

Staff Report for the Western Weber Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: Consideration and action on a request for final approval of Vaquero Village Cluster

Subdivision including the approval of the subdivision improvement agreement.

Type of Decision: Administrative

Agenda Date: Tuesday, April 24, 2018

Applicant: J. Ervin Davis & Velayne B Davis

Authorized Representative: Dean Barrow **File Number:** LVV 041116

Property Information

Approximate Address: 7100 West 900 South, West Warren UT

Project Area: 12.424 acres

Zoning: Agricultural (A-1) and (A-2) Zones

Existing Land Use: Agricultural **Proposed Land Use:** Residential **Parcel ID:** 10-036-0015

Township, Range, Section: T6N, R3W, Section 14

Adjacent Land Use

North:AgriculturalSouth:ResidentialEast:AgriculturalWest:Residential

Staff Information

Report Presenter: Ronda Kippen

rkippen@co.weber.ut.us

801-399-8768

Report Reviewer: SB

Applicable Ordinances

- Weber County Land Use Code Title 104 (Zones) Chapter 5 Agricultural (A-1 Zone)
- Weber County Land Use Code Title 104 (Zones) Chapter 7 Agricultural (A-2 Zone)
- Weber County Land Use Code Title 106 (Subdivision)
- Weber County Land Use Code Title 108 (Standards) Chapter 3 Cluster Subdivisions

Development History

- The proposed cluster subdivision was reviewed by the Western Weber Planning Commission for conceptual sketch plan endorsement on March 8, 2016.
- The preliminary plan approval for the Vaquero Village Cluster Subdivision was granted on August 9, 2016 by the area
 planning commission. The proposed subdivision is located on a 12.424-acre parcel in the A-1 and A-2 Zones. As part
 of the preliminary approval, the planning commission granted a 7% bonus density for the proposed public access to
 development open space and a 10% bonus density for meeting the purpose and intent of the cluster subdivision
 requirements.
- The Western Weber Planning Commission recommended approval to the County Commission for final subdivision approval on December 13, 2016.
- The applicant applied for and was granted a one-year time extension approved by the Planning Director on 12/8/2017

Background and Summary

The Planning Commission has forwarded a positive recommendation for the final approval of the 13 lot subdivision known as Vaquero Village Cluster Subdivision (see Exhibit A). The proposed subdivision is located on a 12.424-acre parcel in the A-1



and A-2 Zones. Based on the current acreage, the base density is 11 lots. As part of the preliminary approval, the planning commission granted a 7% bonus density for the proposed public access to development open space and a 10% bonus density for meeting the purpose and intent of the cluster subdivision requirements. The 17% bonus density allows the applicant to move forward with the design and approval process for the 13 lot subdivision located at approximately 7100 West 900 South. Part of the consideration and action to be made by the County Commission is the approval of a Subdivision Improvement Agreement that includes a Financial Agreement in the amount of \$409,888.55 (see Exhibit B for the Subdivision Improvement Agreement) for the proposed subdivision.

The Uniform Land Use Code of Weber County (LUC) §106-1-8(f) identifies the approval process for final cluster subdivision. The proposed cluster subdivision requires a recommendation from the applicable planning area's planning commission; therefore, the final plat must be considered and approved by the County Commission after receiving a recommendation from the Planning Commission.

As part of the subdivision process, the proposal has been reviewed against the current subdivision ordinance in LUC §106, the Cluster Subdivision ordinance in LUC §108-3, and the applicable standards in the A-1 and A-2 zones (LUC §104-5 & §104-7) to ensure that the regulations and standards have been adhered to. The proposed subdivision, with the recommended conditions listed in this staff report, is in conformance with county code. The following is a brief synopsis of the review criteria and conformance with the LUC.

Analysis

<u>General Plan:</u> The proposal conforms to the Western Central Weber County General Plan by providing a cluster type development and preserving a minimum of 30% open space.

Zoning: The subject property lies in an area with a split zoning boundary. The zoning boundary is split along the front of the development between the A-1 and A-2 zones. Lots 1 & 2 will be located in the A-1 Zone; Lots 3-13 will be located in the A-2 Zone. It doesn't appear that a lot will be split by the zoning line but if Lot 2 or 3 is impacted by a zone line, LUC §104-1-4 explains that when a proposed lot is split by a zoning boundary the standards for area requirements depends on which of the zones has the more restrictive (or larger) area requirement. This is based upon a two-thirds rule.

- If two-thirds of the lot's area is contained in less restrictive zone, the lot may develop based upon the minimum standards of that zone. However, the home must be built in that less restrictive zone.
- If this is not the case then the home can be built in the larger zone, but the lot must meet the lot standards of that zone.
 The area within the less restrictive zone may be applied to lot to meet the larger standard.

The area standards between the A-1 and A-2 Zone do differ for most uses, however for single family dwellings both zones only require a minimum

A-2

A-1

900 S ST 50

900 S ST

area of 40,000 square feet per lot (LUC §104-5 and 104-7). The cluster subdivision development standards allow minimum lot sizes down to 15,000 square feet. The only differing element between the A-1 & A-2 zones that the development will have due to the split zone is the permitted and conditional uses for lots 3 through 13.

<u>Zoning Development Standards (Lot area, frontage/width and yard regulations)</u>: The minimum frontage in a cluster subdivision is 60 feet. The yard setback standards are:

Front yard: 20 feetRear yard: 20 feetSide yard: 8 feet

Dwellings are allowed to be an average height of 40 feet. The proposed lots range in size from 20,000 square feet to 22,375 square feet. The proposed development will include approximately 3.739 acres (162,910 square feet) of open space that will be dedicated for public access. Based on the cluster subdivision standards, the proposed layout, lot configurations and lot sizes are acceptable.

<u>Cluster Subdivision</u>: The proposed project will occupy 12.424 acres and consist of 13 lots, with 3.739 acres (30%) of common area which will be dedicated as public open space. The proposal meets the requirement of 30 percent open space. The lots are centered in the subdivision design and surrounded by 50 feet of common area. This area will be maintained by a Home Owners Association. A Home Owners Association will be created with specific Community Covenants and Restrictions (CC&R's) to include the maintenance and upkeep of the common area and landscaping. The final CC&R's been reviewed and found to meet the requirements outlined in both local and state statute. A condition of approval has been added to staff's recommendation to ensure that a Home Owner's Association is established and that the CC&R's are recorded with the final Mylar.

<u>Subdivision</u>: The proposed subdivision is located in the Agricultural Zone (A-1 & A-2) in Western Weber County. To ensure that property owners within the subdivision are aware that this area of the County is an active agricultural area a note must be added to the subdivision plat per LUC §106-1-8(c)(5) which states:

"Agriculture is the preferred use in the agricultural zones. Agricultural operations as specified in the Land Use Code for a particular zone are permitted at any time including the operation of farm machinery and no allowed agricultural use shall be subject to restriction on the basis that it interferes with activities of future residents of this subdivision."

The improvement plans for the proposed subdivision show the main corridor to be a 66 foot wide right of way, with a short 66 foot wide cul de sac that will provide access and frontage for lots 4-7. The new roadway will extend north from 900 South completing an intersection at 7100 West and will stub to the property located to the north. The improvements plans include a public street, curb, gutter, and sidewalk on both sides of the street with 13 street trees and grass park strip. Six lamp posts have been proposed to be placed along the main roadway. The landscaping plan also includes a trail in the common area along with many other trees surrounding the subdivision. The improvements associated with the trails, landscaping and irrigation of the open space areas must be included in the subdivision improvement agreement.

A condition of approval has been added to staff's recommendation to ensure that the required documentation will be recorded with the final Mylar.

<u>Culinary water:</u> A capacity assessment letter has been submitted by West Warren-Warren Water District. The capacity assessment letter submitted to the County is directly from the district due to the district receiving culinary water from Weber Basin Water Conservancy District. The State of Utah Division of Drinking water monitors Weber Basin Water Conservancy District to ensure adequate water capacity is available for the water districts operating under Weber Basin. The applicant has provided the required "construct permit" from the Utah State Department of Environmental Quality Division of Drinking Water for expansion of the water system and water lines serving the subdivision is required to be submitted to the Planning Division per (LUC §106-4-2(a)(1)(b)).

<u>Secondary Water:</u> The applicant has provided a stock certificate with Warren Irrigation Company. The improvement plans provided for final subdivision review include the secondary water layout, design and construction. The applicant will need to continue to work with the County Engineering Division to ensure that the system meets all of the necessary regulations and requirements.

<u>Sanitary sewage disposal</u>: The proposed subdivision will be serviced by individual septic systems for each lot. The final plat identifies the soil data taken as required by the Weber Morgan Health Department. A condition of approval has been added to staff's recommendation that a letter to the Planning Division from the Weber Morgan Health Department stating the feasibility of the waste water design will be required prior to moving the application forward to the County Commission.

<u>Natural Hazards Overlay Zone:</u> The proposed subdivision is located in a Zone "X" as determined by FEMA to be an area determined to be outside 500-year floodplain.

<u>Review Agencies:</u> The Weber Morgan Health Department, the Weber County Engineering Division, the Weber County Surveyor's Office, and the Weber Fire District have reviewed the proposal. The applicant will need to address each agency review comments prior to forwarding the application to the County Commission for approval.

<u>Tax clearance:</u> The 2017 property taxes have been paid in full. The 2018 property taxes are not considered due at this time but will become due in full on November 30, 2018.

Staff Recommendation

Staff recommends final plat approval of Vaquero Village Cluster Subdivision, consisting of 13 lots, located at 7100 West 900 South. This recommendation for approval is subject to all review agency requirements and based on the following conditions:

- 1. Ownership will need to match the ownership that is shown on the final Mylar.
- 2. All required documentation will be recorded with the final Mylar.

This recommendation is based on the following findings:

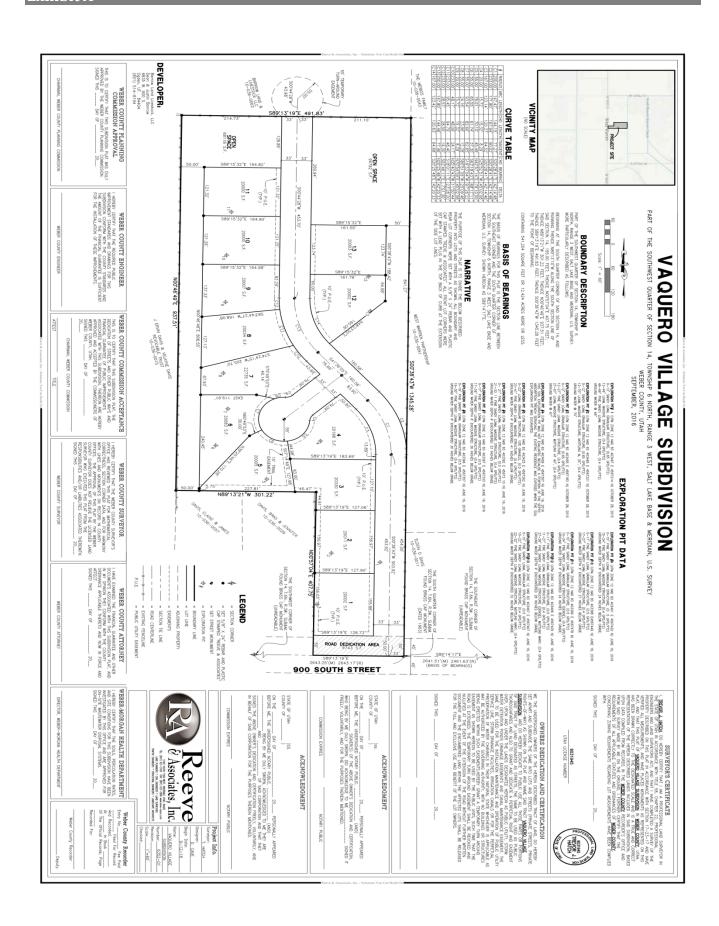
- 1. The proposed subdivision conforms to the West Central Weber County General Plan.
- 2. The proposed subdivision will not be detrimental to the public health, safety, or welfare.
- 3. The proposed subdivision will not deteriorate the environment of the general area so as to negatively impact surrounding properties and uses.
- 4. With the recommended conditions, the proposed subdivision complies with all applicable County codes.
- 5. The proposed cluster subdivision meets the purpose and intent of the cluster subdivision standards (10%), and that adequate open space with public access has been made part of the design (7%) to approve a bonus density of 17% to the development.

Exhibits

- A. Subdivision Plat
- B. Subdivision Improvement Financial Guarantee

Location Map





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See Attached Weber County Improvements Guarantee Agreement

WEBER COUNTY IMPROVEMENTS GUARANTEE AGREEMENT

THIS AGREEMENT (herein "Agreement") is entered into this 23 day of 100000000000000000000000000000000000				
****PARTIES****				
"APPLICANT": Barrow Land and Livestock, LLC, a Utah limited liability company,				
address: 6797 West 900 South City: Ogden State: Utah zip: 84050 telephone: (801) 941-2241.				
"COUNTY": Weber County, a political subdivision of the State of Utah, 2380 Washington BLVD, Ogden, UT 84401, (801) 399-8374.				
*****RECITALS****				
WHEREAS, APPLICANT desires to post the following improvement guarantee(s) (check):				
□ Off-site improvement guarantee				
XX On-site improvement guarantee				
with the COUNTY for <u>Vaquero Village Cluster Subdivision Phase 1</u> (description or name of Project)				
located at 7110 West 900 South Ogden, UT 84404 (address of Project)				
WHEREAS, COUNTY ordinances require APPLICANT to guarantee the construction of certain improvements prior to either the recordation of the above described subdivision plat or the actual issuance of any permit(s) or approval(s) related to the above-described Project; and				
WHEREAS, the terms of either the subject subdivision plat approval or the issuance of the subject permit(s)/approval(s) require APPLICANT to complete the following improvements, (herein "the Improvements") (check one and complete):				
□ specified in ExhibitB_, attached hereto and incorporated herein by this reference;				
- or -				
□ described as follows:; and				
WHEREAS, COUNTY will not record the subject subdivision or grant the subject permit(s)/approval(s) until adequate provision has been made to guarantee completion of the Improvements and to warrant the Improvements shall be maintained and remain free from any defects or damage, which improvements and required warranty are estimated to cost the amount set forth herein, and which improvements shall				

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LETTER OF CREDIT Page 1 of 12 be installed in accordance with the specifications of COUNTY, and inspected by COUNTY;

NOW THEREFORE, For good and valuable consideration, the parties agree as follows:

* * * * * TERMS AND CONDITIONS * * * * *

- 1. PURPOSE FOR AGREEMENT. The parties hereto expressly acknowledge that the purpose of this Agreement is not only to guarantee the proper completion of the Improvements named herein, but also, among other things, to eliminate and avoid the harmful effects of unauthorized subdivisions and other land developments which may leave property or improvements improperly completed, undeveloped or unproductive.
- 2. UNRELATED OBLIGATIONS OF APPLICANT. The benefits and protection of the Proceeds specified herein shall inure solely to COUNTY and not to third parties, including, but not limited to, lot purchasers, contractors, subcontractors, laborers, suppliers, or others. COUNTY shall not be liable to claimants or others for obligations of APPLICANT under this Agreement. COUNTY shall further have no liability for payment of any costs or expenses of any party who attempts to make a claim under this Agreement, and shall have under this Agreement no obligation to make payments to, give Notices on behalf of, or otherwise have obligations to any alleged claimants under this Agreement.
- 3. AGREEMENT DOCUMENTS. All data which is used by COUNTY to compute the cost of or otherwise govern the design and installation of the Improvements is hereby made a part of this Agreement, and is incorporated herein by this reference. This Agreement incorporates herein by reference any subject subdivision plat, plan, construction drawing, permit, condition of approval, and any and all other relevant data and specifications required by the Weber County Land Use Code.
- 5. **FEES.** APPLICANT agrees to pay all Fees required by COUNTY for the entire Project prior to the issuance of any subsequent permit or approval within the Project.
- 6. **SPECIFIC PERFORMANCE.** APPLICANT has entered into this Agreement with COUNTY for the purpose of guaranteeing construction of the Improvements and payment of the Fees. COUNTY shall be entitled to specifically enforce APPLICANT'S obligation under this Agreement to construct and install the Improvements in a manner satisfactory to COUNTY, and to pay the Fees.
- 7. APPLICANT'S INDEPENDENT OBLIGATION. APPLICANT EXPRESSLY ACKNOWLEDGES, UNDERSTANDS AND AGREES that its obligation to complete and warrant the Improvements and pay the Fees and fulfill any other obligation under this Agreement, COUNTY ordinances, or other applicable law is independent of any obligation or responsibility of COUNTY, either express or implied. APPLICANT agrees that its obligation to complete and warrant the Improvements and pay the Fees is not and shall not be conditioned upon the commencement of actual construction work in the subdivision or development or upon the sale of any lots or part of the subdivision or development. APPLICANT further acknowledges (a) that its contractual obligation to complete and warrant the Improvements and pay the Fees pursuant to this Agreement is independent of any other remedy available to COUNTY to secure proper completion of

the Improvements and payment of the Fees; (b) that APPLICANT shall not assert as a defense that COUNTY has remedies against other entities or has other remedies in equity or at law that would otherwise relieve APPLICANT of its duty to perform as outlined in this Agreement or preclude COUNTY from requiring APPLICANT'S performance under this Agreement; (c) that APPLICANT has a legal obligation, independent of this Agreement, to timely complete and pay for the Improvements in full and timely pay the Fees in full; and (d) should APPLICANT Default under this Agreement in any degree, APPLICANT agrees to compensate COUNTY for all costs, including Incidental Costs, related to APPLICANT'S failure to perform its obligation to complete and warrant the Improvements or pay the Fees to the extent that such costs are not adequately covered by the Proceeds ("Proceeds" defined in paragraph 10).

- 8. **INCIDENTAL COSTS.** "Incidental Costs," as used in this Agreement, shall mean engineering and architect fees, administrative expenses, court costs, attorney's fees (whether incurred by in-house or independent counsel), insurance premiums, mechanic's or materialmen's liens, and any other cost and interest thereon incurred by COUNTY, occasioned by APPLICANT'S Default under this Agreement.
- 9. **DEFAULT.** "Default," as used in this Agreement, shall mean, in addition to those events previously or subsequently described herein, a party's failure to perform, in a timely manner, any obligation, in whole or in part, required of such party by the terms of this Agreement or required by COUNTY ordinance or other applicable law. In addition, the following shall also be considered Default on the part of APPLICANT: APPLICANT'S abandonment of the Project, as determined by COUNTY; APPLICANT'S insolvency, appointment of a receiver, or filing of a voluntary or involuntary petition in bankruptcy; APPLICANT'S failure to file with COUNTY a renewed Financial Guarantee, as defined in paragraph 10, more than 60 days before a Financial Guarantee will expire, unless APPLICANT'S obligations have been terminated under paragraph 36(b); APPLICANT'S Escrow Repository's or Financial Institution's insolvency, appointment of a receiver, filing of a voluntary or involuntary petition in bankruptcy, or failure to perform under the terms of this agreement; the commencement of a foreclosure proceeding against the Project property; or the Project property being conveyed in lieu of foreclosure.

The occurrence of such shall give the other party or parties the right to pursue any and all remedies available at law, in equity, or otherwise available pursuant to the terms of this Agreement. Only the parties hereto are authorized to determine Default. Default shall not be declared prior to the other party receiving written notice.

10. **GUARANTEE OF IMPROVEMENTS.** APPLICANT hereby files, as an independent guarantee (herein "Financial Guarantee") with COUNTY for the purpose of insuring construction and installation of the Improvements and payment of the Fees, one of the following (check one and complete applicable information):

XX CASH CERTIFICATE, identified by the following:

20-0000-07 A-0-00 180-2-00-10-0-0 -0-00-00-00-00-00-00-00-00-00-00-0
Escrow Account: 40T130002
Escrow Account Repository: Weber County
□ IRREVOCABLE LETTER OF CREDIT (herein the "Letter of Credit"), identified by the following
Letter of credit account or number:
Financial Institution:

The Financial Guarantee shall be in the amount of one hundred ten percent (110%) of the County Engineer's Cost Estimate (see also Exhibit <u>A</u> attached hereto). The Escrow Certificate or Letter of Credit shall be issued in favor of COUNTY to the account of APPLICANT herein, in the amount of \$409, 888.55 (herein the "Proceeds"), and is made a part of this Agreement as Exhibit <u>C</u> (Escrow Certificate or Letter of Credit).

- 11. PARTIAL RELEASE OF PROCEEDS. As the Improvements are initially accepted by COUNTY and the Fees are paid, the APPLICANT may submit written request to COUNTY for authorization for a partial release of Proceeds. APPLICANT is only entitled to make a request once every 30 days. The amount of any release shall be determined in the sole discretion of COUNTY. No release shall be authorized by COUNTY until such time as COUNTY has inspected the Improvements and found them to be in compliance with COUNTY standards and verified that the Fees have been paid. Payment of Fees or completion of Improvements, even if verified by COUNTY, shall not entitle APPLICANT to an automatic authorization for a release of the Proceeds. At no time may APPLICANT request a release of funds directly from Escrow Account Repository or Financial Institution.
- 12. **NOTICE OF DEFECT.** COUNTY will provide timely notice to APPLICANT whenever an inspection reveals that an Improvement does not conform to the standards and specifications shown on the Improvement drawings on file in COUNTY's Engineering and Surveyor's Office or is otherwise defective. The APPLICANT will have 30 days from the issuance of such notice to cure or substantially cure the defect.
- 13. **FINAL ACCEPTANCE.** Notwithstanding the fact that Proceeds may be released upon partial completion of the Improvements, neither any partial release nor any full release of the Proceeds shall constitute final acceptance of the Improvements by COUNTY. Final acceptance of the Improvements shall be official only upon written notice to APPLICANT from COUNTY expressly acknowledging such and only after APPLICANT provides a policy of title insurance, where appropriate, for the benefit of the County showing that the APPLICANT 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.
- 14. WARRANTY OF IMPROVEMENTS. Following initial acceptance of the Improvements, APPLICANT hereby warrants that the Improvements shall be maintained by APPLICANT and remain free from defects or damage as determined by COUNTY, such that the Improvements continue to meet COUNTY standards for 1 year following said initial acceptance.
- 15. **RETAINAGE.** APPLICANT expressly agrees that, notwithstanding any partial release of any of the Proceeds, the Proceeds shall not be released below 10% of the estimated cost of the Improvements (herein the "Retainage"), as specified herein, for the timeframe specified in paragraph 14. The Retainage shall be held to insure that the Improvements do not have any latent defects or damage as determined by COUNTY, such that the Improvements do not continue to meet COUNTY standards for the timeframe specified in paragraph 14. Notwithstanding said Retainage, APPLICANT shall be responsible for bringing any substandard, defective, or damaged Improvements to COUNTY standard if the Retainage is inadequate to cover any such Improvements.
- 16. APPLICANT INDEMNIFICATION. APPLICANT agrees to indemnify, defend, and save harmless COUNTY, its elected officials, officers, employees, agents, and volunteers from and against any and all liability which may arise as a result of the installation of the Improvements prior to COUNTY'S initial acceptance of the Improvements as defined herein, and from and against any and all liability which may arise as a result of any Improvements which are found to be defective during the warranty period covered by this Agreement. With respect to APPLICANT'S agreement to defend COUNTY, as set forth above, COUNTY shall have the option to either provide its own defense, with all costs for such being borne by APPLICANT, or require that APPLICANT undertake the defense of COUNTY.

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- 17. FINAL RELEASE OF PROCEEDS. In the event the Improvements have been installed to the satisfaction of COUNTY and the Fees have been paid pursuant to this Agreement and COUNTY ordinances within the above stated time period(s), COUNTY agrees to execute a written release to Escrow Account Repository or Financial Institution of the remaining Proceeds.
- 18. **DEMAND FOR AND USE OF PROCEEDS.** In the event APPLICANT fails to install Improvements to the satisfaction of COUNTY, or the Fees are not paid pursuant to this Agreement and COUNTY ordinances within the above stated time period(s), or APPLICANT Defaults on any obligation under this Agreement or COUNTY ordinances, as determined at the sole discretion of COUNTY, COUNTY shall send Notice of APPLICANT'S Default to Escrow Account Repository or Financial Institution with a written demand for the release of Proceeds. COUNTY may, at its sole discretionary option, use and expend all the Proceeds or such lesser amount as may be estimated by COUNTY to be necessary to complete Improvements, pay Fees, and/or reimburse COUNTY for Incidental Costs as required herein. COUNTY may, at its sole discretionary option, convert the Proceeds to a COUNTY held cash escrow for future satisfactory installation of Improvements.
- 19. **INADEQUATE PROCEEDS.** If the Proceeds are inadequate to pay the cost of the completion of the Improvements according to COUNTY standards or to pay the Fees or to compensate for Incidental Costs, for whatever reason, including previous reductions, APPLICANT shall be responsible for the deficiency independent of the Financial Guarantee. Additionally, no further approvals, permits or business licenses shall be issued, and any existing approvals, permits or business licenses applicable to the location of the Improvements may be immediately suspended or revoked by COUNTY'S Community and Economic Development Director until the Improvements are completed and the Fees are paid, or, until a new guarantee acceptable to the COUNTY has been executed to insure completion of the remaining Improvements and payment of the Fees. Furthermore, the cost of completion of the Improvements shall include reimbursement to COUNTY for all costs including, but not limited to, construction costs and any Incidental Costs incurred by COUNTY in completing the Improvements or collecting the Proceeds.
- 20. ACCESS TO PROPERTY. Should COUNTY elect to use the Proceeds to complete the Improvements, APPLICANT herein expressly grants to COUNTY and any contractor or other agent hired by COUNTY the right of access to the Project property to complete the Improvements.
- 21. **IMPROVEMENT STANDARDS.** Improvements shall be done according to the specifications and requirements of the COUNTY. All work shall be subject to the inspection of COUNTY. Any questions as to conformity with COUNTY specifications or standards, technical sufficiency of the work, quality, and serviceability shall be decided by the County Engineer. The County Engineer's decision shall be final and conclusive.
- 22. SUBSTANDARD IMPROVEMENTS. Should any Improvements prove to be substandard or defective within the timeframe specified in paragraph 14, COUNTY shall notify APPLICANT in writing of such substandard or defective Improvements. APPLICANT shall then have 15 days from Notice from the COUNTY in which to commence repair of the Improvements, and a reasonable amount of time, as determined by COUNTY, which shall be specified in the Notice, to complete repair of the Improvements. Should APPLICANT fail to either commence repair of the Improvements or complete repair of the Improvements within the required time periods, COUNTY may exercise its option to remedy the defects and demand payment for such from APPLICANT, should the Proceeds be insufficient to cover the costs incurred by COUNTY.
- 23. **INSURANCE.** Should COUNTY elect to install, complete, or remedy any defect or damage in the Improvements, APPLICANT shall be responsible for the payment of the premium for an insurance policy covering any liability, damage, loss, judgment, or injury to any person or property, including, but not

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limited to, damage to APPLICANT or its property as a result of the work of any contractor or agent hired by COUNTY to complete or remedy the Improvements. The minimum dollar amount and the scope of coverage of the insurance policy shall be determined and set by COUNTY. APPLICANT shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents for any liability which exceeds the insurance policy limit. COUNTY, at its option, may collect and expend the Proceeds to make the premium payments should APPLICANT fail to pay said premium. No permit, approval or business license shall be issued by COUNTY, and any existing permit, approval, or business license shall be suspended until said premium is initially paid and a bond is in place to cover subsequent payments.

- 24. **NOTICE.** Notice to any party herein shall be mailed or delivered to the address shown in this Agreement. The date Notice is received at the address shown in this Agreement shall be the date of actual Notice, however accomplished.
- 25. **MECHANIC/MATERIAL LIENS.** Should COUNTY elect to complete or remedy the Improvements, APPLICANT shall indemnify, defend, and hold harmless COUNTY from and against any liability which exceeds the Proceeds for the payment of any labor or material liens as a result of any work of any contractor (including subcontractors and materialmen of any such contractor or agent) hired by COUNTY or which may arise due to either a defect in or failure of this Agreement or insufficient Proceeds to cover such costs.
- 26. **WAIVER.** The failure by any party to insist upon the immediate or strict performance of any covenant, duty, agreement, or condition of this Agréement or to exercise any right or remedy consequent upon a Default thereof shall not constitute a waiver of any such Default 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 hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring Default.
- 27. **ATTORNEY'S FEES.** In the event there is a Default under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith, either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party, and, in addition, such costs and expenses as are incurred in enforcing this Agreement.
- 28. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement. In case either party shall Default on its obligations 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 or law.
- 29. **GOVERNING LAW.** This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall be further governed by COUNTY 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, which are reasonably necessary to protect the health, safety, and welfare of the residents of COUNTY, shall also apply to the subdivision or development which is the subject of this Agreement.
- 30. **SUCCESSORS.** "APPLICANT" and "COUNTY," as used in this Agreement, shall also refer to the heirs, executors, administrators, successors, or assigns of APPLICANT and COUNTY respectively.
- 31. **INDUCEMENT.** The making and execution of this Agreement has been induced by no representations, statements, warranties, or agreements other than those herein expressed.
- 32. **INTEGRATION.** This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter herein.

- 33. **MODIFICATION.** Except as otherwise authorized by this Agreement, this instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.
- 34. **CAPTIONS.** The titles or captions of this Agreement are for convenience only and shall not be deemed in any way to define, limit, extend, augment, or describe the scope, content, or intent of any part or parts of this Agreement.
- 35. **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.

36. TERMINATION.

- (a) APPLICANT cannot unilaterally terminate its obligations under this Agreement.
- (b) If, under the terms of this Agreement, COUNTY releases the full amount of the Proceeds or demands and receives the full remaining amount of the Proceeds, then APPLICANT'S obligations under paragraphs 4 and 10 shall terminate.
- (c) All rights and obligations in this Agreement that are not terminated under sub-paragraph (b) shall survive until all applicable statutes of limitations have run with respect to the types of claims that may be associated with those rights and obligations.
- (d) The entire Agreement shall terminate when all applicable statutes of limitations have run or when the parties jointly execute an agreement to terminate this Agreement.
- 37. **CONFLICT.** Any conflict between this Agreement and its exhibits or any other document shall be interpreted against the exhibit or other document and in favor of statements made in the numbered paragraphs of this Agreement.

"APPL	ICANT"	
By:	Suida & Barrow Applicant Signature	3/23/18 Date
Title:	Member (Signature must be notarized on following pages.)	801 - 941-2241
	(Oignature must be notarized on following pages.)	
"COUN	NTY"	
Ву:	Commission Chair	Date
ATTES	County Clerk	 Date:
APPR	OVED AS TO CONTENT:	,
Ву	Planning Division Director	4/18/18 Date
- By		Date 4 / 19/18
	County Engineer	Date /
Ву	County Treasurer	Date
APPRO	OVED AS TO FORM:	
Зу		
	County Attorney	Date

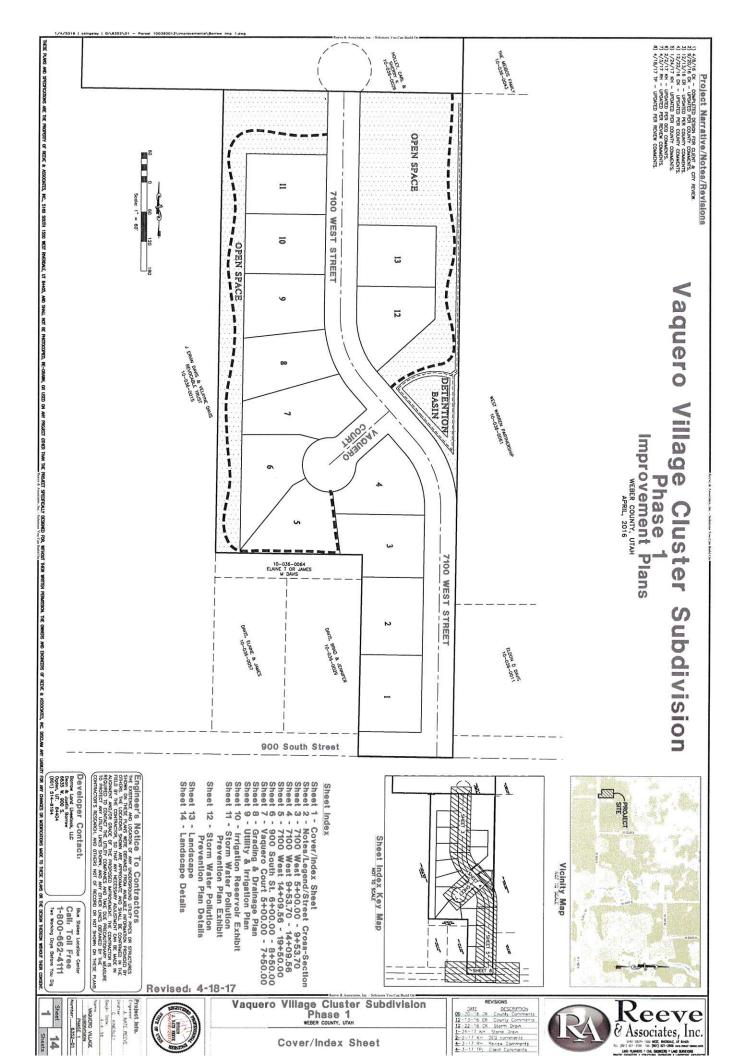
WHEREUPON, the parties hereto have set their hands the day and year first above written.

Exhibit A: County Engineer-Approved Cost Estimate

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Charact Ciama										
Street Signs Combo Sign Sign	2 EA 1 EA		270.00 250.00	\$ \$	540.00 250.00			\$ \$	540.00 250.00	
Total				\$	790.00	\$	-	\$	790.00	
Culinary Water Test and Chlorinate Hot Tap	1 EA 1 EA	\$	1,000.00 3,000.00	\$	1,000.00 3,000.00			\$	1,000.00 3,000.00	
Total				\$	4,000.00	\$	- ,,	\$	4,000.00	
Grading and Paving 8" of Sub-base 6" Base 3" Asphalt 30" Curb & Gutter 4' Sidewalk ADA Truncated Dome Ramp Grade Det. Pond Temp Turnaround Chip and Seal	4000 TN 1400 TN 1411 TN 2700 LF 10800 SF 2 EA 1 LS 1 LS 8090 SY	\$ \$ \$ \$ \$ \$ \$ \$ \$	11.75 19.75 75.00 13.00 2.65 650.00 5,000.00 2,000.00 2.50	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	47,000.00 27,650.00 105,825.00 35,100.00 28,620.00 1,300.00 5,000.00 2,000.00 20,225.00	**************************************		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	47,000.00 27,650.00 105,825.00 35,100.00 28,620.00 1,300.00 5,000.00 2,000.00 20,225.00	
Total				\$	272,720.00	\$	-	\$	272,720.00	
Storm Drain SDMH Junction Boxes 15" HDPE 24" HDPE	2 EA 4 EA 84 LF 734 LF	\$ \$ \$	2,500.00 1,400.00 21.00 28.00	\$ \$ \$	5,000.00 5,600.00 1,764.00 20,552.00			\$ \$ \$ \$	5,000.00 5,600.00 1,764.00 20,552.00	
Total				\$	32,916.00	\$	-	\$	32,916.00	
Secondary Water Power Supply for Pumps Pump System Total	1 LS 1 LS		13,200.00 7,500.00	\$ \$	13,200.00 7,500.00 20,700.00	\$	_	\$ \$	13,200.00 7,500.00	
Landscaping	*									
Trees Shrubs Seed Perennials Sprinkling system Pedestrian Trail	65 LS 15 LS 162637 LS 36 LS 1 LS 205 LS	\$ \$ \$ \$ \$ \$	200.00 35.00 0.10 20.00 700.00 28.25	\$ \$ \$ \$ \$ \$	13,000.00 525.00 16,263.70 720.00 700.00 5,791.25			\$ \$ \$ \$ \$	13,000.00 525.00 16,263.70 720.00 700.00 5,791.25	
Total				\$	36,999.95	\$	-	\$	36,999.95	
Mobilization				\$	4,500.00			\$	4,500.00	
Subtotal 10% Contingecy					372,625.95 37,262.60			\$	37,262.60	
Grand Total				\$ 4	409,888.55			\$ 4	409,888.55	

Exhibit B: County Engineer-Approved Construction Drawings



General Notes

1. ALL CONSTRUCTION MUST STREETLY FOLIOR THE STANDARS AND SECRECIONS SET FORTH BY, CONTRIGUED THE ANALYSIA AND THE DESIGN ROBERT, HE ORIGINATED THE ANALYSIA AND THE DESIGN ROBERT, HE ORIGINATED THE ORI

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ALL ACCESS TO PROPERTY WILL BE FROM PUBLIC RIGHT-OF-WAYS. THE COMPACTOR IS REQUIRED BY STATE AND FEDERAL REGULATIONS TO PREPARE A STORM WATER POLLUTION PREVENTION PLAN AND FILE A "NOTICE OF INTENT" WITH THE GOVERNMO ACENCES. THE CONTRACTOR SHALL MODIFY EROSION CONTROL NEASURES TO ACCOMMODATE PROJECT PLANNING

Maintenance

CONTRACTOR SMALL KEEP THE SITE WATERED TO CONTROL DUST. CONTRACTOR TO LOCATE A NEARBY MODARY FOR USE AND TO INSTALL TEMPORARY METER, CONSTRUCTION WATER COST TO BE INCLUDED IN BID. THE CONTRACTOR TO USE BEST MANAGEDET PRACTICES FOR PROVIDING EROSION CONTRACTOR OF AN ALL MORE SHALL BE SHALED TO INSPECTION BY THE CONTRACTOR ASSISTED SHALL CONSTRUCTION BY THE CONTRACTOR MASSISTED SHALL CONTRACT ASSISTED SHALL CONTRACT ASSISTED SHALL SAS SHALL BE SHALED TO INSPECTION BY THE CONTRES. ALSO, INSPECTIONS INT. IAMS THE ROBOT TO CANAGE THE PRACTICES AS INCLUDED.

WHEN GRADING OPERATIONS ARE COMPLETED AND THE DISTURBED GROUND IS LEFT *OPEN* FOR DAYS OR MORE, THE AREA SHALL BE FURROWED PARALLEL TO THE CONTOURS.

LING AND SPECIFICATIONS ARE THE PROPERTY OF RETIR & ASSOCIATES, INC., 5160 SOUTH 1500 MEST RINGIONE, UT 84405, AND SWILL

Utility Notes

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-Ex.50 --Ex.SS ---

PROPOSED STORM DRAIN LINE

X . FENCE LINE

EXISTING FIRE HYDRANT PROPOSED FIRE HYDRANT

LINEAR FEET
 NATURAL GRADE

INVERT ORADE BREAK FLOW LINE FIRE HYDRANT FINISH FLOOR ELEVATION PENCE CORNER

EXISTING MANHOLE PROPOSED MANHOLE

SO R.O.W. RIM RCP

STORM DRAIN RIGHT-OF-WAY

REINFORCED CONCRETE FIFE
RIM OF MANHOLE

PUBLIC UTILITY EASEMENT POWER/UTILITY POLE

- TOP BACK OF CURB

-EX.W - -- - EXISTING CULINARY WATER LINE

- PROPOSED CULINARY WATER LINE

Legend

-- - PROPOSED SANITARY SEWER LINE

EXISTING SANITARY SEWER LINE

FINISHED ORADE

Culinary Water Notes:

0%0 BLDG

CURA A GUTTER BUILDING SIGN PLUG & BLOCK EXISTING CATCH BASIN EXISTING WATER METER EXISTING OATE VALVE

STREET LIGHT PLUG W/ T BLOW-OFF PROPOSED CATCH BASIN PROPOSED WATER METER PROPOSED GATE VALVE PROPOSED SEWER CLEAN-OUT

CATCH BASIN

CUMIC PRET

- CUMC FEET PER SECOND

- PROPOSED CONCRETE

PROPOSED CONCRETE PAVING OR ALTERNATE BID PAVING

- PROPOSED ASPHALT PAVEMENT

EXISTING ASPHALT PAVEMENT WATER METER CULINARY WATER TOP OF SIDEWALK TOP OF FINISHED FLOOR TOP OF CONCRETE LIVBARY 40 401

Erosion Control General Notes:

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SLOPE - 2.0% MIN. TRAVEL LANE SHOULDER EXASPIACT MATCH INTO 1005-1/41

900 South Street DEED SWALE HORSE 4" THICKNESS OF 3/4" OR 1" GRANEL BASE COURSE DEED SWALE DINCER SUDGWALK, DRINKING APPROACHES AND CLIRB & GUTTER BASE COUNTY ENGRAPEER OF COUNTY ENGRAPSIES THAN 10 OR AS DIRECTED BY COUNTY ENGRAPSE.

Street Section (66' R.Q.W.) Ф₁₆-6. . 0 APPROVED BY THE COUNTY ENGINEER -PROMDE 4" THICKNESS OF 3/4" OR 1" GRAVEL BUSE COURSE UNICER SOCKMUX, CHROMA APPROACHES AND CHIEB & GUTTER WIED SUBGROUDE IS CUAY OR C.B.R. IS LESS THAN 10 OR AS DIRECTED BY COUNTY ENGINEER \$095-2% PER FOOT

SEDIMENT TRACKED ONTO PAVED ROADS MUST BE CLEAVED UP AS SOON AS PRACTICAL, BUT IN NO CASE LATER THAN THE ERO OF THE NORMAL WORK ONE, THE CLEAV UP MILL NICLUDE SMEEPING OF THE TRACKED MATERIAL, PICKING IT UP, AND DEPOSITING IT TO A CONTAINED SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE—HAUF THE HEIGHT OF BARRIER.

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MITCOPED, RE-ORMA, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SOCIOPACY TO SECRETARY OF REPORT OF REPOR

THE CONTRACTOR'S RESPONSIBILITY SHALL INCLUDE MAYING BI-MEEKLY CHECKS ON ALL EROSION CONTROL MEASURES. TO DETERMINE IF REPUR OR SEEDIMENT REMOVAL IS NECESSARY, CHECKS SHALL BE DOCUMENTED AND COPIES OF THE INSPECTIONS KEPT ON SITE. ALL BEST MANAGEMENT PRACTICES (BMP'S) SHOWN ON THIS PLAN MUST BE MAINTAINED AT ALL TIMES UNTIL PROJECT CLOSE—OUT.

70 IRRICAT LINE

ME 1661 SLOTE-2X

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SUBSINSION
PHASE 1
PHASE 1

14

Revised 4-18-17

Project Info.
Engineer
J. MATE PERVE

C KINGSLEY 4-4-15

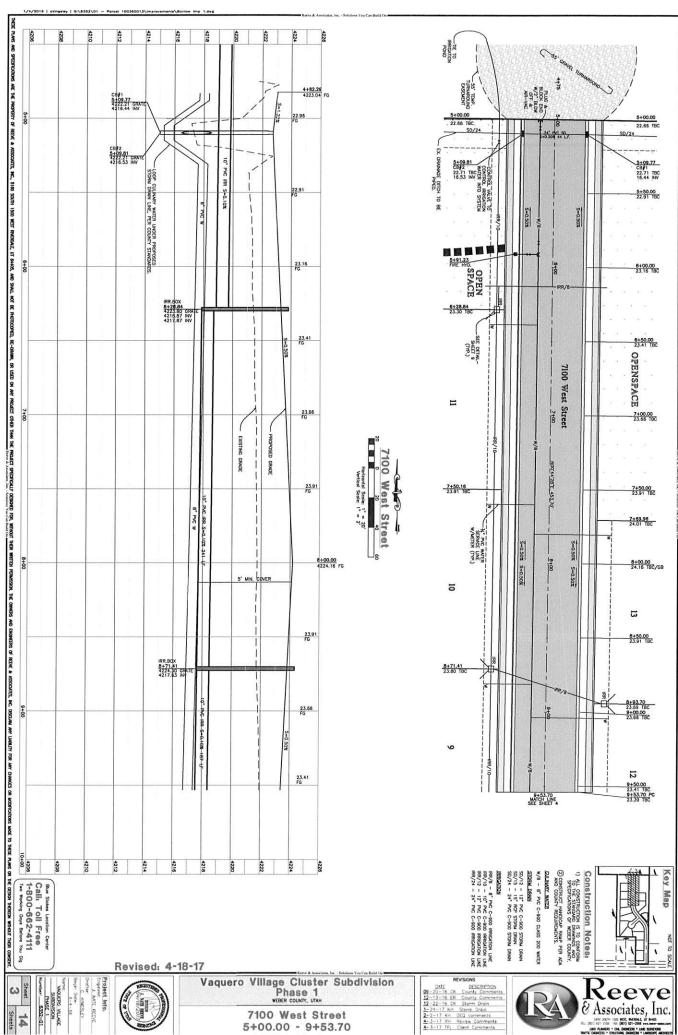
9--6

Vaquero Village Cluster Subdivision Phase 1 WEBER COUNTY, UTAH

Notes/Legend/ Street Cross-Section

DESCRI County Co

Reeve & Associates, Inc.



14 Sheets

7100 West Street 5+00.00 - 9+53.70

REVISIONS

DESCRIPTION

16 DK County Comment

16 DK County Comment

16 DK Storm Drain

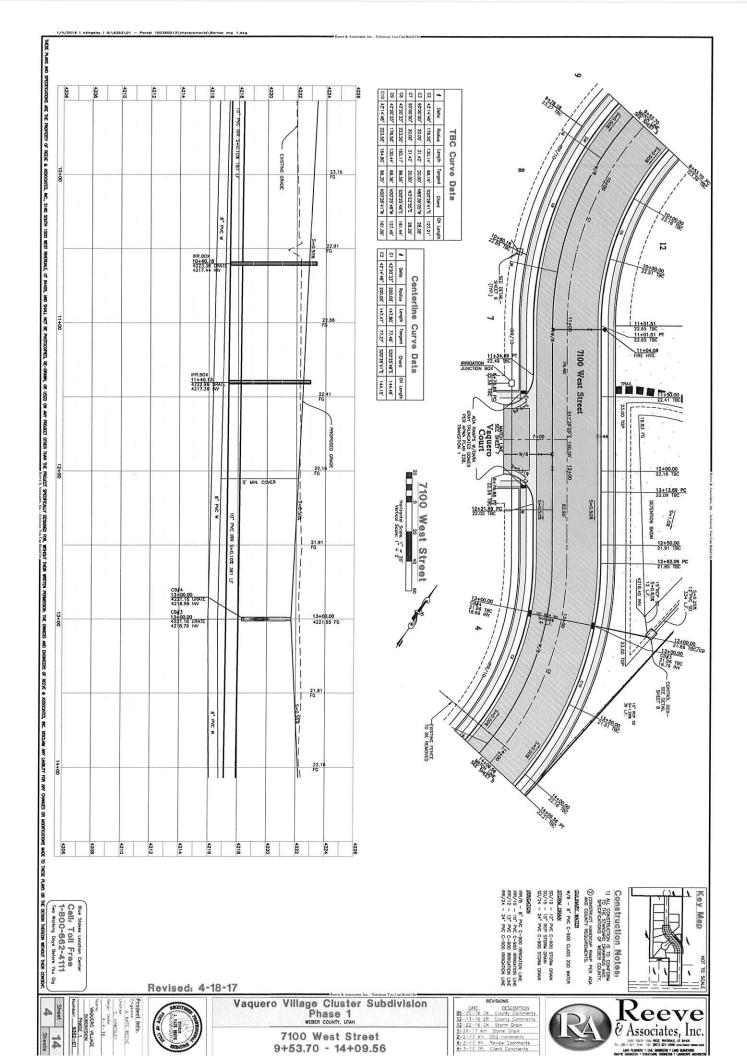
7 KH Storm Drain

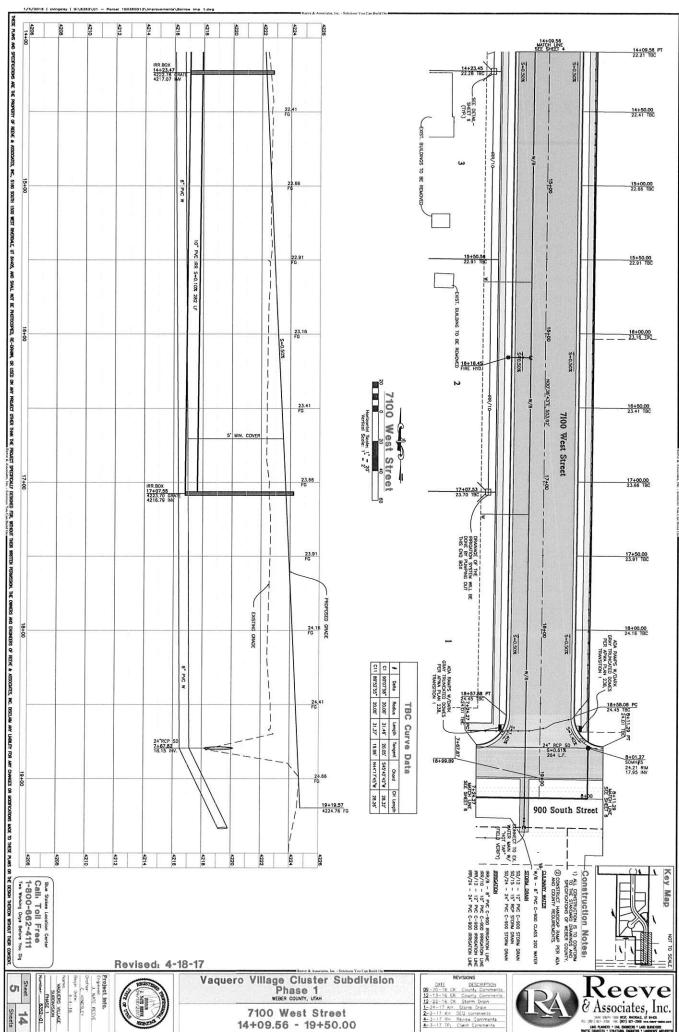
KH DEQ comments

RM Reviax Comments

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14 Sheets

7100 West Street 14+09.56 - 19+50.00 REVISIONS

DESCRIPTION

County Comment

R. County Comment

K. Storm Drain

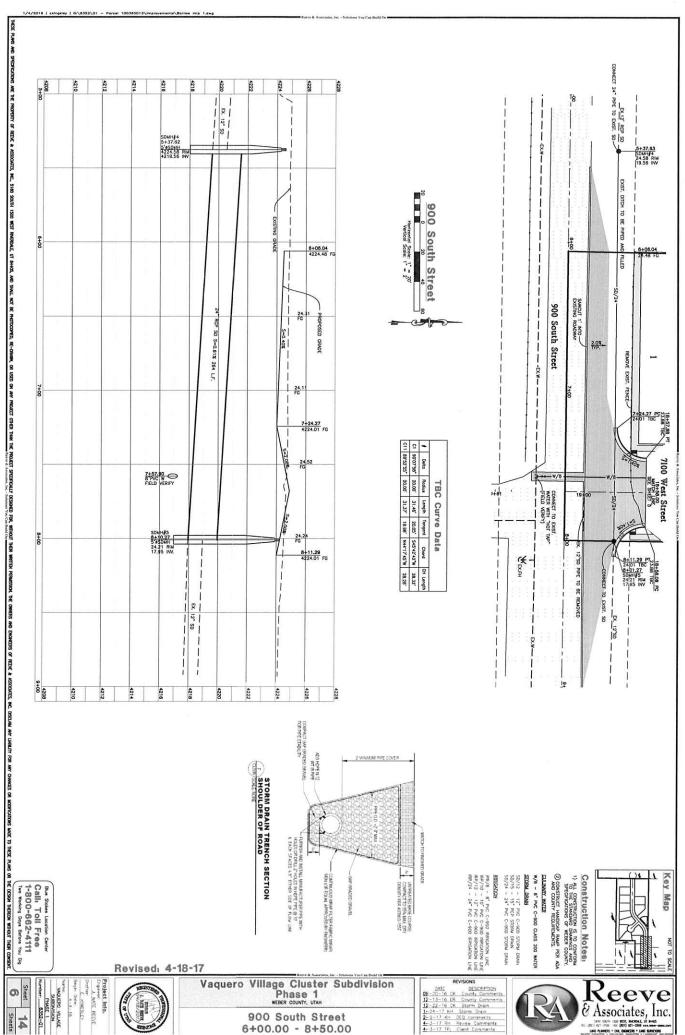
1 Storm Drain

DEQ comments

Review Comments

Client Comments





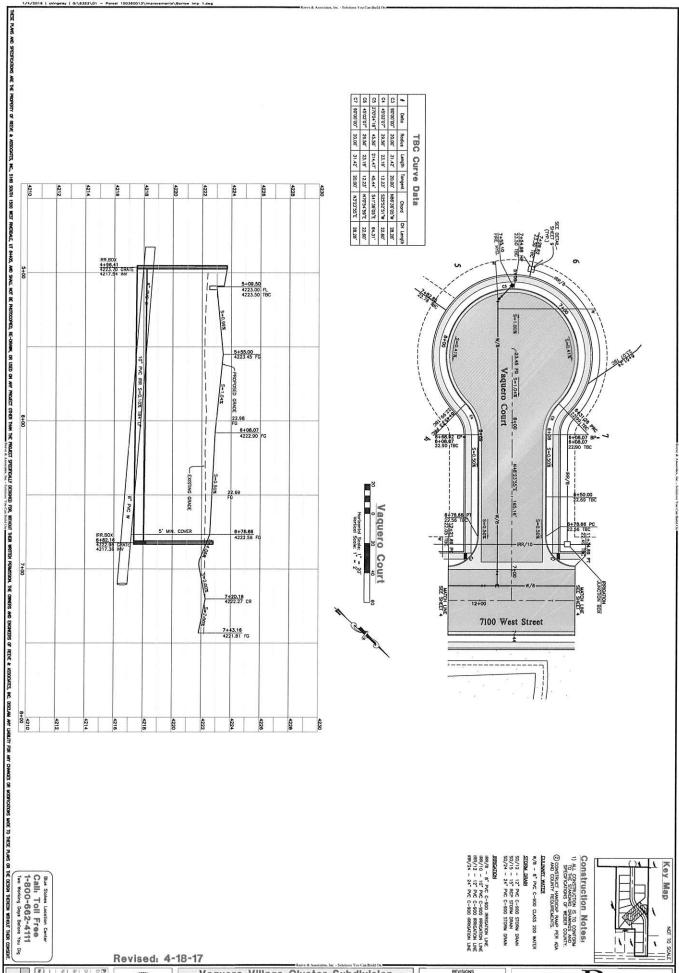
14 Sheets

Drafter C. KINGSLEY
Begin Date:
4-4-16 Project Info.

1. MIT HAVE 04/18/2017

900 South Street 6+00.00 - 8+50.00 09 12 12 1-2-4-





Project Info.
Engineer
J. MATI REDIG.
Double C. MASS.ET
Begin Date:
4.4-16
Name.
MASSEN
Market SHEWSON
PASSEN
Number: 6382-01
Number: 6382-01

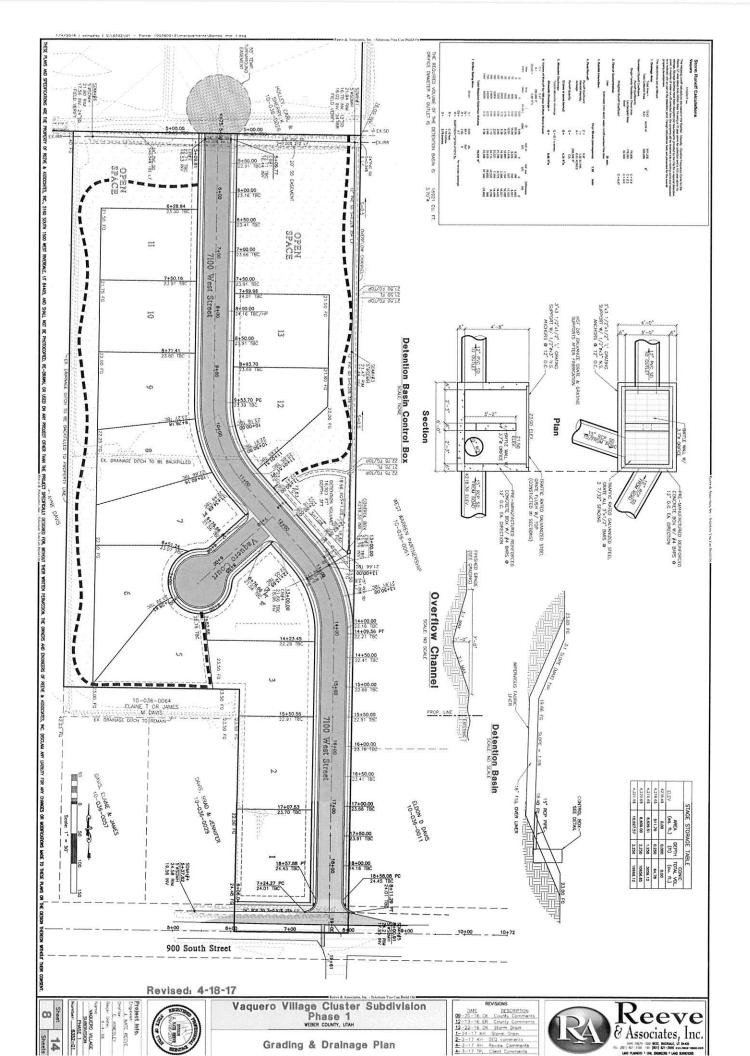
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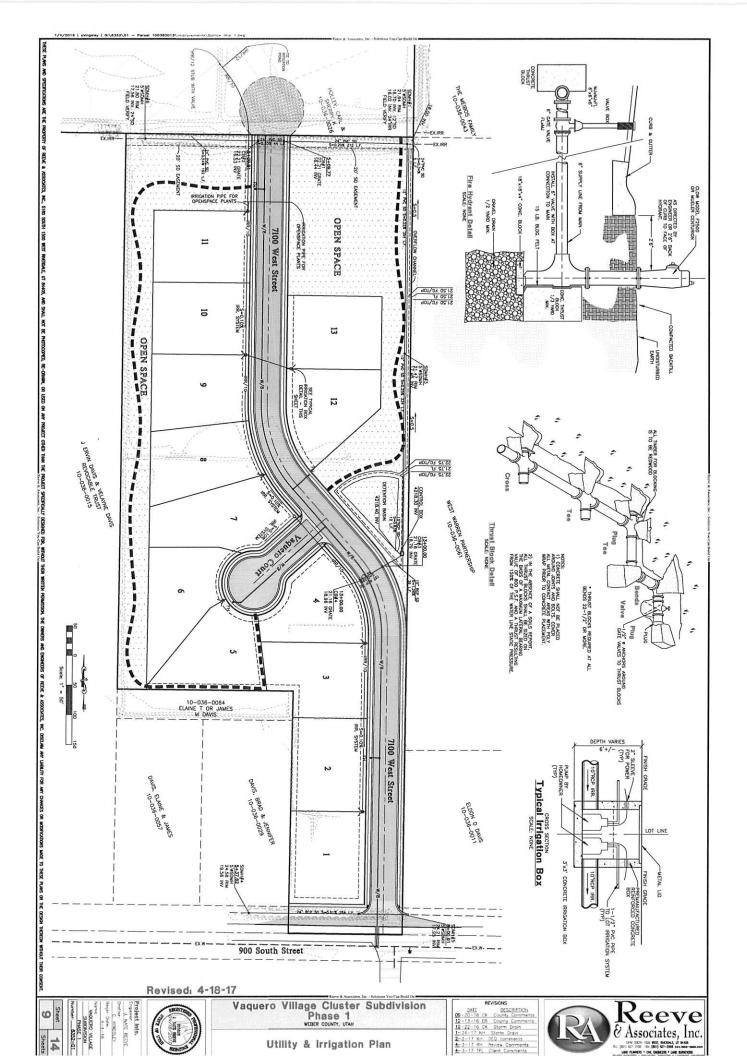
Vaquero Village Cluster Subdivision
Phase 1
weber county, utah

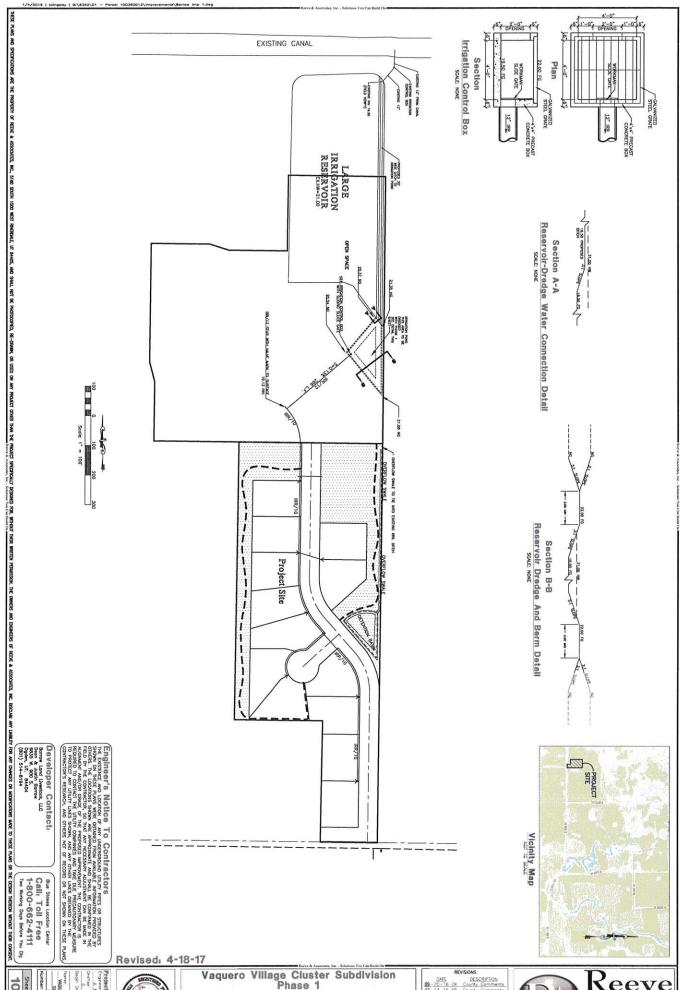
Vaquero Court 5+00.00 - 7+50.00 PEYSONS

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13-31-17 EN COMMENT
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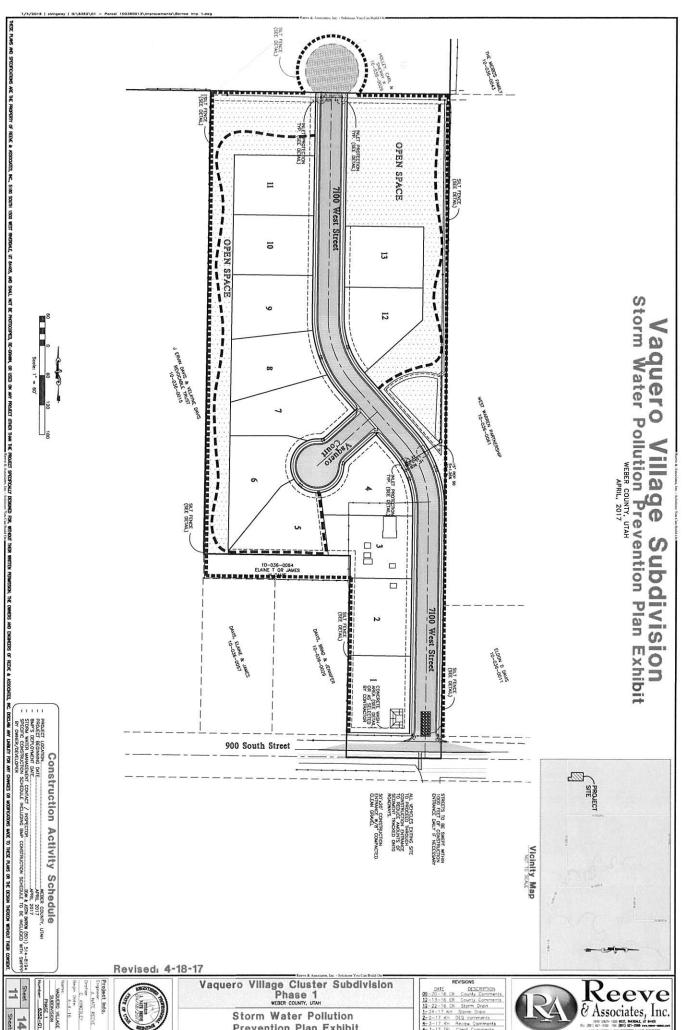












Sheet 14

Storm Water Pollution Prevention Plan Exhibit



Describe all BMP's to protect storm water inlets: All storm water inlets to be protected by straw wattle parriers, or gravel bags (see detail)

nded with silt fence barriers

found or generated, contact environmental engineer and contacts listed. all: found or generated, contact environmental engineer and contacts listed.

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nated areas only and surrounded with silt fence. areas only and surrounded with silt fence inded with silt fence.

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's for wind erosion: ckpiles and site as needed to be watered Vehicles and Equipment regularly to eliminate / control wind erasion

oil contraction equipment to prevent ail or other field tests, total and archaet. Note and despensed come, prevent executive buildings of and greats, inclinated and equipment of explainment (or least, not repos) immediately and and archaet of equipment (or least, not repos). The contractive of the

If theirs must occur on-ths, are designated erest early from denines, Locate exhall fuel terrope tooks within a bermad oran designed to hadd the tank volume. Cover relation area with on imperious material and intall in a monore to creare that any spills will be contained in the retention erea. To catch spills or leads when removing or changing fluids. Use drip poru for any oil or fluid changes.

an tills weller as passible to oxide intelling erasion and sediment controls for the wash one, marking neutral coor on value, was designeded, bernned wash oreos to prevent washe water discharge into me water create, rivers, and other water tooless. phosphoto-free, beforegoods expans.

a cer base which are likely to be controlled by on-site personnel. After contacting local emergency species, the following colorium blaud occur upon discovery of minor spills in the species of the spill.

If the species of the spill is premeable surfaces, chen up using "dry" methods (i.e. obserbent and little contact on person of the spill occur in person of the spill occur in occur of the spill by constructing an earth disk. Dig up propert contaminated soil.

Self occurs during rain, cover the impacted orna to avoid rundf.

all steps token to proport and contain spill.

y toke materials such as points and solvents.

By and set materials under cover, same from drainings afrecs.

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public streets and storm drain facilities shall be maintained free of building materials, mud and debris cours construction approximate the swept within 1000 of construction entrance daily. around all inlets cantained within the development and all others that receive runoff from the

xcoeds a minimum 15.2cm x 15.2cm (5 x5) french at the desired location. The wooden posts, or atcel posts with fasten-line wooden posts, or atcel posts with fasten wall appoint the downstream wall of the trench Jacomum post specing should be 2.4—3.0m (8–10ft). Post specing be

SIIt Fence Detail

rectice will designate on emergency conduct that can be resched 24 hours a day 7 days a seek, by crew for emergency work was be available at all times authing placetists for in more uncell exercts y materials well be considered as an extraction of the second section to facilitate rapid contribution of control devices shown on the place and approved for the project may not be tremoned without approved of the control devices shown on the place and approved for the project may not be the managed without approved of the of record. If devices are removed, no work may continue that have the potential of reasons which the near of record. If devices are tempored, the winds control show the potential before this work keptin. The project of the short of the size perinder must death easy from the top of the above of the project of the project of the size perinder must death easy from the top of the above of the project of the project of the size perinder must death easy from the top of the above of the project of the project of the size perinder must death easy from the top of the shape of the more approximation.

ond debtin shall be ramoed from all devices within 24 hours after each rain or must reset, as otherwise approach by the supercin, of immonable protection devices shame shall be in place at the and of shallong day and through seederals until treamoed of the system is approved.

The protection of debts, which may creat a operation because to entite property, and be removed from the site as as and of debts, which may creat as operating objects;

Comment of debtinoid forecast to reduce reasons destings within the site is left to the discretion of the Engineer of comment of debtinoid forecast to reduce reasons destings within the site is left to the discretion of the Engineer of assins may not be removed or made inoperable without the approval of the engineer of record and the

uct a minimum of one inspection of the ension and sediment controls every two weeks. Mointain documentation on si-Pert ID.5.4 of general permit ITROCOCOC destribles the minimum inspection requirements. Pert ID.5.4 Cledificate for minimum inspection report requirements. Follows to complete and/or document storm water inspections is a violation of part IID.5 of Utah General Permit UTR COCOCOC. documentation on site

vower-years will be modified as need as the project progresses, and plans of these changes submitted for by the engineer of record and the governing agency.

W/ 8" COMPACTED 2"-4" # GRAVEL BASE

Cross Section 50' x 20' Construction Entrance

W/ 10 mil Plastic Liner

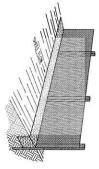
DWACS OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSIDER

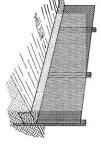
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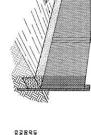
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OVER WOVEN GEOTECH FABRIC

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ANCHOR .

STORM DRAIN

ANCHOR

Perspective View

Section

Inlet Box Protection

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and demogs to the facility of
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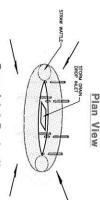
well a minimum 13-20m a 13-20m and/or anchorage depth is



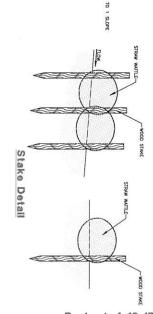








Drop Inlet Protection



Revised: 4-18-17

Project info, Engineer J. NATE REEVE

C KINGSLEY

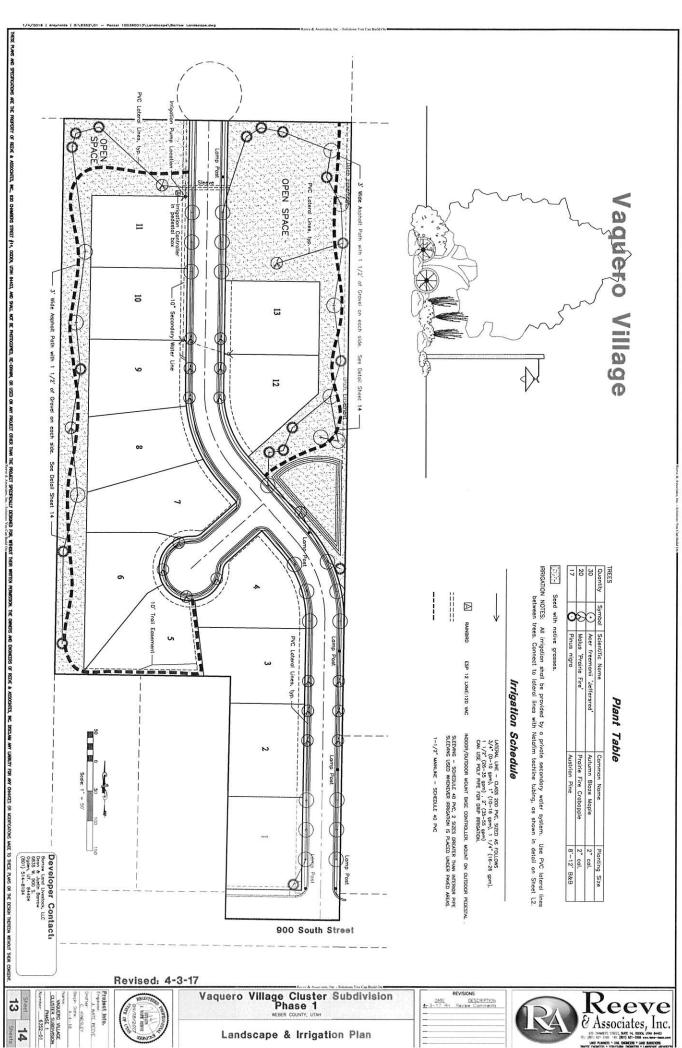
Vaquero VIIIage Cluster Subdivision
Phase 1
weber county, utah

Storm Water Pollution Prevention Plan Details

REVISIONS
DESC

Reeve & Associates, Inc.

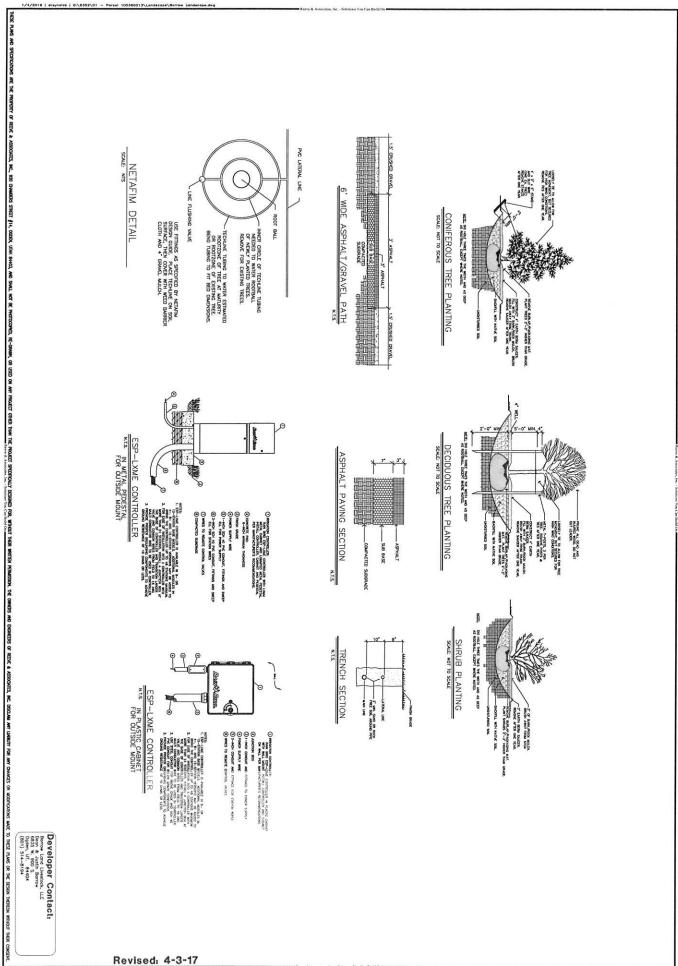
AVEL BAGS



14

Landscape & Irrigation Plan





Sheet 14 14 Shee

Project Info. CLUSTER SUBDIVISION
PHASE 1
Number: 6352-01 C KINGSLEY n Date: 4-4-16

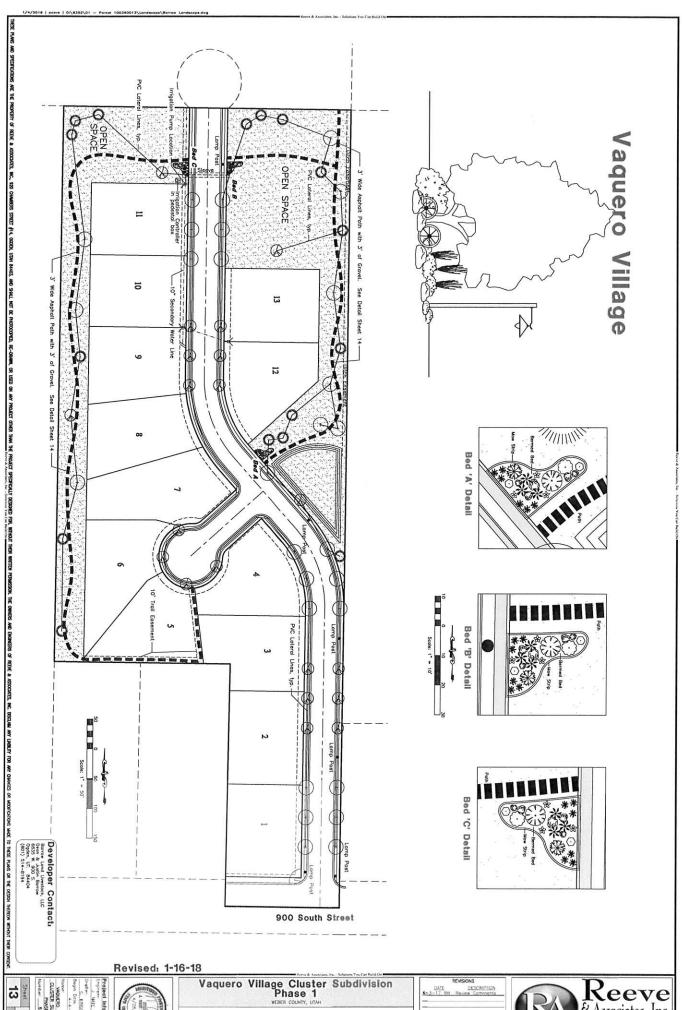
NAME OF TAXA

Vaquero Village Cluster Subdivision
Phase 1
WEBER COUNTY, UTAH

Landscape & Irrigation Details

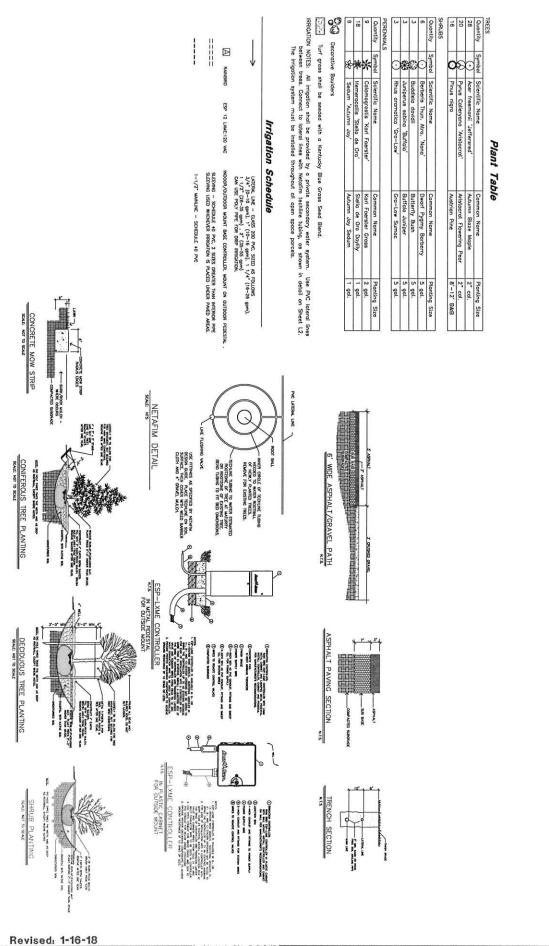
REVISIONS
DATE DESCRIPTION
4-3-17 Rti Review Comments





Landscape & Irrigation Plan





Sheet 14 14 Sheets

Developer Contact:
Barraw Lond Livestock, LLC
Denn & Justin Barraw
Bassaw 1900
Bassaw 1900
Option, UT, 1944
(801) 514-8194

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Project Into.
Engineer LAIL, SLIVE
Date: MUSILY
Soon Date:
4-4-1-5
Vannee JUBONSON
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Vaquero Village Cluster Subdivision
Phase 1
WEBER COUNTY, UTAH

Landscape & Irrigation Details

RÉVISIONS
DAIS DESCRIPTION
4-5-17 (9) Revies Comments



Exhibit C: Reserved for Escrow Certificate or Letter of Credit

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 \$\\\ 409,888.55\) 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:

All of Vaquero Village Cluster Subdivision Phase 1, as recorded in the Weber County Recorder's Office, Weber County, Utah

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, 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.

	DATED this	19	day of	APRIL	, 20 <u>(</u> \$	
))		
			Escrow A	TACT)	AMDERSEN	
			LSCIOW A	A A		
			Signature			
			Title:	WEBER C	or why knywta	<u>e</u>

Escrow Certificate		Page 2
State of Utah) ss:		
County of Weber)		
On the 19 before me Tayld Antwer	_ day of _Apri(, 20 gappeared
the signer(s) of the within instrument, who duly ac	knowledged to me that he/she execut	ted the same.
ANGELA MARTIN NOTARY PUBLIC • STATE OF UTAH COMMISSION NO. 685669 COMM. EXP. 11-24-2019	Notary Public Residing at:	
************	**********	*********
APPROVED AS TO FORM:		
Weber County Attorney	s	Date
APPROVED:		
Chairperson, Weber County Commission		Date
ATTEST:		
X	i	
Weber County Clerk	,	

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