



Weber County



\*W2676341\*

Deferring Public Improvements  
Agreement

EW 2676341 PG 1 OF 2  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
25-FEB-14 1107 AM FEE \$4.00 DEP TOT  
REC FOR: WEBER COUNTY PLANNING

I (We), Allan Kavros, DOUGLAS PETERSON and Lowell & KATHLEEN PETERSON Owner(s) of the hereinafter described real property in Weber County, Utah, grant unto Weber County, Utah, a body politic of the State of Utah or any future annexing municipality, a covenant to run and attach to the following described real property:

Fenster Farms Subdivision Phase I

In consideration for Weber County, a body politic of the State of Utah, or any future annexing municipality, allowing the above owner(s) to improve and develop this property without constructing certain required public improvements at this time, the property owner(s) agree to:

1. Construct the deferred improvements within 60 days of the request from the Weber County Engineer or engineer of any future annexing municipality, at the property owner's own expense. Such improvements shall include, but not be limited to:

Curb and gutter: 520.32 feet on 5500 West Street(s).

Curb and gutter: 687.49 feet on 560 North Street(s).

Sidewalk: 520.32 feet on 5500 West Street(s).

Sidewalk: 687.49 feet on 560 North Street(s).

Asphalt: 17,409.60 square feet on 5500 West Street(s).

Other

All as required by Weber County to County or any future annexing municipality standards as outlined in the Weber County or annexing municipality Public Works Standards and Technical Specification Manual.

2. In the event action is taken to create a special improvement district to install any of the deferred improvements abutting said property, the owner(s) agree not to protest (his or their) full participation in such an improvement district.
3. In the event that installation of the required improvements has not been completed to Weber County's or future annexing municipalities satisfaction within the required time period after notice to the owner to make such installations, the owner(s) of the above described real property does hereby give and grant to Weber County or future annexing municipality, a LIEN on said lands to secure performance of the covenant and agreement herein before specified and to secure the installation of said improvements, together with the payment of all costs which Weber County or future municipality may incur in enforcing the provisions of this Agreement.

In Witness Whereof, the Declarant hereby has executed the foregoing on the 6 day of Dec, 2013.



## Weber County

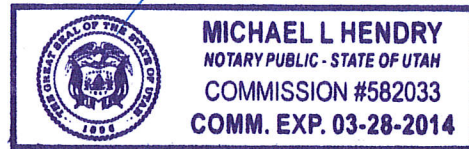
Allen Karra Signed Douglas Peterson Signed James Peterson Signed Kathleen S. Peterson Signed  
Allen Karra S. Printed DOUGLAS PETERSON Printed LOWELL S. PETERSON Printed KATHLEEN S. PETERSON Printed

State Of Utah )

ss:

County Of Weber )

On the 6 day of December, 2013 personally appeared before me Allen Karra S., Douglas Peterson, Lowell S. Peterson and Kathleen S. Peterson the signers of the within instrument and who duly acknowledged to me that they executed the same.

My Commission Expires: 3-28-14
  
 Notary Public




**Weber County**



\*W2676342\*

EH 2676342 PG 1 OF 2  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
25-FEB-14 1108 AM FEE \$.00 DEP TOT  
REC FOR: WEBER COUNTY PLANNING

**Deed Covenant and Restriction to Run With the Land  
Alternative Onsite Wastewater Treatment System  
Packed-Bed Media System or Mound System**

Notice is hereby given that an Alternative Wastewater Treatment System known as a Packed-Bed Media System or Mound System is required on the following property as the method of treatment and disposal of all wastewater generated on the property until such time as sanitary sewer becomes available. All of the provisions of this deed covenant and restriction shall run with the land.

The description of the property is as follows:

**Fenster Farms Subdivision Phase 1**

The Owner(s) of the above described property hereby covenants and agree:

1. Representatives from the Weber-Morgan Health Department shall be allowed to enter upon this property during regular 8 a.m. to 5 p.m. business hours for the purpose of inspection of the individual wastewater treatment system.
2. The Owner(s) are required to have a current Renewable Operating Permit. Permits are to be renewed on a biennial basis. Permit renewal fees and late fees will be determined by the Weber-Morgan Board of Health. All samples, inspections and maintenance requirements for Packed-Bed Media Systems and Mound Systems required in Utah State and Weber-Morgan Health Department regulations will be completed before permits will be renewed.
3. The Owner(s) are required to maintain a Service Contract with a Certified Service Contract Provider for all sampling and inspections required by Utah State and Weber-Morgan Health Department regulations.
4. The Owner(s) are responsible for all system maintenance and to immediately correct, repair, add to or replace a portion of or the entire system if needed upon malfunction of the system; or, at the direction of the Weber-Morgan Health Department.
5. The Owner(s) shall immediately notify the Weber-Morgan Health Department upon malfunction of the wastewater treatment system. The notification shall be given to:

Weber-Morgan Health Department  
477 E. 23<sup>rd</sup> Street  
Ogden, Utah 84401  
Phone: (801) 399-7100

In Witness Whereof, the parties hereto have executed this covenant this 6 day of Dec, 2013.

Allan Karra, Douglas Peterson  
Signed

Lowell S. Peterson, Kathleen A. Peterson  
Signed

Allan Karra, DOUGLAS PETERSON  
Printed

LOWELL S. PETERSON, KATHLEEN S. PETERSON  
Printed



## Weber County

EN 2676342 PG 2 OF 2

State Of Utah )

ss:

County Of Weber )

On the 6 day of December, 2013 personally appeared before me Alan Karris  
Douglas Peterson, Lewis S. Peterson and Ruth Ann S. Peterson the signers of the within instrument  
and who duly acknowledged to me that they executed the same.

My Commission Expires: 3-28-14

  
Notary Public







**Weber County**



\*W2676343\*

**Deed Covenant and Restriction  
To Run With the Land**

EW 2676343 PG 1 OF 1  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
25-FEB-14 1108 AM FEE \$0.00 DEP TOT  
REC FOR: WEBER COUNTY PLANNING

Notice is hereby given that Weber County Engineering recommends that homes constructed on lots have no basements, and homes be raised with backfill against foundation to help mitigate possible sheet flooding. This lot is not in a mapped FEMA floodplain, however, flooding has occurred in this area.

The description of the property is as follows:

**Fenster Farms Subdivision Phase 1**

In Witness Whereof, the Declarant hereby has executed the foregoing on the 6th day of December, 2013.

<u>Allan Keres</u>	<u>Douglas Peterson</u>	<u>Lawell S. Peterson</u>	<u>Kathleen S. Peterson</u>
Signed		Signed	
<u>Allan Keres</u>	<u>DOUGLAS PETERSON</u>	<u>LAWELL S. PETERSON</u>	<u>KATHLEEN S. PETERSON</u>
Printed		Printed	

State Of Utah )

ss:

County Of Weber )

On the 6th day of December, 2013 personally appeared before me Allan Keres, Douglas Peterson, Lawell S. Peterson and Kathleen S. Peterson the signers of the within instrument and who duly acknowledged to me that they executed the same.

My Commission Expires: 3-28-14



[Signature]  
Notary Public



\*W2676344\*



Weber County

EH 2676344 PG 1 OF 1  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
25-FEB-14 1108 AM FEE \$1.00 DEP TDT  
REC FOR: WEBER COUNTY PLANNING

**Declaration of Deed Covenant to Run with the Land  
Concerning Provision of Irrigation Water**

**WITNESSETH**

WHEREAS, Declarant is the owner of real estate situated in Weber County, Utah, more fully described as  
Fenster Farms Subdivision Pase 1 \_\_\_\_\_, and

WHEREAS, Weber County, on behalf of \_\_\_\_\_ West Warren-Warren Water Improvement District \_\_\_\_\_ culinary water agency, requires irrigation water to be provided to each lot in said subdivision as part of the required improvements,

NOW THEREFORE, for such purposes, Declarant hereby makes the following Declaration of Covenants which shall run with the property:

1. That he holds sufficient irrigation water rights or shares for the lots in the above named subdivision as determined by the Irrigation Water District or Company.
2. That these rights or shares will not be disposed of except to the lots in said subdivision.
3. With the sale of each lot, he will transfer at no cost, the required water rights or shares needed to properly irrigate the lot, to the lot purchaser who is to be responsible for the proper use of the water as outlined in the irrigation water district's or company's distribution schedule and procedures.

This declaration and the rights, duties and obligations thereof shall run with the property in perpetuity unless modified or canceled in writing by the Weber County Planning Commission with said modification or cancellation being recorded in the Weber County Recorder's Office.

In Witness Whereof, the Declarant hereby has executed the foregoing on the 6 day  
of December, 2013.

<u>Allan Karmes</u>	<u>Douglas Peterson</u>	<u>Lowell S. Peterson</u>	<u>Kathleen S. Peterson</u>
Signed		Signed	
<u>Allan Karmes</u>	<u>DOUGLAS PETERSON</u>	<u>LOWELL S. PETERSON</u>	<u>KATHLEEN S. PETERSON</u>
Printed		Printed	

State Of Utah )

ss:

County Of Weber )

On the 6 day of December, 2013 personally appeared before me Allan Karmes,  
DOUGLAS PETERSON, LOWELL S. PETERSON and KATHLEEN S. PETERSON the signers of the within instrument  
and who duly acknowledged to me that they executed the same.

My Commission Expires: 3-28-14



[Signature]  
Notary Public



\*W2676345\*

EN 2676345 PG 1 OF 12  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
25-FEB-14 1109 AM FEE \$.00 DEP TDT  
REC FOR: WEBER COUNTY PLANNING

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

**AGREEMENT**      2-25-2014

1. **Parties:** The parties to this Subdivision Improvement Agreement ("the Agreement") are Alan Karras ("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 Fenster Farms (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 \$ 30,099.30.
5. **Standards:** The Developer will construct the Improvements according to the Public Works Standards and Technical Specifications as incorporated herein by this reference.
6. **Warranty:** The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of one year from the date that the County accepts the improvement when completed by the Developer.
7. **Completion Periods:** The Developer will commence work on the Improvements within one year from the Effective Date of this Agreement (the "Commencement Period") and the Improvements, each and every one of them, will be completed within two years from the Effective Date of this Agreement (the "Completion Period").
8. **Compliance with Law:** The Developer will comply with all relevant laws, ordinances, and regulations in effect at the time of final subdivision plat approval when fulfilling his obligations under this Agreement. When necessary to protect public health, the Developer will be subject to laws, ordinances and regulations that become effective after final plat approval.
9. **Dedication:** The developer will dedicate to the County or other applicable agency as designated by the County the Improvements listed on Exhibit B attached hereto and incorporated herein by this reference pursuant to the procedure described in Paragraph 13 below.

#### COUNTY'S OBLIGATIONS

10. **Plat Approval:** The County will grant final subdivision plat approval to the Subdivision under the terms and conditions previously agreed to by the Parties if those terms and conditions are consistent with all relevant state laws and local ordinances in effect at the time of final plat approval.
11. **Inspection and Certification:** The County will inspect the Improvements as they are being constructed and, if acceptable to the County Engineer, certify such improvement as being in compliance with the standards and specifications of the County. Such inspection and certification, if appropriate, will occur within 7 days of notice by the Developer that he desires to have the County inspect an improvement. Before obtaining certification of any such improvement, the Developer will present to the County valid lien waivers from all persons providing materials or performing work on the improvement for which certification is sought. Certification by the County Engineer does not constitute a waiver by the County of the right to draw funds under the Escrow on account of defects in or failure of any improvement that is detected or which occurs following such certification.
12. **Notice of Defect:** The County will provide timely notice to the Developer whenever inspection reveals that an improvement does not conform to the standards and specifications shown on the approved subdivision improvement drawings on file in the Weber County Engineering and Surveyor's Office or is otherwise defective. The Developer will have 30 days from the issuance of such notice to cure or substantially cure the defect. The County may not declare a default under this Agreement during the 30 day cure period on account of any such defect unless it is clear that the Developer does not intend to cure the defect. The Developer will



have no right to cure defects in or failure of any improvement found to exist or occurring after the County accepts dedication of the improvement(s).

13. **Acceptance of Dedication:** The County or other applicable agency will accept the dedication of any validly certified improvement within 30 days of the Developer's offer to dedicate the improvement. The County's or agency's acceptance of dedication is expressly conditioned on the presentation by the Developer of a policy of title insurance, where appropriate, for the benefit of the County showing that the Developer owns the improvement in fee simple and that there are no liens, encumbrances, or other restrictions on the improvement unacceptable to the County in its reasonable judgment. Acceptance of the dedication of any improvement does not constitute a waiver by the County of the right to draw funds under the Escrow on account of any defect in or failure of the improvement that is detected or which occurs after the acceptance of the dedication. The Improvements must be offered to the County in no more than one dedication per month.
14. **Reduction of Security:** After the acceptance of any improvement, the amount which the County is entitled to draw on the Escrow may be reduced by an amount equal to 90 percent of the estimated cost of the improvement as shown on Exhibit B. At the request of the Developer, the County will execute a certificate of release verifying the acceptance of the improvement and waiving its right to draw on the Escrow to the extent of such amount. A Developer in default under this Agreement will have no right to such a certificate. Upon the acceptance of all of the Improvements, the balance that may be drawn under the Letter of Credit or Escrow will be available to the County for 90 days after expiration of the Warranty Period.
15. **Use of Proceeds:** The County will use funds drawn under the Escrow only for the purposes of completing the Improvements or correcting defects in or failures of the Improvements.

#### OTHER PROVISION

16. **Events of Default:** The following conditions, occurrences or actions will constitute a default by the Developer during the Construction Period:
  - a. Developer's failure to commence construction of the Improvements within one year of final subdivision plat approval;
  - b. Developer's failure to complete construction of the Improvements within two years of final subdivision plat approval;
  - c. Developer's failure to cure the defective construction of any improvement within the applicable cure period;
  - d. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer;
  - e. Foreclosure of any lien against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure.

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

17. **Measure of Damages:** The measure of damages for breach of this Agreement will be the reasonable cost of completing the Improvements. For improvements upon which construction has not begun, the estimated cost of the Improvements as shown on Exhibit B will be prima facie evidence of the minimum cost of completion; however, neither that amount or the amount of the Escrow establishes the maximum amount of the developer's liability. The County will be entitled to complete all unfinished improvements at the time of default regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced.
18. **County's Rights Upon Default:** When any event of default occurs, the County may draw on the Escrow to the extent of the face amount of the credit less 90 percent of the estimated cost (as shown on Exhibit B) of all improvements theretofore accepted by the County. The County will have the right to complete improvements itself or contract with a third party for completion, and the Developer hereby grants to the County, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such improvements. Alternatively, the County may assign the proceeds of the Escrow to a subsequent developer (or a lender) who has acquired the Subdivision by purchase, foreclosure or otherwise who will then have the same rights of completion as the County if and only if the subsequent developer (or lender) agrees in writing to complete the unfinished improvements. In addition, the County also may suspend final plat approval during which time the Developer will have no right to sell, transfer, or otherwise convey lots or homes within the Subdivision without the express written approval of the County or until the Improvements are completed and approved by the County. These remedies are cumulative in nature except that during the Warranty Period, the County's only remedy will be to draw funds under the Escrow.
19. **Indemnification:** The Developer hereby expressly agrees to indemnify and hold the County harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this Agreement. The Developer further agrees to aid and defend the County in the event that the County is named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer. The Developer is not an agent or employee of the County.
20. **No Waiver:** No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both County and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.
21. **Amendment or Modification:** The parties to this Agreement may amend or modify this Agreement only by written instrument executed by the County and by the Developer or his authorized officer. Such amendment or modification will be properly notarized before it may be effective.

22. **Attorney's Fees:** Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court, arbitrator, or mediator awards relief to both parties, each will bear its own costs in their entirety.
23. **Vested Rights:** The County does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the County, if any, before the Developer is entitled to commence development of the Subdivision or to transfer ownership of property in the Subdivision.
24. **Third Party Rights:** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement, except that if the County does not exercise its rights within 60 days following knowledge of an event of default, a purchaser of a lot or home in the Subdivision may bring an action in mandamus to compel the County to exercise its rights.
25. **Scope:** This Agreement constitutes the entire agreement between the parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this Agreement will be binding on the parties.
26. **Time:** For the purpose of computing the Commencement, Abandonment, and Completion Periods, and time periods for County action, such times in which civil disaster, acts of God, or extreme weather conditions occur or exist will not be included if such times prevent the Developer or County from performing his/its obligations under the Agreement.
27. **Severability:** If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
28. **Benefits:** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the County. Such approval may not be unreasonable withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the County to assign its rights under this Agreement. The County will release the original developer's Letter of Credit or Escrow if it accepts new security from any developer or lender who obtains the Property. However, no act of the County will constitute a release of the original developer from this liability under this Agreement.

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

if to Developer (Attn)  
(Address)

Alan Karass

5419 So 3275w

Proy Utah

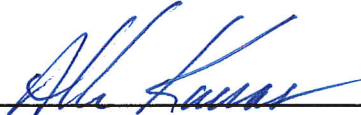
84067

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 6 day of Dec, 2013

  
Developer



INDIVIDUAL ACKNOWLEDGEMENT

State of Utah )  
 )  
 ss  
 County of Weber )

On the 6 day of December A.D. 2013

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: Layton, Utah

\*\*\*\*\*

APPROVED AS TO FORM:

Monette Huston  
 Weber County Attorney

\*\*\*\*\*

CORPORATE ACKNOWLEDGMENT


State of Utah )  
 )  
 ss  
 County of Weber )

On the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20

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

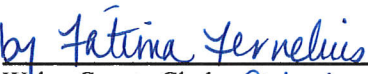
Notary Public  
 Residing at:

\*\*\*\*\*

  
Chairperson, Weber County Commission

2-25-2014  
Date

ATTEST:

by   
Weber County Clerk Admin Assistant

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

Parcel ID #15-024-0003

PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING 1420.5 FEET NORTH OF THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE EAST 2195 FEET, MORE OR LESS, TO CENTER OF WEBER RIVER; THENCE NORTH 16D5' EAST 168 FEET ALONG CENTER OF SAID RIVER; THENCE WEST 2250 FEET; THENCE SOUTH 162 FEET TO BEGINNING. CONTAINING 8.2 ACRES

**AND**

Parcel ID #15-024-0014

PART OF THE SOUTHEAST QUARTER OF SECTION 7, AND PART OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING 1582.5 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 7; THENCE EAST 2250 FEET TO CENTER OF WEBER RIVER; THENCE NORTH 30D17' EAST ALONG RIVER 365 FEET; THENCE NORTH 52D47' EAST 250 FEET TO SECTION LINE; THENCE NORTH 39D30' EAST ALONG RIVER 425 FEET; THENCE WEST 435 FEET TO POINT 150 ROD SEAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 7; THENCE SOUTH 21.33 RODS; THENCE WEST 150 RODS; THENCE SOUTH 416 FEET TO BEGINNING. CONTAINING 24.6 ACRES. EXCEPT: PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH LIES SOUTH 00D18'53" WEST 684.28 FEET AND SOUTH 89D24'27" EAST 2475.03 FEET FROM THE CENTER OF SECTION 7 THENCE NORTH 00D18'51" EAST 332.61 FEET, THENCE SOUTH 88D42'04" EAST 402.34 FEET TO THE CENTER OF THE WEBER RIVER, THENCE ALONG THE CENTER OF SAID RIVER, SOUTH 27D13'08" WEST 366.52 FEET, THENCE NORTH 89D24'27" WEST 236.44 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 105636.28 SQUARE FEET 2.425 ACRES. (E# 2446473)

**EXHIBIT B: REQUIRED ON & OFF SITE SUBDIVISION IMPROVEMENTS****See Exhibit B****EXHIBIT C: FINANCIAL GUARANTEE****See Exhibit C**

**EXHIBIT B****Fenster Farms Escrow**

12/2/2013

<u>Category</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
Storm Drain	Drainage Swale	993 lf	\$5.00	<b>\$4,965.00</b>
Irrigation	Excavation of irrigation ditch	162 cy	\$3.50	<b>\$567.00</b>
Irrigation	Diversion Box	2 ea	\$550.00	<b>\$1,100.00</b>
Street Improvements	3" Asphalt Surface	1008 sy	\$15.42	<b>\$15,541.00</b>
Misc	Street Signs	1 ea	\$150.00	<b>\$150.00</b>
<b>Total:</b>				<b>\$ 22,323.00</b>
<b>Total with 10% Contingency:</b>				<b>\$ 2,232.30</b>
<b>Total</b>				<b>24,555.30</b>
Roads	Chip Seal (sy)	1008 sy	\$ 5.50	<b>\$ 5,544.00</b>
<b>Total</b>				<b>30,099.30</b>



# 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 \$ 30,099.30 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:

Fenster Farms Subdivision

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 improvemen

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 27 day of JANUARY, 20 14

JARED ANDERSEN  
Escrow Agent

[Signature]  
Signature

Title: WEBER COUNTY ENGINEER

State of Utah )

ss:

County of Weber )

On the 27<sup>th</sup> day of JANUARY, 2014 appeared  
before me JARED ANDERSEN

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



Kary C. Serrano  
Notary Public  
Residing at:

\*\*\*\*\*

APPROVED AS TO FORM:

Monette Antares  
Weber County Attorney

2/20/14  
Date

APPROVED:

Kyle Ruth  
Chairperson, Weber County Commission

2-25-2014  
Date

ATTEST:

by Fatima Fernelis  
Weber County Clerk Admin assistant