

**ENTRY NO. 01217089**

03/19/2024 11:41:23 AM B: 2812 P: 0682

Agreement PAGE 1/36

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 40.00 BY THE WOODLAND GROUP LLC



**WHEN RECORDED MAIL TO:**

Summit County Engineer

60 N. Main, P.O. Box 128

Coalville, UT 84017

Space above for Recorders Stamp

**DEVELOPMENT IMPROVEMENTS AGREEMENT**

Project File #: 24-CP 01

Project Name: Woodland Private Driveway and Waterline Installation

Parcel ID: CD-2234, CD-2233-A-1, CD-2233-A, CD-2233-B, CD-2236

**THIS AGREEMENT** is made this 13 day of MAR, 2024, by and between Summit County, a political subdivision of the State of Utah (the "County"), and \_\_\_\_\_ The Woodland Group, LLC, a \_\_\_\_\_ Trust, whose address is 3544 E State Road 35, Woodland, UT 84036 (the "Developer"). The County and Developer are individually referred to herein as a "Party" and jointly referred to herein as the "Parties". The **Effective Date** of this Agreement shall be the date upon which it is recorded in the Office of the Summit County Recorder.

**RECITALS**

- A. Developer is the owner of certain property situated in the County of Summit, State of Utah, more particularly described in **Exhibit A** hereto and known as the Woodland Private Driveway and Waterline (the "Project").
- B. The Developer desires to develop "Project", hereinafter referred to as the ("Property") according to the approved final subdivision plat or final site plan thereof (the "Plat" or "Final Site Plan") showing a proposed subdivision or site layout for said Property.
- C. The County has approved the Plat/Final Site Plan submitted by the Developer subject to certain requirements and conditions, which involve the installation and construction of utilities, landscaping (if applicable), as well as other public and private infrastructure improvements shown on the submitted construction drawings, Plat, Final Site Plan, Landscape Plan (if applicable) and documents for the Property, which is attached at **Exhibit B** ("Site Improvements Plan").

D. In lieu of completing all landscaping and infrastructure improvements prior to Plat/Final Site Plan recordation in accordance with UCA §17-27a-604.5 or successor statute, Developer may enter into a Development Improvements Agreement with the County .

E. In doing so, the County seeks to protect the health, safety and general welfare of the community by requiring a timely completion of the Site Improvements Plan and to limit the effects of uncompleted subdivisions, including premature subdivision which leaves property undeveloped and unproductive.

F. The purpose of this Agreement is to protect the County from assuming the cost to complete the utility, landscaping, and infrastructure improvements and is not executed for the benefit of material men, laborers, or others providing work, services or material to the Property or for the benefit of lot or home buyers in the Project.

G. The mutual promises, covenants, and obligations contained herein are authorized by State and local law and regulation.

**NOW, THEREFORE**, in consideration of the premises and the terms and conditions herein stated and for other valuable consideration, the adequacy of which is acknowledged by the Parties hereto, it is agreed as follows:

### **DEVELOPER'S OBLIGATION**

- 1. Improvements:** The Developer will design, construct, and install, at his own expense, those on-site and off-site utility, landscaping (if applicable), and infrastructure improvements in accordance with the approved Site Improvements Plan and the **Cost of Construction PE Estimate**, which is attached at **Exhibit C** (together the Site Improvements Plan and the Cost of Construction PE Estimate are referred to as the "**Improvements**"). At a minimum, the Site Improvements Plan shall address culinary water, sewer, electrical power service, natural gas service, telephone service, television service, storm water drainage, trails, roads, landscaping and weed control. The Developer's obligation to complete the Improvements will be in conformance with the time schedule defined by this Agreement and will be independent of any obligations of the County contained herein.
- 2. Improvement Completion Assurance ("Assurance") Options:** To secure the construction and installation of the Improvements under this Agreement and the obligations for the warranty as set forth in ¶ 4 herein, the Developer will deposit with the County as an Assurance, 110% of the Cost of Construction PE Estimate (which includes a 10% warranty), on or prior to the Effective Date, through one of the following mechanisms:

- **Option A.** Irrevocable Letter of Credit in the amount of \$ \_\_\_\_\_.
  - **Option B.** Subdivision Improvements Disbursement Agreement in the amount of \$ \_\_\_\_\_.
  - **Option C.** Cash in the amount of \$ 132,718.19, to be escrowed by the County Treasurer or third party escrow agent pursuant to a Cash Bond Escrow Agreement.
  - **Option D.** Performance or Surety Bond in the amount of \$ \_\_\_\_\_.
  - **Option E.** Subdivision Plat Hold.
  - **Option F.** Building Permit Hold.
- **Option A:** Irrevocable Letter of Credit (“**Letter of Credit**”) – The Letter of Credit shall be (a) irrevocable, (b) issued by a financial institution, (c) of a term sufficient to cover the Completion and Warranty Periods, and (d) reviewed as to form by the County Attorney. The Letter of Credit will be payable upon demand to Summit County. The Letter of Credit will be payable to the County in full or in part at any time upon presentation of (i) a sight draft drawn on the issuing financial institution to which the County is entitled to draw pursuant to the terms of this Agreement and the Letter of Credit; (ii) a certification executed by an authorized representative of the County stating that the Developer is in default under this Agreement; and (iii) the original Letter of Credit.
  - **Option B:** Subdivision Improvements Disbursement Agreement (“**Disbursement Agreement**”) – The Disbursement Agreement will be executed by a financial institution, the Developer and the County. The Disbursement Agreement will provide for segregation of Developer’s loan proceeds by the financial institution. Pursuant to the terms of the Disbursement Agreement, the County is entitled to draw funds, in full or in part, upon presentation of: (i) request for disbursement; and (ii) a certification executed by an authorized representative of the County stating that the Developer is in default under this Agreement; or (iii) as otherwise provided by the Disbursement Agreement. Modifications to the County’s standard Disbursement Agreement shall be reviewed by the County Attorney for acceptance as an Assurance.
  - **Option C:** Cash Bond Escrow Agreement (“**Cash Bond**”) - Cash in the form of a cashier’s check or bank account in the sole ownership of the County will be escrowed with the County Treasurer or third party escrow agent

pursuant to a Cash Bond. The County is entitled to draw upon these funds, pursuant to the terms of the Cash Bond. The funds will be disbursed to the County in full or in part, upon presentation of: (i) request for disbursement; and (ii) a certification executed by an authorized representative of the County stating that the Developer is in default under this Agreement; or (iii) as otherwise provided by the Cash Bond.

- **Option D: Performance or Surety Bond (“Performance Bond”)** – A Performance Bond shall be issued upon which the County will be entitled to draw pursuant to the terms of the Performance Bond and will include a term sufficient to cover the Completion and Warranty Periods. The funds will be disbursed to the County in full or in part, upon presentation of: (i) request for disbursement; and (ii) a certification executed by an authorized representative of the County or designee stating that the Developer is in default under this Agreement; or (iii) as otherwise provided by the Performance Bond. The Performance Bond shall be reviewed by the County Attorney for acceptance as an Assurance.
- **Option E: Subdivision Plat Hold (“Plat Hold”)** – A Plat Hold may be utilized as an Assurance for projects that do not contain Improvements to existing Summit County Right-of-Way or Right-of-Way incidental to the subject Plat. The Plat and Recording fees will be held by the County. Release and recording of the Plat will require: (i) completion of the Improvements pursuant to the terms of this Agreement; (ii) County Manager acknowledgement on the Plat certifying the completion of the Improvements and extinguishment of this Agreement; and (iii) a letter from the lien holder, as indicated on the Plat, that they remain the current lien holder. Completion period for the Improvements is limited to two (2) years.
- **Option F: Building Permit Hold (“Permit Hold”)** – A Permit Hold may be utilized as an Assurance on a limited basis where there are Improvements valued at less than \$10,000. The release of the Permit Hold requires completion of the Improvements pursuant to the terms of this Agreement. The completion period is limited to six (6) months.

3. **County Standards:** The Developer will construct the Improvements according to the approved Site Improvements Plan, general industry standards, this Agreement, and applicable County regulations (the “County Standards”). The Developer shall instruct the contractor or construction manager to provide timely notice to the Developer, contractor, issuer of the Assurance and the County Engineer whenever an observation or related

construction activity reveals that an Improvement does not conform to the County Standards or is otherwise defective.

4. **Warranty Period:** The Developer warrants that the Improvements, each and every one of them, will be free from defects in materials or workmanship under normal operation for a period of twelve (12) months from the date of the County's acceptance of the Improvements (the "Warranty Period"). Developer agrees to promptly correct any deficiencies in order to meet the County Standards.
5. **Commencement and Completion Periods:** All Improvements, as outlined in the Cost of Construction PE Estimate and Site Improvements Plan, will be installed and completed within two (2) years from Plat or Final Site Plan approval (the "Completion Period"), with the exception of Improvements guaranteed by a Permit Hold, which requires that Improvements be completed within six (6) months.
6. **Damage to Public Improvements:** Developer agrees that it shall repair or pay for any damage to any existing public improvements damaged during the construction of new improvements. The County shall notify Developer within a reasonable time after discovery of any claim hereunder, and Developer shall have a reasonable period of time within which to repair said damage.
7. **Traffic Control:** During the construction of any utilities or Improvements described herein, Developer shall be responsible for controlling and expediting the movement of vehicular and pedestrian traffic through and around all construction sites and activities. Such control shall be according to the latest version of the Manual of Uniform Traffic Control Devices.
8. **Road Cuts:** Developer acknowledges that the County has regulations governing road cuts, the provisions of which shall apply to the alteration of any road necessitated by the installation of any utilities or Improvements described in this Agreement.
9. **Weed Control:** The Developer agrees to comply with Summit County Code §4-4-1, et. seq. relative to control and elimination of all noxious species of plants as identified within the Property boundaries. The Developer further agrees to coordinate with the Summit County Weed Department, prior to commencement of work, relative to inspections and importations of weed free project materials.
10. **Roads:** Developer agrees to construct, at Developer's cost, all public and private roads and public and private road improvements, within the Property, in accordance with the plans and specifications within the Site Improvements Plan. Developer agrees to install any traffic control signs and standard street name signs as required by the County and to re-vegetate all cuts and fills resulting from construction in a manner which will prevent erosion.

**11. Compliance with Law:** The Developer shall comply with all relevant federal, state and local laws and regulations in effect at the time of Plat and/or Final Site Plan approval when fulfilling its obligations under this Agreement.

## **COUNTY'S OBLIGATION**

**12. Inspections and Notice of Defect:** The County shall conduct inspections of the Improvements from time to time. In the event that there is a deficiency in performance by Developer hereunder (during the Completion or Warranty Periods), the County may issue a **Notice of Defect** to the Developer and the issuer of the Assurance. The Developer shall have thirty (30) calendar days thereafter to cure the defect (the "**Cure Period**"). If a defect is not corrected within the Cure Period, a condition of default may be declared and an **Affidavit of Lapse of Improvements Agreement** may be issued stating that building permits, grading permits and certificates of occupancy will not be issued in connection with any lots within the Plat or Final Site Plan, and the County may request that a court of competent jurisdiction enjoin the sale, transfer or conveyance of lots within the Plat or Final Site Plan until a new Development Improvements Agreement and Assurance are accepted by the County. If the defect cannot be corrected within the Cure Period, the Developer may request an extension of the Cure Period from the County Engineer.

**13. Notice of Non Compliance with Completion Date:** The County shall issue the Developer a **Notice of Noncompliance** in the event that the Improvements are not completed by the Developer and accepted by the County within the Completion Period. If inclement weather or circumstance beyond the Developer's control prevents construction within the Completion Period, an extension to the Completion Period of up to a twelve (12)-months may be requested by the Developer and approved by the County Engineer. A written request by the Developer indicating cause and reason for an extension shall be submitted to the County Engineer not earlier than fourteen (14) calendar days prior to the expiration of the Completion Period. The request for extension will be reviewed by the County Engineer and may only be granted in such cases where the Assurance is also extended for the life of the modified Completion Period. An approved extension will be executed as a written Addendum to this Agreement. If an extension of time is not approved by the County Engineer, an Affidavit of Lapse of Improvements Agreement may be recorded stating that building permits, grading permits and certificates of occupancy will not be issued in connection with any lots within the Plat or Final Site Plan, and the County may request that a court of competent jurisdiction enjoin the sale, transfer or conveyance of lots within the Plat or Final Site Plan until a new Development Improvements Agreement, with modified time lines, and Assurance are approved by the County.

**14. Acceptance of Improvements:** The County's acceptance of Improvements is conditioned upon (a) the presentation by Developer of the required signatures of acceptance by all

entities serving the constructed Improvements, (b) clear documentation and testing that the Improvements have been completed per County Standards, and (c) the presentation by Developer of a document or documents, where appropriate, for the benefit of the County, demonstrating that the Developer owns the Improvements in fee simple title with no liens or encumbrances thereon. Acceptance of any Improvement does not constitute a waiver by the County of any rights it may have on account of any defect in or failure of the Improvement that is detected or which occurs after the acceptance. Public Improvements shall be dedicated to the appropriate public entity. Private Improvements serving more than one lot shall be assigned by separate agreement to a Home Owners Association.

**15. Reduction of Assurance:** As portions of the site Improvements are completed in accordance with this Agreement, County regulations, and the approved Site Improvements Plan, the Developer may make application to the County Engineer to reduce the amount of the original Assurance. If the County Engineer is satisfied that such portion of the Improvements have been installed and completed in accordance with County Standards, she may cause the amount of the Letter of Credit, Disbursement Agreement, Cash Bond or Performance Bond to be reduced by such amount that she deems appropriate, so that the remaining amount of the Letter of Credit, Disbursement Agreement, Cash Bond or Performance Bond adequately insures the completion of the remaining site Improvements. At the request of the Developer, the County will execute an amendment to this Agreement verifying the acceptance of said installed and completed Improvement, and waiving and releasing its right to draw upon the Assurance for installation and completion of the same. A Developer in default under this Agreement will have no right to such a reduction of the Assurance. Upon the acceptance of all site Improvements, all amounts up to 100% of the Cost of Construction PE Estimate which may be drawn under the Letter of Credit, Disbursement Agreement, Performance Bond or Cash Bond, will be released, leaving a remaining balance of 10% of the Cost of Construction PE Estimate as the warranty. Following the expiration of the Warranty Period, the full remaining balance which may be drawn under the Letter of Credit, Disbursement Agreement, Performance Bond or Cash Bond, will be released.

**16. Use of Proceeds:** The County will use funds drawn under the Assurance per ¶12 herein only for the purpose of completing the Improvements or correcting defects in or failure of the Improvements.

## **OTHER PROVISIONS**

**17. Events of Default:** The following conditions, occurrences or actions will constitute a default by the Developer during the Completion Period or Warranty Period:

- a. Developer's failure to complete any portion of the Improvements in conformance with the County Standards within the Completion or Warranty Periods, as the case may be, and shall fail to cure such default within the Cure Period (or extended Cure Period) after

receipt of written **Notice of Defect** from the County specifying the nature of such defect. The County shall be entitled to undertake such work as may be necessary and appropriate to cure such default and the County shall be reimbursed for the reasonable costs thereof either by payment of such costs within 30 days of delivery of an invoice to Developer or by obtaining funds under the Assurance set forth in ¶12 herein.

b. Developer's failure to satisfactorily complete each portion of the Improvements within the Completion Period, as documented by the issuance of a **Notice of Noncompliance**, or to remedy defects within the Warranty Period.

c. Notification to County of Developer's insolvency, the appointment of a receiver for the Developer, the filing of a voluntary or involuntary petition in bankruptcy, and the foreclosure of any lien against the Property or a portion of the Property.

**18. Measure of Damages:** The measure of damages for breach of this Agreement by Developer will be the reasonable cost of satisfactorily completing the Improvements. For Improvements upon which construction has not begun, the estimated costs of Improvements as shown on Cost of Construction PE Estimate will be prima facie evidence of the minimum cost of completion; however, neither that amount nor the Assurance amount shall establish the maximum amount of Developer's liability.

**19. County's Rights Upon Default:** When any event of default occurs, the County may exercise its rights under the Assurance and contract with a third party for completion of the Improvements. The Developer grants to the County, its successors, assigns, agents, contractors, and employee, a nonexclusive right and easement to enter the Property for the purposes of constructing, installing, maintaining, and repairing such Improvements. Alternatively, the County may assign the proceeds of the Letter of Credit, the Disbursement Agreement, Performance Bond or the Cash Bond to a subsequent party who has acquired the Property by purchase, foreclosure or otherwise who will then have the same rights of completion as the County, if and only if, the subsequent party agrees in writing to complete the unfinished Improvements and provides reasonable Assurances for the obligation. In addition, the County may also revoke certificates of occupancy, issue an Affidavit of Lapse of Improvements Agreement, and/or enjoin the sale, transfer, or conveyance of lots within the Plat or Final Site Plan, until the Improvements are completed and accepted. These remedies are cumulative in nature and are in addition to any other remedies the County has at law or in equity.

**20. Indemnification:** The Developer expressly agrees to indemnify and hold the County, its employees, agents, and assigns harmless from and against all claims, costs and liability of every kind and nature except those arising out of negligence on the part of the County, its employees, agents, and assigns, for injury or damage received or sustained by any person or



entity in connection with, or on account of the performance of work at the Property pursuant to this Agreement. The Developer further agrees to aid and defend the County.

- 21. No Waiver:** No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for in a written amendment to this Agreement signed by both the County and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvement.
- 22. Amendment or Modification:** The Parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the County by the County Engineer and by the Developer or its authorized officer. Such amendment or modification will be properly notarized and recorded as an amendment to this Agreement, before it may be effective.
- 23. Vested Rights:** The County does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the County, if any, before the Developer is entitled to commence development of the Property or to transfer ownership of the Property or any portion thereof.
- 24. Third Party Rights:** No person or entity, who or which is not a party to this Agreement, will have any right of action under this Agreement.
- 25. Scope:** This Agreement constitutes the entire agreement between the Parties and no statements, promises or inducements that are not contained in this Agreement will be binding on the Parties.
- 26. Force Majure:** For the purpose of computing the Completion Period, and time periods for County action, such times in which war, civil disasters, or acts of God occur or exist, will not be included if such times prevent the Developer or County from performing their obligations under this Agreement.
- 27. Severability:** If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision hereof, and the rights of the Parties will be construed as if the illegal or unenforceable part, term, or provision was never contained within this Agreement.
- 28. Benefits:** The benefits, rights and obligations of this Agreement pertaining to the Developer are personal in nature and may not be assigned without the express written consent of the

County. Such consent may not be unreasonably withheld, but any unapproved assignment is voidable at the option of the County.

- 29. Binding Effect:** This Agreement and the covenants contained herein shall run with the land and shall be binding upon and shall inure to the benefit of the Parties hereto and their successors, heirs and assigns; provided that, purchasers of residential lots within the Property or any homeowner's association that receives title to any portion of the Property shall not incur any liability hereunder and no person or entity, including any homeowner's association that receives title to any portion of the Property, may claim to be a third party beneficiary of the terms, conditions, or covenants of this Agreement. This Agreement shall be recorded in the Office of the Summit County Recorder and be on file with the County Engineer. All existing lien holders shall be required to subordinate their liens to the covenants contained in this Agreement.
- 30. Notice:** Any notice required or permitted by this Agreement will be deemed effective either (a) when personally delivered in writing, or (b) seven (7) calendar days after notice is deposited with the U.S. Postal Service, certified, and return receipt requested, and addressed as follows:

**If to Developer:**

Jann Lefler

Developer's Name

3544 E SR 35, Kamas (Woodland), UT 84036

Developer's Mailing Address

**If to County:**

Summit County Engineer

60 N. Main Street

P.O. Box 128

Coalville, UT 84017

- 31. Recordation:** The County will record a copy of this Agreement in the Office of the Summit County Recorder, Coalville, Utah.
- 32. Immunity:** Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law, including the Governmental Immunity Act of Utah, UCA Title 63G, Chapter 7, as amended.
- 33. Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any civil action commenced by either Party to this Agreement whether arising out of or relating to this Agreement, Letter of Credit, Performance Bond, Disbursement Agreement, or Cash Bond will be deemed to be proper only if action is commenced in the Third District Court for Summit

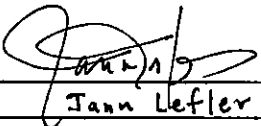
County, Utah. The Developer expressly waives his right to remove such action to any other court.

**34. Release:** This Agreement shall be extinguished only through formal acceptance of the Improvements and successful expiration of the Warranty Period per the provisions of this Agreement or through entering into a written Release between the County and the Developer (Exhibit F).

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed per the Effective Date as indicated.

**DEVELOPER**

Company Name: The Woodland Group LLC c/o Jann Lefler

By:  Signature  
Jann Lefler

STATE OF Utah  
COUNTY OF Summit ss.

The foregoing instrument was acknowledged before me this 27 day of February 2024, by Jann Lefler  
Witness my hand and official seal.

My commission expires: 9-01-2027

  
Notary Public



SUMMIT COUNTY

County Manager

By: Shayne Scott  
Shayne Scott

Signature

STATE OF Utah

COUNTY OF Summit ss.

The foregoing instrument was acknowledged before me this 13 day of March,  
2024  
by Shayne Scott

Witness my hand and official seal.

My commission expires: April 20, 2026

Amy R Jones  
Notary Public

Approved as to form:

He Len Storchey  
Deputy County Attorney

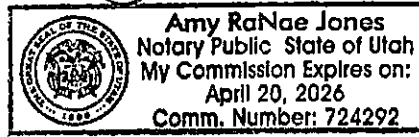


EXHIBIT A

**PROPERTY LEGAL DESCRIPTION**

(Insert Legal Description of the Property after this Page)

# EXHIBIT A: Legal Description

Tax Parcels: CD-2233-B, CD-2233-A, CD-2233-A-1, CD-2234, and CD-2236, see following legal descriptions:

## Parcel 1

A portion of land located in the Northwest Quarter of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 0°29'25" West between the Northwest Corner and the Southwest Corner of said Section 12, described as follows:

Beginning at a point South 0°29'25" West 1489.04 feet along the section line and East 2059.20 feet from the Northwest Corner of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian, which point being located more or less on the southerly line of State Road 35; and running thence South 60°35'01" East 84.24 feet more or less along road line; thence South 68°54'00" East 61.70 feet more or less along road line; thence South 16°45'53" West 167.60 feet; thence South 72°28'06" East 86.68 feet to a fence line; thence South 13°34'53" West 452.14 feet along a fence line and the extension of said fence; thence North 79°10'27" West 135.28 feet along a fence line and extension; thence South 15°36'46" West 424.43 feet along a fence line to the centerline of the Provo River; thence South 82°00'31" West 59.16 feet along said river centerline; thence North 04°24'50" West 626.07 feet to the centerline of 24 foot wide driveway; thence East 122.22 feet along said centerline; thence along the arc of a curve to the left 131.85 feet, having a radius 100.00 feet, a central angle of 75°32'49", and a chord of 122.51 feet bearing North 52°13'35" East; thence North 14°27'11" East 44.31 feet along said centerline; thence North 75°32'49" West 32.26 feet; thence North 64°19'25" West 193.92 feet; thence North 25°50'11" East 125.86 feet; thence South 62°22'20" East 180.38 feet; thence North 14°27'11" East 224.49 feet to the point of beginning.

Containing 5.42 Acres

## Parcel 2

A portion of land located in the Northwest Quarter of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 0°29'25" West between the Northwest Corner and the Southwest Corner of said Section 12, described as follows:

Beginning at a point South 0°29'25" West 1533.72 feet along the section line and East 1325.53 feet from the Northwest Corner of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian, which point being located at an existing fence corner, and running thence South 78°09'54" East 188.69 feet along a fence line; thence North 87°12'22" East 217.32 feet along a fence line; thence South 62°22'20" East 131.46 feet along a fence line; thence South 25°50'11" West 125.86 feet; thence South 64°19'25" East 193.92 feet; thence South 75°32'49" East 32.26 feet to the centerline of a 24 foot wide driveway; thence South 14°27'11" West 44.31 feet along said centerline; thence along the arc of a curve to the right 131.85 feet, having a radius of 100.00 feet and a central angle of 75°32'49", a chord of 122.51 feet bearing South 52°13'35" West; thence West 392.63 feet along said centerline; thence along the arc of a curve to the left 112.15 feet, having a radius of 150.00 feet and a central angle of 42°50'12", a chord of 109.55 feet bearing South 68°34'54" West; thence along the arc of a curve to the right 79.54 feet, having a radius of 96.42 feet a central angle of 47°16'05", and a chord of 77.31 feet bearing South 66°40'01" West; thence North 00°29'20" East 483.01 feet along a fence line to the point of beginning.

Containing 5.00 Acres

Parcel 3

A portion of land located in the Northwest Quarter of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 0°29'25" West between the Northwest Corner and the Southwest Corner of said Section 12, described as follows:

Beginning at a point South 0°29'25" West 1959.13 feet along the section line and East 1436.87 feet from the Northwest Corner of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian, which point being located at the centerline of a 24 foot wide driveway; and running thence along the arc of a curve to the right 62.98 feet, having a radius of 150.00 feet, a central angle of 24°03'22", and a chord of 62.52 feet bearing North 77°58'19" East; thence East 270.41 feet along said driveway centerline; thence South 04°24'50" East 626.07 feet to the centerline of the Provo River; thence South 82°00'31" West 319.79 feet along said river; thence South 88°02'30" West 21.32 feet along said river; thence North 03°38'19" West 657.70 feet to the point of beginning.

Containing 5.00 Acres

Parcel 4

A portion of land located in the Northwest Quarter of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 0°29'25" West between the Northwest Corner and the Southwest Corner of said Section 12, described as follows:

Beginning at a point South 0°29'25" West 1994.38 feet along the section line and East 1142.01 feet from the Northwest Corner of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian, thence South 89°51'18" East 183.34 feet to a fence corner; thence South 21.89 feet to the centerline of a 24 foot driveway; thence along the arc of a curve to the left 79.54 feet, having a radius of 96.42 feet a central angle of 47°16'05", and a chord of 77.31 feet bearing North 66°40'01" East; thence along the arc of a curve to the right 49.17 feet, having a radius of 150.00 feet a central angle of 18°46'50", and a chord of 48.95 feet bearing North 56°33'13" East; thence South 03°38'19" East 657.70 feet to the centerline of the Provo River; thence South 88°02'31" West 155.24 feet along said river; thence South 80°53'23" West 133.53 feet along said river; thence South 76°49'59" West 103.44 feet along said river; thence North 04°19'44" East 673.05 feet to the point of beginning.

Containing 5.00 Acres

Parcel 5

A portion of land located in the Northwest Quarter of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 0°29'25" West between the Northwest Corner and the Southwest Corner of said Section 12, described as follows:

Beginning at a point South 0°29'25" West 1994.38 feet along the section line and East 1142.01 feet from the Northwest Corner of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian, thence South 04°19'44" West 673.05 feet to the centerline of the Provo River; thence North 83°52'02" West 113.46 feet along said river; thence North 50°17'28" West 99.46 feet along said river; thence North 34°36'05" West 62.47 feet along said river; thence North 68°02'20" West 50.25 feet along said river; thence North 54°47'23" West 46.76 feet along said river; thence North 79°09'05" West 26.91 feet along said river; thence North 00°06'24" East 494.21 feet along the easterly line of parcel CD-2227-A-1 to a fence corner; thence South 89°51'18" East 385.91 feet to the point of beginning.

Containing 5.00 Acres

Subject to and including the following 24-foot private driveway described as follows:

A 24-foot private driveway located in the Northwest Quarter of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 0°29'25" West between the Northwest Corner and the Southwest Corner of said Section 12, described as follows:

Beginning at a point South 0°29'25" West 1500.23 feet along the section line and East 2079.13 feet from the Northwest Corner of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian, which point being located more or less on the southerly line of State Road 35; the following courses are along the centerline of the above said private driveway; thence South 14°27'11" West 382.93 feet; thence along the arc of a curve to the right 131.85 feet, having a radius of 100.00 feet and a central angle of 75°32'49", a chord of 122.51 feet bearing South 52°13'35" West; thence West 392.63 feet; thence along the arc of a curve to the left 112.15 feet, having a radius of 150.00 feet and a central angle of 42°50'12", a chord of 109.55 feet bearing South 68°34'54" West; thence along the arc of a curve to the right 79.54 feet, having a radius of 96.42 feet a central angle of 47°16'05", and a chord of 77.31 feet bearing South 66°40'01" West; thence North 89°59'59" West 185.03 feet to the terminus of the herein described centerline.



EXHIBIT B

**SITE IMPROVEMENTS PLAN**

(Insert Site Improvements Plan after this Page)

- LEGEND**
- 6" CLAY WATER MAIN
  - 1" WATER SERVICE
  - EXTENSIVE 6" WATER MAIN
  - 1" WATER SERVICE
  - PIPE MATERIAL: SEE EXHIBIT B.M.E.

**BLUE STAKE NOTE:**  
 1. ALL WATER MAINS SHALL BE INSTALLED TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.  
 2. CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION.  
 3. ALL WATER MAINS SHALL BE INSTALLED TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.  
 4. ALL WATER MAINS SHALL BE INSTALLED TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.  
 5. ALL WATER MAINS SHALL BE INSTALLED TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.

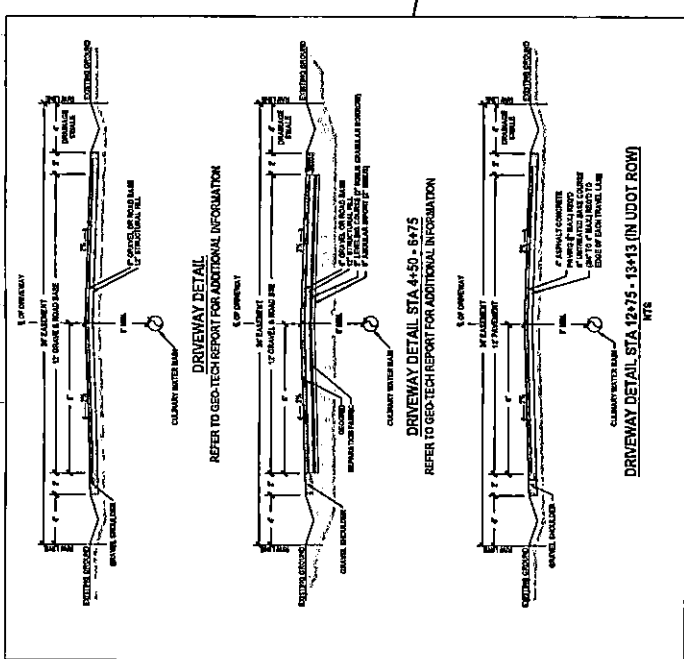
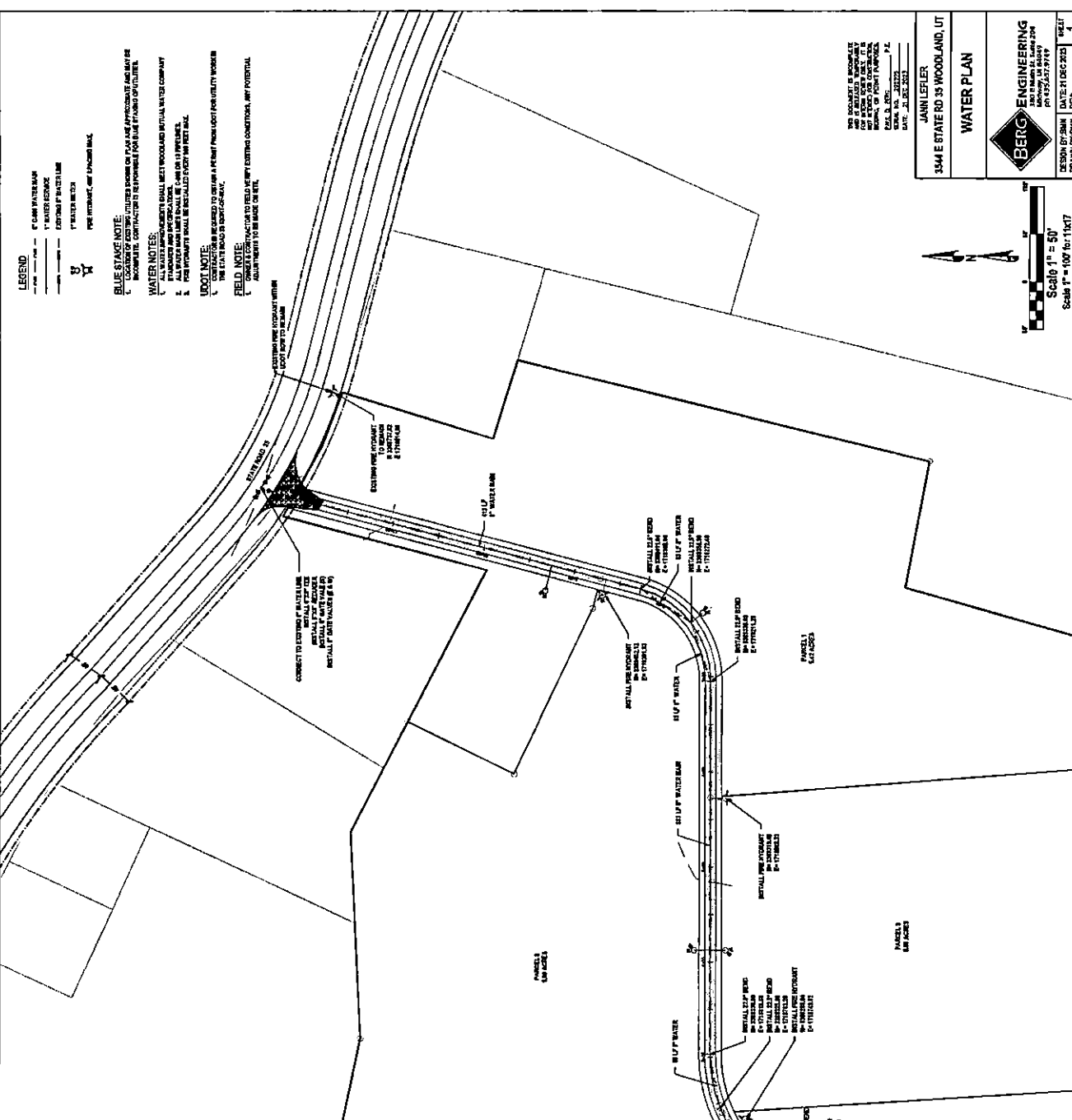
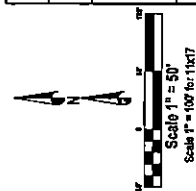
**WATER NOTES:**  
 1. ALL WATER MAINS SHALL BE INSTALLED TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.  
 2. CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION.  
 3. ALL WATER MAINS SHALL BE INSTALLED TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.  
 4. ALL WATER MAINS SHALL BE INSTALLED TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.  
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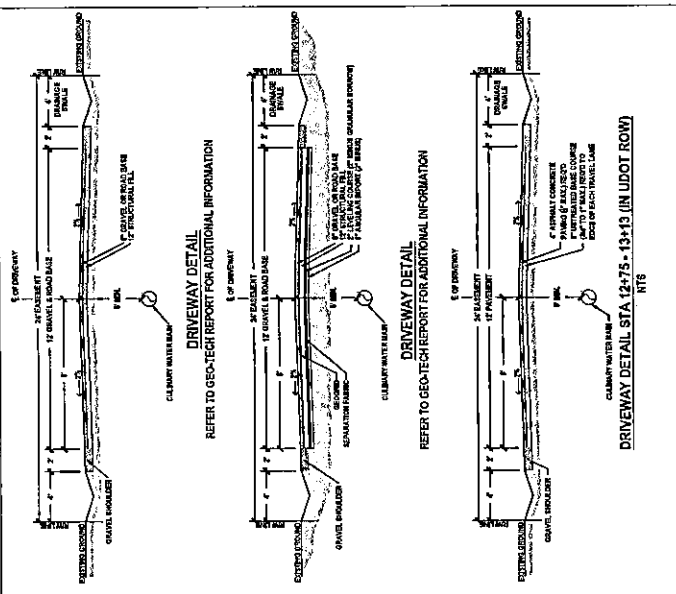
**UDOT NOTE:**  
 1. CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION.  
 2. ALL WATER MAINS SHALL BE INSTALLED TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.  
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 4. ALL WATER MAINS SHALL BE INSTALLED TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.  
 5. ALL WATER MAINS SHALL BE INSTALLED TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.

**FIELD NOTE:**  
 1. CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION.  
 2. ALL WATER MAINS SHALL BE INSTALLED TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.  
 3. ALL WATER MAINS SHALL BE INSTALLED TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.  
 4. ALL WATER MAINS SHALL BE INSTALLED TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.  
 5. ALL WATER MAINS SHALL BE INSTALLED TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.

THIS DOCUMENT IS PREPARED FOR THE CLIENT BY BERG ENGINEERING, INC. AND IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF BERG ENGINEERING, INC. ALL RIGHTS ARE RESERVED. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. P.L. BERG ENGINEERING, INC. 1000 N. 10TH ST. SUITE 200 DENVER, CO 80202 TEL: 303.733.8888 FAX: 303.733.8889

JANN LEFLER  
 3344 E STATE RD 35 WOODLAND, UT  
**WATER PLAN**  
  
 BERG ENGINEERING  
 1000 N. 10TH ST. SUITE 200  
 DENVER, CO 80202  
 TEL: 303.733.8888  
 FAX: 303.733.8889  
 DATE: 11/06/2023  
 SHEET: 1  
 DRAWN BY: JML  
 REV:





DRIVEWAY DETAIL  
REFER TO GEOTECH REPORT FOR ADDITIONAL INFORMATION

DRIVEWAY DETAIL  
REFER TO GEOTECH REPORT FOR ADDITIONAL INFORMATION

DRIVEWAY DETAIL  
REFER TO GEOTECH REPORT FOR ADDITIONAL INFORMATION

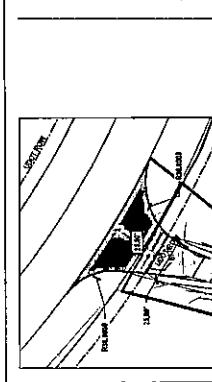
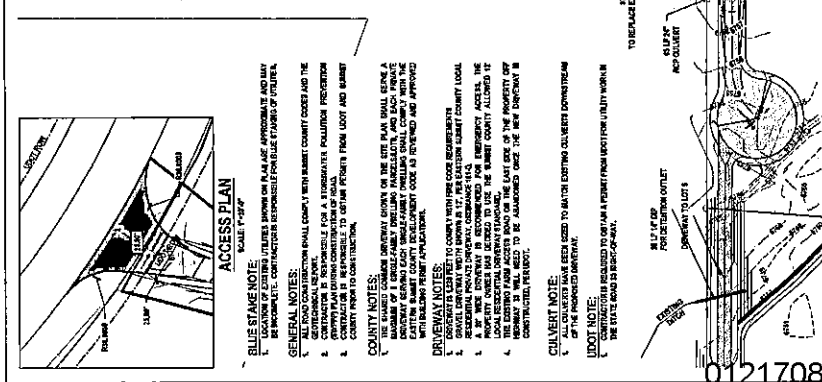
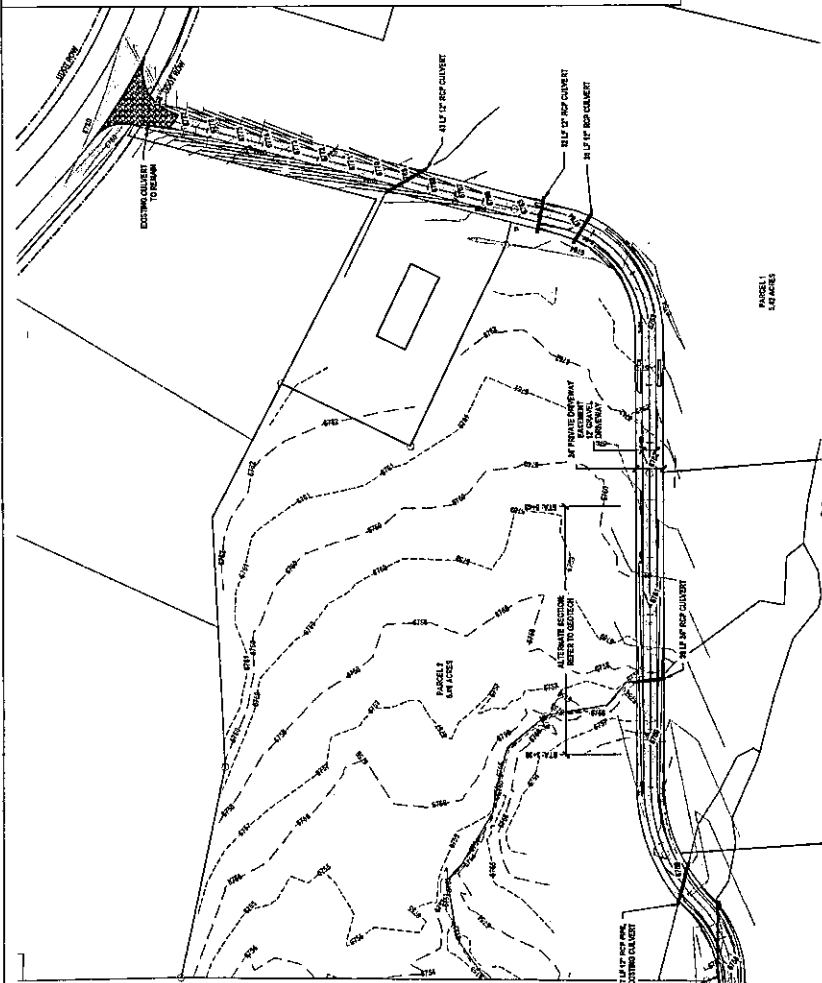
SCALE 1" = 50'  
DATE: 07/20/20  
DRAWN BY: SSK

3544 E STATE RD 35 WOODLAND, UT  
PRIVATE ACCESS  
PLAN & PROFILE

JANNI LEHLER  
SCALE 1" = 50'  
DATE: 07/20/20  
DRAWN BY: SSK

BERG ENGINEERING  
3544 E STATE RD 35 WOODLAND, UT  
PH: 435.633.7999  
WWW.BERG-ENGINEERING.COM

DATE: 07/20/20  
DRAWN BY: SSK  
REVISIONS: 2



**BILLIE STAKE NOTE**  
SCALE 1" = 20'  
1. ALL DRIVEWAY STAKES SHOWN ON THIS PLAN ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL STAKES.

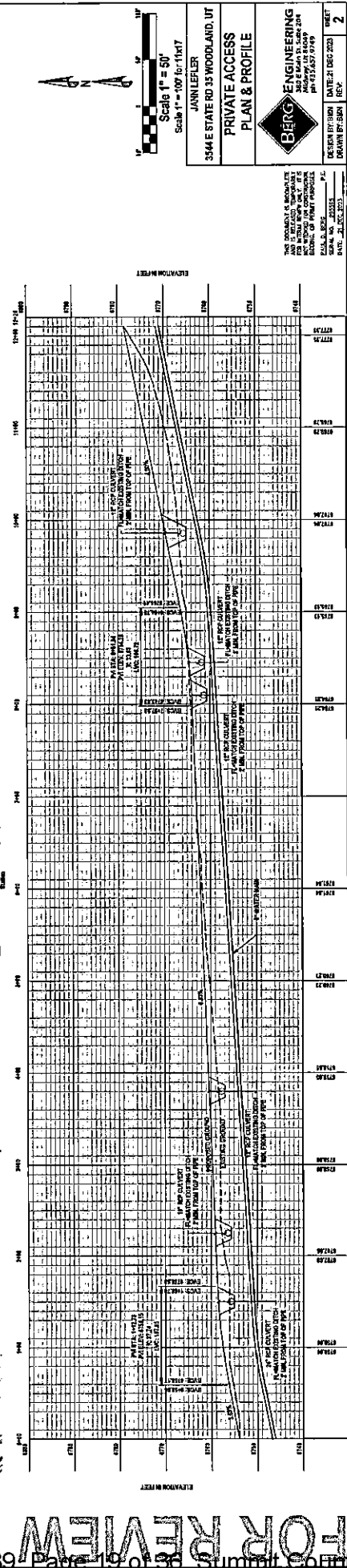
**GENERAL NOTES:**  
1. ALL DRIVEWAY STAKES SHALL COMPLY WITH SUMMIT COUNTY CODES AND THE GEOTECHNICAL REPORT.  
2. DRIVEWAY STAKES SHALL BE PLACED AT THE CORNER OF EACH DRIVEWAY.  
3. DRIVEWAY STAKES SHALL BE PLACED AT THE CORNER OF EACH DRIVEWAY.  
4. DRIVEWAY STAKES SHALL BE PLACED AT THE CORNER OF EACH DRIVEWAY.

**COUNTY NOTES:**  
1. THE SUMMIT COUNTY DRIVEWAY CODES ON THE SITE PLAN SHALL BE A MINIMUM OF 12 INCHES GRAVEL BASE, 4 INCHES CONCRETE SLAB, AND 6 INCHES CURB. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL STAKES.  
2. ALL DRIVEWAY STAKES SHALL COMPLY WITH SUMMIT COUNTY CODES AND THE GEOTECHNICAL REPORT.  
3. DRIVEWAY STAKES SHALL BE PLACED AT THE CORNER OF EACH DRIVEWAY.  
4. DRIVEWAY STAKES SHALL BE PLACED AT THE CORNER OF EACH DRIVEWAY.

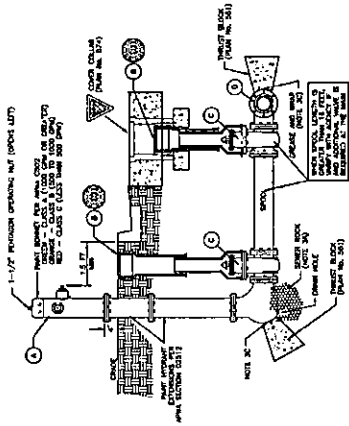
**CONTRACTOR NOTES:**  
1. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL STAKES.  
2. ALL DRIVEWAY STAKES SHALL COMPLY WITH SUMMIT COUNTY CODES AND THE GEOTECHNICAL REPORT.  
3. DRIVEWAY STAKES SHALL BE PLACED AT THE CORNER OF EACH DRIVEWAY.  
4. DRIVEWAY STAKES SHALL BE PLACED AT THE CORNER OF EACH DRIVEWAY.

**CONVERT NOTE:**  
1. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL STAKES.  
2. ALL DRIVEWAY STAKES SHALL COMPLY WITH SUMMIT COUNTY CODES AND THE GEOTECHNICAL REPORT.  
3. DRIVEWAY STAKES SHALL BE PLACED AT THE CORNER OF EACH DRIVEWAY.  
4. DRIVEWAY STAKES SHALL BE PLACED AT THE CORNER OF EACH DRIVEWAY.

**UDOT NOTE:**  
1. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL STAKES.  
2. ALL DRIVEWAY STAKES SHALL COMPLY WITH SUMMIT COUNTY CODES AND THE GEOTECHNICAL REPORT.  
3. DRIVEWAY STAKES SHALL BE PLACED AT THE CORNER OF EACH DRIVEWAY.  
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FOR REVIEW  
01217089 Page 19 of 36 Summit County

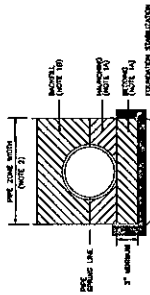


NO.	DESCRIPTION	QUANTITY
1	VALVE	1
2	HANDLE	1
3	PIPE BOX WITH LID	1
4	PIPE CASE WITH	1
5	PIPE CASE WITH	1
6	PIPE CASE WITH	1
7	PIPE CASE WITH	1
8	PIPE CASE WITH	1
9	PIPE CASE WITH	1
10	PIPE CASE WITH	1

SECTION

D3 FIRE HYDRANT VALVE  
NTS

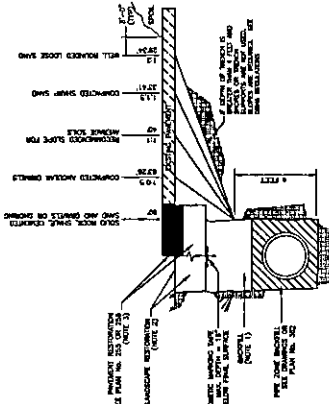
DESIGNED BY TULLY ASSOCI



**INSTALLATION**  
 CONCRETE PIPE: FILL WITH CLASS C FILL. PROVIDE 1" MINIMUM CLEARANCE BETWEEN CONCRETE PIPE AND ADJACENT STRUCTURES.  
 METAL PIPE: FILL WITH CLASS C FILL. PROVIDE 1" MINIMUM CLEARANCE BETWEEN METAL PIPE AND ADJACENT STRUCTURES.  
 CONCRETE PIPE: FILL WITH CLASS C FILL. PROVIDE 1" MINIMUM CLEARANCE BETWEEN CONCRETE PIPE AND ADJACENT STRUCTURES.  
 METAL PIPE: FILL WITH CLASS C FILL. PROVIDE 1" MINIMUM CLEARANCE BETWEEN METAL PIPE AND ADJACENT STRUCTURES.

SECTION

D2 PIPE ZONE BACKFILL  
NTS



SECTION

D1 TRENCH BACKFILL  
NTS

NOTES

- BACKFILL: Above the pipe zone.  
 A. Gravel/Fill: Limit maximum particle size to 8 inches. Place 1st per APWA Section 32.05.21. Compact to a modified proctor density of 95 percent or greater.  
 B. Backfill: Provide backfill material per pipe manufacturer's recommendations. Water piping is not allowed in backfilling operation.  
 C. Section 31.05.15: Care must be taken to ensure proper compaction.  
 D. LANDSCAPE RESTORATION: Provide backfilled areas with topsoil. Reestablish native vegetation to match pre-construction conditions. See APWA Section 32.02.00 or APWA Section 33.03.13 requirements.  
 E. PAVEMENT RESTORATION: Do not install asphalt or concrete surfacing until trench compaction is accepted by ENGINEER.  
 F. PEAGRAVEL: Pea gravel is not allowed in any part of the trench.

NOTES

- BACKFILL: Do not use sewer rock or recycled RAP aggregate in the pipe zone.  
 A. Gravel/Fill: Limit maximum particle size to 8 inches. Place 1st per APWA Section 32.05.21. Compact to a modified proctor density of 95 percent or greater.  
 B. Backfill: Provide backfill material per pipe manufacturer's recommendations. Water piping is not allowed in backfilling operation.  
 C. Section 31.05.15: Care must be taken to ensure proper compaction.  
 D. LANDSCAPE RESTORATION: Provide backfilled areas with topsoil. Reestablish native vegetation to match pre-construction conditions. See APWA Section 32.02.00 or APWA Section 33.03.13 requirements.  
 E. PAVEMENT RESTORATION: Do not install asphalt or concrete surfacing until trench compaction is accepted by ENGINEER.  
 F. PEAGRAVEL: Pea gravel is not allowed in any part of the pipe zone.  
 G. FOUNDATION STABILIZATION: Use sewer rock of APWA Section 31.05.13. Installation of stabilization aggregate per APWA Section 31.05.19 will be required if the pipe zone is not stable. Pea gravel is not allowed in sewer rock covered provide a working surface of to prevent soil migration.

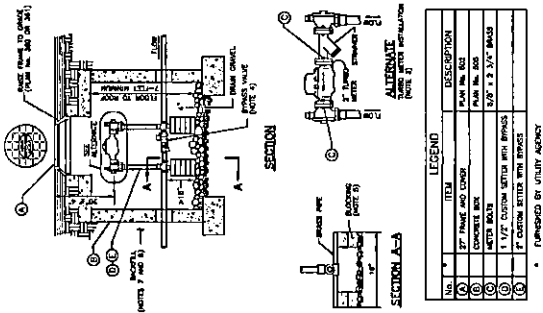
NOTES

- INSPECTION: Prior to backfilling, secure inspection of installation by ENGINEER.
- BACKFILL: Provide and place per APWA Section 32.05.21. Compact per APWA Section 32.02.22 to a modified proctor density of 95 percent or greater. Minimum in backfilling of trench backfill compaction.
- INSTALLATION: Do not use sewer rock or recycled RAP aggregate in the pipe zone.  
 A. Gravel/Fill: Limit maximum particle size to 8 inches. Place 1st per APWA Section 32.05.21. Compact to a modified proctor density of 95 percent or greater. Minimum in backfilling of trench backfill compaction.  
 B. Backfill: Provide backfill material per pipe manufacturer's recommendations. Water piping is not allowed in backfilling operation.  
 C. Section 31.05.15: Care must be taken to ensure proper compaction.  
 D. LANDSCAPE RESTORATION: Provide backfilled areas with topsoil. Reestablish native vegetation to match pre-construction conditions. See APWA Section 32.02.00 or APWA Section 33.03.13 requirements.  
 E. PAVEMENT RESTORATION: Do not install asphalt or concrete surfacing until trench compaction is accepted by ENGINEER.  
 F. PEAGRAVEL: Pea gravel is not allowed in any part of the pipe zone.  
 G. FOUNDATION STABILIZATION: Use sewer rock of APWA Section 31.05.13. Installation of stabilization aggregate per APWA Section 31.05.19 will be required if the pipe zone is not stable. Pea gravel is not allowed in sewer rock covered provide a working surface of to prevent soil migration.

JANN LEFLER  
 3544 E STATE RD 35 WOODLAND, UT  
 84394  
 (435) 735-2222  
 (435) 735-2223  
 (435) 735-2224  
 (435) 735-2225  
 (435) 735-2226  
 (435) 735-2227  
 (435) 735-2228  
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 (435) 735-2237  
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 (435) 735-2239  
 (435) 735-2240  
 (435) 735-2241  
 (435) 735-2242  
 (435) 735-2243  
 (435) 735-2244  
 (435) 735-2245  
 (435) 735-2246  
 (435) 735-2247  
 (435) 735-2248  
 (435) 735-2249  
 (435) 735-2250

WATER DETAILS

BERG ENGINEERING  
 2400 S. 1000 W. SUITE 104  
 WEST VALLEY CITY, UT 84119  
 (435) 735-2222  
 (435) 735-2223  
 (435) 735-2224  
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 (435) 735-2245  
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 (435) 735-2248  
 (435) 735-2249  
 (435) 735-2250



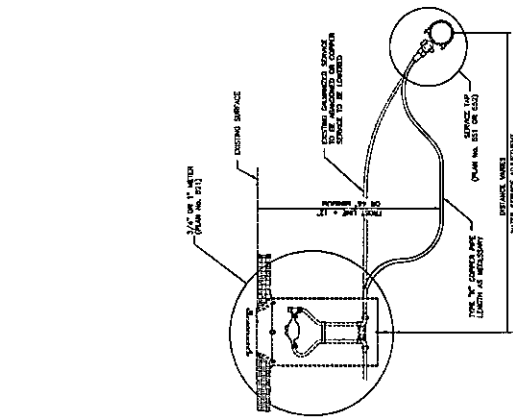
NO.	ITEM	DESCRIPTION
1	27" FRAME AND COVER	PLAN NO. 600
2	CONCRETE BOX	PLAN NO. 600
3	METER BOX	107' & 3/4" BRASS
4	1 1/2" CUSTOM WATER METER	BRASS
5	1" CUSTOM WATER METER	BRASS

\* FURNISHED BY UTILITY AGENCY

**D1** NTS  
**1" WATER METER**

**NOTES**

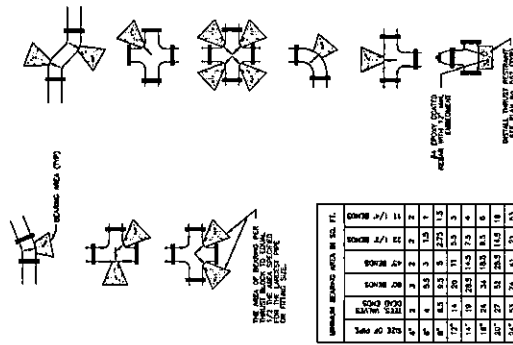
- WATER PLACEMENT:**
  - In new construction, install meter at center of lot or per agency requirements.
  - All meters are to be installed in the park strip or within 7 feet of the property line.
  - Do not install meters under driveway approaches, sidewalks, curbs and gutters.
- PIPE:** Install pipe 1/2" above pipe to inventory line. Coordinate with utility agency for pipe at pole to be used outside of agency property.
- ALTERNATE:** Turbine meters are required on all projects used exclusively for irrigation or production. Where feasible, use of approved, cast aluminum meter.
- BYPASS VALVE:** Lock in off position.
- BLOCKING:** Use City blocks or concrete block.
- CONCRETE BOX:**
  - Center frame and cover over water meter.
  - Allow 1 inch clearance around waterline where the passes through wall. Seal opening with compressible seal.
- INSPECTION:** Prior to backfilling around the meter box, secure inspection of installation by ENGINEER.
- BACKFILL:** Provide and place per APWA Section 33.05.21. Compact per APWA Section 31.23.25 to a modified proctor density of 95 percent or greater. Maximum lift thickness is 8 inches before compaction.



**D2** NTS  
**WATER SERVICE LINE**

**NOTES**

- INSPECTION:** Prior to backfilling trench excavation, secure inspection of installation by ENGINEER.
- BACKFILL:** Provide and place per APWA Section 33.05.20. Compact per APWA Section 31.23.25 to a modified proctor density of 95 percent or greater. Maximum lift thickness is 8 inches before compaction.
- FITTINGS:** Provide brass fittings and nipples. Do not use galvanized materials.

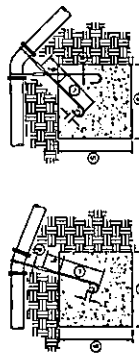


MINIMUM BEARING AREA IN SQ. FT.	MINIMUM BEARING AREA IN SQ. FT.
1/2" x 1/2" x 1/2"	1.125
3/4" x 3/4" x 3/4"	2.25
1" x 1" x 1"	3.375
1 1/4" x 1 1/4" x 1 1/4"	6.75
1 1/2" x 1 1/2" x 1 1/2"	10.125
1 3/4" x 1 3/4" x 1 3/4"	15.1875
2" x 2" x 2"	20.0
2 1/4" x 2 1/4" x 2 1/4"	28.125
2 1/2" x 2 1/2" x 2 1/2"	35.9375
2 3/4" x 2 3/4" x 2 3/4"	44.15625
3" x 3" x 3"	52.5
3 1/4" x 3 1/4" x 3 1/4"	62.53125
3 1/2" x 3 1/2" x 3 1/2"	72.65625
3 3/4" x 3 3/4" x 3 3/4"	83.03125
4" x 4" x 4"	93.75

**D3** NTS  
**DIRECT BEARING THRUST BLOCK**

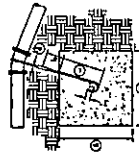
**NOTES**

- CONCRETE:** Class 2000 minimum per APWA Section 03.30.04. Pour concrete against undisturbed soil.
- PIPE JOINTS:** Do not cover with concrete. Leave completely accessible.
- GREASE:** Apply pipe joint grease to all buried metal surfaces. Wrap with 1 mil thick polyethylene sheet and tape wrap.
- SPECIAL CONSTRUCTION REQUIREMENTS:**
  - Beating areas, volumes, and special thrust blocking details shown on Drawings take precedence over this plan.
  - Beating areas, volumes, and special thrust blocking details shown on Drawings take precedence over this plan.
  - Yield strength of the down bars is at least 15 msi block. Minimum stress is 70,000 psi.
  - Locking restraint devices may be used in conjunction with concrete thrust blocking (at option of ENGINEER).
- INSPECTION:** Prior to backfilling around thrust block, secure inspection of installation by ENGINEER.
- BACKFILL:** Provide and place per APWA Section 33.05.20. Compact per APWA Section 31.23.25 to a modified proctor density of 95 percent or greater. Maximum lift thickness is 8 inches before compaction.



**TYPE A RESTRAINT**  
FOR 1 1/2" TO 3" TYPICAL BLOCKS

NO.	DESCRIPTION	MINIMUM BEARING AREA IN SQ. FT.
1	1 1/2" x 1 1/2" x 1 1/2"	10.125
2	1 3/4" x 1 3/4" x 1 3/4"	15.1875
3	2" x 2" x 2"	20.0
4	2 1/4" x 2 1/4" x 2 1/4"	28.125
5	2 1/2" x 2 1/2" x 2 1/2"	35.9375
6	2 3/4" x 2 3/4" x 2 3/4"	44.15625
7	3" x 3" x 3"	52.5
8	3 1/4" x 3 1/4" x 3 1/4"	62.53125
9	3 1/2" x 3 1/2" x 3 1/2"	72.65625
10	3 3/4" x 3 3/4" x 3 3/4"	83.03125
11	4" x 4" x 4"	93.75



**TYPE B RESTRAINT**  
FOR 1 1/2" TO 3" TYPICAL BLOCKS

NO.	DESCRIPTION	MINIMUM BEARING AREA IN SQ. FT.
1	1 1/2" x 1 1/2" x 1 1/2"	10.125
2	1 3/4" x 1 3/4" x 1 3/4"	15.1875
3	2" x 2" x 2"	20.0
4	2 1/4" x 2 1/4" x 2 1/4"	28.125
5	2 1/2" x 2 1/2" x 2 1/2"	35.9375
6	2 3/4" x 2 3/4" x 2 3/4"	44.15625
7	3" x 3" x 3"	52.5
8	3 1/4" x 3 1/4" x 3 1/4"	62.53125
9	3 1/2" x 3 1/2" x 3 1/2"	72.65625
10	3 3/4" x 3 3/4" x 3 3/4"	83.03125
11	4" x 4" x 4"	93.75

Plan No. 562

**D4** NTS  
**Tie-down Thrust Restraints**

**NOTES**

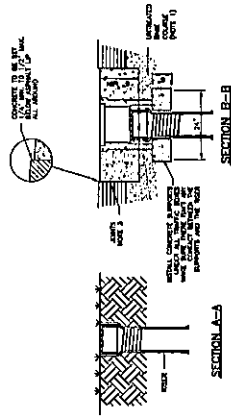
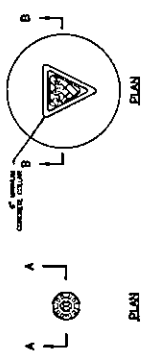
- CONCRETE:** Class 2000 minimum per APWA Section 03.30.04. Pour concrete against undisturbed soil.
- PIPE JOINTS:** Do not cover with concrete. Leave completely accessible.
- GREASE:** Apply pipe joint grease to all buried metal surfaces. Wrap with 1 mil thick polyethylene sheet and tape wrap.
- SPECIAL CONSTRUCTION REQUIREMENTS:**
  - Beating areas, volumes, and special thrust blocking details shown on Drawings take precedence over this plan.
  - Beating areas, volumes, and special thrust blocking details shown on Drawings take precedence over this plan.
  - Yield strength of the down bars is at least 15 msi block. Minimum stress is 70,000 psi.
  - Locking restraint devices may be used in conjunction with concrete thrust blocking (at option of ENGINEER).
- INSPECTION:** Prior to backfilling around thrust block, secure inspection of installation by ENGINEER.
- BACKFILL:** Provide and place per APWA Section 33.05.20. Compact per APWA Section 31.23.25 to a modified proctor density of 95 percent or greater. Maximum lift thickness is 8 inches before compaction.

JANNI LEFLER  
3444 E STATE RD 35 WOODLAND, UT

**WATER DETAILS**



DATE: 01/06/2020  
DRAWN BY: SMOG  
REV: 4

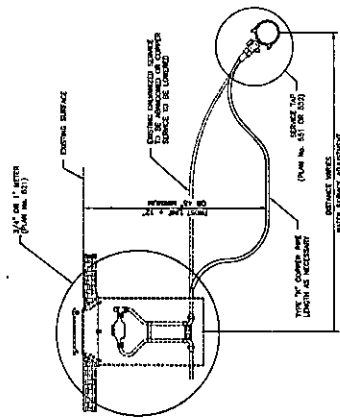


574  
Cover collar for water valve boxes

**D1) NTS** COVER COLLAR FOR WATER BOXES

**NOTES**

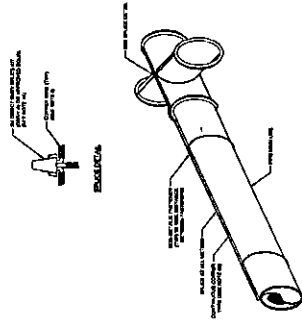
1. INTEGRATED BASE COURSE: Provide material specified in APWA Section 03.11.23. Do not use aggregate per APWA Section 03.30.10. Maximum aggregate size shall be 1/2\"/>



**D2) NTS** GATE VALVE ASSEMBLY

**NOTES**

1. INSPECTIONS: Prior to backfilling trench excavation, secure inspection of installation by ENGINEER.
2. QUALITY: Provide and place per APWA Section 03.05.03. Compact per APWA Section 03.22.28 to a specified proctor density of 95 percent or greater. Maximum fit thickness is 8 inches before compaction.
3. FITTINGS: Provide brass fittings and nipples. Do not use galvanized materials.



**D3) NTS** TRACER WIRE

**NOTES**

1. COPPER TRACER WIRE TO BE INSTALLED THE LENGTH OF PRELINE AND EACH COLLINEARY SERVICE, AND SECONDARY SERVICE. ALONG EACH PRESSURIZED IRRIGATION PIPELINE AND SERVICE, TRACER WIRE TO BE INSTALLED THE LENGTH OF EACH PRELINE AND EACH COLLINEARY SERVICE. TRACER WIRE TO BE BROUGHT TO THE END OF EACH PRELINE AND COLLINEARY LINES, NOT TO EXCEED 800 FEET.
2. TRACER WIRE TO BE INSTALLED ALONG EACH WATER SERVICE TO THE METER CAN.
3. TRACER WIRE TO BE INSTALLED AND MAINTAINED ON TOP OF THE CENTERLINE DURING BACKFILL.
4. THE CONNECTION FOR DIRECT BURIAL, THE KIT SHALL INCLUDE A 3M (OR APPROVED EQUAL) PERFORMANCE PLUS WIRE CONNECTOR AND A HIGH IMPACT, UV RESISTANT POLYPROPYLENE TUBE PREFILLED WITH POLYURETHANE FOAM INSULATION.
5. COPPER WIRE SHALL BE #12 AWG SOLID UP TYPE WITH CROSSLINKED POLYETHYLENE INSULATION.
6. CONTRACTOR SHALL TEST TRACER WIRE FOR CONTINUITY PRIOR TO PAVING IN THE PRESENCE OF THE ENGINEER.
7. ALL FITTINGS AND FITTINGS ARE REQUIRED TO BE NEW MEGALUG RESTRAINED JOINT FITTINGS ON PIPE MAIN LINE.

THE ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN.

JANN LEFLER  
3444 E STATE RD 33 WOODLAND, UT

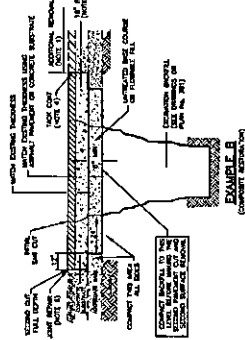
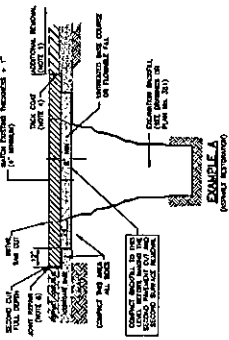


BERG ENGINEERING  
200 S. MAIN ST. SUITE 201  
MOUNTAIN VIEW, UT 84040  
PHONE: 435.225.2222 FAX: 435.225.2222  
WWW.BERGENGINEERING.COM

DATE: 01/06/2020  
DRAWN BY: SHM  
REVISIONS: 5

**DEEP EXCAVATION**

USE THIS AS GUIDE FOR INDICATING SURFACE TO SURFACE OF EXCAVATION



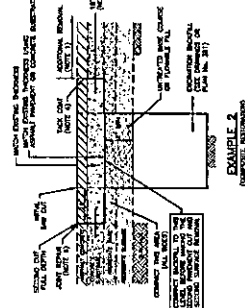
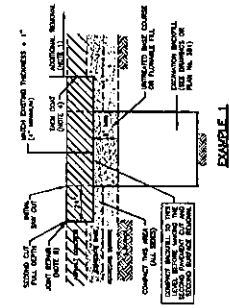
**D1 NTS**

**NOTES**

1. **ADDITIONAL PAVEMENT REMOVAL:** Remove additional pavement to an existing joint in the concrete slab. If greater than 1/2 inch, remove 1/2 inch.
2. **UNTREATED BASE COURSE:** Provide material specified in APWA Section 32.11.21.
  - A. Do not use gravel as a substitute for untreated base course without ENGINEER'S permission.
  - B. Place material per APWA Section 32.05.10.
  - C. Compact material to a minimum of 95 percent relative compaction. Maximum lift thickness before compaction is 8 inches when using riding compaction equipment or 6 inches when using hand held compaction equipment.
3. **FLOWABLE FILL:** Provide 20 day 40 psi compressed low strength material as specified in APWA Section 32.05.15. Use 27 mixing technique with 1 inch vibration in not required. Cure to final set before placing new concrete pavement. Use flowable fill in excavations that are too narrow to receive compaction equipment.
4. **REINFORCEMENT:** ASTM A 615, Grade 60, No. 5 galvanized or epoxy coated deformed steel 24 inches on center.
5. **TACK COAT:** Type 1 (non-soluble poly) latex base or acrylic base latex per ASTM C 1039. Do not apply tack coat to expansion joints.
6. **CONCRETE:** Class 4000 per APWA Section 32.03.04.
  - A. If curb and gutter was poured monolithic to the pavement slab then curb and gutter must also be removed and replaced with the patch slab. Reinforcement must be placed in concrete to match existing concrete.
  - B. Obtain all specs of old and new concrete prior to concrete placement. Apply a concrete bonding compound at tack coat. Place concrete per APWA Section 32.03.04.
  - C. Match existing concrete thickness.
  - D. Place of surface elevations that exceed 1/4 inch deviation in 10 feet. Cure concrete per APWA Section 32.03.00 with Type II Class A or B (paver with toggle dry) membrane forming compound unless specified otherwise.
  - E. Cure concrete per APWA Section 32.03.00 with Type II Class A or B (paver with toggle dry) membrane forming compound unless specified otherwise.
7. **Joints:** Saw cut the surface of the new concrete to match existing concrete pavement joint pattern. Use the appropriate joint types shown in Plan No. 281.

**SHALLOW EXCAVATION**

USE THIS AS GUIDE FOR INDICATING SURFACE TO SURFACE OF EXCAVATION



**D2 NTS**

**NOTES**

1. **ADDITIONAL PAVEMENT REMOVAL:** Remove additional pavement to a finished base course, minimum 2 inches, or an edge of the pavement to an edge of the existing base course.
2. **UNTREATED BASE COURSE:** Provide material specified in APWA Section 32.11.23.
  - A. Do not use gravel as a substitute for untreated base course without ENGINEER'S permission.
  - B. Place material per APWA Section 32.05.10.
  - C. Compact per APWA Section 32.29 to a minimum of 95 percent relative compaction. Maximum lift thickness before compaction is 8 inches when using riding compaction equipment or 6 inches when using hand held compaction equipment.
3. **FLOWABLE FILL:** Provide 20 day 40 psi compressed low strength material as specified in APWA Section 32.05.15. Use 27 mixing technique with 1 inch vibration in not required. Cure to final set before placing approved base or asphalt pavement. Use flowable fill in excavations that are too narrow to receive compaction equipment.
4. **TACK COAT:** APWA Section 32.13.14. Full tack coat coverage on all vertical surfaces.
5. **ASPHALT PAVEMENT:** Use asphalt concrete specified in APWA Section 32.03.25.
  - A. Do not use gravel as a substitute for asphalt concrete without ENGINEER'S permission.
  - B. Compact to 44 percent of ASTM D 2922 (Room Method) plus or minus 2 percent.
6. **REINFORCEMENT:** ASTM A 615, Grade 60, No. 5 galvanized or epoxy coated deformed steel 24 inches on center.
  - A. Required if existing concrete thickness is 8 inches or greater.
  - B. Place reinforcement in concrete to match existing concrete.
  - C. Obtain all specs of old and new concrete prior to concrete placement. Apply a concrete bonding compound at tack coat. Place concrete per APWA Section 32.03.04.
  - D. Match existing concrete thickness.
7. **CONCRETE SUBSTITUTE:** Class 4000 per APWA Section 32.03.04. Place concrete per APWA Section 32.03.10. Cure to final set before placing new asphalt concrete patch.
8. **JOINT REPAIR:** If a crack occurs at the "T" patch connection to existing pavement or at any other location, seal the crack per APWA Section 32.01.17.
9. **PATCH REPAIR:** Repair the original pavement patch if any of the following conditions occur:
  - A. Pavement surface elevation exceeds 1/4 inch deviation in 10 feet. Repair patch. Place of surface elevations. Cure concrete with a curing or moisture evaporation retardant.
  - B. Cracks at least 1/4 inch long and 1/4 inch wide occur more often than 1 in 10 square feet.
  - C. Repair cost: Check site.
  - D. Maximum depth of repair more than 1 square foot per 100 square feet. Repair spots: 100 and over.

THIS DOCUMENT IS REPRODUCED FROM AN ORIGINAL DRAWING. ANY CHANGES TO THIS DOCUMENT SHALL BE MADE TO THE ORIGINAL DRAWING. DATE: 06/20/2013  
 JAVN LEFLER  
 3444 E STATE RD 35 WOODLAND, UT

**WATER DETAILS**

**BERG ENGINEERING**  
 200 E. Main St., Suite 204  
 Provo, UT 84601  
 Phone: 801.733.7718  
 Fax: 801.733.7719

DATE: 06/20/2013  
 DRAWN BY: JEN  
 REV: 6





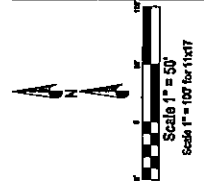


NO RELEASED INFORMATION  
 THIS DRAWING IS THE PROPERTY OF BERG ENGINEERING  
 AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF BERG ENGINEERING.  
 DATE: 21 SEP 2023  
 DRAWN BY: JML

JAN LIEFER  
 344 E STATE RD 35 WOODLAND, UT  
 STORM DRAIN PLAN

**BERG ENGINEERING**  
 344 E STATE RD 35 WOODLAND, UT  
 84397-1000  
 PH: 435.737.9191

DESIGN BY: JML DATE: 21 SEP 2023 SHEET  
 DRAWN BY: JML REV: 8



**LEGEND**

THE PERCOLATION TEST LOCATIONS  
 DRAINAGE BASIN  
 18\"/>

**PERCOLATION TESTS:**

TEST #	PERCOLATION RATE (GPM)	PERCOLATION RATE (MGD)
1	0.00	0.00
2	0.00	0.00
3	0.00	0.00
4	0.00	0.00
5	0.00	0.00
6	0.00	0.00
7	0.00	0.00
8	0.00	0.00
9	0.00	0.00
10	0.00	0.00
11	0.00	0.00
12	0.00	0.00
13	0.00	0.00
14	0.00	0.00
15	0.00	0.00
16	0.00	0.00
17	0.00	0.00
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23	0.00	0.00
24	0.00	0.00
25	0.00	0.00
26	0.00	0.00
27	0.00	0.00
28	0.00	0.00
29	0.00	0.00
30	0.00	0.00
31	0.00	0.00
32	0.00	0.00
33	0.00	0.00
34	0.00	0.00
35	0.00	0.00
36	0.00	0.00
37	0.00	0.00
38	0.00	0.00
39	0.00	0.00
40	0.00	0.00
41	0.00	0.00
42	0.00	0.00
43	0.00	0.00
44	0.00	0.00
45	0.00	0.00
46	0.00	0.00
47	0.00	0.00
48	0.00	0.00
49	0.00	0.00
50	0.00	0.00

SEE PERCOLATION TEST REPORT FOR DETAILED DATA PROVIDED BY CES LLC FOR MORE INFORMATION.

**Table 1.1: Storm Drainage and Infiltration Data**

Storm Drainage	Drainage Area (Acres)	Drainage Area (Sq. Ft.)	Drainage Area (Sq. Yds.)	Drainage Area (Sq. Meters)	Drainage Area (Sq. Kilometers)
1	0.00	0.00	0.00	0.00	0.00
2	0.00	0.00	0.00	0.00	0.00
3	0.00	0.00	0.00	0.00	0.00
4	0.00	0.00	0.00	0.00	0.00
5	0.00	0.00	0.00	0.00	0.00
6	0.00	0.00	0.00	0.00	0.00
7	0.00	0.00	0.00	0.00	0.00
8	0.00	0.00	0.00	0.00	0.00
9	0.00	0.00	0.00	0.00	0.00
10	0.00	0.00	0.00	0.00	0.00
11	0.00	0.00	0.00	0.00	0.00
12	0.00	0.00	0.00	0.00	0.00
13	0.00	0.00	0.00	0.00	0.00
14	0.00	0.00	0.00	0.00	0.00
15	0.00	0.00	0.00	0.00	0.00
16	0.00	0.00	0.00	0.00	0.00
17	0.00	0.00	0.00	0.00	0.00
18	0.00	0.00	0.00	0.00	0.00
19	0.00	0.00	0.00	0.00	0.00
20	0.00	0.00	0.00	0.00	0.00
21	0.00	0.00	0.00	0.00	0.00
22	0.00	0.00	0.00	0.00	0.00
23	0.00	0.00	0.00	0.00	0.00
24	0.00	0.00	0.00	0.00	0.00
25	0.00	0.00	0.00	0.00	0.00
26	0.00	0.00	0.00	0.00	0.00
27	0.00	0.00	0.00	0.00	0.00
28	0.00	0.00	0.00	0.00	0.00
29	0.00	0.00	0.00	0.00	0.00
30	0.00	0.00	0.00	0.00	0.00
31	0.00	0.00	0.00	0.00	0.00
32	0.00	0.00	0.00	0.00	0.00
33	0.00	0.00	0.00	0.00	0.00
34	0.00	0.00	0.00	0.00	0.00
35	0.00	0.00	0.00	0.00	0.00
36	0.00	0.00	0.00	0.00	0.00
37	0.00	0.00	0.00	0.00	0.00
38	0.00	0.00	0.00	0.00	0.00
39	0.00	0.00	0.00	0.00	0.00
40	0.00	0.00	0.00	0.00	0.00
41	0.00	0.00	0.00	0.00	0.00
42	0.00	0.00	0.00	0.00	0.00
43	0.00	0.00	0.00	0.00	0.00
44	0.00	0.00	0.00	0.00	0.00
45	0.00	0.00	0.00	0.00	0.00
46	0.00	0.00	0.00	0.00	0.00
47	0.00	0.00	0.00	0.00	0.00
48	0.00	0.00	0.00	0.00	0.00
49	0.00	0.00	0.00	0.00	0.00
50	0.00	0.00	0.00	0.00	0.00

**Table 1.2: Storm Drainage and Infiltration Data**

Storm Drainage	Drainage Area (Acres)	Drainage Area (Sq. Ft.)	Drainage Area (Sq. Yds.)	Drainage Area (Sq. Meters)	Drainage Area (Sq. Kilometers)
1	0.00	0.00	0.00	0.00	0.00
2	0.00	0.00	0.00	0.00	0.00
3	0.00	0.00	0.00	0.00	0.00
4	0.00	0.00	0.00	0.00	0.00
5	0.00	0.00	0.00	0.00	0.00
6	0.00	0.00	0.00	0.00	0.00
7	0.00	0.00	0.00	0.00	0.00
8	0.00	0.00	0.00	0.00	0.00
9	0.00	0.00	0.00	0.00	0.00
10	0.00	0.00	0.00	0.00	0.00
11	0.00	0.00	0.00	0.00	0.00
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15	0.00	0.00	0.00	0.00	0.00
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17	0.00	0.00	0.00	0.00	0.00
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19	0.00	0.00	0.00	0.00	0.00
20	0.00	0.00	0.00	0.00	0.00
21	0.00	0.00	0.00	0.00	0.00
22	0.00	0.00	0.00	0.00	0.00
23	0.00	0.00	0.00	0.00	0.00
24	0.00	0.00	0.00	0.00	0.00
25	0.00	0.00	0.00	0.00	0.00
26	0.00	0.00	0.00	0.00	0.00
27	0.00	0.00	0.00	0.00	0.00
28	0.00	0.00	0.00	0.00	0.00
29	0.00	0.00	0.00	0.00	0.00
30	0.00	0.00	0.00	0.00	0.00
31	0.00	0.00	0.00	0.00	0.00
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33	0.00	0.00	0.00	0.00	0.00
34	0.00	0.00	0.00	0.00	0.00
35	0.00	0.00	0.00	0.00	0.00
36	0.00	0.00	0.00	0.00	0.00
37	0.00	0.00	0.00	0.00	0.00
38	0.00	0.00	0.00	0.00	0.00
39	0.00	0.00	0.00	0.00	0.00
40	0.00	0.00	0.00	0.00	0.00
41	0.00	0.00	0.00	0.00	0.00
42	0.00	0.00	0.00	0.00	0.00
43	0.00	0.00	0.00	0.00	0.00
44	0.00	0.00	0.00	0.00	0.00
45	0.00	0.00	0.00	0.00	0.00
46	0.00	0.00	0.00	0.00	0.00
47	0.00	0.00	0.00	0.00	0.00
48	0.00	0.00	0.00	0.00	0.00
49	0.00	0.00	0.00	0.00	0.00
50	0.00	0.00	0.00	0.00	0.00

**EXHIBIT C**

**COST OF CONSTRUCTION PE ESTIMATE**

(Insert Cost of Construction PE Estimate after this Page)



380 E Main, Suite 204  
 Midway, UT 84049  
 801.723.2000

**The Woodland Group, LLC - Private Access Driveway**  
**Opinion of Probable Construction Costs**

15-Dec-23

Prepared by: Bryan Nicholas, PLA

<u>Pay Item</u>	<u>Description</u>	<u>Project Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Silt fence	3,695	lf	\$ 3.00	\$ 11,085.00
2	Revegetation	48,495	sf	\$ 0.18	\$ 8,729.10
3	Clear and grub main private driveway & Lot 5 Driveway	2,503	sy	\$ 2.60	\$ 6,507.80
4	Unclassified Excavation for roadway, swales and pond	1,992	cy	\$ 23.00	\$ 45,816.00
5	6" Road Base (Option 1, refer to Soils report)	35	cy	\$ 46.00	\$ 1,610.00
6	6" Untreated base (Option 2, refer to soils report)	35	cy	\$ 46.00	\$ 1,610.00
7	12" Compacted Granular Borrow Subgrade (Option 2, refer to soils report)	70	cy	\$ 35.00	\$ 2,450.00
8	2" Leveling Course (2" minus granular borrow) (Option 2, refer to soils report)	12	cy	\$ 35.00	\$ 420.00
9	6" Angular Import (2" minus) (Option 2, refer to soils report)	35	cy	\$ 35.00	\$ 1,225.00
10	Stacked Boulder Wall	150	lf	\$ 100.00	\$ 15,000.00
11	Detention Outlet Structure	1	ea	\$ 10,000.00	\$ 10,000.00
12	Concrete Headwall	1	ea	\$ 5,000.00	\$ 5,000.00
13	Reinforced Concrete Pipe (Culverts)	280	lf	\$ 40.00	\$ 11,200.00

**Project Subtotal \$ 120,652.90**  
**Contingency (10%) \$ 12,065.29**  
**Warranty Amount \$ 132,718.19**

**EXHIBIT D**

**ASSURANCE**

(Insert the proper Assurance after this Page)

**CASH BOND ESCROW AGREEMENT & INSTRUCTIONS**

THIS ESCROW AGREEMENT AND INSTRUCTIONS (this "Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and among The Woodland Group, LLC, 3544 E SR 35, ("Developer"); Summit County, a body corporate and politic of the State of Utah ("County"); and [Name and address of Title Company or Escrow Agent, which may include the County Treasurer] ("Escrow Agent"), with reference to the following: Woodland,  
UT, 84036

A. In connection with development of [Name of Project], the Developer and the County have entered into that certain Development Improvements Agreement, dated \_\_\_\_\_, and recorded in the Office of the Summit County Record as Entry No. \_\_\_\_\_, Book \_\_\_\_\_, beginning at Page \_\_\_\_\_, (the "DIA"), which is incorporated herein by this reference, whereby the Developer has agreed to construct and install various improvements (the "Improvements").

B. In conjunction with the DIA, the County has received an estimate, certified by a Utah State Professional Engineer, for the total costs to complete the Improvements, inclusive of any construction engineering, permit fees or other costs required to complete the Improvements ("Cost of Construction"), plus the 10% warranty, in the amount of \$ 132,718.19 and that this amount shall be referred to in this Agreement as the "Funds".

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein the Developer, County and Escrow Agent agree as follows:

1. Establishment of Escrow; Release of Funds.

(a) Appointment of the Escrow Agent. Developer and County appoint and designate Escrow Agent as escrow agent to receive, hold, and disburse the Funds in accordance with the terms of this Agreement. Escrow Agent accepts its appointment as the escrow agent and agrees to receive, hold, and disperse the Funds in accordance with the terms of this Agreement.

(b) Funds. The Funds will be deposited into an interest bearing account designated by the Developer and County, and administered and disbursed by the Escrow Agent consistent with this Agreement.

(c) Escrow Period. The period for which the Funds will be held in escrow under this Agreement will begin as of the Effective Date and will terminate upon the disbursement of the last of the Funds in the manner provided below.

(d) Disbursement and Release of the Funds. Developer, County and Escrow Agent will observe the following process in connection with the disbursement and release of the Funds by Escrow Agent:

(i) Notice of Disbursement. Developer will provide written notice to Escrow Agent ("**Notice**") from time to time as the need arises for the purpose of paying valid obligations incurred in connection with the construction of the Improvements. The Notice will specify and/or include: the amount to be disbursed from the Funds; a statement from Developer and/or the general contractor generally describing those particular Improvements that are being paid for with the Funds being disbursed, that said Improvements comport with the Site Improvements Plan as set forth in the DIA, and that the County Engineer has inspected said Improvements; details as to the party or parties and amounts that should be paid in connection with each disbursement; and such other matters and directions reasonably determined by the Escrow Agent. Disbursements from the Funds are subject to written approval from the designated representative (defined below) of the County. In no event shall the disbursement exceed the Cost of Construction during the Completion Period as set forth in the DIA. The County agrees to use its best efforts to timely consent to disbursements from the Funds and will work diligently to promptly deliver such written approval once a Notice is received. The County's designated representative ("**Designated Representative**") is the Summit County Engineer ("County Engineer"). The County maintains the right to designate a substitute Designated Representative by providing written notice of such substitution in accordance with the notice provisions of this Agreement.

(ii) Delivery of the Funds. If Notice is given and written approval from the County is received, Escrow Agent will disburse to the party or parties specified in the Notice the amount(s) specified in the Notice.

(iii) Lien Releases. In connection with any payment from the Funds, Developer may require that Escrow Agent obtain an unconditional lien release with respect to the disbursement of any portion of the Funds.

(iv) Interest. All interest on the Funds will be added to the Funds.

(v) Warranty. During the Warranty Period as set forth in the DIA, the County shall be entitled to draw upon the Funds to repair any accepted Improvements.

2. Duties of Escrow Agent.

(a) Escrow Agent will exercise reasonable judgment in fulfilling its obligation under this Agreement.

(b) Escrow Agent may act upon any instruments or advice believed by it to be genuine and may assume that any person purporting to give advice or instruction hereunder, reasonably believed by it to be duly authorized, has been authorized to do so.

3. Legal Consultation. Escrow Agent may consult with legal counsel in the event of any dispute or question as to the construction of this Agreement or Escrow Agent's duties hereunder, and Escrow Agent will incur no liability and will be fully protected in acting in accordance with the opinion and the instruction of such counsel made in good faith.

4. Disputed or Adverse Claims. In the event of any disagreement relating to this Agreement resulting in adverse claims and conflicting demands being made in connection with the release of any portion of the Funds, or if at any time Escrow Agent is unable to determine, to Escrow Agent's sole

satisfaction, the proper disposition of any portion of the Funds or Escrow Agent's proper actions with respect to its obligations under this Agreement, or if Developer or the County have not within 30 days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 5 hereof, appointed a successor Escrow Agent to act hereunder, the Escrow Agent, in its sole discretion will be entitled to continue to refrain or refuse to act until:

(a) the rights of the adverse claimants have been finally adjudicated or arbitrated;  
or

(b) Escrow Agent has been notified in writing, signed, by all of the interested parties, that the claimants have resolved their differences.

5. Resignation of Escrow Agent. Escrow Agent may resign from the performance of its duties hereunder at any time by giving 30 days prior written notice to Developer and County, or may be removed, with or without cause, by the Developer with the written consent of the County, at any time by the giving of 30 days prior written notice to Escrow Agent. Such resignation or removal will take effect upon the appointment of a successor Escrow Agent as provided herein. Upon any such notice of resignation or removal, Developer, with the written approval of the County, will appoint a successor Escrow Agent hereunder, which will be the County Treasurer, a commercial bank, trust company, or other financial institution or other title company or agency. Upon the acceptance in writing of any appointment as Escrow Agent hereunder by a successor Escrow Agent, such successor Escrow Agent will thereupon succeed to and become vested with all the rights, powers, privileges, and duties of the retiring Escrow Agent, and the retiring Escrow Agent will be discharged from its duties and obligations under this Agreement, but will not be discharged from any liability for actions taken as Escrow Agent hereunder prior to such succession. After any retiring Escrow Agent's resignation or removal, the provisions of this Agreement will inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Agreement. In the event of resignation or removal of the Escrow Agent as outlined above, such retiring Escrow Agent will reasonably cooperate with the successor Escrow Agent in transitioning any remaining portion of the Funds, documents or other information or material pertaining thereto.

6. Receipt. By its execution and delivery of this Agreement, Escrow Agent acknowledges receipt of the Funds.

7. Fees. Developer will pay the compensation to the Escrow Agent for its services hereunder upon receipt of an invoice from the Escrow Agent, and may authorize the disbursement of those fees from the Funds.

8. Termination of Duties. After release of all of the Funds from escrow created by this Agreement or receipt of a written notice from the County that it has accepted the Improvements and extinguished the DIA after expiration of the Warranty Period, the duties and responsibilities of the Escrow Agent under this Agreement will cease and terminate. All remaining Funds, if any, shall be remitted to the Developer.

9. Default. In the event of default under the DIA, the County will have the right to direct Funds disbursements for the construction of the Improvements in accordance with the approved Site Improvements Plan contained within the DIA. In such event, the County will direct those disbursements

by stepping into Developer's shoes for purposes of providing the notices and statements that are referred to in, and will otherwise comply with, Section 1(d)(i), above.

10. Notices. All notices, requests, demands, claims and other communications hereunder will be in writing and will be deemed given if delivered personally, sent by facsimile, or sent by nationally-recognized overnight courier or mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the addresses set forth below (or at such other address for a party as will be specified by like notice). All such notices and other communications will be deemed to have been received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of facsimile, when the party sending such facsimile will have confirmed successful transmission of such facsimile, (c) in the case of delivery by nationally-recognized overnight courier, on the business day following dispatch, and (d) in the case of mailing, on the third business day follow such mailing.

If to Developer:

The Woodland Group, LLC c/o Jann Lefter  
5344 E State Road 35,  
Woodland, UT 84036

If to County:

Summit County Engineer  
60 N. Main  
P.O. Box 128  
Coalville, Utah 84405

If to the Escrow Agent:

[Escrow Agent Name]  
[Escrow Agent Address]

11. Computation of Time. Whenever the last day for the exercise of any privilege or the discharge of any duty under this Agreement falls upon a Saturday, Sunday, or any date on which banks in Salt Lake City, Utah are closed, the Party having such privilege or duty may exercise such privilege or discharge on the next succeeding day which is a regular business day.

12. Successors in Interest. This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their permitted successors and assigns, and any reference to a Party will also be a reference to a permitted successor or assign; provided, however, this Agreement may not be assigned without the express written consent of each of the Parties hereto.

13. Number, Gender. Whenever the context so requires, the singular number will include the plural and the plural will include the singular, and the gender of any pronoun will include the other genders.

14. Captions. The titles and captions contained in this Agreement are inserted in this Agreement only as a matter of convenience and for reference and in no way define, limit, extend or



describe the scope of this Agreement or the intent of any provision of this Agreement. Unless otherwise specified to the contrary, all references to Sections are references to Sections of this Agreement.

15. Amendments; Integration; Waiver. To the extent permitted by law, this Agreement may be amended by a subsequent writing signed by all of the Parties. The failure of any Party at any time or times to require performance of any provisions of this Agreement will in no manner affect the right to enforce the same. No waiver by any Party of any conditions, or of the breach of any terms, provision, warranty, representation, agreement or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances will be deemed or construed as a further or continuing waiver of any such condition or breach of any other term, provision, warranty, representation, agreement or covenant contained in this Agreement.

16. Governing Law. This Agreement is governed by and is to be construed in accordance with the laws of the State of Utah.

17. Additional Actions and Documents. Each of the Parties agrees to take or cause to be taken such further reasonable actions, to execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and to obtain such consents as may be reasonably necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement.

18. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties waive any provision of law which renders any such provision prohibited or unenforceable in any respect.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Agreement. Electronically transmitted counterparts and signatures will be deemed originals and will be as effective, valid and enforceable as such.

20. Construction. This Agreement will not be construed against the Party preparing it, and will be construed without regard to the identity of the person who drafted it or the Party who caused it to be drafted and will be construed as if all Parties had jointly prepared this Agreement and it will be deemed their joint work product, and each and every provision of this Agreement will be construed as though all Parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity will not be interpreted against any one Party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party will not be applicable.

21. Authority. Each person who signs this Agreement warrants that he or she does so with the full and legal authority to execute this Agreement on behalf of the respective Parties of this Agreement.

22. Entirety of Agreement. This Agreement sets forth the entire agreement of the Parties as to the matters set forth herein and cannot be amended except pursuant to Section 15 of this Agreement.

**THIS CASH BOND ESCROW AGREEMENT AND INSTRUCTIONS** are entered into by Developer, Summit County and Escrow Agent as of the Effective Date.

[SIGNATURES ON THE FOLLOWING PAGE]

**DEVELOPER:**

[Name of Developer]

By: 

Print Name: JANN LEFLER / THE WOODLAND GROUP, LLC

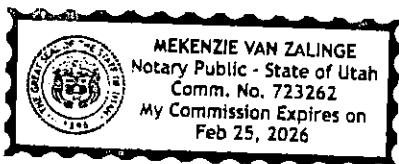
Title: PRESIDENT

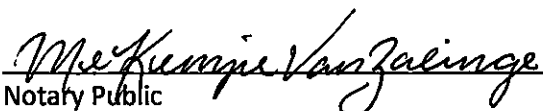
STATE OF Utah  
                  ) SS.  
COUNTY OF Summit

The foregoing instrument was acknowledged before me this 7th day of March  
by Jann Lefler

Witness my hand and official seal.


My commission expires: 2/25/26



  
Notary Public

**SUMMIT COUNTY:**

SUMMIT COUNTY

By: 

Print Name: Shayne Scott

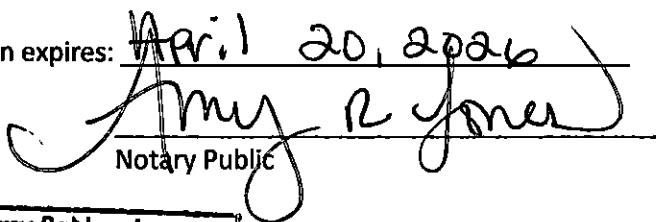
Title: Summit County Manager

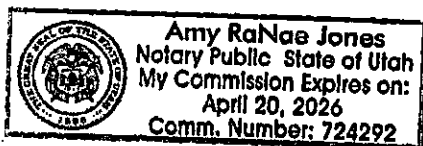
STATE OF Utah  
                  ) SS.  
COUNTY OF Summit

The foregoing instrument was acknowledged before me this 13 day of March, 2024  
by Shayne Scott

Witness my hand and official seal.

My commission expires: April 20, 2026

  
Notary Public



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