



Staff Report to the Weber County Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:	Consideration and action on final approval of Saddlewood Estates Subdivision, consisting of 27 lots. This request for approval includes a request for the Commission acceptance of road dedication and an associated improvement guarantee agreement.
Type of Decision:	Administrative
Agenda Date:	Tuesday, November 30, 2021
Applicant:	Jim Flint, Representative
File Number:	LVS03252021

Property Information

Approximate Address:	1900 S 5000 West, Ogden, UT, 84401
Project Area:	33.19 acres
Zoning:	Agricultural (A-2 & A-1) Zones
Existing Land Use:	Agricultural
Proposed Land Use:	Residential
Parcel ID:	15-079-0051
Township, Range, Section:	T6N, R2W, Section 29 NW

Adjacent Land Use

North:	1900 South St.	South:	Residential
East:	Residential/Agricultural Greenhouse	West:	5100 West Street/Pinaea

Staff Information

Report Presenter:	Tammy Aydelotte taydelotte@co.weber.ut.us
Report Reviewer:	SB

Applicable Land Use Codes

- Weber County Land Use Code Title 106 (Subdivisions)
- Weber County Land Use Code Title 104 (Zones) Chapter 5 (A-1 & A-2 Zones)

Background and Summary

7/13/2021 – Planning Commission issued preliminary approval.

6/21/2021 – Planning Commission recommended final approval.

Analysis

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

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

Review Agencies: Weber Fire District has approved this proposed subdivision. Engineering has issued conditional approval of this subdivision. The County Surveyor's Office will review this subdivision, once a proposed final plat has been submitted.

Culinary water, secondary water, and sanitary sewage disposal: Taylor West Weber Water has received impact fees, approved of the plans and received the plan review fees, and provided a **final will serve letter** for this 27-lot subdivision. An unconditional final approval letter is not issued until the improvement plans have either been

Exhibit A – Table of Averages & Proposed Plat

<i>Average Lot Size Table</i>					
<i>Lot #</i>	<i>Square Footage</i>	<i>Acres</i>	<i>L15</i>	<i>40,712 S.F.</i>	<i>0.935 AC.</i>
<i>L1</i>	<i>42,494 S.F.</i>	<i>0.976 AC.</i>	<i>L16</i>	<i>40,809 S.F.</i>	<i>0.937 AC.</i>
<i>L2</i>	<i>45,105 S.F.</i>	<i>1.035 AC.</i>	<i>L17</i>	<i>40,809 S.F.</i>	<i>0.937 AC.</i>
<i>L3</i>	<i>40,887 S.F.</i>	<i>0.939 AC.</i>	<i>L18</i>	<i>40,915 S.F.</i>	<i>0.939 AC.</i>
<i>L4</i>	<i>40,757 S.F.</i>	<i>0.936 AC.</i>	<i>L19</i>	<i>40,476 S.F.</i>	<i>0.929 AC.</i>
<i>L5</i>	<i>40,910 S.F.</i>	<i>0.939 AC.</i>	<i>L20</i>	<i>36,586 S.F.</i>	<i>0.840 AC.</i>
<i>L6</i>	<i>49,524 S.F.</i>	<i>1.137 AC.</i>	<i>L21</i>	<i>40,945 S.F.</i>	<i>0.940 AC.</i>
<i>L7</i>	<i>50,480 S.F.</i>	<i>1.159 AC.</i>	<i>L22</i>	<i>41,946 S.F.</i>	<i>0.963 AC.</i>
<i>L8</i>	<i>40,809 S.F.</i>	<i>0.937 AC.</i>	<i>L23</i>	<i>50,787 S.F.</i>	<i>1.166 AC.</i>
<i>L9</i>	<i>40,809 S.F.</i>	<i>0.937 AC.</i>	<i>L24</i>	<i>60,641 S.F.</i>	<i>1.392 AC.</i>
<i>L10</i>	<i>40,520 S.F.</i>	<i>0.930 AC.</i>	<i>L25</i>	<i>62,187 S.F.</i>	<i>1.428 AC.</i>
<i>L11</i>	<i>40,552 S.F.</i>	<i>0.931 AC.</i>	<i>L26</i>	<i>36,446 S.F.</i>	<i>0.837 AC.</i>
<i>L12</i>	<i>40,881 S.F.</i>	<i>0.938 AC.</i>	<i>L27</i>	<i>36,654 S.F.</i>	<i>0.842 AC.</i>
<i>L13</i>	<i>39,249 S.F.</i>	<i>0.901 AC.</i>	TOTAL:	<i>1,163,593 S.F.</i>	<i>26.74 AC.</i>
<i>L14</i>	<i>40,703 S.F.</i>	<i>0.934 AC.</i>	AVG:	<i>43,096 S.F.</i>	<i>.989 AC.</i>

Exhibit B – Improvements Guarantee Agreement

**WEBER COUNTY
IMPROVEMENTS GUARANTEE AGREEMENT**

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

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

"APPLICANT": Saddlewood Real Estate LLC, Shane Barthlome Agent

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

address: 672 N 200 W city: Willard state: UT zip: 84340

telephone: (435)730-4334, 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 Saddlewood Estates Subdivision
(description or name of Project)

located at 1900 South 5000 West, Ogden, UT, 84401
(address of Project)

WHEREAS, COUNTY ordinances require APPLICANT to guarantee the construction of certain improvements prior to either the recordation of the above described subdivision plat or the actual issuance of any permit(s) or approval(s) related to the above-described Project; and

WHEREAS, the terms of either the subject subdivision plat approval or the issuance of the subject permit(s)/approval(s) require APPLICANT to complete the following improvements, (herein “the Improvements”) (check one and complete):

specified in Exhibit B , attached hereto and incorporated herein by this reference;

- or -

described as follows: _____; and

WHEREAS, COUNTY will not record the subject subdivision or grant the subject permit(s)/approval(s) until adequate provision has been made to guarantee completion of the Improvements and to warrant the Improvements shall be maintained and remain free from any defects or damage, which improvements and required warranty are estimated to cost the amount set forth herein, and which improvements shall be installed in accordance with the specifications of COUNTY, and inspected by COUNTY;

NOW THEREFORE, For good and valuable consideration, the parties agree as follows:

******* TERMS AND CONDITIONS *******

1. **PURPOSE FOR AGREEMENT.** The parties hereto expressly acknowledge that the purpose of this Agreement is not only to guarantee the proper completion of the Improvements named herein, but also, among other things, to eliminate and avoid the harmful effects of unauthorized subdivisions and other land developments which may leave property or improvements improperly completed, undeveloped or unproductive.

2. **UNRELATED OBLIGATIONS OF APPLICANT.** The benefits and protection of the Proceeds specified herein shall inure solely to COUNTY and not to third parties, including, but not limited to, lot purchasers, contractors, subcontractors, laborers, suppliers, or others. COUNTY shall not be liable to claimants or others for obligations of APPLICANT under this Agreement. COUNTY shall further have no liability for payment of any costs or expenses of any party who attempts to make a claim under this Agreement, and shall have under this Agreement no obligation to make payments to, give Notices on behalf of, or otherwise have obligations to any alleged claimants under this Agreement.

3. **AGREEMENT DOCUMENTS.** All data which is used by COUNTY to compute the cost of or otherwise govern the design and installation of the Improvements is hereby made a part of this Agreement, and is incorporated herein by this reference. This Agreement incorporates herein by reference any subject subdivision plat, plan, construction drawing, permit, condition of approval, and any and all other relevant data and specifications required by the Weber County Land Use Code.

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

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

- or -

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

5. **FEES.** APPLICANT agrees to pay all Fees required by COUNTY for the entire Project prior to the issuance of any subsequent permit or approval within the Project.

6. **SPECIFIC PERFORMANCE.** APPLICANT has entered into this Agreement with COUNTY for the purpose of guaranteeing construction of the Improvements and payment of the Fees. COUNTY shall be entitled to specifically enforce APPLICANT'S obligation under this Agreement to construct and install the Improvements in a manner satisfactory to COUNTY, and to pay the Fees.

7. **APPLICANT'S INDEPENDENT OBLIGATION.** APPLICANT EXPRESSLY ACKNOWLEDGES, UNDERSTANDS AND AGREES that its obligation to complete and warrant the Improvements and pay the Fees and fulfill any other obligation under this Agreement, COUNTY ordinances, or other applicable law is independent of any obligation or responsibility of COUNTY, either express or implied. APPLICANT agrees that its obligation to complete and warrant the Improvements and pay the Fees is not and shall not be conditioned upon the commencement of actual construction work in the subdivision or development or upon the sale of any lots or part of the subdivision or development. APPLICANT further acknowledges (a) that its contractual obligation to complete and warrant the Improvements and pay the Fees pursuant to this Agreement is independent of any other remedy available to COUNTY to secure proper completion of the Improvements and payment of the Fees; (b) that APPLICANT shall not assert as a defense that COUNTY has remedies against other entities or has other remedies in equity or at law that would otherwise relieve APPLICANT of its duty to perform as outlined in this Agreement or preclude COUNTY from requiring APPLICANT'S performance under this Agreement; (c) that APPLICANT has a legal obligation, independent of this Agreement, to timely complete and pay for the Improvements in full and timely pay the Fees in full; and (d) should APPLICANT Default under this Agreement in any degree, APPLICANT agrees to compensate COUNTY for all costs, including Incidental Costs, related to APPLICANT'S failure to perform its obligation to complete and warrant the Improvements or pay the Fees to the extent that such costs are not adequately covered by the Proceeds ("Proceeds" defined in paragraph 10).

8. **INCIDENTAL COSTS.** "Incidental Costs", as used in this Agreement, shall mean engineering and architect fees, administrative expenses, court costs, attorney's fees (whether incurred by in-house or independent counsel), insurance premiums, mechanic's or materialmen's liens, and any other cost and interest thereon incurred by COUNTY, occasioned by APPLICANT'S Default under this Agreement.

9. **DEFAULT.** "Default," as used in this Agreement, shall mean, in addition to those events previously or subsequently described herein, a party's failure to perform, in a timely manner, any obligation, in whole or in part, required of such party by the terms of this Agreement or required by COUNTY ordinance or other applicable law. In addition, the following shall also be considered Default on the part of APPLICANT: APPLICANT'S abandonment of the Project, as determined by COUNTY; APPLICANT'S insolvency, appointment of a receiver, or filing of a voluntary or involuntary petition in bankruptcy; APPLICANT'S failure to file with COUNTY a renewed Financial Guarantee, as defined in paragraph 10, more than 60 days before a Financial Guarantee will expire, unless APPLICANT'S obligations have been terminated under paragraph 36(b); APPLICANT'S Escrow Repository's or Financial Institution's insolvency, appointment of a receiver, filing of a voluntary or involuntary petition in bankruptcy, or failure to perform under the terms of this agreement; the commencement of a foreclosure proceeding against the Project property; or the Project property being conveyed in lieu of foreclosure.

The occurrence of such shall give the other party or parties the right to pursue any and all remedies available at law, in equity, or otherwise available pursuant to the terms of this Agreement. Only the parties hereto are authorized to determine Default. Default shall not be declared prior to the other party receiving written notice.

10. **GUARANTEE OF IMPROVEMENTS.** APPLICANT hereby files, as an independent guarantee (herein "Financial Guarantee") with COUNTY for the purpose of insuring construction and installation of the Improvements and payment of the Fees, one of the following (check one and complete applicable information):

CASH CERTIFICATE, identified by the following:

Escrow Account: _____,

Escrow Account Repository: _____,

IRREVOCABLE LETTER OF CREDIT (herein the "Letter of Credit"), identified by the following:

Letter of credit account or number: 4912210002237 _____,

Financial Institution: First Community Bank _____,

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 Letter of Credit shall be issued in favor of COUNTY to the account of APPLICANT herein, in the amount of \$2,340,423.79 (herein the "Proceeds"), and is made a part of this Agreement as Exhibit C (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

Applicant Signature Date

Title: _____

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

November 18, 2021

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

RE: Saddlewood Estates
Ryan Stokes

Weber County Engineering,

	Quantity	Unit	Unit Price	Escrow
1900 South Street Frontage Improvements				
Saw-Cut Existing Asphalt; Remove & Dispose	1,447	LF	\$ 6.50	\$ 9,405.50
8" Scarify - Subgrade Prep & Compact to 95%	22,106	SF	\$ 0.20	\$ 4,421.20
8" Granular Borrow 3: Minus Pit Run	17,330	SF	\$ 0.56	\$ 9,704.80
6" Untreated Base Course (3/4" - 1-1/2") - In-Place	17,330	SF	\$ 0.67	\$ 11,611.10
3" Asphalt - In-Place	17,330	SF	\$ 1.40	\$ 24,262.00
Seal Coat	1,925	SY	\$ 1.60	\$ 3,080.00
Install 2.5' Wide Standard Curb & Gutter	1,340	LF	\$ 19.00	\$ 25,460.00
Install STD. 4-foot Wide Conc. Sidewalk	5,357	SF	\$ 5.00	\$ 26,785.00
Install ADA Ramp	4	EA	\$ 850.00	\$ 3,400.00
SubTotal				\$ 118,129.60
Street Improvements - On-Site				
Mobilization, Clearing & Site Preparation	1	LS	\$ 3,000.00	\$ 3,000.00
8" Scarify - Subgrade Prep & Compact to 95%	159,362	SF	\$ 0.20	\$ 31,872.40
8" Granular Borrow 3: Minus Pit Run	130,493	SF	\$ 0.56	\$ 73,076.08
6" Untreated Base Course (3/4" - 1-1/2") - In-Place	130,493	SF	\$ 0.67	\$ 87,430.31
3" Asphalt - In-Place	130,493	SF	\$ 1.40	\$ 182,690.20
Seal Coat	14,499	SY	\$ 1.60	\$ 23,198.40
Install 2.5' Wide Standard Curb & Gutter	8,252	LF	\$ 19.00	\$ 156,788.00
Install STD. 4-foot Wide Conc. Sidewalk	32,267	SF	\$ 5.00	\$ 161,335.00
Install ADA Ramp	8	EA	\$ 850.00	\$ 6,800.00
Street Sign/Stop Sign	9	EA	\$ 250.00	\$ 2,250.00
Compaction Testing	1	LS	\$ 4,500.00	\$ 4,500.00
Install 48" RCP Culvert at Slough Crossing	62	LF	\$ 110.00	\$ 6,820.00
Install 30" RCP Culvert at Slough Crossing	62	LF	\$ 90.00	\$ 5,580.00
RIP RAP Headwalls	2	LS	\$ 18,000.00	\$ 36,000.00
Earthwork (approx.) - on-Site Cuts/Fills For Roadwork	7,500	CY	\$ 3.50	\$ 26,250.00
SubTotal				\$ 807,590.39

Drainage Improvements

15-Inch RCP III Storm Line	2,450 LF	\$ 24.00	\$ 58,800.00
Install County-STD. Combo Box	10 EA	\$ 2,500.00	\$ 25,000.00
Install County-STD. Inlet Box	6 EA	\$ 2,200.00	\$ 13,200.00
Install County-STD. Manhole	1 EA	\$ 2,300.00	\$ 2,300.00
Install County-STD. 3'x3' Catch Basin In Pond	1 EA	\$ 2,200.00	\$ 2,200.00
Install County-STD. Flared End Section	1 EA	\$ 2,200.00	\$ 2,200.00
Install Outlet Control Device with Orifice/Weir Plate	1 LS	\$ 4,200.00	\$ 4,200.00
Detention Basin Excavation, Complete (2143 CY)	1 LS	\$ 5,700.00	\$ 5,700.00
Hydroseed Pond	1 LS	\$ 3,000.00	\$ 3,000.00

SubTotal \$ 116,600.00

Culinary Water Improvements

Connect to Existing Water Main w/ Hot Tapping Sleeve & Valve	4 EA	\$ 2,200.00	\$ 8,800.00
Install 8" PVC C-900 DR 14 Water Main w/ all Fitting, Complete	2,295 LF	\$ 28.00	\$ 64,260.00
Install 10" PVC C-900 DR 14 Water Main w/ all Fitting, Complete	2,019 LF	\$ 35.00	\$ 70,665.00
Install 12" PVC C-900 DR 14 Water Main w/ all Fitting, Complete	755 LF	\$ 42.00	\$ 31,710.00
Connect New 12" Waterline to Existing 6" Waterline at Both Ends	1 LS	\$ 2,200.00	\$ 2,200.00
Fire line & Hydrant, W/Valve - Complete	7 EA	\$ 4,000.00	\$ 28,000.00
Water - 8" Gate Valve	9 EA	\$ 1,350.00	\$ 12,150.00
Water - 10" Gate Valve	5 EA	\$ 2,100.00	\$ 10,500.00
Water - 12" Gate Valve	4 EA	\$ 3,600.00	\$ 14,400.00
Temporary or Permannant Blow-Off w/ Traffic-Rated Box & 2' Flush Valve	2 EA	\$ 24.00	\$ 48.00
Install 1" Water Sevice w/ Water Meter & Box, Complete	27 EA	\$ 1,000.00	\$ 27,000.00
Thrust Blocking	1 LS	\$ 5,000.00	\$ 5,000.00
Water - Valve Collars	18 EA	\$ 350.00	\$ 6,300.00
Temporary Plugs and Testing	1 LS	\$ 1,000.00	\$ 1,000.00

SubTotal \$ 282,033.00

Sewer Improvements - Off-Site

Connect to Existing Sewer Manhole (off-site - 2100 S, 15' Deep)	1 LS	\$ 12,000.00	\$ 12,000.00
Install 5-Foot Dia. Sewer Manhole (8.5 - 8 Feet Deep)	3 EA	\$ 6,000.00	\$ 18,000.00
Install 4-Foot Dia. Sewer Manhole (15 - 8.5 Feet Deep)	2 EA	\$ 12,000.00	\$ 24,000.00
Sewer - Install Wye and 1' Stub for Existing Lots	11 EA	\$ 1,500.00	\$ 16,500.00
12" Sewer Main - PVC SDR 35 - Offsite	1,625 LF	\$ 60.00	\$ 97,500.00
Sewer - Manhole Concrete Collars	5 EA	\$ 350.00	\$ 1,750.00
Testing, Cleaning, Video Inspect	1 LS	\$ 1,500.00	\$ 1,500.00

SubTotal \$ 171,250.00

Sewer Improvements - On-Site

Install 5-Foot Dia. Sewer Manhole (6-5.5 Feet Deep)	1 EA	\$ 3,500.00	\$ 3,500.00
Install 4-Foot Dia. Sewer Manhole (8.5-8 Feet Deep)	5 EA	\$ 4,000.00	\$ 20,000.00
Install 4-Foot Dia. Sewer Manhole (8-6 Feet Deep)	4 EA	\$ 3,800.00	\$ 15,200.00
Install 4-Foot Dia. Sewer Manhole (6-4 Feet Deep)	2 EA	\$ 3,200.00	\$ 6,400.00
12" Sewer Main - PVC SDR 35 - On site	2,384 LF	\$ 54.00	\$ 128,736.00
10" Sewer Main - PVC SDR 35 - On site	1,845 LF	\$ 48.00	\$ 88,560.00
Sewer - Install Lateral For Lots	27 EA	\$ 2,000.00	\$ 54,000.00
Sewer - Manhole Concrete Collars	12 EA	\$ 450.00	\$ 5,400.00
Testing, Cleaning, Video Inspect	1 LS	\$ 1,800.00	\$ 1,800.00

SubTotal \$ 323,596.00

Secondary Water Improvements

Connect to Existing Secondary Water Main at 5100 West	1 LS	\$ 2,200.00	\$ 2,200.00
6" Secondary Water Main: PVC C-900 DR 18, w/ All Fittings, Complete	5,389 LF	\$ 25.00	\$ 134,725.00
Secondary Water Service (Double), With Meters, Complete	12 EA	\$ 3,600.00	\$ 43,200.00
Secondary Water Service (Single), With Meters, Complete	7 EA	\$ 1,500.00	\$ 10,500.00
Secondary Water - 6' Gate Valve	10 EA	\$ 1,200.00	\$ 12,000.00
Secondary Water - Vavle Collars	10 EA	\$ 350.00	\$ 3,500.00
Temporary Blow-Off w/ Traffic-Rated Box & 2" Flush Valve	2 EA	\$ 2,000.00	\$ 4,000.00
Thrust Blocks, Testing	1 LS	\$ 2,500.00	\$ 2,500.00

SubTotal \$ 212,625.00

SWPPP

Inlet Protection	14 EA	\$ 150.00	\$ 2,100.00
Silt Fence or Berming	1,267 LF	\$ 2.00	\$ 2,534.00
Concrete Washout	1 LS	\$ 300.00	\$ 300.00
Stabilized Entrance	4 LS	\$ 800.00	\$ 3,200.00

SubTotal \$ 8,134.00

Dry Utilities

Electric: Dig, Lay Conduit, Backfill	5,550 LF	\$ 14.00	\$ 77,700.00
Electric: Sleeves	500 LF	\$ 10.00	\$ 5,000.00
Gas: Sleeves	500 LF	\$ 10.00	\$ 5,000.00

SubTotal \$ 87,700.00

Release Total

Subtotal \$ 2,127,657.99
10% Contingency \$ 212,765.80

Grand Total \$ 2,340,423.79

Exhibit B: County Engineer-Approved Construction Drawings

Engineered drawings prepared by Hansen & Associates as approved by the County Engineer

Exhibit C: County-Approved Letter of Credit



IRREVOCABLE STANDBY LETTER OF CREDIT

Date: December 17, 2021

Beneficiary:
Weber County
2380 Washington Blvd.
Ogden, Utah 84401

Applicant:
Saddlewood Real Estate
LLC 672 North 200 West
Willard, Utah 84340

LOC Number: 4912210002237
Project Name: Saddlewood Estates Subdivision
Amount: \$2,340,423.79
Expiration Date: December 17, 2023

WEBER COUNTY:

We hereby establish this irrevocable Standby Letter of Credit No. 4912210002237 (the "LOC"), in favor of Weber County (the "County"), for the Account of the (Applicant) Saddlewood Real Estate, LLC up to an aggregate amount of Two Million Three Hundred Forty Thousand Four Hundred Twenty Three and Seventy Nine U.S. Dollars (\$2,340,423.79) available by your draft at sight drawn on us. This LOC is issued to secure the completion and installation of improvements (the "Improvements") required under that certain Improvements Guarantee Agreement (the "Agreement") made between (Applicant) Saddlewood Real Estate, LLC and the County dated December 17, 2021.

Each draft must be accompanied by (i) a certification from the Weber County Engineer that (applicant) Saddlewood Real Estate, LLC is in default under the terms and conditions set forth in the Agreement; (ii) by this original LOC along with originals of all amendments; and (iii) by a sight draft signed by the Weber County Engineer. The original LOC shall be returned to the County if the sight drafts on the LOC have not exhausted the full amount of credit.

Each sight draft drawn under this LOC must state "Drawn Under First Community Bank Utah, Division of Glacier Bank Irrevocable Standby Letter of Credit No. 4912210002237, dated December 17, 2021, to satisfactorily complete such improvements as are required by the Improvements Guarantee Agreement between (Applicant) Saddlewood Real Estate, LLC and the County, dated December 17, 2021." First Community Bank Utah, Division of Glacier Bank is entitled to rely upon the certification from the Weber County Engineer and will have no obligation to independently verify the accuracy thereof.

Partial drawings and multiple drawings are permitted. Each time the County inspects and approves a portion of the required improvements, the amount eligible to be drawn under this Letter of Credit will be reduced by the value assigned by the County to the approved improvements.



This LOC shall expire Twenty-four (24) months from the date hereon unless the County shall have released (Applicant) Saddlewood Real Estate, LLC from all further liability hereunder upon the timely and satisfactory completion of the Improvements.

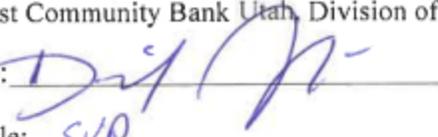
The proceeds of said drafts will be retained and used by the County to meet any expenses arising out of the satisfactory completion of the Improvements identified in the Agreement. Upon the final completion and acceptance of the performance required under the Agreement, there will be refunded to us by the County any balance remaining after application by the County of the sums necessary from the proceeds of the draft(s) to pay costs incurred in satisfactorily completing the Improvements.

This LOC is issued and shall be subject to the International Standby Practices (ISP98) or any subsequent revision thereto, to the extent that it does not conflict with Utah Code Annotated Sections 70A-5-101 *et seq.* (1953 as amended). Jurisdiction for resolution of disputes arising under this LOC lies in the courts of Salt Lake County, Utah.

We hereby agree with drawers, endorsers and bona fide holders of drafts that all drafts drawn under and in compliance with the terms of this LOC shall be honored by us and payment made no later than three (3) business days after delivery of documents as specified on or before the expiration date of this LOC.

In the event First Community Bank Utah, Division of Glacier Bank is placed into receivership, becomes insolvent, or files for bankruptcy, the County shall be immediately notified. The County may consider this a default event and require the issuance of a new irrevocable standby letter of credit.

First Community Bank Utah, Division of Glacier Bank

By: 
Title: SVP