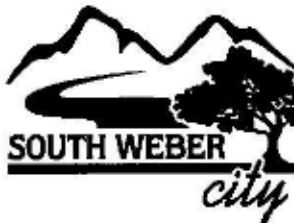


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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
01/04/2019 11:15 AM  
FEE \$0.00 Pgs: 5  
DEP RT REC'D FOR SOUTH WEBER CITY  
801-479-3177  
FAX 801-479-0066



1600 E. South Weber Drive  
South Weber, UT 84405

www.southwebercity.com

**LAND DEVELOPMENT AGREEMENT** (rev. 3/2018) D

THIS AGREEMENT for the development of land (hereinafter referred to as "Agreement") is made and entered into this 2 day of November, 2019, between SOUTH WEBER CITY, a municipal corporation of the State of Utah, hereinafter referred to as "City", and (developer) Capital Reef Management LLC of (city) Haystack, County of Davis, State of Utah, hereinafter referred to as "Developer".

WHEREAS, Developer has presented to the South Weber City Planning Commission and the South Weber City Council a proposed final plat for the subdivision of, and construction of improvements on, certain land in South Weber City to be known as,

(name as appears on plat, if applicable) Freedom Landings Phase 2

**Legal Description attached as Exhibit A**

13-339-0028 thru 0054 ; and

WHEREAS, said development plan indicates improvements to be made in access, streets, street lights, culinary water, secondary water, sewer, storm drain, and/or other utilities; and

WHEREAS, it is necessary in the interest of public welfare that improvements made be constructed in accordance with the specifications set forth in said plan and as provided by ordinances and requirements of City; and

WHEREAS, in accordance with said ordinances and requirements of City, Developer is required to furnish security to guarantee and ensure completion of all public improvements to be installed as required by subdivision approval.

NOW, THEREFORE, Developer and City agree as follows:

1. **Escrow Agreement:** Prior to recordation of the final plat, Developer will be required to enter into an Escrow Agreement with City to ensure completion of all public improvements as required by subdivision approval. Escrow security shall be in the form of a cash escrow account with a Federal or State insured financial institution. The City shall have exclusive control over release of the security proceeds and funds may be released only upon written approval by the City. Said escrow shall be in the amount of \$ 79,374.90, which represents the City Engineer's approved estimated cost of all required public improvements plus 15% of the

total cost of all required improvements for contingencies, plus an additional 10% of the total cost of all required improvements as a guarantee fee, for a total of 125% of the City Engineer's approved estimated cost of all required improvements.

Should Developer fail or refuse to install, complete, construct, repair or replace any required improvement according to City standards in accordance with the provisions hereof within the time stated, or becomes insolvent before completion of all improvements, then the City may, at its option, apply all sums deposited in escrow against the cost of completing all required improvements and to pay all expenses, including, but not limited to, all un-reimbursed engineering expenses related to the development, a 10% administration fee for the securing of contracts, and court costs and attorney fees. If the funds in the escrow account are insufficient to complete the improvements, the City may complete the improvements and collect the difference from Developer.

2. Development and Inspection Fees: Prior to recording of the final plat, Developer shall pay all applicable development fees and inspection fees as established by the city.

3. General Requirements: Developer agrees to improve all streets, pedestrian ways or easements in the subdivision and on streets which abut or serve as access to the subdivision. Developer shall be responsible for extending all utilities to the subdivision if they are not already adjacent to or on the site.

4. Compliance with Subdivision Standards: Developer agrees to comply with all of the ordinances, rules, regulations, requirements and standards of the City with respect to the construction and completion of said subdivision, and particularly to install and complete all of the off-site improvements required as specified in SWMC 11.04, within the time hereinafter stated.

Said improvements and any others designated shall be done in accordance with currently adopted Development, Design and Construction Standards (Commonly referred to as City Standards). All work shall be subject to the inspection of the City Engineer and any questions as to the conformity with the City specifications or standards or as to the technical sufficiency of the work shall be decided by the City Staff and their decision shall be final and conclusive.

5. Commencement of Work: No work on improvements shall be commenced until finalized construction drawings have been approved by the City, final approval of the subdivision plan has been issued by the City Council, and a Preconstruction Meeting held with the City Engineer and other applicable entities.

6. Utility Billing: Developer agrees as consideration for the City issuing building permits after initial acceptance of improvements to allow the City to collect and retain utility fees for the time between initial and final acceptance of the utility lines

7. Time for Completion: Refer to SWMC 11.05.010B

8. Conditional Acceptance/Guarantee Period: Refer to SWMC 11.04.020 J

9. **Guarantee:** Ten percent (10%) of the total estimated cost of the improvements shall constitute a guarantee that the said off-site improvements are installed in accordance with the subdivision standards of the City as to quality and serviceability and shall be held by the City for the time specified in current city code beginning at the "conditional acceptance" by the City. The 10% guarantee, or balance thereof, shall be returned to Developer upon "final acceptance", provided the off-site improvements have proved to have been constructed or installed in accordance with the standards of the City as to quality and serviceability.

10. **Final Acceptance:** Refer to SWMC 11.04.020K

11. **Applicability of Ordinance.** This agreement does not supersede, but implements the South Weber City Subdivision Ordinance and all other ordinances and regulations applicable to the subdivision of land and construction of improvements thereon, and Developer agrees to comply in all respects with the provisions of said ordinances. No provision of this agreement shall limit the City in its rights or remedies under said subdivision ordinance or other applicable building ordinances.

12. **Successors Enforcement.** The terms of this agreement shall be binding upon the parties hereon, their heirs, executors, administrators, assigns or any parties legally acquiring the parties interest through foreclosure, trust deed sale, bankruptcy or otherwise. In the event either party must take legal action to enforce the terms of this agreement, the prevailing party shall have costs of court, including a reasonable attorney's fee.

IN WITNESS WHEREOF, the undersigned parties have executed this Developer's Subdivision Agreement this 4th day of December, 2018.

**Developer:**

Capital Reef Management, LLC by Craig Jacobsen (Authorized Agent)  
Developer's Printed Business Name      Developer Signature and Title

In the State of Utah, County of Davis, on the 4 day of Dec,  
2018, Craig Jacobsen personally appeared before me, and affixed  
his/her signature hereto.

Jeanine Miller  
Notary Public

JEANINE MILLINER  
Notary Public, State of Utah  
Commission # 697379  
My Commission Expires On  
October 2, 2021

**SOUTH WEBER CITY:**  
[Signature]  
Mayor, Jo Sjoblom



[Signature]  
City Recorder, Mark McFee  
Shelbie Cook

## Exhibit A



Exhibit A

11-1-18

**FREEDOM LANDING TOWNHOMES PHASE 2  
SOUTH WEBER CITY, UTAH**

PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF OLD MAPLE ROAD (5575 SOUTH STREET), SAID POINT BEING  $N00^{\circ}24'04''W$  ALONG THE LINE BETWEEN THE SOUTHEAST CORNER AND THE NORTHEAST CORNER OF SAID SECTION 20, 136.75 FEET AND  $S89^{\circ}35'46''W$  445.81 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 20; AND RUNNING THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF OLD MAPLE ROAD (5575 SOUTH STREET) THE FOLLOWING TWO (2) COURSES; (1)  $N56^{\circ}08'24''W$  149.28 FEET; (2) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 285.00 FEET, AN ARC LENGTH OF 103.85 FEET, A DELTA ANGLE OF  $20^{\circ}52'41''$ , A CHORD BEARING OF  $N66^{\circ}34'45''W$ , AND A CHORD LENGTH OF 103.28 FEET TO THE SOUTHEAST CORNER OF FREEDOM LANDING TOWNHOMES PHASE 1; THENCE  $N00^{\circ}42'21''E$  ALONG A PORTION OF THE EAST LINE OF FREEDOM LANDING TOWNHOMES PHASE 1, 284.60 FEET; THENCE  $S89^{\circ}29'48''E$  100.16 FEET; THENCE  $N00^{\circ}30'12''E$  79.54 FEET; THENCE  $S88^{\circ}48'30''E$  146.94 FEET TO A POINT ON AN EXISTING FENCE; THENCE MORE OR LESS ALONG SAID EXISTING FENCE THE FOLLOWING TWO (2) COURSES; (1)  $S01^{\circ}11'30''W$  431.24 FEET; (2)  $S23^{\circ}52'39''W$  58.24 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAYLINE OF OLD MAPLE ROAD (5575 SOUTH STREET), SAID POINT ALSO BEING THE POINT OF BEGINNING.

CONTAINING 95,191 SQUARE FEET OR 2.185 ACRES MORE OR LESS

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