



Staff Report to the County Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:	Consideration and action on final approval of The Point Subdivision located at approximately 3850 North Wolf Creek Drive.
Agenda Date:	December 21, 2021
Applicant:	The Point at Wolf Creek LLC John Lewis
Representative:	Chad Jones
File Number:	UVP070821

Property Information

Approximate Address:	3850 North Wolf Creek Drive, Eden
Project Area:	Approximately 3 acres
Zoning:	FR-3
Existing Land Use:	Vacant
Proposed Land Use:	Residential
Parcel ID:	220160034
Township, Range, Section:	T7N, R1E, Section 22

Adjacent Land Use

North:	Golf Course	South:	Residential
East:	Residential	West:	Golf Course

Staff Information

Report Presenter:	Steve Burton sburton@co.weber.ut.us 801-399-8766
Report Reviewer:	RG

Applicable Ordinances

- Title 101, Chapter 1, General Provisions, Section 7, Definitions
- Title 104, Chapter 17, Forest Residential (FR-3) Zone
- Title 104, Zones, Chapter 28, Ogden Valley Sensitive Lands Overlay Districts
- Title 106, Subdivisions, Chapter 1-8 as applicable

Background and Summary

On June 29, 2021 the Ogden Valley Planning Commission approved a de minimis revision to the Worldmark PRUD (CUP #32-98) site plan, which expanded the site by approximately 0.57 acres.

On July 27, 2021, the Ogden Valley Planning Commission granted preliminary subdivision approval of the proposal.

On August 24, 2021, the Ogden Valley Planning Commission recommended final approval of the proposal, imposing no additional conditions.

The owner is now requesting final Commission approval of the 48 condominium units. Consideration and approval from the County Commission is the final step in the approval process. This proposal comes with a request for approval of a subdivision improvement agreement in the amount of 640, 314.60. The following is an analysis of the project as it relates to the Weber County Land Use Ordinances.

Analysis

General Plan: This development has no additional density than what was originally granted in 1998. By platting the number of units that was originally approved, in the same general location, this proposal is not contrary to the goals and policies of the Ogden Valley General Plan.

Zoning: The subject property is located in the Forest Residential (FR-3) Zone. The purpose and intent of the FR-3 zone is identified in the LUC §104-17-1 as:

The purpose in establishing the Forest Residential, FR-3 zone is to provide for medium density residential uses of apartment clusters or condo-tels adjacent to and in conjunction with major recreational resorts, recreation areas and facilities in the mountain areas of Weber County on the basis that such medium density multiple-family housing is an integral and normal part of a recreational resort complex catering to the needs of both tourists and permanent home ownership. This zone is intended to be used in mountain locations in areas associated with major recreational resorts.

Multi-family dwellings in the FR-3 zone require 7,500 square feet of net developable area plus 2,000 square feet of net developable area for each dwelling unit in excess of 2. This PRUD site plan was approved with three buildings, each with 7,875 square feet of area and 16 units.

Culinary Water, Sanitary Sewer, and Secondary Water: The applicant has provided a will-serve letter and capacity assessment letter from Wolf Creek Water and Sewer Improvement District for culinary water, secondary water, and sanitary sewer services.

Parking: 82 on-site parking spaces were approved as part of the amended PRUD.

Sensitive Lands: The property is located within a geologic hazards area. The applicant has submitted a geotechnical engineering and geologic study that was prepared by Western Geologic and Environmental LLC. The development of the site must follow the recommendations that are listed in the report.

Review Agencies: The Weber County Engineering Division, the Weber County Surveyor's Office and Weber Fire District have reviewed and approved the proposed final plat. The Engineering division has approved the improvement agreement and the

Planning Commission Recommendation

The Ogden Valley Planning Commission recommended final approval of The Point Subdivision consisting of 48 condominium units. This recommendation for approval is subject to all applicable review agency requirements.

This recommendation is based on the following findings:

1. The proposed subdivision amendment conforms to the Ogden Valley General Plan.
2. The proposed subdivision amendment complies with all previous approvals and the applicable County ordinances.

Exhibits

- A. Final Plat
- B. Draft Improvement Agreement

Location Map 1

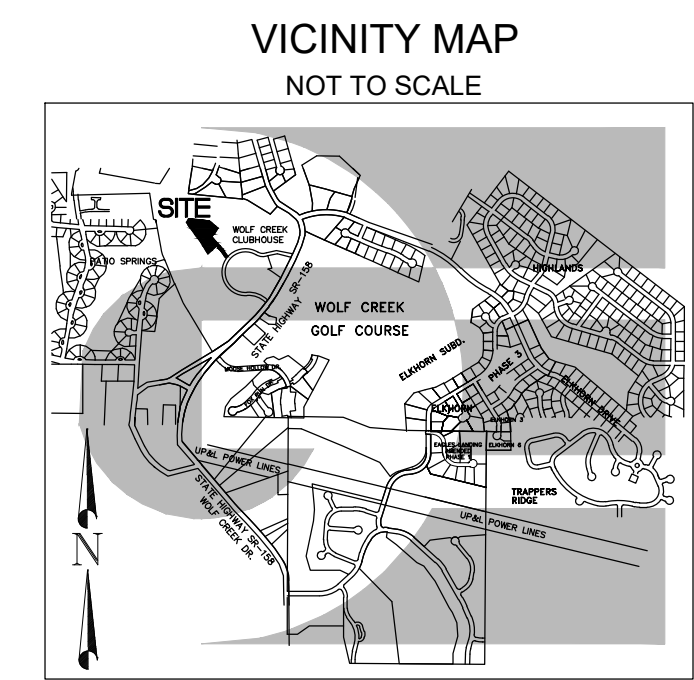


THE POINTE AT WOLF CREEK

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22,
TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
WEBER COUNTY, UTAH
JUNE 2021

Exhibit A

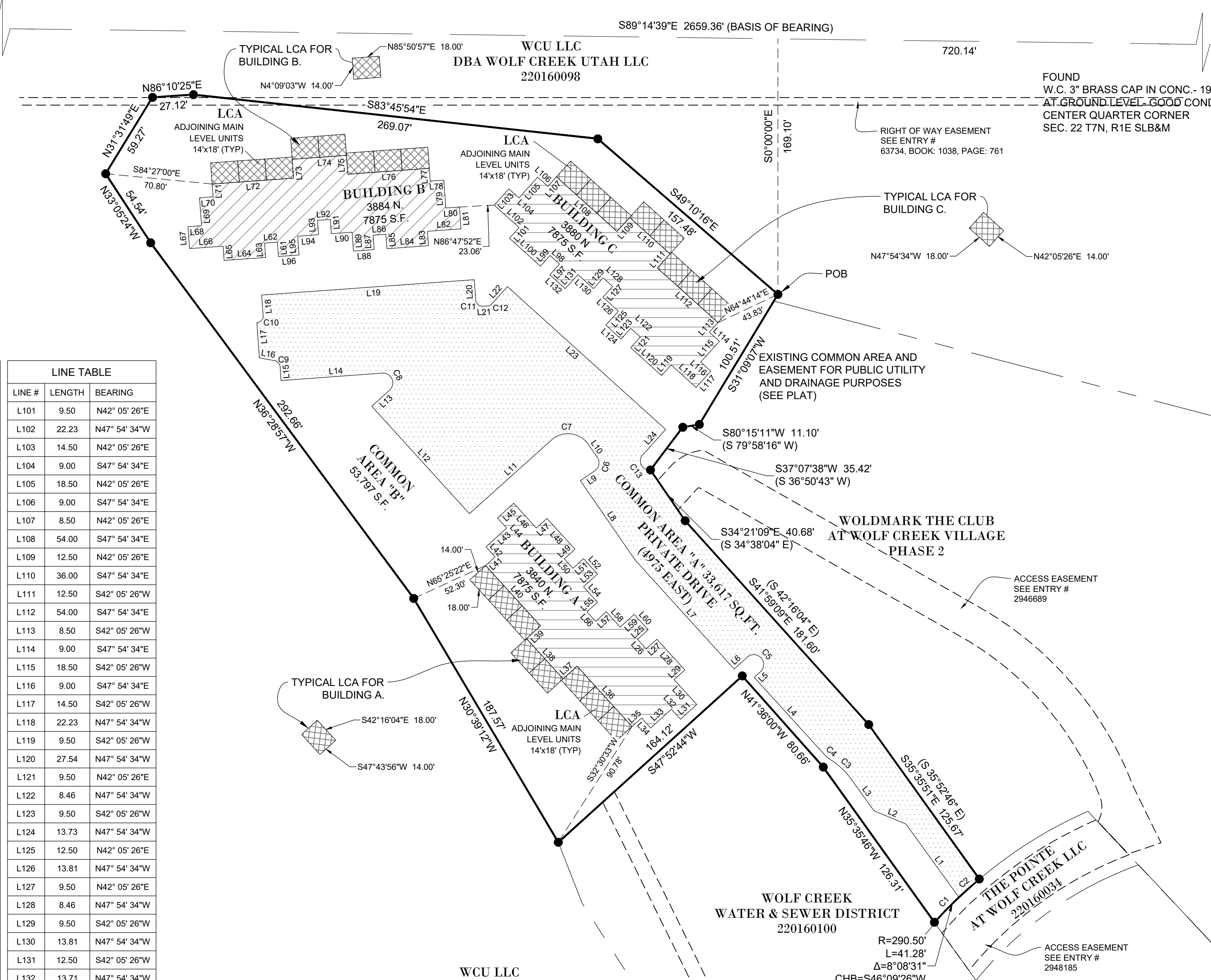
FOUND
W.C. 3" BRASS CAP IN PVC - 1981
AT GROUND LEVEL - GOOD COND.
WEST QUARTER CORNER
SEC. 22 T7N, R1E SLB&M



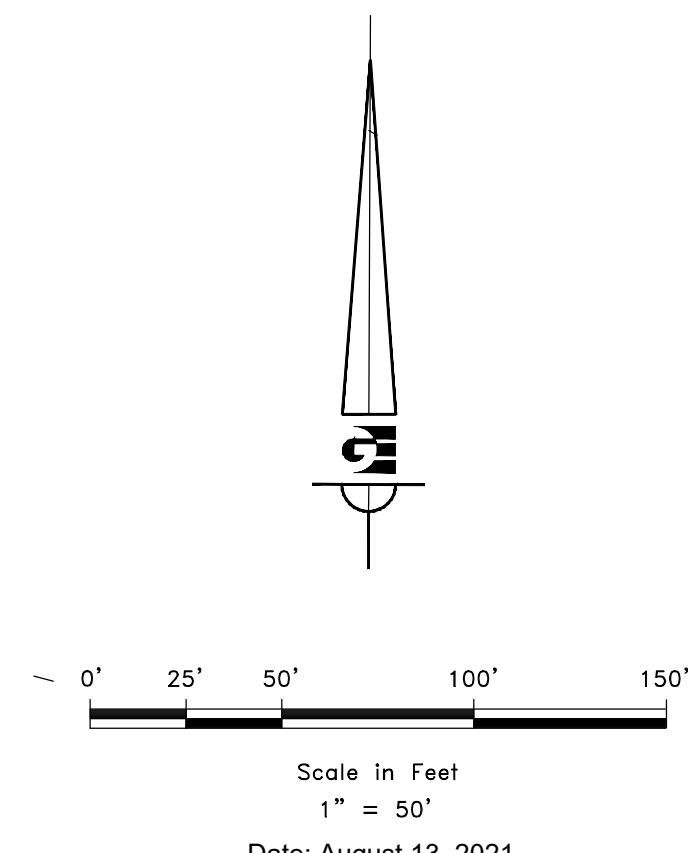
BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT BEING LOCATED NORTH 89°14'39" WEST 720.14 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION AND SOUTH 00°00'00" EAST 169.10 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION; RUNNING THENCE ALONG THE BOUNDARY OF WOLDCREEK, THE CLUB AT WOLF CREEK VILLAGE PHASE 2 AND ITS EXTENSION THE FOLLOWING SIX (6) COURSES: (1) SOUTH 31°09'07" WEST 100.51 FEET; (2) SOUTH 80°15'11" WEST 11.10 FEET; (3) SOUTH 37°07'38" WEST 35.42 FEET; (4) SOUTH 34°21'09" EAST 40.68 FEET; (5) SOUTH 41°59'09" EAST 181.80 FEET; (6) SOUTH 35°39'51" EAST 125.67 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 41.28 FEET, HAVING A RADIUS OF 290.50 FEET; A CENTRAL ANGLE OF 08°08'31", AND WHICH CHORD BEARS SOUTH 46°09'28" WEST 41.25 FEET; THENCE NORTH 35°35'46" WEST 126.31 FEET; THENCE NORTH 41°36'00" WEST 80.66 FEET; THENCE SOUTH 47°52'44" WEST 164.12 FEET; THENCE NORTH 30°39'12" WEST 187.57 FEET; THENCE NORTH 36°28'57" WEST 292.66 FEET; THENCE NORTH 33°05'24" WEST 54.54 FEET; THENCE NORTH 31°31'49" EAST 59.27 FEET; THENCE NORTH 86°10'25" EAST 27.12 FEET; THENCE SOUTH 83°45'54" EAST 269.07 FEET; THENCE SOUTH 49°10'16" EAST 157.48 FEET TO THE POINT OF BEGINNING. CONTAINING 126,790 SQ.FT. OR 2.91 AC. MORE OR LESS.

LINE #	LENGTH	BEARING	LINE #	LENGTH	BEARING	LINE #	LENGTH	BEARING
L1	59.80	S35° 51' 57"E	L51	9.50	N47° 43' 56"E	L101	9.50	N42° 05' 26"E
L2	22.82	S67° 35' 40"E	L52	13.73	S42° 16' 04"E	L102	22.23	N47° 54' 34"W
L3	25.52	S35° 51' 57"E	L53	12.50	S47° 43' 56"W	L103	14.50	N42° 05' 26"E
L4	68.25	S42° 16' 04"E	L54	13.81	S42° 16' 04"E	L104	9.00	S47° 54' 34"E
L5	5.43	S47° 43' 56"W	L55	9.50	S47° 43' 56"W	L105	18.50	N42° 05' 26"E
L6	11.50	N47° 43' 56"E	L56	8.46	S42° 16' 04"E	L106	9.00	S47° 54' 34"E
L7	97.24	S42° 16' 04"E	L57	9.50	N47° 43' 56"E	L107	8.50	N42° 05' 26"E
L8	63.97	S34° 38' 04"E	L58	13.81	S42° 16' 04"E	L108	54.00	S47° 54' 34"E
L9	11.50	S55° 21' 56"W	L59	12.50	N47° 43' 56"E	L109	12.50	N42° 05' 26"E
L10	10.12	S34° 38' 04"E	L60	13.71	S42° 16' 04"E	L110	36.00	S47° 54' 34"E
L11	72.78	N48° 06' 28"E	L61	9.50	N4° 14' 49"W	L111	12.50	S42° 05' 26"W
L12	96.00	S42° 16' 04"E	L62	8.46	S85° 50' 57"W	L112	54.00	S47° 54' 34"E
L13	15.75	S47° 43' 56"W	L63	9.50	S4° 09' 03"E	L113	8.50	S42° 05' 26"W
L14	67.01	N85° 50' 57"E	L64	27.54	S85° 50' 57"W	L114	9.00	S47° 54' 34"E
L15	8.68	S4° 09' 03"E	L65	9.50	N4° 09' 03"W	L115	18.50	S42° 05' 26"W
L16	9.80	S79° 37' 42"E	L66	22.23	S85° 50' 57"W	L116	9.00	S47° 54' 34"E
L17	23.34	S4° 09' 03"E	L67	14.50	N4° 09' 03"W	L117	14.50	S42° 05' 26"W
L18	13.50	S4° 09' 03"E	L68	9.00	N85° 50' 57"E	L118	22.23	N47° 54' 34"W
L19	141.00	S85° 50' 57"W	L69	18.50	N4° 09' 03"W	L119	9.50	S42° 05' 26"W
L20	13.50	N4° 09' 03"E	L70	9.00	N85° 50' 57"E	L120	27.54	N47° 54' 34"W
L21	2.93	S85° 50' 57"W	L71	8.50	N4° 09' 03"W	L121	9.50	N42° 05' 26"E
L22	15.30	S42° 05' 26"W	L72	54.00	N85° 50' 57"E	L122	8.46	N47° 54' 34"W
L23	141.00	N47° 54' 34"W	L73	12.50	N4° 09' 03"W	L123	9.50	S42° 05' 26"W
L24	22.65	N42° 05' 26"E	L74	36.00	N85° 50' 57"E	L124	13.73	N47° 54' 34"W
L25	9.50	S47° 38' 10"W	L75	12.50	S4° 09' 03"E	L125	12.50	N42° 05' 26"E
L26	8.46	S42° 16' 04"E	L76	54.00	N85° 50' 57"E	L126	13.81	N47° 54' 34"W
L27	9.50	N47° 43' 56"E	L77	8.50	S4° 09' 03"E	L127	9.50	N42° 05' 26"E
L28	27.54	S42° 16' 04"E	L78	9.00	N85° 50' 57"E	L128	8.46	N47° 54' 34"W
L29	9.50	S47° 43' 56"W	L79	18.50	S4° 09' 03"E	L129	9.50	S42° 05' 26"W
L30	22.23	S42° 16' 04"E	L80	9.00	N85° 50' 57"E	L130	13.81	N47° 54' 34"W
L31	14.50	S47° 43' 56"W	L81	14.50	S4° 09' 03"E	L131	12.50	S42° 05' 26"W
L32	9.00	N42° 16' 04"W	L82	22.23	S85° 50' 57"W	L132	13.71	N47° 54' 34"W
L33	18.50	S47° 43' 56"W	L83	9.50	S4° 09' 03"E			
L34	9.00	N42° 16' 04"W	L84	27.54	S85° 50' 57"W			
L35	8.50	S47° 43' 56"W	L85	9.50	N4° 09' 03"W			
L36	54.00	N42° 16' 04"W	L86	8.46	S85° 50' 57"W			
L37	12.50	S47° 43' 56"W	L87	9.50	S4° 09' 03"E			
L38	36.00	N42° 16' 04"W	L88	13.73	S85° 50' 57"W			
L39	12.50	N47° 43' 56"E	L89	12.50	N4° 09' 03"W			
L40	54.00	N42° 16' 04"W	L90	13.81	S85° 50' 57"W			
L41	8.50	N47° 43' 56"E	L91	9.50	N4° 09' 03"W			
L42	9.00	N42° 16' 04"W	L92	8.46	S85° 50' 57"W			
L43	18.50	N47° 43' 56"E	L93	9.50	S4° 09' 03"E			
L44	9.00	N42° 16' 04"W	L94	13.81	S85° 50' 57"W			
L45	14.50	N47° 43' 56"E	L95	12.50	S4° 09' 03"E			
L46	22.23	S42° 16' 04"E	L96	13.71	S85° 50' 57"W			
L47	9.50	N47° 43' 56"E	L97	9.50	N41° 59' 40"E			
L48	27.54	S42° 16' 04"E	L98	8.46	N47° 54' 34"W			
L49	9.50	S47° 43' 56"W	L99	9.50	S42° 05' 26"W			
L50	8.46	S42° 16' 04"E	L100	27.54	N47° 54' 34"W			



CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	23.16	290.50	4°34'04"	N44° 22' 12"E	23.15
C2	18.10	486.65	2°07'53"	N48° 04' 05"E	18.10
C3	18.48	51.50	20°33'19"	S46° 08' 37"E	18.38
C4	6.79	27.50	14°09'12"	S49° 20' 41"E	6.78
C5	20.42	6.50	180°00'00"	S42° 16' 04"E	13.00
C6	10.21	6.50	90°00'00"	S10° 21' 56"W	9.19
C7	28.01	16.50	97°15'28"	S83° 15' 48"E	24.76
C8	16.10	6.50	141°52'59"	S23° 12' 33"E	12.29
C9	6.59	5.00	75°28'39"	S41° 53' 22"E	6.12
C10	7.07	4.50	90°00'00"	S40° 50' 57"W	6.36
C11	7.07	4.50	90°00'00"	N49° 09' 03"W	6.36
C12	3.44	4.50	43°45'31"	S63° 58' 12"W	3.35
C13	14.50	6.00	138°29'23"	N27° 09' 16"W	11.22

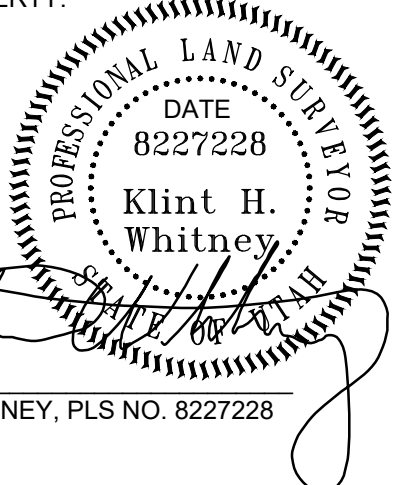


LEGEND

- WEBER COUNTY MONUMENT AS NOTED
- SET 24" REBAR AND CAP MARKED GARDNER ENGINEERING
- FOUND REBAR AND CAP MARKED GARDNER ENGINEERING
- SUBDIVISION BOUNDARY
- ADJACENT PARCEL
- SECTION LINE
- STREET CENTERLINE
- EASEMENT
- PRIVATE OWNERSHIP
- LIMITED COMMON AREA
- COMMON AREA
- COMMON AREA PRIVATE DRIVE

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 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY AS SHOWN AND DESCRIBED ON THIS PLAT, AND HAVE SUBDIVIDED SAID PROPERTY INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS THE POINTE AT WOLF CREEK IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN HEREON ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY; THAT ALL LOTS MEET THE REQUIREMENTS OF THE LAND USE CODE; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.



OWNER'S DEDICATION

THE POINT AT WOLF CREEK, LLC, (THE POINTE) AS OWNER OF THE TRACT OF LAND DESCRIBED HEREON, AND AS DECLARANT OF THAT CERTAIN PROJECT KNOWN AS THE POINTE AT WOLF CREEK, HEREBY DEDICATES AND RESERVES UNTO ITSELF, INCLUDING ITS GRANTEEES, SUCCESSORS AND ASSIGNS, A RIGHT-OF-WAY TO BE USED IN COMMON WITH ALL OTHERS WITHIN SAID PROJECT (AND THOSE ADJOINING PROJECTS OR SUBDIVISIONS THAT MAY BE SUBDIVIDED BY SAID OWNER/DECLARANT, ITS SUCCESSORS OR ASSIGNS) ON, OVER AND ACROSS ALL THOSE PORTIONS OR PARTS OF SAID TRACT OF LAND DESIGNATED ON SAID PLAT AS PRIVATE STREETS AS ACCESS TO THE INDIVIDUAL LOTS/UNIT, TO BE MAINTAINED BY THE POINT AT WOLF CREEK OWNERS ASSOCIATION, WHICH SHALL BE GOVERNED IN ACCORDANCE WITH THE UTAH COMMUNITY ASSOCIATION ACT AND WHOSE MEMBERSHIP SHALL CONSIST OF THE OWNERS OF SAID LOTS/UNITS, THEIR GRANTEEES, SUCCESSORS, OR ASSIGNS. THE POINT ALSO GRANTS AND CONVEYS TO THE POINT AT WOLF CREEK OWNERS ASSOCIATION ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS COMMON AREAS TO BE USED FOR RECREATIONAL AND OPEN SPACE PURPOSES FOR THE BENEFIT OF EACH THE POINT OWNERS ASSOCIATION MEMBER IN COMMON WITH ALL OTHERS IN THE PROJECT.

THE POINTE AT WOLF CREEK, LLC, GRANTS AND DEDICATES TO WEBER COUNTY A PERPETUAL EASEMENT OVER UPON AND UNDER THE LANDS DESIGNATED ON THE PLAT AS COMMON AREA, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES, STORM DRAINAGE FACILITIES OR FOR THE PERPETUAL PRESERVATION OF WATER DRAINAGE CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY WEBER COUNTY.

THE POINTE AT WOLF CREEK, LLC, GRANTS AND DEDICATES TO WEBER COUNTY A PERPETUAL EASEMENT AND OVER THE COMMON AREAS TO GUARANTEE TO WEBER COUNTY THAT THE COMMON AREAS REMAIN OPEN AND UNDEVELOPED EXCEPT FOR APPROVED RECREATIONAL, PARKING AND OPEN SPACE PURPOSES.

- A. PRIVATE OWNERSHIP WILL BE DEFINED AS ANYTHING WITHIN THE FOOTPRINT OF THE INDIVIDUAL LOTS/UNITS AS SHOWN ON SHEET 3.
- B. LIMITED COMMON AREA TO BE EXCLUDED FROM PUBLIC UTILITY EASEMENT DEDICATION.

THE POINTE AT WOLF CREEK, LLC
SIGNED THIS _____ DAY OF _____, 2021
JOHN L. LEWIS, MANAGING MEMBER

ACKNOWLEDGEMENT

STATE OF UTAH)
)
COUNTY OF WEBER)

On this _____ day of _____, 2021, personally appeared before me JOHN L. LEWIS, 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 MANAGING MEMBER OF THE POINTE AT WOLF CREEK, 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 JOHN L. LEWIS acknowledged to me that said Corporation executed the same.

PRINTED NAME _____ SIGNATURE _____ COUNTY AND STATE _____
COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

NOTES

- ZONE: FOREST RESIDENTIAL
- NIGHTLY RENTALS ARE ALLOWED.

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO CREATE UNITS ON THE PROPERTY AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY JOHN LEWIS. THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING WEBER COUNTY SURVEY MONUMENTATION AS SHOWN AND NOTED HEREON THE BASIS OF BEARING IS THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN WHICH BEARS NORTH 89°14'39" WEST WEBER COUNTY, UTAH NORTH, NAD 83 STATE PLANE GRID BEARING.

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. THE APPROVAL OF THIS PLAT BY THE WEBER COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.

SIGNED THIS _____ DAY OF _____, 2021.

_____ COUNTY SURVEYOR

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 APPLICABLE THERETO AND NOW IN FORCE AND EFFECT.

SIGNED THIS _____ DAY OF _____, 2021.

_____ COUNTY ATTORNEY

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.

SIGNED THIS _____ DAY OF _____, 2021.

_____ COUNTY ENGINEER

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.

SIGNED THIS _____ DAY OF _____, 2021.

_____ CHAIRMAN, WEBER COUNTY COMMISSION

WEBER COUNTY PLANNING COMMISSION APPROVAL

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

SIGNED THIS _____ DAY OF _____, 2021.

_____ CHAIRMAN, 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.

SIGNED THIS _____ DAY OF _____, 2021.

_____ DIRECTOR WEBER-MORGAN HEALTH DEPT.

DEVELOPER: THE POINT AT WOLF CREEK, LLC
JOHN L. LEWIS
3718 NORTH WOLF CREEK DRIVE
EDEN, UTAH 84310
801-430-1507

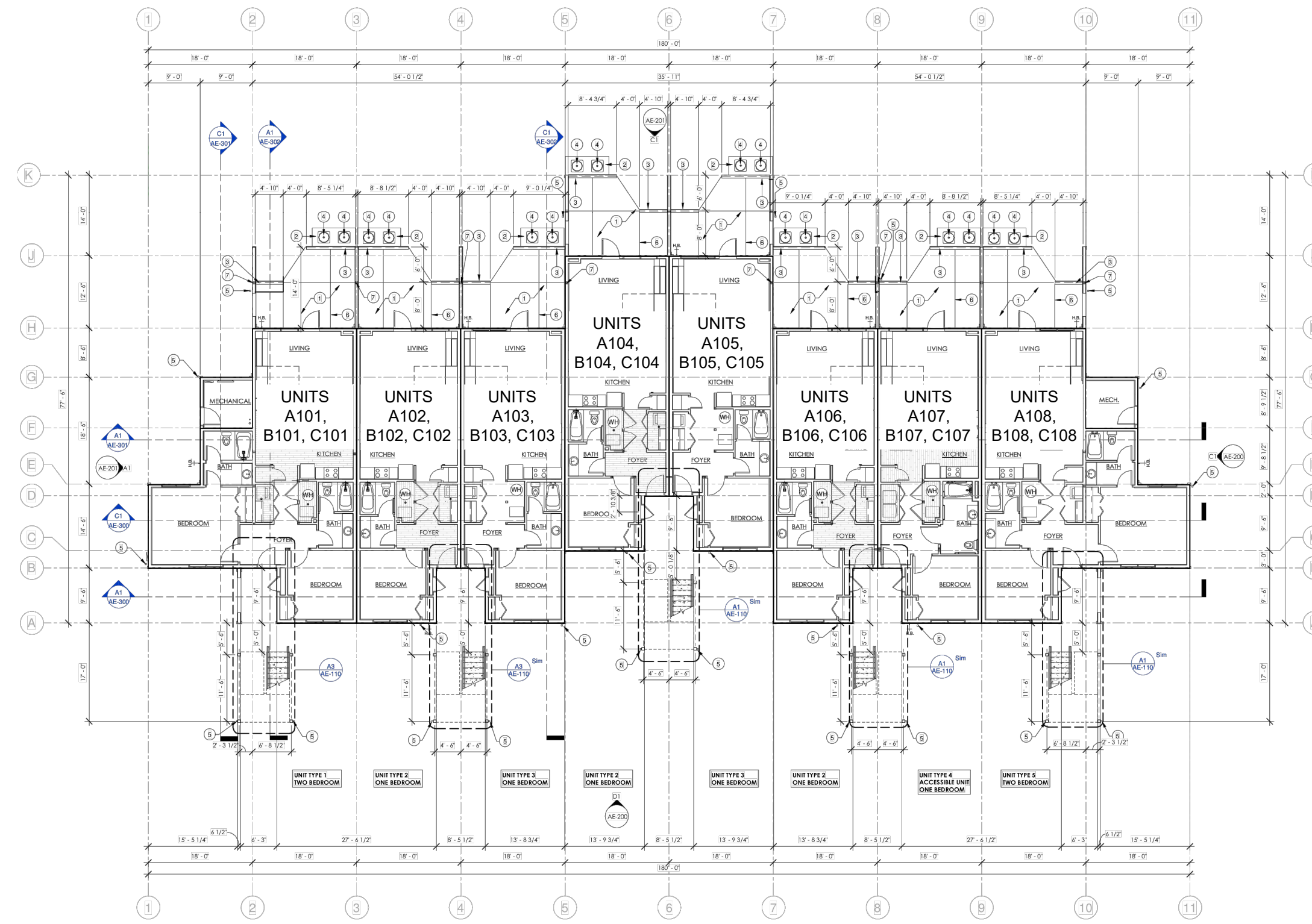
S1
3

COUNTY RECORDER
ENTRY NO. _____ FEE PAID _____
FILED FOR AND RECORDED _____
AT _____ IN BOOK _____ OF OFFICIAL _____
RECORDS, PAGE _____ RECORDED FOR _____
COUNTY RECORDER
BY: _____

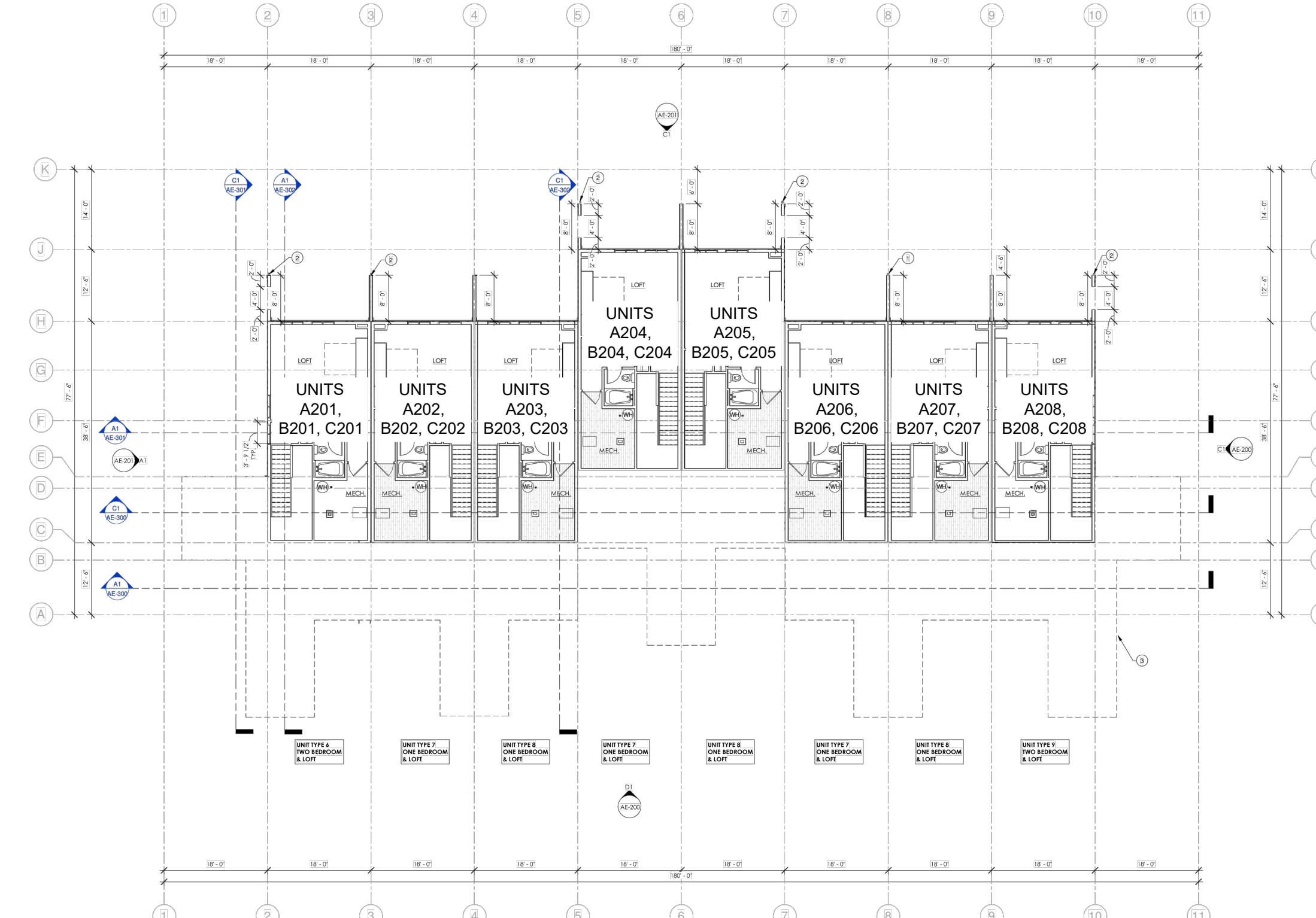
GARDNER ENGINEERING
CIVIL & LAND PLANNING
MUNICIPAL & LAND SURVEYING
5150 SOUTH 275 EAST CEDAR UT
OFFICE: 801-476-0202 FAX: 801-476-0966

R:\1201 - LEWIS WOMES\1022 - THE POINTE AT WOLF CREEK\THE POINTE - SUB PLAT.DWG

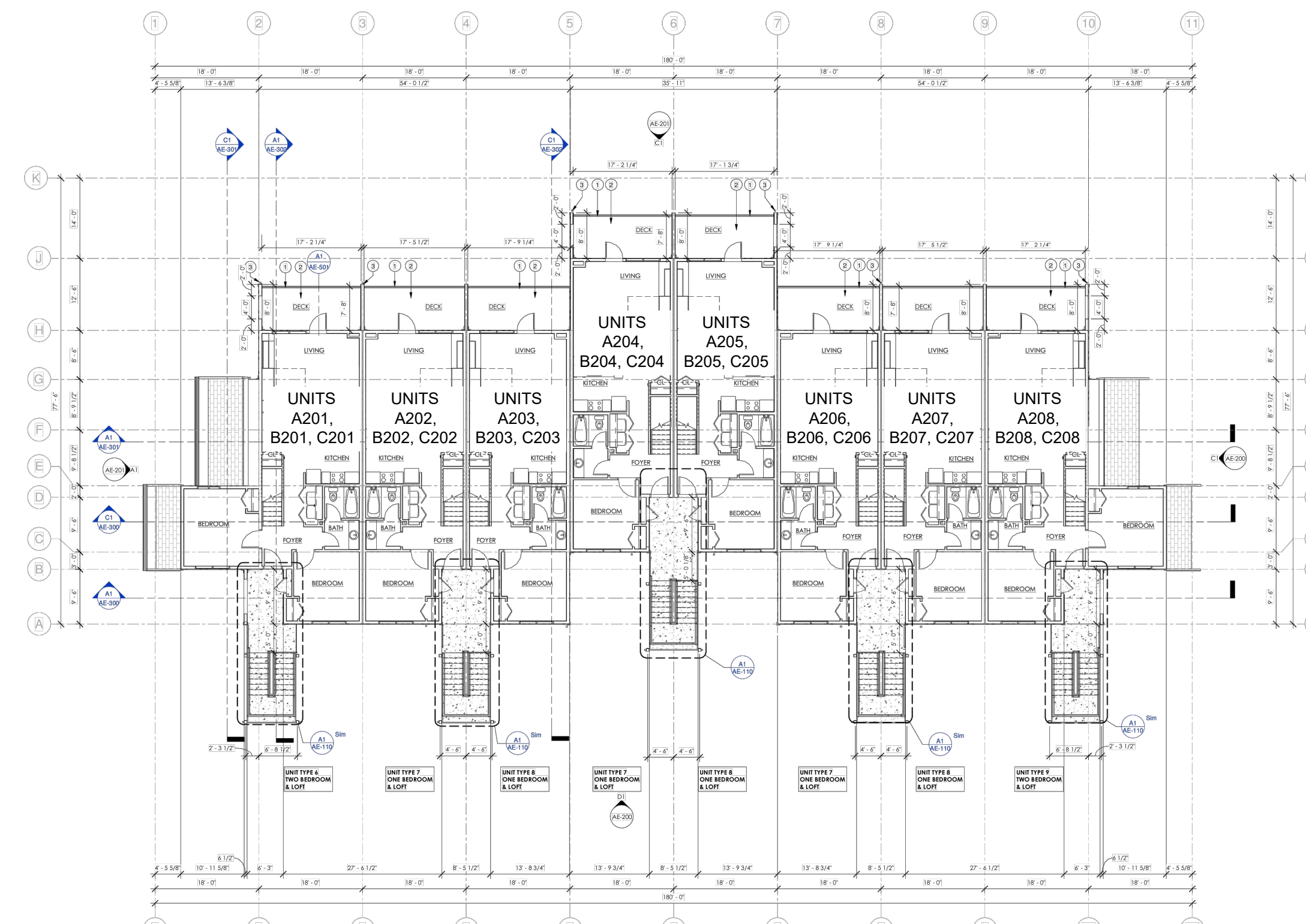
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LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22,
TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
WEBER COUNTY, UTAH
JUNE 2021



MAIN LEVEL FLOOR PLAN



LOFT FLOOR PLAN



UPPER LEVEL FLOOR PLAN

DEVELOPER:
THE POINT AT WOLF CREEK, LLC
JOHN L. LEWIS
3718 NORTH WOLF CREEK DRIVE
EDEN, UTAH 84310
801-430-1507

S2
3

COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____

FILED FOR AND RECORDED _____

AT _____ IN BOOK _____ OF OFFICIAL

RECORDS, PAGE _____ RECORDED

FOR _____

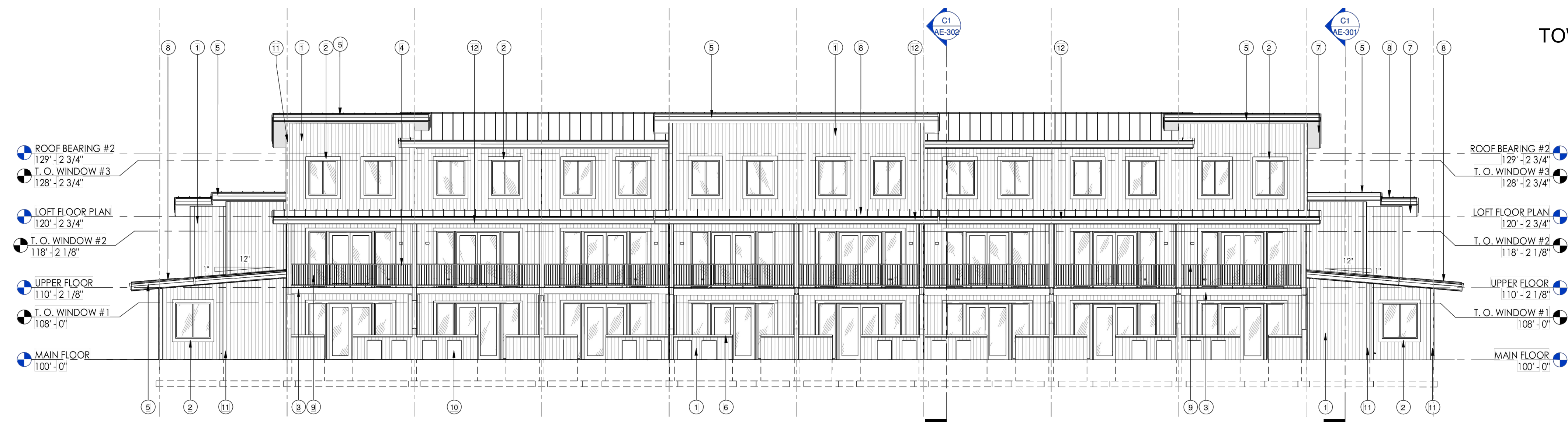
COUNTY RECORDER

BY: _____

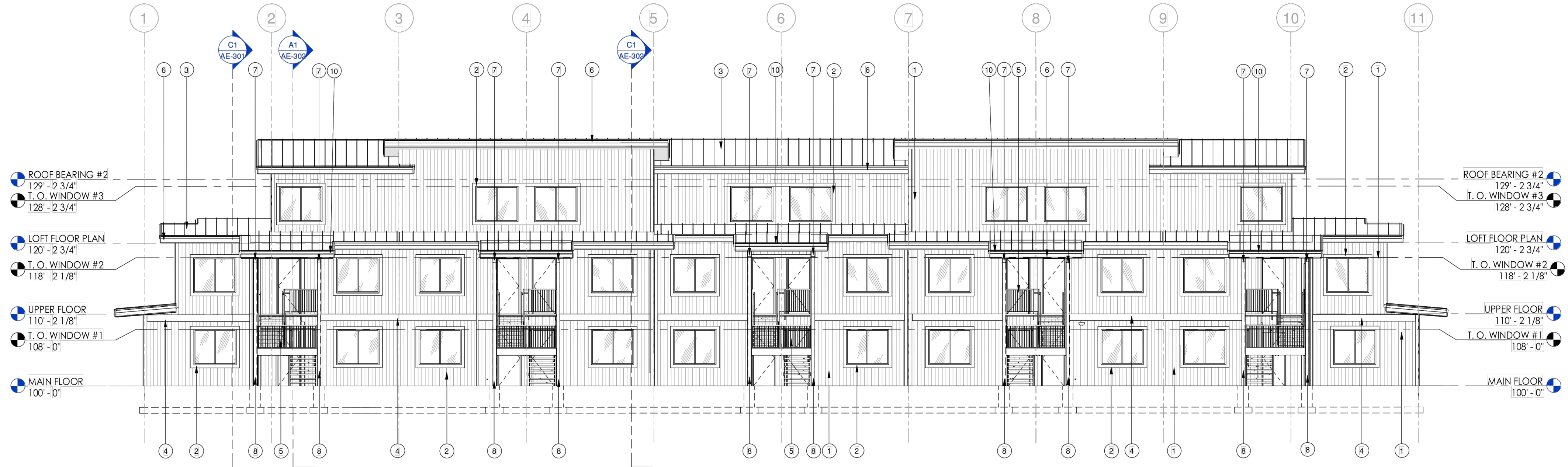
GARDNER ENGINEERING
CIVIL • LAND PLANNING
MUNICIPAL • LAND SURVEYING
5150 SOUTH 375 EAST OGDEN, UT
OFFICE: 801-476-0202 FAX: 801-476-0066

Exhibit A

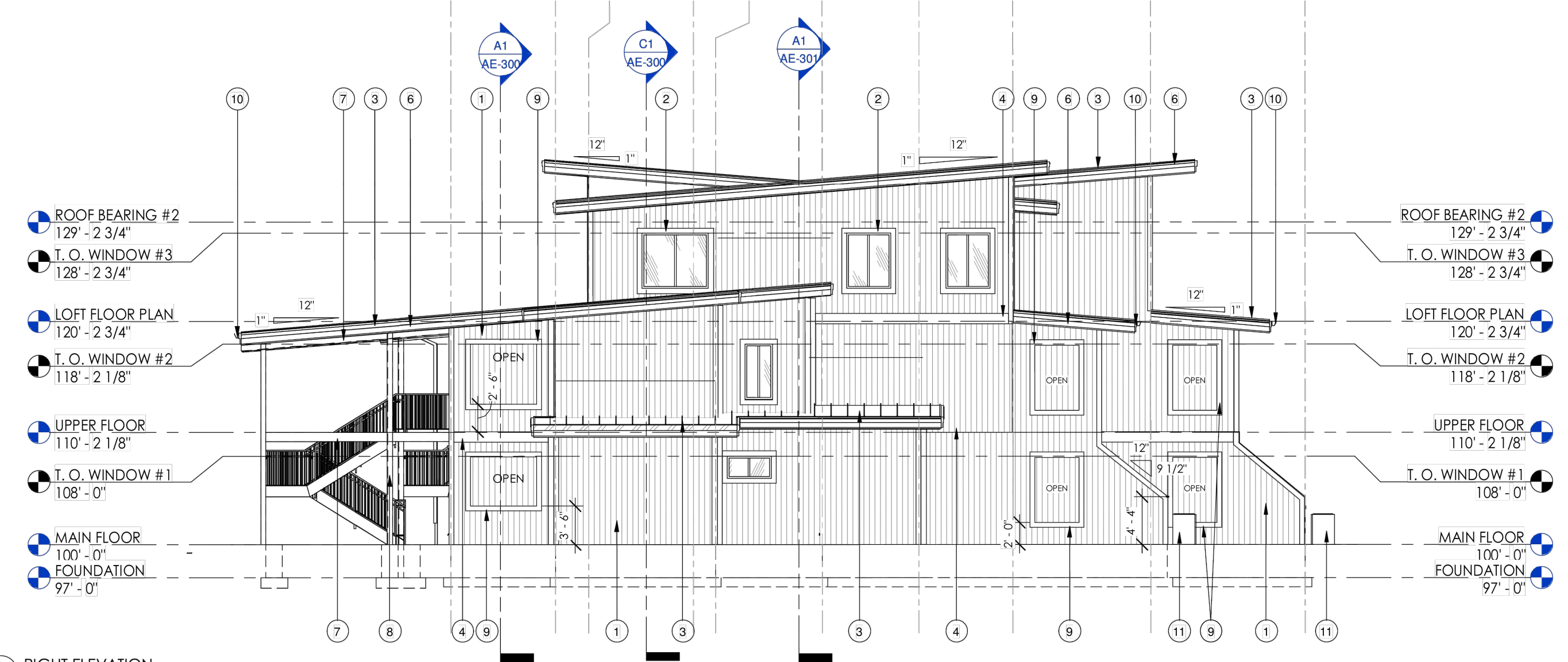
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LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22,
TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
WEBER COUNTY, UTAH
JUNE 2021



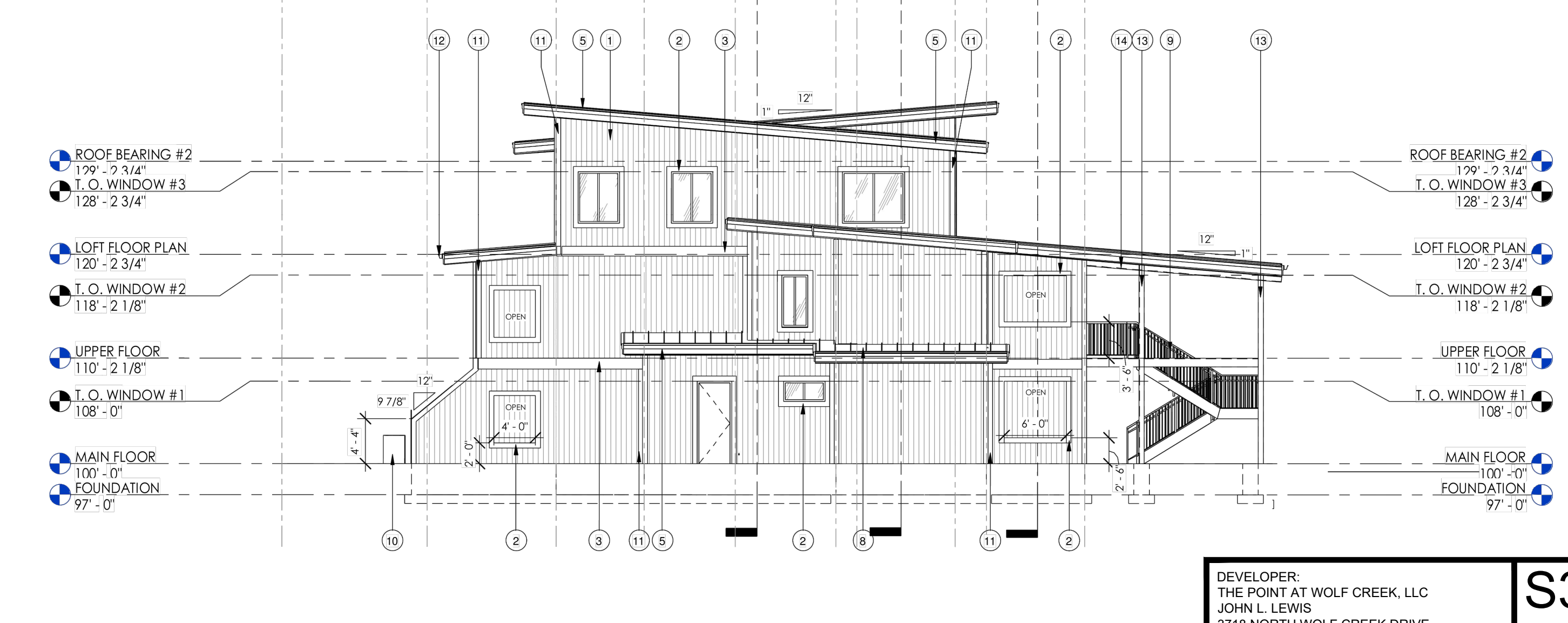
BACK ELEVATION
1/8" = 1'-0"



FRONT ELEVATION
1/8" = 1'-0"



RIGHT ELEVATION
1/8" = 1'-0"



LEFT ELEVATION
1/8" = 1'-0"

ELEVATIONS
MAIN FLOOR BUILDING A = 5233.0'
MAIN FLOOR BUILDING B = 5237.0'
MAIN FLOOR BUILDING C = 5243.0'

DEVELOPER:
THE POINT AT WOLF CREEK, LLC
JOHN L. LEWIS
3718 NORTH WOLF CREEK DRIVE
EDEN, UTAH 84310
801-430-1507

S3
3

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

R:\1201 - LEWIS HOMES\1202 - THE POINTE AT WOLF CREEK - SUB PLAT.DWG

**WEBER COUNTY
IMPROVEMENTS GUARANTEE AGREEMENT**

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

******* PARTIES *******

"APPLICANT": _____

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

address: _____ city: _____ state: ____ zip: _____

telephone: (____) _____, 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 _____ The Point Subdivision _____
(description or name of Project)

located at _____ 3850 N Wolf Creek Drive _____
(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: _____ 402T210025 _____,

Escrow Account Repository: _____ Weber County Treasurer _____,

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 \$640,314.60 (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 years 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: _____
Applicant Signature Date

Title: _____
(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 _____)
:SS
County of _____)

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 to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged that he/she/they executed the same.

Notary Public

COMPLETE ONLY IF APPLICANT IS A CORPORATION

State of _____)
:SS
County of _____)

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 _____)
:SS
County of _____)

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 _____)
:ss
County of _____)

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 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

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

RE: The Point
Chad Jones

Weber County Engineering,

	Quantity	Unit	Unit Price	Escrow	Release 1	Remaining
Water						
8" C900 DR-18 PVC Waterline (includes import and fittings)	349	LF	\$ 40.00	\$ 13,960.00	\$ -	\$ 13,960.00
8" Tee	1	EA	\$ 385.00	\$ 385.00	\$ -	\$ 385.00
8" Gate Valve	1	EA	\$ 1,350.00	\$ 1,350.00	\$ -	\$ 1,350.00
6" Fire Lateral	3	EA	\$ 6,158.00	\$ 18,474.00	\$ -	\$ 18,474.00
2" Water Lateral	6	EA	\$ 5,025.00	\$ 30,150.00	\$ -	\$ 30,150.00
Install Fire Hydrant Assembly	2	EA	\$ 7,305.00	\$ 14,610.00	\$ -	\$ 14,610.00
Connect to existing Main	1	EA	\$ 6,000.00	\$ 6,000.00	\$ -	\$ 6,000.00
SubTotal				\$ 84,929.00	\$ -	\$ 84,929.00
Sewer						
8" PVC SDR 35 Sewer Line	299	LF	\$ 30.00	\$ 8,970.00	\$ -	\$ 8,970.00
6" Lateral Lines and Connections	3	EA	\$ 2,750.00	\$ 8,250.00	\$ -	\$ 8,250.00
Install 4' Sanitary Sewer MH	2	EA	\$ 5,550.00	\$ 11,100.00	\$ -	\$ 11,100.00
Testing, Cleaning, Video Inspect	1	LS	\$ 1,800.00	\$ 1,800.00	\$ -	\$ 1,800.00
SubTotal				\$ 30,120.00	\$ -	\$ 30,120.00
Storm						
15" PVC SDR-35 Storm Drain Line (includes import)	83	LF	\$ 54.34	\$ 4,510.22	\$ -	\$ 4,510.22
12" PVC SDR-35 Storm Drain Line (includes import)	570	LF	\$ 43.47	\$ 24,777.90	\$ -	\$ 24,777.90
10" PVC SDR-35 Storm Drain Line (includes import)	551	LF	\$ 34.78	\$ 19,163.78	\$ -	\$ 19,163.78
6" PVC SDR-35 Storm Drain Line (includes import)	927	LF	\$ 24.64	\$ 22,841.28	\$ -	\$ 22,841.28
10" Perforated pvc Pipe	163	LF	\$ 22.00	\$ 3,586.00	\$ -	\$ 3,586.00
4" Perforated pipe in filter sock	463	LF	\$ 4.00	\$ 1,852.00	\$ -	\$ 1,852.00
2 FT SD Box	5	EA	\$ 1,950.00	\$ 9,750.00	\$ -	\$ 9,750.00
Storm Drain 4x4 Box	1	EA	\$ 2,800.00	\$ 2,800.00	\$ -	\$ 2,800.00
Storm drain catch basin	6	EA	\$ 3,800.00	\$ 22,800.00	\$ -	\$ 22,800.00
3x3 storm Drain box	1	EA	\$ 1,400.00	\$ 1,400.00	\$ -	\$ 1,400.00
Roof drain stubs	3	EA	\$ 650.00	\$ 1,950.00	\$ -	\$ 1,950.00
12" Inline Drain Box	18	EA	\$ 800.00	\$ 14,400.00	\$ -	\$ 14,400.00
Connect to existing diversion box	1	EA	\$ 2,750.00	\$ 2,750.00	\$ -	\$ 2,750.00
SubTotal				\$ 132,581.18	\$ -	\$ 132,581.18
Secondary						
4" Secondary Water Line (includes import)	172	LF	\$ 23.93	\$ 4,115.96	\$ -	\$ 4,115.96
Secondary Water Meter	1	EA	\$ 2,850.00	\$ 2,850.00	\$ -	\$ 2,850.00
Connect to Existing Main	1	EA	\$ 2,750.00	\$ 2,750.00	\$ -	\$ 2,750.00
Gate Valve	1	EA	\$ 1,950.00	\$ 1,950.00	\$ -	\$ 1,950.00
SubTotal				\$ 11,665.96	\$ -	\$ 11,665.96
MISC Site						
Building Pad Preparation	2	EA	\$ 7,480.00	\$ 14,960.00	\$ -	\$ 14,960.00
8" Base Course (Road)	1599	Ton	\$ 25.00	\$ 39,975.00	\$ -	\$ 39,975.00
8" Base Course (Concrete/Sidewalk)	438	Ton	\$ 25.00	\$ 10,950.00	\$ -	\$ 10,950.00
3" Asphalt	620	Ton	\$ 213.53	\$ 132,388.60	\$ -	\$ 132,388.60
24" Curb and Gutter (Spill)	771	LF	\$ 15.50	\$ 11,950.50	\$ -	\$ 11,950.50
24" Curb and Gutter (Catch)	1009	LF	\$ 15.50	\$ 15,639.50	\$ -	\$ 15,639.50
Install Concrete	9056	SF	\$ 6.24	\$ 56,509.44	\$ -	\$ 56,509.44
Striping	1	LS	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00
Trash Enclosure	1	EA	\$ 23,400.00	\$ 23,400.00	\$ -	\$ 23,400.00
Saw Cut	1	LS	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00
Site Lighting	5	EA	\$ 2,017.00	\$ 10,085.00	\$ -	\$ 10,085.00
SWPPP	1	LS	\$ 2,250.00	\$ 2,250.00	\$ -	\$ 2,250.00
SubTotal				\$ 322,808.04	\$ -	\$ 322,808.04
Release Total					\$ -	
Subtotal				\$ 582,104.18		\$ 582,104.18
10% Contingency				\$ 58,210.42		\$ 58,210.42
Grand Total				\$ 640,314.60		\$ 640,314.60

Exhibit B: County Engineer-Approved Construction Drawings

Exhibit C: Reserved for Escrow Certificate or Letter of Credit