

WEBER COUNTY CONTRACT SUMMARY AND CONTROL SHEET

CONTRACT NO. _____

County Attorney & Comptroller Sections must have appropriate approvals BEFORE submitting contract for the agenda.

Important! Fill out ENTIRE "Originating Department" area below BEFORE submitting contract to commission for agenda

ORIGINATING DEPARTMENT			
TYPE OF CONTRACT:	<input type="checkbox"/> Revenue Generating	<input type="checkbox"/> Onetime Expenditure	<input type="checkbox"/> Ongoing Expenditures <input checked="" type="checkbox"/> N/A
CONTRACT TITLE: Subdivision Improvement Agreement for Edgewater Beach Resort Phase 2 PRUD			
CONTRACTOR/VENDOR: Chad Bessinger Manager of Jack Fisher Development of Northern Utah, LLC			
Address: 1148 W. Legacy Crossing Blvd. #400 Centerville, Utah 84014			
Phone: 801-518-6550		Contact Person: Chad Bessinger	
W-9 Attached <input type="checkbox"/> N/A <input checked="" type="checkbox"/>		Email: Chad@jfcapital.com	
PURPOSE - Be Specific: The Edgewater Beach Resort Subdivision Phase 2 PRUD has provided a Subdivision Improvement Agreement for landscaping and various improvements. A financial guarantee for these improvements have been provided as part of this agreement.			
# OF ORIGINALS ENCLOSED: at least 2 or 1/entity):		ALL ATTACHMENTS INCLUDED: <input type="checkbox"/> Yes <input type="checkbox"/> No	
EFFECTIVE DATE: September 27, 2016		TERMINATION DATE:	
TOTAL AMOUNT: \$ 989,891.06		AMOUNT PER YEAR: \$	
ORG:		OBJECT CODE:	
COMMISSION PRESENTER + PHONE #: Rick Grover Phone: 801-399-8759			
SPECIAL INSTRUCTIONS/COMMENTS:			
COUNTY ATTORNEY APPROVAL			
COUNTY ATTORNEY: <i>Courtney P. Erickson</i>		DATE APPROVED: <i>9-23-16</i>	REVISIONS NECESSARY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
APPROVAL AS TO <input checked="" type="checkbox"/> FORM <input checked="" type="checkbox"/> LEGAL SUFFICIENCY		COMMISSION ACTION NECESSARY <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
COMMENTS:			
COMPTROLLER APPROVAL			
COMPTROLLER: <i>CB</i>		DATE APPROVED: <i>9/23/16</i>	BUDGET AVAILABLE: <input type="checkbox"/> YES <input type="checkbox"/> NO <i>N/A</i>
SPECIAL INSTRUCTIONS/COMMENTS:			
COUNTY COMMISSION APPROVAL			
COMMISSION APPROVAL: <i>[Signature]</i>		DATE CONTRACT APPROVED: <i>11-1-2016</i>	
VOTING RECORD: Ebert <input checked="" type="checkbox"/> Gibson <input checked="" type="checkbox"/> Bell <input type="checkbox"/>			
WHEN COMPLETED RETURN TO CLERK/AUDITOR'S OFFICE FOR FILING			
COMMENTS:			



Staff Report to the Weber County Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: Consideration and action on a request for final approval of Edgewater Beach Resort Subdivision Phase 2 PRUD, consisting of 20 lots, including a Subdivision Improvement Agreement with the Financial Guarantee.

Type of Decision: Administrative

Agenda Date: Tuesday, September 27, 2016

Applicant: Chad Bessinger, HWL Edgewater LLC

File Number: UVE030515

Property Information

Approximate Address: 6350 East Highway 39

Project Area: 4.436 acres

Zoning: Commercial Valley Resort Recreation Zone CVR-1

Existing Land Use: Vacant

Proposed Land Use: Residential

Parcel ID: 20-013-0023

Township, Range, Section: 6N 1E Sec 13

Adjacent Land Use

North: Pineview Reservoir

East: Residential

South: Residential

West: Agriculture

Staff Information

Report Presenter: Rick Grover
rgrover@co.weber.ut.us
801-399-8759

Report Reviewer: SM

Applicable Ordinances

- Weber County Land Use Code Title 106 (Subdivisions)
- Weber County Land Use Code Title 104 (Zones) Chapter 11 (CVR-1 Zone)

Background

The Planning Commission has recommended final approval of Edgewater Beach Resort Subdivision PRUD Phase 2 (20 lots). This proposed 4.436 acre subdivision at 6350 East Highway 39 is located in the CVR-1 Zone. This subdivision is part of a previously approved PRUD (CUP 2012-02).

Phase 2 consists of:

- three storage barns with two buildings divided into nine spaces and one building having three spaces (S8-S28),
- building pads for dwelling units (Pads 10-29) comprising one triplex, four duplexes, and nine single family dwellings,
- recreation areas for horseshoe, bocce ball, and volleyball,
- two pavilions (one small and one large),
- common areas with private streets, parking stalls, trails, and landscaping.

Culinary water will be provided by Lakeview Water and Mountain Sewer will provide services for phase 2. An escrow account has been created for improvements and landscaping where the funds are to be divvied out as needed.

The Weber Fire District has reviewed the project and has responded with an approval that is conditioned upon specific requirements. Fire hydrants are spaced appropriately.

Analysis

General Plan: The subdivision conforms to the General Plan by meeting the requirements of the Zone in which it is located and the PRUD Ordinance.

Zoning: The subject property is located in the Commercial Valley Resort Recreation Zone (CVR-1) the purpose of this zone is stated in the LUC §104-11-1

The purpose of this zone is to provide locations in the Ogden Valley and at major recreation resort areas, where service facilities and goods normally required by the public in the pursuit of general recreation activities can be obtained.

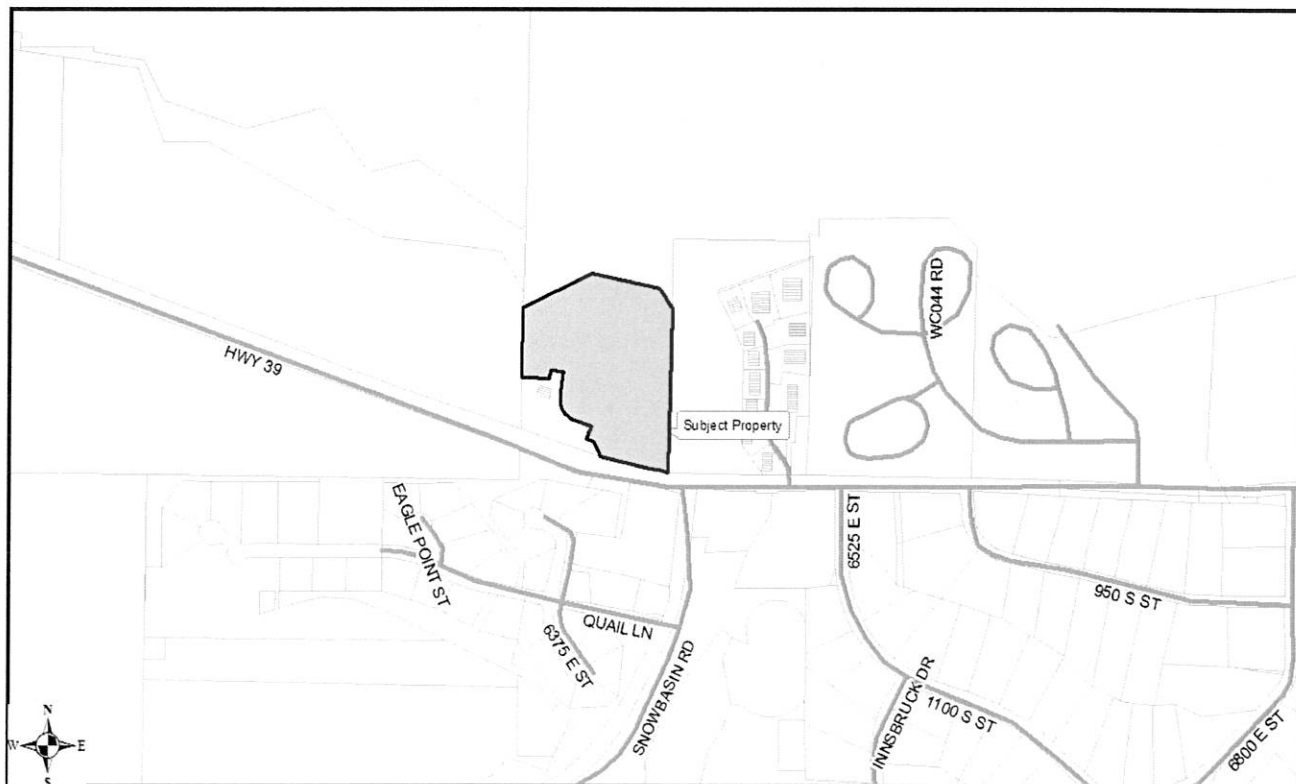
The proposed plan complies with all zoning regulations including the PRUD and subdivision ordinances. It should be noted that the subdivision improvement agreement and financial guarantee have been approved by our Engineering and Legal Departments. The CC&R's for phase 1 will also be annexed into Phase 2.

Staff Recommendation

The Planning Division recommends final approval of Edgewater Beach Resort Subdivision Phase 2 PRUD.

This recommendation is based on the following findings:

1. The proposed subdivision conforms to the Ogden Valley General Plan.
2. The proposed subdivision complies with applicable ordinances.
3. The proposed subdivision will not be detrimental to the public health, safety, or welfare.
4. The proposed subdivision will not deteriorate the environment of the general area so as to negatively impact surrounding properties and uses.





Exhibits

- A. Edgewater Beach Resort Phase 2 PRUD subdivision plat
- B. Subdivision Improvement agreement

SHEET
1 OF 2

EDGEWATER BEACH RESORT PHASE 2
A PLANNED RESIDENTIAL UNIT DEVELOPMENT (P.R.U.D.)

THE CITY OF GAITHERSBURG, MARYLAND



DEVELOPER:
M. J. ...

AGENT:
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PLANNING COMMISSION:
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CITY COUNCIL:
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GENERAL NOTES

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HORROCKS ENGINEERS

1234 5678 9012

PLANNING COMMISSION

CITY COUNCIL

APPROVED

DATE

BY

FOR

PROJECT

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WEBER COUNTY
SUBDIVISION IMPROVEMENT
AGREEMENT

1. **Parties:** The parties to this Subdivision Improvement Agreement ("the Agreement") are **Chad Bessinger, Manager of Jack Fisher Development of Northern Utah, LLC** ("the Developer") and Weber County Corp. ("the County").
2. **Effective Date:** The Effective Date of this Agreement will be the date that final subdivision plat approval is granted by the County Commission ("the Commission").

RECITALS

WHEREAS, the Developer seeks permission to subdivide property within the unincorporated area of Weber County, to be known as **Edgewater Beach Resort Phase 2 PRUD** (the "Subdivision"), which property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the County seeks to protect the health, safety and general welfare of the residents by requiring the completion of various improvements in the Subdivision and thereby to limit the harmful effects of substandard subdivisions, including premature subdivision which leaves property undeveloped and unproductive; and

WHEREAS, the purpose of this Agreement is to protect the County from the cost of completing subdivision improvements itself and is not executed for the benefit of material, men, laborers, or others providing work, services or material to the Subdivision or for the benefit of lot or home buyers in the Subdivision; and

WHEREAS, the mutual promises, covenants, and obligations contained in this Agreement are authorized by state law and the County's Subdivision Ordinance Title 26-4-1 et seq;

THEREFORE, the Parties hereby agree as follows:

DEVELOPER'S OBLIGATIONS

3. **Improvements:** The Developer will construct and install, at his own expense, those on-site and off-site subdivision improvements listed on Exhibit B attached hereto and incorporated herein by this reference ("the Improvements"). The Developer's obligation to complete the Improvements will arise upon final plat approval by the County, will be independent of any obligations of the County contained herein and will not be conditioned on the commencement of construction in the development or sale of any lots or improvements within the development.

4. **Security:** To secure the performance of his obligations hereunder, the Developer will deposit with the County on or prior to the effective date, an irrevocable deposit in Escrow in the amount of \$989,891.06.
5. **Standards:** The Developer will construct the Improvements according to the Public Works Standards and Technical Specifications as incorporated herein by this reference.
6. **Warranty:** The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of one year from the date that the County accepts the improvement when completed by the Developer.
7. **Completion Periods:** The Developer will commence work on the Improvements within one year from the Effective Date of this Agreement (the "Commencement Period") and the Improvements, each and every one of them, will be completed within two years from the Effective Date of this Agreement (the "Completion Period").
8. **Compliance with Law:** The Developer will comply with all relevant laws, ordinances, and regulations in effect at the time of final subdivision plat approval when fulfilling his obligations under this Agreement. When necessary to protect public health, the Developer will be subject to laws, ordinances and regulations that become effective after final plat approval.
9. **Dedication:** The developer will dedicate to the County or other applicable agency as designated by the County the Improvements listed on Exhibit B attached hereto and incorporated herein by this reference pursuant to the procedure described in Paragraph 13 below.

COUNTY'S OBLIGATIONS

10. **Plat Approval:** The County will grant final subdivision plat approval to the Subdivision under the terms and conditions previously agreed to by the Parties if those terms and conditions are consistent with all relevant state laws and local ordinances in effect at the time of final plat approval.
11. **Inspection and Certification:** The County will inspect the Improvements as they are being constructed and, if acceptable to the County Engineer, certify such improvement as being in compliance with the standards and specifications of the County. Such inspection and certification, if appropriate, will occur within 7 days of notice by the Developer that he desires to have the County inspect an improvement. Before obtaining certification of any such improvement, the Developer will present to the County valid lien waivers from all persons providing materials or performing work on the improvement for which certification is sought. Certification by the County Engineer does not constitute a waiver by the County of the right to draw funds under the Escrow on account of defects in or failure of any improvement that is detected or which occurs following such certification.
12. **Notice of Defect:** The County will provide timely notice to the Developer whenever inspection reveals that an improvement does not conform to the standards and specifications shown on the approved subdivision improvement drawings on file in the Weber County Engineering and Surveyor's Office or is otherwise defective. The Developer will have 30 days from the issuance of such notice to cure or substantially cure the defect. The County may not declare a default under this Agreement during the 30 day cure period on account of any such defect unless it is clear that the Developer does not intend to cure the defect. The Developer will have no right

to cure defects in or failure of any improvement found to exist or occurring after the County accepts dedication of the improvement(s).

13. **Acceptance of Dedication:** The County or other applicable agency will accept the dedication of any validly certified improvement within 30 days of the Developer's offer to dedicate the improvement. The County's or agency's acceptance of dedication is expressly conditioned on the presentation by the Developer of a policy of title insurance, where appropriate, for the benefit of the County showing that the Developer owns the improvement in fee simple and that there are no liens, encumbrances, or other restrictions on the improvement unacceptable to the County in its reasonable judgment. Acceptance of the dedication of any improvement does not constitute a waiver by the County of the right to draw funds under the Escrow on account of any defect in or failure of the improvement that is detected or which occurs after the acceptance of the dedication. The Improvements must be offered to the County in no more than one dedication per month.
14. **Reduction of Security:** After the acceptance of any improvement, the amount which the County is entitled to draw on the Escrow may be reduced by an amount equal to 90 percent of the estimated cost of the improvement as shown on Exhibit B. At the request of the Developer, the County will execute a certificate of release verifying the acceptance of the improvement and waiving its right to draw on the Escrow to the extent of such amount. A Developer in default under this Agreement will have no right to such a certificate. Upon the acceptance of all of the Improvements, the balance that may be drawn under the Letter of Credit or Escrow will be available to the County for 90 days after expiration of the Warranty Period.
15. **Use of Proceeds:** The County will use funds drawn under the Escrow only for the purposes of completing the Improvements or correcting defects in or failures of the Improvements.

OTHER PROVISIONS

16. **Events of Default:** The following conditions, occurrences or actions will constitute a default by the Developer during the Construction Period:
 - a. Developer's failure to commence construction of the Improvements within one year of final subdivision plat approval;
 - b. Developer's failure to complete construction of the Improvements within two years of final subdivision plat approval;
 - c. Developer's failure to cure the defective construction of any improvement within the applicable cure period;
 - d. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer;
 - e. Foreclosure of any lien against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure.

The County may not declare a default until written notice has been given to the Developer.

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 - b. Developer's failure to complete construction of the Improvements within two years of final subdivision plat approval;
 - c. Developer's failure to cure the defective construction of any improvement within the applicable cure period;
 - d. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer;
 - e. Foreclosure of any lien against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure.

The County may not declare a default until written notice has been given to the Developer.

reasonable attorney's fees and expert witness fees, from the opposing party. If the court, arbitrator, or mediator awards relief to both parties, each will bear its own costs in their entirety.

23. **Vested Rights:** The County does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the County, if any, before the Developer is entitled to commence development of the Subdivision or to transfer ownership of property in the Subdivision.
24. **Third Party Rights:** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement, except that if the County does not exercise its rights within 60 days following knowledge of an event of default, a purchaser of a lot or home in the Subdivision may bring an action in mandamus to compel the County to exercise its rights.
25. **Scope:** This Agreement constitutes the entire agreement between the parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this Agreement will be binding on the parties.
26. **Time:** For the purpose of computing the Commencement, Abandonment, and Completion Periods, and time periods for County action, such times in which civil disaster, acts of God, or extreme weather conditions occur or exist will not be included if such times prevent the Developer or County from performing his/its obligations under the Agreement.
27. **Severability:** If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
28. **Benefits:** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the County. Such approval may not be unreasonable withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the County to assign its rights under this Agreement. The County will release the original developer's Letter of Credit or Escrow if it accepts new security from any developer or lender who obtains the Property. However, no act of the County will constitute a release of the original developer from this liability under this Agreement.
29. **Notice:** Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

if to Developer (Attn) (Address)	<u>Chad Bessinger</u> <u>1148 W. Legacy Crossing Blvd. #400</u> <u>Centerville, UT 84014</u>
-------------------------------------	--

if to County:	Attn: County Engineer Weber Center 2380 Washington Blvd. Suite 240 Ogden, UT 84401
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- 30. **Recordation:** Either Developer or County may record a copy of this Agreement in the Clerk and Recorder's Office of Weber County, Utah.
- 31. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law.
- 32. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement or Letter of Credit will be deemed to be proper only if such action is commenced in District Court for Weber County. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

Dated this _____ day of _____, 20__.

Developer

CORPORATE ACKNOWLEDGMENT

State of Utah)
 ss
County of Weber)

On the _____ day of _____ A.D. 20__ personally appeared before me duly sworn, did say that he/she is the _____ of _____, the corporation which executed the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of a Resolution of its Board of Directors that the said corporation executed the same.

Notary Public
Residing at:

APPROVED AS TO FORM:

Camille P. Erickson
Weber County Attorney

Chairperson, Weber County Commission

Date

ATTEST:

Weber County Clerk

EXHIBIT A: PROPERTY DESCRIPTION TO BE SUBDIVIDED

PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 39, SAID POINT BEING THE SOUTHEAST CORNER OF EDGEWATER BEACH RESORT PHASE 1 - 1ST AMENDMENT AND LIES N00°25'49"E 116.29 FEET AND S89°34'11"E 379.43 FEET FROM THE SOUTHWEST CORNER OF SECTION 13; THENCE ALONG THE EASTERLY BOUNDARY OF SAID SUBDIVISION THE FOLLOWING TEN (10) COURSES: (1) N14°34'00"E 121.64 FEET; (2) N70°43'57"W 63.32 FEET; (3) N17°56'43"E 115.86 FEET; (4) N06°58'25"E 95.65 FEET; (5) N18°32'05"W 88.52 FEET; (6) N13°34'41"W 26.00 FEET; (7) ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 22.64 FEET, A RADIUS OF 15.00 FEET, A CHORD BEARING OF N60°20'46"W, AND A CHORD LENGTH OF 20.55 FEET; (8) N17°38'34"W 8.59 FEET; (9) S72°01'51"W 28.00 FEET; (10) N17°58'09"W 66.23 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 86.67 FEET, A RADIUS OF 66.72 FEET, A CHORD BEARING OF N46°55'45"E, AND A CHORD LENGTH OF 80.71 FEET; THENCE N72°01'51"E 211.70 FEET; THENCE S60°22'18"E 75.49 FEET; THENCE S89°39'30"E 47.12 FEET TO THE WEST LINE OF THE UNITED STATES OF AMERICA PROPERTY; THENCE ALONG SAID PROPERTY, S00°20'30"W 670.72 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 39; THENCE ALONG A NON-TANGENT CURVE ON SAID NORTHERLY RIGHT OF WAY LINE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 292.43 FEET, A RADIUS OF 1869.86 FEET, A CHORD BEARING OF N77°42'36"W, AND A CHORD LENGTH OF 292.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 193,238 SQUARE FEET OR 4.436 ACRES.

EXHIBIT B: REQUIRED ON & OFF SITE SUBDIVISION IMPROVEMENTS

See Exhibit B

EXHIBIT C: FINANCIAL GUARANTEE

See Exhibit C

Exhibit B

Edgewater Beach Resort					
Phase 2					
Item					
No.	Description	Quantity	Unit	Unit Price	Total
1	24" WATERWAY WITH 1 1/2" DIAMETER AGGREGATE	1,720	LF	26.00	\$ 44,720.00
2	TYPE F CURB	85	LF	22.00	\$ 1,870.00
3	CURB WALL	110	LF	22.00	\$ 2,420.00
4	HANDICAP RAMPS	5	EA	1,050.00	\$ 5,250.00
5	4' SIDEWALK	1,869	LF	16.00	\$ 29,904.00
6	PREP AND POUR STAIRWAYS	17	EA	300.00	\$ 5,100.00
7	3" OF ASPHALT WITH FINAL GRADE	30,293	Square Feet	1.75	\$ 53,012.75
8	3" OF ASPHALT OVER 4" OF ROADBASE FOR WALKING TRAIL	2,364	Square Feet	3.85	\$ 9,101.40
9	INSTALL 4' X 4' WOOD BARRICADES	1	EA	3,400.00	\$ 3,400.00
10	FINE GRADE COMMON AREA FOR SIDEWALK	1	Flat Rate	12,640.00	\$ 12,640.00
11	SEAL COAT	31,000	Square Feet	0.35	\$ 10,850.00
12	UDOT SR-39				
13	MOBILIZATION	1	Flat Rate	6,400.00	\$ 6,400.00
14	TRAFFIC CONTROL & FLAGGING	1	Lump Sum	35,555.00	\$ 35,555.00
15	REMOVE PAVEMENT MARKING PAINT	5,090	LF	0.67	\$ 3,410.30
16	REMOVE PAVEMENT MESSAGE PAINT	2	EA	\$90.75	\$ 181.50
17	SAW CUT EXISTING PAVEMENT	3,126	LF	2.20	\$ 6,877.20
	EXCAVATION & EMBANKMENT (INCLUDES SAW CUTTING &				
18	ASPHALT REMOVAL) EXCESS MATERIAL TO BE HAULED OFF	2,120	Cubic Yards	29.54	\$ 62,624.80
19	FURNISH, PLACE, & COMPACT 18" OF GRANULAR BORROW	3,025	Tons	22.50	\$ 68,062.50
20	FURNISH, PLACE, & COMPACT UNTREATED BASE COURSE	1,540	Tons	27.83	\$ 42,858.20
21	FURNISH, PLACE, & COMPACT 6" THICK PG 64-34 ASPHALT	1,073	Tons	103.40	\$ 110,948.20
22	CHIP SEAL WITH FLUSH COAT	9,262	Square Yards	5.00	\$ 46,310.00
23	INSTALL W BEAM GUARDRAIL (INCLUDES MOBILIZATION)	1,295	LF	23.38	\$ 30,277.10
24	INSTALL END TREATMENT (TYPE G)	2	EA	3,206.50	\$ 6,413.00
25	PAVEMENT MESSAGE PAINT	7	EA	41.80	\$ 292.60
26	PAVEMENT MARKING PAINT	54	Gallons	81.40	\$ 4,395.60
27	CLEAR AND GRUB (GRUBBINGS TO REMAIN ON SITE)	1	Lump Sum	5,610.00	\$ 5,610.00
28	SEED DISTURBED AREA	68,675	Square Feet	0.19	\$ 13,048.25
29	3' X 3' CONCRETE STRUCTURE	1	EA	2,900.00	\$ 2,900.00
30	LANDSCAPING/AMMENITIES	1	EA	219,764.88	\$ 219,764.88
				Original Improvement Cost	\$ 1,456,937.78
				10%	\$ 145,693.78
				Revised Improvement Costs	\$ 844,197.28
				Total Bond Amount	\$ 989,891.06

Exhibit C



Weber County

Escrow Certificate

To Weber County, Utah:

The undersigned Escrow Agent does hereby certify that it has in its possession and custody, cash in the sum of \$989,891.06 which said sum said Escrow Agent is holding in escrow to guarantee the installation and completion, according to Ordinance, of all on and or off-site improvements, as specified in Exhibit "B" on the following described tracts of land in Weber County, Utah to wit:

LEGAL DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 39, SAID POINT BEING THE SOUTHEAST CORNER OF EDGEWATER BEACH RESORT PHASE 1 - 1ST AMENDMENT AND LIES N00°25'49"E 116.29 FEET AND S89°34'11"E 379.43 FEET FROM THE SOUTHWEST CORNER OF SECTION 13; THENCE ALONG THE EASTERLY BOUNDARY OF SAID SUBDIVISION THE FOLLOWING TEN (10) COURSES: (1) N14°34'00"E 121.64 FEET; (2) N70°43'57"W 63.32 FEET; (3) N17°56'43"E 115.86 FEET; (4) N06°58'25"E 95.65 FEET; (5) N18°32'05"W 88.52 FEET; (6) N13°34'41"W 26.00 FEET; (7) ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 22.64 FEET, A RADIUS OF 15.00 FEET, A CHORD BEARING OF N60°20'46"W, AND A CHORD LENGTH OF 20.55 FEET; (8) N17°38'34"W 8.59 FEET; (9) S72°01'51"W 28.00 FEET; (10) N17°58'09"W 66.23 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 86.67 FEET, A RADIUS OF 66.72 FEET, A CHORD BEARING OF N46°55'45"E, AND A CHORD LENGTH OF 80.71 FEET; THENCE N72°01'51"E 211.70 FEET; THENCE S80°22'18"E 75.49 FEET; THENCE S89°39'30"E 47.12 FEET TO THE WEST LINE OF THE UNITED STATES OF AMERICA PROPERTY; THENCE ALONG SAID PROPERTY, S00°20'30"W 670.72 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 39; THENCE ALONG A NON-TANGENT CURVE ON SAID NORTHERLY RIGHT OF WAY LINE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 292.43 FEET, A RADIUS OF 1869.86 FEET, A CHORD BEARING OF N77°42'36"W, AND A CHORD LENGTH OF 292.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 193,238 SQUARE FEET OR 4.436 ACRES.

In the event the funds so provided herein do not pay for and complete in full all of the specified improvements set forth in Exhibit "B" and as contemplated herein, then and in that event, subdivider/developer agrees to forthwith pay to Weber County all additional amounts necessary to so complete such improvements.

Said Escrow Agent hereby covenants and agrees that it will not release said funds to any person, firm or corporation (other than as is hereinafter provided) without the express written consent and direction from said Weber County, Utah, and that if said improvements are not satisfactorily installed and completed according to Ordinance within one month short of two years from the date hereof, that the said Escrow Agent will upon demand deliver said funds to said Weber County, Utah for the sole purpose of making and/or completing all of said improvements, with said County to return to the said Escrow Agent any and all funds which may prove to be in excess of the actual cost to the County to make and/or complete said improvements.

It is understood that the County may, at its sole option, extend said period of two years for such completion of such improvements upon request of the Escrow Agent or the Subdivider/Developer, if the County Commission determines that such extension is proper.

It is further understood and agreed that all matters concerning this agreement shall be subject to the pertinent provisions of the ordinances of Weber County, Utah.



Weber County

Dated this _____ day of _____, 20____.

Escrow Agent

Signature

Title

State Of Utah)

ss:

County Of Weber)

On the _____ day of _____, 20____ personally appeared before me _____
and _____ the signers of the within instrument
and who duly acknowledged to me that they executed the same.

My Commission Expires:

Notary Public

Approved as to form:

Courtney P. Jackson
Weber County Attorney

9-22-16
Date

Approved:

Chairperson, Weber County Commission

Date

Attest:

Weber County Clerk

Date



JF CAPITAL
LAND CO.

JFCapital.com

BROCK LOOMIS

Land Acquisition | Development Director

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