



## Weber County Planning Division

### MEMORANDUM

To: Weber County Commission  
From: Steve Burton, Planning  
Date: January 15, 2019  
Subject: Additional Escrow Agreement for Sun Crest Meadows Subdivision Phases  
1 and 2

Commissioners,

Attached to this memo is an Escrow Agreement between Suncrest Meadows-Weber, LLC, Capital Community Bank, and Weber County (Exhibit A). The attached agreement has been requested by the Weber County Treasurer as an added level of security for the letter of credit accepted by the County as the financial guarantee for improvements within the Sun Crest Meadows Subdivision phases 1 and 2. The original Improvements Guarantee Agreement and letter of credit (Exhibit B) were approved by the County Commission on November 27, 2018.

Please feel free to contact me or John Bond with any questions.

Best,

Steve Burton  
Planner III  
801-399-8766  
Weber County Planning Division



**Weber County**

Sun Crest Meadows Subdivision Phases 1 and 2

## ESCROW AGREEMENT

This Escrow Agreement is made by Weber County ("County"), Suncrest Meadows-Weber, LLC ("Applicant"), and Capital Community Bank ("Escrow Agent") and takes effect as soon as all parties have signed the Agreement.

### RECITALS

1. County and Applicant have entered into an Improvements Guarantee Agreement to guarantee the construction of improvements on property known as Sun Crest Meadows Subdivision Phases 1 and 2. The Improvements Guarantee Agreement became effective November 27, 2018, and it is attached as an exhibit to this Agreement.
2. Under the terms of the Improvements Guarantee Agreement, Applicant has provided a letter of credit in the amount of \$813,667.00.
3. The Improvements Guarantee Agreement requires Applicant to use the proceeds from the sale of lots within Sun Crest Meadows Subdivision Phases 1 and 2 to replace the letter of credit with an escrow account. As sales occur, Applicant will deposit the proceeds from those sales into an escrow account that will be set up with Escrow Agent, with the funds under the sole control of County. Once the funds in that account reach \$813,667.00, or a lesser amount if Applicant is entitled to a partial release of proceeds under the terms of the Improvements Guarantee Agreement, resulting in that lesser amount being sufficient, then County will notify Escrow Agent that it has released Applicant from all further liability under the letter of credit and that County relinquishes its interest in the letter of credit. Funds deposited into the escrow account will be released by County in accordance with the terms of the Improvements Guarantee Agreement.

### AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. The Improvements Guarantee Agreement for Sun Crest Meadows Subdivision Phases 1 and 2, dated November 27, 2018, and recorded on November 28, 2018, as Entry No. 2954199 in the Weber County Recorder's Office, is incorporated by this reference as a part of this Agreement.
2. Capital Community Bank is hereby appointed as Escrow Agent for the escrow account that is required to be opened to replace the letter of credit under the terms of the Improvements Guarantee Agreement.
3. The parties will work together, as needed, to open an account that will be used as the required escrow account.
4. Escrow Agent agrees to hold the funds in the escrow account as "Proceeds" under the Improvements Guarantee Agreement and to comply with all requirements in that agreement for the handling of "Proceeds."
5. Escrow Agent specifically covenants and agrees that it will not release the funds in the escrow account to any person or entity without the express written consent and direction of County, and that it will release funds to County if required to do so by the Improvements Guarantee Agreement and this Agreement.

(Signatures on following pages)



**Weber County**

**ESCROW AGENT**

By: [Signature]  
Signature

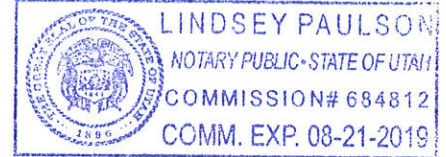
1-4-2019  
Date

Jae Smith  
Printed name

SUP  
Title

**NOTARIZATION**

State of Utah )  
County of Salt Lake ) ss:



On this 4 day of January, 2019, personally appeared before me Jae Smith [name of person], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she executed the above document on behalf of Capital Community Bank, having proper authority to do so.

My commission expires: 08-21-19

[Signature]  
Notary Public

**APPLICANT**

By: [Signature]  
Signature

1-5-2019  
Date

Carson E. Jones  
Printed name

Director  
Title

**NOTARIZATION**

State of Utah )  
County of Weber ) ss:



On this 5 day of January, 2019, 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 Director [title] of Suncrest Meadows - Weber [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.

My commission expires: 10/2022

[Signature]  
Notary Public



# Weber County

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## COUNTY

Approved as to form:

\_\_\_\_\_  
Weber County Attorney

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
Chairperson, Weber County Commission

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Weber County Clerk

\_\_\_\_\_  
Date





\*W2954199\*

Exhibit B:  
Page 1 of 17  
Recorded Improvements Guarantee  
Agreement

REC FOR: WEBER COUNTY PLANNING

**WEBER COUNTY  
IMPROVEMENTS GUARANTEE AGREEMENT**

11-27-2018

THIS AGREEMENT (herein Agreement) is entered into this 27<sup>th</sup> day of November, 2018,

**\*\*\*\*\* PARTIES \*\*\*\*\***

**APPLICANT:** Suncrest Meadows-Weber, LLC

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

address: 905 E 24th City: Ogden State: UT zip: 84401

telephone: (801)778-0088

**"COUNTY:** Weber County, a political subdivision of the State of Utah,  
2380 Washington BLVD, Ogden, UT 84401,  
(801) 399-8374.

**\*\*\*\*\* RECITALS \*\*\*\*\***

**WHEREAS,** APPLICANT desires to post the following improvement guarantee(s) (check):

- Off-site improvement guarantee
- On-site improvement guarantee

with the COUNTY for Sun Crest Meadows Subdivision Phases 1 and 2  
(description or name of Project)

located at 4850 W 2550 S, Ogden UT 84404  
(address of Project)

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

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

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

- or -

- described as follows: \_\_\_\_\_; and

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

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

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

1. **PURPOSE FOR AGREEMENT.** The parties hereto expressly acknowledge that the purpose of this Agreement is not only to guarantee the proper completion of the Improvements named herein, but also, among other things, to eliminate and avoid the harmful effects of unauthorized subdivisions and other land developments which may leave property or improvements improperly completed, undeveloped or unproductive.
2. **UNRELATED OBLIGATIONS OF APPLICANT.** The benefits and protection of the Proceeds specified herein shall inure solely to COUNTY and not to third parties, including, but not limited to, lot purchasers, contractors, subcontractors, laborers, suppliers, or others. COUNTY shall not be liable to claimants or others for obligations of APPLICANT under this Agreement. COUNTY shall further have no liability for payment of any costs or expenses of any party who attempts to make a claim under this Agreement, and shall have under this Agreement no obligation to make payments to, give Notices on behalf of, or otherwise have obligations to any alleged claimants under this Agreement.
3. **AGREEMENT DOCUMENTS.** All data which is used by COUNTY to compute the cost of or otherwise govern the design and installation of the Improvements is hereby made a part of this Agreement, and is incorporated herein by this reference. This Agreement incorporates herein by reference any subject subdivision plat, plan, construction drawing, permit, condition of approval, and any and all other relevant data and specifications required by the Weber County Land Use Code.
4. **COMPLETION DATE.** APPLICANT shall complete the Improvements: (check one and complete)  
 within a period of 2  Year(s)  Months (check one) from the date this Agreement was entered into;  
- or -  
 as specified in Exhibit \_\_\_\_\_ (Completion Schedule), attached hereto and incorporated herein by this reference.
5. **FEES.** APPLICANT agrees to pay all Fees required by COUNTY for the entire Project prior to the issuance of any subsequent permit or approval within the Project.
6. **SPECIFIC PERFORMANCE.** APPLICANT has entered into this Agreement with COUNTY for the purpose of guaranteeing construction of the Improvements and payment of the Fees. COUNTY shall be entitled to specifically enforce APPLICANT'S obligation under this Agreement to construct and install the Improvements in a manner satisfactory to COUNTY, and to pay the Fees.
7. **APPLICANT'S INDEPENDENT OBLIGATION.** APPLICANT EXPRESSLY ACKNOWLEDGES, UNDERSTANDS AND AGREES that its obligation to complete and warrant the Improvements and pay the Fees and fulfill any other obligation under this Agreement, COUNTY ordinances, or other applicable law is independent of any obligation or responsibility of COUNTY, either express or implied. APPLICANT agrees that its obligation to complete and warrant the Improvements and pay the Fees is not and shall not be conditioned upon the commencement of actual construction work in the subdivision or development or upon the sale of any lots or part of the subdivision or development. APPLICANT further acknowledges



(a) that its contractual obligation to complete and warrant the Improvements and pay the Fees pursuant to this Agreement is independent of any other remedy available to COUNTY to secure proper completion of the Improvements and payment of the Fees; (b) that APPLICANT shall not assert as a defense that COUNTY has remedies against other entities or has other remedies in equity or at law that would otherwise relieve APPLICANT of its duty to perform as outlined in this Agreement or preclude COUNTY from requiring APPLICANT'S performance under this Agreement; (c) that APPLICANT has a legal obligation, independent of this Agreement, to timely complete and pay for the Improvements in full and timely pay the Fees in full; and (d) should APPLICANT Default under this Agreement in any degree, APPLICANT agrees to compensate COUNTY for all costs, including Incidental Costs, related to APPLICANT'S failure to perform its obligation to complete and warrant the Improvements or pay the Fees to the extent that such costs are not adequately covered by the Proceeds ("Proceeds" defined in paragraph 10).

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

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

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

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

CASH CERTIFICATE, identified by the following:

Escrow Account: Future escrow account completed by 11/30/2018

Escrow Account Repository: Capital Community Bank

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

Letter of credit account or number: 50162313,

Financial Institution: Capital Community Bank,



The Financial Guarantee shall be in the amount of one hundred ten percent (110%) of the County Engineer's Cost Estimate (see also Exhibit A attached hereto). The Escrow Certificate or Letter of Credit shall be issued in favor of COUNTY to the account of APPLICANT herein, in the amount of \$813,667.00 (herein the "Proceeds"), and is made a part of this Agreement as Exhibit B (Escrow Certificate or Letter of Credit).

APPLICANT agrees to use the proceeds from the sale of lots within Sun Crest Meadows Subdivision Phases 1 and 2 to replace the Letter of Credit with funds held under the control of COUNTY, as follows. As sales occur, APPLICANT will deposit the proceeds from those sales into an account that will be set up at Capital Community Bank under the sole control of the Weber County Treasurer. Once the funds in that account reach \$813,667.00, or a lesser amount if APPLICANT is entitled to a partial release of Proceeds under the terms of this Agreement, resulting in that lesser amount being sufficient, then COUNTY will notify Capital Community Bank that it has released APPLICANT from all further liability under the Letter of Credit and that COUNTY relinquishes its interest in the Letter of Credit. Funds deposited into the account at Capital Community Bank will be held and released by COUNTY in accordance with the terms of this Agreement.

11. **PARTIAL RELEASE OF PROCEEDS.** As the Improvements are initially accepted by COUNTY and the Fees are paid, the APPLICANT may submit written request to COUNTY for authorization for a partial release of Proceeds. APPLICANT is only entitled to make a request once every 30 days. The amount of any release shall be determined in the sole discretion of COUNTY. No release shall be authorized by COUNTY until such time as COUNTY has inspected the Improvements and found them to be in compliance with COUNTY standards and verified that the Fees have been paid. Payment of Fees or completion of Improvements, even if verified by COUNTY, shall not entitle APPLICANT to an automatic authorization for a release of the Proceeds. At no time may APPLICANT request a release of funds directly from Escrow Account Repository or Financial Institution.

12. **NOTICE OF DEFECT.** COUNTY will provide timely notice to APPLICANT whenever an inspection reveals that an Improvement does not conform to the standards and specifications shown on the Improvement drawings on file in COUNTY's Engineering and Surveyor's Office or is otherwise defective. The APPLICANT will have 30 days from the issuance of such notice to cure or substantially cure the defect.

13. **FINAL ACCEPTANCE.** Notwithstanding the fact that Proceeds may be released upon partial completion of the Improvements, neither any partial release nor any full release of the Proceeds shall constitute final acceptance of the Improvements by COUNTY. Final acceptance of the Improvements shall be official only upon written notice to APPLICANT from COUNTY expressly acknowledging such and only after APPLICANT provides a policy of title insurance, where appropriate, for the benefit of the County showing that the APPLICANT owns the improvement in fee simple and that there are no liens, encumbrances, or other restrictions on the improvement unacceptable to the County in its reasonable judgment.

14. **WARRANTY OF IMPROVEMENTS.** Following initial acceptance of the Improvements, APPLICANT hereby warrants that the Improvements shall be maintained by APPLICANT and remain free from defects or damage as determined by COUNTY, such that the Improvements continue to meet COUNTY standards for 1 years following said initial acceptance.

15. **RETAINAGE.** APPLICANT expressly agrees that, notwithstanding any partial release of any of the Proceeds, the Proceeds shall not be released below 10% of the estimated cost of the Improvements (herein the Retainage), as specified herein, for the timeframe specified in paragraph 14. The Retainage shall be held to insure that the Improvements do not have any latent defects or damage as determined by COUNTY, such that the Improvements do not continue to meet COUNTY standards for the timeframe specified in paragraph 14. Notwithstanding said Retainage, APPLICANT shall be responsible for bringing



any substandard, defective, or damaged Improvements to COUNTY standard if the Retainage is inadequate to cover any such Improvements.

16. **APPLICANT INDEMNIFICATION.** APPLICANT agrees to indemnify, defend, and save harmless COUNTY, its elected officials, officers, employees, agents, and volunteers from and against any and all liability which may arise as a result of the installation of the Improvements prior to COUNTY'S initial acceptance of the Improvements as defined herein, and from and against any and all liability which may arise as a result of any Improvements which are found to be defective during the warranty period covered by this Agreement. With respect to APPLICANT'S agreement to defend COUNTY, as set forth above, COUNTY shall have the option to either provide its own defense, with all costs for such being borne by APPLICANT, or require that APPLICANT undertake the defense of COUNTY.

17. **FINAL RELEASE OF PROCEEDS.** In the event the Improvements have been installed to the satisfaction of COUNTY and the Fees have been paid pursuant to this Agreement and COUNTY ordinances within the above stated time period(s), COUNTY agrees to execute a written release to Escrow Account Repository or Financial Institution of the remaining Proceeds.

18. **DEMAND FOR AND USE OF PROCEEDS.** In the event APPLICANT fails to install Improvements to the satisfaction of COUNTY, or the Fees are not paid pursuant to this Agreement and COUNTY ordinances within the above stated time period(s), or APPLICANT Defaults on any obligation under this Agreement or COUNTY ordinances, as determined at the sole discretion of COUNTY, COUNTY shall send Notice of APPLICANT'S Default to Escrow Account Repository or Financial Institution with a written demand for the release of Proceeds. COUNTY may, at its sole discretionary option, use and expend all the Proceeds or such lesser amount as may be estimated by COUNTY to be necessary to complete Improvements, pay Fees, and/or reimburse COUNTY for Incidental Costs as required herein. COUNTY may, at its sole discretionary option, convert the Proceeds to a COUNTY held cash escrow for future satisfactory installation of Improvements.

19. **INADEQUATE PROCEEDS.** If the Proceeds are inadequate to pay the cost of the completion of the Improvements according to COUNTY standards or to pay the Fees or to compensate for Incidental Costs, for whatever reason, including previous reductions, APPLICANT shall be responsible for the deficiency independent of the Financial Guarantee. Additionally, no further approvals, permits or business licenses shall be issued, and any existing approvals, permits or business licenses applicable to the location of the Improvements may be immediately suspended or revoked by COUNTY'S Community and Economic Development Director until the Improvements are completed and the Fees are paid, or, until a new guarantee acceptable to the COUNTY has been executed to insure completion of the remaining Improvements and payment of the Fees. Furthermore, the cost of completion of the Improvements shall include reimbursement to COUNTY for all costs including, but not limited to, construction costs and any Incidental Costs incurred by COUNTY in completing the Improvements or collecting the Proceeds.

20. **ACCESS TO PROPERTY.** Should COUNTY elect to use the Proceeds to complete the Improvements, APPLICANT herein expressly grants to COUNTY and any contractor or other agent hired by COUNTY the right of access to the Project property to complete the Improvements.

21. **IMPROVEMENT STANDARDS.** Improvements shall be done according to the specifications and requirements of the COUNTY. All work shall be subject to the inspection of COUNTY. Any questions as to conformity with COUNTY specifications or standards, technical sufficiency of the work, quality, and serviceability shall be decided by the County Engineer. The County Engineer's decision shall be final and conclusive.

22. **SUBSTANDARD IMPROVEMENTS.** Should any Improvements prove to be substandard or defective within the timeframe specified in paragraph 14, COUNTY shall notify APPLICANT in writing of such substandard or defective Improvements. APPLICANT shall then have 15 days from Notice from the COUNTY in which to commence repair of the Improvements, and a reasonable amount of time, as determined by COUNTY, which shall be specified in the Notice, to complete repair of the Improvements.



Should APPLICANT fail to either commence repair of the Improvements or complete repair of the Improvements within the required time periods, COUNTY may exercise its option to remedy the defects and demand payment for such from APPLICANT, should the Proceeds be insufficient to cover the costs incurred by COUNTY.

23. **INSURANCE.** Should COUNTY elect to install, complete, or remedy any defect or damage in the Improvements, APPLICANT shall be responsible for the payment of the premium for an insurance policy covering any liability, damage, loss, judgment, or injury to any person or property, including, but not limited to, damage to APPLICANT or its property as a result of the work of any contractor or agent hired by COUNTY to complete or remedy the Improvements. The minimum dollar amount and the scope of coverage of the insurance policy shall be determined and set by COUNTY. APPLICANT shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents for any liability which exceeds the insurance policy limit. COUNTY, at its option, may collect and expend the Proceeds to make the premium payments should APPLICANT fail to pay said premium. No permit, approval or business license shall be issued by COUNTY, and any existing permit, approval, or business license shall be suspended until said premium is initially paid and a bond is in place to cover subsequent payments.

24. **NOTICE.** Notice to any party herein shall be mailed or delivered to the address shown in this Agreement. The date Notice is received at the address shown in this Agreement shall be the date of actual Notice, however accomplished.

25. **MECHANIC/MATERIAL LIENS.** Should COUNTY elect to complete or remedy the Improvements, APPLICANT shall indemnify, defend, and hold harmless COUNTY from and against any liability which exceeds the Proceeds for the payment of any labor or material liens as a result of any work of any contractor (including subcontractors and materialmen of any such contractor or agent) hired by COUNTY or which may arise due to either a defect in or failure of this Agreement or insufficient Proceeds to cover such costs.

26. **WAIVER.** The failure by any party to insist upon the immediate or strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a Default thereof shall not constitute a waiver of any such Default or any other covenant, agreement, term, or condition. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring Default.

27. **ATTORNEY'S FEES.** In the event there is a Default under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith, either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party, and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

28. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement. In case either party shall Default on its obligations at the time fixed for the performance of such obligations by the terms of this Agreement, the other party may pursue any and all remedies available in equity or law.

29. **GOVERNING LAW.** This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall be further governed by COUNTY ordinances in effect at the time of the execution of this Agreement. However, the parties expressly acknowledge that any subdivision or other development regulations enacted after the execution of this Agreement, which are reasonably necessary to protect the health, safety, and welfare of the residents of COUNTY, shall also apply to the subdivision or development which is the subject of this Agreement.

30. **SUCCESSORS.** APPLICANT and COUNTY, as used in this Agreement, shall also refer to the heirs, executors, administrators, successors, or assigns of APPLICANT and COUNTY respectively.

31. **INDUCEMENT.** The making and execution of this Agreement has been induced by no

representations, statements, warranties, or agreements other than those herein expressed.

32. **INTEGRATION.** This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter herein.

33. **MODIFICATION.** Except as otherwise authorized by this Agreement, this instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

34. **CAPTIONS.** The titles or captions of this Agreement are for convenience only and shall not be deemed in any way to define, limit, extend, augment, or describe the scope, content, or intent of any part or parts of this Agreement.

35. **SEVERABILITY.** If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.

36. **TERMINATION.**

- (a) APPLICANT cannot unilaterally terminate its obligations under this Agreement.
- (b) If, under the terms of this Agreement, COUNTY releases the full amount of the Proceeds or demands and receives the full remaining amount of the Proceeds, then APPLICANT'S obligations under paragraphs 4 and 10 shall terminate.
- (c) All rights and obligations in this Agreement that are not terminated under sub-paragraph (b) shall survive until all applicable statutes of limitations have run with respect to the types of claims that may be associated with those rights and obligations.
- (d) The entire Agreement shall terminate when all applicable statutes of limitations have run or when the parties jointly execute an agreement to terminate this Agreement.

37. **CONFLICT.** Any conflict between this Agreement and its exhibits or any other document shall be interpreted against the exhibit or other document and in favor of statements made in the numbered paragraphs of this Agreement.

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

COUNTY

By:  \_\_\_\_\_  
Commission Chair

27 NOV. 2018  
Date

ATTEST:  \_\_\_\_\_  
County Clerk

Nov. 27, 2018  
Date:

**APPROVED AS TO CONTENT:**

By:  \_\_\_\_\_  
Planning Division Director

11/26/18  
Date

By:  \_\_\_\_\_  
County Engineer

11/26/18  
Date



By John B. Bond  
County Treasurer

26 Nov 2018  
Date

**APPROVED AS TO FORM:**

By Courtney P. Erickson  
County Attorney

26 Nov. 2018  
Date

APPLICANT

By: Carson E. Jones  
Applicant Signature

11/26/2018  
Date

Title: Director

APPLICANT NOTARIZATION

COMPLETE ONLY IF APPLICANT IS A LIMITED LIABILITY COMPANY

State of Utah )  
County of Weber ) :ss

On this 26 day of November, 2018, personally appeared before me Carson Jones [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 Director [title], of Suncrest Meadows-Weber [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.

Angela Martin  
Notary Public



Exhibit A: County Engineer-Approved Cost Estimate

SEE FOLLOWING 4 PAGES



## SUN CREST MEADOWS SUBDIVISION (PHASE 1)

### ENGINEER'S ESTIMATE

DATE: SEPTEMBER 24, 2018

WORK ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TASK PRICE	
<b>I. STREET IMPROVEMENTS</b>						
1	MOBILIZATION, CLEARING & SITE PREPARATION	LS	1	\$3,000.00	/LS	\$3,000 3000
2	OFF-SITE - SAWCUT EXISTING ASPHALT	LF	1,370	\$2.50	/LF	\$3,425 1700
3	OFF-SITE - 8" SCARIFY - SUBGRADE PREP & COMPACT TO 95%	SF	9,412	\$0.20	/SF	\$1,882 1882
4	OFF-SITE - 8" E-FILL (3" - 6") - IN-PLACE	SF	8,181	\$0.85	/SF	\$6,954 6954
5	OFF-SITE - 6" UNTREATED BASE COURSE (3/4" - 1-1/2") - IN-PLACE	SF	8,181	\$0.67	/SF	\$5,481 5481
6	OFF-SITE - 3" ASPHALT - IN-PLACE	SF	8,181	\$1.40	/SF	\$11,453 11453
7	OFF-SITE - SEAL COAT	SY	909	\$2.50	/SY	\$2,273
8	8" SCARIFY - SUBGRADE PREP & COMPACT TO 95%	SF	46,091	\$0.20	/SF	\$9,218 9218
9	8" E-FILL (3" - 6") - IN-PLACE	SF	37,508	\$0.85	/SF	\$31,882 19250
10	6" UNTREATED BASE COURSE (3/4" - 1-1/2") - IN-PLACE	SF	37,508	\$0.67	/SF	\$25,130
11	3" ASPHALT - IN-PLACE	SF	37,508	\$1.60	/SF	\$60,013
12	SEAL COAT	SY	4,168	\$2.50	/SY	\$10,420
13	TEMPORARY TURNAROUND (2)	SF	11,020	\$2.00	/SF	\$22,039
14	INSTALL ADA RAMP	EA	4	\$800.00	/EA	\$3,200
15	OFF-SITE - INSTALL 30-INCH STD. CURB & GUTTER	LF	526	\$14.00	/LF	\$7,364
16	INSTALL 30-INCH STD. CURB & GUTTER	LF	2,434	\$14.00	/LF	\$34,076
17	INSTALL STD. 4-FOOT CONCRETE SIDEWALK	SF	9,775	\$2.00	/SF	\$19,550
18	STREET MONUMENTS	EA	2	\$450.00	/EA	\$900
19	STREET SIGN/STOP SIGN	EA	2	\$250.00	/EA	\$500
20	STREETLIGHTS	EA	1	\$3,800.00	/EA	\$3,800
21	EARTHWORK (APPROX.) - IN PLACE	CY	500	\$3.50	/CY	\$1,750 1750
22	EARTHWORK (APPROX.) - IMPORT (@ 2 TONS/CY)	CY	0	\$12.00	/CY	\$0
SUBTOTAL:						\$264,311
<b>II. DRAINAGE IMPROVEMENTS</b>						
23	15-INCH RCP III STORM LINE	LF	118	\$25.00	/LS	\$2,950 2950
24	18-INCH RCP III STORM LINE	LF	1,150	\$25.00	/LS	\$28,750 28750
25	24-INCH RCP III STORM LINE	LF	1,330	\$35.00	/LS	\$46,550 46550
26	24-INCH STORM LINE - 2550 SOUTH	LF	542	\$60.00	/LS	\$32,520 32520
27	OFF-SITE - INSTALL CITY-STD. CURB INLET	EA	3	\$2,200.00	/EA	\$6,600
28	INSTALL CITY-STD. CURB INLET	EA	6	\$2,200.00	/EA	\$13,200 13200
29	INSTALL 5-FOOT DIA MANHOLE	EA	11	\$2,500.00	/EA	\$27,500 27500
30	OFF-SITE - INSTALL 4'x4' JUNCTION BOX	EA	2	\$2,400.00	/EA	\$4,800 4800
31	INSTALL 4'x4' JUNCTION BOX	EA	3	\$2,400.00	/EA	\$7,200
32	DRAINAGE POND GRADING	LS	1	\$5,000.00	/LS	\$5,000
SUBTOTAL:						\$172,120
<b>III. CULINARY WATER IMPROVEMENTS</b>						
33	CONNECT TO EX. 8-INCH WATER MAIN	EA	1	\$550.00	/EA	\$550
34	INSTALL 10" WATER MAIN WITH ALL FITTINGS, COMPLETE	LF	1,311	\$23.00	/LF	\$30,153 30153
35	FIRE LINE & HYDRANT, W/VALVE - COMPLETE	EA	3	\$4,000.00	/EA	\$12,000 12000
36	WATER - 10" GATE VALVE	EA	4	\$1,350.00	/EA	\$5,400 5400
37	TEMPORARY BLOW-OFF WITH TRAFFIC-RATED BOX & 2" FLUSH VALVE	EA	2	\$2,200.00	/EA	\$4,400 4400
38	WATER - INSTALL 1" WATER SERVICE W/ WATER METER & BOX, COMPLETE	EA	11	\$1,000.00	/EA	\$11,000 11000
39	THRUST BLOCKING (9 EA)	EA	7	\$500.00	/EA	\$3,500 3500
40	WATER - VALVE COLLARS	EA	7	\$350.00	/EA	\$2,450
41	IMPORT TRENCH BACKFILL (@ 2 TONS/CY)	TON	0	\$12.00	/TON	\$0
42	TEMPORARY PLUGS AND TESTING	LS	1	\$1,000.00	/LS	\$1,000
SUBTOTAL:						\$70,453
<b>IV. SEWER IMPROVEMENTS</b>						
43	SAWCUT & TRENCH RESTORATION ON 2550: 10" SEWER MAIN - PVC SDR 35	LF	54	\$52.00	/LF	\$2,808 2808
44	10" SEWER MAIN - PVC SDR 35	LF	3,105	\$28.00	/LF	\$86,940 86940
45	INSTALL 4-FOOT DIA. MANHOLE	EA	9	\$2,200.00	/EA	\$19,800 19800
46	INSTALL 5-FOOT DIA. MANHOLE	EA	3	\$2,500.00	/EA	\$7,500 7500
47	SEWER - INSTALL LATERALS FOR LOTS	EA	11	\$900.00	/EA	\$9,900 9900
48	SEWER - MANHOLE / CLEANOUT CONCRETE COLLARS	EA	8	\$400.00	/EA	\$3,200
49	IMPORT TRENCH BACKFILL (@ 2 TONS/CY)	TON	0	\$12.00	/TON	\$0
50	TESTING, CLEANING, VIDEO INSPECT	LS	1	\$900.00	/LS	\$900
SUBTOTAL:						\$128,240

**VI. SECONDARY WATER IMPROVEMENTS**

51	8" IRRIGATION MAIN: SDR 21 - CLASS 200	LF	1,303	\$14.77	/LS	\$19,245	19245
52	OFF-SITE 12" IRRIGATION MAIN: SDR 21 - CLASS 200	LF	1,357	\$14.77	/LS	\$20,043	
53	IRRIGATION SERVICE (DOUBLE), COMPLETE	EA	6	\$484.00	/EA	\$2,904	2904
<b>SUBTOTAL:</b>						<b>\$42,192</b>	

**VII. SWPPP**

54	INLET PROTECTION	EA	9	\$200.00	/EA	\$1,800	
55	SILT FENCE OR BERMING	LF	760	\$2.00	/LF	\$1,520	1520
56	CONCRETE WASHOUT	LS	1	\$300.00	/LS	\$300	
57	STABILIZED ENTRANCE	LS	1	\$800.00	/LS	\$800	800
58	WADDLE	EA	0	\$32.00	/EA	\$0	
<b>SUBTOTAL:</b>						<b>\$4,420</b>	

**VIII. DRY UTILITIES**

59	ELECTRIC: DIG, LAY CONDUIT, BACKFILL	LF	0	\$5.00	/LF		
60	ELECTRIC: POWER CO. - CONDUIT	LF	0	\$6.70	/LF		
61	ELECTRIC: JUNCTION BOXES, ETC.	LOT	0	\$2,500.00	/LOT	\$0	
62	GAS	LOT	0	\$700.00	/LOT	\$0	
63	TELEPHONE	LS	0	\$4,000.00	/LS	\$0	
64	IMPORT TRENCH BACKFILL (@ 2 TONS/CY)	TON	0	\$12.00	/TON	\$0	
<b>SUBTOTAL:</b>						<b>\$0</b>	

Total Installed:  
434828

<b>STREET IMPROVEMENTS</b>						\$264,311
<b>STORM DRAINAGE IMPROVEMENTS</b>						\$172,120
<b>CULINARY WATER IMPROVEMENTS</b>						\$70,453
<b>SEWER SYSTEM IMPROVEMENTS</b>						\$128,240
<b>SECONDARY WATER IMPROVEMENTS</b>						\$42,192
<b>LAND DRAIN IMPROVEMENTS</b>						\$42,192
<b>SWPPP</b>						\$4,420
<b>DRY UTILITIES</b>						\$0
<b>SUBTOTAL: SITE IMPROVEMENTS:</b>						\$723,928
<b>10% CONTINGENCY</b>						\$72,713

**GRAND TOTAL:** **\$796,641**

ALREADY INSTALLED \$434,828

**TOTAL TO BE HELD BY COUNTY FOR PHASE 1** \$361,813



**SUN CREST MEADOWS SUBDIVISION (PHASE 2)**

**ENGINEER'S ESTIMATE**

DATE: SEPTEMBER 24, 2018

WORK ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TASK PRICE	% COMPLETE	SPENT TO DATE	REMAINING \$
<b>I. STREET IMPROVEMENTS</b>								
1	MOBILIZATION, CLEARING & SITE PREPARATION	LS	1	\$3,000.00	/LS			\$3,000.00
2	8" SCARIFY - SUBGRADE PREP & COMPACT TO 95%	SF	51,130	\$0.20	/SF	89%	\$9,178.00	\$1,048.00
3	8" E-FILL (3" - 6") - IN-PLACE	SF	41,790	\$0.85	/SF	0%		\$35,522.00
4	6" UNTREATED BASE COURSE (3/4" - 1-1/2") - IN-PLACE	SF	41,790	\$0.67	/SF	0%		\$27,999.00
5	3" ASPHALT - IN-PLACE	SF	41,790	\$1.60	/SF	0%		\$66,864.00
6	SEAL COAT	SY	4,643	\$2.50	/SY	0%		\$11,608.00
7	TEMPORARY TURNAROUND (2)	SF	10,561	\$2.00	/SF	0%		\$21,122.00
8	INSTALL 30-INCH STD. CURB & GUTTER	LF	2,650	\$14.00	/LF	0%		\$37,100.00
9	INSTALL STD. 4-FOOT CONC. SIDEWALK	SF	10,620	\$2.00	/SF	0%		\$21,240.00
10	STREET MONUMENTS	EA	1	\$450.00	/EA	0%		\$450.00
11	STREET SIGN/STOP SIGN	EA	2	\$250.00	/EA	0%		\$500.00
12	STREETLIGHTS	EA	1	\$3,800.00	/EA	0%		\$3,800.00
13	EARTHWORK (APPROX.) - IN PLACE	CY	500	\$3.50	/CY	100%	\$1,710.00	
14	EARTHWORK (APPROX.) - IMPORT (@ 2 TONS/CY)	CY	0	\$12.00	/CY	0%		
<b>SUBTOTAL:</b>								<b>\$241,180</b>
<b>II. DRAINAGE IMPROVEMENTS</b>								
15	15-INCH RCP III STORM LINE	LF	78	\$25.00	/LS	0%		\$1,950.00
16	18-INCH RCP III STORM LINE	LF	893	\$25.00	/LS	0%		\$22,325.00
17	INSTALL CITY-STD. CURB INLET	EA	6	\$2,200.00	/EA	0%		\$13,200.00
18	INSTALL 5-FOOT DIA MANHOLE	EA	5	\$2,500.00	/EA	0%		\$12,500.00
<b>SUBTOTAL:</b>								<b>\$48,025</b>
<b>III. CULINARY WATER IMPROVEMENTS</b>								
19	CONNECT TO EX. 10" WATER MAIN	EA	1	\$550.00	/EA	0%		\$550.00
20	INSTALL 10" WATER MAIN WITH ALL FITTINGS, COMPLETE	LF	1,417	\$23.00	/LF	58%	\$19,000.00	\$13,591.00
21	FIRE LINE & HYDRANT, W/VALVE - COMPLETE	EA	3	\$4,000.00	/EA	50%	\$6,000.00	\$6,000.00
22	WATER - 10" GATE VALVE	EA	4	\$1,350.00	/EA	0%		\$5,400.00
23	TEMPORARY BLOW-OFF WITH TRAFFIC-RATED BOX & 2" FLUSH VALVE	EA	3	\$2,200.00	/EA	0%		\$6,600.00
24	WATER - INSTALL 1" WATER SERVICE W/ WATER METER & BOX, COMPLETE	EA	9	\$1,000.00	/EA	0%		\$9,000.00
25	THRUST BLOCKING (7 EA)	EA	7	\$500.00	/EA	0%		\$3,500.00
26	WATER - VALVE COLLARS	EA	7	\$350.00	/EA	0%		\$2,450.00
27	IMPORT TRENCH BACKFILL (@ 2 TONS/CY)	TON	0	\$12.00	/TON	0%		
28	TEMPORARY PLUGS AND TESTING	LS	1	\$1,000.00	/LS	0%		\$1,000.00
<b>SUBTOTAL:</b>								<b>\$73,091</b>
<b>IV. SEWER IMPROVEMENTS</b>								
29	10" SEWER MAIN - PVC SDR 35	LF	1,121	\$28.00	/LF	38%	\$12,000.00	\$19,388.00
30	INSTALL 4-FOOT DIA. MANHOLE	EA	4	\$2,200.00	/EA	0%		\$8,800.00
31	INSTALL 5-FOOT DIA. MANHOLE	EA	1	\$2,500.00	/EA	0%		\$2,500.00
32	SEWER - INSTALL LATERALS FOR LOTS	EA	9	\$900.00	/EA	0%		\$8,100.00
33	SEWER - MANHOLE / CLEANOUT CONCRETE COLLARS	EA	5	\$400.00	/EA	0%		\$2,000.00
34	IMPORT TRENCH BACKFILL (@ 2 TONS/CY)	TON	0	\$12.00	/TON	0%		
35	TESTING, CLEANING, VIDEO INSPECT	LS	1	\$900.00	/LS	0%		\$900.00
<b>SUBTOTAL:</b>								<b>\$53,688</b>
<b>VI. SECONDARY WATER IMPROVEMENTS</b>								
36	8" IRRIGATION MAIN: SDR 21 - CLASS 200	LF	1,424	\$14.77	/LS	62%	\$13,000.00	\$8,032.00
37	IRRIGATION SERVICE (DOUBLE), COMPLETE	EA	5	\$484.00	/EA	0%		\$2,420.00
38	IRRIGATION AIR-RELEASE VALVE	EA	2	\$484.00	/EA	0%		\$968.00
39	IRRIGATION - 8" GATE VALVE	EA	3	\$484.00	/EA	0%		\$1,452.00
<b>SUBTOTAL:</b>								<b>\$23,452</b>
<b>VII. SWPPP</b>								
40	INLET PROTECTION	EA	6	\$200.00	/EA	0%		\$1,200.00
41	SILT FENCE OR BERMING	LF	470	\$2.00	/LF	0%		\$940.00
42	CONCRETE WASHOUT	LS	1	\$300.00	/LS	0%		\$300.00
43	STABILIZED ENTRANCE	LS	1	\$800.00	/LS	0%		\$800.00
<b>SUBTOTAL:</b>								<b>\$3,240</b>
<b>VIII. DRY UTILITIES</b>								
44	ELECTRIC: DIG, LAY CONDUIT, BACKFILL	LF	0	\$5.00	/LF	0%		\$0
45	ELECTRIC: POWER CO. - CONDUIT	LF	0	\$6.70	/LF	0%		\$0
46	ELECTRIC: JUNCTION BOXES, ETC.	LOT	0	\$2,500.00	/LOT	0%		\$0
47	GAS	LOT	0	\$700.00	/LOT	0%		\$0
48	TELEPHONE	LS	0	\$4,000.00	/LS	0%		\$0
49	IMPORT TRENCH BACKFILL (@ 2 TONS/CY)	TON	0	\$12.00	/TON	0%		\$0
<b>SUBTOTAL:</b>								<b>\$0</b>
<b>STREET IMPROVEMENTS</b>								<b>\$241,180</b>



Exhibit B:  
Page 14 of 17  
Recorded Improvements Guarantee  
Agreement

STORM DRAINAGE IMPROVEMENTS					\$48,025
CULINARY WATER IMPROVEMENTS					\$73,091
SEWER SYSTEM IMPROVEMENTS					\$53,688
SECONDARY WATER IMPROVEMENTS					\$23,452
LAND DRAIN IMPROVEMENTS					\$23,452
SWPPP					\$3,240
DRY UTILITIES					\$0
SUBTOTAL: SITE IMPROVEMENTS:					\$466,129
10% CONTINGENCY					\$46,613
<b>GRAND TOTAL:</b>					<b>\$512,742</b>
AMOUNT COMPLETE					\$60,888
AMOUNT TO BE RETAINED BY COUNTY FOR PHASE 2					\$451,854

14% \$ 60,888.00 \$ 386,119.00

Exhibit B: Letter of Credit

SEE FOLLOWING 2 PAGES



Exhibit B:  
Page 16 of 17  
Recorded Improvements Guarantee  
Agreement

IRREVOCABLE STANDBY LETTER OF CREDIT

November 27, 2018

**Beneficiary:**

Weber County  
2380 Washington Blvd.  
Ogden, Utah 84401

**Applicant:**

Blackburn Jones REI  
750 West 4300 North  
Pleasant View, Utah 84414

LOC Number: 50162313

Project Name: Sun Crest Meadows Phase 1 & 2, Taylor, Utah

Amount \$813,667

Expiration Date: November 27, 2019

**WEBER COUNTY:**

We hereby establish this Irrevocable Standby Letter of Credit No. 50162313 (the "LOC"), in favor of Weber County (the "County"), for the Account of Blackburn Jones REI up to an aggregate amount of Eight hundred thirteen thousand six hundred sixty-seven and no/100 U.S. Dollars (\$813,667) 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 Blackburn Jones REI and the County dated November 28, 2018.

Each draft must be accompanied by (i) a certification from Weber County Engineer that Blackburn Jones REI 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 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 Capital Community Bank Irrevocable Standby Letter of Credit No. 50162313, dated November 27, 2018, to satisfactorily complete such improvements as are required by the Improvements Guarantee Agreement between Blackburn Jones REI and the County dated November 27, 2018." Capital Community Bank is entitled to rely upon the certification from the Weber County Engineer and will have no obligation to independently verify the accuracy thereof.



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

This LOC shall expire Twenty-four (24) months from the date hereon unless the County shall have released Blackburn Jones REI from all further liability hereunder 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 and 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 the 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 Weber 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 Capital Community Bank is placed into receivership, becomes insolvent, or files for bankruptcy, the County shall be immediately notified. The County may consider this a default event and require the issuance of a new irrevocable standby letter of credit.

Capital Community Bank

BY: 

Title: SVP Business Banking Group