

E 3000397 B 6697 P 49-70
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/06/2017 10:35 AM
FEE \$0.00 Pgs: 22
DEP RT REC'D FOR SOUTH WEBER CITY

RETURNED

FEB 06 2017

13-006-0002,0025,0031,
0032

13-023-0022

Cost Share Agreement

Old Maple Farms Subdivision Regional Detention Basin

Fords, Inc. & South Weber City

COST SHARE AGREEMENT

THIS COST SHARE AGREEMENT ("Agreement") is made and entered to be effective the 24 day of January 2017, by and between SOUTH WEBER CITY, a Utah Municipal Corp. ("City"), and Fords, Inc., a Utah corporation ("Fords"). All parties shall hereinafter be referred to collectively as the "**Parties**" and sometimes individually as a "**Party**" or by said party's given name or individual designation as the case may be. Fords may also be referred to as "**Developer**."

RECITALS:

- A. Developer represents that it owns certain real property or is the authorized agent for certain real property located within the City (the "**Property**"), more particularly described on Exhibit "A".
- B. The Developer wishes to develop or otherwise improve the Property into a residential subdivision known as Old Maple Farms Subdivision, pursuant to the City's subdivision, zoning and land use planning ordinances and requirements.
- C. As such, the developer would be required by ordinance to install a detention basin to service the Property (the "**Regional Basin**").
- D. The City has need of additional detention capacity for its own needs in the vicinity of the Property. The City has determined it is not as cost effective to install, maintain and regulate several separate detention basins in the vicinity of the Property, and that one larger detention basin sufficient to service both the Property and the City's needs is more feasible, cost effective and efficient.
- E. Said proposed combined detention basin reduces the City's long-term operation and maintenance costs and creates a better value for the City at large.
- F. The Developer is also required by ordinance to construct utility pipelines of sufficient size to adequately serve the lots within its development of the Property.
- G. The City also has need for larger storm drain pipelines running within the Property for future development outside the Property than would be required by ordinance for the Developer to install.
- H. Therefore, the City has determined that given the storm drain pipelines that would be required of the Developer, it is not as cost effective to install, maintain and regulate several separate pipelines within the Property to meet the demand of future development outside the Property, and that upsizing the storm drain pipelines within the Property is more feasible, cost effective and efficient.

NOW THEREFORE, the Parties hereto intending to be legally bound and in consideration of their respective undertakings made and described herein, and for other good and valuable consideration, do agree as follows:

1. **Recitals.** The above recitals are incorporated herein by reference and made a part hereof.
2. **Project Location and Description.** The City hereby commits to participate in:
 - a. The cost of upsizing of the storm drain outfall line from 475 East to the Regional Basin, located within the Property; and
 - b. The cost of construction of a regional detention basin located within the Old Maple Farms Phase 3 Subdivision (labeled as “**Regional Basin**” in the Preliminary Plat), as depicted on Exhibit “B”.

The combination of the different aspects of construction listed above constitute the “**Project**”. The Project shall be managed by the Developer, designed by Developer’s engineer, Reeve & Associates, and constructed by a construction contractor hired and paid by Developer. The design standards and specifications for the Project shall be submitted to and approved by the City engineer. The precise location of the Regional Basin may be subject to approval by the U.S. Army Corps of Engineers and the Utah State Engineer, if applicable.

The areas within and without the Property that will be served by the Regional Basin are depicted on the Concept Plan attached hereto as Exhibit “D.” The Parties agree that no other properties may drain storm runoff into and be served by the Regional Basin.

3. **The Role of the Parties.** During construction the Developer shall act as the owner on the Project and the sole payer on the contract for the construction of the Project, subject to the Parties’ payment obligations set forth herein. This Agreement does not create, nor is intended to create, a partnership, joint venture or any other business entity or relationship between the Parties, except for the express contractual and independent obligation of payment set forth herein. The Parties to this Agreement do not have the authority to bind or otherwise obligate any other Party to this Agreement individually or collectively to a third party or person in any capacity whatsoever.

4. **Consideration.** Inasmuch as the Developer would be required to construct a detention basin for development of the Property, the Parties have agreed to participate jointly in the cost of construction of the Regional Basin. The proportionate share analysis giving rise to the each Party’s financial obligations for constructing of the Regional Basin is attached hereto as Exhibit “C.” The estimated cost of constructing the Regional Basin and the related costs of outfall lines, and each Party’s associated cost is summarized in Exhibit “E”; the City’s portion owed to the Developer being \$322,348.19.

Additionally, the City agrees to be solely liable for the cost of upsized storm drain pipe and related structures located outside the Property within 475 East. Developer shall be responsible to supervise all construction activities associated with lying those drain pipes and related structures within Old Maple Road and Kingston Drive, with City and Developer liable for their respective portions of the cost of such construction activities as summarized in Exhibit “E”.

5. **Cost Share.** The Parties acknowledge and agree that the amounts shown on the Exhibit "E" for all items final as between the Parties, even if the actual costs paid by Developer later turn out to vary from the amounts shown on Exhibit "E". The amounts shown on Exhibit "E" are subject to subsequent revision only as provided below.

(a) *Change Orders.* The Parties acknowledge that construction projects often require changes orders due to unanticipated circumstances. Change orders for the Project may not be based on: (i) increases in pre-established subcontractor bids, negotiated contracts or purchase orders; (ii) unanticipated changes in the schedule of performance; or (iii) replacement costs for non-performing or defaulting subcontractors. Any proposed change order for the Project must be approved by both Developer and City staff (in compliance with City's procurement policy), and adjustments to the amount shown on Exhibit "E" shall be negotiated between the Parties at the time Developer proposes each such additive change order. The Parties specifically anticipate that if the Regional Basin cannot be located at the site shown on Exhibit "B" due to regulatory restrictions imposed by the U.S. Army Corps of Engineers or the Utah State Engineer, then a change order shall be mandatory and the Parties shall negotiate in good faith to revise the figures shown in Exhibit "E" to conform to the changed costs resulting from the site relocation of the Regional Basin.

(b) *Ray Parcel.* Exhibit "B" depicts a parcel labeled "Ray Family – 13-006-0002", containing approximately 13,285 square feet adjacent to the Regional Basin (**the Ray Parcel**). The Parties acknowledge that a portion of the Ray Parcel is needed for the Regional Basin. Accordingly, City agrees to exercise reasonable efforts to acquire by donation the Ray parcel. Upon acquisition of the Ray Parcel, City agrees that the perpetual use of the Ray Parcel shall be for uses related to the Regional Basin and the pedestrian trail, as depicted on Exhibit "B". City also agrees that Developer may elect to relocate a segment of the Riverdale Bench Canal from its existing location to a course traversing the Ray Parcel in the approximate location shown on Exhibit "B".

6. **Payments by City to Developer.** The Parties agree that Developer shall be responsible to provide all initial funding to complete construction of the Project. The City shall be liable to reimburse Developer for the City's share of Project costs as provided in Exhibit "E", on the following terms:

- a. City shall have the option, but not the obligation, to repay all or a portion of its entire share of Project costs by the date that is one (1) year from the date of this Agreement. Any amount so paid shall bear no interest.
- b. In the event the entire balance is not paid by City as described in Section 6.a above, then City shall be liable to pay the entire remaining balance (including all accrued but unpaid interest) on the date that is two (2) years from the date of this Agreement.
- c. From and after the date that is one (1) year from the date of this Agreement, the balance owed by City shall bear interest at two percent (2.00%) per annum above the prime rate published in the Wall Street Journal, compounded monthly, and with the rate adjusted quarterly.

- d. City shall not be obligated to make any payment to Developer until City has issued the "Conditional Acceptance" (as defined in Section 8(b)), which shall not be unreasonably delayed, conditioned or denied.

Additionally, the Parties agree that the storm water impact fees that will be payable to City by Developer with respect to the Property are \$665.00/ERU, and 3,365 s.f. of hard surfacing = 1 ERU (the "**Impact Fees**"). Therefore, the Impact Fees equal the sum of \$33,915.00 (51 lots @ \$665.00) for storm water impact fees for the single-family lots within the Property, and \$54,530.00 (7.45 Ac w/ 15% landscaping = 82 ERU's) for storm water impact fees for the multi-family housing on the Property. The Parties further agree that the Impact Fees shall be deemed paid in full by Developer effective as of the date of this Agreement, but conditioned on Developer's completion of construction of the Project and City's issuance of the Conditional Acceptance. Finally, the amount of the Impact Fees shall be treated as payment-in-kind as of the date of this Agreement of a portion of the amount owed by City to Developer for City's portion of its entire share of Project costs. That in-kind payment is reflected in Exhibit "E".

7. Timing of Completion of Construction / Selection of Contractor. As a condition to City's issuance of building permits for Old Maple Farms Phases 1 and 2, Developer must complete construction of a portion of the Regional Basin having sufficient capacity to retain at least 2.3 acre feet of storm water runoff. Thereafter, Developer shall diligently pursue completion of construction of the Regional Basin and the storm drain pipe in 475 East outside the Property, with the goal that all the improvements will be substantially completed on or before December 31, 2018. At the request of City, Developer shall provide updates on the status of the construction of the improvements, including, but not limited, providing copies of any schedules or contracts related to such construction. Notwithstanding the foregoing, in no event shall City be responsible for any damages resulting from Developer's failure to timely complete the improvements.

The Parties agree that the general contractor for the construction of the Project shall be an affiliate of Developer (the "**Contractor**"). Developer shall cause the Contractor to be licensed and bonded.

8. Escrow. To assure and guaranty the satisfactory and timely construction/installation of the Project improvements, Developer shall escrow with City (the "**Escrow**") an amount equal to the final cost of all Project materials, supplies, and contractor's fees as shown on the final revised Exhibit "E" (the "**Deposit**"). City hereby irrevocably agrees to hold and disburse the Deposit only in accordance with the express terms of this Agreement.

(a) *Partial Releases.* Owner may request that City approve partial releases from the Escrow from time-to-time upon completion by the Developer of portions of Project improvements. Each such disbursement request shall be accompanied by certifications and invoices from Developer's contractor showing percentage of work completed and supplies installed for the Project. ~~Partial releases of the Deposit from Escrow shall not be unreasonably withheld, delayed or conditioned.~~

(b) *Inspection.* The City shall have the right to inspect the Project improvements during construction. At such time as Developer deems construction of the Project to be substantially complete, City staff shall inspect the Project for completeness and substantial conformity to the civil construction plans. Upon satisfaction of that inspection, City shall issue a “**Conditional Acceptance**” of the Basin, and the one (1) year warranty period (discussed below) shall commence. When the one year warranty period expires, and if the improvements to the Project remain in acceptable condition, City will promptly issue a “**Final Acceptance**”.

(c) *Warranty Period.* For a period of one (1) year following the City’s issuance of the Conditional Acceptance, City may withhold release of up to ten percent (10%) of the Deposit. At any time during that one year warranty period, City may inspect the Project improvements to determine whether there has occurred any material failure to satisfy the standards set forth in the civil construction plans. In the event of such failure, Developer shall be required to complete the repairs needed to bring the Project improvements into substantial compliance with such standards. If the amount of the Deposit remaining in Escrow is inadequate to pay for those repairs, Developer shall be required to pay for those repairs (subject to reimbursement by City as provided in Section 6 above).

(d) *Full Release of Deposit.* Upon completion of such repairs, or the City’s earlier issuance of the Final Acceptance, all remaining funds in the Escrow shall be returned to Developer.

9. **Dedication.** Upon the City’s issuance of the Conditional Acceptance, Developer shall dedicate or cause to be dedicated to the City, the portion of the Property comprising the Regional Basin, subject to all easements, covenants, conditions and restrictions now of title. Following such dedication the Regional Basin shall serve the storm detention needs of all phases of the Old Maple Farms Subdivision approved by the City thereafter. Upon such dedication, the City shall assume all responsibility for maintenance of the Regional Basin.

10. **Hold Harmless.** The Developer on behalf of its respective agents, successors and assigns, all affiliated persons and entities, dba's, attorneys, owners, officers, agents, directors, employees and family members, both past and present, shall hold the City harmless, and shall defend and indemnify the City and its related and affiliated persons or entities, officers, agents, directors, employees, council members, successors and assigns, and attorneys from any and all complaints, claims, demands, damages, actions, judgments, causes of action or suits of whatever kind or nature, both known and unknown, and which have existed, which now exist or which may hereafter accrue between the Parties and third parties because of or arising out of the Parties' obligations hereunder generally, and with respect to the hiring of the contractor and the construction of the Project specifically, so long as said claims, demands, damages, suits, etc. do not flow from the City's intentional or gross misconduct. Notwithstanding anything to the contrary in this Agreement generally, and this Section 10 specifically, the City's governmental immunity against any such claims, if any, pursuant to law, is not waived and shall remain in full force and effect. ~~The Developer shall obtain and maintain liability insurance in the amount of \$1,000,000.00 during the entirety of the Project and shall provide the City a copy of the certificate of said insurance. Furthermore, the Developer warrants and guarantees that its~~

employees and all sub-contractors employees are sufficiently covered by workers compensation insurance.

11. **Amendment.** Any amendment, modification, termination, or rescission affecting this Agreement shall be made in writing, signed by the Parties, and attached hereto.

12. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, such declaration shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as long as the effect, consideration and material intent of this Agreement as to each Party are achieved.

13. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah, and any dispute arising pursuant to this Agreement shall be subject to the jurisdiction of the Second Judicial District, Farmington Department, State of Utah.

14. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions. No waiver shall be binding unless executed in writing by the waiving Party.

15. **Captions.** The Captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

16. **Integration.** This is a fully integrated agreement. As to all matters between the Parties regarding the Regional Basin and the upsized storm drain pipe to be installed in 475 East, this Agreement contains the entire and integrated agreement of the Parties as of its date.

17. **Default.** Time is of the essence in strictly meeting the deadlines set forth within this Agreement, and failure to do so shall constitute a material breach hereof. Regardless of the type of default of this Agreement, which would include the filing of Bankruptcy, by any Party or Parties under the terms of this Agreement, the non-defaulting Party or Parties shall, in addition to any other legal remedy or remedies, be entitled to collect from the defaulting Party or Parties all costs and attorney's fees reasonably incurred in enforcing this Agreement, regardless of whether suit is instituted or whether such fees or costs are incurred in connection with any bankruptcy matter or proceeding.

18. **Knowledge.** The Parties have sought legal representation in this matter and for purposes of entering into this Agreement and have read this Agreement and understand all of its terms.

19. **No Representations or Warranties.** Except for the duties, obligations and express warranties of the Parties set forth herein, including each Party's representation and warranty that each Party has authority to sign for and bind themselves and the persons or entities for whom they sign or for whom they imply to sign, the Parties make no representations or warranties of any kind or nature whatsoever.

20. **No Warranty of Subdivision Approval.** Nothing in this Agreement expressly or impliedly guarantees or otherwise warrants the approval, final or otherwise, of the City or any of

its subdivisions of any subdivision or other land use application with respect to the Property or any portion thereof, inasmuch as said approval(s) is a legislative determination to be carried out independently by and through the different and varying bodies and commissions of the City, including, but not limited to, the City Council.

21. Notice. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given if transmitted by first class United States mail, postage prepaid, or by delivering the same by FedEx or similar courier service, or by personal delivery, to the intended addressee. Notice so mailed shall be effective three (3) business days following its deposit in the mail, and notice by personal delivery or courier service shall be effective on the day of receipt. For purposes of notice, the addresses of the Parties shall be as set forth below; provided, however, that any party shall have the right to change its address for notice hereunder to any other location by the giving of notice to the other parties in the manner set forth above.

South Weber City
1600 E, South Weber Drive
South Weber, Utah 84405

Fords, Inc.
Attn: Michael H. Ford, President
1110 E. South Weber Dr.
South Weber, Utah 84405

22. Warranty.

a. Developers warrant to City that all materials and supplies furnished under this Agreement will be new unless otherwise specified, and that all said materials and supplies will be of good quality, free from faults and defects and in conformance with the civil construction plans described above in this Agreement. All such material and supplies not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. If required by City, the Developer shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

b. Without limiting any special warranties contained herein, Developer guarantee that the Project and all portions thereof will be free from all defects in material and workmanship for a period of one (1) year following completion of the Project. As part of the guarantee, Developer agrees to commence repair or replacement of any defective material or equipment and performance of any labor necessary to correct any such defect in the Project within thirty (30) business days after receipt of notice thereof and thereafter to diligently prosecute all corrective work to completion, all at Developer's sole cost.

23. Incorporation of Exhibits. Each of the exhibits attached hereto are hereby incorporated herein by this reference.

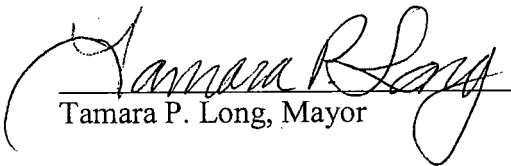
24. Indemnification. Except as otherwise specifically provided elsewhere in this Agreement and any exhibits hereto each party shall protect defend indemnify and hold harmless the other party and their officers agents and employees or any of them from and against any and all claims

actions suits liability loss costs expenses and damages of any nature whatsoever which are caused by or result from any negligent act or omission of the party's own officers agents and employees in performing services pursuant to this Agreement. In the event that any suit based upon such a claim action loss or damage is brought against a party the party whose negligent action or omissions gave rise to the claim shall defend the other party at the indemnifying party's sole cost and expense and if final judgment be rendered against the other party and its officers agents and employees or jointly the parties and their respective officers agents and employees, the parties whose actions or omissions gave rise to the claim shall satisfy the same provided that in the event of concurrent negligence each party shall indemnify and hold the other parties harmless only to the extent of that party's negligence. The indemnification to the City hereunder shall be for the benefit of the City as an entity and not for members of the general public. The indemnification provided in this Section shall endure until the City's issuance of the Final Acceptance.

25. Recordation and Release. No later than 10 days after this Agreement has been executed by City and Developer, it shall be recorded in its entirety, at Developer's expense, in the Official Records of Davis County, Utah. This Agreement shall be binding on the successors and assigns of Developer. No later than 10 days after the date City issues the Final Acceptance (as defined in Section 8(b)), Developer shall prepare, and Developer and City shall execute, a form of release of this Agreement, and Developer shall cause it to be recorded at Developer's expense in the Official Records of Davis County, Utah.

EXECUTED on the dates indicated below, to be effective as of the day and year first above written.

SOUTH WEBER CITY:



Tamara P. Long, Mayor

February 1, 2017
Date

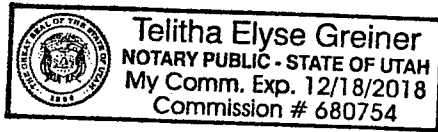
Attest: 

Elyse Greiner, City Recorder

February 1, 2017
Date

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 1 day of February, 2017, by Tamara P. Long in her capacity as Mayor of South Weber City, a municipal and political subdivision of the State of Utah.



Telitha Elyse Greiner
NOTARY PUBLIC

DEVELOPER:

Fords, Inc.
a Utah corporation

By: *Michael H. Ford*
Michael H. Ford

2/2/17
Date

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 2 day of February, 2017, by Michael H. Ford in his capacity as President of Fords, Inc.



Telitha Elyse Greiner
NOTARY PUBLIC

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "A" – THE PROPERTY

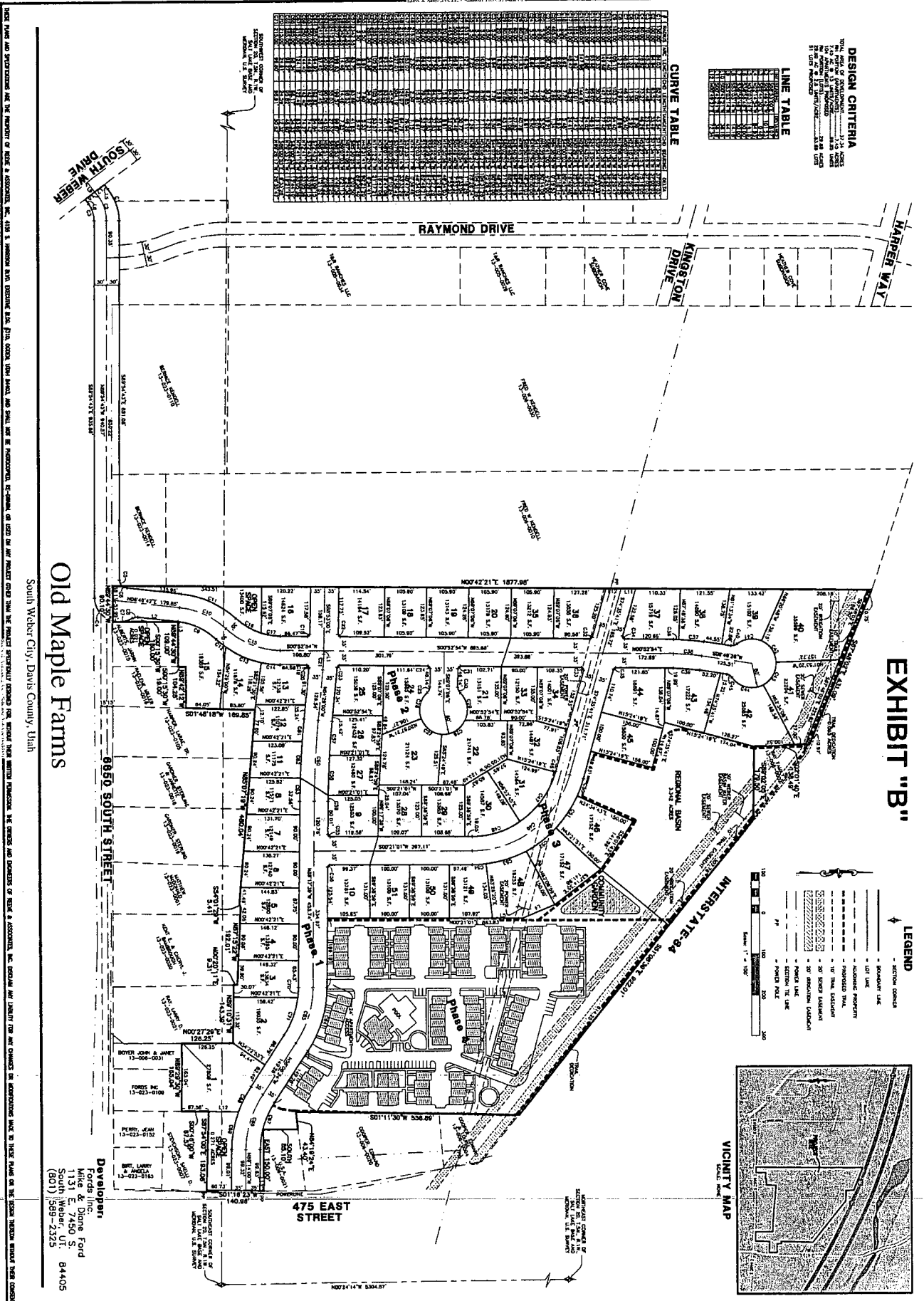
OLD MAPLE FARMS BOUNDARY DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 20 AND THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N89°28'27"W ALONG THE SECTION LINE 1715.02 FEET AND S00°42'21"W 272.52 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE N00°42'21"E 1877.98 FEET; THENCE S67°48'02"E 431.09 FEET; THENCE S51°08'39"E 1135.80 FEET; THENCE S01°11'30"W 558.89 FEET; THENCE N84°19'24"E 43.40 FEET; THENCE SOUTH 85.10 FEET; THENCE EAST 150.00 FEET; THENCE S01°16'23"W 140.96 FEET; THENCE N87°54'00"W 193.06 FEET; THENCE N00°49'27"E 1.97 FEET; THENCE S89°59'59"W 102.00 FEET; THENCE S00°00'01"E 243.86 FEET; THENCE N89°21'01"W 65.37 FEET; THENCE N00°27'29"E 301.30 FEET; THENCE N89°10'31"W 143.39 FEET; THENCE N00°20'11"E 9.31 FEET; THENCE N89°15'22"W 192.01; THENCE S54°01'29"W 5.41 FEET; THENCE N85°07'19"W 480.04 FEET; THENCE S01°48'18"W 169.85 FEET; THENCE N89°42'12"W 104.28 FEET; THENCE S00°15'30"W 19.00 FEET; THENCE N89°44'30"W 109.00 FEET; THENCE S00°15'30"W 160.00 FEET; THENCE N89°44'30"W 90.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 37.735 ACRES

EXHIBIT "B"
DEPICTION OF REGIONAL BASIN



DESIGN CRITERIA

DATE OF DEVELOPMENT: 11/14/2018
 DATE OF SURVEY: 11/14/2018
 PROJECT: OLD MAPLE FARMS
 SHEET: 63 OF 63

LINE TABLE

LINE NO.	LINE TYPE	START POINT	END POINT
1	BOUNDARY LINE
2

CURVE TABLE

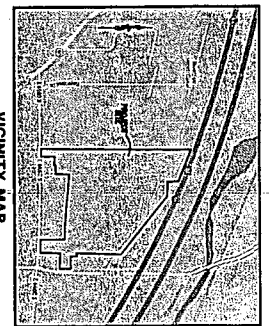
CURVE NO.	START POINT	END POINT	...
1
2

EXHIBIT "B"

LEGEND

- BOUNDARY LINE
- UTILITY LINE
- ...

SCALE: 1" = 100'



Old Maple Farms

South Weber City, Davis County, Utah

Developer:
Mike & Diane Ford
1131 E. 7450 S.
South Weber, UT 84405
(801) 569-2325

THIS PLAN AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC. 1131 E. 7450 S. SOUTHWEBER CITY, UTAH. THESE PLANS SHALL BE USED ONLY FOR THE PROJECT SPECIFICALLY REFERRED TO ON THESE PLANS. ANY REUSE OR MODIFICATION OF THESE PLANS WITHOUT THE WRITTEN PERMISSION OF REEVE & ASSOCIATES, INC. IS STRICTLY PROHIBITED. THE OWNER AND CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREOF BEFORE THEIR CONSTRUCTION.

<p>1</p> <p>Sheet 63 of 63</p>	<p>2</p>	<p>PROJ. INFO</p> <p>Project Name: Old Maple Farms</p> <p>Owner: Mike & Diane Ford</p> <p>Design Date: January 12, 2018</p> <p>City: South Weber, UT</p> <p>County: Davis</p>	<p>REVISIONS</p> <table border="1"> <tr><th>DATE</th><th>DESCRIPTION</th></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>	DATE	DESCRIPTION					<p>Old Maple Farms</p> <p>PART OF THE SE 1/4 OF SECTION 20 AND THE NW 1/4 OF SECTION 38, T.10N., R.17W., S.18B./M.; U.S. SURVEY, SOUTH WEBER CITY, DAVIS COUNTY, UTAH</p> <p>Preliminary Plan</p> <p>'Not to be Recorded'</p>	<p>Reeve & Associates, Inc.</p> <p>1131 E. 7450 S. SOUTHWEBER CITY, UTAH 84405 TEL: (801) 569-2325 FAX: (801) 569-2325</p>
				DATE	DESCRIPTION						
<p>PLANNED BY: Mike & Diane Ford</p> <p>DESIGNED BY: Mike & Diane Ford</p> <p>CHECKED BY: Mike & Diane Ford</p> <p>DATE: 11/14/2018</p>											

EXHIBIT "C"
PROPORTIONATE SHARE ANALYSIS

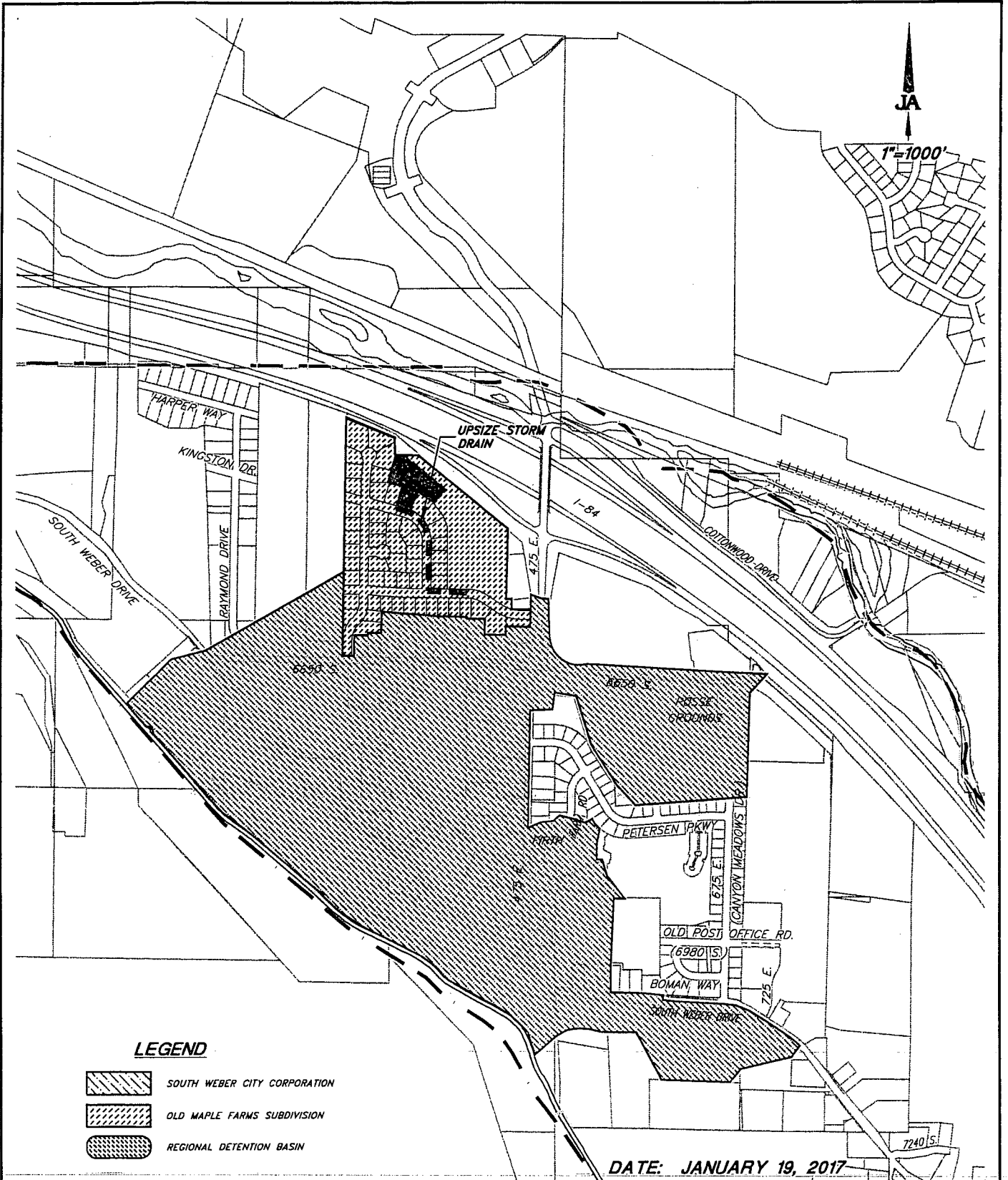
Exhibit "C"

Old Maple Farms Detention Basin - Proportionate Share Analysis

Description	Contributing Drainage Areas (Ac)	Contributing Drainage Areas (s.f.)	Volume, based on drainage areas (AF)	Volume, based on drainage areas (c.f.)	% Share of 6.40 AF Total Detained Volume
Old Maple Farms Subdivision (All Phases, including apartments)	37.34	1,626,530	1.700	74,052	27%
South Weber City -- (Portions of areas along South Weber Drive, 6650 South, 475 East and the Riverside Place Development - See Exhibit "D")	220.3	9,594,526	4.700	204,732	73%
TOTALS	257.60	11,221,056	6.40	278,784	100%

EXHIBIT "D"

DEPICTION OF CONCEPT PLAN



JONES & ASSOCIATES

Consulting Engineers

1716 East 5600 South
South Ogden, Utah 84403
476-9767 FAX 476-9768

**SOUTH WEBER CITY CORPORATION
OLD MAPLE FARMS COST SHARE PROJECT**

EXHIBIT "D"

EXHIBIT "E"

COST OF CONSTRUCTING THE REGIONAL BASIN AND THE RELATED COSTS

Exhibit "E"

~ COST SHARE ANALYSIS ~

I. Detention Basin - Proportionate Share

Item	Description	Qua.	Unit	Unit Price	Total
1	6' Diameter Manhole	7	ea	\$2,800.00	\$19,600.00
2	30" RCP	250	l.f.	\$50.00	\$12,500.00
3	42" RCP	480	l.f.	\$72.00	\$34,560.00
4	42" RCP Flared end section w/ grate	1	ea	\$1,800.00	\$1,800.00
5	Excavate Detention Basin	1	l.s.	\$26,500.00	\$26,500.00
6	Fine Grade & topsoil (4" thick)	88,427	s.f.	\$0.55	\$48,634.85
7	Sprinkler System & Sod	88,427	s.f.	\$0.85	\$75,162.95
8	Outlet Control Structure	1	l.s.	\$10,000.00	\$10,000.00
Subtotal =					\$228,757.80

Responsible Party	% Share	Shared Cost
Old Maple Farms Subdivision (All Phases, including apartments)	27%	\$61,764.61
South Weber City -- (Portions of areas along South Weber Drive, 6650 South, 475 East and the Riverside Place Development - See Exhibit "D")	73%	\$166,993.19

II. 475 East S.D. Outfall - Upsizing to Detention Basin

Item	Description	Qua.	Unit	Unit Price	Total
9	15" to 36" RCP Upsizing	416	l.f.	\$26.00	\$10,816.00
10	18" to 36" RCP Upsizing	666	l.f.	\$24.00	\$15,984.00
11	4' to 5' Manhole/Junction Box Upsizing	8	ea	\$500.00	\$4,000.00
Subtotal =					\$30,800.00

III. Land Due to Upsizing Detention Basin

Item	Description	Qua.	Unit	Unit Price	Total
12	Land Acquisition (lost lots per Valbridge independent appraisal, dated 12/19/2016)	3	Lot	\$71,000.00	\$213,000.00
Subtotal =					\$213,000.00

Summary of Costs for South Weber City

I. Detention Basin - Proportionate Share	\$166,993.19
II. 475 East S.D. Outfall - Upsizing to Detention Basin	\$30,800.00
III. Land Due to Upsizing Detention Basin	\$213,000.00
SUBTOTAL =	\$410,793.19

Credit for Impact Fees/Assessed

Item	Description	Qua.	Unit	Unit Price	Total
13	Single-family lots, Zoned R-M	51	ERU	\$665.00	\$33,915.00
14	Multi-family (apartments), Zoned R=H (7:45 Ac w/ 15% landscaping --> 275,844 s.f. hard surfacing / 3,365 s.f. per ERU = 82 ERU's)	82	ERU	\$665.00	\$54,530.00
Subtotal =					\$88,445.00

TOTAL OWED TO DEVELOPER = \$322,348.19