

Pleasant View City Council

Meeting Agenda

Tuesday, October 25, 2022

6:00 p.m.

6:00 P.M. 1. **Introduction.**

- a. Pledge of Allegiance and Opening Prayer, Reading or Expression of Thought: (Council Member Ann Arrington)
- b. Declaration of Conflicts of Interest
- c. Public Comments/Questions for the Mayor & Council (limited to 3 minutes)

6:05 P.M. 2. **Consent Items.**

- a. Minutes of October 11, 2022

6:10 P.M. 3. **Public Hearing to Vacate a Street.** A proposal to vacate the existing street rights-of-way in a portion of the Weber View Subdivision, located approximately between Pleasant View Drive and 3275 North, 200 West and 325 West. Affected rights-of-way include those with frontage on lots 12-15 and 23-49. The existing platted roadways are proposed to be replaced with the approval and recordation of the Weber View Phase II Subdivision. (Presenter: Amy Mabey)

6:20 P.M. 4. **Weber View Phase II - Final Plat Approval with Financing Agreement for Completion of Improvements.** Discussion and possible action to consider approval of subdivision plat approval and a bond agreement for the Weber View Subdivision located approximately between Pleasant View Drive and 3275 North, 200 West and 325 West. (Presenter: Amy Mabey)

6:30 P.M. 5. **Peak View Final Plat Approval with Financing Agreement for Completion of Improvements.** Discussion and possible action to consider approval of subdivision plat approval and a bond agreement for the Peak View Subdivision located between 2700 N and 2550 N at 400 W. (Presenter: Amy Mabey)

6:40 P.M. 6. **American Rescue Plan Act (ARPA) Funds.** Discussion and possible action to consider amending the American Rescue Plan Act (ARPA) funds for employee retention agreement to change the eligible participation date. (Presenter: Amy Mabey)

6:45 P.M. 7. **Closed Meeting.** Consideration for a closed meeting pursuant to one or more of the provisions of the Utah Open and Public Meetings Law, Utah Code § 52-4-205(1).

8. Adjournment

Public Notice is hereby given that the City Council of Pleasant View, Utah will hold a Public Meeting in the city office at 520 West Elberta Dr. in Pleasant View, Utah on Tuesday, October 25, 2022, commencing at 6:00 PM.

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Pleasant View City Office at 801-782-8529, at least 24 hours prior to the meeting.

The City Council at its discretion may change the order and times of the agenda items.

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF PLEASANT VIEW CITY, UTAH**

October 11, 2022

The public meeting was held at City Hall, 520 W Elberta Drive, Pleasant View, Utah, commencing at 6:00 P.M.

MAYOR:

Leonard Call

COUNCILMEMBERS:

Ann Arrington
Steve Gibson
David Marriott
Philip Nelsen
Sara Urry

STAFF:

Amy Mabey
Laurie Hellstrom
Ryon Hadley
Paul Smith

VISITORS:

Mrs. Paul Smith Devin Laughter
Cameron Cook Greg Timothy
Susie Tracy

1. Introduction.

a. Pledge of Allegiance and Opening Prayer, Reading or Expression of Thought

Phil Nelsen.

b. Declaration of Conflicts of Interest

None given.

c. Public Comments/Questions for the Mayor & Council (limited to 3 minutes)

None given.

2. Consent Items.

a. Minutes of September 27, 2022

b. Bill of Pleasant View City

Motion was made by CM Gibson to approve the consent items (minutes of October 11, 2022 and the bills of Pleasant View). 2nd by CM Arrington. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

3. Recognition. Recognition of Officer Paul Smith for receipt of the American Spirit Award.

Paul Smith was given recognition for the receipt of the American Spirit Award.

4. Boyer Pleasant View Subdivision Final Plat Approval with Financing Agreement for Completion of Improvements. Discussion and possible action to consider approval of

subdivision plat approval and a bond agreement for the Boyer Pleasant View Subdivision located at 3205 North Highway 89. (Presenter: Amy Mabey)

Amy Mabey: the letter of credit was verified with the city attorney. In section 3 there is a one-year option for an extension. We need to make sure this is a two-year agreement and then they city can pull funds out of the letter in 11 months if items are not completed. The plat is included in the document and there are no red line corrections. The letter of credit is not included in the packet because there is sensitive information. The building will be similar to the Boyer buildings in the BDO.

Motion was made by CM Urry to approve the Boyer Pleasant View Subdivision Final Plat Approval with Financing Agreement for Completion of Improvements as noted in the staff report. 2nd by CM Nelsen. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

5. Four (4) Public Hearings - Vacation of Public Utility Easement. Discussion and possible action to consider removing unused utility easements at the following locations:

- a. **Harris Hills, Phase 5, at 4193 N 1075 W, Ordinance 2022-26.**
- b. **Willow Brook Village Subdivision lots 3, 4 and 5 at Lynne Street (2243 N) and HWY 89, Ordinance 2022-27.**
- c. **Willow Brook Village Subdivision lots 6 and 7 at Lynne Street (2243 N) and HWY 89, Ordinance 2022-28.**
- d. **Weber View Subdivision located approximately between Pleasant View Drive, 3275 N 200 W and 400 W, Ordinance 2022-29. (Presenter: Amy Mabey)**

a. Harris Hills, Phase 5, at 4193 N 1075 W, Ordinance 2022-26

Motion was made by CM Arrington to go into a public hearing to consider the vacation of public utility easement at Harris Hills, Phase 5, at 4193 N 1075 W. 2nd by CM Nelsen. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

Amy Mabey: this is to remove unused easement on the northeast side for the construction of a garage. Mayor Call: any comments from the public? None were given.

Motion was made by CM Marriott to end the closed meeting. 2nd by CM Nelsen. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

CM Marriott: why is there not an easement on the southwest side? Mayor Call: it appears the easement goes between two parcels. Amy Mabey: we are looking at the how we approach easements and reduce them.

Motion was made by CM Nelsen to approve vacating the easement for Harris Hills, Phase 5, at 4193 N 1075 W, Ordinance 2022-26. 2nd by CM Urry. Roll call vote. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

b. Willow Brook Village Subdivision lots 3, 4 and 5 at Lynne Street (2243 N) and HWY 89, Ordinance 2022-27

Motion was made by CM Urry to go into a public hearing to consider the vacation of public utility easement at Willow Brook Village Subdivision lots 3, 4 and 5 at Lynne Street (2243 N) and HWY 89. 2nd by CM Marriott. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

Amy Mabey: this is in the Willow Brook Village Subdivision. They are looking at combining the lots. This needs to occur in order to that. Tyson Jackson and Dana Shuler has signed off on this. We are waiting to hear from the other utilities. Planning Commission will be hearing this item on the 20th. If the council feels comfortable to have this contingent upon receipt of those letter from other utilities and if contingent if any letter is for a denial it needs to come back to the city council. This is for an assisted living center. Susie Tracy: this is for lots 6 & 7? How

do we get the letters? Mayor Call: this is for lots 3, 4 & 5. Amy Mabey: the next public hearing is for lots 6 & 7.

Motion was made by CM Marriott to end the closed meeting. 2nd by CM Gibson. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

CM Gibson: has there ever been a time we vacated and easement and then needed it? Mayor Call: like we said there are easements thrown on there that are not needed. Amy Mabey: we have purchased easements. CM Gibson: will we ever need them in the future for cable? Amy Mabey: the easement is still along HWY 89.

Motion was made by CM Gibson to approve vacating the easement for Willow Brook Village Subdivision lots 3, 4 and 5 at Lynne Street (2243 N) and HWY 89, Ordinance 2022-27 with the stipulation that utilities letters are submitted and any denials come back to the city council. 2nd by CM Arrington. Roll call vote. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

c. Willow Brook Village Subdivision lots 6 and 7 at Lynne Street (2243 N) and HWY 89, Ordinance 2022-28

Motion was made by CM Nelsen to go into a public hearing to consider the vacation of public utility easement at Willow Brook Village Subdivision lots 6 and 7 at Lynne Street (2243 N) and HWY 89. 2nd by CM Arrington. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

Amy Mabey: this item was referred to in the prior item. This is to remove the easement between the two lots for the Kidz Town-child care center. There have been questions on the letters from utilities and we require the outreach to the other utilities for the removal the easements. CM Urry: can we help them with examples? Amy Mabey: yes. CM Marriott: if they combine the lots there will be easement around the lot. Amy Mabey: because the easements have been established there is a right. CM Nelsen: they have property rights. Are they going to building in the middle of the two lots? Susie Tracy: yes. Mayor Call: are there comments from the public? None. Were give.

Motion was made by CM Arrington to end the closed meeting. 2nd by CM Nelsen. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

Motion was made by CM Arrington to approve vacating the easement for Willow Brook Village Subdivision lots 6 and 7 at Lynne Street (2243 N) and HWY 89, Ordinance 2022-28 with the stipulation that utilities letters are submitted and any denials come back to the city council. 2nd by CM Nelsen. Roll call vote. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

d. Weber View Subdivision located approximately between Pleasant View Drive, 3275 N 200 W and 400 W, Ordinance 2022-29. (Presenter: Amy Mabey)

Motion was made by CM Urry to go into a public hearing to consider the vacation of public utility easement at Weber View Subdivision located approximately between Pleasant View Drive, 3275 N 200 W and 400 W. 2nd by CM Marriott. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

Amy Mabey: this is to vacate a lot of easements. This is for Weber View Subdivision, Ivory Homes. There are several parcels and the plat area was shown. This is an old subdivision with many easements. We are recommending removal all easements and establish new easements with the new subdivision. CM Nelsen: vacate and then record with new easements. Mayor Call: any comments from the public? None were given.

Motion was made by CM Marriott to end the closed meeting. 2nd by CM Gibson. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

Motion was made by CM Gibson to approve vacating the easement for Weber View Subdivision located approximately between Pleasant View Drive, 3275 N 200 W and 400 W,

Ordinance 2022-29 as stated. 2nd by CM Marriott. Roll call vote. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

6. Public Hearing - Amend Budget. Discussion and possible action to consider amending the 2022-2023 fiscal year budget, Resolution 2022-T. (Presenter: Laurie Hellstrom)

Motion was made by CM Arrington to go into a public hearing to consider amending the 2022-2023 budget. 2nd by CM Nelsen. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

Laurie Hellstrom: this is to increase the budget for the food trucks and pumpkin palooza in the amount of \$1,000. The city received a donation of \$600 last fiscal year for this.

Motion was made by CM Gibson to close the public hearing. 2nd by CM Marriott. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

Motion was made by CM Urry to amend the 2022-2023 fiscal year budget, Resolution 2022-T. 2nd by CM Nelsen. Roll call vote. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

7. Vehicle Leases. Discussion and possible action to approve one three-year lease with The Bancorp for one police vehicle. (Presenter: Ryon Hadley)

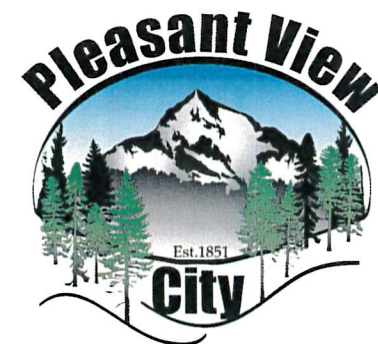
Laurie Hellstrom: this is for vehicle #10 again. Ryon Hadley: this is the Ford Explorer for the canine officer. I thought it would be the same \$5k lease but with the stripped-out package the residual is low so the upfront cost is more. No one wants a stripped out canine officer vehicle. The lease cost is \$9k for the three years. At the end of the lease we hope to purchase the vehicle for \$18k. CM Marriott: why not buy now? Ryon Hadley: we don't want it now. We want to wait three years and see the shape it is in. We only had to transfer equipment and we didn't have to purchase new equipment. Bancorp gave us \$20k on the leased vehicles they purchased. We are still ahead of the game with costs. CM Marriott: do we want to keep the current vehicle? Ryon Hadley: it was hit by a deer a few months ago. We want to keep the dog program.

Motion was made by CM Arrington to approve the one three-year lease with The Bancorp for one police vehicle. 2nd by CM Marriott. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

8. Closed Meeting. Consideration for a closed meeting pursuant to one or more of the provisions of the Utah Open and Public Meetings Law, Utah Code § 52-4-205(1).

None.

9. Adjournment: 6:45 P.M.



Memo

To: Mayor and City Council
From: Laurie
Date: October 21, 2022
Re: New Business Licenses Issued

RECOMMENDED ACTION No action needed. Informational only.

DESCRIPTION / BACKGROUND According to the Business License Ordinance, the council only needs to receive a list of approved and denied business license applications. The following are approved new businesses:

Rhees Johnson Therapy	2721 N HWY 89 #100	licensed marriage and family therapist providing mental and relational health treatment to individuals, couples, and families.	Rhees Johnson & Emily Johnson
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ORDINANCE NO. 2022-30

AN ORDINANCE OF PLEASANT VIEW CITY VACATING A PUBLIC STREET

WHEREAS, Owner has filed a petition to vacate the public street as outlined in the original plat map for said subdivision. This vacation has been noticed and is being considered in accordance with Utah Code Ann. § 10-9a-208; and

WHEREAS, after providing proper public notice, a public hearing was held before the Pleasant View City Council on October 25, 2022, regarding the vacation of the public street; and

WHEREAS, Pleasant View City Public Works and Engineering have been notified and have provided approval of the public utility easement vacation; and

WHEREAS, the Council finds that good cause exists to vacate the public utility easement, and that it will not substantially affect the Pleasant View City General Plan, and that neither the public interest nor any person will be materially injured;

NOW THEREFORE, the Pleasant View City Council ordains that the existing street rights-of-way in a portion of the Weber View Subdivision, located approximately between Pleasant View Drive and 3275 North, 200 West and 325 West, are hereby vacated. Affected rights-of-way include those with frontage on lots 12-15 and 23-49. The existing platted roadways are proposed to be replaced with the approval and recordation of the Weber View Phase II Subdivision, as depicted in Exhibit A of this ordinance.

This Ordinance shall be effective upon adoption and recordation at Weber County.

Adopted and ordered published this 25th day of October 2022.

Pleasant View City

By _____
Steve Gibson, Mayor Pro Tem

ATTEST:

Laurie Hellstrom, Recorder

Council Member Arrington Voted _____
Council Member Gibson Voted _____
Council Member Marriott Voted _____
Council Member Nelsen Voted _____
Council Member Urry Voted _____

EXHIBIT A

NOTES:

- ALL REAR AND BOUNDARY CORNERS WILL BE SET WITH A 2" X 8" REBAR AND CAP MARKED "EDM". FRONT LOT CORNERS WILL BE MARKED AT THE EXTENSION OF THE LOT LINE WITH A COPPER RIVET IN THE TOP BACK OF A CURB.
- ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS THAT EXIST PER THE WEBER VIEW SUBDIVISION PLAT, LOTS 13 THROUGH 15 AND 24 THROUGH 46 WILL BE VACATED BY A SEPARATE CITY PROCESS.
- TITLE EXCEPTIONS 15 THROUGH 19 REMAIN AS LABELED ON THIS MAP.
- A SITE SPECIFIC GEOLOGIC HAZARD ASSESSMENT HAS BEEN CONDUCTED FOR THIS PROJECT BY IGES. IT IS IDENTIFIED BY PROJECT NUMBER 02058-133 AND IS DATED 08/31/2020. THIS REPORT IS ON FILE AT PLEASANT VIEW CITY. THE RECOMMENDATIONS IS THIS REPORT MUST BE FOLLOWED.
- PER PLEASANT VIEW CITY ORDINANCE 17-18-050 THIS PROJECT INCLUDES SLOPE SPECIAL REQUIREMENTS. THE REQUIREMENTS OF THIS SECTION MUST BE FOLLOWED.
- EACH LOT OWNER SHALL CONTROL WATER RUNNING OFF OF LOT ONTO ADJACENT PROPERTIES.
- PER IGES GEOLOGIC HAZARDS ASSESSMENT, LOTS 207 & 212-218 HAVE LOW TO MODERATE FLOOD HAZARDS. REFER TO THEIR REPORT FOR MORE INFORMATION.
- THE SNOW STORAGE EASEMENT AREA IS TO BE USED TO STOCK PILE SNOW FROM PLOWING. NO MAILBOXES, DRIVEWAYS, OR ABOVE-GROUND STRUCTURES SHALL BE LOCATED IN EASEMENT.
- THE TEMPORARY TURNAROUND EASEMENT IS TO BE USED FOR VEHICLES TO TURN AROUND UNTIL FUTURE DEVELOPMENT CONTINUES 3175 NORTH ROAD TO THE EAST. THERE SHALL BE NO MAILBOXES, DRIVEWAYS OR ABOVE GROUND STRUCTURES SHALL BE LOCATED WITHIN SAID TEMP. TURNAROUND EASEMENT.
- FOUNDATION DRAINS ARE REQUIRED FOR HOMES CONSTRUCTED ON LOTS 211-217. HOMEOWNERS SHALL BE RESPONSIBLE TO OWN AND MAINTAIN SUMP PUMP. SUMP PUMPS MAY NOT BE DISCHARGED TO THE SANITARY SEWER. IF CONNECTING TO THE STORM DRAIN SYSTEM, A PLEASANT VIEW CITY PERMIT IS REQUIRED.
- THE CUTOFF DRAIN EASEMENTS ARE TO THE BENEFIT OF ADJACENT LOTS AND ARE TO MAINTAINED BY EACH INDIVIDUAL LOT OWNER.
- LOTS 212, 213 AND 214 CONTAIN UNDOCUMENTED FILL UP TO 10' DEEP. SEE GEOTECHNICAL REPORT ON FILE WITH CITY FOR FOUNDATION PREPARATION REQUIREMENTS.
- LOTS 201-R THROUGH 218-R ARE CONSIDERED TO BE IN SENSITIVE LAND AREAS. A CONDITIONAL USE PERMIT IS REQUIRED PER CH. 18.38 OF PLEASANT VIEW CITY CODE PRIOR TO BUILDING.
- LOTS 201-206 HAVE A SEWER LATERAL EASEMENT IN FAVOR OF PLEASANT VIEW CITY TO TRANSFER WASTE FROM THE LOTS NORTH OF THIS SUBDIVISION.

TITLE EXCEPTIONS

EXCEPTION 15 AN EASEMENT OVER, ACROSS OR THROUGH THE LAND FOR PIPELINE AND INCIDENTAL PURPOSES, AS GRANTED TO PLEASANT VIEW CITY OF WEBER COUNTY, UTAH, A MUNICIPAL CORPORATION BY INSTRUMENT RECORDED SEPTEMBER 21, 1971 AS ENTRY NO. 557967 IN BOOK 976 AT PAGE 351 OF OFFICIAL RECORDS.

EXCEPTION 16 AN EASEMENT OVER, ACROSS OR THROUGH THE LAND FOR PIPELINE AND INCIDENTAL PURPOSES, AS GRANTED TO PLEASANT VIEW CITY OF WEBER COUNTY, UTAH, A MUNICIPAL CORPORATION BY INSTRUMENT RECORDED SEPTEMBER 21, 1971 AS ENTRY NO. 557968 IN BOOK 976 AT PAGE 352 OF OFFICIAL RECORDS.

EXCEPTION 17 AN EASEMENT OVER, ACROSS OR THROUGH THE LAND FOR PIPELINE AND INCIDENTAL PURPOSES, AS GRANTED TO PLEASANT VIEW CITY OF WEBER COUNTY, UTAH, A MUNICIPAL CORPORATION BY INSTRUMENT RECORDED SEPTEMBER 21, 1971 AS ENTRY NO. 557969 IN BOOK 976 AT PAGE 354 OF OFFICIAL RECORDS.

EXCEPTION 18 AN EASEMENT OVER, ACROSS OR THROUGH THE LAND FOR PIPELINE AND INCIDENTAL PURPOSES, AS GRANTED TO PLEASANT VIEW CITY OF WEBER COUNTY, UTAH, A MUNICIPAL CORPORATION BY INSTRUMENT RECORDED SEPTEMBER 21, 1971 AS ENTRY NO. 557970 IN BOOK 976 AT PAGE 355 OF OFFICIAL RECORDS.

EXCEPTION 19 AN EASEMENT OVER, ACROSS OR THROUGH THE LAND FOR PIPELINE AND INCIDENTAL PURPOSES, AS GRANTED TO PLEASANT VIEW CITY OF WEBER COUNTY, UTAH, A MUNICIPAL CORPORATION BY INSTRUMENT RECORDED SEPTEMBER 21, 1971 AS ENTRY NO. 557971 IN BOOK 976 AT PAGE 357 OF OFFICIAL RECORDS.

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	53.02	60.00	S78°47'04"W	51.32
C2	21.68	25.00	S78°18'25"W	21.00
C3	66.33	60.00	N44°13'35"W	63.01
C4	66.67	60.00	N19°16'36"E	63.29
C5	66.67	60.00	N82°56'19"E	63.29
C6	39.85	60.00	S46°12'07"E	39.12
C7	21.68	25.00	S52°00'47"E	21.00
C10	11.91	170.00	N2°09'15"E	11.91
C11	28.19	230.00	S3°39'31"W	28.18
C12	59.95	300.00	N5°34'41"W	59.85
C13	45.38	200.00	S6°38'49"W	45.28
C14	65.95	330.00	S5°34'41"E	65.84

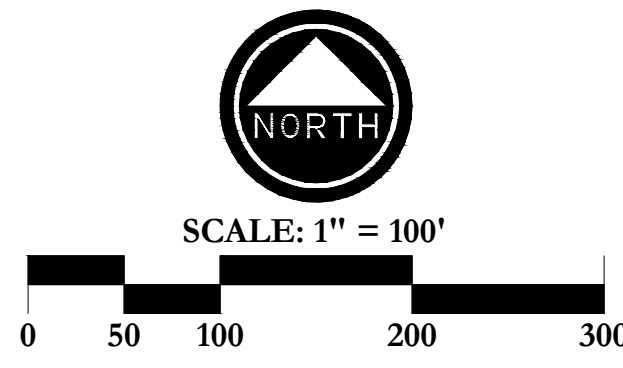
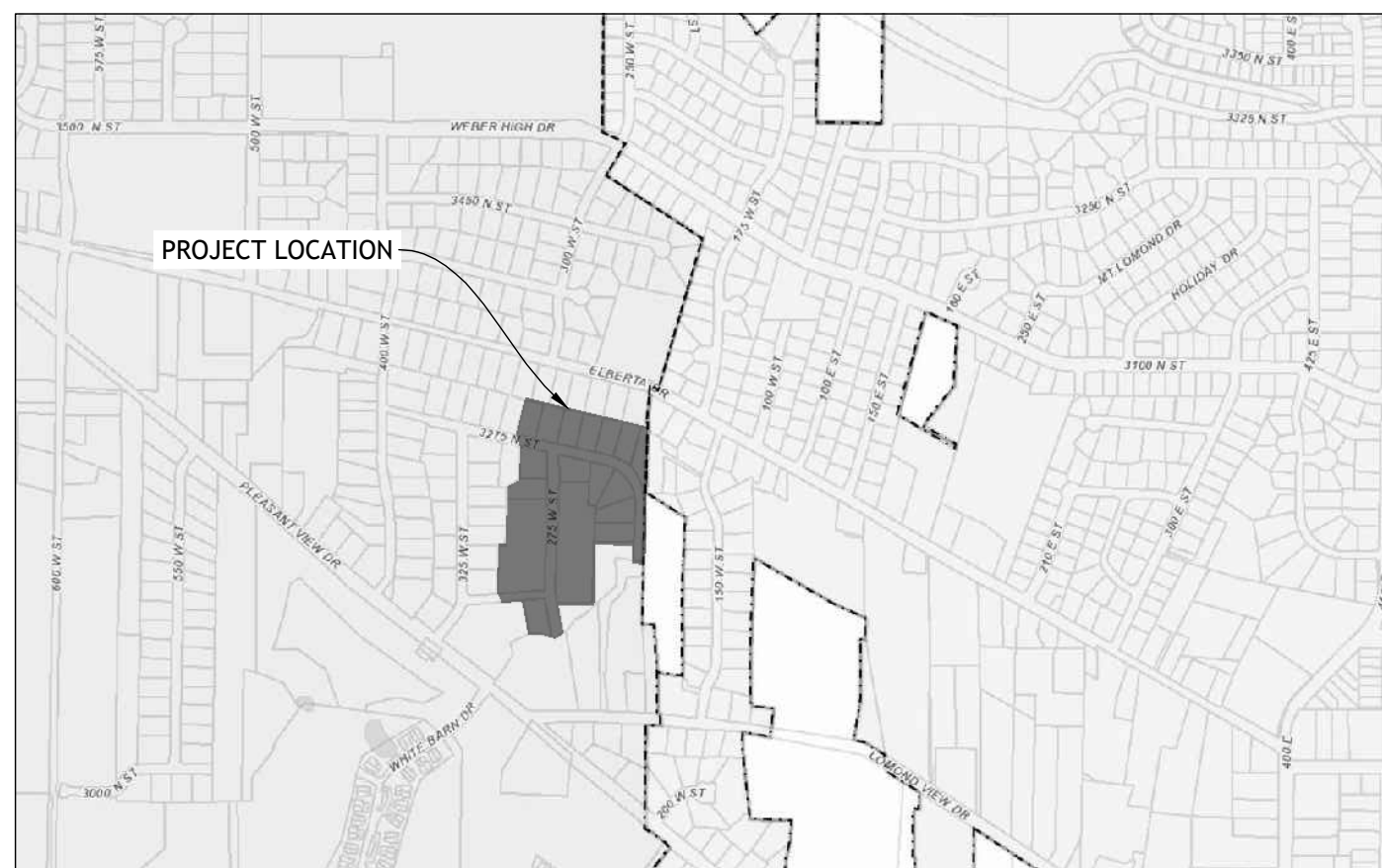
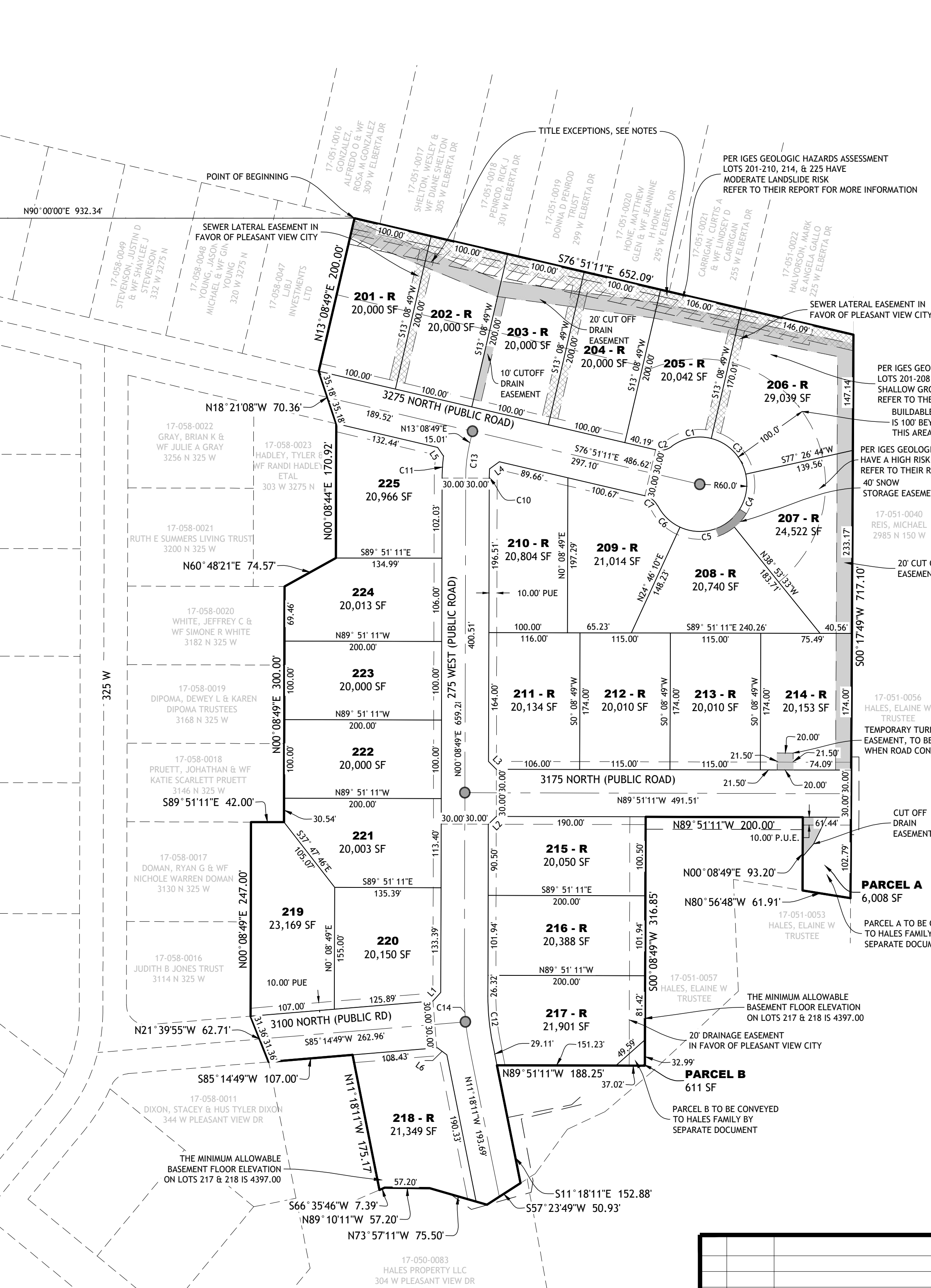
LINE TABLE		
LINE	LENGTH	BEARING
L1	14.73	S42°41'49"W
L2	14.14	N45°08'49"E
L3	14.14	N44°51'11"W
L4	15.21	N53°39'15"E
L5	13.39	S34°50'29"E

SW 1/4 CORNER
SECTION 29 T.7 N.,
R.1 W., S18B4
(FOUND 3" BRASS
MONUMENT, 1' BELOW
GROUND SURFACE)

NW 1/4 CORNER
SECTION 29 T.7 N.,
R.1 W., S18B4
(FOUND 3" BRASS
MONUMENT IN WELL)

WEBER VIEW PHASE II SUBDIVISION AMENDING WEBER VIEW SUBDIVISION

PARCEL NUMBERS 17-058-0040, 17-058-0015, 17-058-0030 AND 17-058-0013
LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF
SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, PLEASANT VIEW, WEBER COUNTY, UTAH



LEGEND	
	BOUNDARY LINE
	LOT LINE
	SECTION LINE
	CENTERLINE / MONUMENT LINE
	ADJACENT PROPERTY LINE
	SURVEY TIE LINE
	RIGHT OF WAY LINE
	EASEMENT LINE
	EXISTING EASEMENT
	SECTION CORNER (FOUND)
	SECTION CORNER (NOT FOUND)
	STREET MONUMENT TO BE SET

ACKNOWLEDGEMENT

ON THE _____ DAY OF _____ A.D., 20__, CHRISTOPHER P. GAMVROULAS PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF WEBER IN THE STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT OF IVORY DEVELOPMENT LLC AND THAT HE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC _____ COMMISSION NUMBER _____ SIGNATURE _____
A NOTARY PUBLIC COMMISSIONED IN THE STATE OF UTAH. COMMISSION EXPIRES _____

OWNER / DEVELOPER

IVORY DEVELOPMENT, LLC
978 EAST WOODOAK LANE
SALT LAKE CITY, UTAH 84117



2815 East 3300 South, Salt Lake City, UT 84109
(801) 305-4670 www.edmpartners.com

SURVEYOR'S CERTIFICATE

I, TYLER E. JENKINS, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NO.4938730 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN ON THIS PLAT ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS PLAT; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY; AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, PARCELS AND STREETS, HEREAFTER TO BE KNOWN AS:

WEBER VIEW PHASE II SUBDIVISION AMENDING WEBER VIEW SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND.



10/21/2022
FOR REVIEW ONLY
DO NOT RECORD

BOUNDARY DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; PLEASANT VIEW, WEBER COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 45 AS DESCRIBED IN THE WEBER VIEW SUBDIVISION PLAT ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN BOOK 12 OF PLATS AT PAGE 95 OF THE WEBER COUNTY RECORDER'S OFFICE, SAID POINT BEING 500°16'00"W 1430.53 FEET AND N90°00'00"E 932.34 FEET FROM THE FOUR NORTHWEST CORNER OF SAID SECTION 29, AND RUNNING THENCE S76°51'11"E 652.09 FEET; THENCE S00°17'49"W 717.10 FEET; THENCE N80°56'48"W 61.91 FEET; THENCE N00°08'49"E 93.20 FEET; THENCE N89°51'11"W 200.00 FEET; THENCE S00°08'49"W 316.85 FEET; THENCE N89°51'11"W 188.25 FEET; THENCE S11°18'11"E 152.88 FEET; THENCE S57°23'49"W 50.93 FEET; THENCE N73°57'11"W 75.50 FEET; THENCE N89°10'11"W 57.20 FEET; THENCE S66°35'46"W 7.39 FEET; THENCE N11°18'11"W 175.17 FEET; THENCE S85°14'49"W 107.00 FEET; THENCE N21°39'55"W 62.71 FEET; THENCE N00°08'49"E 247.00 FEET; THENCE S89°51'11"E 42.00 FEET; THENCE N00°08'49"E 300.00 FEET; THENCE N60°48'21"E 74.57 FEET; THENCE N00°08'44"E 170.92 FEET; THENCE N18°21'08"W 70.36 FEET; AND THENCE N13°08'49"E 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 15.31 ACRES IN AREA.

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS, PARCELS AND STREETS AS SHOWN ON THIS PLAT AND NAME SAID TRACT:

WEBER VIEW PHASE II SUBDIVISION AMENDING WEBER VIEW SUBDIVISION

AND HEREBY DEDICATE, GRANT AND CONVEY TO PLEASANT VIEW CITY, UTAH ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO GRANT AND DEDICATE A PERPETUAL EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED ON THE PLAT AS PUBLIC UTILITY EASEMENT AND MUNICIPAL UTILITY EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND MUNICIPAL UTILITY LINES, RESPECTIVELY, AND STORM DRAINAGE FACILITIES OR FOR THE PERPETUAL PRESERVATION OF WATER DRAINAGE CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY PLEASANT VIEW CITY, UTAH, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS. WE HEREBY DECLARE THAT THE PLAT NOTES SHOWN HEREON ARE EFFECTIVE AND BINDING. WE HEREBY DEDICATE, GRANT AND CONVEY TO PLEASANT VIEW CITY THE TEMPORARY TURN AROUND EASEMENT AS SHOWN HEREON, TO BE USED BY THE PUBLIC UNTIL SUCH TIME THAT THE ROAD IS EXTENDED. THE TEMPORARY TURN AROUND EASEMENTS SHALL BE REVOKED AND NULLIFIED AT THE EVENT OF THE EXTENSION OF THE ROAD WITHOUT FURTHER WRITTEN DOCUMENT AND THE ENCUMBERED LAND WITHIN THE AFFECTED PROPERTY SHALL BE RELEASED FOR THE FULL AND EXCLUSIVE USE AND BENEFIT OF THE PROPERTY OWNERS. REFER TO NOTES FOR DRAINAGE, CUTOFF DRAIN AND SEWER LATERAL EASEMENTS.

NAME: CHRISTOPHER P. GAMVROULAS
TITLE: PRESIDENT OF IVORY DEVELOPMENT

WEBER VIEW PHASE II SUBDIVISION AMENDING WEBER VIEW SUBDIVISION

PARCEL NUMBERS 17-058-0040, 17-058-0015, 17-058-0030 AND 17-058-0013
LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF
SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN,
PLEASANT VIEW, WEBER COUNTY, UTAH
OCTOBER 20__

SHEET 1 OF 1

RECORDED # _____

STATE OF UTAH, COUNTY OF WEBER, RECORDED AND FILED AT THE REQUEST
OF: _____
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

FEE _____

WEBER COUNTY RECORDER

CITY ENGINEER ACCEPTANCE OF PLAT

This plat has been reviewed by the City Engineer for general conformance with the requirements of the City's ordinances and the City's Development, Design, & Construction Standards. This version of the plat shall be used for recordation of the subdivision. The developer's surveyor, whose stamp appears on these drawings, is responsible for the platted information.

JONES AND ASSOCIATES
Consulting Engineers
By: Dana Q. Shuler Date: 10/24/2022
Dana Q. Shuler, PE

DATE _____ PLEASANT VIEW CITY ENGINEER

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ A.D.,
20__ BY THE PLEASANT VIEW CITY PLANNING
COMMISSION.

CHAIR, PLEASANT VIEW CITY PLANNING COMMISSION

PLEASANT VIEW CITY APPROVAL

PRESENTED TO PLEASANT VIEW CITY THIS
DAY OF _____ A.D., 20__ AT WHICH TIME
THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: _____ MAYOR

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

BOND AGREEMENT FOR COMPLETION OF IMPROVEMENTS

Weber View Subdivision

Affecting Weber County Parcels 17-058-0013, 17-058-0015, 17-058-0030, and 17-058-0040

This Bond Agreement for Completion of Improvements ("Agreement") is made this 25th day of October 2022 ("Effective Date"), by and between Pleasant View City, a municipal corporation of the State of Utah ("City"), and the undersigned owner (or soon to be owner) of real property located within the City (referred to in this Agreement as "Developer"). The City and Developer may also be referred to as Party or Parties within the agreement.

RECITALS

WHEREAS, City has granted Developer approvals for the construction of improvements for a site plan in Pleasant View City, Weber County, Utah. The site plan is known as Weber View ("Project"). Exhibit A delineates the site area. Project contains Weber County Parcel numbers listed above.

WHEREAS, Developer now desires to enter into this 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;

WHEREAS, Developer owns, or will soon own, legal title to the real property (the "Property") described on Exhibit A. Developer has filed, or soon will file, a request with the City for approval of a subdivision or PUD;

WHEREAS, Developer has requested that the City allow recording of the final plat of the Subdivision prior to construction and installation of the required public improvements (the "Improvements") on or adjacent to the Property in connection with the Subdivision. The Improvements and an engineer's estimated cost of completion are described on Exhibit B;

WHEREAS, The Parties intend to set forth herein their entire agreement regarding the Improvements, and to supersede hereby and to consolidate herein all of their prior negotiations and agreements, whether oral or written, regarding the same.

NOW, THEREFORE, in consideration of the recitals above, 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

Section 1. Developer's Completion and Warranty Obligations.

Developer irrevocably acknowledges its obligation to install the Improvements without cost to the City and hereby agrees to complete the installation of the Improvements in a good, workmanlike, lien-free manner within two (2) years after the date of this Agreement. Further, Developer hereby warrants that the Improvements will be free of defects, poor workmanship, or materials (normal wear and tear excepted) for a period of one (1) year after all of the Improvements have been installed and finally accepted by the City (the "Warranty").

Section 2. Repairs.

Developer and the City agree that all responsibility for repair and maintenance of the Improvements remains with Developer until all of the Improvements have been installed, inspected, and finally accepted by the City (collectively, "Installation/Acceptance") and the Warranty has expired.

Section 3. Letter of Credit.

To assure and guaranty (a) the satisfactory and timely Installation/Acceptance of the Improvements, and (b) the Warranty, Developer shall contemporaneously herewith deposit with the City an irrevocable letter of credit (referred to as the "Letter of Credit"), issued by Zions Bank ("Issuer"), in the principal amount of \$689,669.67, substantially in the form as set forth in Exhibit C. The amount of the Letter of Credit is the engineer's estimated cost of completion of the Improvements as set forth in Exhibit B. The letter of credit referenced extends for a period of one-year, with an option for extension with Zions Bank at the request of the Developer. If the entirety of improvements included in Exhibit B are not completed within eleven (11) months following the execution of this agreement and the letter of credit has not been extended with notice of such provided to the City, the City is authorized to withdraw and hold the total amount required to address all outstanding improvements. These remaining funds will be held by the City and released upon the completion and approval of the improvements in Exhibit B, subject to other terms and conditions of this agreement.

Section 4. Reduction of Letter of Credit.

In addition to the reduction with respect to the warranty described below, Developer may request a one-time reduction in the amount of the Letter of Credit if an element or elements of the Improvements (i.e., storm drain, roadway, parks and open space, and/or culinary and irrigation water) have been constructed to the satisfaction of the City. In such event, the amount of the Letter of Credit will be reduced by fifty percent (50%) of the amount identified with respect to such element or elements delineated on Exhibit B. Upon Installation/Acceptance of all the Improvements, the Letter of Credit shall be reduced to an amount equal to ten percent (10%) of the engineer's estimated cost of completion of the Improvements as set forth on Exhibit B. Further, if one (1) year after final Installation/Acceptance of the Improvements, the Improvements are then free of defects, normal

wear and tear excepted, the City will release the remaining amount of the Letter of Credit.

Section 5. Failure to Install Improvements/Failure of Warranty.

If (a) Installation/Acceptance of the Improvements has not occurred within two (2) years after the date of this Agreement, or (b) the Improvements are not free of defects (normal wear and tear excepted) for one (1) year after Installation/Acceptance, then the City may unilaterally (without consent or approval of any kind from Developer) at any time thereafter may demand and receive from the Issuer the (remaining or full) amount of the Letter of Credit (full or any amount). The City shall be deemed fully authorized (without further action or notice whatsoever) to use as much of the proceeds of the Letter of Credit as is required (in the City's sole opinion) to satisfactorily complete installation of the Improvements and/or to repair any defects therein, including (without limitation) the cost of any and all incidental construction, legal, administrative, or engineering fees or expenses incurred by the City to effect such work. Any balance of the proceeds of the Letter of Credit remaining after payment of all such costs, fees, and expenses, and a reasonable reserve, in an amount determined by the City, shall be paid to Developer. Notwithstanding the foregoing, prior to making a demand upon the Letter of Credit, the City agrees to provide Developer sixty (60) days' written notice of any defects or noncompliance in the Improvements and allow Developer to cure any such defect or noncompliance within such period.

Section 6. No Waiver or Estoppel.

This Agreement is irrevocable unless revoked by the mutual consent of Developer and the City. Neither this Agreement nor deposit of the Letter of Credit by Developer and the acceptance of the Letter of Credit or this Agreement by the City, shall constitute a waiver or estoppel by or against the City concerning the Improvements; nor shall any such matters in any way relieve Developer from the obligations to (a) timely achieve satisfactory Installation/Acceptance of the Improvements, or (b) fully perform under the Warranty, regardless of whether or not the Letter of Credit is adequate to pay for the satisfactory Installation/Acceptance of the Improvements or the satisfactory fulfillment of the Warranty. If the Letter of Credit is inadequate to pay for the cost of Improvements for whatever reason, Developer agrees to pay such deficiency independent of this Agreement, which amount may include any and all incidental construction, legal, administrative, or engineering fees or expenses incurred by the City to affect such work. Additionally, no further permits or approvals shall be issued with respect to the Subdivision or to the Developer until such deficiency is cured.

Section 7. Limitation on Issuer's Duties.

The Issuer of the Letter of Credit has no duty, responsibility, or liability whatsoever to affect the physical installation of the Improvements. Issuer's only duty hereunder is to hold and distribute the Letter of Credit in accordance with the terms and provisions of the Letter of Credit, provided, however, such Issuer shall be responsible and/or liable for disbursements of the Credit that occur

without the written direction of the City.

Section 8. **Inspection.**

The City shall have the right to inspect Improvements during construction. The Developer shall notify the City in writing when underground improvements are ready to be backfilled and agrees not to backfill such trenches or excavations until such underground improvements have been inspected by the City.

Section 9. **General Provisions.**

The following provisions are also an integral part of this Agreement:

(a) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable, or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

(e) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

(f) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, in lieu of, or a limitation of any other right, remedy, or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(h) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

(i) Attorneys' Fees. In the event any action or proceeding is brought by either party regarding this Agreement, the prevailing party shall be entitled to recover its costs, expert witness fees, and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, or on

appeal.

(j) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the respective addresses set forth herein or to such other address(es) as may be supplied by a party to the other from time to time in writing.

(k) Time of Essence. Time is the essence of this Agreement.

(l) Assignment. Developer may not assign or otherwise convey its rights or delegate its duties under this Agreement without the express written consent of the City.

(m) No Partnership. The City and Developer do not by this Agreement in any way or for any purpose become partners or joint venturers with each other.

(n) Benefit of Agreement. The benefits and protection provided by this Agreement shall inure solely to the City. The City shall not be liable for any claim or obligation of Developer. City may, in its sole and absolute discretion, interplead the funds from the Letter of Credit (full or any amount thereof) with a court pursuant to Utah R. Civ. P. 67 and Utah Code Ann. § 76-27-4.

(o) Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any such writings, shall be deemed to refer to and include the Agreement and all exhibits and writings.

(p) 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.

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

For Developer: Ivory Development
978 Woodoak Lane
Salt Lake City, UT 84117
skylart@ivorydevelopment.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.

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

1.1. Exhibit A – Site

1.2. Exhibit B – Engineer's Estimate

1.3. Exhibit C – Letter of Credit

2. **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

By: (Print name) _____
Its: (title) _____

FOR PLEASANT VIEW CITY

By: Leonard Call
Its: Mayor

Attest: _____
City Recorder

ACKNOWLEDGMENT OF DEVELOPER

STATE OF UTAH }
 §
COUNTY OF _____}

On the _____ day of _____, 20____, personally appeared before me
_____, who being by me duly sworn, did say that he/she is the
_____ of _____.

Witness my hand and official seal.

Notary Public signature

(Printed Name)

(seal)

**EXHIBIT A
SITE**

Weber County Parcels 17-058-0013, 17-058-0015, 17-058-0030, and 17-058-0040

NOTES:

- ALL REAR AND BOUNDARY CORNERS WILL BE SET WITH A 2" X 8" REBAR AND CAP MARKED "EDM". FRONT LOT CORNERS WILL BE MARKED AT THE EXTENSION OF THE LOT LINE WITH A COPPER RIVET IN THE TOP BACK OF A CURB.
- ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS THAT EXIST PER THE WEBER VIEW SUBDIVISION PLAT, LOTS 13 THROUGH 15 AND 24 THROUGH 46 WILL BE VACATED BY A SEPARATE CITY PROCESS.
- TITLE EXCEPTIONS 15 THROUGH 19 REMAIN AS LABELED ON THIS MAP.
- A SITE SPECIFIC GEOLOGIC HAZARD ASSESSMENT HAS BEEN CONDUCTED FOR THIS PROJECT BY IGES. IT IS IDENTIFIED BY PROJECT NUMBER 02058-133 AND IS DATED 08/31/2020. THIS REPORT IS ON FILE AT PLEASANT VIEW CITY. THE RECOMMENDATIONS IS THIS REPORT MUST BE FOLLOWED.
- PER PLEASANT VIEW CITY ORDINANCE 17-18-050 THIS PROJECT INCLUDES SLOPE SPECIAL REQUIREMENTS. THE REQUIREMENTS OF THIS SECTION MUST BE FOLLOWED.
- EACH LOT OWNER SHALL CONTROL WATER RUNNING OFF OF LOT ONTO ADJACENT PROPERTIES.
- PER IGES GEOLOGIC HAZARDS ASSESSMENT, LOTS 207 & 212-218 HAVE LOW TO MODERATE FLOOD HAZARDS. REFER TO THEIR REPORT FOR MORE INFORMATION.
- THE SNOW STORAGE EASEMENT AREA IS TO BE USED TO STOCK PILE SNOW FROM PLOWING. NO MAILBOXES, DRIVEWAYS, OR ABOVE-GROUND STRUCTURES SHALL BE LOCATED IN EASEMENT.
- THE TEMPORARY TURNAROUND EASEMENT IS TO BE USED FOR VEHICLES TO TURN AROUND UNTIL FUTURE DEVELOPMENT CONTINUES 3175 NORTH ROAD TO THE EAST. THERE SHALL BE NO MAILBOXES, DRIVEWAYS OR ABOVE GROUND STRUCTURES SHALL BE LOCATED WITHIN SAID TEMP. TURNAROUND EASEMENT.
- FOUNDATION DRAINS ARE REQUIRED FOR HOMES CONSTRUCTED ON LOTS 211-217. HOMEOWNERS SHALL BE RESPONSIBLE TO OWN AND MAINTAIN SUMP PUMP. SUMP PUMPS MAY NOT BE DISCHARGED TO THE SANITARY SEWER. IF CONNECTING TO THE STORM DRAIN SYSTEM, A PLEASANT VIEW CITY PERMIT IS REQUIRED.
- THE CUTOFF DRAIN EASEMENTS ARE TO THE BENEFIT OF ADJACENT LOTS AND ARE TO MAINTAINED BY EACH INDIVIDUAL LOT OWNER.
- LOTS 212, 213 AND 214 CONTAIN UNDOCUMENTED FILL UP TO 10' DEEP. SEE GEOTECHNICAL REPORT ON FILE WITH CITY FOR FOUNDATION PREPARATION REQUIREMENTS.
- LOTS 201-R THROUGH 218-R ARE CONSIDERED TO BE IN SENSITIVE LAND AREAS. A CONDITIONAL USE PERMIT IS REQUIRED PER CH. 18.38 OF PLEASANT VIEW CITY CODE PRIOR TO BUILDING.
- LOTS 201-206 HAVE A SEWER LATERAL EASEMENT IN FAVOR OF PLEASANT VIEW CITY TO TRANSFER WASTE FROM THE LOTS NORTH OF THIS SUBDIVISION.

TITLE EXCEPTIONS

EXCEPTION 15 AN EASEMENT OVER, ACROSS OR THROUGH THE LAND FOR PIPELINE AND INCIDENTAL PURPOSES, AS GRANTED TO PLEASANT VIEW CITY OF WEBER COUNTY, UTAH, A MUNICIPAL CORPORATION BY INSTRUMENT RECORDED SEPTEMBER 21, 1971 AS ENTRY NO. 557967 IN BOOK 976 AT PAGE 351 OF OFFICIAL RECORDS.

EXCEPTION 16 AN EASEMENT OVER, ACROSS OR THROUGH THE LAND FOR PIPELINE AND INCIDENTAL PURPOSES, AS GRANTED TO PLEASANT VIEW CITY OF WEBER COUNTY, UTAH, A MUNICIPAL CORPORATION BY INSTRUMENT RECORDED SEPTEMBER 21, 1971 AS ENTRY NO. 557968 IN BOOK 976 AT PAGE 352 OF OFFICIAL RECORDS.

EXCEPTION 17 AN EASEMENT OVER, ACROSS OR THROUGH THE LAND FOR PIPELINE AND INCIDENTAL PURPOSES, AS GRANTED TO PLEASANT VIEW CITY OF WEBER COUNTY, UTAH, A MUNICIPAL CORPORATION BY INSTRUMENT RECORDED SEPTEMBER 21, 1971 AS ENTRY NO. 557969 IN BOOK 976 AT PAGE 354 OF OFFICIAL RECORDS.

EXCEPTION 18 AN EASEMENT OVER, ACROSS OR THROUGH THE LAND FOR PIPELINE AND INCIDENTAL PURPOSES, AS GRANTED TO PLEASANT VIEW CITY OF WEBER COUNTY, UTAH, A MUNICIPAL CORPORATION BY INSTRUMENT RECORDED SEPTEMBER 21, 1971 AS ENTRY NO. 557970 IN BOOK 976 AT PAGE 355 OF OFFICIAL RECORDS.

EXCEPTION 19 AN EASEMENT OVER, ACROSS OR THROUGH THE LAND FOR PIPELINE AND INCIDENTAL PURPOSES, AS GRANTED TO PLEASANT VIEW CITY OF WEBER COUNTY, UTAH, A MUNICIPAL CORPORATION BY INSTRUMENT RECORDED SEPTEMBER 21, 1971 AS ENTRY NO. 557971 IN BOOK 976 AT PAGE 357 OF OFFICIAL RECORDS.

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	53.02	60.00	S78°47'04"W	51.32
C2	21.68	25.00	S78°18'25"W	21.00
C3	66.33	60.00	N44°13'35"W	63.01
C4	66.67	60.00	N19°16'36"E	63.29
C5	66.67	60.00	N82°56'19"E	63.29
C6	39.85	60.00	S46°12'07"E	39.12
C7	21.68	25.00	S52°00'47"E	21.00
C10	11.91	170.00	N2°09'15"E	11.91
C11	28.19	230.00	S3°39'31"W	28.18
C12	59.95	300.00	N5°34'41"W	59.85
C13	45.38	200.00	S6°38'49"W	45.28
C14	65.95	330.00	S5°34'41"E	65.84

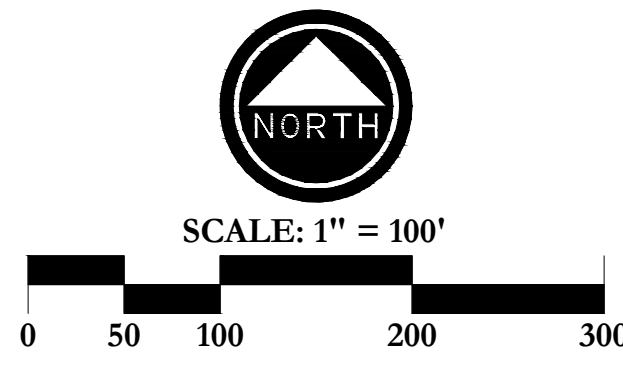
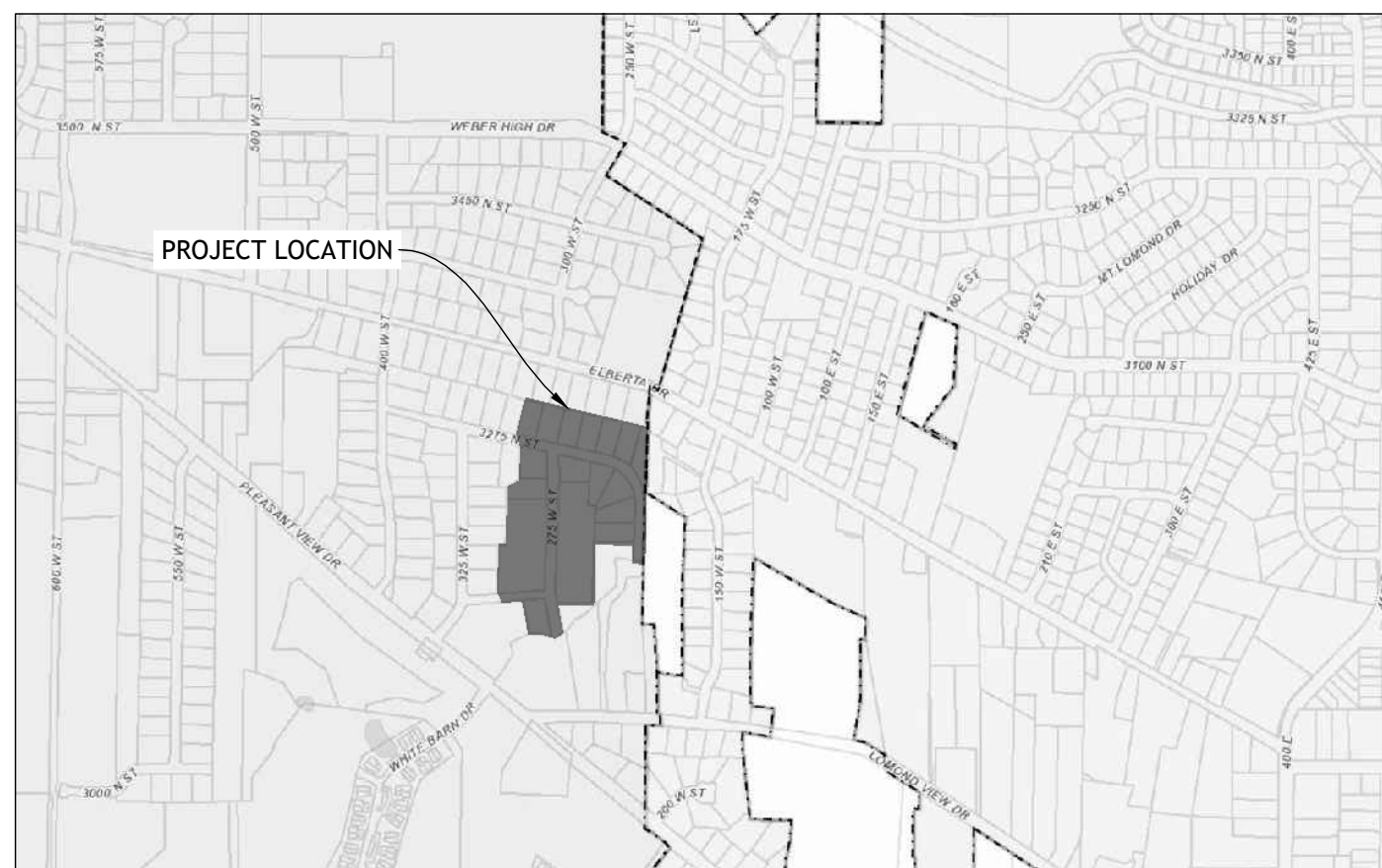
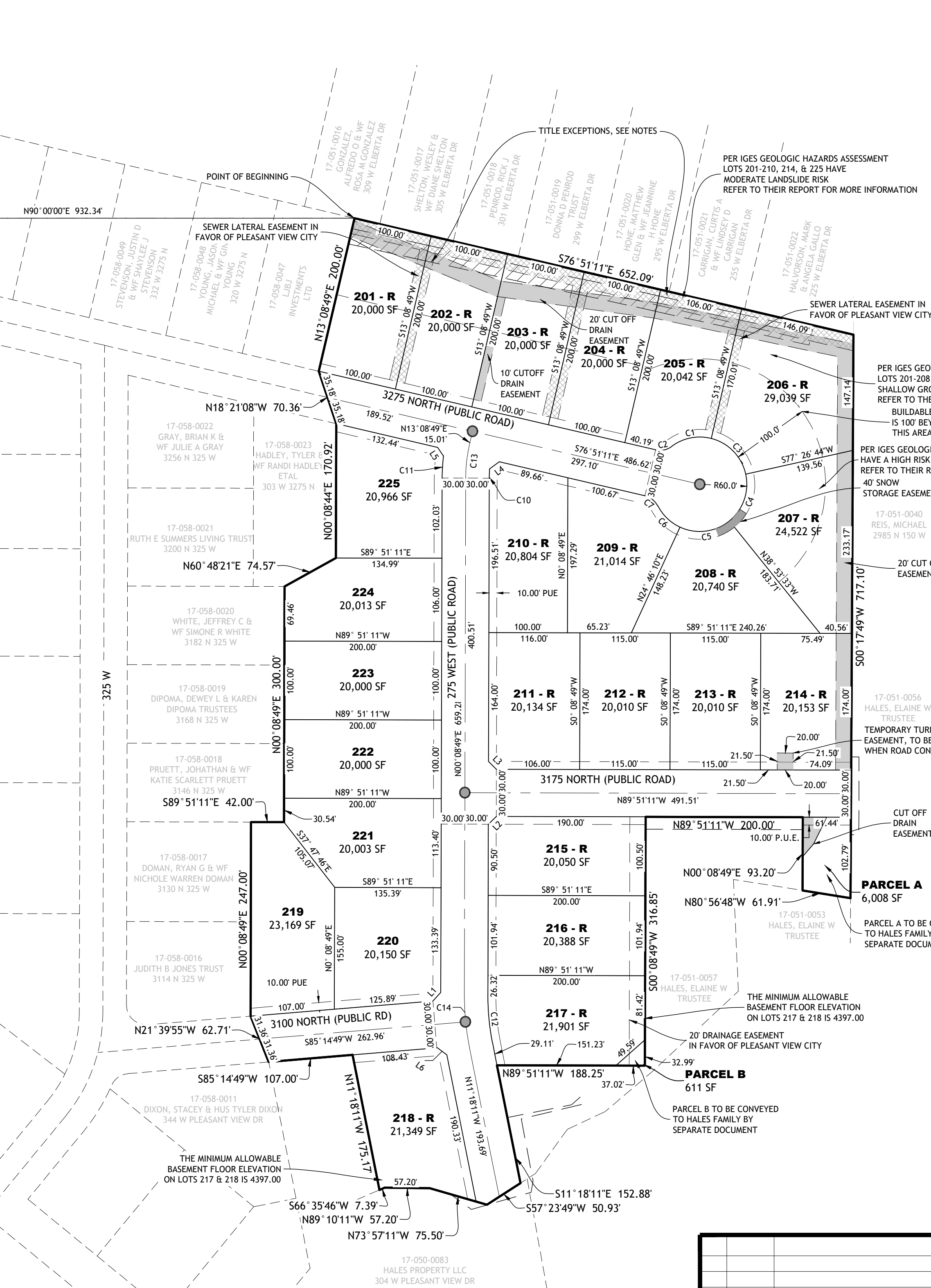
LINE TABLE		
LINE	LENGTH	BEARING
L1	14.73	S42°41'49"W
L2	14.14	N45°08'49"E
L3	14.14	N44°51'11"W
L4	15.21	N53°39'15"E
L5	13.39	S34°50'29"E

SW 1/4 CORNER
SECTION 29 T.7.N.,
R.1.W., S18B4
(FOUND 3" BRASS
MONUMENT, 1' BELOW
GROUND SURFACE)

NW 1/4 CORNER
SECTION 29 T.7.N.,
R.1.W., S18B4
(FOUND 3" BRASS
MONUMENT IN WELL)

WEBER VIEW PHASE II SUBDIVISION AMENDING WEBER VIEW SUBDIVISION

PARCEL NUMBERS 17-058-0040, 17-058-0015, 17-058-0030 AND 17-058-0013
LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF
SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, PLEASANT VIEW, WEBER COUNTY, UTAH



LEGEND	
	BOUNDARY LINE
	LOT LINE
	SECTION LINE
	CENTERLINE / MONUMENT LINE
	ADJACENT PROPERTY LINE
	SURVEY TIE LINE
	RIGHT OF WAY LINE
	EASEMENT LINE
	EXISTING EASEMENT
	SECTION CORNER (FOUND)
	SECTION CORNER (NOT FOUND)
	STREET MONUMENT TO BE SET

ACKNOWLEDGEMENT

ON THE _____ DAY OF _____ A.D., 20__, CHRISTOPHER P. GAMVROULAS PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF WEBER IN THE STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT OF IVORY DEVELOPMENT LLC AND THAT HE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC _____ COMMISSION NUMBER _____ SIGNATURE _____
A NOTARY PUBLIC COMMISSIONED IN THE STATE OF UTAH. COMMISSION EXPIRES _____

OWNER / DEVELOPER

IVORY DEVELOPMENT, LLC
978 EAST WOODOAK LANE
SALT LAKE CITY, UTAH 84117



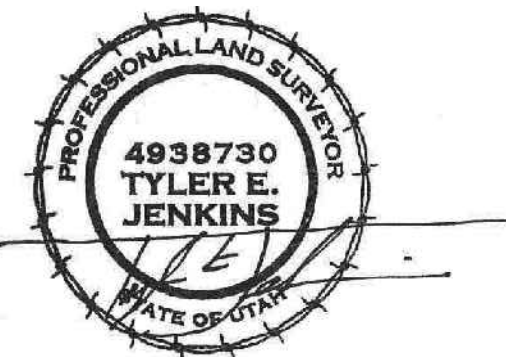
2815 East 3300 South, Salt Lake City, UT 84109
(801) 305-4670 www.edmpartners.com

SURVEYOR'S CERTIFICATE

I, TYLER E. JENKINS, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NO.4938730 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN ON THIS PLAT ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS PLAT; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY; AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, PARCELS AND STREETS, HEREAFTER TO BE KNOWN AS:

WEBER VIEW PHASE II SUBDIVISION AMENDING WEBER VIEW SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND.



10/21/2022
FOR REVIEW ONLY
DO NOT RECORD

BOUNDARY DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; PLEASANT VIEW, WEBER COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 45 AS DESCRIBED IN THE WEBER VIEW SUBDIVISION PLAT ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN BOOK 12 OF PLATS AT PAGE 95 OF THE WEBER COUNTY RECORDER'S OFFICE, SAID POINT BEING 500°16'00"W 1430.53 FEET AND N90°00'00"E 932.34 FEET FROM THE FOUR NORTHWEST CORNER OF SAID SECTION 29, AND RUNNING THENCE S76°51'11"E 652.09 FEET; THENCE S00°17'49"W 717.10 FEET; THENCE N80°56'48"W 61.91 FEET; THENCE N00°08'49"E 93.20 FEET; THENCE N89°51'11"W 200.00 FEET; THENCE S00°08'49"W 316.85 FEET; THENCE N89°51'11"W 188.25 FEET; THENCE S11°18'11"E 152.88 FEET; THENCE S57°23'49"W 50.93 FEET; THENCE N73°57'11"W 75.50 FEET; THENCE N89°10'11"W 57.20 FEET; THENCE S66°35'46"W 7.39 FEET; THENCE N11°18'11"W 175.17 FEET; THENCE S85°14'49"W 107.00 FEET; THENCE N21°39'55"W 62.71 FEET; THENCE N00°08'49"E 247.00 FEET; THENCE S89°51'11"E 42.00 FEET; THENCE N00°08'49"E 300.00 FEET; THENCE N60°48'21"E 74.57 FEET; THENCE N00°08'44"E 170.92 FEET; THENCE N18°21'08"W 70.36 FEET; AND THENCE N13°08'49"E 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 15.31 ACRES IN AREA.

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS, PARCELS AND STREETS AS SHOWN ON THIS PLAT AND NAME SAID TRACT:

WEBER VIEW PHASE II SUBDIVISION AMENDING WEBER VIEW SUBDIVISION

AND HEREBY DEDICATE, GRANT AND CONVEY TO PLEASANT VIEW CITY, UTAH ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO GRANT AND DEDICATE A PERPETUAL EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED ON THE PLAT AS PUBLIC UTILITY EASEMENT AND MUNICIPAL UTILITY EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND MUNICIPAL UTILITY LINES, RESPECTIVELY, AND STORM DRAINAGE FACILITIES OR FOR THE PERPETUAL PRESERVATION OF WATER DRAINAGE CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY PLEASANT VIEW CITY, UTAH, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS. WE HEREBY DECLARE THAT THE PLAT NOTES SHOWN HEREON ARE EFFECTIVE AND BINDING. WE HEREBY DEDICATE, GRANT AND CONVEY TO PLEASANT VIEW CITY THE TEMPORARY TURN AROUND EASEMENT AS SHOWN HEREON, TO BE USED BY THE PUBLIC UNTIL SUCH TIME THAT THE ROAD IS EXTENDED. THE TEMPORARY TURN AROUND EASEMENTS SHALL BE REVOKED AND NULLIFIED AT THE EVENT OF THE EXTENSION OF THE ROAD WITHOUT FURTHER WRITTEN DOCUMENT AND THE ENCUMBERED LAND WITHIN THE AFFECTED PROPERTY SHALL BE RELEASED FOR THE FULL AND EXCLUSIVE USE AND BENEFIT OF THE PROPERTY OWNERS. REFER TO NOTES FOR DRAINAGE, CUTOFF DRAIN AND SEWER LATERAL EASEMENTS.

NAME: CHRISTOPHER P. GAMVROULAS
TITLE: PRESIDENT OF IVORY DEVELOPMENT

WEBER VIEW PHASE II SUBDIVISION AMENDING WEBER VIEW SUBDIVISION

PARCEL NUMBERS 17-058-0040, 17-058-0015, 17-058-0030 AND 17-058-0013
LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF
SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN,
PLEASANT VIEW, WEBER COUNTY, UTAH
OCTOBER 20__

SHEET 1 OF 1

RECORDED # _____

STATE OF UTAH, COUNTY OF WEBER, RECORDED AND FILED AT THE REQUEST
OF: _____
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

FEE _____ WEBER COUNTY RECORDER

CITY ENGINEER ACCEPTANCE OF PLAT

This plat has been reviewed by the City Engineer for general conformance with the requirements of the City's ordinances and the City's Development, Design, & Construction Standards. This version of the plat shall be used for recordation of the subdivision. The developer's surveyor, whose stamp appears on these drawings, is responsible for the platted information.

JONES AND ASSOCIATES
Consulting Engineers
By: Dana Q. Shuler Date: 10/24/2022
Dana Q. Shuler, PE

DATE _____ PLEASANT VIEW CITY ENGINEER

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ A.D.,
20__ BY THE PLEASANT VIEW CITY PLANNING
COMMISSION.

CHAIR, PLEASANT VIEW CITY PLANNING COMMISSION

PLEASANT VIEW CITY APPROVAL

PRESENTED TO PLEASANT VIEW CITY THIS
DAY OF _____ A.D., 20__ AT WHICH TIME
THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: _____ MAYOR

EXHIBIT B
ENGINEER'S ESTIMATE

[Improvements and an engineer estimated cost of completion]

WEBER VIEW PHASE II SUBDIVISION

October 2022

IMPROVEMENT COMPLETION ASSURANCE SUMMARY



	TOTAL COST FOR IMPROVEMENTS	TOTAL COST REMAINING
CULINARY WATER SUBTOTAL	\$ 213,626.70	\$ -
SECONDARY WATER SUBTOTAL	193,737.90	30,000.00
SANITARY SEWER SUBTOTAL	353,867.50	31,204.00
STORM DRAIN SUBTOTAL	440,832.20	-
SITE & STREET IMPROVEMENTS SUBTOTAL	845,973.90	351,137.00
MISCELLANEOUS SUBTOTAL (Not subject to warranty)	85,493.00	49,436.00
TOTAL IMPROVEMENTS COST	\$ 2,133,531.20	\$ 461,777.00
5% CONTINGENCY	106,676.56	23,088.85
10% WARRANTY	204,803.82	204,803.82
TOTAL GUARANTEE AMOUNT		\$ 689,669.67

City Engineer Review & Recommendation

Dana Q. Shuler

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

City Engineer

10/21/2022

Date

WEBER VIEW PHASE II SUBDIVISION

COST ESTIMATE FOR IMPROVEMENT COMPLETION ASSURANCE SETUP

Ivory 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 8" C-900 DR-18 waterline	2,480	l.f.	\$ 35.45	\$ 87,916.00	2,480	-	\$ -
2	Furnish and install 8" gate valve	10	ea.	1,773.00	17,730.00	10	-	-
3	Furnish and install fire hydrant assembly	5	ea.	5,732.00	28,660.00	5	-	-
4	Connect new waterline to existing waterline	1	ea.	1,616.00	1,616.00	1	-	-
5	Hot tap	1	ea.	4,492.00	4,492.00	1	-	-
6	Temporary blow off	2	ea.	659.00	1,318.00	2	-	-
7	Blow off hydrant	1	ea.	3,203.00	3,203.00	1	-	-
8	Fittings and appurenances	1	l.s.	5,619.00	5,619.00	1	-	-
9	1" service connection	25	ea.	1,517.00	37,925.00	25	-	-
10	Testing	1	l.s.	1,768.00	1,768.00	1	-	-
11	Bedding	2,069	ton	11.30	23,379.70	2,069	-	-
CULINARY WATER SUBTOTAL					\$ 213,626.70			\$ -
SECONDARY WATER SYSTEM								
12	Connect new waterline to existing waterline	1	ea.	\$ 1,981.00	\$ 1,981.00	1	-	\$ -
13	Furnish and install 6" C-900 DR-18 waterline	2,700	l.f.	23.15	62,505.00	2,700	-	-
14	Furnish and install 6" gate valve	9	ea.	1,226.00	11,034.00	9	-	-
15	Temporary blow off	1	ea.	591.00	591.00	1	-	-
16	Blow off hydrant	4	ea.	3,050.00	12,200.00	4	-	-
17	Fittings and appurenances	1	ea.	5,982.00	5,982.00	1	-	-
18	Single service connection	3	ea.	2,163.00	6,489.00	3	-	-

NO.	LINE ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FOR IMPROVEMENTS	QUANTITY COMPLETE	QUANTITY REMAINING	TOTAL COST REMAINING
19	Double service connection	11	ea.	3,399.00	37,389.00	11	-	-
20	Meter and meter pit	25	ea.	1,200.00	30,000.00	0	25	30,000.00
21	4" pump drain	1	ea.	5,120.00	5,120.00	1	-	-
22	Testing	1	l.s.	1,768.00	1,768.00	1	-	-
23	Bedding	1,653	ea.	11.30	18,678.90	1,653	-	-
SECONDARY WATER SUBTOTAL					\$ 193,737.90			\$ 30,000.00

SANITARY SEWER SYSTEM

24	Connect to existing manhole	1	ea.	\$ 3,093.00	\$ 3,093.00	1	-	\$ -
25	Furnish and install 8" ASTM D-3034 SDR 35 sewer line	2,156	l.f.	29.20	62,955.20	2,156	-	-
26	Furnish and install 4' diameter manhole	5	ea.	3,301.00	16,505.00	5	-	-
27	Furnish and install 5' diameter manhole	3	ea.	4,021.00	12,063.00	3	-	-
28	Furnish and install 4" service	25	ea.	960.00	24,000.00	25	-	-
29	Furnish and install 4" lateral	1,022	l.f.	23.95	24,476.90	1,022	-	-
30	4" cleanout	16	ea.	365.00	5,840.00	16	-	-
31	Furnish and install 4" lateral (for back lots)	1,120	l.f.	23.95	26,824.00	0	1,120	26,824.00
32	4" cleanout (for backlots)	12	ea.	365.00	4,380.00	0	12	4,380.00
33	Testing	1	l.s.	3,630.00	3,630.00	1	-	-
34	Bedding	2,939	ton	19.00	55,841.00	2,939	-	-
35	Imported backfill	9,683	ton	11.80	114,259.40	9,683	-	-
SANITARY SEWER SUBTOTAL					\$ 353,867.50			\$ 31,204.00

STORM DRAIN SYSTEM

36	Furnish and install 15" RCP	1,336	l.f.	\$ 36.80	\$ 49,164.80	1,336	-	\$ -
37	Furnish and install 18" RCP	432	l.f.	40.40	17,452.80	432	-	-
38	Furnish and install cleanout box	4	ea.	4,103.00	16,412.00	4	-	-
39	Furnish and install inlet box	12	ea.	3,114.00	37,368.00	12	-	-

NO.	LINE ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FOR IMPROVEMENTS	QUANTITY COMPLETE	QUANTITY REMAINING	TOTAL COST REMAINING
40	Furnish and install control structure	1	ea.	12,163.00	12,163.00	1	-	-
41	Furnish and install R-tanks detention system	1	l.s.	134,784.00	134,784.00	1	-	-
42	Hydrodynamic separator	1.0	ea.	71,342.00	71,342.00	1.0	-	-
43	Bedding	589	ton	19.00	11,191.00	589	-	-
44	Imported backfill (5' wide x 6' cover avg)	472	ton	11.80	5,569.60	472	-	-
45	4" ADS cut off drain	1,200	l.f.	37.35	44,820.00	1,200	-	-
46	Gravel bedding	2,135	ton	19.00	40,565.00	2,135	-	-
STORM DRAIN SUBTOTAL					\$ 440,832.20			\$ -

SITE & STREET IMPROVEMENTS								
47	Lot grading	1	l.s.	\$ 12,743.00	\$ 12,743.00	1.00	-	\$ -
48	Site fill	15,857	ton	14.10	223,583.70	15,857.00	-	-
49	Clear and grub	1	l.s.	10,045.00	10,045.00	1.00	-	-
50	Asphalt, 3" thick	89,200	s.f.	1.45	129,340.00	-	89,200	129,340.00
51	Asphalt patch, 4" thick (3275 North)	2,850	s.f.	4.60	13,110.00	-	2,850	13,110.00
52	Sawcut and remove asphalt	2,850	s.f.	1.60	4,560.00	2,850	-	-
53	Sawcut stub road	1	l.s.	603.00	603.00	1	-	-
54	Remove asphalt on 3100 N	6,725	s.f.	1.20	8,070.00	6,725	-	-
55	Install UTBC, 6" thick	89,200	s.f.	0.60	53,520.00	89,200	-	-
56	Install granular borrow, 10" thick	89,200	s.f.	0.90	80,280.00	89,200	-	-
57	Install curb and gutter	4,394	l.f.	21.25	93,372.50	4,394	-	-
58	Remove and replace curb and gutter	187	l.f.	43.10	8,059.70	187	-	-
59	Construction sidewalk, 5' wide	4,320	l.f.	37.00	159,840.00	-	4,320	159,840.00
60	Remove and replace waterway	260	s.f.	22.40	5,824.00	-	260	5,824.00
61	Construct ADA ramps	6	ea.	945.00	5,670.00	-	6	5,670.00
62	Collar manhole	15	ea.	425.00	6,375.00	-	15	6,375.00
63	Collar valve	30	ea.	375.00	11,250.00	-	30	11,250.00
64	Construct survey monument	4	ea.	572.00	2,288.00	-	4	2,288.00

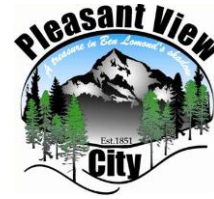
NO.	LINE ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FOR IMPROVEMENTS	QUANTITY COMPLETE	QUANTITY REMAINING	TOTAL COST REMAINING
65	Construct snake pit collar	5	ea.	368.00	1,840.00	-	5	1,840.00
66	Furnish and install street light electrical conduit	600	l.f.	20.00	12,000.00	-	600	12,000.00
67	Furnish and install street light junction/disconnect boxes	8	ea.	450.00	3,600.00	-	8	3,600.00
SITE & STREET IMPROVEMENTS SUBTOTAL					\$ 845,973.90			\$ 351,137.00

MISCELLANEOUS (not included in guarantee)								
68	Mobilization	1	l.s.	\$ 7,877.00	\$ 7,877.00	1.00	-	\$ -
69	Prepare and implement SWPPP and temporary controls	1	l.s.	21,037.00	21,037.00	1.00	-	-
70	Traffic control	1	l.s.	1,891.00	1,891.00	1.00	-	-
71	Materials and compaction testing	1	l.s.	5,252.00	5,252.00	1.00	-	-
72	Street light - residential (paid for by developer, installed by City)	1	ea.	5,200.00	5,200.00	-	1	5,200.00
73	Street light - intersection (paid for by developer, installed by City)	3	ea.	4,000.00	12,000.00	-	3	12,000.00
74	Street signs (paid for by developer, installed by City)	5	ea.	500.00	2,500.00	-	5	2,500.00
74	Seal coat (paid for by developer, installed by City)	9,912	s.y.	3.00	29,736.00	-	9,912	29,736.00
MISCELLANEOUS SUBTOTAL					\$ 85,493.00			\$ 49,436.00

PROJECT TOTAL = \$2,133,531.20 REMAINING TOTAL = \$ 461,777.00

EXHIBIT C
TO BOND AGREEMENT FOR
COMPLETION OF IMPROVEMENTS

[LETTER OF CREDIT]
(CANNOT EXPIRE BEFORE 12 MONTHS FROM THE
DATE OF THIS AGREEMENT IF LETTER OF CREDIT AUTOMATICALLY RENEWS OR 36 MONTHS
FROM THE DATE OF THIS AGREEMENT)



MEMORANDUM

To: Pleasant View City

From: Dana Q. Shuler, P.E.
City Engineer's Office
Jones & Associates Consulting Engineers

RE: **Final Plat Subdivision Review**
Peakview Plaza PUD

Date: October 19, 2022

The following is a report of the current status of the project and all requirements:

1. The following item was received on October 14, 2022 and is currently under review from the Development Review Committee (DRC):
 - a. Subdivision final PUD plat with water line easement
2. The following items have been received/approved:
 - a. Improvement Plans (approved)
 - b. Plat (approved)
 - c. Pineview inclusion letter (approved)
 - d. Storm water detention and LID (approved under Rush site plan)
 - e. Long-term storm water management agreement (received)
 - f. CC&Rs (received)
3. The following items are still outstanding:
 - a. UDOT Access Permit
 - b. UDOT Future Cross Access Agreement
<https://drive.google.com/file/d/1WR4jYvo2ccKSwAfHPvpzEckvnnCLtd5p/view>
4. The following items are required prior to final subdivision approval (City Council):
 - a. Improvements guarantee agreement
5. Final plat and Improvements guarantee agreement must go to City Council for approval.
6. Deadline to have all final approval items (see item 5 above) and escrow posted is the Thursday (noon) prior to City Council meeting. Notice shall be given at least one week in advance of desired City Council meeting.

7. The following items are required to be recorded concurrently:
 - a. Subdivision plat approved by City Council
 - b. Improvements guarantee agreement approved by City Council
 - c. Final CC&Rs
 - d. Future cross-access agreement (executed by both developer and UDOT)
 - e. Long-term storm water management agreement

No work may commence on the site (other than prior approved Rush improvement) until:

1. Plans are approved;
2. A preconstruction meeting is held;
3. Pleasant View City Storm Water Construction Activity Permit application, complete with full SWPPP and NOI, is submitted; and
4. Provide traffic control plan prior to pre-construction meeting.

If you have any questions, please feel free to contact me.

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

BOND AGREEMENT FOR COMPLETION OF IMPROVEMENTS

Peak View Plaza PUD

Affecting Weber County Parcel 17-063-0075

This Bond Agreement for Completion of Improvements ("Agreement") is made this 25th day of October 2022 ("Effective Date"), by and between Pleasant View City, a municipal corporation of the State of Utah ("City"), and the undersigned owner (or soon to be owner) of real property located within the City (referred to in this Agreement as "Developer"). The City and Developer may also be referred to as Party or Parties within the agreement.

RECITALS

WHEREAS, City has granted Developer approvals for the construction of improvements for a site plan in Pleasant View City, Weber County, Utah. The site plan is known as Peak View Plaza ("Project"). Exhibit A delineates the site area. Project contains Weber County Parcel numbers listed above.

WHEREAS, Developer now desires to enter into this 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;

WHEREAS, Developer owns, or will soon own, legal title to the real property (the "Property") described on Exhibit A. Developer has filed, or soon will file, a request with the City for approval of a subdivision or PUD;

WHEREAS, Developer has requested that the City allow recording of the final plat of the Subdivision prior to construction and installation of the required public improvements (the "Improvements") on or adjacent to the Property in connection with the Subdivision. The Improvements and an engineer's estimated cost of completion are described on Exhibit B;

WHEREAS, The Parties intend to set forth herein their entire agreement regarding the Improvements, and to supersede hereby and to consolidate herein all of their prior negotiations and agreements, whether oral or written, regarding the same.

NOW, THEREFORE, in consideration of the recitals above, 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

Section 1. Developer's Completion and Warranty Obligations.

Developer irrevocably acknowledges its obligation to install the Improvements without cost to the City and hereby agrees to complete the installation of the Improvements in a good, workmanlike, lien-free manner within two (2) years after the date of this Agreement. Further, Developer hereby warrants that the Improvements will be free of defects, poor workmanship, or materials (normal wear and tear excepted) for a period of one (1) year after all of the Improvements have been installed and finally accepted by the City (the "Warranty").

Section 2. Repairs.

Developer and the City agree that all responsibility for repair and maintenance of the Improvements remains with Developer until all of the Improvements have been installed, inspected, and finally accepted by the City (collectively, "Installation/Acceptance") and the Warranty has expired.

Section 3. Letter of Credit.

To assure and guaranty (a) the satisfactory and timely Installation/Acceptance of the Improvements, and (b) the Warranty, Developer shall contemporaneously herewith deposit with the City an irrevocable letter of credit (referred to as the "Letter of Credit"), issued by **BANK** ("Issuer"), in the principal amount of \$911,076.29, substantially in the form as set forth in Exhibit C. The amount of the Letter of Credit is the engineer's estimated cost of completion of the Improvements as set forth in Exhibit B. The letter of credit referenced extends for a period of one-year, with an option for extension with Wells Fargo Bank at the request of the Developer. If the entirety of improvements included in Exhibit B are not completed within eleven (11) months following the execution of this agreement and the letter of credit has not been extended with notice of such provided to the City, the City is authorized to withdraw and hold the total amount required to address all outstanding improvements. These remaining funds will be held by the City and released upon the completion and approval of the improvements in Exhibit B, subject to other terms and conditions of this agreement.

Section 4. Reduction of Letter of Credit.

In addition to the reduction with respect to the warranty described below, Developer may request a one-time reduction in the amount of the Letter of Credit if an element or elements of the Improvements (i.e., storm drain, roadway, parks and open space, and/or culinary and irrigation water) have been constructed to the satisfaction of the City. In such event, the amount of the Letter of Credit will be reduced by fifty percent (50%) of the amount identified with respect to such element or elements delineated on Exhibit B. Upon Installation/Acceptance of all the Improvements, the Letter of Credit shall be reduced to an amount equal to ten percent (10%) of the engineer's estimated cost of completion of the Improvements as set forth on Exhibit B. Further, if one (1) year after final Installation/Acceptance of the Improvements, the Improvements are then free of defects, normal

wear and tear excepted, the City will release the remaining amount of the Letter of Credit.

Section 5. Failure to Install Improvements/Failure of Warranty.

If (a) Installation/Acceptance of the Improvements has not occurred within two (2) years after the date of this Agreement, or (b) the Improvements are not free of defects (normal wear and tear excepted) for one (1) year after Installation/Acceptance, then the City may unilaterally (without consent or approval of any kind from Developer) at any time thereafter may demand and receive from the Issuer the (remaining or full) amount of the Letter of Credit (full or any amount). The City shall be deemed fully authorized (without further action or notice whatsoever) to use as much of the proceeds of the Letter of Credit as is required (in the City's sole opinion) to satisfactorily complete installation of the Improvements and/or to repair any defects therein, including (without limitation) the cost of any and all incidental construction, legal, administrative, or engineering fees or expenses incurred by the City to effect such work. Any balance of the proceeds of the Letter of Credit remaining after payment of all such costs, fees, and expenses, and a reasonable reserve, in an amount determined by the City, shall be paid to Developer. Notwithstanding the foregoing, prior to making a demand upon the Letter of Credit, the City agrees to provide Developer sixty (60) days' written notice of any defects or noncompliance in the Improvements and allow Developer to cure any such defect or noncompliance within such period.

Section 6. No Waiver or Estoppel.

This Agreement is irrevocable unless revoked by the mutual consent of Developer and the City. Neither this Agreement nor deposit of the Letter of Credit by Developer and the acceptance of the Letter of Credit or this Agreement by the City, shall constitute a waiver or estoppel by or against the City concerning the Improvements; nor shall any such matters in any way relieve Developer from the obligations to (a) timely achieve satisfactory Installation/Acceptance of the Improvements, or (b) fully perform under the Warranty, regardless of whether or not the Letter of Credit is adequate to pay for the satisfactory Installation/Acceptance of the Improvements or the satisfactory fulfillment of the Warranty. If the Letter of Credit is inadequate to pay for the cost of Improvements for whatever reason, Developer agrees to pay such deficiency independent of this Agreement, which amount may include any and all incidental construction, legal, administrative, or engineering fees or expenses incurred by the City to affect such work. Additionally, no further permits or approvals shall be issued with respect to the Subdivision or to the Developer until such deficiency is cured.

Section 7. Limitation on Issuer's Duties.

The Issuer of the Letter of Credit has no duty, responsibility, or liability whatsoever to affect the physical installation of the Improvements. Issuer's only duty hereunder is to hold and distribute the Letter of Credit in accordance with the terms and provisions of the Letter of Credit, provided, however, such Issuer shall be responsible and/or liable for disbursements of the Credit that occur

without the written direction of the City.

Section 8. **Inspection.**

The City shall have the right to inspect Improvements during construction. The Developer shall notify the City in writing when underground improvements are ready to be backfilled and agrees not to backfill such trenches or excavations until such underground improvements have been inspected by the City.

Section 9. **General Provisions.**

The following provisions are also an integral part of this Agreement:

(a) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable, or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

(e) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

(f) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, in lieu of, or a limitation of any other right, remedy, or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(h) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

(i) Attorneys' Fees. In the event any action or proceeding is brought by either party regarding this Agreement, the prevailing party shall be entitled to recover its costs, expert witness fees, and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, or on

appeal.

(j) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the respective addresses set forth herein or to such other address(es) as may be supplied by a party to the other from time to time in writing.

(k) Time of Essence. Time is the essence of this Agreement.

(l) Assignment. Developer may not assign or otherwise convey its rights or delegate its duties under this Agreement without the express written consent of the City.

(m) No Partnership. The City and Developer do not by this Agreement in any way or for any purpose become partners or joint venturers with each other.

(n) Benefit of Agreement. The benefits and protection provided by this Agreement shall inure solely to the City. The City shall not be liable for any claim or obligation of Developer. City may, in its sole and absolute discretion, interplead the an funds from the Letter of Credit (full or any amount thereof) with a court pursuant to Utah R. Civ. P. 67 and Utah Code Ann. § 76-27-4.

(o) Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any such writings, shall be deemed to refer to and include the Agreement and all exhibits and writings.

(p) 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.

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

For Developer: Dave Laloli
 ADDRESS
 CITY, UT 84404
 dave@ipaveutah.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.

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

1.1. Exhibit A – Site

1.2. Exhibit B – Engineer's Estimate

1.3. Exhibit C – Letter of Credit

2. **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

By: (Print name) _____

Its: (title) _____

FOR PLEASANT VIEW CITY

By: (name) _____

Its: Mayor

Attest: _____
City Recorder

ACKNOWLEDGMENT OF DEVELOPER

STATE OF UTAH }
 §
COUNTY OF _____}

On the _____ day of _____, 20____, personally appeared before me
_____, who being by me duly sworn, did say that he/she is the
_____ of _____.

Witness my hand and official seal.

Notary Public signature

(Printed Name)

(seal)

**EXHIBIT A
SITE**

Weber County Parcel 17-063-0075

PEAKVIEW PLAZA PUD

A PLANNED UNIT DEVELOPMENT

PLEASANT VIEW CITY, WEBER COUNTY, UTAH

A PART OF THE NORTHEAST QUARTER OF SECTION 31, AND THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.
JANUARY 2022

CITY ENGINEER ACCEPTANCE OF PLAT

This plat has been reviewed by the City Engineer for general conformance with the requirements of the City's ordinances and the City's Development, Design, & Construction Standards. This version of the plat shall be used for recordation of the subdivision. The developer's surveyor, whose stamp appears on these drawings, is responsible for the platted information.

JONES AND ASSOCIATES
Consulting Engineers

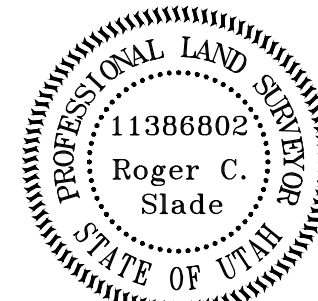
By: Dana Q. Shuler Date: 10/13/2022
Dana Q. Shuler, PE

SURVEYOR'S CERTIFICATE

I, ROGER C. SLADE, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND HAVE HEREBY SUBDIVIDED SAID TRACT INTO SEVEN (7) LOTS, KNOWN HEREFTER AS PEAKVIEW PLAZA PUD LOCATED IN PLEASANT VIEW CITY, WEBER COUNTY, UTAH, AND HAS BEEN CORRECTLY DRAWN TO THE DESIGNATED SCALE AND IS TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE WEBER COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND.

SIGNED THIS _____ DAY OF _____, 2022.

ROGER C. SLADE, P.L.S.
UTAH LAND SURVEYOR LICENCE NO. 11386802



SUBDIVISION BOUNDARY DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 31 AND A PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF 2700 NORTH STREET, ALSO BEING IN THE NORTHERLY PROJECTION OF AN EXISTING FENCE LINE LOCATED 654.54 FEET NORTH 89°28'37" WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER AND 383.90 FEET SOUTH 00°27'00" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 31;

RUNNING THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE EASTERLY TO THE LEFT ALONG THE ARC OF A 8143.82 FOOT RADIUS CURVE, A DISTANCE OF 850.13 FEET, CHORD BEARS SOUTH 83°33'29" EAST 849.75 FEET, HAVING A CENTRAL ANGLE OF 05°58'52" (TO A POINT DESCRIBED OF RECORD AS THE WEST LINE OF PARCEL 2 AS SHOWN IN RECORD OF SURVEY NO. 03999); THENCE SOUTH 01°09'10" WEST 464.15 FEET (464.17 FEET BY RECORD) TO THE NORTH RIGHT-OF-WAY LINE OF 2550 NORTH STREET; THENCE NORTH 88°53'30" WEST 839.46 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO AN EXISTING FENCE LINE; THENCE NORTH 00°27'00" EAST 543.18 FEET ALONG SAID EXISTING FENCE LINE TO THE POINT OF BEGINNING. CONTAINING 9.59 ACRES.

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVE ADJUSTED THE LOT LINES OF THE TWO EXISTING PARCELS INTO THE SEVEN LOTS AND COMMON AREA AS SHOWN HEREON AND NAME SAID TRACT PEAKVIEW PLAZA PUD, AND HEREBY DEDICATE TO PLEASANT VIEW CITY THE TWENTY (20') FOOT WIDE WATERLINE EASEMENT AS SHOWN HEREON. WE ALSO HEREBY DEDICATE THE STORM DRAINAGE EASEMENT AS WELL AS THE INTERNAL STREETS, IDENTIFIED AS COMMON AREA AS SHOWN HEREON TO THE PEAKVIEW PLAZA PROPERTY OWNER'S ASSOCIATION AS COMMON AREA. SAID COMMON AREA IS HEREBY DEDICATED AS A PUBLIC UTILITY EASEMENT (PUE) AND MUNICIPAL UTILITY EASEMENT (MUE). THE PROPERTY OWNER'S ASSOCIATION IS RESPONSIBLE FOR THE MAINTENANCE OF THE STORM DRAINAGE POND (EASEMENT), THE INTERNAL PRIVATE STREETS, AND ANY COMMON UTILITIES THAT SERVE MORE THAN ONE ENTITY OF THE DEVELOPMENT EXCEPT CULINARY WATER AND SANITARY SEWER, WHICH ARE OWNED AND MAINTAINED BY PLEASANT VIEW CITY. EACH LOT IS TO HAVE THEIR OWN ON-LOT PARKING, HOWEVER CROSS ACCESS AND CROSS PARKING ALLOWANCES ARE AFFORDED ON ALL THE LOTS ALLOWING SPILL OVER PARKING ON OTHER FUTURE LOTS.

WE DEDICATE THE TEN (10) FOOT PUBLIC UTILITY EASEMENTS AND CORRESPONDING TEN (10) FOOT MUNICIPAL UTILITY EASEMENTS ALONG THE WEST, SOUTH, AND EAST LINES, AS WELL AS THE TWENTY (20) FOOT PUBLIC UTILITY EASEMENT ALONG THE NORTH LINE OF SITE, TO PLEASANT VIEW CITY AND THE PUBLIC. SAID PUBLIC UTILITY EASEMENTS ALSO ENCOMPASS PROVISION FOR DRAINAGE AND IRRIGATION/SECONDARY WATER PURPOSES, AND MAY BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF ALL PUBLIC OR PRIVATE UTILITIES AS AUTHORIZED BY THE CITY. COMMON AREA (OTHER THAN DETENTION POND) SHALL BE DEDICATED AS CROSS ACCESS EASEMENT. THE PLAT NOTES SHOWN HEREON ARE HEREBY DECLARED EFFECTIVE AND BINDING.

JAYSON ADAM, MANAGING MEMBER OF ALS DEVELOPMENT, LLC

DATE:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF WEBER)

ON THIS _____ DAY OF _____, 2022, PERSONALLY APPEARED BEFORE ME, JAYSON ADAM, MANAGING MEMBER OF ALS DEVELOPMENT, LLC, A UTAH LIMITED LIABILITY COMPANY ("LLC"), WHICH LLC IS THE OWNER OF THE REAL PROPERTY LISTED HEREIN, AND EXECUTED THE FOREGOING INSTRUMENT AS THE MANAGING MEMBER OF THE LLC, AND THAT SAID AUTHORIZATION TO SIGN ON BEHALF OF THE LLC CAME PURSUANT TO A RESOLUTION OF THE MANAGERS, THE CERTIFICATE OF ORGANIZATION, AND/OR THE OPERATING AGREEMENT OF THE LLC.

NOTARY PUBLIC

NARRATIVE

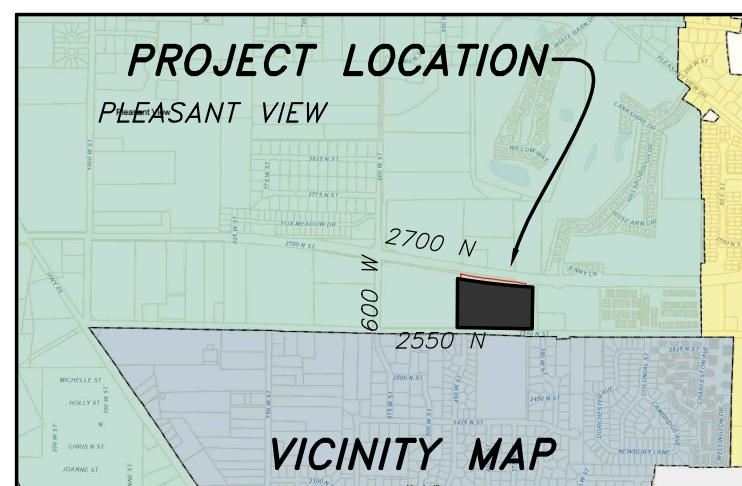
THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH AND SET THE PROPERTY CORNERS OF THE SEVEN LOT SUBDIVISION AS SHOWN AND DESCRIBED HEREON. THIS SURVEY WAS ORDERED BY JAYSON ADAM. THE CONTROL USED TO ESTABLISH THE PROPERTY CORNERS WAS THE EXISTING WEBER COUNTY SURVEYOR MONUMENTATION SURROUNDING SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST, S.L.B.&M.

THE BASIS OF BEARING IS THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION WHICH BEARS NORTH 89°28'37" WEST, UTAH NORTH, STATE PLANE, CALCULATED N.A.D.83 BEARING.

DEVELOPER:
JAYSON ADAM
(801) 866-3873

COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
_____ FILED FOR RECORD AND
RECORDED _____, AT
_____ IN BOOK _____ OF OFFICIAL
RECORDS, PAGE _____
COUNTY RECORDER
BY _____
DEPUTY



PARCEL CURVE DATA					
SEGMENT	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	160.03'	8143.82'	1°07'33"	160.03'	S81°07'49"E
C2	65.77'	500.00'	7°32'12"	65.72'	S04°52'36"W
C3	68.47'	520.50'	7°32'12"	68.42'	S04°52'36"W
C4	73.39'	152.92'	27°29'52"	72.69'	N22°23'38"E
C5	63.07'	479.50'	7°32'12"	63.03'	N04°52'36"E
C6	43.20'	173.42'	14°16'23"	43.09'	S15°46'54"W
C7	132.76'	8143.82'	0°56'03"	132.76'	S82°09'37"E
C8	40.50'	132.42'	17°31'29"	40.34'	N17°24'27"E
C9	22.14'	17.50'	72°28'31"	20.69'	N62°24'27"E
C10	31.47'	231.50'	7°47'23"	31.45'	S86°06'18"E
C11	37.72'	250.00'	8°38'42"	37.69'	S85°40'39"E
C12	40.51'	268.50'	8°38'42"	40.47'	S85°40'39"E
C13	56.50'	518.50'	6°14'38"	56.48'	S86°52'41"E
C14	54.49'	500.00'	6°14'38"	54.46'	S86°52'41"E
C15	52.47'	481.50'	6°14'38"	52.45'	S86°52'41"E
C16	384.35'	8340.32'	2°38'25"	384.31'	S85°04'35"E
C17	385.20'	8358.82'	2°38'25"	385.17'	S85°04'35"E
C18	386.05'	8377.32'	2°38'25"	386.02'	S85°04'35"E
C19	20.60'	481.50'	2°27'03"	20.59'	S87°37'19"E
C20	21.39'	500.00'	2°27'03"	21.39'	S87°37'19"E
C21	22.18'	518.50'	2°27'03"	22.18'	S87°37'19"E
C22	28.39'	198.50'	8°11'41"	28.37'	S85°27'08"E
C23	25.74'	180.00'	8°11'41"	25.72'	S85°27'08"E
C24	23.10'	161.50'	8°11'41"	23.08'	S85°27'08"E
C25	13.65'	7.50'	104°16'23"	11.84'	S29°13'06"E
C26	16.23'	17.50'	53°07'35"	15.65'	N72°04'55"E
C27	28.92'	152.92'	10°50'06"	28.87'	N41°33'37"E
C28	67.24'	100.00'	38°31'36"	65.98'	N26°15'19"E
C29	105.61'	152.80'	39°36'01"	103.52'	N27°10'40"E
C30	120.85'	170.50'	40°36'45"	118.34'	S27°17'54"W
C31	19.88'	27.50'	41°25'07"	19.45'	N13°43'01"W
C32	19.82'	27.50'	41°17'20"	19.39'	S27°38'11"W
C33	16.99'	7.50'	129°48'53"	13.58'	S17°18'10"E
C34	850.13'	8143.82'	5°58'52"	849.75'	S83°33'29"E
C35	45.38'	8143.82'	0°19'09"	45.38'	S82°47'13"E
C36	45.34'	8143.82'	0°19'08"	45.34'	S83°06'22"E
C37	162.98'	8143.82'	1°08'48"	162.98'	S83°50'20"E
C38	159.17'	8143.82'	1°07'12"	159.17'	S84°58'20"E
C39	144.47'	8143.82'	1°00'59"	144.47'	S86°02'25"E
C40	95.69'	8340.32'	0°39'26"	95.69'	S84°05'05"E
C41	162.88'	8340.32'	1°07'08"	162.88'	S84°58'23"E
C42	125.78'	8340.32'	0°51'51"	125.78'	S85°57'52"E

PLEASANT VIEW CITY APPROVAL

THIS IS TO CERTIFY THAT THIS PLAT AND DEDICATION OF THIS PLAT, INCLUDING ALL STREETS AND EASEMENTS AND PUBLIC IMPROVEMENTS GUARANTEE WERE DULY APPROVED AND ACCEPTED BY THE CITY.
SIGNED THIS _____ DAY OF _____, 2022.

MAYOR

ATTEST: _____
CITY RECORDER

PLEASANT VIEW PLANNING COMMISSION APPROVAL

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS DULY APPROVED BY THE PLEASANT VIEW CITY PLANNING COMMISSION.
SIGNED THIS _____ DAY OF _____, 2022.

PLANNING COMMISSION CHAIR

PLEASANT VIEW CITY ENGINEER

I HEREBY CERTIFY THAT ALL APPLICABLE STATUTES AND ORDINANCES PREREQUISITE TO PLEASANT VIEW CITY ENGINEER APPROVAL OF THE FOREGOING PLAT AND DEDICATIONS HAVE BEEN COMPLIED WITH.
SIGNED THIS _____ DAY OF _____, 2022.

CITY ENGINEER



SCALE: 1" = 50'

Scale in Feet
(Data in Parentheses is Record)

LEGEND

- SUBJECT PROPERTY LINE
- INTERIOR LOT LINES
- ADJOINING PROPERTY LINE
- PREVIOUS PROPERTY LINE
- CENTERLINE
- PUBLIC UTILITY EASEMENT (PUE) OR MUNICIPALITY UTILITY EASEMENT (MUE)
- FENCE LINE
- EXISTING CONCRETE
- UDOT R/W MONUMENT
- FOUND REBAR SET BY OTHERS
- SET 5/8"x24" REBAR WITH CAP
- SECTION CORNER

NOTES:

- ALL PUBLIC UTILITY EASEMENTS / MUNICIPAL UTILITY EASEMENTS (P.U.E. / M.U.E.) ARE 10.0 FOOT WIDE UNLESS OTHERWISE NOTED.
- REBAR AND CAP SET ON ALL LOT CORNERS AS SHOWN HEREON.
- WE ALSO DECLARE THAT ALL AREAS ON LOTS 1 THRU 7 OUTSIDE THE ANTICIPATED BUILDING FOOTPRINT ARE HEREBY RESERVED AS PUBLIC UTILITY EASEMENTS.
- PROPERTY IS INCLUDED IN THE PEAKVIEW PLAZA PUD OWNERS ASSOCIATION, AND IS SUBJECT TO PROJECT CC&R'S ON RECORD WITH THE WEBER COUNTY RECORDER.
- LOT OWNER IS RESPONSIBLE FOR WATER SERVICE BEGINNING AT THE CONNECTION TO THE WATER MAIN.
- AN OIL/WATER OR GREASE INTERCEPTOR MAY BE REQUIRED DEPENDING ON BUILDING USE.
- LID AND RETENTION OF THE ENTIRE PUD WAS EVALUATED AND IMPLEMENTED UNDER THE SITE PLAN FOR LOT 1 (RUSH); THEREFORE, NO ADDITIONAL LID OR RETENTION EVALUATION IS REQUIRED FOR THE REMAINING LOTS.

SHEET 1 OF 2



HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
538 North Main Street, Brigham, Utah 84302
Visit us at www.hais.net
Brigham City Ogden Logan
(435) 723-3491 (801) 399-4905 (435) 752-8272
Celebrating over 60 Years of Business

WATERLINE EXHIBIT

PLEASANT VIEW CITY, WEBER COUNTY, UTAH

A PART OF THE NORTHEAST QUARTER OF SECTION 31, AND THE NORTHWEST QUARTER OF SECTION 32,
TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.

CITY ENGINEER ACCEPTANCE OF PLAT

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JONES AND ASSOCIATES
Consulting Engineers

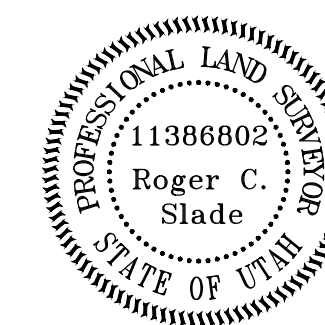
By: Dana Q. Shuler Date: 10/13/2022
Dana Q. Shuler, PE

SURVEYOR'S CERTIFICATE

I, ROGER C. SLADE, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT; AND BY THE AUTHORITY OF THE OWNERS, I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED AND SHOWN HEREON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND THAT THE SAME HAS BEEN SURVEYED AND MONUMENTS HAVE BEEN LOCATED AND/OR PLACED ON THE GROUND AS REPRESENTED ON THE PLAT HEREON.

SIGNED THIS DAY OF , 2022.

ROGER C. SLADE, PLS
UTAH LAND SURVEYOR LICENSE NO. 11386802



20' WATERLINE EASEMENT DESCRIPTION

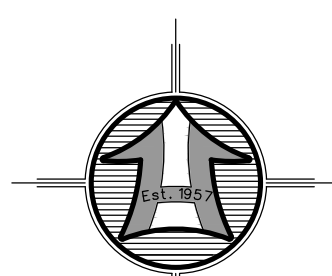
A 20.00 FOOT WIDE WATERLINE EASEMENT BEING 10.00 FEET RIGHT AND 10.00 FEET LEFT OF THE FOLLOWING DESCRIBED ALIGNMENT SITUATED IN THE NORTHEAST QUARTER OF SECTION 31 AND A PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 2700 NORTH STREET LOCATED 389.78 FEET NORTH 89°28'37" WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER AND 421.40 FEET SOUTH 00°00'00" EAST FROM THE NORTHEAST CORNER OF SAID SECTION 31;

RUNNING THENCE SOUTH 09°08'35" WEST 17.27 FEET; THENCE SOUTH 81°41'49" EAST 38.09 FEET; THENCE SOUTH 06°59'31" WEST 203.80 FEET; THENCE SOUTH 81°21'18" EAST 29.04 FEET; THENCE SOUTH 87°28'34" EAST 64.50 FEET; THENCE SOUTH 85°28'37" EAST 161.86 FEET; THENCE SOUTH 01°06'30" WEST 268.77 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 2550 NORTH STREET AND THE TERMINUS OF THIS EASEMENT.

MYERS INVESTMENT
PROPERTIES LLC
17-072-0058

WOMENS
RETREAT HOUSE
17-072-0067



SCALE: 1" = 50'

0 50 100
Scale in Feet
(Data in Parentheses is Record)

LEGEND

- SUBJECT PROPERTY LINE
- INTERIOR LOT LINES
- ADJOINING PROPERTY LINE
- PREVIOUS PROPERTY LINE
- CENTERLINE
- PUBLIC UTILITY EASEMENT (PUE) OR MUNICIPALITY UTILITY EASEMENT (MUE)
- FENCE LINE
- EXISTING CONCRETE
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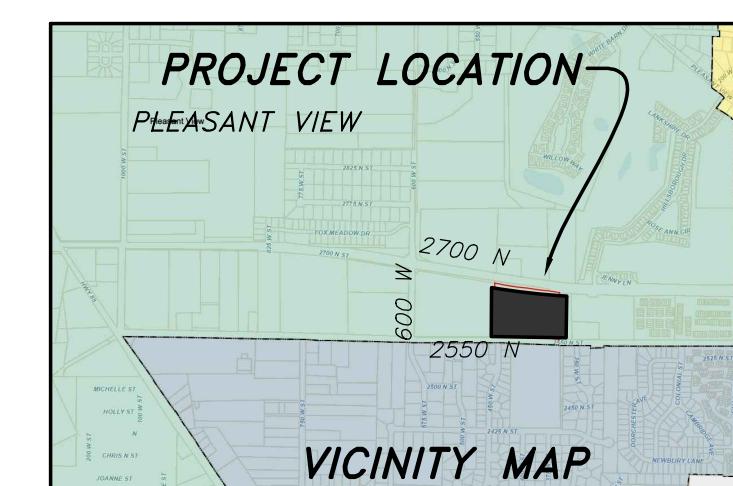
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21-5-39 21-5-39v19 FP.dwg 01/12/2022 RS

SHEET 2 OF 2

DEVELOPER:
JAYSON ADAM
(801) 866-3873

COUNTY RECORDER



ENTRY NO. _____ FEE PAID _____
_____ FILED FOR RECORD AND
RECORDED _____, AT
_____ IN BOOK _____ OF OFFICIAL
RECORDS, PAGE _____
COUNTY RECORDER
BY _____
DEPUTY

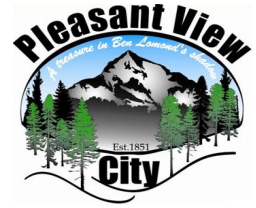
EXHIBIT B
ENGINEER'S ESTIMATE

[Improvements and an engineer estimated cost of completion]

PEAKVIEW PLAZA PUD

October 2022

IMPROVEMENT COMPLETION ASSURANCE SUMMARY



	TOTAL COST FOR IMPROVEMENTS	TOTAL COST REMAINING
CULINARY WATER SUBTOTAL	\$ 131,570.00	\$ 131,570.00
SECONDARY WATER SUBTOTAL	44,180.00	44,180.00
SANITARY SEWER SUBTOTAL	78,450.00	78,450.00
STORM DRAIN SUBTOTAL	45,750.00	45,750.00
SITE & STREET IMPROVEMENTS SUBTOTAL	484,985.90	484,985.90
MISCELLANEOUS SUBTOTAL (Not subject to warranty)	8,000.00	8,000.00
TOTAL IMPROVEMENTS COST	\$ 792,935.90	\$ 792,935.90
5% CONTINGENCY	39,646.80	39,646.80
10% WARRANTY	78,493.59	78,493.59
TOTAL GUARANTEE AMOUNT		\$ 911,076.29

City Engineer Review & Recommendation

Dana Q. Shuler

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

City Engineer

10/18/2022

Date

PEAKVIEW PLAZA PUD

COST ESTIMATE FOR IMPROVEMENT COMPLETION ASSURANCE SETUP

Dave Laloli

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 8" C-900 DR-18 waterline (includes bedding and testing)	587	l.f.	\$ 50.00	\$ 29,350.00	-	587	\$ 29,350.00
2	Furnish and install fire hydrant assembly	3	ea.	8,500.00	25,500.00	-	3	25,500.00
3	Connect new waterline to existing waterline	1	ea.	3,200.00	3,200.00	-	1	3,200.00
4	Furnish and install 2" service tap	6	ea.	5,000.00	30,000.00	-	6	30,000.00
5	Furnish and install 6" fire line connection	6	ea.	1,800.00	10,800.00	-	6	10,800.00
6	Furnish and install 6" fire line	6	ea.	4,500.00	27,000.00	-	6	27,000.00
7	Imported backfill (3' wide x 3' cover avg)	260	ton	22.00	5,720.00	-	260	5,720.00
CULINARY WATER SUBTOTAL					\$ 131,570.00			\$ 131,570.00
SECONDARY WATER SYSTEM								
8	Furnish and install 6" C-900 DR-18 waterline (includes bedding and testing)	710	l.f.	\$ 38.00	\$ 26,980.00	-	710	\$ 26,980.00
9	Connect new waterline to existing waterline	1	ea.	2,800.00	2,800.00	-	1	2,800.00
10	Irrigation Meter Box / Point of Connection	6	ea.	2,400.00	14,400.00	-	6	14,400.00
SECONDARY WATER SUBTOTAL					\$ 44,180.00			\$ 44,180.00
SANITARY SEWER SYSTEM								
11	Furnish and install 8" ASTM D-3034 SDR 35 sewer line	506	l.f.	\$ 60.00	\$ 30,360.00	-	506	\$ 30,360.00
12	Furnish and install 8"x6" service wye	6	ea.	2,200.00	13,200.00	-	6	13,200.00
13	Furnish and install 4' diameter manhole	2	ea.	5,500.00	11,000.00	-	2	11,000.00
14	Furnish and install 5' diameter manhole	1	ea.	6,500.00	6,500.00	-	1	6,500.00

NO.	LINE ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FOR IMPROVEMENTS	QUANTITY COMPLETE	QUANTITY REMAINING	TOTAL COST REMAINING
15	Connect to existing manhole	1	ea.	3,200.00	3,200.00	-	1	3,200.00
16	Imported backfill (4' wide x 6' cover avg)	645	ton	22.00	14,190.00	-	645	14,190.00
SANITARY SEWER SUBTOTAL					\$ 78,450.00			\$ 78,450.00

STORM DRAIN SYSTEM								
17	Furnish and install 18" RCP	142	l.f.	\$ 75.00	\$ 10,650.00	-	142	\$ 10,650.00
18	Furnish and install curb inlet	11	ea.	2,900.00	31,900.00	-	11	31,900.00
19	Connect to existing manhole/structure	1	ea.	3,200.00	3,200.00	-	1	3,200.00
STORM DRAIN SUBTOTAL					\$ 45,750.00			\$ 45,750.00

SITE & STREET IMPROVEMENTS								
20	Clear and grub for new roadway	1	l.s.	\$ 5,000.00	\$ 5,000.00	-	1	\$ 5,000.00
21	Cut/fill	1,700	c.y.	10.00	17,000.00	-	1,700	17,000.00
22	Scarify native, compact to 95% proctor	52,172	s.f.	0.20	10,434.40	-	52,172	10,434.40
23	Furnish and install granular borrow	1,840	ton	27.50	50,600.00	-	1,840	50,600.00
24	Furnish and install untreated base course	3,557	ton	30.00	106,710.00	-	3,557	106,710.00
25	Construct hot mix asphaltic concrete pavement	1,215	ton	95.00	115,425.00	-	1,215	115,425.00
26	Furnish and install concrete curb and gutter	1,235	l.f.	35.00	43,225.00	-	1,235	43,225.00
27	Furnish and install 4" private concrete flatwork (includes 4" thick UTBC)	7,747	s.f.	12.00	92,964.00	-	7,747	92,964.00
28	2700 North Connection	1	l.s.	30,000.00	30,000.00	-	1	30,000.00
29	Seal coat	5,451	s.y.	2.50	13,627.50	-	5,451	13,627.50
SITE & STREET IMPROVEMENTS SUBTOTAL					\$ 484,985.90			\$ 484,985.90

MISCELLANEOUS (not included in guarantee)								
30	Prepare and implement SWPPP and temporary controls	1	l.s.	8,000.00	8,000.00	-	1	8,000.00
MISCELLANEOUS SUBTOTAL					\$ 8,000.00			\$ 8,000.00

PROJECT TOTAL = \$ 792,935.90 REMAINING TOTAL = \$ 792,935.90

EXHIBIT C
TO BOND AGREEMENT FOR
COMPLETION OF IMPROVEMENTS

[LETTER OF CREDIT]
(CANNOT EXPIRE BEFORE 12 MONTHS FROM THE
DATE OF THIS AGREEMENT IF LETTER OF CREDIT AUTOMATICALLY RENEWS OR 36 MONTHS
FROM THE DATE OF THIS AGREEMENT)



City Council Meeting Memorandum

American Rescue Plan Act (ARPA) Funds

Employee Retention Bonuses

Background

Pleasant View City is the recipient of approx. \$1.28 Million in American Rescue Plan Act (ARPA) funding. This is one-time funding from the U.S. Federal Government in relation to state and local coronavirus recovery efforts. Signed into law on March 11, 2021, the American Rescue Plan Act of 2021 ("ARPA") provides a total of \$350 billion in additional funding for state and local governments.

The City Council has begun to allocate some of this funding in accordance with Federal guidelines, which include an allowance for funding to be utilized for employee retention efforts and economic relief.

On May 24, 2022, the City Council appropriated \$280,000 for one-time employee retention bonuses. The initial agreement for this funding was to allow employees hired by Oct, 1, 2022 to also have the option to receive this bonus after their six-month probationary period. However, due to funding availability and several city positions open for hire, it is being proposed that employees hired up until December 31 also have eligibility of receiving a retention bonus.

Contact

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