

Willard City Corporation

80 West 50 South
Box 593



Willard, Utah 84340
(435)734-9881

NOTICE

Notice is hereby given that the Subdivision Land Use Authority (SLUA) of the Willard City Corporation will hold a special meeting at Willard City Hall, 80 West 50 South, on Thursday, August 29, 2024. Said meeting shall start at 3:00 p.m.

Agenda is as follows:

1. Call to order:

2. Business:

- a. Consideration of final approval and improvement guarantee for Xram Subdivision located at approximately 297 West 380 North (Parcel No. 02-04-0008, 02-046-0010, 02-046-0011, and 02-046-0012)
- b. Consideration of a preliminary approval and reciprocal easement agreement for the Kapp Subdivision located at approximately 620 North 200 West (Parcel No. 02-046-0005)
- c. Consideration and approval of August 1, 2024, minutes

3. Adjourn

SLUA Meetings: Held as needed based on applications.

I, the undersigned duly appointed and acting Deputy City Recorder for Willard City Corporation, hereby certify that a copy of the foregoing notice was posted at the Willard City Hall, on the State of Utah Public Meeting Notice website <https://www.utah.gov/pmn/index.html>, on the Willard City website www.willardcity.com, and sent to the Box Elder News Journal this 26th day of August, 2024.

/s/ Michelle Drago

Deputy City Recorder

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS - In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Office at 80 West 50 South, Willard, Utah 84340, phone number (435) 734-9881, at least three working days prior to the meeting.

ITEM 2A

80 West 50 South
Box 593



Willard, Utah 84340
(435)734-9881

PLANNING COMMISSION

SUBDIVISION APPLICATION

Application Date 8/15/24

Proposed Subdivision Data

Applicant CHRIS MARX

Subdivision Name XRAM SUBDIVISION

Mailing Address

Application Level (check one)

297 W 380 N.
Willard, UT 84340

Sketch Plan

Date _____

Project Address

Approval _____

- SAME -

Preliminary Plat *

*Not required for In-fill subdivisions.

Email Address Chrism@pga.com

Date _____

Phone 435-720-3085

Approval _____

Cell 435-720-3085

Final Plat

Date 8/15/24

Fax _____

Approval _____

Assessor Parcel Number

Number of lots 10

02-046-0012

02-046-0011

02-046-0010

02-044-0008

Fee Computation

	Administrative	Engineering	Attorney	Total
Sketch Plan	\$50 + \$2/acre	Billed to developer		
Preliminary Plat	\$50 + \$15/lot	Billed to developer	\$100 + \$10/lot	
Final Plat	\$50 + \$5/lot	Billed to developer	\$50 + \$5/lot	

Applicant's Affidavit

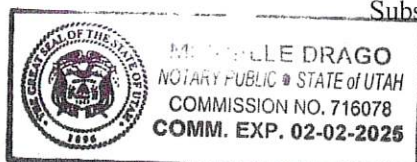
STATE OF UTAH)
) SS
COUNTY OF BOX ELDER)

I (we), CHRIS MARK, being duly sworn, depose and say that I (we) am (are) the owner(s)* or authorized agent(s) of the owner of the property located at 297 W. 380 N. Willard, UT

in Willard City, which property is involved in the attached application and that the statements and answers therein contained and the information provided in the attached plans and other exhibits present thoroughly, to the best of my (our) ability, the argument in behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

Signed Chris Mark
Property Owner(s)

Agent _____



Subscribed and sworn before me this 15th day of August 2024.

Michelle Drago
Notary Public

Residing in Kenner, Utah
My commission expires 2/2/25

*May be owner of record, contract owner, part to valid earnest money agreement, option holder, or have the other legal control of property.

AGENT AUTHORIZATION

I (we), _____, the owner(s) of real property described above, hereby appoint _____ as my (our) agent(s) to represent me (us) with regard to this application affecting the above described real property, and do authorize them to appear on my (our) behalf before any Willard City Boards considering the application.

Signed _____
Property Owner(s)

Agent _____

Subscribed and sworn before me this ____ day of _____ 20____.

Notary Public

Residing in _____
My commission expires _____

BOX ELDER COUNTY PLAT MAP

XRAM SUBDIVISION



NORTH ↑

MEMORANDUM

TO: Maddie Brown – Willard City Planner
Chris Marx - Owner

FROM: Zac Burk, P.E.
Jones & Associates / Willard City Engineering



RE: **Xram Subdivision**
Cost Estimate Review and Escrow Amounts for Subdivision

Date: June 26, 2024

I have completed the review of the above referenced subdivision and have made any changes to the contractors quote/estimate, as necessary. The recommended escrow amounts are as follows.

XRAM Subdivision		
6/26/2024		
SUMMARY		
	Original Total	Remaining
CULINARY WATER SYSTEM	\$115,710.00	\$1,050.00
SECONDARY WATER SYSTEM	\$83,851.00	\$0.00
SANITARY SEWER SYSTEM	\$33,750.00	\$0.00
STORM DRAIN SYSTEM	\$7,905.00	\$0.00
SITE GRADING & STREET IMPROVEMENTS	\$159,372.78	\$4,457.40
MISCELLANEOUS	\$15,000.00	\$11,000.00
TOTAL IMPROVEMENT COSTS	\$415,588.78	\$16,507.40
10% GUARANTEE	\$41,558.88	\$41,558.88
TOTAL ESCROW AMOUNT		\$58,066.28

To date, I have deducted the completed quantities shown on the attached cost estimate for escrow. The amount of \$58,066.28 is recommend for escrow until the completion of work and after the guarantee period for this subdivision. Please note that the costs of the Chip & Seal, Street Lights, and any street lights will be released directly to the city to cover the costs for the city to install. If you have any questions, please let us know.



JONES & ASSOCIATES
Consulting Engineers

XRAM Subdivision

6/26/2024

SUMMARY

	Original Total	Remaining
CULINARY WATER SYSTEM	\$115,710.00	\$1,050.00
SECONDARY WATER SYSTEM	\$83,851.00	\$0.00
SANITARY SEWER SYSTEM	\$33,750.00	\$0.00
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TOTAL IMPROVEMENT COSTS	\$415,588.78	\$16,507.40
10% GUARANTEE	\$41,558.88	\$41,558.88
TOTAL ESCROW AMOUNT		\$58,066.28

SUBDIVISION COST ESTIMATE APPROVAL


Zac Burk P.E.
Jones and Associates Project Engineer

6/26/2024

Date

XRAM Subdivision

COST ESTIMATE

June 26, 2024

REMAINING
QUANTITY

REMAINING
AMOUNT

CULINARY WATER SYSTEM

Install New Fire Hydrant	2	ea	\$7,800.00	\$15,600.00	0	\$0.00
Water Service Lateral & Setter & Meter Box	9	ea	\$3,200.00	\$28,800.00	0	\$0.00
8" PVC Water Main	842	lf	\$80.00	\$67,360.00	0	\$0.00
8" Gate Valve	1	ea	\$1,400.00	\$1,400.00	0	\$0.00
Connect To Existing Water Line	1	ea	\$1,500.00	\$1,500.00	0	\$0.00
Valve Collars	3	ea	\$350.00	\$1,050.00	3	\$1,050.00
CULINARY WATER SYSTEM SUBTOTAL =				\$115,710.00		\$1,050.00

SECONDARY WATER SYSTEM

Connect to Existing Irrigation System	2	ea	\$1,300.00	\$2,600.00	0	\$0.00
8" Irrigation Pipe	1,133	LF	\$47.00	\$53,251.00	0	\$0.00
Irrigation Diversion Box	8	ea	\$3,500.00	\$28,000.00	0	\$0.00
SECONDARY WATER SYSTEM SUBTOTAL =				\$83,851.00		\$0.00

SANITARY SEWER SYSTEM

Furnish & Install 4" Sewer Lateral	9	ea	\$3,500.00	\$31,500.00	0	\$0.00
Manhole Collar	3	ea	\$750.00	\$2,250.00	0	\$0.00
SANITARY SEWER SYSTEM SUBTOTAL =				\$33,750.00		\$0.00

STORM DRAIN SYSTEM

Roadway Swale	1,860	lf	\$4.25	\$7,905.00	0	\$0.00
STORM DRAIN SYSTEM SUBTOTAL =				\$7,905.00		\$0.00

SITE GRADING & STREET IMPROVEMENTS

Clear and Grub	55,000	sf	\$0.15	\$8,250.00	0	\$0.00
Finish Grading (Roadway)	23,600	sf	\$0.25	\$5,900.00	0	\$0.00
Road base place and prep for pave	23,600	sf	\$1.25	\$29,500.00	0	\$0.00
Saw Cutting	40	lf	\$1.50	\$60.00	0	\$0.00
3" Asphalt Surface	472	ton	\$110.00	\$51,920.00	0	\$0.00
Chip and Seal Coat on New Asphalt	2,622	sy	\$1.70	\$4,457.78	2,622	\$4,457.40
Edge curb	1,670	lf	\$32.00	\$53,440.00	0	\$0.00
Road base prep for Curb and Gutter	1,670	lf	\$3.50	\$5,845.00	0	\$0.00
SITE GRADING & STREET IMPROVEMENTS SUBTOTAL =				\$159,372.78		\$4,457.40

MISCELLANEOUS

SWPPP and Maintenance	1	lsum	\$8,000.00	\$8,000.00	0.5	\$4,000.00
Street Lights (City Standard SL-1)	1	ea	\$3,200.00	\$3,200.00	1	\$3,200.00
Street Lights (City Standard SL-2)	1	ea	\$3,800.00	\$3,800.00	1	\$3,800.00
MISC. SUBTOTAL =				\$15,000.00		\$11,000.00

TOTAL IMPROVEMENTS COST = \$415,588.78 \$16,507.40

August 21, 2024

Willard City Corporation
Attn: Jeremy Kimpton, City Manager
80 West 50 South
Willard, Utah 84340

RE: Xram Subdivision - Conditional Acceptance

Jeremy:

Payden and I have completed an inspection of the improvements in the above-mentioned subdivision and found them to be completed and to meet minimum requirements of Willard City standards in accordance with engineering and/or subdivision plans submitted and previously approved.

Please hold escrow for the 10% guarantee - \$41,558.88

Total amount to remain in escrow = \$41,558.88

Per the Willard City Standards \$11,457.40 in escrows can be released to the city to pay for the chip & seal surface treatment, streetlights, and any needed street signs that will be the city's responsibility to install (as shown on the attached escrow release summary).

If you have any questions, or if I can be of any help, please let me know.

Sincerely,

JONES AND ASSOCIATES
Consulting Engineers
Willard City Engineers


Zac Burk, PE
City Inspector

Date of Conditional Acceptance to be August 21st, 2024



JONES & ASSOCIATES
Consulting Engineers

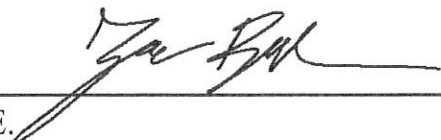
XRAM Subdivision

8/21/2024

SUMMARY

	Original Total	Remaining
CULINARY WATER SYSTEM	\$115,710.00	\$0.00
SECONDARY WATER SYSTEM	\$83,851.00	\$0.00
SANITARY SEWER SYSTEM	\$33,750.00	\$0.00
STORM DRAIN SYSTEM	\$7,905.00	\$0.00
SITE GRADING & STREET IMPROVEMENTS	\$159,372.78	\$4,457.40
MISCELLANEOUS	\$15,000.00	\$7,000.00
TOTAL IMPROVEMENT COSTS	\$415,588.78	\$11,457.40
10% GUARANTEE	\$41,558.88	\$41,558.88
TOTAL ESCROW AMOUNT		\$53,016.28

SUBDIVISION COST ESTIMATE APPROVAL



Zac Burk P.E.
Jones and Associates Project Engineer

8/21/2024

Date

XRAM Subdivision

COST ESTIMATE

August 21, 2024

**REMAINING
QUANTITY REMAINING
AMOUNT**

CULINARY WATER SYSTEM

Install New Fire Hydrant	2	ea	\$7,800.00	\$15,600.00	0	\$0.00
Water Service Lateral & Setter & Meter Box	9	ea	\$3,200.00	\$28,800.00	0	\$0.00
8" PVC Water Main	842	lf	\$80.00	\$67,360.00	0	\$0.00
8" Gate Valve	1	ea	\$1,400.00	\$1,400.00	0	\$0.00
Connect To Existing Water Line	1	ea	\$1,500.00	\$1,500.00	0	\$0.00
Valve Collars	3	ea	\$350.00	\$1,050.00	0	\$0.00
CULINARY WATER SYSTEM SUBTOTAL =				\$115,710.00		\$0.00

SECONDARY WATER SYSTEM

Connect to Existing Irrigation System	2	ea	\$1,300.00	\$2,600.00	0	\$0.00
8" Irrigatio Pipe	1,133	LF	\$47.00	\$53,251.00	0	\$0.00
Irrigation Diversion Box	8	ea	\$3,500.00	\$28,000.00	0	\$0.00
SECONDARY WATER SYSTEM SUBTOTAL =				\$83,851.00		\$0.00

SANITARY SEWER SYSTEM

Furnish & Install 4" Sewer Lateral	9	ea	\$3,500.00	\$31,500.00	0	\$0.00
Manhole Collar	3	ea	\$750.00	\$2,250.00	0	\$0.00
SANITARY SEWER SYSTEM SUBTOTAL =				\$33,750.00		\$0.00

STORM DRAIN SYSTEM

Roadway Swale	1,860	lf	\$4.25	\$7,905.00	0	\$0.00
STORM DRAIN SYSTEM SUBTOTAL =				\$7,905.00		\$0.00

SITE GRADING & STREET IMPROVEMENTS

Clear and Grub	55,000	sf	\$0.15	\$8,250.00	0	\$0.00
Finish Grading (Roaday)	23,600	sf	\$0.25	\$5,900.00	0	\$0.00
Road base place and prep for pave	23,600	sf	\$1.25	\$29,500.00	0	\$0.00
Saw Cutting	40	lf	\$1.50	\$60.00	0	\$0.00
3" Asphalt Surface	472	ton	\$110.00	\$51,920.00	0	\$0.00
Chip and Seal Coat on New Asphalt	2,622	sy	\$1.70	\$4,457.78	2,622	\$4,457.40
Edge curb	1,670	lf	\$32.00	\$53,440.00	0	\$0.00
Road base prep for Curb and Gutter	1,670	lf	\$3.50	\$5,845.00	0	\$0.00
SITE GRADING & STREET IMPROVEMENTS SUBTOTAL =				\$159,372.78		\$4,457.40

MISCELLANEOUS

SWPPP and Maintenance	1	lsum	\$8,000.00	\$8,000.00	0	\$0.00
Street Lights (City Standard SL-1)	1	ea	\$3,200.00	\$3,200.00	1	\$3,200.00
Street Lights (City Standard SL-2)	1	ea	\$3,800.00	\$3,800.00	1	\$3,800.00
MISC. SUBTOTAL =				\$15,000.00		\$7,000.00

TOTAL IMPROVEMENTS COST =	\$415,588.78	\$11,457.40
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ESCROW AGREEMENT

THIS AGREEMENT is made and entered this 19 day of July, 2024, by
XRAM Enterprises, LLC, and
and between Christopher Marx & Melissa Marx hereinafter collectively referred to as "Developer,"
and Willard City Corporation, a municipal corporation and political subdivision of the State of Utah,
hereinafter referred to as "Willard City" and Heritage West Title
hereinafter referred to as "Escrow Agent."

WITNESSETH:

WHEREAS, Developer is desirous of developing and recording a proposed subdivision of land in
Willard City, pursuant to Willard City ordinances and the specifications of the Willard City Engineer, said
subdivision to be known as XRAM Subdivision; and

WHEREAS, Developer is desirous to proceed with the development of
XRAM Subdivision; and

WHEREAS, Willard City will not accept said subdivision unless adequate provisions are made for
the guaranteed construction or installation of the onsite and offsite improvements in said subdivision as
provided for by the Willard City Engineer and particularly set forth in Exhibit "A" attached hereto and
incorporated by reference herein; and

WHEREAS, said improvements are to be installed in accordance with the specifications of the
Willard City Engineer and Willard City ordinances; and

WHEREAS, Developer has agreed to comply with all ordinances, requirements, and standards of
Willard City with respect to the construction and completion of said subdivision and to install and complete
said improvements within the time period stated herein.

NOW, THEREFORE, and in consideration of the promises, covenants, terms, and conditions set
forth herein, it is agreed by Developer, Willard City, and Escrow Agent as follows:

1. Completion Date. Developer agrees to complete said improvements within one (1) year of the date of approval by Willard City of Developer's final plat. Willard City shall be entitled to specifically enforce this escrow agreement against Escrow Agent after the one (1) year period.

2. Escrow Funds. To guarantee satisfactory installation and construction of said subdivision improvements. Developer hereby assigns and sets over to Willard City all its right, title, and interest in the principal of that certain escrow amount, equal to the total cost of the improvements as determined by the Willard City Engineer, and an additional amount of ten percent (10%) of the total cost to be retained as a reserve amount in accordance with the Willard City Subdivision Ordinance. Accordingly, Developer agrees to deposit with the Escrow Agent the amount of \$58,066.28. The parties agree that this total amount shall be deposited with the Escrow Agent prior to this Agreement being signed by the Escrow Agent.

3. Release of Funds. As the required improvements are installed and 'initially accepted' by Willard City, the funds in the escrow account will be authorized by Willard City to be released for the payment of said improvements. The sufficiency of the improvements shall be decided by the Willard City Engineer and their decision shall be final and conclusive. Willard City shall notify the Escrow Agent in writing as to the installation of the improvements and the amount to be released. Escrow Agent then is entitled to release funds from the escrow account only after receiving written notification from Willard City as provided for above. Willard City is not responsible to determine the party to be paid.

If at any time the amount held by the Escrow Agent is not adequate to complete the improvements, the Developer will deposit with Escrow Agent such sums as determined by the Willard City Engineer that are needed to complete the improvements and to augment the reserve amount.

If the improvements have not been installed, for whatever reason, to the satisfaction of the Willard City Engineer and in accordance with Willard City's standards and specifications and Developer's time period for completing the improvement has expired, Willard City may, at its option, determine the costs of completing said improvements on the basis of reliable estimates and bids. The decision of Willard City as to whether any improvements need to be constructed or completed shall be final. Upon receipt of written notice from Willard City, Escrow Agent shall pay over to Willard City the amount estimated by the Willard City Engineer to be required to satisfactorily complete said improvements or the actual costs of the

improvements. In the event that the costs of installing said improvements are less than the amount of deposit delivered to Willard City, the excess amount shall be paid to the Developer. If said costs exceed the amount of the remaining escrow funds, the Developer shall, within ten (10) days' notice thereof, pay to Willard City an amount equal to the excess cost.

Ten percent (10%) of the total estimated cost of the improvements is to be retained in the escrow account for one (1) year after the date of the construction and completion report by the Willard City Engineer for the improvements of said Subdivision. The ten percent (10%) of the total cost of the improvements is to guarantee that the improvements have been installed correctly. As the end of the one (1) year period the said ten percent (10%) reserve fund shall be returned to Developer provided the improvements remain substantially free from latent defects, excluding normal wear and tear, and have proved to have been installed in accordance with the standards of Willard City as to quality and serviceability. Willard City shall certify such fact to the Escrow Agent, who shall release to Developer any monies still held in the escrow account, and the Developer and Escrow Agent shall be discharged of their obligation to Willard City.

If the improvements have not been installed correctly or to the satisfaction of the Willard City Engineer, said ten percent (10%) reserve fund shall be applied toward repairing or replacing the same so as to bring the improvements into conformity with Willard City standards before the aforementioned certification is made to the Escrow Agent. If the repairs or replacements are not completed by the Developer after reasonable notice to complete the same, Willard City may, as its option, determine the cost of repairing or replacing said improvements on the basis of reliable estimates and bids. The decision of Willard City as to whether an improvement needs to be repaired or replaced shall be final. Upon receipt of written notice from Willard City, Escrow Agent shall pay over to Willard City the amount estimated by the Willard City Engineer to be required to satisfactorily complete said repair or replacement or the actual cost of the work. In the event that the costs are less than the amount of deposit delivered to Willard City, the excess deposit shall then be paid to the Developer. If said costs exceed the amount of the remaining escrow funds, the Developer shall, within ten (10) days' notice thereof, pay an amount equal to the excess cost to Willard City. Willard City shall not issue any further building permits until the improvements needing repair or replacement are completed and accepted.

4. Waiver. The failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a failure to perform thereof shall not constitute a waiver of any such failure to perform or any other covenant, agreement, term or condition. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition thereof shall continue in full force and effect with respect to any other then existing or subsequently occurring failure to perform.

5. Time is of the Essence. Time is of the essence of this Agreement. In case either party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party may pursue any and all remedies available in equity of law.

6. Governing Law and Choice of Venue. This Agreement shall be interpreted and governed in accordance with the laws of the State of Utah. This Agreement shall be further governed by Willard City ordinances in effect at the time of the execution of this Agreement. However, the parties expressly acknowledge that any subdivision or other development regulations enacted after the execution of this Agreement reasonably necessary to protect the health, safety, and welfare of the citizens of Willard City, shall also apply to the subdivision or development which is the subject of this Agreement. Any dispute arising out of, or concerning this Agreement, shall be resolved in the First Judicial District Court for Box Elder, Utah. To the extent necessary, the parties hereby submit to, and agree not to contest, the jurisdiction of said court.

7. Modification. This Agreement may only be amended or modified by an instrument of equal formality signed by the respective parties.

8. Severability. If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.

9. Assignment. No right or rights shall ever be assigned or sublet in part or in whole without the written consent of the parties to this Agreement. The terms of this Agreement shall be binding upon the parties, their heirs, executors, administrators, assigns, or any parties legally acquiring the parties' interest through foreclosure, trust deed, sale, bankruptcy, or otherwise. This Agreement is made solely and

specifically between and for the benefit of the parties to it and their respective successors and assigns subject to the provisions of it relating to successors and assigns, and no other person, individual, corporation or entity, shall have any rights, interest, or claims under this Agreement or be entitled to any benefits on account of this Agreement as a third-party beneficiary or otherwise.

10. Enforcement. In the event either party must take legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to their reasonable attorney's fees and costs.

11. Lien. In no event shall the Escrow Agent charge or claim a lien against any of the proceeds held hereunder for the benefit of Willard City for any other debt or obligation owed by the Developer.

12. Fees. Developer agrees to pay to the Escrow Agent all fees charged by the Escrow Agent for its services and the performance of its duties and obligations under this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement or caused it to be signed by their duly authorized officers to day and year first hereinabove set forth.

(Remainder of page left intentionally blank)

ESCROW AGENT:

Name: Brad Mortensen

Institution: Heritage West Title

Title: Manager

Mailing Address:

11 W. Forest St.

Brigham City, UT 84302

Telephone: 435-723-1007

Email Address:

Brad @ Heritage West Title .com

Signature:

B. Mortensen

ESCROW ACCOUNT INFORMATION:

Name of Financial Institution:

Zions Bank

Mailing Address:

98 N. Main

Brigham City, UT 84302

Escrow Account/Reference Number:

984347070

DEVELOPER:

Name: XRAM Enterprises, LLC, and
Christopher Marx & Melissa Marx

Company:

Title:

Mailing Address:

297 W 380 N.

WILLARD, UT 84340

Telephone: 435-720-3085

Email Address:

Chrism @ pga.com

Signature:

Christopher Marx *Melissa Marx*
Chris Marx - member XRAM Enterprises

WILLARD CITY CORPORATION:

Date:

8/1/2024

Mayor:

ATTEST:

City Recorder:

Joan K. Gray

When completed, please email or deliver to Madison Brown at Willard City.

madison@willardcity.com

80 W 50 N, Willard, UT 84340

EXHIBIT "A"
(Subdivision Improvements)



MEMORANDUM

CONSULTING ENGINEERS

TO: Willard City Council
Jeremy Kimpton, City Manager

FROM: Chris Breinholt, P.E.
City Engineer

RE: **X-Ram Subdivision**
Water Rights Summary

Date: August 8, 2024

I am writing to provide information regarding the water shares needed for the development of the proposed 10-lot subdivision stated above. Based on current System Specific Sizing Standards from the Utah Division of Drinking Water, we have determined that a total of 8.18 acre-feet of water shares will be required to adequately service these lots.

Key Details:

- **Number of Lots:** 10
- **DDW System Specific Standard for annual use:** 0.818 acre*ft/ERC
- **Total Water Shares Required:** 8.18 acre-feet

This calculation is based on our standard water usage guidelines issued by the State of Utah and ensures that there will be sufficient water resources to meet the needs of the new development while maintaining compliance with our existing water management policies.

Please review this information and let me know if there are any additional considerations or questions.

HW 11040BC

WHEN RECORDED MAIL TO:

Willard City
80 W. 50 S.
Willard, UT 84340

WATER RIGHT DEED

Christopher Marx,

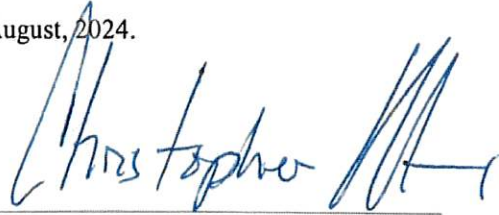
Grantor, of Willard, County of Box Elder, State of Utah, hereby grants, conveys and assigns to

**Willard City,
a municipal corporation,**

Grantees, of Willard, County of Box Elder, State of Utah for the sum of TEN DOLLARS and other good and valuable consideration, the following described **water right**, on file and of record in Box Elder County, State of UTAH, to-wit:

29-5006 (A49263)

WITNESS, the hand of said grantor, this 9th day of August, 2024.



Christopher Marx

STATE OF UTAH)
 :SS.
County of Box Elder)

On the 9th day of August, 2024 personally appeared before me Christopher Marx, the signer of the within instrument, who duly acknowledged to me that he executed the same.


Notary Public

WATER RIGHTS ADDENDUM TO WATER DEEDS

Grantor: Christopher Mark
Grantee: Willard City
Water Right No(s): 29-5006

In connection with the foregoing water rights conveyance, Grantor hereby assigns to Grantee all water rights listed which are not yet capable by law of being conveyed by deed (e.g., pending or unapproved water rights) and all applications pertaining to the water rights listed (e.g., all change applications, extension applications, non-use applications, etc.). Grantor also makes the following declarations and disclosures:

SECTION 1 - TYPE OF DEED Check one box only - Must match language in the deed

- ☐ The foregoing deed is a warranty deed. (Grantor is making all standard warranties.)
☐ The foregoing deed is a special warranty deed. (Grantor is only warranting that Grantor has not previously conveyed title to others, i.e., a warranty of title as to all claiming by or through Grantor.)
☐ The foregoing deed is a quit claim deed. (Grantor is making no warranties.)
☐ The language in the foregoing deed is controlling as to the type of deed and associated warranties, if any.
(County Recorder should forward a copy of this form to the Utah Division of Water Rights if any box above is checked)

SECTION 2 - APPURTENANT WATER RIGHTS Check one box only

- ☐ All of Grantor's water rights approved for use on the following described parcel(s) are being conveyed.
☐ In addition to any specifically identified rights, all other water rights owned by Grantor and approved for use on the following described parcel(s) are being conveyed. _____
☐ No water rights other than those specifically identified by water right number are being conveyed.

SECTION 3 - WATER RIGHTS CONVEYED IN WHOLE OR IN PART Check all applicable boxes

- ☐ 100% of the following water rights described in the deed are being conveyed. Water Right Nos. _____
☐ Only the portion indicated of the following water rights described in the deed are being conveyed.
_____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land;
stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____
_____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land;
stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____
_____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land;
stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____
☐ The language in the foregoing deed is controlling as to quantity, if any.

SECTION 4 - OTHER DISCLOSURES Check all applicable boxes

- ☐ Grantor is endorsing and delivering to Grantee stock certificates for _____ shares of stock in the following water company: _____
☐ Other water related disclosures: _____

The undersigned acknowledge sole responsibility for the information contained herein even though they may have been assisted by employees of the Utah Division of Water Rights, real estate professionals, or other professionals, except to the extent that title insurance or a legal opinion concerning such information is obtained.

Grantor's Signature: [Signature]

Grantee's Acknowledgment of Receipt: [Signature]

Grantee's Mailing Address: 80 W 50 S Willard UT 84340

NOTE: GRANTEE MUST KEEP A CURRENT ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS

Box Elder County Utah Recorders Office

01 South Main Street

Brigham City, Utah 84302

(435) 734-3391

Chad Montgomery, County Recorder

Receipt: 24-5282

Product	Name	Extended
WATER	WATER	\$40.00
	Document #	477553
		B: 1592 P: 1656
	Requested By:	Christopher Marx
	# Pages:	2
CreditCardFee	Credit Card Fee	\$1.00
Credit Card Charge		\$1.00
Total		\$41.00
Tender (Credit Card)		\$41.00
Signature:	_____	

Thank You

8/9/24 11:44 AM scanner

ITEM 2B

Willard City Corporation

80 West 50 South
Box 593



Willard, Utah 84340
(435)734-9881

APPLICATION FOR PLANNING COMMISSION HEARING

Application Date 8/5/2024

Applicant Neldon Kapp

Mailing Address P.O. Box 141

Willard, UT 84340-0141

Project Address 620 N 200 W

Willard, UT 84340

Phone Number 435-740-9016

Email neldnkapp@yahoo.com

Assessor's Parcel Number 020460005

Parcel Legal Description _____

I hereby request a hearing before the
Willard City Planning Commission on
behalf of my application for:

- ☐ Conditional Use Permit - \$25 fee.
- ☐ Lot Line Adjustment - \$25 fee.
- ☐ Other - Fee varies, \$25 minimum.

Note: Fees will be charged on each application and are non-refundable. Additional applications on the same project will be considered as new applications and be charged accordingly. All applications, with required data and fees, must be filed in the Willard City Office at least two weeks prior to the scheduled hearing date.

Project description (Attach additional sheets as required):

Complete Applicant Affidavit on back of this page.

Applicant's Affidavit

STATE OF UTAH)
) SS
COUNTY OF BOX ELDER)

I (we), _____, being duly sworn, depose and say that I (we) am (are) the owner(s)* or authorized agent(s) of the owner of the property located at

in Willard City, which property is involved in the attached application and that the statements and answers therein contained and the information provided in the attached plans and other exhibits present thoroughly, to the best of my (our) ability, the argument in behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

Signed _____
Property Owner(s)

Agent _____

Subscribed and sworn before me this ____ day of _____ 20 ____.

Notary Public

Residing in _____
My commission expires _____

*May be owner of record, contract owner, part to valid earnest money agreement, option holder, etc. have the other legal control of property.

AGENT AUTHORIZATION

I (we), _____, the owner(s) of real property described above, hereby appoint _____ as my (our) agent(s) to represent me (us) with regard to this application affecting the above described real property, and do authorize them to appear on my (our) behalf before any Willard City Boards considering the application.

Signed _____
Property Owner(s)

Agent _____

Subscribed and sworn before me this ____ day of _____ 20 ____.

Notary Public

Residing in _____
My commission expires _____



North

Easement Agreement

This Agreement made as of the 1st day of July 2024, between Neldon F. Kapp and Jan L. Kapp (referred to herin as "GRANTOR"), and Colton D Kapp and Kamryn Kapp(referred to herin as GRANTEE").

Witnesseth:

1. Grantor shall have a right of way to access Lot 1 of the Kapp Subdivision which shall being, onto,over,across and under a strip of land more particularly described as follows:

See attached Exhibit "A"

2. GRANTOR, his heirs and assigns shall assume, pay and hold GRANTEE harmless from all costs, fees, maintenance fees, and damages associated with the installation of the above-described easement and the GRANTOR shall maintain the easement.

3. This easement shall continue in perpetuity for the benefit of Lot 1 of the Kapp Subdivision.

4. This agreement may not be changed or terminated orally, but only by an instrument in writing executed by the parties hereto.

Dates the day and date first above written

Neldon F. Kapp
Neldon F. Kapp

Jan L. Kapp
Jan L. Kapp

Colton D Kapp
Colton D Kapp

Kamryn Kapp
Kamryn Kapp

State of Utah)

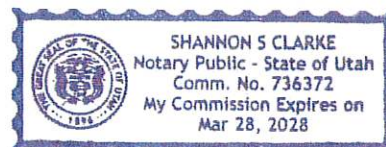
County of Box Elder)

On this day 1st of July 2024, personally appeared before me
Neldon F. Kapp, Jan L. Kapp, Colton D. Kapp and Kamryn Kapp
the signers of thru foregoing instrument, who duly acknowledged to me that they executed the same.

Shannon S. Clarke
Notary Public
Residing at Ogden Ut

My Commission Expires

3.28.2028



ITEM 2C



WILLARD CITY

Subdivision Land Use Authority (SLUA) – Special Meeting

August 1, 2024 – 3:00 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

1 The meeting was a special meeting designated by resolution. Notice of the meeting was provided 24 hours
2 in advance. A copy of the agenda was posted at City Hall and on the State of Utah Public Meeting Notice
3 Website.

4
5 The following members were in attendance:

6
7 Jeremy Kimpton, City Manager
8 Madison Brown, City Planner
9 Chris Breinholt, City Engineer
10 Payden Vine, Public Works Director
11 Van Mund, Fire Chief
12 Michelle Drago, Deputy City Recorder

13
14 Excused: Colt Mund, City Attorney.

15
16 Others in attendance: Zac Burk, Jones & Associates; Chad Braegger, Planning Commission; Rod
17 Braegger; Debbie Braegger; and John Newhall.

18
19 CALL TO ORDER

20
21 Madison Brown, City Planner, called the meeting to order at 3:08 p.m. The Deputy Recorder recorded a roll
22 call attendance.

23
24 2A. CONSIDERATION OF A CONCEPT PLAN FOR BROKE ASS RANCH SUBDIVISION FIRST
25 AMENDMENT (AMENDING LOT 1 BROKE ASS RANCH SUBDIVISION) LOCATED AT
26 APPROXIMATELY 110 SOUTH 400 WEST (PARCEL NO. 02-054-0022)

27
28 Time Stamp – 0:44 – 08/01/2024

29
30 Madison Brown, City Planner, stated that Rod and Debbie Braegger had submitted a concept plan to amend
31 Lot 1 of the Broke Ass Ranch Subdivision by dividing it into three lots. She had been working with Debbie
32 Braegger on the emergency access easement agreement.

33
34 Chris Breinholt, City Engineer, stated that the secondary access did not follow what was approved. Rob
35 Braegger said they approached the City Council on December 14, 2023, about amending the location of
36 the emergency access. The City Council approved the change. The new emergency access was also the
37 sewer easement.

38
39 Chris Breinholt asked if the Fire Chief had approved the access change. Chief Van Mund said he had
40 spoken with Rod Braegger about the change. The emergency access needed to be posted. Rod Braegger
41 said he had the signs, but he had not posted them yet.

42
43 Chad Braegger, Planning Commission, stated that he spoke with Lindsey Hansen who said the edge of the
44 pavement needed to be repaired from the edge of 250 West to the emergency access gate area. Mr.
45 Braegger had noticed that the manhole on the east end was sticking up. He felt road base should be added
46 around it to prevent it from being clipped by a snowplow. Rod Braegger said he would talk to Lindsey
47 Hansen.



WILLARD CITY

Subdivision Land Use Authority (SLUA) – Special Meeting

August 1, 2024 – 3:00 p.m.

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Chris Breinholt was disappointed Braegger's were proposing to add lots and services to a road that had just been paved. This was a brand-new road. Some cities had a policy that new roads could not be cut for five years. He was not sure Willard had such a policy.

Rod Braegger stated that they did not plan to install the services for three years. They had sold Lot 2, the lot on the east side of 400 West. They wanted to subdivide Lot 1 into three lots, but they were the only ones who planned to build at this time.

Chris Breinholt stated that Braegger's had only installed services for one lot on the west side of 400 West. If the city approved the proposed amendment, Braegger's would have to install services for the second lot on the west side of 400 West, as well as the lot proposed on 500 West.

Zac Burk said that frontage improvements would also be required for Lot 3 on 500 West.

Rob Braegger did not want the additional two lots tied up in his home loan and subsequent lien. His son planned to build on Lot 3 in three years. His daughter planned to build on Lot 2.

Chief Mund asked if the Braegger's could pay for the improvements but not put them in. Chris Breinholt said the code did not allow them to do that. Improvements had to be installed for every lot within one year of approval.

Jeremy Kimpton, City Manager, could not see a way around the code requirements.

Rod Braegger asked if the improvement requirements applied to Lot 3 as well. Chris Breinholt said they did. The proposed amendment would require services for Lots 3, 4, and 5 and construction of 500 West.

Rod Braegger said why he had to put the improvements in right now. Chris Breinholt said SLUA was not authorized to waive parts of the code. The code required subdivision improvements to be installed within one year of approval. To protect buyers, a subdivided lot was required to have stubbed utilities.

Chad Braegger stated that Rod Braegger could not legally sell the lots without services.

Debbie Braegger said they could build on the existing Lot 1. Chris Breinholt agreed. The Braegger's had a buildable lot because services for Lot 1 had been installed. They just needed to place the home based on plans to divide the property in the future.

Chad Braegger asked about the utilities on 500 West. Zac Burk said the water ended at the south end of the Mountain Shadows Subdivision. The sewer continued to the south. Rod Braegger said he did not want to spend the money to improve 500 West at this time. UTA would be moving faster than they had planned because of the 2034 Olympics. He was hoping they would build the road.

Debbie Braegger asked about leaving Lot 1 in the agricultural green belt. Chad Braegger said they needed five acres to qualify for the green belt. Lot 1 had less than five acres.

Zac Burk asked about an accessory dwelling unit. Chad Braegger said an external ADU could not be larger than 1,000 square feet. He felt Rod Braegger would want a home larger than that.

Rob Braegger asked if the City Council could grant them a variance. Jeremy Kimpton said the city ordinances did not give the SLUA a mechanism to waive subdivision requirements. The city attorney would



WILLARD CITY

Subdivision Land Use Authority (SLUA) – Special Meeting

August 1, 2024 – 3:00 p.m.

Willard City Hall – 80 West 50 South

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99 have to determine if there was a legal way to work around the improvement requirements. If there was a
100 way to do it, it would have to be approved by the City Council.

101
102 Rod Braegger felt their only option was to pull their application.

103
104 Madison Brown said she would ask for the city attorney's opinion.

105
106 The SLUA did not take any action because the Braegger's pulled their application.

107
108 Madison Brown said the emergency access easement still had to be corrected before Braegger's could
109 build.

110
111 2B. CONSIDERATION OF A PRELIMINARY PLAN FOR GRANITE RIDGE SUBDIVISION PHASE 6
112 LOCATED AT APPROXIMATELY 675 SOUTH 450 EAST (PARCEL NOS. 02-053-0014 AND 02-
113 053-0069) (CONTINUED FROM MAY 30, 2024)

114
115 Time Stamp – 17:24 – 08/01/2024

116
117 Madison Brown stated that the SLUA's findings during its May 30th meeting had been addressed. The
118 easement for the flood channel and basin had been prepared, the addresses for the six lots fronting the
119 Parson ingress/egress road had been removed, and a note had been added to the plat restricting those six
120 lots from accessing the private ingress/egress. Did SLUA have any other comments or concerns?

121
122 John Newhall asked how the city wanted to record the easement for the flood channel and basin. Madison
123 Brown said the city attorney would prepared the easement, which would be recorded with the plat

124
125 Chris Breinholt stated that open space for the entire development was supposed to be 33.3%. He asked
126 what the percentage was. Some lots had been reconfigured into an area that used to be open space. He
127 asked for documentation of the overall open space. The overall plan also included 6-foot soft trails in Phase
128 6. The trails needed to be shown in the construction drawings.

129
130 Zac Burk said a soft trail was a defined trail that could be mulch, wood, gravel, or grass. John Newhall
131 asked if the soft trail could cross Parsons' Haul Road. John Newhall said Parsons required the installation
132 of a sign restricting access to emergency vehicles only. They did not allow pedestrians or motorized
133 vehicles. Chris Breinholt said the trails on either side would have to be independent of one another and
134 have access to the bench/Canal Road.

135
136 Madison Brown asked if the trails needed to be added to the plat. Zac Burk felt the best way to handle them
137 was through the construction drawings. John Newhall did not feel it would be an issue to add the trails to
138 the construction drawings, especially when they were being dedicated with the easement and open space.
139 He would show a trail going from the cul-de-sac on the east side through the open space and connecting
140 on the south up to the canal. He would also provide the open space calculations requested by Chris
141 Breinholt.

142
143 Zac Burk asked if Willard Flood Control had any outstanding items. John Newhall said they did not.

144
145 Chad Braegger asked about water conveyance. Jeremy Kimpton said they had reviewed the water and felt
146 Granite Ridge had conveyed all the required water. Zac Burk said they did an extensive search of the parcel
147 numbers and could not find any existing privately owned water rights that should have been conveyed to



WILLARD CITY

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the city.

Chad Braegger asked who John Newhall represented. John Newhall said he was with Granite Ridge, LLC/Scott Priest.

Chris Breinholt stated that building permits in Phase 6 could not be issued until the waterline in Phase 5 was completed.

Chris Breinholt moved to forward Phase 6 to the Planning Commission with a recommendation of approval subject to overall documentation that there was 33.3% of open space; and that the soft trails shown on the Granite Ridge master plan for his phase be included in the construction drawings, except for pedestrian access onto the Haul Road. Zac Burk seconded the motion.

Chris Breinholt felt the preliminary presentation to the Planning Commission should include the open space documentation. He felt Zac Burk could handle the soft trails in the construction drawings.

All voted “aye.” The motion passed unanimously.

2B. CONSIDERATION AND APPROVAL OF JUNE 27, 2024, MINUTES

Madison Brown moved to approve the June 27, 2024, minutes as written. Zac Burk seconded the motion. All voted “aye.” The motion passed unanimously.

3. ADJOURN

Jeremy Kimpton moved to adjourn at 3:44 p.m. Michelle Drago seconded the motion. All voted “aye.” The motion passed unanimously.

Minutes were read individually and approved on: _____

Madison Brown, City Planner

Michelle Drago, Deputy City Recorder

dc: SLUA 08-01-2024