

WEBER COUNTY
SUBDIVISION IMPROVEMENT
AGREEMENT



1. **Parties:** The parties to this Subdivision Improvement Agreement ("the Agreement") are ("the Developer") and Weber County Corp. ("the County").
2. **Effective Date:** The Effective Date of this Agreement will be the date that final subdivision plat approval is granted by the County Commission ("the Commission").

RECITALS

WHEREAS, the Developer seeks permission to subdivide property within the unincorporated area of Weber County, to be known as Lo13-27 of Durfee Creek Estates (the "Subdivision"), which property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the County seeks to protect the health, safety and general welfare of the residents by requiring the completion of various improvements in the Subdivision and thereby to limit the harmful effects of substandard subdivisions, including premature subdivision which leaves property undeveloped and unproductive; and

WHEREAS, the purpose of this Agreement is to protect the County from the cost of completing subdivision improvements itself and is not executed for the benefit of material, men, laborers, or others providing work, services or material to the Subdivision or for the benefit of lot or home buyers in the Subdivision; and

WHEREAS, the mutual promises, covenants, and obligations contained in this Agreement are authorized by state law and the County's Subdivision Ordinance 6-85 as amended;

THEREFORE, the Parties hereby agree as follows:

DEVELOPER'S OBLIGATIONS

3. **Improvements:** The Developer will construct and install, at his own expense, those on-site and off-site subdivision improvements listed on Exhibit B attached hereto and incorporated herein by this reference ("the Improvements"). The Developer's obligation to complete the Improvements will arise upon final plat approval by the County, will be independent of any obligations of the County contained herein and will not be conditioned on the commencement of construction in the development or sale of any lots or improvements within the development.

4. **Security:** To secure the performance of his obligations hereunder, the Developer will deposit with the County on or prior to the effective date, a bond with corporate surety, an irrevocable letter of credit or deposit in Escrow in the amount of \$ 97,997.69. The bond, letter of credit or escrow hereinafter referred to as ("Letter of Credit") will be issued by U.S. Title Bank (or other financial institution approved by the County) to be known as ("Bank"), will be payable at sight to the County and will bear an expiration date not earlier than two years after the Effective Date of this Agreement. The letter of credit will be payable to the County at any time upon presentation of (i) a sight draft drawn on the issuing Bank in the amount to which the County is entitled to draw pursuant to the terms of this Agreement; or (ii) an affidavit executed by an authorized County official stating that the Developer is in default under this Agreement; and (iii) the original of the letter of credit. A letter of credit will be substantially similar to Exhibit C attached hereto and incorporated herein by this reference.
5. **Standards:** The Developer will construct the Improvements according to the Public Works Standards and Technical Specifications adopted by Weber County August 1982, as incorporated herein by this reference.
6. **Warranty:** The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of one year from the date that the County accepts the improvement when completed by the Developer.
7. **Completion Periods:** The Developer will commence work on the Improvements within one year from the Effective Date of this Agreement (the "Commencement Period") and the Improvements, each and every one of them, will be completed within two years from the Effective Date of this Agreement (the "Completion Period").
8. **Compliance with Law:** The Developer will comply with all relevant laws, ordinances, and regulations in effect at the time of final subdivision plat approval when fulfilling his obligations under this Agreement. When necessary to protect public health, the Developer will be subject to laws, ordinances and regulations that become effective after final plat approval.
9. **Dedication:** The developer will dedicate to the County or other applicable agency as designated by the County the Improvements listed on Exhibit B attached hereto and incorporated herein by this reference pursuant to the procedure described in Paragraph 13 below.

COUNTY'S OBLIGATIONS

10. **Plat Approval:** The County will grant final subdivision plat approval to the Subdivision under the terms and conditions previously agreed to by the Parties if those terms and conditions are consistent with all relevant state laws and local ordinances in effect at the time of final plat approval.

11. **Inspection and Certification:** The County will inspect the Improvements as they are being constructed and, if acceptable to the County Engineer, certify such improvement as being in compliance with the standards and specifications of the County. Such inspection and certification, if appropriate, will occur within 7 days of notice by the Developer that he desires to have the County inspect an improvement. Before obtaining certification of any such improvement, the Developer will present to the County valid lien waivers from all persons providing materials or performing work on the improvement for which certification is sought. Certification by the County Engineer does not constitute a waiver by the County of the right to draw funds under the Letter of Credit on account of defects in or failure of any improvement that is detected or which occurs following such certification.
12. **Notice of Defect:** The County will provide timely notice to the Developer whenever inspection reveals that an improvement does not conform to the standards and specifications shown on the approved subdivision improvement drawings on file in the Weber County Engineering and Surveyor's Office or is otherwise defective. The Developer will have 30 days from the issuance of such notice to cure or substantially cure the defect. The County may not declare a default under this Agreement during the 30 day cure period on account of any such defect unless it is clear that the Developer does not intend to cure the defect. The Developer will have no right to cure defects in or failure of any improvement found to exist or occurring after the County accepts dedication of the improvement(s).
13. **Acceptance of Dedication:** The County or other applicable agency will accept the dedication of any validly certified improvement within 30 days of the Developer's offer to dedicate the improvement. The County's or agency's acceptance of dedication is expressly conditioned on the presentation by the Developer of a policy of title insurance, where appropriate, for the benefit of the County showing that the Developer 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. Acceptance of the dedication of any improvement does not constitute a waiver by the County of the right to draw funds under the Letter of Credit on account of any defect in or failure of the improvement that is detected or which occurs after the acceptance of the dedication. The Improvements must be offered to the County in no more than one dedication per month.
14. **Reduction of Security:** After the acceptance of any improvement, the amount which the County is entitled to draw on the Letter of Credit may be reduced by an amount equal to 90 percent of the estimated cost of the improvement as shown on Exhibit B. At the request of the Developer, the County will execute a certificate of release verifying the acceptance of the improvement and waiving its right to draw on the Letter of Credit to the extent of such amount. A Developer in default under this Agreement will have no right to such a certificate. Upon the acceptance of all of the Improvements, the balance that may be drawn under the credit will be available to the County for 90 days after expiration of the Warranty Period.
15. **Use of Proceeds:** The County will use funds drawn under the Letter of Credit only for the purposes of completing the Improvements or correcting defects in or failures of the Improvements.

OTHER PROVISION

16. **Events of Default:** The following conditions, occurrences or actions will constitute a default by the Developer during the Construction Period:
- a. Developer's failure to commence construction of the Improvements within one year of final subdivision plat approval;
 - b. Developer's failure to complete construction of the Improvements within two years of final subdivision plat approval;
 - c. Developer's failure to cure the defective construction of any improvement within the applicable cure period;
 - d. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer;
 - e. Foreclosure of any lien against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure.

The County may not declare a default until written notice has been given to the Developer.

17. **Measure of Damages:** The measure of damages for breach of this Agreement will be the reasonable cost of completing the Improvements. For improvements upon which construction has not begun, the estimated cost of the Improvements as shown on Exhibit B will be prima facie evidence of the minimum cost of completion; however, neither that amount or the amount of the Letter of Credit establishes the maximum amount of the developer's liability. The County will be entitled to complete all unfinished improvements at the time of default regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced.
18. **County's Rights Upon Default:** When any event of default occurs, the County may draw on the Letter of Credit to the extent of the face amount of the credit less 90 percent of the estimated cost (as shown on Exhibit B) of all improvements theretofore accepted by the County. The County will have the right to complete improvements itself or contract with a third party for completion, and the Developer hereby grants to the County, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such improvements. Alternatively, the County may assign the proceeds of the Letter of Credit to a subsequent developer (or a lender) who has acquired the Subdivision by purchase, foreclosure or otherwise who will then have the same rights of completion as the County if and only if the subsequent developer (or lender) agrees in writing to complete the unfinished improvements. In addition, the County also may suspend final plat approval during which time the Developer will have no right to sell, transfer, or otherwise convey lots or homes within the Subdivision without the express written approval of the County or until the Improvements are completed and by the County. These remedies are cumulative in nature except that during the Warranty Period, the County's only remedy will be to draw funds under the Letter of Credit.

19. **Indemnification:** The Developer hereby expressly agrees to indemnify and hold the County harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this Agreement. The Developer further agrees to aid and defend the County in the event that the County is named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer. The Developer is not an agent or employee of the County.
20. **No Waiver:** No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both County and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.
21. **Amendment or Modification:** The parties to this Agreement may amend or modify this Agreement only by written instrument executed by the County and by the Developer or his authorized officer. Such amendment or modification will be properly notarized before it may be effective.
22. **Attorney's Fees:** Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court, arbitrator, or mediator awards relief to both parties, each will bear its own costs in their entirety.
23. **Vested Rights:** The County does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the County, if any, before the Developer is entitled to commence development of the Subdivision or to transfer ownership of property in the Subdivision.
24. **Third Party Rights:** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement, except that if the County does not exercise its rights within 60 days following knowledge of an event of default, a purchaser of a lot or home in the Subdivision may bring an action in mandamus to compel the County to exercise its rights.
25. **Scope:** This Agreement constitutes the entire agreement between the parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this Agreement will be binding on the parties.
26. **Time:** For the purpose of computing the Commencement, Abandonment, and Completion Periods, and time periods for County action, such times in which civil disaster, acts of God, or extreme weather conditions occur or exist will not be included if such times prevent the Developer or County from performing his/its obligations under the Agreement.

- 27. **Severability:** If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
- 28. **Benefits:** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the County. Such approval may not be unreasonable withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the County to assign its rights under this Agreement. The County will release the original developer's Letter of Credit if it accepts new security from any developer or lender who obtains the Property. However, no act of the County will constitute a release of the original developer from this liability under this Agreement.
- 29. **Notice:** Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

if to Developer (Attn) _____
 (Address) _____
Carter Bros, Inc
2550 So 2570 West
P.O. Box 271637
Salt Lake City, UT 84127-1037

if to County: Attn: County Engineer
 Radisson Plaza
 2510 Washington Blvd.
 Ogden, UT 84401

- 30. **Recordation:** Either Developer or County may record a copy of this Agreement in the Clerk and Recorder's Office of Weber County, Utah.
- 31. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law.

32. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement or Letter of Credit will be deemed to be proper only if such action is commenced in District Court for Weber County. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

Dated this 12 day of Dec, 1995

Carter Bms Inc
Allen L Carter Pres.

Developer

INDIVIDUAL ACKNOWLEDGEMENT

State of Utah)
) SS
County of Weber)

On the _____ day of _____ A.D. 19 ____

personally appeared before me _____

the signer(s) of the within instrument, who duly acknowledged to me that he/she executed the same.

Notary Public

Residing at: _____, Utah

APPROVED AS TO FORM:

Monette Hunter
Weber County Attorney

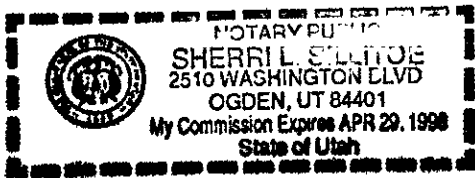
CORPORATE ACKNOWLEDGEMENT

State of Utah)
) SS
County of Weber)

On the 12th day of December A.D. 1995

personally appeared before me Allen L. Carter duly sworn, did say that he/she
is the President of Carter Brothers Inc. of Salt Lake City,

Utah, the corporation which executed the foregoing instrument, and that said instrument was signed in behalf
of said corporation by authority of a Resolution of its Board of Directors that the said corporation executed the same.



Sherril L. Sillitoe
Notary Public
Residing at: Weber County UT

Joe Helms
Chairperson, Weber County Commission

Date December 20, 1995

ATTEST:

Fatima M Bleckd, Deputy
Weber County Clerk

EXHIBIT A: PROPERTY DESCRIPTION TO BE SUBDIVIDED

LOTS 13-27 OF DURFEE CREEK SUBD.

EXHIBIT B: REQUIRED ON & OFF SITE SUBDIVISION IMPROVEMENTS

SEE EXHIBIT B

EXHIBIT C: FINANCIAL GUARANTEE

SEE EXHIBIT C

CARTER BROS INC
 2550 SOUTH 2570 WEST
 P O BOX 271037
 SALT LAKE CITY, UTAH 84127-1037

Phone 801-277-4523
 FAX 801-974-5653

December 12, 1995

Mr Curtis Christensen
 Weber County Engineering Dept.
 2510 Washington Blvd St. 1M
 Ogden, Utah 84401

RE. Durfee Creek Estates

Dear Mr Christensen,

As discussed with you last week we are ready to start closing lot sales. This years development included lots 13 through 27. Eleven of these lots are sold and waiting to be closed, three are back on the market when the potential buyers bombed out.

We have met the three conditions you asked us to do last September. One, no building on the lots until spring of 1996. Two, blacktop the intersection. Three, make arrangements to have the lower cul-de-sac snow cleared this winter. All is done and/or arranged for. However as mentioned to you before, as long as the county snowplows are at the intersection it would be appreciated if you would have the county clear this cul-de-sac also. It is over 50% blacktop and the rest is gravel roadbase to grade. It would save us a lot of money and not cost the County very much to run your snowplow up the cul-de-sac.

All work is finished on this years development (lots 13 to 27) except roadbase gravel and the blacktop. Per KK Mechanical bid this work is \$98,005.00 copy attached. As you requested it is required we have this money in escrow to insure the work is done. I just talked to Dennis Richardson and the following is what he worked out.

Road total bid	\$98,005.00
Completed Intersection	-7,000.00
Difference	91,005.00
Money already in escrow	-21,078.08
Difference	69,926.92
Plus 10%	6,992.69
Deposit 12-12-95 to escrow	76,919.61

CARTER BROS INC
2550 SOUTH 2570 WEST
P O BOX 271037
SALT LAKE CITY, UTAH 84127-1037

Phone 801-277-4523
FAX 801-974-5653

page 2

Total escrow account as of 12-12-95 \$97,997.69

We are looking forward too receiving Weber County
Commissioners approval of this section of the Durfee Creek
Estates project so we can begin closing the sales of the
lots.

Thank you in advance for your attention to this most
important matter.

Sincerely,



Allen Carter
President

enc: 1 (4 pages)

SEP 11 1995

CONTRACTOR - OWNER AGREEMENT

THIS AGREEMENT made at Ogden, Utah, this 14 day of August, 1995, by and between

KK Mechanical, Inc., of 1632 West 2650 South, Ogden Utah, hereinafter referred to as the Contractor, and Carter Brothers Inc., a Utah Corporation, 1426 West 3500 South, Salt Lake City, Utah 84119, hereinafter referred to as the Owner,

WITNESSETH: That for and in consideration of the covenants herein contained, the Contractor and the Owner agree as follows:

1. SCOPE OF WORK

That the work to be performed by the Contractor under the terms of this agreement consists of furnishing all labor and material, tools implements, and equipment, to do all of the following: All items listed on the "Cost Estimate for Improvements" - lots 13 through 27, as provided by Great Basin Engineering, dated March 28, 1995 and revised on August 14, 1995 (Attached to this document and labled "Attachment A". This contract hereby supercedes any and all proposals or agreements (verbal or written) prior to this contract, in accordance with the plans as prepared by Great Basin Engineering, for the construction of Durfee Creek Estates, Liberty, Utah as outlined above.

2. PAYMENTS

The Owner agrees to pay to the Contractor for the satisfactory completion of the herein described work the sum of two hundred eighty seven thousand six hundred sixty two dollars. (\$287,662.00) in monthly payments of 100 percent of the work performed in the preceding month, in accordance with estimates as prepared by the Contractor.

The Contractor shall prepare a monthly invoice, submit it to the Owner prior to the 20th of each month and payments to the Contractor shall be made within 10 days after receiving invoice from the Contractor.

Before final payment is made, the Contractor agrees to execute to the Owner a written guarantee for his work agreeing to make good without cost to the Owner any and all defects due to imperfect workmanship and/or materials which may appear within the period of one (1) year from completion of contract scope.

3. PERMITS, LICENSES, FEES, TAXES, ETC.

The Owner shall, at Owner cost and expense, apply for and obtain all necessary permits and licenses as required and Contractor shall conform strictly to the laws and ordinances in force in the locality where the work under the project is being done, insofar as applicable to the work covered by this agreement.

4. INSURANCE

The Contractor agrees to provide and maintain workmen's compensation insurance and to comply in all respects with the employment and payment of labor employment and payment of labor, required by any constituted authority having legal jurisdiction over the area in which the work is performed.

The Contractor agrees to carry comprehensive public liability and property damage insurance, and such other insurance as the Owner might deem necessary, in amounts as agreed upon by both parties, in order to protect the Contractor and Owner against loss.

5. CHANGES, ADDITIONS AND DEDUCTIONS

The Owner may add to or deduct from the amount of work covered by this agreement, and any changes so made in the amount of work involved, or any other parts of this agreement, shall be by a written amendment hereto setting forth in detail the change involved and the value thereof which shall be mutually agreed upon between the Contractor and the Owner.

The Contractor agrees to make no claim for additional work outside the scope of this contract unless authorized in writing prior to the work being done by the Owner on a form of a change order provided by said Owner.

The above terms are hereby agreed to.

Allen L Carter Pres 9/13/95
Carter Brothers, Inc. Title Date

KK Mechanical, Inc. Title Date 8-16-95



GREAT BASIN ENGINEERING, INC.

Consulting Engineers and Land Surveyors
P.O. Box 9307
Ogden, Utah 84409

Ogden (801) 394-4315
Salt Lake (801) 521-8529
FAX (801) 392-7544



November 7, 1994
(15 LOTS)

MARCH 28, 1995

REVISION 8/14/95

DURFEE CREEK
(Lots 13 thru 27)

COST ESTIMATE FOR IMPROVEMENTS

<u>ROADWAY</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1. 32 Foot Width of Base Course (8 Inch Thick)	11,915 S.Y.	\$ <u>430</u>	\$ <u>51,949</u>
2. 24 Foot Width of Asphalt Road (2-1/2 inch Thick)	8935 S.Y.	\$ <u>393</u>	\$ <u>35,561</u>
3. Finish Grading (3350 Feet of Road)	LUMP SUM	\$ <u>2,900</u>	\$ <u>2,900</u>
4. Seal Coat (Chip and Seal)	8935 S.Y.	\$ <u>.85</u>	\$ <u>7,595</u>
	TOTAL		\$ <u>98,005</u>

STAND ALONE PRICE

WATER

1. 6 Inch PVC Water	655 L.F	\$ <u>2300</u>	\$ <u>15,458</u>
2. 6 Inch Gate Valve	1 Each	\$ <u>685</u>	\$ <u>685</u>
3. 6 Inch Fire Hydrants w/ Valves	5 8 Each	\$ <u>2260</u>	\$ <u>6,780</u> ¹¹³⁰
4. Service Connections	14 18 Each	\$ <u>465</u>	\$ <u>6,510</u>
5. 2" Drain Valve and Lateral	1 Each	\$ <u>850</u>	\$ <u>850</u>
6. 2" Air Relief Valve	1 Each	\$ <u>1589</u>	\$ <u>1,589</u>
	TOTAL		\$ <u>31,872</u>

36,397.00 Revised 8/14/95

Durfee Creek
 (Lots 13 thru 27)
 Cost Estimate for Improvements
 Page 2

SEWER	QUANTITY	UNIT PRICE	TOTAL
1. 4 Foot Diameter Manhole	8/ Each	\$ 1981 ⁻	\$ 13,867 15,848
2. 8 Inch Sanitary Sewer Pipe	1650 L.F. 2685 LF 4' x 6' Deep	\$ 21 ³³	\$ 57,271 ⁻
3. Absorption Field	3541 L.F.	* \$ 1179	\$ 41,748 ⁻
4 Inch Drain Tile	24 Each	\$ incl	\$ -
24 Inch Concrete Junction Manhole	361 L.F.	\$ incl	\$ -
6 Inch Distribution Pipe	394 C.Y.	\$ incl	\$ -
Washed Gravel (1-1/2" to 3/4")			
4. Service Connections	18 Each 14	\$ 310 ⁻	\$ 4,340 ⁻
TOTAL		\$ 117,226	119,207 ^{REVISION} 3/14/95

STORM DRAINAGE

1. 15" CMP	150 L.F.	\$ 6 ²⁹	\$ 943 ⁻
2. 18" CMP	50 C.F.	\$ 7 ⁸²	\$ 391 ⁻
TOTAL			\$ 1,334 ⁻

TOTALS

Roadway	\$ 98,005 ⁻
Water	\$ 31,872 - 36,792
Sewer	\$ 117,226 ⁻ - 119,207
Storm Drainage	\$ 1,334 ⁻
TOTAL	\$ 248,437⁻ 254,938 ⁰⁰

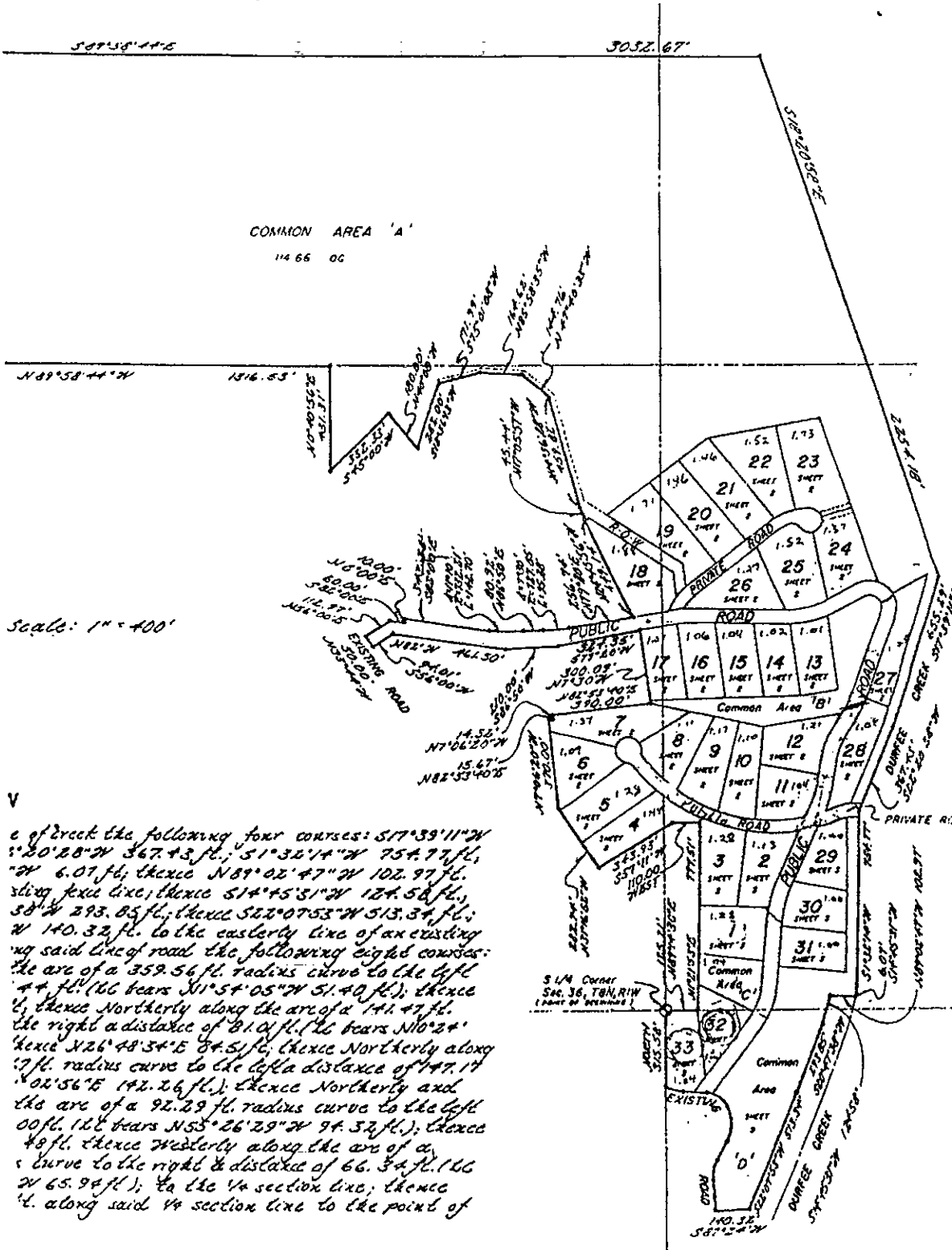
Phone & Power TRENCH - 2900 LF	\$ 24,720 ⁻
SUBGRADE OF ROADS	\$ 8000 ⁻
TOTAL	254,938 ⁻
GRAND TOTAL	\$ 287,662 ⁰⁰

* SAME PRICE AS LAST YEAR.

NOTES: ① TRENCH & BACKFILL FOR POWER & PHONE WILL BE DONE @ LAST YEAR PRICES (\$8.83 LF) CAN NOT GIVE FIRM PRICE UNTIL THE POWER & PHONE COS GIVE ME A LAYOUT.

② THIS QUOTE DOES NOT INCLUDE SUBGRADING OF ROADS. NO CUT OR FILL ELEVATIONS AVAILABLE AT THIS TIME.

SEC 1, T7N, R1W, and A PART OF SEC 36, T8N, R1W, SLB&M, U.S. SL
WEBER COUNTY, UTAH
MAY, 1979



COMMON AREA 'A'
114 66 00

Scale: 1" = 400'

V
 e of creek the following four courses: $S17^{\circ}39'11''N$ 754.77 ft.,
 $S20^{\circ}28'24''N$ 367.43 ft.; $S1^{\circ}32'14''N$ 754.77 ft.,
 $N7^{\circ} 6.01$ ft; thence $N89^{\circ}02'47''N$ 102.97 ft.,
 along fence line; thence $S14^{\circ}45'31''N$ 124.58 ft.,
 $S8^{\circ} 293.05$ ft.; thence $S22^{\circ}07'53''N$ 513.34 ft.;
 N 140.32 ft. to the easterly line of an existing
 road; thence along said line of road the following eight courses:
 the arc of a 359.56 ft. radius curve to the left
 44 ft. (66 bears $N11^{\circ}54'05''N$ 51.40 ft.); thence
 4, thence Northerly along the arc of a 141.47 ft.
 the right a distance of 91.0 ft. (66 bears $N10^{\circ}24'$
 thence $N26^{\circ}48'34''E$ 84.5 ft.; thence Northerly along
 7 ft. radius curve to the left a distance of 147.14
 $N02^{\circ}56'15''E$ 142.26 ft.); thence Northerly and
 the arc of a 92.29 ft. radius curve to the left
 00 ft. (66 bears $N53^{\circ}26'29''N$ 94.32 ft.); thence
 48 ft. thence Westerly along the arc of a
 curve to the right a distance of 66.34 ft. (66
 N 65.98 ft.); to the 1/4 section line; thence
 4. along said 1/4 section line to the point of

Contains 173.13 acres.

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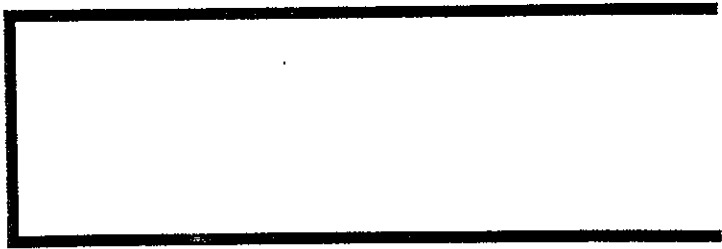
A.E. Carles
 by: [Signature]

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10/76
 Commission

ESCROW CERTIFICATE



TO WEBER COUNTY, UTAH:

The undersigned Escrow Agent does hereby certify that it has in its possession and custody, cash in the sum of \$ \$97,997.69, which said sum said Escrow Agent is holding in escrow to guarantee the installation and completion, according to Ordinance, of all on and or off-site improvements, as specified in Exhibit "A" on the following described tracts of land in Weber County, Utah to wit:

ALL OF LOTS ²⁻²⁸~~13-27~~, DURFEE CREEK ESTATES, PHASE ONE.,
WEBER COUNTY, UTAH.

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

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

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

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

DATED this 12TH day of DECEMBER, 1995

U.S. TITLE

Escrow Agent

Maura [Signature]

Signature

Title: ESCROW OFFICER

State of Utah)
) ss:
County of Weber)

On the 12TH day of DECEMBER, 1995 appeared before me

the signer(s) of the within instrument, who duly acknowledged to me that he/she executed the same.



Mary E Willis
Notary Public
Residing at: Ogden, Utah

APPROVED AS TO FORM:

Monette Huete
Weber County Attorney

Date 12/12/95

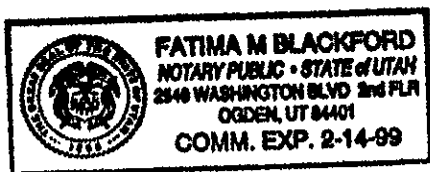
APPROVED:

[Signature]
Chairperson, Weber County Commission Date December 20, 1995

State of Utah)
) ss:
County of Weber)

On the 20 day of December, 1995 appeared before me

the signer(s) of the within instrument, who duly acknowledged to me that he/she executed the same.



Fatima M Blackford
Notary Public
Residing at: Ogden, Utah