251,875.45</b>

Legal Descriptions

Parcel ID: 120450056

Legal Description:

PROPOSED CRAYTHORN HOMESTEAD PHASE 1, BEING MORE PART'LY DESC AS FOLLOWS: A PART OF THE SE 1/4 OF SEC 6-T4N-R2W, SLB&M: BEG AT A PT ON THE W R/W LINE OF COLD SPRINGS RD (4000 WEST STR), SD PT BEING 671.15 FT N 0°04'52" E ALG THE SEC LINE & 31.30 FT N 89°55'08" W FR THE SE COR OF SD SEC 6; & RUN TH S 89°52'30" W 865.62 FT; TH N 00°05'22" E 183.26 FT; TH S 89°53'01" E 81.60 FT; TH N 00°06'59" E 120.00 FT; TH S 89°53'01" E 259.18 FT; TH N 00°04'56" E 325.03 FT; TH S 89°55'04" E 186.00 FT; TH S 00°04'56" W 5.10 FT; TH N 83°18'11" E 125.88 FT; TH S 89°55'04" E 214.55 FT TO SD W R/W LINE BEING A PT ON A NON-TANGENT CURVE, OF WH THE RADIUS PT LIES S 89°54'47" W; TH S'LY ALG THE ARC OF A 74,962.00 FT RADIUS CURVE TO THE RIGHT A DIST OF 634.71 FT (DELTA ANGLE = 00°29'06" & LC BEARS S 00°09'20" W 634.71 FT) TO THE POB. CONT. 9.7497 ACRES

Parcel ID: 120450042

Legal Description:

BEG AT A PT 352.5 FT N ALG THE SEC LINE & 38.00 FT W FR THE SE COR OF SEC 6-T4N-R2W, SLM, & RUN TH N 319.5 FT ALG THE W'LY LINE OF COLD SPRINGS ROAD, DEDICATED 10/05/2007, E# 2311639 BK 4382 PG 1058, FILE# 741, TH W 1154.40 FT, M/L, TO THE E'LY LINE OF BANNOCK PHASE 1 SUB, TH ALG SD LINE 18 COURSES AS FOLLOWS: S 0°01'57" E 56.26 FT TO A PT OF CURVATURE, SW'LY 54.67 FT ALG THE ARC OF A 2768.81 FT RAD CURVE TO THE RIGHT (LC BEARS S 0°32'00" W 54.67 FT), SE'LY 23.86 FT ALG THE ARC OF A 15.00 FT RAD CURVE TO THE LEFT (LC BEARS S 44°28'00" E 21.42 FT), S 0°01'57" E 30.00 FT, S 89°58'03" W 2.55 FT, S 0°01'57" E 30.00 FT, SW'LY 23.26 FT ALG THE ARC OF A 15.00 FT RAD CURVE TO THE LEFT (LC BEARS S 45°33'08" W 21.00 FT), SW'LY 55.28 FT ALG THE ARC OF A 2708.81 FT RAD CURVE TO THE LEFT (LC BEARS S 0°33'08" W 55.28 FT) S 0°01'57" E 56.92 FT, N 89°02'55" W 60.01 FT, N 89°58'42" W 669.50 FT, S 89°52'58" W 95.85 FT, N 89°35'51" W 96.05 FT, S 89°56'04" W 96.35 FT, S 89°17'07" W 95.86 FT, N 89°39'10" W 191.85 FT & N 89°53'01" W 42.00 FT TO THE CENTERLINE OF 4500 WEST STR, TH ALG SD CENTERLINE S 0°06'59" W 11.87 FT, TH E 2602.00 FT, M/L, TO THE POB. CONT 8.78 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Parcel ID: 120450038

Legal Description:

BEG AT A PT N 89°53'29" W 38.00 FT FR THE SE COR OF SE 1/4 SEC 6-T4N-R2W, SLM, SD PT BEING ON THE W LINE OF PPTY CONV MARCH 12, 2007 AS E# 2251331 BK 4237 PG 1143; TH ALG SD LINE N 00°53'18" E 29.71 FT TO A PT ON THE ARC OF A 74,962.00 FT RAD CURVE TO THE RIGHT; TH ALG SD CURVE THROUGH A CENTRAL ANGLE OF 00°14'48" A DIST OF 322.80 FT (CHORD BEARS N 00°45'54" E 322.80 FT); TH W 1946.26 FT TO E LINE OF HWID; TH S 352.5 FT ALG SD E LINE; TH E 1942.00 FT TO POB. CONT. 15.71 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)



Parcel ID: 120390043

Legal Description:

A PARCEL OF GROUND LOC IN THE SW 1/4 OF SEC 5-T4N-R2W, SLB&M, MORE PART'LY DESC AS FOLLOWS: BEG AT A PT ON THE S LINE OF SD SW 1/4 OF SD SEC 5, SD PT BEING LOC S 89°53'31" E ALG SEC LINE 33.00 FT FR THE SW COR OF SD SEC 5 & RUN: TH N 00°53'18" E 33.00 FT TO A PT ON THE ARC OF A 75033.00 FT RAD CURVE TO THE LEFT; TH NE'LY ALG THE ARC OF SD 75033.00 FT RAD CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 00°59'03" A DIST OF 1288.98 FT (CHORD BEARS N 00°23'34" E 1288.96 FT); TH S 89°50'03" E ALG A WIRE FENCE CALLED FOR IN THE ADJOINERS DEED 794.45 FT; TH S 00°05'03" W 1321.15 FT TO SD S LINE OF SD SW 1/4 OF SD SEC; TH N 89°53'31" W 801.863 FT TO THE POB. CONT. 24.16 ACRES (CORRECTIONS MADE FOR TAXING PURPOSES.)