

THIS AGREEMENT (herein "Agreement") is entered into this 22 day of November, 2024,

\*\*\*\*\* P A R T I E S \*\*\*\*\*

"APPLICANT": CW Investment LLC

a(n): LLC (corporation, limited liability company, partnership, individual).

address: 1758 South 1900 West City: West Haven state: UT zip: 84401

telephone: \_\_\_\_\_, facsimile: (\_\_\_\_) \_\_\_\_\_

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

\*\*\*\*\* R E C I T A L S \*\*\*\*\*

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

Off-site improvement guarantee  
 On-site improvement guarantee

15-863-0001 thru 0033- 0034 NP  
15-864-0001 thru 0005  
15-865-0001 thru 0008

with the COUNTY for Anselmi Acres Subdivision Phases 1 through 3  
(description or name of Project)

located at approximately 4605 West 1400 South, Ogden, UT, 84401  
(Address of Project)

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

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

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

- or -

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

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

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

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

**1. PURPOSE FOR AGREEMENT.** The parties hereto expressly acknowledge that the purpose of this Agreement is not only to guarantee the proper completion of the Improvements named herein, but also, among other things, to eliminate and avoid the harmful effects of unauthorized subdivisions and other land developments which may leave property or improvements improperly completed, undeveloped or unproductive.

**2. UNRELATED OBLIGATIONS OF APPLICANT.** The benefits and protection of the Proceeds specified herein shall inure solely to COUNTY and not to third parties, including, but not limited to, lot purchasers, contractors, subcontractors, laborers, suppliers, or others. COUNTY shall not be liable to claimants or others for obligations of APPLICANT under this Agreement. COUNTY shall further have no liability for payment of any costs or expenses of any party who attempts to make a claim under this Agreement, and shall have under this Agreement no obligation to make payments to, give Notices on behalf of, or otherwise have obligations to any alleged claimants under this Agreement.

**3. AGREEMENT DOCUMENTS.** All data which is used by COUNTY to compute the cost of or otherwise govern the design and installation of the Improvements is hereby made a part of this Agreement, and is incorporated herein by this reference. This Agreement incorporates herein by reference any subject subdivision plat, plan, construction drawing, permit, condition of approval, and any and all other relevant data and specifications required by the Weber County Land Use Code.

**4. COMPLETION DATE.** APPLICANT shall complete the Improvements: (check one and complete)

within a period of 2  Year(s)  Months (check one) from the date this Agreement was entered into;  
- or -  
 as specified in Exhibit \_\_\_\_\_ (Completion Schedule), attached hereto and incorporated herein by this reference.

**5. FEES.** APPLICANT agrees to pay all Fees required by COUNTY for the entire Project prior to the issuance of any subsequent permit or approval within the Project.

**6. SPECIFIC PERFORMANCE.** APPLICANT has entered into this Agreement with COUNTY for the purpose of guaranteeing construction of the Improvements and payment of the Fees. COUNTY shall be entitled to specifically enforce APPLICANT'S obligation under this Agreement to construct and install the Improvements in a manner satisfactory to COUNTY, and to pay the Fees.

**7. APPLICANT'S INDEPENDENT OBLIGATION.** APPLICANT EXPRESSLY ACKNOWLEDGES, UNDERSTANDS AND AGREES that its obligation to complete and warrant the Improvements and pay the Fees and fulfill any other obligation under this Agreement, COUNTY ordinances, or other applicable law is independent of any obligation or responsibility of COUNTY, either express or implied. APPLICANT agrees

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

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

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

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

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

CASH CERTIFICATE, identified by the following:

Escrow Account: \_\_\_\_\_,

Escrow Account Repository: \_\_\_\_\_,

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

Letter of credit account or number: 3643670 \_\_\_\_\_,

The Financial Guarantee shall be in the amount of one hundred ten percent (110%) of the County Engineer's Cost Estimate (see also Exhibit A attached hereto). The Escrow Certificate or Letter of Credit shall be issued in favor of COUNTY to the account of APPLICANT herein, in the amount of \$1,269,048.01 (herein the "Proceeds"), and is made a part of this Agreement as Exhibit C (Escrow Certificate or Letter of Credit).

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

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

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

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

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

**16. APPLICANT INDEMNIFICATION.** APPLICANT agrees to indemnify, defend, and save harmless COUNTY, its elected officials, officers, employees, agents, and volunteers from and against any and all liability which may arise as a result of the installation of the Improvements prior to COUNTY'S initial acceptance of the Improvements as defined herein, and from and against any and all liability which may arise as a result of any Improvements which are found to be defective during the warranty period covered

by this Agreement. With respect to APPLICANT'S agreement to defend COUNTY, as set forth above, COUNTY shall have the option to either provide its own defense, with all costs for such being borne by APPLICANT, or require that APPLICANT undertake the defense of COUNTY.

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

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

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

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

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

**22. SUBSTANDARD IMPROVEMENTS.** Should any Improvements prove to be substandard or defective within the timeframe specified in paragraph 14, COUNTY shall notify APPLICANT in writing of such substandard or defective Improvements. APPLICANT shall then have 15 days from Notice from the COUNTY in which to commence repair of the Improvements, and a reasonable amount of time, as determined by COUNTY, which shall be specified in the Notice, to complete repair of the Improvements. Should APPLICANT fail to either commence repair of the Improvements or complete repair of the Improvements within the required time periods, COUNTY may exercise its option to remedy the defects and demand payment for such from APPLICANT, should the Proceeds be insufficient to cover the costs incurred by COUNTY.

**23. INSURANCE.** Should COUNTY elect to install, complete, or remedy any defect or damage in the

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

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

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

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

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

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

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

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

31. **INDUCEMENT.** The making and execution of this Agreement has been induced by no representations, statements, warranties, or agreements other than those herein expressed.

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

the subject matter herein.

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

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

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

36. **TERMINATION.**

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

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

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

**"APPLICANT"**

By:



Applicant Signature

11/25/24

Date

Title:

Manager

(Signature must be notarized on following pages.)

**APPROVED AS TO CONTENT:**

By

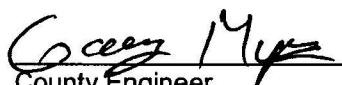


Planning Division Director

11/14/25

Date

By



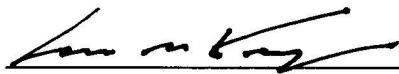
County Engineer

12/30/24

Date

**APPROVED AS TO FORM:**

By



County Attorney

08 Jan 2025

Date

## APPLICANT NOTARIZATION

### COMPLETE ONLY IF APPLICANT IS AN INDIVIDUAL

State of \_\_\_\_\_

)

:ss

County of \_\_\_\_\_

)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me  
[name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged that he/she/they executed the same.

---

Notary Public

### COMPLETE ONLY IF APPLICANT IS A CORPORATION

State of \_\_\_\_\_

)

:ss

County of \_\_\_\_\_

)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the \_\_\_\_\_ [title], of \_\_\_\_\_ [name of corporation], a corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

---

Notary Public

### COMPLETE ONLY IF APPLICANT IS A PARTNERSHIP

State of \_\_\_\_\_

)

:ss

County of \_\_\_\_\_

)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the \_\_\_\_\_ [title], of \_\_\_\_\_ [name of partnership], a partnership, and that the foregoing instrument was duly authorized by the partnership at a lawful meeting held or by authority of its bylaws and signed in behalf of said partnership.

---

Notary Public

**COMPLETE ONLY IF APPLICANT IS A LIMITED LIABILITY COMPANY**

State of Utah \_\_\_\_\_ )

:ss

County of Weber \_\_\_\_\_ )

)

On this 25 day of November, 2024, personally appeared before me  
Wade Tidman [name of person(s)], whose identity is personally known  
to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the \_\_\_\_\_  
Manager [title],  
of CW Investments LLC [name of LLC], limited liability company,  
by authority of its members or its articles of organization, and he/she acknowledged to me that said  
limited liability company executed the same.

Notary Public

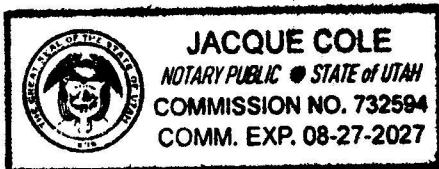
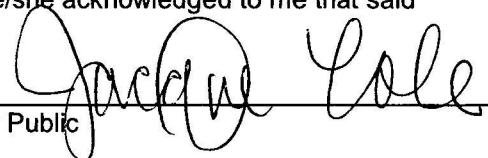


Exhibit A: County Engineer-Approved Cost Estimate

REVISED 12/06/23

LETTER OF CREDIT

RE: Anselmi Acres  
Jeremy Krause

Weber County Engineering.

	Quantity	Unit	Unit Price	Escrow	Completed before Recording	Remaining
<b>Culinary Water</b>						
6" Fire Hydrant W/ Acc. Valves	6 EA	\$ 5,950.00	\$ 35,700.00	\$ 35,700.00	\$ 35,700.00	\$ -
Service Laterals	45 EA	\$ 1,880.00	\$ 85,050.00	\$ 85,050.00	\$ 85,050.00	\$ -
8" Gate Valve	10 EA	\$ 4,100.00	\$ 41,000.00	\$ 41,000.00	\$ 41,000.00	\$ -
Plug w/ 2" Blow-off	3 EA	\$ 980.00	\$ 2,940.00	\$ 2,940.00	\$ 2,940.00	\$ -
Connection to Existing	1 EA	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00	\$ -
Valve Collars	15 EA	\$ 700.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ -
Test & Chlorinators	1 LS	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ -
8" PVC Pipe	3,680 LF	\$ 43.00	\$ 158,240.00	\$ 158,240.00	\$ 158,240.00	\$ -
Stub & Block	1 EA	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ -
Blow-Offs	4 EA	\$ 1,250.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -
Water Line Loops	1 EA	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ -
Utility Sleeves	3 EA	\$ 3,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ -
Fittings	11 EA	\$ 600.00	\$ 6,600.00	\$ 6,600.00	\$ 6,600.00	\$ -
Engineered Trench Fill	2,420 Tons	\$ 19.20	\$ 46,464.00	\$ 46,464.00	\$ 46,464.00	\$ -
<b>Total</b>			\$ 414,519.00	\$ 404,019.00	\$ 10,500.00	\$ -
<b>Culinary Water In 1400 \$</b>						
8" PVC Pipe	375 LF	\$ 47.00	\$ 17,625.00	\$ 17,625.00	\$ 17,625.00	\$ -
Asphalt Patch	1 EA	\$ 7,850.00	\$ 7,850.00	\$ 7,850.00	\$ 7,850.00	\$ -
Haul away Asphalt	1 EA	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ -
Traffic Control	1 EA	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -
<b>Total</b>			\$ 28,775.00	\$ 20,925.00	\$ 7,850.00	\$ -
<b>Secondary Water</b>						
12" PVC Pipe & Fittings	390 LF	\$ 84.00	\$ 32,760.00	\$ 32,760.00	\$ 32,760.00	\$ -
8" PVC Pipe & Fittings	3,270 LF	\$ 40.00	\$ 130,800.00	\$ 130,800.00	\$ 130,800.00	\$ -
Engineered Trench Fill	1,780 Tons	\$ 19.20	\$ 34,176.00	\$ 34,176.00	\$ 34,176.00	\$ -
Fittings	8 EA	\$ 600.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ -
Connection to Existing at 4300	1 EA	\$ 4,300.00	\$ 4,300.00	\$ 4,300.00	\$ 4,300.00	\$ -
12" Gate Valve	2 EA	\$ 5,700.00	\$ 11,400.00	\$ 11,400.00	\$ 11,400.00	\$ -
8" Gate Valve	12 EA	\$ 4,000.00	\$ 48,000.00	\$ 48,000.00	\$ 48,000.00	\$ -
Valve Collars	11 EA	\$ 700.00	\$ 7,700.00	\$ 7,700.00	\$ 7,700.00	\$ -
Stub & Block	1 EA	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ -
Blow-Off	1 EA	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ -
Pressure Test	1 EA	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ -
Double Service Laterals	20 EA	\$ 4,950.00	\$ 99,000.00	\$ 99,000.00	\$ 99,000.00	\$ -
Single Service Laterals	3 EA	\$ 3,900.00	\$ 11,700.00	\$ 11,700.00	\$ 11,700.00	\$ -
Air-Vac Assembly	4 EA	\$ 1,750.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ -
<b>Total</b>			\$ 395,336.00	\$ 387,636.00	\$ 7,700.00	\$ -

<b>Secondary Water In 1400 \$</b>						
8" PVC Pipe & Fittings	375 LF	\$ 44.00	\$ 16,500.00		16,500.00	\$ -
Stub & Block	2 EA	\$ 1,250.00	\$ 2,500.00		2,500.00	\$ -
4" Drain w/ Gate Valve Should be drain to ditch.	1 EA	\$ 5,650.00	\$ 5,650.00		5,650.00	\$ -
Temporary Air Vac	1 EA	\$ 2,200.00	\$ 2,200.00		2,200.00	\$ -
<b>Total</b>			\$ 26,850.00		\$ 26,850.00	\$ -
<b>Sanitary Sewer</b>						
12" PVC Pipe & Fittings	2512 LF	\$ 74.00	\$ 185,888.00		185,888.00	\$ -
10" PVC Pipe & Fittings	357 LF	\$ 58.00	\$ 20,706.00		20,706.00	\$ -
8" PVC Pipe & Fittings	196 LF	\$ 46.00	\$ 9,016.00		9,016.00	\$ -
Engineered Trench Fill	4100 Tons	\$ 19.20	\$ 78,720.00		78,720.00	\$ -
5" Diameter Manhole	5 Ea	\$ 5,150.00	\$ 25,750.00		25,750.00	\$ -
4" Diameter Manhole	13 Ea	\$ 4,550.00	\$ 59,150.00		59,150.00	\$ -
4" Service Lateral	45 Ea	\$ 1,050.00	\$ 47,250.00		47,250.00	\$ -
Camera and Clean	1 LS	\$ 5,025.90	\$ 5,025.90		5,025.90	\$ -
Asphalt Patch	1 LS	\$ 8,900.00	\$ 8,900.00		8,900.00	\$ -
Utility Sleeves	20 Ea	\$ 4,200.00	\$ 84,000.00		84,000.00	\$ -
Manhole Collars	16 Ea	\$ 750.00	\$ 12,000.00		12,000.00	\$ -
De-Watering	1 LS	\$ 12,000.00	\$ 12,000.00		12,000.00	\$ -
<b>Total</b>			\$ 548,405.90		\$ 548,405.90	\$ -
<b>Storm Drain</b>						
24" RCP Pipe	1510 LF	\$ 66.00	\$ 99,660.00		99,660.00	\$ -
15" RCP Pipe	1183 LF	\$ 48.00	\$ 56,784.00		56,784.00	\$ -
18" RCP Pipe	516 LF	\$ 58.00	\$ 29,928.00		29,928.00	\$ -
24" Flare End Section	1 EA	\$ 1,475.00	\$ 1,475.00		1,475.00	\$ -
Engineered Trench Fill	1,740 Tons	\$ 19.20	\$ 33,408.00		33,408.00	\$ -
Inlet Box	8 EA	\$ 2,400.00	\$ 19,200.00		19,200.00	\$ -
Combo Box	15 EA	\$ 4,250.00	\$ 63,750.00		63,750.00	\$ -
5" Diameter Manhole	2 EA	\$ 2,200.00	\$ 4,400.00		4,400.00	\$ -
Control Box	1 EA	\$ 6,250.00	\$ 6,250.00		6,250.00	\$ -
Camera & Clean	1 EA	\$ 5,800.00	\$ 5,800.00		5,800.00	\$ -
Manhole Collars	2 EA	\$ 700.00	\$ 1,400.00		1,400.00	\$ -
Excavation of Detention Basin	1 LS	\$ 15,600.00	\$ 15,600.00		15,600.00	\$ -
<b>Total</b>			\$ 337,755.00		\$ 337,755.00	\$ -
<b>Irrigation</b>						
18" RCP Pipe	440 LF	\$ 58.00	\$ 25,520.00		25,520.00	\$ -
15" RCP Pipe	300 LF	\$ 48.00	\$ 14,400.00		14,400.00	\$ -
Box with Slides Gate	1 EA	\$ 4,200.00	\$ 4,200.00		4,200.00	\$ -
Box for 15"	1 EA	\$ 2,800.00	\$ 2,800.00		2,800.00	\$ -
Engineered Trench Fill	1,740 Tons	\$ 19.20	\$ 33,408.00		33,408.00	\$ -
Dig New Ditch on Neighbor's Property to the East	655 LF	\$ 4.50	\$ 2,947.50		2,947.50	\$ -
Hook to Existing Box	1 LS	\$ 800.00	\$ 800.00		800.00	\$ -
Remove Existing Concrete Ditch & Pipe	1 LS	\$ 9,382.00	\$ 9,382.00		9,382.00	\$ -



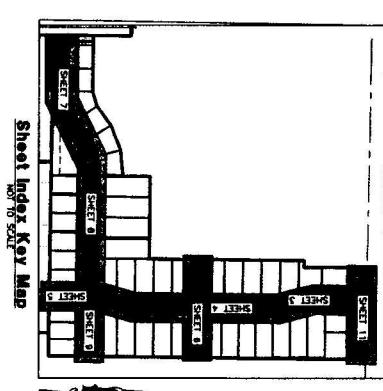
Exhibit B: County Engineer-Approved Construction Drawings  
As on file with Weber County Engineering

1. 06/25/2023 NF - COMPLETED DESIGN FOR CLIENT & COUNTY REVIEW.  
 2. 08/07/2023 NF - REVISED PER HOPPER EDUCATION & TWWB COMMENTS.  
 3. 08/11/2023 NF - REVISED PER HOPPER EDUCATION & TWWB COMMENTS.  
 4. 08/11/2023 NF - REVISED PER HOPPER EDUCATION & TWWB COMMENTS.  
 5. 02/27/2024 NF - REVISED PER HOPPER EDUCATION & TWWB COMMENTS.  
 6. 02/27/2024 NF - REVISED PER HOPPER EDUCATION & TWWB COMMENTS.  
 7. 03/14/2024 NF - REVISED PER CITY COMMENTS, G2, G3, G24.  
 8. 04/25/2024 NF - REVISED PER PRECONSTRUCTION MEETING.  
 9. 04/25/2024 NF - REVISED PER PRECONSTRUCTION MEETING.

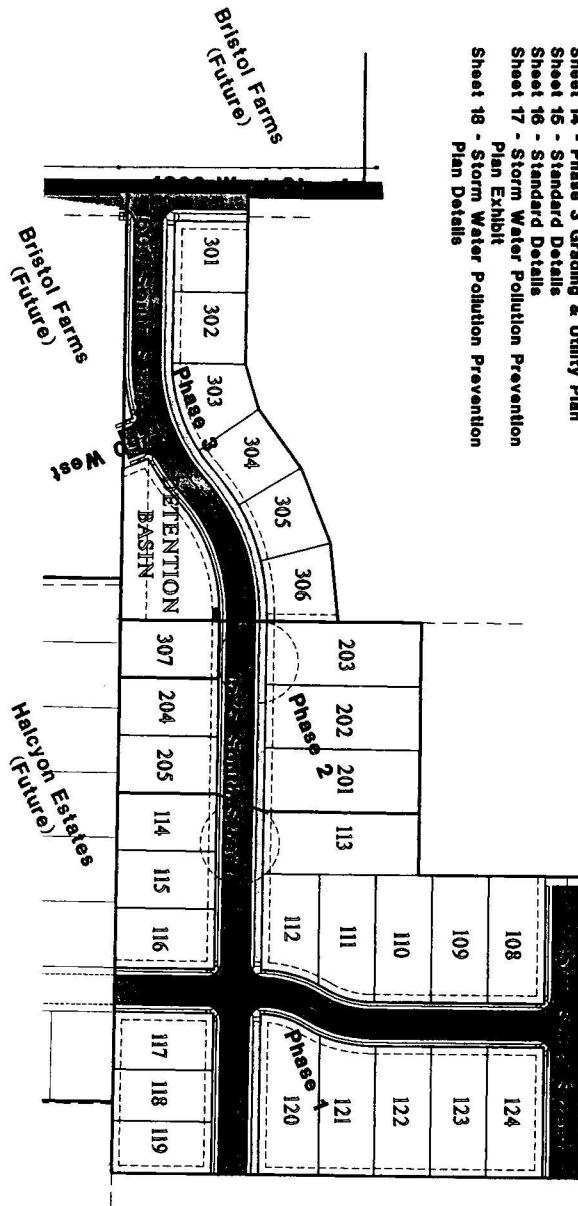
**FINAL FOR CONSTRUCTION**  
**SET 4/26/2024**

**ANSELMI ACRES**  
**Improvement Plans**  
 WEBER COUNTY, UTAH  
 DECEMBER, 2023

Reeve &amp; Associates, Inc. - Subsidiary You Can Build On



Sheet Index Key Map  
 NOT TO SCALE



**Anselmi Acres Subdivision**

WEBER COUNTY, UTAH

**Cover/Index Sheet**

<b>Surveyor:</b> Jason Fall Reeve & Associates, Inc. 1708 East 1500 South Riverton, UT 84065 PH: (801) 621-3100	<b>Notice:</b> THESE PLANS WERE CREATED UTILIZING COLOR FOR FEATURES & OTHER CONTENT. COLOR IS NOT TO BE USED AS A COLOR CODE TO MARK, IDENTIFY, OR LOCATE ANY WORK. WORK MAY NOT SHOW UP PROPERLY.
<b>Developer Contact:</b> Steve Hopper Hopper Development 1708 East 1550 South South Ogden, UT 84405 PH: (801) 837-2020	<b>Project Contact:</b> Reeve & Associates, Inc. 5160 South 1500 West Riverton, UT 84065 PH: (801) 621-3100



REVISIONS	
DATE	DESCRIPTION
08/01/2023	NF - Cr. & Wtr Comm.
08/07/2023	NF - Hopper Education & TWWB
12/27/2024	NF - BBR Comments
02/27/2024	NF - TWWB Comments
03/14/2024	NF - City Comments
04/25/2024	NF - REVISED PER PRECONSTRUCTION MEETING



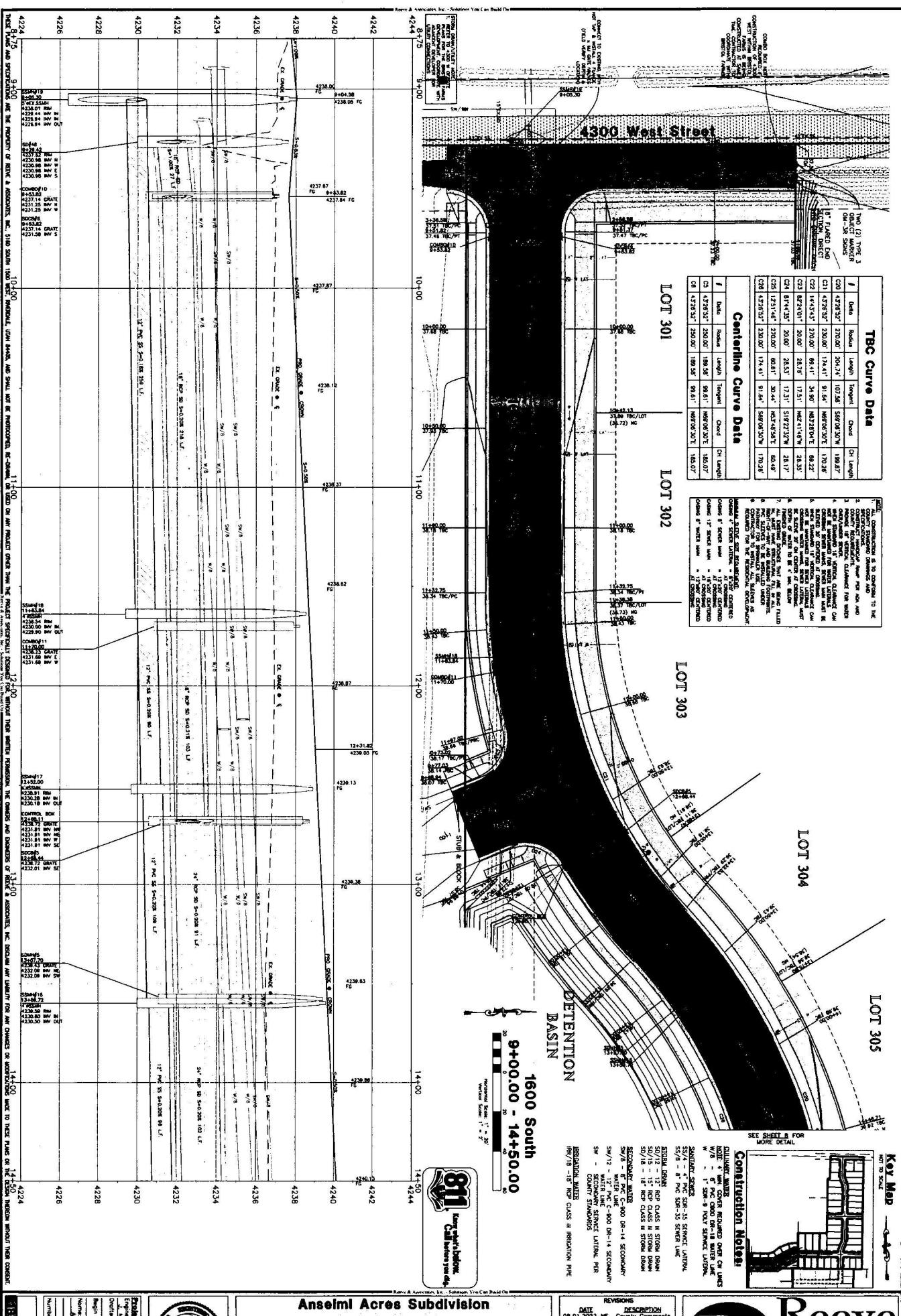












## Anselmi Acres Subdivision

WEBER COUNTY, UTAH

**1600 South 9+00.00 - 14+50.00**

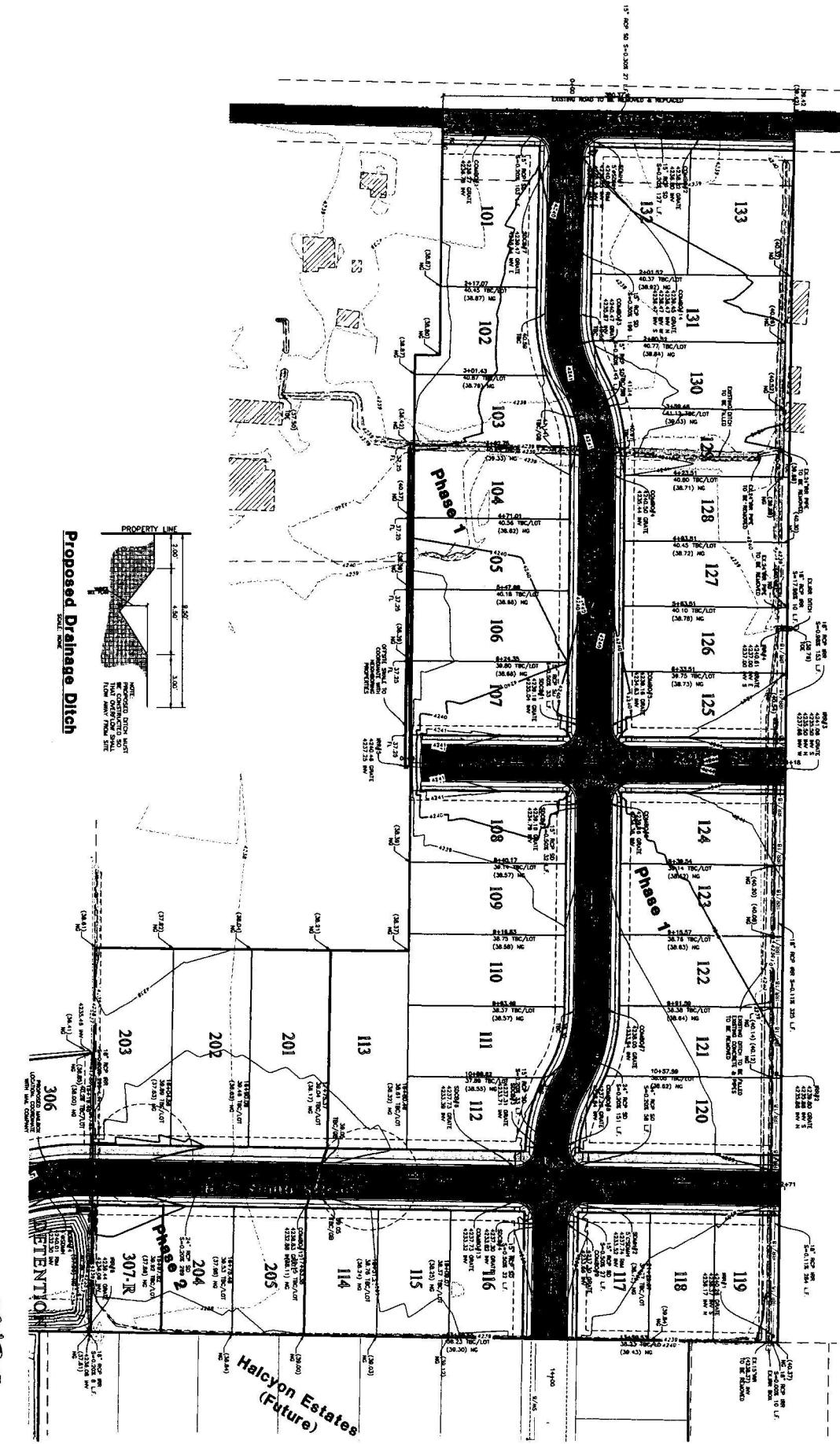
REVISIONS	
DATE	DESCRIPTION
08.01.2023	NF County Comm
08.07.2023	NF Irr. & Mtr. Co
12.13.2023	NF Utility Outfall
02.27.2024	NF JUB Comm
03.14.2024	NF City Comm











THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5100 SOUTH 1000 WEST, BUREAU, UTAH 84301, AND SHALL NOT BE PHOTOGRAPHED, RE-COPIED, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESCRIBED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND DESIGNERS OF REEVE & ASSOCIATES, INC. DECLINE ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

**Notices**

THESE PLANS WERE CREATED UTILIZING  
COLORS FOR EASE OF READING & OTHER  
PURPOSES. DO NOT USE THESE PLANS  
COPIED OR DUPLICATED FOR ANYTHING OTHER  
THAN THE PROJECT FOR WHICH THEY WERE  
MADE. THESE PLANS ARE NOT DRAWN  
TO BUREAU & WHITMORE, UTAH  
STANDARDS.



### Anselmi Acres Subdivision

WEBER COUNTY, UTAH

### Phase 1 & 2 Grading Plan

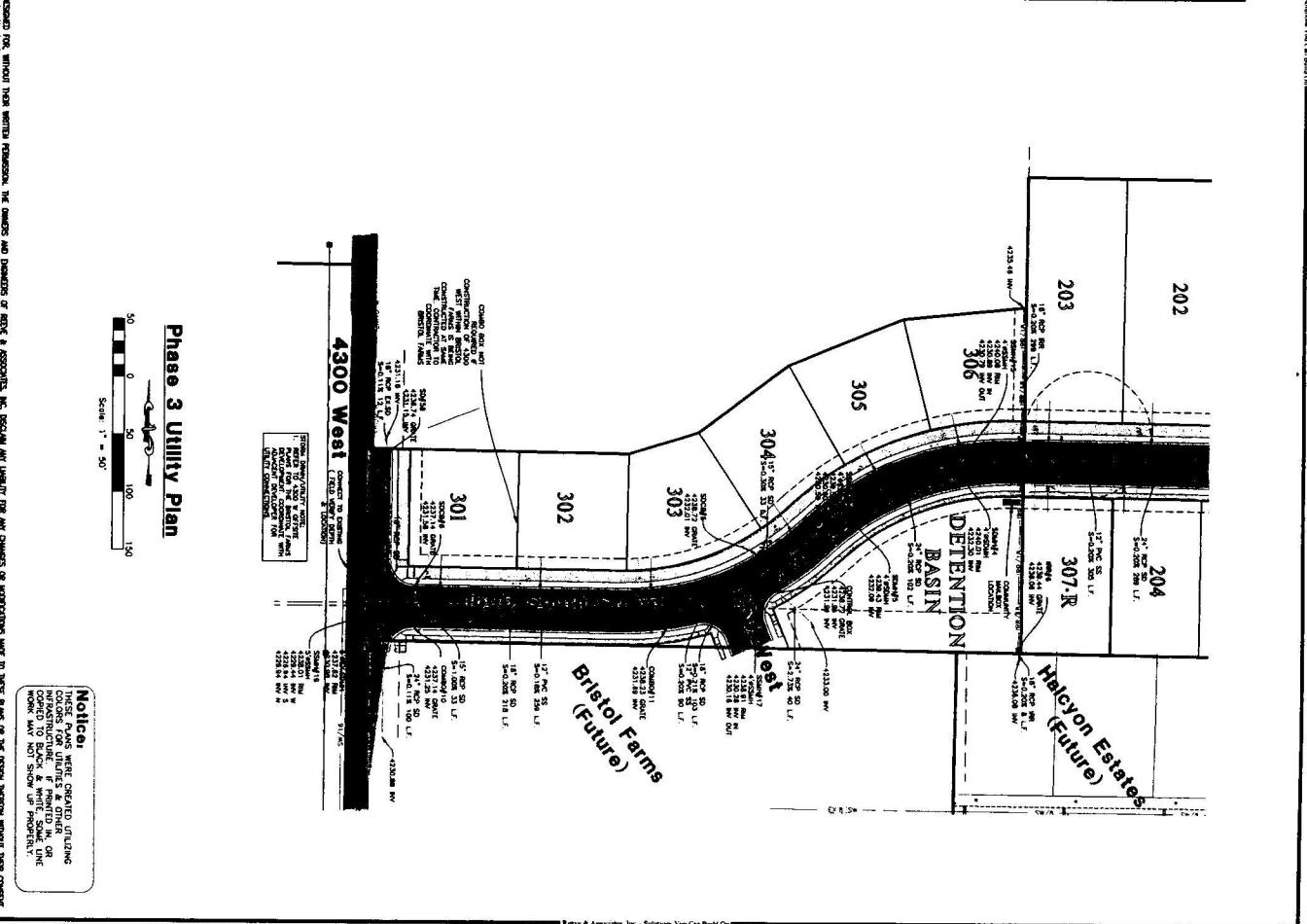
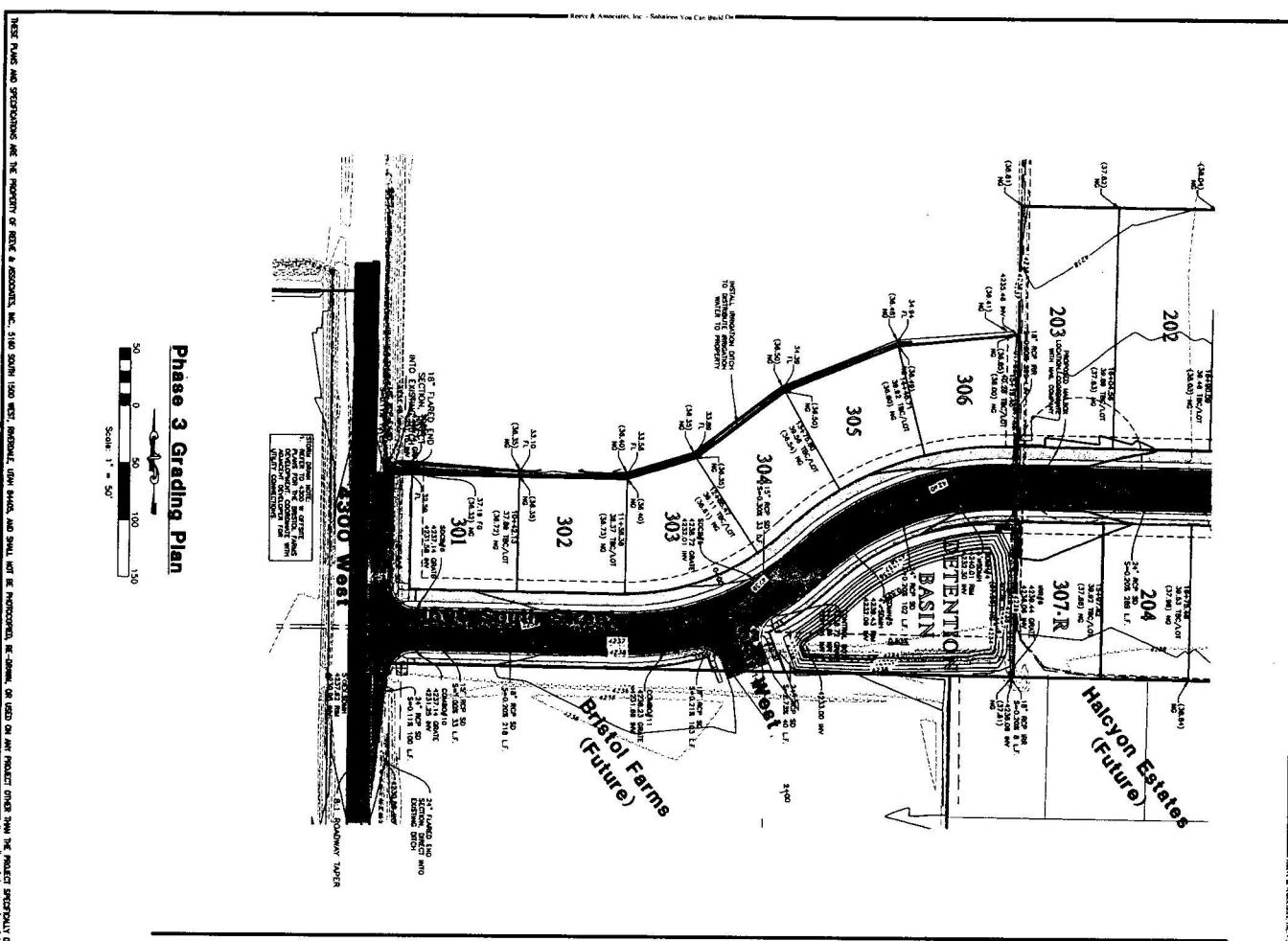
REVISIONS	DATE	DESCRIPTION
	08.01.2023	County Comments
	08.07.2023	NF kr. & wtr. Comm.
	12.13.2023	NF Utility Output
	12.27.2024	NF City Comments
	01.12.2024	NF City Comments



**Reeve & Associates, Inc.**  
E#3354352 Pg26of36







Reeve A Associates, Inc. - Solutions You Can Build On

**Anselmi Acres Subdivision**  
WEBER COUNTY, UTAH

**Phase 3 Grading & Utility Plan**

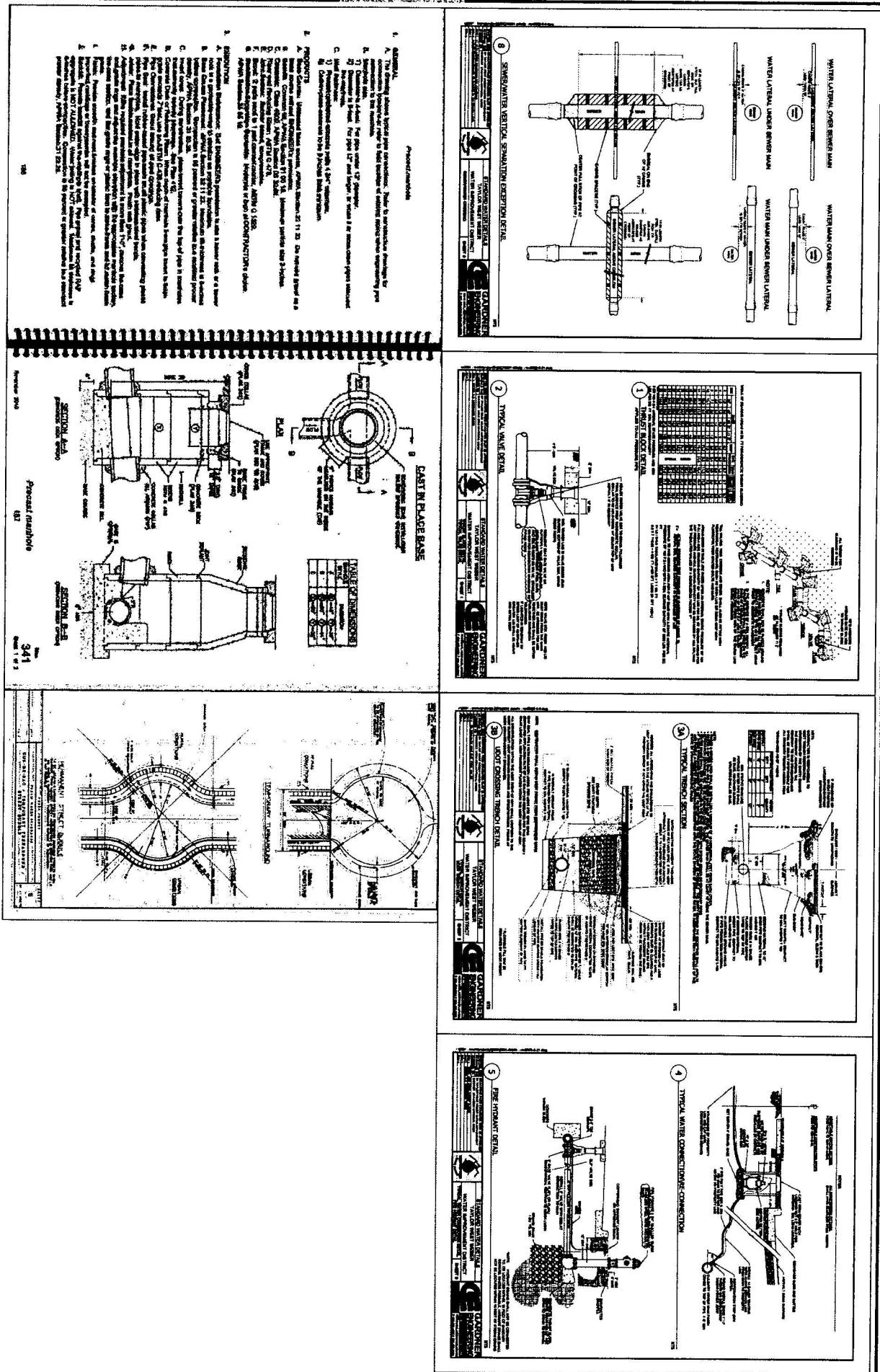
Project Info:

Engineer: J. MATTHEW REEVE, P.E.  
Designer: J. MATTHEW REEVE, P.E.  
Prep. by: J. MATTHEW REEVE, P.E.  
Date: MAY 2023  
Name: ANSELMI ACRES  
Address:  
Number: 2135-19

REVISIONS:

DATE	DESCRIPTION
08.01.2023	NF County Comments
08.07.2023	NF kr. & Mr. Comm.
12.13.2023	NF Utility Output
02.27.2024	NF JUB Comments
03.13.2024	NF City Comments

**R** Reeve & Associates, Inc. E#3354352 Pg 29 of 36



### Anselmi Acres Subdivision

WEBER COUNTY, UTAH

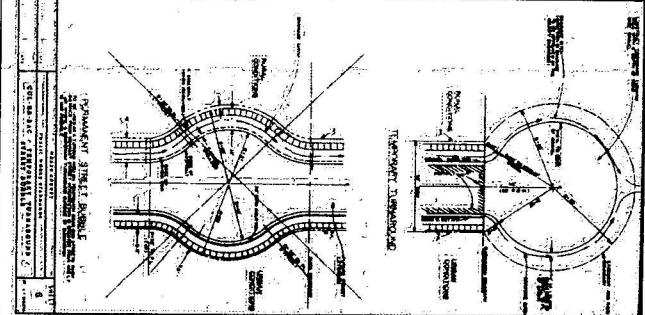
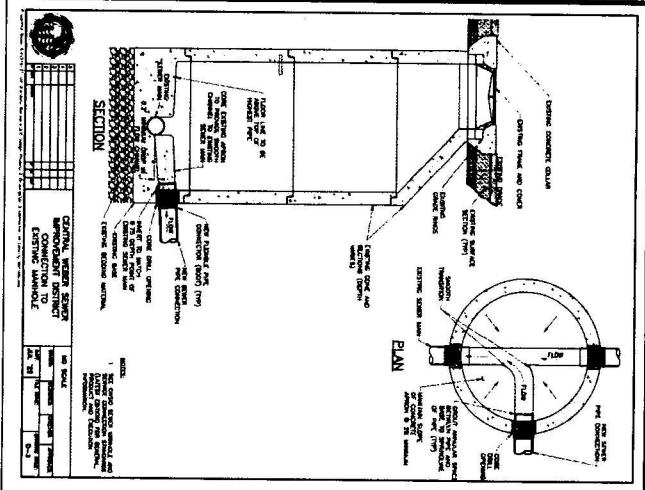
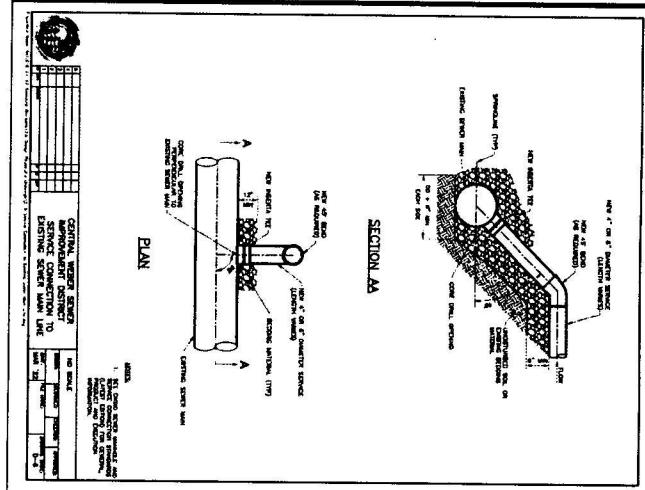
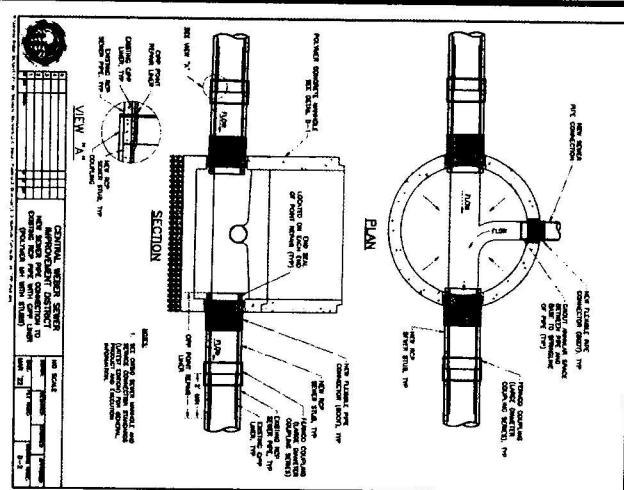
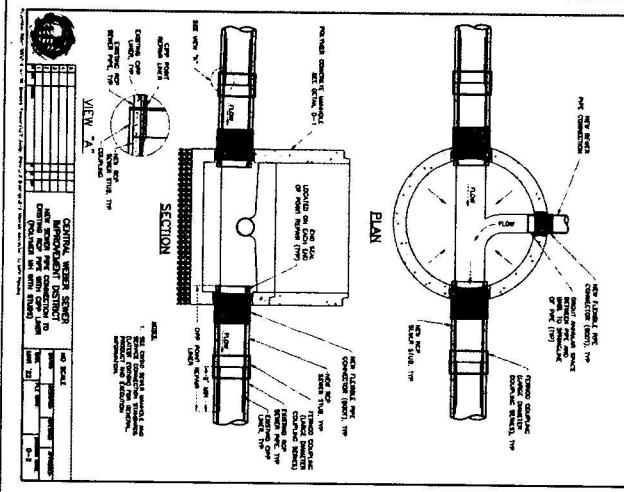
#### Standard Details

REVISIONS	
DATE	DESCRIPTION
08.01.2023	Initial Comments
08.01.2023	Initial Outlines
12.13.2023	JUR Comments
02.27.2024	JUR Comments
03.14.2024	Civ Comments



E#3354352 Pg300f36

PRINTED IN U.S.A. BY THE AMERICAN PRESS, NEW YORK, NEW YORK, AND WILL NOT BE PRODUCED, RE-USED, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR WITHOUT PRIOR WRITTEN PERMISSION. THE OWNERS AND EMPLOYEES OF ADONI & ASSOCIATES, INC. DECLINE ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THIS PRINT OR THE PRINT THEREUPON.



## Anselmi Acres Subdivision

### Standard Details

REVISIONS	
DATE	DESCRIPTION
08.01.2023 NF	County Comments
08.07.2023 NF	Ir. & Mr. Comm.
12.13.2023 NF	Utility Outflow
02.27.2024 NF	JUB Comments
03.14.2024 NF	City Comments



Reeve  
& Associates Inc  
#3354352 Pg

#3354352 Pg31of36

# ANSELMI ACRES Storm Water Pollution Prevention Plan Exhibit

WEBER COUNTY, UTAH  
DECEMBER, 2023

SWPPP Legend

- PORTABLE TOILET
- INLET PROTECTION  
(SEE DETAIL)
- SALT FENCE  
(SEE DETAIL)
- 50' X 40' CONSTRUCTION  
DRIVEWAY #/8 CLO  
GRANITE
- CONCRETE WASH  
AREA (SEE DETAIL)  
OR AS SELECTED  
BY CONTRACTOR

**SWPPP NOTES:**

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REED & ASSOCIATES, INC. AND SOHON 1500 WEST, RENO, NEVADA, AND SHALL NOT BE PHOTOGRAPHED, RE-COPIED, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND EMPLOYEES OF REED & ASSOCIATES, INC. DECLINE ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

## Construction Activity Schedule

PROJECT BEGINNING DATE ..... NOVEMBER, 2011  
BMP'S DEVELOPMENT DATE ..... DECEMBER, 2023  
STORM WATER MANAGEMENT CONTACT / INSPECTOR ..... SKY HAZELHURST (801) 837-2144  
SPECIFIC CONSTRUCTION SCHEDULE INCLUDING BMP CONSTRUCTION SCHEDULE TO BE INCLUDED WITH SUBMISSION  
BY OWNER/DEVELOPER

## Anselmi Acres Subdivision

WEBER COUNTY, UTAH



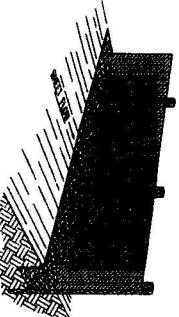
REVISIONS	
DATE	DESCRIPTION
08.01.2023	NF County Comm.
08.07.2023	NF Irr. & Wtr. Com.
12.13.2023	NF UTILITY Outfall
02.27.2024	NF JUB Comm.
03.14.2024	NF City Comm.

RA  
E#

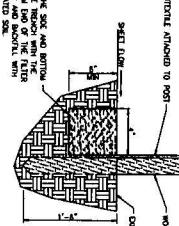
**Reeve**  
Ex Accountant Inc  
3354352 Pg

### Notebooks

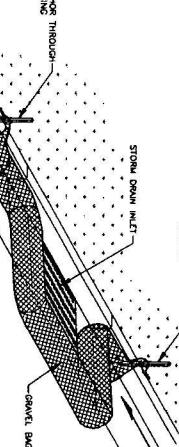
## Perspective View



## Section



1111



Reeve & Associates, Inc. - Somerton, You Can Be

## WEBC COUNTY, UTAH



Cross Section 50' x 20' Construction Entrance

**Concrete Washout Area  
w/ 10 mil Plastic Liner**

11

THIS PLATE AND SPECIMENS ARE THE PROPERTY OF REED & ASSOCIATES, INC., 5100 SOUTH 1500 WEST, RAYMOND, UTAH 84046, AND SHALL NOT BE PHOTOGRAPHED, RE-DRAWN, OR USED IN ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNATED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND DESIGNERS OF REED & ASSOCIATES, INC. DECLINE ANY LIABILITY FOR ANY CHANGES, OR MODIFICATIONS MADE TO THESE PLATES OR TO THE DESIGN THEREON, WHETHER IN THE CONSTRUCTION, USE, OR OPERATION OF THE PROJECT.

Exhibit C: Reserved for Escrow Certificate or Letter of Credit



## IRREVOCABLE STANDBY LETTER OF CREDIT

Date: 11/21/2024

**Beneficiary:**

Weber County  
2380 Washington Blvd.  
Ogden, Utah 84401

**Applicant:**

CW Investments, LLC  
1758 S 1900 W STE B6  
West Haven, UT 84401

LOC Number: #3643670

Project Name: Anselmi Subdivision

Amount: \$1,269,048.01

Expiration Date: 11/21/2026

### WEBER COUNTY:

We hereby establish this irrevocable Standby Letter of Credit No. 3643670 (the "LOC"), in favor of Weber County (the "County"), for the Account of the (Applicant) CW Investments, LLC up to an aggregate amount of One Million Two Hundred Sixty Nine Thousand Forty Eight and 01/100 U.S. Dollars (\$1,269,048.01) available by your draft at sight drawn on us. This LOC is issued to secure the completion and installation of improvements (the "Improvements") required under that certain Improvements Guarantee Agreement (the "Agreement") made between (Applicant) CW Investments, LLC and the County dated 11/21/2024.

Each draft must be accompanied by (i) a certification from the Weber County Engineer that (applicant) CW Investments, LLC is in default under the terms and conditions set forth in the Agreement; (ii) by this original LOC along with originals of all amendments; and (iii) by a sight draft signed by the Weber County Engineer. The original LOC shall be returned to the County if the sight drafts on the LOC have not exhausted the full amount of credit.

Each sight draft drawn under this LOC must state "Drawn Under (Bank name) Goldenwest Credit Union Irrevocable Standby Letter of Credit No. 3643670, dated 11/21/2024, to satisfactorily complete such improvements as are required by the Improvements Guarantee Agreement between (Applicant) CW Investments, LLC and the County, dated 11/21/2024." (Bank name) Goldenwest Credit Union is entitled to rely upon the certification from the Weber County Engineer and will have no obligation to independently verify the accuracy thereof.

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



This LOC shall expire Twenty-four (24) months from the date hereon unless the County shall have released (Applicant) CW Investments, LLC from all further liability hereunder upon the timely and satisfactory completion of the Improvements.

The proceeds of said drafts will be retained and used by the County to meet any expenses arising out of the satisfactory completion of the Improvements identified in the Agreement. Upon the final completion and acceptance of the performance required under the Agreement, there will be refunded to us by the County any balance remaining after application by the County of the sums necessary from the proceeds of the draft(s) to pay costs incurred in satisfactorily completing the Improvements.

This LOC is issued and shall be subject to the International Standby Practices (ISP98) or any subsequent revision thereto, to the extent that it does not conflict with Utah Code Annotated Sections 70A-5-101 *et seq.* (1953 as amended). Jurisdiction for resolution of disputes arising under this LOC lies in the courts of Salt Lake County, Utah.

We hereby agree with drawers, endorsers and bona fide holders of drafts that all drafts drawn under and in compliance with the terms of this LOC shall be honored by us and payment made no later than three (3) business days after delivery of documents as specified on or before the expiration date of this LOC.

In the event (Bank name) Goldenwest Credit Union is placed into receivership, becomes insolvent, or files for bankruptcy, the County shall be immediately notified. The County may consider this a default event and require the issuance of a new irrevocable standby letter of credit.

(Bank name) Goldenwest Credit Union

By: Eric Wolthuis A handwritten signature in black ink, appearing to read "Eric Wolthuis".

Title: AVP Commercial Lending