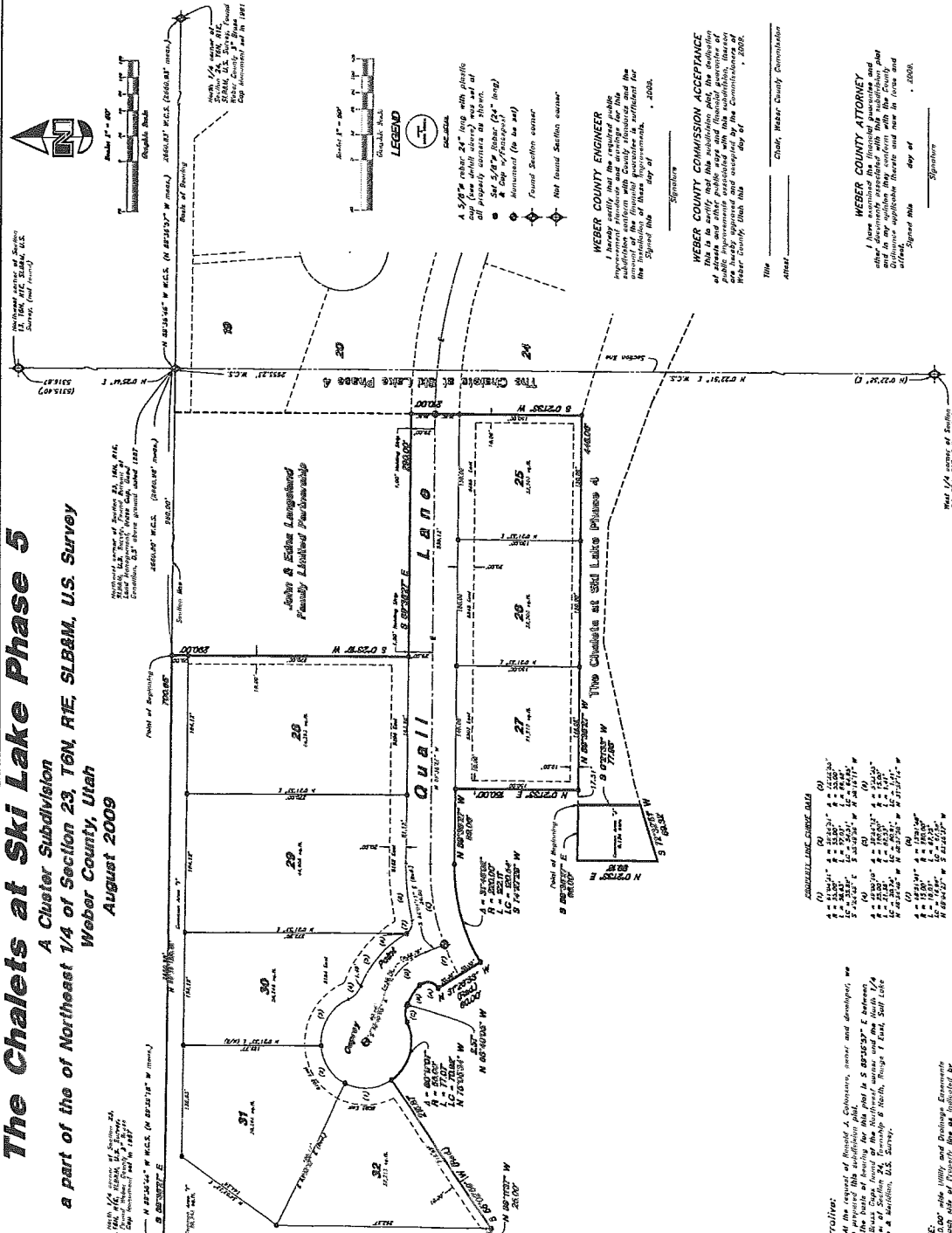


*A Cluster Subdivision
a part of the of Northeast 1/4 of Section 23, T6N, R1E, SLB&M, U.S. Survey
Weber County, Utah
August 2009*

[illegible]

^a SW-Lake Corporation

[illegible][illegible][illegible][illegible][illegible][illegible]

2024-12-27

Exhibit B

Phase 5

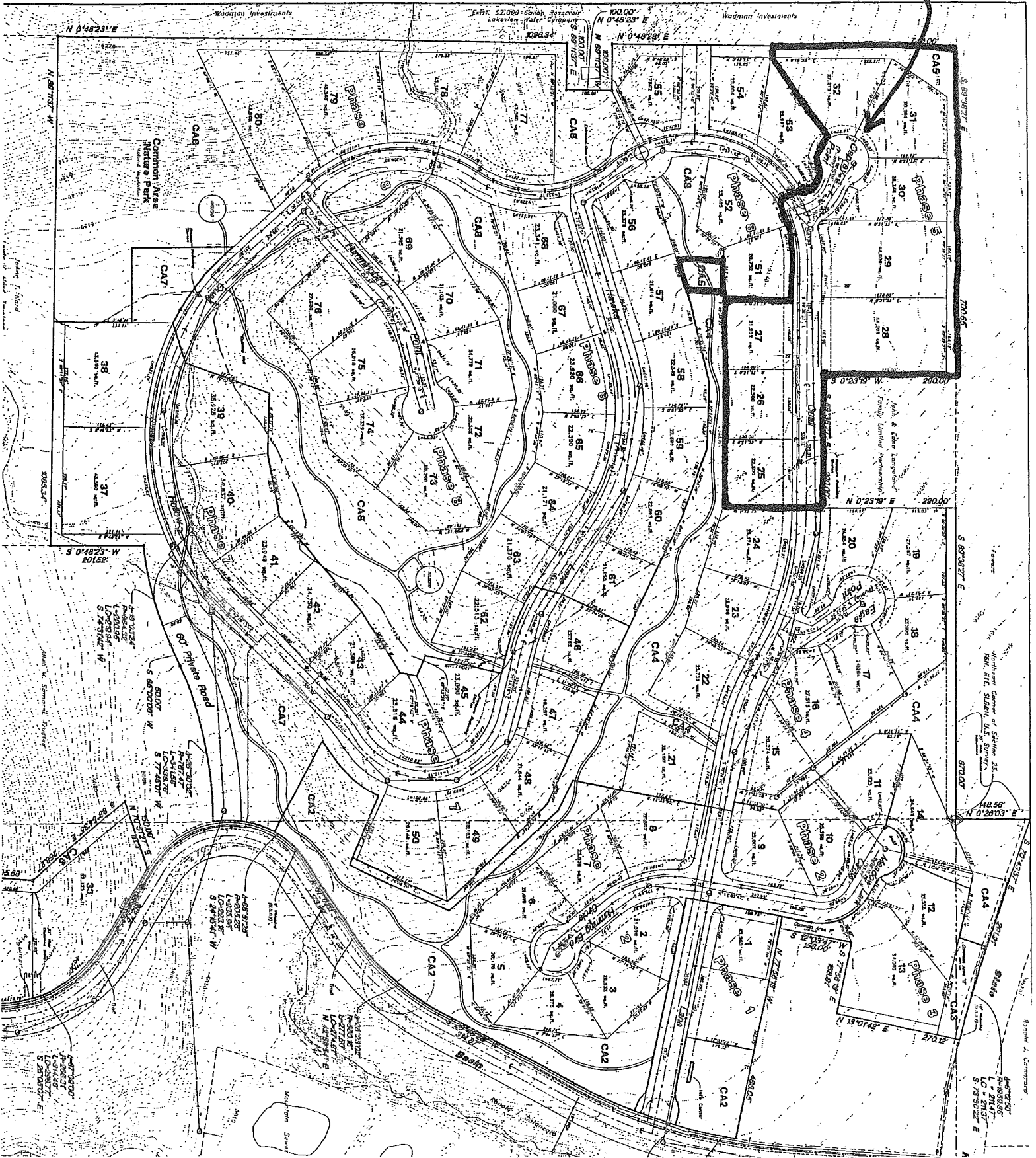


Exhibit C

Minutes of the Ogden Valley Township Planning Commission meeting held August 23, 2011, in the Weber County Commission Chambers, commencing at 5:00 p.m.

Present: Kevin Parson, Chair, Greg Graves, John Howell, Laura Warburton, Kevin Parson, Dennis Montgomery, Ann Miller, Pen Hollist

Staff Present: Rob Scott, Director, Ben Hatfield, Planner; Scott Mendoza, Planner; Chris Allred, Legal Counsel; Sherri Sillitoe, Secretary

Pledge of Allegiance
Roll Call

1. Minutes:

- 1.1. Approval of the July 05, 2011 work session and the July 26, 2011 regular meeting minutes

Commissioner Warburton indicated that she submitted changes to the July 26, 2011 meeting minutes.

Commissioner Howell indicated that he would like the following added to his comments; on Page 2 "The County Commission needs to take a close look at the issue of dropping Massage Therapy from the ordinance Chapter 34 Home Occupation. This could be a potential health problem with our Health Department regulations and inspection for unsuspecting citizens. Furthermore, such businesses have been used as places of prostitution in the past; this could even happen in Ogden Valley. This massage therapy and other mentioned businesses in the ordinance were put in the ordinance wisely and with good purpose."

Commissioner Hollist indicated that on Page 5 third para. from the bottom 2nd sentence, after 62,000 ft. eliminate the rest of the sentence and add "using VFR and visual flight rules."

Chair Parson declared the July 05, 2011 and July 26, 2011 as amended.

2. Consent Agenda

- 2.1. Consideration and action on a request for final approval for the Felt Subdivision and a recommendation for the vacation of Lot 5 of the Shawn Knight Subdivision No. 2 and all public utilities located therein.
- 2.2. Consideration and action on a request for final approval of the Chalets at Ski Lake Phase 5 (8 Lots), located at approximately 6300 East Quail Lane (Valley Enterprise Investment Company, LLC, Applicant)
- 2.3. Consideration and action on a request for final approval of the Summit at Ski Lake No. 11 (3 Lots) located at approximately 6800 E 1200 S (Valley Enterprise Investment Company, LLC, Applicant)

Jay Wadman representing Wadman investments indicated that they have an easement on the north line of the property listed on agenda item 2.2. He has no opposition to the proposal but would like the easement maintained.

Melvin Smith the developer's representative, invited Mark Babbitt, Great Basin Engineering, to speak. Mr. Babbitt indicated that there is a section corner. The previous developer worked out an agreement with Planning that eventually the road will continue and Mr. Babbitt believes Great Basin Engineering wrote the easement descriptions. They will give an easement until the road goes through in a future phase. Mr. Babbitt was asked to submit his comments in writing to staff so it is on record.

Dawn Martell, with the homeowners association for of the Summit at Ski Lake, reported that they have some concerns because the phases were not completed, and the extension of Via Cortina was not completed and now there is a new owner of the land. Mr. Catanzaro turned over Phase 4 to the homeowners association approximately one year ago and there was an agreement to have a turn around. They are willing to start talking with the new owner to come up with a solution. In the September 07, 2010, Planning Commission

meeting, Mr. Babbitt indicated that they designed the grade of Via Monaco at 15% and this was a concern to the residents.

Ms. Martell said they live in a private gated community with private roads that they maintain. They want to make sure that further phases of Ski Lake's construction traffic is not brought above Via Cortina. They are willing to talk and come up with a mutual agreement.

Commissioner Howell asked if the Fire District approved the 15% grade, and Ms. Martell said that in the September 07, 2010 meeting, it was stated that the access was to only be an emergency access.

Melvin Smith said Ms. Martell is talking about Lot 38. If they are successful in acquiring Lot 39 (owned by a credit union who is not at this meeting tonight), then they can take care of Ms. Martell's logic, but her concerns is not a part of the approval they are requesting this evening. There is a turnaround in Phase 11 and if they acquire the Phase 9 property, they will have another turn around.

Scott Mendoza indicated that when this phase is approved, the turnaround would be constructed. If there is two home owners associations, staff is concerned that the access easements are maintained. The issues of who would be allowed to travel on the existing private roads, the county pays attention to construction accesses as phases are built and accesses are constructed. The County Engineer staff indicated today that they have not received all responses to previous reviews. He believes they should be addressed prior to the process moving on.

Mel Smith was Ron Catanzaro's attorney but Mr. Catanzaro lost the right to expand into Phase 9. It has another owner. Every phase up to Phase 9 including Phase 10 reserves a cross easement that would be extended and thereby would solve the connection problem. At first, there was a desire not to let additional phases add on to the water system.

Commissioner Howell asked if all the roads are all to be private and Mr. Smith replied yes. There is only 14 additional lots left and parts of the roads are private.

Mark Babbitt indicated that the Engineering staff would not give approval to the three lots in Phase 11 until the roads in Phase 9 went in. That was no a comment they could not address. The easements have not been recorded yet. He is not aware of any other items the Engineering Department had regarding this phase. In the Summit Phase 5 there were some issues.

Mr. Smith indicated that any approval could be subject to all other agency reviews. Part of Phase 9 is road access. Their intention is to develop Phase 9 and Phase 11 at the same time if they acquire the land for Phase 9. Commissioner Howell asked if that is something that would be submitted to the County that they have that right. Mr. Smith replied no and that they would record that, each phase has the right to travel on all roads in every phase of the development.

Commissioner Warburton asked what the greatest expense of a homeowners association (HOA) is. Mel Smith indicated that amongst other things one of the greatest costs was road. Commissioner Warburton pointed out that Mr. Smith was requesting the use of the other HOA's roads for construction yet did not want to be responsible for that usage. Mr. Smith admitted there was a conflict and that his party is willing to negotiate to be fair.

Commissioner Warburton wanted to make sure that the issue of sewer is addressed. Mel Smith stated that Mr. Bowden learned about the sewer issue after he took title. The problems will be solved by the end of next week. Ms. Martell indicated that their biggest concern is that they do not want their rate based on that. The crossings are still a concern. They do not have the funds to maintain the roads for construction traffic. The crossings are in such bad shape now. There was never any money set aside and a final seal coat was not installed. The money for the seal coat is still in escrow.

Commissioner Hollist said if the road and the sewer issue are out of the purview of the Planning Commission, which Weber County body does have that responsibility and how is that responsibility exercised. Mr. Smith said that the County Commission is the body politic for the Mountain Sewer Co. The three County Commissioners have oversight, as well as the public service commission.

Mel Smith indicated that if they are successful in acquiring Phase 9, they will have construction access off the other end and they probably would not have to use the private roads, although they would have the right to. Mr. Smith explained that the funds are in escrow for chip and seal. He does not know why Mr. Catanzaro did not have the chip and seal done.

Rob Scott indicated where the county does get involved is if they end up with a home owners association that is not stable, Their concern is that they end up with enough people involved in the home owners association to ensure that the road maintenance does occur. Commissioner Hollist indicated that Mr. Scott voiced the same concerns he had with the future road maintenance. Mel Smith concluded his remarks.

MOTION: Commissioner Warburton moved to approve Consent Agenda Items 2.1, 2.2, and 2.2 subject to staff and all agency requirements. Commissioner Montgomery seconded the motion. Motion Carried 7-0.

3. Regular Meeting Agenda

3.1. Agri-tourism Discussion – Policy question related to access requirements

Scott Mendoza indicated that in earlier drafts they came up with uses and populated a use table. They realized that some of those uses could generate more traffic than other uses; they previously thought that if you would have a use such as a restaurant then they would want that located on farms that had a major road. They took a field trip to two farms. At the trout farm, Neal Barker indicated that his drive to the farm is a driveway, not a county road and there were no complaints made on that narrow county access road. Also, there were no complaints on the Sandy Hill Farm as well.

Commissioner Warburton indicated that she believes that off road parking could be a concern. Commissioner Howell indicated that on the Trout Farm off-road parking would be a concern.

Commissioner Graves indicated that a lot of the atmosphere for the farms they have visited is the accesses that lead to it. He believes it adds to that atmosphere. Having direct access off a county road is not a concern to him as long as there is off-road parking. Commissioner Howell agreed.

Commissioner Hollist said he would rather not place off-road access as a requirement. What recourse would there be to others if the access becomes egregious? Scott Mendoza indicated that the use would be a conditional use and the Planning Commission could assign conditions that would minimize the negative impacts.

Commissioner Warburton asked if there are so many complaints, could the Planning Commission revoke the use. Mr. Mendoza said as a conditional use, the Planning Commission could revoke their conditional use permit after review.

Commissioner Graves indicated that many of the agri-tourism uses are starting small.

Commissioner Howell asked if there should be signs that indicate where to park. Mr. Mendoza indicated that the signage could be reviewed during the review for the conditional use permit.

Chair Parson indicated that dust should be reviewed. He lives 500 ft. off the road and now has asphalt but at one time the dust was a problem.

Chris Allred said they could include dust mitigating conditions in the conditional use. Commissioner Graves agreed.

Exhibit D

WEBER COUNTY SUBDIVISION IMPROVEMENT AGREEMENT

1. **Parties:** The parties to this Subdivision Improvement Agreement ("the Agreement") are **Valley Enterprise Investment Company, LLC**, a Utah limited liability company ("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 The Chalets at Ski Lake Phase 5, a cluster subdivision (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 \$380,416.30.
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 PROVISION

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)
(Address)

Melven E. Smith
4723 Harrison Blvd., Ste. 200
Ogden, Utah 84403

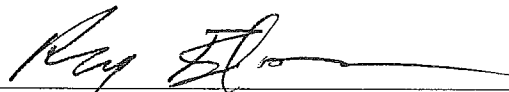
if to County:

Attn: County Engineer
Weber Center
2380 Washington Blvd.
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.

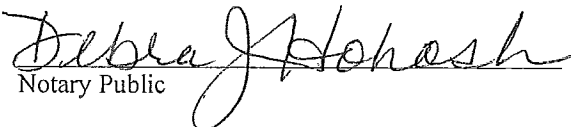
Dated this 23rd day of Jan, 2012.

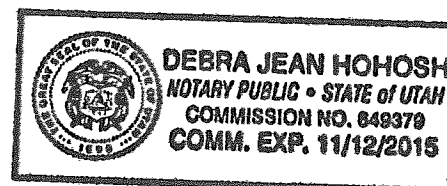
Valley Enterprise Investment Company, LLC
By:


Ray Bowden
Manager

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On the 23 day of January, 2012, personally appeared before me
Ray Bowden, who did say that (s)he is the
Manager of VALLEY ENTERPRISE INVESTMENT
COMPANY, LLC, A UTAH LIMITED LIABILITY COMPANY, that the within and foregoing instrument was
signed in behalf of the limited liability company by authority, and that (s)he duly acknowledged to me that said
limited liability company executed the same.


Notary Public



APPROVED AS TO FORM:

Weber County Attorney

Chairperson, Weber County Commission

Date: _____

ATTEST:

Weber County Clerk

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:

Weber County Clerk

EXHIBIT A: PROPERTY DESCRIPTION TO BE SUBDIVIDED

A part of the Northeast Quarter of Section 23, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 960.00 feet North 89° 38' 27" West from the Northeast corner of said Section 23; running thence South 0° 23' 19" West 290.00 feet; thence South 89° 38' 27" East 290.00 feet to the Westerly line of The Chalets at Ski Lake Phase 4, a Cluster Subdivision in Weber County, Utah; thence two (2) courses along the Westerly boundary of said Phase as follows: South 0° 21' 33" West 210.00 feet and North 89° 38' 27" West 446.06 feet; thence North 0° 21' 33" East 150.00 feet; thence North 89° 38' 27" West 89.06 feet; thence Southwesterly along the arc of a 220.00 foot radius curve to the left a distance of 122.11 feet (Central Angle equals 31° 48' 02" and Long Cord bears South 74° 27' 29" West 120.54 feet); thence North 31° 26' 33" West 60.00 feet; thence Northeasterly along the arc of a 15.00 foot radius curve to the left a distance of 26.65 feet (Central Angle equals 101° 48' 29" and Long Cord bears North 7° 39' 12" East and 23.28 feet); thence Northwesterly along the arc of a 60.00 foot radius curve to the left a distance of 26.62 feet (Central Angle equals 25° 25' 01" and Long Cord bears North 55° 57' 36" West 26.40 feet); thence North 68° 40' 05" West 2.57 feet; thence Southwesterly along the arc of a 25.00 foot radius curve to the left a distance of 20.32 feet (Central Angle equals 46° 34' 02" and Long Cord bears South 88° 02' 54" West 19.76 feet); thence Northwesterly along the arc of a 55.00 foot radius curve to the right a distance of 77.07 feet (Central Angle equals 80° 17' 07" and Long Cord bears North 75° 05' 34" West 70.92 feet); thence South 55° 02' 59" West 215.87 feet; thence North 89° 11' 37" West 25.00 feet; thence North 0° 48' 23" East 400.95 feet to a Section line; thence South 89° 38' 27" East 700.65 feet along said Section line to the point of beginning.

Contains 324,565 sq. ft.
or 7.451 Acres

Also beginning at a point on the boundary of The Chalets at Ski Lake Phase 4, a Cluster Subdivision in Weber County, Utah; said point also being 960.00 feet North 89° 38' 27" West, 290.00 feet South 0° 23' 19" West, 290.00 feet South 89° 38' 27" East to the Westerly line of The Chalets at Ski Lake Phase 4, a Cluster Subdivision in Weber County, Utah; and two (2) courses along the Westerly boundary of said Phase as follows: 210.00 feet South 0° 21' 33" West and 463.57 feet North 89° 38' 27" West from the Northeast corner of said Section 23; running thence South 0° 21' 33" West 77.96 feet; thence South 72° 32' 51" West 69.32 feet; thence North 0° 21' 33" East 99.16 feet; thence South 89° 38' 27" East 66.00 feet to the point of beginning.

Contains 5,845 sq. ft.
or 0.134 Acre

Tax ID Nos.: 20-035-0071
20- 035-0072
Part of 20-035-0002

EXHIBIT B: REQUIRED ON & OFF SITE SUBDIVISION IMPROVEMENTS

See Exhibit B

EXHIBIT B

UTILITY CONSTRUCTION PROPOSAL
THE CHALETS AT SKI LAKE PHASE 5
WEBER COUNTY, UTAH

(8 Lots)
January 2012

DEVELOPER: Ray Bowden

ENGINEER'S ESTIMATE

\$380,416.30 / 8 Lots= \$47,552.04

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>SECTION I</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
<u>Streets</u>			
1. Rough Grading of Streets to Sub-Base Grade from Property Line to Property Line Surplus Material to be used to fill front Lots (860 L.F.)	LUMP SUM	\$ <u>30,000.00</u> ls	\$ <u>30,000.00</u>
<u>Water</u>			
1. Furnish and install 8-inch C900 P.V.C. Pipe Watermain (Class 200)	2,107 lf	\$ <u>19.00</u> lf	\$ <u>40,033.00</u>
2. Connect to existing Pipe	1 ea	\$ <u>1,000.00</u> ea	\$ <u>1,000.00</u>
3. Connect to existing water tank	1 ea	\$ <u>1,500.00</u> ea	\$ <u>1,500.00</u>
4. Furnish and construct 8 inch Fire Hydrants with Aux. Valve, Box and Pipe to main, including Tee, Complete Unit	3 ea	\$ <u>3,500.00</u> ea	\$ <u>10,500.00</u>
5. Service Connections complete	8 ea	\$ <u>1,000.00</u> ea	\$ <u>8,000.00</u>
6. Furnish and install 8 inch Gate Valve	6 ea	\$ <u>850.00</u> ea	\$ <u>5,100.00</u>
7. Furnish and install 2" Blowoff in Vault	1 ea	\$ <u>1,000.00</u> ea	\$ <u>1,000.00</u>
8. Furnish and install vault for future PRS	1 ea	\$ <u>5,000.00</u> ea	\$ <u>5,000.00</u>
9. Test and Chlorinate	LUMP SUM	\$ <u>2,000.00</u> ls	\$ <u>2,000.00</u>
		SUB TOTAL	\$ <u>74,133.00</u>
SECTION I		SUB TOTAL	\$ <u>104,133.00</u>

	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
<u>SECTION II</u>			
<u>Sewer</u>			
1. Furnish and install 8 inch Sanitary P.V.C Sewer Main	842 lf	\$ <u>21.00</u> lf	\$ <u>17,682.00</u>
2. Furnish and install 5 foot Diameter Manhole	1 ea	\$ <u>2,500.00</u> ea	\$ <u>2,500.00</u>
3. Furnish and install 4 foot Diameter Manhole	2 ea	\$ <u>2,300.00</u> ea	\$ <u>4,600.00</u>
4. Connect to existing Sanitary Sewer Main	1 ea	\$ <u>600.00</u> ea	\$ <u>600.00</u>
5. Furnish and install Service Connections (complete)	8 ea	\$ <u>800.00</u> ea	\$ <u>6,400.00</u>
6. Temp end - Plug	1 ea	\$ <u>250.00</u> ea	\$ <u>250.00</u>
7. Video and Test	LUMP SUM	\$ <u>2,000.00</u> ls	\$ <u>2,000.00</u>
		SUB TOTAL	\$ <u>34,032.00</u>

SECTION III

Grading and Paving

1. Fine grading of Streets to Sub-Base Grade, surplus material to fill on Lots (860 L.F.)	LUMP SUM	\$ <u>2940.00</u> ls	\$ <u>2,940.00</u>
2. Furnish and install structural fill sub-base 8-inches thick	3,560 sy	\$ <u>9.50</u> sy	\$ <u>33,820.00</u>
3. Furnish and install Crushed Gravel Untreated Base Course (8 inch thick)	3,560 sy	\$ <u>10.50</u> sy	\$ <u>37,380.00</u>
4. Furnish and install Oil Mulch Paving (3 inch thick)	3,560 sy	\$ <u>16.00</u> sy	\$ <u>56,960.00</u>
5. Furnish and install Seal Coat	3,560 sy	\$ <u>2.50</u> sy	\$ <u>8,900.00</u>
6. Furnish and install 24 inch wide rolled concrete curb and gutter with 4 inch gravel sub-base	979 lf	\$ <u>13.00</u> lf	\$ <u>12,727.00</u>
7. Grading/Reshaping Detention Pond Area	400 cy	\$ <u>12.00</u> cy	\$ <u>4,800.00</u>
8. Geofabric Mirafi	3,560 sy	\$ <u>3.00</u> sy	\$ <u>10,680.00</u>
		SUB TOTAL	\$ <u>168,207.00</u>

SECTION IV

Storm Drain

1. Furnish and install Catch Basin (rural)	4 ea	\$ <u>1300.00</u> lf	\$ <u>5,200.00</u>
2. Furnish and install 4 foot diameter manhole with Catch Basin (rural)	1 ea	\$ <u>2200.00</u> ea	\$ <u>2,200.00</u>
3. Furnish and install 15 inch CP	245 lf	\$ <u>24.00</u> lf	\$ <u>5,880.00</u>
4. Furnish and install 18 inch RCP	673 lf	\$ <u>27.00</u> lf	\$ <u>18,171.00</u>
5. Furnish and install 12 inch RCP	45 lf	\$ <u>21.00</u> lf	\$ <u>945.00</u>

Storm Drain Continued

5. Connect to existing Catch Basin	1 ea	\$ <u>500.00</u> ea	\$ <u>500.00</u>
6. Temporary end plug	1 ea	\$ <u>150.00</u> ea	\$ <u>150.00</u>
SUB TOTAL			\$ <u>32,101.00</u>

SECTION V

Trenching

1. Coordinate and provide trenching for Power, Cable TV and Telephone as needed (Verify with Utility Companies)	1,720 lf	\$ <u>2.00</u> lf	\$ <u>3,440.00</u>
	LUMP SUM	\$ <u>3920.00</u> LS	\$ <u>3,920.00</u>
2. Erosion Control		SUB TOTAL	\$ <u>7,360.00</u>

TOTAL OF SECTION I \$ 104,133.00

TOTAL OF SECTION II \$ 34,032.00

TOTAL OF SECTION III \$ 168,207.00

TOTAL OF SECTION IV \$ 32,101.00

TOTAL OF SECTION V \$ 7,360.00

TOTAL OF ALL SECTIONS \$ 345,833.00

PLUS 10% CONTINGENCY 34,583.30

GRAND TOTAL \$ 380,416.30

Work May Be Awarded On Any Or All Sections.

Contractor's State License No.

Contractor

Type of License

By

Insurance Agent

Address

Phone

EXHIBIT C: FINANCIAL GUARANTEE

See Exhibit C

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 \$ 380,416.30 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 The Chalets at Ski Lake Phase 5

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 improvemen

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 25 day of JAN., 2012

JARED ANDERSEN
Escrow Agent

[Signature]
Signature

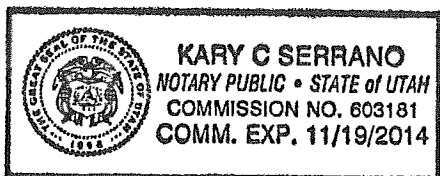
Title: COUNTY ENGINEER

State of Utah)

ss:

County of Weber)

On the 25th day of JANUARY, 2012 appeared
before me the signer(s) of the within instrument, who duly acknowledged to me that he/she executed the same.



Kary C. Serrano
Notary Public
Residing at:

APPROVED AS TO FORM:

Weber County Attorney

Date

APPROVED:

Chairperson, Weber County Commission

Date

ATTEST:

Weber County Clerk



WEBER COUNTY CMS RECEIPTING SYSTEM OFFICIAL RECEIPT

cms314a
Page 1 of 1

*** Save this receipt for your records ***

Date: 23-JAN-2012

Receipt Nbr: 485

ID# 1237

Employee / Department: ANGELA MARTIN - 4181 - PLANNING
Monies Received From: LINCOLN TITLE
Template: PUBLIC WORKS
Description: CHALETS PHASE 5

The following amount of money has been received and allocated to the various accounts listed below:

Total Currency	\$	_____	.00
Total Coin	\$	_____	.00
Total Debit/Credit Card	\$	_____	.00
Pre-deposit	\$	_____	.00
Total Checks	\$	_____	380,416.30
Grand Total	\$	_____	380,416.30

Account Number	Account Name	Comments	Total
2012-11-0000-2400-0030-000	ENGINEERING ESCROW		380,416.30
TOTAL \$			380,416.30

Check Amounts

380,416.30

Total Checks: 1

Total Check Amounts: \$ 380,416.30

*** SAVE THIS RECEIPT FOR YOUR RECORDS ***

Exhibit E

When Recorded Return To:
Melven Smith
4723 Harrison Blvd Ste 200
Ogden, Utah 84403

WEBER COUNTY SURVEY MONUMENTATION IMPROVEMENT AGREEMENT

1. **Parties:** The parties to the Survey Monumentation Improvement Agreement ("the Agreement") are Valley Enterprise Investment Co., LLC ("the Developer") and the Weber County Surveyor ("the County Surveyor").
2. **Effective Date:** The Effective Date of the Agreement will be the date that the County Surveyor or his Authorized Agent signs this agreement or other dates as specified herein.

RECITALS

WHEREAS, the Developer seeks permission to subdivide property within the area of Weber County, to be known as The Chalets at Ski Lake Phase 5 ("the Subdivision"), which property is shown and described on the submitted plat maps for review by the County Surveyor, and upon final approval of the Subdivision by the County Commission the final approved subdivision plat shall be made a part hereof and incorporated herein (the "Plat"); and

WHEREAS, the County seeks to protect the health, safety and general welfare of the residents of Weber County by requiring the completion of adequate monumentation of the Subdivision and thereby limiting the harmful effects and eventual loss or obliteration of public and private property lines as dedicated and/or established by the recording of the Plat; and

WHEREAS, the purpose of this Agreement is to protect the County from the cost of completing subdivision monumentation improvements and is not executed for the benefit of material, men, laborers, surveyors 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 monuments or improvements as shown on the final approved subdivision plat and/or as specifically required by the County Surveyor ("the Improvements"). The Developer's obligation to complete the Improvements will arise upon final plat approval by the Weber County Commission, 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 their obligations hereunder, the Developer shall comply with County Ordinance 26-4-3 paragraph 7 by depositing with the County Surveyor, on or prior to the date which the County Surveyor signs and seals his approval block on the subdivision plat, an amount, **payable by check or cash**, to the County Surveyor equal to the estimated cost(s) as contained in the Subdivision Monumentation Letter ("the Letter") which Letter is prepared during the County Surveyor's subdivision review process and prior to the deposit requirement. All terms or conditions of that letter are incorporated herein and made part hereof.

5. **Standards:** The Developer shall cause the Developer's surveyor to construct the Improvement(s) according to county monument standards as approved and adopted by the County Surveyor which standards are incorporated herein by this reference and/or as special circumstances may require a variation to the standard. Any variations must be approved by the County Surveyor. A copy of the monument construction standards are available at the County Surveyor's Office.

6. **Warranty:** The Developer warrants that all required Improvement(s) will be free from defects for a period of one year from the date that the County Surveyor accepts the Improvement(s) by issuing the Certificate of Escrow Fund Release and by recording the Easement for monumentation.

7. **Completion Periods:** The Developer shall cause the Developer's surveyor to complete the installation of all required Improvement(s) within the time period required by County Ordinance 26-4-3 paragraph 7 which states, *"... the subdivider's surveyor shall install such monuments within a one year time period, after the asphalt is installed"*. Should the Developer fail to install the asphalt within 2 years from the date of final approval by the County Commission the County Surveyor may declare the escrow in default. It shall be the Developer's responsibility, once the Improvement(s) are ready for inspection, to notify the County Surveyor and make a request for an inspection of the Improvements. Once the Improvements have been accepted by the County Surveyor it shall be the responsibility of the Developer, within 90 days of the County Surveyor's notice of acceptance, to make a written request for reimbursement of the available Escrow deposit. Should the written request for reimbursement fail to be made within the 90 days or the County Surveyor's notice of acceptance the Developer shall be deemed to be in default and the entire Escrow deposit and Checking fees shall be forfeited to the County Surveyor and shall be deposited in the Public Land Corner Preservation Fund in accordance with UCA 17-23-19.

8. **Compliance with Law:** The Developer will comply with all relevant laws, ordinances, and regulations in effect at the time of recording the final subdivision plat with the County Recorder. When necessary to protect public's health, safety, and general welfare the Developer will be subject to laws, ordinances and regulations that become effective after said recording of the final subdivision plat and before the completion and acceptance of the work.

9. **Relinquishment and granting of a Perpetual Easement:** The Developer hereby Agrees to execute a Perpetual Easement granting the County Surveyor the right to access, inspect, repair, replace, maintain, alter or adjust the Improvements that are the subject of this agreement. The Developer also agrees to execute a Perpetual Easement granting the right to access, inspect, repair, replace, maintain, alter or adjust county or government monuments that may exist on or near this development as required by the county surveyor. Furthermore, the Developer agrees to grant to the County Surveyor, his successors, assigns, agents, contractors, and employees a nonexclusive right and Perpetual Easement to enter the Property to conduct future surveying activities as may be required by the County Surveyor. The granting of the Perpetual Easements will be effective upon recording of the easements with the county recorder.


Initials

COUNTY SURVEYOR'S OBLIGATIONS

10. **Plat Approval:** The County Surveyor or his authorized agent shall affix his signature and seal to the subdivision plat when all the plat requirements, survey requirements and conditions of this Agreement have, in the judgment of the County Surveyor, been satisfactorily completed.

11. **Inspection and Certification:** Upon notification by the Developer as required in paragraph 7 above, the County Surveyor will inspect the Improvements. If acceptable to the County Surveyor, he shall authorize a release of the available Escrow deposit (which deposit does not include the checking fee) less a 10% Escrow deposit retainer to the Developer or person that deposited the funds with the County Surveyor by providing the Developer the Certificate of Escrow Fund Release and Easement Acceptance.

12. **Notice of Defect:** The County Surveyor will provide timely notice to the Developer or Developers Surveyor whenever inspection reveals that an Improvement does not conform to the standards and specifications required by this Agreement. The Developer will have 30 days from the issuance of such notice to cure or substantially cure the defect. The County Surveyor may not declare a default under this Agreement during the 30 day cure period on account of any such defect unless it is clear the Developer does not intend to cure the defect. The Developer will have no obligation to cure defects in or failure of any Improvement found to exist or occurring after the warranty period. Should it become necessary for the Developer to need more time to fully complete the monument installation, the Developer may make a written request for an extension of time on a form provided by the County Surveyor.

13. **Acceptance of Improvements:** The County Surveyor shall accept the Relinquishment and Perpetual Easement (see paragraph 9 above) of any validly accepted Improvement(s) which acceptance will be evidenced by the issuance of the Certificate of Escrow Fund Release and Easement Acceptance letter. The County Surveyors acceptance of the Improvement(s) is conditioned on the presentation by the Developer of adequate documentation that the Improvement(s) are owned by the Developer free of any liens, encumbrances, or other restrictions on the Improvement(s) unacceptable to the County Surveyor in his reasonable judgment. Acceptance of the Relinquishment and Perpetual Easement of any Improvement does not constitute a waiver of the County Surveyor to draw funds from the Escrow fund retainer on account of any defect in or failure of the Improvement(s) that is detected within one year after the date of the release of Escrow funds. Additionally, acceptance of the Improvements(s) is also based on proper execution of and recording of the Perpetual Easement document.

14. **Reduction of Security:** After the acceptance of any Improvement, the amount which the County Surveyor is entitled to draw on the Escrow deposit may be reduced by an amount equal to 90% of the available Escrow on deposit. At the request of the Developer, the County Surveyor will execute a certificate of release verifying the acceptance of the Improvement(s) and waiving its right to draw on the Escrow to the extent of such amount specified in the certificate. 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 Escrow will be available to the County Surveyor for 90 days after expiration of the Warranty Period. After said 90 days any Escrow on deposit which has not been requested in accordance with paragraph 7 above shall be deemed forfeited and become the property of the County Surveyor to be deposited in the Public Land Corner Preservation Fund in accordance with UCA 17-23-19.

15. **Use of Proceeds:** All default deposits, forfeitures, fees or penalties shall be deposited in the Public Land Corner Preservation Fund as authorized by UCA 17-23-19.

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 street monument Improvements subsequent to the installation of the asphalt in accordance with the terms of paragraph 7 above;
- b. Developer's failure to complete construction of the Improvements within one year of the installation of the asphalt in accordance with the terms of paragraph 7 above;
- 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 Surveyor may not declare a default until written notice has been issued 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 amount of Escrow funds on deposit with the County Surveyor will be prima facie evidence of the minimum cost of construction; however, neither that amount or the amount of the Escrow establishes the maximum amount of the developer's liability which may include but not limited to survey costs, as established by the County Surveyor, to retrace and locate the position of the unfinished Improvements. The County Surveyor will be entitled to complete all Improvements at the time of default regardless of the extent to which Improvement(s) have been installed or whether installation ever commenced. **No partial release of funds will be authorized for any partial completion of the Improvements.**

18. **County Surveyor's Rights Upon Default:** When any event of default occurs, the County Surveyor may draw the full amount of the Escrow and Checking fees for each and all Improvements. The County Surveyor will have the right to complete Improvements himself or contract with a third party for completion and utilize any escrow funds available to compensate for the installation. Alternatively, the County Surveyor may assign the proceeds of the Escrow to a subsequent developer who has acquired the Subdivision by purchase, foreclosure or otherwise who will then have the same rights of completion as the County Surveyor if and only if the

subsequent developer agrees in writing to complete the unfinished Improvements. In addition, the County may suspend final plat approval. These remedies are cumulative in nature except that during the Warranty Period, should the defects fail to be cured within 30 days of notice, the County's remedy is the same as outlined in paragraph 17 above and will be to draw funds under the Escrow deposit retainer.

19. **Indemnification:** The Developer hereby expressly agrees to indemnify and hold the County Surveyor harmless from and against all claims, costs and liability of every kind and nature, for the 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 the 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 the Agreement signed by both County Surveyor 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 the Agreement may amend or modify this Agreement only by written instrument executed by the County Surveyor and by the Developer or his authorized agent. 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 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 the 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 the 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 the Agreement to the Developer are personal and may not be assigned without the express written approval of the County Surveyor. Such approval may not be unreasonably 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 Escrow to the Developer if it accepts new security from any developer 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 of default 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)

Ray Brown
5398 E. 3850N.
5000 UT 8930
Appt. 1-801-725-1517

If to County

Attn: County Surveyor
Weber Center Surveyor's Office
2380 Washington Blvd. Ste 370
Ogden, Utah 84401

30. **Recordation:** It is the intent of the Parties that this Agreement encumber only the property shown on the final plat as approved by the County Commission and as recorded with the County Recorder. Either Developer or County may record a copy of this Agreement in the County Recorder's Office of Weber County, Utah by attaching a legal description of the subdivision property being encumbered herein and included as "EXHIBIT 'A' - Description of Property Being Subdivided". The attached description(s) may be subject to change, correction, or alteration during the review process and prior to the County Surveyor's signature and seal being affixed to the final plat. It is the intent of this Agreement that the land being affected by this Agreement is to conform with the description of the final subdivision plat as approved by the County Commission and properly recorded.

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 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.

EXHIBIT 'A' - Description of Property Being Subdivided.

(Attach a reduced 8.5" x 11" copy of the submitted plat. Note: This attached plat will be superceded and replaced by the Approved Final Subdivision Plat upon recording of the Plat.)

BOUNDARY DESCRIPTION

A part of the Northeast Quarter of Section 23 Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 960.00 feet North 89°38'27" West from the Northeast corner of said Section 23; running thence South 0°23'19" West 290.00 feet; thence South 89°38'27" East 290.00 feet to the Westerly line of the Chateau of Ski Lake Phase 4, a Cluster Subdivision in Weber County, Utah; thence two (2) courses along the Westerly boundary of said Phase as follows: South 0°21'33" West 210.00 feet and North 89°38'27" West 446.96 feet; thence North 0°21'33" East 150.00 feet; thence North 89°38'27" West 89.06 feet; thence Southwesterly along the arc of a 220.00 foot radius curve to the left a distance of 127.11 feet (Central Angle equals 31°48'02" and Long Chord bears South 74°21'29" West 120.54 feet); thence North 31°26'33" West 60.00 feet; thence Northeasterly along the arc of a 15.00 foot radius curve to the left a distance of 26.65 feet (Central Angle equals 101°48'29" and Long Chord bears North 7°39'12" East 23.28 feet); thence Northwesterly along the arc of a 60.00 foot radius curve to the left a distance of 26.62 feet (Central Angle equals 25°25'01" and Long Chord bears North 55°57'36" West 26.40 feet); thence North 68°40'55" West 2.57 feet; thence Southwesterly along the arc of a 25.00 foot radius curve to the left a distance of 20.32 feet (Central Angle equals 46°34'02" and Long Chord bears South 88°02'54" West 19.76 feet); thence Northwesterly along the arc of a 55.00 foot radius curve to the right a distance of 77.07 feet (Central Angle equals 86°17'01" and Long Chord bears North 75°05'34" West 70.92 feet); thence South 55°02'59" West 213.87 feet; thence North 89°11'37" West 25.00 feet; thence North 0°48'23" East 400.95 feet to a Section line; thence South 89°38'27" East 700.65 feet along said Section line to the point of beginning.

*Contains 324,565 sq. ft.
Or 7.451 Acres*

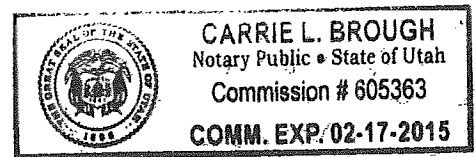
Also beginning at a point on the boundary of The Chateau of Ski Lake Phase 4, a Cluster Subdivision in Weber County, Utah; said point also being 960.00 feet North 89°38'27" West, 290.00 feet South 0°23'19" West, 290.00 feet South 89°38'27" East to the Westerly line of The Chateau of Ski Lake Phase 4, a Cluster Subdivision in Weber County, Utah; and two (2) courses along the Westerly boundary of said Phase 4 as follows: 210.00 feet South 0°21'33" West and 463.97 feet North 89°38'27" West from the Northeast corner of said Section 23; running thence South 0°21'33" West 77.96 feet; thence South 72°32'51" West 69.32 feet; thence North 0°21'33" East 99.16 feet; thence South 89°38'27" East 60.00 feet to the point of beginning.

*Contains 5,845 sq. ft.
Or 0.134 acre*

Ray Bowden
(Type capacity or Name of each signatory)

INDIVIDUAL ACKNOWLEDGMENT

State of Utah)
SS
County of Weber)



On the 23rd day of January A.D. 2012 personally appeared
before me Ray Bowden the signer(s) of the within instrument, who
duly acknowledged to me that he/she executed the same.

Carrie L. Brough
Notary Public
Residing at: Ogden , Utah

CORPORATE ACKNOWLEDGMENT

State of Utah)
SS
County of Weber)

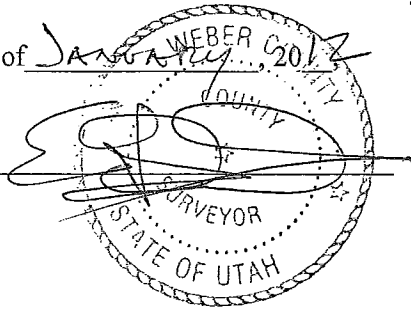
On the _____ day of _____ A.D. 20____ personally appeared before me
duly sworn, did say that he/she is the _____ of
, the corporation which executed the foregoing instrument, and that said instrument was signed in behalf
of said corporation by authority of a Resolution of its Board of Directors that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

Notary Public
Residing at: _____, Utah

Signature and Seal of the Weber County Surveyor or Authorized Agent

Signed this 23 day of January, 2012

Signature _____



The foregoing being hereby approved at a regular meeting of the Weber County Commission on

_____ day of _____ 20____.

Jan Zogmaister, Chair

ATTEST: _____

Ricky Hatch, CPA
Weber County Clerk / Auditor

SUBDIVISION MONUMENTATION LETTER

January 23, 2012

Melven Smith
4723 Harrison Blvd Ste 200
Ogden, Utah 84403

RE: The Chalets at Ski Lake Phase 5

Before the above referenced subdivision is approved by the this office the amount shown below must be deposited with the County Surveyor to be held in Escrow as security in accordance with the Survey Monumentation Improvement Agreement ("the Agreement") which will need to be signed at the time of the Escrow and Checking fee deposit. A copy of the Agreement accompanies this letter for your review.

The Developer shall assure that their surveyor completes the installation of the required monuments in accordance with the Agreement and County Ordinance 26-4-3 paragraph 7 (or current amendment).

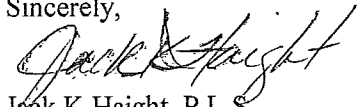
3 monument(s) @ \$550.00 Escrow deposit for each monument, Escrow Deposit sub-total \$1650.00
plus \$150.00 non-refundable checking fee per monument. Checking fee sub-total \$ 450.00
Total Escrow and Checking fee deposit \$2100.00

The street monuments shall be constructed in accordance with County Surveyor's monument specifications for Ring & Lid construction and installed at the locations specified on the approved subdivision plat. All other monumentation will be completed in accordance with the policies and/or requirements of the County Surveyor.

It shall be the Developers responsibility to notify this office when the required monumentation has been properly constructed, installed, stamped, punched and ready to be inspected. The Surveyor's Office will notify the Developer of the acceptance of the Improvements after which it shall be the Developers responsibility to request, in writing, reimbursement of the Escrow deposit in accordance with the Agreement. The Checking fee is retained by the County Surveyor and deposited in the Public Land Corner Preservation Fund as per UCA 17-23-19 (other relevant sections of Utah Law are, but not limited to, UCA 17-23-1(3)(vii) and 17-23-17.5).

It should be noted that in the event that it is determined during the initial inspection that the construction of the monumentation does not meet County Standards or is deficient in completion an additional \$100.00 per required monument penalty will be charged for each subsequent inspection trip (Weber County Ordinance Title 6 Chapter 22). The subsequent inspection trip penalty will be retained from the Escrow deposit thus reducing the amount of reimbursement available.

Sincerely,



Jack K Haight P.L.S.
Surveyor, Senior Reviewer
Weber County Surveyors Office
(801) 399-8075