



# Staff Report to the Weber County Commissioners

Weber County Planning Division

## Synopsis

### Application Information

**Application Request:** Consideration and action on an application for final approval of the Hidden Haven Estates 2nd Amendment, consisting of 3 lots and an extended private road including approval of a Subdivision Improvement Agreement with a Financial Guarantee

**Type of Decision:** Administrative

**Agenda Date:** Tuesday, August 01, 2017

**Applicant:** Pineview Partners, LLC, Owner; Randy Shepherd, Owner

**File Number:** UVH 121416

### Property Information

**Approximate Address:** 1682 North 6250 East, Eden, UT 83410

**Project Area:** 14.14 acres

**Zoning:** Agriculture Valley (AV-3) Zone and Shoreline (S-1) Zone

**Existing Land Use:** Residential

**Proposed Land Use:** Residential

**Parcel ID:** 20-104-0004, 20-120-0004

**Township, Range, Section:** T6N, R1E, Section 1 and 2

### Adjacent Land Use

<b>North:</b> Residential	<b>South:</b> Residential
<b>East:</b> Pineview Reservoir	<b>West:</b> Residential

### Staff Information

**Report Presenter:** Steve Burton  
sburton@co.weber.ut.us  
801-399-8766

**Report Reviewer:** RK

## Applicable Ordinances

- Weber County Land Use Code Title 104 (Zones) Chapter 6 (AV-3 Zone)
- Weber County Land Use Code Title 104 (Zones) Chapter 10 (S-1 Zone)
- Weber County Land Use Code Title 106 (Subdivisions)

## Development History

- The application for Hidden Haven Estates Subdivision 2nd Amendment was received by the Weber County Planning Division on December 14, 2016.
- The application for Hidden Haven Estates Subdivision 2nd Amendment received preliminary approval and was recommended for final approval by the Ogden Valley Planning Commission on April 25, 2017.

## Background and Summary

The applicants are requesting final approval of the Hidden Haven Estates 2nd Amendment, consisting of 3 lots and an extended private street. The purpose of the amendment is to create an additional lot by taking acreage from the original Lot 4 of Hidden Haven Estates Subdivision, and the original Lot 12 of Hidden Haven Estates Subdivision Lot 3, 1st Amendment. The existing 50 foot private street will extend into a cul-de-sac to provide adequate frontage to each lot. The proposed amendment is not considered a "small subdivision" because a street will be extended. As such, the final plat must be considered by the County Commissioners.

The proposed subdivision and lot configuration are in conformance with the applicable zoning and subdivision requirements as required in the Uniform Land Use Code of Weber County (LUC). The following is a brief synopsis of the review criteria and conformance with the LUC.

## Analysis

General Plan: The General Plan for Ogden Valley is intended to preserve private property rights while also preserving the rural characteristics of the Valley. This request is in conformance with the Ogden Valley General Plan.

Zoning: The subject property is located in the Agricultural Valley (AV-3) Zone and the Shoreline (S-1) Zone.

Lot area, frontage/width and yard regulations: In the LUC §104-6-6, the AV-3 zone requires a minimum lot area of 3 acres and a minimum lot width of 150'. In the LUC §104-10-4, the S-1 zone requires a minimum lot area of 5 acres and a minimum lot width of 300'. The portion of all 3 lots that fronts 6250 E is located within the AV-3 Zone and maintains the minimum lot width of 150'. Lots 13 and 14 of the proposed amendment are partially located in the S-1 zone and maintain the minimum lot size of 5 acres. All of Lot 15 of the proposed amendment is located within the AV-3 Zone and is 4.03 acres, maintaining the minimum lot size of 3 acres.

LUC § 104-1-4 outlines area requirements for parcels split by zone boundaries.

*The more restrictive zone is the zone which has the larger area requirement.*

*(1) Where a parcel that is split by a zone boundary contains at least two-thirds of the area required for a lot in the more restrictive zone, the area from the less restrictive zone can be used to meet the total area requirement for the more restrictive zone.*

*(2) Where a parcel that is split by a zone boundary contains less than two-thirds of the area required for a lot in the more restrictive zone, the home must be built in the less restrictive zone. The parcel area in the more restrictive zone can be used to meet area requirements in the less restrictive zone.*

Culinary water and sanitary sewage disposal: Feasibility letters have been provided for the culinary water and the sanitary sewer for the new lot, Lot 13. The culinary water will be provided by Eden Water Works Company. The sanitary sewage disposal will be an individual waste water treatment system. All review agency requirements must be addressed and completed prior to this subdivision being recorded.

Review Agencies: To date, the proposed subdivision has been approved by the Engineering Division, Weber Fire District, and the Surveyor's Office. The applicant will need to submit a revised plat with all agencies conditions met prior to recording the final Mylar.

Additional Design Standards: The proposed extended private street meets the minimum width requirement of 50 feet and the cul-de-sac turnaround requirement as outlined in LUC §106-2-2(c) and (d). The proposed amended subdivision will need to meet any additional review agency standards and requirements. A Subdivision Improvement Agreement and Financial Guarantee are part of the request for approval and will need to be recorded along with the final Mylar to ensure the required improvements are installed to County standards (see Exhibit B).

Tax Clearance: There are no outstanding tax payments related to these parcels.

## Staff Recommendations

Staff recommends final approval of the Hidden Haven Estates 2nd Amendment, consisting of 3 lots and an extended private street along with the Subdivision Improvement Agreement and Financial Guarantee. This recommendation is subject to all review agency requirements and based on the following conditions:

1. The Subdivision Improvement Agreement and financial guarantee will be recorded with the final Mylar as outlined in LUC §106-4-3.

This recommendation is based on the following findings:

1. The proposed subdivision conforms to the Ogden Valley General Plan.
2. With the recommended conditions, the proposed subdivision complies with applicable county ordinances.

## Exhibits

- A. Plat Map
- B. Subdivision Improvement Agreement with Financial Guarantee

# Area Map 1





HIDDEN HAVEN ESTATES SUBDIVISION 2nd AMENDMENT

Amending Lot 4, Hidden Haven Estates Subdivision and Lot 12, Hidden Haven Estates Subdivision Lot 3 1st Amendment A Part of the Northwest Quarter of Section 1 and the Northeast Quarter of Section 2, Township 6 North, Range 1 East, Salt Lake Base and Meridian, Weber County, Utah March 2017

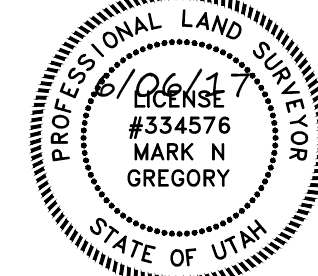
CURVE TABLE with columns: CURVE, RADIUS, LENGTH, DELTA, BEARING, CHORD, TANGENT. Lists curves C1 through C15 with their respective measurements.

LINE TABLE with columns: LINE, BEARING, LENGTH. Lists lines L1 through L9 with their respective bearings and lengths.

WEBER/MORGAN HEALTH DEPARTMENT PERCOLATION TEST

Date: November 13, 2016
Property Location: 1652 North 5250 East, Eden
Tax I.D. No.: 20-104-0004 (Hidden Haven Estates Subdivision 4A)
Conducted By: Les Vierra

Percolation test results table with columns: INITIAL WATER DEPTH (IN), BEGINNING TIME, FINAL DEPTH TO WATER, ENDING TIME, DISTANCE TO WATER DROPPED (IN), ELAPSED TIME (MIN), PERCOLATION RATE (MIN). Includes data for Test Pit #1 and Test Pit #2.



Date June 6, 2017

Mark N Gregory
P.L.S. No. 334576

OWNERS DEDICATION

Know all men by these presents that the undersigned owners of the tract of land described above, having caused the same to be subdivided into lots and streets to be hereafter known as:

HIDDEN HAVEN ESTATES SUBDIVISION 2ND AMENDMENT

do hereby dedicate and reserve unto themselves, their heirs, their grantees and assigns, a right-of-way to be used in common with all others within said subdivision (and those adjoining subdivisions that may be subdivided by the undersigned owners, their successors, or assigns) on, over and across all those portions or parts of said tract of land designated on said plat as private streets (private rights-of-way) as access to the individual lots, to be maintained by a lot (unit) owners association whose membership consists of said owners, their grantees, successors, or assigns and also grant and dedicate a perpetual right and easement over, upon and under the lands designated hereof as public utility, storm water detention ponds, drainage easements and canal maintenance easement, the same to be used for the installation, maintenance and operation of public utility service lines, storm drainage facilities, irrigation canals or for the perpetual preservation of water channels in their natural state, whichever is applicable as may be authorized by the governing authority, with no buildings or structures being erected within such easements. The undersigned owners acknowledge that they are the only owners who have an interest in the area of the old roadway that is being vacated and realigned as shown.

In witness whereof, I have hereunto set my/our hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Randy S. Shepherd (Owner)

Steffie Shepherd (Owner)

In witness whereof, I have hereunto set my/our hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Pineview Partners LLC (Owner)

Print Name

Title

In witness whereof, I have hereunto set my/our hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Nicole C. Ashton (Owner)

Print Name

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )
COUNTY OF \_\_\_\_\_ )
On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, personally appeared Randy S. Shepherd and Steffie Shepherd, [ ] personally known to me, or [ ] proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Commission Number \_\_\_\_\_
My Commission Expires \_\_\_\_\_
Printed Name \_\_\_\_\_
A Notary Public Commissioned in Utah

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )
COUNTY OF \_\_\_\_\_ )
On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, personally appeared before me, who being by me duly sworn, did acknowledge that he is the \_\_\_\_\_ of Pineview Partners LLC, a Utah limited liability company, and that the foregoing Owner's Dedication regarding Hidden Haven Estates Subdivision 2nd Amendment was signed by him on behalf of said Pineview Partners LLC.

Commission Number \_\_\_\_\_
My Commission Expires \_\_\_\_\_
Printed Name \_\_\_\_\_
A Notary Public Commissioned in Utah

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )
COUNTY OF \_\_\_\_\_ )
On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, personally appeared Nicole C. Ashton, [ ] personally known to me, or [ ] proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Commission Number \_\_\_\_\_
My Commission Expires \_\_\_\_\_
Printed Name \_\_\_\_\_
A Notary Public Commissioned in Utah

WEBER COUNTY RECORDER

State of Utah, County of Weber, recorded and filed at the request of

Entry No. \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

Book \_\_\_\_\_ Page \_\_\_\_\_

Fees \_\_\_\_\_

\_\_\_\_\_

Webster County Recorder

North East Corner Section 2, T. 6 N., R. 1 E., S.L.B.&M. Found Weber County Brass Monument

North West Corner Section 2, T. 6 N., R. 1 E., S.L.B.&M. Found Weber County Brass Monument

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

NARRATIVE
The purpose of this plat is to amend Hidden Haven Estates Subdivision and Hidden Haven Estates Subdivision Lot 3 1st Amendment into the lot configuration shown hereon. The plats of the two subdivisions, the found U.S. Forest Service 3" Aluminum Cap monuments, the rebar w/cap's stamped "REEVE & ASSOCIATES" and the Northeast and North Quarter Corners of Section 2, Township 6 North, Range 1 East, Salt Lake Base and Meridian are used to control the location of said subdivisions.

BASIS OF BEARING
The basis of bearing for this plat is the Utah State Plane Coordinate System NAD83 North Zone North 89°09'29" West along the north line of Section 2, Township 6 North, Range 1 East, Salt Lake Base and Meridian as shown hereon.

PREPARED BY:



Table with columns for OWNER, WEBER COUNTY PLANNING COMMISSION, WEBER-MORGAN HEALTH DEPARTMENT, WEBER COUNTY ENGINEER, WEBER COUNTY ATTORNEY, WEBER COUNTY SURVEYOR, and WEBER COUNTY COMMISSION ACCEPTANCE. Includes signatures and dates for each party.



**DRAFT COPY**

**WEBER COUNTY**  
**SUBDIVISION IMPROVEMENT**  
**AGREEMENT**

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

RECITALS

WHEREAS, the Developer seeks permission to subdivide property within the unincorporated area of Weber County, to be known as Hidden Haven Estates Subdivision 2nd Amendment (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 \$44,221.65.
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)  
(Address)

Pineview Partners, LLC  
6164 South Old Orchard Lane  
Salt Lake City, UT 84121


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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 30<sup>th</sup> day of JUNE, 2017

  
\_\_\_\_\_  
Developer

INDIVIDUAL ACKNOWLEDGEMENT

State of Utah     )  
                          ss  
County of Weber    )

On the 30<sup>th</sup> day of JUNE A.D. 2017

personally appeared before me

the signer(s) of the within instrument, who duly acknowledged to me that he/she executed the same.



Notary Public

Residing at: Galt Lake, Utah



\*\*\*\*\*

CORPORATE ACKNOWLEDGMENT

State of Utah )  
 )  
 )  
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:

*Courtney P. Erickson*  
Weber County Attorney

\*\*\*\*\*

\_\_\_\_\_  
Chairperson, Weber County Commission

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Weber County Clerk



EXHIBIT A: PROPERTY DESCRIPTION TO BE SUBDIVIDED

ALL OF HIDDEN HAVEN ESTATES SUBDIVISION 2ND AMENDMENT, AS RECORDED WITH THE  
WEBER COUNTY RECORDER'S OFFICE

EXHIBIT B: REQUIRED ON & OFF SITE SUBDIVISION IMPROVEMENTS

See Exhibit B

EXHIBIT C: FINANCIAL GUARANTEE

See Exhibit C

Exhibit B

Hidden Haven Amended Plat  
Engineers Cost Estimate for Cul-de-sac  
June 9,2017

No	Item	Quantity	Amount Unit	Cost Unit	Total
1	Mobilization	1	Ea	\$1,500.00	\$1,500.00
2	Remove Existing Asphalt	3958	Sq. Ft.	\$0.75	\$2,968.50
3	Remove Center Planter	1	Ea	\$1,500.00	\$1,500.00
4	3" Asphalt	5900	Sq. Ft.	\$1.25	\$7,375.00
5	6" Untreated Road Base	5900	Sq. Ft.	\$0.75	\$4,425.00
6	8" 3-Inch Minus Bank Run	5900	Sq. Ft.	\$0.55	\$3,245.00
7	Chip Seal	5900	Sq. Ft.	\$1.25	\$7,375.00
8	Relocate Power In Planter	1	Ea	\$2,500.00	\$2,500.00
9	New Concrete 6" Curb Wall	60	Ft	\$24.00	\$1,440.00
10	Land Scape Old Asphalt with sod/add on Sprinklers	3958	Sq. Ft.	\$1.50	\$5,937.00
11	Plant New Planter w/Removal Material	1	Ea	\$750.00	\$750.00
12	Gravel Shoulder	1930	Sq. Ft.	\$0.40	\$772.00
13	Remove Existing Fence	138	LF	\$3.00	\$414.00
				Sub Total	\$40,201.50
				Contingency 10%	\$4,020.15
				Total	\$44,221.65

## 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 \$ 44,221.65 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 HIDDEN HAVEN ESTATES SUBDIVISION 2ND AMENDMENT, AS RECORDED WITH THE  
WEBER COUNTY RECORDER'S OFFICE

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.



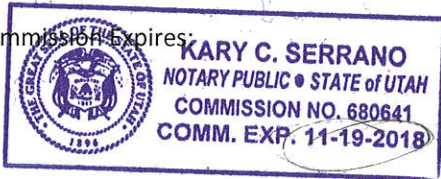
Dated this 5th day of JULY, 2017.

JARED ANDERSEN  
Escrow Agent  
[Signature]  
Signature  
WEBER COUNTY ENGINEER  
Title

State Of Utah )  
County Of Weber )  
SS:

On the 5th day of JULY, 2017 personally appeared before me Jared Andersen and \_\_\_\_\_ the signers of the within instrument and who duly acknowledged to me that they executed the same.

My Commission Expires:



Kary C. Serrano  
Notary Public

Approved as to form:

Courtney P. Erickson  
Weber County Attorney

7-25-17  
Date

Approved:

\_\_\_\_\_  
Chairperson, Weber County Commission

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Weber County Clerk

\_\_\_\_\_  
Date

**Weber County Corporation**

Weber County  
2380 Washington Blvd  
Ogden UT 84401

Customer Receipt	
Receipt Number	47120

Receipt Date
06/16/17

Received From:  
Pineview Partners LL

Time: 09:13  
Clerk: amartin

Description	Comment	Amount
Hidden Haven Es	Hidden Haven Escrow	\$44,221.65

Payment Type	Quantity	Ref	Amount
CHECK		190	

AMT TENDERED: \$44,221.65  
AMT APPLIED: \$44,221.65  
CHANGE: \$0.00