WEBER COUNTY SUMMARY CONTRACT SHEET

CONTRACT NO._

The Originating Department and Preliminary Approval Sections must be completed BEFORE submitting contract for the agenda.

TYPE OF CONTRACT:	ew		hange Order to (Contract #		
CONTRACTOR/VENDOR: Ba	rrow Land and Livestock, L	.LC, a Utah Lim	ted Liability Compa	any		
Address: 6797 West 900 South						
Phone: Ogden C	Contact Person: Dean Bar	row	and the same of th			
W-9 Attached N/A	Email: lindabar	row0419@gn	nail.com			
CONTRACT TITLE: Vaquero	Village Cluster Subd	ivision Phas	e 1			
PURPOSE: Subdivision improvement	guarantee agreeme	ent for the \	/aquero Villag	e Cluster Subdivision		
# OF ORIGINALS ENCLOSED:	at least 2 or 1/entity: 1	ALL ATTACHMENTS INCLUDED: ■Yes □No				
EFFECTIVE DATE: 4/24/2018		TERMINAT	TERMINATION DATE: 4/24/2019			
ORG: 60890000	OBJECT:		PROJECT: Subo	division Improvements Bond		
AMOUNT BY YEAR: \$409,88	☐ Revenue ☐ One-Time ☐ Ongoing					
COMMISSION PRESENTER + P.	HONE #: Ronda Kipper	n 801-399-87	68			
SPECIAL INSTRUCTIONS/COMMENTS:	PRELIMINA		ALS			
DEPTARTMENT HEAD APPROV	YED BY:	DATE APPROVED:		RECOMMENDED YES ONO		
COUNTY ATTORNEY APPROV	She Count	DATE APPROVED:	20/18	REVISIONS NECESSARY YES ONO		
PURCHASING:				COMPLIES W/ PURCHASING POLICIES YES NO A		
COMPTROLLER: APPROV	DATE APPROVED:	20/18	BUDGET AVAILABLE: YES NO MA			
COMMENTS: EScrew agreen	COUNTLY COM	MISSION API	PROVAL	· · · · · · · · · · · · · · · · · · ·		
		VIISSION AFI	ROVAL	4/20/219		
COMMISSION APPROVAL:	Olm Jan		<u> </u>	DATE APPROVED: 4/24/2018		
VOTING RECORD: Ebert MA	y Gibson Ay	Harvey	Ay.l			
	ORIGINAL CONTRAC			'S OFFICE		



W2917621

WEBER COUNTY IMPROVEMENTS GUARANTEE AGREEMENT

4/24/2018

THIS AGREEMENT (herein "Agreement") is entered into this 23 day of 1000, 2018,						
****PARTIES****						
"APPLICANT": Barrow Land and Livestock, LLC, a Utah limited liability company,						
address: 6797 West 900 South City: Ogden State: Utah zip: 84050 telephone: (801) 941-2241.						
"COUNTY": Weber County, a political subdivision of the State of Utah, 2380 Washington BLVD, Ogden, UT 84401, (801) 399-8374. ***** RECITALS*****						
WHEREAS, APPLICANT desires to post the following improvement guarantee(s) (check):						
□ Off-site improvement guarantee						
XX On-site improvement guarantee						
with the COUNTY for <u>Vaquero Village Cluster Subdivision Phase 1</u> (description or name of Project) located at 7110 West 900 South Ogden, UT 84404						
(address of Project)						
WHEREAS, COUNTY ordinances require APPLICANT to guarantee the construction of certain improvements prior to either the recordation of the above described subdivision plat or the actual issuance of any permit(s) or approval(s) related to the above-described Project; and						
WHEREAS, the terms of either the subject subdivision plat approval or the issuance of the subject permit(s)/approval(s) require APPLICANT to complete the following improvements, (herein "the Improvements") (check one and complete):						
□ specified in ExhibitB, attached hereto and incorporated herein by this reference;						
- or -						
described as follows:; and						
WHEREAS, COUNTY will not record the subject subdivision or grant the subject permit(s)/approval(s) until adequate provision has been made to guarantee completion of the Improvements and to warrant the Improvements shall be maintained and remain free from any defects or damage, which improvements and required warranty are estimated to cost the amount set forth herein, and which improvements shall						

be installed in accordance with the specifications of COUNTY, and inspected by COUNTY;

NOW THEREFORE, For good and valuable consideration, the parties agree as follows:

* * * * * TERMS AND CONDITIONS * * * * *

- 1. **PURPOSE FOR AGREEMENT.** The parties hereto expressly acknowledge that the purpose of this Agreement is not only to guarantee the proper completion of the Improvements named herein, but also, among other things, to eliminate and avoid the harmful effects of unauthorized subdivisions and other land developments which may leave property or improvements improperly completed, undeveloped or unproductive.
- 2. **UNRELATED OBLIGATIONS OF APPLICANT.** The benefits and protection of the Proceeds specified herein shall inure solely to COUNTY and not to third parties, including, but not limited to, lot purchasers, contractors, subcontractors, laborers, suppliers, or others. COUNTY shall not be liable to claimants or others for obligations of APPLICANT under this Agreement. COUNTY shall further have no liability for payment of any costs or expenses of any party who attempts to make a claim under this Agreement, and shall have under this Agreement no obligation to make payments to, give Notices on behalf of, or otherwise have obligations to any alleged claimants under this Agreement.
- 3. AGREEMENT DOCUMENTS. All data which is used by COUNTY to compute the cost of or otherwise govern the design and installation of the Improvements is hereby made a part of this Agreement, and is incorporated herein by this reference. This Agreement incorporates herein by reference any subject subdivision plat, plan, construction drawing, permit, condition of approval, and any and all other relevant data and specifications required by the Weber County Land Use Code.
- 5. **FEES.** APPLICANT agrees to pay all Fees required by COUNTY for the entire Project prior to the issuance of any subsequent permit or approval within the Project.
- 6. **SPECIFIC PERFORMANCE.** APPLICANT has entered into this Agreement with COUNTY for the purpose of guaranteeing construction of the Improvements and payment of the Fees. COUNTY shall be entitled to specifically enforce APPLICANT'S obligation under this Agreement to construct and install the Improvements in a manner satisfactory to COUNTY, and to pay the Fees.
- 7. APPLICANT'S INDEPENDENT OBLIGATION. APPLICANT EXPRESSLY ACKNOWLEDGES, UNDERSTANDS AND AGREES that its obligation to complete and warrant the Improvements and pay the Fees and fulfill any other obligation under this Agreement, COUNTY ordinances, or other applicable law is independent of any obligation or responsibility of COUNTY, either express or implied. APPLICANT agrees that its obligation to complete and warrant the Improvements and pay the Fees is not and shall not be conditioned upon the commencement of actual construction work in the subdivision or development or upon the sale of any lots or part of the subdivision or development. APPLICANT further acknowledges (a) that its contractual obligation to complete and warrant the Improvements and pay the Fees pursuant to this Agreement is independent of any other remedy available to COUNTY to secure proper completion of

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the Improvements and payment of the Fees; (b) that APPLICANT shall not assert as a defense that COUNTY has remedies against other entities or has other remedies in equity or at law that would otherwise relieve APPLICANT of its duty to perform as outlined in this Agreement or preclude COUNTY from requiring APPLICANT'S performance under this Agreement; (c) that APPLICANT has a legal obligation, independent of this Agreement, to timely complete and pay for the Improvements in full and timely pay the Fees in full; and (d) should APPLICANT Default under this Agreement in any degree, APPLICANT agrees to compensate COUNTY for all costs, including Incidental Costs, related to APPLICANT'S failure to perform its obligation to complete and warrant the Improvements or pay the Fees to the extent that such costs are not adequately covered by the Proceeds ("Proceeds" defined in paragraph 10).

- 8. **INCIDENTAL COSTS.** "Incidental Costs," as used in this Agreement, shall mean engineering and architect fees, administrative expenses, court costs, attorney's fees (whether incurred by in-house or independent counsel), insurance premiums, mechanic's or materialmen's liens, and any other cost and interest thereon incurred by COUNTY, occasioned by APPLICANT'S Default under this Agreement.
- 9. **DEFAULT.** "Default," as used in this Agreement, shall mean, in addition to those events previously or subsequently described herein, a party's failure to perform, in a timely manner, any obligation, in whole or in part, required of such party by the terms of this Agreement or required by COUNTY ordinance or other applicable law. In addition, the following shall also be considered Default on the part of APPLICANT: APPLICANT'S abandonment of the Project, as determined by COUNTY; APPLICANT'S insolvency, appointment of a receiver, or filing of a voluntary or involuntary petition in bankruptcy; APPLICANT'S failure to file with COUNTY a renewed Financial Guarantee, as defined in paragraph 10, more than 60 days before a Financial Guarantee will expire, unless APPLICANT'S obligations have been terminated under paragraph 36(b); APPLICANT'S Escrow Repository's or Financial Institution's insolvency, appointment of a receiver, filing of a voluntary or involuntary petition in bankruptcy, or failure to perform under the terms of this agreement; the commencement of a foreclosure proceeding against the Project property; or the Project property being conveyed in lieu of foreclosure.

The occurrence of such shall give the other party or parties the right to pursue any and all remedies available at law, in equity, or otherwise available pursuant to the terms of this Agreement. Only the parties hereto are authorized to determine Default. Default shall not be declared prior to the other party receiving written notice.

10. **GUARANTEE OF IMPROVEMENTS.** APPLICANT hereby files, as an independent guarantee (herein "Financial Guarantee") with COUNTY for the purpose of insuring construction and installation of the Improvements and payment of the Fees, one of the following (check one and complete applicable information):

XX CASH CERTIFICATE identified by the following:

yor energe entry the form of the following.
Escrow Account: 407130002
Escrow Account Repository: Weber County
J
□ IRREVOCABLE LETTER OF CREDIT (herein the "Letter of Credit"), identified by the following
Letter of credit account or number:
Financial Institution:

The Financial Guarantee shall be in the amount of one hundred ten percent (110%) of the County Engineer's Cost Estimate (see also Exhibit <u>A</u> attached hereto). The Escrow Certificate or Letter of Credit shall be issued in favor of COUNTY to the account of APPLICANT herein, in the amount of \$409, 888.55 (herein the "Proceeds"), and is made a part of this Agreement as Exhibit <u>C</u> (Escrow Certificate or Letter of Credit).

- 11. PARTIAL RELEASE OF PROCEEDS. As the Improvements are initially accepted by COUNTY and the Fees are paid, the APPLICANT may submit written request to COUNTY for authorization for a partial release of Proceeds. APPLICANT is only entitled to make a request once every 30 days. The amount of any release shall be determined in the sole discretion of COUNTY. No release shall be authorized by COUNTY until such time as COUNTY has inspected the Improvements and found them to be in compliance with COUNTY standards and verified that the Fees have been paid. Payment of Fees or completion of Improvements, even if verified by COUNTY, shall not entitle APPLICANT to an automatic authorization for a release of the Proceeds. At no time may APPLICANT request a release of funds directly from Escrow Account Repository or Financial Institution.
- 12. **NOTICE OF DEFECT.** COUNTY will provide timely notice to APPLICANT whenever an inspection reveals that an Improvement does not conform to the standards and specifications shown on the Improvement drawings on file in COUNTY's Engineering and Surveyor's Office or is otherwise defective. The APPLICANT will have 30 days from the issuance of such notice to cure or substantially cure the defect.
- 13. **FINAL ACCEPTANCE.** Notwithstanding the fact that Proceeds may be released upon partial completion of the Improvements, neither any partial release nor any full release of the Proceeds shall constitute final acceptance of the Improvements by COUNTY. Final acceptance of the Improvements shall be official only upon written notice to APPLICANT from COUNTY expressly acknowledging such and only after APPLICANT provides a policy of title insurance, where appropriate, for the benefit of the County showing that the APPLICANT 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.
- 14. WARRANTY OF IMPROVEMENTS. Following initial acceptance of the Improvements, APPLICANT hereby warrants that the Improvements shall be maintained by APPLICANT and remain free from defects or damage as determined by COUNTY, such that the Improvements continue to meet COUNTY standards for 1 year following said initial acceptance.
- 15. **RETAINAGE.** APPLICANT expressly agrees that, notwithstanding any partial release of any of the Proceeds, the Proceeds shall not be released below 10% of the estimated cost of the Improvements (herein the "Retainage"), as specified herein, for the timeframe specified in paragraph 14. The Retainage shall be held to insure that the Improvements do not have any latent defects or damage as determined by COUNTY, such that the Improvements do not continue to meet COUNTY standards for the timeframe specified in paragraph 14. Notwithstanding said Retainage, APPLICANT shall be responsible for bringing any substandard, defective, or damaged Improvements to COUNTY standard if the Retainage is inadequate to cover any such Improvements.
- 16. APPLICANT INDEMNIFICATION. APPLICANT agrees to indemnify, defend, and save harmless COUNTY, its elected officials, officers, employees, agents, and volunteers from and against any and all liability which may arise as a result of the installation of the Improvements prior to COUNTY'S initial acceptance of the Improvements as defined herein, and from and against any and all liability which may arise as a result of any Improvements which are found to be defective during the warranty period covered by this Agreement. With respect to APPLICANT'S agreement to defend COUNTY, as set forth above, COUNTY shall have the option to either provide its own defense, with all costs for such being borne by APPLICANT, or require that APPLICANT undertake the defense of COUNTY.

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- 17. FINAL RELEASE OF PROCEEDS. In the event the Improvements have been installed to the satisfaction of COUNTY and the Fees have been paid pursuant to this Agreement and COUNTY ordinances within the above stated time period(s), COUNTY agrees to execute a written release to Escrow Account Repository or Financial Institution of the remaining Proceeds.
- 18. **DEMAND FOR AND USE OF PROCEEDS.** In the event APPLICANT fails to install Improvements to the satisfaction of COUNTY, or the Fees are not paid pursuant to this Agreement and COUNTY ordinances within the above stated time period(s), or APPLICANT Defaults on any obligation under this Agreement or COUNTY ordinances, as determined at the sole discretion of COUNTY, COUNTY shall send Notice of APPLICANT'S Default to Escrow Account Repository or Financial Institution with a written demand for the release of Proceeds. COUNTY may, at its sole discretionary option, use and expend all the Proceeds or such lesser amount as may be estimated by COUNTY to be necessary to complete Improvements, pay Fees, and/or reimburse COUNTY for Incidental Costs as required herein. COUNTY may, at its sole discretionary option, convert the Proceeds to a COUNTY held cash escrow for future satisfactory installation of Improvements.
- 19. **INADEQUATE PROCEEDS.** If the Proceeds are inadequate to pay the cost of the completion of the Improvements according to COUNTY standards or to pay the Fees or to compensate for Incidental Costs, for whatever reason, including previous reductions, APPLICANT shall be responsible for the deficiency independent of the Financial Guarantee. Additionally, no further approvals, permits or business licenses shall be issued, and any existing approvals, permits or business licenses applicable to the location of the Improvements may be immediately suspended or revoked by COUNTY'S Community and Economic Development Director until the Improvements are completed and the Fees are paid, or, until a new guarantee acceptable to the COUNTY has been executed to insure completion of the remaining Improvements and payment of the Fees. Furthermore, the cost of completion of the Improvements shall include reimbursement to COUNTY for all costs including, but not limited to, construction costs and any Incidental Costs incurred by COUNTY in completing the Improvements or collecting the Proceeds.
- 20. ACCESS TO PROPERTY. Should COUNTY elect to use the Proceeds to complete the Improvements, APPLICANT herein expressly grants to COUNTY and any contractor or other agent hired by COUNTY the right of access to the Project property to complete the Improvements.
- 21. **IMPROVEMENT STANDARDS.** Improvements shall be done according to the specifications and requirements of the COUNTY. All work shall be subject to the inspection of COUNTY. Any questions as to conformity with COUNTY specifications or standards, technical sufficiency of the work, quality, and serviceability shall be decided by the County Engineer. The County Engineer's decision shall be final and conclusive.
- 22. SUBSTANDARD IMPROVEMENTS. Should any Improvements prove to be substandard or defective within the timeframe specified in paragraph 14, COUNTY shall notify APPLICANT in writing of such substandard or defective Improvements. APPLICANT shall then have 15 days from Notice from the COUNTY in which to commence repair of the Improvements, and a reasonable amount of time, as determined by COUNTY, which shall be specified in the Notice, to complete repair of the Improvements. Should APPLICANT fail to either commence repair of the Improvements or complete repair of the Improvements within the required time periods, COUNTY may exercise its option to remedy the defects and demand payment for such from APPLICANT, should the Proceeds be insufficient to cover the costs incurred by COUNTY.
- 23. **INSURANCE.** Should COUNTY elect to install, complete, or remedy any defect or damage in the Improvements, APPLICANT shall be responsible for the payment of the premium for an insurance policy covering any liability, damage, loss, judgment, or injury to any person or property, including, but not

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limited to, damage to APPLICANT or its property as a result of the work of any contractor or agent hired by COUNTY to complete or remedy the Improvements. The minimum dollar amount and the scope of coverage of the insurance policy shall be determined and set by COUNTY. APPLICANT shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents for any liability which exceeds the insurance policy limit. COUNTY, at its option, may collect and expend the Proceeds to make the premium payments should APPLICANT fail to pay said premium. No permit, approval or business license shall be issued by COUNTY, and any existing permit, approval, or business license shall be suspended until said premium is initially paid and a bond is in place to cover subsequent payments.

- 24. **NOTICE.** Notice to any party herein shall be mailed or delivered to the address shown in this Agreement. The date Notice is received at the address shown in this Agreement shall be the date of actual Notice, however accomplished.
- 25. **MECHANIC/MATERIAL LIENS.** Should COUNTY elect to complete or remedy the Improvements, APPLICANT shall indemnify, defend, and hold harmless COUNTY from and against any liability which exceeds the Proceeds for the payment of any labor or material liens as a result of any work of any contractor (including subcontractors and materialmen of any such contractor or agent) hired by COUNTY or which may arise due to either a defect in or failure of this Agreement or insufficient Proceeds to cover such costs.
- 26. **WAIVER.** The failure by any party to insist upon the immediate or strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a Default thereof shall not constitute a waiver of any such Default or any other covenant, agreement, term, or condition. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring Default.
- 27. **ATTORNEY'S FEES.** In the event there is a Default under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith, either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party, and, in addition, such costs and expenses as are incurred in enforcing this Agreement.
- 28. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement. In case either party shall Default on its obligations at the time fixed for the performance of such obligations by the terms of this Agreement, the other party may pursue any and all remedies available in equity or law.
- 29. **GOVERNING LAW.** This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall be further governed by COUNTY ordinances in effect at the time of the execution of this Agreement. However, the parties expressly acknowledge that any subdivision or other development regulations enacted after the execution of this Agreement, which are reasonably necessary to protect the health, safety, and welfare of the residents of COUNTY, shall also apply to the subdivision or development which is the subject of this Agreement.
- 30. **SUCCESSORS.** "APPLICANT" and "COUNTY," as used in this Agreement, shall also refer to the heirs, executors, administrators, successors, or assigns of APPLICANT and COUNTY respectively.
- 31. **INDUCEMENT.** The making and execution of this Agreement has been induced by no representations, statements, warranties, or agreements other than those herein expressed.
- 32. **INTEGRATION.** This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter herein.

- 33. **MODIFICATION.** Except as otherwise authorized by this Agreement, this instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.
- 34. **CAPTIONS.** The titles or captions of this Agreement are for convenience only and shall not be deemed in any way to define, limit, extend, augment, or describe the scope, content, or intent of any part or parts of this Agreement.
- 35. **SEVERABILITY.** If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.

36. TERMINATION.

- (a) APPLICANT cannot unilaterally terminate its obligations under this Agreement.
- (b) If, under the terms of this Agreement, COUNTY releases the full amount of the Proceeds or demands and receives the full remaining amount of the Proceeds, then APPLICANT'S obligations under paragraphs 4 and 10 shall terminate.
- (c) All rights and obligations in this Agreement that are not terminated under sub-paragraph (b) shall survive until all applicable statutes of limitations have run with respect to the types of claims that may be associated with those rights and obligations.
- (d) The entire Agreement shall terminate when all applicable statutes of limitations have run or when the parties jointly execute an agreement to terminate this Agreement.
- 37. **CONFLICT.** Any conflict between this Agreement and its exhibits or any other document shall be interpreted against the exhibit or other document and in favor of statements made in the numbered paragraphs of this Agreement.

"APPLICANT"	
By: Linda & Barrow Applicant Signature	3/23/18/ Date
Title: Member (Signature must be notarized on following pages.)	801 - 941-2241
By: Aun Ham Commission Chair ATTEST: Sand	4 24 2018 Date 4 24 2018
County Clerk	Date:
APPROVED AS TO CONTENT;	
By Planning Division Director	4/18/18 Date
By County Engineer	4/18/18 Date 4/19/18 Date
By County Treasurer	Date
APPROVED AS TO FORM:	J (
By County Attorney	Date 18

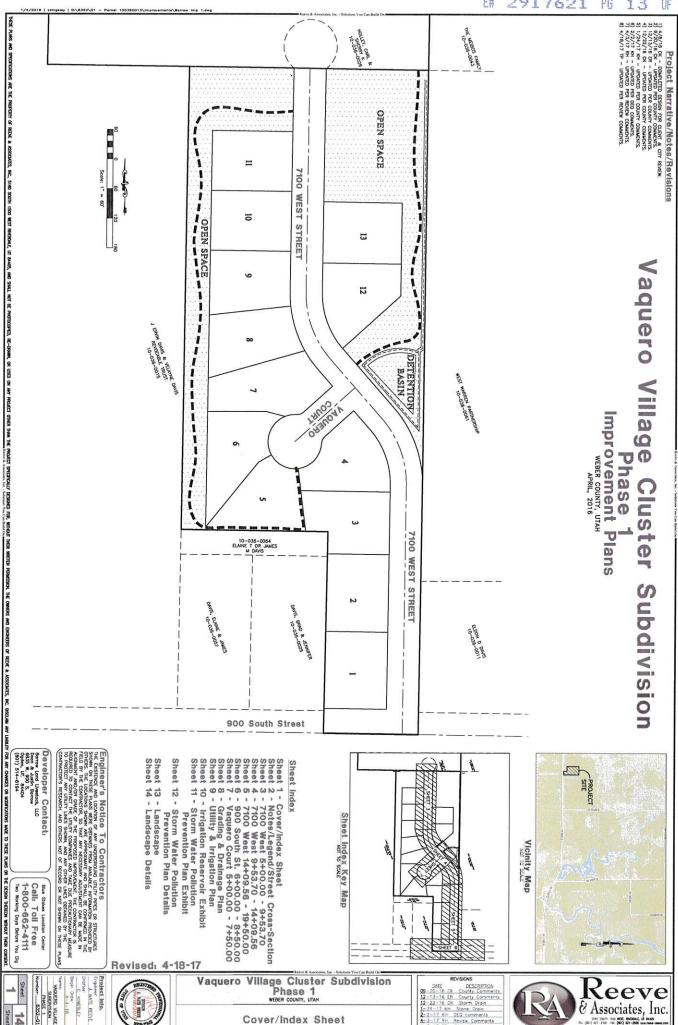
WHEREUPON, the parties hereto have set their hands the day and year first above written.

COMPLETE ONLY IF AFFLICANT IS A LIMITED LIABILITY COMPANY	
State of Hell	
County of School Section (Section 1)	
On this 23 day of	be
DIANA SCHWENKE NOTARY PUBLIC - STATE OF UTAH COMMISSION# 698367	

Exhibit A: County Engineer-Approved Cost Estimate

Street Signs Combo Sign Sign	2 EA 1 EA		270.00 250.00	\$ \$	540.00 250.00		\$	540.00 250.00
Total				\$	790.00	\$ =	\$	790.00
Culinary Water Test and Chlorinate Hot Tap	1 EA 1 EA	\$	1,000.00	\$	1,000.00 3,000.00		\$	1,000.00 3,000.00
Total				\$	4,000.00	\$ -	\$	4,000.00
Grading and Paving 8" of Sub-base 6" Base 3" Asphalt 30" Curb & Gutter 4' Sidewalk ADA Truncated Dome Ramp Grade Det. Pond Temp Turnaround Chip and Seal	4000 TN 1400 TN 1411 TN 2700 LF 10800 SF 2 EA 1 LS 1 LS 8090 SY	5 5 5 5 5 5 5 5 5	11.75 19.75 75.00 13.00 2.65 650.00 5,000.00 2,000.00 2.50	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	47,000.00 27,650.00 105,825.00 35,100.00 28,620.00 1,300.00 5,000.00 2,000.00 20,225.00		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	47,000.00 27,650.00 105,825.00 35,100.00 28,620.00 1,300.00 5,000.00 2,000.00 20,225.00
Total				\$	272,720.00	\$ 3 3	\$	272,720.00
Storm Drain SDMH Junction Boxes 15" HDPE 24" HDPE	2 EA 4 EA 84 LF 734 LF	\$ \$ \$	2,500.00 1,400.00 21.00 28.00	\$ \$ \$ \$	5,000.00 5,600.00 1,764.00 20,552.00		\$ \$ \$ \$	5,000.00 5,600.00 1,764.00 20,552.00
Total				\$	32,916.00	\$ =	\$	32,916.00
Secondary Water Power Supply for Pumps Pump System	1 LS 1 LS	\$	13,200.00 7,500.00	\$	13,200.00 7,500.00		\$	13,200.00 7,500.00
Total	29			\$	20,700.00	\$ -	\$	20,700.00
Landscaping Trees Shrubs Seed Perennials Sprinkling system Pedestrian Trail	65 LS 15 LS 162637 LS 36 LS 1 LS 205 LS	\$ \$ \$ \$ \$ \$	200.00 35.00 0.10 20.00 700.00 28.25	\$ \$ \$ \$ \$ \$	13,000.00 525.00 16,263.70 720.00 700.00 5,791.25		\$ \$ \$ \$ \$	13,000.00 525.00 16,263.70 720.00 700.00 5,791.25
Total				\$	36,999.95	\$ -	\$	36,999.95
Mobilization				\$	4,500.00		\$	4,500.00
Subtotal 10% Contingecy					372,625.95 37,262.60		\$	37,262.60
Grand Total				\$ 4	409,888.55		\$ 4	409,888.55

Exhibit B: County Engineer-Approved Construction Drawings















General Notes

1. ALL CONSTRUCTION WAS STRETLY VILLOR THE STANDARDS AND SECTIONANDS BY FORTH BY, PRODUCT WASTERCTRON WITH AUGUST AND SECTIONANDS BY FORTH BY, PRODUCT WASTERCTRON STRETCH STANDARDS CONTROLLED BY STRETCH SOURCE AND SECTIONAND AND THE DESCRIPTION OF THE PRODUCT WASTERCTRON FOR THE STRETCH SOURCE BY STRETCH SOURCE BY SOURCE BY A CONSTRUCTION PRACTICES BY THE SECTION OF THE PRODUCT WASTERCTRON FOR THE STRETCH SOURCE BY STRETCH SOURCE BY SOURCE BY THE STRETCH SOURCE BY THE STRETCH SOURCE BY SOURCE BY A CONSTRUCTION FOR THE STRETCH SOURCE BY THE ST

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-EX.SS -- - EXISTING SANITARY SEWER LINE -EX.SD -- - EXISTING STORM DRAIN LINE

PROPOSED STORM DRAIN LINE

7

FIRE HYDRANT
 FLOW LINE

FINISHED GRADE PINISH PLOOR ELEVATION FENCE CORNER

X * FENCE LINE

PROPOSED MANHOLE

LINEAR FEET
 NATURAL GRADE

POWER/UTILITY POLE

- INVERT

- ORADE BREAK

-EX.W --- - EXISTING CULINARY WATER LINE

PROPOSED CULINARY WATER LINE

Legend

- PROPOSED SANITARY SEWER LINE

ECHANICAL RECIRED WHISH PROMINE OF EXCHING UNITY HERES SHALL BE CARE. IN THIS LINES AND ALL RECIRED WHICH DISTRICTS AND ALL RE

PLUG W/ 2" BLOW-OPF

STREET LIGHT PLUG & BLOCK EXISTING CATCH BASIN PROPOSED CATCH BASIN

₫

TOP OF FINISHED PLOOR TOP OF ASPHALT PROPOSED WATER METER

SS S

SANITARY SEWER

EXISTING OATE VALVE PROPOSED GATE VALVE PROPOSED SEWER CLEAN-OUT EXISTING MANHOLE EXISTING FIRE HYDRANT

RCP

Cullnary Water Notes: ALL MATERIALS THAT MAY CHEE IN CONFACT WITH DERWOND WITER, INCLUDING PERS, GASETIS, LIBERGANTS AND G-PRIORS, SMALE, BAY-CERRITED AS LEETING HE REQUIREMENTS OF MAYORS STANDARD AT, DERWOND WITER STEELD AS PROPRIED THE PERSON OF THIS CERTIFICATION, ALL COMPONENTS SHALL BE APPROPRIEDTY STANDARD WITER THE RES LOCAL STANDARD OF THE STANDARD OF THE PERSON O

> CUBIC FEET PER SECOND CUMIC PEET CURB & GUTTER SIGN

- GRAVEL SURFACE

OR ALTERNATE HID PAVING

- PROPOSED CONCRETE - PROPOSED ASPHALT PAVEMENT CATCH BASIN

 EXISTING ASPHALT PAVEMENT WATER METER - CULINARY WATER TOP OF SIDEWALK TOP OF FUMP ISLAND - TOP OF CONCRETE TOP BACK OF CURB STORM DRAIN · RIGHT-OF-WAY REINFORCED CONCRETE FIFE
RIM OF MANHOLE PUBLIC UTILITY EASEMENT

2. PRIL, JOHN, TITTINGS, WALES, AND THE PROPRIET SHALL CONSIDER OF MASK AND STANDED ST, AND DE APPLICABE.

SECTIONS OF MAN STANDARDS (CIG-42) AND HEROPOTH COSON AND CORD-OF HEROPOTH COSON AND CO

Erosion Control General Notes:

CONTRACTOR SHALL KEEP THE SITE WATERED TO CONTROL DUST. CONTRACTOR TO LOCATE A NEARBY HYDRANT FOR USE AND TO INSTALL TEMPORARY METER. CONSTRUCTION WATER COST TO BE INCLUDED IN BID. ALL ACCES TO PROPERTY WILL BE FROM PUBLIC REGIT—OF—WAYS, THE CONTRACTOR IS REQUIRED BY STATE AND TREDEM, REGULATIONS TO PREPARE A STORM MATER POLLUTION PREPARTION PLAN AND FILE A "NOTICE OF INTENT" WITH THE CONCERNING ACCIONES. THE CONTRACTOR SHALL MODIFY EROSION CONTROL MEASURES TO ACCOMMODATE PROJECT PLANNING WHEN GRADING OPERATIONS ARE COMPLETED AND THE DISTURBED GROUND IS LEFT *OPEN* FOR 14 DAYS OR MORE, THE AREA SHALL BE FURROWED PARALLEL TO THE CONTOURS. THE CONTRACTOR TO USE BEST MANAGERY PROCIECS FOR PROMINE EROSION CONTRACT, FOR CONSTRUCTION OF THE PROJECT, LAWFOUL, MOR WORKMANDER SHALL CONFIDENCE TO MORPHANDER SHALL CONTRACT ORDINANCES AND ALL WORK SHALL BE SHALED TO INSPECTION BY THE COUNTES, MASO INSPECTIONS WILL MANAGE THE ROBIT OF CONNECT HE FOULTES AS EXCELDED.

Maintenance

ALL BEST MANAGEMENT PRACTICES (BMP'S) SHOWN ON THIS PLAN MUST BE MAINTAINED AT ALL TIMES UNTIL PROJECT CLOSE-OUT.

SEDIMENT TRACKED ONTO PAYED ROADS MIST BE CLEMED UP AS SOOM AS PRACTICAL, BUT IN NO CASE LATER THAN THE END OF THE KORAUK, MORK DAY, THE CLEM UP WILL INCLUDE SREEDING OF THE TRACKED MATERIAL, PICKING IT UP, AND DEPOSITING IT TO A CONTINUED ASEA. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE—HALF THE HEIGHT OF BARRIER. THE CONTRACTOR'S RESPONSIBILITY SMALL INCLUDE MAKING BI-MEEDAY CHECKS ON ALL EROSION CONTROL LACSUREST TO DETERMINE IF REPARK OR SECULARY REMOVAL IS NECESSARY, CHECKS SHALL BE DOCUMENTED AND COPIES OF THE INSPECTIONS KEPT ON SITE.

ANY EXPOSED SLOPE THAT MILL REMAIN LURIQUICED FOR LONGER THAN 14 DAYS
STABLIZED BY ONE OF MORE OF THE FOLLWHIN, METHODS:
A) SPANING DISTURBED KREES WITH A TACOPIER VAN HYDROSEED
B) TRACHING STAWN FEREPROJULAR TO SLOPES
C) INSTALLING A LUGHT-MEIGHT, TEMPORARY EROSION CONTROL BLANKET
C)

AND RESIDENCE AS THE PROPERTY OF RECK & ASSOCIATION, HIS, \$100 SOUTH 1500 NEXT REPORTING INFORMACE, NO. SOUTH 1500 NEXT REPORTING INFORMACE, NO. SOUTH 1500 NEXT REPORTING INFORMACE AND INFORMACE AND

IRRIGATION D *6" SUB BASE (4"NINUS)—
*6" SUB BASE (4"NINUS)—
*6" BASE COURSE—
*6" BASE (4"NINUS)—
*6" BASE (4"N SLOPE-2X -CURB LINE 23'-6" Street Section (66' R.O.W.) CLEINARY DE AT 6'-0" FROM EDGE OF CURB & COLOTON BY THE COUNTY ENGLISHED BY THE COUNTY ENGINEER <u>:</u> THESE PARADENT HISTORIESS SYALL RE CONSIDERD AS MANUALS AND MAY RE RECEIVED BY THE COUNTY DEMORET MAY THE STREAM OF THE STREAM OF THE COUNTY DEMORET MAY THE STREAM OF THE COUNTY DEMORET MAY SEN AND MAY BE ADDRESS OF THE STREAM OF THE COUNTY DEMORET. COMPACTION TESTS ON BOTH SHE AND MAY SEN AND -PROMDE 4" THICKNESS OF 3/4" OR 1" GRAVEL BUSE COURSE UNCOR SOCKMUX, CHRYMAY APPROACHES AND CURB & GUTTER WIED SUBSCRUE IS CLAY OR C.B.R. IS LESS THAN 10 OR AS DIRECTED BY COUNTY ENGINEER SLOPE-23 PER FOOT

> Project Info. A MATE REDVE C KINGSLEY Date: 4-4-15

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PRECONTED" CHIP & SEAL

7" HOT MIX ASPHALT

5" (1" MINUS CRUSHED)

GRAVEL BASE COURSE

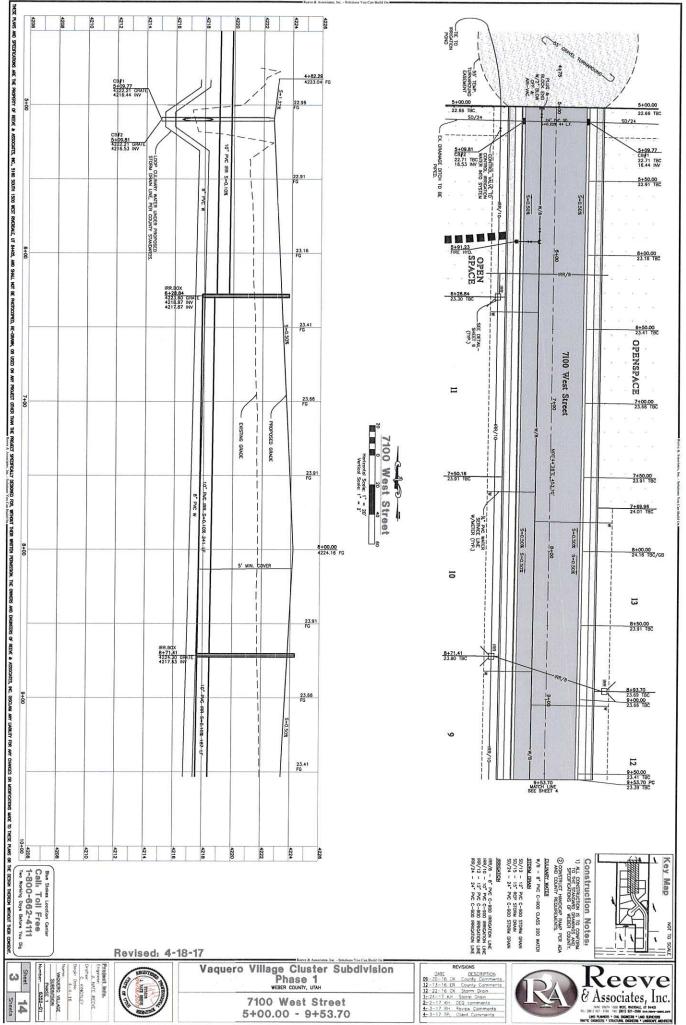
16" GRANULAR BORROW SLOPE - 2.0% MIN 900 South Street DCASPHALT 1'-0" - PROVIDE 4" THICKNESS OF 3/4" OR 1" GRAVEL BASE COURSE
DEEP SWALE UNDER SIDEMALK, DRINCHAY APPROACHES AND CLIRB & GUTTER
WEN SUBGRADE IS CLAY OR C.B.R. IS LESS THAN 10 OR AS
DRECTED BY COUNTY ENGINEER

Notes/Legend/ Street Cross-Section

DESCRIPT County Com County Com Storm Design





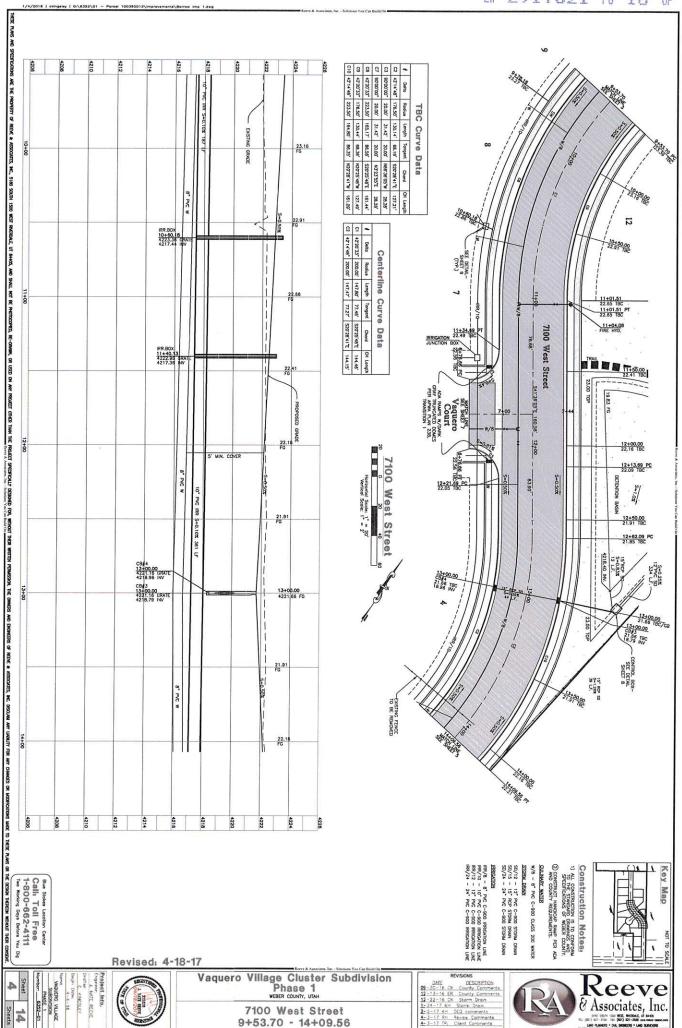






7100 West Street 5+00.00 - 9+53.70 | REVISIONS | DESCRIPTION | 09-20-16 DX | County Comme | 12-13-16 DR | County Comme | 12-22-16 DX | Storm Drain | 1-24-17 KH | Storm Drain | 1-24-17 KH | Storm Drain | 2-2-17 KH | DR | Comments | 4-3-17 RI | Revisi Comments | 4-3-17 IP; Deat Comments | 4-3-17 IP; Deat Comments | 1-3-17 IP;





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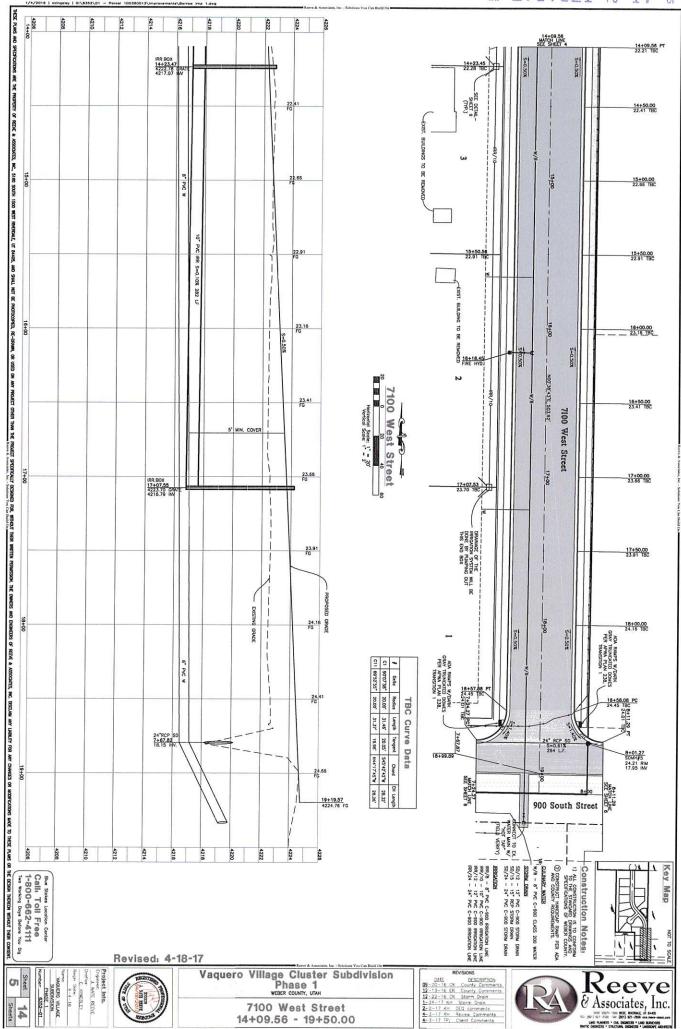
Project Info.
Engineer.
J. NATE REEVE C KINGSLEY gir Date: 4-4-16



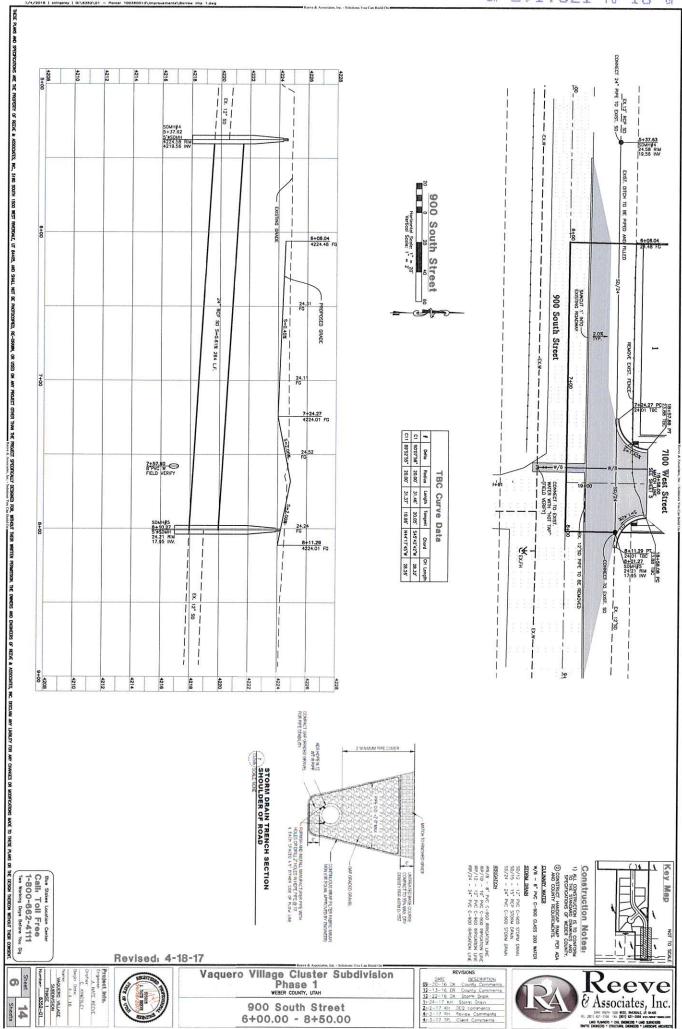
7100 West Street 9+53.70 - 14+09.56 REVSIONS

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99-20-16 CK County Comme.
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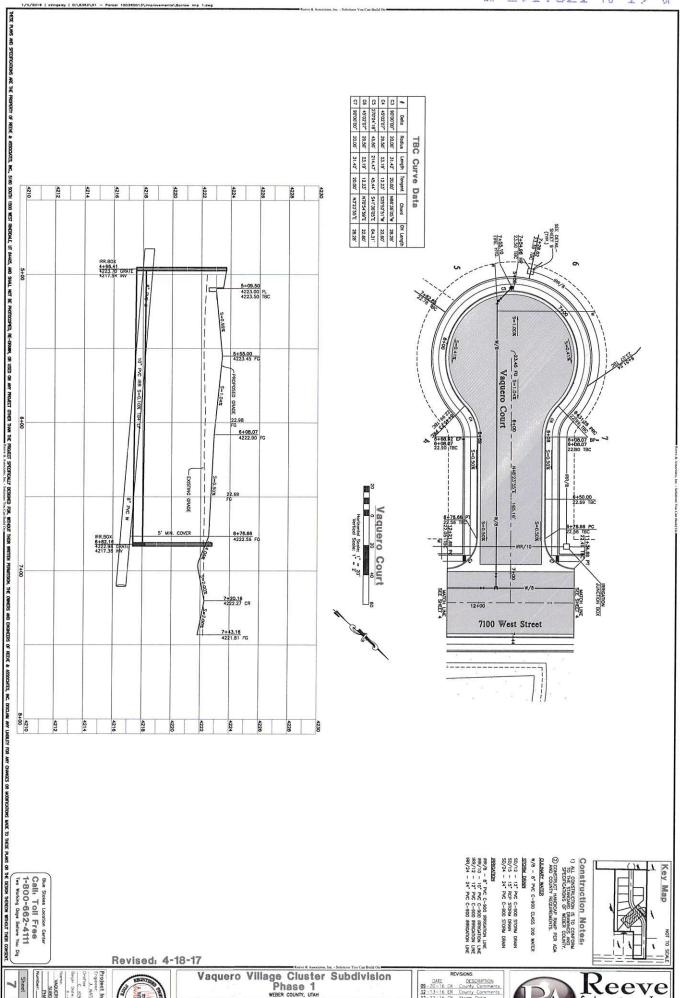




14+09.56 - 19+50.00



6+00.00 - 8+50.00



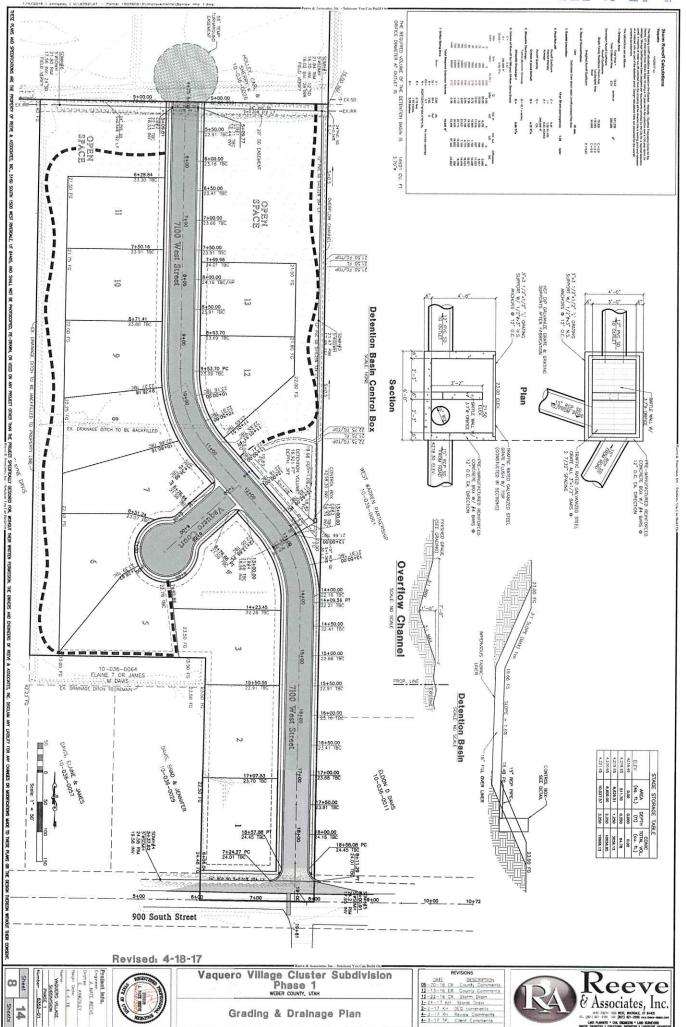
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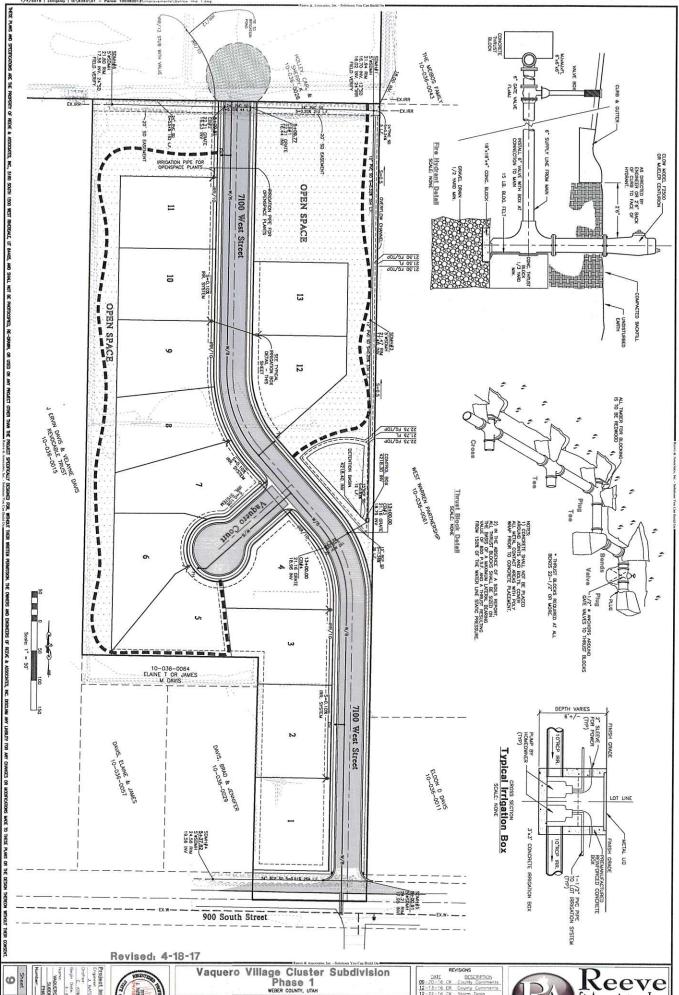
Project Info.
Engineer
J. HATE REINE



Vaquero Court 5+00.00 - 7+50.00 REVISIONS
IE DESCRIPTION
16 CK County Comment
16 CR County Comment
16 CK Storm Proin
7 Art Storm Drain
KH 2EQ comments
1P3 Count Comments
1P5 Comments



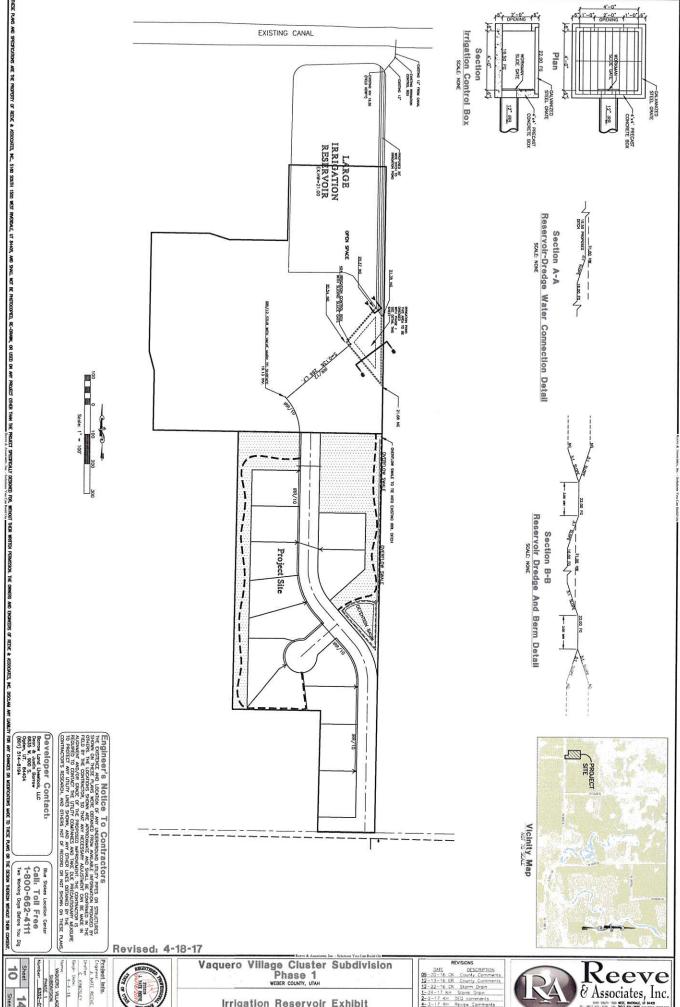






Utility & Irrigation Plan



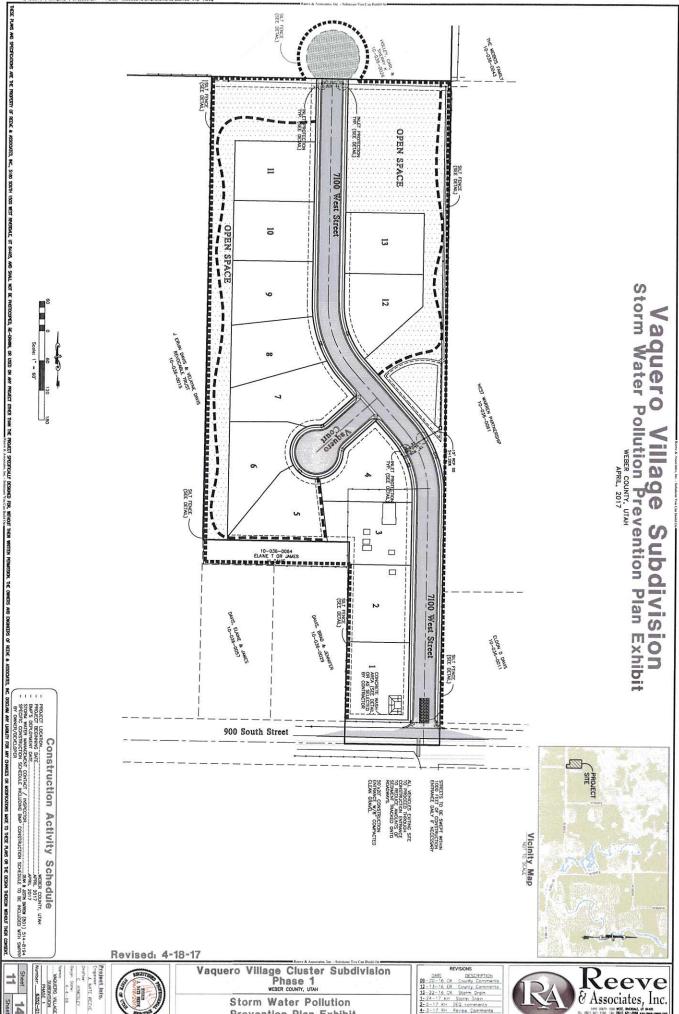


Vaquero Village Cluster Subdivision Phase 1 weber county, utah

Irrigation Reservoir Exhibit

REVISIONS
IE DESCRIPTION
16 CK County Comment
16 ER County Comment
16 CK Storm Drain
7 KH Storm Drain
KH DEQ comments







Vaquero Village Cluster Subdivision
Phase 1
WEBER COUNTY, UTAH

Storm Water Pollution Prevention Plan Exhibit

REVISIONS

DESCRIPTION

X County Comme

CR County Comme



Notes:

Describe all BMP's to protect storm water inlets: Il storm water inlets to be protected by straw wattle barriers, or gravel bags (see detail).

increte wash areas:
used areas only and surrounded with sit fence barriers,
ornendments:
und or generated, contact environmental engineer and contacts environmental engineer and contacts listed. environmental engineer and contacts listed.

oreas: designated areas only and surrounded with silt fence. designated areas only and surro unded with silt fence. unded with silt fence.

designated areas only and surrounded with silt fence. rounded with silt fence.
rounded with silt fence.
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P's for wind erosion: ockpiles and site as

venicles and Equipment eliminate / control wind crosion

or other fluid leats, or or other fluid leats, see build-up of all and graces, for leats, and repoil immediately. Joekey functs, and repoil membrase and subcontractor whiches or equipment or "size, before or equipment on size, cleaning solutions, used oil or oil filters, antifreeze, cleaning solutions, as "size."

Use as tills water as possible to anoid installing existen and sediment controls for the west area. If washing must occur own till, see designated between wash areas to present waste water distinct water, creeks, rivers, and other water bedies.

Use phesophate-free, bedeeproable arous.

Do not permit steam cleaning on-alic. Maring must accur on the state designated oreas early from definings; on took whome over retention once with or imperiorum retention and enablement to beard on common that only spills will be indicated in the retention one. To each spills or locks when removing or changing fluids.

or those wich or listly to be contained by an-lest personnel. After contacting local emergency precise, the following clother should occur upon discovery of a minor spatial register, or the spread of the spati.

**Bill occurs on pend or impormable surfaces, along up unity "by" methods (i.e. described) will be a spatial or importance of the spatial of or register, immediately contain the spatial by constructing an earth dies. Dig up properly containmented sold. spill occurs during rain, cover the impacted area to avoid runoff, all steps taken to report and contain spill.

ion'i pode fivolessening proclices.

Isso of cover building material strongs ereats.

set y acts material such an points and solvents.

e dry and set materials under cover, seepy from colongs creats.

or making excess propositio (resp) concrete or cement cerests.

or making excess propositio (resp) concrete or cement cerests.

or making excess propositio (resp) concrete or cement cerests or cetter to center or ce

public streets and storm drain facilities shall be maintained free of building materials, mud and debris country. ecessory. wattle around all inlets contained within the development and all others that receive runoff from the

Lacovide o minimum 15.2cm x 15.2cm (Gr 67) trench of the desired location. Drive avoiden posts with fosten-brig projections, oppinst the downstream will of the trench, Maximum post spocing should be 2.4–3.0m (B–10tt). Post spocing should be 2.4–3.0m (B–10tt). Post spocing

Silt Fence Detail

3' HIGH

-2 TO 1 SLOPE

prodet en emergency contact that can be reached 24 hours a day 7 days a section margency work shall be evaluate at all times during potential rain or seve runoff events, the evaluation on sits and stockpiled at convenient locations to facilitate rapid construction of a rain or number is evaluated.

may majorish and like collishing on the end stockpiled at commentent locations to facilitate rapid consustation to provide control terminal provided and the stocks when on the pions and opposed for the project rapy not be transmet without opposition of the stocks above on the pion and opposed for the project rapid rapid of the stocks are stocked and another opposition of the stock constitution of the stock of the stock of the stocked of control of the stock of the stocked of is out death shall be removed from all deates within 24 hours after each rain or quest event, 4 on otherwise approved by the inspector, of immorable protective deates shown shall be in place at the end of working day and through westerdard until removed of the system is approved.

When the protective shall be premised protected on other property, shall be removed from the site as the place obsert, which may create a generalise glatery, or other property shall be removed from the site of the premise glatery.

Journal of deficient devices to relate or treate dismoyer within the site is left to the discretion of the Chapter of the property of the site of the control of the property of the site of the control of the chapter of the

bothin any not be removed or mode inoperable willout the approval of the engineer of record and the openay.

South devices will be modified as need as the project progresses, and plans of these changes submitted for by the engineer of record and the governing opinity.

documentation on site.

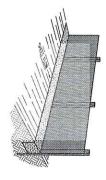
W/ 8" COMPACTED 2"-4" # GRAVEL BASE

Cross Section 50' x 20' Construction Entrance

TAMS AND SPEEPDOINDER ARE THE PROPERTY OF REDIG & ASSOCIATIS, INC., \$100 SOUTH 1500 WEST REVERVAL, OF USING SHALL HET BE PROTOCOPED, RE-CHANNEL, OR USED ON ANY PROJECT OTHERS THAN THE PROJECT SPEEDS FOR MITTING THE WATER PROJECTS ON THE OWNERS AND DESIGNATION OF PEDES & ASSOCIATIS, INC. DOCUMENT ANY UNBLITY FOR ANY

W/ 10 mil Plastic Liner





DOSTING GRADE 1000 POST OR STAKE

ANCHOR NETTING

ANCHOR THRO NETTING

Perspective View

install should be intelled prior to mojer through a late of the state of the state

Section

k Middebrooks, 1991)

Max. Slope Length
m (t)
30.5m (100ft)
22.9m (75ft)
15.2m (50ft)
7.6m (25ft)
4.5m (15ft)

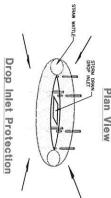
(CAVITE SUIT FENCE ROLLS on minimum 15 Zern x 15 Zern thresh of the dealerd location, the six force, positioning the post the dominimum will of the trench rolls of all force about the piece for give marking the end post of one ferce into the completely or until the post than completely or until the post, then a end post to credit o tight seed on ato the ground until the required and/or anchorage depth is

TABLE 1: 3 Maximum Slope Lengths for Silt Fence for Silt Fence 1991) should generally be less thom three (3) times to helping of the forces, and a stated or points many in required to reind of force the speciality, it was force o minimum of the state that the man's late position that man the late position in the state of the position that of the position that the state of the condition of the times. At the state of the position is a state of the s *The geotexile shall then be stopled or wired to the posts. An extra 20-50cm (8-20") of geotexile shall extend into the trench.

INSECTION

*Impect the silf fence doily during periods of
*Impect the silf fence rainful
under and easily offer significant ratingli.
Impect and easily offer significant
when sediment deposits behind the silf fence
are one-third of the fence height, remove
and properly dispose of the silf occumulations.
And dismaps to the table during occurrent. mice should not be removed until con-tion ceases and the upslope area has properly stablized and/or revegetated.





Stake Detail

Vaquero Village Cluster Subdivision Phase 1 WEBER COUNT, UTAH

Storm Water Pollution Prevention Plan Details

REVISIONS

DESCRIPTION

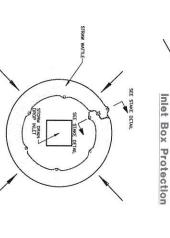
County Communication

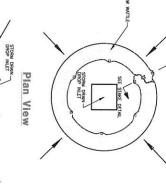
Storm Drain

Storm Drain

Storm Drain







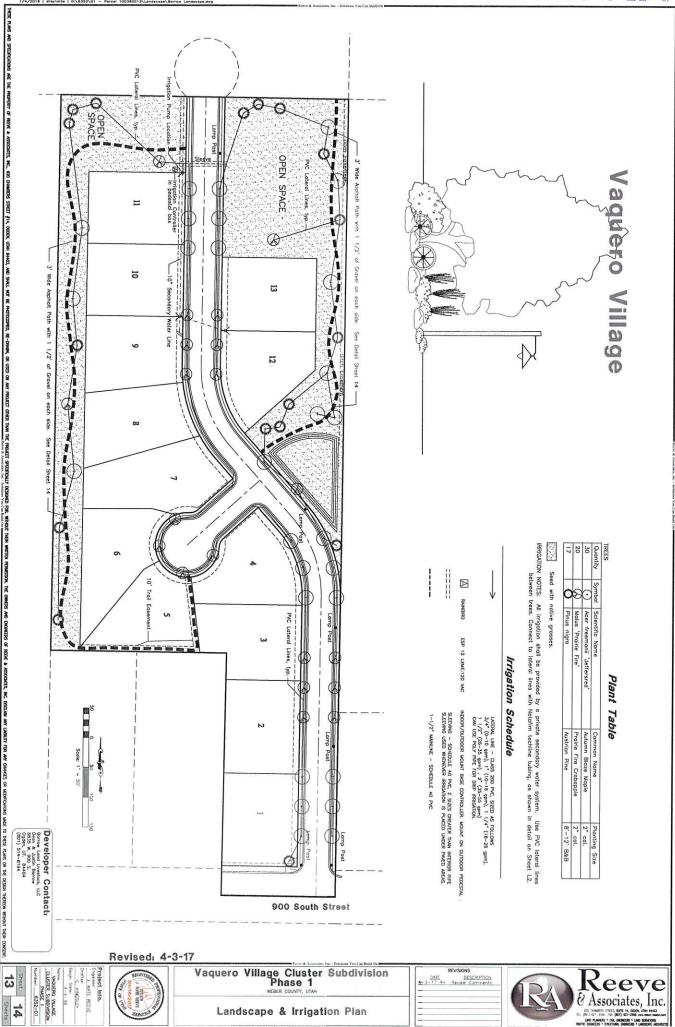
WOOD STAKE 4-18-17 Reviseda

Project Info.

KUNGSLEY

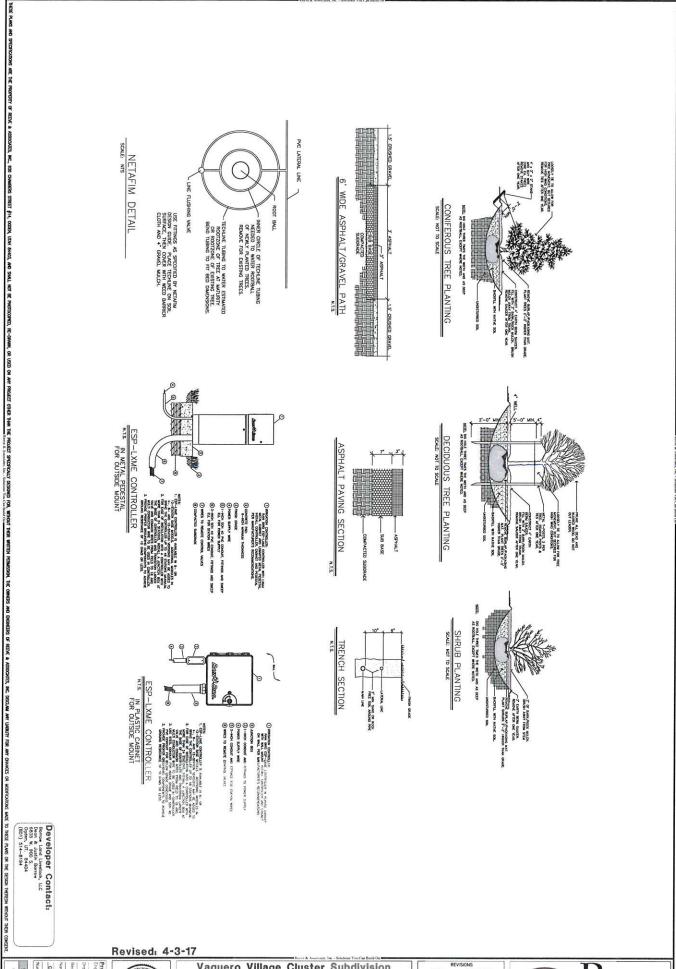
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Landscape & Irrigation Plan

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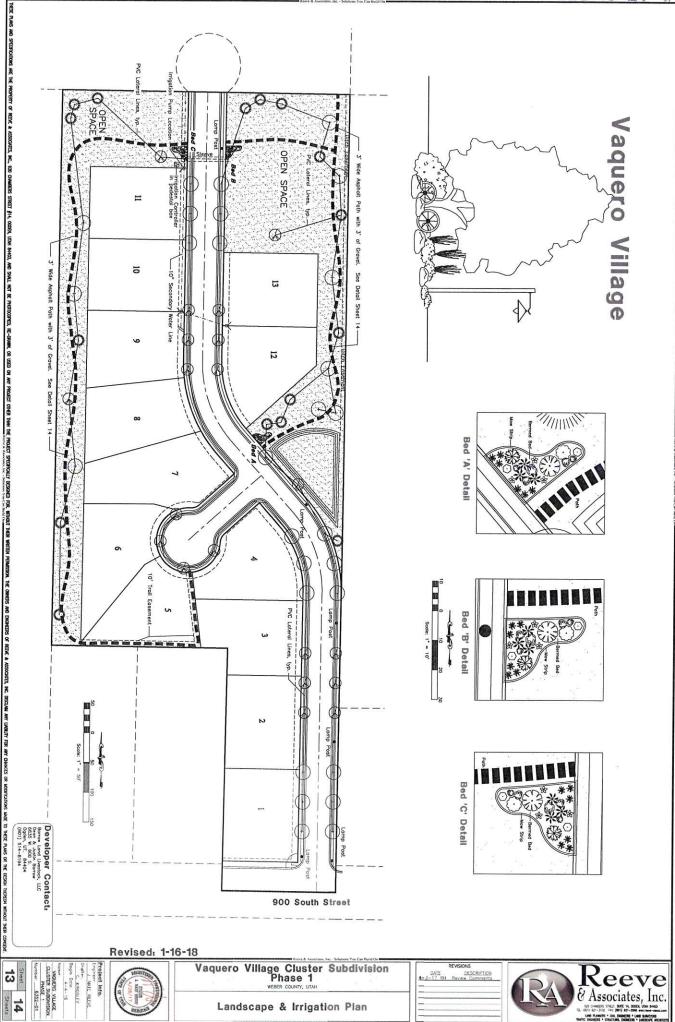
Vaquero Village Cluster Subdivision Phase 1 WERER COUNTY, UTAH

Phase 1
WESCR COUNTY, UTAH

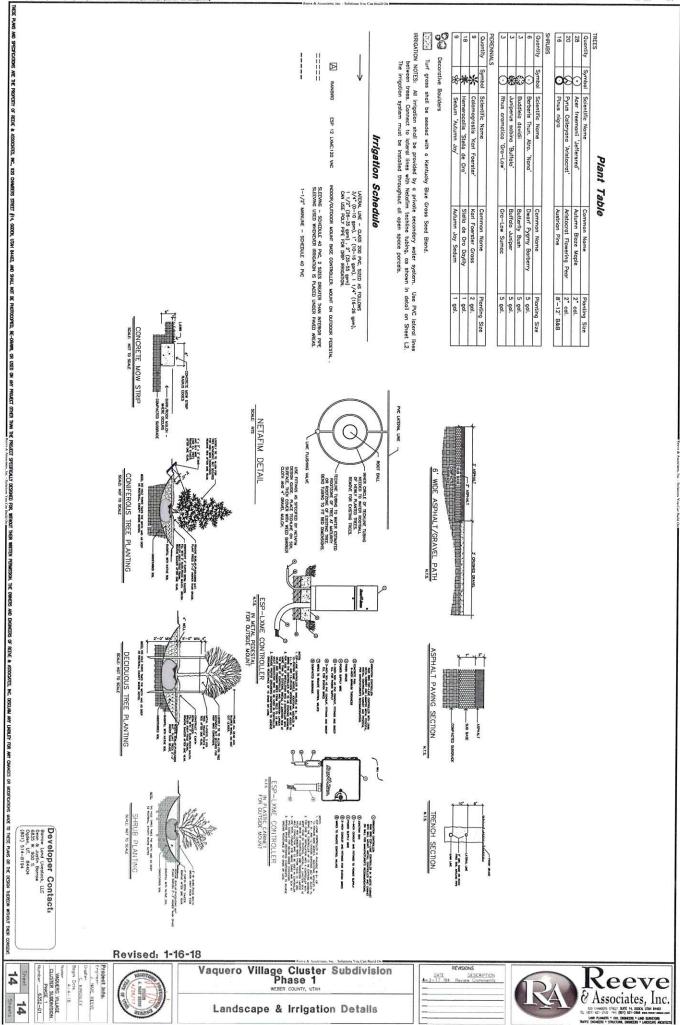
Landscape & Irrigation Details







Landscape & Irrigation Plan



Landscape & Irrigation Details

Exhibit C: Reserved for Escrow Certificate or Letter of Credit

ESCROW CERTIFICATE

TO WEBER COUNTY, UTAH:

All of Vaquero Village Cluster Subdivision Phase 1, as recorded in the Weber County Recorder's Office, Weber County, Utah

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, 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	19	day of	APRIL	, 20 <u>(</u> \$	
)):		
ı				1		
			Escrow A	Jaco Jaco	AMDERSEN	
			Signature			
			Title:	WEBER CO	of my engineer	_

Escrow Certificate - Vaguero Village Cluster	rVubdivision	Page 2
State of Utah)		
ss: County of Weber)		
On the	day of Apri	, 20 appeared
the signer(s) of the within instrument, who duly ackn	nowledged to me that he/she execu	ted the same.
ANGELA MARTIN NOTARY PUBLIC • STATE of UTAH COMMISSION NO. 685669 COMM. EXP. 11-24-2019	Notary Public Residing at:	
************	********	*******
APPROVED AS TO FORM:		4/20/18
Weber County Attorney		Date '
APPROVED:		
Aun H. Horn		4/24/2018
Chairperson, Weber County Commission		Date
ATTEST:		
Swelle)	
Weber County Clerk	,	