



Staff Report to the Weber County Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: Consideration and action on final approval of Phase 2 of The Ridge Townhomes at Wolf Creek PRUD, 8 units, at approximately 3400 North Moose Hollow Drive including a financial guarantee for subdivision improvements in the amount of \$377,600.00. This approval also includes the County Survey Monumentation Improvement Agreement.

Type of Decision: Administrative

Agenda Date: Tuesday, November 17, 2015

Applicant: Ridge Utah Development Corporation

File Number: UVR1125-13

Property Information

Approximate Address: 3400 North Moose Hollow Drive

Project Area: 1.575

Zoning: Forest Residential (FR-3)

Existing Land Use: Vacant

Proposed Land Use: PRUD Development / subdivision

Parcel ID: 22-281-0001

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

Adjacent Land Use

North: Condominiums, Golf Course	South: Agriculture, Open Space
East: Residential	West: Agriculture

Staff Information

Report Presenter: Jim Gentry
jgentry@co.weber.ut.us
801-399-8767

Report Reviewer: SW

Applicable Ordinances

- Weber County Land Use Code Title 104 Chapter 17 (Forest Residential FR-3)
- Weber County Land Use Code Title 104 Chapter 28 (Ogden Valley Sensitive Lands)
- Weber County Land Use Code Title 106 (Subdivision)

Background

The applicant is requesting final approval of Phase 2 of The Ridge Townhomes at Wolf Creek PRUD. Phase 2 has 8 units on 1.57 acres with 31,280 square feet in landscape area. This property is located in the FR-3 Zone which requires group dwellings to have 7,500 square feet of net developable area for each dwelling plus 2,000 square feet of net developable area for each dwelling unit in excess of two in each building. Using this formula, the buildings in Phase 2 require 23,000 square feet, which fits within the total Phase 2 area. These units will be used for nightly rentals. The financial guarantee has been adjusted for the improvements that have been installed; however the ten percent contingency fee for the one year warranty period has been included in the escrow amount.

The applicant has modified and increased the unit footprints in this phase by replacing the single car garages with double car garages. This change has also caused the road to shift into the common area/open space that was platted in Phase 1. Phase 1 and Phase 2 will be modified to meet the open space requirements. The HOA will sign the plat for the road that is in the Common Area. There is still sufficient common area/open space for Phases one and two.

Wolf Creek Water and Sewer will provide services for this project. The Capacity Assessment letter from the Utah State Department of Environmental Quality Division of Drinking Water indicates that there are 209 additional units that can be supplied by Wolf Creek Water and Sewer.

The Weber Fire District has approved the fire hydrant locations for this phase. The Engineering Division has reviewed the subdivision plat and provided comments to the applicant. The recommendations in the Geotechnical report need to be followed. The cut and fill slopes will need to have easements.

Summary of County Commission Considerations

The County Commission may wish to consider the following questions:

- Are there any potential negative or detrimental effects that have not been considered and need to be addressed with this subdivision approval?
- Does the County Commission have other questions that have not been addressed?

Conformance to the General Plan

The proposed subdivision conforms to the Ogden Valley General Plan and complies with all applicable land use codes.

Conditions of Approval

- Requirements of the Weber County Land Use Code
- Requirements of the Weber County Engineering Division
- Requirements of the Weber Fire District

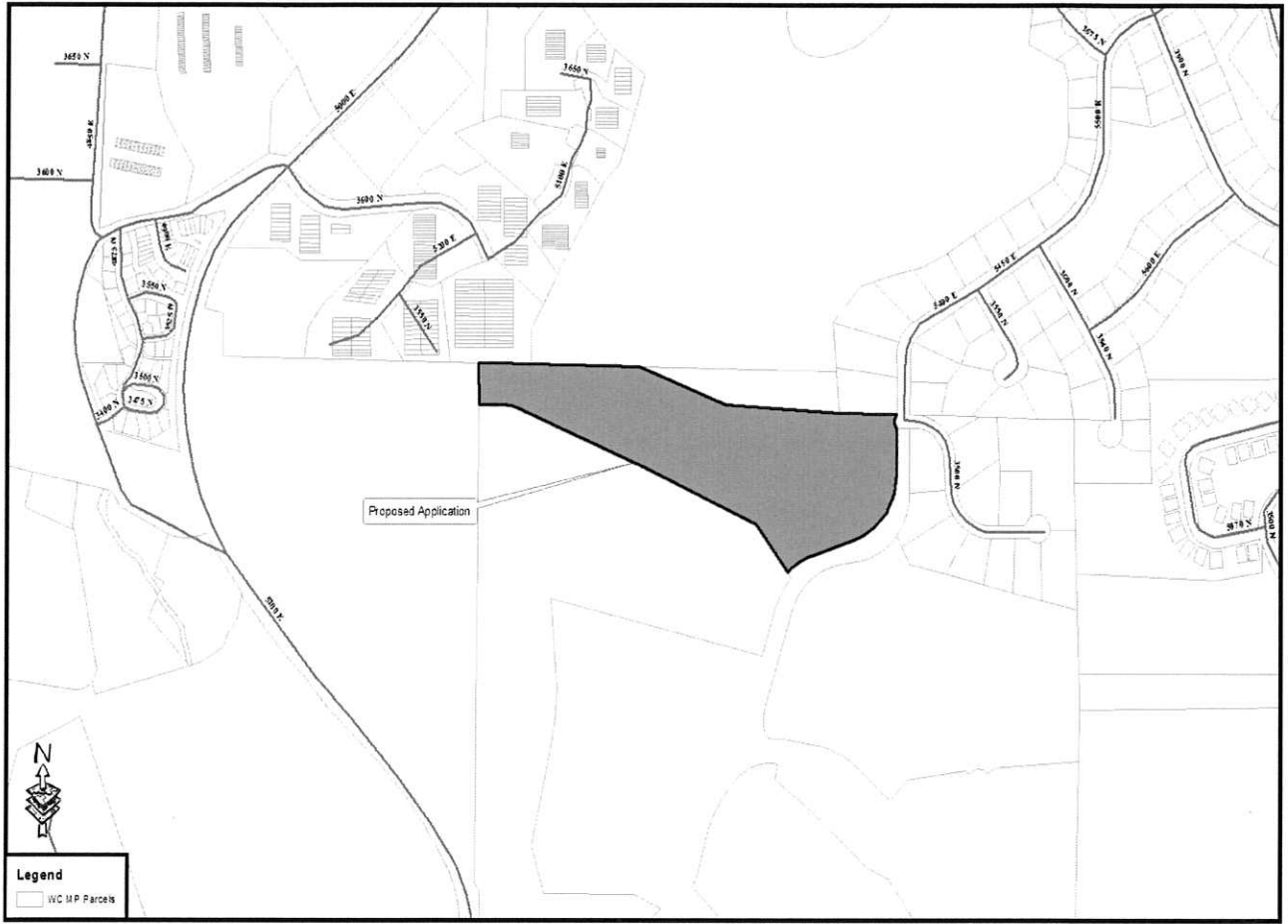
Planning Commission Recommendation

The Planning Commission unanimously recommends final approval of Phase 2 of The Ridge Townhomes at Wolf Creek PRUD, 8 units.

Exhibits

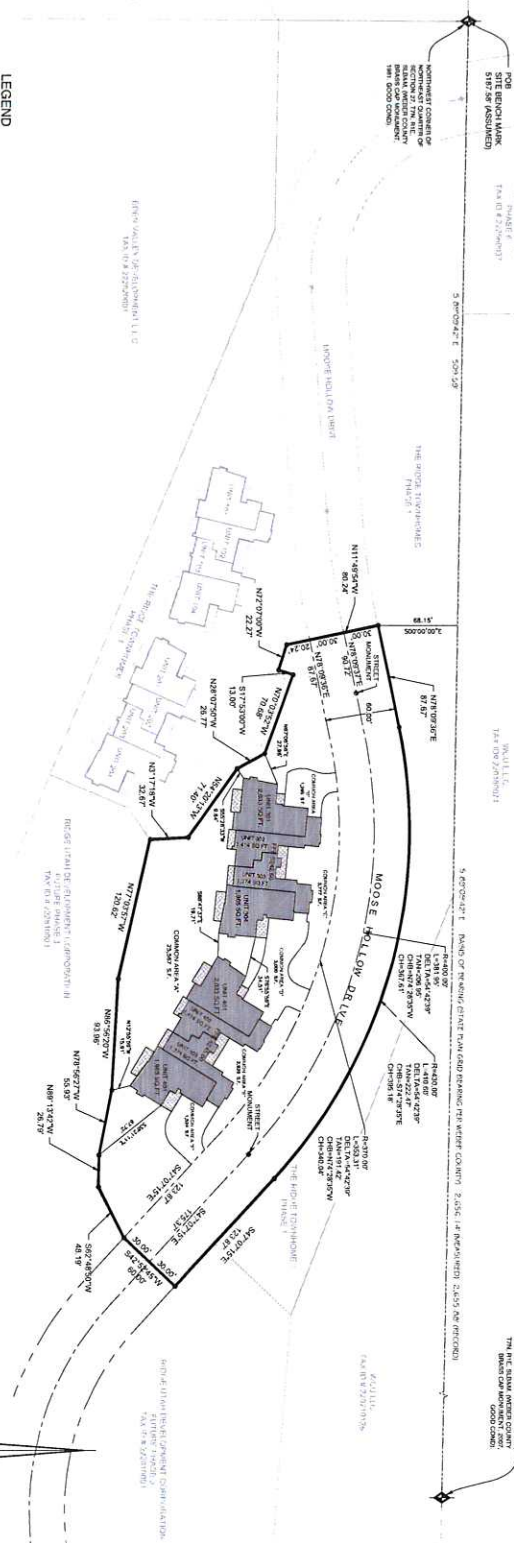
- A. Location Map
- B. Subdivision Plat
- C. Weber County Subdivision Improvement Agreement
 - A. Property Description
 - B. Required On and Off Site Subdivision Improvements
 - C. Financial Guarantee
- D. Monument Improvement Agreement

Exhibit A



THE RIDGE TOWNHOMES PHASE 2

A PLANNED RESIDENTIAL UNIT DEVELOPMENT (P.R.U.D.) PART OF THE NORTHEAST 1/4 OF SECTION 27 T1N, R1E, S1B & M, U.S. SURVEY WEBER COUNTY, UTAH SEPTEMBER 2015



LEGEND

SECTION CORNER EMBODIMENT
 - Street Intersection
 - Street Termination
 - Right of Way Line
 - Height of Wall Line
 - Property Boundary
 - Proposed Utility
 - Present
 - Limited Common Area
 - Common Area

UNIT #	ADDRESS TABLE
UNIT 201	
UNIT 202	
UNIT 203	
UNIT 204	
UNIT 401	
UNIT 402	
UNIT 403	
UNIT 404	

NARRATIVE:

The purpose of this submittal is to create a final subdivision plat of the property at 1400 S. STATE ST. THE PROPERTY IS A PORTION OF THE SALT LAKE AND WEST VALLEY TOWNSHIP, 2ND DISTRICT, 3RD CANTON, 1ST WARD OF THE SALT LAKE COUNTY. THE PROPERTY IS BEING SUBMITTED TO THE WEBER COUNTY PLANNING COMMISSION FOR REVIEW AND APPROVAL OF THE PLAT FOR THE RESIDENTIAL UNIT DEVELOPMENT (P.R.U.D.) SECTION WHICH BOUND SOUTH ON STATE ST. AND EAST ON MOOSE HOLLOW DRIVE.

SITE SUMMARY:

3.232 AC ±
 1400 S. STATE ST. ±
 1400 S. STATE ST. ±
 1400 S. STATE ST. ±
 1400 S. STATE ST. ±
 1400 S. STATE ST. ±

ACKNOWLEDGMENT

I DO HEREBY CERTIFY THAT THE SOLE RECORDATION OF THIS PLAT INTO THE PUBLIC RECORDS OF THE STATE OF UTAH HAS BEEN COMPLETED AND THAT THE PLAT IS VALID AND EFFECTIVE.

STATE OF UTAH }
 COUNTY OF WEBER } 51
 ON THIS _____ DAY OF _____, 2015.

WEBER COUNTY ATTORNEY

I HAVE EXAMINED THE FINANCIAL STATEMENT AND OTHER DOCUMENTS ASSOCIATED WITH THIS SUBMISSION PLAT AND FIND THE SAME TO BE IN ACCORDANCE WITH THE FINANCIAL STATEMENT ACT AND THE APPLICABLE STATUTES, RULES AND REGULATIONS.

SIGNED THIS _____ DAY OF _____, 2015.

 SIGNATURE

WEBER COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR OFFICE HAS REVIEWED THE PLAT AND FINDS IT TO BE IN ACCORDANCE WITH THE WEBER COUNTY SUBDIVISION ACT AND THE APPLICABLE STATUTES, RULES AND REGULATIONS.

SIGNED THIS _____ DAY OF _____, 2015.

 SIGNATURE

WEBER COUNTY COMMISSION ACCEPTANCE

THIS IS TO CERTIFY THAT THE SUBMISSION PLAT HAS BEEN APPROVED BY THE WEBER COUNTY COMMISSION AND IS IN ACCORDANCE WITH THE WEBER COUNTY SUBDIVISION ACT AND THE APPLICABLE STATUTES, RULES AND REGULATIONS.

SIGNED THIS _____ DAY OF _____, 2015.

 SIGNATURE

WEBER - MORGAN HEALTH DEPARTMENT

I DO HEREBY CERTIFY THAT THE SOLE RECORDATION OF THIS PLAT INTO THE PUBLIC RECORDS OF THE STATE OF UTAH HAS BEEN COMPLETED AND THAT THE PLAT IS VALID AND EFFECTIVE.

SIGNED THIS _____ DAY OF _____, 2015.

 SIGNATURE

OWNER

THE RIDGE TOWNHOMES PHASE 2
 1400 S. STATE ST.
 SALT LAKE CITY, UTAH 84143
 (801) 438-1571

 SIGNATURE



SUPERVISOR'S CERTIFICATE

I, THE SUPERVISOR OF THE COUNTY OF WEBER, UTAH, DO HEREBY CERTIFY THAT THE SUBMISSION PLAT IS IN ACCORDANCE WITH THE WEBER COUNTY SUBDIVISION ACT AND THE APPLICABLE STATUTES, RULES AND REGULATIONS. I HAVE REVIEWED THE PLAT AND FIND IT TO BE IN ACCORDANCE WITH THE WEBER COUNTY SUBDIVISION ACT AND THE APPLICABLE STATUTES, RULES AND REGULATIONS. I HAVE REVIEWED THE FINANCIAL STATEMENT AND OTHER DOCUMENTS ASSOCIATED WITH THIS SUBMISSION PLAT AND FIND THE SAME TO BE IN ACCORDANCE WITH THE FINANCIAL STATEMENT ACT AND THE APPLICABLE STATUTES, RULES AND REGULATIONS.

SIGNED THIS _____ DAY OF _____, 2015.

 SIGNATURE

OWNER'S DECLARATION

I, THE OWNER, DO HEREBY CERTIFY THAT THE SUBMISSION PLAT IS IN ACCORDANCE WITH THE WEBER COUNTY SUBDIVISION ACT AND THE APPLICABLE STATUTES, RULES AND REGULATIONS. I HAVE REVIEWED THE PLAT AND FIND IT TO BE IN ACCORDANCE WITH THE WEBER COUNTY SUBDIVISION ACT AND THE APPLICABLE STATUTES, RULES AND REGULATIONS. I HAVE REVIEWED THE FINANCIAL STATEMENT AND OTHER DOCUMENTS ASSOCIATED WITH THIS SUBMISSION PLAT AND FIND THE SAME TO BE IN ACCORDANCE WITH THE FINANCIAL STATEMENT ACT AND THE APPLICABLE STATUTES, RULES AND REGULATIONS.

SIGNED THIS _____ DAY OF _____, 2015.

 SIGNATURE

COUNTY RECORDER

I HAVE REVIEWED THE PLAT AND FIND IT TO BE IN ACCORDANCE WITH THE WEBER COUNTY SUBDIVISION ACT AND THE APPLICABLE STATUTES, RULES AND REGULATIONS. I HAVE REVIEWED THE FINANCIAL STATEMENT AND OTHER DOCUMENTS ASSOCIATED WITH THIS SUBMISSION PLAT AND FIND THE SAME TO BE IN ACCORDANCE WITH THE FINANCIAL STATEMENT ACT AND THE APPLICABLE STATUTES, RULES AND REGULATIONS.

SIGNED THIS _____ DAY OF _____, 2015.

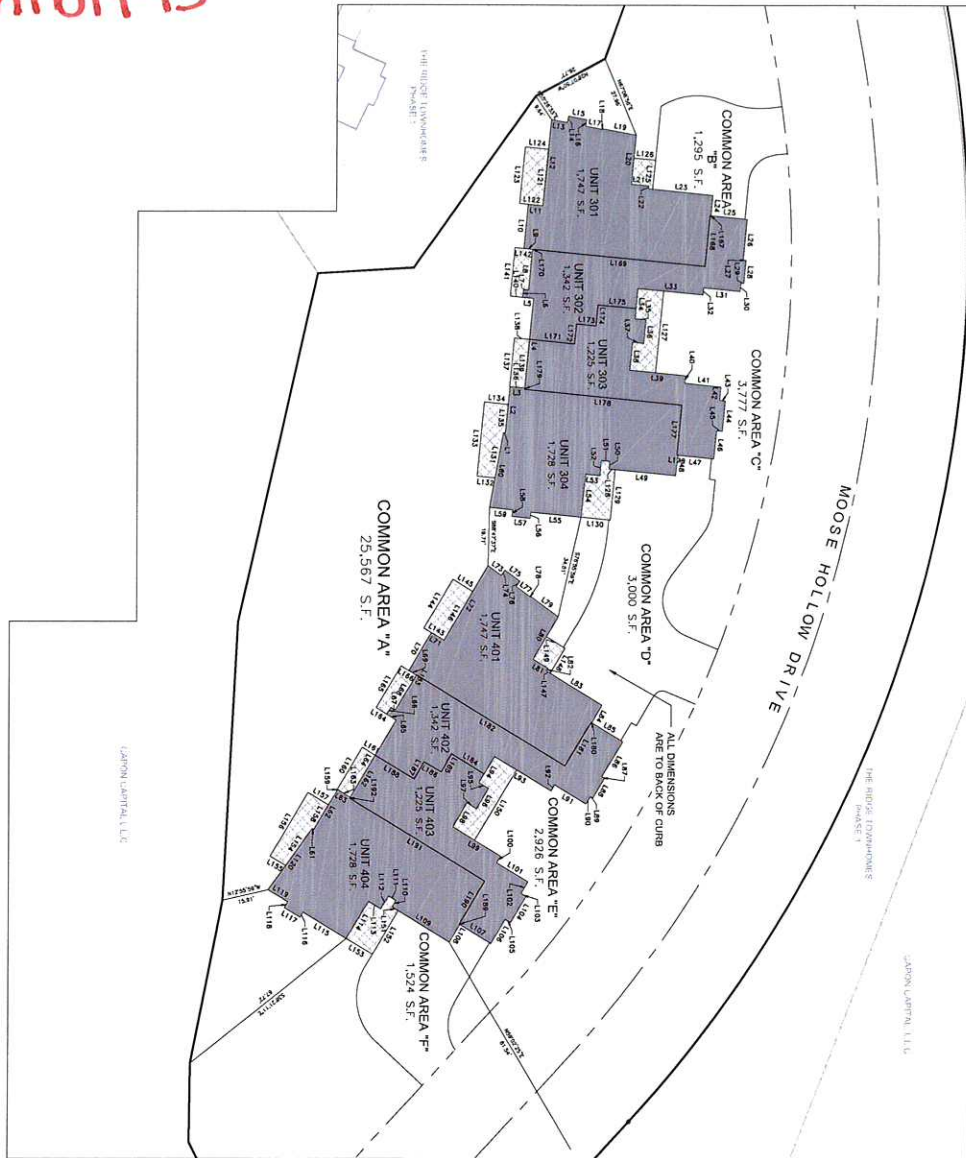
 SIGNATURE

 COUNTY RECORDER

GARDNER ENGINEERING

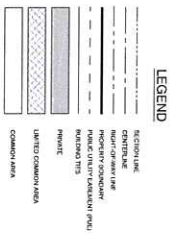
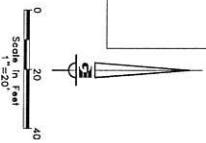
CENTRAL UTAH SURVEYING
 1400 S. STATE ST.
 SALT LAKE CITY, UTAH 84143
 (801) 438-1571

Exhibit B



THE RIDGE TOWNHOMES PHASE 2

PART OF THE NORTHEAST 1/4 OF SECTION 27
T7N, R1E, S1B & M, U.S. SURVEY
WEBER COUNTY, UTAH
SEPTEMBER 2015



LINE TABLE	
LINE #	LENGTH
1	20.00
2	15.31
3	5.00
4	30.60
5	1.39
6	2.03
7	1.82
8	1.80
9	1.00
10	2.00
11	5.04
12	28.00
13	5.00
14	6.50
15	2.00
16	5.00
17	3.00
18	0.20
19	0.20
20	18.63
21	5.98
22	22.77
23	6.83
24	15.49
25	0.99
26	7.46
27	0.99
28	12.48
29	1.78
30	22.96
31	3.83
32	7.81
33	9.40
34	19.18
35	2.90
36	11.92
37	2.90
38	2.90
39	14.50
40	10.50

LINE TABLE	
LINE #	LENGTH
41	2.00
42	5.92
43	12.01
44	39.20
45	3.28
46	3.94
47	5.10
48	14.61
49	17.47
50	2.20
51	6.20
52	7.84
53	35.56
54	3.00
55	15.13
56	30.00
57	3.92
58	2.65
59	3.00
60	14.01
61	0.87
62	0.87
63	13.43
64	0.68
65	0.68
66	0.37
67	1.32
68	2.00
69	11.76
70	9.89
71	2.82
72	2.82
73	6.20
74	2.08
75	6.20
76	0.28
77	11.76
78	1.64
79	9.89
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81	22.77
82	0.24
83	0.24
84	0.24
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87	0.24
88	0.24

LINE TABLE	
LINE #	LENGTH
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91	12.48
92	2.50
93	1.80
94	1.80
95	2.82
96	1.80
97	2.82
98	1.80
99	1.80
100	2.82
101	1.80
102	4.82
103	2.00
104	10.20
105	8.43
106	12.43
107	6.83
108	22.81
109	2.58
110	2.58
111	2.58
112	4.28
113	4.28
114	16.81
115	0.87
116	0.87
117	6.20
118	7.94
119	7.94
120	25.58
121	18.21
122	8.84
123	19.21
124	7.46
125	9.89
126	22.77
127	0.24
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197	0.24
198	0.24
199	0.24
200	0.24

LINE TABLE	
LINE #	LENGTH
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203	5.92
204	17.50
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206	1.80
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245	1.80
246	2.82
247	1.80
248	1.80
249	2.82
250	1.80

LINE TABLE	
LINE #	LENGTH
251	25.67
252	6.09
253	5.92
254	17.50
255	1.80
256	1.80
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291	1.80
292	1.80
293	2.82
294	1.80
295	1.80
296	2.82
297	1.80
298	1.80
299	2.82
300	1.80

SHEET 2 OF 4

COUNTY RECORDER

OWNER: []

RECORDED: []

RECORDED: []

RECORDED: []

RECORDED: []

GARDNER ENGINEERING

CIVIL & SURVEYING ENGINEERS

1550 SOUTH 2750 WEST, SUITE 200, OGDEN, UT 84403

TEL: 435-321-3333 FAX: 435-321-3334

WWW.GARDNERENGINEERING.COM

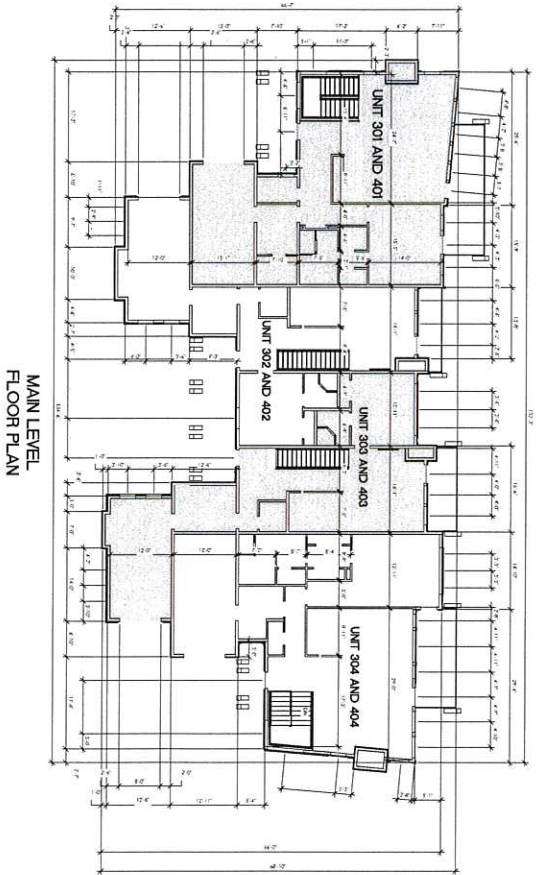
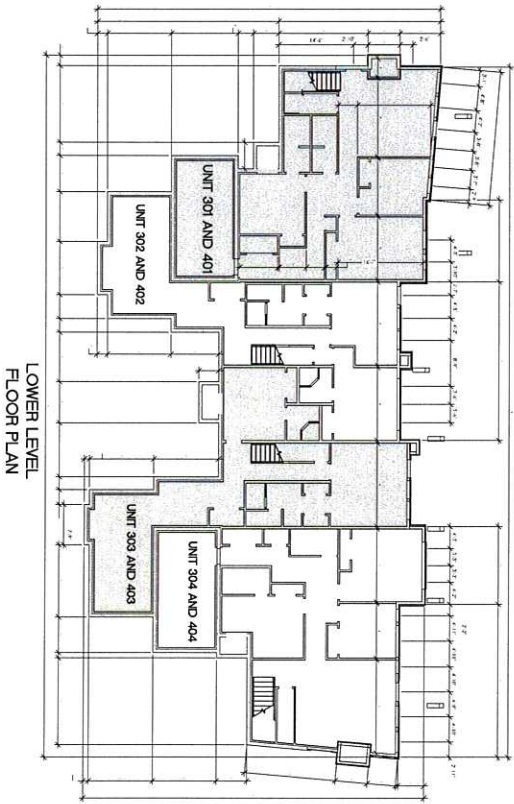
Prepared By: []

Checked: []

Approved: []

Exhibit B

THE RIDGE TOWNHOMES PHASE 2



SHEET 3 OF 4

COUNTY RECORDER

ENTER NO. _____ FILED FOR RECORDING AT _____

RECORDED _____ BOOK OF OFFICIAL _____

RECORD, PAGE _____ RECORDS

BY _____ COUNTY RECORDER

DATE _____

BY _____

DATE _____

BY _____

DATE _____

BY _____

DATE _____

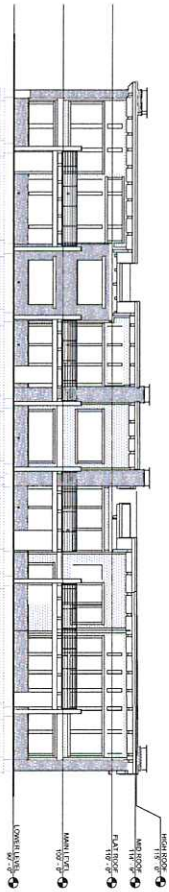
Prepared By:



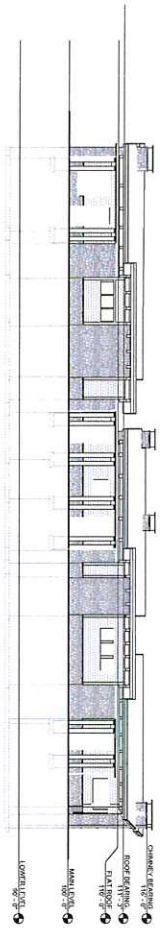
www.gardner-engineering.com

Exhibit B

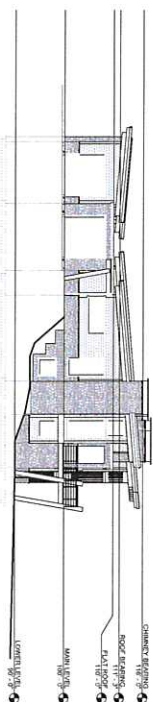
THE RIDGE TOWNHOMES PHASE 2



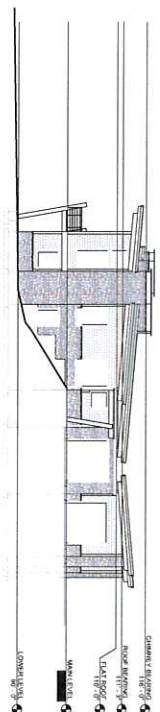
SOUTH ELEVATION
BUILDINGS 301-304 100'-00" = 5242.50
BUILDINGS 401-404 100'-00" = 5245.00



NORTH ELEVATION
BUILDINGS 301-304 100'-00" = 5242.50
BUILDINGS 401-404 100'-00" = 5245.00




WEST ELEVATION
BUILDINGS 301-304 100'-00" = 5242.50
BUILDINGS 401-404 100'-00" = 5245.00



EAST ELEVATION
BUILDINGS 301-304 100'-00" = 5242.50
BUILDINGS 401-404 100'-00" = 5245.00

Prepared by:



GARDNER ENGINEERING, INC.
CIVIL & LAND SURVEYING
LICENSE NO. 13150 SOUTH 14TH ST. SUITE 200 DOWNTOWN OMAHA, NE 68102
PHONE: (402) 426-2200
WWW.GARDNER-ENGINEERING.COM

COUNTY RECORDER

ENTERED BY: _____ FILED FOR RECORD AND
RECORDED _____ AT _____
IN RECORD, PAGE _____ OF _____
FOR _____ RECORDING

COUNTY RECORDER

BY: _____

DATE: _____

SHEET 4 OF 4

Exhibit B

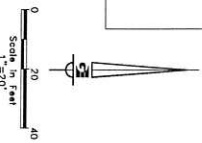
THE RIDGE TOWNHOMES PHASE 2

PART OF THE NORTHEAST 1/4 OF SECTION 27
TTN, RIE, SLB & M, U.S. SURVEY
WEBBER COUNTY, UTAH
SEPTEMBER 2015



LINE #	LENGTH	BEARING
L193	4,416	S6°30'38"E
L195	12,711	S84°26'01"E
L196	11,861	S22°39'34"W
L198	17,813	N62°31'13"W
L200	9,914	N84°28'01"W
L201	2,000	S5°05'22"W
L202	7,007	N84°28'01"W
L203	8,344	N59°09'33"W
L205	4,011	N84°28'01"W
L206	11,117	S22°39'34"W
L208	12,059	S59°09'33"E
L209	2,000	S30°50'27"W
L210	6,897	S59°09'33"E
L211	23,539	N59°09'33"W
L212	22,147	S42°52'45"W
L214	5,018	N59°09'33"W
L225	6,379	S6°30'38"E
L228	28,151	S84°26'01"E

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	13,600	30,000	78.80	S8°23'13"W	13,443
C2	22,800	23,446	55.93	S4°40'43"E	22,800
C3	13,600	10,000	77.62	S45°28'19"E	12,546
C4	23,778	13,600	104.82	S75°04'10"W	20,860
C5	9,427	17,000	31.91	N68°28'37"W	9,335
C6	4,281	3,100	81.82	S18°15'00"E	3,933
C7	32,868	74,500	26.27	N31°47'42"W	32,860
C8	16,718	15,000	64.10	S98°47'30"W	15,932
C9	27,221	20,000	77.98	S81°51'36"W	25,116



LEGEND

- METEOROLOGICAL
- CENTERLINE
- RIGHT OF WAY
- PUBLIC UTILITY (WATER)
- PUBLIC UTILITY (SEWER)
- PUBLIC UTILITY (GAS)
- PUBLIC UTILITY (ELECTRIC)
- PRIVATE
- LIMITED COMMON AREA
- COMMON AREA

Prepared By:

GARDNER ENGINEERING
CENTRAL UTAH REGISTERED PROFESSIONAL ENGINEERS
150 SOUTH 200 EAST, CODY, UT 84201
PHONE: 435-734-2200 FAX: 435-734-2201
WWW.GARDNERENGINEERING.COM

COUNTY RECORDER

SHEET 5 OF 5

ENTER NO. _____ FILED FOR RECORD AND
RECORDED _____ AT _____
RECORDS, MAKE _____ BOOK OF ORIGINAL
FROM _____ RECORDS
COUNTY RECORDER _____
DATE: _____

Exhibit G

WEBER COUNTY
SUBDIVISION IMPROVEMENT
AGREEMENT

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

RECITALS

WHEREAS, the Developer seeks permission to subdivide property within the unincorporated area of Weber County, to be known as The Ridge Townhomes Phase 2 (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 \$377,600.00.
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 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)

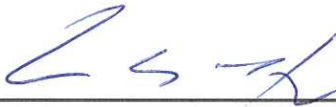
Ridge Utah Development Corporation
Eric Householder
3718 N. Wolf Creek Drive
Eden, Utah 84310

if to County:

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

- 30. **Recordation:** Either Developer or County may record a copy of this Agreement in the Clerk and Recorder's Office of Weber County, Utah.
- 31. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law.
- 32. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement or Letter of Credit will be deemed to be proper only if such action is commenced in District Court for Weber County. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

Dated this 13th day of NOVEMBER, 2015



Developer

INDIVIDUAL ACKNOWLEDGEMENT

State of Utah)
 ss
County of Weber)

On the _____ day of _____ A.D. 20

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: _____, Utah

CORPORATE ACKNOWLEDGMENT

State of Utah)
) SS
County of Weber)

On the 13th day of November A.D. 2015 personally appeared before me duly sworn, did say that he/she is the Officer of Ridge View Development 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 Sherril L. Sillitoe
Residing at: Weber County

APPROVED AS TO FORM:

Weber County Attorney

Chairperson, Weber County Commission

Date

ATTEST:

Weber County Clerk

EXHIBIT A: PROPERTY DESCRIPTION TO BE SUBDIVIDED

The Ridge Townhomes Phase 2 (see Exhibit "A" for property boundary description)

EXHIBIT B: REQUIRED ON & OFF SITE SUBDIVISION IMPROVEMENTS

See Exhibit B

EXHIBIT C: FINANCIAL GUARANTEE

See Exhibit C

Exhibit C

-Exhibit A

BOUNDARY DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE BOUNDARY LINE OF THE RIDGE TOWNHOMES PHASE 1 BEING LOCATED SOUTH 89°09'42" EAST 509.59 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER AND SOUTH 00°00'00" EAST 68.15 FEET FROM THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; RUNNING THENCE ALONG THE BOUNDARY LINE OF SAID THE RIDGE TOWNHOMES PHASE 1 THE FOLLOWING THREE (3) COURSES: (1) NORTH 78°10'06" EAST 52.02 FEET; (2) ALONG THE ARC OF A 480.00 FOOT RADIUS CURVE TO THE RIGHT 458.34 FEET, HAVING A CENTRAL ANGLE OF 54°42'39", CHORD BEARS SOUTH 74°28'35" EAST 441.13 FEET; (3) SOUTH 47°07'15" EAST 103.65 FEET; THENCE SOUTH 42°52'45" WEST 60.00 FEET; THENCE SOUTH 66°38'55" WEST 40.76 FEET; THENCE NORTH 89°13'42" WEST 26.79 FEET; THENCE NORTH 78°56'27" WEST 55.93 FEET; THENCE NORTH 86°56'20" WEST 93.96 FEET; THENCE NORTH 77°03'57" WEST 120.62 FEET TO THE BOUNDARY LINE OF SAID THE RIDGE TOWNHOMES PHASE 1 THE FOLLOWING SEVEN (7) COURSES: (1) NORTH 03°17'18" WEST 32.67 FEET; (2) NORTH 54°20'13" WEST 71.40 FEET; (3) NORTH 28°07'50" WEST 26.77 FEET; (4) NORTH 70°03'52" WEST 70.68 FEET; (5) SOUTH 17°53'00" WEST 13.00 FEET; (6) NORTH 72°07'00" WEST 22.27 FEET; (7) NORTH 11°49'54" WEST 80.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.575 ACRES.

Exhibit C - Exhibit B

The Ridge - Phase 2 - Development Escrow							
Item	Description	Phase 2	Quantity Total	Unit	Unit Cost	Total Cost	Completed 11.02.2014
A GENERAL SITE							
1	Earthwork - Excavation (Cut)	19,167	19,167	CY	3.06	58,651.02	51,356.10
2	Earthwork - Embankment (Fill)	6,651	6,651	CY	2.00	13,302.00	13,302.00
3	Structural Fill	969	969	TON	20.13	19,505.97	0.00
4	Install 4' Sidewalk	265	265	LF	14.00	3,710.00	0.00
5	Install 5' Sidewalk	320	320	LF	17.00	5,440.00	0.00
6	Install 4' Rock Retaining Wall	1,465	1,465	LF	12.00	17,580.00	0.00
7	Dumpster Enclosure	1	1	EA	1,500.00	1,500.00	0.00
8	Electrical Lighting	3	3	EA	500.00	1,500.00	0.00
9	Community Mailbox	1	1	EA	2,500.00	2,500.00	0.00
						123,688.99	64,658.10
B ROADWAY - COUNTY							
1	Clear and Grub	6,324	6,324	SY	1.25	7,905.00	7,905.00
2	Asphalt Surface Course	280	280	TON	83.88	23,486.40	0.00
3	Base Course	932	932	TON	19.73	18,388.36	0.00
4	Untreated Subbase Course	1,492	1,492	TON	17.64	26,318.88	0.00
5	24" Rolled Gutter	1,714	1,714	LF	13.50	23,139.00	0.00
6	Chip and Seal	1,690	1,690	SY	2.50	4,225.00	0.00
7	Temporary Turn Around	1,500	1,500	EA	1.00	1,500.00	0.00
						104,962.64	7,905.00
C ROADWAY - PRIVATE							
1	Clear and Grub	700	700	SY	1.25	875.00	0.00
2	Concrete Driveway	6,297	6,297	SF	2.00	12,594.00	0.00
3	Base Course	228	228	TON	19.73	4,498.44	0.00
4	Untreated Subbase Course	304	304	TON	17.64	5,362.56	0.00
						23,330.00	0.00
D SANITARY SEWER							
1	8" PVC Sanitary Sewer SDR 35	630	630	LF	36.63	23,076.90	23,076.90
2	4" PVC Sanitary Sewer Lateral	8	8	EA	670.05	5,360.40	5,360.40
3	4' Diameter Sanitary Sewer Manhole	3	3	EA	3,133.33	9,399.99	9,399.99
4	Connect to Existing	1	1	EA	500.00	500.00	500.00
5	4" Lateral for Future Use	170	170	EA	25.71	4,370.70	4,370.70
						42,707.99	42,707.99
E CULINARY WATER							
1	8" Water Main	620	620	LF	33.20	20,584.00	0.00
2	8" Bends	2	2	EA	619.91	1,239.82	0.00
3	Connect To Existing	1	1	EA	1,766.71	1,766.71	0.00
4	Water Laterals	8	8	EA	1,548.75	12,390.00	0.00
5	8" Gate Valve	1	1	EA	1,812.89	1,812.89	0.00

6	Fire Hydrant Assembly	1	1	EA	5,326.16	5,326.16	0.00
7	Temporary Blow off	1	1	EA	1,089.95	1,089.95	0.00
8	Fire Hydrant Flags	1	1	EA	30.00	30.00	0.00
9	Meter Boxes	8	8	EA	50.00	400.00	0.00
10	Waterline chlorination and testing	1	1	EA	1,000.00	1,000.00	0.00
						45,639.53	0.00
F	SECONDARY WATER						
1	4" Secondary Water Main	630	630	LF	12.95	8,158.50	0.00
2	Connect to Existing	1	1	EA	1,381.69	1,381.69	0.00
3	4" Gate Valve	1	1	EA	1,131.24	1,131.24	0.00
4	4" Bends	4	4	EA	551.82	2,207.28	0.00
5	Single Service	1	1	EA	1,016.54	1,016.54	0.00
6	Temporary Drain	1	1	LF	1,396.86	1,396.86	0.00
						15,292.11	0.00
G	STORM WATER						
1	12" PVC C900	155	155	LF	38.65	5,990.75	2,319.00
2	10" PVC C900	150	150	LF	45.00	6,750.00	0.00
3	8" PVC C900	196	196	LF	45.00	8,820.00	0.00
4	6" PVC C900	151	151	LF	45.00	6,795.00	0.00
5	6" PVC Perforated	110	110	LF	45.00	4,950.00	0.00
6	1' Inline Drain Box	4	4	EA	2,500.00	10,000.00	0.00
7	2' x 2' Storm Drain Box	7	7	EA	1,292.80	9,049.60	1,292.80
8	3' x 3' Storm Drain Box	2	2	EA	2,671.57	5,343.14	5,343.14
9	Drainage Ditch	245	245	LF	3.00	735.00	0.00
						58,433.49	8,954.94
H	STORM WATER PROTECTION						
1	Silt Fence	625	625	LF	2.64	1,650.00	1,650.00
						1,650.00	1,650.00
I	OTHER SITE COSTS						
1	Landscaping	1	1	EA	41,728.00	41,728.00	0.00
						41,728.00	0.00
	TOTAL					457,432.75	125,876.03
	10% Contingency					45,743.28	
	Non Reimbursed Costs					300.00	
	TOTAL ESCROW					377,600.00	
J	NON REIMBURSED COSTS						
1	Combo Street/Stop Signs	2	2	EA	150.00	300.00	
2	Street Signs	0	0	EA	100.00	0.00	
						300.00	

Exhibit C
-Exhibito



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 \$377,600.00 which said sum said Escrow Agent is holding in escrow to guarantee the installation and completion, according to Ordinance, of all on and or off-site improvements, as specified in Exhibit "B" on the following described tracts of land in Weber County, Utah to wit:

LEGAL DESCRIPTION: The Ridge Townhomes Phase 2

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 16 day of NOVEMBER, 2015.

JARED ANDERSEN
Escrow Agent

[Signature]
Signature

WEBER COUNTY ENGINEER
Title



Weber County

State Of Utah)

ss:

County Of Weber)

On the 16th day of NOVEMBER, 2015 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:

Weber County Attorney

Date

Approved:

Chairperson, Weber County Commission

Date

Attest:

Weber County Clerk

Date

Exhibit D

When Recorded Return To:
Ridge Utah Development Corp.
3718 North Wolf Creek Dr.
Eden, Ut 84310

WEBER COUNTY SURVEY MONUMENTATION IMPROVEMENT AGREEMENT

1. **Parties:** The parties to the Survey Monumentation Improvement Agreement (“the Agreement”) are **Ridge Utah Development Corp.** (“the Developer”) and the Weber County Surveyor (“the County Surveyor”).
2. **Effective Date:** The Effective Date of the Agreement will be the date that the County Surveyor or his Authorized Agent signs this agreement or other dates as specified herein.

RECITAL

WHEREAS, the Developer seeks permission to subdivide property within the area of Weber County, to be known as The Ridge Townhomes Phase 2 (“the Subdivision”), which property is shown and described on the submitted plat maps for review by the County Surveyor, and upon final approval of the Subdivision by the County Commission the final approved subdivision plat shall be made a part hereof and incorporated herein (the “Plat”); and

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

WHEREAS, the purpose of this Agreement is to protect the County from the cost of completing subdivision monumentation improvements and is not executed for the benefit of material, men, laborers, surveyors or others providing work, services or material to the Subdivision or for the benefit of lot or home buyers in the Subdivision; and

WHEREAS, the mutual promises, covenants, and obligations contained in this Agreement are authorized by state law and the County’s Subdivision Ordinance 106-4-1;

THEREFORE, the Parties hereby agree as follows:

DEVELOPER’S OBLIGATIONS

3. **Improvements:** The Developer will construct and install, at his own expense, those on-site and off-site subdivision monuments or improvements as shown on the final approved subdivision plat and/or as specifically required by the County Surveyor (“the Improvements”). The Developer’s obligation to complete the Improvements will arise upon final plat approval by

the Weber County Commission, will be independent of any obligations of the County contained herein and will not be conditioned on the commencement of construction in the development or sale of any lots or improvements within the development.

4. **Security:** To secure the performance of their obligations hereunder, the Developer shall comply with County Ordinance 106-4-3-(f) by depositing with the County Surveyor, on or prior to the date which the County Surveyor signs and seals his approval block on the subdivision plat, an amount, **payable by check or cash**, to the County Surveyor equal to the estimated cost(s) as contained in the Subdivision Monumentation Letter (“the Letter”) which Letter is prepared during the County Surveyor’s subdivision review process and prior to the deposit requirement. All terms or conditions of that letter are incorporated herein and made part hereof.

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

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

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

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

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

BA
Initials

COUNTY SURVEYOR'S OBLIGATIONS

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

11. **Inspection and Certification:** Upon notification by the Developer as required in paragraph 7 above, the County Surveyor will inspect the Improvements. If acceptable to the County Surveyor, he shall authorize a release of the available Escrow deposit (which deposit does not include the checking fee).

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

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

the date of the release of Escrow funds. Additionally, acceptance of the Improvements(s) is also based on proper execution of and recording of the Perpetual Easement document.

14. **Reduction of Security:** After the acceptance of any Improvement, the amount which the County Surveyor is entitled to draw on the Escrow deposit may be reduced by an amount equal to 90% of the available Escrow on deposit. At the request of the Developer, the County Surveyor will execute a certificate of release verifying the acceptance of the Improvement(s) and waiving its right to draw on the Escrow to the extent of such amount specified in the certificate. A Developer in default under this Agreement will have no right to such a certificate. Upon the Acceptance of all of the Improvements, the balance that may be drawn under the Escrow will be available to the County Surveyor for 90 days after expiration of the Warranty Period. After said 90 days any Escrow on deposit which has not been requested in accordance with paragraph 7 above shall be deemed forfeited and become the property of the County Surveyor to be deposited in the Public Land Corner Preservation Fund in accordance with UCA 17-23-19.

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

16. **Events of Default:** The following conditions, occurrences or actions will constitute a default by the Developer during the Construction Period:

- a. Developer's failure to commence construction of the street monument Improvements subsequent to the installation of the asphalt in accordance with the terms of paragraph 7 above;
- b. Developer's failure to complete construction of the Improvements within one year of the installation of the asphalt in accordance with the terms of paragraph 7 above;
- c. Developer's failure to cure the defective construction of any Improvement within the applicable cure period;
- d. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer;
- e. Foreclosure of any lien against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure.

The County Surveyor may not declare a default until written notice has been issued to the Developer.

17. **Measure of Damages:** The measure of damages for breach of this Agreement will be the reasonable cost of completing the Improvements. For Improvements upon which construction has not begun, the amount of Escrow funds on deposit with the County Surveyor will be prima facie evidence of the minimum cost of construction; however, neither that amount or the amount of the Escrow establishes the maximum amount of the developer's liability which may include but not limited to survey costs, as established by the County Surveyor, to retrace and locate the position of the unfinished Improvements. The County Surveyor will be entitled to complete all Improvements at the time of default regardless of the extent to which Improvement(s) have been installed or whether installation ever commenced. **No partial release**

of funds will be authorized for any partial completion of the Improvements.

18. **County Surveyor's Rights Upon Default:** When any event of default occurs, the County Surveyor may draw the full amount of the Escrow and Checking fees for each and all Improvements. The County Surveyor will have the right to complete Improvements himself or contract with a third party for completion and utilize any escrow funds available to compensate for the installation. Alternatively, the County Surveyor may assign the proceeds of the Escrow to a subsequent developer who has acquired the Subdivision by purchase, foreclosure or otherwise who will then have the same rights of completion as the County Surveyor if and only if the subsequent developer agrees in writing to complete the unfinished Improvements. In addition, the County may suspend final plat approval. These remedies are cumulative in nature except that during the Warranty Period, should the defects fail to be cured within 30 days of notice, the County's remedy is the same as outlined in paragraph 17 above and will be to draw funds under the Escrow deposit retainer.

19. **Indemnification:** The Developer hereby expressly agrees to indemnify and hold the County Surveyor harmless from and against all claims, costs and liability of every kind and nature, for the injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to the Agreement. The Developer further agrees to aid and defend the County in the event that the County is named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer. The Developer is not an agent or employee of the County.

20. **No Waiver:** No Waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to the Agreement signed by both County Surveyor and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvement.

21. **Amendment or Modification:** The parties to the Agreement may amend or modify this Agreement only by written instrument executed by the County Surveyor and by the Developer or his authorized agent. Such amendment or modification will be properly notarized before it may be effective.

22. **Attorney's Fees:** Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees from the opposing party. If the court, arbitrator, or mediator awards relief to both parties, each will bear its own costs in their entirety.

23. **Vested Rights:** The County does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the County, if any, before the Developer is entitled to commence development of the Subdivision or to transfer ownership of property in the

Subdivision.

24. **Third Party Rights:** No person or entity who or which is not a party to the Agreement will have any right of action under this Agreement, except that if the County does not exercise its rights within 60 days following knowledge of an event of default, a purchaser of a lot or home in the Subdivision may bring an action in mandamus to compel the County to exercise its rights.

25. **Scope:** This Agreement constitutes the entire agreement between the parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this Agreement will be binding on the parties.

26. **Time:** For the purpose of computing the Commencement, Abandonment, and Completion Periods, and time periods for County action, such times in which civil disaster, acts of God, or extreme weather conditions occur or exist will not be included if such times prevent the Developer or County from performing his/its obligations under the Agreement.

27. **Severability:** If any part, term or provision of the Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

28. **Benefits:** The benefits of the Agreement to the Developer are personal and may not be assigned without the express written approval of the County Surveyor. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the County to assign its rights under this Agreement. The county will release the original developers Escrow to the Developer if it accepts new security from any developer who obtains the Property. However, no act of the County will constitute a release of the original developer from this liability under this Agreement.

29. **Notice:** Any notice of default required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

If to Developer (Attn)
(Address)

**Ridge Utah Development Corp.
3718 North Wolf Creek Dr.
Eden, Ut 84310**

If to County

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

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

31. **Immunity:** Nothing contained in this agreement constitutes a waiver of the Countys sovereign immunity under any applicable state law.

32. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement will be deemed to be proper only if such action is commenced in District Court for Weber County. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

EXHIBIT 'A' - Description of Property Being Subdivided.

BOUNDARY DESCRIPTION

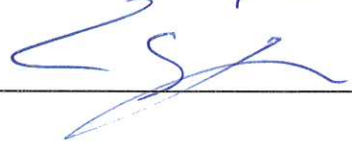
A PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE BOUNDARY LINE OF THE RIDGE TOWNHOMES PHASE 1 BEING LOCATED SOUTH 89°09'42" EAST 509.59 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER AND SOUTH 00°00'00" EAST 68.15 FEET FROM THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; RUNNING THENCE NORTH 78°10'06" EAST 87.67 FEET; THENCE ALONG THE ARC OF A 430.00 FOOT RADIUS CURVE TO THE RIGHT 410.60 FEET, HAVING A CENTRAL ANGLE OF 54°42'39", CHORD BEARS SOUTH 74°28'35" EAST 395.18 FEET; THENCE SOUTH 47°07'15" EAST 123.87 FEET; THENCE SOUTH 42°52'45" WEST 60.00 FEET; THENCE SOUTH 62°48'50" WEST 48.19 FEET; THENCE NORTH 89°13'42" WEST 26.79 FEET; THENCE NORTH 78°56'27" WEST 55.93 FEET; THENCE NORTH 86°56'20" WEST 93.96 FEET; THENCE NORTH 77°03'57" WEST 120.62 FEET TO THE BOUNDARY LINE OF SAID THE RIDGE TOWNHOMES PHASE 1 THE FOLLOWING SEVEN (7) COURSES: (1) NORTH 03°17'18" WEST 32.67 FEET; (2) NORTH 54°20'13" WEST 71.40 FEET; (3) NORTH 28°07'50" WEST 26.77 FEET; (4) NORTH 70°03'52" WEST 70.68 FEET; (5) SOUTH 17°53'00" WEST 13.00 FEET; (6) NORTH 72°07'00" WEST 22.27 FEET; (7) NORTH 11°49'54" WEST 80.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.575 ACRES.

RIDGE UTAH DEVELOPMENT CORP.
(Type capacity or Name of each signatory)

ERIC HOUSEHOLDER / OFFICER



INDIVIDUAL ACKNOWLEDGMENT

State of Utah)
 SS
County of Weber)

On the _____ day of _____ A.D. 20__ 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: _____, Utah

CORPORATE ACKNOWLEDGMENT

State of Utah)
 SS
County of Weber)

On the 7th day of September A.D. 2015 personally appeared
before me Eric Householder duly sworn, did say that he/she is the
of Ridge Utah Development Corp., 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: Eden, Utah



Lisa Tucker

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

_____ day of _____ 20____

Kerry Gibson, Chair

ATTEST: _____

Ricky Hatch, CPA
Weber County Clerk / Auditor