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LEANN H KILTS, WEBER COUNTY RECORDER
20-JAN-17 1140 AM FEE \$4.00 DEP DC
REC FOR: MARRIOTT-SLATERVILLE

MARRIOTT-SLATERVILLE CITY SUBDIVISION DEVELOPMENT AGREEMENT

The Parties to this Subdivision Development Agreement ("Agreement") are OLYMPUS INVESTMENTS, LLC, ("Developer") and MARRIOTT-SLATERVILLE CITY ("City"). The Effective Date of this Agreement will be the date that Final Subdivision Plat ("Plat") approved herein is recorded at the Office of the Weber County Recorder.

RECITALS

WHEREAS, Utah Code §10-9a-604.5 provides for this Agreement;

WHEREAS, the Developer seeks permission to subdivide property within Marriott-Slaterville City, to be known as MORRIS MEADOWS SUBDIVISION ("Subdivision"), which property is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, the City 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 City 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 City's Municipal Code;

THEREFORE, the Parties hereby agree as follows:

DEVELOPER'S OBLIGATIONS

1. **Improvements.** The Developer shall 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 immediately upon Plat approval by the City, will be independent of any obligations of the City 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.
2. **Security.** To secure the performance of his obligations hereunder, the Developer will make a Cash Deposit ("Financial Guarantee") to be held in Escrow. The Financial Guarantee shall be established on or prior to the effective date. The Financial Guarantee

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is to be in the amount specified in the Improvements completed prior to recording. The Financial Guarantee will be established at Mtn. View Title or other entity mutually agreed by the Parties to be known as ("Escrow Holder"). The Financial Guarantee shall be payable at sight to the City and will bear an expiration date not earlier than two (2) years after the Effective Date of this Agreement. An Escrow Agreement substantially similar to Exhibit "C" attached hereto and incorporated herein by this reference shall be executed with the Escrow Holder and the Parties. The Financial Guarantee will be payable to the City at any time upon presentation of:

- a. A sight draft drawn on the issuing Escrow Holder in the amount to which the City is entitled to draw pursuant to the terms of this Agreement; or
 - b. A request executed by the City Attorney or City Recorder stating that the City is entitled to make a draw or Developer is in default under this Agreement;
 - c. A request by the City under this Agreement or for Inspection/Subdivision Fees. Developer hereby authorizes the release of any and all outstanding Inspection/Subdivision Fees as specified in the Exhibit "B".
3. **Standards.** The Developer will construct the Improvements according to the Public Works Standards and Technical Specifications, municipal code, applicable building or other codes adopted by City, all of which are incorporated herein by this reference.
4. **Warranty and Annexation.** The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of one (1) year from the date that the City accepts the improvement when completed by the Developer. Developer also warrants that Developer provided to the City adequate secondary water in the form of bona fide water rights/shares equal to or greater than 4.0 acre feet, per acre, for the gross area of the Subdivision, or other approved secondary system. Developer consents and requests annexation into Pioneer Special Service District by this part, and understands that the users will pay the applicable user fees imposed by the District.
5. **Completion Periods.** The Developer shall commence work on the Improvements within one year from the Effective Date ("Commencement Period") and the Improvements, each and every one of them, will be completed within two (2) years from the Effective Date ("Completion Period").
6. **Compliance.** The Developer will comply with all approval requirements, relevant laws, code requirements, standards, specifications, and regulations in effect at the time of 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. The Developer shall specifically comply as follows:
- a. Conform to the approved Plat and Ordinance 2016-12 approving the Subdivision.
 - b. Dedicate to the City eleven (11) shares of South Slaterville Irrigation Company or higher amount if determined by the City Engineer.
 - c. Conform to the Final Approval granted by the Planning Commission.

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- d. Covenants, Conditions & Restriction to be approved by the City before recording.
 - e. The utility pole relocation, curb, gutter, and sidewalk Improvements on 700 South are deferred indefinitely. The cost for the curb, gutter, and sidewalk Improvements is determined to be valued at \$12,000 and shall be deducted from the amount City owes Developer in Paragraph 6.f.
 - f. City to pay Developer \$100,000 to upgrade pressurized secondary waterline to a 8" line in the Subdivision and run this 8" line down 700 South and stub across the street on 700 South at the Southeast property boundary with appropriate blocking at point of stub to prevent blowout. The City applies \$29,172 in Subdivision Fees, and \$12,000 in Improvements noted in Paragraph 6.e to the amount owing Developer. This leaves a total remaining balance of \$58,828 owed by City to Developer. This amount owing developer shall be paid on or before final acceptance of the Subdivision.
7. **Dedication.** The Developer will dedicate to the City or other applicable agency as designated by the City the Improvements listed on Exhibit "B" attached hereto and incorporated herein by this reference pursuant to the procedure described below. The Developer shall dedicate to the City adequate secondary water in the form of bona fide water rights/shares in South Slaterville Irrigation Company equal to or exceeding 4.0 acre feet, per acre, for the gross area of the Subdivision, or other approved secondary system.
8. **Annexation.** The Developer, each subsequent purchaser, prospective purchaser, transferee, assignee, heir, or any other type of owner (collectively the "Owners") of any or all lot or lots (collectively the "Lots") hereby consents and agrees not to contest, protect, or object to annexation into the Pioneer Special Service District. This part also hereby serves a request for annexation into the Pioneer Special Service District by the Owners. Owners in the Subdivision hereby and forever acknowledge and accept that such are subject to taxes, assessments, and monthly user fees as imposed by the Pioneer Special Service District.

CITY'S OBLIGATIONS

9. **Plat Approval.** The City will grant Final Subdivision Plat ("Plat") approved for the Plat that is substantially similar to the Plat attached in Exhibit "D" and incorporated herein. Approval of the Plat and this Subdivision is subject to the applicable state laws and local ordinances in effect at the time of Plat approval.
10. **Perpetual Conservation Easement – Open Space.** All Open Space dedicated to the City on the Plat shall be held in a Perpetual Conservation Easement by the City, or its successors, forever. The Perpetual Conservation Easement is made effective by this part under the applicable state law, and any successor, in order to preserve the natural resources, aesthetics, and effectively manage wetlands, natural habitat, storm water, and secondary water of the benefit of the entire community and for the benefit of wildlife. Owners hereby acknowledge and accept that any Open Space dedicated to the City in the

Subdivision as shown on the Plat may also be used for agriculture, future park area, recreation, trails, cemetery, or similar open space uses that protect the open nature of the property. Owners hereby acknowledge and agree that no Owners shall use any of the Open Space for individual use, personal use, off-highway vehicle use, unauthorized camping, storage, parking, littering, dumping of any kind, or other unauthorized use or activity that may subsequently be imposed by the City. Owners hereby acknowledge, agree, and consent that agriculture, farming operation, fire and burning, storm water, flood control, wildlife habitat, and other similar or related activities may occur on any and all Open Space at any time and at all hours of the day or night causing noise, odor, lights, or other conduct that may be disruptive, disturbing, or interfere with the use and enjoyment of Owners property and that Owners shall have no objection to nor complaint of such occurring. The City at its sole discretion may expand and develop agriculture, gardening, recreation, restrooms, parking areas, public buildings and facilities, trails, parks or cemetery, wildlife or vegetative habitat, conservation measures, nature programs, storm water facilities and structures, flood control, secondary water system facilities and structures, or similar activities at any time without affecting the validity of the Perpetual Conservation Easement.

11. **Inspection and Certification.** The City will inspect the Improvements as they are being constructed and, if acceptable to the City Engineer, certify such improvement as being in compliance with the standards and specifications of the City. Such inspection and certification, if appropriate, will occur within a reasonable time of notice by the Developer that he desires to have the City inspect an improvement. Before obtaining certification of any such improvement, the Developer will present to the City valid lien waivers from all persons providing materials or performing work on the improvement for which certification is sought. Certification by the City Engineer does not constitute a waiver by the City of the right to draw funds under the Financial Guarantee on account of defects in or failure of any improvement that is detected or which occurs following such certification.
12. **Notice of Defect.** The City 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 Marriott-Slaterville City Engineering and Surveyor's Office or is otherwise defective. The Developer will have thirty (30) days from the issuance of such notice to cure or substantially cure the defect. The City may not declare a default under this Agreement during the thirty (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 City accepts dedication of the Improvement(s).
13. **Acceptance of Dedication.** The City or other applicable agency will accept the dedication of any validly certified Improvement within thirty (30) days of the Developer's offer to dedicate the Improvement. The City'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 City 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 City in its reasonable judgment. Acceptance of the dedication of any improvement does not constitute a waiver by the City of the right to draw funds under the Financial Guarantee 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 City in no more than one (1) dedication per month.

14. **Reduction of Security:** After the acceptance of any Improvement, the amount which the City is entitled to draw on the Financial Guarantee may be reduced by an amount equal to ninety (90) percent of the estimated cost of the Improvement as shown on Exhibit "B". At the request of the Developer, the City will execute a Certificate of Release verifying the acceptance of the Improvement and waiving its right to draw on the Financial Guarantee 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 City for 90 days after expiration of the Warranty Period.
15. **Use of Proceeds.** The City will use funds drawn under the Financial Guarantee only for the purposes of completing the Improvements or correcting defects in or failures of the Improvements.

OTHER PROVISIONS

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 defective construction of any Improvement within 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 City 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 Financial Guarantee establishes the maximum amount of the Developer's liability. The City 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. **City's Rights Upon Default:** When any event of default occurs, the City may draw on the Financial Guarantee to the extent of the face amount of the credit less ninety (90) percent of the estimated cost (as shown on Exhibit "B") of all Improvements theretofore accepted by the City. The City will have the right to complete Improvements itself or contract with a third party for completion, and the Developer hereby grants to the City, 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 City may assign the proceeds of the Financial Guarantee 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 City if and only if the subsequent developer (or lender) agrees in writing to complete the unfinished Improvements. In addition, the City 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 City or until the Improvements are completed and by the City. These remedies are cumulative in nature except that during the Warranty Period, the City's only remedy will be to draw funds under the Financial Guarantee. The City may file a Certificate of non-compliance on the Subdivision with applicable fines set forth in code, or pursue other remedies at law or equity.
19. **Indemnification and Improvements.** The Developer and Owners of any or all Lots in the Subdivision in the hereby expressly agree to forever indemnify and hold the City 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. Such Owners further forever agree to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work or any Improvements pursuant to this Agreement or development, maintenance, and operation of the Subdivision. The Owners of any or all Lots in the Subdivision in the hereby expressly acknowledge that the Secondary Water System (the "System") as provided in the Improvements is supplied by a third party irrigation company and is subject to drought, rationing, regulations, and strict conservation measures and agree to conform to such. Also, said System may contain mollusks, crustaceans, moss, algae, debris, or foreign objects that require Owners to provide continuous maintenance and upkeep, winterization measures, and specialized operation or handling.
20. **Employment.** The Developer is not an agent or employee of the City.
21. **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 City 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 City'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.

22. **Amendment or Modification.** The parties to this Agreement may amend or modify this Agreement only by written instrument executed by the City and by the Developer, or authorized agent. Such amendment or modification will be properly notarized before it may be effective.
23. **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.
24. **Vested Rights.** The City does not warrant by this Agreement that the Developer is or is not entitled to any other approval(s), permits, or licenses required by the City or has vested right to such, before the Developer is entitled to commence development of the Subdivision or to transfer ownership of property in the Subdivision.
25. **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 City does not exercise its rights within sixty (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 City to exercise its rights.
26. **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.
27. **Time.** For the purpose of computing the Commencement Period, Abandonment, and Completion Periods, and time periods for City 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 City from performing his/its obligations under the Agreement.
28. **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.
29. **Benefits.** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. 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 bind the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the City to assign its rights under this Agreement. The City will release the Developer's Financial Guarantee if it accepts new security from another developer or lender who obtains the Property. However, no act of the City will constitute a release of the original Developer from this liability under this Agreement.

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30. **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:
- a. Developer: 2637 North 400 East #127, North Ogden, Utah 84414
 - b. City: Marriott-Slaterville City, 1570 West 400 North, MSC, UT 84404
31. **Recordation.** Either Developer or City may record a copy of this Agreement at any time in the Recorder's Office of Weber County, Utah.
32. **Immunity.** Nothing contained in this Agreement constitutes a waiver of any of the City's immunity under any applicable state law or otherwise.
33. **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 Financial Guarantee will be deemed proper only if such action is commenced in Second District Court of and 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.

FOR DEVELOPER:

[Signature]
 Developer,
 Authorized Agent

11-30-16
 Date

INDIVIDUAL ACKNOWLEDGMENT

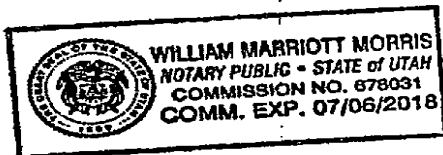
State of Utah)

ss:

County of Weber)

On the 30 day of November 2016, personally appeared before me ERIC THOMAS, duly-sworn, and the signer(s) of the within instrument, who duly acknowledged to me that he executed the same in his authorized capacity.

[Signature]
 Notary Public
 Residing at:



FOR MARIOTT-SLATERVILLE CITY:

Keith H. Butler
Mayor

1 December 2016
Date

ATTEST:

Becky L. Kendell
City Recorder

APPROVED AS TO FORM:

[Signature]
City Attorney

ACKNOWLEDGMENT

State of Utah)
ss:
County of Weber)

On the 1st day of December 2016, personally appeared before me KEITH H. BUTLER duly sworn, and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same in his authorized capacity.

Becky L. Kendell
Notary Public



SCHEDULE OF EXHIBITS

- Exhibit A: Property Description to Be Subdivided
- Exhibit B: Required On-site and Off-site Subdivision Improvements
- Exhibit C: Financial Guarantee
- Exhibit D: Ordinance 2016-12 and approved Final Subdivision Plat

EXHIBIT A

A PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 6 NORTH,
RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE SOUTHEAST CORNER OF DEVRIES SUBDIVISION, BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 700 SOUTH STREET LOCATED 1320.72 FEET NORTH $00^{\circ}30'49''$ EAST ALONG THE WEST LINE OF SAID SECTION AND 544.66 FEET SOUTH $89^{\circ}05'25''$ EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 13; RUNNING THENCE NORTH $01^{\circ}28'35''$ EAST 290.40 FEET TO THE NORTHEAST CORNER OF SAID DEVRIES SUBDIVISION; THENCE NORTH $89^{\circ}05'25''$ WEST 150.00 FEET TO THE NORTHWEST CORNER OF SAID DEVRIES SUBDIVISION TO A POINT ON THE EAST BOUNDARY LINE OF THE DUSTIN E. WEST PROPERTY, FILED AS ENTRY NO. 2382530 IN THE RECORDS OF THE WEBER COUNTY RECORDERS OFFICE, SAID POINT LOCATED ON A LINE DESCRIBED OF RECORD AS BEING LOCATED NORTH $00^{\circ}44'$ EAST 1322.1 FEET, SOUTH $89^{\circ}16'$ EAST 380 FEET AND NORTH $01^{\circ}04'$ EAST ALONG AN EXISTING FENCE LINE FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH $01^{\circ}28'35''$ EAST (NORTH $01^{\circ}04'$ EAST ALONG AN EXISTING FENCE LINE BY RECORD) 1154.10 FEET TO THE CENTERLINE OF MILL CREEK; THENCE ALONG SAID CENTERLINE THE FOLLOWING EIGHT (8) COURSES: (1) NORTH $89^{\circ}57'41''$ EAST 20.99 FEET; (2) SOUTH $43^{\circ}22'57''$ EAST 105.22 FEET; (3) SOUTH $52^{\circ}59'21''$ EAST 129.70 FEET; (4) SOUTH $62^{\circ}57'24''$ EAST 82.38 FEET; (5) SOUTH $36^{\circ}45'19''$ EAST 82.13 FEET; (6) SOUTH $55^{\circ}27'06''$ EAST 81.60 FEET; (7) SOUTH $77^{\circ}27'54''$ EAST 119.94 FEET; AND (8) SOUTH $87^{\circ}14'33''$ EAST 100.56 FEET TO THE WEST BOUNDARY LINE OF THE RICHARD H. DEAN PROPERTY, FILED AS ENTRY NO. 2648463 IN THE RECORDS OF THE WEBER COUNTY RECORDERS OFFICE; THENCE SOUTH $01^{\circ}12'45''$ WEST 1152.14 FEET ALONG THE WEST BOUNDARY OF SAID RICHARD H. DEAN PROPERTY, THEN THE WEST BOUNDARY LINE OF PHEASANT CREEK SUBDIVISION FILED AS ENTRY NO. 1075997 IN THE RECORDS OF THE WEBER COUNTY RECORDERS OFFICE AND THEN ALONG THE WEST BOUNDARY LINE OF THE JAMES ITO PROPERTY, FILED AS ENTRY NO. 2049617 IN THE RECORDS OF THE WEBER COUNTY RECORDERS OFFICE TO THE CENTERLINE OF 700 SOUTH STREET; THENCE NORTH $89^{\circ}05'25''$ WEST 617.53 FEET ALONG SAID CENTERLINE; THENCE NORTH $01^{\circ}28'35''$ EAST 33.00 FEET TO THE SOUTHWEST CORNER OF SAID DEVRIES SUBDIVISION; THENCE SOUTH $89^{\circ}05'25''$ EAST 150.00 FEET TO THE POINT OF BEGINNING. CONTAINING 16.945 ACRES.

Exhibit B

CITY ENGINEER'S ESTIMATE FOR IMPROVEMENTS

City: Marriott-Slaterville City				
Subdivision: Morris Meadows Subdivision			Date: November 8, 2016	
Developer: Eric Thomas			Page: Sheet 1 of 1	
ITEM NO.	LINE ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT OF ESCROW
STREET IMPROVEMENTS				
1	MOBILIZATION, CLEARING & SITE PREPARATION	1 LS	\$1,500.00	\$1,500.00
2	SAWCUT	77 LF	\$3.60	\$277.20
3	8" SCARIFY - SUBGRADE PREP & COMPACT TO 95%	57,953 SF	\$0.20	\$11,590.60
4	MIRAFI FABRIC UNDER ROADBASE IF DESIRED	5,536 SY	\$1.24	\$6,864.64
5	1800 WEST / 650 SOUTH: 8" UNTREATED BASE COURSE	49,822 SF	\$0.87	\$43,345.14
6	1800 WEST / 650 SOUTH: 3" ASPHALT - IN-PLACE	49,822 SF	\$1.50	\$74,733.00
7	SEAL COAT	5,536 SY	\$1.80	\$9,964.80
8	INSTALL ADA RAMP	4 EA	\$800.00	\$3,200.00
9	INSTALL 30-INCH CITY-STD. CURB & GUTTER	2,400 LF	\$14.00	\$33,600.00
10	INSTALL CITY-STD. 4-FOOT SIDEWALK	9,600 SF	\$4.00	\$38,400.00
11	STREET MONUMENTS	3 EA	\$450.00	\$1,350.00
12	STREET SIGN	3 EA	\$250.00	\$750.00
13	STREETLIGHTS	3 EA	\$3,200.00	\$9,600.00
14	EARTHWORK (APPROX.) - IN PLACE	3,055 CY	\$3.00	\$9,165.00
		subtotal		\$244,340.38
DRAINAGE IMPROVEMENTS				
15	CONNECT TO EXISTING STORM LINE (SOUTH LINE) - NE CORNER LOT 5	1 LS	\$800	\$800.00
16	700 SOUTH: CONNECT TO EX. STORM DRAIN BOX - STA. 29+98	1 LS	\$1,000.00	\$1,000.00
17	700 SOUTH: 15" RCP STORM PIPING	233 LF	\$28.00	\$6,524.00
18	700 SOUTH: 3' X 3' GRATED CATCH BASIN (VS. CURB INLET AT STA. 27+65)	1 LS	\$1,500.00	\$1,500.00
19	INSTALL CITY-STD. CURB INLET	2 EA	\$2,200.00	\$4,400.00
20	INSTALL 15-INCH RCP STORM PIPING	136 LF	\$28.00	\$3,808.00
21	INSTALL 18-INCH RCP STORM PIPING	392 LF	\$32.00	\$12,544.00
22	INSTALL 3' X 3' JUNCTION BOX (EAST LINE)	1 EA	\$2,800.00	\$2,800.00
23	INSTALL 4' STORM DRAIN MANHOLE	1 EA	\$2,250.00	\$2,250.00
24	CONSTRUCT REAR YARD BERM/SWALE - LOTS 1-5, 8-9	960 LF	\$5.00	\$4,800.00
25	DRAINAGE SWALE - 700 SOUTH TO EX. PIPE NORTHWARD - LOTS 4,5,6	471 LF	\$1.10	\$518.10
26	DETENTION POND EXCAVATION / GRADING	1 LS	\$3,500.00	\$3,500.00
27	POND OUTLET STRUCTURE WITH ORIFICE PLATE	1 LS	\$3,200.00	\$3,200.00
28	CONCRETE OVERFLOW WEIR & RIP RAP	1 LS	\$2,800.00	\$2,800.00
29	DRAINAGE DITCHES - MISC.	500 LF	\$1.25	\$625.00
		subtotal		\$51,069.10
CULINARY WATER IMPROVEMENTS				
30	CONNECT TO EX. 8-INCH WATER MAIN; TAPPING SADDLE & PROVIDE 8" VALVE	1 LS	\$1,700.00	\$1,700.00
31	CONNECT TO EX. 8-INCH WATER MAIN FOR 700 SOUTH SERVICES	4 EA	\$500.00	\$2,000.00
32	INSTALL 8-INCH WATER MAIN - PVC C-900 DR 14, WITH FITTINGS - COMPLETE	1,187 LF	\$21.50	\$25,520.50
33	INSTALL 6-INCH FIRE LINE - PVC C-900	50 LF	\$20.00	\$1,000.00
34	FIRE GATE VALVE & HYDRANT - COMPLETE	3 EA	\$3,600.00	\$10,800.00
35	INSTALL 8-INCH GATE VALVE	1 EA	\$1,100.00	\$1,100.00
36	WATER - 8" x 6" REDUCER	2 EA	\$500.00	\$1,000.00
37	WATER - INSTALL 1-INCH WATER SERVICE W/ WATER METER & BOX, COMPLETE	21 EA	\$1,150.00	\$24,150.00
38	THRUST BLOCKS / JOINT RESTRAINTS	3 EA	\$300.00	\$900.00
39	WATER - VALVE COLLARS	5 EA	\$325.00	\$1,625.00
		subtotal		\$69,795.50
SEWER IMPROVEMENTS				
40	8" SEWER MAIN - PVC SDR 35	743 LF	\$26.00	\$19,318.00
41	INSTALL 5-FOOT DIA. MANHOLE ON EX. 18-INCH SEWER MAIN - 700 SOUTH	1 EA	\$4,000.00	\$4,000.00

ITEM NO.	LINE ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT OF ESCROW
42	INSTALL 5-FOOT DIA. MANHOLE	1 EA	\$2,450.00	\$2,450.00
43	INSTALL 4-FOOT DIA. MANHOLE	2 EA	\$2,250.00	\$4,500.00
44	CLEANOUT WITH MANHOLE RING AND COVER	2 EA	\$750.00	\$1,500.00
45	INSTALL CHECK VALVE	2 EA	\$750.00	\$1,500.00
46	INSTALL 2-INCH FORCE MAIN - PVC	416 LF	\$7.50	\$3,120.00
47	SEWER - INSTALL 4" LATERALS FOR LOTS	10 EA	\$950.00	\$9,500.00
48	SEWER - INSTALL 1.5" PRESSURE LATERALS FOR	11 EA	\$1,000.00	\$11,000.00
49	700 SOUTH - CONNECT TO EXISTING SEWER MAIN	1 LS	\$1,000.00	\$1,000.00
50	700 SOUTH - TRENCH RESTORATION FOR SEWER LATERALS	4 EA	\$2,500.00	\$10,000.00
51	SEWER - MANHOLE / CLEANOUT COLLARS	6 EA	\$325.00	\$1,950.00
subtotal				\$69,838.00
IRRIGATION & SECONDARY WATER SYSTEM				
52	WEST GRAVITY LINE: CONNECT TO EXISTING 24" RCP LINE	2 EA	\$750.00	\$1,500.00
53	WEST GRAVITY LINE: 24" RCP PIPE (+ COVER PIPE/DITCH)	1,116 LF	\$34.00	\$37,944.00
54	WEST GRAVITY LINE: 15" RCP PIPE	10 LF	\$28.00	\$280.00
55	WEST GRAVITY LINE: 3" x 3" IRRIGATION DIVERSION	5 EA	\$1,000.00	\$5,000.00
56	WEST GRAVITY LINE: 15" IRRIGATION HEAD GATE: SWANSON MODEL 102	2 EA	\$500.00	\$1,000.00
57	WEST GRAVITY LINE: 24" IRRIGATION HEAD GATE: SWANSON MODEL 102	4 EA	\$600.00	\$2,400.00
58	SECONDARY WATER STORAGE RESERVOIR. INCLUDES PAVED DRIVEWAY	1 LS	\$8,000.00	\$8,000.00
59	6"-INCH IRRIGATION MAIN: SDR 21 - CLASS 200 - WITH FITTINGS, COMPLETE	270 LF	\$19.00	\$5,130.00
60	8"-INCH IRRIGATION MAIN: SDR 21 - CLASS 200 - WITH FITTINGS, COMPLETE	491 LF	\$23.00	\$11,293.00
60A	10"-INCH IRRIGATION MAIN: SDR 21 - CLASS 200 - WITH FITTINGS, COMPLETE	1,080 LF	\$27.00	\$29,160.00
61	IRRIGATION SERVICE, COMPLETE	21 EA	\$300.00	\$6,300.00
62	6" GATE VALVES	5 EA	\$300.00	\$1,500.00
63	2" DRAIN LINES	2 EA	\$175.00	\$350.00
64	VALVE COLLARS	4 EA	\$125.00	\$500.00
65	THRUST BLOCKING	1 LS	\$1,000.00	\$1,000.00
66	PUMP BUILDING & APPURTENANCES	1 LS	\$35,000.00	\$35,000.00
67	VFD GRUNDFOS SUBMERSIBLE PUMP	1 LS	\$18,000.00	\$18,000.00
68	POND SLOPES - FABRIC OVERLAIN BY COBBLE	12,668 SF	\$1.00	\$12,668.00
69	POND: 20' SWING GATE	1 LS	\$1,000.00	\$1,000.00
70	POND: 6' CHAIN LINK FENCING	1,113 LF	\$9.00	\$10,017.00
subtotal				\$188,042.00
SWPPP				
37	INLET PROTECTION	4 EA	\$200.00	\$800.00
38	SILT FENCE OR BERM	3,340 LF	\$1.25	\$4,175.00
39	CONCRETE WASHOUT & SIGNAGE	1 LS	\$100.00	\$100.00
40	STABILIZED ENTRANCE	1 LS	\$400.00	\$400.00
41	WADDLE	11 EA	\$25.00	\$275.00
subtotal				\$5,750.00
TOTAL SUBDIVISION CONSTRUCTION COST				\$628,834.98
10% contingency (based on original construction cost)		1 l.s.	\$62,883.50	\$62,883.50
5% inspection fee		1 l.s.	\$31,441.75	\$31,441.75
TOTAL REQUIRED FOR ESCROW				\$723,160.23
Total Escrow Amount				\$723,160.23

Jones & Associates Consulting Engineers

SUBDIVISION COST ESTIMATE APPROVAL

 Date: 12/15/16
 Brent W. Slater, PLS
 Jones & Associates

SAMPLE SUBDIVIDER'S ESCROW AGREEMENT
(The signed original shall substantially conform to this document)

Agreement made this ____ day of _____, 20____, between Marriott-Slaterville City, a municipal corporation (hereafter referred to as "City"),
____ (hereafter referred to as "Subdivider"), and
____ of _____, Utah, (hereafter referred to as "Escrow Agent")

RECITALS

WHEREAS, the City and Subdivider have entered into a Subdivision Improvement Agreement dated _____, attached hereto as Exhibit "A", for the subdivision and construction of improvements on certain land located in the City known as the _____ Subdivision;

WHEREAS, Subdivider has requested and received final approval from the City;

WHEREAS, because of financial limitations, the Subdivider is unable to install all the improvements required by the City's Subdivision Ordinance, and Subdivider has therefore requested the City allow the development of the subdivision in accordance with the provision of the ordinance whereby the Subdivider may make payments upon the proposed subdivision improvements by filing necessary deposits in escrow to cover the costs of improvements; and

WHEREAS, Subdivider now desires to enter this Escrow Agreement as security for the completion of the improvements, and for compliance with the applicable ordinances, rules, regulations, requirements, statutes, and standards of the City;

NOW, THEREFORE, the Parties hereto mutually agree as follows:

AGREEMENT

1. Appointment of Escrow Agent. _____ is hereby appointed Escrow Agent, and as Escrow Agent shall hold, in a separate escrow account, the sum reflected in paragraph 2 below, subject to the terms and conditions set forth in this instrument.
2. Deposit in Escrow. The Subdivider shall deposit with Escrow Agent the sum of \$_____, representing 110% of the entire cost of all improvements enumerated in Exhibit "A" and incorporated herein by this reference. The cost of the improvements shall be determined by the City Engineer for each off-site improvement item.
3. Application of Escrow Funds. It is agreed by all the Parties to this Agreement that the sum of the money indicated in paragraph 2 above shall be used exclusively for the purposes of paying for the costs of materials and the construction and installation of all improvements required by the Subdivision Ordinance. The undersigned further agrees that the money held in the Escrow Account shall be distributed to the appropriate

contractors and subcontractors only upon written authorization by an authorized officer of the City. Such written authorization shall be made upon City's letterhead and bear the City's corporate seal indicating review and approval by the City.

4. **Retention of Escrow Funds.** A sum equal to 10% of the escrowed amount or \$_____, shall remain with the Escrow Agent for a period of one (1) year after conditional acceptance by the City, in accordance with the terms of Exhibit "A".
5. **Application and Return of 10% Security.** All demands by the City to perform corrections or completion of improvements, if not performed or completed in accordance with City's ordinances, rules, regulations, requirements, statutes, and standards, shall be made by certified mail, with a copy also sent to the Escrow Agent. If the defect or default is not corrected or improvement not completed within 30 days following service of such demand, the City may recover the defect or complete improvements and charge the Subdivider such costs, unless Subdivider requests in writing, via certified mail, with a copy sent to Escrow Agent a hearing before the City's executive officer, or other designated hearing officer(s), within the aforementioned 30 day period of time respecting the alleged defects or incomplete items. The Escrow Agent, upon receiving reasonable proof from the City of the defect or uncompleted item, and that the City has incurred costs relating to the correction of such shall pay to the City from the Escrow Account the total cost of correcting the defect or uncompleted item. The Escrow Agent shall be held harmless by the Parties for its payment to the City.
6. **Release of Escrow.** One (1) year after the date of final acceptance of the improvements, if there remain no latent defects or uncompleted items, the City shall certify such fact to the Escrow Agent who shall release to the Subdivider any money still held in the Escrow Account and the Escrow Agent shall be discharged of its obligations.
7. **Attorney's Fees and Costs.** Each Party agrees to pay its own costs and attorney's fees incurred under any suit or claim relating to this Agreement.
8. **Assignment.** This Agreement is not assignable.
9. **Entire Agreement.** The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter hereof. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein.
10. **Governing Law.** This Agreement shall be construed and enforced according to the laws of the State of Utah.
11. **Headings and Construction.** The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this

Agreement. This Agreement shall be interpreted according to the plain meaning of the text herein.

12. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

By: _____
Subdivider(s)

By: _____
Escrow Agent
Account No.: _____

By: _____
Mayor, Marriott-Slaterville City

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

Exhibit D

**MARRIOTT-SLATERVILLE CITY
ORDINANCE 2016-12**

MORRIS MEADOW SUBDIVISION

**AN ORDINANCE OF MARRIOTT-SLATERVILLE CITY, UTAH, APPROVING THE
MORRIS MEADOWS SUBDIVISION; SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Marriott-Slaterville City (hereafter "City") is a municipal corporation, duly organized and existing under the laws of the State of Utah;

WHEREAS, *Utah Code Annotated* §§ 10-8-84 and 10-8-60 allow municipalities in the State of Utah to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, Title 10, Chapter 9a, of the *Utah Code Annotated*, 1953, as amended, enables municipalities to regulate land use and development;

WHEREAS, the City received an application that was duly filed for the Morris Meadows Subdivision (hereafter "Subdivision");

WHEREAS, Section 12.01.060 of the Marriott-Slaterville Municipal Code required this Subdivision to be adopted by Ordinance;

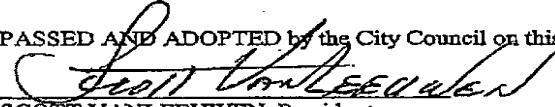
WHEREAS, after publication of the required notice the Planning Commission held its public hearing on July 19, 2016, to take public comment on the proposed ordinance, after which the Planning Commission gave its recommendation to approve this Ordinance on July 19, 2016;

WHEREAS, the City Council received the recommendation from the Planning Commission and held its public meeting on July 21, 2016;

NOW, THEREFORE, be it ordained by the City Council of Marriott-Slaterville as follows:

- Section 1:** **Repealer.** Any ordinance or portion of the municipal code inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.
- Section 2:** **Adoption.** In accordance with Section 12.01.060 of the *Marriott-Slaterville Municipal Code*, the Subdivision attached in Exhibit "A" is hereby approved.
- Section 3:** **Severability.** If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.
- Section 4:** **Effective date.** This Ordinance take effect immediately upon mayoral approval and posting.

PASSED AND ADOPTED by the City Council on this 21th day of July, 2016.


SCOTT VANLEEUVEN, President
Marriott-Slaterville City Council

Marriott-Slaterville City, Utah
Ordinance No. 2016-12 – Morris Meadows Subdivision

Page 2

PRESENTED to the Mayor this _____ day of July, 2016.
APPROVAL of the Mayor granted this _____ day of July, 2016.

Keith H. Butler
KEITH H. BUTLER, Mayor

ATTEST:
Becky L. Kendell
BECKY L. KENDELL, City Recorder

RECORDED this 21 day of July, 2016.
PUBLISHED OR POSTED this 21 day of July, 2016.

Municipal Council
Roll Call Vote Tally:

	Yes	No
Mr. Ihum	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Hodson	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Mr. Slater	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Smout	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. VanLeeuwen	<input checked="" type="checkbox"/>	<input type="checkbox"/>

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated §10-3-713, 1953 as amended, I, the City Recorder of Marriott-Slaterville City, hereby certify that foregoing Ordinance was duly passed and published or posted at: 1) City Hall, 2) Marriott Park, and 3) Slaterville Park on the above referenced dates.

Becky L. Kendell DATE *July 21, 2016*
BECKY L. KENDELL, City Recorder

Marriott - Staterville, Weber County, Utah
A Part of the Southwest Quarter of Section 13,
T12S, R10E, N12E, Township 6 North, Range 2 West, Salt Lake Base & Meridian
June 2016

Northwest Corner of Sec.
T. 4 N., R. 3 W., S. 24 E.
Meyer Co., Great Cap Mts.
2000 Good Condition

[illegible]

A PART OF THE STEERING GEARBOX OF SECTION 11, TYPE 1000, RANGE 2
WENT OF THE SAME CASE BASE AND MOUNTING.

[illegible][illegible]

State of Utah
County of

On this day of 1974, personally appeared before me the undersigned justice of the peace for said state and county, the following, being duly sworn, acknowledged to me that he is the majority owner of the above described LLC and that he is signed the above power of attorney, and that he acknowledged to me that he should if he and his wife should be the sole and personal heirs and estate.

[illegible][illegible]

WARRIOTT - SLATERVILLE ATTORNEY

_____ FURTHER NO. _____ FEE PAID _____
_____ ALICE ANN BROWN AND _____
_____ ATTORNEY _____ AT _____
_____ IN _____ COUNTY _____
_____ RECORD NO. _____
_____ COUNTY RECORDS _____
_____ BY _____

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MARIONET SLATERVILLE CITY PLANNING COMMISSION APPROVAL

This is to Certify that this Subdivision Plan was duly approved by the Marionette Slatterville City Planning Commission.

MARIONET SLATERVILLE CITY COUNCIL ACCEPTANCE

This is to Certify that this Subdivision Plan, the Production of Plans and other Public Maps and Financial Statements of Public Improvements Incorporated into this Subdivision, together with the Plan approved and accepted by the Marionette Slatterville City Council.

Mayor _____ Date _____ 2019

[illegible]

WARRDITT - SLATERSVILLE CITY ENGINEER

I certify that I have requested this post and that it is to be used in accordance with subscription for the same and will be paid at _____ day of _____, 2016.

MARRIOTT - SLATERSVILLE ATTORNEY

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08-09-2001 BY 60322
UCBAW

द्वितीयः प्रश्नः