



Weber County

Weber County Surveyor's Office
www.webercountyutah.gov/surveyor
2380 Washington Blvd., Suite 370
Ogden, Utah 84401-1473
Phone: (801) 399-8020

03/26/2019

Brad Blanch
Terakee Properties
PO Box 14016
Ogden, Utah 84412

Subject: Terakee Village

Dear Brad Blanch, or To whom it may concern,

I am writing this letter to notify and inform you that as a condition of the County Surveyor's final approval of the Terakee Village Plat, survey monuments will need to be installed at the locations within the development as indicated on the attached map. As the Developer of this development, it will be your responsibility to coordinate with your surveyor and contractor to ensure that the survey monuments will be installed.

Per County Ordinance 45-6, the construction of the survey monuments shall be in accordance with the Weber County Public Works Standards Plans SRV1 – SRV7. Copies of those plans can be purchased in person at the County Surveyor's Office or downloaded online through the County Surveyor's website at <http://www.webercountyutah.gov/Surveyor/Survey-Monuments/>. Each survey monument installed will be inspected by the County Surveyor's Office for compliance with this standard. The Developer must pay the associated Monument Inspection Fee, prior to any inspection taking place, for each inspection of each installed survey monument. Installed Survey Monuments which are found to be sub-standard during inspection, will not be approved, and will need to be replaced to standard at the cost of the Developer.

In the event that the development improvements and/or survey monuments are to be installed prior to final approval of the Terakee Village Plat, the installed monuments will need to be inspected and approved prior to the County Surveyor's final approval of the Plat.

When the subdivision improvements and/or survey monuments are to be installed after the County Surveyor's final approval of the Terakee Village Plat, a Monument Improvement Agreement will need to be entered into prior to the County Surveyor's final approval of the Plat. The Monument Improvement Agreement Escrow and Monument Inspection Fee listed below will need to be paid to the County Surveyor's Office at or before the execution of the Monument Improvement Agreement by the Developer. A copy of the agreement is being sent with this letter for your review.

Please feel free to contact me with any questions or concerns you may have regarding the installation of survey monuments in your development.

Terakee Village

Description	Monuments	Each	Total
Monument Inspection Fee	3	\$200.00	\$600.00
Monument Improvement Agreement Escrow	3	\$800.00	\$2400.00
		Total:	\$3000.00

Sincerely,

Steve Collier, P.L.S.

When Recorded Return To:

TERAKEE PROPERTIES LP
BRAD BLANCH
P.O. Box 14010
OGDEN, UT. 84412

**WEBER COUNTY SURVEY
MONUMENT IMPROVEMENT AGREEMENT**

PARTIES: The parties to the Monument Improvement Agreement ("Agreement") are TERAKEE PROPERTIES LP the Developer of the herein described land development project ("Developer"), with a mailing address of P.O. Box 14010, Ogden, UT. 84412 and the Weber County Surveyor ("County Surveyor").

RECITALS

WHEREAS, the Developer has entered the process of developing property within the Weber County ("County"), to be known as THE BARN @ TERAKEE FARMS ("the Development"), which property is shown and described on Exhibit "A" attached hereto; and

WHEREAS, the County seeks to protect the health, safety, and general welfare of the residents of Weber County by requiring the adequate expansion of the survey control systems necessary to provide special control upon which land boundaries, public infrastructure, and real property improvements rely; and

WHEREAS, the purpose of this Agreement is to protect the County from the cost of completing said survey control systems and is not executed for the benefit of any individual, corporation, or entity; and

WHEREAS, the mutual promises, covenants, and obligations contained in this Agreement are authorized by state law and the County's Ordinance 106-4-1, and 45-6;

THEREFORE, the Parties hereby agree as follows:

DEVELOPER'S OBLIGATIONS

Improvements: The Developer will construct and install, at his own expense, the monuments as required by the County Surveyor as shown and described on Exhibit "A" attached hereto ("the Improvements"). The Developer's obligation to complete the Improvements will arise upon execution of this Agreement, independent of any obligations of the County contained herein, and will not be financially conditioned on the commencement of construction in the Development or sale of any lots or improvements within the Development.

Security: To secure the performance of their obligations hereunder, the Developer shall comply with County Ordinance 106-4-3-(f) and 45-6 by depositing with the County Surveyor, on or prior to the date of the execution of this Agreement, the monument improvement agreement fee and escrow.

Standards: The Developer shall cause the Improvements to be constructed according to the Weber County Public Works Standards Plans SRV1 – SRV7 as applicable. The Improvements shall be installed within 0.07' from the record locations shown and described on the approved subdivision plat, engineered plans, or construction drawings for the Development described on Exhibit "A" of this agreement.

Completion Periods: The Developer shall install Improvements which meet compliance within a one year time period, after the asphalt (or other equivalent improvements) is installed. The Developer shall install the asphalt (or other equivalent improvements) within two years from the date of the execution of the Agreement. The

Developer shall install Improvements which meet compliance within three years of the execution of the Agreement.

Request for Inspection: Once the Improvements have been constructed to the standards and specifications of the Agreement, the Developer shall give a written request for inspection of the Improvements to the County Surveyor.

Notice to Reconstruct: Whenever an inspection reveals that the Improvements do not conform to the standards and specifications required by this Agreement the Developer shall reconstruct the non-conforming Improvements within six months of the notice to reconstruct.

Events of Default: The following conditions, occurrences or actions will constitute a default by the Developer:

- a. Developer's failure to install Improvements which meet compliance within three years of the execution of the Agreement.
- b. Developer's failure to complete construction of the Improvements which meet compliance within one year of the installation of the asphalt (or other equivalent improvements);
- c. Developer's failure to install the asphalt (or other equivalent improvements) within two years from the date of the execution and recordation of the Agreement;
- d. Developer's failure to reconstruct non-compliant Improvements within six months of the notice to reconstruct;
- e. 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;
- f. Foreclosure of any lien against the Development or a portion of the Development or assignment or conveyance of the Development in lieu of foreclosure.

Forfeited Funds: If the County Surveyor deems the Developer to be in default of any part of the monument improvement agreement the escrow and inspection fees shall be forfeited and become the property of the County Surveyor to be deposited in the Public Land Corner Preservation Fund.

Compliance with Law: The Developer will comply with all relevant laws, ordinances, and regulations in effect at the time of the execution and recordation of the Agreement. When necessary to protect the 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 Agreement and before the completion of Improvements and Notice of Compliance.

Right of Entry and Perpetual Easement: When the Improvements are located outside of a publicly dedicated right of way, the Developer hereby agrees to execute and record a Right of Entry and Perpetual Easement. The Right of Entry and Perpetual Easement shall grant the County Surveyor, his successors, assigns, agents contractors, and employees a nonexclusive right to access the private property of the Development to conduct future surveying activities on, maintain, or replace the Improvements that are the subject of this agreement and any government monuments that may exist on or near the development. The Right of Entry and Perpetual Easement shall run with the land and shall be effective upon recording of the easements with the County Recorder.


Initials

Ownership: The Developer hereby expressly agrees that upon completion and acceptance of the Improvements, that the Improvements automatically become property of the County, or other applicable agency as designated by the location of the Improvements. The Developer hereby expressly agrees that, at the time of completion and acceptance, the Improvements themselves will be entirely owned by the Developer in fee simple and will be free of any liens, encumbrances, or other restrictions, and the Developer will quit claim all ownership, rights, or interest in the Improvements themselves. The quit claim of the Improvements shall not constitute a waiver of the Developers obligation to warranty the improvements for one year.


Initials

Warranty: The Developer warrants that all Improvements will be free from defects for a period of one year from

the date that the County Surveyor accepts the Improvements by issuing the Notice of Compliance.

Burden: 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.

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.

COUNTY SURVEYOR'S OBLIGATIONS

Inspection of Improvements: Upon written request for an inspection by the Developer, the County Surveyor will inspect the Improvements in a timely manner. If acceptable to the County Surveyor, he shall issue a Notice of Compliance and authorize a release of the available escrow deposit (which deposit does not include the inspection fee). Whenever inspection reveals that the Improvements do not comply with the standards and specifications required by this Agreement the County Surveyor will provide a Notice to Reconstruct to the Developer in a timely manner.

Notice of Compliance: The County Surveyor shall issue a Notice of Compliance in a timely manner after:

- a. all of the Improvements are installed and meet compliance to the standards and specifications required by this Agreement.
- b. the Right of Entry and Perpetual Easement has been properly executed and recorded in the County Recorder's Office.
- c. the Developer provides adequate documentation that the Improvements installed by the Developer are free of any liens, encumbrances, or other restrictions.

Issuance of a Notice of Compliance does not constitute a waiver of the warranty guaranteed by the Developer on the Improvements.

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

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 Improvements have been installed or whether installation ever commenced. No partial release of funds will be authorized for any partial completion of the Improvements.

No Waiver: No Waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision. The waiver of any default under this Agreement shall not 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.

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.

Vested Rights: The County does not warrant by this Agreement that the Developer is entitled to any other approvals required by the County, if any, before the Developer is entitled to commence development of the Development or to transfer ownership of property in the Development.

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.

Scope: This Agreement constitutes the entire agreement between the parties and no statements, promises or inducements that are not contained in this Agreement will be binding on the parties.

Time: For the purpose of computing the 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 Surveyor from performing their obligations under the Agreement.

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.

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. Release of the escrow deposit will only be made to the Developer and shall be sent to the address as follows:

If to Developer:

TERAKEE PROPERTIES LP
BRAD BLANCH
P.O. BOX 14010
OGDEN, UT 84402

If to County:

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

Recordation: It is the intent of the Parties that this Agreement encumbers only the property shown and described on Exhibit "A". Either Developer or County may record a copy of this Agreement in the County Recorder's Office.

Immunity: Nothing contained in this agreement constitutes a waiver of the county's sovereign immunity under any applicable state law.

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 the 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.

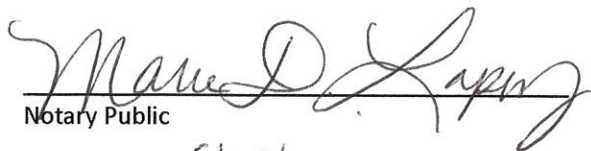
Dated 5 day of JANUARY 2021.

Developer: Brad Blanch
Brad Blanch

INDIVIDUAL ACKNOWLEDGMENT

State of Utah)
) SS
County of Weber)

On the 5th day of January A.D. 20 21
personally appeared before me Brad Alan Blanch the signer of the within
instrument, who duly acknowledged to me that he/she executed the same.



Notary Public
Residing at: Clinton, Utah



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: _____, Utah

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

12th day of January 2021


James Harvey, Chair

ATTEST: 


Ricky Hatch, CPA
Weber County Clerk / Auditor

EXHIBIT A

Legal Description of the Development

BOUNDARY DESCRIPTION

A part of the Southeast Quarter of Section 17, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Weber County, Utah, more particularly described as follows:

Beginning at a point on the Northerly Right of Way Line of 900 South Street, said point being 1390.53 feet South 89°05'07" East along the Section Line from the South Quarter Corner of said Section 17 to the Easterly Line of the Terakee Farm Property; and running thence along said Easterly and Southerly Lines the following three (3) courses: (1) North 0°57'17" East 1073.74 feet, (2) North 89°05'07" West 95.00 feet and (3) North 0°56'37" East 250.33 feet to a point on an Existing Fence Line, said point also being the Southerly Line of the KN & LN LLC Property; thence along said Fence Line and Southerly Line South 88°53'33" East 651.21 feet to a point on an Existing Fence, said point also being the Westerly Line of the Dario & Mary R. Costesso Property; thence along said Fence Line and Westerly Line South 1°13'19" West 1321.80 feet to said Northerly Right of Way Line of said 900 South Street; thence along said Northerly Right of Way Line North 89°05'07" West 550.00 feet to the Easterly Line of said Terakee Farm Property and the Point of Beginning.

Contains 755,373 Sq. Ft. or 17.341 Acres