

Staff Report to the Weber County Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: Consideration and action on a request for final approval of three phases of the Reserve at

Crimson Ridge Cluster Subdivision. The three phases include Harbor View Estates Cluster Subdivision, The Reserve at Crimson Ridge Phase 2A Cluster Subdivision, and The Reserve

at Crimson Ridge Phase 2B Cluster Subdivision.

Type of Decision Administrative

Agenda Date: Tuesday, June 14, 2022

Applicant: Steven Fenton File Number: UVR071520

Property Information

Approximate Address: 5235 E Highway 158, Liberty

Project Area: 104.71 acres

Zoning: Forest Valley (FV-3)
Existing Land Use: Vacant grassland
Proposed Land Use: Residential Subdivision

Parcel ID: 20-005-0021

Township, Range, Section: T6N, R1E, Section 3

Adjacent Land Use

North:Residential/GrasslandSouth:ResidentialEast:Pineview ReservoirWest:Forest

Staff Information

Report Presenter: Felix Lleverino

flleverino@co.weber.ut.us

801-399-8767

Report Reviewer: SB

Applicable Ordinances

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

Development History

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

On September 22, 2020, the preliminary plan for phases 2 and 3 was heard and approved by the Ogden Valley Planning Commission.

On February 23rd, 2021, the Ogden Valley Planning Commission forwarded a positive recommendation for final approval of Harbor View Estates.

On May 25th, 2021, the Ogden Valley Planning Commission forwarded a positive recommendation for final approval of The Reserve at Crimson Ridge Phase 2A, 2B and 2C.

A one-year time extension request was approved through the Planning Division on February 17th, 2022.

On June 14th 2022, the County Commission heard a request for final approval of Harbor View Estates Cluster Subdivision, The Reserve at Crimson Ridge Phase 2A Cluster Subdivision, and The Reserve at Crimson Ridge Phase 2B Cluster Subdivision.

Background

The applicant is requesting final approval of three phases of the reserve at Crimson Ridge Subdivision including Harbor View Estates (26.56 acres), and the Reserve at Crimson Ridge Phase2A (37.94 acres), and The Reserve at Crimson Ridge and Phase 2B (40.21) consisting of 24 lots.

The request for final approval includes the acceptance of a Subdivision Improvement Agreement and a letter of credit for the amount of \$1,548,166.55.

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

Analysis

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

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

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

<u>Natural Hazards</u>: This proposal includes three studies that identify geologic hazards and subsurface conditions that exist throughout the development. The following is a list of reports available:

A Geologic Hazard Evaluation by Western Geologic, Dated May 15th 2020

A Geotechnical Investigation by Christensen Geotechnical, Dated May 26th 2020.

A Geotechnical Investigation by AGEC Applied Geotech, Dated September 15, 2020.

<u>Private Street Option</u>: Section 106-2-2.1 (b) (1) contains provisions for a developer to request approval from the land use authority to create private roads. In this circumstance, the planning commission, the planning division, and the County Engineering Department agreed that this road is best suited to be private. to secure a public benefit, the Planning Division included a requirement that there be a public pathway placed within the private right-of-way, the dedication of land under the private street to the County for phases 2A, 2B, and 2C, and a Private Road Within a Public Right-of-Way Area Covenant. The pathway cost is included in the Harbor View Estates and The Reserve at Crimson Ridge subdivision improvement cost estimate.

<u>Sensitive Lands</u>: The sensitive lands map showing stream corridors indicates the presence of an intermittent stream that requires a 50-foot setback from the high water mark. The entire stream corridor is dimensioned on the plat with its associated 50-foot setback.

<u>Culinary Water</u>: To accommodate the culinary and irrigation water needs of Harbor View Estates, The Reserve at Crimson Ridge Phases 2A, 2B, and 2C a new well and pumphouse facilities are completed. The Planning Commission approved a conditional use permit for the water tank and well house on January 26th 2021. The subdivision code contains the minimum requirement of a water service provider, which are as follows:

- 1. "Culinary and secondary water main delivery lines shall be provided to the furthest extent of the subdivision boundary within a public street right-of-way or a public utility easement, and laterals shall be stubbed to each lot."
 - The civil plans and the well plans indicate that water delivery lines are included in the plans.
- 2. "The Infrastructure shall be designed with sufficient capacity for the system service area as determined by the water service provider, or as may otherwise be required by the County Engineer."
 - The well produces a sufficient recharge rate and the newly constructed water storage tank is designed to meet the needs of all phases.
- 3. All culinary and secondary water connections shall be metered.

- When the residential connections are made, that connections will be metered.
- 4. Water lines and fire hydrants shall be operational before building permits are issued for any structures.
 - Weber County Building Department requires proof of water at the time of building permit application. The Weber Fire District requires proof of fire suppression during the time of building permit review.
- 5. If the service provider determines the source is needed to serve the new lots, a new water source shall be provided, with all needed rights or shares, and connected to the service provider's water delivery system in compliance with the provider's requirements and standards.
 - Residential connections to the new water system will meet the requirements and standards of the Phase 2 water system.
- 6. The County Engineer has the discretion to waive or modify any of the foregoing requirements in Subsection (d)(1) of this Section 106-4-2.1 if in conflict with the service provider's requirements.
 - The County Engineer does not require a waiver or modification to the code requirements.
- 7. "The applicant shall submit to the county written approval and acceptance of new culinary and secondary water infrastructure from the culinary water service provider and secondary water service provider before final acceptance of the subdivision's improvements by the County.
 - The applicant has satisfied this requirement.
- 8. "Acceptance of the subdivision's improvements shall not constitute an obligation to the county for the ownership or operation of the water facilities."
 - The developer has been made aware of this statute.

<u>Sanitary System</u>: A community septic system and drain field that serves phase 1 will be enlarged to serve phases 2A, 2B, and 2C and Harbor View Estates. The Utah Department of Environmental Quality has issued a Construction Permit for the expansion of the septic system and drain field.

Water System: The Utah Division of Drinking Water approved the plan for the drilling of the Crimson Ridge Well.

<u>County Review</u> Agencies: The Weber County Engineering Department approves of the final plat, civil drawings, and cost estimates. The Weber Fire District approves of this proposal. The Weber County Surveyor has approved the final plat. The Planning Division is ready to approve this development following approval from the County Commission and the final plat is recorded with its associated subdivision documents.

Staff Recommendation

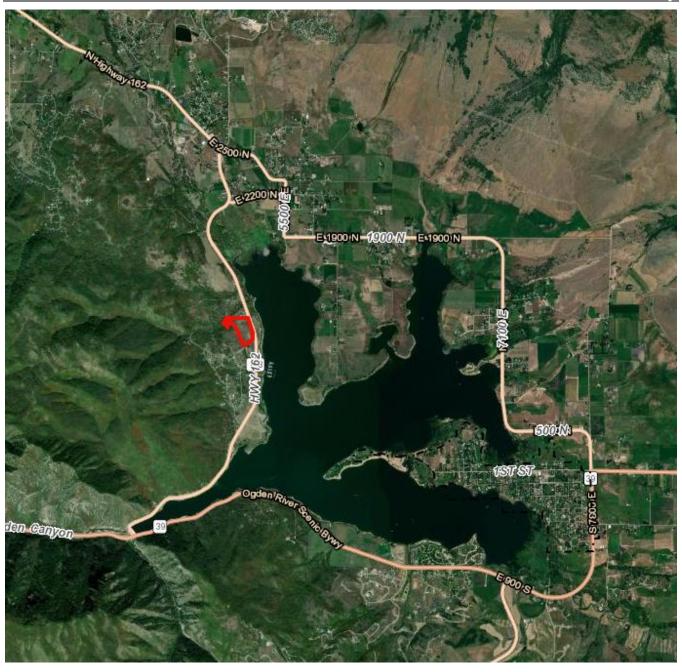
Staff recommends final approval of Harbor View Estates Cluster Subdivision, The Reserve at Crimson Ridge Phase 2A Cluster Subdivision, and The Reserve at Crimson Ridge Phase 2B Cluster Subdivision.

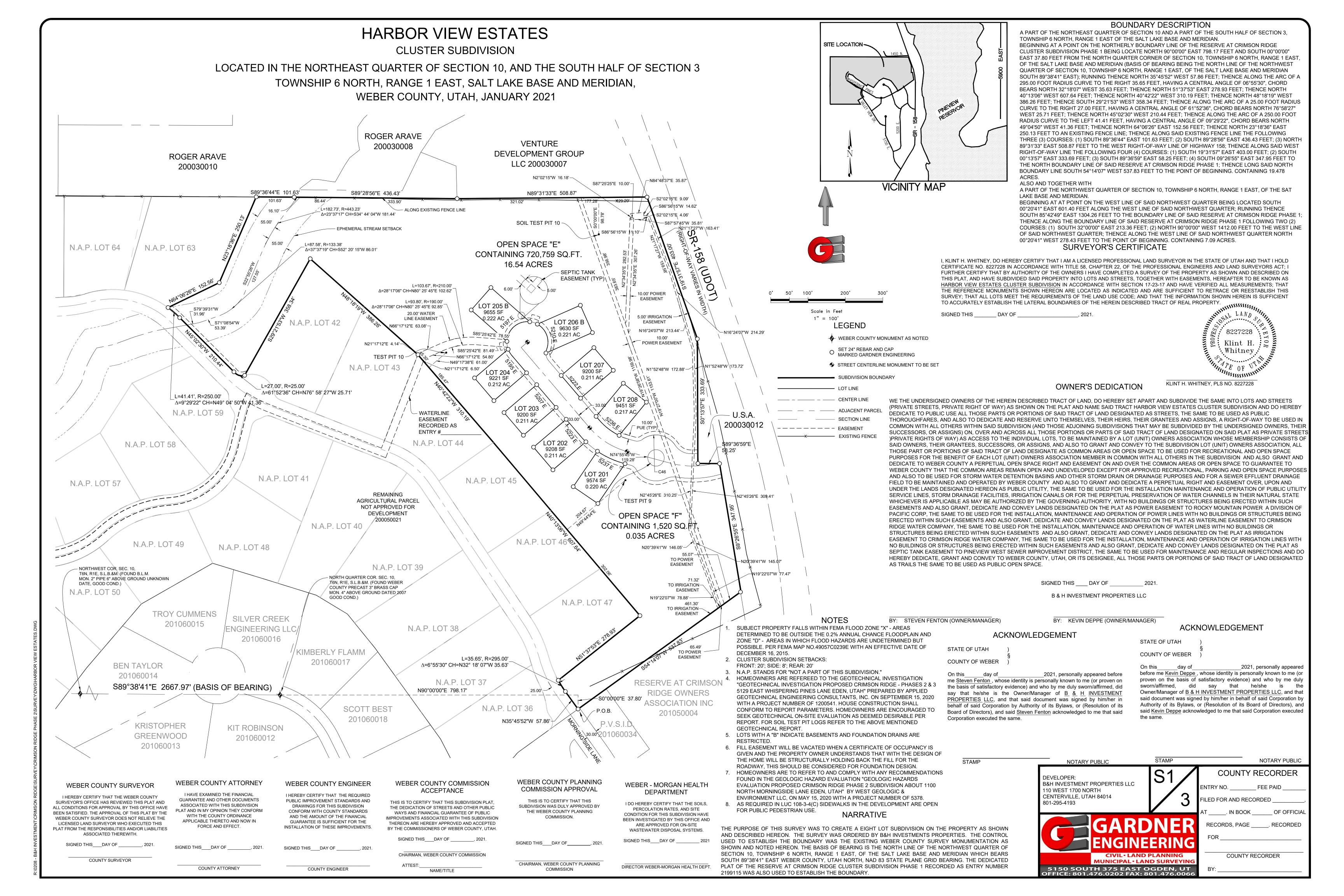
The following findings are the basis for the staff's recommendation:

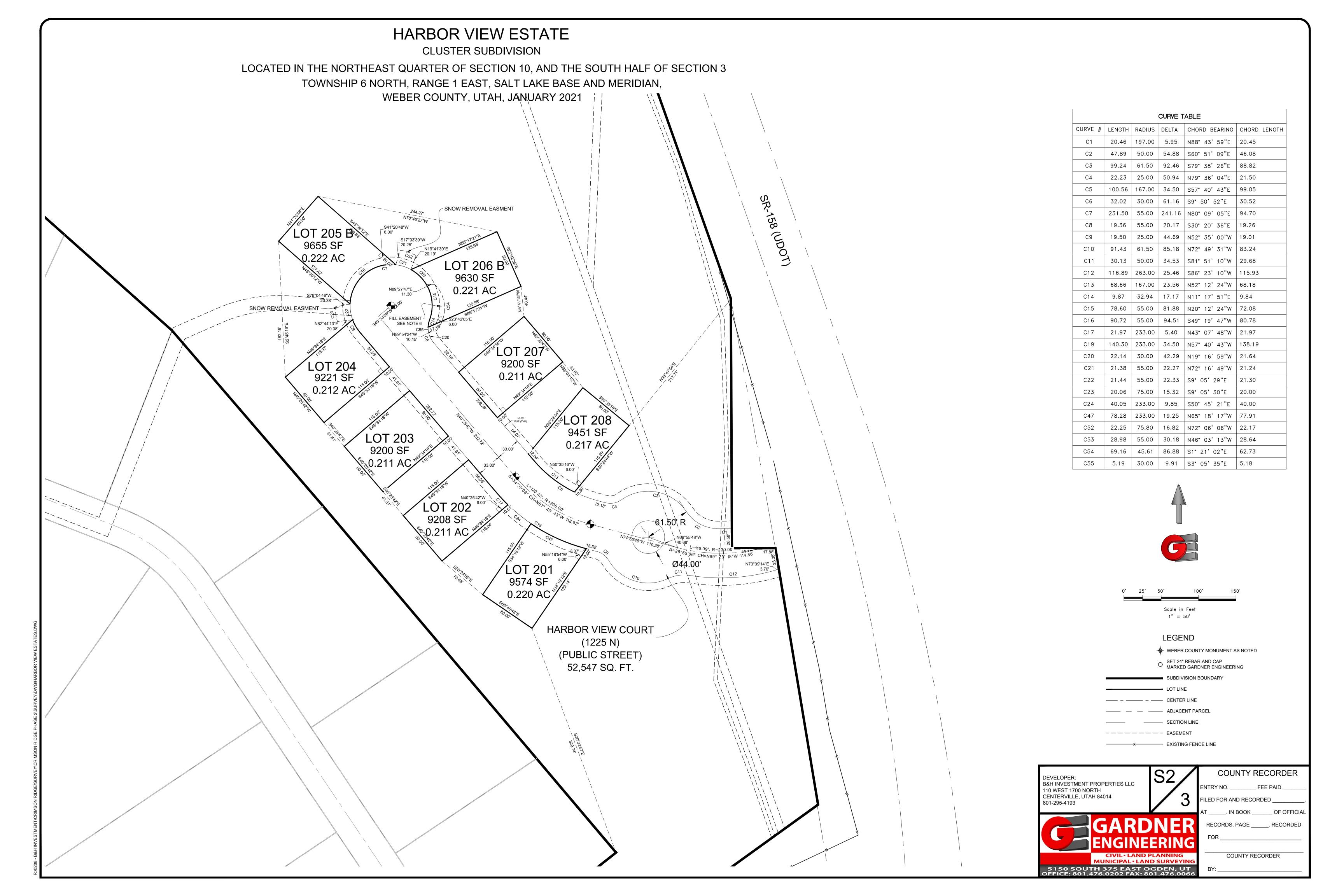
- 1. The proposed subdivision conforms to the Ogden Valley General Plan.
- 2. The proposed subdivision complies with the applicable County codes.

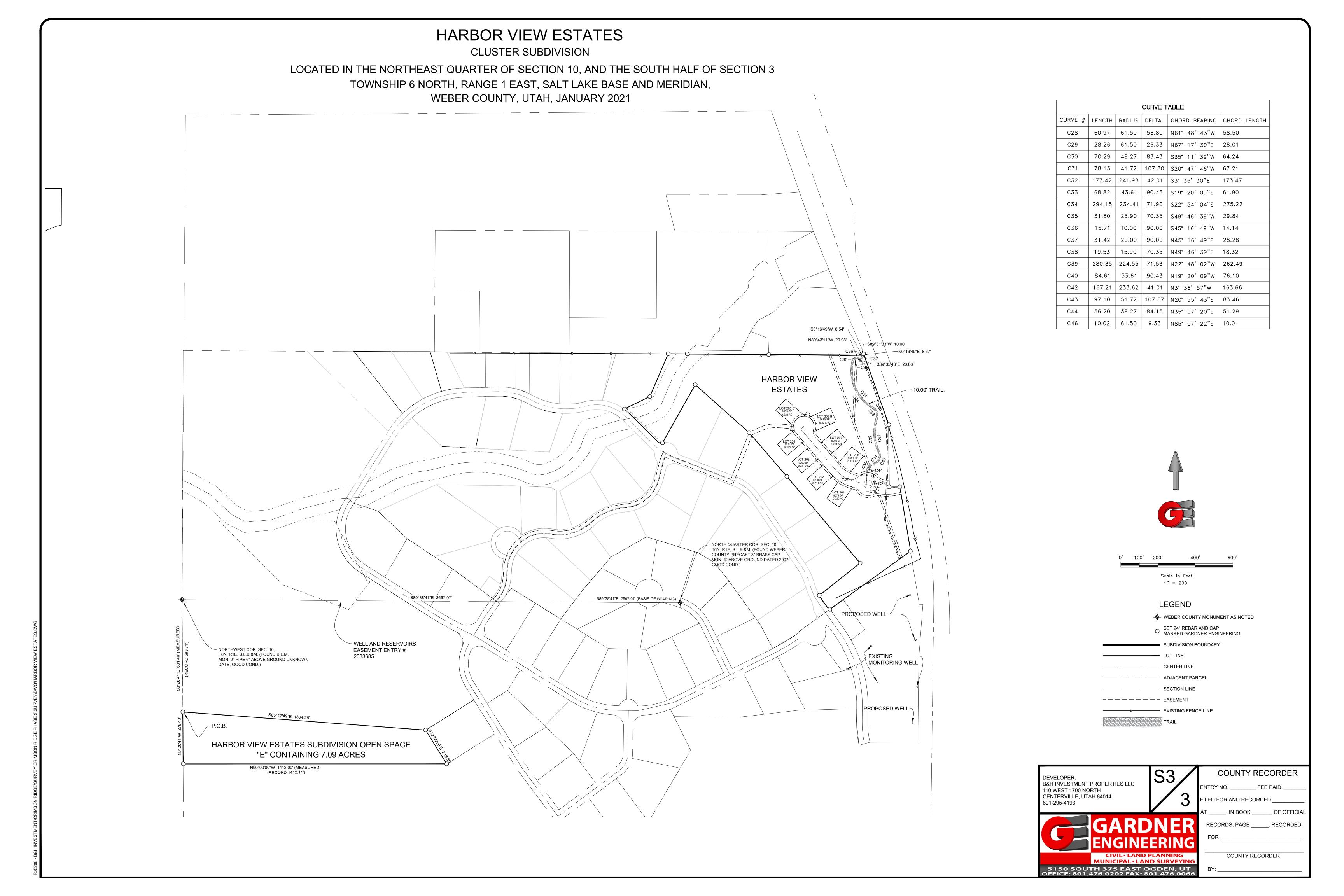
Exhibits

- A. Harbor View Estates
- B. The Reserve at Crimson Ridge Phase 2A
- C. The Reserve at Crimson Ridge Phase 2B
- D. Subdivision Improvement Agreement
- E. Civil Plans







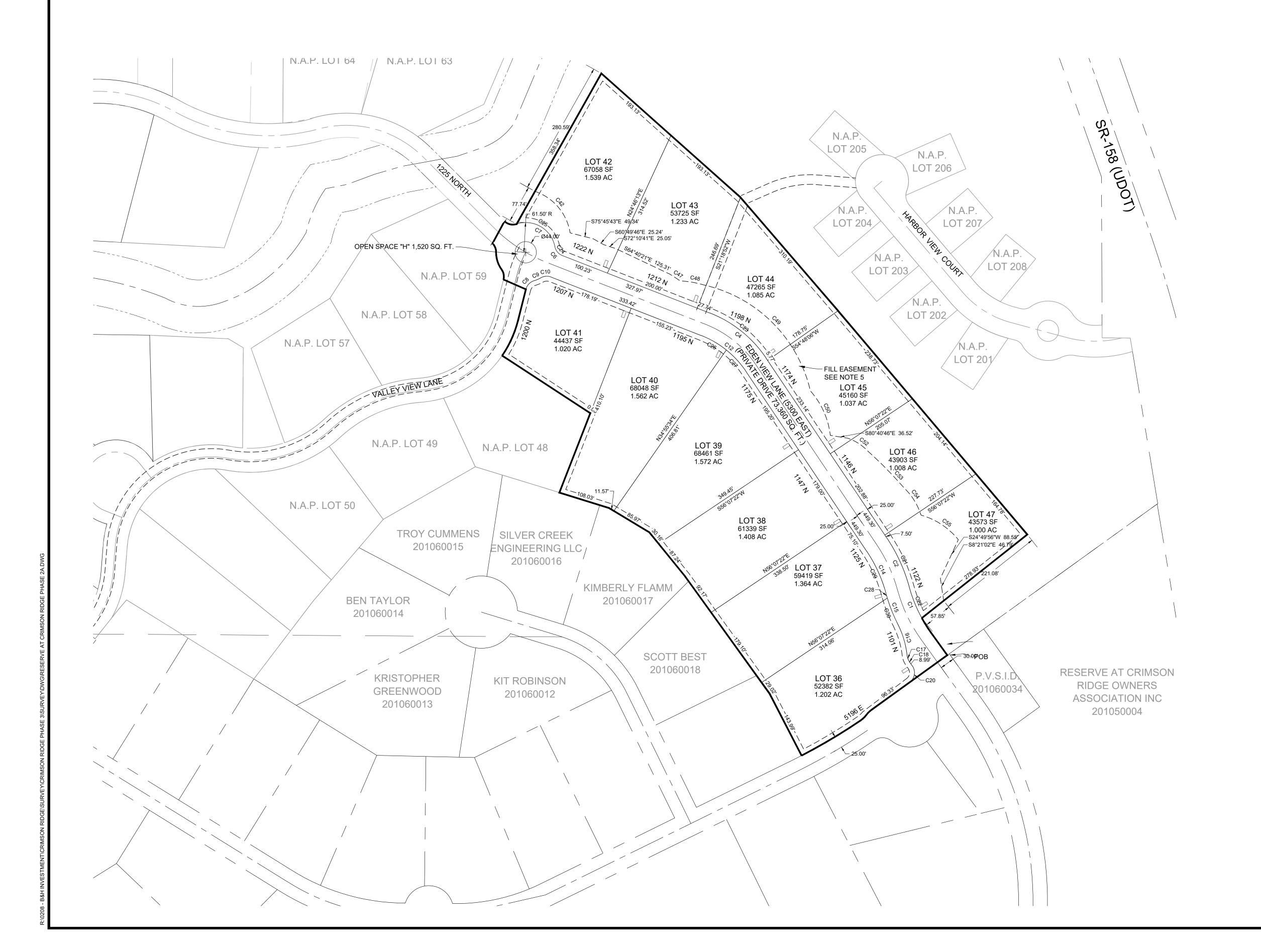


A PART OF THE NORTHEAST QUARTER OF SECTION 10 AND A PART OF THE SOUTH HALF OF SECTION 3 TOWNSHIP 6 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN. THE RESERVE AT CRIMSON RIDGE PHASE 2A SITE LOCATION~ BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE RESERVE AT CRIMSON RIDGE PHAS 1 BEING LOCATE NORTH 90°00'00" EAST 798.17 FEET AND SOUTH 00°00'00" EAST 37.80 FEET FROM THE NORTH QUARTER CORNER OF SECTION 10. TOWNSHIP 6 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND **CLUSTER SUBDIVISION** MERIDIAN (BASIS OF BEARING BEING THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 10 OWNSHIP 6 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN SOUTH 89°38'41" EAST): RUNNING FHENCE ALONG THE NORTHERLY BOUNDARY OF THE RESERVE AT CRIMSON RIDGE PHASE 1 CLUSTER LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, AND THE SOUTH HALF OF SECTION 3 , SUBDIVISION FOLLOWING NINE (9) COURSES: (1) SOUTH 54°14'07" WEST 193.17 FEET; (2) ALONG THE ARC OF 50.00 FOOT RADIUS CURVE TO THE LEFT 15.30 FEET, HAVING A CENTRAL ANGLE OF 17°31'50" WITH A CHORD TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEARING SOUTH 45°28'12" WEST 15.24 FEET; (3) ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT 16.57 FEET, HAVING A CENTRAL ANGLE OF 18°58'58" WITH A CHORD BEARING SOUTH 46°11'38" WEST WEBER COUNTY, UTAH, AUGUST 2021 16.49 FEET; (4) ALONG THE ARC OF A 1163.77 FOOT RADIUS CURVE 142.86 FEET, HAVING A CENTRAL ANGLE OF 7°02'00" WITH A CHORD BEARING SOUTH 59°11'59" WEST 142.77 FEET; (5) NORTH 27°17'01" WEST 143.99 FEET; (6) NORTH 35°45'53" WEST 300.28 FEET: (7) NORTH 39°04'50" WEST 117.40 FEET: (8) NORTH 58°50'03" WEST 97.5 **VENTURE** FEET; (9) NORTH 72°44'01" WEST 108.03 FEET; THENCE NORTH 21°17'12" EAST 176.61 FEET; THENCE NORTH **ROGER ARAVE ROGER ARAVE** 56°49'52" WEST 218.32 FEET; THENCE ALONG THE ARC OF A 225.02 FOOT RADIUS CURVE TO THE LEFT 79.98 **DEVELOPMENT GROUP** 200030008 FEET, HAVING A CENTRAL ANGLE OF 20°21'55" WITH A CHORD BEARING NORTH 24°20'56" EAST 79.56 FEET: 200030010 LLC 200030007 THENCE NORTH 14°09'57" EAST 66.99 FEET; THENCE NORTH 66°18'53" WEST 50.70 FEET; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT 21.71 FEET, HAVING A CENTRAL ANGLE OF 49°45'08" WITH A CHORD BEARING NORTH 10°42'37" WEST 21.03 FEET; THENCE ALONG THE ARC OF A 61.50 FOOT RADIUS CURVE TO THE RIGHT 38.77 FEET, HAVING A CENTRAL ANGLE OF 36°06'55" WITH A CHORD BEARING NORTH 17°31'43" WEST 38.13 FEET; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT 19.36 FEET, HAVING A CENTRAL ANGLE OF 45°34'11" WITH A CHORD BEARING NORTH 22°15'22" WEST 19.36 FEET; THENCE NORTH 28°29'32" EAST 52.14 FEET TO THE SOUTHERLY BOUNDARY OF HARBOR VIEW ESTATES CLUSTER SUBDIVISION VICINITY MAP THENCE ALONG SAID SOUTHERLY BOUNDARY FOLLOWING EIGHT (8) COURSES: (1) ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT 27.00 FEET, HAVING A CENTRAL ANGLE OF 61°52'36" WITH A CHORD BEARING SOUTH 76°58'27" EAST 25.71 FEET; (2) NORTH 29°21'53" EAST 358.34 FEET; (3) SOUTH 48°18'19" EAST 386.26 FEET; (4) SOUTH 40°42'22" EAST 310.19 FEET; (5) SOUTH 40°13'06" EAST 607.64 FEET; (6) SOUTH 51°37'53" N.A.P. LOT 64 N.A.P. LOT 63 WEST 278.93 FEET: (7) ALONG THE ARC OF A 295.00 FOOT RADIUS CURVE TO THE RIGHT 35.65 FEET. HAVING A CENTRAL ANGLE OF 6°55'30" WITH A CHORD BEARING SOUTH 32°18'07" EAST 35.63 FEET; (8) SOUTH 35°45'52" - EPHEMERAL STREAM SETBACK EAST 57.86 FEET TO THE POINT OF BEGINNING. CONTAINING 16.750 ACRES Scale in Feet CONTAINING ALSO AND TOGETHER WITH 1" = 100' A PART OF THE NORTHWEST QUARTER OF SECTION 10 AND A PART OF THE SOUTHWEST QUARTER OF LEGEND SECTION 3. TOWNSHIP 6 NORTH, RANGE 1 EAST, OF THE SAT LAKE BASE AND MERIDIAN ____ - ____ - ___ CENTER LINE ◆ WEBER COUNTY MONUMENT AS NOTED BEGINNING AT POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER BEING LOCATED SOUTH 00°20'41 ADJACENT PARCEL EAST 221.38 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER FROM THE NORTHWEST CORNER SET 24" REBAR AND CAP MARKED GARDNER ENGINEERING WATERLINE SECTION LINE **EASEMENT** RESERVE AT CRIMSON RIDGE PHASE 1; THENCE ALONG THE BOUNDARY LINE OF SAID RESERVE AT CRIMSON LOT 205 **RECORDED AS** RIDGE PHASE 1 FOLLOWING EIGHT (8) COURSES: (1) SOUTH 57°30'19" EAST 424.54 FEET; (2) ALONG THE ARC STREET CENTERLINE MONUMENT TO BE SE N.A.P. ENTRY# OF A 1991.16 FOOT RADIUS CURVE TO THE RIGHT 191.25 FEET, HAVING A CENTRAL ANGLE OF 5°30'12" WITH A LOT 206 $_{ ext{-}}$ CHORD BEARING SOUTH 60°15'25" EAST 191.18 FEET; (3) ALONG THE ARC OF A 49.99 FOOT RADIUS CURVE TO 67058 SF 1.539 AC 40.24 FEET; (4) ALONG THE ARC OF A 61.48 FOOT RADIUS CURVE TO THE RIGHT 3.52 FEET, HAVING A CENTRA -S59°44'57"E 83.59' L=119.75', R=320.00' L=27.00', R=25.00 BEARING SOUTH 2°16'16" WEST 36.00 FEET; (6) ALONG THE ARC OF A 236.65 FOOT RADIUS CURVE TO THE LEF _ Δ=21°26'31" CH=S57° 59' 32"E/119.06' N.A.P. Δ=61°52'36" CH=S76° 58' 27"E 25.71 53725 SF SUBJECT PROPERTY FALLS WITHIN FEMA FLOOD ZONE "X" - AREAS 228.70 FEET, HAVING A CENTRAL ANGLE OF 55°22'10" WITH A CHORD BEARING SOUTH 4°18'54" EAST 219.90 1.233 AC _{10.00'} LOT 207 DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AND - TEST PIT 4 N28°29'32"E 52.14' ZONE "D" - AREAS IN WHICH FLOOD HAZARDS ARE UNDETERMINED BUT WEST 1304.26 TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE ALONG THE WEST LINE OF SAID PUE (TYP) POSSIBLE. PER FEMA MAP NO.49057C0239E WITH AN EFFECTIVE DATE OF L=21.71', R=25.00/ NORTHWEST QUARTER NORTH 00°20'41" WEST 380.03 FEET TO THE POINT OF BEGINNING. CONTAINING 21.19 L=19.88', R=25.00' Δ=49°45'08" CH=N10° 42' 37"W 21.03' DECEMBER 16, 2015. ACRES. SURVEYOR'S CERTIFICATE Λ=45°34'11" CH=N22° 15' 22"W 19.36' **CLUSTER SUBDIVISION SETBACKS:** N.A.P. L=48.65', R=200.00' FRONT: 20'; SIDE: 8'; REAR: 20', MINIMUM SETBACKS SHALL BE MEASURED FROM ∠N65°13'47"₩ Z.74' Δ=13°56'10" CH=S21° 08' 03"W 48.53' I, KLINT H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE THE BOUNDARY OF THE COUNTY-OWNED STREET PARCEL. OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE N.A.P. LOT 59 N.A.P. STANDS FOR "NOT A PART OF THIS SUBDIVISION." PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT: I FURTHER CERTIFY THAT BY AUTHORITY OF THE L=38.77', R=61.50' 47265 SF HOMEOWNERS ARE REFEREED TO THE GEOTECHNICAL INVESTIGATION Δ=36°06'55" CH=N17° 31' 43"W 38.13' 25.35/ OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY AS SHOWN AND DESCRIBED ON THIS PLAT. AND HAVE (SEE NOTE 7) 1.085 AC "GEOTECHNICAL INVESTIGATION PROPOSED CRIMSON RIDGE - PHASES 2 & 3 SUBDIVIDED SAID PROPERTY INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN −N14°09'57"E 66.99' N.A.P. 5129 EAST WHISPERING PINES LANE EDEN. UTAH" PREPARED BY APPLIED AS THE RESERVE AT CRIMSON RIDGE PHASE 2A CLUSTER SUBDIVISION IN ACCORDANCE WITH SECTION 17-23-17 GEOTECHNICAL ENGINEERING CONSULTANTS, INC. ON SEPTEMBER 15, 2020 N.A.P. LOT 58 L=136.80', R=225.00' AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN HEREON ARE LOCATED WITH A PROJECT NUMBER OF 1200541. HOUSE CONSTRUCTION SHALL _Δ=34°50'10" CH=S51° 17' 43"E 134.70 AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY; THAT ALL LOTS MEET THE S68°42'48"E 6.93' CONFORM TO REPORT PARAMETERS. HOMEOWNERS ARE ENCOURAGED TO REQUIREMENTS OF THE LAND USE CODE; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO 10.00' SEEK GEOTECHNICAL ON-SITE EVALUATION AS DEEMED DESIRABLE PER ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY N.A.P. LOT 57 44437 SF PUE (TYP) REPORT. FOR SOIL TEST PIT LOGS REFER TO THE ABOVE MENTIONED L=79.98', R=225.02' /N.A.P. 1.020 AC GEOTECHNICAL REPORT. Δ=20°21'55" CH=N24° 20' 56" £ 79.56' DAY OF N35°11'54"W 6.84' REMAINING 5. FILL EASEMENT WILL BE VACATED WHEN A CERTIFICATE OF OCCUPANCY IS S55°04'26"E 6.1 AGRICULTURAL PARCEL GIVEN AND THE PROPERTY OWNER UNDERSTANDS THAT WITH THE DESIGN OF NOT APPROVED FOR THE HOME WILL BE STRUCTURALLY HOLDING BACK THE FILL FOR THE DEVELOPMENT ROADWAY, THIS SHOULD BE CONSIDERED FOR FOUNDATION DESIGN LOT 45 68048 SF 200050021 HOMEOWNERS ARE TO REFER TO AND COMPLY WITH ANY RECOMMENDATIONS 45160 SF FOUND IN THE GEOLOGIC HAZARD EVALUATION "GEOLOGIC HAZARDS Whitney 25.00' -1.037 AC EVALUATION PROPOSED CRIMSON RIDGE PHASE 2 SUBDIVISION ABOUT 1100 10.00' PATHWAY NORTH MORNINGSIDE LANE EDEN, UTAH" BY WEST GEOLOGIC & (SEE NOTE 7) ENVIRONMENT LLC, ON MAY 15, 2020 WITH A PROJECT NUMBER OF 5378. KLINT H. WHITNEY, PLS NO. 8227228 14.00' / AS REQUIRED IN LUC 108-3-4(C) SIDEWALKS IN THE DEVELOPMENT ARE OPEN OWNER'S DEDICATION FOR PUBLIC PEDESTRIAN USE. N.A.P. LOT 49 N.A.P. LOT 48 8. USE OF A STREET LABELED AS "PRIVATELY OPERATED AND MAINTAINED 68461 SF S33°52'38"E 17.04' \<u>_</u>9.98' WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND _____ STREET" IS RESERVED FOR THE EXCLUSIVE AND PRIVATE USE OF ADJOINING 1.572 AC 43903 SF EASEMENT (TYP) SUBDIVIDE THE SAME INTO LOTS AND STREETS (PRIVATE STREETS, PRIVATE RIGHT OF WAY) AS SHOWN ON LOT OWNERS UNTIL AND UNLESS THE GOVERNING BODY ASSUMES PUBLIC \.1.008 AC THE PLAT AND NAME SAID TRACT THE RESERVE AT CRIMSON RIDGE PHASE 2A CLUSTER SUBDIVISION AND DO RESPONSIBILITY FOE THE STREET. PRIVATELY OPERATED HEREBY DEDICATE TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS AND MAINTAINED STREET STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES, AND ALSO TO DEDICATE AND RESERVE UNTO (SEE NOTE 8.) THEMSELVES. THEIR HEIRS. THEIR GRANTEES AND ASSIGNS. A RIGHT-OF-WAY TO BE USED IN COMMON WITH N.A.P. LOT 50 ALL OTHERS WITHIN SAID SUBDIVISION (AND THOSE ADJOINING SUBDIVISIONS THAT MAY BE SUBDIVIDED BY **ACKNOWLEDGEMENT LOT 47** THE UNDERSIGNED OWNERS, THEIR SUCCESSORS, OR ASSIGNS) ON, OVER AND ACROSS ALL THOSE PORTIONS OR PARTS OF SAID TRACT OF LAND DESIGNATED ON SAID PLAT AS PRIVATE STREETS)PRIVATE S33°52'38"E 6.96\ N58°50/03"W 97.54 61339 SF S33°52'38"E 7. 1.000 AC RIGHTS OF WAY) AS ACCESS TO THE INDIVIDUAL LOTS, TO BE MAINTAINED BY A LOT (UNIT) OWNERS TROY CUMMENS STATE OF UTAH SILVER CREEK 1.408 AC -9.98' L=103.83', R=320.00' ASSOCIATION WHOSE MEMBERSHIP CONSISTS OF SAID OWNERS, THEIR GRANTEES, SUCCESSORS, OF ¯ Δ=18°35'24" CH=Ş24° 34' 56"E 103.3 201060015 ENGINEERING LLC ASSIGNS, AND ALSO GRANT, DEDICATE AND CONVEY THE LAND UNDER THE LAND DESIGNATED AS PRIVATE COUNTY OF WEBER - TEST PIT 7 STREETS AND TRAILS TO WEBER COUNTY FOR THE PURPOSE OF FUTURE CONVERSION TO A PUBLIC STREET TEST PIT 8 -N89°42'51"W 2\$7.50' 2021, personally appeared before me Steven AT A TIME THE GOVERNING BODY DETERMINES A PUBLIC STREET IS NECESSARY, AND ALSO TO GRANT AND 201060016 -N50°55'10"E 18.18' -S38°221⁄07"E 1 On this Fenton , whose identity is personally known to me (or proven on the basis of satisfactory CONVEY TO THE SUBDIVISION LOT (UNIT) OWNERS ASSOCIATION, ALL THOSE PART OR PORTIONS OF SAID 59419 SF TRACT OF LAND DESIGNATE AS COMMON AREAS TO BE USED FOR RECREATIONAL AND OPEN SPACE evidence) and who by me duly sworn/affirmed, did say that he/she is the 1.364 AC Owner/Manager of B & H INVESTMENT PROPERTIES LLC, and that said document was PURPOSES FOR THE BENEFIT OF EACH LOT (UNIT) OWNERS ASSOCIATION MEMBER IN COMMON WITH ALL KIMBERLY FLAMM S33°52'38"E 8.14'signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of OTHERS IN THE SUBDIVISION AND ADDITIONALLY DEDICATE AND CONVEY TO WEBER COUNTY A PERPETUAL **BEN TAYLOR** 201060017 its Board of Directors), and said Steven Fenton acknowledged to me that said Corporation OPEN SPACE EASEMENT ON, UNDER AND OVER PARCELS AND AREAS DENOTED AS OPEN SPACE PARCELS OF L=114.37', R=320.00' =35.65', R=295.00' Δ=20°28'39" CH=S25° 31' 33"E 113.76' Δ=6°55'30" CH=S32°18' 07"E 35.63' AREAS TO GUARANTEE TO THE PUBLIC THAT THOSE PARCELS AND AREAS REMAIN OPEN AND UNDEVELOPEI 201060014 IN A MANNER CONSISTENT WITH THE APPROVED OPEN SPACE PLAN, AND ALSO TO GRANT AND DEDICATE A −S35°45'52"E 57.86' PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PUBLIC \$89°38'41"E 2667.97' (BASIS OF BEARING) N90°00'00"E 798.17' UTILITY, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY ∕S0°0Ò'00"E 37.80' SERVICE LINES, STORM DRAINAGE FACILITIES, IRRIGATION CANALS OR THOSE THE PERPETUA PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY B SCOTT BEST AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHII STAMP NOTARY PUBLIC 201060018 SUCH EASEMENTS AND ALSO GRANT, DEDICATE AND CONVEY LANDS DESIGNATED ON THE PLAT AS SEPTION RESERVE AT CRIMSON NORTHWEST COR. SEC. 10, LOT 36 N35°45'53"W 22.2 TANK EASEMENT TO PINEVIEW WEST SEWER IMPROVEMENT DISTRICT, THE SAME TO BE USED FOI ACKNOWLEDGEMENT KRISTOPHER KIT ROBINSON T6N, R1E, S.L.B.&M. (FOUND B.L.M. RIDGE OWNERS MAINTENANCE AND REGULAR INSPECTIONS AND ALSO GRANT DEDICATE AND CONVEY LANDS DESIGNATE 52382 SF 01060034 MØN. 2" PIRE 6" ABOVE GROUND WIKNOWN **GREENWOOD** ON THE PLAT AS FILL EASEMENT TO WEBER COUNTY FOR STRUCTURALLY HOLDING BACK FILL FOR TI 201060012 1.202 AC DATE, GOOD COND.) S54°14'07"W∕√193.1∀' STATE OF UTAH ASSOCIATION INC ROADWAY AND ALSO GRANT, DEDICATE AND CONVEY LAND DESIGNATED ON THE PLAT AS TRAILS AND TO TO 201060013 L=15(30', R=50.00' A LOT (UNIT) OWNERS ASSOCIATION WHOSE MEMBERSHIP CONSISTS OF SAID OWNERS, THEIR GRANTEES 201050004 COUNTY OF WEBER Δ=17°31'50°\CH=\$45° 28' 12"W 15.24' SUCCESSORS, OR ASSIGNS, TO BE MAINTAINED BY SAID LOT (UNIT) OWNERS ASSOCIATION FOR PUBLIC NORTH QUARTER COR, SEC. 10 T6N, R1E, S.L.B.&M. (FOUND WEBER L=16.57', R=\$0.00' NON-MOTORIZED PATHWAY ACCESS 2021, personally appeared before me Kevin COUNTY PRECAST 3" BRASS CAP ¯∆=18°58'58"/CH=S46° 1∖1' 38";W 16√49' MON. 4" ABOVE GROUND DATED 2007 Deppe, whose identity is personally known to me (or proven on the basis of satisfactory SIGNED THIS DAY OF GOOD COND.) evidence) and who by me duly sworn/affirmed, did say that he/she is the **B & H INVESTMENT PROPERTIES LLC** Owner/Manager of B & H INVESTMENT PROPERTIES LLC, and that said document L=142.86', R=1163.77' was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or Δ=7°02'00" CH=S59° 11' 59"W 142.77' (Resolution of its Board of Directors), and said Kevin Deppe acknowledged to me that BY: KEVIN DEPPE (OWNER/MANAGER) BY: STEVEN FENTON (OWNER/MANAGER) said Corporation executed the same. COUNTY RECORDER **B&H INVESTMENT PROPERTIES LLC** WEBER COUNTY COMMISSION WEBER - MORGAN HEALTH WEBER COUNTY ATTORNEY WEBER COUNTY ENGINEER WEBER COUNTY PLANNING WEBER COUNTY SURVEYOR 110 WEST 1700 NORTH **ACCEPTANCE COMMISSION APPROVAL** DEPARTMENT I HEREBY CERTIFY THAT THE REQUIRED CENTERVILLE, UTAH 84014 I HEREBY CERTIFY THAT THE WEBER COUNTY ILED FOR AND RECORDED **GUARANTEE AND OTHER DOCUMENTS** PUBLIC IMPROVEMENT STANDARDS AND SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND THIS IS TO CERTIFY THAT THIS 801-295-4193 THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT I DO HEREBY CERTIFY THAT THE SOILS, **NOTARY PUBLIC** DRAWINGS FOR THIS SUBDIVISION ASSOCIATED WITH THIS SUBDIVISION ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE THE DEDICATION OF STREETS AND OTHER PUBLIC SUBDIVISION WAS DULY APPROVED BY PERCOLATION RATES, AND SITE PLAT AND IN MY OPINION THEY CONFORM CONFORM WITH COUNTY STANDARDS BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE WAYS AND FINANCIAL GUARANTEE OF PUBLIC THE WEBER COUNTY PLANNING CONDITION FOR THIS SUBDIVISION HAVE **NARRATIVE** WITH THE COUNTY ORDINANCE AND THE AMOUNT OF THE FINANCIAL WEBER COUNTY SURVEYOR DOES NOT RELIEVE THE IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION BEEN INVESTIGATED BY THIS OFFICE AND COMMISSION. APPLICABLE THERETO AND NOW IN GUARANTEE IS SUFFICIENT FOR THE LICENSED LAND SURVEYOR WHO EXECUTED THIS THEREON ARE HEREBY APPROVED AND ACCEPTED ARE APPROVED FOR ON-SITE RECORDS, PAGE FORCE AND EFFECT. INSTALLATION OF THESE IMPROVEMENTS. PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES THE PURPOSE OF THIS SURVEY WAS TO CREATE A TWELVE LOT SUBDIVISION ON THE PROPERTY A BY THE COMMISSIONERS OF WEBER COUNTY, UTAH. WASTEWATER DISPOSAL SYSTEMS. ASSOCIATED THEREWITH. SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY B&H INVESTMENTS PROPERTIES. TH SIGNED THIS____DAY OF ______, 2021 SIGNED THIS ___DAY OF _____2021 CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING WEBER COUNTY SURVEY SIGNED THIS____DAY OF ___ SIGNED THIS___DAY OF__ MONUMENTATION AS SHOWN AND NOTED HEREON. THE BASIS OF BEARING IS THE NORTH LINE OF THE SIGNED THIS____DAY OF ___ SIGNED THIS____DAY OF ____ NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND COUNTY RECORDER CHAIRMAN, WEBER COUNTY COMMISSION COUNTY SURVEYOR MUNICIPAL - LAND SURVEYIN MERIDIAN WHICH BEARS SOUTH 89°38'41" EAST WEBER COUNTY, UTAH NORTH, NAD 83 STATE PLANE GRID CHAIRMAN, WEBER COUNTY PLANNING DIRECTOR WEBER-MORGAN HEALTH DEPT BEARING. THE DEDICATED PLAT OF THE RESERVE AT CRIMSON RIDGE CLUSTER SUBDIVISION PHASE 5150 SOUTH 375 EAST OGDEN, UT OFFICE: 801.476.0202 FAX: 801.476.0066 NAME/TITLE COMMISSION RECORDED AS ENTRY NUMBER 2199115 WAS ALSO USED TO ESTABLISH THE BOUNDARY.

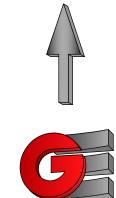
THE RESERVE AT CRIMSON RIDGE PHASE 2A

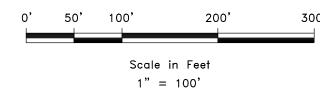
CLUSTER SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, AND THE SOUTH HALF OF SECTION 3
TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
WEBER COUNTY, UTAH, AUGUST 2021



		(CURVE 1	TABLE .	
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	69.78	295.00	13.55	N22° 03' 48"W	69.62
C2	111.94	345.00	18.59	N24° 34' 56"W	111.45
C4	152.00	250.00	34.84	N51° 17' 43"W	149.67
C6	25.20	25.00	57.75	N39° 50' 21"W	24.14
C7	104.06	61.50	96.95	N59° 26' 19"W	92.08
C8	25.89	25.00	59.34	N43° 50' 05"E	24.75
С9	14.73	61.50	13.72	N66° 38' 32"E	14.69
C10	22.47	25.00	51.51	N85° 32' 01"E	21.72
C12	121.60	200.00	34.84	S51° 17' 43"E	119.74
C14	95.72	295.00	18.59	S24° 34' 56"E	95.30
C15	68.97	345.00	11.45	S21° 00' 51"E	68.86
C16	66.32	189.00	20.11	S16° 41' 18"E	65.98
C17	15.89	36.00	25.30	S19° 17' 00"E	15.77
C18	0.67	11.00	3.47	S33° 39' 56"E	0.67
C20	39.11	25.00	89.64	S9° 25' 04"W	35.24
C21	111.94	345.00	18.59	S24° 34' 56"E	111.45
C22	69.78	295.00	13.55	S22° 03' 48"E	69.62
C23	152.00	250.00	34.84	S51° 17' 43"E	149.67
C24	25.20	25.00	57.75	N39° 50' 21"W	24.14
C25	104.06	61.50	96.95	N59° 26' 19"W	92.08
C26	60.80	200.00	17.42	N60° 00' 15"W	60.57
C27	60.80	200.00	17.42	S42° 35' 10"E	60.57
C28	10.35	345.00	1.72	N16° 08' 47"W	10.35
C29	95.72	295.00	18.59	N24° 34' 56"W	95.30
C30	58.62	345.00	9.74	S21° 52' 24"E	58.55
C42	118.57	108.86	62.41	S40° 13' 47"E	112.80
C47	25.51	637.97	2.29	S57° 12' 42"E	25.51
C48	51.13	220.22	13.30	S80° 10' 12"E	51.02
C49	326.62	292.23	64.04	S45° 02' 29"E	309.89
C50	103.05	168.71	35.00	S24° 09' 40"E	101.46
C52	50.89	101.98	28.59	S57° 11' 16"E	50.36
C53	105.65	874.95	6.92	S44° 34' 55"E	105.59
C54	67.78	135.84	28.59	S31° 59' 46"E	67.08
C55	94.06	153.94	35.01	S56° 39' 21"E	92.60





LEGEND

♦ WEBER COUNTY MONUMENT AS NOTED

O SET 24" REBAR AND CAP MARKED GARDNER ENGINEERING

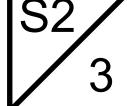
SUBDIVISION BOUNDARY

____ - ___ CENTER LINE
____ - ADJACENT PARCEL

————— EXISTING FENCE LINE

_____ SECTION LINE

DEVELOPER: B&H INVESTMENT PROPERTIES LLC 110 WEST 1700 NORTH CENTERVILLE, UTAH 84014 801-295-4193



COUNTY RECORDER

ENTRY NO. ______ FEE PAID _____

FILED FOR AND RECORDED _____

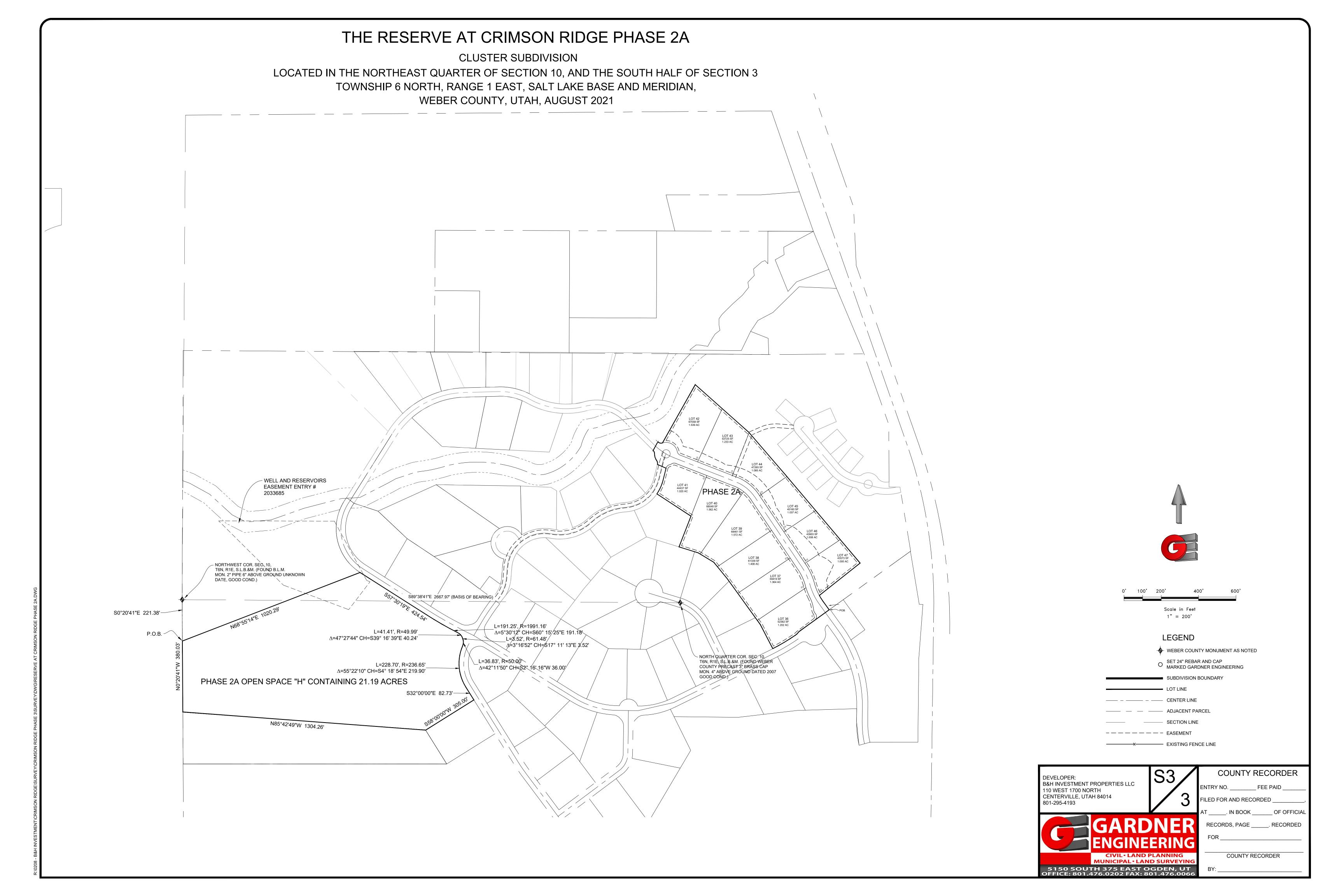
AT ____ IN BOOK _____ OF OFFICE

T _____. IN BOOK _____ OF OFFICIAL
RECORDS, PAGE _____. RECORDED
FOR _____

COUNTY RECORDER

CIVIL LAND PLANNING
MUNICIPAL LAND SURVEYING

5150 SOUTH 375 EAST OGDEN, UT
OFFICE: 801.476.0202 FAX: 801.476.0066



THE RESERVE AT CRIMSON RIDGE PHASE 2B SITE LOCATION -**CLUSTER SUBDIVISION** LOCATED IN THE NORTH HALF OF SECTION 10, AND THE SOUTH HALF OF SECTION 3 TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH, AUGUST 2021 N.A.P. LOT 67 N.A.P. LOT 66 N.A.P. LOT 68 N.A.P. LOT 65 N.A.P. LOT 64 N.A.P. LOT 63 REMAINING AGRICULTURAL PARCEL NOT APPROVED FOR DEVELOPMENT 200050021 N.A.P. LOT 60 N.A.P. LOT 61 N.A.P. LOT 62 N.A.P. LOT 42 L=19.88', R=25.00' ___∕_=45°34'21" CH=S22° 15' 22"E 19.36/ EPHEMERAL STREAM SETBACK L=38.77', R=61.50' ___ - ____ CENTER LINE Δ=36°06'55" CH=S17° 31' 43"E 38.13' L=21.71', R=25.00' Δ=49°45'08" CH=S10° 42' 37"E 21.03' L=48.65', R=200.00' LOT 59 _ Δ=13°56'10" C⊬=S21° 08' 03"W 48.53' ---- EASEMENT 45423 SF 1.043 AC EXISTING FENCE LINE -S66°18'53"E 50.76' ∕S14°09'57"W 66.99 SUBJECT PROPERTY FALLS WITHIN FEMA FLOOD ZONE "X" - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AND ZONE "D" - AREAS 47019 SF IN WHICH FLOOD HAZARDS ARE UNDETERMINED BUT POSSIBLE. PER FEMA MAP S85°54'18"E 16.21' 1.079 AC NO.49057C0239E WITH AN EFFECTIVE DATE OF DECEMBER 16, 2015. S89°07'03"E 451.18' S87°28'10"E 163.09' N.A.P. LOT 41 2. CLUSTER SUBDIVISION SETBACKS: FRONT: 20'; SIDE: 8'; REAR: 20', MINIMUM SETBACKS SHALL BE MEASURED FROM L=79.98', R=225.02' S49°44'30"W 12.43'-THE BOUNDARY OF THE COUNTY-OWNED STREET PARCEL. _Δ=20°21'55" CH=S24⁹/20' 56"W 79.56' 14.00' N.A.P. STANDS FOR "NOT A PART OF THIS SUBDIVISION." S59°06'47"E 36.34'-(NO BUILDABLE AREA) LOT 55 HOMEOWNERS ARE REFEREED TO THE GEOTECHNICAL INVESTIGATION LOT 56 65366 SF "GEOTECHNICAL INVESTIGATION PROPOSED CRIMSON RIDGE - PHASES 2 & 3 5129 43584 SF 1.500 AC SEPTIC TANK EAST WHISPERING PINES LANE EDEN. UTAH" PREPARED BY APPLIED 1.000 AC EASEMENT (TYP) GEOTECHNICAL ENGINEERING CONSULTANTS, INC. ON SEPTEMBER 15, 2020 WITH 43824 SF GEOTECHNICAL ON-SITE EVALUATION AS DEEMED DESIRABLE PER REPORT. FOR 1.006 AC 50679 SF SOIL TEST PIT LOGS REFER TO THE ABOVE MENTIONED GEOTECHNICAL REPORT 23.66' 1.163 AC (SEE NOTE 7) /5. FILL EASEMENT WILL BE VACATED WHEN A CERTIFICATE OF OCCUPANCY IS GIVEN AND THE PROPERTY OWNER UNDERSTANDS THAT WITH THE DESIGN OF CLARE ANN LANG THE HOME WILL BE STRUCTURALLY HOLDING BACK THE FILL FOR THE ROADWAY, 44652 SF PRIVATELY OPERATED -THIS SHOULD BE CONSIDERED FOR FOUNDATION DESIGN. TRUST 1.025 AC AND MAINTAINED STREET. HOMEOWNERS ARE TO REFER TO AND COMPLY WITH ANY RECOMMENDATIONS -- N53°29'29"E 7.17 (SEE NOTE 8.) 201060001 FOUND IN THE GEOLOGIC HAZARD EVALUATION "GEOLOGIC HAZARDS N⁄38°38'14"W EVALUATION PROPOSED CRIMSON RIDGE PHASE 2 SUBDIVISION ABOUT 1100 NORTH MORNINGSIDE LANE EDEN, UTAH" BY WEST GEOLOGIC & ENVIRONMENT ´S43°35'34"W 9.04'-LOT 50 LLC, ON MAY 15, 2020 WITH A PROJECT NUMBER OF 5378. -N72°59'23"W 150.14 43803 SF 7. AS REQUIRED IN LUC 108-3-4(C) SIDEWALKS IN THE DEVELOPMENT ARE OPEN S38°47'44"W 1.006 AC FOR PUBLIC PEDESTRIAN USE. \$38°58'35"W 6.37' N56°20'18"W 292.32'-8. USE OF A STREET LABELED AS "PRIVATELY OPERATED AND MAINTAINED STREET" PUE (TYP) **LOT 51** IS RESERVED FOR THE EXCLUSIVE AND PRIVATE USE OF ADJOINING LOT 50287 SF TROY CUMMENS SILVER CREEK OWNERS UNTIL AND UNLESS THE GOVERNING BODY ASSUMES PUBLIC **B&HINVESTMENT** 57962 SF 1.154 AC 1.331 AC RESPONSIBILITY FOE THE STREET. 201060015 ENGINEERING LLC / PROPERTIES LLC ACKNOWLEDGEMENT 201060016 S0°00'00"E 61.52'-201060002 STATE OF UTAH \$40°35'09"W 26.38' KIMBERLY FLAMN COUNTY OF WEBER PARCELA / 9 54780 SF 6892 SF BEN TAYLOR 201060017 7 05, 0.158 AC, 1.257 AC 201060014 Steven Fenton, whose identity is personally known to me (or proven on the N90°00'00"E 99.47 **B&HINVESTMENT** basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that 25.01' S89°38'41"E 2667.97' (BASIS OF BEARING) he/she is the Owner/Manager of B & H INVESTMENT PROPERTIES LLC, and 1049.21 that said document was signed by him/her in behalf of said Corporation by VS89°38'41"E 2667.97' N38°23'36"E 201060003 TEST PIT 6 Authority of its Bylaws, or (Resolution of its Board of Directors), and said <u>Steven</u> Fenton acknowledged to me that said Corporation executed the same. 2010 L=77.31', R=1093.32' - NORTHWEST COR. SEC. 10, KRISTOPHER KIT ROBINSON Δ=4°03'05" CH=S38° 33' 37"W 77.29' T6N, R1E, S.L.B.&M. (FOUND B.L.M. MON. 2" PIPE 6" ABOVE GROUND UNKNOWN GREENWOOD 201060012 DATE, GOOD COND.) MERRILL FAMILY 201060013 STAMP - NORTH QUARTER COR. SE&. 10,√ **B&HINVESTMENT ACKNOWLEDGEMENT** T6N, R1E, S.L.B.&M. (FOUND WEBER 201060004 PROPERTIES LLC COUNTY PRECAST 3" BRASS GAP MON. 4" ABOVE GROUND DATED 2007 STATE OF UTAH GOOD COND.) 201060005 /B & H INVESTMENT COUNTY OF WEBER PROPERTIES LLC 201060006 KEVIN DEPPE, whose identity is personally known to me (or proven on the basis BY: KEVIN DEPPE (OWNER/MANAGER) of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Owner/Manager of B & H INVESTMENT PROPERTIES LLC, and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said Steven Fenton acknowledged to me that said Corporation executed the same. WEBER COUNTY ATTORNEY WEBER COUNTY ENGINEER WEBER COUNTY COMMISSION WEBER - MORGAN HEALTH WEBER COUNTY PLANNING WEBER COUNTY SURVEYOR ACCEPTANCE **COMMISSION APPROVAL** DEPARTMENT I HAVE EXAMINED THE FINANCIAL I HEREBY CERTIFY THAT THE REQUIRED I HEREBY CERTIFY THAT THE WEBER COUNTY **GUARANTEE AND OTHER DOCUMENTS** PUBLIC IMPROVEMENT STANDARDS AND SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND I DO HEREBY CERTIFY THAT THE SOILS, THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT, THIS IS TO CERTIFY THAT THIS ASSOCIATED WITH THIS SUBDIVISION DRAWINGS FOR THIS SUBDIVISION ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE THE DEDICATION OF STREETS AND OTHER PUBLIC SUBDIVISION WAS DULY APPROVED BY PERCOLATION RATES, AND SITE PLAT AND IN MY OPINION THEY CONFORM **CONFORM WITH COUNTY STANDARDS** BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE THE WEBER COUNTY PLANNING CONDITION FOR THIS SUBDIVISION HAVE WAYS AND FINANCIAL GUARANTEE OF PUBLIC STAMP NARRATIVE AND THE AMOUNT OF THE FINANCIAL WITH THE COUNTY ORDINANCE WEBER COUNTY SURVEYOR DOES NOT RELIEVE THE IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION BEEN INVESTIGATED BY THIS OFFICE AND COMMISSION. APPLICABLE THERETO AND NOW IN GUARANTEE IS SUFFICIENT FOR THE LICENSED LAND SURVEYOR WHO EXECUTED THIS THEREON ARE HEREBY APPROVED AND ACCEPTED ARE APPROVED FOR ON-SITE INSTALLATION OF THESE IMPROVEMENTS. FORCE AND EFFECT. PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES BY THE COMMISSIONERS OF WEBER COUNTY, UTAH. WASTEWATER DISPOSAL SYSTEMS. THE PURPOSE OF THIS SURVEY WAS TO CREATE A TWELVE LOT SUBDIVISION ON THE PROPERTY AS ASSOCIATED THEREWITH. SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY B&H INVESTMENTS PROPERTIES. THE SIGNED THIS____DAY OF ______, 2021 SIGNED THIS____DAY OF ______ 2021 CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING WEBER COUNTY SURVEY SIGNED THIS___DAY OF ____ SIGNED THIS___DAY OF___ SIGNED THIS____DAY OF ___ SIGNED THIS____DAY OF ____ MONUMENTATION AS SHOWN AND NOTED HEREON. THE BASIS OF BEARING IS THE NORTH LINE OF THE CHAIRMAN, WEBER COUNTY COMMISSION NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND COUNTY SURVEYOR MERIDIAN WHICH BEARS SOUTH 89°38'41" EAST WEBER COUNTY, UTAH NORTH, NAD 83 STATE PLANE GRID CHAIRMAN, WEBER COUNTY PLANNING DIRECTOR WEBER-MORGAN HEALTH DEPT BEARING. THE DEDICATED PLAT OF THE RESERVE AT CRIMSON RIDGE CLUSTER SUBDIVISION PHASE 1 NAME/TITLE COMMISSION RECORDED AS ENTRY NUMBER 2199115 WAS ALSO USED TO ESTABLISH THE BOUNDARY.

BOUNDARY DESCRIPTION

A PART OF THE NORTH HALF OF SECTION 10 AND A PART OF THE SOUTH HALF OF SECTION 3. TOWNSHIP 6 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY LINE OF THE RESERVE AT CRIMSON RIDGE PHASE BEING LOCATED SOUTH 89°38'41" EAST 1049.21 FEET ALONG THE NORTH LINE OF SAID SECTION 10 AND NORTH 00°00'00" EAST 480.71 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 10: RUNNING THENCE NORTH 65°33'19" EAST 342.71 FEET; THENCE SOUTH 89°07'03" EAST 451.18 FEET; THENCE SOUTH 87°28'10" EAST 163.09 FEET; THENCE SOUTH 59°06'47" EAST 36.34 FEET; THENCE SOUTH 85°54'18" EAST 16.21 FEET; THENCE NORTH 57°38'44" EAST 193.46 FEET; THENCE NORTH 32°44'13" EAST 158.36 FEET; THENCE NORTH 65°30'50" EAST 175.30 FEET; THENCE SOUTH 45°02'30" EAST 130.01 FEET TO THE SOUTH WESTERLY BOUNDARY OF THE RESERVE AT CRIMSON RIDGE CLUSTER SUBDIVISION PHASE 2A: THENCE ALONG SAID SOUTH WESTERLY BOUNDARY FOLLOWING EIGHT (8) COURSES: (1) ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT 19.88 FEET, HAVING A CENTRAL ANGLE OF 45°34'21" WITH A CHORD BEARING SOUTH 22°15'22" EAST 19.36 FEET; (2) ALONG THE ARC OF A 61.50 FOOT RADIUS CURVE TO THE LEFT 38.77 FEET, HAVING A CENTRAL ANGLE OF 36°06'55" WITH A CHORD BEARING SOUTH 17°31'43" EAST 38.13 FEET; (3) ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT 21.71 FEET, HAVING A CENTRAL ANGLE OF 49°45'08" WITH A CHORD BEARING SOUTH 10°42'37" EAST 21.03 FEET; (4) SOUTH 66°18'53" EAST 50.70 FEET; (5) SOUTH 14°09'57" WEST 66.99 FEET; (6) ALONG THE ARC OF A 225.02 FOOT RADIUS CURVE TO THE RIGHT 79.98 FEET, HAVING A CENTRAL ANGLE OF 20°21'55" WITH A CHORD BEARING SOUTH 24°20'56" WEST 79.56 FEET; (4°03'05" WITH A CHORD BEARING SOUTH 38°33'37" WEST 77.29 FEET; (9) NORTH 53°30'13" WEST 311.40 FEET: (10) NORTH 56°20'18" WEST 292.32 FEET: (11) NORTH 46°43'33" WEST 214.66 FEET TO THE POINT OF

CONTAINING ALSO AND TOGETHER WITH A PART OF THE NORTHWEST QUARTER OF SECTION 10 AND A PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 1 EAST, OF THE SAT LAKE BASE AND MERIDIAN BEGINNING AT THE NORTHWEST QUARTER CORNER OF SECTION 10: RUNNING THENCE NORTH 0°14'05" CURVE TO THE LEFT 457.60 FEET, HAVING A CENTRAL ANGLE OF 94°29'01" WITH A CHORD BEARING SOUTH 10°15'49" EAST 407.49 FEET; THENCE SOUTH 68°55'14"WEST 1020.32 FEET; THENCE NORTH 0°20'16" WEST

221.39 TO THE POINT OF BEGINNING. CONTAINING 22.25 ACRES MORE OR LESS

BEGINNING. CONTAINING 17.963 ACRES.

VICINITY MAP

LEGEND

Scale in Feet

1" = 100'

◆ WEBER COUNTY MONUMENT AS NOTED

◆ STREET CENTERLINE MONUMENT TO BE SET

2021, personally appeared before me

NOTARY PUBLIC

2021, personally appeared before me

NOTARY PUBLIC

SET 24" REBAR AND CAP

SUBDIVISION BOUNDARY

ADJACENT PARCEL

SECTION LINE

PUBLIC TRAIL

NOTES

MARKED GARDNER ENGINEERING

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 AND HAVE VERIFIED ALL MEASUREMENTS: THAT THE REFERENCE MONUMENTS AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY; REQUIREMENTS OF THE LAND USE CODE; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT T ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY

SIGNED THIS DAY OF

KLINT H. WHITNEY, PLS NO. 8227228

OWNER'S DEDICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS (PRIVATE STREETS, PRIVATE RIGHT OF WAY) AS SHOWN ON THE PLAT AND NAME SAID TRACT THE RESERVE AT CRIMSON RIDGE PHASE 2A CLUSTER SUBDIVISION AND 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, AND ALSO TO DEDICATI AND RESERVE UNTO THEMSELVES, THEIR HEIRS, THEIR GRANTEES AND ASSIGNS, A RIGHT-OF-WAY TO BI USED IN COMMON WITH ALL OTHERS WITHIN SAID SUBDIVISION (AND THOSE ADJOINING SUBDIVISIONS THAT MAY BE SUBDIVIDED BY THE UNDERSIGNED OWNERS, THEIR SUCCESSORS, OR ASSIGNS) ON, OVER AND ACROSS ALL THOSE PORTIONS OR PARTS OF SAID TRACT OF LAND DESIGNATED ON SAID PLAT AS PRIVATE STREETS)PRIVATE RIGHTS OF WAY) AS ACCESS TO THE INDIVIDUAL LOTS, TO BE MAINTAINED BY A LO (UNIT) OWNERS ASSOCIATION WHOSE MEMBERSHIP CONSISTS OF SAID OWNERS, THEIR GRANTEES SUCCESSORS, OR ASSIGNS, AND ALSO GRANT, DEDICATE AND CONVEY THE LAND UNDER THE LANI DESIGNATED AS PRIVATE STREETS AND TRAILS TO WEBER COUNTY FOR THE PURPOSE OF FUTURI CONVERSION TO A PUBLIC STREET AT A TIME THE GOVERNING BODY DETERMINES A PUBLIC STREET NECESSARY, AND ALSO TO GRANT AND CONVEY TO THE SUBDIVISION LOT (UNIT) OWNERS ASSOCIATION, AL THOSE PART OR PORTIONS OF SAID TRACT OF LAND DESIGNATE AS COMMON AREAS TO BE USED FO RECREATIONAL AND OPEN SPACE PURPOSES FOR THE BENEFIT OF EACH LOT (UNIT) OWNERS ASSOCIATION MEMBER IN COMMON WITH ALL OTHERS IN THE SUBDIVISION AND ADDITIONALLY DEDICATE AND CONVEY T WEBER COUNTY A PERPETUAL OPEN SPACE EASEMENT ON, UNDER AND OVER PARCELS AND AREAS DENOTED AS OPEN SPACE PARCELS OR AREAS TO GUARANTEE TO THE PUBLIC THAT THOSE PARCELS ANI AREAS REMAIN OPEN AND UNDEVELOPED IN A MANNER CONSISTENT WITH THE APPROVED OPEN SPAC PLAN, AND ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDE THE LANDS DESIGNATED HEREON AS PUBLIC UTILITY, THE SAME TO BE USED FOR THE INSTALLATIO MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES, STORM DRAINAGE FACILITIES, IRRIGATIO CANALS OR THOSE THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STAT WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDING OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS AND ALSO GRANT, DEDICATE AND CONVE LANDS DESIGNATED ON THE PLAT AS SEPTIC TANK EASEMENT TO PINEVIEW WEST SEWER IMPROVEMEN DISTRICT. THE SAME TO BE USED FOR MAINTENANCE AND REGULAR INSPECTIONS AND ALSO GRAN DEDICATE AND CONVEY LANDS DESIGNATED ON THE PLAT AS FILL EASEMENT TO WEBER COUNTY FO STRUCTURALLY HOLDING BACK FILL FOR THE ROADWAY AND ALSO GRANT, DEDICATE AND CONVEY LANI DESIGNATED ON THE PLAT AS TRAILS AND TO TO A LOT (UNIT) OWNERS ASSOCIATION WHOSE MEMBERSHI CONSISTS OF SAID OWNERS, THEIR GRANTEES, SUCCESSORS, OR ASSIGNS, TO BE MAINTAINED BY SAID LOT (UNIT) OWNERS ASSOCIATION FOR PUBLIC NON-MOTORIZED PATHWAY ACCESS.

> SIGNED THIS ____ DAY OF B & H INVESTMENT PROPERTIES LLC

BY: STEVEN FENTON (OWNER/MANAGER)

DEVELOPER:	S1/	COUNT	Y RECORDER
B&H INVESTMENT PROPERTIES LLC 110 WEST 1700 NORTH		ENTRY NO	FEE PAID
CENTERVILLE, UTAH 84014 801-295-4193	/ 3	FILED FOR AND R	ECORDED,
		AT IN BOO	OK OF OFFICIAL
GARD	NER	RECORDS, PAG	GE RECORDED
ENGINE		FOR	
CIVIL - LAND I MUNICIPAL - LAN		COUNT	Y RECORDER
5150 SOUTH 375 EAST O OFFICE: 801.476.0202 FAX: 8		BY:	

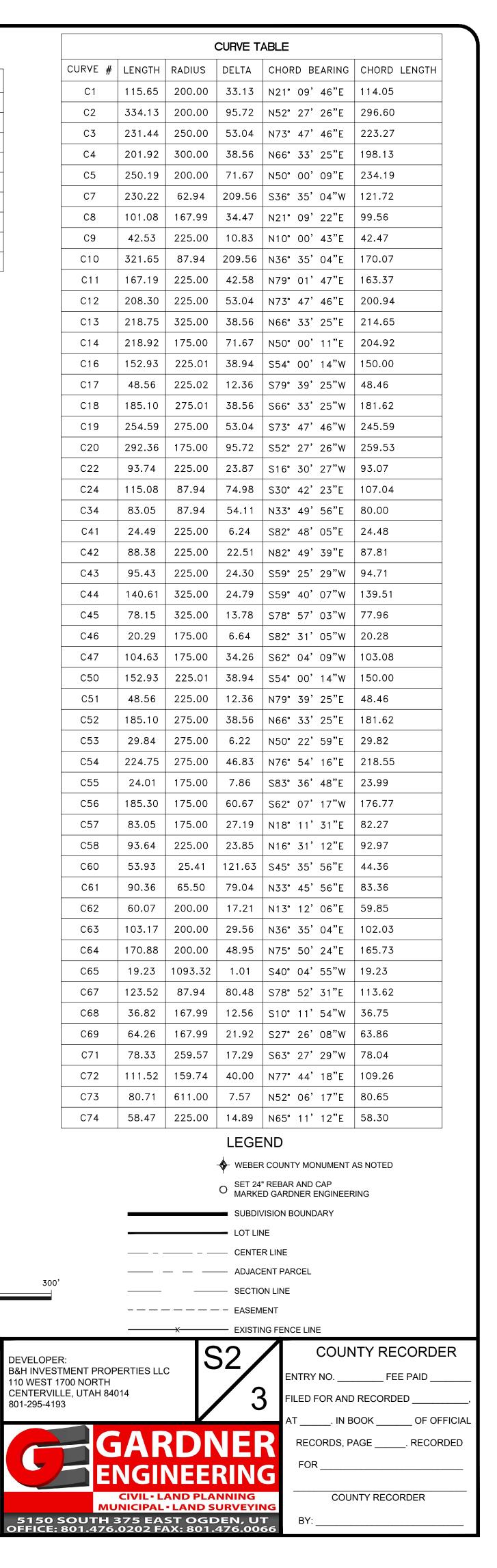
THE RESERVE AT CRIMSON RIDGE PHASE 2B

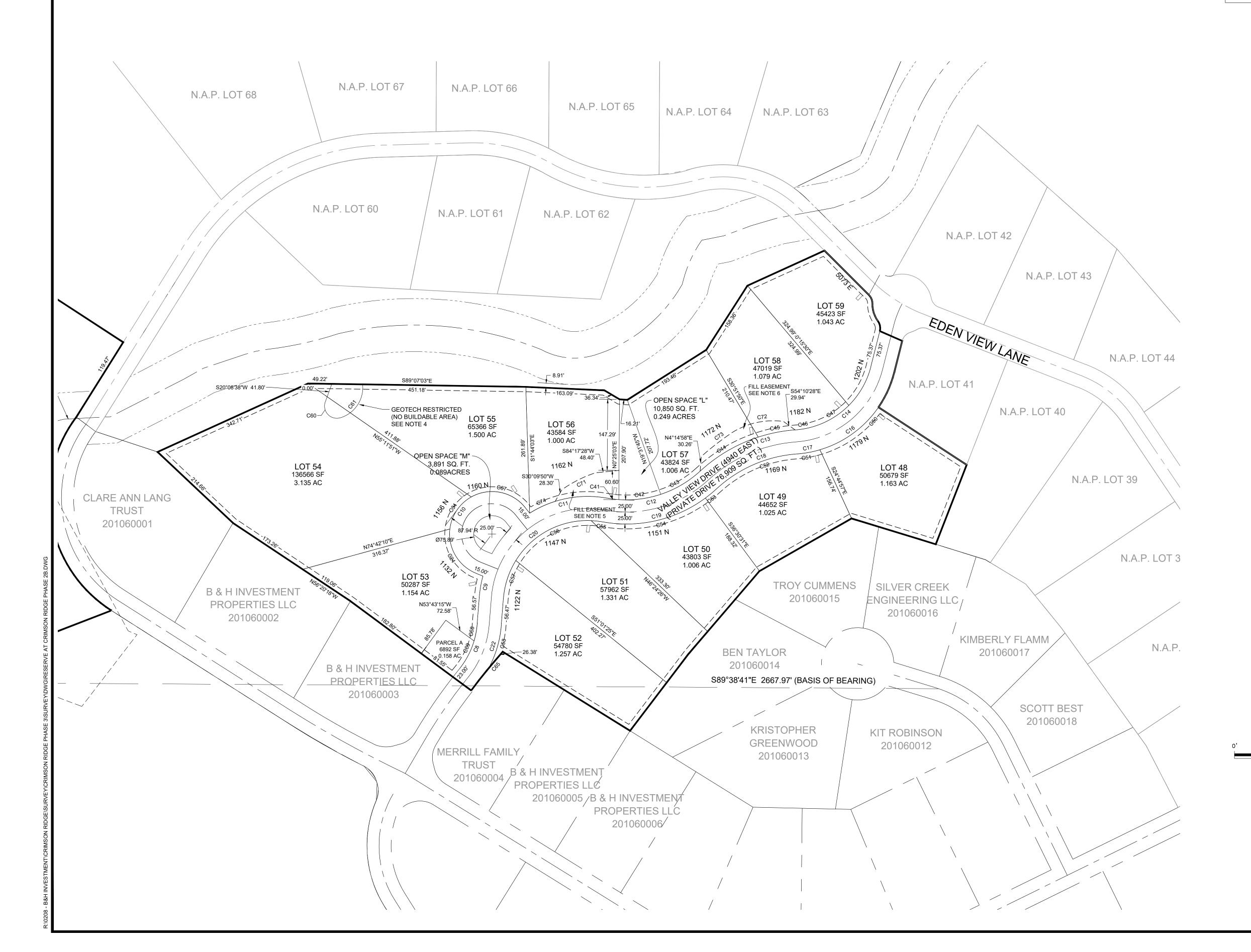
CLUSTER SUBDIVISION

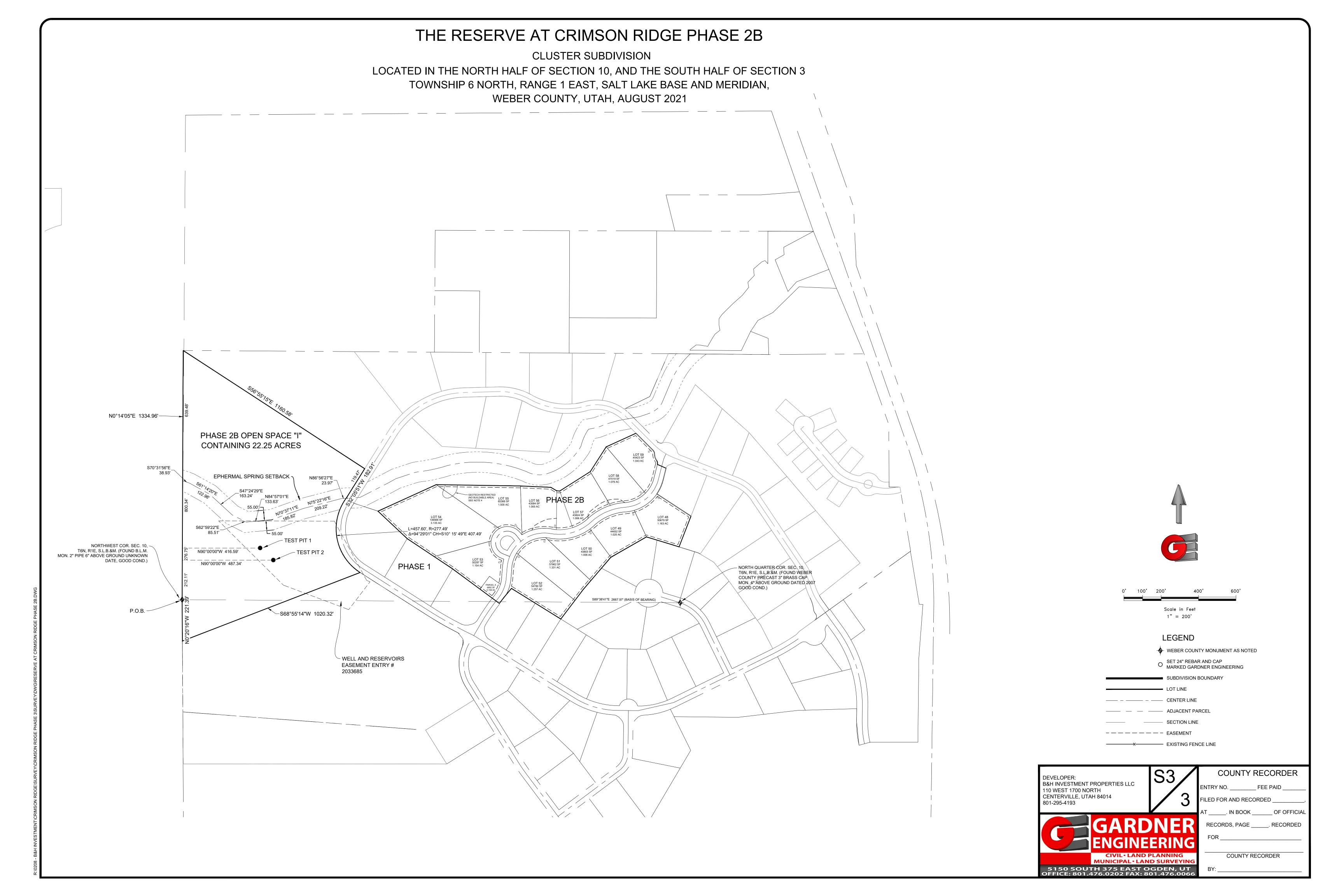
LOCATED IN THE NORTH HALF OF SECTION 10, AND THE SOUTH HALF OF SECTION 3
TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
WEBER COUNTY, UTAH, AUGUST 2021

LINE TABLE									
LINE#	LENGTH	BEARING							
L1	14.00	N33° 08' 18"W							
L2	6.00	S56° 51' 42"W							
L3	6.00	S40° 39' 00"W							
L4	14.00	N49° 21' 00"W							
L5	14.00	N78° 03' 05"E							
L6	6.00	S11° 56' 55"E							
L7	6.00	N80° 40' 20"W							
L8	14.00	S9° 19' 40"W							

Scale in Feet 1" = 100'







WEBER COUNTY IMPROVEMENTS GUARANTEE AGREEMENT

THIS AGRE	EMENT (herein "Agreement") is entered into this $2b$ day of may , 20 $z = 20$
	****PARTIES****
"APPLICAN	T": B&H Investment Properties, LLC
a(n): <u>limite</u>	ed liability Company (corporation, limited liability company, partnership, individual).
address:	110 W city: Centerville state: UT zip: 84014 ,
telephone: (8	801_) 535-4055, 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
with the COU	INTY for Crimson Ridge Phase 2A & 2B & Harbor View Cluster Subdivision(description or name of Project)
located at 512	29 E. Whispering Pines Ln., Eden, UT 84310
	(address of Project)
improvement	COUNTY ordinances require APPLICANT to guarantee the construction of certain s prior to either the recordation of the above described subdivision plat or the actual issuance (s) or approval(s) related to the above-described Project; and
permit(s)/app	the terms of either the subject subdivision plat approval or the issuance of the subject roval(s) require APPLICANT to complete the following improvements, (herein "the s") (check one and complete):
⊠ s	pecified in ExhibitB, attached hereto and incorporated herein by this reference;
□ d	escribed 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)
	- 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

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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 filling 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, filling 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: Cache Valley Bank,
☑ IRREVOCABLE LETTER OF CREDIT (herein the "Letter of Credit"), identified by the following
Letter of credit account or number: 202601941

Financial Institution: Cache V	alley Bank	
Section of the Control of the Contro	Country of the state which are the state of	

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 \$ 1,548,166.55 (herein the "Proceeds"), and is made a part of this Agreement as Exhibit C (Escrow Certificate or Letter of Credit).

- 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.
- 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.
- 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.
- 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

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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.

- 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.
- **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.
- ACCESS TO PROPERTY. Should COUNTY elect to use the Proceeds to complete the 20. 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.
- 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

REVISED 09/05/17 LETTER OF CREDIT Page 5 of 13 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

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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.

	ICANT" Later		5/26/22
Ву:	Applicant Signature		Date
Title:	Manager B+HI.	nvestmen	+ Properties, LLC
	(Signature must be notarized on following		
"COUN	NTY"		
By:	Commission Chair		Date
ATTES			Data
	County Clerk		Date:
APPRO	OVED AS TO CONTENT:		
Ву	Planning Division Director		Date
Ву			
wi. c. 🕊 00	County Engineer		Date
Ву	County Treasurer		Date
APPRO	OVED AS TO FORM:		
Ву	County Attorney		Date

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

APPLICANT NOTARIZATION

COMPLETE ONLY	IF APPLICANT IS	AN INDIVIDUAL
State of		
County of		:ss)
On this	day of	, 20, personally appeared before me
personally known to	me or proved to m	e on the basis of satisfactory evidence to be the person(s) whose nent, and acknowledged that he/she/they executed the same.
		Notary Public
COMPLETE ONLY	IF APPLICANT IS	CORPORATION
State of		
County of		:ss)
On this	day of	, 20, personally appeared before me
to me or proved to n	ne on the basis of s <i>e1</i> .	atisfactory evidence, and who affirmed that he/she is the
of [tithen of of the Board of Direction of Direction of the Board of Direction of the Board of Direction of D	ed by him/her in be	[name of corporation], a corporation, and said alf of said corporation by authority of its bylaws or of a Resolution moving to me that said corporation executed the same.
		Notary Public
COMPLETE ONLY	IF APPLICANT IS	PARTNERSHIP
State of		_)
County of		:ss)
		, 20, personally appeared before me
personally known to he/she is the	4. *)	on the basis of satisfactory evidence, and who affirmed that
	nat the foregoing in	of [name of partnership], trument was duly authorized by the partnership at a lawful s and signed in behalf of said partnership.
meeting neid or by a	idinonty of its bylav	s and signed in benail of said partnership.
		Notary Public

COMPLETE ONLY IF APPLICANT IS A LIMITED LIABILITY COMPANY State of Uta :ss County of Salf _, 20<u>22</u> 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 Manager [title], of B + H Tavest ment Properties [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. Vickers NOTARY PUBLIC ANITA VICKERS COMM. # 704407 COMMISSION EXPIRES **FEBRUARY 4, 2023**

STATE OF UTAH

Exhibit A: County Engineer-Approved Cost Estimate

LETTER OF CREDIT Page 11 of 13

	Eden, Weber County									
5/26/22										
Item	Rough Grading Improvements (Harbor View Estates & Ph 2A portion & 2B)	QTY	Unit of Measure	ı	Unit Cost		Escrow	Completed		Remaining
1	6" Additional Cut (over Ex) for Cut slope Topsoil placement, and gravel trail (Harbor View Estates Asphalt Pathway, Trail, Ph 2A Sta 20+00 to 25+50, Phase 2B)	897	CY	\$	4.00	\$	3,588.00	\$ 3,588.00	S	
2	Hydro Seed Native Grass / Seed Mix (Harbor View Estates - Rough Grading) with Phase 2B and portions of Phase 2A in Crimson Ridge	9.67	Acre	S	3,000.00	S	29,010.00	\$ 4,650,00	\$	24,360.00
3	18" RCP Storm Drain complete with backfill	77	LF	S	45.00	\$	3,465.00	\$ 3,465.00	\$	
4	Const Drainage Swale	67	LF	S	3.00	S	201.00	\$ 180.00	\$	21.00
5	15" RCP Storm Drain complete with backfill	295	LF	\$	45.00	S	13,275.00	\$ 13,275.00	\$	-
6	18" x 48" Inlet Box	4	EA	\$	2,000.00	\$	8,000.00	\$ 4,000.00	\$	4,000.00
7	15-inch flared end section (w/ critter guard)	1	EA	\$	800.00	\$	800.00	\$ 600.00	\$	200.00
8	24" Catch Basin Box	4	EA	\$	1,500.00	\$	6,000.00	\$ 6,000.00	\$	
9	8" SDR-35 PVC Storm Drain Pipe	719	LF	\$	28.00	\$	20,132.00	\$ 20,132.00	\$	*
10	Outlet Control Structure	1	EA	\$	3,000.00	\$	3,000.00	\$ 2,700.00	\$	300.00

Item	Street Improvements (Harbor View Estates Subdivision)	QTY	Unit of	l	Jnit Cost	Escrow	Completed		Remaining
11	UDOT 8" Thick Pit Run (3" Minus)	1,390	TON	\$	24.00	\$ 33,360.00	\$ 33,360.00	\$	-
12	Structural Fill for Roadway Over-Ex (Assumed 1' Depth)	746	CY	\$	4.00	\$ 2,984.00	\$ 2,984.00	\$	
13	UDOT 6" Untreated Base Course	1,239	TON	\$	25.00	\$ 30,975.00	\$	\$	30,975.00
14	8" Untreated Base Course (under trail)	361	TON	\$	25.00	\$ 9,025.00	\$ 	\$	9,025.00
15	UDOT 3" Asphalt Surface Course	556	TON	\$	110.00	\$ 61,160.00	\$	\$	61,160.00
18B	UDOT Type "A" Bituminous Seal Coat	3,293	SY	\$	3.00	\$ 9,879.00	\$ 2	S	9,879.00
16	10' Asphalt Trail (2" Thick)	93	TON	\$	110.00	\$ 10,230.00	\$ 155	\$	10,230.00
17	30" Curb & Gutter	1,800	LF	\$	22.00	\$ 39,600.00	\$ -	\$	39,600.00
18	10' Wide Gravel Trail (6" Depth)	142	CY	\$	200.00	\$ 28,400.00	\$ 	\$	28,400.00
	Total					\$ 225,613.00	\$ 36,344.00	\$	189,269.00

Item	Culinary Water (Ph 2B, 2A portion & Harbor View Portion req. for Harbor View Estates)	QTY	Unit of Measure		Unit Cost		Escrow	Completed		Remaining
19	8" PVC C-900 (includes fittings and bedding)	2,623	LF	\$	40.00	\$	104,920.00	\$ 104,920.00	S	-
20	Pressure Reduction Valve	1	EA	\$	50,000.00	\$	50,000.00	\$ 25,000.00	\$	25,000.00
21	Concrete Collar and Adjust Pressure Reduction Valve manhole to finish grade	2	EA	\$	800.00	\$	1,600.00	\$	S	1,600.00
22	Concrete Collar and Adjust Pressure Reduction Valve to finish grade	1	EA	\$	700.00	\$	700.00	\$ -	S	700.00
23	Concrete collare and adjust pressure Reduction	1	EA	\$	50,000.00	\$	50,000.00	\$ 25,000.00	S	25,000.00
24	Culinary Water Service Lateral & Meter	9	EA	\$	2,500.00	\$	22,500.00	\$ 20,000.00	\$	2,500.00
25	8" Gate Valve (Collar Included)	7	EA	S	2,000.00	S	14,000.00	\$ 14,000.00	\$	
26	Raise and Collar Valves	7	EA	S	700.00	\$	4,900.00	\$ -	\$	4,900.00
27	Pressure Testing/Disinfection	1	LS	\$	1,500.00	\$	1,500.00	\$ -	\$	1,500.00
28	Fire Hydrant Assembly	6	EA	\$	4,500.00	\$	27,000.00	\$ 27,000.00	\$	-
29	Concrete Collar and Adjust Fire Hydrant Valve to Finish Grade	6	EA	\$	700.00	S	4,200.00	\$ -	\$	4,200.00
30	New Water Tank, Well house, 10-inch pipe, 8" pipe in Whispering Pines Ln. to Well House *	1	LS	\$ 1	1,362,875.87	\$	1,362,875.87	\$ 1,362,875.87	\$	
	Total					\$	1,644,195.87	\$ 1,578,795.87	\$	65,400.00

Item	Sewer (Harbor View Estates Subdivision)	QTY	Unit of		Unit Cost		Escrow	Completed		Remaining
31	2" Sewer- include fittings and bedding	1,166	LF	\$	30.00	\$	34,980.00	\$ 34,980.00	\$	
32	Low Pressure Sewer Cleanout & Flushing Valve	1	EA	\$	1,200.00	\$	1,200.00	\$ 1,200.00	\$	
33	Raise and collar Sewer Cleanout & Flushing Valve	1	EA	\$	700.00	\$	700.00	\$ -	\$	700.00
34	1-1/4 Inch Effluent Pressure Sewer Service Lateral Connection (complete)	8	EA	\$	1,250.00	\$	10,000.00	\$ 8,750.00	\$	1,250.00
35	Connect to Existing SS Manhole	1	EA	\$	1,200.00	S	1,200.00	\$ 1,200.00	\$	
36	4 New Pods & Connect to existing, complete	1	LS	S	250,000.00	\$	250,000.00	\$ 250,000.00	\$	
37	New Absorption Chambers with cleanouts complete	1	LS	S	174,903.75	S	174,903.75	\$ 117,185.51	S	57,718.24
38	Sewer plant updates and misc. additional pipe or conduit connections (as req.)	1	LS	S	5,000.00	\$	5,000.00	\$ 2,500.00	\$	2,500.00
39	Drip Dispersal Componenents	1	LS	S	76,745.00	\$	76,745.00	\$ 72,907.75	\$	3,837.25
40	Pressure Testing	1	LS	s	2,000.00	S	2,000.00	\$ -	\$	2,000.00
41	Sewer splitter diversion box (for Chamber dispersal system)	1	EA	\$	5,000.00	\$	5,000.00	\$ 2,500.00	\$	2,500.00
	Total					\$	561,728.75	\$ 491,223.26	\$	70,505.49

Item	Misc, Items (Harbor View Estates Subdivision)	QTY	Unit of Measure	- 1	Unit Cost	Escrow		Completed	Remaining
42	4-inch PVC Conduit Sleeve to Islands	46	LF	\$	10.00	\$ 460.00	S		\$ 460.00
43	Roundabout irrigation system and landscaping (Grass Plus Landscaping Bid)	1	LS	S	10,500.00	\$ 10,500.00	\$		\$ 10,500.00
44	8 Unit Mailbox with 2 package boxes	1	LS	S	3,430.00	\$ 3,430.00	\$		\$ 3,430.00
45	Street sign with stop sign	1	EA	\$	440.00	\$ 440.00	\$		\$ 440.00
	Total					\$ 14,830.00	\$		\$ 14,830.00

Subtotal	\$	2,533,838.62	\$ 2,164,953.13	\$	368,885.49
10% Contingecy	\$	253,383.86		\$	253,383.86
Total Escrow	s	2 787 222 48		s	622 269 35

^{**} Note: Developer has paid utility for required execution of work, but work has not yet been completed by the utility agency.

Total Escrow Amount	\$ 622,269.35

 $^{^{\}star}$ Water Tank has been escrowed for with Escrow Company

10-1	Crimson Ridge - Phase 2A and Phase 2	D (ESC	row Amo	our	it)	SIL		18%			
	Eden, Weber County										
5/26/22											
	Rough Grading (Remaining portion Ph 2A portion & Valley Veiw Loop Ph 2B and Upper Detention Pond)	QTY	Unit of Measure		Unit Cost		Escrow		Completed		Remaining
1	Hydro Seed Native Grass / Seed Mix (Ph 2A & 2B remaining Rough Grading)	3.57	Acre	\$	3,000.00	\$	10,710.00	S	3,210.00	\$	7,500.00
2	15" RCP Storm Drain complete with backfill	2,543	LF	\$	45.00	\$	114,435.00	S	114,435,00	S	
3	18" x 48" Inlet Box	25	EA	\$	2,000.00	\$	50,000.00	\$	24,000.00	\$	26,000.00
4	2' X 2' Storm Drain Box	1	EA	\$	2,000.00	\$	2,000.00	\$	2,000.00	\$	
5	Cast in place combination box (by entry gate)	1	EA	S	3,000.00	\$	3,000.00	\$		S	3,000.00
6	15-inch flared end section (w/ critter guard)	5	EA	\$	800.00	\$	4,000.00	\$	4,000.00	\$	-
7	24" Catch Basin Box	4	EA	\$	1,500.00	\$	6,000.00	\$	6,000.00	\$	-
8	Outlet Control Structure	-1	EA	\$	3,000.00	\$	3,000.00	\$	3,000.00	\$	
	Total					\$	193,145.00	\$	156,645.00	\$	36,500.00

Item	Street Improvements (Crimson Ridge Phase 2A & 2B)	QTY	Unit of		Unit Cost		Escrow		Completed		Remaining
9	UDOT 8" Thick Pit Run (3" Minus)	4,922	TON	\$	24.00	\$	118,128.00	\$	35,448.00	S	82,680.00
10	Structural Fill for Roadway Over-Ex (Assumed 1' Depth)	1,056	CY	\$	4.00	\$	4,224.00	\$	4,224.00	\$	
11	UDOT 6" Untreated Base Course	4,483	TON	\$	25.00	\$	112,075.00	\$	28,025.00	S	84,050.00
12	8" Untreated Base Course (under trail)	1,654	TON	S	25.00	\$	41,350.00	\$	10,350.00	S	31,000.00
13	UDOT 3" Asphalt Surface Course (PG 64-34)	1,968	TON	\$	110.00	3	216,480.00	\$	-	\$	216,480.00
5A	UDOT Type "A" Bituminous Seal Coat	11,661	SY	\$	2.00	\$	23,322.00	\$		\$	23,322.00
14	10' Asphalt Trail (3" Thick)	638	TON	\$	110.00	\$	70,180.00	\$		\$	70,180.00
15	30" Curb & Gutter	7,484	LF	\$	22.00	\$	164,648.00	\$	1.5	S	164,648.00
16	6" Curb	88	LF	\$	12.00	\$	1,056.00	S		\$	1,056.00
					3.50						
	Total			Т		\$	751,463.00	\$	78,047.00	\$	673,416,00

Item	Culinary Water (Ph 2A & 2B remaining portion)	QTY	Unit of Measure	Unit Cost		Escrow		Completed		Remaining
17	Remaining portion 8" PVC C-900 (includes fittings and bedding & backfill)	885	LF	\$ 40.00	\$	35,400.00	\$	35,400.00	\$	
18	2.5" SDR 9 HDPE Waterline (includes fittings and bedding & backfill)	1,059	LF	\$ 26.00	\$	27,534.00	\$	-	S	27,534.00
19	Culinary Water Service Lateral & Meter	25	EA	\$ 2,500.00	\$	62,500.00	\$	27,500.00	S	35,000.00
20	2.5" Gate Valve	1	EA	\$ 600.00	\$	600.00	\$		S	600.00
21	Concrete Collar and adjust to finish grade 2.5" Gate Valve	1	EA	\$ 400.00	\$	400.00	\$		\$	400.00
22	Pressure Testing/Disinfection (to be completed with prior bid work)	1	LS	\$ 1,500.00	\$	1,500.00	\$		S	1,500.00
23	Fire Hydrant Assembly	2	EA	\$ 4,500.00	S	9,000.00	\$	9,000.00	S	
24	Concrete Collar and Adjust Fire Hydrant Valve to Finish Grade	2	EA	\$ 700.00	\$	1,400.00	\$		\$	1,400.00
	Total				\$	138.334.00	S	71.900.00	S	66,434,00

Item	Sewer (Crimson Ridge Ph 2A and Ph 2B)	QTY	Unit of Measure	Unit Cost		Escrow		Completed		Remaining
25	8" PVC SDR-35 Sewer Pipe (includes connections, bedding & backfill)	2,522	LF	\$ 30.00	S	75,660.00	\$	75,660.00	S	-
26	4' Dia SS Manhole (Complete)	14	EA	\$ 4,500.00	\$	63,000.00	\$	63,000.00	\$	12
27	5' Dia SS Manhole (Complete)	2	EA	\$ 5,000.00	\$	10,000.00	\$	10,000.00	\$	
28	Concrete collar and adjust manhole rim to finish grade	16	EA	\$ 700.00	\$	11,200.00	\$	1,190.00	\$	10,010.00
29	Sanitary Sewer Service Lateral to Future Septic (complete)	24	EA	\$ 1,250.00	\$	30,000.00	\$	30,000.00	\$	-
30	Connect Manhole to Existing SS Line	1	EA	\$ 1,200.00	\$	1,200.00	\$	1,200.00	\$	
31	Bentonite Clay Cutoff Collar	20	EA	\$ 400.00	S	8,000.00	\$	8,000.00	\$	-
32	Temporary SS Cleanout & Block (Complete)	1	EA	\$ 400.00	\$	400.00	\$	400.00	\$	= =
	Total				\$	199,460.00	\$	189,450.00	\$	10,010.00

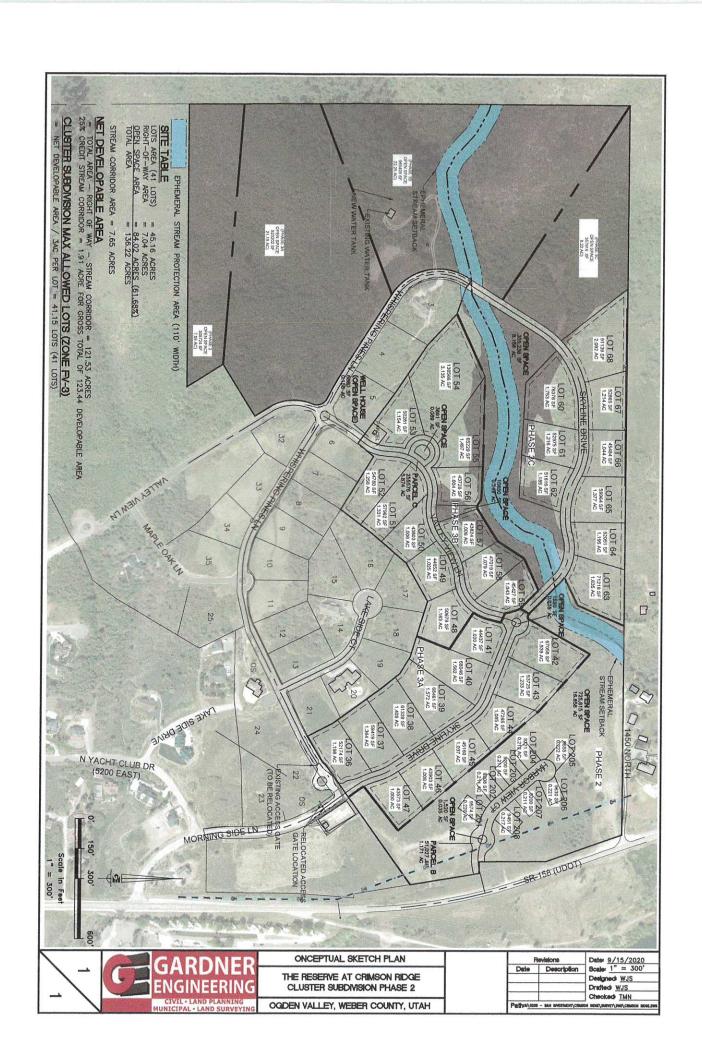
Item	Misc. Items (Phase 2A and Phase 2B)	QTY	Unit of Measure		Unit Cost		Escrow	Completed		Remaining
33	Roundabout irrigation system and landscaping (Grass Plus Landscaping Bid)	1	LS	\$	8,950.00	S	8,950.00	\$ 	S	8,950.00
34	Street sign with stop sign	3	EA	\$	440.00	S	1,320.00	\$ -	\$	1,320.00
	Total			H		\$	10,270.00	\$ -	\$	10,270.00

Subtotal	\$ 1,292,672.00	\$ 496,042.00	\$ 796,630.00
10% Contingency	\$ 129,267.20		\$ 129,267.20
Total Escrow	\$ 1,421,939.20		\$ 925,897.20

Total Escrow Amount	S	925 897 20
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Exhibit B: County Engineer-Approved Construction Drawings

See following 28 pages



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

WEBER COUNTY, UTAH

TRAFFIC CONTROL & SAFETY NOTES

. NO STREET SMALL BE CLOSED TO TRAFFIC WITHOUT WRITTEN PERMISSION FROM THE WEBER COUNTY TRAFFIC ENGINEER, EXCEPT WHEN IRECTED BY LAW ENFORCEMENT OR FIRE OFFICIALS. EMPRICATION AND DETOURNED SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CARRENT STATE OF UTAH DEPARTMENT CANNOT ANY OFFICE ANY OFFICE OF THE CARRENT WEBER COUNTY FAMOURD ANY OFFICE AND THE CARRENT WEBER COUNTY EMPAREE PRICAR TO ANY WORK.

. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PROVIDE FOR SMOOTH TRAFFIC FLOW AND SAFETY. ACCESS SHALL BE MAINTAINED FOF LL PROPERTIES ADJACENT TO THE WORK.

TOURING OPERATIONS FOR A PERIOD OF SIX CONSECUTIVE CALEBUAR DAYS, OR MORE. REQUIRE THE INSTALLATION OF TEMPORARY ET STREPING AND REAVILY, OF ATTERERING STREPING SY AMADILATING, THE DETOURING STREPING PLAN OR CONSTRUCTION TRAFFI TROL, PLAN MUST BE SUBMITTED TO THE WEBER COUNTY TRAFFIC EMPIREER FOR RETIREN AND APPROVAL.

. ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE END OF THE WORK TO THE SATISFACTION OF THE WEBER COUNTY TRAFFIC ENGINEER

TRAFFIC CONTROL DEVICES (TCOs) SHALL REMAIN VISIBLE AND OPERATIONAL AT ALL TIMES.

UTILITY DISCLAIMER

E CONTRACTOR SI SECUPIOLAL CONTROMED THAT EXSTING INDERGRADADO ITTLITES AND IMPROVIMENTS ASE ROWNEND HAS THE PROPERTY OF THE P

NOTICE TO CONTRACTOR

СООТИКАТОВЕ МО ВИСООТИКАТОВЕ РЕГРОВИМО МОМЕ ВОМО МОМ ОВ ПЕДАТЕЛ ТО ТО ТЕКЕ ГАМЕ ЗНАС СОМОТЕТ ТЕКЕ. ООТИМАТОВЕ МО В ВОВООТИКАТОВЕ В РЕГРОВИМО В МОМЕ РЕДЕТ ТО МОМЕМА ОТ ВЕТЕТ ТО ТО ТЕКЕ ГАМЕ ЗНАС ООТИМАТОТЕ В МО ООТИМАТОВЕ МО ДЕ ОТВОТИТЕ МЕЕ МОМЕМЕ В МОМЕ РЕДЕТ ТО МОМЕМА ОТ ВЕТЕТ ТЕ ОТМ. В ПОВЕТЕТ ТЕ ОТМ. ВОВОЕМЕ МО ТОВТЕ ОТ ИТМ ОБЕМИТЕТ В ООТИМАТОТЕ В МОМЕМЕТ В ВОБЕСОПИКАТОВЕ ООТЕПАТОВЕ МО МИТЕТ ТЕ ОТМ. В МОМЕМЕТ МО ТОВЕТЕ. ТОВТЕ В ОТ МАН ОБЕМИТЕТ В ООТИМАТОТЕ В МОМЕМЕТ В ВОБЕСОПИКАТОВЕ МО В ВОВЕТЕТ ТЕ ОТМ. В МОМЕМЕТ В МОМЕМЕТ В ВОВЕТЕТ В В ВОВЕТЕТ В В ВОВЕТЕТ В В ВОВЕТ

CHRINCHOR HUMFIER, AGRETS HIM HE SHALL ASSIME SOLE AND COMPETTE GESPONSIMENT FOR XID-SHITE CONSTRUCTIONS DOMEN IN PECUNISECT CONSTRUCTION OF THIS GROUPES LICE AND LEDGESCO. AND RECOVERED HIS SOLD RECOVERED HIS MADE AND THE CONSTRUCTION OF THIS GROUPES LICE AND THE THE CONTRUCTION OF THE SECURISECT HIS MAD THE CONTRUCTION OF THE LICE TO NO RECOVERED HIS MAD THE FEB OR MANCE AND THE CONTRUCTION HIM THE PERSONALING OF THE CONTRUCTION OF THE CONT

SANITARY SEWER GENERAL NOTES

- DISTANCES SHOWN ON PLANS ARE APPROXIMATE AND COULD VARY DUE TO VERTICAL ALIGNMENT.
- THE LEVELOUS SHOWLARE APPROXIMETE DAY, AND ASE WIT TO BE TAKEN AS FAIL ELEVELOUS PREJECTION THAT OF SHALL USE PREJAST COMPETE AUSTREAM PRASE AGROUT AND STEELS BANKET ON AUSTRITHE MANAGETE FRAMETO THE REQUIRED FRAIL GROUE CONFORMANCE WITH THE STANDARD SPECIFICATIONS, ALL FRAMES SHALL BE AUJUSTED TO FRAIL GROUE
- ALL SANITARY SEWER MAIN TESTING SHALL BE IN ACCORDANCE WITH THE WEBER COUNTY STANDARDS AND SPECIFICATIONS, COPIES OF ALL TEST RESULTS SHALL BE PROVIDED TO THE PUBLIC WORKS SANITARY SEWER DEPARTMENT HEAD PRIOR TO FINAL ACCEPTANCE. COMPACTION TESTING OF ALL TRENCHES WITH THE PROJECT SITE MUST BE ATTAINED AND RESULTS SUBMITTED TO THE WEBER COUNTY ENGINEER PRIOR TO FINAL ACCEPTANCE
- ECT ALL EXISTING STRUCTURES AND IMPROVEMENTS DURING INSTALLATION OF SANITARY

- CONTRACTOR IS TO INSTALL BENTONITE CLAY CUTOFF COLLARS AS SHOWN IN PLAN AND PROFILE SHEETS

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

Know what's below.

Call 811 before you dig

BLUE STAKES OF UTAH

- ALL GRAVITY SANITARY SEWER LINES SHALL BE SDR-35 PVC MATERIAL. SEWER LINE CONSTRUCTION AND MATERIALS SHALL CONFORM TO ASTM STANDARDS AND SPECIFICATIONS.

- HERE CONNECTION TO EXISTING UTILITY IS PROPOSED, CONTRACTOR SHALL VERHY LOCATION AND ELEVATION AND NOTHY INTERPRIGHEER IF LOCATION AND ELEVATION OF EXISTING UTILITY VARIES FROM THE DESIGN.

- AMERA TESTING AND PRESSURE TESTING PER WEBER COUNTY STANDARD.

DEVELOPERS:

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

GENERAL NOTES

THE CONTRACTOR SHALL COORDINATE AND COOPERATE WITH WEBER COUNTY AND ALL UTILITY COMPANIES, INVOLVED WITH REGARD TO RELOCATIONS OR AUSTIMENTS OF ENSITING UTILITES DURING CONSTRUCTION AND TO ASSURE THAT THE WORK IS ACCOMPLISHED IN A TIMELY FASHION AND WITH A MAINAMAI DISRUPTION OF SERVICE.

HE CONTRACTOR IS RESPONSIBLE FOR PROVIDENCIAL LAKIOR AND MATERIALS RECESSANT FOR THE COMPLETION OF THE INTENDED IMPROVIDENTS SHOWN IN THESE DROWNINGS OR DESIGNATED TO BE PROVIDED, INSTALLED, CONSTRUCTED, REMOVED AND RELOCATED UNLESS SPECIFICALLY NOTED OTHERWISE.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL UTILITY RELOCATIONS CONSISTENT WITH THE CONTRACTORS SOHEDLILE FOR THIS PROJECT, WHETHER SHOWN OR NOT SHOWN AS IT RELATES TO THE CONSTRUCTION ACTIVITIES CONTRACTOR IN TREES PLANS.

SWPPP GENERAL NOTES

CONTRACTION SHALL ORTAN ALL RECESSAY PERMITS AS REQUIRED BY WREET COUNTY AND STATE
7 ALL SIRRUPTURAL REGOOD MEASURES BY BE RESTALL TO A SECOND OR THE RESTAL

STORM SEWER GENERAL NOTES

THE COMPACTOR SALL BE RESPONSED FOR THE FOLLOWING.

JOHN MAN, ALL REQUERED FEMALE FROM THE FOLLOWING.

MEDIT OF MAN, ALL REQUERED FEMALE FROM THE FOLLOWING.

RESPECTIVENED OF DESTRICA MERCHANCES COUNTY OF LUMIED TO FEMELS, 500, LANDSCAPEN, PAYEMENT, SPRENCLES

MESTICALIZATION.

SYSTEM.

EVENTATION AND PROTECTION OF ALL EXISTING MAPROVEMENTS WITHIN THE LIMITS OF CONSTRUCTION.

OPERSPICATION AND PROTECTION OF ALL EXISTING MAPROVEMENTS WITHIN THE LIMITS OF CONSTRUCTION.

EVALL PERMITTING, DEVELOPMENT, LOCATION, CONNECTION AND INSPECTION AND SCHEDILLING FOR SUCH.

IN BLEINATIONS SHOWN ARE IMPROMANTED MY MAD ARE NOT TO BE TAKEN AS FRAMELENATION, PRELINE CONSIGNORS SHALL ISEE PRECAST CONCRETE ACAIMENT RINKS, GROTO, AND STEEL SHANE TO AUAST THE MANDLE FRAME TO THE ESCUREDE THAN (GAGE IN COMPOSMANTE WITH WERER COUNTY STANDARDS AND SPECIFICATIONS AND PLANES. ALL FRAMES SHALL BE AUJUSTED TO FINAL DRADE FROM TO PLACEMENT OF SAPANLT PANNES.

COMPACTION OF ALL TRENCHES WITHIN THE PROJECT SITE MUST BE ATTAINED AND COMPACTION RESULTS SUBMITTED TO THE ENGINEER AND WEBER COUNTY PRIOR TO FINAL ACCEPTANCE.

ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH THE PAVEMENT AND SHALL HAVE TRAFFIC BEARING LIDS STORM SEWER LIDS SHALL BE LABELED "STORM DRAM".

WHERE CONNECTION TO EXISTING UTILITY IS PROPOSED, CONTRACTOR SHALL YERIFY LOCATION AND ELEVATION AND DEFINITION OF EXISTING UTILITY VARIES FROM THE DESIGN

CULINARY WATER IMPROVEMENTS TO CONFORM TO CRIMSON RIDGE WATER COMPANY UTILITY STANDARDS AND SPECIFICATIONS ALL IMPROVEMENTS TO CONFORM TO CURRENT WEBER COUNTY STANDARDS AND SPECIFICATIONS

GENERAL GRADING NOTES

ALL MATERIAS, MORRAMASIER PARO DONSTRUCTION OS RITE MAPROCINCERATIS RIALL MEET OR ECCEDE THE SE ANDARDOS MAD RECERDATIONIS RIT FORMETH WIT HE WEERE CONNET VENIMEER, FLAMWIG, CODES AND RECEITATIONS AND APPLICABLE STANDARDS, RECERDAL REGULATIONS, WHEER THERE IS CONNECT BETWEEN THESE PLANS AND RECEITATIONIS, OR ARY APPLICABLE STANDARDS, HERICARD COLUMET STANDARD SHALL PARY.

THE CONTRACTOR IS REFORMANT CANTINGED THAT THE CONTROL AND RELIGIOUS OF EXTENSITIETIES. AS SERVING ON THESE PARKS IS MARROUND THE SERVING ON THE SERVING ON

THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL HECESSARY PERMITS FROM ALL APPLICABLE ACRUCES. THE CONTRACTOR SHALL NOTIFY THE DESIGNATED PUBLIC WORKS INSPECTOR AT LEAST 48 HOURS PROPE TO THE START OF ANY EARTH DISTURBING ACTIVITY, OR CONSTRUCTION ON ANY AND ALL PUBLIC IMPROVEMENTS.

S, THE CONTRACTOR SHALL HAVE ONE (1) COPY OF APPROVED PLANS, AND ONE (1) COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS AND A COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED FOR THE JOB, ON SITE AT ALL TIMES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY INCLUDING BUT NOT LIMITED TO, EXCAVATION, TRENCHING SHORNG, TRAFFIC CONTROL, AND SECURITY

IFE DURING THE CONSTRUCTION PROCESS CONDITIONS ARE EXCOUNTERED BY THE CONTRACTOR, HIS SUBCONTRACTORS, OR OTHER AFFECTED PAPTER, WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE ENGINEER MANEDIATELY.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADWAYS FREE AND CLEAR OF ALL CONSTRUCTION DEBYS AND DIRT TRACKED FROM THE SITE.

IS THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING AS BUILT DRAWINGS ON A SET OF RECORD DRAWINGS KEPT AT THE CONSTRUCTION SITE, AND AVAILABLE TO THE WEBER COUNTY INSPECTOR AT ALL TIMES.

THE CONTRACTOR SHALL SEQUENCE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO MINIMIZE POTENTIAL UTILITY CONFLICTS. IN GENERAL, STORM SEMER AND SANITARY SEMER SHOULD BE CONSTRUCTED PRIOR TO INSTALLATION OF WATER LINES AND DRY UTILITIES

CULINARY WATER GENERAL NOTES

12. PRIOR TO TAKING WATER FROM A WEBER COUNTY FIRE HYDRANT, THE CONTRACTOR SHALL MAKE UTILITY TO OBTAIN A WATER METER. 11. CONTRACTOR IS RESPONSIBLE FOR ARRANGING FOR ALL REQUIRED INSPECTIONS. 10. STREETS ADJACENT TO THE PROJECT SHALL BE CLEAN AT ALL TIMES. 9. WEBER COUNTY MAY REQUIRE A PRE-CONSTRUCTION MEETING BEFORE A PERMIT IS ISSUED.

B. THE CONTRACTOR SHALL CONTACT BLUE STAKES FOR LOCATION MARKING PRIOR TO COMMENCING EXCAVATION ACTIVITIES

ALL RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND ALL SUBSEQUENT REPORTS, ADDENDUM ETC. SHALL BE CONSIDERED A PART OF THIS GRADING PLAN AND SHALL BE COMPUED WITH. CONTRACTOR SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN BY INSTALLING BMP'S PRIOR TO COMMENCEMENT OF EXCAVATION ACTIVITIES. CONTACT THE WEBER COUNTY INSPECTOR FOR INSPECTION. EDUST SHALL BE CONTROLLED BY WATERING OR OTHER APPROVED METHODS.

, NO FILL SHALL BE PLACED UNTIL VEGETATION HAS BEEN REMOVED AND SUB-GRADE PREPARED PER THE SOILS REPORT COMPACTION REQUIREMENTS AND TESTING SHALL BE PERFORMED TO MEET WEBER COUNTY STANDARDS

. ALL INSTALLATION AND MATERIALS SHALL CONFORM TO CRIMSON RIDGE WATER COMPANY STANDARDS, SPECIFICATIONS AND PLANS ANALABLE UPON REQUEST.

BEFORE AN DURING BACK FILL OPERATIONS, CONSTRUCTION WORK WILL BE INSPECTED BY A REPRESENTATIVE OF CRIMSON RUDGE WATER COMPANY. THRUST BLOCKING IS REQUIRED AT ALL BENDS AND FITTINGS. THE ROOS SHALL BE USED AT ALL BENDS AND FITTINGS WHERE THRUST BLOCKS DO NOT BEAR AGAINST UNDISTURBED SOIL.

S. A MINIMUM HORIZONTAL CLEARANCE OF 10 FEET SHALL BE MAINTAINED FROM SANITARY SEWER MAINS A ALL WATERLINES AT SEWER CROSSINGS SHALL BE LOCATED ABOVE AND HAVE AN 18-INCH VERTICAL SEPARATION FROM THE SEWER PIPE.
IF THIS IS NOT PROVIDED, THE WATERLINE SHALL BE INSTALLED WITH 20 LF. OF CONCRETE CASING CENTERED OVER THE SEWER PIPE. DISINFECTION TESTS IS REQUIRED PER WATER COMPANY SPECIFICATIONS.

NELSS OTHERWISE SPECIFED, ALL WATERLINES SHALL BE MWAN CORD FOR CLASS 300 PER FER AND EDAY, MANDRIT ASSEMBLES SHALL CORRECT OF A ACTREE FOUNDEYS OF DEMONST FORWATTE CONTROL FOR WATER COMMANY PROPROSED DIVIN'S PACKED NA BOOK IN THE PANKE STEPS. WATER LINES SHALL BE ADMITTED NO BETH AND CATE VALVES IN LOCATIONS AS NOT TO RETURNES WITH STORM DANA CONSESSED. CONTRACTOR SHALL LOCATE VALVES PRIOR TO CONNECTION WITH EXISTING SYSTEM, BUT SHALL NOT OPERATE ANY VALVE WITHOUT PERMISSION FROM THE WATER UTILITY.

10. THERE SHALL BE A WATER SUPPLY TO THE DEVELOPMENT BEFORE ANY WOOD CONSTRUCTION STARTS. 9, ALL WATER MAINS, VALVES, FIRE HYDRANTS, SERVICES AND APPURTENANCES SHALL BE INSTALLED, TESTED, AND APPROVED PRIOR TO PAVING.

THE WATER UTILITY REQUIRES THE USE OF CORROSION RESISTANT MATERIALS FOR ALL CILIMARY WATER MAROVEMENTS. SPECIFICALLY, ROMAC BLUE BOLTS OR STANLESS STEEL BOLTS MAST BE USED ON ALL FITTINGS, FURTHER, ALL METAL FITTING POLY WRAPPED.

COVER SHETT

COVERAL SHETT LANGE

C3 - OVERALL SHETT LANGE

C3 - ENTRY ACCESS REGADING

C4 - ENTRY ACCESS REGADING

C5 - DRINGREE CALCS

C6 - EFFLUENT TREATMENT FACILITY

C6 - SETTLENT TREATMENT FACILITY

C7 - OVERALL GEADING PLAN (WITH PHASED WORK)

C9 - OVERALL GEADING PLAN (WITH PHASED WORK)

C9 - SWEPS STEAL A DETENTION PLAN

C11 - OVERALL GEADING PLAN (WITH PHASED WORK)

C9 - SWEPS STEAL AND ROCHLE

C9 - SKYLINE DRIVE - PLAN AND ROCHLE

C9 - SKYLINE DRIVE - PLAN AND ROCHLE

C9 - SKYLINE DRIVE - PLAN AND PROFILE

C9 - SKYLINE GETALLS (LARBOR VEW STATES SUBDIVISION)

C0 - SEPTLOETT REALMENT FACHLITY DETAILS

C4 - EFFLUENT TREALMENT FACHLITY DRIP SYSTEM DETAILS

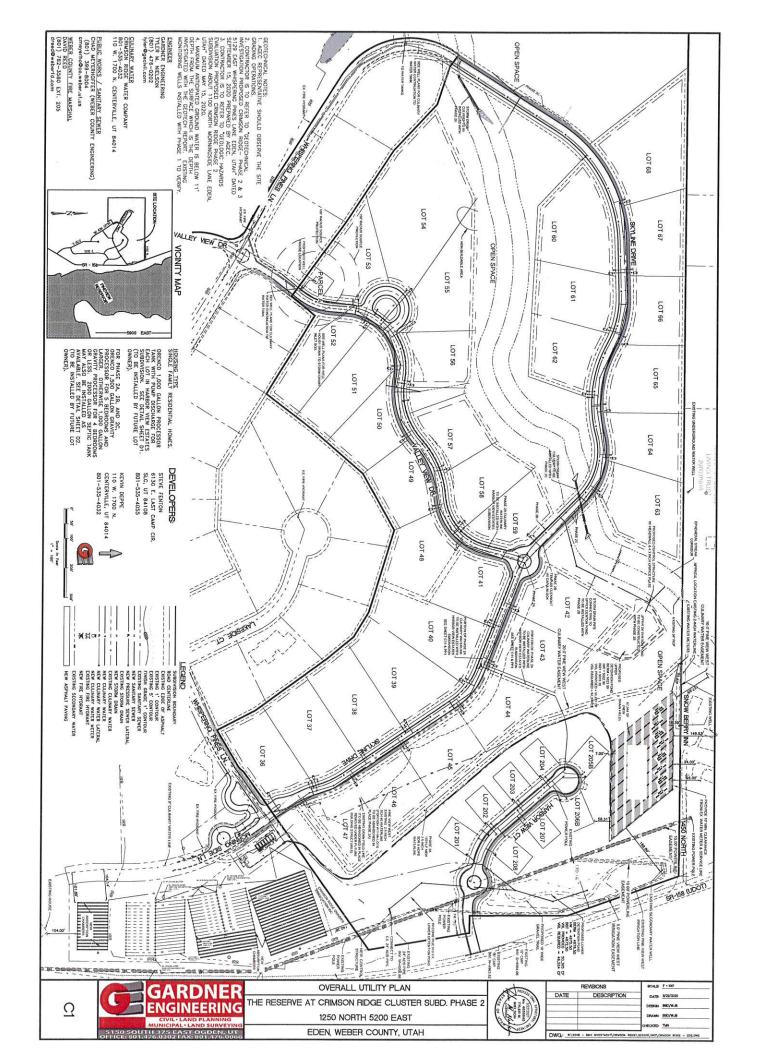
C5 - EFFLUENT TREALMENT FACHLITY DRIP SYSTEM DETAILS

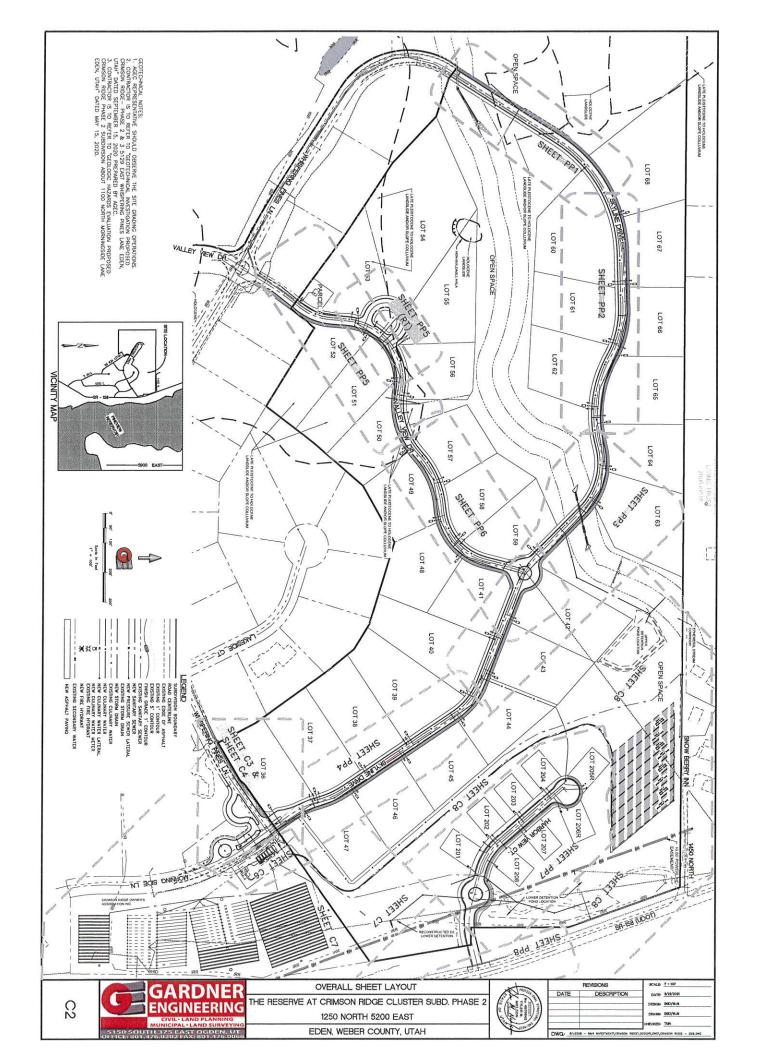
C6 - FFLUENT TREALMENT FACHLITY DRIP SYSTEM DETAILS

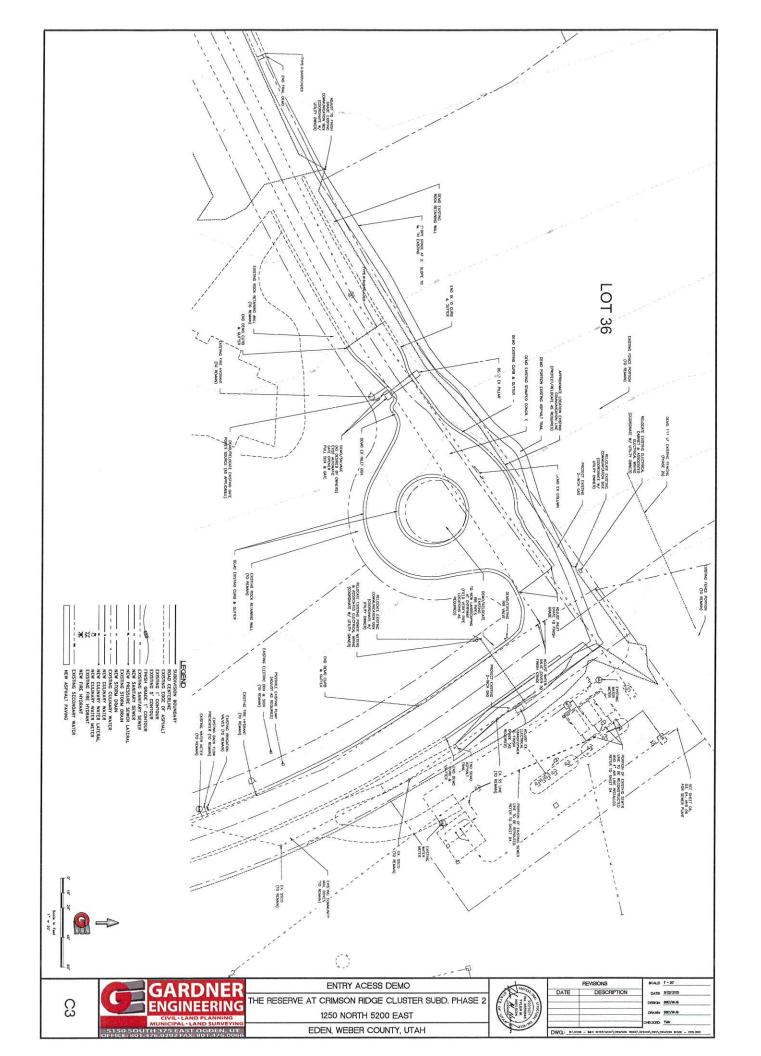
C6 - FFLUENT TREALMENT FACHLITY DRIP SYSTEM DETAILS

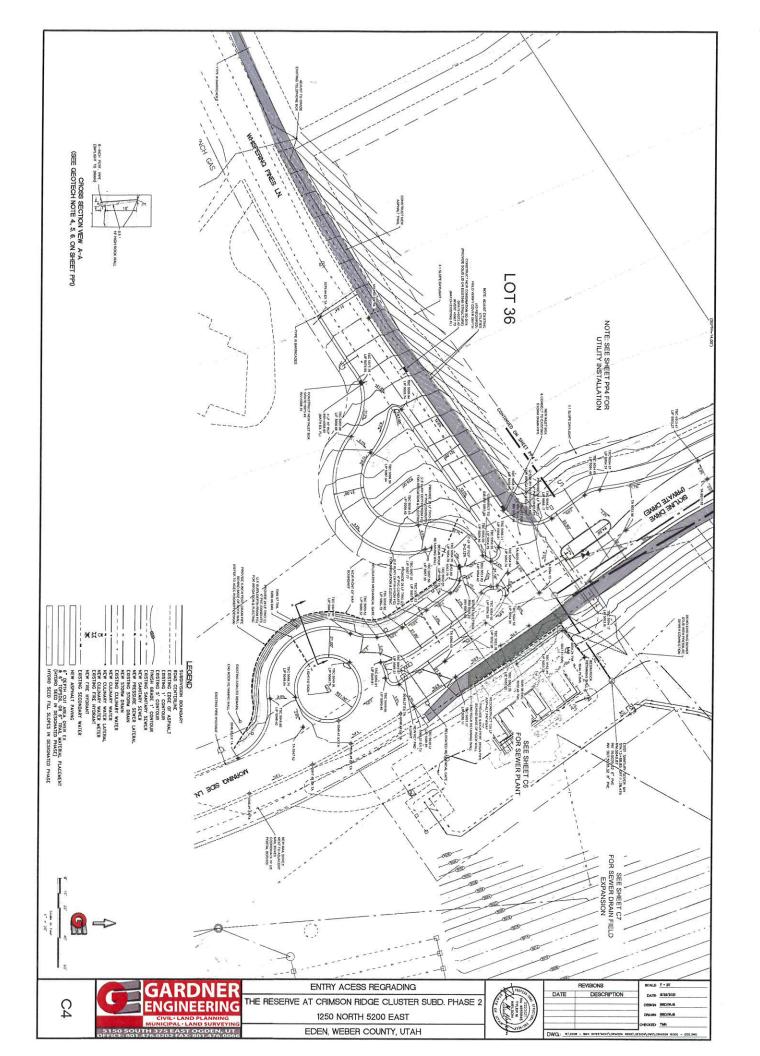
C7 - STATE CALCEST STATEMENT FACHLITY DRIP SYSTEM DETAILS

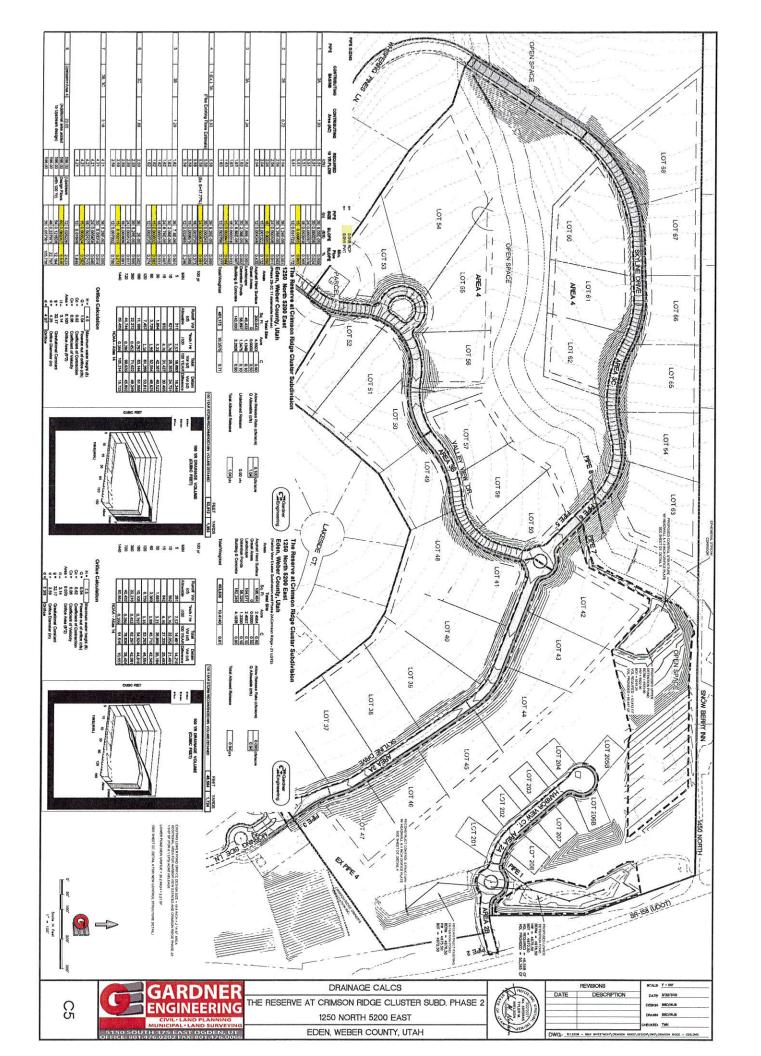
ALL MODRS SHALL DE NACCORANCE WITH THE LATEST APVAN STRADADES AND SPECIFICATIONS FOR PAULL POSICIOS AND PRIESE COLVENTY STADADES CONTRACTION SHALL DELIBER CONTINTE DENAMARE WAY FROM MELENGE CARRACTIONS FOR PAULL PRIESES, PRIESES COLVENT, FOR COLVENTY FOR MELENGE CARRACTIONS OF THE COLVENTY OF THE COLVENTY OF THE PAUL PRIESE STREET USES SHALL BE A MENUAL OF SA WITHOUT OF THE PAUL PRIESE MELENGE SHALL BE A MENUAL OF SA WITHOUT OF THE PAUL PRIESE SHALL BE A MENUAL OF SA WITHOUT OF THE PAUL PRIESE MELENGE SHALL BE A MENUAL OF SA WITHOUT OF THE PAUL PRIESE SHALL BE A MENUAL OF SA WITHOUT OF THE PAUL PRIESE SHALL BE A MENUAL OF SA WITHOUT OF THE PAUL PRIESES. THE RESERVE AT CRIMSON RIDGE CLUSTER SUBD. - PH. 2A, & HARBOR VIEW ESTATES SUBDIVISION CONSTRUCTION DOCUMENTS

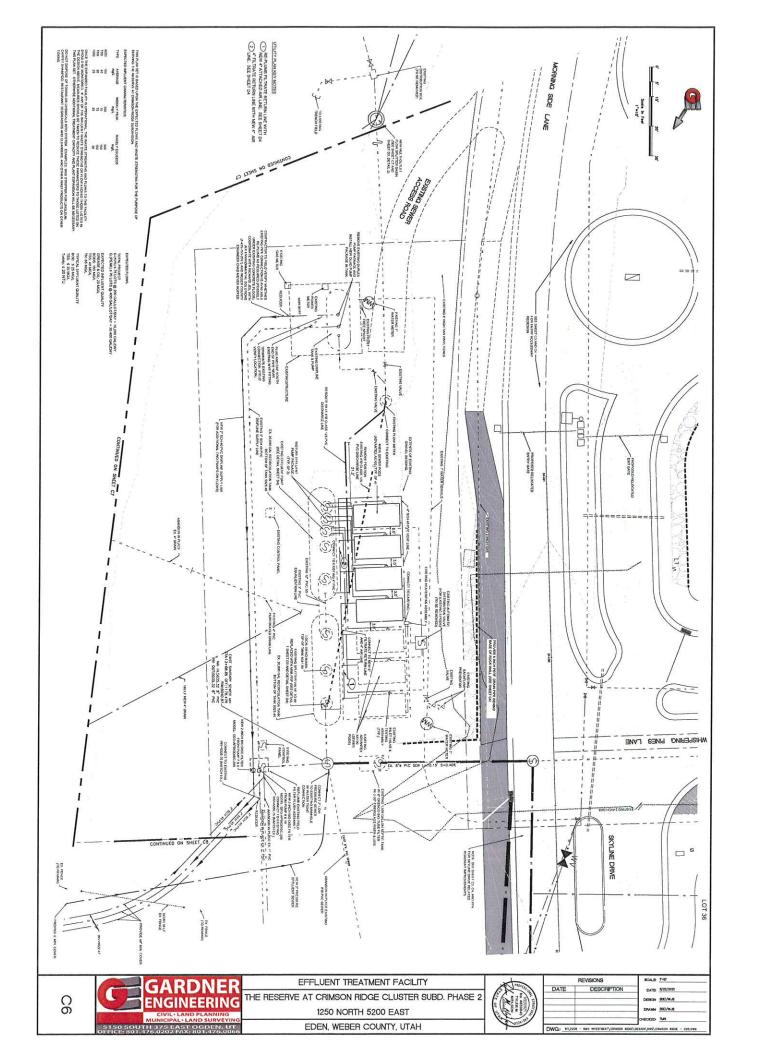


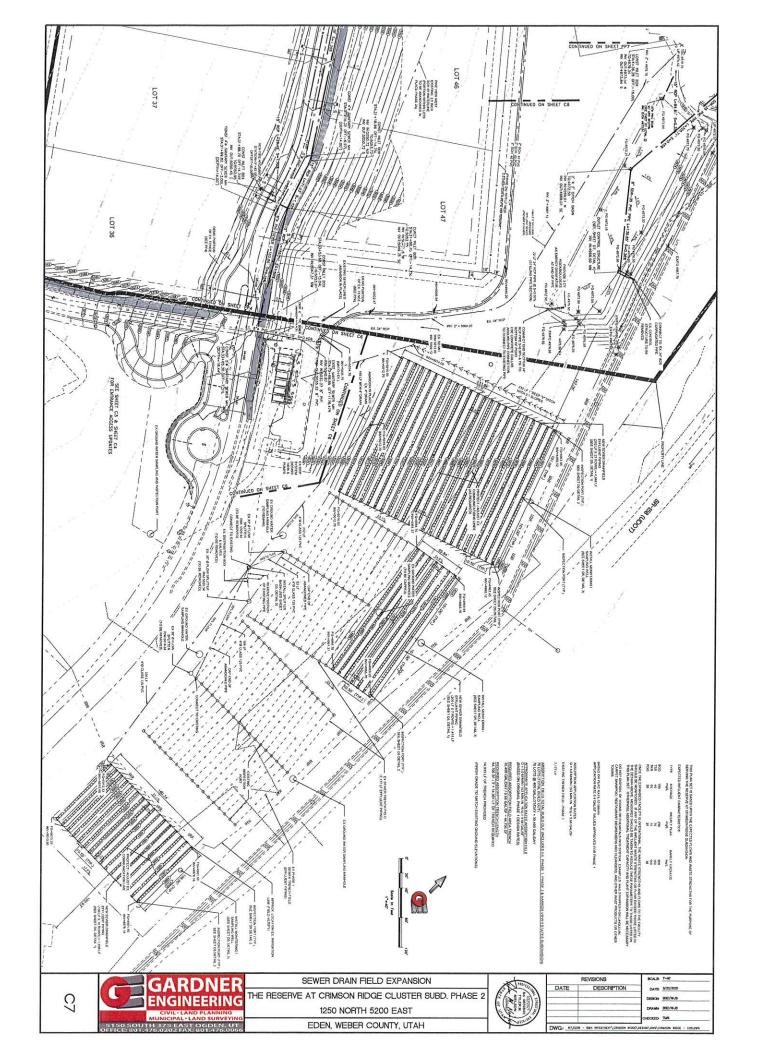


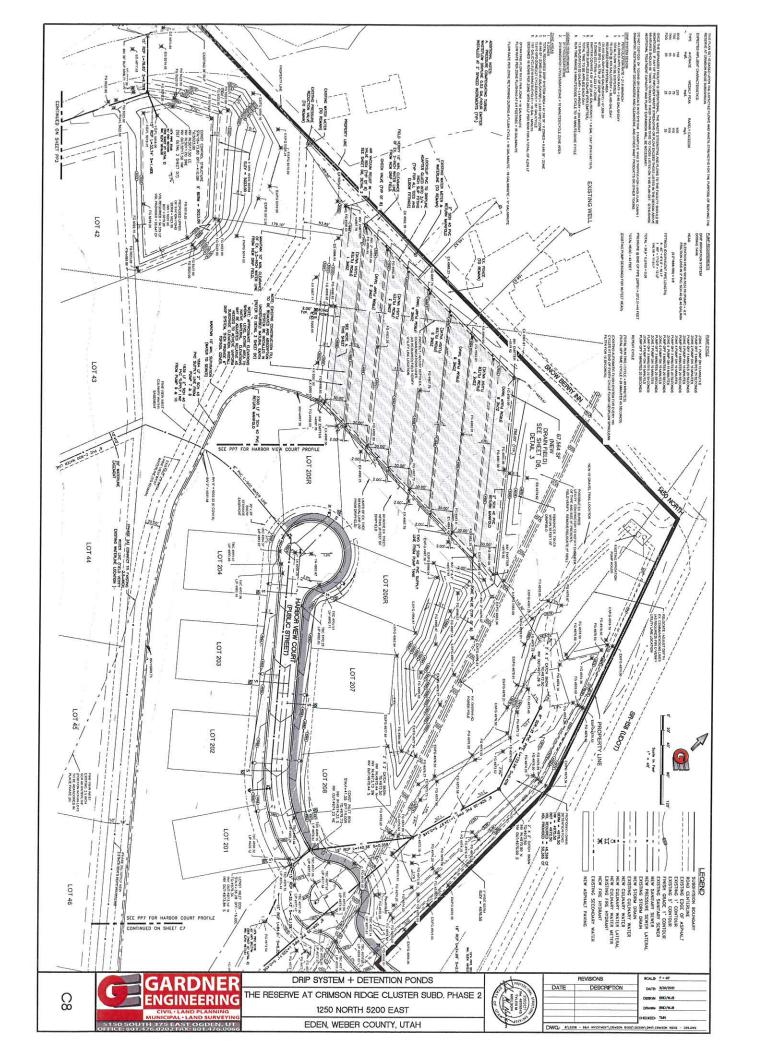


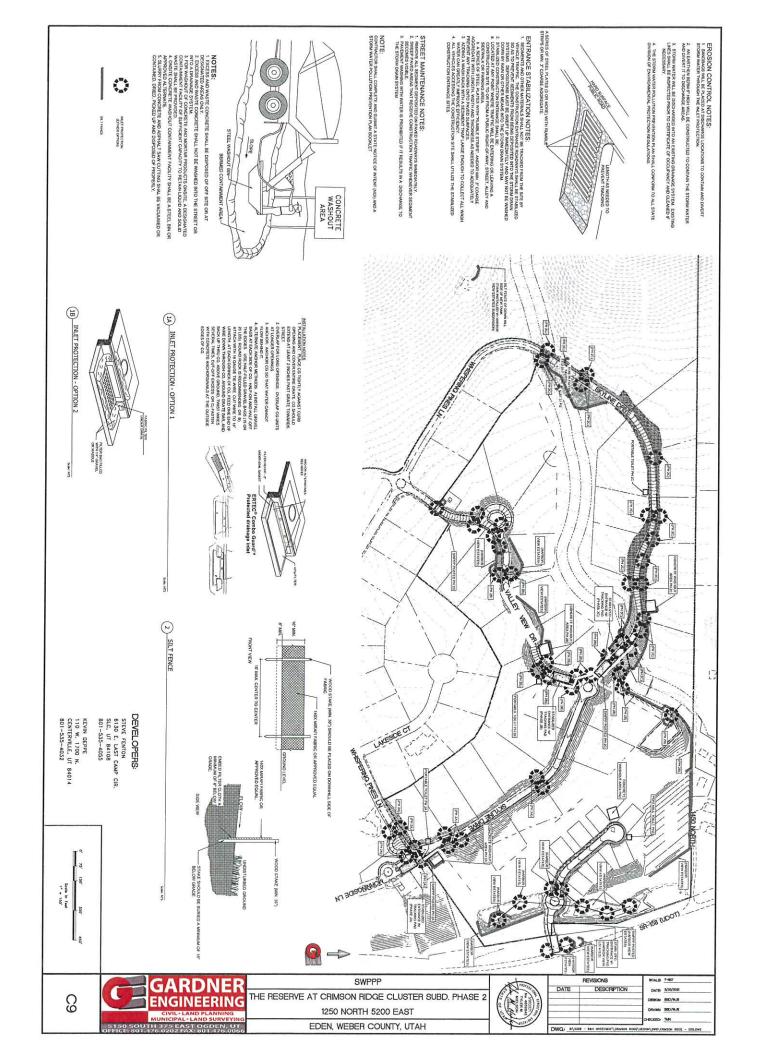


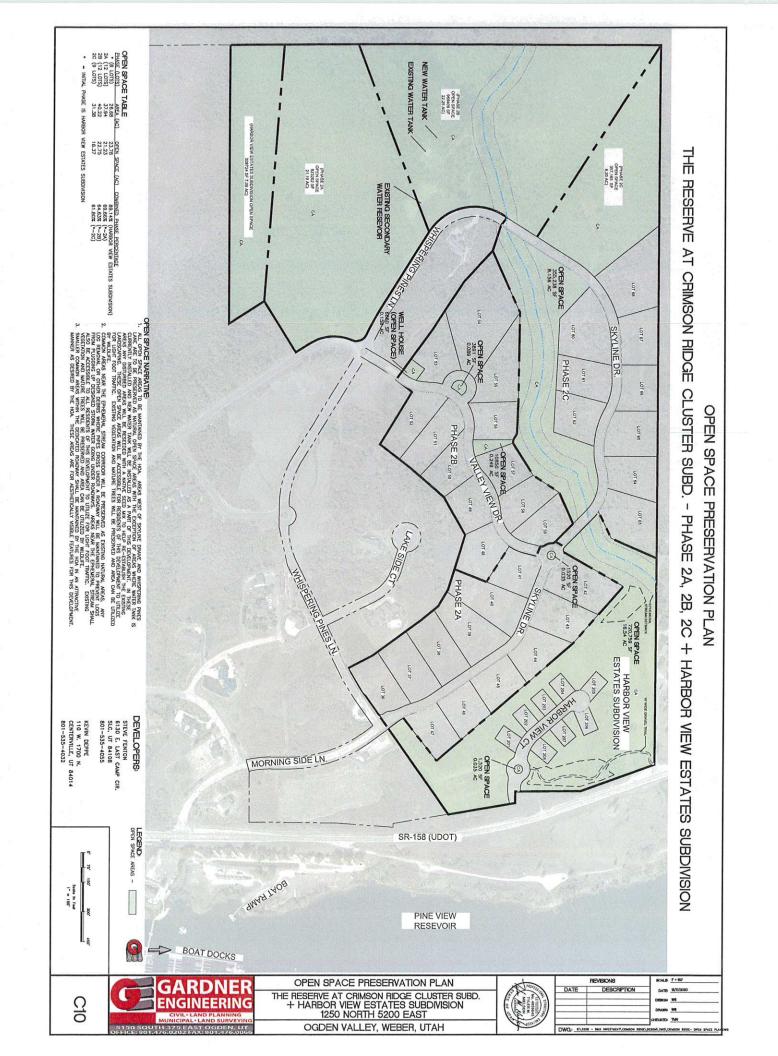


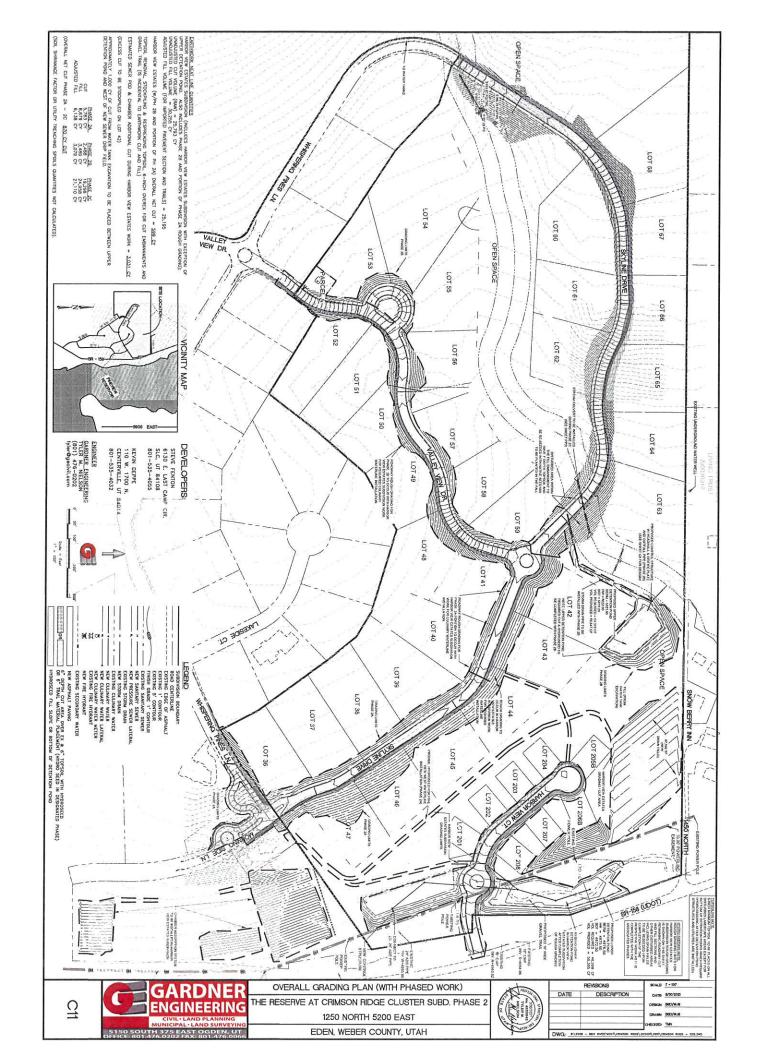


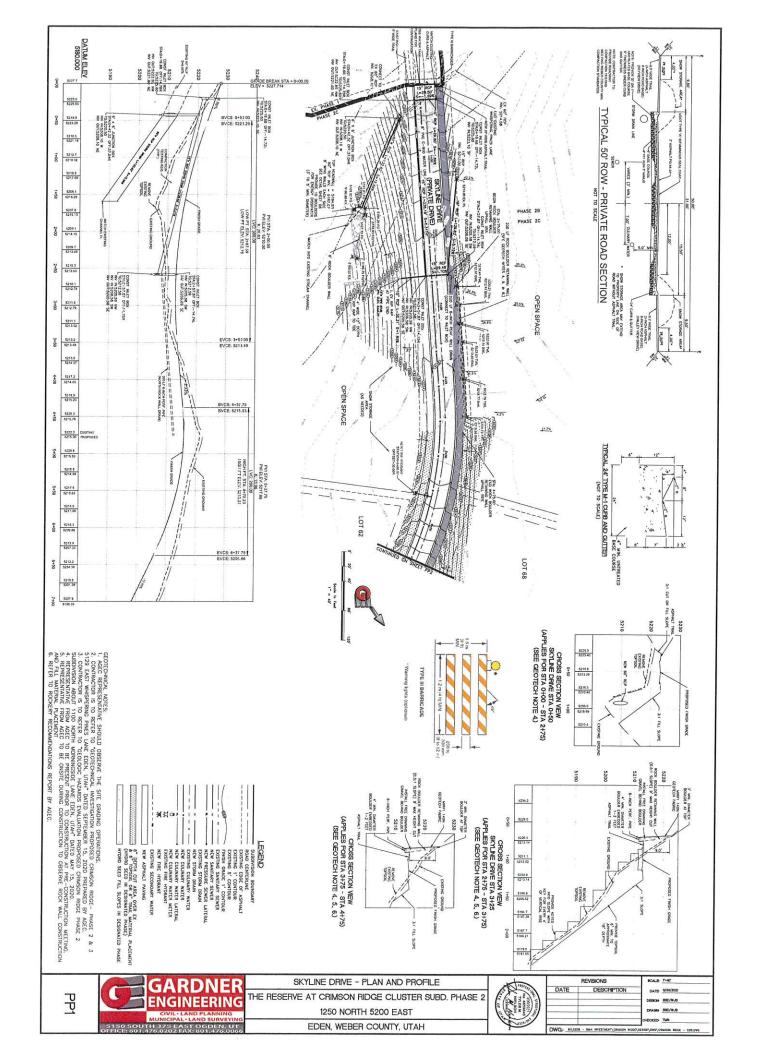


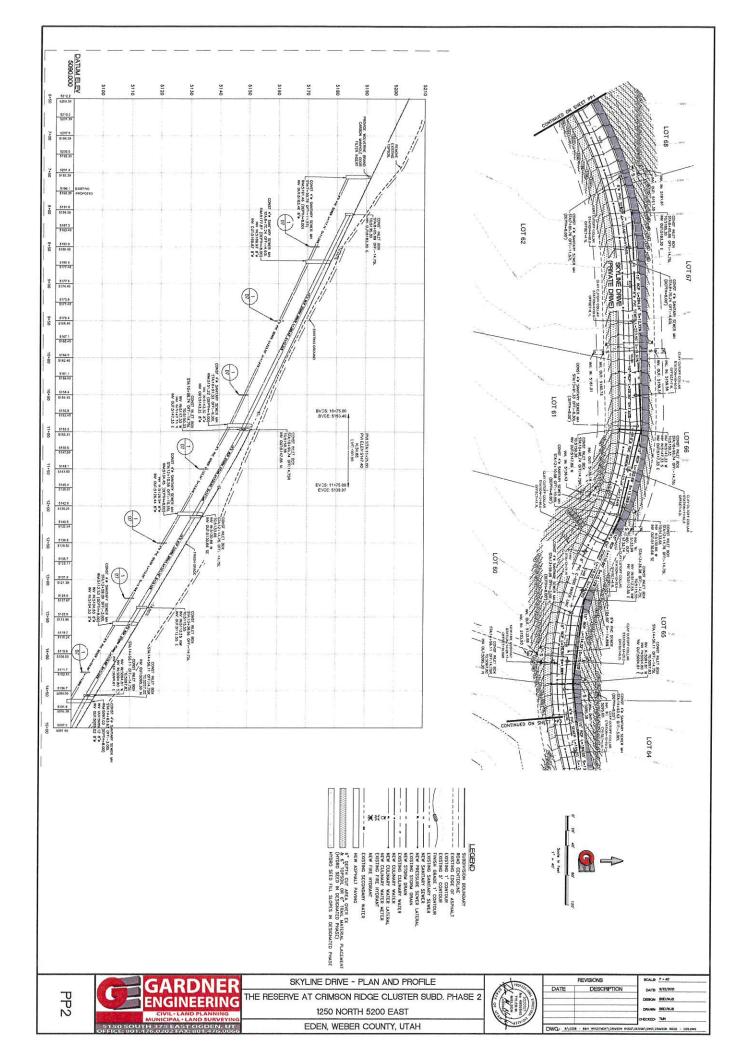


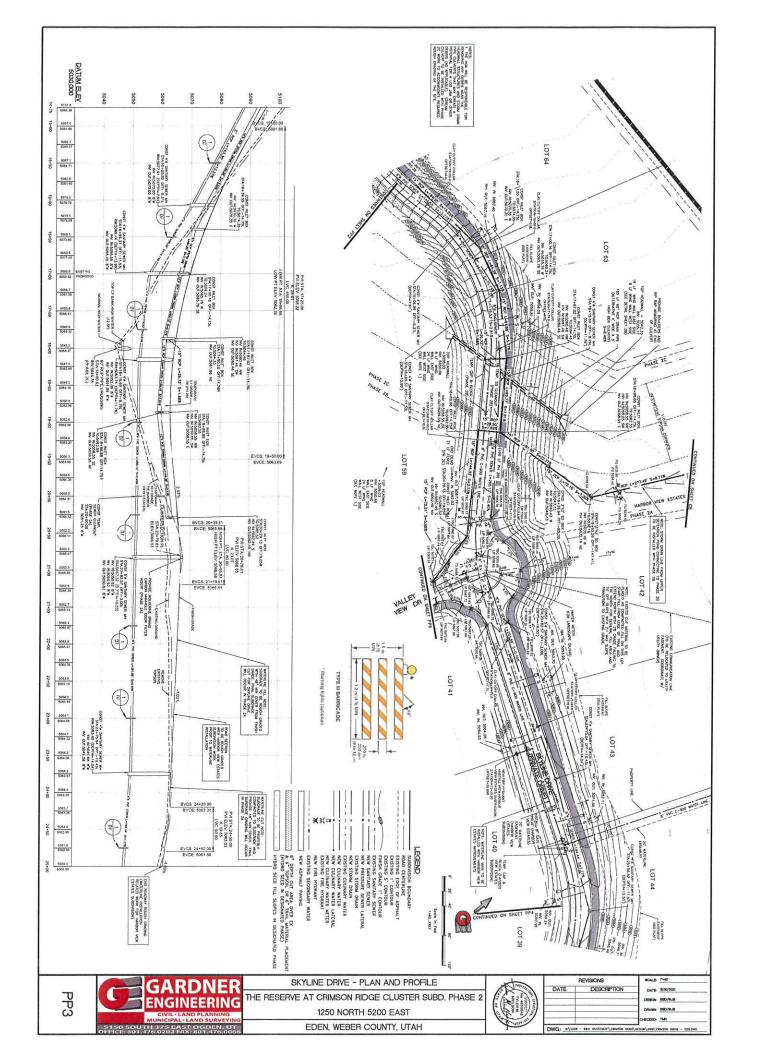


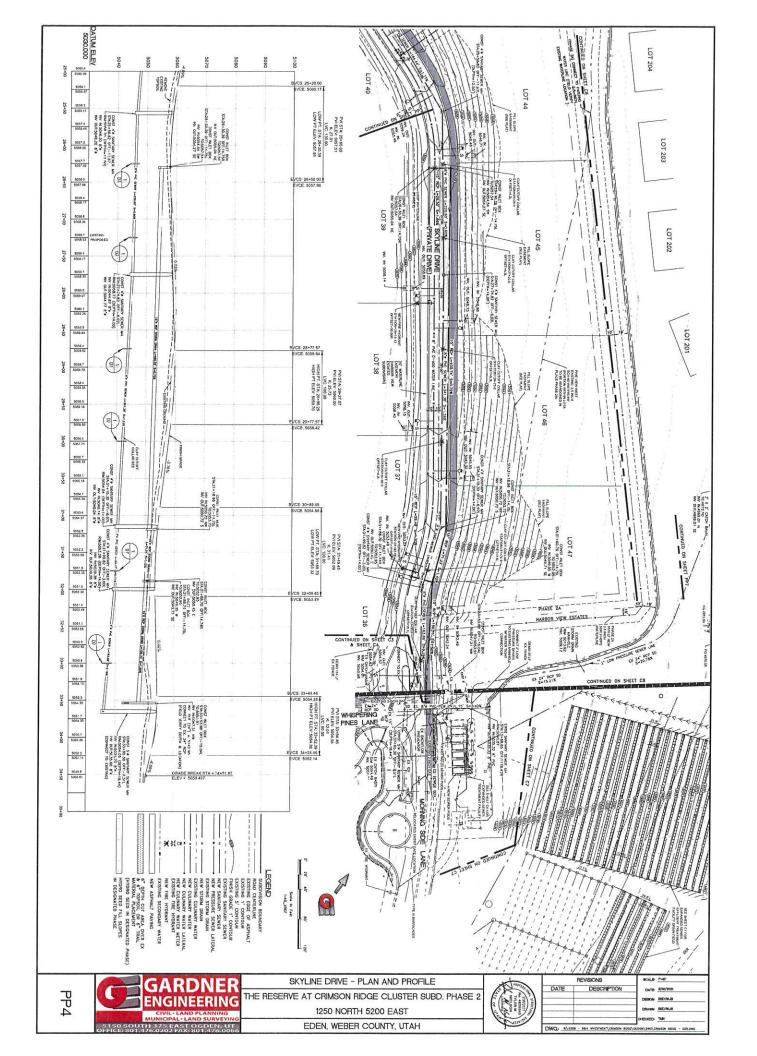


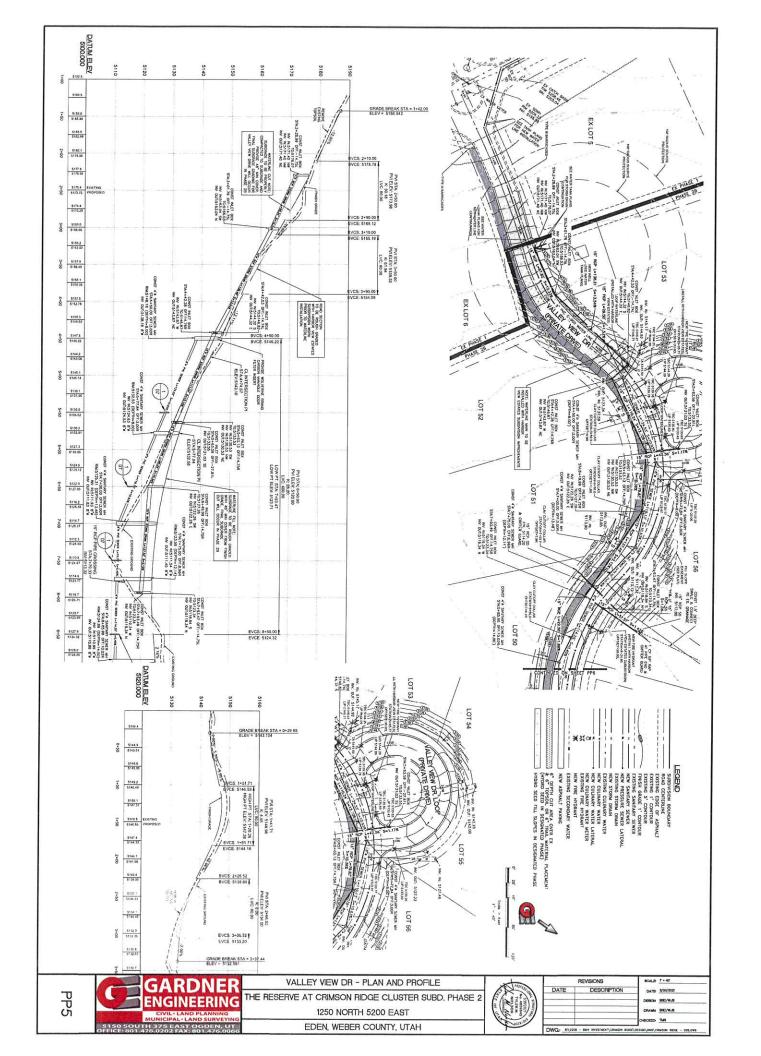


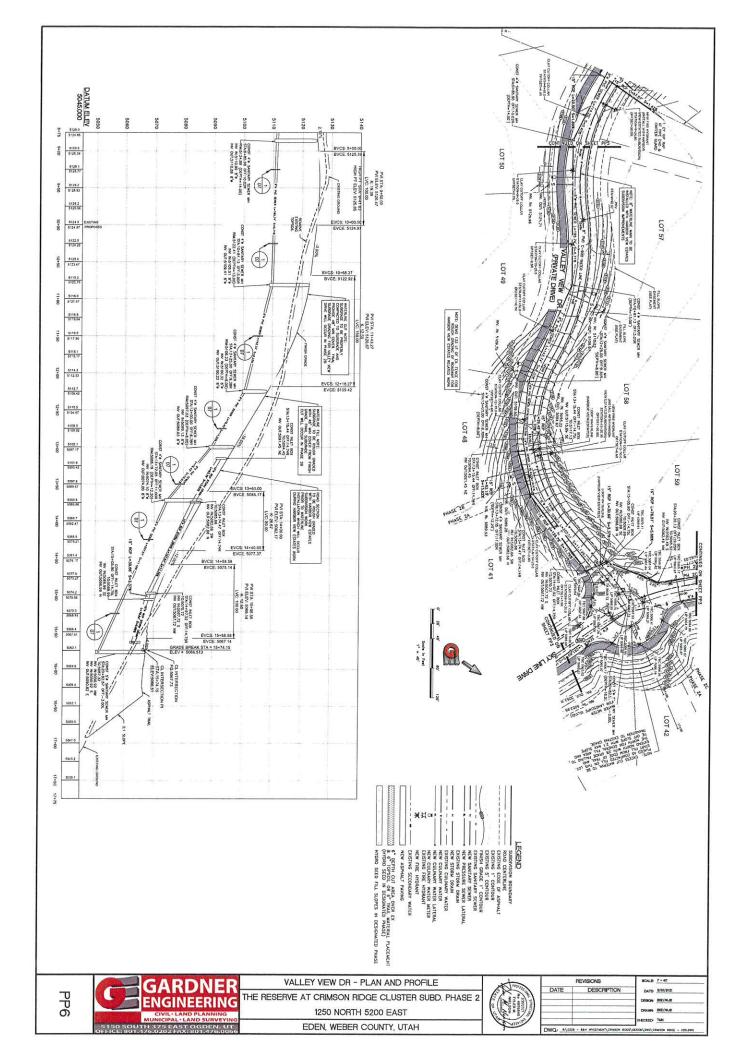


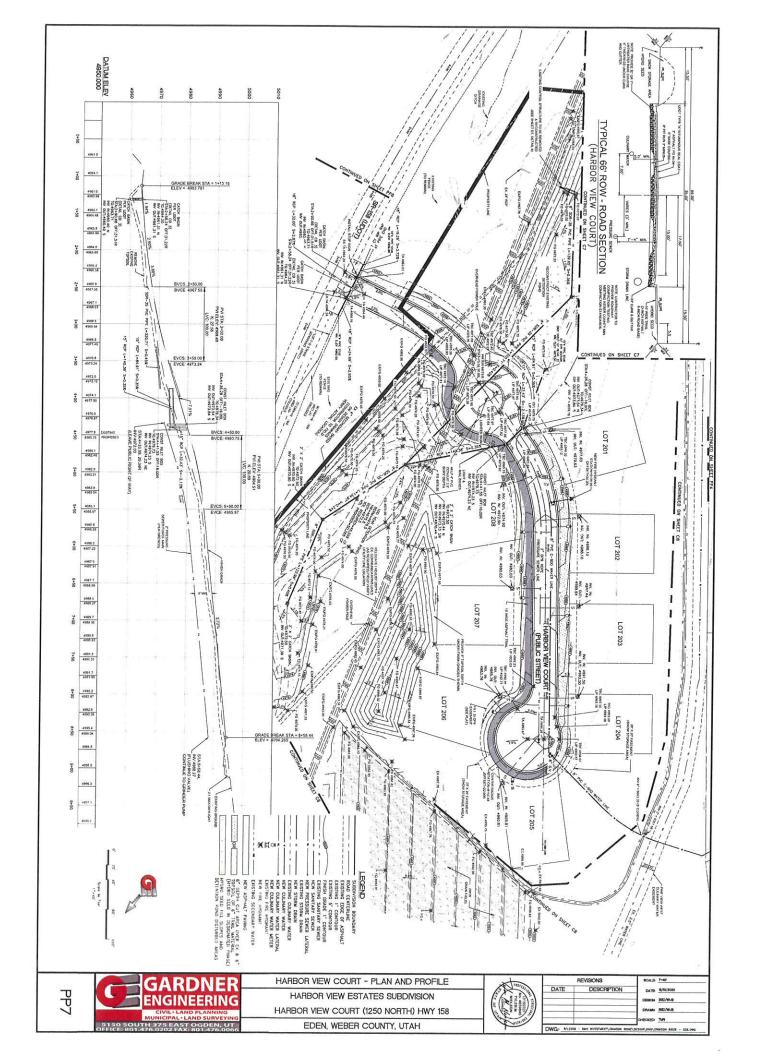


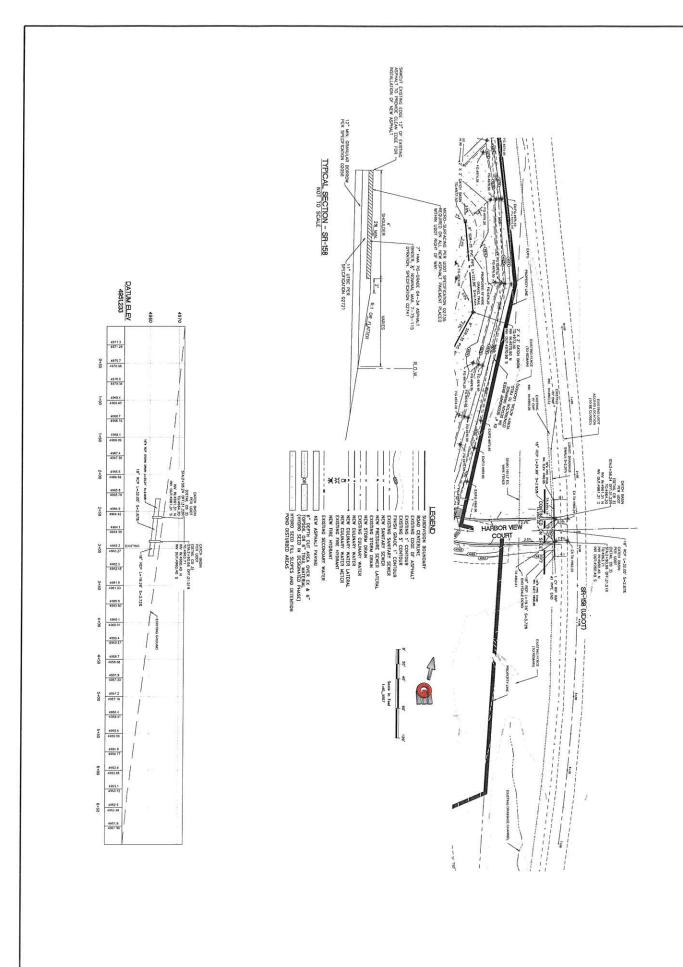




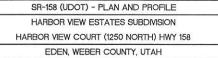














	REVISIONS	BCALB	140_3763*
DATE	DESCRIPTION	DATE	12/10/2020
-		DEBON	800/WJ9
-		DRAW	BBC/WJB
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Pump Selection for a Non-Pressurized System Crimon Ridge / Harbor View Estates - Effuent Sewer Section

20000

10.0 gpm 87.7 feet

Orenco

DURA-CRETEING DURA-CRETEING DISTON CONCRETE SPECIAL DISTON CONCRETE SPECIAL DISTON CONCRETE COM 2 1,500 GALLON TANK W/ PUMP (HARBOR VIEW ESTATES ONLY)
(1 REDIRODES OR LESS)
Scale (BOT TO SCALE) REINFORCING:
TANK - ASKANN BELDED WIRE
FARRIC CAGE
NA BAR OFFERLED TO C.
H. THE NA BAR OF O.C.N. W. SIDE VIEW TOP VIEW SPECS ON THICKNESS PLAUSS!" PLOOR S" LEBS!" FOR OBENCO PUMPS CONTACT
AUTHORIZED DEALER
AUX ENWIROMENTIAL SOLUTIONS
PO BOX 3663
LOCAN, UT BAZ23
LICAN, UT BAZ23

1) EFFLUENT PRESSURE SEWER TYPICAL SERVICE CONNECTION
Sease: (1907 TO SCALE) All service like connections shall be solvent winded. The only occeptable solvents and commits are those that are recommended by the pipe manufacturer. All service liderals from the effluent sever main to the property line shall be pressure tested prior to any booksting. Road Serioce 12 - Inch Diameter Access Port
w/ Cast Iron Lld

1500 GALLON SEPTIC TANK DETAIL

Not Discharge (gpm)

GARDNER ENGINEERING

SQUART X 6" DEEP ATTA BOSES SENTER

EOW C

CONCRETE FLOOR (IF WEEDED)

1 1/2" BALL YALVE

SEWER DETAILS - HARBOR VIEW ESTATES SUBDIVISION THE RESERVE AT CRIMSON RIDGE CLUSTER SUBD. PHASE 2

1250 NORTH 5200 EAST

EDEN, WEBER COUNTY, UTAH

NTR	BCALB	REVISIONS	
N/22/202	DATE	DESCRIPTION	DATE
B30/WJ8	DEBON		-
800/438	DRAWN		
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3) EFFLUENT PRESSURE SEWER TYPICAL FLUSING CONNECTION ON MAIN LINE

MFC, TANK MARKINGS
PULET & OUTLET
TANK GAL SIZE
TANK GAL SIZE
MFG, NAME ON OUTLET SIZE DURA-CRETE INC M75 W 2500 S WYC UTAH 84119 801-972-8636 SALEMEDURACRETE COM NGINERUD FOR 48" EARTH COVERAGE MEDGE TITE ACCESS CASELLED M/ STATMLESS SCHEM DOMAS 1,500 GALLON CONCRETE SEPTIC TANK (GRAVITY EFFLUENT)
(A REDROOSE OR LESS)
South: OPENT TO SCALE) PLAN VIEW 1500 GALLON SEPTIC TANK PROVIDE RISERS AND LID TO FINISH GRADE ...
(SEE DETAILS ABOVE 3 RISERS W LIDS / TANK) WEDGE TYPE ACCESS DURA-CRETE INC. T SANITARY T CONCRETE THICKNESS FLOOR 3" WALLS 3" WALLS 3" EXCAVATION HOLE SIZE 8'X 13' WEIGHT 12,400 LBS SIDE VIEW CUT A WAY A MA

24" DANETER TUFF THE POLY RISERS (AMMEABLE IN 12" OR 8 STACKABLE HEIGHT INCREMENTS)

IN DAMETER TUFF THE POLY TACKABLE HUSEN (AVAILABLE IN 12" OR 8"

24" DAMETER TUFF THE POLY FLAT LID

MFG. TANK MARKINGS INLET & OUTLET TANK GAL SIZE MFG. NAME ON OUTLET SIDE

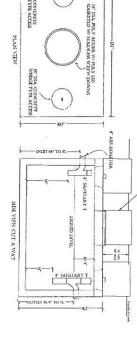
DURA-CRETE INC.

EXCAVATION HOLE SIZE

2500 GALLON SEPTIC TANK

ENGINEERED FOR 48" EARTH COVERAGE

2 2,500 GALLON CONCRETE SEPTIC TANK (GRAVITY EFFLUENT)
(5 BEDIACON'S OR HOSES)
(5 BEDIACON'S OR HOSES)



MEDGE LALE VCCER

i

PROVIDE RISERS AND LID TO FINISH GRADE (SEE DETAILS ABOVE 3 RISERS W LIDS / TANK) CONCRETE THECT.NESS FLOOR 5" WALLS 4" LID 5" WEIGHT 16,000 LBS

24" DWALLER LALL JILE BOTA L'AL FID

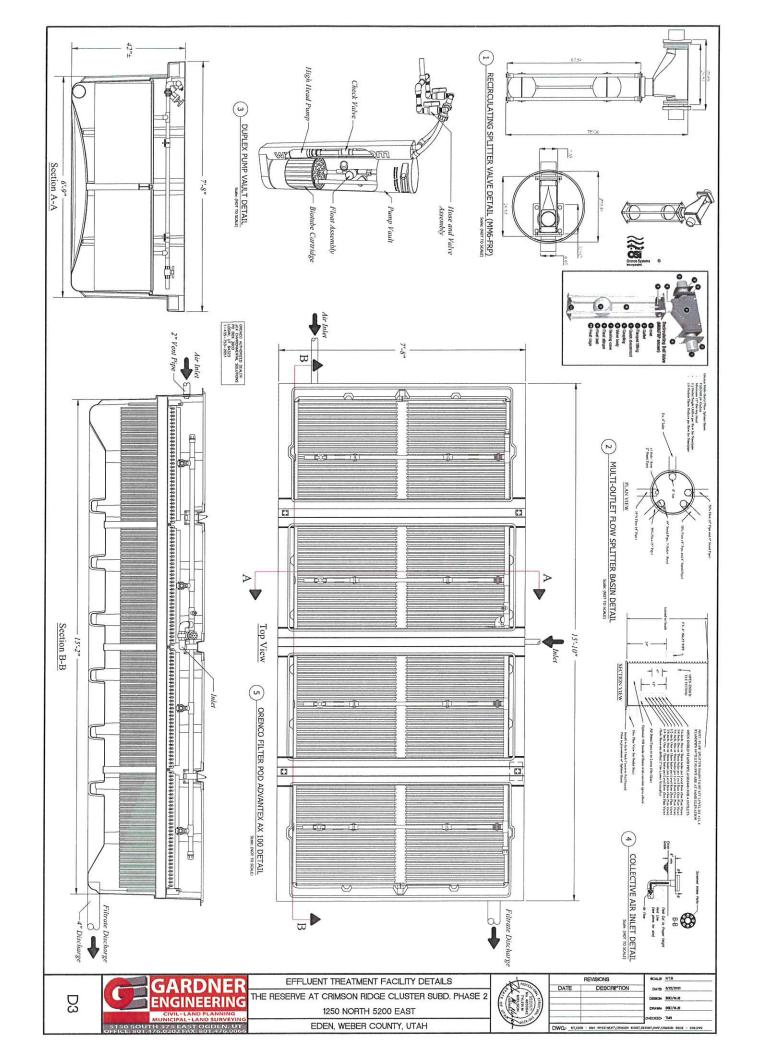
GARDNER ENGINEERING

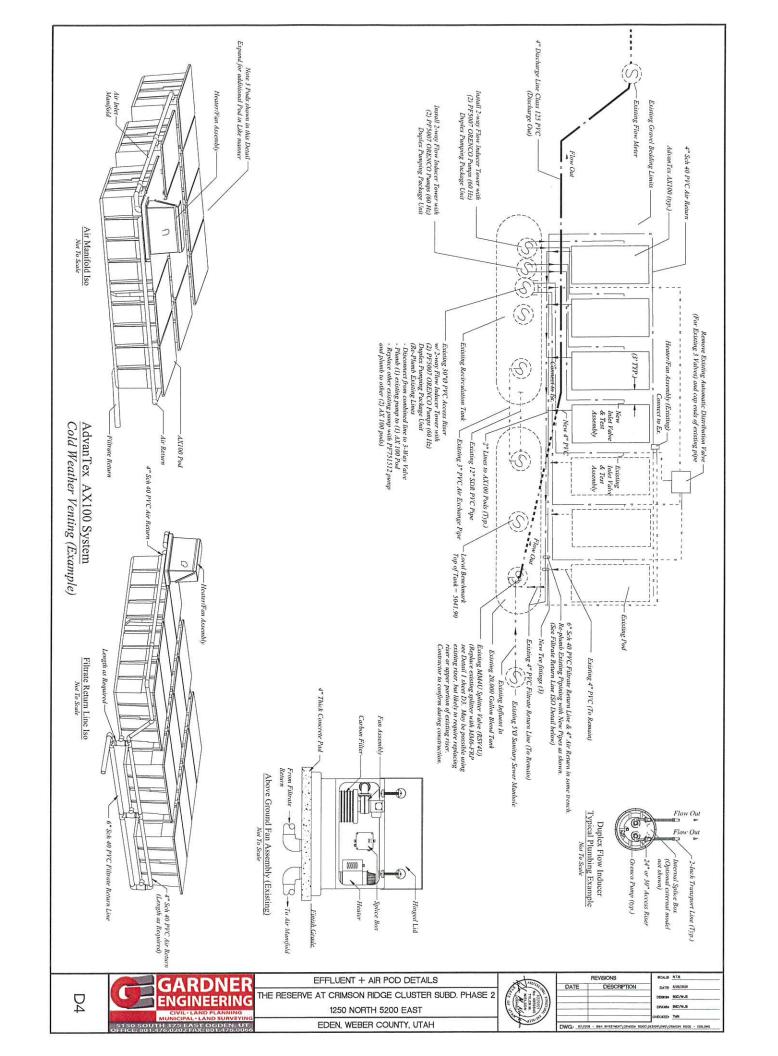
SEPTIC TANK DETAILS PHASE 2A. 2B. + 2C

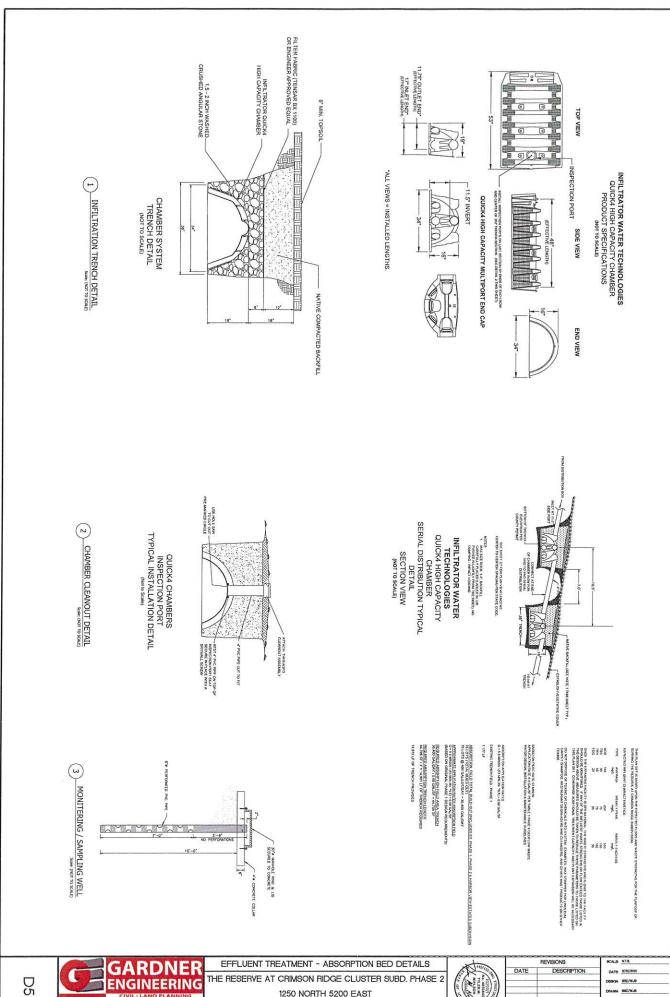
THE RESERVE AT CRIMSON RIDGE CLUSTER SUBD. PHASE 2 1250 NORTH 5200 EAST

EDEN, WEBER COUNTY, UTAH

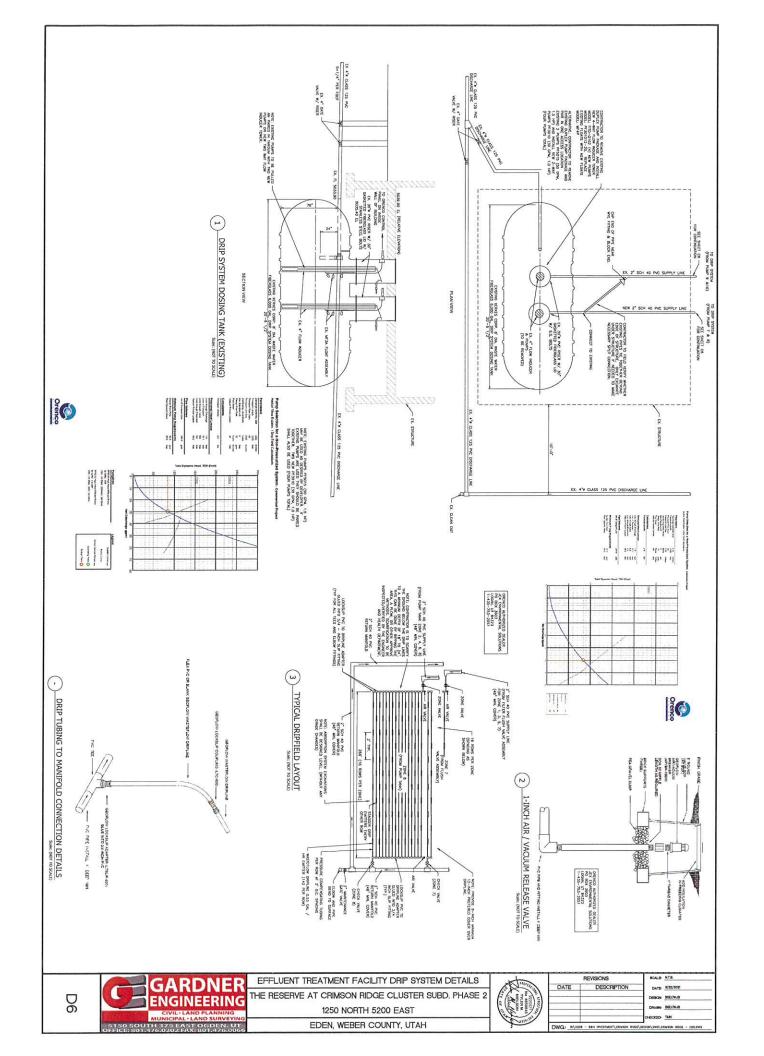
REVISIONS DESCRIPTION DATE 5/22/2025
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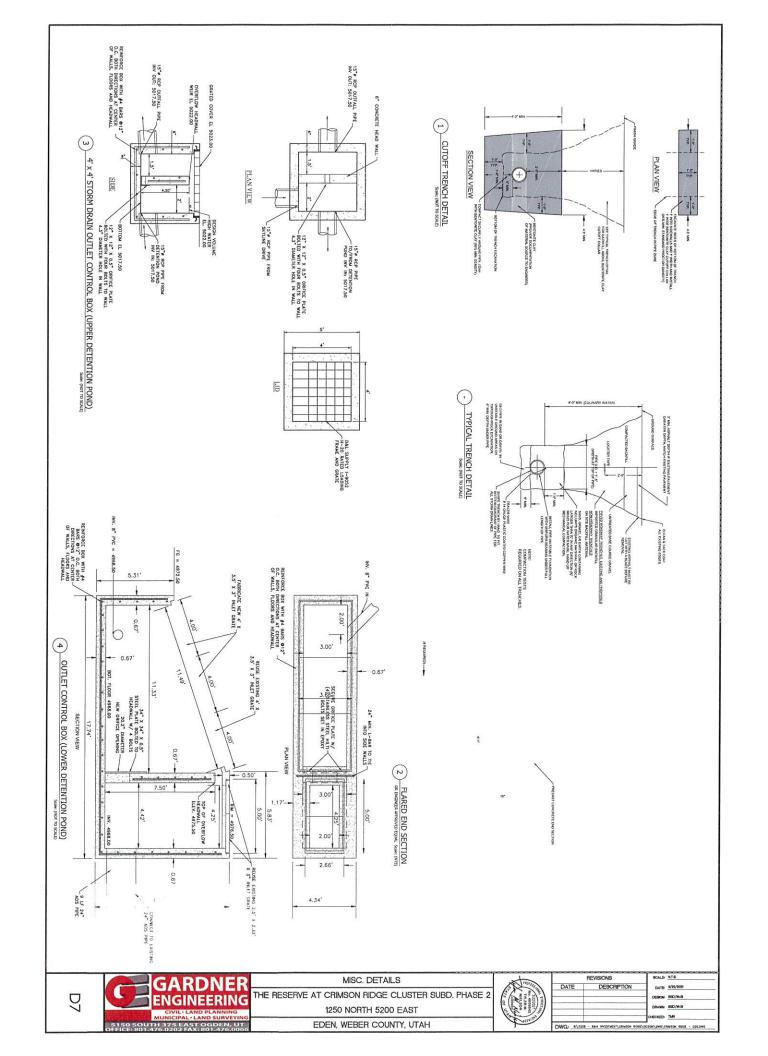


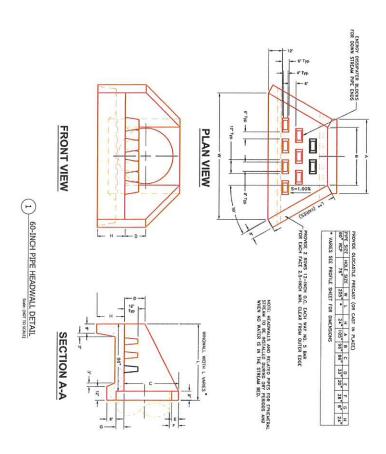




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MISC. DETAILS

THE RESERVE AT CRIMSON RIDGE CLUSTER SUBD. PHASE 2 1250 NORTH 5200 EAST

EDEN, WEBER COUNTY, UTAH



REVISIONS		BCALB	NTS
DATE	DESCRIPTION	DATE	4/22/2021
		DEBON	800/WJ8
		DRAWN	960/WU8
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Exhibit C: Reserved for Escrow Certificate or Letter of Credit

REVISED 09/05/17

IRREVOCABLE STANDBY LETTER OF CREDIT

Date: June 8, 2022

Beneficiary:

Weber County 2380 Washington Blvd. Ogden, Utah 84401 **Applicant:**

B&H Investment Properties, LLC

110 W Jennings LN

Centerville, UT 84014-1147

LOC Number:

2022-27

Project Name:

Crimson Ridge Phase 2A & 2B & Harbor View Cluster Subdivision

Amount:

\$1,548,166.55

Expiration Date:

6/8/2024

WEBER COUNTY:

We hereby establish this irrevocable Standby Letter of Credit No. <u>2022-27</u> (the "LOC"), in favor of Weber County (the "County"), for the Account of the (Applicant) <u>B&H Investment Properties, LLC</u> up to an aggregate amount of <u>One Million Five Hundred Forty-eight Thousand One Hundred Sixty-six & 55/100</u> U.S. Dollars (\$1,548,166.55) 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) <u>B&H Investment Properties, LLC</u> and the County dated <u>May 26, 2022</u>.

Each draft must be accompanied by (i) a certification from the Weber County Engineer that (applicant) <u>B&H Investment Properties</u>, <u>LLC</u> 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 (Bank name) <u>Cache Valley Bank</u> Irrevocable Standby Letter of Credit No. <u>2022-27</u>, dated <u>6/8/2022</u>, to satisfactorily complete such improvements as are required by the Improvements Guarantee Agreement between (Applicant) <u>B&H Investment Properties</u>, <u>LLC</u> and the County, <u>May 26, 2022</u>." (Bank name) <u>Cache Valley Bank</u> 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) <u>B&H Investment Properties</u>, <u>LLC</u> 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 (Bank name) <u>Cache Valley Bank</u> 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.

(Bank name) Cache Valley Bank

Title: Vice President