



Staff Report to the Weber County Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: Consideration and action on a request for final approval of Jacquelyn Estates Cluster Subdivision Phase 1 (6 lots) including a financial guarantee for subdivision improvements in the amount of \$110,746.02. This approval also includes a County Survey Monumentation Improvement Agreement in the amount of \$3,500.00.

Type of Decision: Administrative

Agenda Date: Tuesday, March 29, 2016

Applicant: Craig Standing, agent CJ Homes Inc.

File Number: LVJ061314

Property Information

Approximate Address: 4900 West 2200 South

Project Area: 6.465 acres

Zoning: A-1

Existing Land Use: Agricultural

Proposed Land Use: Residential

Parcel ID: 15-079-0108

Township, Range, Section: 6N 2W Sec 29

Staff Information

Report Presenter: Ben Hatfield
bhatfield@co.weber.ut.us
801-399-8766

Report Reviewer: JG

Applicable Codes

- Weber County Land Use Code Title 106 (Subdivisions)
- Weber County Land Use Code Title 104 (Zones) Chapter 5 (A-1 Zone)
- Weber County Land Use Code Title 108 (Standards) Chapter 3 (Cluster Subdivisions)

Background

The applicant is requesting final approval of Jacquelyn Estates Cluster Subdivision Phase 1 (6 lots). Phase 1 is 6.465 acre in size, in the A-1 Zone, and located on the corner of 4900 West and 2200 South. Phase 1 has six lots, and Phase 2 will have an additional 13 lots, on a 50 foot private road that through the subdivisions connects to both 4900 West and 2200 South. As part of this request is an acceptance of a financial guarantee of \$110,746.02 for the remaining improvements. This approval also includes the County Survey Monumentation Improvement Agreement \$3,500.00.

The proposed lots will receive culinary water services from Taylor West Weber Water and secondary water from Hooper Irrigation. These lots will have service from the Central Weber Sewer Improvement District. One new fire hydrant was required with the improvement plans.

After reviewing the proposed design of the cluster subdivision, on July 11, 2014 the Western Weber Planning Commission recommended preliminary approval of both Phase 1 and 2 of this project. The applicant since then has been addressing agency reviews, received a positive recommendation for final approval from Planning Commission, and installed of most of the improvements. The proposed financial guarantee will cover the remaining improvements including the landscaping of the open space.

It should also be noted that during the review and construction of this project, modifications to the cluster subdivision standards have been made in the Weber County Land Use Code. For this purpose some of the standards and conditions granted by the previous code have been included in this report for future reference.

Summary of Cluster Subdivision Standards and Recommended Approval

Lot Compliance with Applicable Ordinances: Jacquelyn Estates is designed as a cluster subdivision so lot sizes and frontage requirements will differ from the normal requirements of the A-1 Zone. The lots in Phase 1 range from 14,000 square feet to 14,300 square feet in size. Lots in cluster subdivisions, if connected to sewer, may be reduced to 10,000 square feet and 100 feet in width. All of the lots meet these area and frontage requirements.

Open Space and Bonus Density Requirements: Collectively with Phases 1 and 2, the proposed cluster subdivision is 14.517 acres, 2.348 acres will be used as roadway, leaving 12.169 acres of developable area. A cluster subdivision in the A-1 Zone requires a minimum of 30% (3.65 acres) of the subdivision to be preserved as permanent open space.

The total open space to be provided is 5.916 acres (49%). This is 19% more open space than is required to be set aside. Bonus density can be granted for this additional area as 5% bonus for each 5% of excess area. Since there is 19 % in excess the request is for 19 % bonus density.

As the proposed cluster subdivision has been designed in a way that fronts all lots on to the private street, open space is left along 4900 West and much of 2200 South. The applicant is requesting a 15 % bonus for meeting the standards of a cluster subdivision.

Two of the 19 lots in Phase 1 and 2 will be permanently set aside for affordable housing, accounting for 10 % of the project. For meeting this standard the bonus density request is for 25%. A deed restriction will be recorded against those two lots.

As the total potential bonus density is 59%, only the maximum bonus density of 50% can be requested for this subdivision based on the following:

- 15% for developing a cluster subdivision that meets the intent of the standards
- 19% for additional open space in excess of the minimum 30 % open space
- 25% for providing two lots permanently set aside for affordable housing

The number of lots allowed by right, based on current zoning, is 13 (40,000 square feet) with the 50% requested bonus density will be 19 lots.

Open Space Amenities/Pathways: Most of the amenities are in Phase 1 of Jacquelyn Estates. The open space in this phase will contain a 3.819 acre area to be landscaped as horse pasture with native grasses. Eleven trees are to be spaced along the public roads with other trees along the rear of Lots 1-4. An interior trail system connected to the private road will be made up of a 5 foot wide gravel path around the open space area and Lots 1-4. A park area has been proposed containing a 30 foot by 20 foot pavilion for picnic tables, sand pit, grass area, and playground. One unique feature of this plan is an 80 foot by 105 foot community garden area for the lot owners to share. The garden may contain rented grow boxes available for residents.

Roads/Fencing: A three rail fence has been proposed to surround the subdivision. At the entrance from 4900 West will be a subdivision monument sign with shrubs. A 50 foot wide private right of way has been proposed, with asphalt being 24 feet wide.

Summary of County Commission Considerations

The County Commission may wish to consider the following questions:

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

Conformance to the General Plan

Subdivisions that meet the requirements of applicable Land Use Codes conform to the General Plan. This subdivision addresses water, wastewater, roads, and other issues which are discussed in the General Plan.

Conditions of Approval

- Requirements of the Weber County Engineering Division
- Requirements of the Weber County Planning Division
- Requirements of the Weber Fire District
- Requirements of the Weber County Surveyors Department

Planning Commission Recommendation

The Planning Commission recommends final approval of Jacquelyn Estates Cluster Subdivision Phase 1 (6 lots), subject to staff and other review agency requirements, based on its compliance with applicable Land Use Codes.

Staff Recommendation

Staff recommends final approval for the Jacquelyn Estates Cluster Subdivision Phase 1 including a financial guarantee for subdivision improvements in the amount of \$110,746.02. This recommendation also includes a County Survey Monumentation Improvement Agreement and deposit of \$3,500.00.

Exhibits

- A. Plat
- B. Landscaping Plan
- C. County Survey Monumentation Improvement Agreement
- D. Subdivision Improvement Agreement
- E. Escrow Certificate
- F. Cost Estimate

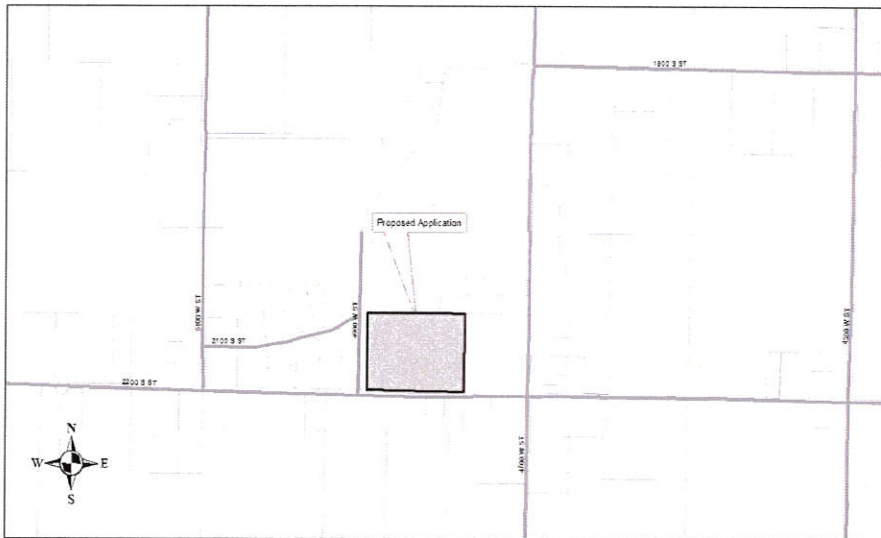
Maps

Adjacent Land Use

North: Residential
West: Residential

South: Residential
East: Agricultural

Map 1



Map 2

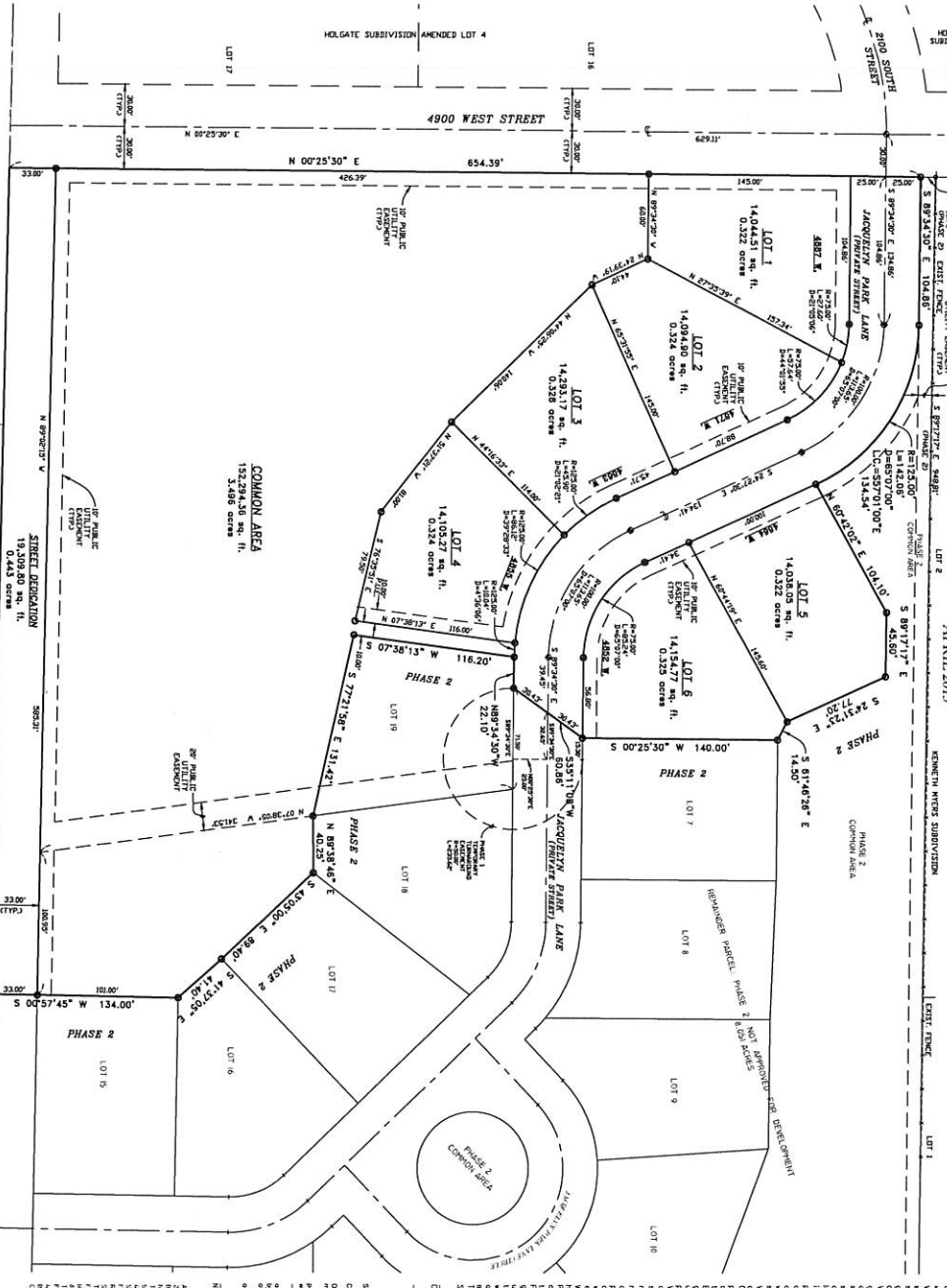
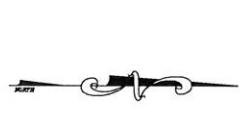


JACQUELYN ESTATES CLUSTER SUBDIVISION PHASE 1

A PART OF THE NORTHWEST QUARTER OF SECTION 29, T. 6 N., R. 2 W., S.L.B. & M.

WEBER COUNTY, UTAH

APRIL 2015



WEBER COUNTY SWEETENER
I HEREBY CERTIFY THAT THE ABOVE COUNTY SWEETENER CONVEYANCE IS IN ACCORDANCE WITH THE PROVISIONS OF THE UTAH SWEETENER ACT AND THE PROVISIONS OF THE UTAH CONSTITUTION.

WEBER COUNTY ENGINEER
I HEREBY CERTIFY THAT THE ABOVE ENGINEERING WORK WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF UTAH.

WEBER COUNTY ATTORNEY
I HAVE EXAMINED THE ABOVE INSTRUMENT AND CERTIFY THAT IT COMES WITHIN THE PROVISIONS OF THE UTAH SWEETENER ACT AND THE PROVISIONS OF THE UTAH CONSTITUTION.

WEBER COUNTY PLANNING COMMISSION APPROVAL
I HEREBY CERTIFY THAT THE ABOVE INSTRUMENT IS IN ACCORDANCE WITH THE PROVISIONS OF THE UTAH SWEETENER ACT AND THE PROVISIONS OF THE UTAH CONSTITUTION.

WEBER COUNTY COMMISSION ACCEPTANCE
I HEREBY CERTIFY THAT THE ABOVE INSTRUMENT IS IN ACCORDANCE WITH THE PROVISIONS OF THE UTAH SWEETENER ACT AND THE PROVISIONS OF THE UTAH CONSTITUTION.

OWNERS DEDICATION
We, the undersigned owners of the herein described tract of land, do hereby set apart and dedicate the above land and streets, easements, and other interests therein to the public for the use and enjoyment of the people of the State of Utah, to be held in trust for the people of the State of Utah, and to be subject to the control and management of the public authorities of the State of Utah.

CORPORATE ACKNOWLEDGMENT
I, the undersigned, do hereby certify that I am the duly authorized officer of the corporation named herein, and that I am duly qualified to execute this instrument on behalf of the corporation.

BOUNDARY DESCRIPTION
A PART OF THE NORTHWEST QUARTER OF SECTION 29, T. 6 N., R. 2 W., S.L.B. & M., BEARING STATE PLANE GRID BEARING PER WEBER COUNTY DEPARTMENT OF PUBLIC SAFETY, IS THE DESCRIBED TRACT OF LAND. THE TRACT IS BOUND BY THE NORTHWEST QUARTER OF SECTION 29, T. 6 N., R. 2 W., S.L.B. & M., BEARING STATE PLANE GRID BEARING PER WEBER COUNTY DEPARTMENT OF PUBLIC SAFETY, AND BY THE SOUTHWEST QUARTER OF SECTION 29, T. 6 N., R. 2 W., S.L.B. & M., BEARING STATE PLANE GRID BEARING PER WEBER COUNTY DEPARTMENT OF PUBLIC SAFETY.

LANDLORD/LESSOR AGREEMENT
I, the undersigned, do hereby certify that I am the duly authorized officer of the corporation named herein, and that I am duly qualified to execute this instrument on behalf of the corporation.

FILED FOR RECORD	DATE	BY
FILED FOR RECORD	DATE	BY
FILED FOR RECORD	DATE	BY
FILED FOR RECORD	DATE	BY

ADDITIONAL NOTES
APPLICABLE TO THE ENTIRE TRACT OF LAND DESCRIBED IN THIS INSTRUMENT.

AGRICULTURAL NOTE
APPLICABLE TO THE ENTIRE TRACT OF LAND DESCRIBED IN THIS INSTRUMENT.

MINERAL RIGHTS
APPLICABLE TO THE ENTIRE TRACT OF LAND DESCRIBED IN THIS INSTRUMENT.

RECORDING INFORMATION
APPLICABLE TO THE ENTIRE TRACT OF LAND DESCRIBED IN THIS INSTRUMENT.

RECORDING INFORMATION
APPLICABLE TO THE ENTIRE TRACT OF LAND DESCRIBED IN THIS INSTRUMENT.

SUBDIVISION MONUMENTATION LETTER

March 17, 2016

**CJ Homes
5337 Rigedale Drive
Ogden, Ut 84404**

RE: JAQUELYN ESTATES CLUSTER SUBDIVISION PHASE 1

Before the above referenced subdivision is approved by the this office the amount shown below must be deposited with the County Surveyor to be held in Escrow as security in accordance with the Survey Monumentation Improvement Agreement (“the Agreement”) which will need to be signed at the time of the Escrow and Checking fee deposit. In accordance with County Ordinance 106-4-3(g). A copy of the Agreement accompanies this letter for your review.

The Developer shall assure that their surveyor completes the installation of the required monuments in accordance with the Agreement and County Ordinance 106-4- (g).

5 monument(s) @ \$550.00 Escrow deposit for each monument,	Escrow Deposit sub-total	<u>\$2750</u>
plus \$150.00 non-refundable checking fee per monument.	Checking fee sub-total	<u>\$750</u>
fee deposit	<u>\$3500</u>	Total Escrow and Checking

The street monuments shall be constructed in accordance with County Surveyor’s monument specifications for Ring & Lid construction and installed at the locations specified on the approved subdivision plat. All other monumentation will be completed in accordance with the policies and/or requirements of the County Surveyor.

It shall be the Developers responsibility to notify this office when the required monumentation has been properly constructed, installed, stamped, punched and ready to be inspected. The Surveyor’s Office will notify the Developer of the acceptance of the Improvements after which it shall be the Developers responsibility to request, in writing, reimbursement of the Escrow deposit in accordance with the Agreement. The Checking fee is retained by the County Surveyor and deposited in the Public Land Corner Preservation Fund as per UCA 17-23-19 (other relevant sections of Utah Law are, but not limited to, UCA 17-23-1(3)(vii) and 17-23-17.5).

Sincerely,

Daniel Milligan
Survey II/ Reviewer
Weber County Surveyors Office
(801) 399-7421

When Recorded Return To:

CJ Homes
5337 Ridgedale Dr.
Ogden, Ut 84403

**WEBER COUNTY SURVEY
MONUMENTATION IMPROVEMENT
AGREEMENT**

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

RECITAL

WHEREAS, the Developer seeks permission to subdivide property within the area of Weber County, to be known as JAQUELYN ESTATES CLUSTER SUBDIVISION PHASE 1 (“the Subdivision”), which property is shown and described on the submitted plat maps for review by the County Surveyor, and upon final approval of the Subdivision by the County Commission the final approved subdivision plat shall be made a part hereof and incorporated herein (the “Plat”); and

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

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

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

THEREFORE, the Parties hereby agree as follows:

DEVELOPER’S OBLIGATIONS

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

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

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

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

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

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

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

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

Initials

COUNTY SURVEYOR'S OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subdivision.

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

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

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

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

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

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

If to Developer (Attn)

**CJ Homes
5337 Ridgedale Dr.
Ogden, Ut 84403**

If to County

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

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

31. **Immunity:** Nothing contained in this agreement constitutes a waiver of the 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 will be deemed to be proper only if such action is commenced in District Court for Weber County. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

EXHIBIT 'A' - Description of Property Being Subdivided.

BOUNDARY DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE QUARTER SECTION LINE, SAID POINT ALSO BEING NORTH 89°02'15" WEST 742.78 FEET ALONG THE QUARTER SECTION LINE FROM THE CENTER OF SAID SECTION 29, AND RUNNING THENCE NORTH 89°02'15" WEST 585.00 FEET ALONG THE QUARTER SECTION LINE TO THE EAST R.O.W. LINE OF 4900 WEST STREET EXTENDED; THENCE NORTH 00°25'30" EAST 654.39 FEET ALONG SAID R.O.W. LINE OF 4900 WEST STREET; THENCE SOUTH 89°34'30" EAST 104.86 FEET; THENCE SOUTHEASTERLY 142.06 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 65°07'00" (L.C. = SOUTH 57°01'00" EAST 134.54 FEET); THENCE NORTH 60°42'02" EAST 104.10 FEET; THENCE SOUTH 89°17'17" EAST 45.60 FEET; THENCE SOUTH 24°31'23" EAST 77.20 FEET; THENCE SOUTH 61°46'26" EAST 14.50 FEET; THENCE SOUTH 00°25'30" WEST 140.00 FEET; THENCE SOUTH 35°11'08" WEST 60.86 FEET; THENCE NORTH 89°34'30" WEST 22.10 FEET; THENCE SOUTH 07°38'13" WEST 116.20 FEET; THENCE SOUTH 77°21'58" EAST 131.42 FEET; THENCE NORTH 89°38'46" EAST 40.25 FEET; THENCE SOUTH 43°05'00" EAST 89.40 FEET; THENCE SOUTH 41°37'05" EAST 41.40 FEET; THENCE SOUTH 00°57'45" WEST 134.00 FEET TO THE POINT OF BEGINNING.
CONTAINS 281,635.82 SqFt = 6.465 ACRES.

(Type capacity or Name of each signatory) _____

INDIVIDUAL ACKNOWLEDGMENT

State of Utah)
 SS
County of Weber)

On the _____ day of _____ A.D. 20__ personally appeared
before me _____ the signer(s) of the within instrument,
who duly acknowledged to me that he/she executed the same.

Notary Public
Residing at: _____, Utah

CORPORATE ACKNOWLEDGMENT

State of Utah)
 SS
County of Weber)

On the _____ 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

_____ day of _____ 20____

Kerry Gibson, Chair

ATTEST: _____

Ricky Hatch, CPA
Weber County Clerk / Auditor

When Recorded return to:
CJ Homes
5337 Ridgedale Dr.
Ogden, Ut 84403

PERPETUAL EASEMENT & QUIT CLAIM DEED

CJ Homes, Grantor, hereby, **quit claim, grant, and convey** to the Weber County Surveyor, his successors, assigns, and agents, (collectively the “County Surveyor”), **Grantee**, certain and specific street monuments as shown and identified on the final plat of the Subdivision described below. The recording of this Perpetual Easement & Quit Claim Deed constitutes evidence of the fulfillment of a Weber County Survey Monument Improvement Agreement, excepting the one year warranty period provisions of that agreement, which agreement has been recorded as Entry number _____ in the records of the Weber County Recorder.

Furthermore, the Grantor, hereby, **grants and conveys** to the County Surveyor a Perpetual Easement and right of way over, under, across, or through the Subdivision as described below, the right to access, inspect, repair, replace, maintain, alter, or adjust said street monuments and county or other government survey monuments that may exist on or near this Subdivision as may be required or necessary by the County Surveyor whether or not the monuments are expressly shown or noted on the Plat.

Furthermore, the Grantor, hereby, **grants and conveys** to the County Surveyor a nonexclusive right and Perpetual Easement on the Subdivision described hereon, reasonable access to enter and access any and all survey monumentation to conduct future surveying activities as may be required or necessary to conduct the business of the County Surveyor. Where utility easements are created on the Subdivision Plat and they can be utilized by the County Surveyor as access to survey monumentation this grant and conveyance is limited to the dedicated easements. In the event that access to survey monumentation cannot be made by use of the dedicated easements the County Surveyor is herein granted reasonable access to conduct the business of the office. When accessing survey monumentation the Grantee will make reasonable efforts to minimize the effect of entry upon the property.

Furthermore, this Perpetual Easement & Quit Claim shall run with the Subdivision and are binding on the Grantor, his successors, heirs, assigns, and agents, in perpetuity. This Perpetual Easement & Quit Claim Deed is not valid without the signature and seal of the County Surveyor or designated agent (Grantee).

DESCRIPTION:

All of the JAQUELYN ESTATES CLUSTER SUBDIVISION PHASE 1

(Type capacity or Name of each signatory)

INDIVIDUAL ACKNOWLEDGMENT

State of Utah)
 SS
County of Weber)

On the _____ day of _____ A.D. 20__ personally
appeared before me _____ the signer(s) of the
within instrument, who duly acknowledged to me that he/she executed the same.

Notary Public
Residing at: _____, Utah

CORPORATE ACKNOWLEDGMENT

State of Utah)
 SS
County of Weber)

On the _____ 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

WEBER COUNTY
SUBDIVISION IMPROVEMENT
AGREEMENT

1. **Parties:** The parties to this Subdivision Improvement Agreement ("the Agreement") are Craig and Julie Standing ("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 Sacavelyn Estates Cluster Subdivision Phase I (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 Code of Ordinances Part II Land Use Code Title 108 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 \$ 110,746.02.
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 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 nor 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 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)

Craig and Julie Standing
C.J. Homes
5387 Ridgedale Dr.
Ogden, Utah 84403

if to County:

Attn: County Engineer
The 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's Office and the 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 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 _____ day of _____, 20__.

Developer

INDIVIDUAL ACKNOWLEDGEMENT

State of Utah)
 ss
County of Weber)

On the _____ day of _____ A.D. 20__ personally appeared before me
_____ and _____

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

Notary Public

Residing at: _____, 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:

APPROVED AS TO FORM:

Weber County Attorney

Chairperson, Weber County Commission

Date

ATTEST:

Weber County Clerk

EXHIBIT A: PROPERTY DESCRIPTION TO BE SUBDIVIDED

All of Jacquelyn Estates Cluster Subdivision Phase 1

EXHIBIT B: REQUIRED ON & OFF SITE SUBDIVISION IMPROVEMENTS

See Exhibit B

EXHIBIT C: FINANCIAL GUARANTEE

See Exhibit C



Weber County

Escrow Certificate

To Weber County, Utah:

The undersigned Escrow Agent does hereby certify that it has in its possession and custody, cash in the sum of \$ 110,746.02 which said sum said Escrow Agent is holding in escrow to guarantee the installation and completion, according to Ordinance, of all on and or off-site improvements, as specified in Exhibit "B" on the following described tracts of land in Weber County, Utah to wit:

LEGAL DESCRIPTION

All of Jacquelyn Estates Cluster Subdivision Phase 1

In the event the funds so provided herein do not pay for and complete in full all of the specified improvements set forth in Exhibit "B" and as contemplated herein, then and in that event, subdivider/developer agrees to forthwith pay to Weber County all additional amounts necessary to so complete such improvements.

Said Escrow Agent hereby covenants and agrees that it will not release said funds to any person, firm or corporation (other than as is hereinafter provided) without the express written consent and direction from said Weber County, Utah, and that if said improvements are not satisfactorily installed and completed according to Ordinance within one month short of two years from the date hereof, that the said Escrow Agent will upon demand deliver said funds to said Weber County, Utah for the sole purpose of making and/or completing all of said improvements, with said County to return to the said Escrow Agent any and all funds which may prove to be in excess of the actual cost to the County to make and/or complete said improvements.

It is understood that the County may, at its sole option, extend said period of two years for such completion of such improvements upon request of the Escrow Agent or the Subdivider/Developer, if the County Commission determines that such extension is proper.

It is further understood and agreed that all matters concerning this agreement shall be subject to the pertinent provisions of the ordinances of Weber County, Utah.



Weber County

Dated this _____ day of _____, 20____.

Escrow Agent

Signature

Title

State Of Utah)
 ss:
County Of Weber)

On the _____ day of _____, 20____ personally appeared before me _____
_____ and _____ the signers of the within instrument
and who duly acknowledged to me that they executed the same.

My Commission Expires:

Notary Public

Approved as to form:

Weber County Attorney

Date

Approved:

Chairperson, Weber County Commission

Date

Attest:

Weber County Clerk

Date

March 9, 2016

Weber County Engineering
2380 Washington Blvd. Ste 240
Ogden, UT 84401

**RE: Jacquelyn Estates Phase 1
Craig Standing**

		Escrow	Released	Remaining	
Weber County Engineering,					
Street Signs					
Combo Sign	1 EA	\$ 150.00	\$ 150.00	\$ 150.00	
Sign	1 EA	\$ 100.00	\$ 100.00	\$ 100.00	
Total		\$ 250.00	\$ -	\$ 250.00	
Culinary Water					
8" PVC Watermain	600 LF	\$ 20.00	\$ 12,000.00	\$ 12,000.00	\$ -
Connect to Existing Pipe	1 EA	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ -
Fire Hydrants	1 EA	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ -
Service Connections	6 EA	\$ 800.00	\$ 4,800.00	\$ 4,800.00	\$ -
8" Gate Valve	2 EA	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ -
Test and Chlorinate			\$ 2,000.00	\$ 2,000.00	\$ -
Hot Tap	1 EA	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ -
Total		\$ 32,300.00	\$ 32,300.00	\$ -	
Sewer					
Furnish and intall 8" PVC	780 LF	\$ 20.00	\$ 15,600.00	\$ 15,600.00	\$ -
5ft Manhole	1 EA	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ -
4ft Manhole	4 EA	\$ 2,700.00	\$ 10,800.00	\$ 10,800.00	\$ -
Connect to Existing MH/Replace	1 EA	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ -
Service Connections	6 EA	\$ 550.00	\$ 3,300.00	\$ 3,300.00	\$ -
Ring and Collar Manholes	5 EA	\$ 800.00	\$ 4,000.00	\$ 4,000.00	\$ -
Video and Test			\$ 2,000.00	\$ 2,000.00	\$ -
Total		\$ 50,900.00	\$ 50,900.00	\$ -	
Grading and Paving					
Import Back Fill	88 TN	\$ 10.00	\$ 880.00	\$ 880.00	\$ -
8" of Sub-base	950 TN	\$ 16.00	\$ 15,200.00	\$ 15,200.00	\$ -
6" Base	625 TN	\$ 16.50	\$ 10,312.50	\$ 9,112.50	\$ 1,200.00
3" Asphalt	330 TN	\$ 75.00	\$ 24,750.00		\$ 24,750.00
30" Curb & Gutter	1005 LF	\$ 13.00	\$ 13,065.00		\$ 13,065.00
Grade Det. Pond	1 LS	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ -
Temp Turnaround	1 LS	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 500.00
Chip and Seal	SY	\$ 2.50	\$ 14,835.00		\$ 14,835.00
Construct 2Ft Berm	1 LS	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -
Total		\$ 90,542.50	\$ 36,192.50	\$ 54,350.00	

Storm Drain

Inlet Boxes	2 EA	\$ 1,800.00	\$ 3,600.00	\$ 3,600.00	\$ -
4ft. Inlet Boxes	2 EA	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ -
Junction Boxes	2 EA	\$ 1,800.00	\$ 3,600.00	\$ 3,600.00	\$ -
15" RCP	87 LF	\$ 20.00	\$ 1,740.00	\$ 1,740.00	\$ -
15" SDR	597 LF	\$ 20.00	\$ 11,940.00	\$ 11,940.00	\$ -
Connect to Exist. SD	1 LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ -
Outlet Structure with orifice	1 LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ -
Construct Swale Lines with Rock	1 LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -

Total \$ 32,880.00 \$ 32,880.00 \$ -

Secondary Water

8" Secondary water line	600 LF	\$ 20.00	\$ 12,000.00	\$ 12,000.00	\$ -
Service Laterals	7 EA	\$ 800.00	\$ 5,600.00	\$ 5,600.00	\$ -
Fittings/Valves	1 EA	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ -
Drain to Inlet Box	1 EA	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ -
Connect to Existing	1 EA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ -
Irrigation Box	1 EA	\$ 250.00	\$ 250.00	\$ 250.00	\$ -
Hot Tap	1 EA	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ -

Total \$ 29,550.00 \$ 29,550.00 \$ -

Landscaping

Trees	1 LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Shrubs	1 LS	\$ 720.00	\$ 720.00	\$ 720.00
Sod Grass	1 LS	\$ 2,499.99	\$ 2,499.99	\$ 2,499.99
Pergola	1 LS	\$ 3,499.99	\$ 3,499.99	\$ 3,499.99
Paver Stones	1 LS	\$ 349.98	\$ 349.98	\$ 349.98
10X10 Boxes	10 EA	\$ 249.98	\$ 2,499.80	\$ 2,499.80
Garden area Tree & Shrub	1 LS	\$ 649.98	\$ 649.98	\$ 649.98
Playground	1 LS	\$ 2,999.99	\$ 2,999.99	\$ 2,999.99
Sign 4'X4'	1 LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Sprinkling System	1 LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Gravel	1 LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Mailboxes	1 LS	\$ 1,970.00	\$ 1,970.00	\$ 1,970.00
Landscaping Rocks	1 LS	\$ 3,800.00	\$ 3,800.00	\$ 3,800.00

Total \$ 28,989.73 \$ - \$ 28,989.73

Mobilization \$ 6,150.63 \$ 6,150.63 \$ -

Subtotal \$ 271,562.86

10% Contingency \$ 27,156.29 \$ 27,156.29

Grand Total \$ 298,719.15 \$ 110,746.02

Survey Monuments will need to be paid to Surveyors Office prior to signing of the Mylar.