



Staff Report to the Weber County Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: Consideration and action for final subdivision approval of The Ridge Townhomes PRUD Phase 3, including a Subdivision Improvement Agreement with the Financial Guarantee.

Type of Decision: Administrative

Agenda Date: Tuesday, June 06, 2017

Applicant: Ridge Utah Development Corporation, a Utah corporation

Authorized Representative: Eric Householder

File Number: UVR082916

Property Information

Approximate Address: 5300 East Moose Hollow Drive

Project Area: 5.89 acres

Zoning: FR-3

Existing Land Use: Vacant

Proposed Land Use: PRUD

Parcel ID: 22-281-0004

Township, Range, Section: T7N, R1E, Section 27



Adjacent Land Use

North: Residential	South: Open Space
East: Vacant/Future Development	West: Residential

Staff Information

Report Presenter: Ronda Kippen
rkippen@co.weber.ut.us
 801-399-8768

Report Reviewer: RG

Applicable Ordinances

- Title 101, Chapter 1 General Provisions, Section 7, Definitions
- Title 104, Zones, Chapter 17 Forest Residential Zone (FR-3)
- Title 104, Zones, Chapter 27 Natural Hazards Overlay Zone
- Title 104, Zones, Chapter 28 Ogden Valley Sensitive Lands Overlay Districts
- Title 106, Subdivisions, Chapter 1-8 as applicable
- Title 108, Chapter 5 Planned Residential Unit Development

Development History

- The PRUD received the required Conditional Use Permit, Design Review, Ogden Valley Architectural, Landscape and Screening Design Standards and Preliminary Subdivision approval from the Weber County Commission on December 10, 2013 after receiving a positive recommendation from the Ogden Valley Planning Commission on November 11, 2013.
- The Ogden Valley Planning Commission, after holding an open meeting and receiving public input on November 1, 2016, has forwarded a unanimous positive recommendation for final subdivision approval of The Ridge Townhomes PRUD Phase 3.

Summary and Background

The proposed subdivision is part of the master planned community within the Wolf Creek Resort known as “The Ridge Townhomes at Wolf Creek PRUD” which consists of five phases (48 units) over 14.46 acres and approximately 10.11 acres (63%) of open space/common area and is zoned FR-3 (see Exhibit A). The proposed subdivision phase will consist of 5.89 acres with 12 townhomes in three 6,802 square foot 4-plex buildings and approximately 4.247 acres (72%) of common area (see Exhibit B). The proposal includes a club/pool house for the owners and guests of the townhomes, 29

parking stalls for the townhomes and the amenities and will complete the connection from Moose Hollow Drive to the intersection of Elkridge Trail and Eagle Crest Court. Part of the consideration and action to be made by the County Commission is the approval of a Subdivision Improvement Agreement that includes a Financial Agreement in the amount of \$810,904.35 (see Exhibit C for the Subdivision Improvement Agreement) for the proposed subdivision.

The Uniform Land Use Code of Weber County (LUC) §106-1-8(f) identifies the approval process for final subdivision. The proposed subdivision exceeds the amount of lots that can be administratively approved as part of a phasing process; therefore the final plat must be considered and approved by the County Commission after receiving a recommendation from the Planning Commission. The proposed subdivision and lot configuration is in conformance with the current zoning, the approved PRUD and the Zoning Development Agreement Conceptual Land Use Plan as well as the applicable subdivision requirements as required in the LUC.

Analysis

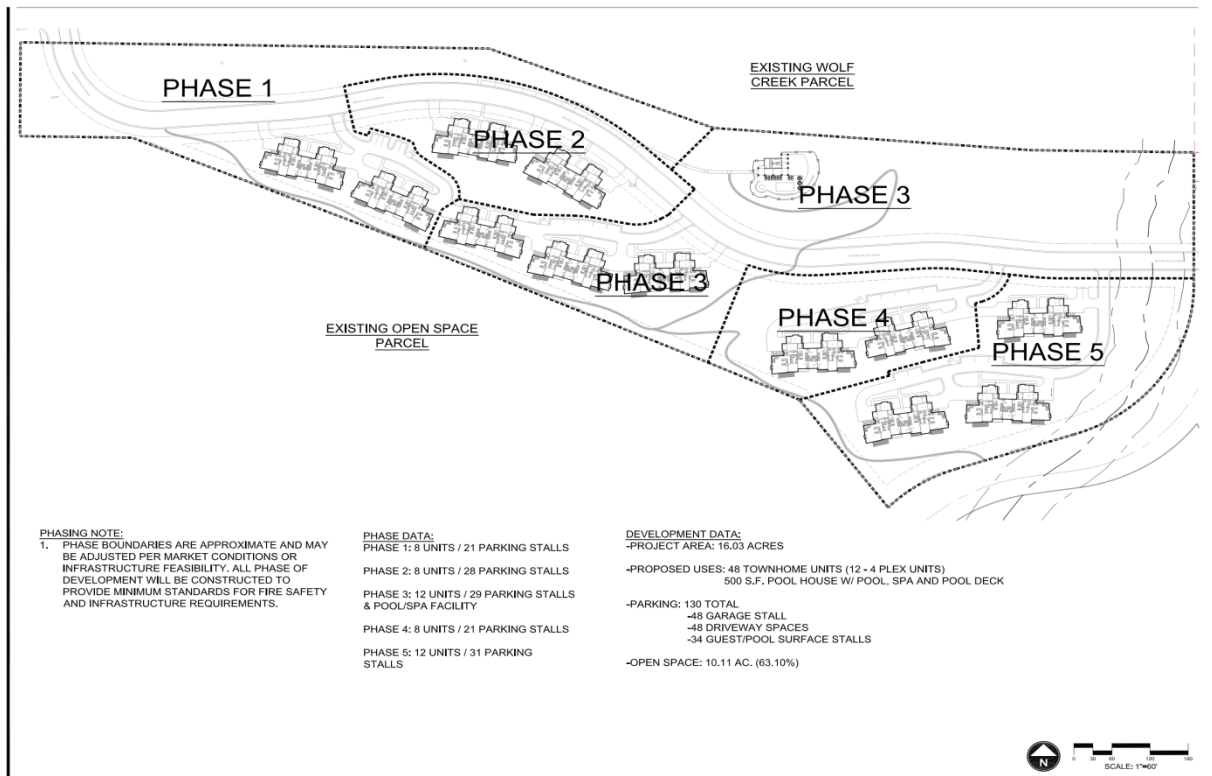
General Plan: The proposal conforms to the Ogden Valley General Plan by encouraging development within the existing resort-related areas.

Zoning: The subject property is located in the Forest Residential Zone more particularly described as the FR-3 zones. The purpose and intent of the FR-3 zone is identified in the LUC § 104-17-1 as:

“The purpose in establishing the Forest Residential, FR-3 zone is to provide for medium density residential uses of apartment clusters or condo-tels adjacent to and in conjunction with major recreational resorts, recreation areas and facilities in the mountain areas of Weber County on the basis that such medium density multiple-family housing is an integral and normal part of a recreational resort complex catering to the needs of both tourists and permanent home ownership. This zone is intended to be used in mountain locations in areas associated with major recreational resorts.”

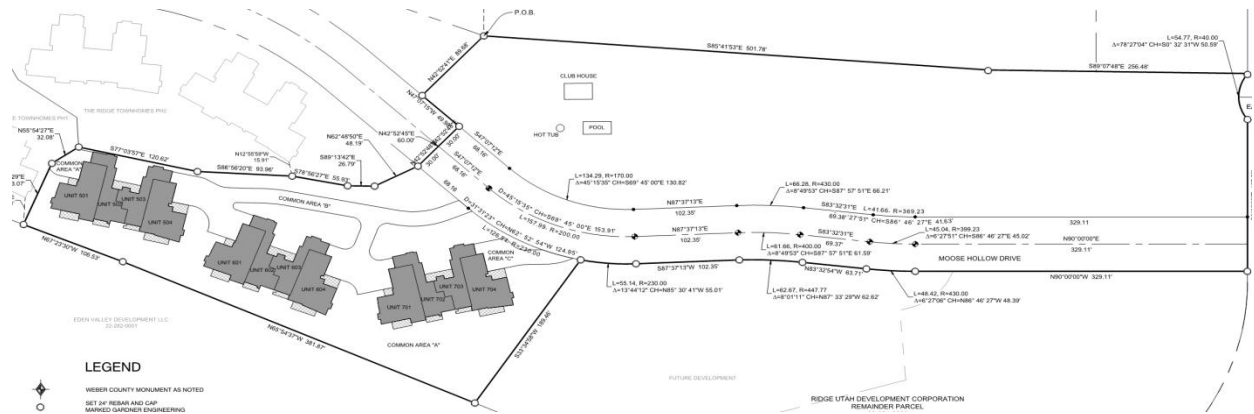
As part of the subdivision process, the proposal has been reviewed against the current subdivision ordinance in LUC §106, the PRUD ordinance in LUC §108-5, and the applicable standards in the FR-3 zone (LUC §104-17) to ensure that the regulations and standards have been adhered to. The proposed subdivisions, with the recommended conditions listed in this staff report, are in conformance with county code. The following is a brief synopsis of the review criteria and conformance with the LUC.

Lot area, frontage/width and yard regulations: The proposed subdivision is one of five phases in The Ridge Townhomes PRUD and is in compliance with the approved PRUD and preliminary subdivision for the multi-phased development.



The purpose and intent of a Planned Residential Unit Development (PRUD) is intended to “allow for diversification in the relationship of various uses and structures to their sites and to permit more flexibility of such sites and to encourage new and imaginative concepts in the design of neighborhood and housing projects in urbanizing areas” (LUC§ 108-5-2). The Ridge Townhomes PRUD Phase 3 utilizes the allowed flexibility with the proposed townhomes. The proposed layout is arranged in such a way to provide the occupants of the townhomes views of Pineview Reservoir and Mt. Ogden. The 12 townhomes are all two stories with limited common area and common area surrounding the 4-plexs. Access to the townhomes will be off of Moose Hollow Drive with a 16 foot shared driveway. As part of the preliminary subdivision approval, the townhomes must be located a minimum of 15 feet from Moose Hollow Drive and will be constructed within the building envelope shown on the subdivision plat. The architectural style of the proposed townhomes is considered to be “Mountain Modern” and will vary in size from approximately 1400 to 2200 square feet with a maximum building height of 26 feet. Based on the allowed flexibility of the approved PRUD, the subdivision layout, building configurations and unit sizes in Phase 3 the proposal is acceptable as reflected below:

Phase 3 subdivision plat layout:



Townhomes layout:



Townhomes architectural renderings:



Ogden Valley Sensitive Lands Overlay Districts: The development area falls within an area identified as an “Important Wildlife Habitat Area” that is part of the Ogden Valley Sensitive Lands Overlay Districts (LUC§ 104-28). The proposed subdivision has been designed to ensure that development standards in this area will follow the principles and standards established regarding the location of buildings, structures, roads, trails and other similar facilities to protect important wildlife habitat and their functions including wildlife movement across areas dominated by human activities by limiting the areas of disturbance.

Natural Hazards Overlay Zone: The proposed subdivision is located in a Zone “X” as determined by FEMA to be an area determined to be outside 500-year floodplain.

A geologic hazards assessment has been performed and a report has been prepared by IGES dated September 12, 2016, identified as Project #02348-001. All site development will need to adhere to the geologic and geotechnical recommendations in the report. According to the report, the location of the club/pool house will need additional site specific geologic and geotechnical investigation in conjunction with a building permit. A note shall be added to the plat to notify the future property owners of the geologic and geotechnical report on file with the Weber County Planning Division as well as the requirement for further geologic and geotechnical investigation prior to submitting for a building permit from Weber County for only the club/pool house.

Upon recording the final subdivision Mylar a separate “Natural Hazards Disclosure” document will be required to be recorded to provide adequate notice of the geotechnical and geological recommendations to future property owners. A condition of approval has been added to the Planning Commission’s recommendations to ensure that the “Natural Hazards Disclosure” document is recorded to provide adequate notification for future property owners.

Culinary water, irrigation water and sanitary sewage disposal: The applicant has provided a capacity assessment letter from the Wolf Creek Water and Sewer District for the culinary and irrigation water and sanitary sewer. The applicant has provided a waiver for the required construct permit from the State of Utah Department of Environmental Quality Division of Drinking Water for the expansion of the water system and water lines serving the subdivision.

Review Agencies: The Weber County Surveyor’s Office and Engineering Division have reviewed and approved the proposal. A condition of approval has been made part of the Planning Commission’s recommendations to ensure that any conditions of the applicable reviewing agencies are strictly adhered to.

Additional design standards and requirements: If the applicant would like to utilize the ability to have nightly rentals as an option allowed in the PRUD ordinance for the owner’s in The Ridge Townhomes PRUD Phase 3, a note will need to be added to the final Mylar to declare that the subdivision is approved for nightly rentals per LUC§ 108-5-4(d) which states:

“Any housing units to be developed or used, in whole or in part, for sleeping rooms (including lockout sleeping rooms) for nightly rentals shall be declared and designated on the site development plan, and shall adhere to the additional parking requirements for rental sleeping rooms as provided in title 108, chapter 8, section 2 of this Land Use Code.”

A note has been added to the final subdivision Mylar to provide notice of the approved nightly rental option to allow nightly rentals as part of The Ridge Townhomes PRUD Phase 3,.

Tax clearance: The 2015 property taxes have been paid in full. The 2016 property taxes will be due in full on November 1, 2016.

Planning Commission Recommendation

The Ogden Valley Planning Commission recommends final subdivision approval of The Ridge Townhomes PRUD Phase 3, consisting of 12 units. This recommendation for approval is subject to all review agency requirements and based on the following conditions:

1. A “Natural Hazards Disclosure” document will be required to be recorded with the final subdivision Mylar to provide adequate notice of any geotechnical and geological recommendations for future property owners.

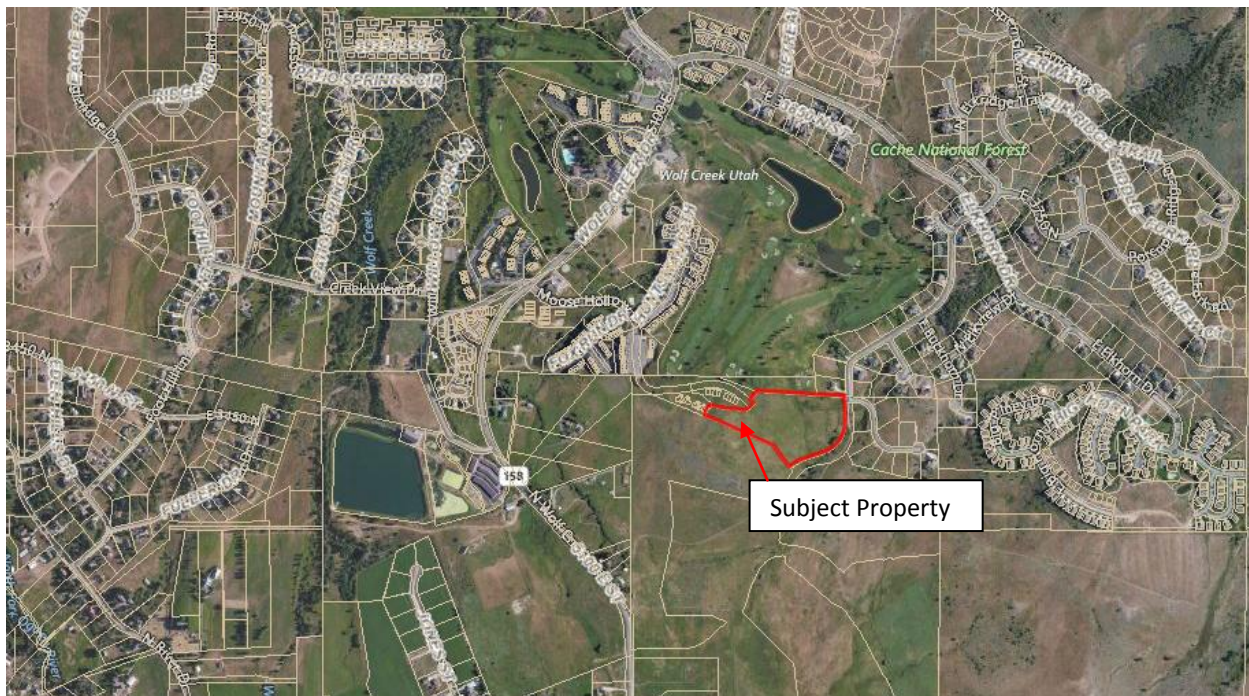
This recommendation is based on the following findings:

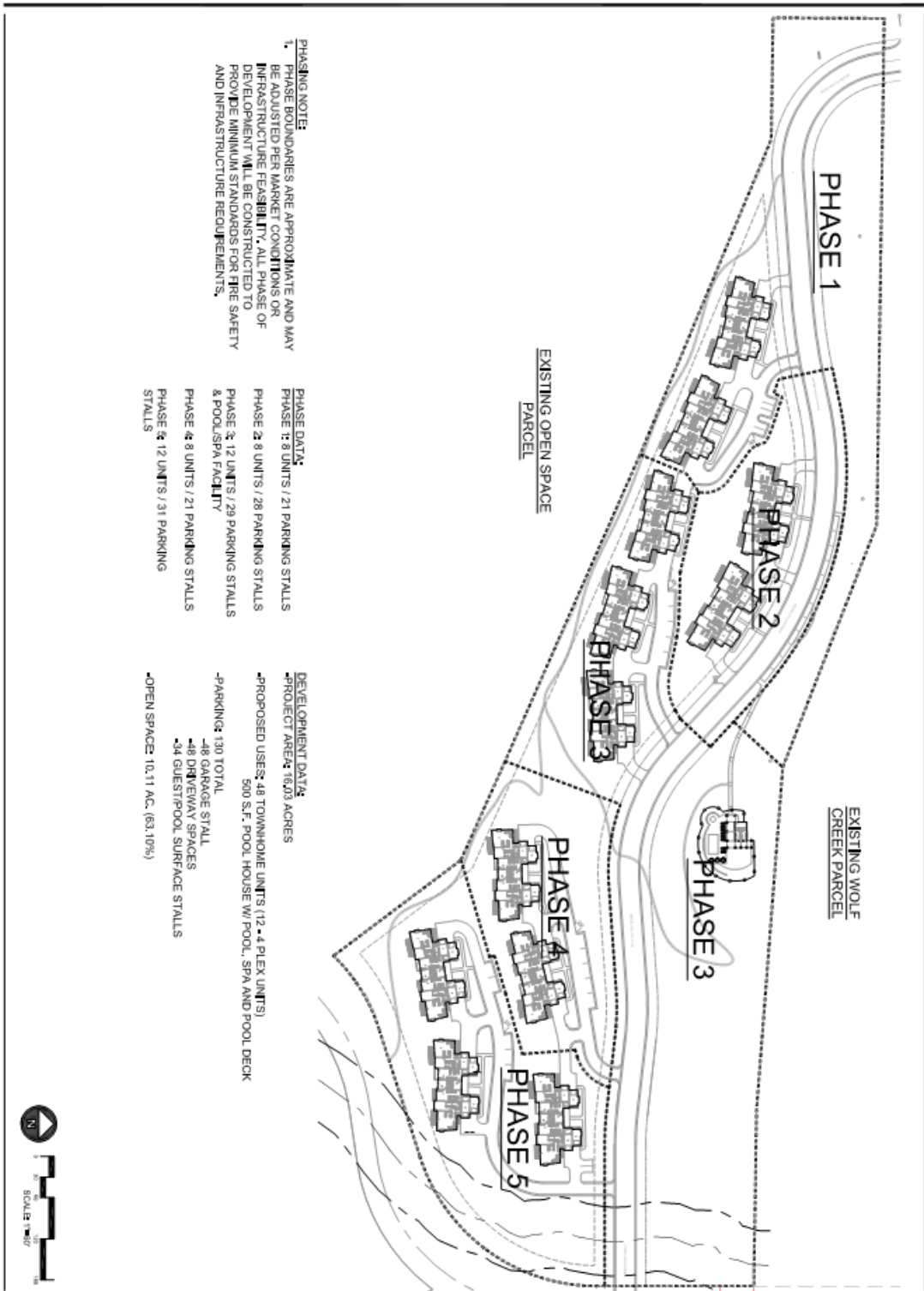
1. The proposed subdivision conforms to the Ogden Valley General Plan.
2. The proposed subdivision conforms to the approved Zoning Development Agreement.
3. The proposed subdivision conforms to the approved PRUD.
4. With the recommended conditions, the proposed subdivision complies with all previous approvals and the applicable County ordinances.
5. The proposed subdivision will not be detrimental to the public health, safety, or welfare.
6. The proposed subdivision will not deteriorate the environment of the general area so as to negatively impact surrounding properties and uses.

Exhibits

- A. The Ridge Townhomes at Wolf Creek PRUD Phasing Plan
- B. The Ridge Townhomes PRUD Phase 3
- C. Subdivision Improvement Agreement that includes a Financial Agreement

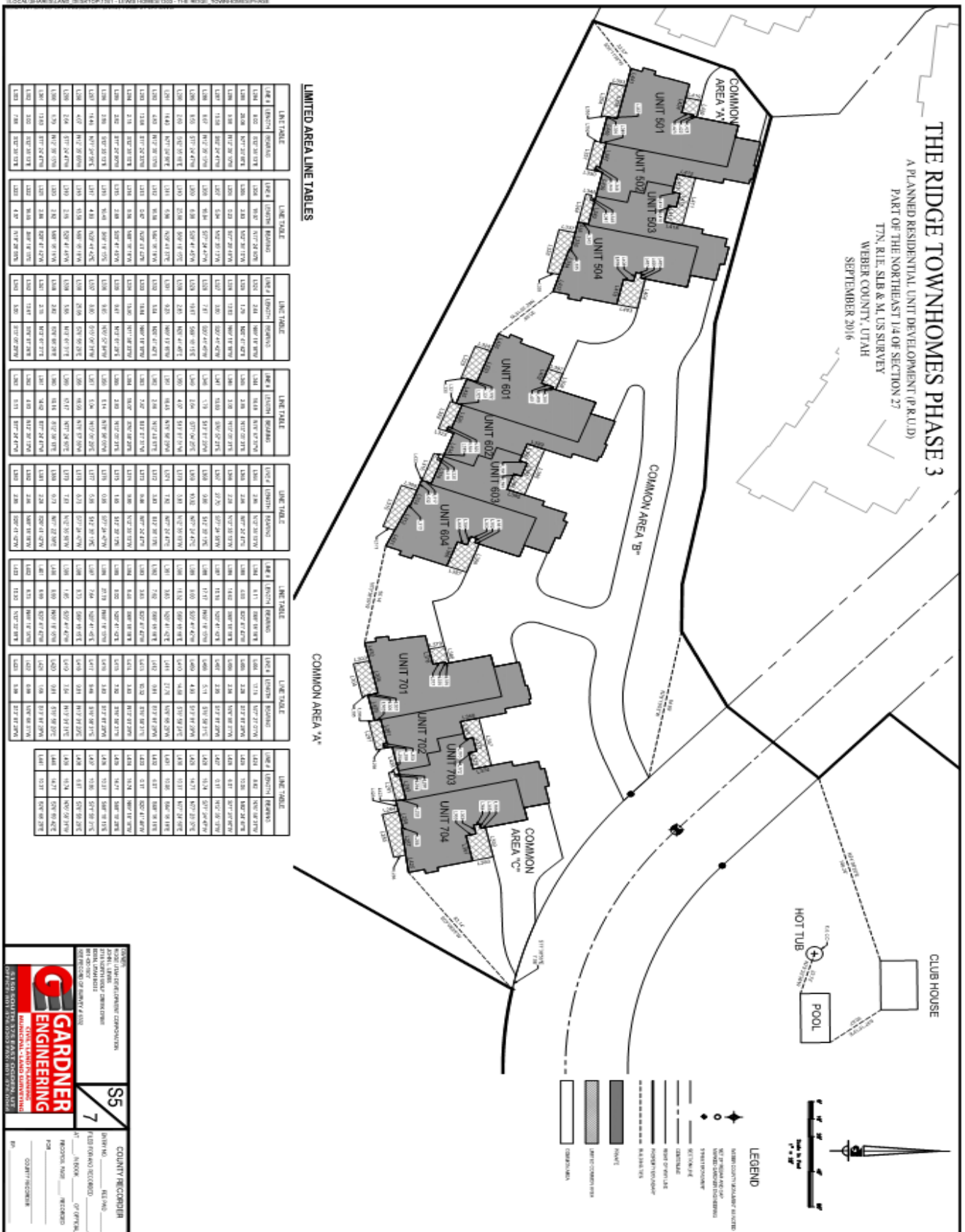
Location Map



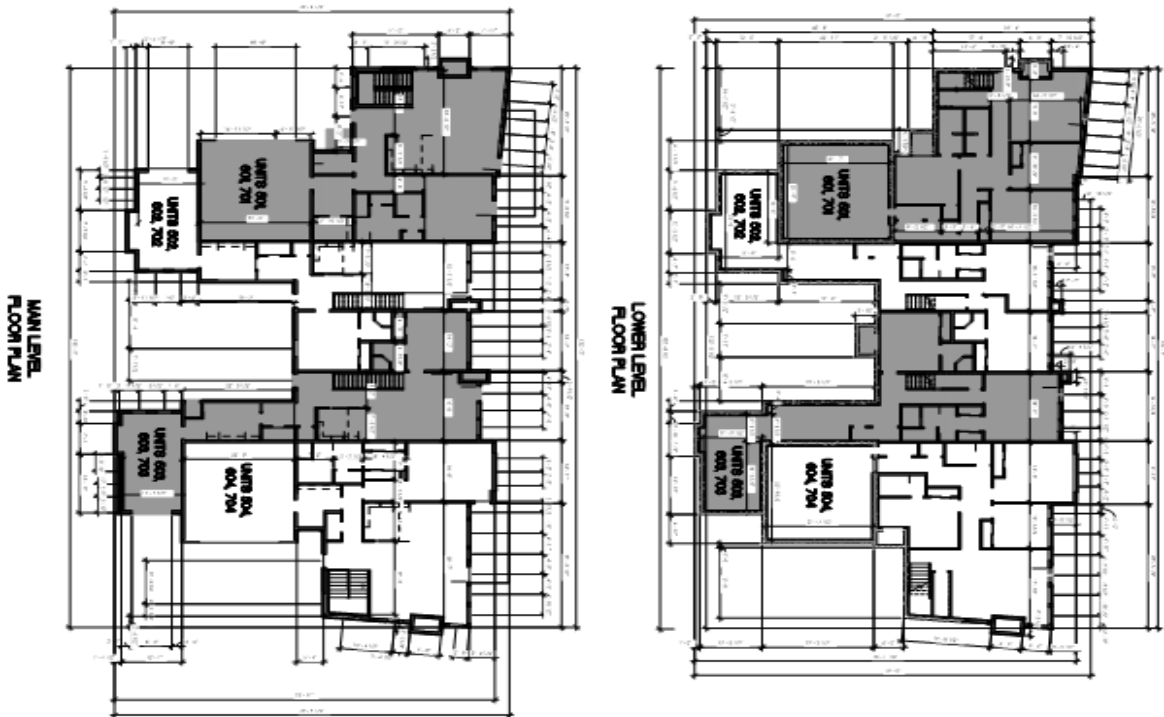


<p>THE RIDGE TOWNHOMES WEBER COUNTY, UT</p>	
<p>PROJECT: THE RIDGE TOWNHOMES PHASING PLAN SHEET NUMBER: P1.0</p>	<p>PREPARED BY: [Logo] ARCHITECT: [Logo] DATE: 10/20/2013 PROJECT: 208 SHEET NO: 11 SCALE: 1/8"=1'-0"</p>

Exhibit B-The Ridge Townhomes PRUD Phase 3



LOCAL 28 HANSLAND COUNTY 17101 - LEWIS HOMES 1000 - THE RIDGE TOWNHOMES PHASE 3



THE RIDGE TOWNHOMES PHASE 3

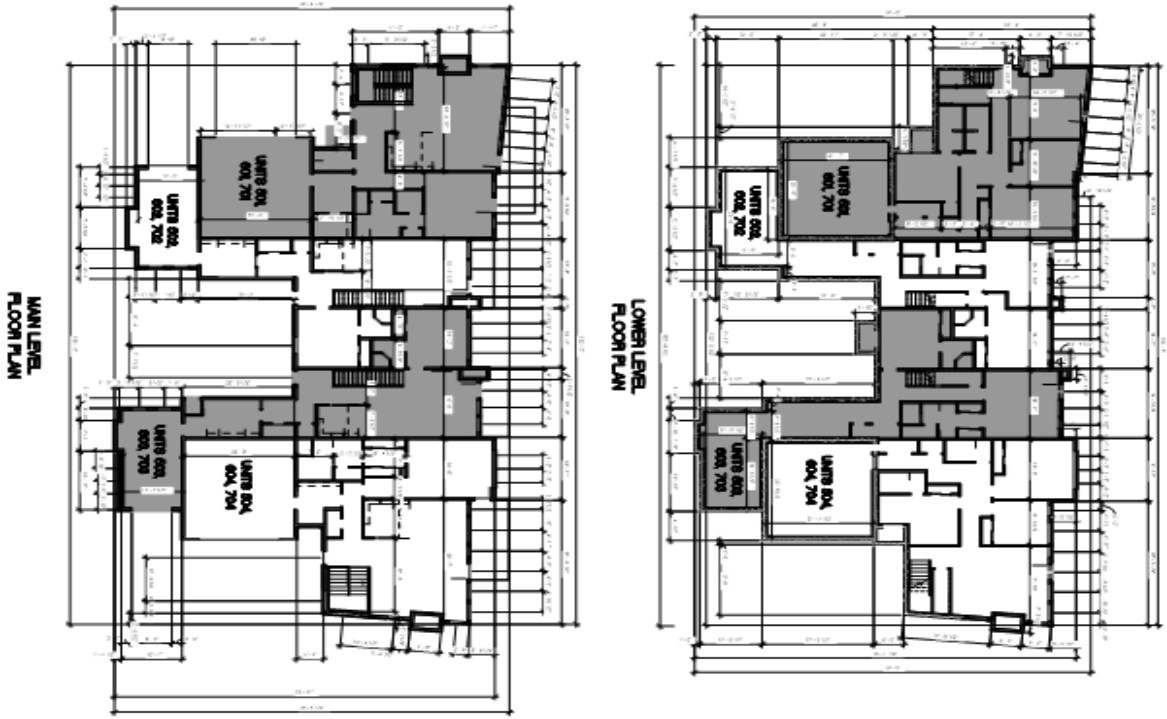
A PLANNED RESIDENTIAL UNIT DEVELOPMENT (P.R.U.D.)
 PART OF THE NORTHEAST 1/4 OF SECTION 27
 T7N, R1E, S18 & M, US SURVEY
 WEBER COUNTY, UTAH
 SEPTEMBER, 2016

NOTE: EACH UNIT IS IDENTIFIED BY THE BOUNDARIES OF THE
 ENTIRE LOWER LEVEL OF EACH UNIT AS SHOWN ON THE
 LOWER LEVEL FLOOR PLAN.

<p>GARDNER ENGINEERING MANUFACTURING PLANNING ENGINEERING</p>	PROJECT: LOCAL 28 HANSLAND COUNTY 17101 - LEWIS HOMES 1000 - THE RIDGE TOWNHOMES PHASE 3 DRAWN BY: [Name] CHECKED BY: [Name] DATE: [Date]	COUNTY RECORDER DIVISION: [] FILED (FORM) RECORD: [] BY: [Name]
	SHEET NO. S6 OF 7	COUNTY RECORDER DIVISION: [] FILED (FORM) RECORD: [] BY: [Name]

Exhibit B-The Ridge Townhomes PRUD Phase 3

LOCAL 28 HANSLAND COUNTY 17101 - LEWIS HOMES 1000 - THE RIDGE TOWNHOMES PHASE 3



THE RIDGE TOWNHOMES PHASE 3

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<p>GARDNER ENGINEERING MANUFACTURING PLANT ENGINEERING</p>	PROJECT: LOCAL 28 HANSLAND COUNTY 17101 - LEWIS HOMES 1000 - THE RIDGE TOWNHOMES PHASE 3 DRAWN BY: [Name] CHECKED BY: [Name] DATE: [Date]	COUNTY RECORDER DIVISION: [] FILED (FORM) RECORD: [] BY: []
	SHEET NO. S6 OF TOTAL SHEETS: 7	COUNTY RECORDER DIVISION: [] FILED (FORM) RECORD: [] BY: []

**WEBER COUNTY
SUBDIVISION IMPROVEMENT
AGREEMENT**

1. **Parties:** The parties to this Subdivision Improvement Agreement ("the Agreement") are **Ridge Utah Development Corporation** ("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 Ridge Townhomes Phase 3** (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 **\$810,904.35**.
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 or 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>Ridge Utah Development Corporation</u>
(Address)	3718 North Wolf Creek Resort
	Eden, UT 84310

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 1st day of June, 2017.

Developer

CORPORATE ACKNOWLEDGMENT

State of Utah)
 ss
County of Weber)

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

Notary Public
Residing at:

APPROVED AS TO FORM:

Weber County Attorney

Chairperson, Weber County Commission

Date

ATTEST:

Weber County Clerk

EXHIBIT A: PROPERTY DESCRIPTION TO BE SUBDIVIDED

The Ridge Townhomes Phase 3 also described as:

A PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY MOST CORNER OF THE RIDGE TOWNHOMES PHASE 1 BEING LOCATED SOUTH 89°09'42" EAST 1091.39 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER AND SOUTH 0°00'00" EAST 131.97 FEET FROM THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; RUNNING THENCE SOUTH 85°41'53" EAST 501.78 FEET TO THE EXTENSION OF THE SOUTHERLY BOUNDARY OF ELKHORN SUBDIVISION, PHASE 2, LOTS 24 THROUGH 28 AMENDED; THENCE ALONG SAID BOUNDARY LINE AND ITS EXTENSION SOUTH 89°07'48" EAST 256.48 FEET TO THE WESTERLY BOUNDARY OF EAGLES LANDING AT WOLF CREEK SUBDIVISION PHASE 1; THENCE ALONG SAID BOUNDARY ALONG THE ARC OF A CURVE TO THE LEFT 54.77 FEET, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 78°27'04", AND WHICH CHORD BEARS SOUTH 0°32'31" WEST 50.59 FEET; THENCE SOUTH 0°00'00" WEST 167.52 FEET; THENCE NORTH 90°00'00" WEST 329.11 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 48.42 FEET, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 6°27'06", AND WHICH CHORD BEARS NORTH 86°46'27" WEST 48.39 FEET; THENCE NORTH 83°32'54" WEST 63.71 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 62.67 FEET,

HAVING A RADIUS OF 447.77 FEET, A CENTRAL ANGLE OF 8°01'11", AND WHICH CHORD BEARS NORTH 87°33'29" WEST 62.62 FEET; THENCE SOUTH 87°37'13" WEST 102.35 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 55.14 FEET, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 13°44'12", AND WHICH CHORD BEARS NORTH 85°30'41" WEST 55.01 FEET; THENCE SOUTH 33°34'58" WEST 189.46 FEET; THENCE NORTH 65°54'37" WEST 381.87 FEET; THENCE NORTH 67°23'30" WEST 106.53 FEET TO THE EASTERLY BOUNDARY OF SAID RIDGE TOWNHOMES PHASE 1; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES: (1) NORTH 22°36'29" EAST 73.07 FEET; (2) NORTH 55°54'27" EAST 32.08 FEET TO THE SOUTHERLY BOUNDARY OF THE RIDGE TOWNHOMES PHASE 2; THENCE ALONG SAID BOUNDARY THE FOLLOWING SEVEN (7) COURSES: (1) SOUTH 77°03'57" EAST 120.62 FEET; (2) SOUTH 86°56'20" EAST 93.96 FEET; (3) SOUTH 78°56'27" EAST 55.93 FEET; (4) SOUTH 89°13'42" EAST 26.79 FEET; (5) NORTH 62°48'50" EAST 48.19 FEET; (6) NORTH 42°52'45" EAST 60.00 FEET; (7) NORTH 47°07'15" WEST 49.98 FEET TO THE BOUNDARY OF SAID RIDGE

TOWNHOMES PHASE 1; THENCE ALONG SAID BOUNDARY NORTH 42°52'41" EAST 89.68 FEET TO THE POINT OF BEGINNING. CONTAINING 5.89 ACRES, MORE OR LESS.

EXHIBIT B: REQUIRED ON & OFF SITE SUBDIVISION IMPROVEMENTS

		The Ridge Phase 3	Weber County Escrow			
		05.18.2017	Construction			
		Description	Qty	Unit	Price	Cost
ROADWAY - COUNTY	A ROADWAY					
	1	Mobilization/SWPPP	1	EA	0.00	0.00
	2	Estimated Imported Material	0	TON	16.18	0.00
	3	Clear and Grub	0	SY	1.00	0.00
	4	Roadway Earthworks - Cut	0	CY	2.00	0.00
	5	Roadway Earthworks - Fill	0	CY	2.00	0.00
	6	10" Base Coarse	1641	TON	18.69	30,670.29
	7	16" Sub Base Coarse	2625	TON	17.19	45,123.75
	8	3" Asphalt	492	TON	83.23	40,949.16
	9	Slurry Seal	3018	SY	2.50	7,545.00
	10	Curb and Gutter	1667	LF	19.80	33,006.60
	11	Ditch/Swale	360	LF	5.00	1,800.00
						159,094.80
ROADWAY - PRIVATE DRIVE	B PRIVATE DRIVE					
	1	Estimated Imported Material	0	TON	16.18	0.00
	2	Clear and Grub	0	SY	1.00	0.00
	3	6" Base Coarse	176	TON	18.69	3,289.44
	4	8" Sub Base Coarse	235	TON	17.19	4,039.65
	5	3" Asphalt	88	TON	83.23	7,324.24
	6	Slurry Seal	540	SY	2.50	1,350.00
	7	Concrete Driveway	8969	SF	2.50	22,422.50
	8	Curb and Gutter	0	LF	19.80	0.00
	9	Shoulder	664	LF	2.50	1,660.00
						40,085.83
GENERAL SITE	C GENERAL SITE					
	1	Building Pad Preparation	0	EA	50,000.00	0.00
	2	Roadway Earthworks - Cut	5000	CY	2.00	10,000.00
	3	Roadway Earthworks - Fill	4400	CY	2.00	8,800.00
	4	Estimated Imported Material	1454	TON	16.18	23,525.72
	5	5' Sidewalk	175	LF	19.00	3,325.00
	6	4' Sidewalk	416	LF	15.00	6,240.00
	7	4' Rock Retaining Wall	685	LF	12.00	8,220.00
	8	Pool/Spa with Structure	1	EA	100,000.00	0.00
						60,110.72
WATER	D CULINARY WATER					
	1	8" Ductile Iron CI 51 Waterline	1616	LF	29.29	47,332.64
	2	8" Gate Valve	5	EA	2,261.72	11,308.60
	3	1" Copper Service Lateral, Meter w/ Box	13	EA	1,276.13	16,589.69
	4	Temporary Blow off	1	EA	1,981.16	1,981.16
	5	Install Fire Hydrant Assembly	2	EA	6,203.48	12,406.96
	6	PRV Station	1	EA	30,120.93	30,120.93
	7	Connect to Existing Main	3	EA	2,943.37	8,830.11
	8	Import	740	TON	16.18	11,973.20
						140,543.29
SEWER	C SANITARY SEWER					
	1	8" PVC SDR 35 Sewer Line	452	LF	36.65	16,565.80
	2	4" Lateral lines and Connections	13	EA	690.05	8,970.65
	3	Install 4' Sanitary Sewer MH	2	EA	3,340.94	6,681.88
	4	Install 5' Sanitary Sewer MH	0	EA	0.00	0.00
	5	Drop Manhole	0	EA	0.00	0.00
	6	Connect to Existing	2	EA	3,000.00	6,000.00

EXHIBIT B: REQUIRED ON & OFF SITE SUBDIVISION IMPROVEMENTS

	7	Import	0	TON	16.18	0.00
						38,218.33
	D STORM DRAIN					
STORM	1	6" PVC Storm Drain	118	LF	35.00	4,130.00
	1	8" PVC Storm Drain	236	LF	36.36	8,580.96
	2	10" PVC Storm Drain	246	LF	37.00	9,102.00
	3	12" PVC Storm Drain	122	LF	38.65	4,715.30
	4	10" RCP CL III Storm Drain	0	LF	0.00	0.00
	5	12" RCP CL III Storm Drain	0	LF	0.00	0.00
	6	15" RCP CL III Storm Drain	99	LF	45.67	4,521.33
	7	24" RCP CL III Storm Drain	0	LF	0.00	0.00
	8	36" RCP CL III Storm Drain	0	LF	0.00	0.00
	9	24" X 48" CB w/bicycle grate	4	EA	2,532.43	10,129.72
	10	1' Inline Drain Box	6	EA	2,500.00	15,000.00
	11	2'x2' Storm Drain Box	10	EA	1,292.80	12,928.00
	12	3'x3' Storm Drain Box	1	EA	2,671.57	2,671.57
	13	4'x4' Storm Drain Box	0	EA	2,816.42	0.00
	14	4' Storm Drain MH	0	EA	2,522.35	0.00
	15	5' Storm Drain MH	0	EA	3,765.13	0.00
	16	Install Pond Outlet Control Box	0	EA	3,089.29	0.00
	17	Pond excavation	0	CY	11.48	0.00
18	Import	0	TON	16.18	0.00	
						71,778.88
	E SECONDARY WATER					
SECONDARY	1	4" PVC	1040	LF	12.95	13,468.00
	2	4" Gate Valve	3	EA	1,131.24	3,393.72
	3	4" Secondary Stub	2	EA	2,337.27	4,674.54
	4	4" Secondary Water PRV	1	EA	30,120.33	30,120.33
	1	8" PVC C900	0	LF	17.75	0.00
	2	8" Gate Valve	0	EA	2,194.14	0.00
	3	4" Drain Valve	0	EA	2,337.27	0.00
	4	Single Service Connection	0	EA	1,437.83	0.00
	5	Double Service Connection	0	EA	989.36	0.00
	6	Connect To Existing Main	2	EA	1,269.07	2,538.14
	7	Relocate Meter	1	EA	2,500.00	2,500.00
	8	Import	53	TON	16.18	857.54
	F OTHER SITE COSTS					
	1	Landscaping	1	EA	74,149.82	74,149.82
	2	Trails	0	EA	0.00	0.00
	3	Rock Walls	0	EA	0.00	0.00
	4	Reseeding/Stabilization Road Cuts	1	EA	20,000.00	20,000.00
	5	Dumpster Enclosure	1	EA	1,500.00	1,500.00
	6	Site Lighting	7	EA	500.00	3,500.00
	7	Combo Street/Stop Signs	1	EA	250.00	250.00
	8	Street Signs	0	EA	0.00	0.00
	9	Misc. Improvements	1	EA	70,401.83	70,401.83
						169,801.65
	TOTAL CONSTRUCTION				737,185.77	
		10% Contingency				73,718.58
	TOTAL ESCROW				810,904.35	

EXHIBIT B: REQUIRED ON & OFF SITE SUBDIVISION IMPROVEMENTS

The Ridge Phase 3

Landscape Installation

Cost Estimate Areas:		
Landscape	86,505 s.f.	1.99 Acres
Hardscape	0,000 s.f.	0.00 Acres
Total:	86,505 s.f.	1.99 Acres

Cost Estimate

Category	Unit	Price/Unit	Total Units	Summary
A. Landscape				
Evergreens				
6' ht.	ea.	\$ 300.00	11	\$ 3,300
Deciduous Trees				
2.5" cal.	ea.	\$ 285.00	0	\$ -
Deciduous Trees				
2.0" cal.	ea.	\$ 300.00	12	\$ 3,600
Ornamental Trees				
2" cal.	ea.	\$ 250.00	10	\$ 2,500
Sod (w/ irrigation and fine grading)	s.f.	\$ 1.50	14,961	\$ 22,442
Wetland Seed	s.f.	\$ 0.15	0	\$ -
Native/Wildflower/Perennial Seed	s.f.	\$ 0.50	0	\$ -
Dryland Seed	s.f.	\$ 0.07	57,626	\$ 4,034
Shrub Beds (w/ soil prep, irrigation, weed barrier fabric) with 135 - 5 gal shrubs, 224 - 1 gal perennials, 118 - 1 gal grasses	s.f.	\$ 2.75	13,918	\$ 38,275
Steel Edger	l.f.	\$ 2.75	0	\$ -
Subtotal				\$ 74,150

B. Hardscape

Pavement				
Soft Surface Trail 8'	s.f.	\$ 1.50	0	\$ -
Concrete Walk 4'	s.f.	\$ 2.25	0	\$ -
Concrete Walk 6'	s.f.	\$ 2.25	0	\$ -
Concrete Walk 8'	s.f.	\$ 2.25	0	\$ -
Concrete Walk 10'	s.f.	\$ 2.25	0	\$ -
Concrete Edging	l.f.	\$ 4.00	0	\$ -
Paved Surface (Shelters)	s.f.	\$ 2.25	0	\$ -
Crusher Fines Surface (Seating Areas)	s.f.	\$ 1.50	0	\$ -
Subtotal				\$ -

C. Site Furnishings and Amenities

Park Bench	ea.	\$ 1,150	0	\$ -
Park Bench - Covered	ea.	\$ 3,500	0	\$ -
Shelter	ea.	\$ 30,000	0	\$ -
Foot Bridge	ea.	\$ 15,000	0	\$ -
Trash Receptacle	ea.	\$ 795	0	\$ -
Dog Pick-up Station	ea.	\$ 170	0	\$ -
Park Bollard Lights	ea.	\$ 500	0	\$ -
Playground	lump	\$ 60,000	0	\$ -
Bike Rack	ea.	\$ 750	0	\$ -
Picnic Tables	ea.	\$ 2,300	0	\$ -
Subtotal				\$ -

Project Total \$ 74,150

Project Summary:	
Total Estimated Landscape, Hardscape and Site Furnishings/Amenities Cost:	\$ 74,149.82
Cost Per Square Foot:	\$ 0.86

Note: Cost Estimate does not include the following items: entry monuments/signage, earthwork/mass grading, street lighting, landscape lighting, electrical, or signage

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 \$ 810,904.35 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

The Ridge Townhomes Phase 3

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

Title

State Of Utah)
 ss:
County Of Weber)

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

My Commission Expires:

Notary Public

Approved as to form:

Weber County Attorney

Date

Approved:

Chairperson, Weber County Commission

Date

Attest:

Weber County Clerk

Date