



Upon Recording Return to:
Brigham City Recorder
20 N. Main Street
Brigham City, UT 84302

ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between Visionary Homes 2022, LLC, hereinafter called "Subdivider" and BRIGHAM CITY CORPORATION, a municipal corporation, hereinafter called "City" and U.S. BANK, hereinafter called "Escrow Holder".

WITNESSETH:

WHEREAS, Subdivider has caused to be subdivided under the regulations and ordinances of Brigham City certain property located in said City known as NORTH POINT SUBDIVISION PHASE 2, consisting of certain lots and improvements as specifically designated on the subdivision plat and engineering documents. A copy of the subdivision plat is attached hereto as Exhibit "A" and made part of this Agreement; and

WHEREAS, Subdivider has agreed and undertaken to complete the construction and installation of onsite and offsite improvements and facilities in accordance with the terms of the Brigham City ordinances, the costs of which are set forth in the Engineer's Cost Estimate thereof, a copy of which is attached hereto and marked as Exhibit "B" and made a part of this Agreement; and

WHEREAS, the parties have agreed that to insure the completion of such onsite and offsite improvements and facilities by Subdivider on or before the 29th day of March, 2024, the sum of **\$1,005,848.86**, shall be deposited with the Escrow Holder in favor of the City for the purpose of guaranteeing to City that the onsite and offsite improvements and facilities are timely completed in accordance with the terms and conditions of this Agreement as hereinafter stated.

NOW, THEREFORE, for and in consideration of the promises and the covenants, terms and conditions as hereinafter set forth, it is agreed by Subdivider, City and Escrow Holder as follows, to wit:

1. Subdivider shall have on deposit with Escrow Holder by the 29th day of March, 2024, the sum of **\$1,005,848.86**, as the remaining costs for installation of onsite and offsite improvements including the required 10% warranty as specifically itemized in the Engineer's Cost Estimate attached hereto as Exhibit "B" for the purpose of guaranteeing the completion by the Subdivider of such onsite and offsite improvements on or before the **29th day of March, 2026**.
2. All parties hereto agree that the escrow funds may be used in the following manner only, to wit:
 - (a) Subdivider shall notify Brigham City Public Works Department, along with Escrow Holder, of its intent to install or commence installation of each onsite and offsite improvements not less than 24 hours prior to commencement of work so that the City may inspect, verify, and approve such installation prior to covering.
 - (b) Upon completion of such onsite and offsite improvements, Subdivider may file with City a written request for withdrawal from escrow for payment of such improvements or installations. Upon approval and acceptance by the City Engineer or designee, City will authorize Escrow Holder to disburse said

dedicated funds up to the Engineer's Cost Estimate to the Subdivider, contractor, or agent furnishing such services, as requested by Subdivider.

(c) Immediately upon completion of all onsite and offsite improvements as set forth in Engineer's Cost Estimate, Exhibit "B", Subdivider shall provide to City a mylar copy of subdivision "As-Built Drawings." Upon approval and acceptance of improvements and facilities by the City Engineer or designee, City shall grant "Conditional Acceptance" of the subdivision improvements, City shall immediately in writing to Escrow Holder, authorize the release and payment of all remaining funds to Subdivider, except the 10% warranty.

(d) Immediately upon conclusion of the subdivision improvements one year warranty period, which commenced on the day City granted Conditional Acceptance, City shall once again inspect subdivision improvements and if found to be satisfactory, City shall grant "Final Acceptance" of all improvements, record a release of financial guarantee, and shall in writing to Escrow Holder, authorize the release and payment to Subdivider of the 10% warranty.

(e) As each payment by the Escrow Holder to Subdivider, contractor, or agent is made, Subdivider shall secure from such contractor or persons performing services good and sufficient lien waivers covering such work and materials.

(f) Nothing contained herein shall prevent Subdivider from paying any or all costs of improvement from separate financial sources or funds, should Subdivider determine to do so.

(g) Escrow Holder shall only release escrow funds after receiving written authorization from City to release said funds, notwithstanding time periods noted herein.

3. Subdivider agrees that they shall complete all onsite and offsite improvements on said subdivision within two years from the date hereof, to wit:

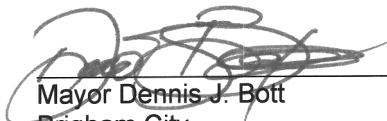
On or before the **29th day of March, 2026**, and in the event the Subdivider fails to complete such improvements within said time frame, then and in that event, the Escrow Holder shall disburse directly to the City such funds or parts thereof as City may request in writing as reimbursement for improvements caused to be constructed by the City for or on behalf of the City in completing the onsite and offsite improvements and facilities on said Subdivision.

4. In no event shall the Escrow Holder charge or claim a lien against any of the proceeds held hereunder for the benefit of the City for any other debt or obligation owed by Subdivider.
5. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their successors, heirs and assigns.
6. Subdivider agrees to pay to the Escrow Holder all fees charged by the Escrow Holder for its services and the performance of its duties and obligations under this instrument.
7. Subdivider by entering into this Agreement agrees to escrow the amount of money as determined by the Engineer's Cost Estimate. The Subdivider further understands that Subdivider shall be responsible for the actual costs of installation of the improvements, should the actual costs vary from the Engineer's Cost Estimate.

8. If any party defaults in the terms, covenants and conditions of this agreement, the defaulting party shall pay all costs, expenses and attorney's fees for enforcement of the agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this **29th day of March, 2024**, by the City acting by authority of its governing body, Subdivider by authority of its governing body and the Escrow Holder by authority of its governing body, granted to it pursuant to bylaws of resolutions authorizing the same.

CITY



Mayor Dennis J. Bott
Brigham City

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
: \$
COUNTY OF BOX ELDER)

On 2nd day of April, 2024, Personally appeared before me **Dennis J. Bott**. Who being duly sworn by me did say, for himself that he is the said authorized agent of Brigham City Corporation, and that within the foregoing instrument was signed in behalf of said Brigham City Corporation, and that the said authorized agent did duly acknowledge to me that said corporation executed the same.



Notary Public

APPROVED AS TO FORM


City Attorney

4/1/24
Date

SUBDIVIDER


Jeff Jackson, Manager
Visionary Homes 2022, LLC

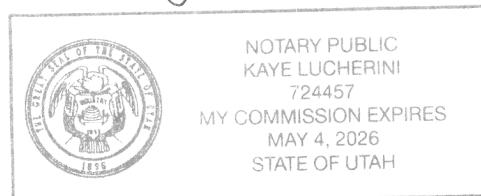
LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH)
: §
COUNTY OF CACHE)

On this 29 day of March, 2024, Jeff Jackson, Manager, for and on behalf of Visionary Homes 2022, LLC, personally appeared before me, the undersigned notary public in and for said state and county, being duly sworn, acknowledged to me, that he is the Manager of Visionary Homes 2022, LLC, a Utah Limited Liability Company, and that within and foregoing instrument was signed in behalf of said corporation, and said authorized agent did duly acknowledge to me that said corporation executed the same.



Notary Public



ESCROW HOLDER

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By: Rhonda Harold
Name: Rhonda Harold
Its: Vice President

CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
 :
COUNTY OF ORANGE)

On the _____ day of March, 2024, personally appeared before me, _____, who
being by me duly sworn did say, for herself/himself that she/he is the said authorized agent of
U.S. Bank, and that within and foregoing instrument was signed in behalf of said corporation, and
said agent did duly acknowledge to me that said corporation executed the same.

Notary Public

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ORANGE

On March 28, 2024, before me, Christine F. Cunningham, a Notary Public, personally appeared Rhonda Harold, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

Exhibit "A"

North Point Subdivision Phase 2

Legal Description

SURVEYOR'S CERTIFICATE



MARCH 28, 2023

DALE

COURT BROWN

P. 1256515250

PROFESSIONAL LAND SURVEYOR

CREDIT/CERT. NO. 1256515250

PROPERTY SURVEYOR

CRED. NO. 1256515250

LAND SURVEYOR

CRED. NO. 1256515250

CIVIL SURVEYOR

FINAL PLAT

OF

NORTH POINT SUBDIVISION

PHASE 2

LOCATED IN A PORTION OF THE NW 1/4 AND THE SW 1/4 OF SECTION 12, T30N, R2W, S. 1/4, B.M.

BRYAN CITY, UTAH

EAST NORTHWEST CORNER

12, T30N, R2W, S. 1/4, B.M.

(DISTURBED POSITION)

BOX Elder County, Section 12,

T30N, R2W, S. 1/4, B.M.

BOX Elder County, Box 100

151-30

VICINITY MAP

N.W.

S.W.

E.W.

N.E.

S.E.

CREEK

DRIVE

HIGHWAY

SOUTHWEST CORNER SECTION 12, T30N, R2W.

BASIS OF DIVISION

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FINAL PLAT
OF
NORTH POINT SUBDIVISION

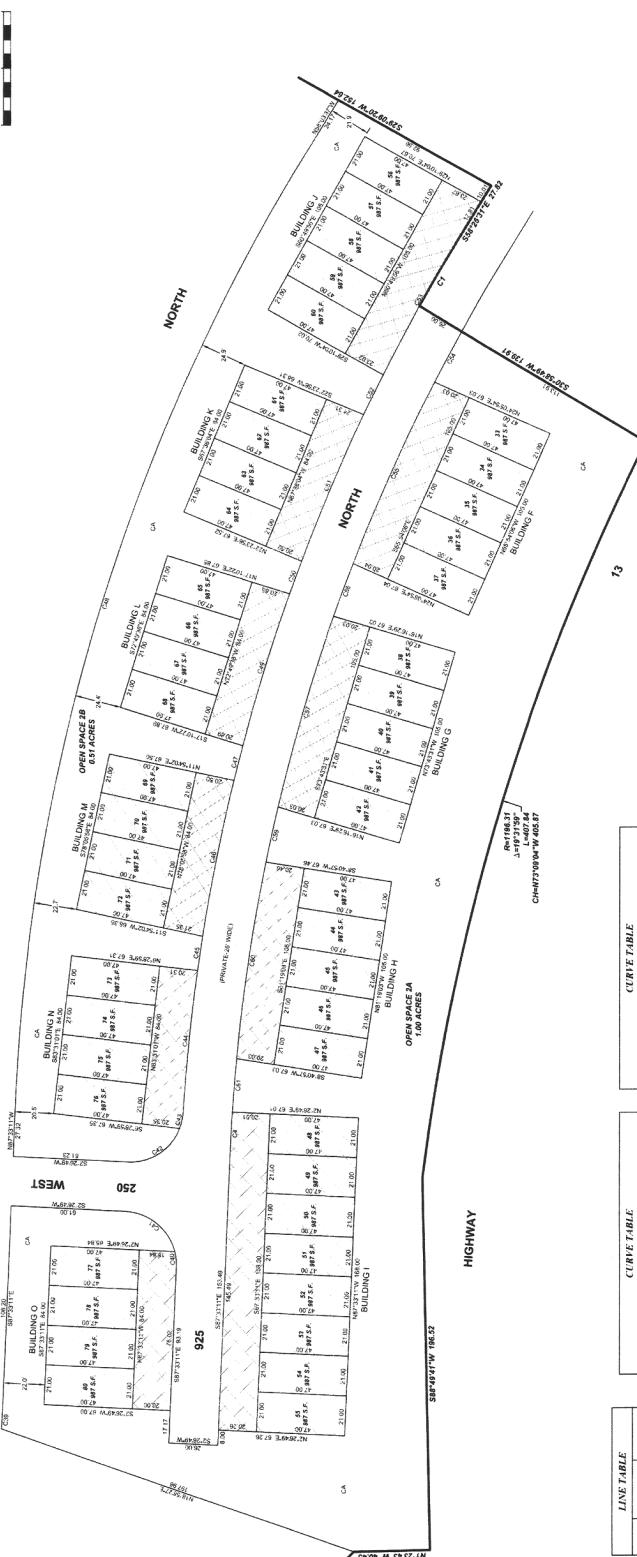
PHASE 2
LOCATED IN A PORTION OF THE NW1/4 AND THE SW1/4 OF SECTION 12, T9N, R2W, S.L.B. & M.

BRIGHAM CITY, UTAH

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ESS TABLE

BUILDING	UNIT #	ADDRESS/SSN	BLDG/UNIT
F	33	12 W 92N	K
F	24	12 W 92N	K
F	35	125 W 92N	K
F	36	133 W 92N	K
F	37	141 W 92N	L
G	38	149 W 92N	L
G	39	160 W 92N	L
G	40	173 W 92N	L
G	41	177 W 92N	M
G	42	189 W 92N	M
H	43	213 W 92N	M
H	44	213 W 92N	M
H	45	217 W 92N	N
H	46	221 W 92N	N
H	47	229 W 92N	N
I	48	243 W 92N	N
I	49	247 W 92N	O
I	50	255 W 92N	O
I	51	265 W 92N	O
I	52	269 W 92N	O
I	53	269 W 92N	O
I	54	273 W 92N	O
I	55	277 W 92N	O
J	56	104 W 92N	O
J	57	105 W 92N	O
J	58	112 W 92N	O
J	59	120 W 92N	O



LINE TABLE

TENURE

FINAL PLAT
OF
NORTH POINT SUBDIVISION

civilsolutionsgroup inc. 
ACHE VALLEY P: 435.213.3762
SALT LAKE P: 801.216.3182
UTAH VALLEY P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net

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BOUNDARY DESCRIPTION

A portion of the SW1/4 and the NW1/4 of Section 12, Township 9 North, Range 2 West, Salt Lake Base & Meridian, located in Brigham City, Utah, more particularly described as follows:

Beginning at a point on the easterly right-of-way of 500 West Street at the northwest corner of Lot 16, Phase 1, BRIGHAM WILLOWS Subdivision, according to the Official Plat thereof on file in the Office of the Box Elder County Recorder, as monumented and constructed, locate N1°13'56"W (plat: N1°11'34"W) along the Section line 2,545.21 feet and East 837.12 feet from the calculated position of the Southwest Corner of Section 12, T9N, R2W, S.L.B.& M.; thence N0°14'38"E along said lot 267.08 feet to the south line of CARDAMINE Subdivision, according to the Official Plat thereof on file in the Office of the Box Elder County Recorder; thence S89°31'04"E (plat: S89°27'41"E) along said Subdivision 580.51 feet; thence S0°28'45"W 3.15 feet; thence along the arc of a 70.00 foot radius curve to the left 8.92 feet through a central angle of 7°17'56" (chord: S3°10'13"E 8.91 feet); thence S6°49'11"E 76.35 feet; thence S48°10'20"E 18.49 feet; thence S10°10'58"E 61.06 feet; thence S89°28'12"E 421.86 feet; thence S1°12'10"W 403.78 feet; thence Southeasterly along the arc of a 1,110.00 foot radius non-tangent curve (radius bears: S5°06'21"W) to the right 219.52 feet through a central angle of 11°19'53" (chord: S79°13'43"E 219.17 feet); thence N17°12'38"E 100.00 feet; thence Southeasterly along the arc of a 1,210.00 foot radius non-tangent curve (radius bears: S16°30'01"W) to the right 290.01 feet through a central angle of 13°43'58" (chord: S66°38'00"E 289.32 feet); thence S60°03'00"E 37.65 feet; thence S43°20'00"E 62.04 feet; thence S6°39'51"W 94.00 feet; thence N58°03'37"W 80.49 feet; thence S29°09'20"W 152.64 feet; thence N58°25'31"W 27.82 feet; thence along the arc of a 1,013.00 foot radius curve to the left 46.14 feet through a central angle of 2°36'35" (chord: N59°43'49"W 46.14 feet); thence S30°58'49"W 139.91 feet to the northerly right-of-way line of Highway 13 (900 North); thence along said right-of-way the following 2 (two) courses and distances: Northwesterly along the arc of a 1,196.31 foot radius non-tangent curve (radius bears: S26°36'55"W) to the left 407.84 feet through a central angle of 19°31'59" (chord: N73°09'04"W 405.87 feet); thence S88°49'41"W 196.52 feet to the southeast corner of Parcel No. 03-082-0067; thence N1°23'43"W along said Parcel 40.43 feet; thence along said Parcel and the northeasterly line of said Phase 1 of BRIGHAM WILLOWS Subdivision the following 3 (three) courses and distances: N44°31'32"W 357.39 feet; thence N46°56'21"W 306.00 feet; thence S66°28'49"W 66.01 feet; thence N78°36'30"W 19.21 feet; thence N89°45'22"W 1.78 feet to the southeast corner of said Lot 16; thence along said lot the following 2 (two) courses and distances: N32°42'45"W 119.18 feet; thence N89°45'22"W 120.00 feet to the point of beginning.

Contains: 15.87 +/- acres

Exhibit "B"

Engineer's Cost Estimate

RELEASE #3 - PRIOR TO RECORDING

North Point Phase 2 Cost Estimate

Public Improvements Bonding Estimate (not a bid)

Civil Solutions Group, Inc.

498 West 100 South, Providence, UT 84332

Providence, UT 84332

Date: September 7, 2023

Telephone 435-213-3762

mtaylor@civilsolutionsgroup.net

Description	Quantity	Unit	Amount	Total Amount
General				
1 Mobilization, Site Clean-up, Material Staging, Topsoil Stockpiling (5% of GENERAL) KH 9/20/2023	1	LS	\$18,000.00	\$18,000.00
2 Clear and Grub KH 9/20/2023	500,000	SF	\$0.10	\$50,000.00
3 Installation and Maintenance of Rock Tracking Pad KH 9/20/2023	2	LS	\$900.00	\$1,800.00
4 8" Import Granular Borrow Fill under asphalt & Curb (1-ft beyond curb) KH 12/12/2023	2,475	CY	\$15.00	\$37,125.00
5 6" Untreated Road Base Fill under asphalt and curb (1-ft beyond curb), includes trail connection to 500 West KH 12/12/2023	104,949	SF	\$0.90	\$94,154.10
6 3.5" Asphalt, includes trail connection to 500 West KH 12/12/2023	90,644	SF	\$1.70	\$154,094.80
7 Seal Coat	86,019	SF	\$0.30	\$25,805.70
8 4" Thick Concrete Sidewalk w/ 4" Gravel (Phase 1)	17,803	SF	\$7.00	\$124,621.00
9 4" Thick Concrete Sidewalk w/ 4" Gravel (Phase 2)	24,000	SF	\$7.00	\$168,000.00
10 ADA Ramps (Phase 1)	4	EA	\$1,500.00	\$6,000.00
11 ADA Ramps (Phase 2)	3	EA	\$1,500.00	\$4,500.00
12 30" Concrete Curb & Gutter KH 12/12/2023	3,061	LF	\$25.00	\$76,525.00
13 24" Concrete Curb & Gutter KH 12/12/2023	627	LF	\$19.00	\$11,913.00
14 12" Concrete Ribbon Curb KH 12/12/2023	708	LF	\$17.00	\$12,036.00
15 Pond Excavation KH 12/12/2023	3	LS	\$60,000.00	\$180,000.00
16 Concrete Driveways Not Part of Required Escrow. Is Part of Building Permit Process. MB 01/16/2024 MB	23,482	SF	\$7.00	\$164,374.00
17 Environmental protection items (silt fences, inlet protection, sediment displacement, other BMPs) KH 12/12/2023	1	LS	\$10,000.00	\$10,000.00
18 Street Lights Part of Payment to City for Brigham City Power on 8/07/2023 MB	4	EA	\$4,000.00	\$16,000.00
19 Landscaping	94,746	SF	\$2.75	\$260,551.50
20 Pavilion	1	LS	\$35,000.00	\$35,000.00
21 Playground	1	LS	\$50,000.00	\$50,000.00
22 Fencing along SR-13 (Phase 1 & 2)	947	LF	\$32.00	\$30,304.00
23 Fencing along Main Street (Phase 1)	342	LF	\$32.00	\$10,944.00
24 Privacy Fence Along Single Family Lots	443	LF	\$32.00	\$14,176.00

SUBTOTAL GENERAL \$729,902.20 -\$1,556,224.10

Water Line

1 Connect to Existing Water System KH 9/20/2023	2	EA	\$3,000.00	\$6,000.00
2 8" AWWA C900 DR14 Water Line (Includes all tees, valves, bedding, trenching, backfill, thrust blocking, etc) KH 9/20/2023	2,313	LF	\$60.00	\$138,780.00
3 6" PVC Irrigation Pipe (Includes all tees, valves, bedding, trenching, backfill, thrust blocking, etc) KH 9/20/2023	1,605	LF	\$50.00	\$80,250.00
4 1" Water Service KH 9/20/2023	67	EA	\$1,700.00	\$113,900.00
5 Fire Hydrant and Assembly KH 9/20/2023	4	EA	\$8,000.00	\$32,000.00
6 Irrigation Services KH 9/20/2023	25	EA	\$1,500.00	\$37,500.00
7 Gate Valves KH 9/20/2023	12	EA	\$1,200.00	\$14,400.00
8 Concrete Collars KH 12/12/2023	12	EA	\$1,000.00	\$12,000.00

SUBTOTAL WATER LINE \$0 -\$434,830.00

Sewer Line

1 Connect to Existing Sewer Manhole KH 9/20/2023	1	EA	\$2,500.00	\$2,500.00
2 8" PVC Sewer Line (Includes all bedding, trenching, backfill, etc) KH 9/20/2023	2,211	LF	\$80.00	\$176,880.00
3 4" Sewer Service KH 9/20/2023	67	EA	\$1,500.00	\$100,500.00
4 Sewer Manholes KH 9/20/2023	13	EA	\$5,000.00	\$65,000.00
5 Concrete Collars KH 12/12/2023	13	EA	\$1,000.00	\$13,000.00

SUBTOTAL SEWER LINE \$0 -\$357,880.00

Storm Drain Line

1 8" SDR Perforated Pipe (Land Drain) KH 9/20/2023	1,090	LF	\$60.00	\$65,400.00
2 12" RCP Storm Sewer Pipe KH 9/20/2023	572	LF	\$35.00	\$20,020.00
3 15" RCP Storm Sewer Pipe KH 9/20/2023	386	LF	\$50.00	\$19,300.00
4 18" RCP Storm Sewer Pipe KH 9/20/2023	1,104	LF	\$65.00	\$71,760.00
5 24" RCP Storm Sewer Pipe KH 9/20/2023	368	LF	\$100.00	\$36,800.00
6 Pond Outlet Control Structure KH 12/12/2023	2	EA	\$4,200.00	\$8,400.00
7 Storm Sewer Inlet (2x3 with grate) KH 9/20/2023	12	EA	\$3,500.00	\$42,000.00
8 Storm Sewer Inlet (3x3 with grate) KH 9/20/2023	6	EA	\$3,500.00	\$21,000.00
9 Land Drain Box (2x2 with grate) KH 9/20/2023	3	EA	\$2,000.00	\$6,000.00
10 Flared End Section w/ ADS Trash rack KH 12/12/2023	4	EA	\$900.00	\$3,600.00

SUBTOTAL STORM DRAIN LINE \$0 -\$294,280.00

Utility Work

1 Brigham City Power Installation Fee KH 9/20/2023	Paid to City 8/07/2023 MB	1	LS	\$116,252.50
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SUBTOTAL UTILITY WORK \$116,252.50

SUBTOTAL	\$729,902.20	\$2,759,466.60
WARRANTY (10%)		\$275,946.66
GRAND TOTAL	\$1,005,848.86	\$3,035,413.26

Created by: M. Taylor

Reviewed and Approved:

Brett M. Jones
Brett M. Jones, P.E.
Brigham City Engineer

9/14/2023
Date