



# Staff Report to the Weber County Commission

Weber County Planning Division

## Synopsis

### Application Information

**Application Request:** Consideration and action for final approval of the plat amendment of the Village Nests East at Powder Mountain PRUD previously platted as Village Nests at Powder Mountain, A Condominium Plat. The proposed amendment includes the vacation of a 10' PUE that will be relocated in the private right of way known as Daybreak Ridge, a 10' drainage easement, an access/grading easement recorded as entry# 2774940 and a water/sewer line easement recorded as entry# 2672955. This request includes approval of a subdivision improvement agreement and a financial guarantee.

**Type of Decision:** Administrative

**Agenda Date:** Tuesday, July 18, 2017

**Applicant:** Summit Mountain Holding Group, LLC

**File Number:** UVV050417

### Property Information

**Approximate Address:** 5741 N Daybreak Ridge

**Project Area:** 2.059 acres

**Zoning:** Ogden Valley Destination and Recreation Resort Zone DRR-1

**Existing Land Use:** PRUD

**Proposed Land Use:** PRUD

**Parcel ID:** 23-139-0001 through 23-139-0021

**Township, Range, Section:** T7N, R2E, Sections 8

### Adjacent Land Use

|   |   |
|---|---|
| <b>North:</b> Ski Resort/Resort Development | <b>South:</b> Ski Resort/Resort Development |
| <b>East:</b> Ski Resort/Resort Development  | <b>West:</b> Ski Resort/Resort Development  |

### Staff Information

**Report Presenter:** Ronda Kippen  
[rkippen@co.weber.ut.us](mailto:rkippen@co.weber.ut.us)  
 801-399-8768

**Report Reviewer:** SM

## Applicable Ordinances

- Title 101, Chapter 1 General Provisions, Section 7, Definitions
- Title 104, Chapter 29 Ogden Valley Destination and Recreation Resort Zone (DRR-1)
- Title 104, Zones, Chapter 28 Ogden Valley Sensitive Lands Overlay Districts
- Title 106, Subdivisions, Chapter 1-8 as applicable
- Title 108, Standards, Chapter 8 Parking and Loading Space, Vehicle Traffic and Access Regulations
- Title 108, Standards, Chapter 22 Natural Hazards Area

## Development History

- Summit Eden Village Nests Condominiums Subdivision (part of the Summit Eden Phase 1D Subdivision identified as "Development Parcel D") received preliminary subdivision approval in conjunction with the County Commission's approval of the Summit at Powder Mountain PRUD on April 9, 2013 with a subsequent amendment on July 9, 2014
- Summit Eden Village Nests Condominiums Subdivision was heard and received a positive recommendation for final plat approval by the Ogden Valley Planning Commission on October 22, 2013
- Summit Eden Village Nests Condominiums Subdivision received approval by the Weber County Commission on January 21, 2014
- A time extension was granted by the Weber County Planning Director on October 16, 2014
- Summit Eden Village Nests Condominiums expired on October 17, 2015 and was resubmitted for review and approval on December 29, 2015. The subdivision was renamed "Village Nests at Powder Mountain, A Condominium Plat"

- The Ogden Valley Planning Commission forwarded a unanimous positive recommendation for final plat approval of Village Nests at Powder Mountain, A Condominium Plat on January 5, 2016
- The Village Nests at Powder Mountain, A Condominium Plat received final plat approval from the County Commission on February 2, 2016
- Village Nests at Powder Mountain, A Condominium Plat was recorded on February 5, 2016
- Summit at Powder Mountain Phase 1 PRUD Amendment 2, which reduced the overall PRUD area to the Summit Eden Ridge Nests PRUD, Village Nests at Powder Mountain, Horizon Neighborhood at Powder Mountain and Spring Park at Powder Mountain received a positive recommendation from the Ogden Valley Planning Commission on July 5, 2016 and was approved by the County Commission on Tuesday, July 19, 2016
- The Ogden Valley Planning Commission forwarded a unanimous positive recommendation for final plat approval of the Village Nests East at Powder Mountain-PRUD after receiving public input during the meeting on May 23, 2017.

## Summary and Background

The Ogden Valley Planning Commission recommends final approval of the Village Nests East at Powder Mountain PRUD subdivision plat. The proposed development is in the DRR-1 zone and will consist of 20 nest units (see Exhibit A). Village Nests East at Powder Mountain PRUD will vacate and replace the previously platted Village Nests at Powder Mountain, A Condominium Plat which included 20 nest units and two parking garages (see Exhibit B). The plat amendment reconfigures the location of the individual nest units, adds “limited common area” around each individual nest unit, vacates a 10’ PUE that will be relocated in the private right of way known as Daybreak Ridge, a 10’ drainage easement, an access and grading easement recorded as entry# 2774940 and a water and sewer line easement recorded as entry# 2672955. The common and limited common areas will be dedicated as a public utility easement. The overall development area is approximately 2.059 acres and 1.056 acres (51%) will be preserved as dedicated common area. Due to the previous platting of this area, Village Nests East at Powder Mountain PRUD has been processed as a plat amendment and is being forwarded for final subdivision approval. This request includes approval of a subdivision improvement agreement and a financial guarantee (see Exhibit E).

The Uniform Land Use Code of Weber County (LUC) §101-1-7 identifies subdivision amendments as a “Small Subdivision” that can be administratively approved by the Planning Director as long as the amendment consists of five or fewer lots. The proposed amendment exceeds the lots that can be administratively approved, therefore the plat amendment must be considered and approved by the County Commission after receiving a recommendation from the Planning Commission per the approval process outlined in LUC §106-1-8. The proposed subdivision amendment and lot configuration is in conformance with the current zoning, the previously approved PRUD (CUP 2016-13, CU INDX50-2016) and the Zoning Development Agreement Conceptual Land Use Plan (see Exhibit C) 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 Ogden Valley Destination and Recreation Resort Zone more particularly described as the DRR-1 zone. The purpose and intent of the DRR-1 zone is identified in the LUC §104-29-1 as:

*“The purpose of this chapter is to provide flexible development standards to resorts that are dedicated to preserving open space and creating extraordinary recreational resort experiences while promoting the goals and objectives of the Ogden Valley general plan. It is intended to benefit the residents of the county and the resorts through its ability to preserve the valley’s rural character, by utilizing a mechanism that allows landowners to voluntarily transfer development rights to areas that are more suitable for growth when compared to sensitive land areas such as wildlife habitats, hazardous hillsides or prime agricultural parcels. Resorts that lie within an approved destination and recreation resort zone shall, by and large, enhance and diversify quality public recreational opportunities, contribute to the surrounding community’s well-being and overall, instill a sense of stewardship for the land.”*

Lot area, frontage/width and yard regulations: The DRR-1 Zone does not have a minimum lot area or a minimum lot width requirement per LUC §104-29-2(h) for a single family residential dwelling. The PRUD has been designed for individual ownership of the nest units. The following development standards are applicable for a standard single family building permit:

- Front yard setback: 0 feet
- Side yard setback: 5 feet
- Rear yard setback: 10 feet

- Average building height: 35 feet

Units 1 through 8 and unit 15 will be 1,530 square feet. Units 9 through 14 and units 16 through 20 will be 900 square feet (see Exhibit A & D). The plat identifies both common area throughout the development and limited common area surrounding each individual lot. The owners of the individual lots will be responsible for the maintenance, upkeep and repair of improvements in the limited common area appurtenant to the owner's lot. The use of the limited common area is more specifically set forth in the "Neighborhood Declaration".

The applicant, as a courtesy, has provided conceptual renderings and building layouts for the proposed development (see Exhibit D). The proposed lot configurations meet the area and width standards in the DRR-1 Zone. The proposal is in conformance with previous approvals and updates to the PRUD and the Zoning Development Agreement.

Natural Hazards Area: The proposed subdivision is located in a Zone "D" as determined by FEMA to be an area of undetermined flood hazards. Areas designated as Zone "D" are typically areas in which no analysis of flood hazards has been conducted.

The proposed Village Nests East at Powder Mountain PRUD is located within a potential geologic hazardous area per the UGS published Ogden 30 x 60 Quadrangle map. The applicant has undergone an extensive geologic investigation and has provided the County with a final geologic and geotechnical report performed by IGES (project# No. 01628-015 dated December 1, 2016). Based upon the data collected and reviewed as part of this assessment, IGES made the following conclusions regarding the Village Nests East project area:

- The Village Nests project area does not appear to have major geological hazards that would adversely affect the development as currently proposed.
- Earthquake ground shaking is the only hazard that may potentially affect all parts of the project area and is considered to pose moderate risk, while other hazards have the potential to affect only limited portions of the project area, or pose minimal risk.
- Despite the fact that groundwater was not encountered in the subsurface investigations, evidence of shallow groundwater conditions were observed near the property; as such, shallow groundwater hazards are considered moderate for the property, though the easternmost proposed structures will be most susceptible to the shallow groundwater hazard (if at all).
- Landslide, rockfall, surface-fault-rupture, liquefaction, debris-flow, and flooding hazards are considered to be low for the property.

The applicant has included a note providing notice that the final geologic and geotechnical reports are on file with Weber County Planning Division. All site development will need to adhere to the recommendations of any reports and a "Natural Hazards Disclosure" document will be required to be recorded prior to receiving final occupancy of the dwelling unit to provide adequate notice of any geotechnical and geological recommendations to future property owners. A condition of approval has been added to the recommendation to ensure that the all the recommendations outlined in the geologic and geotechnical report are adhered to during the development of the Village Nests East at Powder Mountain PRUD.

Additional design standards and requirements: The applicant is requesting a reduction in the parking requirements for the Village Nests East at Powder Mountain PRUD subdivision. The proposal is to provide 18 parking spaces for the 20 nest units. The parking standards in the LUC §108-8-2 require a minimum of two parking spaces for single family residents; however, the required number of parking spaces may be adjusted by the planning commission if it's determined that "unusual or unique circumstances or conditions relating to the operational characteristics of the use exist in a manner or to such a degree that such adjustment is equitable and warranted" per LUC §108-8-5. The current proposal is for units 1 through 8 and unit 15 to have one parking space as part of the individual nest unit (see Exhibit D). Three parking garages are being proposed to provide three parking spaces per garage for the owners of units 9 through 14 and units 16 through 20 (see Exhibit A). The garages will provide an overall of nine parking spaces. Note #19 on the subdivision plat identifies units 12 and 14 as not having a dedicated parking space.

Summit Mountain Holding Group, LLC (SMHG) has an ongoing goal to reduce the reliance of the personal automobile, and encourage travel in a more efficient and environmentally friendly manner thereby greatly reducing the impacts on existing and proposed infrastructure. Currently, SMHG is working on a parking plan for the entire Summit at Powder Mountain development on a neighborhood by neighborhood basis for planning purposes. The parking plan will be presented to Weber County for approval in the near future. SMHG is requesting that the parking standards for

the Village Nest East at Powder Mountain PRUD be reduced from two parking spaces per unit to 0.9 parking spaces per unit.

SMHG already has taken steps to reduce the amount of vehicles that travel to and from the resort by teaming up with UTA transit services with pick up locations in Ogden (the Rainbow Gardens Park-n-Ride Lot) and Eden (Eden Valley Market Park-n-ride) as well as encouraging the guests of the resort to utilize the airport rideshare programs to arrive and depart from the Summit at Powder Mountain Resort. As the development continues to grow, guests will be able to attain the desired services and tangibles necessary without needing to leave the resort. The Summit at Powder Mountain development has been designed to be a pedestrian friendly village by implementing ski in/ski out homes, designated bike paths and a bike share program. The resort has been designed to provide amenities at the core of each village. SMHG has also committed to providing an internal shuttle system between the resort development areas which will enable overnight guests and daily users to access the ski areas and other onsite amenities without using their own vehicles. Based on the current proposal, the planning commission supports the reduction in the number of required vehicles per dwelling unit and does not feel that it will create a nuisance nor be detrimental to the area in general. If the County Commission feels that the garages need to be increased in size to allow for two parking spaces per nest, a condition of approval will need to be added. A condition of approval has been added to the recommendations to include a note on the subdivision plat identifying the parking reduction for Village Nests East at Powder Mountain PRUD.

The infrastructure has been installed throughout the Summit at Powder Mountain Phase 1 PRUD. There may be additional site preparation in conjunction with each approved building permit. The proposed subdivision does not require the realignment of or the creation of a new street system. With the exception of the recommended conditions identified in this staff report additional standards and requirements are unnecessary at this time. The applicant has provided a cash escrow, held by Weber County, for the applicable improvements within the previously approved subdivision. If it is deemed necessary that additional funds be allocated for the required improvements, the applicant will deposit with the County the addition funds to ensure that the existing subdivision improvement escrow is sufficient.

Culinary water and sanitary sewage disposal: Culinary and sewer services are provided by Powder Mountain Water and Sewer Improvement District. The original PRUD approval included a “Will Serve” letter for 154 connections and the proposed development will utilize the last of the 154 connections that have been allotted to the development. The State of Utah Division of Drinking Water has recently given final approval of the capacity, mitigation measures and expansion of the Powder Mountain Water and Sewer Improvement District. A letter and connect fee from Powder Mountain Water and Sewer District will be required to be submitted with the building permit application.

Review Agencies: To date, the Weber County Engineering Division, Weber County Surveyor’s Office and the Weber Fire District have not reviewed the application. A condition of approval has been included to ensure that all applicable review agencies requirements will be met prior to recording the final Mylar.

Public Notice: The required noticing for the final subdivision plat approval has been mailed to all property owners of record within 500 feet of the subject property regarding the proposed plat amendment per noticing requirements outlined in LUC §106-1-6(c).

## Planning Commission Recommendation

The Ogden Valley Planning Commission recommends final approval for the plat amendment of the Village Nests East at Powder Mountain PRUD previously platted as Village Nests at Powder Mountain, A Condominium Plat including the vacation of a 10’ PUE that will be relocated in the private right of way known as Daybreak Ridge, a 10’ drainage easement, an access/grading easement recorded as entry# 2774940 and a water/sewer line easement recorded as entry# 2672955. This recommendation for approval is subject to all review agency requirements and based on the following conditions:

1. All the recommendations outlined in the geologic and geotechnical report are adhered to during the development of the Village Nests East at Powder Mountain PRUD
2. The required Natural Hazards Disclosure will be recorded with the final Mylar to notify future property owners that the required reports are on record with the Weber County Planning Division.
3. A note is added to the subdivision plat identifying the parking reduction for Village Nests East at Powder Mountain PRUD.

This recommendation is based on the following findings:

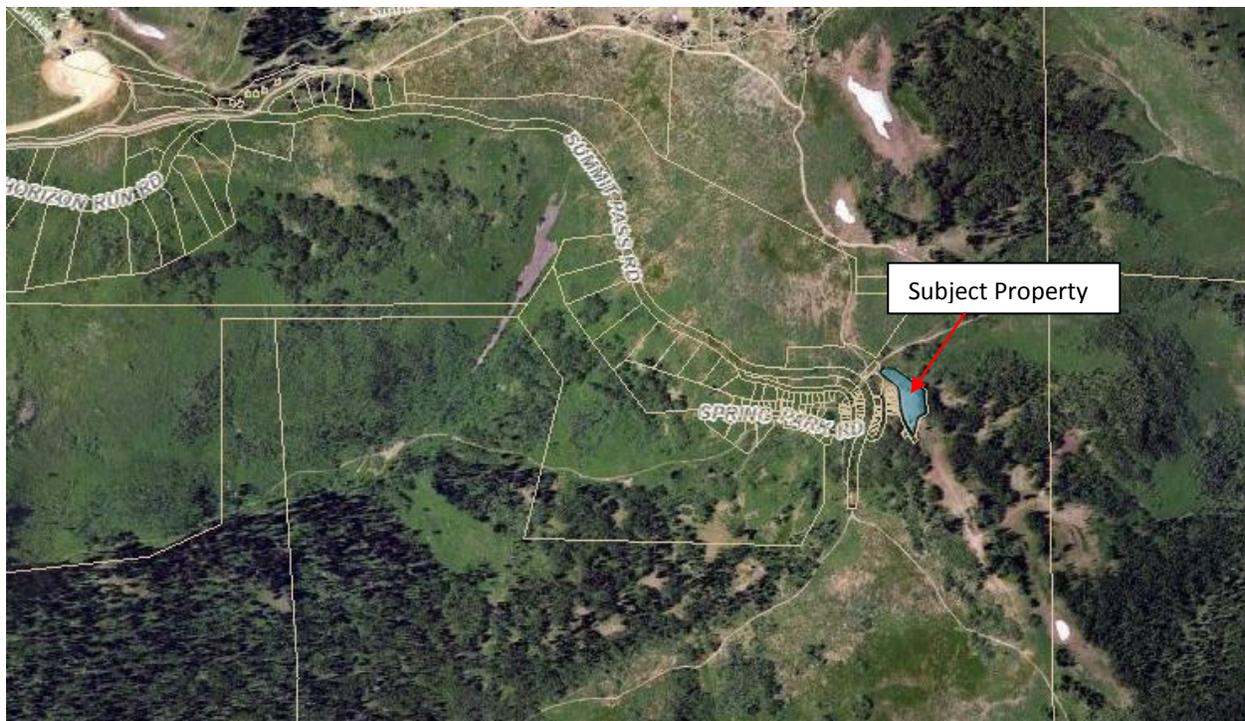
1. The proposed subdivision conforms to the Ogden Valley General Plan.
2. With the recommended conditions, the proposed subdivision complies with all previous approvals and the applicable County ordinances.

3. The proposed subdivision will not be detrimental to the public health, safety, or welfare.
4. The proposed subdivision will not deteriorate the environment of the general area so as to negatively impact surrounding properties and uses

## Exhibits

- A. Village Nests East at Powder Mountain PRUD
- B. Village Nests at Powder Mountain, A Condominium Plat
- C. Zoning Development Agreement Conceptual Land Use Plan
- D. Architectural renderings for the Village Nests East at Powder Mountain PRUD
- E. Subdivision Improvement Agreement and Financial Guarantee

## Location Map 1

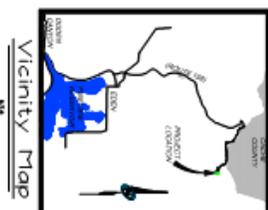


**PLAT NOTES:**

1. THE PROPERTY IS PART OF THE VILLAGE NESTS EAST AT POWDER MOUNTAIN PRUD, A COMMUNITY DEVELOPMENT PROJECT OF THE STATE OF UTAH, SALT LAKE COUNTY, UTAH, AND IS BEING OFFERED FOR SALE BY THE STATE OF UTAH, SALT LAKE COUNTY, UTAH, THROUGH THE UTAH STATE LAND OFFICE, SALT LAKE COUNTY, UTAH.
2. THE PROPERTY IS BEING OFFERED FOR SALE AS A PART OF THE VILLAGE NESTS EAST AT POWDER MOUNTAIN PRUD, A COMMUNITY DEVELOPMENT PROJECT OF THE STATE OF UTAH, SALT LAKE COUNTY, UTAH, AND IS BEING OFFERED FOR SALE BY THE STATE OF UTAH, SALT LAKE COUNTY, UTAH, THROUGH THE UTAH STATE LAND OFFICE, SALT LAKE COUNTY, UTAH.
3. THE PROPERTY IS BEING OFFERED FOR SALE AS A PART OF THE VILLAGE NESTS EAST AT POWDER MOUNTAIN PRUD, A COMMUNITY DEVELOPMENT PROJECT OF THE STATE OF UTAH, SALT LAKE COUNTY, UTAH, AND IS BEING OFFERED FOR SALE BY THE STATE OF UTAH, SALT LAKE COUNTY, UTAH, THROUGH THE UTAH STATE LAND OFFICE, SALT LAKE COUNTY, UTAH.
4. THE PROPERTY IS BEING OFFERED FOR SALE AS A PART OF THE VILLAGE NESTS EAST AT POWDER MOUNTAIN PRUD, A COMMUNITY DEVELOPMENT PROJECT OF THE STATE OF UTAH, SALT LAKE COUNTY, UTAH, AND IS BEING OFFERED FOR SALE BY THE STATE OF UTAH, SALT LAKE COUNTY, UTAH, THROUGH THE UTAH STATE LAND OFFICE, SALT LAKE COUNTY, UTAH.
5. THE PROPERTY IS BEING OFFERED FOR SALE AS A PART OF THE VILLAGE NESTS EAST AT POWDER MOUNTAIN PRUD, A COMMUNITY DEVELOPMENT PROJECT OF THE STATE OF UTAH, SALT LAKE COUNTY, UTAH, AND IS BEING OFFERED FOR SALE BY THE STATE OF UTAH, SALT LAKE COUNTY, UTAH, THROUGH THE UTAH STATE LAND OFFICE, SALT LAKE COUNTY, UTAH.
6. THE PROPERTY IS BEING OFFERED FOR SALE AS A PART OF THE VILLAGE NESTS EAST AT POWDER MOUNTAIN PRUD, A COMMUNITY DEVELOPMENT PROJECT OF THE STATE OF UTAH, SALT LAKE COUNTY, UTAH, AND IS BEING OFFERED FOR SALE BY THE STATE OF UTAH, SALT LAKE COUNTY, UTAH, THROUGH THE UTAH STATE LAND OFFICE, SALT LAKE COUNTY, UTAH.
7. THE PROPERTY IS BEING OFFERED FOR SALE AS A PART OF THE VILLAGE NESTS EAST AT POWDER MOUNTAIN PRUD, A COMMUNITY DEVELOPMENT PROJECT OF THE STATE OF UTAH, SALT LAKE COUNTY, UTAH, AND IS BEING OFFERED FOR SALE BY THE STATE OF UTAH, SALT LAKE COUNTY, UTAH, THROUGH THE UTAH STATE LAND OFFICE, SALT LAKE COUNTY, UTAH.
8. THE PROPERTY IS BEING OFFERED FOR SALE AS A PART OF THE VILLAGE NESTS EAST AT POWDER MOUNTAIN PRUD, A COMMUNITY DEVELOPMENT PROJECT OF THE STATE OF UTAH, SALT LAKE COUNTY, UTAH, AND IS BEING OFFERED FOR SALE BY THE STATE OF UTAH, SALT LAKE COUNTY, UTAH, THROUGH THE UTAH STATE LAND OFFICE, SALT LAKE COUNTY, UTAH.
9. THE PROPERTY IS BEING OFFERED FOR SALE AS A PART OF THE VILLAGE NESTS EAST AT POWDER MOUNTAIN PRUD, A COMMUNITY DEVELOPMENT PROJECT OF THE STATE OF UTAH, SALT LAKE COUNTY, UTAH, AND IS BEING OFFERED FOR SALE BY THE STATE OF UTAH, SALT LAKE COUNTY, UTAH, THROUGH THE UTAH STATE LAND OFFICE, SALT LAKE COUNTY, UTAH.
10. THE PROPERTY IS BEING OFFERED FOR SALE AS A PART OF THE VILLAGE NESTS EAST AT POWDER MOUNTAIN PRUD, A COMMUNITY DEVELOPMENT PROJECT OF THE STATE OF UTAH, SALT LAKE COUNTY, UTAH, AND IS BEING OFFERED FOR SALE BY THE STATE OF UTAH, SALT LAKE COUNTY, UTAH, THROUGH THE UTAH STATE LAND OFFICE, SALT LAKE COUNTY, UTAH.

**VILLAGE NESTS EAST AT POWDER MOUNTAIN-PRUD**

VACATING AND REPLACING VILLAGE NESTS AT  
POWDER MOUNTAIN CONDOMINIUMS  
LOCATED AT THE NORTHEAST QUARTER OF SECTION 9,  
TOWNSHIP 7 NORTH, RANGE 5 EAST,  
SALT LAKE BASIN AND PEBBLEMAN  
JULY 2017



**OWNER'S DECLARATION:**

I, the undersigned, being the owner of the above described premises, do hereby declare that the same are being offered for sale as a part of the Village Nests East at Powder Mountain PRUD, a community development project of the State of Utah, Salt Lake County, Utah, and that the same are being offered for sale by the State of Utah, Salt Lake County, Utah, through the Utah State Land Office, Salt Lake County, Utah.

**ACKNOWLEDGMENT:**

I, the undersigned, being the owner of the above described premises, do hereby acknowledge that the same are being offered for sale as a part of the Village Nests East at Powder Mountain PRUD, a community development project of the State of Utah, Salt Lake County, Utah, and that the same are being offered for sale by the State of Utah, Salt Lake County, Utah, through the Utah State Land Office, Salt Lake County, Utah.

**SURVEYOR'S CERTIFICATE:**

I, the undersigned, being a duly licensed surveyor in the State of Utah, do hereby certify that the above described premises are being offered for sale as a part of the Village Nests East at Powder Mountain PRUD, a community development project of the State of Utah, Salt Lake County, Utah, and that the same are being offered for sale by the State of Utah, Salt Lake County, Utah, through the Utah State Land Office, Salt Lake County, Utah.

**LEGAL DESCRIPTION:**

The above described premises are being offered for sale as a part of the Village Nests East at Powder Mountain PRUD, a community development project of the State of Utah, Salt Lake County, Utah, and that the same are being offered for sale by the State of Utah, Salt Lake County, Utah, through the Utah State Land Office, Salt Lake County, Utah.

**SURVEY NARRATIVE:**

The above described premises are being offered for sale as a part of the Village Nests East at Powder Mountain PRUD, a community development project of the State of Utah, Salt Lake County, Utah, and that the same are being offered for sale by the State of Utah, Salt Lake County, Utah, through the Utah State Land Office, Salt Lake County, Utah.

**LIEN HOLDERS' CONSENT:**

I, the undersigned, being a lien holder of the above described premises, do hereby consent to the sale of the same as a part of the Village Nests East at Powder Mountain PRUD, a community development project of the State of Utah, Salt Lake County, Utah, and that the same are being offered for sale by the State of Utah, Salt Lake County, Utah, through the Utah State Land Office, Salt Lake County, Utah.

Sheet 1 of 2

|  |   |  |  |   |  |  |  |
|--|---|--|--|---|--|--|--|
| <p><b>SHHQ PHASE I LLC</b><br/>3632 N. WOLF CREEK DR<br/>EDEN, UT, 84302</p> | <p><b>OWNER'S DECLARATION:</b></p> <p>I, the undersigned, being the owner of the above described premises, do hereby declare that the same are being offered for sale as a part of the Village Nests East at Powder Mountain PRUD, a community development project of the State of Utah, Salt Lake County, Utah, and that the same are being offered for sale by the State of Utah, Salt Lake County, Utah, through the Utah State Land Office, Salt Lake County, Utah.</p> | <p><b>ACKNOWLEDGMENT:</b></p> <p>I, the undersigned, being the owner of the above described premises, do hereby acknowledge that the same are being offered for sale as a part of the Village Nests East at Powder Mountain PRUD, a community development project of the State of Utah, Salt Lake County, Utah, and that the same are being offered for sale by the State of Utah, Salt Lake County, Utah, through the Utah State Land Office, Salt Lake County, Utah.</p> | <p><b>SURVEYOR'S CERTIFICATE:</b></p> <p>I, the undersigned, being a duly licensed surveyor in the State of Utah, do hereby certify that the above described premises are being offered for sale as a part of the Village Nests East at Powder Mountain PRUD, a community development project of the State of Utah, Salt Lake County, Utah, and that the same are being offered for sale by the State of Utah, Salt Lake County, Utah, through the Utah State Land Office, Salt Lake County, Utah.</p> | <p><b>LEGAL DESCRIPTION:</b></p> <p>The above described premises are being offered for sale as a part of the Village Nests East at Powder Mountain PRUD, a community development project of the State of Utah, Salt Lake County, Utah, and that the same are being offered for sale by the State of Utah, Salt Lake County, Utah, through the Utah State Land Office, Salt Lake County, Utah.</p> | <p><b>SURVEY NARRATIVE:</b></p> <p>The above described premises are being offered for sale as a part of the Village Nests East at Powder Mountain PRUD, a community development project of the State of Utah, Salt Lake County, Utah, and that the same are being offered for sale by the State of Utah, Salt Lake County, Utah, through the Utah State Land Office, Salt Lake County, Utah.</p> | <p><b>LIEN HOLDERS' CONSENT:</b></p> <p>I, the undersigned, being a lien holder of the above described premises, do hereby consent to the sale of the same as a part of the Village Nests East at Powder Mountain PRUD, a community development project of the State of Utah, Salt Lake County, Utah, and that the same are being offered for sale by the State of Utah, Salt Lake County, Utah, through the Utah State Land Office, Salt Lake County, Utah.</p> | <p><b>CONTRACT INFORMATION:</b></p> <p>DATE: _____<br/>TIME: _____</p> |
|--|---|--|--|---|--|--|--|











**Exhibit B-Village Nests at Powder Mountain, A Condominium Plat**

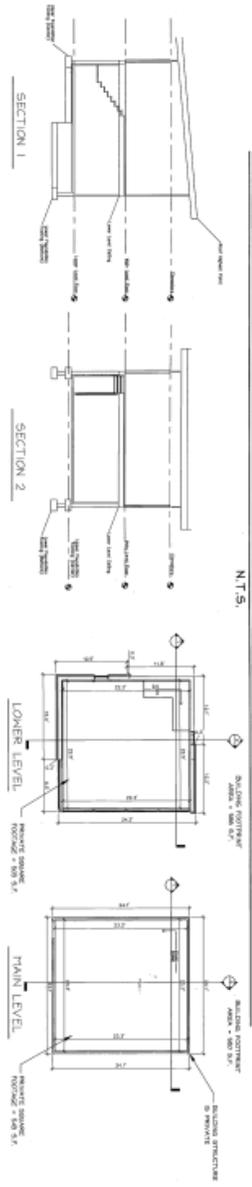
28-8L

VILLAGE NESTS AT POWDER MOUNTAIN  
A CONDOMINIUM PLAT

LOCATED IN THE WESTERLY QUARTER OF SECTION 6,  
TOWNSHIP 10N, RANGE 108W, S. 107  
SALT LAKE BASE AND MERIDIAN  
JANUARY 2014

VILLAGE NEST 2 (VNG)  
UNITS 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 420

N.T.S.



**BUILDING UNIT ELEVATION TABLE**

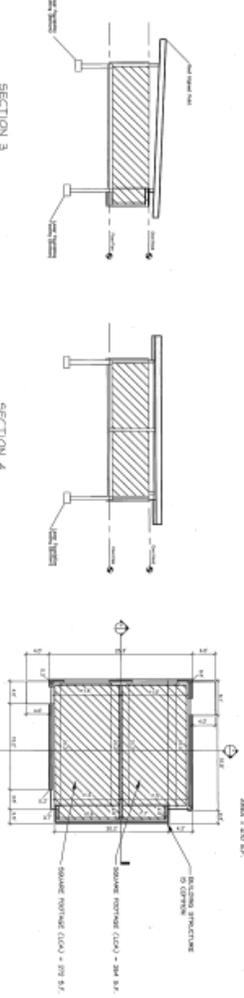
| UNIT | TYPE | FINISH | CEILING | FLOOR | WALL | FOUNDATION | ROOF | EXTERIOR | INTERIOR |
|------|------|--------|---------|-------|------|------------|------|----------|----------|
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| 10   | 1    | 1      | 1       | 1     | 1    | 1          | 1    | 1        | 1        |
| 11   | 1    | 1      | 1       | 1     | 1    | 1          | 1    | 1        | 1        |
| 12   | 1    | 1      | 1       | 1     | 1    | 1          | 1    | 1        | 1        |
| 13   | 1    | 1      | 1       | 1     | 1    | 1          | 1    | 1        | 1        |
| 14   | 1    | 1      | 1       | 1     | 1    | 1          | 1    | 1        | 1        |
| 15   | 1    | 1      | 1       | 1     | 1    | 1          | 1    | 1        | 1        |
| 16   | 1    | 1      | 1       | 1     | 1    | 1          | 1    | 1        | 1        |
| 17   | 1    | 1      | 1       | 1     | 1    | 1          | 1    | 1        | 1        |
| 18   | 1    | 1      | 1       | 1     | 1    | 1          | 1    | 1        | 1        |
| 19   | 1    | 1      | 1       | 1     | 1    | 1          | 1    | 1        | 1        |
| 420  | 1    | 1      | 1       | 1     | 1    | 1          | 1    | 1        | 1        |

**AREA DESIGNATION TABLE**

| PROVIDE SQUARE | UNIT S.F. |
|----------------|-----------|
| LETTER CONTROL | 0 S.F.    |
| SHADE CONTROL  | 0 S.F.    |

VILLAGE NEST GARAGES (VNG)

N.T.S.



**BUILDING UNIT ELEVATION TABLE**

| UNIT | TYPE | FINISH | CEILING | FLOOR | WALL | FOUNDATION | ROOF | EXTERIOR | INTERIOR |
|------|------|--------|---------|-------|------|------------|------|----------|----------|
| 9    | 1    | 1      | 1       | 1     | 1    | 1          | 1    | 1        | 1        |
| 10   | 1    | 1      | 1       | 1     | 1    | 1          | 1    | 1        | 1        |
| 11   | 1    | 1      | 1       | 1     | 1    | 1          | 1    | 1        | 1        |
| 12   | 1    | 1      | 1       | 1     | 1    | 1          | 1    | 1        | 1        |
| 13   | 1    | 1      | 1       | 1     | 1    | 1          | 1    | 1        | 1        |
| 14   | 1    | 1      | 1       | 1     | 1    | 1          | 1    | 1        | 1        |
| 15   | 1    | 1      | 1       | 1     | 1    | 1          | 1    | 1        | 1        |
| 16   | 1    | 1      | 1       | 1     | 1    | 1          | 1    | 1        | 1        |
| 17   | 1    | 1      | 1       | 1     | 1    | 1          | 1    | 1        | 1        |
| 18   | 1    | 1      | 1       | 1     | 1    | 1          | 1    | 1        | 1        |
| 19   | 1    | 1      | 1       | 1     | 1    | 1          | 1    | 1        | 1        |
| 420  | 1    | 1      | 1       | 1     | 1    | 1          | 1    | 1        | 1        |

**BUILDING ELEVATION TABLE**

| PROVIDE SQUARE | UNIT S.F. |
|----------------|-----------|
| LETTER CONTROL | 0 S.F.    |
| SHADE CONTROL  | 0 S.F.    |



Sheet 4 of 4  
**NVS**  
 NOTE VERTICALITY  
 PROJECT: VILLAGE NESTS AT POWDER MOUNTAIN  
 DATE: 1/15/14  
 DRAWN BY: BHH  
 CHECKED BY: BHH  
 DESIGNED BY: BHH  
 LICENSED PROFESSIONAL ENGINEER  
 STATE OF UTAH  
 LICENSE NO. 12345

# Overall Land Use Plan

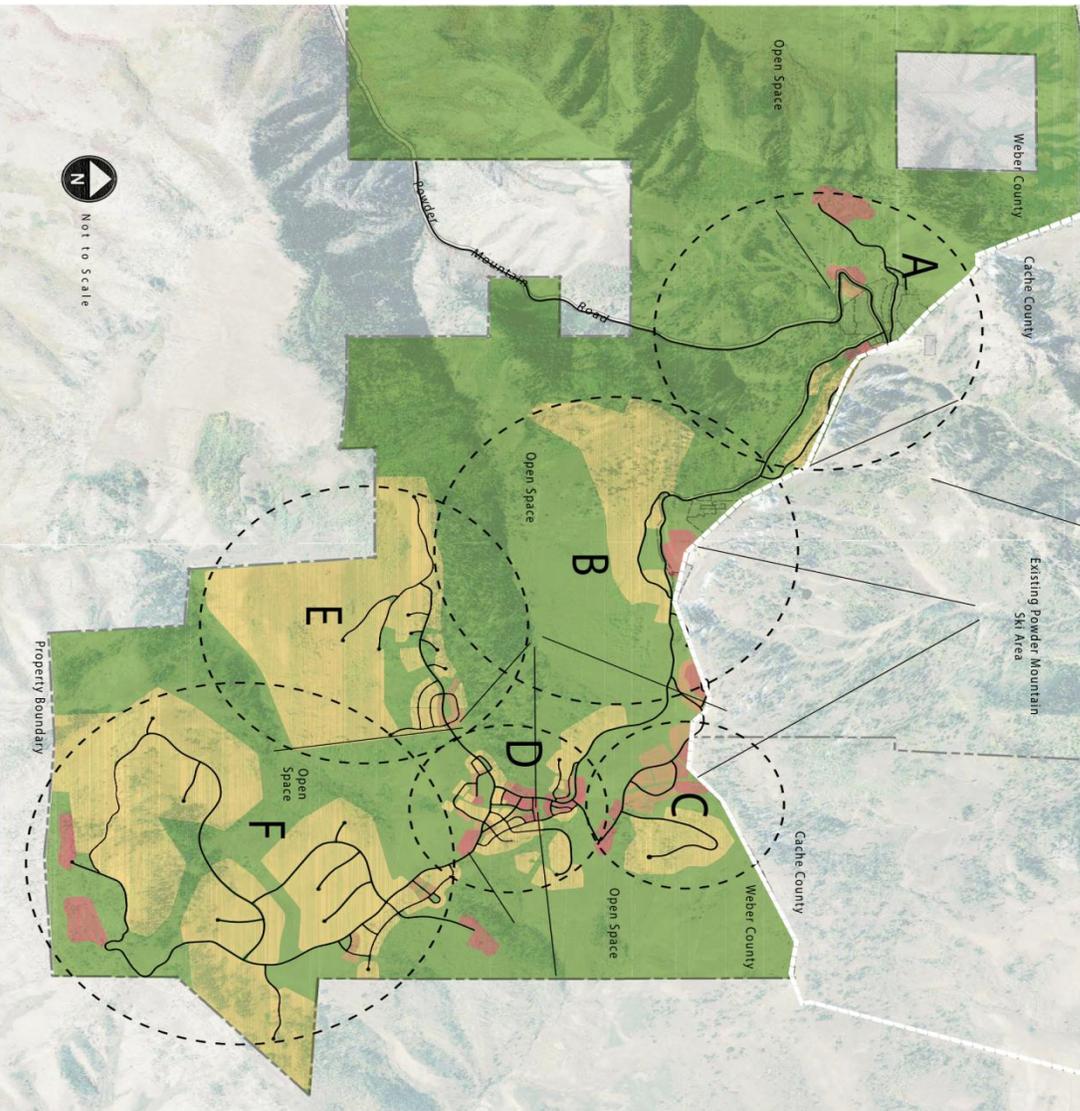
The Overall Land Use Plan depicts general areas for development within the proposed Rezone boundary. These areas indicate general land use areas and roadway circulation proposed.

Each development area identified is represented in greater detail within this Rezoning Application.

- DEVELOPMENT AREAS
- A - Mid-Mountain
  - B - The Ridge
  - C - Earl's Village
  - D - Summit Village
  - E - Gertsen
  - F - The Meadow

| DEVELOPMENT LEGEND   | DEVELOPMENT DATA   |
|--|--------------------|
| <span style="display: inline-block; width: 20px; height: 10px; background-color: #f08080; border: 1px solid black;"></span> MIXED USE                              | 1,218 ROOMS*       |
| <span style="display: inline-block; width: 20px; height: 10px; background-color: #f08080; border: 1px solid black;"></span> HOTELS                                 | 159,000 SF         |
| <span style="display: inline-block; width: 20px; height: 10px; background-color: #f08080; border: 1px solid black;"></span> COMMERCIAL/SKIER SERVICES/CONF. CENTER | 180 ROOMS*         |
| <span style="display: inline-block; width: 20px; height: 10px; background-color: #c08040; border: 1px solid black;"></span> RETREATS                               | 1,256 UNITS        |
| <span style="display: inline-block; width: 20px; height: 10px; background-color: #c08040; border: 1px solid black;"></span> MULTI FAMILY                           |                    |
| <span style="display: inline-block; width: 20px; height: 10px; background-color: #f0e080; border: 1px solid black;"></span> SINGLE FAMILY SINGLE FAMILY LOTS       | 738 UNITS          |
| <span style="display: inline-block; width: 20px; height: 10px; background-color: #f0e080; border: 1px solid black;"></span> NESTS                                  | 340 NESTS          |
| <b>TOTAL UNITS</b>   | <b>2,800 UNITS</b> |

\* HOTEL AND RETREAT ROOMS EQUAL .33 UNITS EACH FOR DENSITY CALCULATIONS



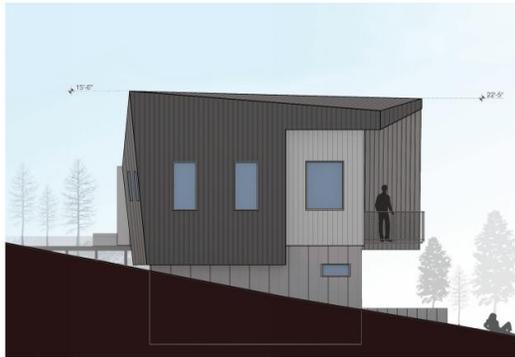
POWDER MOUNTAIN

Weber County Rezoning Application: DR1 19

**Exhibit D-Architectural Renderings for the Village Nests East at Powder Mountain PRUD**



2



1



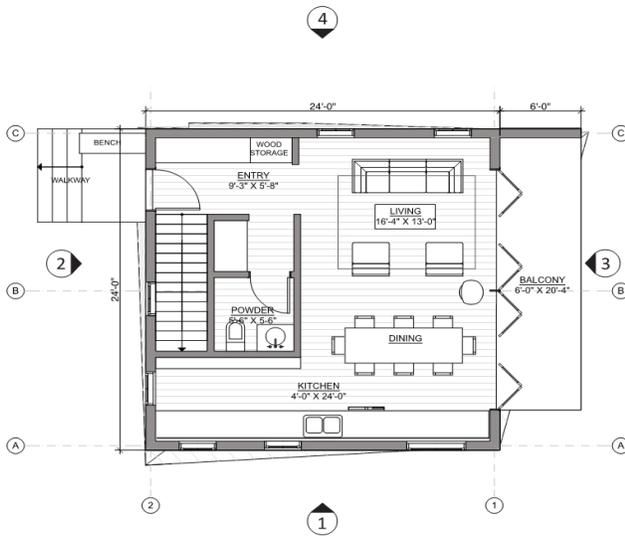
3



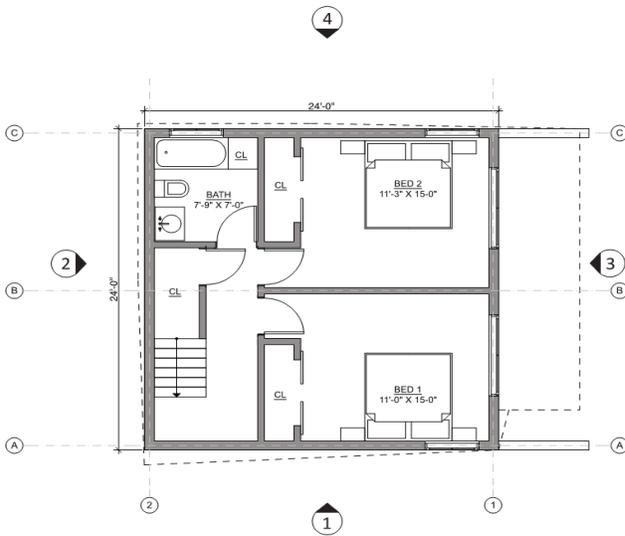
4

1/28/2017  
huum Architects  
www.huum.com  
310 399 5757 Los Angeles

**Village Nests** NESTS 10-20  
Elevations  
1/8" = 1'



**Upper Floor**  
576 square feet  
3/16" = 1'

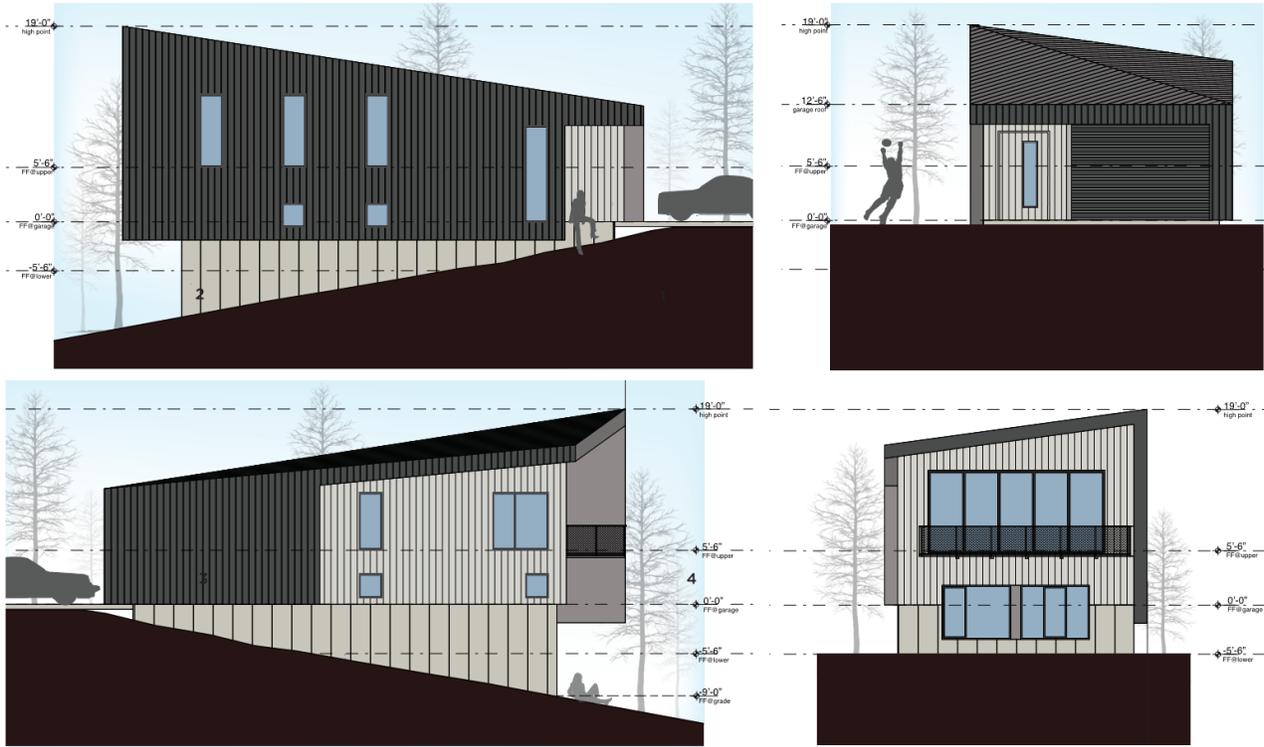


**Lower Floor**  
576 square feet  
3/16" = 1'

1/28/2017  
huum Architects  
www.huum.com  
310 399 5757 Los Angeles

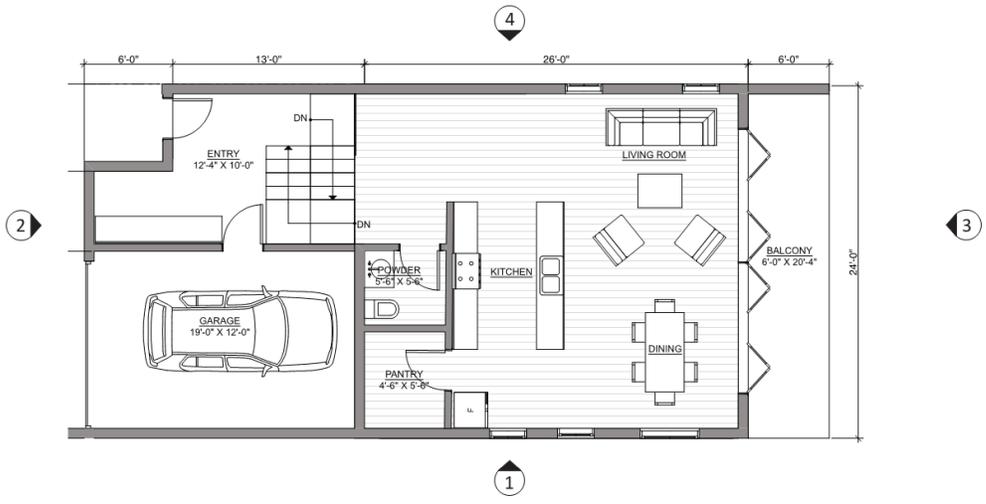
**Village Nests** NESTS 10-20 PLANS  
1,152 sq ft

**Exhibit D-Architectural Renderings for the Village Nests East at Powder Mountain PRUD**



1/28/2017  
huum Architects  
www.huum.com  
310 399 5757 Los Angeles

**Village Nests** NESTS 1-8  
Elevations  
1/8" = 1'



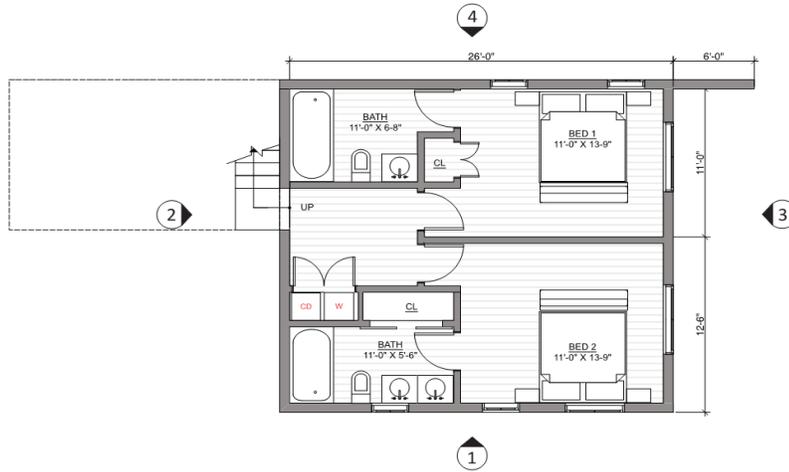
**Ground Floor**  
Entry/stair: 150 square feet  
Garage: 240 square feet (Not included)

**Upper Floor**  
625 square feet

1/28/2017  
huum Architects  
www.huum.com  
310 399 5757 Los Angeles

**Village Nests** NESTS 1-8 PLANS  
1,400 sq ft

**Exhibit D-Architectural Renderings for the Village Nests East at Powder Mountain PRUD**



**Lower Floor**  
625 square feet



Concrete Foundation:  
vertical formwork, rough finish



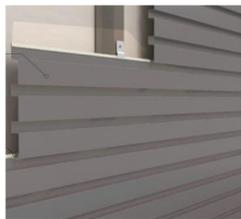
Wood Siding:  
Dark finish Pine or Accoya treated



Wood Siding:  
White finish Pine or Accoya treated



Wood Siding:  
Clear finished Pine or Cedar



Metal Siding Profile:  
square corrugated panel



Metal Siding Profile:  
Standing seam/wide panel



Metal Siding Finish:  
Kynar charcoal gray



Metal Siding Finish:  
Zinc



Metal Siding Finish:  
Weathering steel

**CLADDING OPTIONS**

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

1. **Parties:** The parties to this Subdivision Improvement Agreement ("the Agreement") are **SMHG Phase I, 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 **Village Nests East at Powder Mountain-PRUD** (the "Subdivision"), which property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, in 2013, the County and the Developer entered into a Cash in Lieu of Bond/Loan Agreement (number C2013-250), under which the Developer deposited estimated adequate funds with the County for a multi-phased development; 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 Code of Ordinances Part II Land Use Code Title 108 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.

## Exhibit E-Subdivision Improvement Agreement and Financial Guarantee for the Village Nests East at Powder Mountain PRUD

4. **Security:** To secure the performance of his obligations hereunder, the Developer has entered into a "Cash in Lieu of Bond/Loan Agreement C2013-250 " with the County and deposited estimated funds with the County for a multi-phased development. As part of the said agreement, \$246,760.18 will be now be allocated to Village Nests East at Powder Mountain-PRUD.
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

## Exhibit E-Subdivision Improvement Agreement and Financial Guarantee for the Village Nests East at Powder Mountain PRUD

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 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.

**Exhibit E-Subdivision Improvement Agreement and Financial Guarantee for the Village Nests East at Powder Mountain PRUD**

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 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: SMHG Phase 1, LLC  
(Address) 3632 N. Wolf Creek Drive  
Eden, UT 84310

**Exhibit E-Subdivision Improvement Agreement and Financial Guarantee for the Village Nests East at Powder Mountain PRUD**

if to County: Weber County  
C/O Weber County Engineer  
2380 Washington Blvd. Suite 240  
Ogden, UT 84401

- 30. **Recordation:** Either Developer or County may record a copy of this Agreement in the Clerk’s Office and the 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 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.
- 33. **Amendment of Cash in Lieu of Bond/Loan Agreement number C2013-250.** The parties agree that this Agreement amends Cash in Lieu of Bond/Loan Agreement number C2013-250. To the extent that any provisions of that agreement conflict with provisions of this Agreement, the provisions of this Agreement prevail and supersede the conflicting provisions of that agreement. However, the provisions of that agreement remain in effect, to the extent that they do not conflict with the provisions of this Agreement, unless they have been otherwise terminated or superseded.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Developer

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:

**Exhibit E-Subdivision Improvement Agreement and Financial Guarantee for the Village Nests East at Powder Mountain PRUD**

APPROVED AS TO FORM:

\_\_\_\_\_  
Weber County Attorney

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

\_\_\_\_\_  
Date

ATTEST:

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

**EXHIBIT A: PROPERTY DESCRIPTION TO BE SUBDIVIDED**

All of Village Nests East a Powder Mountain-PRUD as recorded with the Weber County Recorder's Office.

**Exhibit E-Subdivision Improvement Agreement and Financial Guarantee for the Village Nests East at Powder Mountain PRUD**

**EXHIBIT B: REQUIRED ON & OFF SITE SUBDIVISION IMPROVEMENTS**

**Village Nests East at Powder Mountain PRUD**

**Escrow Estimate**

| Item                                    | Classification of Unit Price Work           | Unit | Unit Price  | Qty    | County Escrow       |
|---|---|------|-------------|--------|---------------------|
| <b>MOBILIZATION</b>                     |   |      |             |        | <b>\$12,000.00</b>  |
| 1                                       | Approximately 5% of total cost              | LS   | \$12,000.00 | 1      | \$12,000.00         |
| <b>EARTHWORK</b>                        |   |      |             |        | <b>\$13,899.60</b>  |
| 1                                       | Clear and Grub, stockpile vegetation        | SF   | \$0.10      | 89,676 | \$8,967.60          |
| 2                                       | Strip & Store Topsoil                       | CY   | \$4.50      | 1,096  | \$4,932.00          |
| <b>ROCK WALLS</b>                       |   |      |             |        | <b>\$20,000.00</b>  |
| 1                                       | Rockery Surface Area                        | SF   | \$10.00     | 2,000  | \$20,000.00         |
| <b>EROSION CONTROL</b>                  |   |      |             |        | <b>\$28,684.28</b>  |
| 1                                       | Silt Fence                                  | LF   | \$2.70      | 1,060  | \$2,862.00          |
| 2                                       | Stabilized Construction Entrance            | EA   | \$2,000.00  | 1      | \$2,000.00          |
| 3                                       | SWPPP (plan, permit, signage, inspections)  | LS   | \$5,000.00  | 1      | \$5,000.00          |
| 4                                       | Inlet Protection                            | EA   | \$165.00    | 4      | \$660.00            |
| 5                                       | Seeding (broadcast & rake)                  | SF   | \$0.03      | 29,676 | \$890.28            |
| 6                                       | Erosion Control Blanket                     | SF   | \$0.16      | 60,000 | \$9,600.00          |
| 7                                       | Topsoil Replacement                         | CY   | \$7.00      | 1,096  | \$7,672.00          |
| <b>ROADBASE &amp; GRANULAR BORROW</b>   |   |      |             |        | <b>\$749.30</b>     |
| 1                                       | Roadbase Haul & Place (from pit)            | CY   | \$12.70     | 59     | \$749.30            |
| <b>PAVING/ASPHALT</b>                   |   |      |             |        | <b>\$3,120.00</b>   |
| 1                                       | Paving Mobilization                         | LS   | \$2,000.00  | 1      | \$2,000.00          |
| 2                                       | Asphalt Import and Place                    | TON  | \$80.00     | 14     | \$1,120.00          |
| <b>SEWER</b>                            |   |      |             |        | <b>\$82,439.00</b>  |
| 1                                       | 8" SDR-35 PVC Pipe                          | LF   | \$49.00     | 911    | \$44,639.00         |
| 2                                       | 1.5" IPS DR-11 HDPE Pressure Sewer Pipe     | LF   | \$11.00     | 700    | \$7,700.00          |
| 3                                       | 4' Concrete Manhole                         | EA   | \$2,500.00  | 5      | \$12,500.00         |
| 4                                       | Sewer Lateral                               | EA   | \$1,600.00  | 9      | \$14,400.00         |
| 5                                       | Connection to Existing Sewer Manhole        | LS   | \$600.00    | 2      | \$1,200.00          |
| 6                                       | PMWSID Inspections                          | LS   | \$2,000.00  | 1      | \$2,000.00          |
| <b>STORM SEWER</b>                      |   |      |             |        | <b>\$10,668.00</b>  |
| 1                                       | Rip Rap Placement- storm drain outfalls     | CY   | \$58.00     | 7      | \$406.00            |
| 2                                       | 15" RCP culvert                             | LF   | \$38.00     | 174    | \$6,612.00          |
| 3                                       | 15" Concrete Flared End Section             | EA   | \$550.00    | 1      | \$550.00            |
| 4                                       | Connection to Existing Storm Manhole        | EA   | \$600.00    | 1      | \$600.00            |
| 5                                       | 4' Storm Drain Manhole                      | EA   | \$2,500.00  | 1      | \$2,500.00          |
| <b>WATER</b>                            |   |      |             |        | <b>\$46,200.00</b>  |
| 1                                       | 4" PVC C900 water main, sand provided       | LF   | \$25.00     | 700    | \$17,500.00         |
| 2                                       | Relocate existing pressure release valve    | EA   | \$1,200.00  | 1      | \$1,200.00          |
| 3                                       | 4" Bends                                    | EA   | \$400.00    | 6      | \$2,400.00          |
| 4                                       | 4" Gate Valve                               | LF   | \$700.00    | 2      | \$1,400.00          |
| 5                                       | 4" washout valve                            | EA   | \$700.00    | 1      | \$700.00            |
| 6                                       | 4" water meter                              | LF   | \$4,000.00  | 2      | \$8,000.00          |
| 7                                       | 1-1/2" water service lateral, capped/marked | EA   | \$500.00    | 20     | \$10,000.00         |
| 8                                       | Connect to existing main w/ fittings        | EA   | \$1,500.00  | 2      | \$3,000.00          |
| 9                                       | PMWSID Inspections                          | LS   | \$2,000.00  | 1      | \$2,000.00          |
| <b>ENGINEERING/GEOTECH/SURVEY/STAKE</b> |   |      |             |        | <b>\$14,000.00</b>  |
| 1                                       | Construction Staking, subsurface as-builts  | LS   | \$3,500.00  | 4      | \$14,000.00         |
| <b>SITE COSTS</b>                       |   |      |             |        | <b>\$15,000.00</b>  |
| 1                                       | Demolition- exiting sewer and storm         | LS   | \$15,000.00 | 1      | \$15,000.00         |
| <b>TOTAL</b>                            |   |      |             |        | <b>\$246,760.18</b> |

EXHIBIT C: FINANCIAL GUARANTEE



**Weber County**

**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 \$246,760.18 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**

All of Village Nests East a Powder Mountain-PRUD 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.

