When recorded, please return to:
Laurie Hellstrom, City Recorder
Pleasant View City
520 Elberta Dr.
Pleasant View, Utah 84414

ESCROW AGREEMENT

For Serenity Subdivision

This Escrow Agreement ("Agreement") is made this 20, day of AUG, 2020 ("Effective Date"), by and between Pleasant View City, a municipal corporation of the State of Utah ("City"), and Mark Green, of Pleasant View, Utah ("Developer"), and Eric Rose, of Ogden, Utah, ("Escrow Agent"). City, Developer, and Escrow Agent may be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS City has granted Developer approvals for the construction of improvements and recordation of a proposed subdivision of land in Pleasant View City, Weber County, Utah. The subdivision is to be known as Serenity ("Project"). Exhibit A delineates the subdivision area and is attached as Exhibit A. Project contains Weber County Parcel number(s): 17-059-0050, 17-059-0061/0062/0119; and 17-059-0121.

WHEREAS Developer now desires to enter into this escrow agreement as security for improvements required for a development project, in compliance with the ordinances and standards of the City, and with specific development approval requirements;

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

AGREEMENT

1. **Appoint of Escrow Agent.** Eric Rose is hereby appointed Escrow Agent, and as Escrow Agent shall hold, in a separate escrow account, the sum specified in paragraph two (2) of this Agreement, subject to the terms and conditions set forth herein. Should Escrow Agent breach any part of this Agreement, it shall pay to City any damages as the result of its breach, including providing of the funds from the escrow account that were erroneously dispersed to complete the improvements described in this Agreement and reasonable attorney fees and costs.

2. **Deposit in Escrow.** Developer shall deposit with Escrow Agent in Account No. 410024988 the sum of $ 238,200.00, which is the amount of money

equal to 110% of the cost of the improvements to be installed as required by the City Subdivision Ordinance, as per the City-approved Engineer's Estimate (see Exhibit B) ("Escrow Amount"). The Escrow Amount shall be divided as shown in Engineer's Estimate.

2.1. Escrow Agent certifies it has received and is in possession of the funds as described above. If at any time prior to completion of the subdivision or acceptance of the improvements by the City, the City determines the amount held by Escrow Agent is not sufficient to complete the required improvements and the contingency and guarantee amounts required, Developer agrees to deposit the additional amounts into the escrow account within 30 days of receiving written or electronic notice from the City. The City shall not issue any building permits in the subdivision if the cost of improvements and the security amount falls below the amount required in this agreement.

3. **Application of Escrow Funds.** It is agreed by all Parties that the funds indicated in paragraph two (2) of this Agreement shall be used exclusively for the purpose of paying for the costs, materials, construction, and installation of all improvements required by the City's Subdivision Ordinance and development approvals. The undersigned, including the Escrow Agent, further agree that the funds held in the escrow account shall be distributed by Escrow Agent to Developer only upon written or electronic authorization by an authorized officer of the City. City authorization will be made upon the City's letterhead, indicating review and approval by the City.

4. **Limitation on Application of Funds.** The Developer shall not withdraw from the escrow account, nor shall the Escrow Agent permit any withdrawal from the escrow account, funds identified as guarantee funds in paragraph five (5) below, except as provided in paragraph six (6).

5. **Guarantee Funds.** A guarantee sum equal to 10% of the cost of the improvements to be installed, or $ 21,600.00, as shown in Exhibit B, shall remain with Escrow Agent for a period of at least one (1) year after the conditional acceptance of the improvements by the City. In the event the escrow funds do not pay for and complete in full all of the improvements required, then, upon demand by the City, Developer agrees to immediately place in escrow account, with Escrow Agent, all additional amounts necessary to complete the improvements. Developer may not use guarantee funds to complete the improvements but must place additional money in escrow account.

5.1. Unless other appropriate security is provided, a 10% guarantee fund shall be held in escrow to warrant and guarantee that the required improvements installed by Developer remain in good condition for a period of one (1) year after the date of conditional acceptance by the City as required by the City Subdivision Ordinance and development approvals.

6. **Default on Improvements.** Should Developer fail to complete the improvements required by the City Subdivision Ordinance and development approvals within two (2) years of the Effective Date of this Agreement, the City may declare the funds on deposit with the Escrow Agent forfeited, and the proceeds of the account may be used by the City to complete the improvements required by the City Subdivision Ordinance. The City may also, at its sole discretion and after receiving written request from

the Developer, grant the Developer one (1) additional year to install the improvements by sending the Developer notice of the extension by email, with a copy also sent to the Escrow Agent.

At the end of the required period or additional year, if the improvements have not been completed, the funds on deposit with the Escrow Agent shall be forfeited, and the City may use the funds to install the improvements if sufficient funds are available to complete the improvements. If the funds remaining in escrow are not sufficient to complete the improvements, the funds remaining in escrow shall be forfeited to the City for use on the Project at the discretion of the City.

All demands by the City to Developer to perform corrections or completion of improvements shall be made by email, with a copy also sent to the Escrow Agent. If the defect is not corrected or improvements are not completed within 30 days following service of such demand, the City may correct the defect or complete the improvements and charge the Developer such costs, unless Developer requests in writing, served by certified mail, with a copy likewise served upon the Escrow Agent by certified mail, a hearing before the Pleasant View City Council within the 30-day period of time respecting the alleged defects or incompletions. The Escrow Agent, upon receiving notification from the City of the defect and that the City has incurred the cost of correcting the defect, shall pay to the City or to the subcontractor as specified by the City, from the escrow account the cost of correcting the defect, and the Escrow Agent shall be held harmless by the Parties for its payments to the City or subcontractor.

After the successful completion of the improvements and all other requirements of the City Subdivision Ordinance and this Agreement, any funds in the escrow account, other than guarantee funds, not used to install the improvements or to pay other costs associated with the completion of the subdivision shall be returned to the Developer.

7. **Completion of Guarantee.** Once the guarantee period has been completed, no sooner than one (1) year after the City has given Conditional Acceptance of the improvements, at the request of the Developer, the City shall perform a final inspection, and, if the required improvements remain substantially free from latent defects during the guarantee period, the City shall certify such fact to Escrow Agent, who shall release to the Developer any funds still held in the escrow account, and Escrow Agent shall be discharged of its obligations to the City. Should defects be identified by the City, the Developer shall make necessary repairs or corrections at the sole cost of Developer, and, once accepted by the City, funds shall be released as found herein.

8. **Conflicts**. This Agreement is intended to be in harmony with all Federal and State laws, and City ordinances, codes, procedures, regulations, and rules "Laws." If any provision herein is contrary to or inconsistent with any Laws, the provisions of Laws shall govern. In the event of any conflict between the terms of this Agreement and those of any document entered into prior to this Agreement, this Agreement shall govern.

9. **Severability**. If any portion of this Agreement is held to be unenforceable, any enforceable portion thereof and the remaining provisions shall continue in full force and effect. No rule of strict construction shall be applied against any Party. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision.

10. **Default.** Parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting Party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, whether such costs and expenses are incurred with or without suit or before or after judgment.

11. **Force Majeure.** No Party shall be deemed in default of this Agreement for any delay or failure to fulfill any obligation (other than a payment obligation) herein so long as and to the extent to which any delay or failure in the fulfillment of such obligation is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God, or acts, omissions or delays in acting by any financial institution, governmental authority, or the other party. In the event of any such excused delay, the time for performance of such obligations (other than a payment obligation) shall be extended for a period equal to the time lost by reason of the delay. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Parties of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

12. **Agreement to Run with the Land.** It is intended by Parties that this Agreement shall run with the land described herein and shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, representatives, successors in interest and assigns.

13. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties hereto relative to the subject matter hereof and shall not be modified or amended except by a written instrument executed by all the Parties.

14. **Contact Information.** Any notices, requests, or demands required or desired to be given hereunder shall be made to the Parties as follows:

For Developer:

Mark Green — Name
Greenland Homes — Company Name
227 W. 4050 N. — Address
Pleasant View, UT 84414 — city, state, zip
mgreen@omegagroupinc.com — email

For City:

Bill Cobabe, City Administrator
Pleasant View City
520 W. Elberta Dr.
Pleasant View, UT 84414
bcobabe@pleasantviewcity.com

For Escrow Agent:

Eric Rose	Name
Metro National Title	Company Name
6033 Fashion Pointe Dr, Ste 90	Address
South Ogden, UT 84403	city, state, zip
erose@metrotitle.com	email

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

15. **Exhibits to this Agreement.** Exhibits to this Agreement are enumerate as follows:

15.1. Exhibit A – Subdivision Area

15.2. Exhibit B – Engineer's Estimate

16. **Assignment.** This Agreement shall not be further assigned or in any way transferred without first obtaining the written consent of the non-assigning Party, which consent shall not be unreasonably withheld.

(continued on next page)

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

FOR ESCROW AGENT

_____

By: (Print name) Eric Rose

Its: (title) Escrow Officer

FOR DEVELOPER

_____

By: (Print name) Mark A. Green

Its: (title) owner-Pres

FOR PLEASANT VIEW CITY

_____

By: (name) _____

Its: Mayor

Attest: _____

City Recorder

Approved as to Form: _____

City Attorney

ACKNOWLEDGMENT OF ESCROW AGENT

STATE OF UTAH }
§
COUNTY OF Weber }

On the 20 day of August, 20 20, personally appeared before me Eric Bone, who being by me duly sworn did say that he/she is the Escrow Officer of Meta National Title, a corporation, and Escrow Agent named in the foregoing Escrow Agreement, and that the Escrow Agreement is signed on behalf of said corporation by his/her signature under authority of its Board of Directors, and said Eric Bone acknowledged to me that the said corporation executed the same and Escrow acknowledges that there is on deposit at Meta National Title a sum of money in the amount of $238,200.00, pursuant to the terms of the Escrow Agreement.

Witness my hand and official seal.

Mindi Herrera
Notary Public signature

MINDI HERRERA
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 07/29/2023
Commission # 707469

Mindi Herrera
(Printed Name)

(seal)

ACKNOWLEDGMENT OF DEVELOPER

STATE OF UTAH }
§
COUNTY OF Weber }

On the 20 day of Aug, 2020, personally appeared before me Mark Green, who being by me duly sworn, did say that he/she is the owner-Pres. of Greenland Homes, and that the Escrow Agreement was signed on behalf of said corporation by his/her signature under authority of a resolution of its Board of Directors, and said Mark Green acknowledged to me that said corporation executed the same.

Witness my hand and official seal.

Mindi Herrera
Notary Public signature

MINDI HERRERA
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 07/29/2023
Commission # 707469

(seal)

Mindi Herrera
(Printed Name)

SERENITY SUBDIVISION

Mainline Excavation
DATE: March 16, 2020

MAINLINE EXCAVATION 801.695.0389

NOTE: ALL LINEAR FOOT PIPE PRICES TO INCLUDE FITTINGS, BEDDING AND COMPACTED NATIVE BACKFILL TO GRADE

WORK ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE		TASK PRICE
I.	**STREET IMPROVEMENTS**					
1	MOBILIZATION, CLEARING & SITE PREPARATION	LS	1	$3,800.00	/LS	$3,800
2	8" SCARIFY - SUBGRADE PREP & COMPACT TO 95%	SF	26,929	$0.23	/SF	$6,194
3	7" THICK E-FILL (3" - 6") - IN-PLACE - (AKA GRANULAR BORROW)	SF	22,542	$0.67	/SF	$15,103
4	6" THICK UNTREATED BASE COURSE (3/4" - 1-1/2") - IN-PLACE	SF	22,542	$0.71	/SF	$16,005
5	3" THICK ASPHALT - IN-PLACE	SF	22,542	$1.65	/SF	$37,194
6	SEAL COAT	SY	2,504	$1.60	/SY	$4,006
7	INSTALL 30-INCH STD. CURB & GUTTER	LF	1,333	$22.50	/LF	$29,993
8	INSTALL STD. 5-FOOT CONC. SIDEWALK W/ 4-FOOT TRANSITION SECTION (6" CONCRETE)	SF	5,840	$6.75	/SF	$39,420
9	INSTALL ADA RAMP	EA	2	$950.00	/EA	$1,900
10	20' WIDE ACCESS ROAD (8" THICK ROAD BASE) - IN-PLACE	SF	2,714	$0.83	/SF	$2,253
11	STREET MONUMENTS	EA	2	$600.00	/EA	$1,200
12	STREET SIGN w/ STOP SIGN	EA	1	$350.00	/EA	$350
13	STREETLIGHTS	EA	2	$2,750.00	/EA	$5,500
14	COMPACTION TESTING / CONSTRUCTION STAKING	LS	1	$5,000.00	/LS	$5,000
15	REMOVE EXISTING ASPHALT PAVEMENT (INCLUDING EXISTING LOT 11 DRIVEWAY)	SF	3,777	$1.05	/SF	$3,966
17	PV DRIVE - ASPHALT PAVEMENT & TRENCH RESTORATION FOR WATER LINE CROSSING	LF	28	$43.19	/LF	$1,209
18	PV DRIVE - SAW-CUT EXISTING ASPHALT (FOR NEW SOUTHERLY CURB & GUTTER & INTERSECTION)	LF	290	$0.65	/LF	$189
19	PV DRIVE - REPAIR ASPHALT TRAIL AT NEW WATERLINE LOCATION	SF	366	$26.87	/SF	$9,834
20	EARTHWORK - CUT (APPROX.) - IN PLACE	CY	1,104	$4.00	/CY	$4,416
21	EARTHWORK - FILL (APPROX) - IN PLACE	CY	454	$4.00	/CY	$1,816
	SUBTOTAL:					$189,348
II.	**DRAINAGE IMPROVEMENTS**					
22	15-INCH RCP III STORM LINE	LF	319	$29.00	/LF	$9,251
23	4-INCH PVC PERFORATED STORM LINE	LF	178	$5.50	/LF	$979
24	INSTALL 5-FOOT DIA. BOTTOMLESS MANHOLE	EA	1	$3,500.00	/EA	$3,500
25	INSTALL POND OUTLET CONTROL STRUCTURE	EA	1	$7,500.00	/EA	$7,500
26	INSTALL EMERGENCY OVERFLOW SPILLWAY	LS	1	$3,000.00	/LS	$3,000
26a	INSTALL CURB INLET BOX	EA	1	$2,800.00	/EA	$2,800
26b	DETENTION POND LANDSCAPING & IRRIGATION	LS	1		/LS	$0
27	DETENTION BASIN EXCAVATION	CY	329	$4.00	/CY	$1,316
	SUBTOTAL:					$28,346
III.	**CULINARY WATER IMPROVEMENTS**					
28	CONNECT TO EXISTING 4" WATERLINE w/ 8"x4" REDUCER - PV DRIVE	LS	1	$3,000.00	/LS	$3,000
29	CONNECT TO EXISTING 8" WATERLINE w/ 8" VALVE - PV DRIVE (600 WEST INTERSECTION)	LS	1	$5,500.00	/LS	$5,500
30	INSTALL 8" WATER MAIN WITH ALL FITTINGS, COMPLETE	LF	534	$26.50	/LF	$14,151
30a	Install 8" Water Main along PV DRIVE	LF	370	$30.50	/LF	$11,285
31	FIRE LINE & HYDRANT w/ VALVE - COMPLETE	EA	2	$3,300.00	/EA	$6,600
32	WATER - 8" GATE VALVE	EA	3	$1,000.00	/EA	$3,000
33	NEW 1" SERVICE LINE & WATER METER - TIE INTO EX. SERVICE LINE (LOT 10)	EA	1	$1,800.00	/EA	$1,800
34	DISCONNECT EX. WATER SERVICE LINE & CAP AT WATER MAIN (LOT 10)	EA	1	$700.00	/EA	$700
35	WATER - INSTALL 1" WATER SERVICE w/ WATER METER & BOX, COMPLETE	EA	8	$1,500.00	/EA	$12,000
36	THRUST BLOCKING	LS	1	$800.00	/LS	$800
37	WATER - VALVE COLLARS	EA	6	$350.00	/EA	$2,100
38	WATER - 8"x6" REDUCER (FOR FIRE HYDRANT AT CUL-DE-SAC)	EA	1	$250.00	/EA	$250
39	TEMPORARY PLUGS AND TESTING	LS	1	$1,500.00	/LS	$1,500
	SUBTOTAL:					$62,686

Exibit B
Actual operational Budget.
Paid Invoices

37	WATER - VALVE COLLARS	EA	6	$350.00	/EA	$2,100
38	WATER - 8"x6" REDUCER (FOR FIRE HYDRANT AT CUL-DE-SAC)	EA	1	$250.00	/EA	$250
39	TEMPORARY PLUGS AND TESTING	LS	1	$1,500.00	/LS	$1,500
	SUBTOTAL:					$62,686
IV.	**SEWER IMPROVEMENTS**					
46	CONNECT TO EXISTING SEWER MAIN (AT SOUTHEAST)	EA	1	$5,500.00	/EA	$5,500
47	8" SEWER MAIN - PVC SDR 35	LF	337	$33.50	/LF	$11,290
48	10" SEWER MAIN - PVC SDR 35	LF	271	$36.00	/LF	$9,756
49	INSTALL 5-FOOT DIA. MANHOLE	EA	3	$3,500.00	/EA	$10,500
50	INSTALL 4-FOOT DIA. MANHOLE	EA	1	$3,200.00	/EA	$3,200
51	SEWER - INSTALL LATERALS FOR LOTS	EA	8	$900.00	/EA	$7,200
52	SEWER - MANHOLE / CLEANOUT CONCRETE COLLARS	EA	1	$350.00	/EA	$350
53	TESTING, CLEANING, VIDEO INSPECT	LS	1	$3,000.00	/LS	$3,000
	SUBTOTAL:					$50,796
VI.	**SECONDARY WATER IMPROVEMENTS**					
54	6" SECONDARY WATER MAIN: C-900 DR 18	LF	910	$20.00	/LF	$18,200
55	SEC. WATER SERVICE (DOUBLE), COMPLETE	EA	3	$1,600.00	/EA	$4,800
56	SEC. WATER SERVICE (SINGLE), COMPLETE (INCLUDES PARCEL "A" SERVICE)	EA	3	$800.00	/EA	$2,400
57	SEC. WATER - PINEVIEW WATER METER	EA	9	$1,000.00	/EA	$9,000
58	SEC. WATER - 6" GATE VALVE	EA	1	$800.00	/EA	$800
59	SEC. WATER - BLOW OFF	EA	1	$500.00	/EA	$500
60	TESTING	LS	1	$2,000.00	/LS	$2,000
	SUBTOTAL:					$37,700
VII.	**SWPPP**					
61	INLET PROTECTION	EA	5	$22.00	/EA	$110
62	SILT FENCE OR BERMING	LF	1,340	$1.25	/LF	$1,675
63	CONCRETE WASHOUT	LS	1	$500.00	/LS	$500
64	STABILIZED ENTRANCE	LS	1	$1,300.00	/LS	$1,300
65	RECORD KEEPING	LS	1	$1,500.00	/LS	$1,500
	SUBTOTAL:					$5,085
VIII.	**DRY UTILITIES MISC.**					
66	ELECTRIC: DIG, LAY CONDUIT, BACKFILL	LF	850	$14.00	/LF	$11,900
67	ELECTRIC: REMOVE EX. POWER POLE & OVERHEAD POWER LINE	LS	1		/LS	NIC
68	ELECTRIC: RE-ROUTE POWER FOR LOT 10 UNDERGROUND	LS	1		/LS	NIC
69	IMPORT TRENCH BACKFILL (@ 2 TONS/CY)	TON	1	$17.00	/TON	$17
	SUBTOTAL:					$11,917

STREET IMPROVEMENTS	$189,348
STORM DRAINAGE IMPROVEMENTS	$28,346
CULINARY WATER IMPROVEMENTS	$62,686
SEWER SYSTEM IMPROVEMENTS	$50,796
SECONDARY WATER IMPROVEMENTS	$37,700
SWPPP	$5,085
DRY UTILITIES	$11,917
SUBTOTAL: SITE IMPROVEMENTS:	$385,877
10% CONTINGENCY	$38,588
GRAND TOTAL:	**$424,465**

Rock Art Works LLC
377 W 1700 N
Ogden, UT 84414 US
801-695-0389
rawrockartworks@gmail.com
www.mainlinex.com

Invoice

BILL TO
Mark Green
Greenland Homes, INC
2741 Midland Dr,
Ogden, UT 84401

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
192	04/23/2020	$29,795.00	05/23/2020	Net 30	

P.O. NUMBER
Serenity

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Street Improvements Line Item 2 (8" Scarify)	1	6,194.00	6,194.00
	Street Improvements Line Item 10 (20' access road)	1	2,253.00	2,253.00
	Street Improvements Line Item 14 (Construction Staking/compaction)	1	5,000.00	5,000.00
	Street Improvements Line Item 20 (Eartwork Cut)	1,104	4.00	4,416.00
	Street Improvements Line Item 21 (Earthwork Fill)	454	4.00	1,816.00
	Storm Drain Improvements Line Item 22 (15" RCP) (Partial)	149	29.00	4,321.00
	Storm Drain Improvements Line Item 23 (4" Perf Pipe)	178	5.50	979.00
	Storm Drain Improvements Line Item 24 (Install Bottomless Manhole)	1	3,500.00	3,500.00
	Storm Drain Improvements Line Item 27 (Detention Basin Excavation)	329	4.00	1,316.00
		BALANCE DUE		**$29,795.00**

Pd - 5-12-20

We Specialize in Commercial & Residential Excavation, Including Concrete Flatwork

Rock Art Works LLC
377 W 1700 N
Ogden, UT 84414 US
801-695-0389
rawrockartworks@gmail.com
www.mainlinex.com

Invoice

BILL TO
Mark Green
Greenland Homes, INC
2741 Midland Dr,
Ogden, UT 84401

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
194	05/05/2020	$0.00	06/04/2020	Net 30	

P.O. NUMBER
Serenity

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Sewer Improvements Line Item 47 (8" SDR-35)	438	33.50	14,673.00
	Sewer Improvements Line Item 50 (4' Manholes)	2	3,200.00	6,400.00
	Sewer Improvements Line Item 49 (5' Manhole)	1	3,500.00	3,500.00
	Sewer Improvements Line Item 51 (6 Laterals)	6	900.00	5,400.00
	Sewer Improvements Line Item 50 (4' Manhole billed to city)	1	0.00	0.00
			PAYMENT	29,973.00
			BALANCE DUE	**$0.00**

PAID

Pd - 6-5-20

We Specialize in Commercial & Residential Excavation.

Rock Art Works LLC
377 W 1700 N
Ogden, UT 84414 US
801-695-0389
rawrockartworks@gmail.com

Invoice

ROCK ART WORKS

BILL TO
Mark Green
Greenland Homes, INC
2741 Midland Dr,
Ogden, UT 84401

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
198	06/23/2020	$39,404.87	07/25/2020	Due on receipt	

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Sewer Improvements Line 51 (Sewer Laterals)	2	900.00	1,800.00
	Sewer Improvements Line 49 (2 manholes)	2	3,500.00	7,000.00
	Sewer Improvements Line 47 (8" SDR)	291 ?	33.50	9,748.50
	Culinary Water Improvements 30 A. 370'-8" (EAST TO WEST PV Drive)	370	30.50	11,285.00
	Culinary Water Improvements 60' 8" North to South PV Drive into Subdivision	60 ?	30.50	1,830.00
	Culinary Water Improvements Line 32 (3 Gate Valves)	3	1,000.00	3,000.00
Buttons?	Trench Import Material Sewer Line	1	3,570.00	3,570.00
	Trench Import Material Water Line	1	1,171.37	1,171.37
		BALANCE DUE		$39,404.87

Pd - 7-8-20

Rock Art Works LLC
377 W 1700 N
Ogden, UT 84414 US
801-695-0389
rawrockartworks@gmail.com

Invoice

ROCK ART WORKS

BILL TO
Mark Green
Greenland Homes, INC
2741 Midland Dr,
Ogden, UT 84401

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
202	07/27/2020	$70,616.10	08/01/2020	Due on receipt	

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Storm Drain Improvements Line Item 22 (15" RCP)	170	29.00	4,930.00
	Street Improvements Line Item 19	80	26.87	2,149.60
	Storm Drain Improvements Line Item 25 Install pond outlet control structure	1	7,500.00	7,500.00
	Change Order Line Item 25a (Install 8.5' deep transition box)	1	2,800.00	2,800.00
	Storm Drain Improvements Line Item 26A (Curb Inlet box)	1	2,800.00	2,800.00
	Culinary Water Improvements Line Item 30 (Culinary water main)	474	26.50	12,561.00
	Culinary Water Improvements Line Item 30B (Change Order Sleeving water and sewer lines because utilities were too close.)	1	1,200.00	1,200.00
	Culinary Water Improvements Line Item 31 (Hydrants)	2	3,300.00	6,600.00
	Culinary Water Improvements Line Item 35 (Water Laterals)	8	1,500.00	12,000.00
	Culinary Water Improvements Line Item 36 (Thrust Blocking)	1	800.00	800.00
	Culinary Water Improvements Line Item 38	1	250.00	250.00
	Culinary Water Improvements Line Item 39	1	1,500.00	1,500.00
	Sewer Improvements Line Item 46	1	1,500.00	1,500.00
	Secondary Water/ Irrigation Improvements Line Item 54	462	20.00	9,240.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Secondary Water/ Irrigation Improvements Line Item 55	3	1,600.00	4,800.00
	Secondary Water/ Irrigation Improvements Line Item 56	2	800.00	1,600.00
	Secondary Water/ Irrigation Improvements LIne Item 58	1	800.00	800.00
	Secondary Water/ Irrigation Improvements Line Item 59	1	500.00	500.00
	Sewer Improvements Line Item 47(Over bill for sewer Don't forget to take the 5% Back)	87	-33.50	-2,914.50
		BALANCE DUE		**$70,616.10**

Pd-8-4-20

Wire Transfer Services

Outgoing Wire Transfer Request

WELLS FARGO

Today's Date:			Wells Fargo Reference Number:
08/04/2020			FW0002709217155306
Banker Name:			**Officer/Portfolio Number:**
EVAN MORENO			B5623
Banker Phone:	**Branch Number:**	**Banker AU:**	**Banker MAC:**
801/626-9575	02788	0002709	U1322-011

Outgoing wires can only be sent for Wells Fargo customers. Provide the Customer Copy to the customer ensuring you give them the Wire Transfer Agreement on pages 3 and 4. Note: Wells Fargo Wire Transfer Services will route wires based on correspondent banking relationships. See the Wire Transfer Information for explanations of the Mexican CLABE number, the SWIFT BIC, the International Routing Code ("IRC"), Indian Financial System Code (IFSC) and the International Bank Account Number ("IBAN").

Originator's Information

Originator Name:			Street Address:	
MARK GREEN			2741 MIDLAND DR	
Primary ID Type:	**Primary ID Description:**		**Address Line 2:**	
DLIC	004265856			
Primary ID St/Ctry/Prov:	**Primary ID Issue Date:**	**Primary ID Expiration Date:**	**Address Line 3:**	
UT	04/14/2016	06/21/2021		
Secondary ID Type:	**Secondary ID Description:**		**City:**	**State:**
OTHR CC	WF VISA 0256		OGDEN	UT
Secondary ID State/Country:	**Secondary ID Issue Date:**	**Secondary ID Expiration Date:**	**ZIP/Postal Code:**	**Country:**
		11/30/2020	84401-3305	US
Account Name:			**Home Phone:**	**Business Phone:**
GREENLAND HOMES, INC.				801/540-4410

Wire Amount and Source of Funds

Create AU:	Amount (US Dollars):	Debit Wells Fargo Account:	Bank/COID:
0002709	$238,200.00	9834469455	00119

Beneficiary/Recipient Information (This is the ultimate recipient of the wire transfer funds)

Beneficiary/Recipient Name:	Name/Address Line 1:
Metro National Title	
Beneficiary Account Number/IBAN (Foreign)/CLABE (Mexico):	**Name/Address Line 2:**
410024988	
Purpose of Funds:	**Name/Address Line 3:**
Serenity Escrow file number 72864	Farmington, UT, US
	Beneficiary Phone Number:
Additional Instructions:	

Customer Copy

Beneficiary Bank (This is the financial institution where the beneficiary maintains their account.)

ABA/RTN	SWIFT/BIC:	Beneficiary Bank Name:
107006428		FORTIS PRIVATE BANK

Beneficiary Bank Address:	City:	State:
	DENVER	CO

Additional Instructions:

Wire Fees

Wells Fargo wire transfer fees will be charged to the Originator's Debit Account. Wells Fargo Wire Transfer Fees are disclosed in your most recent Fee and Information Schedule and related amendments and, if applicable, on the Wells Fargo Combined Disclosure for Outgoing Consumer International Wires. Additional fees from intermediary and beneficiary banks may be charged to international transactions. My signature here indicates agreement to all of the information on this Outgoing Wire Transfer Request and to the terms and conditions of this request. Wells Fargo is authorized to rely on the information on this Request in making the requested funds transfer.

Customer Signature

Originator Name

MARK GREEN

Originator Signature



☐ Submit manually
☐ Signature not required

Date: 08/04/2020

Customer Copy

Agreement For Outgoing Wire Transfer Requests ("Wire Transfer Agreement")

Responsibility of Wells Fargo. The wire transfer described in the Outgoing Wire Transfer Request (Page 1) ("Order") may be sent by wire telegraph, telephone, cable or whatever other transmission method Wells Fargo considers to be reasonable. The wire transfer may be transmitted directly to the Beneficiary Bank (the financial institution designated in the Request as the Beneficiary Bank), or indirectly to the Beneficiary Bank through another bank, government agency, or other third party that Wells Fargo considers to be reasonable. Wells Fargo may utilize any funds transfer system or intermediary bank reasonably selected by Wells Fargo, even if its selection differs from instructions in the request.

Agent. Wells Fargo may use agents of its choice to perform any of its obligations.

Limitation of Liability. Wells Fargo will not be liable for any loss or damage due to the failure, delay, or error of: (1) the method of transmission selected by Wells Fargo, (2) a third party selected by Wells Fargo to receive the Order, or (3) the Beneficiary Bank. IN NO EVENT WILL WELLS FARGO BE LIABLE FOR DAMAGES ARISING DIRECTLY OR INDIRECTLY IF THE ORDER IS EXECUTED BY WELLS FARGO IN GOOD FAITH AND IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. REGARDLESS OF THE FORM OR NATURE OF ANY CLAIM OR ACTION, IN NO EVENT WILL WELLS FARGO BE LIABLE FOR PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT WELLS FARGO SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Reliance on Information Provided. You acknowledge that you are responsible for providing Wells Fargo with all information required by the Beneficiary's bank, including the reason for payment, if required. Sending wires without the required information can cause the wire to be delayed, returned, or assessed additional fees. If a wire transfer request describes the person to receive the wire transfer ("Beneficiary") inconsistently by name and account number, the wire transfer may be made on the basis of the account number even if the account number identifies a person different from the Beneficiary. If a wire transfer request describes a financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution.

International Wire Transfers. A Payment Order expressed in U.S. Dollars will be sent in U.S. Dollars. Company may request that prior to executing a Payment Order, Wells Fargo convert the amount to be transferred from U.S. Dollars to the currency of a designated foreign government or intergovernmental organization ("Foreign Currency"). Wells Fargo makes money when it converts one currency to another currency for you. The exchange rate provided to you is set by Wells Fargo in its sole discretion, and it includes a markup over Wells Fargo's cost of sourcing the relevant currency or currencies. The markup may be based on several factors, including without limitation costs incurred, market risks, services rendered, the client relationship, the transaction and our desired return.

The exchange rate Wells Fargo provides to you may be different from exchange rates you see online, in publications, at other banks or other foreign exchange providers. Also, different customers may receive different exchange rates for transactions that are the same or similar. The exchange rate may depend on the type of transaction being conducted, the dollar amount, type of currency, the date and time of the exchange and/or the factors noted above. The foreign exchange market is dynamic, so exchange rates can change rapidly. If you delay executing a transaction, the exchange rate may change and could even be significantly different. Wells Fargo reserves the right to refuse to process any request for a foreign exchange transaction. Wells Fargo will not be liable for any failure or delay by any financial institution or other third party in the designated foreign country in executing or failing to execute any Payment Order Wells Fargo transmits to a foreign country.

Refund. If the Beneficiary Bank does not pay the Beneficiary specified on the Order, a refund will be made only after Wells Fargo has received confirmation of the effective cancellation of the Order and Wells Fargo is in free possession of the funds debited or earmarked in connection with the Order. If the transaction is in Foreign Currency, Wells Fargo will not be liable to you for a sum in excess of the value of the Order after it has been converted back to U.S. Dollars at the exchange rate applied by Wells Fargo at the time the cancellation of the Order is confirmed by Wells Fargo.

Failure to Transfer Proper Amount. If Wells Fargo is notified that it did not transfer the full amount stated in the Request, Wells Fargo's sole liability will be to promptly execute a second Payment Order in the amount of the stated deficiency. If Wells Fargo executes an instruction in excess of the amount stated in the Request, to the extent that the originator does not receive the benefit of the Order, Wells Fargo will only be liable for any loss of the principal amount transferred in excess of the amount stated in the Request instructions. Additionally, Wells Fargo will be liable for the amount of interest the originator has lost due to the transfer of the excess amount, computed at the then current Federal Funds rate. However, Wells Fargo's liability for loss of interest shall be limited to twenty (20) calendar day's interest. This section sets forth Wells Fargo's complete liability for the order issued under this agreement.

Finality of orders. The order will be final and will not be subject to stop payment or recall, except that Wells Fargo may, at the originator's request, make an effort to effect such stop payment or recall. In such case, Wells Fargo will incur no liability for its failure or inability to do so.

Fees. In addition to the outgoing wire transfer fee, additional fees may apply. Additional fees can include, but are not limited to: an additional fee for bank initiated transactions, amendment fees, statement fees, fees assessed by beneficiary and intermediary banks, etc. On international outgoing wires, if a SWIFT BIC, IRC, IBAN, or CLABE number is not provided the foreign banks may return the wire or assess a surcharge. Wells Fargo Wire Transfer Fees are disclosed in your most recent Fee and Information Schedule and related amendments.

Acts of God. Wells Fargo is excused for delays or failure to execute the Order to the extent that the delay or failure results from a cause beyond the reasonable control of Wells Fargo.

Wire Transfer Information

General Information: You can NOT have a bank as the final beneficiary, unless the wire is a payment to Wells Fargo (i.e.: mortgage, auto loan, etc,). We are required to know who the money is going to, to ensure the funds are not being used to support terrorist or drug activity. We need an account number for the beneficiary OR a complete physical address. No PO Boxes may be used when no account number is provided for the Beneficiary.

International Wires: Wires going to foreign countries require different numbers depending on the receiving foreign country. All wire transfer payments destined for Europe should include the SWIFT Bank Identifier Code (SWIFT BIC), International Routing Code (IRC) as applicable, and for participating countries the beneficiary's International Bank Account Number (IBAN). Mexican banks may require a CLABE number in addition to the SWIFT BIC.

1. **SWIFT** Bank Identifier Code (SWIFT BIC). The 8 or 11 character SWIFT BIC is a unique series of alpha numeric characters that help to identify a specific financial institution. The SWIFT BIC should be obtained from the beneficiary. To ensure timely delivery please be sure that International Outgoing wires include the SWIFT BIC where applicable.
2. **International Routing Code (IRC):** Some countries throughout the international banking community have created international routing codes, which are used in combination with the SWIFT BIC to aid in routing the payment through a main office to a branch. Each country has a specific name for their routing code (i.e., Sort Code in the United Kingdom, Canadian Payments Association Routing Numbers in Canada). Your beneficiary must provide the international routing code to facilitate receipt of an international payment. Sending a wire without the IRC number can delay the wire, or the receiving bank may return the wire when this number is not included in the payment instructions, and additional fees may be assessed.
3. **International Bank Account Number (IBAN):** The IBAN varies by country/institution. Warning! Only the bank servicing an account can provide the correct IBAN of that account and must be obtained from the beneficiary. Sending a wire to a participating country without the IBAN can delay the wire, or the receiving bank may return the wire when the IBAN is not included in the payment instructions, and additional fees may be assessed.

Customer Copy

Participating Countries that require an IBAN:

For participating IBAN countries and their requirements, please search for the "IBAN REGISTRY" at swift.com. Once located, search the Table of Contents for the appropriate country, and locate the country-specific requirements.

4. **Indian Financial System Code (IFSC):** Every Indian bank has a unique eleven (11) character alpha numeric code identifying the bank branch to receive the wire transfer. To ensure timely delivery, please be sure that international outgoing wires include the IFSC where applicable.
5. **Mexico CLABE Account Number:** Mexican banks may require an 18 digit CLABE account number be added to the Beneficiary instructions to ensure payment. The CLABE number may be required on Mexican Peso (MXN) and USD payments sent to Mexico. The CLABE account number must be obtained from the beneficiary. Wells Fargo does not provide or calculate the CLABE. Sending a wire without a CLABE account number can delay the wire, or the receiving bank may return the wire if the CLABE is not included in the payment instructions, and additional fees may be assessed.
6. **Wells Fargo recommends** that if you do not have a SWIFT BIC, IBAN, IRC, IFSC or Mexican CLABE number, that you contact the beneficiary of the wire. If the beneficiary does not have the needed information, please have the beneficiary contact their bank to obtain the appropriate information. Sending International wires without the required information can cause the wire to be delayed, returned, or assessed additional fees. For International outgoing wires only: When sending in foreign currency, please ensure the beneficiary's account accepts the designated foreign currency.

Customer Copy