

When recorded return to:
South Weber City
1600 East South Weber Drive
South Weber, UT 84405

RETURNED
APR 11 2019

13-018-0082, 0080, 0083, 0081,
0079, 0071, 0076

13-323-0201 thru 0224

**DEVELOPMENT AGREEMENT
FOR THE RIVERSIDE PLACE SUBDIVISION
IN SOUTH WEBER CITY**

This DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of this 16th day of April, 2019, by and between **MB – RIVERSIDE PLACE PHASE 4, 5, 6, LLC**, a Utah limited liability company and **MB – Riverside Place, LLC**, a Utah limited liability company, of 1245 East Brickyard Road, Suite 100, Salt Lake City, Utah 84106 (hereinafter referred to as "Owners"), and **SOUTH WEBER CITY**, a municipal corporation of the State of Utah (hereinafter referred to as the "City"), of 1600 East South Weber Drive, South Weber, UT 84405. Owners and City are heretofore referred to as the "**Parties**."

RECITALS:

- A. Owners are the authorized agent to represent all interest in development of the fee simple title property, approximately 24.071 acres, as more particularly described in **Exhibit A** attached hereto (the "Property"),
- B. Owners propose the development of not more than seventy-six (76) new residential lots and associated streets on the Property, collectively known as the "Riverside Place Subdivision" ("the Subdivision"). A copy of the preliminary subdivision plat is attached as **Exhibit B**. The Subdivision is accessed in part by 6650 South - South Bench Drive, a narrow and sub-standard public right-of-way, which abuts the Subdivision.
- C. The subject street is currently known and addressed as 6650 South, but is commonly referred to and referenced in this agreement as "South Bench Drive" due to its master planned location. The final name of this road will be determined when it is platted and dedicated, and may be named something other than South Bench Drive.
- D. 6650 South - South Bench Drive in its present condition and configuration does not meet the City Standard cross section and cannot safely accommodate the vehicle and pedestrian traffic which will be generated by the Subdivision.
- E. Owners are willing to participate in the construction of 6650 South - South Bench Drive at the Subdivision's proportionate share of the overall cost. A map of the proposed configuration of 6650 South - South Bench Drive and the proportionate share is attached hereto as **Exhibit C**. Owners' participation in the construction of 6650 South - South Bench Drive is subject to the terms and conditions as more fully set forth herein.
- F. The Subdivision abuts 6650 South - South Bench Drive on the south side, between the Spaulding property and the Posse Grounds. As it is Owners' intent to develop the Subdivision

prior to other properties in the area, Owners therefore agrees to: (1) deed and dedicate approximately 0.191 acres to accommodate the seventy-eight (78) foot cross-section of 6650 South – South Bench Drive; (2) contribute **one hundred sixty two thousand dollars (\$162,000)** for Owners' proportionate share responsibility of designing, engineering and constructing its portion of 6650 South – South Bench Drive; and (3) pay to City the cost of the asphalt patching that Owners are responsible for towards the construction of 6650 South - South Bench Drive, which is the temporary asphalt patching required to repair the asphalt removed as part of the construction of the storm drain line from 475 East to Pebble Creek Drive that was constructed with Riverside Place Phase 2.

G. City, acting pursuant to its authority under Utah Code Ann. § 10-9-101, *et seq.*, and its land use policies, ordinances and regulations has made certain determinations with respect to the Subdivision and, in the exercise of its legislative discretion, has elected to approve this Development Agreement for the purpose of specifying the obligations of the respective parties with respect to the installation of required infrastructure improvements and such other matters as the Parties agree herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals and all Exhibits referenced herein are hereby incorporated by this reference and made part of this Agreement.
2. **City Laws and Purpose.** City determines that the provisions of this Agreement relating to establishment of Owners' rights and obligations are consistent with City laws, including the City's land use ordinances, the purposes set forth in the zoning district, and the City's General Plan. This Agreement is adopted by a City ordinance and hereby amends the City laws only to the extent within the authority of City and only to the extent necessary to give Owners the effect of the rights and obligations of this Agreement where such City laws may be inconsistent with this Agreement's intent.
3. **Property Dedication and Acquisition.** Owners agree to dedicate to City at no cost to City other than the consideration described in this Agreement certain property needed for the 6650 South - South Bench Drive Right-of-Way; the deed is contained in **Exhibit D**. This dedication shall occur when requested by City or at the time the Subdivision plat of the phase adjacent to 6650 South - South Bench Drive is recorded, whichever comes first.
4. **Construction of 6650 South - South Bench Drive.** City shall be responsible for the design, engineering, and bidding of 6650 South - South Bench Drive along the frontage of the Subdivision according to the City's Public Works Standards. City will award the construction contract to the lowest responsive responsible bidder according to City and State procurement policies. City will then issue a Notice to Proceed, provide construction inspections, and see that construction is diligently pursued to completion. City agrees to begin construction on or before

June 1, 2019. In exchange for City designing, engineering, and constructing the full 6650 South -- South Bench Drive right-of-way, which includes the Subdivision project development costs, Owners agree to pay a fee-in-lieu for its proportionate share of the required improvements along the frontage. The calculation for the fee-in-lieu is shown in **Exhibit E**.

5. **Payment Schedule.** City shall be responsible for all payments to the contractor constructing 6650 South - South Bench Drive, paying cash up front and looking to the receipt of impact fees for repayment of its costs. Owners agree to pay to City **eighty one thousand dollars (\$81,000)**, which represents fifty percent (50%) of its share of **one hundred sixty two thousand dollars (\$162,000)**, within thirty (30) days of written notification from City that the Preconstruction Meeting has been held with the contractor selected by City to perform the work, work has commenced, and the date whereby the first payment is due. Owners shall make its second and final payment of the same amount to City within thirty (30) days following written notification from City that Substantial Completion to the contractor has been issued. Owners agree and acknowledge that City may withhold building permits and approval on other development applications on the Property if the full one hundred sixty two thousand dollars (\$162,000) has not been paid following notice and completion of the Project.

6. **Trench Repair.** As part of the construction for Riverside Place Phase 2, the Developer installed a storm drain line in the existing pavement in 6650 South from Pebble Creek Drive to 475 East. The Developer has not yet repaired the trench. Owners agree to pay to City the amount the Developer would have spent on this repair, which is **thirteen thousand, three hundred twenty five dollars (\$13,325.00)**. Such payment shall be made within 30 days of the date of this Agreement. Upon such payment, City shall release Owners from its responsibility for the repair. Owners have the option to install minimal improvements to the patch area, if desired, but no deduction from the amount owed will be allowed.

7. **Detention Basin – Fee in lieu of Actual Construction.** On September 21, 2017, the Developer paid City cash in the amount of \$62,432.10, and bought into the regional stormwater detention basin built in the Old Maple Farms development west of 475 East. In exchange for this payment, Owners are excused from providing local on-site stormwater detention within the Subdivision.

8. **Spaulding Drive.** Owners are not proposing to connect the Subdivision to the abutting Spaulding Drive stubbed street. This will allow for an additional lot in the development. City agrees to allow Owners to not connect to Spaulding Drive. City also agrees to initiate proceedings to formally vacate the right-of-way. Owners agree to cap the existing underground utilities, remove the existing curb, gutter, sidewalk and asphalt, and install curb, gutter, sidewalk and asphalt across the southern boundary of the vacated right-of-way to completely remove the former intersection. This construction shall be required along with the other improvements associated with the Riverside Place Phase 3 development.

9. **Canyon Meadows Park Access.** Owners agree to install at its expense a ten-foot wide concrete sidewalk from Green Springs Way to Petersen Parkway to establish pedestrian access to Canyon Meadows Park. This construction shall be required along with the other improvements associated with the Riverside Place Phase 3 development.

10. **Development Signs.** In exchange for leaving 6650 South – South Bench Drive in its current state, City agrees to allow Owners to post three (3) signs in the public right-of-way to facilitate the marketing of available lots without having to travel the existing 6650 South road.

11. **Successors and Assigns.**

11.1 **Binding Effect.** This Agreement shall be binding upon the successors and assigns of the Parties. In addition, Owners agree that if the City is not paid in full, as stated in this agreement, no future development will be permitted by the City on the Property until full payment is made.

11.2 **Assignment.** Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any other Party, individual, or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to South Weber City, and the prior written consent of City may also be evidenced by letter from City to Owners.

12. **Default.** In the event either Party fails to perform its obligations hereunder or to comply with the terms and commitments hereof, within thirty (30) days after giving written notice of default from the other Party, the non-defaulting Party may, at its election, have the following remedies, which shall be cumulative:

- a. all rights and remedies available at law and in equity, including but not limited to injunctive relief, specific performance, and/or damages;
- b. to cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and
- c. the right to withhold all further approvals, licenses, permits, or other rights associated with any activity or development described in this Agreement until such default is cured.

13. **Insolvency.** Insolvency, bankruptcy, or any voluntary or involuntary assignment by any Party for the benefit of creditors, which action is unresolved for a period of one hundred eighty (180) days, shall be deemed to be a default by such Party under this Agreement.

14. **Court Costs and Attorneys' Fees.** In the event of any legal action or defense between the Parties arising out of or related to this Agreement or any of the documents provided for herein, the prevailing Party or Parties shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their costs and reasonable attorneys' fees.

15. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such Party at:

Owners: MB – Riverside Place, LLC
MB – Riverside Place Phase 4, 5, 6, LLC
1245 E Brickyard Rd #100
Salt Lake City, UT 84106

City: South Weber City
Attention: City Manager
1600 East South Weber Drive
South Weber, UT 84405

Any Party may change its address or notice by giving written notice to the other Party in accordance with the provisions of this section.

16. General Terms and Conditions.

16.1 Amendments. Any alteration or change to this Agreement shall be made only after complying with any applicable notice and hearing provisions of MLUDMA and applicable provisions of the City Laws.

16.2 Captions and Construction. This Agreement shall be construed according to its fair meaning and as if prepared by all Parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed so as to effectuate the public purposes, objectives and benefits set forth herein while protecting any compelling countervailing public interest and providing to Owners vested development rights as defined herein. As used in this Agreement, the words “include” and “including” shall mean “including, but not limited to” and shall not be interpreted to limit the generality of the terms preceding such word.

16.3 Term of Agreement. The term of this Agreement shall be for a period of five (5) years following the date of its adoption.

16.4 Agreement to Run with the Land. This Agreement shall be recorded in the office of the Davis County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns, and shall be construed in accordance with the City Laws. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Davis County, Utah.

16.5 Legal Representation. Each of the Parties hereto acknowledge that they each have been represented by legal counsel in negotiating this Agreement and that no Party shall have been deemed to have been the drafter of this Agreement

16.6 Non-Liability of City Officials. No officer, representative, agent or employee of the City shall be personally liable to any other Party hereto or any successor in interest or assignee of such Party in the event of any default or breach by the defaulting Party, or for any amount which may become due the non-defaulting Party, its successors or assigns, or for any obligation arising under the terms of this Agreement.

16.7 Entire Agreement. This Agreement, together with the exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.

16.8 No Third-Party Rights. The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Parties named herein. The Parties alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

16.9 Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of nature, government restrictions, regulations or controls, judicial orders, enemy or hostile government actions, war, civil commotions, fires, floods, earthquakes or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage. Any Party seeking relief under the provisions of this paragraph must have noticed the other parties in writing of a force majeure event within thirty (30) days following the occurrence of the claimed force majeure event.

16.10 Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

16.11 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 nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

16.12 Governing Law. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

16.13 Exhibits. Any exhibit to this Agreement is incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit.

Development Agreement for Riverside Place Subdivision

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first written above.

"Owners"

MB – RIVERSIDE PLACE, LLC

By *Richard Miller*
Title MANAGING PARTNER

MB – RIVERSIDE PLACE PHASE 4, 5, 6, LLC

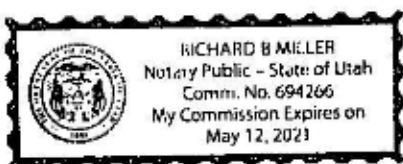
By *Scott Heagy*
Title Manager

State of Utah)
) ss.
County of Davis)

On this 15TH day of April, A.D. 2019, personally appeared before me, *Richard Miller*, the signer of the foregoing instrument, who duly acknowledged that he/she is the MANAGER of MB – Riverside Place, a Limited Liability Company and signed said document in behalf of said MB – Riverside Place, LLC by Authority of its Bylaws or Resolution of its Board of Directors, and said

Richard Miller acknowledged to me said Limited Liability Company executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written,

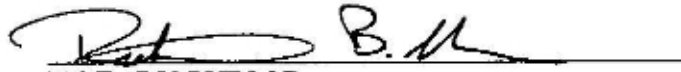


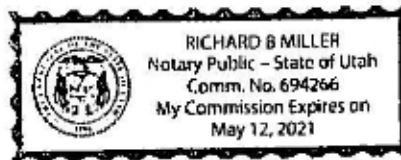
Richard B. Miller
NOTARY PUBLIC
Commission Expires: 5/12/21

State of Utah)
) ss.
County of Davis)

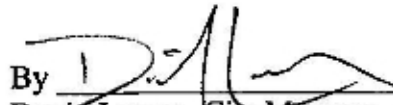
On this 15 day of April, A.D. 2019, personally appeared before me, SCOTT HEALY, the signer of the foregoing instrument, who duly acknowledged that he/she is the MANAGER of MB – Riverside Place Phase 4, 5, 6, a Limited Liability Company and signed said document in behalf of said MB – Riverside Place Phase 4, 5, 6, LLC by Authority of its Bylaws or Resolution of its Board of Directors, and said SCOTT HEALY acknowledged to me said Limited Liability Company executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written,


NOTARY PUBLIC
Commission Expires: 5/12/21



"City"
SOUTH WEBER CITY

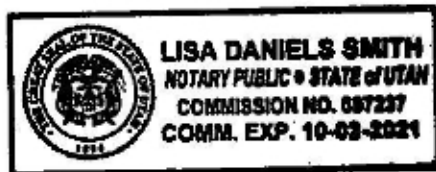
By 
David Larson, City Manager


Attest: Lisa Smith, City Recorder

State of Utah)
) ss.
County of Davis)

Subscribed and sworn to before me on this 16th day of April 2019, by David Larson.

WITNESS my hand and official seal the day and year in this certificate first above written,





NOTARY PUBLIC
Commission Expires:



EXHIBIT "A"
RIVERSIDE PLACE SUBDIVISION – BOUNDARY DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING ON A CORNER OF LOT 101, CANYON MEADOWS PUD, SAID POINT BEING N00°36'39"E 1242.78 FEET AND S89°23'21"E 458.28 FEET FROM A FOUND BRASS CAP MONUMENT AT THE WEST QUARTER CORNER OF SAID SECTION 28; THENCE ALONG THE EASTERLY LINE OF CANYON MEADOWS PUD THE FOLLOWING (7) SEVEN COURSES; (1) N01°13'41"E 97.05 FEET; (2) N07°46'08"E 52.92 FEET; (3) N44°30'55"W 54.62 FEET; (4) N33°48'40"W 109.43 FEET; (5) N31°10'21"W 194.25 FEET; (6) N20°05'21"W 56.75 FEET; (7) N15°51'08"W 365.60 FEET; THENCE S88°54'00"E 77.51 FEET; THENCE N04°02'09"E 187.64; THENCE S86°00'00"E 916.00 FEET; THENCE S89°50'59"E 100.85 FEET TO THE WESTERLY LINE OF STAN COOK SUBDIVISION PHASE 2 AMENDED; THENCE ALONG THE WESTERLY LINE OF STAN COOK SUBDIVISION PHASE 2 AMENDED THE FOLLOWING (3)THREE COURSES; (1) S01°20'50"W 424.39 FEET; (2) EAST 254.19 FEET; (3) S01°22'05"W 468.44 FEET TO THE NORTHERLY LINE OF CANYON MEADOWS PUD; THENCE S85°34'52"W ALONG THE NORTHERLY LINE OF CANYON MEADOWS PUD 1031.55 FEET TO THE POINT OF BEGINNING.

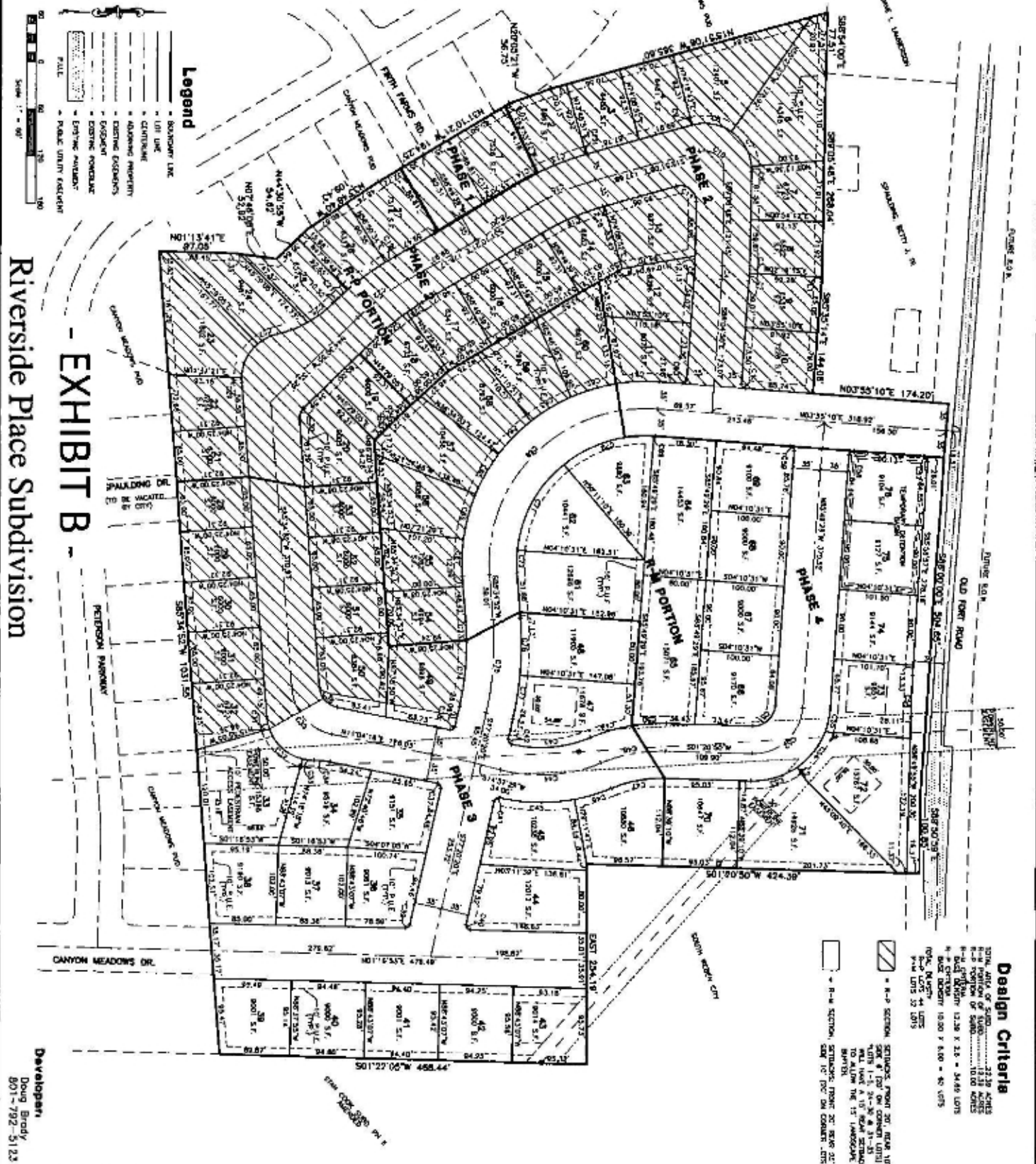
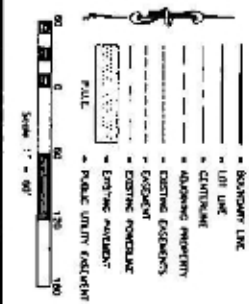
CONTAINING 1048543 SQUARE FEET OR 24.071 ACRES

Solutions You Can Build On™

Civil Engineering • Land Planning • Structural Engineering • Landscape Architecture • Land Surveying • Construction Surveying
920 Chambers St., Suite 14 • Ogden, Utah 84403 • Tel: 801-621-3100 • Fax: 801-621-2666
ogden@reeve-assoc.com • reeve-assoc.com



Curve Table

A large grid of graph paper with a 1 cm square grid pattern, used for drawing or calculations. The grid is composed of many small squares, each measuring 1 cm by 1 cm. The grid is used for drawing or calculations.

- EXHIBIT B -

South Weber City, Davis County, Utah

Dealon Criteria

TOTAL AREA OF SUBD.....23.19 ACRES
 F.A. PORTION OF SUBD.....10.00 ACRES
 F.A. PORTION OF SUBD.....10.00 ACRES
 F.A. PORTION OF SUBD.....10.00 ACRES
 DED. DIMENSION 12.28 X 1.6 = 34.85 LOTS
 4 = C-17-104
 DED. DIMENSION 10.00 X 6.00 = 60 LOTS
 TOTAL LOTS 34 LOTS
 4 = C-17-104
 TOTAL LOTS 34 LOTS
 4 = C-17-104

	R-P SECTION	STAIRS FROM 20, READ 10
	R-W SECTION	SEE 8 FOR CORNER LINES
		LINE 1-10, 20-30, 30-35
		WILL HAVE A 10' REAR SETBACK
		TO ALLOW THE 15' LANDSCAPE
		BUFFER.
		SETBACKS FROM 20, 30, 35, 20,
		AND 10' FOR 20' CORNER LINES

Riverside Place Subdivision

PART OF THE NW 1/4 OF SEC 40N 28. T.5N., R.7W., S.18 & M. U.S. SURVEY
SOUTH WICHITA CITY, DAVIS COUNTY, UTAH.

Preliminary Plan 'Not to be Recorded'

REVISIONS	
DATE	DESCRIPTION
2-2-18	CITY COMMENTS
8-1-18	PLANNING COMMISSION
8-13-18	SPRINGFIELD, MISSOURI

**Printed in the U.S.A.**

Ms. Harlan

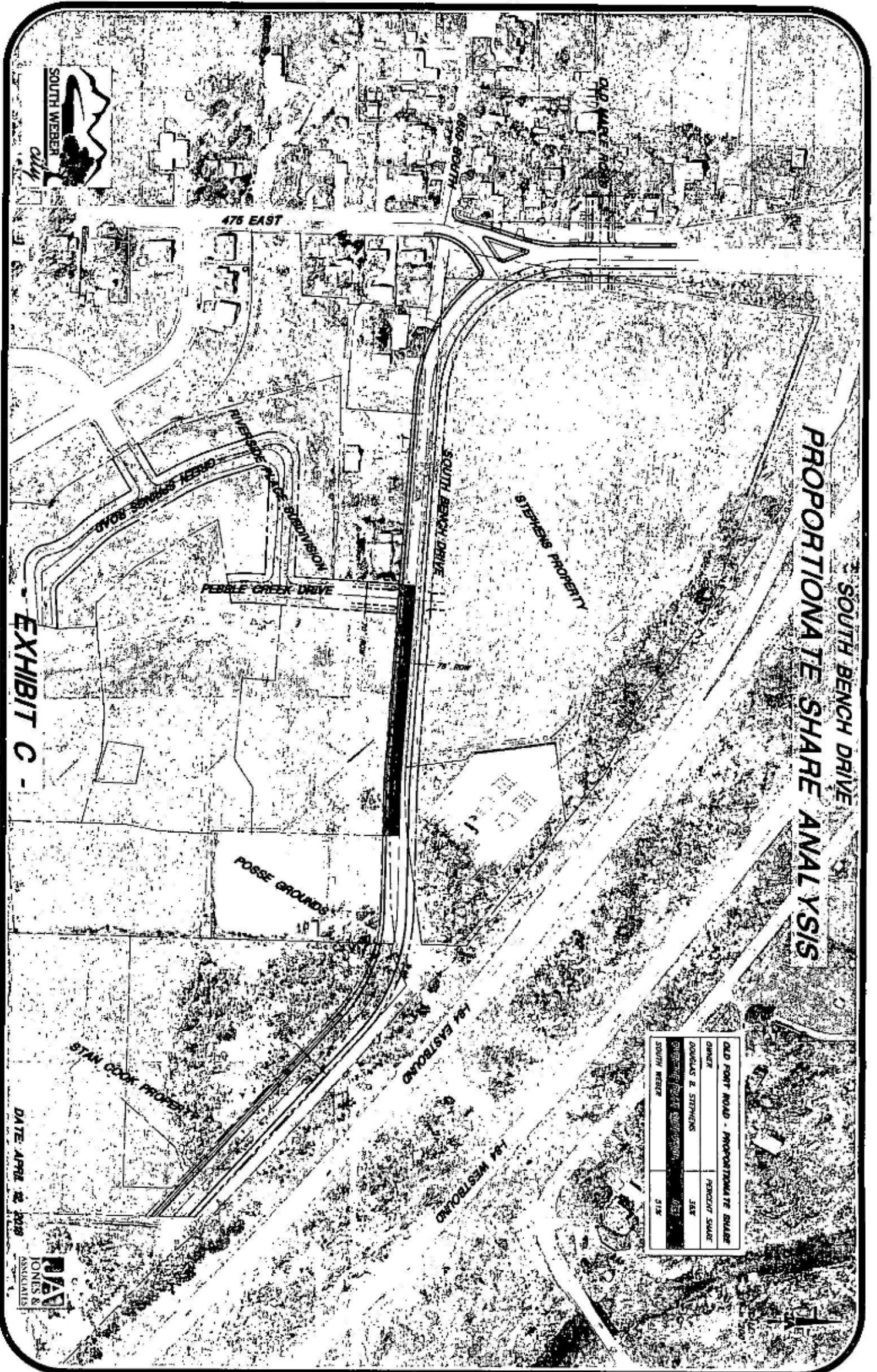
— **Lucretia**
— **Lucretia**

Abstract:

1111

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

19



WHEN RECORDED, MAIL TO:
MB – Riverside Place Phase 4, 5, 6, LLC
2150 South 1300 East STE 150
Salt Lake City, UT 84106

Exhibit D

INFORMATION ONLY

Affecting Tax ID No. 13-018-0082

Corrective Special Warranty Deed

(This document is being recorded to correct Entry No. 3151824)

Project: South Weber – South Bench Drive
See Exhibit #1

MB – Riverside Place Phase 4, 5, 6, LLC, of the State of Utah, GRANTOR, hereby CONVEY AND WARRANT to the City of South Weber, at 1600 E South Weber Drive, South Weber, Utah 84405, GRANTEE, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

A PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE NORTHWEST PROPERTY CORNER OF THE MB - RIVERSIDE PLACE PHASE 4, 5, 6, LLC, PROPERTY FILED AS ENTRY NO. 3064348 IN THE FILES OF THE DAVIS COUNTY RECORDER BEING A POINT LOCATED 696.26 FEET SOUTH 00°36'39" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER AND SOUTH 89°23'21" EAST 691.77 FEET AND NORTH 03°55'30" EAST 291.60 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER;

RUNNING THENCE ALONG GRANTORS NORTH BOUNDARY LINE THE FOLLOWING TWO (2) COURSES; (1) SOUTH 86°00'06" EAST 434.61 FEET; AND (2) SOUTH 89°50'59" EAST 100.85 FEET TO GRANTORS NORTHEAST PROPERTY CORNER; THENCE SOUTH 01°20'50" WEST 16.32 FEET ALONG GRANTORS EAST BOUNDARY LINE TO THE NEW SOUTH RIGHT-OF-WAY LINE OF SOUTH BENCH ROAD; THENCE ALONG SAID NEW SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; (1) NORTH 88°49'34" WEST 101.79 FEET; (2) TO THE RIGHT ALONG THE ARC OF A 1039.00 FOOT RADIUS CURVE, A DISTANCE OF 52.28 FEET, CHORD BEARS NORTH 87°23'05" WEST 52.27 FEET, HAVING A CENTRAL ANGLE OF 02°52'58"; AND (3) NORTH 85°56'36" WEST 382.05 FEET TO GRANTORS WEST BOUNDARY LINE BEING ON THE EAST RIGHT-OF-WAY LINE OF PEBBLE CREEK DRIVE; THENCE NORTH 03°55'30" EAST 15.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,337 SQUARE FEET OR 0.191 ACRES.

TOGETHER WITH AND INCLUDING A 10.00 FOOT WIDE GENERAL UTILITY EASEMENT ALONG THE SOUTH 10.00 FEET OF THE ABOVE DESCRIBED PARCEL OF GROUND.

Continued on Page 2 & 3

A 10.00 FOOT WIDE GENERAL UTILITY EASEMENT BEING 10.00 FEET RIGHT OF THE FOLLOWING DESCRIBED ALIGNMENT:

A PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE INTERSECTION OF THE WEST BOUNDARY LINE OF THE MB - RIVERSIDE PLACE, LLC, PHASE 6 PROPERTY FILED AS ENTRY NO. 3064348 IN THE FILES OF THE DAVIS COUNTY RECORDER AND THE NEW SOUTH RIGHT-OF-WAY LINE OF SOUTH BENCH ROAD LOCATED 696.26 FEET SOUTH 00°36'39" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER AND SOUTH 89°23'21" EAST 691.77 FEET AND NORTH 03°55'30" EAST 276.18 FEET ALONG GRANTORS WEST BOUNDARY LINE FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER;

RUNNING THENCE ALONG SAID NEW SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; (1) SOUTH 85°56'36" EAST 382.05 FEET; (2) TO THE LEFT ALONG THE ARC OF A 1039.00 FOOT RADIUS CURVE, A DISTANCE OF 52.28 FEET, CHORD BEARS SOUTH 87°23'05" EAST 52.27 FEET, HAVING A CENTRAL ANGLE OF 02°52'58"; AND (3) SOUTH 88°49'34" EAST 101.79 FEET TO GRANTORS EAST BOUNDARY LINE AND THE TERMINUS OF THIS EASEMENT.

Witness the hand of said grantors, this ____ day of _____, A.D. 2019.

MB – Riverside Place Phase 4, 5, 6, LLC

State of Utah)
) ss.
County of Davis)

On this ____ day of _____, A.D. 2019, personally appeared before me, _____, the signer of the foregoing instrument, who duly acknowledged that he/she is the _____ of MB – Riverside Place Phase 4, 5, 6, a Limited Liability Company and signed said document in behalf of said MB – Riverside Place Phase 4, 5, 6, LLC by Authority of its Bylaws or Resolution of its Board of Directors, and said _____ acknowledged to me said Limited Liability Company executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written,

NOTARY PUBLIC
Commission Expires:

As Mayor of the City of South Weber, County of Davis, State of Utah, I hereby accept the parcel granted by MB – Riverside Place Phase 4, 5, 6, a Limited Liability Company.

Mayor, Jolene Sjoblom

Attest, City Recorder, Lisa Smith

State of Utah)
) ss.
County of Davis)

Subscribed and sworn to before me on this _____ day of _____ 2019, by Jolene Sjoblom.

WITNESS my hand and official seal the day and year in this certificate first above written,

NOTARY PUBLIC
Commission Expires:

Exhibit #1

Northwest Corner of Sec. 28,
T. 5 N., R. 1 W., SL&M
Found Davis Co. Brass Cap
Monument

Measurements Varying Slightly from
13-018-0032

South Bench Drive (6650 South)

Parcel "F"
8,337 S.F.
0.191 AC.

Note:
6650 South to be renamed
South Bench Drive (6650 South)

MB-Riverside Place Phase 4, 5, 6, LLC
13-018-0082

PARCEL "F"
MB-Riverside Place Phase 4, 5, 6, LLC
to South Weber City
13-018-0082

A PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE NORTHWEST PROPERTY CORNER OF THE MB-RIVERSIDE PLACE PHASE 4, 5, 6, LLC, PROPERTY FILED AS ENTRY NO. 3084348 IN THE FILES OF THE DAVIS COUNTY RECORDER, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF PEBBLE CREEK DRIVE BEING A POINT LOCATED 696.26 FEET SOUTH 00°36'39" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER AND SOUTH 89°23'21" EAST 691.77 FEET AND NORTH 03°55'30" EAST 291.60 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER;

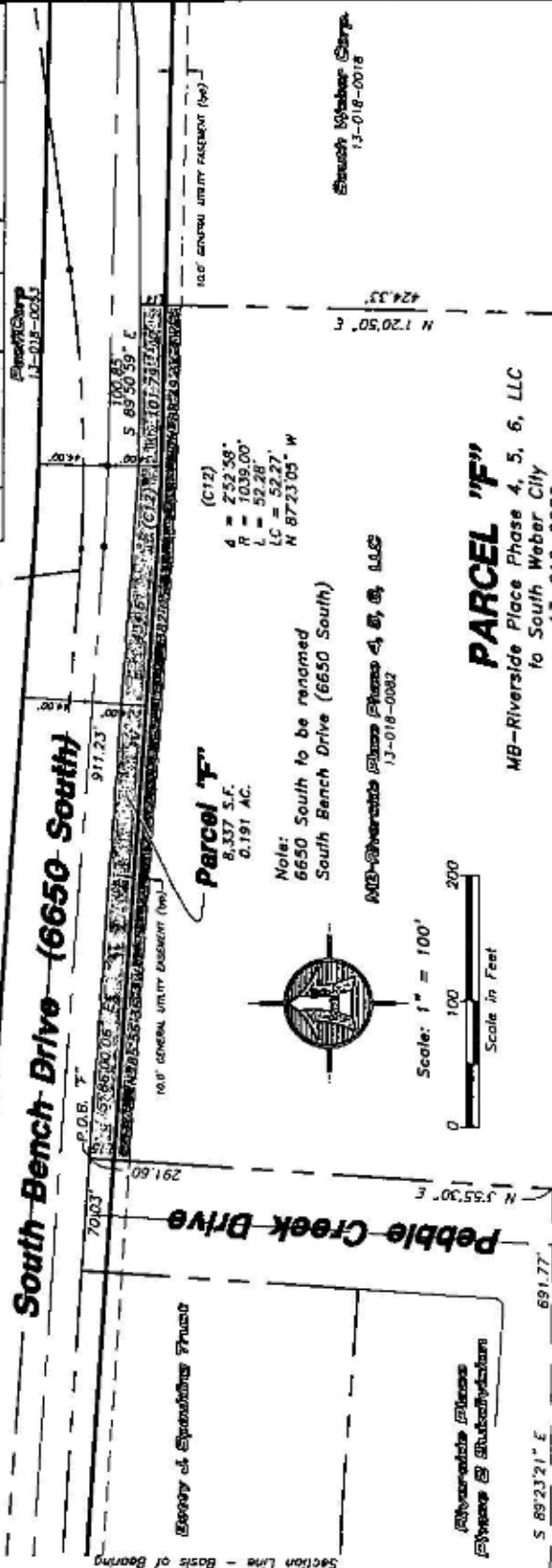
RUNNING THENCE ALONG GRANTORS NORTH BOUNDARY LINE THE FOLLOWING TWO (2) COURSES; (1) SOUTH 86°00'06" EAST 434.81 FEET; AND (2) SOUTH 89°50'59" EAST 100.85 FEET TO GRANTORS NORTHEAST PROPERTY CORNER; THENCE SOUTH 01°20'50" WEST 16.32 FEET ALONG GRANTORS EAST BOUNDARY LINE TO THE NEW SOUTH RIGHT-OF-WAY LINE OF SOUTH BENCH DRIVE (6650 SOUTH); THENCE ALONG SAID NEW SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; (1) NORTH 88°49'34" WEST 101.79 FEET; (2) TO THE RIGHT ALONG THE ARC OF A 1039.00 FOOT RADIUS CURVE, A DISTANCE OF 52.28 FEET, CHORD BEARS NORTH 87°23'05" WEST 52.27 FEET, HAVING A CENTRAL ANGLE OF 02°52'58"; AND (3) NORTH 85°56'36" WEST 382.05 FEET TO GRANTORS WEST BOUNDARY LINE BEING ON THE EAST RIGHT-OF-WAY LINE OF SAID PEBBLE CREEK DRIVE; THENCE NORTH 03°55'30" EAST 15.42 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. CONTAINING 8,337 SQUARE FEET OR 0.191 ACRES. TOGETHER WITH AND INCLUDING A 10.00 FOOT WIDE GENERAL UTILITY EASEMENT ALONG THE SOUTH 10.00 FEET OF THE ABOVE DESCRIBED PARCEL OF GROUND.

West Quarter Corner of Sec. 28,
T. 5 N., R. 1 W., SL&M
Found Davis Co. Brass Cap
Monument

HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
538 North Main Street, Brigham City, Utah 84302
Visit us at www.hansen-inc.com
Brigham City, Utah 84302
(435) 733-3431 (fax) 733-4400 (435) 733-4272
Celebrating 60 Years of Business



Line #	Bearing	Distance	Line #	Bearing	Distance
L1	N 37°32'35" E	12.34'	L11	N 4°02'09" E	44.18'
L2	S 7°54'12" E	30.57'	L12	N 86°00'55" W	74.60'
L3	S 85°56'36" E	22.19'	L13	S 3°55'10" W	15.32'
L4	N 85°42'50" W	13.83'	L14	S 1°20'50" W	16.32'
L5	S 1°00'06" W	22.42'	L15	N 3°55'30" E	15.42'
L6	N 88°49'34" W	88.43'	L16	N 6°13'53" E	30.82'
L7	N 81°57'16" E	129.20'	L17	N 1°22'05" E	8.46'
L8	S 4°02'08" W	14.96'	L18	N 7°34'12" W	30.57'
L9	N 85°56'36" W	47.72'	L19	N 1°20'50" E	19.54'
L10	N 86°00'55" W	24.90'			



(C12)
d = 252.58'
R = 1039.00'
LC = 52.28'
N 87°23'05" W

Shoshone National Monument
13-018-0018

**South Weber City Corporation****South Bench Drive Construction Project****Exhibit E - Cost Estimate Summary & Proportionate Share Analysis**

Date: April 12, 2018

3154730
BK 7245 PG 614**Project Cost Summary****Shared Project Costs**

1	General (Mobilization, SWPPP, and Traffic Control)	\$55,000.00
2	Roadway	\$877,655.00
3	Storm Drain	\$122,950.00
Subtotal =		\$1,055,605.00
8% Engineering & Construction Management* =		\$84,448.40
10% Contingency** =		\$105,560.50
TOTAL SHARED PORTION =		\$1,245,613.90

<u>Entity</u>	<u>% Share</u>	<u>Shared Cost</u>
		<u>Subtotal</u>
A South Weber City	51%	\$635,263.09
B Douglas B. Stephens	36%	\$448,421.00
C Riverside Place Subdivision	13%	\$161,929.81

Individual Project Costs

4	Water - City Portion	\$58,338.00
5	Landscaping - City Portion	\$63,588.00
6	Miscellaneous - City Portion	\$66,465.00
7	Sewer - Stephens Portion	\$17,167.50
8	Water & Irrigation - Stephens Portion	\$19,824.00

<u>Entity</u>	<u>TOTAL COST</u>
A South Weber City	\$823,654.09
B Douglas B. Stephens	\$485,412.50
C Riverside Place Subdivision	\$161,929.81

PROJECT TOTAL = \$1,470,996.40*Note: Does not include any purchase of additional property for Right-of-Way*** Includes topographic survey, engineering design, bidding, construction staking, inspections, project meetings, field modifications, processing of change orders and pay requests.**** Includes minor items not shown in the estimate, difference between estimated and actual unit costs, potential quantity changes, potential change orders from unforeseen circumstances.*