



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 the Dixie Land Estates Subdivision, consisting of 6 lots. Each lot has access from 3600 N Street.
Type of Decision	Administrative
Agenda Date:	Tuesday, December 06, 2016
Applicant:	Dale Satterthwaite
File Number:	LVD053116

Property Information

Approximate Address:	4200 West 3600 N
Project Area:	27.80 acres
Zoning:	Agricultural (A-2)
Existing Land Use:	Agriculture
Proposed Land Use:	Residential Subdivision
Parcel ID:	19-009-0024
Township, Range, Section:	T7N, R2W, Section 21

Adjacent Land Use

North:	Residential	South:	Agriculture
East:	Agriculture	West:	Agriculture

Staff Information

Report Presenter:	Felix Lleverino flleverino@co.weber.ut.us 801-399-8767
Report Reviewer:	RK

Applicable Ordinances

- Weber County Land Use Code Title 106 (Subdivisions)
- Weber County Land Use Code Title 104 (Zones) Chapter 7 (Agricultural-2 Zone)

Background

The applicant is requesting final approval of the Dixie Land Estates Subdivision located at approximately 4600 West 3600 North. The proposal is a six lot subdivision on 27.80 acres. The lots within this subdivision vary in size from 1.60 acres to 8.14 acres. Each lot fronts on 3600 North Street which currently does not have curb, gutter or sidewalk. There is a 10' ditch easement approximately 472 feet south of 3600 North Street that will remain for irrigation purposes, considering that the primary use for this subdivision will become residential with agriculture being the secondary use of the properties with two acres or more.

Preliminary approval from the West Weber Planning Commission was granted on September 14, 2016, and final approval from the West Weber Planning Commission was granted on October 11, 2016.

The developer has proposed re-grading a canal to direct water to the rear of the lot thereby mitigating the risk of flooding to adjacent properties. Further, it has been requested by the County Engineer, to place a note on the plat stating that the properties are subject to storm water runoff from 3600 North Street which may create standing water until drainage facilities are available.

Analysis

General Plan: The Western Weber General plan is designed to preserve open space and pasture land for the raising of farm animals while maintaining flexibility for land owners to enjoy managed growth.

Zoning: The subject property is located in the Agricultural Zone (A-2), the purpose of this zone is stated in the LUC §104-7-1

“The purpose of the A-2 Zone is to designate farming areas where agricultural pursuits and the rural environment should be promoted and preserved.”

Lot area, frontage/width and yard regulations: The A-2 Zone requires a minimum lot area of 40,000 sq ft for a single family dwelling and a minimum lot width of 150 feet. All lots within this proposed subdivision meet these criteria.

Culinary Water: Bona Vista Water Improvement District has provided a letter stating that water is available for each of these lots. It has been made clear that secondary water is required for all irrigation purposes, and prior to issuing water services, the owner must furnish BVW with their secondary water information. The main water line will not be extended, so a State Construct Permit is not warranted.

Septic System: Weber County Health Department has provided a letter indicating that a percolation tests have been conducted to determine the feasibility of septic systems and their locations within each lot.

Additional Standards: The Engineering Division has recommended approval the request to defer curb, gutter, and sidewalk. A deferral agreement will be recorded with the final plat.

Review Agencies: Surveying and Weber Fire has approved this proposal. The Engineering Division has prepared a list of requirements that were addressed by the developer, and the Engineers are now ready to sign off on the proposal.

Tax Clearance: There is no outstanding tax payments currently related to this parcel.

Public Notice: A notice has been mailed not less than seven calendar days before final approval to all property owners of record within 500 feet of the subject property regarding the proposed subdivision per noticing requirements outlined in LUC §106-1-6(b).

Planning Commission Recommendations

The Planning Commission recommends final approval of the Dixie Land Estates Subdivision. This recommendation is conditioned upon meeting all requirements from county reviewing agencies and the following conditions:

1. A deferral agreement of sidewalk, curb and gutter to be recorded with the final Mylar
2. Capacity Assessment Letter from the state.

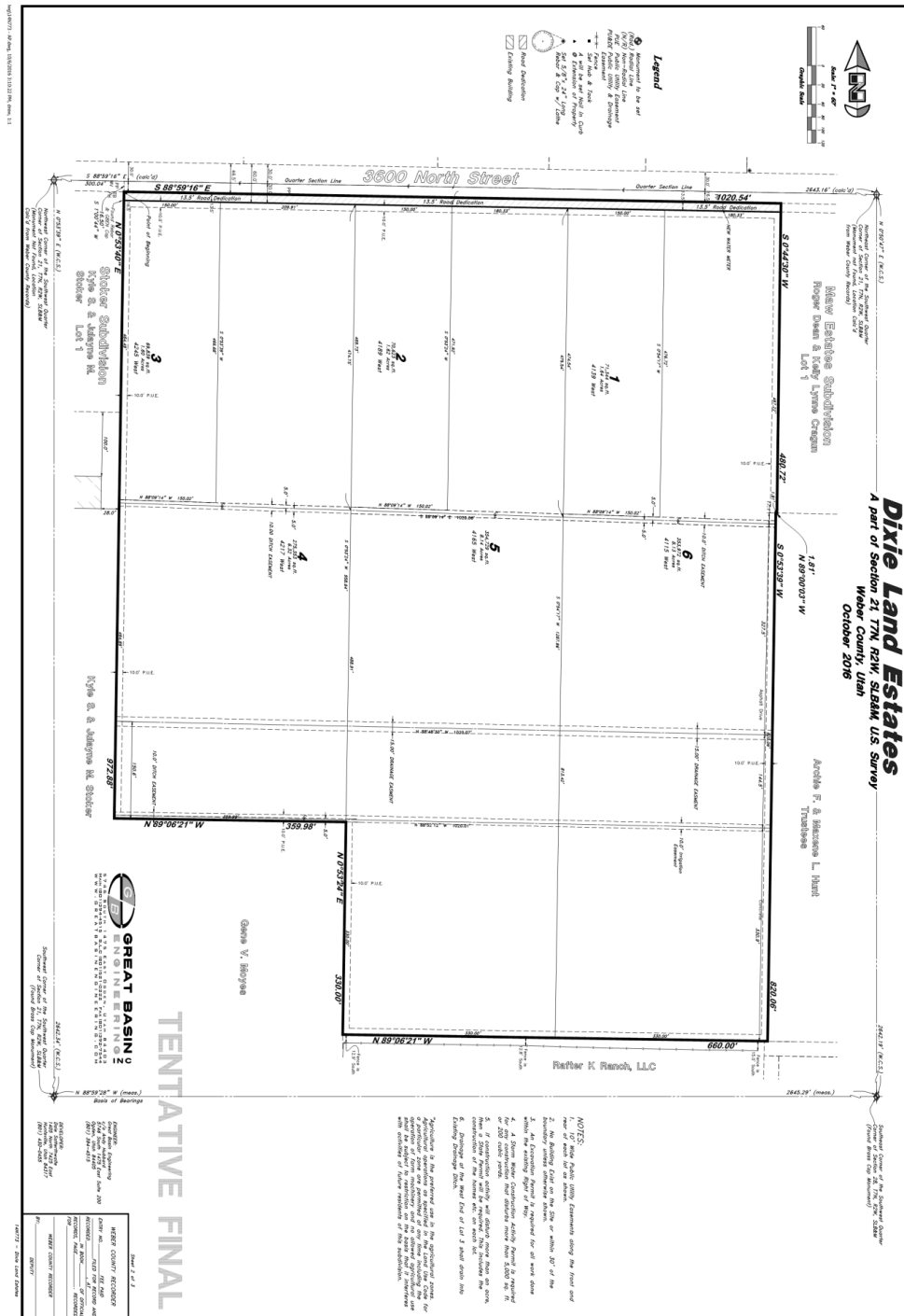
This recommendation is based on the following findings:

1. The proposed subdivision conforms to the Western Weber General Plan.
2. With the recommended conditions, 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. Dixie Land Estates subdivision plat
- B. Irrigation Routing Plan
- C. Subdivision Improvement Agreement





WEBER COUNTY

SUBDIVISION IMPROVEMENT

AGREEMENT

1. **Parties:** The party to this Subdivision Improvement Agreement ("the Agreement") is **Dale Satterthwaite, The authorized representative** ("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 **Dixieland Estates** (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 \$34,161.60.
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.

17. **Measure of Damages:** The measure of damages for breach of this Agreement will be the reasonable cost of completing the Improvements. For improvements upon which construction has not begun, the estimated cost of the Improvements as shown on Exhibit B will be prima facie evidence of the minimum cost of completion; however, neither that amount nor the amount of the Escrow establishes the maximum amount of the developer's liability. The County will be entitled to complete all unfinished improvements at the time of default regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced.

18. **County's Rights Upon Default:** When any event of default occurs, the County may draw on the Escrow to the extent of the face amount of the credit less 90 percent of the estimated cost (as shown on Exhibit B) of all improvements theretofore accepted by the County. The County will have the right to complete improvements itself or contract with a third party for completion, and the Developer hereby grants to the County, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such improvements. Alternatively, the County may assign the proceeds of the Escrow to a subsequent developer (or a lender) who has acquired the Subdivision by purchase, foreclosure or otherwise who will then have the same rights of completion as the County if and only if the subsequent developer (or lender) agrees in writing to complete the unfinished improvements. In addition, the County also may suspend final plat approval during which time the Developer will have no right to sell, transfer, or otherwise convey lots or homes within the Subdivision without the express written approval of the County or until the Improvements are completed and approved by the County. These remedies are cumulative in nature except that during the Warranty Period, the County's only remedy will be to draw funds under the Escrow.

19. **Indemnification:** The Developer hereby expressly agrees to indemnify and hold the County harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this Agreement. The Developer further agrees to aid and defend the County in the event that the County is named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer. The Developer is not an agent or employee of the County.
20. **No Waiver:** No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both County and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.
21. **Amendment or Modification:** The parties to this Agreement may amend or modify this Agreement only by written instrument executed by the County and by the Developer or his authorized officer. Such amendment or modification will be properly notarized before it may be effective.
22. **Attorney's Fees:** Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including 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)	<u>Dale Satterthwaite</u>
(Address)	<u>1405 N 7425 E Huntsville, UT 84317</u>

if to County:	Attn: County Engineer
	Weber Center
	2380 Washington Blvd. Suite 240
	Ogden, UT 84401

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

INDIVIDUAL 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:

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 21, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING 16.5 FEET SOUTH 0D53'39" WEST AND 300.00 FEET SOUTH 88D59'16" EAST FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 21; RUNNING THENCE SOUTH 0D53'39" WEST 972.88 FEET; THENCE EAST 360 FEET; THENCE SOUTH 330 FEET, THENCE EAST 660 FEET; THENCE NORTH 1303.5 FEET, THENCE WEST 1020 FEET TO THE PLACE OF BEGINNING. TOGETHER WITH AND SUBJECT TO A 25 FOOT RIGHT-OF-WAY ADJACENT TO THE EAST LINE OF THE ABOVE DESCRIBED TRACT OF LAND.

EXHIBIT B: REQUIRED ON & OFF SITE SUBDIVISION IMPROVEMENTS

Oct-16

**ENGINEER'S ESTIMATE
SUBDIVISION IMPROVEMENTS
Dixie Land Estates
North Ogden, Weber County, Utah**

Developer: Dale Satterthwaite

Engineer's Estimate
\$34,161.60 / 6 Lots = \$5,694 Per Lot

PROPOSAL

I (We), the undersigned Contractor propose to do the following described work in strict compliance with the Standard Weber County Standards and Technical Specifications at the prices shown. The Contractor shall be licensed to perform such work by the State of Utah and Weber County. The Contractor shall also provide sufficient insurance to hold the owner free from all liabilities. The Contractor shall furnish guarantee that the improvements contemplated by this proposal will remain in good condition for the one year period from the date of acceptance by Weber County. The determination of the necessity for repairs to restore the improvement to good condition rests entirely with the Owner.

	<u>QUANTITY</u>		<u>UNIT PRICE</u>		<u>TOTAL AMOUNT</u>
<u>Site Grading</u>					
1 Grade Barow Pit (600 cy in Road Improvements)	1	LS	\$3,500.00	LS	<u>\$3,500.00</u>
				<u>Total Site Grading =</u>	<u>\$3,500.00</u>
<u>Site Improvements</u>					
1 Const. Std 30" Curb & Gutter	0	LF	\$15.00	LF	<u>\$0.00</u>
2 Const. 6-foot Sidewalk/Trail	0	LF	\$21.00	LF	<u>\$0.00</u>
3 Construct 4-foot Sidewalk	0	LF	\$14.00	LF	<u>\$0.00</u>
4 Furnish and install 8-inch deep road base	700	SY	\$8.00	SY	<u>\$5,600.00</u>
5 Furnish and install 3-inch deep asphalt	700	SY	\$11.58	SY	<u>\$8,106.00</u>
6 Construct ADA Ramp	0	EA	\$450.00	EA	<u>\$0.00</u>
7 Seal Coat & Chip	700	SY	\$2.50	SY	<u>\$1,750.00</u>
				<u>Total Site Improvements =</u>	<u>\$15,456.00</u>

Sanitary Sewer

1 Connect to Existing Sanitary Sewer Main	0	EA	\$750.00	EA	<u>\$0.00</u>
2 Furnish and Install 8" Sewer Line	0	LF	\$24.50	LF	<u>\$0.00</u>
3 Construct 5' Dia. Sewer Manhole	0	EA	\$3,000.00	EA	<u>\$0.00</u>
4 Construct 4' Dia. Sewer Manhole	0	EA	\$2,750.00	EA	<u>\$0.00</u>
5 Construct 4" Sewer Service Lateral	0	EA	\$750.00	EA	<u>\$0.00</u>
6 Imported backfill for Sanitary Sewer (If Needed)	0	CY	\$8.50	CY	<u>\$0.00</u>
			Total Sanitary Sewer =		<u>\$0.00</u>

Culinary Water

1 Connect to Existing Culinary Water Line (Hot Tap)	0	EA	\$2,950.00	EA	<u>\$0.00</u>
2 Furnish and install 8" Water Line	0	LF	\$25.00	LF	<u>\$0.00</u>
3 Imported Backfill for Culinary Water (If Needed)	0	CY	\$8.50	CY	<u>\$0.00</u>
4 Construct Culinary Water Service Lateral (Including W	6	EA	\$850.00	EA	<u>\$5,100.00</u>
5 Furnish and Install 8" Gate Valve	0	EA	\$1,650.00	EA	<u>\$0.00</u>
6 Furnish and Install Fire Hydrant Assembly	1	EA	\$4,500.00	EA	<u>\$4,500.00</u>
7 Furnish and Install PRV (850 East)	0	EA	\$5,000.00	EA	<u>\$0.00</u>
			Total Culinary Water =		<u>\$9,600.00</u>

IRRIGATION WATER

1 Remove Existing Concrete Ditch	0	LF	\$5.00	LF	<u>\$0.00</u>
2 Extend Existing Ditch to ensure proper flows	0	LF	\$4.00	LF	<u>\$0.00</u>
3 Remove and fill in Existing Earthen Ditch	0	LF	\$4.00	LF	<u>\$0.00</u>
4 Furnish and Install 12" Pipe	0	LF	\$28.00	LF	<u>\$0.00</u>
5 RE-grade ditch on Hunt Property to Flow South	0	LF	\$3.00	LF	<u>\$0.00</u>
			Total IRRIGATION WATER =		<u>\$0.00</u>

Storm Drain

1 Furnish and Install Catch Basin	0	EA	\$1,500.00	EA	<u>\$0.00</u>
2 Furnish and install 15-inch R.C.P. Storm Drain	0	LF	\$30.00	LF	<u>\$0.00</u>
3 Furnish and install 18-inch R.C.P. Storm Drain	0	LF	\$35.00	LF	<u>\$0.00</u>
4 Furnish and install 48"x48" Cleanout Box	0	EA	\$3,000.00	EA	<u>\$0.00</u>
5 Furnish and install Double Inlet Catch Basin	0	EA	\$2,250.00	EA	<u>\$0.00</u>
6 Connect to Existing Catch Basin (2675 North)	0	EA	\$600.00	EA	<u>\$0.00</u>
7 Furnish and install Detention Pond	0	EA	\$15,000.00	EA	<u>\$0.00</u>
8 Imported backfill for Storm Drain (If Needed)	0	CY	\$8.50	CY	<u>\$0.00</u>
9 Furnish and install Overflow Structure	0	EA	\$6,000.00	EA	<u>\$0.00</u>
			Total Storm Drain =		<u>\$0.00</u>

Dry Utilities

1 Trench for Underground Power lines	0	LF	\$6.50	LF	<u>\$0.00</u>
2 Install City Standard Street Lights	0	EA	\$3,500.00	EA	<u>\$0.00</u>
3 Install Street Monuments	0	EA	\$475.00	EA	<u>\$0.00</u>
			Total Dry Utilities =		<u>\$0.00</u>

Storm Water Pollution Prevention Plan

1 Furnish & Install BMP's, Maintenance and Permitting	1	EA	\$7,500.00	EA	<u>\$2,500.00</u>
			Total Storm Water Pollution Prevention Plan =		<u>\$2,500.00</u>

Total Site Grading =	\$3,500.00
Total Site Improvements =	\$15,456.00
Total Sanitary Sewer =	\$0.00
Total Culinary Water =	\$9,600.00
Total IRRIGATION WATER =	\$0.00
Total Storm Drain =	\$0.00
Total Dry Utilities =	\$0.00
Total Storm Water Pollution Prevention Plan =	\$2,500.00
SUBTOTAL =	\$31,056.00
10% CONTINGENCY =	\$3,105.60
PROJECT TOTAL =	\$34,161.60
COST PER UNIT =	\$5,693.60

EXHIBIT C: FINANCIAL GUARANTEE

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 \$ 34,161.60 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 21, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING 16.5 FEET SOUTH 0D53'39" WEST AND 300.00 FEET SOUTH 88D59'16" EAST FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 21; RUNNING THENCE SOUTH 0D53'39" WEST 972.88 FEET; THENCE EAST 360 FEET; THENCE SOUTH 330 FEET, THENCE EAST 660 FEET; THENCE NORTH 1303.5 FEET, THENCE WEST 1020 FEET TO THE PLACE OF BEGINNING. TOGETHER WITH AND SUBJECT TO A 25 FOOT RIGHT-OF-WAY ADJACENT TO THE EAST LINE OF THE ABOVE DESCRIBED TRACT OF LAND.

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.

Dated this _____ day of _____, 20_____.

Escrow Agent

Signature

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:

Weber County Attorney

Date

Approved:

Chairperson, Weber County Commission

Date

Attest:

Weber County Clerk

Date