

WEBER COUNTY PLANNING DIVISION

Administrative Review Meeting Agenda

May 17, 2023
4:00 p.m.

- 1. Minutes: April 19, 2023**
- 2. Administrative Items**
 - 2.1 UVR071520** - Consideration and action on a request for final approval of The Reserve at Crimson Ridge Cluster Subdivision Phase 2C, consisting of 9 lots. **Planner: Felix Lieferino**

 - 2.2 LVS071320** - Request for final approval of Summerset Farms Subdivision Phase 3, consisting of 9 lots. **Planner: Tammy Aydelotte**

Adjourn

The meeting will be held in Public Works Conference Room, in the Weber Center, 2nd Floor Suite 240, 2380 Washington Blvd, Ogden Utah 84401

****Public comment may not be heard during administrative items. Please contact***

the Planning Division Project Manager at 801-399-8374 before the meeting if you have questions or comments regarding an item*

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Weber County Planning Commission at 801-399-8374

April 19, 2023

Minutes of April 19, 2023, Administrative Review Hearing, held in the Weber County Planning Division Office, 2380 Washington Blvd., Suite 240, Ogden UT, commencing at 2:30 p.m.

Staff Present: Rick Grover, Planning Director; Felix Lleverino, Planner; Ashley Thoman, Engineer; June Nelson, Secretary

1. **Minutes: March 29, 2023** -Minutes approved as presented
2. **Administrative Items**

2.1 LVH070822, Consideration, and action on a request for approval of Howard Industrial Park Subdivision, consisting of seven manufacturing lots. **Planner: Felix Lleverino**

The applicant is requesting approval for a seven-lot subdivision. Lot 1 will have access from 900 South, a public road. Lots 2 through 7 will access from a private street called 9175 West. While private roads are prohibited where a public road could be built, the County Engineer has determined that a private road is the best option for this location and design, with the condition that the owner constructs a road that is built to a weight capacity for large trucks and that the asphalt road is at least 36' wide. The road cross section created by the developer displays that these county engineering design requirements are satisfied.

The Western Weber General plan indicates that 900 South Street requires a 120' right of way. The Howard Industrial Park plan will preserve an additional 10' in the form of an easement that will accommodate for a 120' ROW. The plat also notes that all structures minimum yard setbacks shall be measured from the ROW easement.

As part of the approval process, the proposal has been reviewed against the current Weber County Land Use Code (LUC), and the standards of the M-3 zone found in LUC §104-21. The following section is a brief analysis of this project against current land use regulations.

Director Grover asked if there was anything from Engineering. Ashley Thoman (Engineer) stated that they would like a little more time to review. The applicant-Rob Howard said that they would like to get it plated, even if there are a lot of conditions. They are willing to work with engineering to address any issues and make improvements. Director Grover said that he was hesitant to do a final approval with so many conditions and questions from Engineering. He went on to suggest that we table this item until Tuesday April 25 at 2:00 for a final approval-if everything is worked out.

Item was tabled until April 25. -4-19-2023 by Director Rick Grover.

2.2 CUP2023-04, Consideration and action for a conditional use permit amendment to make minor adjustments to the approved landscape plan. The Lilac Estates PRUD is located at 2900 S 3500 W, Ogden. **Planner: Felix Lleverino**

The applicant is requesting approval for a conditional use permit amendment that would make minor changes to the landscape plan to implement water-conserving landscaping and the placement of a more stable material for the retention basin. This proposed amendment includes a revised landscape plan in Exhibit A. The following is an analysis of the project against the County's land use codes.

Director Grover is ok with the changes, but would like to see industrial strength weed barriers cloth to be used.

The planning staff recommends approval of the Lilac Estates landscape plan amendment with the following conditions:
1. All areas with ground coverings such as mulch, rock, and landscape gravel are underlain with industrial strength weed barrier cloth.

2. Conditions from the original conditional use permit (CUP2021-01) shall remain applicable.

The following findings are the basis for the staff's recommendation:

1. This request complies with the requirements and procedures from the Conditional Use Permit code and the Design Review code.

Date of Administrative Approval following all findings and conditions listed above. April 19, 2023
Approved by Rick Grover
Weber County Planning Director

Adjourned 3:05

Respectfully Submitted,
June Nelson
Lead Office Specialist



Staff Report to the Weber County Planning Division

Weber County Planning Division

Synopsis

Application Information

Application Request:	File Number UVR071520 - Consideration and action on a request for final approval of The Reserve at Crimson Ridge Cluster Subdivision Phase 2C, consisting of 9 lots.
Type of Decision	Administrative
Agenda Date:	Wednesday, May 17, 2023
Applicant:	Steven Fenton

Property Information

Approximate Address:	5235 E Highway 158, Liberty
Project Area:	31.2 acres
Zoning:	Forest Valley (FV-3)
Existing Land Use:	Vacant grassland
Proposed Land Use:	Residential Subdivision
Parcel ID:	20-003-0024
Township, Range, Section:	T6N, R1E, Section 3

Adjacent Land Use

North:	Residential/Grassland	South:	Residential
East:	Pineview Reservoir	West:	Forest

Staff Information

Report Presenter:	Felix Lleverino flleverino@co.weber.ut.us 801-399-8767
Report Reviewer:	RG

Applicable Ordinances

- Title 101 (General Provisions) 1-7 (Definitions)
- Title 104 (Zones) Chapter 14 (Forest Valley 3 Zone)
- Title 104 (Zones) Chapter 28 (Ogden Valley Sensitive Lands Overlay District)
- Title 106 (Subdivisions)
- Title 108 (Standards) Chapter 3 (Cluster Subdivision)
- Title 108 (Standards) Chapter 22 (Natural Hazard Areas)

Development History

The Reserve at Crimson Ridge was presented before the Ogden Valley Planning Commission for sketch plan endorsement on June 2, 2020, in that meeting, the Planning Commission raised some questions regarding the stream corridor, snow storage, and emergency services access.

On September 22, 2020, the preliminary plan for phases 2 and 3 was heard and approved by the Ogden Valley Planning Commission based on the following conditions:

A request for final approval of Crimson Ridge Phases 2A, 2B, and 2C from the planning commission was tabled in a public meeting held on February 23, 2021, until the provisions for the creation of private streets are adopted into Weber County Subdivision Code.

On May 25th, 2021 the planning commission forwarded a positive recommendation to the County Commission for final approval of the Reserve at Crimson Ridge Phases 2A, 2B, and 2C.

On June 28th 2022 the final dedication plat for phases 2A and 2B were recorded. The time limitation for the subsequent phase 2C falls on the 28th of June 2023.

Crimson Ridge Phase 2C is presented before the Planning Division in an Administrative Review Meeting held on May 17, 2023.

Background

The applicant is requesting final approval of The Reserve at Crimson Ridge Phase 2C, consisting of nine lots.

As stated in the section above, phase 2C received a positive recommendation for final approval from the planning commission however, since then, the developer has changed the road design to create a permanent terminal street in the form of a cul de sac at the end of Eden View Drive. For context, both versions of the Phase 2C plan are included in this report. Many of the important defining features and amenities of the development will remain the same, particularly, the subdivision boundary, the configuration of lots, the number of lots, the exact amount of open space, and the landscaping. Features added to the new plan include added trail segments that enhance the trail system, trail easements connecting Harbor View Estates with adjoining Crimson Ridge phases and forest service property to the north, and the inclusion of a hammerhead turn-around with snow storage within phase 2C to address the maximum terminal street length requirements of section 106-2-2.4.

As part of the approval process, the proposal has been reviewed against the current Weber County Land Use Code (LUC), and the standards of the FV-3 zone found in LUC §104-14. The following section is a brief analysis of this project against current land use regulations.

Analysis

General Plan: This proposal conforms with the Ogden Valley General Plan (OVGP) by encouraging low-density development that preserves open space (see page 21 of the 2016 OVGP).

Zoning: The property is located in the FV-3 Zone. The purpose of this zone is stated in the LUC §104-14-1.

“The purpose of the Forest Valley Zone, FV-3 is to provide an area for residential development in a forest setting at a low density, as well as to protect as much as possible the naturalistic environment of the development.”

Natural Hazards: The location of phase 2C is nestled at the top of a rise of land where the slopes abruptly turn up the slope toward areas that are unsuitable for development. The geologic conditions present in this portion of phase 2C at the upper-west edge of the development are prone to landslides and slope failures. Geologic hazards present at the upper west edge of phase 2C are determined by the geologist to have a hazard rating of “High” for earthquake ground shaking, Landslides, and slope failures. Existing geologic issues could support the creation of a cul de sac that would reduce soil disturbances in problem areas. For a visual representation, the selected pages from the geologic and geotechnical reports are included as Exhibit D in this report.

Building Site: Throughout each phase, areas planned for lots are selected for the lack of steep slopes, minimal geologic hazards, and preservation of natural features like viewsheds and stream corridors, and native forested areas.

Relation to Adjoining Street System: Section (106-2-1 a) “The arrangement of streets in new subdivisions shall make provision for the continuation of the existing streets in adjoining areas (or their proper protection where adjoining land is not subdivided) insofar as such may be deemed necessary by the planning commission for public requirements. The street arrangement must be such as to cause no unnecessary hardship to owners of adjoining property when they plat their land and seek to provide for convenient access to it.”

During preliminary approval from the Planning Commission on September 22, 2020, the Planning Division recommended that a public road continuation from the Morningside lane is made public and that the road connectivity plan include a stub to adjacent properties to the north be made. However, besides the planning staff recommendation, it is preferred by the County Engineer for the roads within The Reserve at Crimson Ridge phase 2C to remain private due to the planned ROW width of 50’ and that portions of the roads extend across areas with geologic concerns.

Since the roads within this development will be implementing the private street option, section 106-2-2.1 (b) applies. The specific features of this option place the responsibility to construct and maintain the streets on the developer, and the dedication plat includes a plat note stating the following:

” The note shall read as follows: “Use of a street labeled as "Privately operated and maintained street" is reserved for the exclusive and private use of the adjoining lot owners until and unless the governing body assumes public responsibility for the street.”

The developer shall also record a Private Road Within a Public ROW Covenant. A condition concerning the covenant is added to the staff recommendation portion of this report.

Ogden Valley Pathways: It is the vision of the Ogden Valley General Plan to create a system of pathways that contribute to the rural lifestyle of residents and visitors while creating recreational outdoor opportunities that are safe for foot, bicycle, skates, and other non-motorized forms of travel. The pathway and trail system employed throughout the Reserve at Crimson Ridge will provide a mix of unpaved trails, side paths, and pathway stream crossings that could become an inviting unique feature of the Crimson Ridge development. The developer has agreed to create a publically accessible system of pathways and trails throughout.

While the deeding of trail corridors and the construction of gravel pathways are crucial in the establishment of this amenity, the planning division feels it is necessary to signify to potential users that the public trails are open and that basic trail information is posted at the various trailhead entry points. It is for this reason that the planning staff is referencing section 108-17-4 (c)(1) requiring directional information signage at the major entry points of the crimson ridge trailheads. The planning staff has placed red dots on the map in Exhibit E at the locations where trailhead signage could be placed.

The developer has been made aware of this request and the code reference. The planning staff has included this as a condition of approval.

Sensitive Lands: The sensitive land map showing stream corridors indicated the presence of an intermittent stream that requires a 50-foot setback from the high watermark. The entire stream corridor is dimensioned on each phase of the development with its associated 50-foot setback.

Culinary Water: The new well is complete, tested, and ready to be drawn from. The Planning Commission approved a conditional use permit for the water tank and well house on January 26th, 2021. All 41 lots of the Crimson Ridge development, including phase 2C, will be served with culinary and irrigation water by the Crimson Ridge private water system. The Utah Division of Drinking Water is the authority for the water system.

Sanitary System: A community septic system and drain field that serves Phase 1 is enlarged to serve Phase 2 and Harbor View Estates. The expansion of the community septic system is complete and fully operational. Each lot will have an individual septic tank, and the sewer effluent is further treated in the sewer pods and discharged into the drain field and chamber absorption trenches. The Utah Division of Water Quality is the authority over the septic system.

Review Agencies: Upon submittal of the new plan for phase 2C that would create a permanent terminal street, the Weber County Fire District has expressed an additional requirement to allow for a permanent terminal street that exceeds 700 feet. The additional requirement involves designing a hammerhead-style turn-around and snow storage easement approximately 700 feet back from where the road terminates. Fire District stated that the modifications adequately address their concerns. A final set of civil drawings is currently under review by the County Engineering Department. The Planning Division has reviewed the subdivision plan for compliance with the subdivision code and the cluster code. The County Surveyor is finalizing a review of the final plat for the final remaining phase 2C of the Crimson Ridge development.

Staff Recommendation

Staff recommends final approval of The Reserve at Crimson Ridge Phase 2C, consisting of 9 lots. This recommendation is based on all review agency comments and the following conditions:

1. A private road within a Public ROW Covenant is recorded with the final plat
2. All County Engineering and Fire Marshall requirements are satisfied
3. Wayfinding signage is placed at the trail entry points that specify trail details and that the trail is available for public use.
4. Follow all Utah State requirements for a public water system.
5. Subdivision Improvements for phase 2C must be completed or escrowed at the time of recording.
6. An Open Space Covenant is recorded with the final plat.

The following findings are the basis for the staff's recommendation:

1. The proposed subdivision conforms to the Ogden Valley General Plan.
2. The proposed subdivision complies with the applicable County codes.

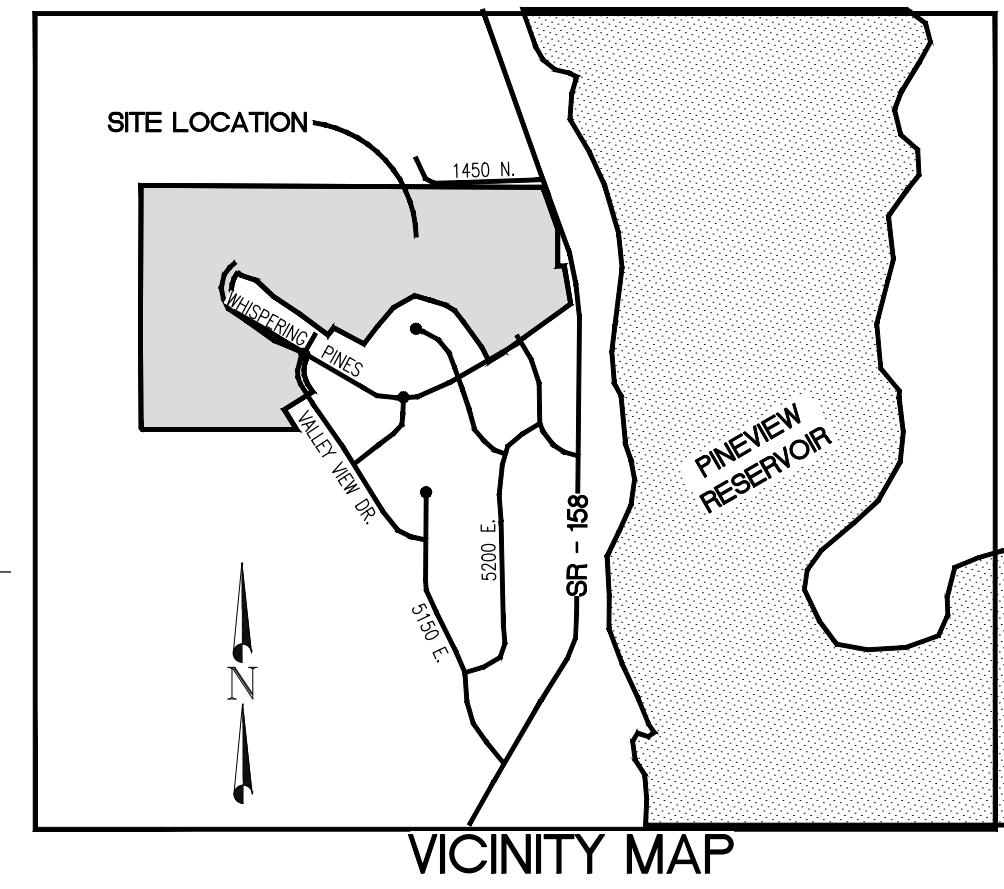
Exhibits

- A. The Reserve at Crimson Ridge Phase 2C
- B. 2021 Phase 2C plan
- C. Open Space plan
- D. Geologic and Geotechnical Reports (selected pages)
- E. Wayfinding signage locations (planning staff recommendation)

Area Map



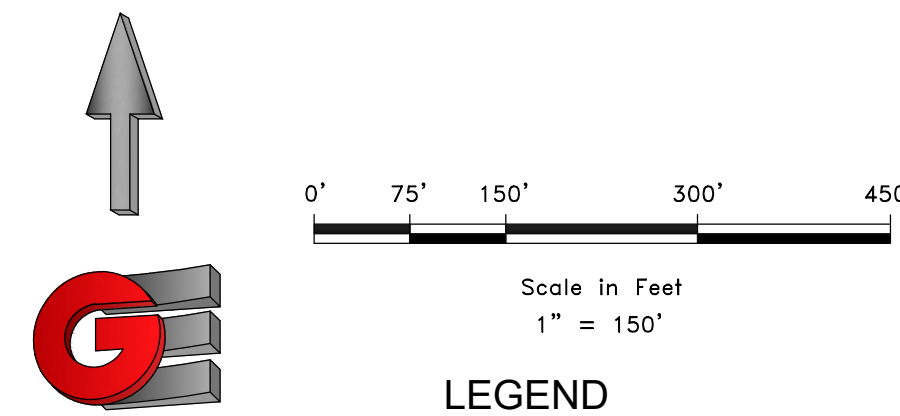
THE RESERVE AT CRIMSON RIDGE PHASE 2C
CLUSTER SUBDIVISION
LOCATED IN THE NORTH HALF OF SECTION 10, AND THE SOUTH HALF OF SECTION 3
TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
WEBER COUNTY, UTAH, FEBRUARY 2023



BOUNDARY DESCRIPTION
A PART OF THE NORTH HALF OF SECTION 10 AND A PART OF THE SOUTH HALF OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN...

SURVEYOR'S CERTIFICATE

I, KLINT H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 IN ACCORDANCE WITH TITLE 56, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT...



LEGEND

- WEBER COUNTY MONUMENT AS NOTED
SET 24" REBAR AND CAP MARKED GARDNER ENGINEERING
STREET CENTERLINE MONUMENT TO BE SET
SUBDIVISION BOUNDARY
LOT LINE
CENTER LINE
ADJACENT PARCEL
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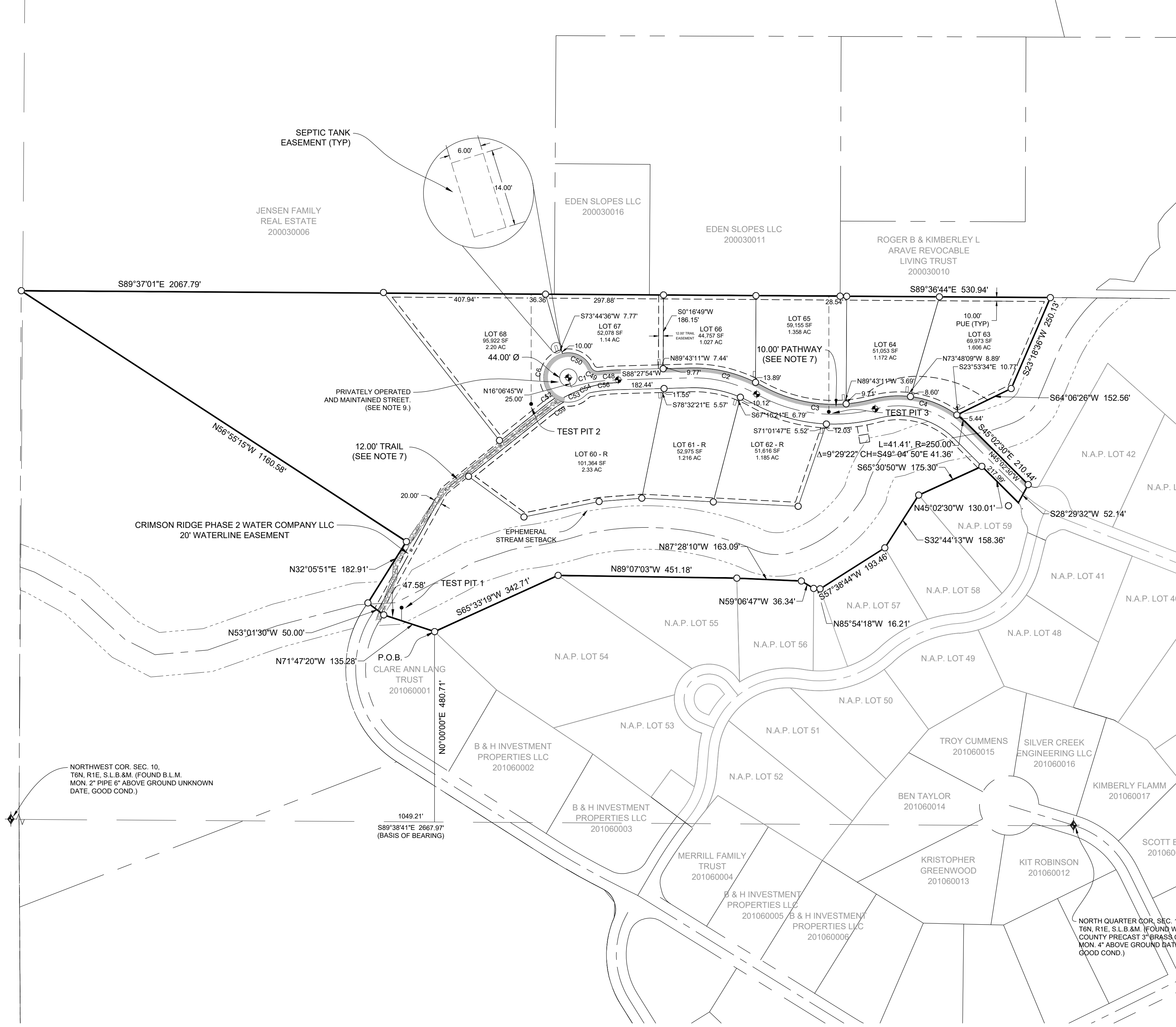
- SUBJECT PROPERTY FALLS WITHIN FEMA FLOOD ZONE "X" - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AND ZONE "D" - AREAS IN WHICH FLOOD HAZARDS ARE UNDETERMINED BUT POSSIBLE...
CLUSTER SUBDIVISION SETBACKS: FRONT: 20'; SIDE: 8'; REAR: 20'; MINIMUM SETBACKS SHALL BE MEASURED FROM THE BOUNDARY OF THE COUNTY-OWNED STREET PARCEL.
HOMEOWNERS ARE REFERRED TO THE GEOTECHNICAL INVESTIGATION "GEOTECHNICAL INVESTIGATION PROPOSED CRIMSON RIDGE - PHASES 2 & 3 5129 EAST WHISPERING PINES LANE EDEN, UTAH" PREPARED BY APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC. ON SEPTEMBER 15, 2020 WITH A PROJECT NUMBER OF 1200541. HOUSE CONSTRUCTION SHALL CONFORM TO REPORT PARAMETERS. HOMEOWNERS ARE ENCOURAGED TO SEEK GEOTECHNICAL ON-SITE EVALUATION AS DEEMED DESIRABLE PER REPORT. FOR SOIL TEST PIT LOGS REFER TO THE ABOVE MENTIONED GEOTECHNICAL REPORT.

ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF WEBER)
On this day of 2023, personally appeared before me Steven Fenton, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Owner/Manager of B & H INVESTMENT PROPERTIES LLC, and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said Kevin Deppe acknowledged to me that said Corporation executed the same.

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WEBER COUNTY SURVEYOR
I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE BEEN SATISFIED...

WEBER COUNTY ATTORNEY
I HAVE EXAMINED THE FINANCIAL GUARANTEE AND OTHER DOCUMENTS ASSOCIATED WITH THIS SUBDIVISION PLAT AND IN MY OPINION THEY CONFORM WITH THE COUNTY ORDINANCE...

WEBER COUNTY ENGINEER
I HEREBY CERTIFY THAT THE REQUIRED PUBLIC IMPROVEMENT STANDARDS AND DRAWINGS FOR THIS SUBDIVISION CONFORM WITH COUNTY STANDARDS AND THE AMOUNT OF THE FINANCIAL GUARANTEE IS SUFFICIENT FOR THE INSTALLATION OF THESE IMPROVEMENTS.

WEBER COUNTY COMMISSION ACCEPTANCE
THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT, THE DEDICATION OF STREETS AND OTHER PUBLIC WAYS AND FINANCIAL GUARANTEE OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION THEREON ARE HEREBY APPROVED AND ACCEPTED BY THE COMMISSIONERS OF WEBER COUNTY, UTAH.

WEBER COUNTY PLANNING COMMISSION APPROVAL
THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS DULY APPROVED BY THE WEBER COUNTY PLANNING COMMISSION.

WEBER - MORGAN HEALTH DEPARTMENT
I DO HEREBY CERTIFY THAT THE SOILS, PERCOLATION RATES, AND SITE CONDITION FOR THIS SUBDIVISION HAVE BEEN INVESTIGATED BY THIS OFFICE AND ARE APPROVED FOR ON-SITE WASTEWATER DISPOSAL SYSTEMS.

NARRATIVE
THE PURPOSE OF THIS SURVEY WAS TO CREATE A NINE LOT SUBDIVISION ON THE PROPERTY AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY B&H INVESTMENTS PROPERTIES, THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING WEBER COUNTY SURVEY MONUMENTATION AS SHOWN AND NOTED HEREON...

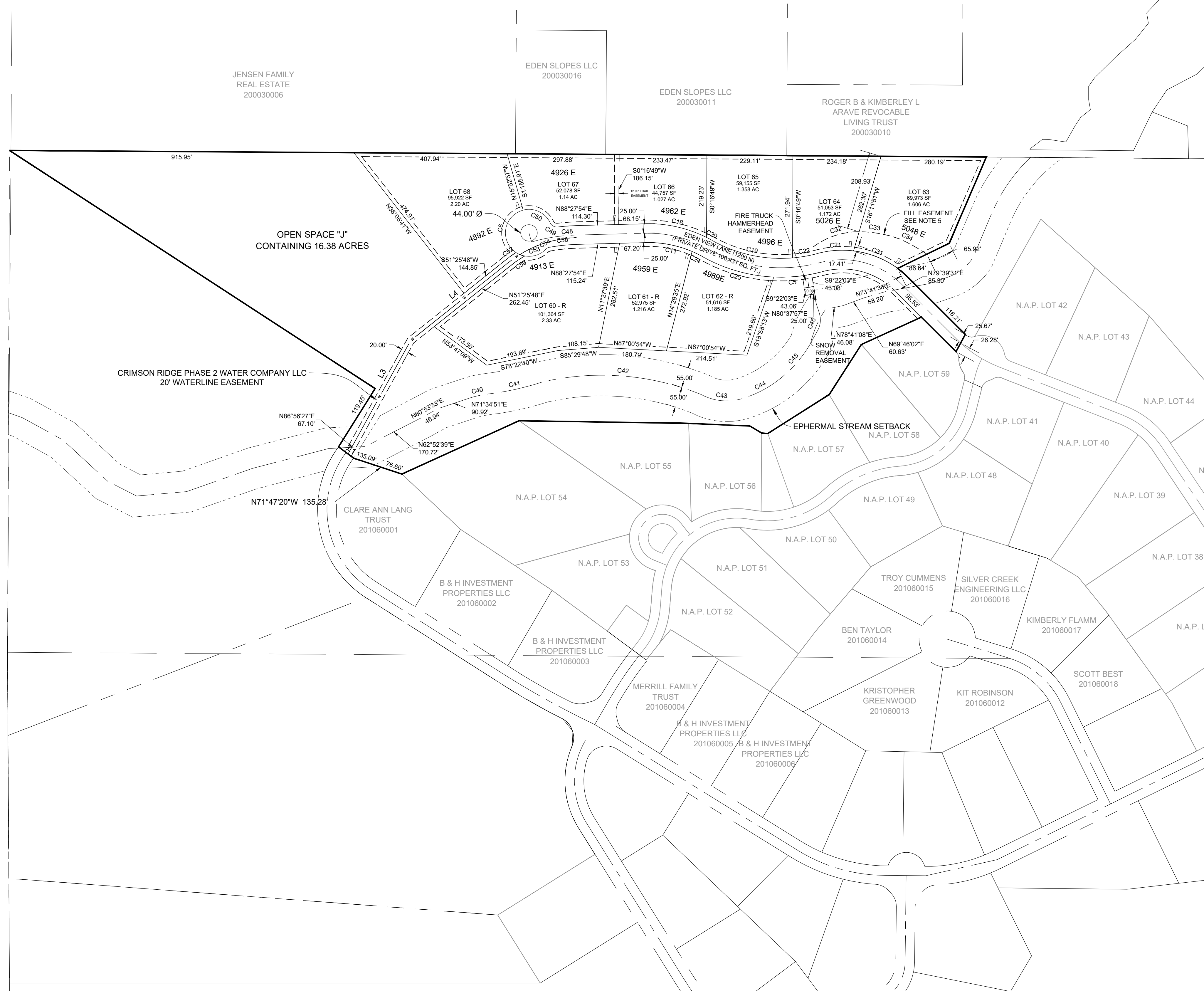
Stamp area containing Notary Public seal, County Recorder information, and Gardner Engineering logo with contact details.

PLAT 2023 - B&H INVESTMENT PROPERTIES LLC (SURVEYOR) CRIMSON RIDGE PHASE 2C (SUBDIVISION) CRIMSON RIDGE PHASE 2C (SUBDIVISION)

**THE RESERVE AT CRIMSON RIDGE PHASE 2C
CLUSTER SUBDIVISION**
LOCATED IN THE NORTH HALF OF SECTION 10, AND THE SOUTH HALF OF SECTION 3
TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
WEBER COUNTY, UTAH, FEBRUARY 2023

LINE TABLE		
LINE #	LENGTH	BEARING
L1	20.07	S53° 01' 30"E
L3	345.35	S28° 50' 05"W
L4	336.09	S51° 25' 48"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	120.34	473.00	14.58	N81° 10' 35"E	120.02
C2	174.32	325.00	30.73	S76° 10' 08"E	172.24
C3	309.31	400.00	44.31	S82° 57' 19"E	301.66
C4	238.80	225.00	60.81	S74° 42' 11"E	227.75
C5	130.93	425.00	17.65	N83° 43' 02"E	130.41
C6	144.50	62.50	132.47	S9° 43' 00"W	114.40
C11	128.77	300.00	24.59	S79° 14' 17"E	127.79
C18	170.85	350.00	27.97	N77° 33' 02"W	169.16
C19	222.12	375.00	33.94	N77° 46' 17"W	218.89
C20	16.88	350.00	2.76	N62° 11' 03"W	16.88
C21	96.42	250.00	22.10	S85° 56' 28"W	95.83
C22	67.86	375.00	10.37	S80° 04' 33"W	67.76
C24	32.14	300.00	6.14	S63° 52' 19"E	32.13
C25	197.71	425.00	26.65	S74° 07' 48"E	195.94
C31	127.34	250.00	29.18	S68° 25' 03"E	125.97
C32	131.00	204.71	36.67	N71° 42' 00"E	128.78
C33	110.53	317.62	19.94	S79° 46' 24"E	109.97
C34	82.56	452.81	10.45	S60° 47' 33"E	82.44
C40	46.13	225.71	11.71	N77° 26' 07"E	46.05
C41	151.97	760.05	11.46	N77° 33' 42"E	151.72
C42	428.23	705.32	34.79	S85° 30' 39"E	421.68
C43	114.52	143.44	45.74	S84° 11' 24"E	111.50
C44	117.14	307.00	21.86	N62° 00' 30"E	116.43
C45	121.44	328.26	21.20	N40° 28' 47"E	120.75
C46	100.56	263.76	21.85	N23° 52' 38"E	99.96
C48	48.15	498.33	5.54	S85° 41' 48"W	48.13
C49	24.96	20.00	71.49	N61° 19' 37"W	23.37
C50	85.60	62.50	78.47	N64° 48' 51"W	79.06
C52	30.85	310.00	5.70	N54° 16' 50"E	30.83
C53	61.05	62.50	55.97	N72° 31' 38"E	58.66
C54	12.14	20.00	34.77	N61° 55' 30"E	11.95
C56	71.60	448.00	9.16	N83° 53' 11"E	71.52
C59	43.19	290.00	8.53	N55° 41' 46"E	43.15



LEGEND

- WEBER COUNTY MONUMENT AS NOTED
- SET 24" REBAR AND CAP MARKED GARDNER ENGINEERING
- SUBDIVISION BOUNDARY
- LOT LINE
- CENTER LINE
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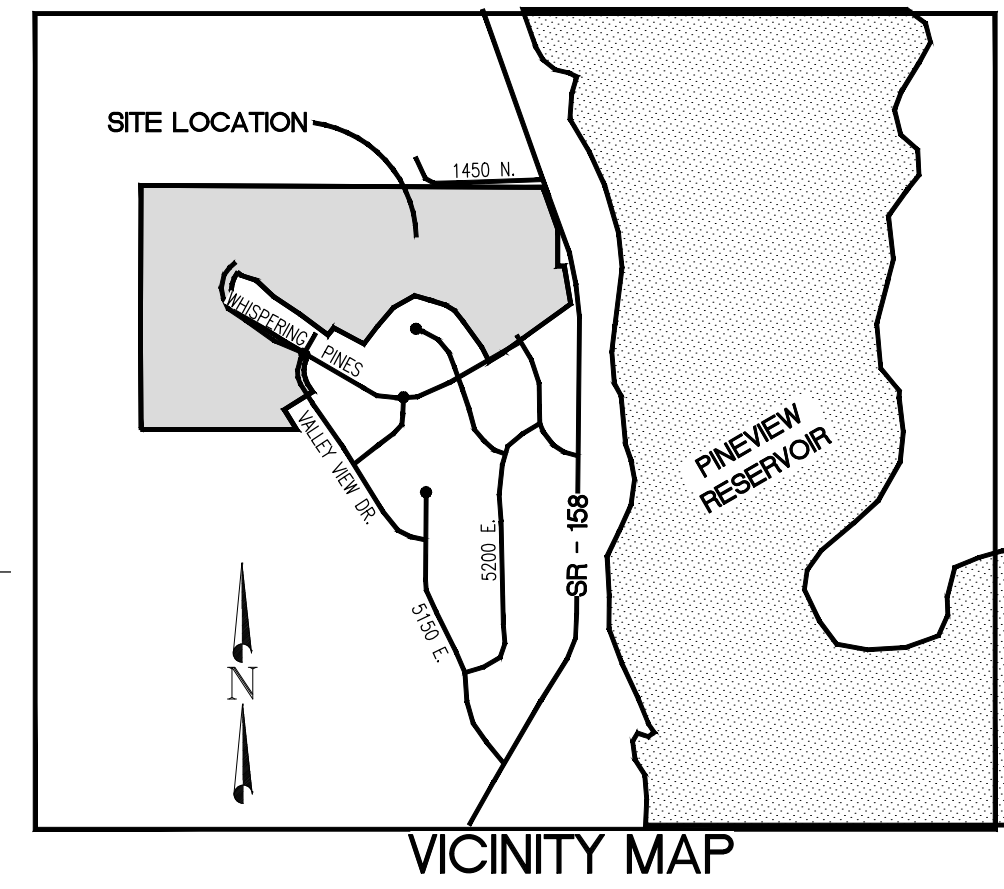
Scale in Feet
1" = 150'

0' 75' 150' 300' 450'

DEVELOPER: B&H INVESTMENT PROPERTIES LLC 110 WEST 1700 NORTH CENTERTVILLE, UTAH 84014 801-295-4193	S2 2	COUNTY RECORDER ENTRY NO. _____ FEE PAID _____ FILED FOR AND RECORDED _____ AT _____ IN BOOK _____ OF OFFICIAL RECORDS, PAGE _____ RECORDED FOR _____ COUNTY RECORDER BY: _____
		 GARDNER ENGINEERING CIVIL • LAND PLANNING MUNICIPAL • LAND SURVEYING 5150 SOUTH 375 EAST OGDEN, UT OFFICE: 801-476-0202 FAX: 801-476-0066

P:\0208 - B&H INVESTMENT\CRIMSON RIDGE\SURVEY\CRIMSON RIDGE PHASE 2C\DWG

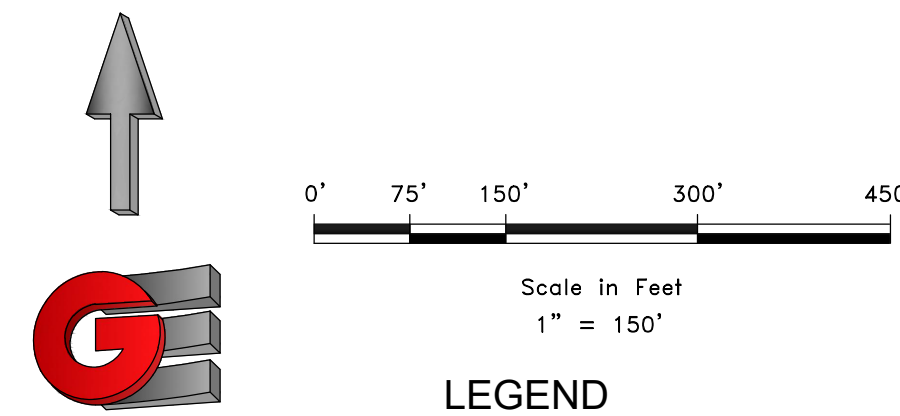
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WEBER COUNTY, UTAH, AUGUST 2021



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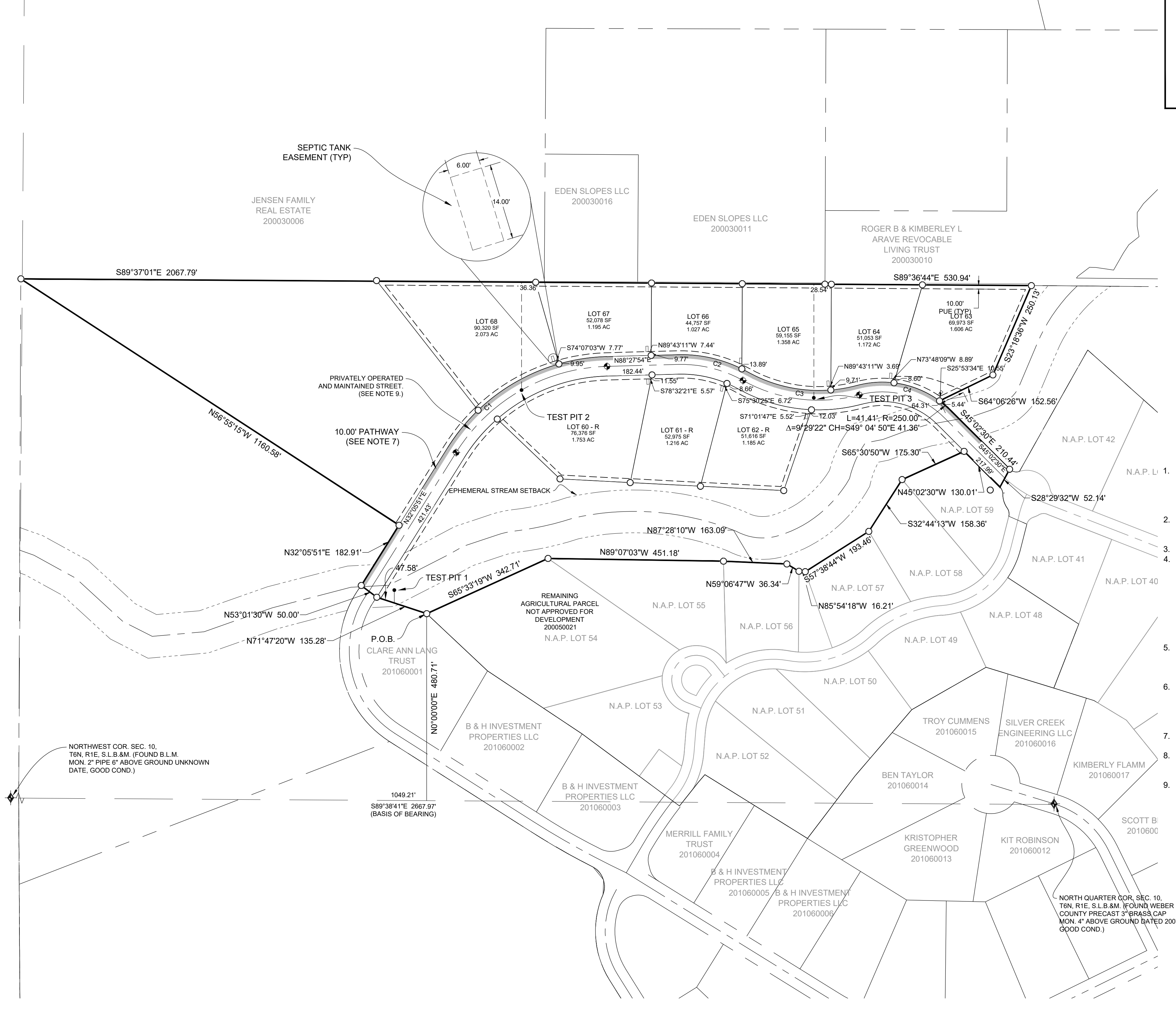
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I HEREBY CERTIFY THAT THE REQUIRED PUBLIC IMPROVEMENT STANDARDS AND DRAWINGS FOR THIS SUBDIVISION CONFORM WITH COUNTY STANDARDS AND THE AMOUNT OF THE FINANCIAL GUARANTEE IS SUFFICIENT FOR THE INSTALLATION OF THESE IMPROVEMENTS...

WEBER COUNTY COMMISSION ACCEPTANCE
THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT, THE DEDICATION OF STREETS AND OTHER PUBLIC WAYS AND FINANCIAL GUARANTEE OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION THEREON ARE HEREBY APPROVED AND ACCEPTED BY THE COMMISSIONERS OF WEBER COUNTY, UTAH.

WEBER COUNTY PLANNING COMMISSION APPROVAL
THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS DULY APPROVED BY THE WEBER COUNTY PLANNING COMMISSION.

WEBER - MORGAN HEALTH DEPARTMENT
I DO HEREBY CERTIFY THAT THE SOILS, PERCOLATION RATES, AND SITE CONDITION FOR THIS SUBDIVISION HAVE BEEN INVESTIGATED BY THIS OFFICE AND ARE APPROVED FOR ON-SITE WASTEWATER DISPOSAL SYSTEMS.

NARRATIVE
THE PURPOSE OF THIS SURVEY WAS TO CREATE A NINE LOT SUBDIVISION ON THE PROPERTY AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY B&H INVESTMENTS PROPERTIES, THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING WEBER COUNTY SURVEY MONUMENTATION AS SHOWN AND NOTED HEREON...

Stamp area containing Notary Public seal, County Recorder information, and Gardner Engineering logo with contact details.

PLAT 2021-08-B&H INVESTMENT PROPERTIES LLC (SUBDIVISION) CRIMSON RIDGE RESERVE AT CRIMSON RIDGE PHASE 2C.DWG

**THE RESERVE AT CRIMSON RIDGE PHASE 2C
CLUSTER SUBDIVISION**
LOCATED IN THE NORTH HALF OF SECTION 10, AND THE SOUTH HALF OF SECTION 3
TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
WEBER COUNTY, UTAH, AUGUST 2021

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	465.26	473.00	56.36	N60° 17' 09"E	446.73
C2	174.32	325.00	30.73	S76° 10' 08"E	172.24
C3	309.31	400.00	44.31	S82° 57' 19"E	301.66
C4	238.80	225.00	60.81	S74° 42' 11"E	227.75
C5	130.93	425.00	17.65	N83° 43' 02"E	130.41
C6	489.85	498.00	56.36	N60° 17' 08"E	470.34
C7	187.73	350.00	30.73	S76° 10' 08"E	185.49
C8	289.98	375.00	44.31	S82° 57' 19"E	282.81
C9	328.64	425.00	44.31	S82° 57' 19"E	320.51
C10	212.42	200.00	60.86	S74° 40' 49"E	202.58
C11	128.77	300.00	24.59	S79° 14' 17"E	127.79
C13	309.82	447.99	39.63	N68° 39' 10"E	303.69
C15	440.67	447.99	56.36	N60° 17' 10"E	423.11
C16	241.68	498.00	27.81	S60° 12' 52"W	239.32
C17	124.70	498.00	14.35	S81° 17' 28"W	124.38
C18	170.85	350.00	27.97	N77° 33' 02"W	169.16
C19	222.12	375.00	33.94	N77° 46' 17"W	218.89
C20	16.88	350.00	2.76	N62° 11' 03"W	16.88
C21	96.42	250.00	22.10	S85° 56' 28"W	95.83
C22	67.86	375.00	10.37	S80° 04' 33"W	67.76
C24	32.14	300.00	6.14	S63° 52' 19"E	32.13
C25	197.71	425.00	26.65	S74° 07' 48"E	195.94
C26	123.47	498.00	14.21	N39° 12' 32"E	123.15
C27	130.84	447.99	16.73	S40° 28' 25"W	130.38
C29	160.91	300.00	30.73	S76° 10' 08"E	158.99
C30	265.17	250.00	60.77	S74° 43' 19"E	252.91
C31	127.34	250.00	29.18	S68° 25' 03"E	125.97
C32	73.07	830.59	5.04	S88° 34' 55"E	73.04
C33	65.84	319.75	11.80	S72° 31' 14"E	65.73
C34	36.92	2235.40	0.95	S69° 07' 32"E	36.92
C40	46.13	225.71	11.71	N77° 26' 07"E	46.05
C41	151.97	760.05	11.46	N77° 33' 42"E	151.72
C42	428.23	705.32	34.79	S85° 30' 39"E	421.68
C43	114.52	143.44	45.74	S84° 11' 24"E	111.50
C44	117.14	307.00	21.86	N62° 00' 30"E	116.43
C45	121.44	328.26	21.20	N40° 28' 47"E	120.75
C46	100.56	263.76	21.85	N23° 52' 38"E	99.96



LEGEND

- ◆ WEBER COUNTY MONUMENT AS NOTED
- SET 24" REBAR AND CAP MARKED GARDNER ENGINEERING
- SUBDIVISION BOUNDARY
- LOT LINE
- - - CENTER LINE
- - - ADJACENT PARCEL
- - - SECTION LINE
- - - EASEMENT
- - - EXISTING FENCE LINE

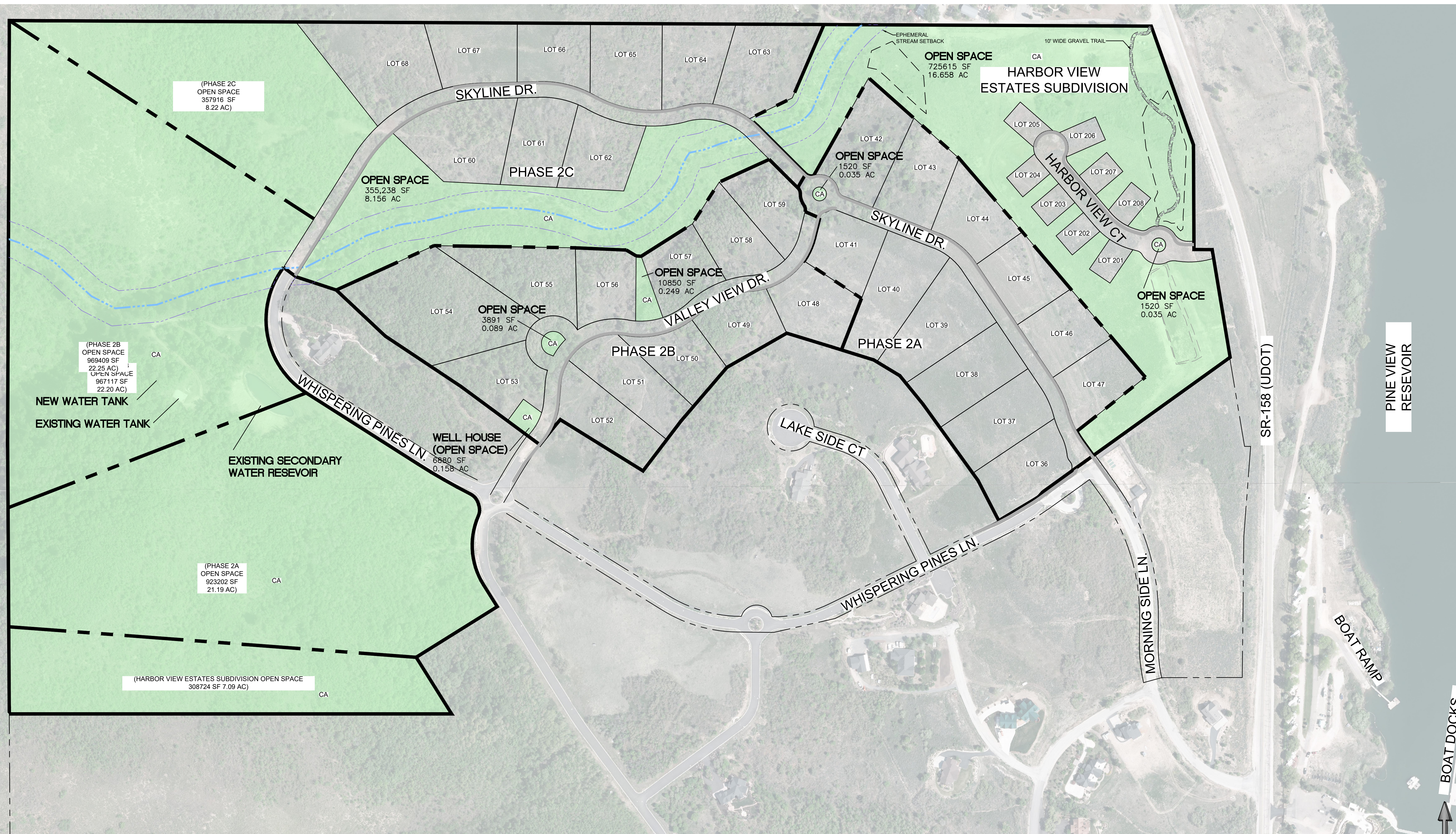
Scale in Feet
1" = 150'

DEVELOPER: B&H INVESTMENT PROPERTIES LLC 110 WEST 1700 NORTH CENTERVILLE, UTAH 84014 801-295-4193	S2 2	COUNTY RECORDER	
		ENTRY NO. _____ FEE PAID _____ FILED FOR AND RECORDED _____ AT _____ IN BOOK _____ OF OFFICIAL RECORDS, PAGE _____ RECORDED FOR _____ COUNTY RECORDER BY: _____	
CIVIL • LAND PLANNING MUNICIPAL • LAND SURVEYING 5150 SOUTH 375 EAST OGDEN, UT OFFICE: 801-476-0202 FAX: 801-476-0066			

RUG208 - B&H INVESTMENT CRIMSON RIDGE PHASE 2C SURVEY CRIMSON RIDGE PHASE 2C DWG

OPEN SPACE PRESERVATION PLAN

THE RESERVE AT CRIMSON RIDGE CLUSTER SUBD. - PHASE 2A, 2B, 2C + HARBOR VIEW ESTATES SUBDIVISION



OPEN SPACE TABLE

PHASE (LOTS)	AREA (AC)	OPEN SPACE (AC)	COMBINED PHASE PERCENTAGE
* (8 LOTS)	26.68	23.78	89.14% (HARBOR VIEW ESTATES SUBDIVISION)
2A (12 LOTS)	37.94	21.23	69.66% (*-2A)
2B (12 LOTS)	40.22	22.75	64.63% (*-2B)
2C (9 LOTS)	31.38	16.37	61.80% (*-2C)

* = INITIAL PHASE IS HARBOR VIEW SUBDIVISION

OPEN SPACE NARRATIVE:

- ALL OPEN SPACE AREAS TO BE MAINTAINED BY THE HOA. AREAS WEST OF SKYLINE DRIVE AND WHISPERING PINES LANE ARE TO BE PRESERVED AS NATURAL OPEN SPACE AREAS WITH THE EXCEPTION OF AREAS WHERE WATER TANK IS CURRENTLY INSTALLED AND NEW WATER TANK WILL BE INSTALLED AS A PART OF THIS DEVELOPMENT. IN THESE AREAS ANY DISTURBED AREAS WILL BE RESEED WITH A NATIVE SEED MIX TO HELP RE-ESTABLISH THE EXISTING LANDSCAPING. THESE OPEN SPACE AREAS WILL BE ACCESSIBLE FOR RESIDENTS OF THIS DEVELOPMENT TO UTILIZE FOR LIGHT FOOT TRAFFIC. EXISTING VEGETATION AND MATURE TREES WILL BE PRESERVED AND AREA CAN BE UTILIZED BY WILDLIFE.
- COMMON AREAS NEAR THE EPHEMERAL STREAM CORRIDOR WILL BE PRESERVED AS EXISTING NATURAL AREAS. ANY LOG REMOVAL OR OTHER DEBRIS WHERE PIPES CROSS UNDER A ROADWAY WILL BE MAINTAINED TO PREVENT LOGS FROM PLUGGING UP DESIGNED STORM WATER GOING UNDER ROADWAYS. AREAS NEAR THE EPHEMERAL STREAM SHALL ALSO BE ACCESSIBLE TO ALL RESIDENTS OF THIS DEVELOPMENT TO UTILIZE FOR LIGHT FOOT TRAFFIC. EXISTING VEGETATION AND MATURE TREES WILL BE PRESERVED AND AREA CAN BE UTILIZED BY WILDLIFE.
- SMALLER COMMON AREAS WITHIN THE DEDICATED ROADWAY SHALL BE MAINTAINED BY THE HOA IN AN ATTRACTIVE MANNER AS DESIRED BY THE HOA. THESE AREAS ARE FOR AESTHETICALLY VISIBLE FEATURES FOR THIS DEVELOPMENT.

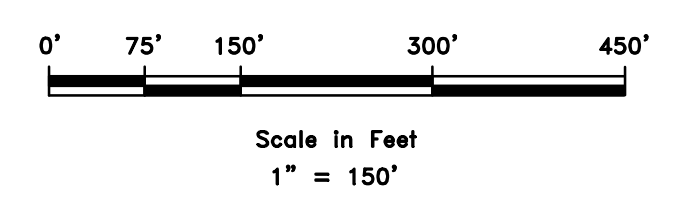
DEVELOPERS:

STEVE FENTON
6130 E. LAST CAMP CIR.
SLC, UT 84108
801-535-4055

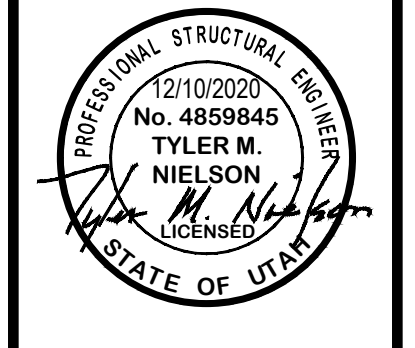
KEVIN DEPPE
110 W. 1700 N.
CENTERVILLE, UT 84014
801-535-4032

LEGEND:

OPEN SPACE AREAS -

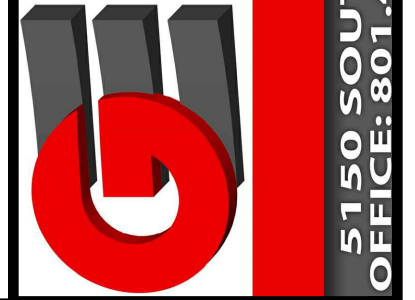


REVISIONS	DATE	DESCRIPTION



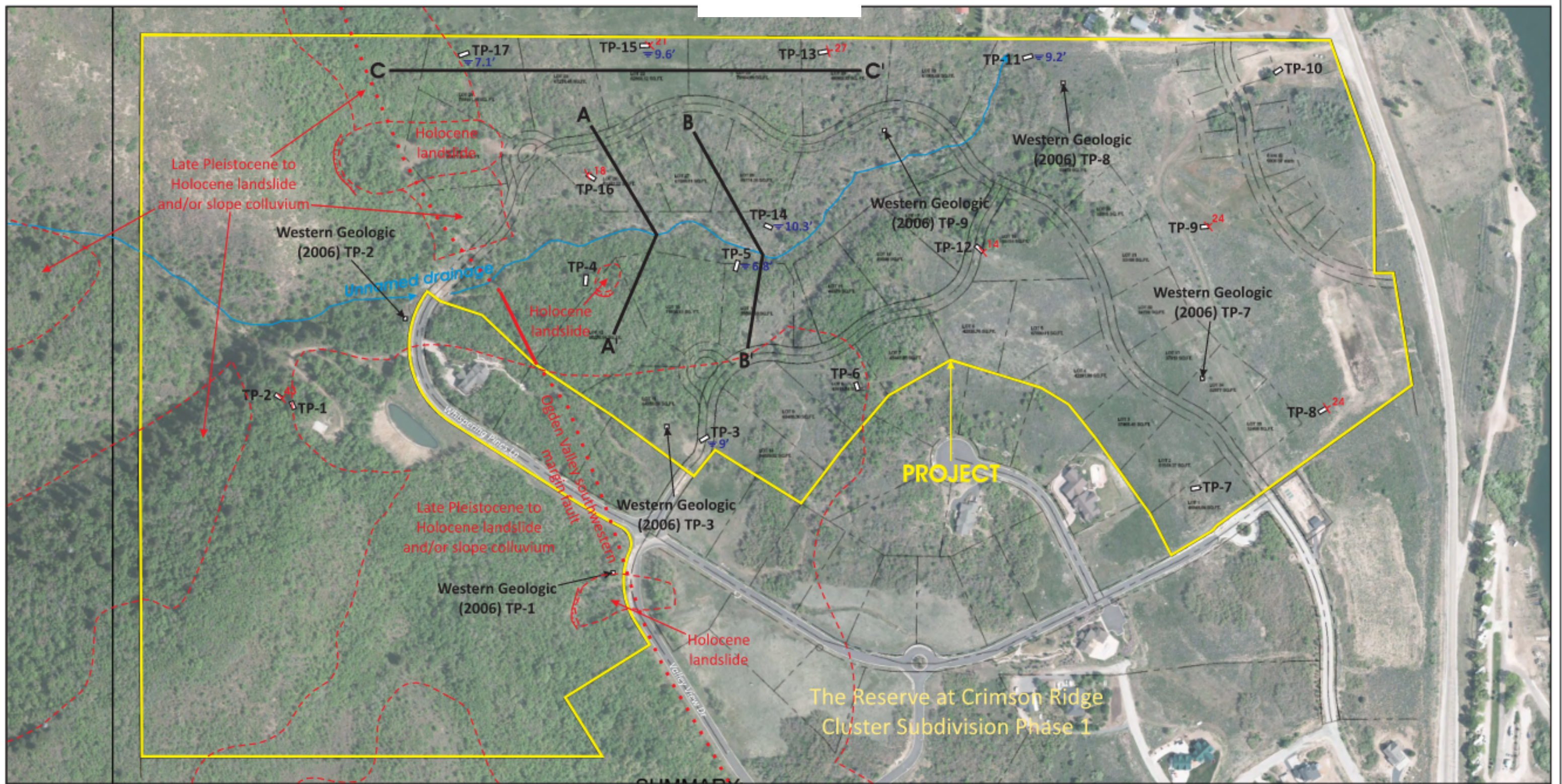
OPEN SPACE PRESERVATION PLAN
THE RESERVE AT CRIMSON RIDGE CLUSTER SUBD.
+ HARBOR VIEW ESTATES SUBDIVISION
1250 NORTH 5200 EAST
OGDEN VALLEY, WEBER, UTAH

GARDNER ENGINEERING
CIVIL-LAND PLANNING
MUNICIPAL-LAND SURVEYING



5150 SOUTH 375 EAST OGDEN, UT
OFFICE: 801.476.0522 FAX: 801.476.0066

Exhibit D



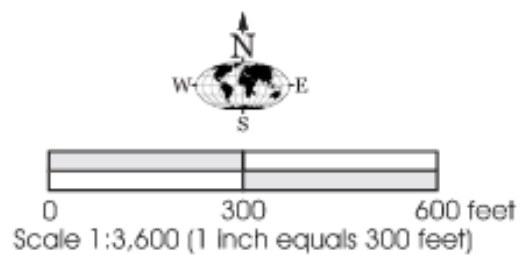
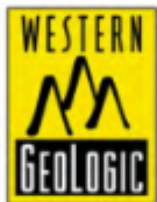
Source: Gardner Engineering Concept Map dated 9/20/19 and 2012 high-resolution orthophoto available from Utah AGRC.

2012 AIR PHOTO

GEOLOGIC HAZARDS EVALUATION

Proposed Crimson Ridge Phase 2 Subdivision
 About 1100 North Morningside Lane
 Eden, Utah

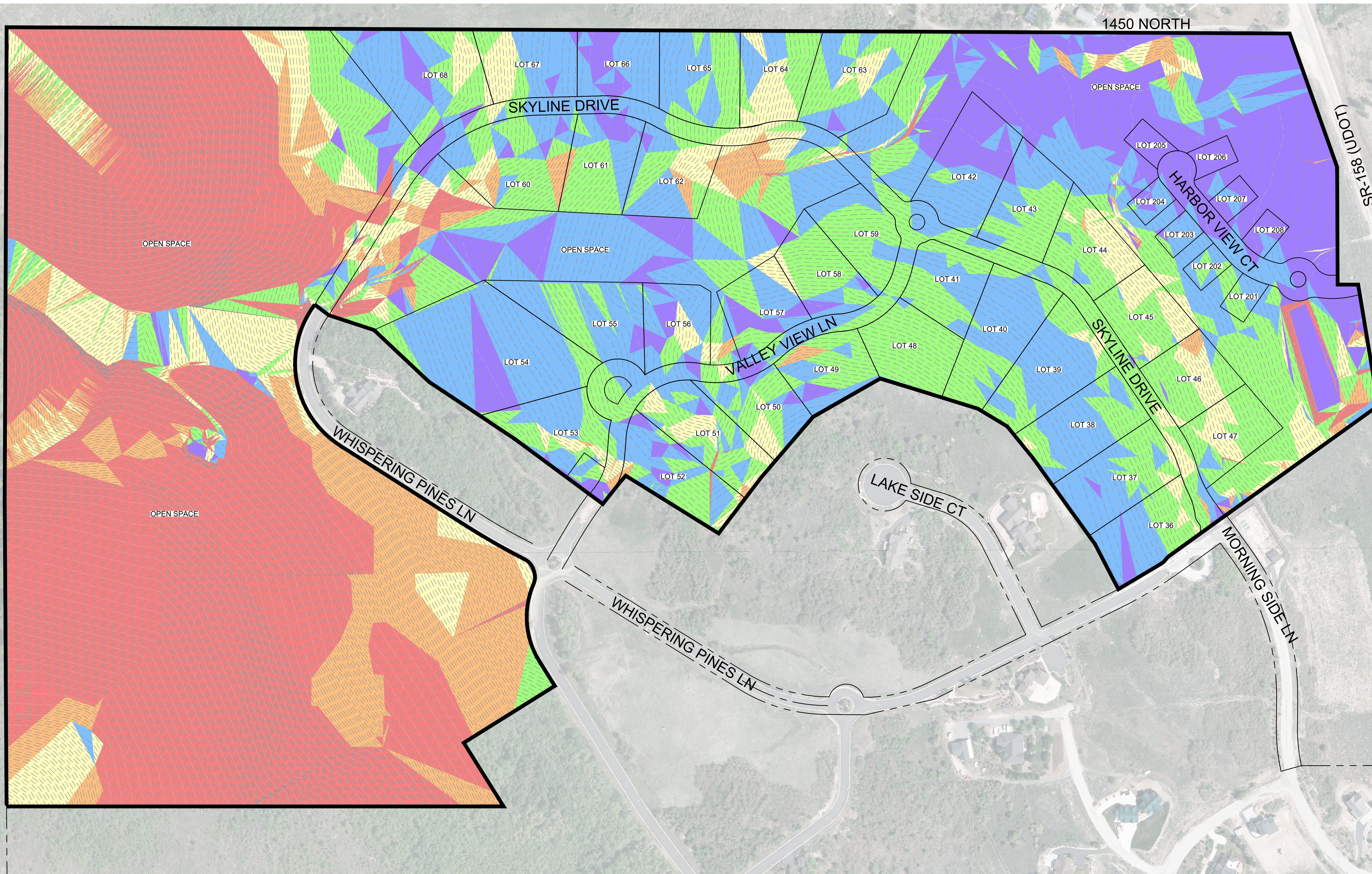
FIGURE 3A



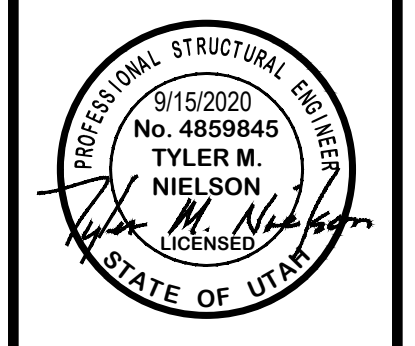
SLOPE ANALYSIS

THE RESERVE AT CRIMSON RIDGE CLUSTER SUBD. - PH 2 + PH 3

Slopes Table				
Number	Minimum Slope	Maximum Slope	Area	Color
1	0.00%	10.00%	664806.16	Blue
2	10.00%	15.00%	1248468.00	Light Blue
3	15.00%	20.00%	1203043.68	Light Green
4	20.00%	25.00%	506490.32	Yellow
5	25.00%	30.00%	514551.16	Orange
6	30.00%	200.00%	1796477.18	Red



REVISIONS	DATE	DESCRIPTION



SLOPE ANALYSIS
THE RESERVE AT CRIMSON RIDGE CLUSTER SUBD.
1250 NORTH 5200 EAST
OGDEN VALLEY, WEBER, UTAH

DEVELOPERS:

STEVE FENTON
 6130 E. LAST CAMP CIR.
 SLC, UT 84108
 801-535-4055

KEVIN DEPPE
 110 W. 1700 N.
 CENTERVILLE, UT 84014
 801-535-4032

GARDNER ENGINEERING
 CIVIL - LAND PLANNING
 MUNICIPAL - LAND SURVEYING
 5150 SOUTH 3725 EAST OGDEN, UT
 OFFICE: 801-476-0202 FAX: 801-476-0066

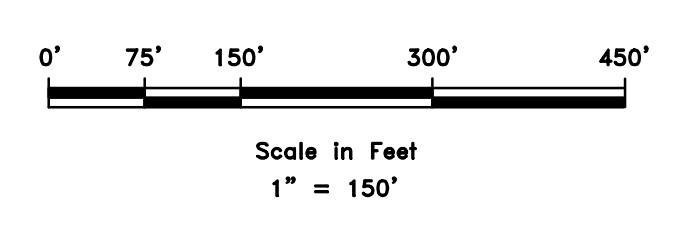
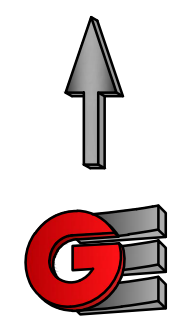
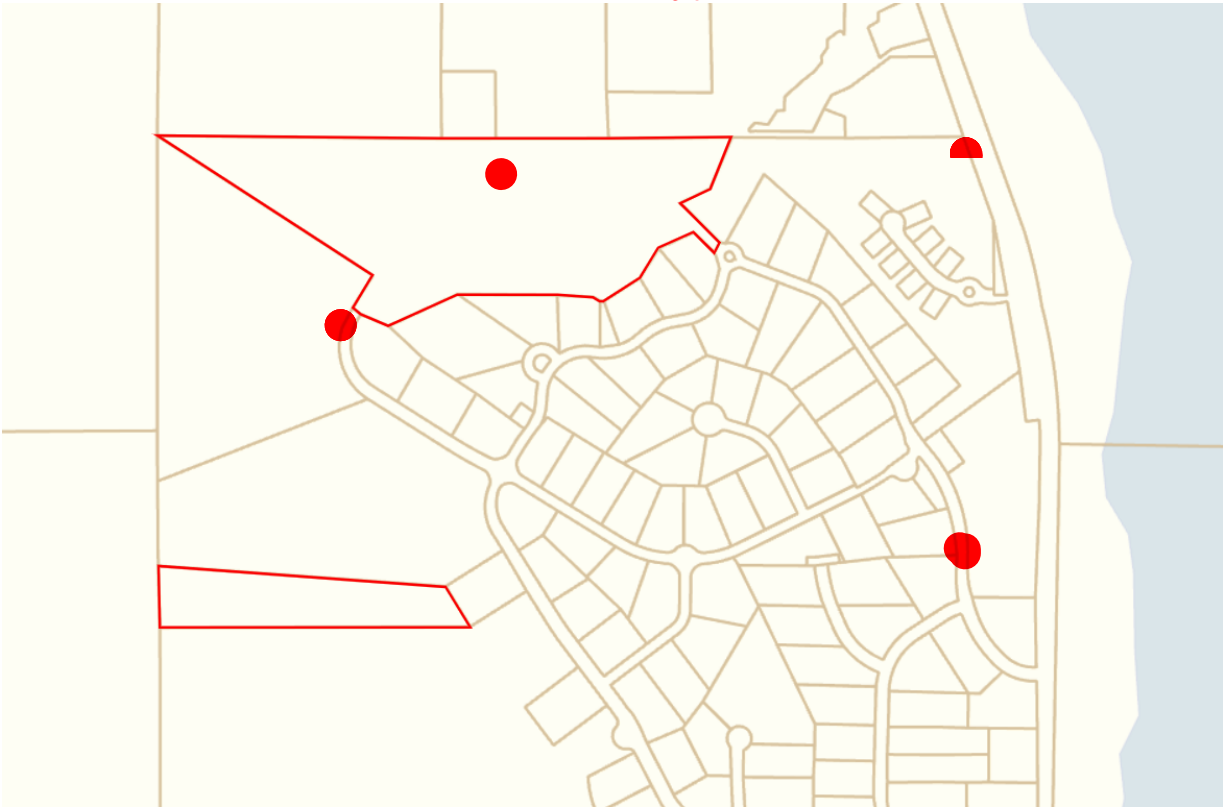


Exhibit E





Staff Report for Administrative Review

Weber County Planning Division

Synopsis

Application Information

Application Request:	Request for final approval of Summerset Farms Subdivision Phase 3, consisting of 9 lots.
Type of Decision:	Administrative
Agenda Date:	Wednesday, May 17, 2023
Applicant:	Lori Blake, Representative
File Number:	LVS071320

Property Information

Approximate Address:	2300 S 3650 W, Ogden, UT, 84401
Project Area:	13.362 acres
Zoning:	Agricultural (A-1)
Existing Land Use:	Residential
Proposed Land Use:	Residential
Parcel ID:	15-078-0162, 15-078-0171, 15-078-0178, 15-078-0177
Township, Range, Section:	T6N, R2W, Section 28 SE

Adjacent Land Use

North:	Residential	South:	Residential
East:	3500 West St	West:	3900 West St

Staff Information

Report Presenter:	Tammy Aydelotte taydelotte@webercountyutah.gov
Report Reviewer:	SB

Applicable Land Use Codes

- Weber County Land Use Code Title 106 (Subdivisions)
- Weber County Land Use Code Title 104 (Zones) Chapter 5 (A-1 Zone)

Background and Summary

5/14/2019: Preliminary approval granted by the Western Weber Planning Commission.

7/7/2020: Summerset Farms Phase 1 recorded.

3/24/2021: Summerset Farms Phase 4 recorded.

10/19/2021: Summerset Farms Phase 2 recorded.

8/9/2022: Recommendation of approval from Western Weber Planning Commission.

The applicant is requesting final approval of Summerset Farms Phase 3, consisting of 9 lots. This proposal includes continuation of a county, dedicated road (2300 South St) located at approximately 2300 S 3650 W in the A-1 Zone. The proposed subdivision will also require dedication of new County Road (3650 West St). The proposed subdivision and lot configuration are in conformance with the applicable zoning and subdivision requirements as required by the Uniform Land Use Code of Weber County (LUC). The following is a brief synopsis of the review criteria and conformance with LUC.

Analysis

General Plan: The proposal conforms to the Western Weber General Plan by creating lots for the continuation of single-family residential development that is currently dominant in the area.

Zoning: The subject property is located in the A-1 Zone, and is a lot averaged subdivision (LUC 106-2-4). Single-family dwellings are a permitted use in the A-1 Zone.

Lot area, frontage/width and yard regulations: In the LUC § 104-7-6, the A-1 zone requires a minimum lot area of 40,000 square feet for a single family dwelling and a minimum lot width of 150 feet. However, in a lot-averaged subdivision, the minimum requirements are as follows: Lot area in the A-1 zone – 20,000 square feet. Lot width in the A-1 zone: 80 feet. The average area and width of lots within the subdivision shall equal or exceed the minimum requirements for the zone.

1. *The averaged area and width of all lots to comply with zone standards.* The averaged lot area and averaged lot width of all lots located within a lot-averaged subdivision shall be no less than the minimum lot area and minimum lot width found in the applicable zone or zones.
2. *Lot standards.* The lot area and lot width of an individual lot located within a lot-averaged subdivision shall be no less than shown in the following table, provided that the averaged area and width of all lots in the subdivision maintains compliance with (5)(a) of this subsection (b).

	A-1 and A-2 Zones	A-3 and AV-3 Zones
Lot area	20,000 square feet	40,000 square feet
Lot width	80 feet	100 feet

As part of the subdivision process, the proposal has been reviewed for compliance with the current subdivision ordinance in the LUC § 106-1, and the A-1 zone standards in LUC § 104-5. The proposed subdivision will create four new public streets, as well as continue two previously dedicated public streets, from adjacent subdivisions (Favero Legacy Cluster Subdivision, and Cameron Cluster Subdivision).

Culinary water and sanitary sewage disposal: Taylor West Weber Water has given final approval for culinary water services, for Summerset Farms Phase 3 Subdivision. Applicant has also provided a final approval letter from Hooper Irrigation for secondary water for Phases 3 and 5. This subdivision has already been annexed into Central Weber Sewer District, per the County Engineer.

Staff Recommendation

Staff recommends final approval of Summerset Farms Subdivision Phase 3, consisting of 9 lots, located at approximately 2300 S 3650 W, Ogden, UT. This recommendation is subject to all review agency requirements, including any requirements from Wilson Canal Company, and the following conditions:

1. A fence must be installed along the Wilson Canal, or the canal must be piped (per Wilson Canal requirements, if needed). If not installed, it must be escrowed for with other improvements.
2. A pathway easement must be shown on the final plat in Phase 3 and the future Phase 5, from the cul-de-sac (temporary turnaround easement), southeast across the canal to connect to the pathway in Phase 4. This is a requirement of 106-1-5, pathways and sidewalk layout shall provide for the continuation of existing pathways or sidewalks. There is a pathway stubbed from the south.

This recommendation is based on the following findings:

1. The proposed subdivision conforms to the Western Weber General Plan
2. The proposed subdivision complies with applicable county ordinances

Exhibits

- A. Subdivision plat
- B. Improvements Guarantee Agreement

Area Map



WEBER COUNTY
IMPROVEMENTS GUARANTEE AGREEMENT

THIS AGREEMENT (herein "Agreement") is entered into this ___ day of _____, 20__.

***** PARTIES *****

"APPLICANT": Summerset Farms LLC

a(n): limited liability company (corporation, limited liability company, partnership, individual).

address: 2150 Valley View Dr city: Layton state: UT zip: 84041

telephone: (801)540-3400, facsimile: (____)

"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
- On-site improvement guarantee

with the COUNTY for Summerset Farms Phase 3
(description or name of Project)

located at approximately 2300 South 3650 West, Ogden, UT, 84401
(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 Exhibit B, 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.

4. **COMPLETION DATE.** APPLICANT shall complete the Improvements: (check one and complete)

within a period of 2 Year(s) Months (check one) from the date this Agreement was entered into;

- or -

as specified in Exhibit _____ (Completion Schedule), attached hereto and incorporated herein by this reference.

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 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):

CASH CERTIFICATE, identified by the following:

Escrow Account: _____

Escrow Account Repository: _____

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 A 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 \$ 188,433.04 (herein the "Proceeds"), and is made a part of this Agreement as Exhibit C (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(s) 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.

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 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.

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

"APPLICANT"

By: Summerst Farms by FBRO. 5/9/23
Applicant Signature Date

Title: Member

(Signature must be notarized on following pages.)

"COUNTY"

By: _____
Commission Chair Date

ATTEST: _____
County Clerk Date:

APPROVED AS TO CONTENT:

By _____
Planning Division Director Date

By _____
County Engineer Date

By _____
County Treasurer Date

APPROVED AS TO FORM:

By _____
County Attorney Date

APPLICANT NOTARIZATION

COMPLETE ONLY IF APPLICANT IS AN INDIVIDUAL

State of UT)
County of Davis) :ss

On this 7 day of May, 2024, personally appeared before me WILL BISHOP [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged that he/she/they executed the same.

[Signature]
Notary Public



COMPLETE ONLY IF APPLICANT IS A CORPORATION

State of _____)
County of _____) :ss

On this _____ day of _____, 20____, personally appeared before me _____ [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ [title], of _____ [name of corporation], a corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Notary Public

COMPLETE ONLY IF APPLICANT IS A PARTNERSHIP

State of _____)
County of _____) :ss

On this _____ day of _____, 20____, personally appeared before me _____ [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ [title], of _____ [name of partnership], a partnership, and that the foregoing instrument was duly authorized by the partnership at a lawful meeting held or by authority of its bylaws and signed in behalf of said partnership.

Notary Public

COMPLETE ONLY IF APPLICANT IS A LIMITED LIABILITY COMPANY

State of UT)
County of Dallas) :SS

On this 9 day of May, 2012, personally appeared before me Lori Blaker [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the member [title], of Summer Sit Farms LLC [name of LLC], limited liability company, by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.



Notary Public



Exhibit A: County Engineer-Approved Cost Estimate

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IMPROVEMENTS GUARANTEE AGREEMENT
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RE: **Summerset Farms #3**
Ed Green

Escrow

Roadway

6" Base Coarse	880 SY	\$	8.61	\$	7,576.80
3" Asphalt	3685 SY	\$	15.87	\$	58,480.95
Asphalt Cut	72 LF	\$	3.50	\$	252.00
Chip and Seal	3685 SY	\$	3.00	\$	11,055.00

Total \$ 77,364.75

Culinary Water

Valve Collars	5 EA	\$	240.00	\$	1,200.00
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Total \$ 1,200.00

Sanitary Sewer

Manhole Collars	8 EA	\$	365.00	\$	2,920.00
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Total \$ 2,920.00

Storm Drain

Manhole Collars	7 EA	\$	365.00	\$	2,555.00
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Total \$ 2,555.00

Secondary Water

Valve Collars	3 EA	\$	240.00	\$	720.00
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Total \$ 720.00

Land Drain

Manhole Collars	8 EA	\$	365.00	\$	2,920.00
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Total \$ 2,920.00

Curb Gutter and Sidewalk & Misc.

Construct 4' Sidewalk 4" Thick w/4" gravel	1866 LF	\$	16.80	\$	31,348.80
ADA Ramps	2 EA	\$	1,675.00	\$	3,350.00
Street Signs Combo	1 EA	\$	270.00	\$	270.00
Street Signs	1 EA	\$	100.00	\$	100.00
Mailbox	1 EA	\$	1,900.00	\$	1,900.00

Total \$ 36,968.80

Subtotal \$ 124,648.55

10% Roadway \$ 22,873.12

10% Culinary Water \$ 7,301.61

10% Secondary Water \$ 6,609.22

10% Sewer \$ 7,270.81

10% Land Drain \$ 7,264.87

10% Contingency \$ 12,464.86

Total \$ 188,433.04

Grand Total \$ 188,433.04

Subtotal	\$ 124,648.55
10% Roadway	\$ 22,873.12
10% Culinary Water	\$ 7,301.61
10% Secondary Water	\$ 6,609.22
10% Sewer	\$ 7,270.81
10% Land Drain	\$ 7,264.87
10% Contingency	\$ 12,464.86
Total	\$ 188,433.04
Grand Total	\$ 188,433.04

Exhibit B: County Engineer-Approved Construction Drawings
See submitted plans

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IMPROVEMENTS GUARANTEE AGREEMENT

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Exhibit C: Escrow Certificate

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IMPROVEMENTS GUARANTEE AGREEMENT

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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 \$188,433.04 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:

All of Summerset Farms Phase 3 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 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 _____ day of _____, 20

Escrow Agent

Signature

Title:

State of Utah)

ss:

County of Weber)

On the _____ day of _____, 20__ 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:

APPROVED AS TO FORM:

Weber County Attorney

Date

APPROVED:

Chairperson, Weber County Commission

Date

ATTEST:

Weber County Clerk