

When recorded, please return to:

Laurie Hellstrom, City Recorder
Pleasant View City
520 Elberta Dr.
Pleasant View, Utah 84414

DEVELOPMENT AGREEMENT For Budge Farms Subdivision

This Development Agreement ("Agreement") regarding Budge Farms Subdivision ("Project," as depicted in Exhibit A) is made and entered into this ____ day of _____, 2021 ("Effective Date") by and between Pleasant View City, a municipal corporation of the State of Utah ("City"), and Nilson Land Development LLC of South Ogden, Utah ("Developer"). City and Developer may be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS this Agreement is intended to specify the conditions under which the Project will be completed and the roles of the Parties;

WHEREAS Developer will complete the installation of certain public improvements which provide access, infrastructure, and municipal services to the Project area ("Project Improvements");

WHEREAS one or more of the City's Impact Fee Facilities Plans identify infrastructure sizing greater than the minimum required to serve Project;

WHEREAS City's Municipal Code allows City to enter into an agreement with developers for upsizing of utilities;

WHEREAS the City deems it advantageous to have the City's street light conduits and related infrastructure installed during the construction of the Project Improvements;

WHEREAS City's Municipal Code allows City to enter into an agreement with developers for offsite improvements and upsizing of utilities;

WHEREAS City desires certain modifications to be made to adjacent infrastructure ("Offsite Improvements");

WHEREAS Developer is agreeable to constructing such improvements with reimbursement from City ("Reimbursable Improvements");

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms as more fully set forth below, Developer and City hereby agree as follows:

AGREEMENT

1. **Property Affected by this Agreement.** The description of the Project property is attached and specifically described in Exhibit A. No additional property may be added to this description for purposes of this Agreement except by written amendment to this Agreement executed and approved by the Parties hereto.

2. **Uses and Requirements.** All uses shall be in accordance with Pleasant View City Ordinances and the additional requirements as found herein. Such uses include single family residential houses, of various sizes and shapes, and normal attendant accessory uses and buildings.

3. **Subdivision Development.**

3.1. City Approvals. Normal City approval process shall apply in accordance with Pleasant View City Ordinances.

3.2. Subdivision Design. Project has received an overall preliminary approval for general lot and street layout. Project's construction drawings and calculations in accordance with the Pleasant View City *Development, Design, and Construction Standards*, current edition at the time of such preliminary plat application, have been approved.

4. **Developer's Obligations.**

4.1. Reimbursable Improvements. In addition to the Project Improvements, Developer shall construct and install or cause to be constructed and installed the Reimbursable Improvements, as shown in the attached Exhibit B, generally described as:

4.1.1. Install approximately 455 linear feet of 2-inch poly water line along Budge Lane, four (4) 1-inch water services, 1-inch poly service line, and related appurtenances and repairs to replace water services to parcel numbers: 19-014-0026, 19-04-0028, 19-014-0059, and 19-014-0029;

4.1.2. Construct secondary water line, curb, gutter, sidewalk, and pavement through the City-acquired right-of-way on parcel 19-013-0090 and the dedicated City right-of-way in Cody Craven Subdivision, Lot 1; and

4.1.3. Furnish and install street light conduit and appurtenances in preparation for future street light installation by others.

See paragraph 6 for reimbursement payment description.

4.2. "In lieu of" Improvements. Developer acknowledges that a culinary water pressure zone boundary exists at the location of the water system connection on 1500 West. Typically, the developer would be required to install a City standard pressure reducing valve station, complete with vault and appurtenances ("PRV"). In lieu of this PRV, City agrees to forego the PRV in return

for the Developer installing the following improvements, at his or her sole cost, as shown on the approved construction drawings:

- 4.2.1. Install approximately 88 linear feet of new 10-inch water line in dedicated City right-of-way in Cody Craven Subdivision, Lot 1;
- 4.2.2. Install 126 linear feet of new 10-inch water line in City-acquired right-of-way on parcel 19-013-0090;
- 4.2.3. Upsize water line within Project from 8-inch to 10-inch on Mountain Orchard Drive from 1500 West to boundary of the subdivision;
- 4.2.4. Install 40 linear feet of new 10-inch water line on 1500 West from Mountain Orchard Drive towards the northeast; and
- 4.2.5. Install a normally closed valve at the pressure zone boundary.

5. **Construction Cost.** Parties agree to the unit prices and approximate quantities associated with the Reimbursable Improvements as shown in the Construction Cost Estimate, as shown in the attached Exhibit C, and agree that the final cost will be determined by the City-verified as-constructed quantities and the previously agreed upon unit prices ("Construction Cost").

6. **Reimbursement Payments.** Within sixty (60) days of completion of the Reimbursable Improvements, City shall pay Developer the Construction Cost. No reimbursement shall be due to Developer until the Reimbursable Improvements have been fully installed, inspected, and approved by the City.

7. **Default.**

7.1. An "Event of Default" shall occur under the Agreement if any Party fails to perform its obligations hereunder where those obligations are due, and the defaulting Party has not performed the delinquent obligations within 30 days following delivery of written notice of such delinquency ("Notice of Default") to the delinquent Party. Notwithstanding the foregoing, if the default cannot be reasonably cured within that 30-day period, a Party shall not be in default so long as that Party commences to cure the default within that 30-day period and diligently continues such cure in good faith until complete.

7.2. 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.

8. **Remedies.** Upon the occurrence of an Event of Default, the non-defaulting Party shall have the right to exercise all of the following rights and remedies:

8.1. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages.

8.2. The right to withhold reasonably related approvals, licenses, permits, or other rights associated with the Project or any development described in this Agreement until such default has been cured.

8.3. The right to draw upon any security posted or provided in connection with the Project.

9. **Notice and Cure.** Once an Event of Default has occurred, the noticing Party shall have the right to cure the default and seek reimbursement from the defaulting Party for the costs incurred in effecting such cure. Notwithstanding any provision herein to the contrary, the defaulting Party shall reimburse the curing Party for such costs of curing a default within 15 days following delivery to the defaulting Party of a written notice of such costs along with reasonable support documentation.

10. **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.

11. **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.

12. **Agreement to Run With the Land.** This Agreement shall be recorded in the office of the Weber County Recorder against the properties in the Project and shall run with the land and be binding on all successors in the ownership of any portion of the Project.

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: Bryan Bayles
Nilson Land Development LLC
5617 South 1475 East
South Ogden, UT 84403
bbayles@nilsonhomes.com

For City: Amy Mabey, City Administrator
Pleasant View City
520 W. Elberta Dr.
Pleasant View, UT 84414
amabey@pleasantviewcity.com

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 enumerated as follows:

- 15.1. Exhibit A – Property Description
- 15.2. Exhibit B – Reimbursable Improvements
- 15.3. Exhibit C – Construction Cost 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 DEVELOPER

Bryan Bayles, Assistant Controller

STATE OF UTAH)
 §
COUNTY OF _____)

On this ____ day of _____, in the year _____, before me _____ (notary public name) a notary public, personally appeared _____ (name of document signer), proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged he/she/they executed the same..

Witness my hand and official seal.

Notary Public signature

(Printed Name)

(seal)

FOR PLEASANT VIEW CITY

By: Leonard Call

Its: Mayor

Attest:

City Recorder

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B
REIMBURSABLE IMPROVEMENTS

EXHIBIT C
CONSTRUCTION COST ESTIMATE

EXHIBIT C
PLEASANT VIEW CITY / NILSON HOMES DEVELOPMENT AGREEMENT
BUDGE FARMS SUBDIVISION
REIMBURSEMENT COST ESTIMATE

ITEM NO.	LINE ITEM DESCRIPTION	Qty	Unit	UNIT PRICE	TOTAL
Replacement water services to existing homes					
1	2" Poly water line	455	lf	\$ 14.75	\$ 6,711.25
2	2" maingard blowoff	1	ea	2,525.00	2,525.00
3	1" Water service	4	ea	1,325.00	5,300.00
4	1" Poly water service line	425	lf	12.50	5,312.50
5	Connect to existing water meter	4	ea	600.00	2,400.00
6	Asphalt driveway repair (3" HMA on 6" UTBC)	18	lf	78.50	1,413.00
7	Gravel/dirt driveway repair (6" UTBC)	640	lf	3.00	1,920.00
				Subtotal	\$ 25,581.75
Mountain Orchard Road Construction (Steven Craven Road Dedication)					
8	5' wide concrete sidewalk (including UTBC)	250	lf	\$ 38.25	\$ 9,562.50
9	Curb and gutter (including UTBC)	250	lf	21.25	5,312.50
10	8" granular borrow including final grading	5,000	sf	0.93	4,650.00
11	5" untreated base course	5,000	sf	0.80	4,000.00
12	3" City Standard hot mix asphalt	5,000	sf	1.48	7,400.00
13	8" secondary water line	125	lf	22.50	2,812.50
14	Import for secondary water line trench	59	ton	12.50	734.38
15	Connect to existing 8" water line	1	ea	2,250.00	2,250.00
				Subtotal	\$ 36,721.88
Mountain Orchard Road Construction (Cody Craven Subdivision)					
16	5' wide concrete sidewalk (including UTBC)	244	lf	\$ 38.25	\$ 9,333.00
17	Curb and gutter (including UTBC)	244	lf	21.25	5,185.00
18	8" granular borrow including final grading	4,880	sf	0.93	4,538.40
19	5" untreated base course	4,880	sf	0.80	3,904.00
20	3" City Standard hot mix asphalt	4,880	sf	1.48	7,222.40
21	Connect to existing 10" water line	1	ea	4,150.00	4,150.00
				Subtotal	\$ 34,332.80
Street Light Conduit Installation (for 6 street lights)					
22	Furnish and install 2" PVC electrical conduit (complete with sweeps and marking tape)	720	lf	\$ 10.25	\$ 7,380.00
23	Furnish and install point of disconnect, junction, or splice box (Carson 1324 or equal)	12	ea	180.00	2,160.00
				Subtotal	\$ 9,540.00
				REIMBURSEMENT TOTAL	\$ 106,176.43



City Council Staff Report

Budge Farm Phase 1 Final Subdivision July 27, 2021

BASIC INFORMATION

Applicant:	Mike Flood
Owner:	Budge Farms Community LLC
Acreage:	14.14
Lots:	30 Lots
Location:	1500 W between Pleasant View Dr & Hwy 89 Parcels 19-014-0061, 19-014-0010 & 19-014-0066
Current Zoning District:	RE – 15

RECOMMENDATION

Staff recommends **approval**.

Compliant

ANALYSIS

17.08 - FINAL SUBDIVISION APPLICATION AND APPROVAL

17.08.010 Intent: It is the intent of this Ordinance that the City Council shall review all Final Subdivision Applications. The Council shall assure compliance with all applicable requirements of this title, applicable city ordinances, and any conditions imposed by the Council for preliminary subdivision approval prior to any approvals. (Ord.2008-5, dated 4/8/08)

17.08.020 Requirements for Final Subdivision Applications: All Final Subdivision Applications shall provide the following information;

1. Application. A Final Subdivision Application, provided by the City, completed and signed by the owner(s) as identified on the property assessment rolls of Weber County, or authorized agent of the owner(s), of the lands proposed to be subdivided. The Final Subdivision Application shall be accompanied by the application fees, those items found on the check list provided with the application, and documents and items as found herein.

Completed 7/19/2021

2. Final Subdivision Plat. The applicant shall submit a final subdivision plat, prepared by a licensed land surveyor, conforming to current surveying practice and in a form acceptable to the Weber County Recorder for recordation together with plans as required herein. The final subdivision plat shall be prepared in

permanent ink and all sheets shall be numbered. All required certificates shall appear on a single sheet (along with the index and vicinity maps). A minimum of one (1) 11x17 size, five (5) 24x36 size paper copies, and a digital copy in a format acceptable to the City Engineer shall be required. The final subdivision plans shall include any revisions or additions, as required by the City Council, as part of preliminary subdivision approval. The final subdivision plat shall show the following:

- a. Notation of any self-imposed restrictions, including proposed final restrictive covenants, and all other restrictions as required by the City Council in accordance with this Ordinance, signature lines for all owners of interest and the acknowledgment of a public notary.
- b. Endorsement lines on the final plat by every person having a security interest in the subdivision property subordinating their liens to all covenants, servitudes and easements imposed on the property.
- c. The location of all monuments erected, corners, and other points established in the field. The material of which the monuments, corners, or other points are made shall be noted. Bearings shall be shown to the nearest second; lengths to the nearest hundredth of a foot; areas to the nearest hundredth acre.
- d. The owner's certificate of dedication(s) including the dedication of any public ways or spaces. The owner's certificate shall include a reference to any covenants that may be declared and blanks where the County Recorder may enter the book and page number of their recording.
- e. A legal description of the subdivision boundaries.
- f. Signature blocks prepared for the dated signatures of the Land Use Authority, Planning Department, and City Engineer, in a form acceptable to the city.

Send Electronically – Completed

3. Title Report. A Title Report, no older than 30 days, shall be provided.

Completed – verified on abstract

4. Tax Clearance. A tax clearance from the Weber County Treasurer indicating that all taxes, interest and penalties owing for the property have been paid.

Completed

5. Final design and construction drawings for all proposed or required public improvements, prepared as required by the City Engineer and designed as required by the City, including the profiles and cross sections of all existing and proposed streets, all storm drainage and flood control facilities, the elevations and location of fire hydrants, required culinary and secondary water facilities, sanitary sewer facilities, land drain facilities, storm water pollution prevention plans, and all other provided and required public facilities and improvements. A minimum of one (1) 11x17 size and five (5) 24x36 size paper copies, and a digital copy in a format acceptable to the City Engineer shall be required. One approved, two sets of mylar copies and a digital copy shall be supplied to the city engineer.

Pending Approval from City Council on Agreement

6. Other agencies. It shall be the responsibility of the applicant(s) to provide the necessary information and materials as required by other agencies including but not limited to the following:

a. Fire Protection. A letter shall be provided by the developer from the Fire Department to the city of any requirements relating to fire protection. The applicant is responsible to provide information for fire protection capacity analysis and to include on plats and special requirements from such analysis.

b. Special Service District or Special Service Area. If the proposed subdivision is located within the boundaries of a Special Service District or a Special Service Area, a letter shall be provided from the governing board acknowledging the proposed subdivision, which letter may identify any potential impacts resulting from the proposed subdivision.

c. UDOT. If the subdivision will be accessed from a State Highway, proof of preliminary application for an appropriate access permit from the State of Utah Department of Transportation, shall be provided with the application materials.

d. The applicant shall be responsible for any fees charged by such agencies.

Completed

7. Other Final Subdivision Application Information and Materials. The following information is required to be presented as part of the Final Subdivision Application:

a. Any proposed or required bonds and agreements.

b. Copies of CCR's and any other project specific document, signed by the applicant. (The final mylar plat and all relevant documents must be reviewed and approved by appropriate city staff before final signatures and attests are added for recording purposes).

c. Proof of inclusion in a secondary water district and the payment of all required fees or proof of ability to provide permanent secondary water in a system acceptable to the city. (Ord.2008-5, dated 4/8/08)

Completed

17.08.030 Final Subdivision Approval Procedures:

1. The review and approval procedures of the City for the consideration of a Final Subdivision Application are identified in Attachment 4. The procedures to determine a complete application are identified by Attachment 3.

2. After a Final Subdivision Application and accompanying documents has received a final review and approval by the Development Review Committee, the application shall be placed on a regular agenda of the City Council for review and action. Once the Council has approved the plat and documents, and any required changes have been made to the plat and documents, the applicant shall submit a final subdivision plat drawn on reproducible mylar complete with owner signatures, dedications and acknowledgements as required herein for receipt of signatures from required City Officials. All required documents, with appropriate signatures and notarizations, shall also be submitted. The final subdivision plat and appropriate documents shall then be signed by appropriate city staff and officials, and be presented for recordation in the Office of the Weber County Recorder.

3. Except as found otherwise in this title, the City Council of Pleasant View City is identified and authorized as the approval authority for Final Subdivision Applications, assuring compliance with all applicable requirements of this Ordinance. The Council may approve the Final Subdivision Application or deny the Final Subdivision Application, accompanied by findings of fact. (Ord.2008-5, dated 4/8/08)

17.08.040 Nature and Effective Period of Final Subdivision Approval:

1. The approval of a Final Subdivision Application shall be effective for a period of one (1) year from the date the final subdivision is approved by the City, at the end of which time the final subdivision plat shall have been recorded in the Office of the Weber County Recorder. If the approved final subdivision plat is not recorded within the one (1) year period of date of approval the final subdivision approval shall be void, and the applicant(s) shall be required to submit a new preliminary subdivision application and fees, subject to the then existing preliminary subdivision application provisions of this Ordinance and all other applicable City, State and Federal requirements. For developments designed to be done in phases, each phase must meet the above requirements (receipt of application within one year of prior phase approvals). (Ord.2008-5, dated 4/8/08)

2. The City Council, for cause and under circumstances as determined appropriate by the Council, may extend the effective approval period in one year or less increments upon request by the applicant. Pursuant to *Chapter 18.70 Adequacy Public Facilities*, a new positive (or conditional) adequacy determination must be obtained and adopted by Council prior to approval of an extension. Otherwise, an extension cannot be granted. (Ord.2014-6, dated 7/22/14 prior code: Ord.2009-5, dated 5/12/09)

17.08.050 Recordation of Final Subdivision Plats: The City Planner, or City designee, shall take all appropriate Final Subdivision Application documents including the signed final plat to the Office of the Weber County Recorder for recordation. The Applicant(s) is required to pay all fees, including copies, for the recording of all final subdivision documents and final plats. (Ord.2008-5, dated 4/8/08)

STAFF CONTACT

Jill Hunt
jhunt@pleasantviewcity.com
801-782-8529 Ext: 466

ATTACHMENTS

- 1) Vicinity Map
- 2) Picture of project
- 3) Escrow Agreement

ATTACHMENT 1) Vicinity Map



[illegible]

Budge Farms Ph. 1 Final - C.C. - July 27, 2021

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

ESCROW AGREEMENT

For Budge Farm Subdivision

This Escrow Agreement ("Agreement") is made this 12, day of July, 20 21 ("Effective Date"), by and between Pleasant View City, a municipal corporation of the State of Utah ("City"), and Budge Farm Community LLC, of Ogden, Utah ("Developer"), and Cache Valley Bank, of Layton, 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 Budge Farm Subdivision ("Project"). Exhibit A delineates the subdivision area and is attached as Exhibit A. Project contains Weber County Parcel number(s): 19-014-0010, 19-014-0061, & 19-014-0066; and

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.** Cache Valley Bank 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. 63279256 the sum of \$ 1,747,225.98, which is the amount of money equal to

115% 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 \$ 195,879.63, 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:	<u>Mike Flood</u>	Name
	<u>Budge Farms Community, LLC</u>	Company Name
	<u>5617 S 1475 E</u>	Address
	<u>Ogden, UT 84403</u>	City, state, zip
	<u>Mike.flood@nilsonld.com</u>	email

For City: Amy Mabey, City Administrator
Pleasant View City
520 W. Elberta Dr.
Pleasant View, UT 84414
amabey@pleasantviewcity.com

For Escrow Agent: Bruce Jensen Name
Cache Valley Bank Company Name
1333 N Hill Field Rd Address
Layton, UT 84041 City, state, zip
cssewell@cvbank.net 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

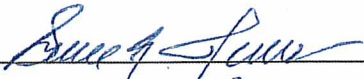
15.2. Exhibit B – Engineer's Estimate

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) Bruce G. JENSEN
Its: (title) VP

FOR DEVELOPER


By: (Print name) Steve Bingham
Its: (title) President

FOR PLEASANT VIEW CITY

By: (name) _____
Its: Mayor

Attest: _____
City Recorder

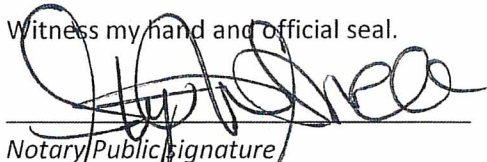
Approved as to Form: _____
City Attorney

ACKNOWLEDGMENT OF ESCROW AGENT

STATE OF UTAH }
 §
COUNTY OF DAVIS }

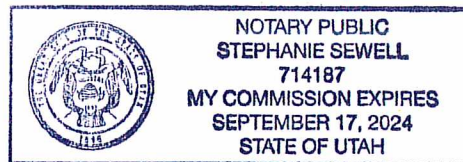
On the 16 day of July, 2021, personally appeared before me _____
Bruce G Jensen, who being by me duly sworn did say that he/she is the _____
VP of Cache Valley Bank, a corporation, and Escrow
Agent named in the foregoing Escrow Agreement, and that the Escrow Agreement is signed on behalf of
said corporation by his/her signature under authority of its Board of Directors, and said Bruce G Jensen
_____ acknowledged to me that the said corporation executed the same and Escrow
acknowledges that there is on deposit at Cache Valley Bank a sum of money in the
amount of \$ 1,747,225.98 pursuant to the terms of the Escrow Agreement.

Witness my hand and official seal.



Notary Public signature
Stephanie Sewell

(Printed Name)



(seal)

ACKNOWLEDGMENT OF DEVELOPER

STATE OF UTAH }
 §
COUNTY OF Wobor }

On the 12th day of July, 2021, personally appeared before me _____
Steve Bingham, who being by me duly sworn, did say that he/she is the _____
Owner of Budge Farms Community 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 Steve Bingham acknowledged to me that said
corporation executed the same.

Witness my hand and official seal.

Heidi McCulloch
Notary Public signature

Heidi McCulloch
(Printed Name)

(seal)



EXHIBIT A
SUBDIVISION AREA

Budge Farms Subdivision

Pleasant View, Weber County Utah
A Part of the Southwest Quarter of Section 24,
Township 7 North, Range 2 West, S.L.B.A.M.

SCHEIDT
Drawing file: 17-124 VIS PLANS
JOB NUMBER: 17-124

HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
538 North Main Street, Brigham, Utah 84302
Visit us at www.hoia.net
Brigham City
Utah 84302-4001 (801) 733-4000 (435) 732-6272
Certifying 60 Years of Business

No.	Date	By	Revision
1.	06/20/2018	WJL	REVIEW DRAWINGS FOR CITY WATER COMUNITIES.
2.	10/10/2020	WJL	REVIEW DRAWINGS FOR CITY WATER COMUNITIES.
3.	11/08/2020	WJL	REVIEW 2019 W & D CITY WATER COMUNITIES.
4.	02/02/2021	WJL	REVIEW 1000 W COMUNITIES FOR 2021 CITY WATER.
5.	12/21/2020	WJL	REVIEW 1000 CITY COMUNITIES FOR 2021 CITY WATER.
6.	01/26/2021	WJL	REVIEW 1000 CITY COMUNITIES FOR 2021 CITY WATER.

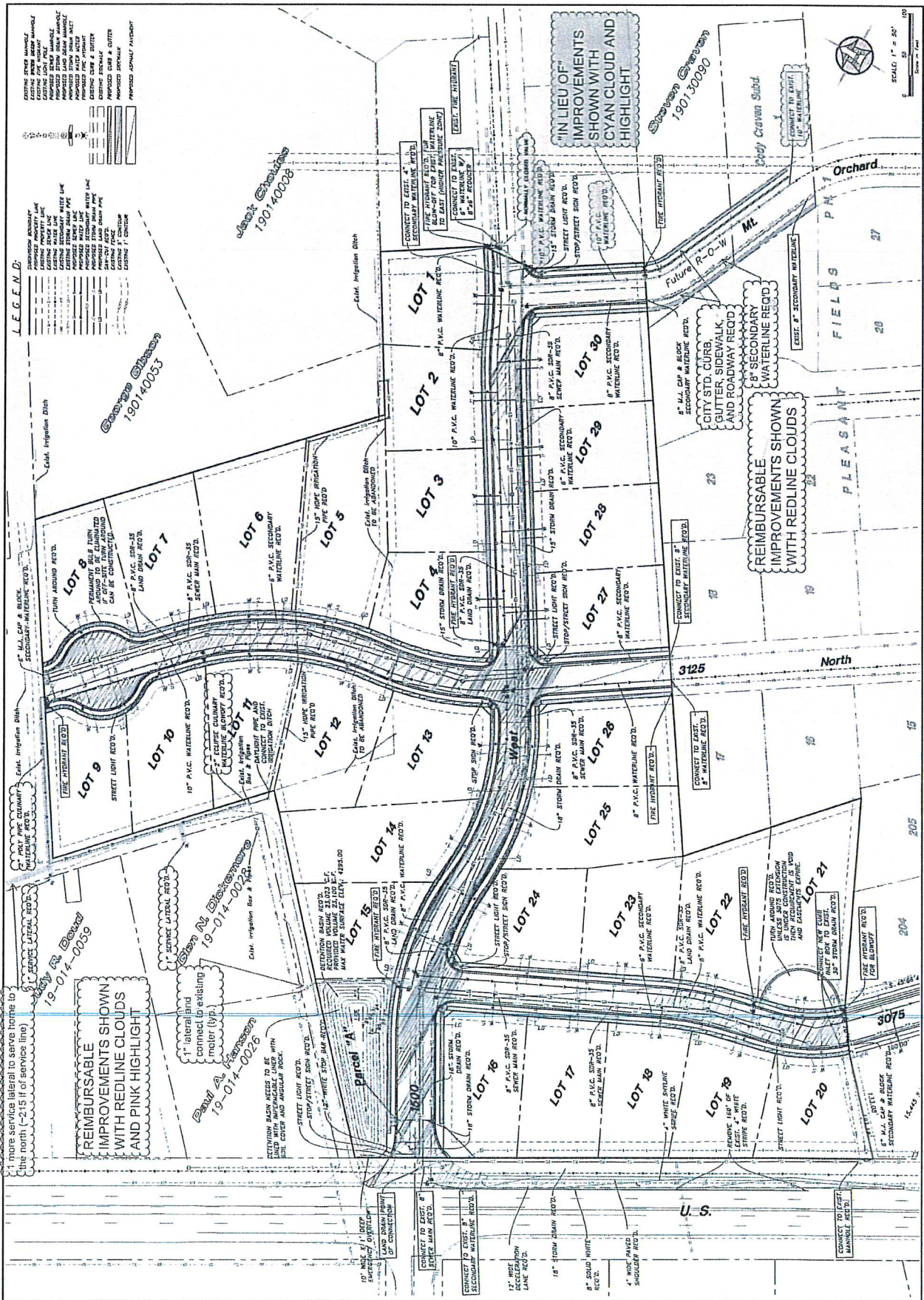


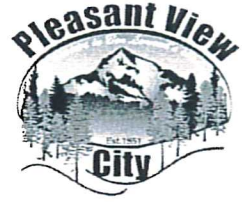
EXHIBIT B

EXHIBIT B
ENGINEER'S ESTIMATE

Budge Farms Subdivision (Phase 1)

JULY 2021

ESCROW SUMMARY



	TOTAL COST FOR IMPROVEMENTS	TOTAL COST REMAINING
CULINARY WATER SUBTOTAL	\$ 236,700.00	\$ 236,700.00
SECONDARY WATER SUBTOTAL	145,332.50	145,332.50
SANITARY SEWER SUBTOTAL	256,538.50	4,455.00
LAND DRAIN SUBTOTAL	205,687.50	4,455.00
STORM DRAIN SUBTOTAL	303,575.00	205,480.00
PRIVATE IRRIGATION SUBTOTAL	27,143.00	27,143.00
SITE & STREET IMPROVEMENTS SUBTOTAL	783,819.75	718,179.75
MISCELLANEOUS SUBTOTAL (Not subject to guarantee)	136,679.85	136,679.85
TOTAL IMPROVEMENTS COST	\$ 2,095,476.10	\$ 1,478,425.10
5% CONTINGENCY	104,773.81	73,921.26
10% GUARANTEE	195,879.63	195,879.63
TOTAL ESCROW AMOUNT		\$ 1,748,225.98



City Engineer Review & Recommendation

Dana Q. Shuler

Dana Q. Shuler, P.E. - Jones & Associates

City Engineer

07/09/2021

Date

Budge Farms Subdivision (Phase 1)

COST ESTIMATE FOR ESCROW SETUP

Nilson Homes

NO.	LINE ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FOR IMPROVEMENTS	QUANTITY COMPLETE	QUANTITY REMAINING	TOTAL COST REMAINING
CULINARY WATER SYSTEM								
1	Furnish and install 10" C-900 DR-18 waterline (includes bedding and testing)	440	l.f.	\$ 28.50	\$ 12,540.00	-	440	\$ 12,540.00
2	Furnish and install 10" gate valve	2	ea.	2,375.00	4,750.00	-	2	4,750.00
3	Furnish and install 8" C-900 DR-18 waterline (includes bedding and testing)	2,260	l.f.	22.50	50,850.00	-	2,260	50,850.00
4	Furnish and install 8" gate valve	7	ea.	1,575.00	11,025.00	-	7	11,025.00
5	Furnish and install fire hydrant assembly (10" line)	1	ea.	5,700.00	5,700.00	-	1	5,700.00
6	Furnish and install fire hydrant assembly (8" line)	6	ea.	5,500.00	33,000.00	-	6	33,000.00
7	Connect new waterline to existing 8" DI waterline	2	ea.	3,375.00	6,750.00	-	2	6,750.00
8	Connect new waterline to existing 10" DI waterline	1	ea.	4,150.00	4,150.00	-	1	4,150.00
9	Connect new waterline to existing 6" DI waterline	1	ea.	3,200.00	3,200.00	-	1	3,200.00
10	Furnish and install 8"x1" service tap (pipe included)	15	ea.	1,450.00	21,750.00	-	15	21,750.00
11	Furnish and install 10"x1" service tap (pipe included)	16	ea.	1,475.00	23,600.00	-	16	23,600.00
12	Furnish and install 2" blowoff	1	ea.	1,450.00	1,450.00	-	1	1,450.00
13	Furnish and install 8" fittings	1	ea.	9,215.00	9,215.00	-	1	9,215.00
14	Furnish and install 10" fittings	1	ea.	6,880.00	6,880.00	-	1	6,880.00
15	Furnish and install 2" poly waterline	460	l.f.	14.75	6,785.00	-	460	6,785.00
16	Furnish and install 2"x1" water meter	2	ea.	1,325.00	2,650.00	-	2	2,650.00
17	Furnish and install 2" mainguard #78 post hydrant	1	ea.	2,525.00	2,525.00	-	1	2,525.00
18	Raise water valve box to grade following paving with concrete collar	16	ea.	305.00	4,880.00	-	16	4,880.00
19	Imported backfill	2,000	ton	12.50	25,000.00	-	2,000	25,000.00
	CULINARY WATER SUBTOTAL				\$ 236,700.00		REMAINING	\$ 236,700.00

NO.	LINE ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FOR IMPROVEMENTS	QUANTITY COMPLETE	QUANTITY REMAINING	TOTAL COST REMAINING
SECONDARY WATER SYSTEM								
20	Furnish and install 8" C-900 DR-18 waterline (includes bedding and testing)	340	l.f.	22.50	7,650.00	-	340	7,650.00
21	Furnish and install 8" fittings	1	ea.	19,820.00	19,820.00	-	1	19,820.00
22	Furnish and install 2" blowoff	1	ea.	1,605.00	1,605.00	-	1	1,605.00
23	Furnish and install 6" C-900 DR-14 waterline (includes bedding and testing)	2,250	l.f.	16.75	37,687.50	-	2,250	37,687.50
24	Furnish and install 6" fittings	1	ea.	4,395.00	4,395.00	-	1	4,395.00
25	Furnish and install 6" gate valve	3	ea.	1,175.00	3,525.00	-	3	3,525.00
26	Connect new waterline to existing 8" main	2	ea.	2,250.00	4,500.00	-	2	4,500.00
27	Connect new waterline to existing 4" main	1	ea.	2,075.00	2,075.00	-	1	2,075.00
28	Furnish and install double service connection on 6" mainline	4	ea.	2,780.00	11,120.00	-	4	11,120.00
29	Furnish and install double service connection on 8" mainline	12	ea.	2,800.00	33,600.00	-	12	33,600.00
30	Raise water valve box to grade following paving with concrete collar	6	ea.	305.00	1,830.00	-	6	1,830.00
31	Furnish and install plug and block	2	ea.	950.00	1,900.00	-	2	1,900.00
32	Imported backfill	1,250	ton	12.50	15,625.00	-	1,250	15,625.00
	SECONDARY WATER SUBTOTAL				\$ 145,332.50		REMAINING	\$ 145,332.50
SANITARY SEWER SYSTEM								
33	Furnish and install 8" ASTM D-3034 SDR 35 sewer line	2,338	l.f.	35.75	83,583.50	2,338	-	-
34	Furnish and install 8"x4" service wye (includes 4" pipe)	31	ea.	900.00	27,900.00	31	-	-
35	Furnish and install 4' diameter manhole	8	ea.	2,750.00	22,000.00	8	-	-
36	Furnish and install 5' diameter manhole	3	ea.	3,525.00	10,575.00	3	-	-
37	Construct new 5' diameter manhole on existing sewer line	1	ea.	5,350.00	5,350.00	1	-	-
38	Raise manhole to grade following paving with concrete collar	11	ea.	405.00	4,455.00	-	11	4,455.00
39	Temporary cleanout	1	ea.	175.00	175.00	1	-	-
40	Imported backfill	8,200	ton	12.50	102,500.00	8,200	-	-
	SANITARY SEWER SUBTOTAL				\$ 256,538.50		REMAINING	\$ 4,455.00

NO.	LINE ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FOR IMPROVEMENTS	QUANTITY COMPLETE	QUANTITY REMAINING	TOTAL COST REMAINING
STORM DRAIN SYSTEM								
41	Furnish and install 15" RCP	1,800	l.f.	\$ 42.00	\$ 75,600.00	800	1,000	\$ 42,000.00
42	Furnish and install 18" RCP	880	l.f.	49.00	43,120.00	880	-	-
43	Furnish and install curb inlet	18	ea.	2,375.00	42,750.00	9	9	21,375.00
44	Furnish and install 4' diameter manhole	2	ea.	2,675.00	5,350.00	-	2	5,350.00
45	Furnish and install 5' diameter manhole	2	ea.	2,825.00	5,650.00	-	2	5,650.00
46	Fill existing 18" CMP	115	l.f.	32.00	3,680.00	-	115	3,680.00
47	Furnish and install PIP catch basin over existing 36" storm drain	2	ea.	4,700.00	9,400.00	-	2	9,400.00
48	Furnish and install 3'x3' catch basin	1	ea.	2,025.00	2,025.00	-	1	2,025.00
49	Raise manhole to grade following paving with concrete collar	2	ea.	405.00	810.00	-	2	810.00
50	Connect to existing manhole/structure	1	ea.	500.00	500.00	-	1	500.00
51	Furnish and install diversion structure	1	ea.	13,000.00	13,000.00	-	1	13,000.00
52	Furnish and install emergency spillway	1	ea.	1,500.00	1,500.00	-	1	1,500.00
53	Excavate and grade detention basin	1,400	c.y.	5.00	7,000.00	-	1,400	7,000.00
54	Rockscape detention basin	1	ls.	14,680.00	14,680.00	-	1	14,680.00
55	Furnish and install 18" flared end section	1	ea.	850.00	850.00	-	1	850.00
56	Imported backfill	1,100	ton	12.50	13,750.00	-	1,100	13,750.00
57	Hydrodynamic separator	1	ea.	27,750.00	27,750.00	-	1	27,750.00
58	Furnish and install Impermeable detention basin liner	32,600	s.f.	1.10	35,860.00	-	32,600	35,860.00
59	Furnish and install temporary plug	1	ea.	300.00	300.00	-	1	300.00
	STORM DRAIN SUBTOTAL				\$ 303,575.00		REMAINING	\$ 205,480.00
LAND DRAIN SYSTEM								
60	Furnish and install 8" ASTM D-3034 SDR 35 drain line	2,310	l.f.	35.50	82,005.00	2,310	-	-
61	Furnish and install 8"x4" service wye (pipe included)	31	ea.	940.00	29,140.00	31	-	-
62	Furnish and install 4' diameter manhole	8	ea.	2,725.00	21,800.00	8	-	-

NO.	LINE ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FOR IMPROVEMENTS	QUANTITY COMPLETE	QUANTITY REMAINING	TOTAL COST REMAINING
63	Furnish and install 5' diameter manhole	3	ea.	3,500.00	10,500.00	3	-	-
64	Raise manhole to grade following paving with concrete collar	11	ea.	405.00	4,455.00	-	11	4,455.00
65	Furnish and install temporary plug	1	ea.	100.00	100.00	1	-	-
66	Connect to existing manhole	1	ea.	500.00	500.00	1	-	-
67	Imported backfill	4,575	ton	12.50	57,187.50	4,575	-	-
	LAND DRAIN SUBTOTAL				\$ 205,687.50		REMAINING	\$ 4,455.00
	PRIVATE IRRIGATION							
68	Furnish and install 15" ADS service line	540	l.f.	\$ 28.25	\$ 15,255.00	-	540	\$ 15,255.00
69	Furnish and install 15" RCP	64	l.f.	\$ 42.00	\$ 2,688.00	-	64	\$ 2,688.00
70	Furnish and install 2'x2' irrigation box with grate	6	ea.	1,300.00	7,800.00	-	6	7,800.00
71	Furnish and install 15" flared end section	1	ea.	775.00	775.00	-	1	775.00
72	Imported backfill	50	ton	12.50	625.00	-	50	625.00
	IRRIGATION SUBTOTAL				\$ 27,143.00		REMAINING	\$ 27,143.00
	SITE & STREET IMPROVEMENTS							
73	Clear and grub for new roadway	4,250	c.y.	\$ 2.00	\$ 8,500.00	4,250	-	\$ -
74	Sawcut existing asphalt	671	l.f.	2.00	1,342.00	-	671	1,342.00
75	Remove existing asphalt	1,400	s.f.	1.50	2,100.00	-	1,400	2,100.00
76	Furnish and install granular borrow	97,050	s.f.	0.85	82,492.50	-	97,050	82,492.50
77	Furnish and install untreated base course	97,050	s.f.	0.80	77,640.00	-	97,050	77,640.00
78	Construct hot mix asphaltic concrete pavement	97,050	s.f.	1.50	145,575.00	-	97,050	145,575.00
79	Furnish and install concrete curb and gutter	4,900	l.f.	22.00	107,800.00	-	4,900	107,800.00
80	Furnish and install 12" granular borrow (UDOT section)	10,800	s.f.	1.25	13,500.00	10,800	-	-
81	Furnish and install 6" road base (UDOT section)	10,800	s.f.	0.80	8,640.00	10,800	-	-
82	Furnish and install 8" asphalt UDOT HMA	10,800	s.f.	5.50	59,400.00	-	10,800	59,400.00
83	Furnish and install 4' wide road base shoulder (UDOT)	2,300	s.f.	0.95	2,185.00	-	2,300	2,185.00
84	Furnish and install UDOT white striping	1	l.s.	3,000.00	3,000.00	-	1	3,000.00
85	Furnish and install 5' wide concrete sidewalk	4,725	l.f.	38.25	180,731.25	-	4,725	180,731.25

NO.	LINE ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FOR IMPROVEMENTS	QUANTITY COMPLETE	QUANTITY REMAINING	TOTAL COST REMAINING
86	Furnish and install ADA ramps	8	ea.	1,450.00	11,600.00	-	8	11,600.00
87	Construct street monuments	6	ea.	500.00	3,000.00	-	6	3,000.00
88	Cut/fill ROW to subgrade with native soils	1,250	c.y.	4.00	5,000.00	-	1,250	5,000.00
89	Cut ROW to subgrade (material spread across lots)	4,650	c.y.	3.00	13,950.00	-	4,650	13,950.00
90	Furnish and install fine grade subgrade	97,050	s.f.	0.08	7,764.00	-	97,050	7,764.00
91	Remove trees	1	l.s.	33,500.00	33,500.00	1	-	-
92	Furnish and install fence	630	l.f.	20.00	12,600.00	-	630	12,600.00
93	2x8' gates for utility access (at US 89 ROW)	1	ea.	1,500.00	1,500.00	1	-	-
94	Grade berm around rear lots	2,000	l.f.	1.00	2,000.00	-	2,000	2,000.00
	SITE & STREET IMPROVEMENTS SUBTOTAL				\$ 783,819.75		REMAINING	\$ 718,179.75
MISCELLANEOUS (not included in guarantee)								
95	Mobilization	1	l.s.	\$ 3,125.00	\$ 3,125.00	-	1	\$ 3,125.00
96	Prepare and implement SWPPP and temporary controls	1	l.s.	12,415.00	12,415.00	-	1	12,415.00
97	Traffic control	1	l.s.	7,675.00	7,675.00	-	1	7,675.00
98	Construction Survey	1	l.s.	4,000.00	4,000.00	-	1	4,000.00
99	Materials and compaction testing	1	l.s.	23,664.85	23,664.85	-	1	23,664.85
100	Construction inspection (approximate; paid for by developer, performed by City)	1	l.s.	13,500.00	13,500.00	-	1	13,500.00
101	GPS and GIS mapping (approximate; paid for by developer, performed by City)	1	l.s.	1,200.00	1,200.00	-	1	1,200.00
102	Street light - residential (paid for by developer, installed by City)	2	ea.	7,000.00	14,000.00	-	2	14,000.00
103	Street light - intersection (paid for by developer, installed by City)	4	ea.	6,000.00	24,000.00	-	4	24,000.00
104	Street signs (paid for by developer, installed by City)	5	ea.	350.00	1,750.00	-	5	1,750.00
105	Seal coat (paid for by developer, installed by City)	10,450	s.y.	3.00	31,350.00	-	10,450	31,350.00
	MISCELLANEOUS SUBTOTAL				\$ 136,679.85		REMAINING	\$ 136,679.85
	PROJECT TOTAL =				\$ 2,095,476.10		REMAINING TOTAL =	\$ 1,478,425.10

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

ESCROW AGREEMENT

For Budge Farm Subdivision

This Escrow Agreement ("Agreement") is made this 12, day of July, 2021 ("Effective Date"), by and between Pleasant View City, a municipal corporation of the State of Utah ("City"), and Budge Farm Community LLC, of Ogden, Utah ("Developer"), and Cache Valley Bank, of Layton, 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 Budge Farm Subdivision ("Project"). Exhibit A delineates the subdivision area and is attached as Exhibit A. Project contains Weber County Parcel number(s): 19-014-0010, 19-014-0061, & 19-014-0066; and

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.** Cache Valley Bank 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. 63279256 the sum of \$ 1,747,225.98, which is the amount of money equal to

115% 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 \$ 195,879.63, 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:	<u>Mike Flood</u>	Name
	<u>Budge Farms Community, LLC</u>	Company Name
	<u>5617 S 1475 E</u>	Address
	<u>Ogden, UT 84403</u>	City, state, zip
	<u>Mike.flood@nilsonld.com</u>	email

For City: Amy Mabey, City Administrator
Pleasant View City
520 W. Elberta Dr.
Pleasant View, UT 84414
amabey@pleasantviewcity.com

For Escrow Agent: Bruce Jensen Name
Cache Valley Bank Company Name
1333 N Hill Field Rd Address
Layton, UT 84041 City, state, zip
cssewell@cvbank.net 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

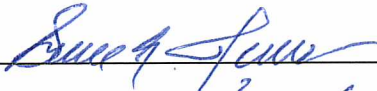
15.2. Exhibit B – Engineer's Estimate

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.

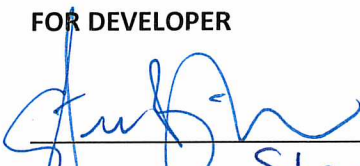
(continued on next page)

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) Bruce G. JENSEN
Its: (title) VP

FOR DEVELOPER


By: (Print name) Steve Bingham
Its: (title) President

FOR PLEASANT VIEW CITY

By: (name) _____

Its: Mayor

Attest: _____
City Recorder

Approved as to Form: _____
City Attorney

STATE OF UTAH }
COUNTY OF DAMS }

Witness my hand and official seal.

Stephane Sewell
(Printed Name)



ACKNOWLEDGMENT OF DEVELOPER

STATE OF UTAH }
 §
COUNTY OF Wabar }

On the 12th day of July, 2021, personally appeared before me _____
Steve Bingham, who being by me duly sworn, did say that he/she is the _____
Owner of Budge Farms Community 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 Steve Bingham acknowledged to me that said
corporation executed the same.

Witness my hand and official seal.

Heidi McCulloch
Notary Public signature

Heidi McCulloch
(Printed Name)

(seal)



EXHIBIT A
SUBDIVISION AREA

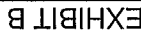
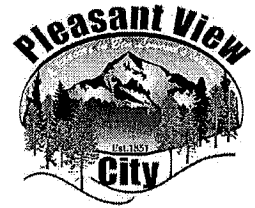


EXHIBIT B
ENGINEER'S ESTIMATE

Budge Farms Subdivision (Phase 1)

JULY 2021

ESCROW SUMMARY



	TOTAL COST FOR IMPROVEMENTS	TOTAL COST REMAINING
CULINARY WATER SUBTOTAL	\$ 236,700.00	\$ 236,700.00
SECONDARY WATER SUBTOTAL	145,332.50	145,332.50
SANITARY SEWER SUBTOTAL	256,538.50	4,455.00
LAND DRAIN SUBTOTAL	205,687.50	4,455.00
STORM DRAIN SUBTOTAL	303,575.00	205,480.00
PRIVATE IRRIGATION SUBTOTAL	27,143.00	27,143.00
SITE & STREET IMPROVEMENTS SUBTOTAL	783,819.75	718,179.75
MISCELLANEOUS SUBTOTAL (Not subject to guarantee)	136,679.85	136,679.85
TOTAL IMPROVEMENTS COST	\$ 2,095,476.10	\$ 1,478,425.10
5% CONTINGENCY	104,773.81	73,921.26
10% GUARANTEE	195,879.63	195,879.63
TOTAL ESCROW AMOUNT		\$ 1,748,225.98

City Engineer Review & Recommendation

Dana Q. Shuler

Dana Q. Shuler, P.E. - Jones & Associates

City Engineer

07/09/2021

Date

Budge Farms Subdivision (Phase 1)

COST ESTIMATE FOR ESCROW SETUP

Nilson Homes

NO.	LINE ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FOR IMPROVEMENTS	QUANTITY COMPLETE	QUANTITY REMAINING	TOTAL COST REMAINING
CULINARY WATER SYSTEM								
1	Furnish and install 10" C-900 DR-18 waterline (includes bedding and testing)	440	l.f.	\$ 28.50	\$ 12,540.00	-	440	\$ 12,540.00
2	Furnish and install 10" gate valve	2	ea.	2,375.00	4,750.00	-	2	4,750.00
3	Furnish and install 8" C-900 DR-18 waterline (includes bedding and testing)	2,260	l.f.	22.50	50,850.00	-	2,260	50,850.00
4	Furnish and install 8" gate valve	7	ea.	1,575.00	11,025.00	-	7	11,025.00
5	Furnish and install fire hydrant assembly (10" line)	1	ea.	5,700.00	5,700.00	-	1	5,700.00
6	Furnish and install fire hydrant assembly (8" line)	6	ea.	5,500.00	33,000.00	-	6	33,000.00
7	Connect new waterline to existing 8" DI waterline	2	ea.	3,375.00	6,750.00	-	2	6,750.00
8	Connect new waterline to existing 10" DI waterline	1	ea.	4,150.00	4,150.00	-	1	4,150.00
9	Connect new waterline to existing 6" DI waterline	1	ea.	3,200.00	3,200.00	-	1	3,200.00
10	Furnish and install 8"x1" service tap (pipe included)	15	ea.	1,450.00	21,750.00	-	15	21,750.00
11	Furnish and install 10"x1" service tap (pipe included)	16	ea.	1,475.00	23,600.00	-	16	23,600.00
12	Furnish and install 2" blowoff	1	ea.	1,450.00	1,450.00	-	1	1,450.00
13	Furnish and install 8" fittings	1	ea.	9,215.00	9,215.00	-	1	9,215.00
14	Furnish and install 10" fittings	1	ea.	6,880.00	6,880.00	-	1	6,880.00
15	Furnish and install 2" poly waterline	460	l.f.	14.75	6,785.00	-	460	6,785.00
16	Furnish and install 2"x1" water meter	2	ea.	1,325.00	2,650.00	-	2	2,650.00
17	Furnish and install 2" mainguard #78 post hydrant	1	ea.	2,525.00	2,525.00	-	1	2,525.00
18	Raise water valve box to grade following paving with concrete collar	16	ea.	305.00	4,880.00	-	16	4,880.00
19	Imported backfill	2,000	ton	12.50	25,000.00	-	2,000	25,000.00
CULINARY WATER SUBTOTAL					\$ 236,700.00		REMAINING	\$ 236,700.00

NO.	LINE ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FOR IMPROVEMENTS	QUANTITY COMPLETE	QUANTITY REMAINING	TOTAL COST REMAINING
SECONDARY WATER SYSTEM								
20	Furnish and install 8" C-900 DR-18 waterline (includes bedding and testing)	340	l.f.	22.50	7,650.00	-	340	7,650.00
21	Furnish and install 8" fittings	1	ea.	19,820.00	19,820.00	-	1	19,820.00
22	Furnish and install 2" blowoff	1	ea.	1,605.00	1,605.00	-	1	1,605.00
23	Furnish and install 6" C-900 DR-14 waterline (includes bedding and testing)	2,250	l.f.	16.75	37,687.50	-	2,250	37,687.50
24	Furnish and install 6" fittings	1	ea.	4,395.00	4,395.00	-	1	4,395.00
25	Furnish and install 6" gate valve	3	ea.	1,175.00	3,525.00	-	3	3,525.00
26	Connect new waterline to existing 8" main	2	ea.	2,250.00	4,500.00	-	2	4,500.00
27	Connect new waterline to existing 4" main	1	ea.	2,075.00	2,075.00	-	1	2,075.00
28	Furnish and install double service connection on 6" mainline	4	ea.	2,780.00	11,120.00	-	4	11,120.00
29	Furnish and install double service connection on 8" mainline	12	ea.	2,800.00	33,600.00	-	12	33,600.00
30	Raise water valve box to grade following paving with concrete collar	6	ea.	305.00	1,830.00	-	6	1,830.00
31	Furnish and install plug and block	2	ea.	950.00	1,900.00	-	2	1,900.00
32	Imported backfill	1,250	ton	12.50	15,625.00	-	1,250	15,625.00
	SECONDARY WATER SUBTOTAL				\$ 145,332.50		REMAINING	\$ 145,332.50
SANITARY SEWER SYSTEM								
33	Furnish and install 8" ASTM D-3034 SDR 35 sewer line	2,338	l.f.	35.75	83,583.50	2,338	-	-
34	Furnish and install 8"x4" service wye (includes 4" pipe)	31	ea.	900.00	27,900.00	31	-	-
35	Furnish and install 4' diameter manhole	8	ea.	2,750.00	22,000.00	8	-	-
36	Furnish and install 5' diameter manhole	3	ea.	3,525.00	10,575.00	3	-	-
37	Construct new 5' diameter manhole on existing sewer line	1	ea.	5,350.00	5,350.00	1	-	-
38	Raise manhole to grade following paving with concrete collar	11	ea.	405.00	4,455.00	-	11	4,455.00
39	Temporary cleanout	1	ea.	175.00	175.00	1	-	-
40	Imported backfill	8,200	ton	12.50	102,500.00	8,200	-	-
	SANITARY SEWER SUBTOTAL				\$ 256,538.50		REMAINING	\$ 4,455.00

NO.	LINE ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FOR IMPROVEMENTS	QUANTITY COMPLETE	QUANTITY REMAINING	TOTAL COST REMAINING
STORM DRAIN SYSTEM								
41	Furnish and install 15" RCP	1,800	l.f.	\$ 42.00	\$ 75,600.00	800	1,000	\$ 42,000.00
42	Furnish and install 18" RCP	880	l.f.	49.00	43,120.00	880	-	-
43	Furnish and install curb inlet	18	ea.	2,375.00	42,750.00	9	9	21,375.00
44	Furnish and install 4' diameter manhole	2	ea.	2,675.00	5,350.00	-	2	5,350.00
45	Furnish and install 5' diameter manhole	2	ea.	2,825.00	5,650.00	-	2	5,650.00
46	Fill existing 18" CMP	115	l.f.	32.00	3,680.00	-	115	3,680.00
47	Furnish and install PIP catch basin over existing 36" storm drain	2	ea.	4,700.00	9,400.00	-	2	9,400.00
48	Furnish and install 3'x3' catch basin	1	ea.	2,025.00	2,025.00	-	1	2,025.00
49	Raise manhole to grade following paving with concrete collar	2	ea.	405.00	810.00	-	2	810.00
50	Connect to existing manhole/structure	1	ea.	500.00	500.00	-	1	500.00
51	Furnish and install diversion structure	1	ea.	13,000.00	13,000.00	-	1	13,000.00
52	Furnish and install emergency spillway	1	ea.	1,500.00	1,500.00	-	1	1,500.00
53	Excavate and grade detention basin	1,400	c.y.	5.00	7,000.00	-	1,400	7,000.00
54	Rockscape detention basin	1	ls.	14,680.00	14,680.00	-	1	14,680.00
55	Furnish and install 18" flared end section	1	ea.	850.00	850.00	-	1	850.00
56	Imported backfill	1,100	ton	12.50	13,750.00	-	1,100	13,750.00
57	Hydrodynamic separator	1	ea.	27,750.00	27,750.00	-	1	27,750.00
58	Furnish and install Impermeable detention basin liner	32,600	s.f.	1.10	35,860.00	-	32,600	35,860.00
59	Furnish and install temporary plug	1	ea.	300.00	300.00	-	1	300.00
	STORM DRAIN SUBTOTAL			\$	303,575.00		REMAINING	\$ 205,480.00
LAND DRAIN SYSTEM								
60	Furnish and install 8" ASTM D-3034 SDR 35 drain line	2,310	l.f.	35.50	82,005.00	2,310	-	-
61	Furnish and install 8"x4" service wye (pipe included)	31	ea.	940.00	29,140.00	31	-	-
62	Furnish and install 4' diameter manhole	8	ea.	2,725.00	21,800.00	8	-	-

NO.	LINE ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FOR IMPROVEMENTS	QUANTITY COMPLETE	QUANTITY REMAINING	TOTAL COST REMAINING
63	Furnish and install 5' diameter manhole	3	ea.	3,500.00	10,500.00	3	-	-
64	Raise manhole to grade following paving with concrete collar	11	ea.	405.00	4,455.00	-	11	4,455.00
65	Furnish and install temporary plug	1	ea.	100.00	100.00	1	-	-
66	Connect to existing manhole	1	ea.	500.00	500.00	1	-	-
67	Imported backfill	4,575	ton	12.50	57,187.50	4,575	-	-
	LAND DRAIN SUBTOTAL				\$ 205,687.50		REMAINING	\$ 4,455.00
PRIVATE IRRIGATION								
68	Furnish and install 15" ADS service line	540	l.f.	\$ 28.25	\$ 15,255.00	-	540	\$ 15,255.00
69	Furnish and install 15" RCP	64	l.f.	\$ 42.00	\$ 2,688.00	-	64	\$ 2,688.00
70	Furnish and install 2'x2' irrigation box with grate	6	ea.	1,300.00	7,800.00	-	6	7,800.00
71	Furnish and install 15" flared end section	1	ea.	775.00	775.00	-	1	775.00
72	Imported backfill	50	ton	12.50	625.00	-	50	625.00
	IRRIGATION SUBTOTAL				\$ 27,143.00		REMAINING	\$ 27,143.00
SITE & STREET IMPROVEMENTS								
73	Clear and grub for new roadway	4,250	c.y.	\$ 2.00	\$ 8,500.00	4,250	-	\$ -
74	Sawcut existing asphalt	671	l.f.	2.00	1,342.00	-	671	1,342.00
75	Remove existing asphalt	1,400	s.f.	1.50	2,100.00	-	1,400	2,100.00
76	Furnish and install granular borrow	97,050	s.f.	0.85	82,492.50	-	97,050	82,492.50
77	Furnish and install untreated base course	97,050	s.f.	0.80	77,640.00	-	97,050	77,640.00
78	Construct hot mix asphaltic concrete pavement	97,050	s.f.	1.50	145,575.00	-	97,050	145,575.00
79	Furnish and install concrete curb and gutter	4,900	l.f.	22.00	107,800.00	-	4,900	107,800.00
80	Furnish and install 12" granular borrow (UDOT section)	10,800	s.f.	1.25	13,500.00	10,800	-	-
81	Furnish and install 6" road base (UDOT section)	10,800	s.f.	0.80	8,640.00	10,800	-	-
82	Furnish and install 8" asphalt UDOT HMA	10,800	s.f.	5.50	59,400.00	-	10,800	59,400.00
83	Furnish and install 4' wide road base shoulder (UDOT)	2,300	s.f.	0.95	2,185.00	-	2,300	2,185.00
84	Furnish and install UDOT white striping	1	l.s.	3,000.00	3,000.00	-	1	3,000.00
85	Furnish and install 5' wide concrete sidewalk	4,725	l.f.	38.25	180,731.25	-	4,725	180,731.25

NO.	LINE ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FOR IMPROVEMENTS			QUANTITY		TOTAL COST	
								COMPLETE	REMAINING		REMAINING
86	Furnish and install ADA ramps	8	ea.	1,450.00		11,600.00		-	8		11,600.00
87	Construct street monuments	6	ea.	500.00		3,000.00		-	6		3,000.00
88	Cut/fill ROW to subgrade with native soils	1,250	c.y.	4.00		5,000.00		-	1,250		5,000.00
89	Cut ROW to subgrade (material spread across lots)	4,650	c.y.	3.00		13,950.00		-	4,650		13,950.00
90	Furnish and install fine grade subgrade	97,050	s.f.	0.08		7,764.00		-	97,050		7,764.00
91	Remove trees	1	l.s.	33,500.00		33,500.00		1	-		-
92	Furnish and install fence	630	l.f.	20.00		12,600.00		-	630		12,600.00
93	2x8' gates for utility access (at US 89 ROW)	1	ea.	1,500.00		1,500.00		1	-		-
94	Grade berm around rear lots	2,000	l.f.	1.00		2,000.00		-	2,000		2,000.00
	SITE & STREET IMPROVEMENTS SUBTOTAL				\$	783,819.75			REMAINING	\$	718,179.75
MISCELLANEOUS (not included in guarantee)											
95	Mobilization	1	l.s.	\$ 3,125.00	\$	3,125.00		-	1	\$	3,125.00
96	Prepare and implement SWPPP and temporary controls	1	l.s.	12,415.00		12,415.00		-	1		12,415.00
97	Traffic control	1	l.s.	7,675.00		7,675.00		-	1		7,675.00
98	Construction Survey	1	l.s.	4,000.00		4,000.00		-	1		4,000.00
99	Materials and compaction testing	1	l.s.	23,664.85		23,664.85		-	1		23,664.85
100	Construction inspection (approximate; paid for by developer, performed by City)	1	l.s.	13,500.00		13,500.00		-	1		13,500.00
101	GPS and GIS mapping (approximate; paid for by developer, performed by City)	1	l.s.	1,200.00		1,200.00		-	1		1,200.00
102	Street light - residential (paid for by developer, installed by City)	2	ea.	7,000.00		14,000.00		-	2		14,000.00
103	Street light - intersection (paid for by developer, installed by City)	4	ea.	6,000.00		24,000.00		-	4		24,000.00
104	Street signs (paid for by developer, installed by City)	5	ea.	350.00		1,750.00		-	5		1,750.00
105	Seal coat (paid for by developer, installed by City)	10,450	s.y.	3.00		31,350.00		-	10,450		31,350.00
	MISCELLANEOUS SUBTOTAL				\$	136,679.85			REMAINING	\$	136,679.85
	PROJECT TOTAL =				\$	2,095,476.10			REMAINING TOTAL =	\$	1,478,425.10



Pleasant View City Right of Way Contract

Fee Simple Acquisition - Strip

Project: Zone 1 Water Transmission Line	Parcel No(s): 19-013-0090:C (See Exhibit A)	
Pin No: NA	Job/Proj No:	Project Location: 1400 W. Mountain Orchard Drive, Pleasant View UT
County of Property: WEBER	Tax ID / Sidwell No: 19-013-0090	
Property Address: 1377 W. Pleasant View Drive, Pleasant View, UT 84414		
Owner's Address: 1377 W. Pleasant View Drive, Pleasant View, UT 84414		
Owner's Home Phone: (801) 725-0106	Owner's Work Phone:	
Owner / Grantor(s): Craven Living Trust		
Grantee: Pleasant View City		

IN CONSIDERATION of the foregoing and other considerations herein set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey by Road Dedication Plat a parcel(s) of land known as parcel number(s) Parcel 19-13-0090:C for transportation and utility purposes. This contract is to be returned to: Jason M. Allen (Consultant/Realtor), Right of Way Agent c/o Pleasant View City, 520 West Elberta Drive, UT 84414.

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint of other household products).
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the City takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. The City shall pay the total selling price listed below to the Grantor and/or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
6. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
7. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Additional Terms:

8. City agrees to install culinary water line, secondary water line (if requested by secondary water provider), curb, gutter, sidewalk, and asphalt paved surface for the roadway extension of Mountain Orchard Drive at no cost to the Grantor. In exchange, Grantor agrees to donate and convey the property and public utility easements necessary to construct the roadway and any necessary appurtenances. This property and public utility easements will be conveyed by a Road Dedication Plat which will be prepared by the City at no cost to the Grantor.
9. City agrees to complete construction of the water line, curb, gutter, sidewalk, and asphalt pavement within four months of the execution of this contract. If the road is not completed within four months of the execution of this contract, Grantor will not sign the Road Dedication Plat.
10. City agrees to work within the boundary description provided as Exhibit A of this contract.
11. City agrees to install a chain link fence and gate along the frontage of the property on Mountain Orchard Drive. The City also agrees to install a 16-foot wide, chain link rolling gate at a location chosen by the Grantor.
12. City agrees to pay any Greenbelt roll back taxes or fees associated with the property that will be dedicated to the City as described in Exhibit A.

Total Selling Price: \$0.00



Pleasant View City
Right of Way Contract
Fee Simple Acquisition - Strip

Project: Zone 1 Water Transmission Line	Parcel No(s): 19-013-0090:C (See Exhibit A)	
Pin No: NA	Job/Proj No:	Project Location: 1400 W. Mountain Orchard Drive, Pleasant View UT
County of Property: WEBER	Tax ID / Sidwell No: 19-013-0090	
Property Address: 1377 W. Pleasant View Drive, Pleasant View, UT 84414		
Owner's Address: 1377 W. Pleasant View Drive, Pleasant View, UT 84414		
Owner's Home Phone: (801) 725-0106	Owner's Work Phone:	
Owner / Grantor(s): Craven Living Trust		
Grantee: Pleasant View City		

Exhibit A
Boundary Description of 19-013-0090:C

A PART OF THE SOUTHEAST AND SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY LINE OF BUDGE FARMS COMMUNITY LLC PROPERTY, TAX ID. NO. 19-014-0010 BEING A POINT ON THE BOUNDARY LINE AGREEMENT RECORDED AS ENTRY NO. 2248233 IN THE WEBER COUNTY RECORDER'S OFFICE AND AN EXISTING FENCE LINE LOCATED 1186.75 FEET SOUTH 00°32'55" WEST ALONG THE SECTION LINE (BY RECORD) AND 8.84 FEET NORTH 90°00'00" WEST FROM THE NORTHWEST CORNER OF SAID SECTION SOUTHEAST QUARTER;

RUNNING THENCE NORTH 56°58'49" EAST 80.19 FEET ALONG SAID SOUTHERLY BOUNDARY LINE; THENCE SOUTHEASTERLY ON A NON-TANGENT CURVE TO THE LEFT ALONG THE ARC OF A 49.38 FOOT RADIUS CURVE, A DISTANCE OF 28.66 FEET, CHORD BEARS SOUTH 48°17'08" EAST 28.26 FEET, HAVING A CENTRAL ANGLE OF 33°15'33"; THENCE SOUTH 64°54'42" EAST 98.39 FEET TO THE NORTHERLY BOUNDARY LINE OF CODY CRAVEN SUBDIVISION RECORDED AS ENTRY NO. 2565682 IN THE WEBER COUNTY RECORDER'S OFFICE; THENCE SOUTH 56°58'49" WEST 70.67 FEET ALONG SAID NORTHERLY BOUNDARY LINE TO THE NORTHEASTERLY BOUNDARY LINE OF LOT 25, PLEASANT FIELDS PHASE 1 SUBDIVISION RECORDED AS ENTRY NO. 2278722 IN THE WEBER COUNTY RECORDER'S OFFICE; THENCE NORTH 64°54'42" WEST 130.49 FEET ALONG THE BOUNDARY LINE OF SAID PLEASANT FIELDS PHASE 1 TO THE POINT OF BEGINNING.

CONTAINING 7,921 SQUARE FEET OR 0.182 ACRES.



Pleasant View City Right of Way Contract

Fee Simple Acquisition - Strip

Project: Zone I Water Transmission Line Parcel No(s): 19-013-0090:C (See Exhibit A)
Pin No: NA Job/Proj No: Project Location: 1400 W. Mountain Orchard Drive, Pleasant View UT
County of Property: WEBER Tax ID / Sidwell No: 19-013-0090
Property Address: 1377 W. Pleasant View Drive, Pleasant View, UT 84414
Owner's Address: 1377 W. Pleasant View Drive, Pleasant View, UT 84414
Owner's Home Phone: (801) 725-0106 Owner's Work Phone:
Owner / Grantor(s): Craven Living Trust
Grantee: Pleasant View City

Grantor's Initials

Grantor understands this agreement is an option until approved by the Mayor

Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.

This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

OC

Percent

Date

OC

100%

Craven Living Trust

7-16-21

Right of Way Agents

Jason M. Allen (Consultant/Realtor) / Acquisition Agent

7/16/2021

Amy Sue Mabey / Pleasant View City Administrator

Approved by Mayor

OC