



Staff Report to the Weber County Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: Discussion and action on a request for final approval of Taylor Landing Phase 2, a cluster subdivision consisting of 20 lots, including acceptance of publicly dedicated rights-of-way, acceptance of an open space conservation easement, and approval of a Development Improvement Agreement.

Agenda Date: Tuesday, May 10, 2022

Applicant: Marshae Stokes, Representative

File Number: LVT031120

Property Information

Approximate Address: 4000 W 2200 S, Ogden, UT, 84401

Project Area: Total Project Area (5 Development Phases and Open Space):.....109.63
Phase 2 Development Area:.....4.36 acres
Open Space Dedication (Phase 2):.....6.08 Acres

Zoning: Agricultural (A-1)

Existing Land Use: Vacant/Agricultural

Proposed Land Use: Residential/Agricultural Open Space

Parcel ID: 15-078-0181, 15-078-0179

Township, Range, Section: T6N, R2W, Section 28, NW & NE

Adjacent Land Use

North: Residential	South: Residential
East: Residential	West: Residential

Staff Information

Report Presenter: Scott Perkes, AICP
sperkes@co.weber.ut.us

Report Reviewer: SB

Applicable Land Use Codes

- Title 104 (Zones) Chapter 5 (Agricultural (A-1) Zone)
- Title 106 (Subdivisions)
- Title 108 (Standards) Chapter 3 (Cluster Subdivision)

Background and Summary

The applicant presented the overall cluster subdivision sketch plan on February 11, 2020. Having received an endorsement on the sketch plan from the Western Weber Planning Commission, the applicant then submitted for preliminary approval based on the sketch plan design. The proposed subdivision included 5 phases and requested a 50% bonus density to create a total of 156 lots and a total of 55.95 acres of agricultural open space. Preliminary approval of this project was originally denied by the Western Weber Planning Commission. Under appeal, the project was heard by the County Commission during their June 16, 2020 meeting and resulted in the granting of preliminary approval by a Commission vote of 2 to 1. The Western Weber Planning Commission then granted final approval of Phase 2 on November 10, 2021.

The proposed final plat for Phase 2 (see **Exhibit A**) is consistent with the approved preliminary plan and consists of 20 lots or 4.36 acres of developed land. This request for final approval also requires the dedication of a proportionate amount of open space (58.25%, per the preliminary/open space plan). Accordingly, the applicant is dedicating 6.08 acres of open space with this Phase 2 plat.

The applicant has also established an escrow account and signed a Subdivision Improvements Guarantee Agreement with the County in the amount of \$502,507.28 to guarantee the necessary infrastructure improvement costs associated with this Phase 2 (see **Exhibit B**)

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. The Western Weber General Plan also supports cluster type development as a means to preserve open space (see page 2-12 of the Western Weber General Plan).

Zoning: The subject property is located in the A-1 Zone, and is a cluster subdivision (LUC 108-3). Single-family dwellings are a permitted use in the A-1 Zone.

The proposal has been reviewed against the adopted zoning, subdivision, and cluster subdivision ordinances to ensure that the regulations and standards have been adhered to. The proposed subdivision, based on the recommended conditions, is in conformance with county code.

Lot area, frontage/width and yard regulations: Cluster subdivisions are listed as a permitted use with the A-1 Zone. A cluster subdivision requires a minimum lot area of 9,000 sq. ft. for a single family dwelling and a minimum lot width of 60 feet in the A-1 zone. The minimum yard set-backs for a single family dwelling are 20 feet on the front and rear, and a side yard of 8 feet (20 feet for a side yard adjacent to a street). The proposed lot sizes within Phase 2 will range from 11,788 to 9,230 sq. ft. and lot widths ranging from 71 to 75 feet.

Open Space: The proposal includes the dedication of 6.08 acres of agricultural open space for Phase 2 that will be individually owned and leased for agricultural production or other approved open space purpose.

Bonus Density Criteria Request: The applicant has been granted a 50% density bonus as outlined as part of the preliminary approval and "Open Space Preservation Plan". The bonus density is based on meeting the bonus density requirements outlined in LUC§108-3-8:

Culinary water, secondary water, and sanitary sewage disposal: Taylor West Weber Water has given Feasibility and final approval for the 20 lots in Phase 2. The applicant has also submitted a final approval letter from Hooper Irrigation for secondary water for Phase 2. Lastly, this subdivision has been annexed into Central Weber Sewer District.

Staff Recommendation

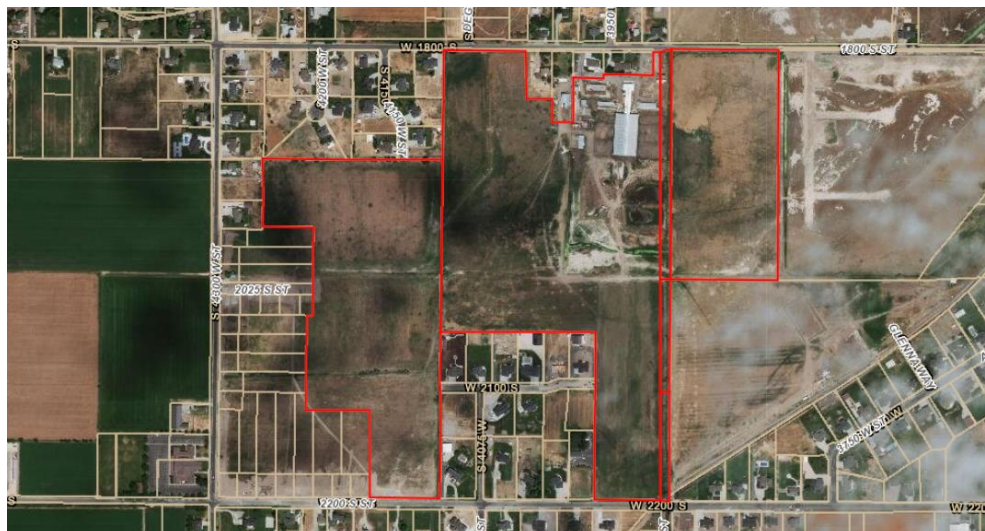
Staff recommends final approval of Taylor Landing Cluster Subdivision Phase 2, consisting of 20 lots, located at approximately 4000 West 2200 South, Ogden. This recommendation is subject to all review agency requirements, and is made with the following findings:

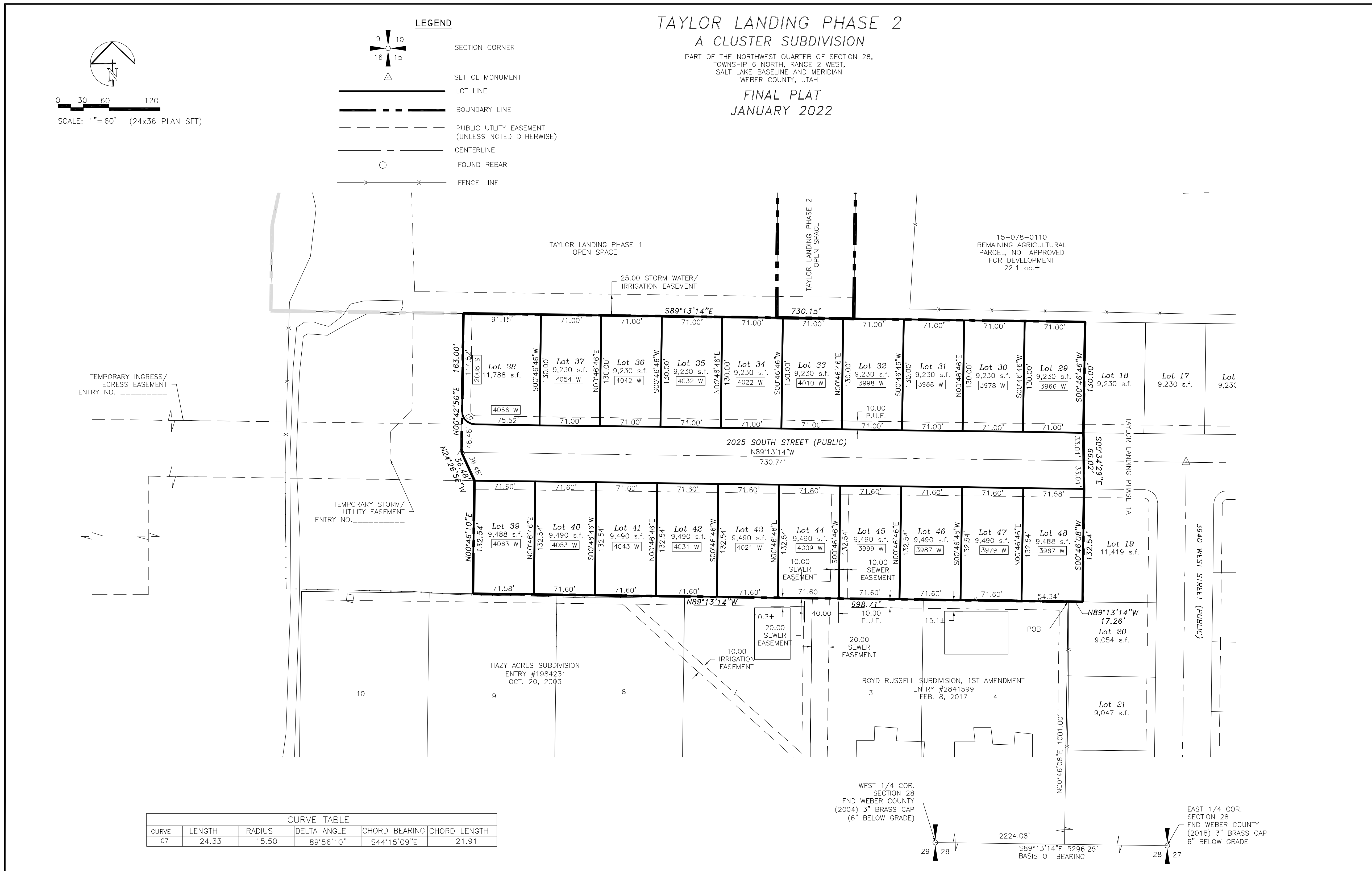
1. This proposed Phase 2 is constant with the project's overall preliminary approval and open space preservation plan.
2. The proposed subdivision conforms to the Western Weber General Plan.
3. The proposed subdivision complies with applicable County ordinances.

Exhibits

- A. Taylor Landing Phase 2 Subdivision Plat
- B. Phase 2 Subdivision Improvement Agreement

Area Map





TAYLOR LANDING PHASE 2
A CLUSTER SUBDIVISION
 PART OF THE NORTHWEST QUARTER OF SECTION 28,
 TOWNSHIP 6 NORTH, RANGE 2 WEST,
 SALT LAKE BASELINE AND MERIDIAN,
 WEBER COUNTY, UTAH
FINAL PLAT
JANUARY 2022

SURVEYOR'S CERTIFICATE

I, Brian G. Lyon, a Registered Land Surveyor, hold Certificate No. 275617, in the State of Utah in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Act; and I have completed a survey of the property described on this plat in accordance with Section 17-23-17 and have verified all measurements, and have placed monuments as represented on this plat, and have hereby subdivided said tract into twenty (20) lots, known hereafter as TAYLOR LANDING PHASE 2, A CLUSTER SUBDIVISION, located in Weber County, Utah and has been correctly drawn to the designated scale and is true and correct representation of the herein described lands included in said subdivision, based upon data compiled from records in the Weber County Recorder's Office and from said survey made by me on the ground.



BOUNDARY DESCRIPTION

Part of the East Half of the Northwest Quarter of Section 28, Township 6 North, Range 2 West of the Salt Lake Base and Meridian described as follows:
 Commencing at the West Quarter Corner of Section 28, Township 6 North, Range 2 West of the Salt Lake Base and Meridian monumented with a Brass Cap; thence S 89°13'14" E 2224.08 feet along the south line of the Northwest Quarter of said Section 28; thence N00°46'08"E 1001.00 feet to the POINT OF BEGINNING and running
 thence N 89°13'14" W 698.71 feet along the north line of Boyd Russell Subdivision, 1st Amendment and Hazy Acres Subdivision; thence N 00°46'10" E 132.54 feet;
 thence N 24°26'56" W 36.48 feet;
 thence N 00°42'56" E 163.00 feet;
 thence S 89°13'14" E 730.15 feet to the boundary line of Taylor Landing Phase 1A;
 thence along said boundary the next four courses:
 1) thence S 00°46'46" W 130.00 feet;
 2) thence S 00°34'29" E 66.02 feet;
 3) thence S 00°46'08" W 132.54 feet;
 4) thence N 89°13'14" W 17.26 feet to the point of beginning, containing 5.46 acres, more or less.

OWNER'S DEDICATION

Know all by these presents that we the undersigned owners of the above-described tract of land, having caused the same to be subdivided into lots and streets to hereafter be known as TAYLOR LANDING, PHASE 2
 Do hereby dedicate to public use all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfares.
 Grant and dedicate a perpetual right and easement over, upon and under the lands designated hereof as public utility, drainage easements and canal maintenance easement, the same to be used for the installation maintenance and operation of public utility service lines, storm drainage facilities, irrigation canals for the perpetual preservation of water channels in their natural state whichever is applicable as may be authorized by the governing authority, with no buildings or structures being erected within such easements.
 Dedicate and convey to Weber County a perpetual open space easement on, into, and over all parcels and areas denoted as open space parcels or areas to guarantee to the public that those parcels and areas remain open and undeveloped except for approved open space purposes.
 Grant and dedicate a perpetual right and easement over, upon and under the lands designated hereof as sewer easements to the Central Weber Sewer Improvement District.
 In witness whereof, we have hereunto set our hands this _____ day of _____, 2022.

Doug Nosler, Manager
 3900 WEST/TAYLOR PARTNER, LLC

LIMITED LIABILITY ACKNOWLEDGEMENT

STATE OF UTAH }
 COUNTY OF _____ } ss
 On this ____ day of _____ A.D. 2022, personally appeared before me, Doug Nosler who being by me duly sworn did say, for himself that he is the Manager of 3900 WEST/TAYLOR PARTNER, LLC, a Utah Limited Liability Company, and that the within and foregoing instrument was signed on behalf of said Limited Liability Companies.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC RESIDING AT _____

COUNTY RECORDER

State of Utah, County of Weber, recorded and filed at the request of _____
 Date _____ Time _____ Fee _____
 Entry _____

 Index _____
 Filed in: File of plats _____ County Recorder _____

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 _____, 2022.

 County Attorney

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 execute this plat from the responsibilities and/or liabilities associated therewith.
 Signed this ____ day of _____, 2022.

 Weber County Surveyor

WEBER COUNTY PLANNING COMMISSION APPROVAL
 This is to certify that this subdivision plat was duly approved by the Weber County Planning Commission on the ____ day of _____, 2022.

 Chairman, Weber County Planning Commission

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 _____, 2022.

 Weber County Surveyor

WEBER COUNTY PLANNING 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 this ____ day of _____, 2022.

 Chairman, Weber County Commission
 Attest: _____
 Title: _____

SURVEYOR'S NOTES NARRATIVE
 1. The purpose of this survey was to subdivide part of parcel 15-078-0110 into 20 lots. The survey was requested by Jay Stocking of Sierra Homes.
 2. The basis of bearing is S 89°13'14" E between the West Quarter Corner and East Quarter Corner of Section 28, Township 6 North, Range 2 West, Salt Lake Base and Meridian.
 3. The south line was established along the north line of the Boyd Russell Subdivision, 1st Amendment recorded in the Weber County Recorder's office under Entry 2841599 on February 8, 2017 and the north line of Lazy Acres Subdivision recorded in the Weber County Recorder's Office under Entry 1984231 on October 20, 2003. The east line was established along the west line of Taylor Landing Subdivision, Phase 1A.
 4. The purpose of this survey was to subdivide part of parcel 15-078-0110 into 20 lots. The survey was requested by Jay Stocking of Sierra Homes.
 5. This is a high water table area and no basements are allowed unless approved by Geotechnical Engineer and County. Lowest inhabitable floor shall be minimum of one foot above historical ground water level.

GENERAL NOTES
 1. All Public Utility Easements shown as dashed lines shall be 10.00 foot wide unless otherwise indicated.
 2. 3" rebar to be set at all rear property corners. Curb pins to be set 21" lot line projections along streets.
 3. All development within this subdivision is subject to the requirements of Section 108-16 "Outdoor Lighting" of the Weber County Land Use Code.
 4. Street trees of a species determined by Weber County Policy are required every 50 feet on both sides of the street within the subdivision boundary. In the event infrastructure or a driveway approach makes a tree's placement impossible, that tree shall be located as close to 50-foot spacing as otherwise reasonable possible, provided compliance with the clear view triangle as defined in Section 108-7-7 of Weber County Land Use Code.
 5. This is a high water table area and no basements are allowed unless approved by Geotechnical Engineer and County. Lowest inhabitable floor shall be minimum of one foot above historical ground water level.

ALLIANCE CONSULTING ENGINEERS
 150 EAST 200 NORTH SUITE P
 LOGAN, UTAH 84321
 (435)755-5121
 allianceegan@yahoo.com

ACE ENGINEERS
 470 North 2450 West
 Tremonton, Utah 84337

DESIGNER: Land Development
 470 North 2450 West
 Tremonton, Utah 84337

No.	REVISIONS / SUBMISSIONS	DATE

DRAWN: _____ PROJECT NO.: _____
 REVIEWED: _____
 CAD FILE: _____

TAYLOR LANDING PHASE 2
A CLUSTER SUBDIVISION
 PART OF THE NORTH HALF OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASELINE AND MERIDIAN, WEBER COUNTY, UTAH
FINAL PLAT

DATE: JAN, 2022
 DRAWING No. 1
 1 of 2

**TAYLOR LANDING PHASE 2
A CLUSTER SUBDIVISION**

PART OF THE NORTHWEST QUARTER OF SECTION 28,
TOWNSHIP 6 NORTH, RANGE 2 WEST,
SALT LAKE BASELINE AND MERIDIAN
WEBER COUNTY, UTAH

FINAL PLAT

OPEN SPACE PHASE 2 BOUNDARY DESCRIPTION

Part of the East Half of the Northwest Quarter of Section 28,
Township 6 North, Range 2 West of the Salt Lake Base and
Meridian described as follows:

Commencing at the West Quarter Corner of Section 28, Township 6 North, Range 2 West of the Salt Lake Base and Meridian monumented with a Brass Cap; thence S 89°13'14" E 2224.08 feet along the south line of the Northwest Quarter of said Section 28; thence N00°46'08"E 1001.00 feet; thence S 89°13'14" E 17.26 feet; thence N 00°46'08" E 132.54 feet; thence N 00°34'29" W 66.02 feet; thence N 00°46'46" E 130.00 feet; N89°13'14"W 271.71 feet to the POINT OF BEGINNING and running

thence N 89°13'14" W 90.33 feet;
thence N 00°20'03" W 559.74 feet;
thence N 89°32'33" W 236.27 feet;
thence N 00°52'02" E 768.77 feet to the north line of the Northwest Quarter of said Section 28;
thence S 89°07'58" E 187.81 feet along said north line;
thence S 00°52'02" W 290.33 feet;
thence S 89°07'58" E 144.00 feet;
thence S 00°52'02" W 1,036.32 feet to the point of beginning, containing 6.08 acres, more or less.

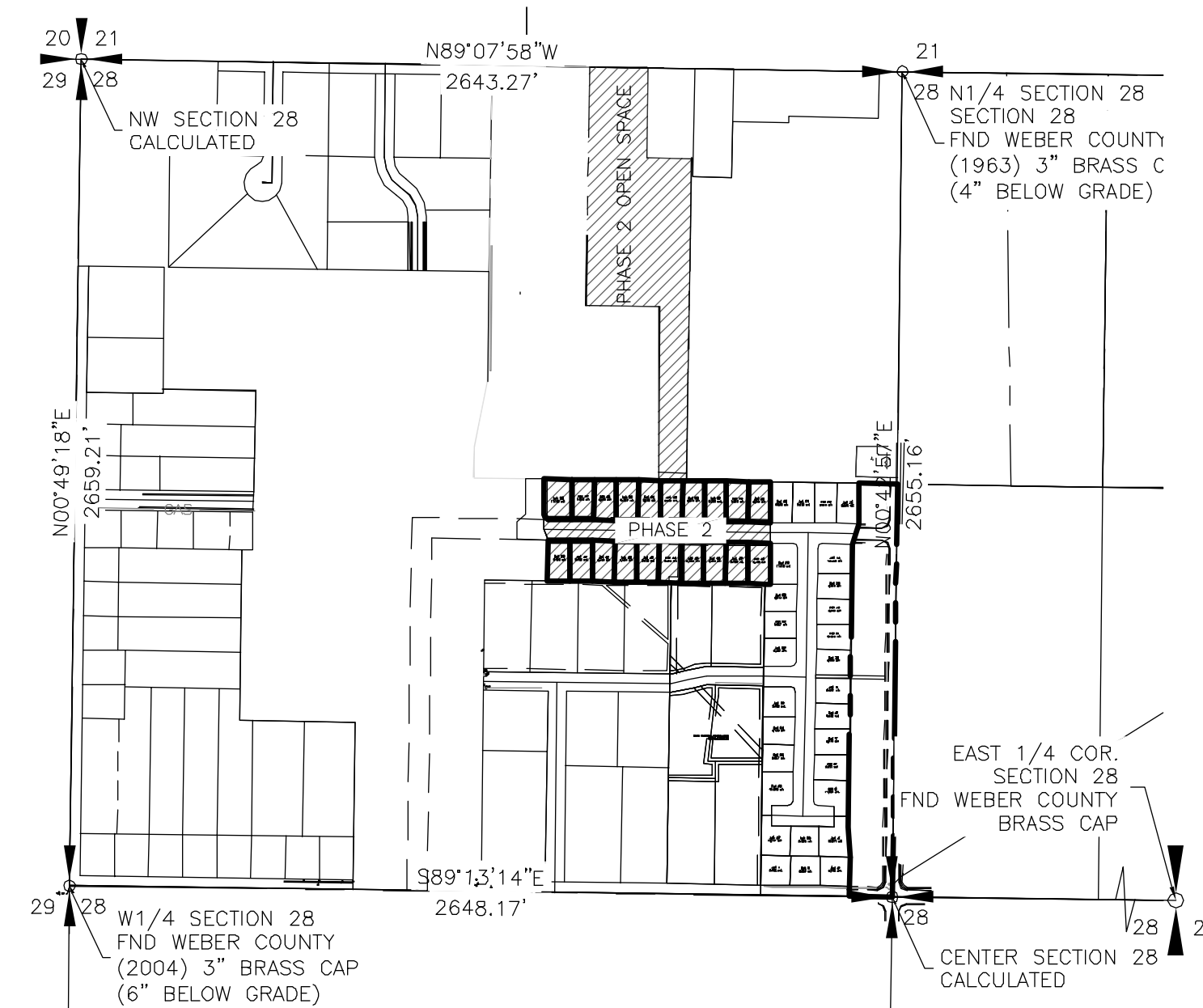
NOTES:

TAYLOR LANDING OVERALL SUBDIVISION
TOTAL AREA: 109.63 ACRES
PUBLIC R-O-W: 13.55 ACRES
NET DEVELOPABLE GROUND: 96.08 ACRES
NET OPEN SPACE: 55.97 ACRES (58.25%)

PHASE 2
TOTAL AREA: 5.46 ACRES
PUBLIC R-O-W: 1.1 ACRES
NET DEVELOPABLE GROUND: 4.36 ACRES
NET OPEN SPACE: 6.08 ACRES (58.25%)

**ALLIANCE CONSULTING
ENGINEERS**
150 EAST 200 NORTH SUITE P
LOGAN, UTAH 84321
(435)755-5121
alliancelogan@yahoo.com

Developer:
Heritage Land Development
470 North 2450 West
Tremonton, Utah 84337



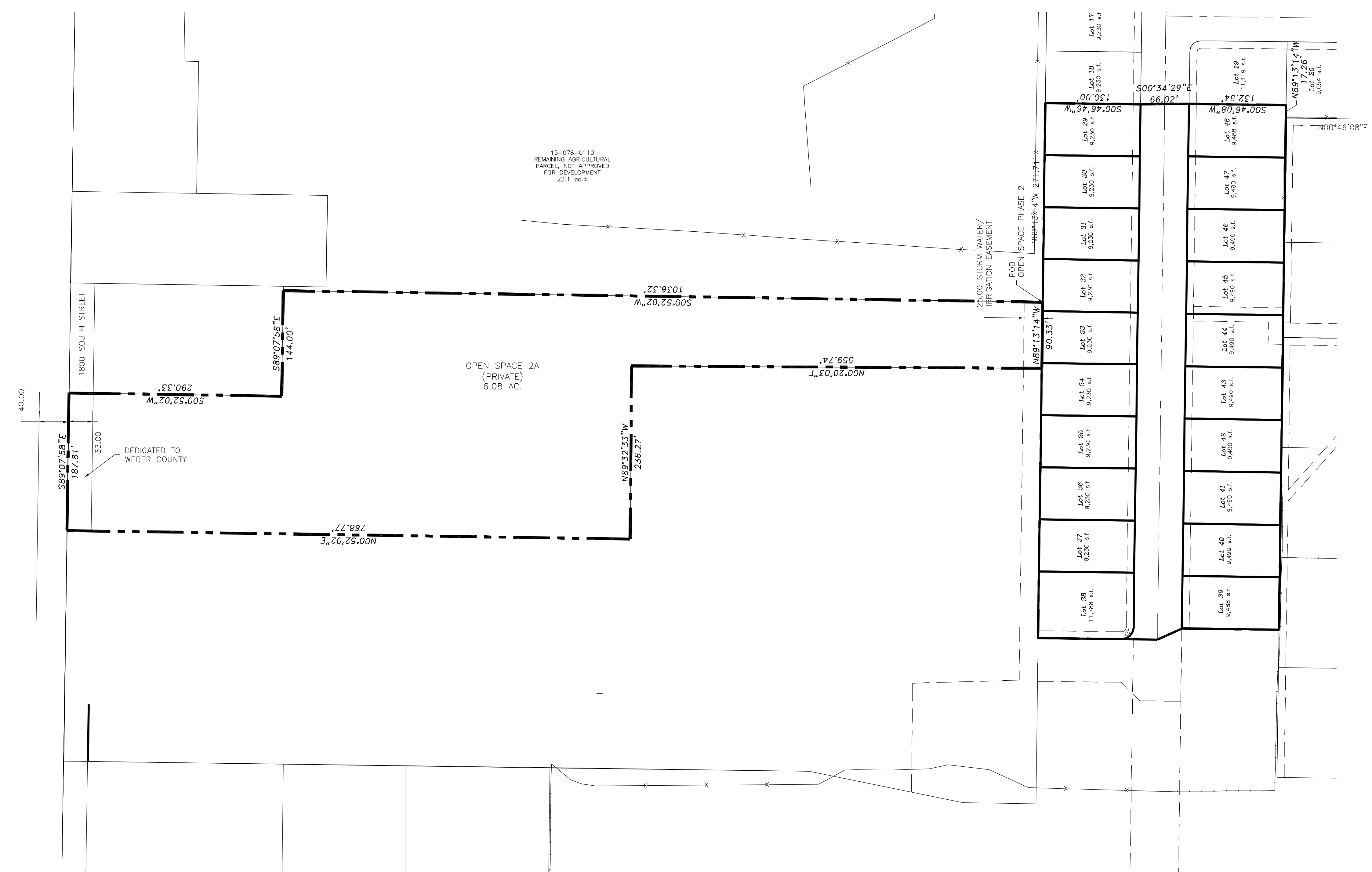
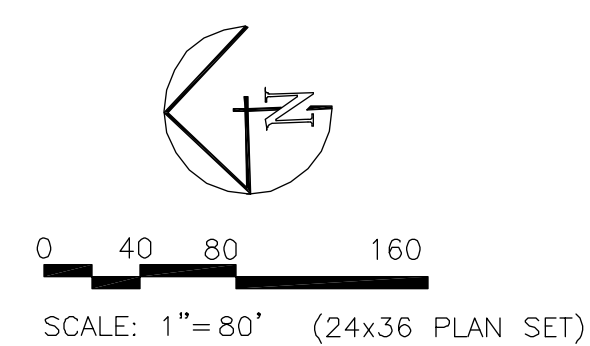
SECTION CONTROL MAP
SCALE: 1"=500'

COUNTY RECORDER
State of Utah, County of Weber, recorded and filed at the request of _____
Date _____ Time _____ Fee _____
Entry _____

Index _____
Filed in: File of plots _____ County Recorder _____

PROJECT FILE # _____
**TAYLOR LANDING PHASE 2
A CLUSTER SUBDIVISION**
PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASELINE AND MERIDIAN WEBER COUNTY, UTAH
DRAWING TITLE
FINAL PLAT

DATE: JAN, 2022
DRAWING No. **2**
2 of 2



No.	REVISIONS / SUBMISSIONS	DATE

REVIEWED: _____
DRAWN: _____
PROJECT NO.: _____
CAD FILE: _____

**WEBER COUNTY
SUBDIVISION 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: Taylor Landing Cluster Subdivision Phase 2
(description or name of Project)

located at: 4000 W 2200 S, 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 18 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: 402T220013,

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 \$502,507.28 (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

Exhibit A: County Engineer-Approved Cost Estimate

RE: Taylor Landing Ph2 Sierra Homes		Escrow	Completed	Remaining	
Site					
1 Mobilization	1 EA \$	22,000.00	\$ 22,000.00	\$ 22,000.00	\$ -
Barrow to Backfill Curb	543.56 CY \$	7.70	\$ 4,185.41		\$ 4,185.41
Sweeping	12 EA \$	165.00	\$ 1,980.00		\$ 1,980.00
Site Cut	6322.8 CY \$	4.23	\$ 26,745.44	\$ 26,745.44	\$ 0.00
Site Fill	5830.8 CY \$	4.95	\$ 28,862.46	\$ -	\$ 28,862.46
Grub to Stockpile	2155.2 CY \$	5.11	\$ 11,013.07	\$ 11,013.07	\$ 0.00
Cut to Spoils	492 TN \$	5.77	\$ 2,838.84	\$ 2,838.84	\$ (0.00)
Remove Irrigation Line	765.02 Ft \$	8.80	\$ 6,732.18	\$ 6,732.18	\$ (0.00)
Quality Testing	20 EA \$	522.50	\$ 10,450.00		\$ 10,450.00
Fine Grade ROW	60424.32 SF \$	0.13	\$ 7,855.16		\$ 7,855.16
Import Barrow	864.5 TN \$	19.25	\$ 16,641.63	\$ -	\$ 16,641.63
GC/Toilet/Trailer/Safty	6 EA \$	1,014.20	\$ 6,085.20	\$ 6,085.20	\$ 0.00
Construction Water	375 MG \$	24.20	\$ 9,075.00	\$ 9,075.00	\$ -
Earthwork Modeling/GPS	1 EA \$	3,800.00	\$ 3,800.00	\$ 3,800.00	\$ -
Tracking Pad	874.97 SF \$	3.30	\$ 2,887.40	\$ 2,887.40	\$ 0.00
Inlet Protection	15 EA \$	192.50	\$ 2,887.50		\$ 2,887.50
Siltfence/Berm	1470.08 SF \$	3.03	\$ 4,454.34	\$ 4,454.34	\$ 0.00
Scarify/Subgrade Prep	103939.4 SF \$	0.11	\$ 11,433.33	\$ 11,433.33	\$ 0.00
Retention Pond	2641.95 CY \$	3.85	\$ 10,171.51		\$ 10,171.51
6" Gravel Turnaround	5056.13 SF \$	1.10	\$ 5,561.74		\$ 5,561.74
8" Subbase	3442.89 Tn \$	24.75	\$ 85,211.53	\$ -	\$ 85,211.53
Total			\$ 280,871.75	\$ 107,064.80	\$ 173,806.95
Asphalt & Concrete					
Asphalt Sawcut	270.24 FT \$	2.75	\$ 743.16		\$ 743.16
3" Asphalt	27099.22 SF \$	1.61	\$ 43,629.74		\$ 43,629.74
Asphalt Base	40449.58 SF \$	1.11	\$ 44,899.03		\$ 44,899.03
Chip and Seal	3011 SY \$	6.75	\$ 20,324.42		\$ 20,324.42
Curb and Gutter	1623.02 LF \$	25.08	\$ 40,705.34		\$ 40,705.34
Sidewalk	6251 SF \$	6.60	\$ 41,256.60		\$ 41,256.60
ADA Ramps	1 EA \$	1,500.00	\$ 1,500.00		\$ 1,500.00
Total			\$ 193,058.29	\$ -	\$ 193,058.29
Culinary Water					
8" C900	739.33 LF \$	45.65	\$ 33,750.41	\$ 33,750.41	\$ 0.00
Services W	893.83 LF \$	33.35	\$ 29,809.23	\$ 29,809.23	\$ 0.00
Washout	2 EA \$	3,043.50	\$ 6,087.00	\$ 6,087.00	\$ -
Fire Hydrant	1 EA \$	5,297.60	\$ 5,297.60	\$ 5,297.60	\$ -
8X8 MJ Tee	2 EA \$	1,072.00	\$ 2,144.00	\$ 2,144.00	\$ -
6" MJGV	1 EA \$	1,908.00	\$ 1,908.00	\$ 1,908.00	\$ -
6" C900	19.37 FT \$	42.90	\$ 830.97	\$ 830.97	\$ 0.00
W Service Tie In	20 EA \$	283.00	\$ 5,660.00	\$ 5,660.00	\$ -
Spoils to Site	536 TN \$	4.23	\$ 2,267.28	\$ 2,267.28	\$ -
W Setter & Box	20 EA \$	475.00	\$ 9,500.00	\$ 9,500.00	\$ -
Valve Collars	1 EA \$	302.50	\$ 302.50	\$ -	\$ 302.50
Cap 8" Water	1 EA \$	715.00	\$ 715.00	\$ 715.00	\$ -
Bedding	1104.89 TN \$	12.65	\$ 13,976.86	\$ 13,976.86	\$ (0.00)
Water Tie In	17 EA \$	303.60	\$ 5,161.20	\$ 5,161.20	\$ 0.00
Test & Chlorinate	1 EA \$	1,000.00	\$ 1,000.00		\$ 1,000.00
Total			\$ 118,410.06	\$ 117,107.55	\$ 1,302.51

Sanitary Sewer						
10" PVC SDR 35 Sewer Line	739.07 LF	\$ 58.30	\$ 43,087.78	\$ 43,087.78	\$ 0.00	
4" SDR 35	901.72 LF	\$ 36.30	\$ 32,732.44	\$ 32,732.44	\$ (0.00)	
Install 4' MH	2 EA	\$ 5,038.00	\$ 10,076.00	\$ 10,076.00	\$ -	
SS Service Tee	20 EA	\$ 331.10	\$ 6,622.00	\$ 6,622.00	\$ -	
Concrete Collars	2 EA	\$ 402.50	\$ 805.00	\$ -	\$ 805.00	
Bedding	2184.24 TN	\$ 18.15	\$ 39,643.96	\$ 39,643.96	\$ (0.00)	
Spoils to Site	1039 CY	\$ 5.77	\$ 5,995.03	\$ 5,995.03	\$ -	
Tie in Sewer	1 EA	\$ 2,717.00	\$ 2,717.00	\$ 2,717.00	\$ -	
Cap Sewer	1 EA	\$ 440.00	\$ 440.00	\$ 440.00	\$ -	
Video & Test	1 EA	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	
Total			\$ 144,119.20	\$ 141,314.21	\$ 2,804.99	
Storm Drain						
24" RCP SD	0 LF	\$ 61.60	\$ -	\$ -	\$ -	
18" RCP SD	47.41 LF	\$ 55.55	\$ 2,633.63	\$ 2,633.63	\$ (0.00)	
15" RCP SD	503.15 FT	\$ 49.77	\$ 25,041.78	\$ 25,041.78	\$ (0.00)	
12" RCP	72.67 FT	\$ 46.20	\$ 3,357.35	\$ 3,357.35	\$ 0.00	
SD Combo 4X6	4 EA	\$ 6,078.60	\$ 24,314.40	\$ 24,314.40	\$ -	
3X3 SD Bubble up Box	1 EA	\$ 3,539.80	\$ 3,539.80	\$ 3,539.80	\$ -	
2X3 SDCB	1 EA	\$ 3,267.00	\$ 3,267.00	\$ 3,267.00	\$ -	
Bedding	905.16 TN	\$ 18.43	\$ 16,682.10	\$ 16,682.10	\$ (0.00)	
Spoils to Site	214.8 TN	\$ 7.70	\$ 1,653.96	\$ 1,653.96	\$ -	
SDCB	2 EA	\$ 2,266.00	\$ 4,532.00	\$ 4,532.00	\$ -	
Total			\$ 85,022.01	\$ 85,022.02	\$ (0.01)	

Exhibit B

Secondary Water						
8" PVC C900	739.69 LF	\$ 45.65	\$ 33,766.85	\$ 33,766.85	\$	(0.00)
Irrigation Services	469.05 LF	\$ 18.37	\$ 8,616.45	\$ 8,616.45	\$	(0.00)
Bedding	520.8 TN	\$ 12.10	\$ 6,301.68	\$ 6,301.68	\$	(0.00)
Spoils to Site	373.2 CY	\$ 4.23	\$ 1,578.64	\$ 1,578.64	\$	(0.00)
Combo Air Vac Irr	1 EA	\$ 4,463.80	\$ 4,463.80	\$ 4,463.80	\$	-
Irr. Double Service	10 EA	\$ 3,058.00	\$ 30,580.00	\$ 30,580.00	\$	-
Irr. Single Service	1 EA	\$ 2,142.80	\$ 2,142.80	\$ 2,142.80	\$	-
W Service Tie In Irr	11 EA	\$ 275.00	\$ 3,025.00	\$ 3,025.00	\$	-
Cap Irrigation Line	1 EA	\$ 770.00	\$ 770.00	\$ 770.00	\$	-
Cap Irrigation	2 EA	\$ 715.00	\$ 1,430.00	\$ 1,430.00	\$	-
Water Tie In Irr	7 EA	\$ 324.50	\$ 2,271.50	\$ 2,271.50	\$	-
Irrigation Meters	20 EA	\$ 566.50	\$ 11,330.00	\$ -	\$	11,330.00
Total			\$ 106,276.71	\$ 94,946.72	\$	11,329.99
Other Site Costs						
Dry Utility Trenching	1059.4 FT	\$ 5.50	\$ 5,826.70		\$	5,826.70
Box/Sweep Allowance	1 EA	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$	-
Misc. Sleeves	2595.76 FT	\$ 7.70	\$ 19,987.35	\$ 19,987.35	\$	0.00
Street Signs	0 EA	\$ 440.00	\$ -		\$	-
Trench Sanding	1534.32 EA	\$ 3.03	\$ 4,648.99		\$	4,648.99
Street Trees	1 LS	\$ 12,442.50	\$ 12,442.50		\$	12,442.50
Total			\$ 45,105.54	\$ 22,187.35	\$	22,918.19
Subtotal			\$ 972,863.57	\$ 567,642.65	\$	405,220.92
10% Contingency			\$ 97,286.36		\$	97,286.36
Total Escrow			\$ 1,070,149.93		\$	502,507.28
			Total Escrow Amount		\$	502,507.28

Exhibit B: County Engineer-Approved Construction Drawings

COUNTY ENGINEER-APPROVED CONSTRUCTION DRAWINGS ARE ON FILE AND AVAILABLE
THROUGH THE WEBER COUNTY ENGINEERING DIVISION

Exhibit C: Reserved for Escrow Certificate or Letter of Credit

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

\$ 502,507.28

which said sum said Escrow Agent is holding in escrow to guarantee the installation and completion, according to Ordinance, of all on and or off-site improvements, as specified in Exhibit "B" on the following described tracts of land in Weber County, Utah to wit:

All of Taylor Landing Cluster Subdivision Phase 2, Weber County, Utah.

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

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

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

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

DATED this _____ day of _____, 20_____

Escrow Agent _____

Signature _____

Title: _____

State of Utah)

ss:

County of Weber)

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

Notary Public

Residing at:

APPROVED AS TO FORM:

Weber County Attorney

Date

APPROVED:

Chairperson, Weber County Commission

Date

ATTEST: