



\*V3024627\*

**CITY OF WASHINGTON TERRACE  
SUBDIVISION DEVELOPMENT AGREEMENT**

The Parties to this Subdivision Development Agreement ("Agreement") are Kevin Nelson, Manager Member of Terrace Pines Townhomes Properties LLC, ("Developer") and the City of Washington Terrace ("City"). The Effective Date of this Agreement will be the date that Final Subdivision Plat ("Plat") approved herein is recorded at the Office of the Weber County Recorder.

BST BT

EH 3024527 PG 1 OF 17  
LEANN H KILTS WEBER COUNTY RECORDER  
24-DEC-19 930 FEE \$100 DEP 148  
REC FOR: WASHINGTON TERRACE CITY

**RECITALS**

**WHEREAS**, Utah Code §10-9a-604.5 authorizes the City to enter a Development Agreement; and

**WHEREAS**, the Developer seeks permission to subdivide property within City, to be known as TERRACE PINES TOWNHOMES SUBDIVISION ("Subdivision"), which property is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Property"); and

07-802-0001-0025 v 604

**WHEREAS**, the City seeks to protect the health, safety, and general welfare of the residents by requiring the completion of various improvements in the Subdivision and thereby to limit the harmful effects of substandard subdivisions, including premature subdivision which leaves property undeveloped and unproductive; and

**WHEREAS**, the purpose of this Agreement is to protect the City from the cost of completing subdivision improvements itself and is not executed for the benefit of material, men, laborers, or others providing work, services or material to the Subdivision or for the benefit of lot or home buyers in the Subdivision; and

**WHEREAS**, the mutual promises, covenants, and obligations contained in this Agreement are authorized by state law and the City's Municipal Code;

**NOW, THEREFORE**, the Parties hereby agree as follows:

**DEVELOPER'S OBLIGATIONS**

1. **Improvements.** The Developer shall construct and install, at his own expense, those on-site and off-site subdivision improvements listed on Exhibit "B" attached hereto and incorporated herein by this reference ("the Improvements"). The Developer's obligation to complete the Improvements will arise immediately upon Plat approval by the City, will be independent of any obligations of the City contained herein and will not be conditioned on the commencement of construction in the development or sale of any lots or improvements within the development.

Guarantee is to be in the amount specified in the total of all Improvements including related costs and contingency calculated as part of the Improvements. The Financial Guarantee will be established at First Community Bank (“Escrow Holder”), and Developer hereby warrants that said Financial Guarantee is safe and secure with said Escrow Holder who is capable of administering the same. The Financial Guarantee shall be payable at sight to the City and will bear an expiration date not earlier than two (2) years after the Effective Date of this Agreement. The Escrow Agreement shall be executed with the Escrow Holder and the Parties. The Financial Guarantee will be payable to the City at any time upon presentation of:

- a. A sight draft drawn on the issuing Escrow Holder in the amount to which the City is entitled to draw pursuant to the terms of this Agreement; or
- b. A request executed by the City Attorney or City Recorder stating that the City is entitled to make a draw or Developer is in default under this Agreement;
- c. A request by the City under this Agreement or for Inspection/Subdivision Fees. Developer hereby authorizes the release of any and all outstanding Inspection/Subdivision Fees as specified in the Exhibit “B”.

- 3. **Standards.** The Developer will construct the Improvements according to the Public Works Standards and Technical Specifications, municipal code, applicable building or other codes adopted by City, all of which are incorporated herein by this reference.
- 4. **Warranty.** The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of one (1) year from the date that the City accepts the improvement when completed by the Developer and as requested by the Developer for conditional acceptance and final acceptance as provided in state law.
- 5. **Completion Periods.** The Developer shall commence work on the Improvements within one year from the Effective Date (“Commencement Period”) and the Improvements, each and every one of them, will be completed within two (2) years from the Effective Date (“Completion Period”).
- 6. **Compliance.** The Developer will comply with all approval requirements, relevant laws, code requirements, standards, specifications, and regulations in effect at the time of Plat approval when fulfilling his obligations under this Agreement. When necessary to protect public health, the Developer will be subject to laws, ordinances and regulations that become effective after final plat approval. The Developer shall specifically comply as follows:
  - a. Comply with the municipal code and building code, and specifically with the requirements of Chapter 17.10 of the Washington Terrace Municipal Code.
  - b. Conform to the approved Plat for the Subdivision attached in Exhibit “D” incorporated herein by this reference.
  - c. Comply with the Public Works Standards and Technical Specifications along with all requirements of the City Engineer.

- d. Conform to the Final Approval granted by the Planning Commission and City Council as set forth in the applicable minutes.
  - e. Submit for review and approval by the City Attorney the Covenants, Conditions & Restriction (CC&Rs) and Home Owners' Association (HOA) documents for the Subdivision.
7. **Dedication.** The Developer will dedicate to the City or other applicable agency as designated by the City the Improvements listed on Exhibit "B" attached hereto and incorporated herein by this reference pursuant to the procedure described below. The Developer shall also dedicate to the City or other applicable agency designated by the City all adequate secondary water in the form of bona fide water rights/shares as may required for approved culinary and secondary irrigation.
8. **Inclusion and/or Annexation.** The Developer, each subsequent purchaser, prospective purchaser, transferee, assignee, heir, or any other type of owner (collectively the "Owners") of any or all lot or lots (collectively the "Lots") hereby consents and agrees not to contest, protect, or object to inclusion and/or annexation into any special assessment area, special district, or similar entity as determined or directed by the City. Owners in the Subdivision hereby and forever acknowledge and accept that such are subject to taxes, assessments, utility fees, monthly user fees, or any fee or assessment imposed by any special assessment area, special district, or similar entity. Owners in the Subdivision hereby and forever acknowledge and hold the City harmless for the Subdivision and its Improvements, any actions or operation related to the same, including the service and operation of any utilities, and specifically any sanitary sewer, culinary water, and secondary water systems. The provisions of this Agreement relating to Owners runs in perpetuity.
9. **Home Owner Association.** The Developer, each subsequent purchaser, prospective purchaser, transferee, assignee, heir, or any other type of owner (collectively the "Owners") of any or all lot or lots (collectively the "Lots") hereby forever acknowledge and consent to being governed by a Home Owner or Home Owners' Association ("HOA") as set forth in such documents and bylaws created for the same, pay any and all fees or assessments for the same, and forever hold the City harmless for the same. The HOA is responsible to maintain the same and shall hold the City harmless for the same. The HOA shall collect a fee equivalent to the costs of all maintenance. Failure of the HOA to collect the necessary fees for the maintenance of the HOA, and as additionally provided in this Paragraph, may result in the City taking legal or other enforcement action against the HOA to impose a fair HOA fee and/or special assessment to comply with this Paragraph with all costs incurred by the City, including attorney fees and costs, for any action to be reimbursed to the City by the HOA. At any time, the City may opt to include the Subdivision in one or more special district, service area, special assessment area or other equivalent entity to pay for maintenance of any Subdivision improvements, including, but not limited to: roadways, curb, gutter, sidewalk, snow removal, storm

drain, flood control, sewer and/or water. The Owners and HOA hereby waive any right to protest the City's inclusion of the Subdivision, in whole or part, in any special district, service area, special assessment area or other equivalent entity. The Owners and HOA hereby hold the City harmless for the Subdivision improvements. This Development Agreement runs with the land in perpetuity, specifically this Paragraph. The City does not enforce any Covenants, Conditions, and Restriction (CC&Rs) relating to the Subdivision unless expressly stated in the CC&Rs. Nothing in this Agreement prevents the HOA from contracting with the City to provide services for the HOA.

### CITY'S OBLIGATIONS

10. **Plat Approval.** The City will grant Final Subdivision Plat ("Plat") approved for the Plat that is substantially similar to the Plat attached in Exhibit "D" and incorporated herein. Approval of the Plat and this Subdivision is subject to the applicable state laws and local ordinances in effect at the time of Plat approval.
  
11. **Easement and Improvements.** This Paragraph is intended to comply with the mandates enforced upon the City by Phase II of the federal Clean Water Act and other applicable federal and state regulations, and provide access to public improvements and utilities. The Developer, each subsequent purchaser, prospective purchaser, transferee, assignee, heir, or any other type of owner (collectively the "Owners") of any or all lot or lots (collectively the "Lots") hereby acknowledges consents that the City is granted an easement over all storm water and drain facilities, public improvements and utilities, and such easement includes all rights to access at any time for inspection of any storm water and drain facilities in accordance with any regulation imposed by the federal or state governments and as otherwise provided in this Paragraph. In the event that the storm water facilities are not adequately maintained, operated, or controlled by the HOA then all storm water and drain facilities may be assumed and maintained by the City at the expense of each owner or an assessment area, special district, or similar entity may be established for the same at the sole discretion of the City. The City may also inspect and maintain any other public improvements and gain access for the same on any private property to adequately ensure the use, operation, repair, replacement, and maintenance of any public improvement.
  
12. **Inspection and Certification.** The City will inspect the Improvements as they are being constructed and, if acceptable to the City Engineer, certify such improvement as being in compliance with the standards and specifications of the City. Such inspection and certification, if appropriate, will occur within a reasonable time of notice by the Developer that he desires to have the City inspect an improvement. Before obtaining certification of any such improvement, the Developer will present to the City valid lien waivers from all persons providing materials or performing work on the improvement for which certification is sought. Certification by the City Engineer does not constitute a waiver by the City of the right to draw funds under the Financial Guarantee on account of

defects in or failure of any improvement that is detected or which occurs following such certification.

13. **Notice of Defect.** The City will provide timely notice to the Developer whenever inspection reveals that an Improvement does not conform or is defective to the standards and specifications or the approved Subdivision improvement drawings on file with the City or City Engineer. The Developer will have thirty (30) days from the issuance of such notice to cure or substantially cure the defect. The City may not declare a default under this Agreement during the thirty (30) day cure period on account of any such defect unless it is clear that the Developer does not intend to cure the defect. The Developer will have no right to cure defects in or failure of any improvement found to exist or occurring after the City accepts dedication of the Improvement(s).
14. **Acceptance of Dedication.** The City or other applicable agency will accept the dedication of any validly certified Improvement within thirty (30) days of the Developer's offer to dedicate the Improvement. The City's or agency's acceptance of dedication is expressly conditioned on the presentation by the Developer of a policy of title insurance, where appropriate, for the benefit of the City showing that the Developer owns the Improvement in fee simple and that there are no liens, encumbrances, or other restrictions on the improvement unacceptable to the City in its reasonable judgment. Acceptance of the dedication of any improvement does not constitute a waiver by the City of the right to draw funds under the Financial Guarantee on account of any defect in or failure of the Improvement that is detected or which occurs after the acceptance of the dedication. The Improvements must be offered to the City in no more than one (1) dedication per month.
15. **Reduction of Security.** After the acceptance of any Improvement, the amount which the City is entitled to draw on the Financial Guarantee may be reduced by an amount equal to ninety (90) percent of the estimated cost of the Improvement as shown on Exhibit "B". At the request of the Developer, the City will execute a Certificate of Release verifying the acceptance of the Improvement and waiving its right to draw on the Financial Guarantee to the extent of such amount. A Developer in default under this Agreement will have no right to such a certificate. Upon the acceptance of all of the Improvements, the balance that may be drawn under the credit will be available to the City for 90 days after expiration of the Warranty Period.
16. **Use of Proceeds.** The City will use funds drawn under the Financial Guarantee only for the purposes of completing the Improvements or correcting defects in or failures of the Improvements.

#### OTHER PROVISIONS

17. **Events of Default.** The following conditions, occurrences, or actions will constitute a default by the Developer during the Construction Period:
  - a. Developer's failure to commence construction of the Improvements within one year of final subdivision plat approval;

- b. Developer's failure to complete construction of the Improvements within two years of final subdivision plat approval;
- c. Developer's failure to cure defective construction of any Improvement within applicable cure period;
- d. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer; or
- e. Foreclosure of any lien against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure.

The City may not declare a default until written notice has been given to the Developer.

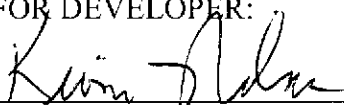
18. **Measure of Damages.** The measure of damages for breach of this Agreement will be the reasonable cost of completing the Improvements. For Improvements upon which construction has not begun, the estimated cost of the Improvements as shown on Exhibit "B" will be prima facie evidence of the minimum cost of completion. However, neither that amount or the amount of the Financial Guarantee establishes the maximum amount of the Developer's liability. The City will be entitled to complete all unfinished Improvements at the time of default regardless of the extent to which development has taken place in the Subdivision or whether Development ever commenced.
19. **City's Rights Upon Default.** When any event of default occurs, the City may draw on the Financial Guarantee to the extent of the face amount of the credit less ninety (90) percent of the estimated cost (as shown on Exhibit "B") of all Improvements theretofore accepted by the City. The City will have the right to complete Improvements itself or contract with a third party for completion, and the Developer hereby grants to the City, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such improvements. Alternatively, the City may assign the proceeds of the Financial Guarantee to a subsequent developer (or a lender) who has acquired the Subdivision by purchase, foreclosure, or otherwise who will then have the same rights of completion as the City if and only if the subsequent developer (or lender) agrees in writing to complete the unfinished Improvements. In addition, the City also may suspend final plat approval during which time the Developer will have no right to sell, transfer, or otherwise convey lots or homes within the Subdivision without the express written approval of the City or until the Improvements are completed and by the City. These remedies are cumulative in nature except that during the Warranty Period, the City's only remedy will be to draw funds under the Financial Guarantee. The City may file a Certificate of non-compliance on the Subdivision with applicable fines set forth in code, or pursue other remedies at law or equity.
20. **Indemnification and Improvements.** The Developer and Owners of any or all Lots in the Subdivision in the hereby expressly agree to forever indemnify and hold the City harmless from and against all claims, costs, and liability of every kind and nature, 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 development site and elsewhere pursuant to this Agreement. Such Owners further forever agree to aid and defend the City in the event

that the City is named as a defendant in an action concerning the performance of work or any Improvements pursuant to this Agreement or development, maintenance, and operation of the Subdivision. The Owners of any or all Lots in the Subdivision in the hereby expressly acknowledge that the Secondary Water System (the "System") as provided in the Improvements is supplied by a third party irrigation company and is subject to drought, rationing, regulations, and strict conservation measures and agree to conform to such. Also, said System may contain mollusks, crustaceans, moss, algac, debris, or foreign objects that require Owners to provide continuous maintenance and upkeep, winterization measures, and specialized operation or handling.

21. **Employment.** The Developer is not an agent or employee of the City.
22. **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 by a written amendment to this Agreement signed by both City 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 City'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.
23. **Amendment or Modification.** The parties to this Agreement may amend or modify this Agreement only by written instrument executed by the City and by the Developer, or authorized agent. Such amendment or modification will be properly notarized before it may be effective.
24. **Attorney's Fees.** Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court, arbitrator, or mediator awards relief to both parties, each will bear its own costs in their entirety.
25. **Vested Rights.** The City does not warrant by this Agreement that the Developer is or is not entitled to any other approval(s), permits, or licenses required by the City or has vested right to such, before the Developer is entitled to commence development of the Subdivision or to transfer ownership of property in the Subdivision.
26. **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, except that if the City does not exercise its rights within sixty (60) days following knowledge of an event of default, a purchaser of a lot or home in the Subdivision may bring an action in mandamus to compel the City to exercise its rights.
27. **Scope.** This Agreement constitutes the entire agreement between the Parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this Agreement will be binding on the parties.

- 28. **Time.** For the purpose of computing the Commencement Period, Abandonment, and Completion Periods, and time periods for City action, such times in which civil disaster, acts of God, or extreme weather conditions occur or exist will not be included if such times prevent the Developer or City from performing his/its obligations under the Agreement.
- 29. **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 and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
- 30. **Benefits.** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonable withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also bind the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the City to assign its rights under this Agreement. The City will release the Developer's Financial Guarantee if it accepts new security from another developer or lender who obtains the Property. However, no act of the City will constitute a release of the original Developer from this liability under this Agreement.
- 31. **Notice.** Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:
  - a. Developer: Kevin Nelson, 5518 Chokecherry Court, Ogden, UT 84403.
  - b. City: 5249 South 400 East, Washington Terrace, UT 84405.
- 32. **Recordation.** Either Developer or City may record a copy of this Agreement at any time in the Recorder's Office of Weber County, Utah.
- 33. **Immunity.** Nothing contained in this Agreement constitutes a waiver of any of the City's immunity under any applicable state law or otherwise.
- 34. **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 the Agreement or Financial Guarantee will be deemed proper only if such action is commenced in Second District Court of and for Weber County. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

FOR DEVELOPER:

  
 \_\_\_\_\_  
 KEVIN NELSON, Developer,  
 Managing Member

12-23-2019  
 Date



CORPORATE ACKNOWLEDGMENT

State of Utah )

ss:

County of Weber )

On the 23 day of December 2019, personally appeared before me Kevin Nelson, Managing Member, of Kevin Nelson / Teepee Pipes Townhome S, duly sworn, and the signer of the within instrument, who duly acknowledged to me that he executed the same in his authorized capacity.

[Signature]  
Notary Public



CITY OF WASHINGTON TERRACE:

[Signature] 12/20/2019  
Mayor Date

ATTEST:

[Signature]  
City Recorder Public works Director

APPROVED AS TO FORM:

[Signature]  
City Attorney

ACKNOWLEDGMENT

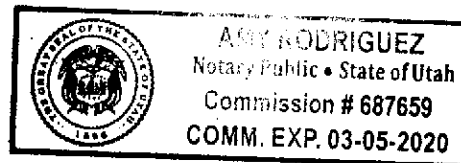
State of Utah )

ss:

County of Weber )

On the 20 day of December 2019, personally appeared before me MARK ALLEN duly sworn, and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same in his authorized capacity.

[Signature]  
Notary Public



**SCHEDULE OF EXHIBITS**

- Exhibit A: Legal Description of Property Description to Be Subdivided
- Exhibit B: City Engineer's Estimate of Required On-site and Off-site Subdivision Improvements
- Exhibit C: Financial Guarantee
- Exhibit D: Approved Final Subdivision Plat

## Subdivision Development Agreement

## EXHIBIT

## Exhibit A: Property Description to Be Subdivided

## AS-SURVEYED BOUNDARY DESCRIPTION

## Terrace Pines Townhouses

A TRACT OF LAND BEING THE SOUTH 136.85 FEET OF LOT 6, WASHINGTON TERRACE PARCEL "H" OF BLOCK 17 IN WASHINGTON TERRACE CITY, WEBER COUNTY, UTAH AND A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; HAVING A BASIS OF BEARING OF SOUTH 00°42'44" WEST BETWEEN THE MONUMENTED NORTHWEST CORNER (HAVING NAD83 COORDINATES OF N=3588284.30 E=1506190.60 U.S. FT.) AND THE MONUMENTED SOUTHWEST CORNER (HAVING NAD83 COORDINATES OF N=3582982.70 E=1506124.70 U.S. FT.), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF WASHINGTON TERRACE PARCEL "H", (RECORDED IN PLAT BOOK 10 PAGE 42-A OF THE COUNTY RECORDS (SAID POINT BEING LOCATED 1326.74 FEET SOUTH 00°42'44" WEST ALONG THE MONUMENTED SECTION LINE, AND 254.00 FEET SOUTH 89°13'19" EAST ALONG THE SOUTH BOUNDARY OF SAID PARCEL "H" AND PARCEL "H" EXTENDED, BEING THE CENTER LINE OF 5000 SOUTH STREET, FROM THE MONUMENTED NORTHWEST CORNER OF SAID SECTION 17);

RUNNING THENCE NORTH 00°42'41" EAST 33.00 FEET, ALONG THE EAST BOUNDARY OF SAID PARCEL "H", TO THE SOUTHEAST CORNER OF SAID LOT 6;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE BOUNDARY OF SAID LOT 6,

1) NORTH 89°13'19" WEST 73.02 FEET, 2) ALONG THE ARC OF A CURVE TO THE RIGHT 23.54 FEET, HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 44°15'19" WEST 21.20 FEET, 3) NORTH 00°42'41" EAST 121.94 FEET, TO AN EXISTING FENCE LINE;

THENCE SOUTH 89°10'19" EAST 88.00 FEET, ALONG OR NEAR SAID EXISTING FENCE LINE, TO THE EAST BOUNDARY OF SAID PARCEL "H";

THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID EAST BOUNDARY OF PARCEL "H",

1) NORTH 00°42'41" EAST 161.72 FEET, 2) SOUTH 89°10'19" EAST 2.00 FEET, 3) NORTH 00°42'41" EAST 331.59 FEET, TO THE CENTER LINE OF 4900 SOUTH STREET;

THENCE SOUTH 89°10'19" EAST 138.00 FEET, CONTINUING ALONG THE BOUNDARY OF SAID PARCEL "H" AND THE EXTENSION THEREOF, BEING THE CENTER LINE OF 4900 SOUTH STREET;

THENCE SOUTH 00°42'28" WEST 663.04 FEET, ALONG OR NEAR AN EXISTING FENCE LINE, TO THE CENTER LINE OF 5000 SOUTH STREET;

THENCE NORTH 89°13'19" WEST 140.04 FEET, ALONG SAID CENTER LINE, TO THE POINT OF BEGINNING, CONTAINING 2.3917 ACRES, MORE OR LESS.

Exhibit B: City Engineers Estimate of Required On-site and Off-site Subdivision Improvements

Exhibit C: Financial Guarantee

Exhibit D: Approved Final Subdivision Plat

Subdivision Development Agreement

EXHIBIT



City of Washington Terrace  
5249 South 400 East  
PH 801-395-8288

Date: 11/20/2019

**ESCROW FUNDS  
REQUEST AND AUTHORIZATION FOR RELEASE OF ESCROW FUNDS**

Now, therefore, the parties to the "Escrow Agreement", for the **Terrace Pines Townhomes, LLC, 475 West 5000 South, Washington Terrace, UT 84405**, hereby authorize the escrow in the sum of **\$ 68,375.00** initiated by Kevin Nelson, Developer. The City of Washington Terrace will authorize disbursement the Escrow work that has be completed and requested for Escrow release sum, of which equals the estimated cost of the improvements,

The Company with authorize the release of the Escrow funds as per request.

**THE FOLLOWING GROUPS WILL BE RESPONSIBLE FOR THE ESCROW RELEASE AND RELEASING.**

**City of Washington Terrace (The Company)**  
5249 South 400 East  
Washington Terrace, Ut 84405

By: Jeff Monroc, CBO/Planning Dir.  
PH. (801) 395-8288

**THE DEVELOPER/BUILDER:**

**Terrace Pines Townhomes, LLC Pines Properties, LLC**  
**Attn.: Kevin Nelson;**  
kevinnelson829@gmail.com  
5518 Chokecherry Court  
Ogden, UT 84403  
Ph. (801) 540-0906

**THE ESCROW AGENT:**

**First Community Bank,**  
**Attn: Aaron Malmstrom,**  
Vice President – Commercial Loan Officer  
NMLS #109978  
AMalmstrom@FCButah.com  
Address:  
1601 N. Hill Field Rd.  
Layton, UT 84041  
Ph. 801-813-1698

Engineer's Estimate  
for  
Terrace Pines Townhomes

1 July 2019

No.	Description	Quantity	Units	Cost	Total
1.	Mobilization, traffic control, swppp.	1	ls	\$ 3,000.00	\$ 3,000.00
2.	Remove & dispose curb & gutter.	160	lf.	\$ 2.50	\$ 400.00
3.	Remove sidewalk.	90	lf	\$ 2.00	\$ 180.00
4.	Remove existing fence.	1	ls.	\$ 500.00	\$ 500.00
5.	Saw cut, remove existing asphalt.	1	ls.	\$ 750.00	\$ 750.00
6.	Furnish & install standard 30" curb & gutter.	1300	lf.	\$ 18.00	\$ 23,400.00
7.	Furnish & install handicap ramps.	3	ea.	\$ 900.00	\$ 2,700.00
8.	Furnish & install 4" thick concrete flatwork.	2400	sf.	\$ 5.25	\$ 12,600.00
9.	Furnish & install 6" thick concrete flatwork.	1840	sf.	\$ 6.00	\$ 11,040.00
10.	Furnish & install 3" thick bituminous asphalt.	390	ton	\$ 80.00	\$ 31,200.00
11.	Furnish & install 8" thick roadbase.	1165	ton	\$ 28.00	\$ 32,620.00
12.	Furnish & install storm water catch basin.	2	ea.	\$ 2,250.00	\$ 4,500.00
13.	Furnish & install 15" rcp storm water pipe.	93	lf.	\$ 30.00	\$ 2,790.00
14.	Furnish & install 6" diameter storm water manhole. Connect to existing 48" storm water pipe.	1	ea.	\$ 4,000.00	\$ 4,000.00
15.	Furnish & install storm water inlet/outlet structure & detention basin.	1	ls.	\$ 15,000.00	\$ 15,000.00
16.	Furnish & install 5' diameter sanitary sewer manhole.	1	ea.	\$ 4,000.00	\$ 4,000.00
17.	Furnish & install 4' diameter sanitary sewer manhole.	2	ea.	\$ 2,500.00	\$ 5,000.00
18.	Furnish & install 8" pvc ASTM 3034 sdr 35 sanitary sewer pipe.	590	lf.	\$ 28.00	\$ 16,520.00
19.	Furnish & install 4' sanitary sewer lateral pipe.	23	ea.	\$ 600.00	\$ 13,800.00
20.	Furnish & install 2" pvc secondary waterline.	700	lf.	\$ 4.00	\$ 2,800.00
21.	Furnish & install 8" pvc C-9000 DR-14 culinary waterline.	670	lf.	\$ 25.00	\$ 16,750.00
22.	Furnish & install water meter & service box.	23	ea.	\$ 900.00	\$ 20,700.00
23.	Furnish & install fire hydrant, complete.	2	ea.	\$ 5,000.00	\$ 10,000.00
24.	Furnish & install 8" gate valve.	2	ea.	\$ 1,750.00	\$ 3,500.00
25.	Connection to existing waterline on 4900 South Street.	1	ls.	\$ 4,000.00	\$ 4,000.00

26. Connection to existing waterline on 5000 South Street.	1 ls.	\$ 4,000.00	\$ 4,000.00
27. Furnish & install 1" diameter clean gravel pipe bedding.	310 ton	\$ 24.00	\$ 7,440.00
28. Install 6' chain link fence.	225 lf.	\$ 15.00	\$ 3,375.00
29. Landscape improvements..	1 ls.	\$ 20,000.00	\$ 20,000.00

\$ 276,565.00

actual total

<b>Total:</b>	<b>\$ 245,750.00</b>
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Remaining Total : \$43,800.00

\$43,800.00

10% contingency \$ 4,380.00 \$

27,656.50

**Total escrow amount required**

**\$71,456.50**

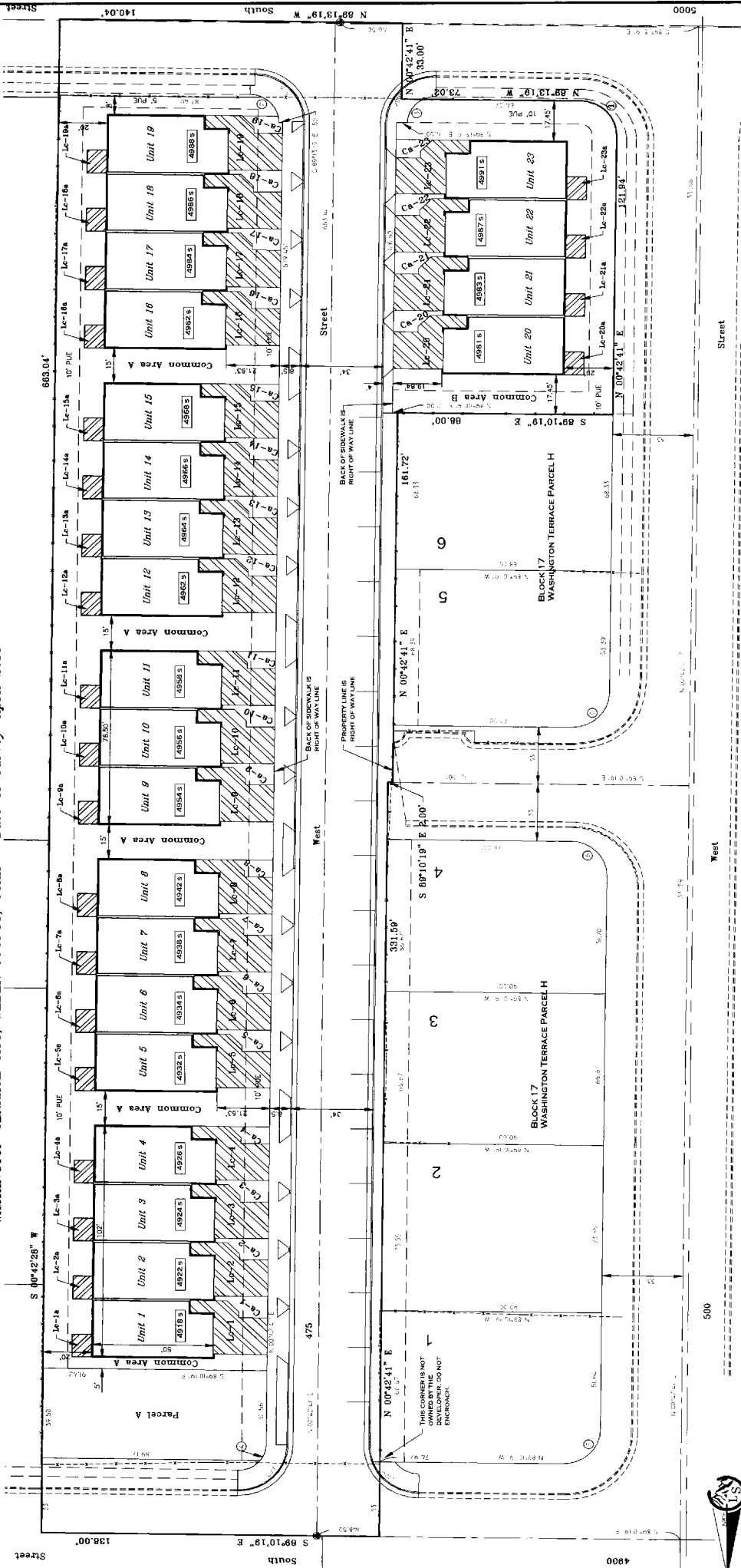






# TERRACE PINES TOWNHOMES

Being the 1st Amendment of Washington Terrace, Parcel H as recorded in Plat book 10 page 42a,  
 Also, a part of the NW 1/4 of Section 17, Township 5 North, Range 1 West, Salt Lake Base & Meridian.  
 WASHINGTON TERRACE CITY, WEBER COUNTY, UTAH - Date of Survey: April 2019



**Legend**

- EXISTING FENCE
- EASEMENTS (as indicated or granted)
- STREET CENTERLINE
- FUND SECTION CORNER
- STREET MONUMENT (to be set)
- SET 4x24" BEAR AND CAP STAMPED LANDMARK
- ELEVATION BENCHMARK
- RECORD DATA
- MEASURED DATA
- ROAD/STREET OCCUPATION
- PRIVATE UNITS
- COMMON AREA
- LIMITED COMMON AREA

**CURVE DATA**

CURVE	DATA	RADIUS	TANGENT	LENGTH	CH. BEC. N. SET
1	89°10'19" S	15.00	4.08	20.14	N 44°15'19" W 21.00
2	89°10'19" S	15.00	7.42	13.30	N 31°03'52" W 11.62
3	89°10'19" S	15.00	7.05	12.81	N 30°07'59" E 11.50
4	89°10'19" S	15.00	7.44	3.86	N 19°15'27" E 7.30
5	89°10'19" S	15.00	15.00	23.54	N 45°44'11" E 21.19
6	89°10'19" S	15.00	14.07	23.52	N 40°13'40" E 21.19
7	89°10'19" S	15.00	15.00	23.50	N 45°44'11" E 21.19
8					
9					
10					
11					

**DEVELOPER: Kevin Nelson**

Subdivision: \_\_\_\_\_

Range & West Salt Lake Base and Meridian

Township: \_\_\_\_\_

Section: \_\_\_\_\_

DATE: APR 2, 2019

BY: \_\_\_\_\_

Webb County Recorder

Entry No. \_\_\_\_\_

Filed for record and recorded \_\_\_\_\_

at \_\_\_\_\_ of \_\_\_\_\_

in book \_\_\_\_\_ of official records.

County Records Term H 825

Fee per page \_\_\_\_\_