



**Special Planning Commission Meeting  
Thursday, August 6, 2020  
City Hall Council Chambers  
5249 S. South Pointe Dr. Washington Terrace City  
801-393-8681**

Note: The Centers for Disease Control and Utah Department of Health have declared a national and state pandemic for COVID-19 where social distancing and other requirements are in place to prevent the spread of this infectious disease. Members of the public at the Public Meeting may view the meeting via the City's Facebook page at: [Washingtonterracecity.com](https://www.facebook.com/Washingtonterracecity.com). Comments on appropriate agenda items may be emailed to: [amy@washingtonterracecity.org](mailto:amy@washingtonterracecity.org).

**1. ROLL CALL**

**6:00 p.m.**

**2. PLEDGE OF ALLEGIANCE**

**3. WELCOME**

**4. RECURRING BUSINESS**

**4.1 MOTION: APPROVAL OF AGENDA**

**Any point of order or issue regarding items on the Agenda or the order of the agenda need to be addressed here prior to the approval of the agenda.**

**4.2 MOTION: APPROVAL OF MINUTES FOR MAY 28, 2020**

**5. SPECIAL ORDER**

**Special orders will proceed as follows: Chair introduction of item, staff/applicant presentation, questions by commission, Chair opens public hearing, citizen input; Chair closes public hearing, then commission final discussion.**

**5.1 PUBLIC HEARING: TO HEAR COMMENT IN SUPPORT AND OPPOSITION OF AN ORDINANCE AMENDING CHAPTER 17.10 RELATING TO IN-FILL RESIDENTIAL DEVELOPMENT REGULATIONS; ADDING PARCEL TO THE INFILL DEVELOPMENT MAP; AND ADOPTING AN INFILL DEVELOPMENT FOR A CERTAIN PARCEL**

**6. NEW BUSINESS**

**6.1 MOTION/ORDINANCE 20-04: RECOMMENDATION TO APPROVE AMENDING CHAPTER 17.10 RELATING TO IN-FILL RESIDENTIAL DEVELOPMENT REGULATIONS; ADDING PARCIL TO THE INFILL DEVELOPMENT MAP; AND ADOPTING AN INFILL DEVELOPMENT**

In compliance with the Americans with Disabilities Act, persons who have need of special accommodation should contact the City Recorder at 395-8283

**CERTIFICATE OF POSTING**

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in three public places within the City of Washington Terrace City limits and faxed to the *Standard Examiner* at least 24 hours prior to the meeting.  
Amy Rodriguez, Washington Terrace City Recorder

**7. BUILDING AND PLANNING UPDATE**

**8. MOTION: ADJOURN THE MEETING**

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# City of Washington Terrace

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Minutes of a Regular Planning Commission Meeting held on  
Thursday, May 28, 2020  
City Hall, 5249 South 400 East, Washington Terrace City,  
County of Weber, State of Utah

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12 **Due to COVID-19 response, the meeting will be held by ZOOM and live-streamed through**  
13 **Facebook.**

14  
15 **PLANNING COMMISSION AND STAFF MEMBERS PRESENT**

16 Chairman Scott Larsen  
17 Commissioner Dwight Henderson - excused  
18 Commissioner Dan Johnson  
19 Commissioner T.R. Morgan- excused  
20 Commissioner Wallace Reynolds  
21 Commissioner Charles Allen  
22 Commissioner Steve Jacobson  
23 Chief Building Inspector Tyler Seaman  
24 City Recorder Amy Rodriguez  
25 City Manager Tom Hanson

26  
27 **Others Present**

28 Bruce Stephens, Tyler Nelson  
29

30  
31 **1. ROLL CALL**

6:00 p.m.

32  
33 **2. PLEDGE OF ALLEGIANCE**

34  
35 **3. WELCOME**

36  
37 **- INTRODUCTION OF CHIEF BUILDING OFFICIAL TYLER D.**  
38 **SEAMAN**

39 Hanson introduced Tyler Seaman as the City's Building Official and Community  
40 Development Director.

41  
42 **- ADMINISTER THE OATH OF OFFICE TO COMMISSIONERS ALLEN**  
43 **AND JACOBSON**

44 Rodriguez administered the Oaths of Office.  
45

46 **4. RECURRING BUSINESS**  
47

48 **4.1 MOTION: APPROVAL OF AGENDA**

49 **Motion by Commissioner Allen**  
50 **Seconded by Commissioner Jacobson**  
51 **To approve the agenda**  
52 **Approved unanimously (5-0)**  
53

54 **4.2 MOTION: APPROVAL OF MINUTES FOR JANUARY 30, 2020**

55 **Motion by Commissioner Allen**  
56 **Seconded by Commissioner Reynolds**  
57 **to approve the minutes of January 30, 2020**  
58 **Approved unanimously (5-0)**  
59

60 **5. NEW BUSINESS**

61  
62 **5.1 MOTION: PRELIMINARY AND FINAL SITE PLAN APPROVAL AND**  
63 **RECOMMENDATION FOR APPROVAL FOR PLEASANT VALLEY**  
64 **MEDICAL PLAZA SUBDIVISION TO BE LOCATED AT 300 EAST TO**  
65 **ADAMS AVENUE ON 5600 SOUTH**

66 Seaman stated that it is a commercial subdivision with a future plan for medical offices.  
67 He stated that this subdivision approval is for recording of the property.

68 Seaman stated that the property is on the West side of Adams Avenue.

69 Seaman stated that the area is zoned for commercial (C-2) and meets the guidelines for  
70 the subdivision.

71 Commissioner Allen asked if the subdivision was reviewed by the Development Review  
72 team. Hanson stated that the process was completed when the 5600 South Road was  
73 reviewed. Hanson stated that the road has been put in and is set up for the subdivision.

74 Commissioner Allen asked what the developer's plan is for the property. Chairman  
75 Larsen clarified that the lots will be sold and then each new owner will come into the city  
76 for their property plans. Hanson stated that all the infrastructure has been completed on  
77 this subdivision and the lots are ready to be sold.

78 Seaman stated that this allows the owner of the land the ability to market the lots.

79 Commissioner Jacobson asked what qualifies as a medical facility. Mr. Stephens stated  
80 that he has an orthopedic group and a dentist organization who are looking to buy some  
81 lots. He stated that anyone could buy the commercial property, not just medical.

82 Commissioner Allen stated that the items listed on the plat as existing are not showing on  
83 the map. Nelson stated that all the utilities are already stubbed in to individual lots and  
84 are underground. He stated that the road mylar has the road stubs recorded.  
85

86 **Motion by Commissioner Reynolds**  
87 **Seconded by Commissioner Allen**  
88 **To approve the preliminary and final site plan**  
89 **And recommend approval for the Pleasant Valley Medical**  
90 **Plaza Subdivision**  
91 **Approved unanimously (5-0)**  
92  
93  
94

95 **5.2 PRESENTATION: DISCUSSION ON POSSIBLE USES FOR THE CITY**  
96 **OWNED PROPERTY LOCATED AT 5580 SOUTH ADAMS AVENUE**

97 Hanson stated that the infill ordinance has allowed the City to allow new growth. Hanson stated  
98 that there is value in encouraging office buildings to come to the City. He stated that the area  
99 around the hospital is part of the RDA area, as well as the area around the Terrace Playhouse.  
100 Hanson presented different options on what can be built in the RDA areas, and their associated  
101 tax value. Hanson stated that commercial is taxed at a hundred percent value. Hanson stated that  
102 he wanted to give the Commission a vision as to where we might want to go in areas in the City  
103 that are ready for development. Hanson stated that he is working with Zion's bank on pro forma  
104 evaluations. He stated that Golden West Credit Union has purchased the land where the storage  
105 units are west of City Hall. He stated that it is a great growth opportunity for the City.  
106 He stated that the City may consider higher density housing as long as it is high quality.  
107 Commissioner Reynolds asked for an update on the property that America First has purchased.  
108 Hanson stated that Golden West Credit union has purchased the land as well as the Gardner  
109 Engineering Building. Hanson stated that Golden West Credit Union is looking for future  
110 expansion on Adams Avenue. Hanson stated that there is a timeline to receive the incentive from  
111 the RDA. Hanson stated that Golden West Credit Union is currently working on their  
112 architecture and plans. Hanson stated that they may want to close the road, however, extensive  
113 conversations will have to take place for that to happen.  
114  
115

116 **6. MOTION: ADJOURN THE MEETING**

117  
118 **Motion by Commissioner**  
119 **Seconded by Commissioner**  
120 **To adjourn the meeting**  
121 **Approved unanimously (5-0)**  
122 **Time: 7:12 p.m.**  
123  
124

125 \_\_\_\_\_  
126 **Date Approved**

125 \_\_\_\_\_  
126 **City Recorder**



## Planning Commission Staff Report

Community Development

**Author:** Community Development  
**Subject:** Rezone and Site Plan  
**Date:** August 6, 2020  
**Type of Item:** Discussion/Action

**Summary Recommendation:** Motion to approve the amendment to the infill development map and grant site plan approval.

**Description:** All of Lot 2 Laker 88 Subdivision, parcel #07-795-0002

**A. Background:** Applicant wants to rezone lot 2 into an infill zone which would allow him to build a twin home on the property.

**B. Analysis:** Based on the development review staff and the applicant the request would meet the eligibility and guidelines listed in ordinance 20-01. There are 11 lots surrounding the area totaling 22 dwellings. This averages out to be 2 dwelling per acre ratio. This would meet the ratio the applicant is requesting.

**C. Department comments:** Development review staff has reviewed the zoning change and site plan and would recommend approval based on the information provided.

### Alternatives:

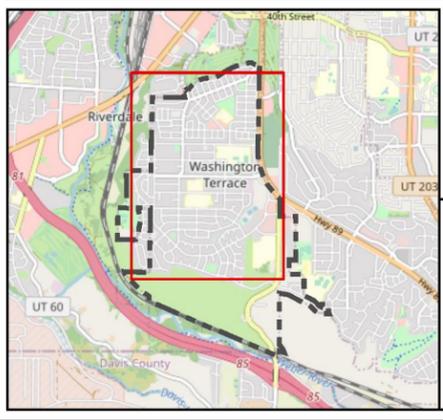
**A. Approve the Request:** The Planning Commission should make a motion to approve the ordinance amending chapter 17.10 relating to the infill residential development regulations; adding lot 2 Laker 88 Subdivision with parcel #07-795-0002 and adopting an infill development for parcel #07-795-0002.

**B. Deny the Request:** Deny the applicants request

**C. Continue the Item:** The Planning Commission may table the request to a later meeting, subject to suggesting additional information, or requiring changes to the ordinance prior to making a decision.



Label	PARCEL #	OWNER	ADDRESS
1	070610038	STANDER, CLIVE T &	183 E 5000 S
2	070630005	BUILT TUFF HVAC LLC	
3	077960021	HARVEST POINTE TOWNHOMES LLC	
4	070640069	GABEL, RICHARD H & WF	118 W 5000 S
5	070640108	LANGFORD, RUSSELL P & WF	
6	070640056	RUSSELL P LANGFORD LIMITED	254 W 5000 S
7	070640123	LANGFORD, RUSSELL P & WF	
8	070640059	HORTON, EDWARD E & WF	228 W 5000 S
9	070640085	ROSS, TERRI LEE TUCKER	246 W 5000 S
10	070640115	WHITAKER, FLOYD L & WF	
11	070640064	WHITAKER, FLOYD L & WF	182 W 5000 S REAR
12/13	078020025	TERRACE PINES TOWNHOMES	
14	070640066	DRM CONSTRUCTION	175 W 4900 S
15	070670055	P F INVESTMENTS L L C	
16	070660004	READ, RODNEY A	278 W 5200 S
17	070670034	WHITAKER, KYLE	435 W 4800 S
18	077950002	GUFFEY & ASSOCIATES INC	252 E 5000 S



- Infill Properties
- Existing
- Proposed
- UTA Transit
- Route 612
- Bus Stops
- Parcel Boundary
- Municipal Boundary

Data Sources:  
 Utah AGRC WMTS Basemap - Terrain  
 © OpenStreetMap (and) contributors, CC-BY-SA

**THE CITY OF**  
*Washington Terrace*

K. Thompson, July 2020

**WASHINGTON TERRACE CITY INFILL PROPERTY MAP**

**EXHIBIT**

**A**

The data contained in this document is for reference use. This data is based upon the interpretation of the municipal code and other governing law as determined by the City of Washington Terrace. The data was compiled from the best sources available in order to minimize error. While the data has been tested for accuracy and content, the City of Washington Terrace disclaims any responsibility and makes no warranty, expressed or implied, as to the accuracy of completeness of the information, text, graphics or other items contained on this map, and it being within surveying or engineering standards. Neither is the City of Washington Terrace responsible or liable for any third party reliance, data derivatives of any kind, or any misuse of this data. Any measurements taken from the data may not be accurate without a formal survey.

**CITY OF WASHINGTON TERRACE  
SUBDIVISION DEVELOPMENT AGREEMENT**

The Parties to this Development Agreement (“Agreement”) are \_ Bank of Utah, Custodian FBO: Jeffery J. Beckstead IRA \_\_\_\_\_, “Developer”) and the City of Washington Terrace (“City”). The Effective Date of this Agreement is the date of the last party to sign below.

**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 WT Twin SUBDIVISION (“Subdivision”), which property is more particularly described in the attached as Exhibit “A” and incorporated herein by this reference (“Property”); and

**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 development; and

**WHEREAS**, the purpose of this Agreement is to protect the City from the cost of completing the improvements required as part of the approval of this Subdivision itself and is not executed for the benefit of material, men, laborers, or others providing work, services or material to 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. **In-fill Improvements.** The Developer shall construct and install, at his own expense, those on-site and off-site In-fill Improvements listed on Exhibit “B” attached hereto and incorporated herein by this reference (“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.
  
2. **Financial Guarantee.** To secure the performance of his obligations hereunder, the Developer will make a Cash Deposit of a “Financial Guarantee” to be held in Escrow under the terms of an Escrow Agreement established in the form and manner approved

by the City Attorney which shall be attached hereto as Exhibit “C” incorporated by this reference. The Financial Guarantee is to be in the amount specified in the total of all In-fill Improvements including related costs and contingency calculated as part of the In-fill Improvements. The Financial Guarantee will be established Escrow Holder approved by the City Attorney, 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. 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 In-fill 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 In-fill 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 In-fill Improvements within one year from the Effective Date (also may be referred to as “Commencement Period”) and the In-fill Improvements, each and every one of them, will be completed within two (2) years from the Effective Date (also may be referred to as “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. The recorded Plat shall substantially conform to the approved Plat for the Subdivision attached in Exhibit “D” incorporated herein by this reference, subject to any changes by the City Engineer.

- c. Approved Final Subdivision Plan, including all Floor Plan and Elevations, shall comply with Exhibit “E” and all regulations set forth in Chapter 17.10 of the Washington Terrace Municipal Code. Developer shall specifically comply with all building materials set forth by code or ordinance of the In-fill SZ.
  - d. Comply with the Public Works Standards and Technical Specifications along with all requirements of the City Engineer.
  - e. Conform to the Final Approval granted by the Planning Commission and City Council as set forth in the applicable minutes.
  - f. 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 In-fill 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 be required for approved culinary use and for 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”), and the HOA, 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 In-fill 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 Owners and HOA are joint and severally liable under this Agreement. The Owners and HOA is responsible to maintain the HOA in good standing as a Utah non-profit corporation and shall hold the City harmless for the same. The Owners and HOA shall collect a fee equivalent to the costs of maintaining the HOA as set forth in the Covenants, Conditions, and Restrictions (CC&Rs) and shall also be responsible for any

and all snow removal (including the public right-of-way), open space, common area, and landscaping. 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 upon Owners 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. The Owners and HOA hereby hold the City harmless for the Subdivision and all In-fill Improvements. The City does not enforce any Covenants, Conditions, and Restriction (CC&Rs) relating to the Subdivision unless expressly stated in the CC&Rs, enforcement is to be made by Owners in the Second District Court. Nothing in this Agreement prevents the HOA from contracting with the City to provide services for the HOA.

10. **Special District/Assessment.** 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 In-fill Improvements in the Subdivision, which for the purpose of this Paragraph includes, but is not limited to: roadways, curb, gutter, sidewalk, snow removal, landscaping, storm drain, flood control, sewer and/or water (culinary and secondary). 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.
11. **Durability.** The continuing obligations and provisions of this Development Agreement run in perpetuity with the land.

#### **CITY'S OBLIGATIONS**

12. **Plat Approval.** The City will grant Final Subdivision Plat ("Plat") approved and Zoning Map Amendment to "In-fill SZ" 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.
13. **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.

14. **Inspection and Certification.** The City will inspect the In-fill Improvements as they are being constructed and, if acceptable to the City Engineer, certify such improvement are 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.
15. **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).
16. **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 In-fill Improvements must be offered to the City in no more than one (1) dedication per month.
17. **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 In-fill 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.

18. **Use of Proceeds.** The City will use funds drawn under the Financial Guarantee only for the purposes of completing the In-fill Improvements or correcting defects in or failures of the In-fill Improvements.

### OTHER PROVISIONS

19. **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 In-fill Improvements within one year of final subdivision plat approval;
  - b. Developer's failure to complete construction of the In-fill 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.

20. **Measure of Damages.** The measure of damages for breach of this Agreement will be the reasonable cost of completing the In-fill Improvements. For In-fill Improvements upon which construction has not begun, the estimated cost of the In-fill Improvements as shown on Exhibit "B" will be prima facie evidence of the minimum cost of completion. However, neither that amount, nor the amount of the Financial Guarantee, establishes the maximum amount of the Developer's liability. The City will be entitled to complete all unfinished In-fill Improvements at the time of default regardless of the extent to which development has taken place in the Subdivision or whether Development ever commenced.
21. **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 In-fill Improvements theretofore accepted by the City. The City will have the right to complete In-fill 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 In-fill 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 In-fill 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 In-fill Improvements are completed and accepted 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.

22. **Indemnification and Improvements.** The Developer and any subsequent Owners of any or all Lots in the Subdivision hereby expressly agree to forever indemnify and hold the City and any Affected Entities (includes any other agencies and utilities) 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 In-fill Improvements pursuant to this Agreement or development, maintenance, and operation of the Subdivision. This indemnity obligation shall not be construed to indemnify City and any Affected Entities against the City or the Affected Entities own negligence, to the extent allowed by law. 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 In-fill 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, algae, debris, or foreign objects that require Owners to provide continuous maintenance and upkeep, winterization measures, and specialized operation or handling.
23. **Employment.** The Developer is not an agent or employee of the City.
24. **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.

25. **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.
26. **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.
27. **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.
28. **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.
29. **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.
30. **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.
31. **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.
32. **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 run with the Property, binding 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.

- 33. **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: \_\_2605 Washington Blvd, Ogden, UT 84401\_\_.
  - b. City: 5249 South 400 East, Washington Terrace, UT 84405.
- 34. **Recordation.** Either Developer or City may record a copy of this Agreement at any time in the Recorder's Office of Weber County, Utah.
- 35. **Immunity.** Nothing contained in this Agreement constitutes a waiver of any of the City's immunity under any applicable state law or otherwise.
- 36. **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:

*Bank of Utah, Custodian*  
*By: Jeffery J. Beckstead, V.P., SA TRUST OFFICER*

7/30/2020

Bank of Utah, Custodian FBO: Jeffery J. Beckstead IRA  
Developer

Date

APPROVED AS TO FORM:

CORPORATE ACKNOWLEDGMENT

State of Utah            )  
                                   ss:  
 County of Weber        )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, a Notary Public, \_\_\_\_\_, the signer of the within instrument, who duly acknowledged to me that he executed the same in his authorized capacity.

\_\_\_\_\_  
Notary Public

CITY OF WASHINGTON TERRACE:

\_\_\_\_\_  
MARK ALLEN, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**ACKNOWLEDGMENT**

State of Utah            )  
                                  ss:  
County of Weber        )

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

\_\_\_\_\_  
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 “In-fill Improvements”
- Exhibit C:    Financial Guarantee
- Exhibit D:    Approved Final Subdivision Plat
- Exhibit E:    Approved Final Subdivision Plan (Floor Plan and Elevations)



## Exhibit A

Legal Description of the Property:

### BOUNDARY DESCRIPTION

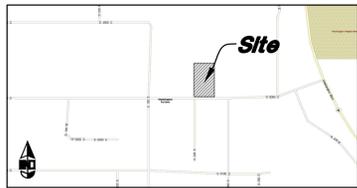
All of Lot 2 Laker 88 Subdivision, According to the official plat there of on file with the Weber County  
Recorders Office as Entry # 2967624

More particularly described as follows

A part of the Northeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base  
and Meridian, U.S. Survey, Washington Terrace City, Weber County, Utah:

Beginning at a point on the Northerly Right-of-Way Line of 5000 South Street, said point being  
831.75 feet South 89°09'22" East and 33.00 feet North from the Southwest Corner of the Northwest  
Quarter of the Northeast Quarter of Section 17; and running thence North 0°50'38" East 25.00 feet;  
thence North 13°30'28" East 25.31 feet; thence North 0°16'09" East 147.99 feet to the Southerly Line of  
the Weber School District Property; thence along said Southerly and Westerly Lines the following two (2)  
courses: (1) South 89°26'12" East 59.87 feet, and (2) South 1°58'57" West 198.00 feet to the Northerly  
Right-of-Way Line of said 5000 South Street; thence North 89°09'22" West 60.00 feet along said Northerly  
Right-of-Way Line to the Point of Beginning.

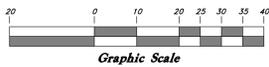
Contains 11,477 Sq. Ft. or 0.263 Acres



VICINITY MAP  
Not to Scale



Scale: 1" = 20'



# WT Twin Subdivision P.U.D.

A part of the Northeast Quarter of Section 17, T5N, R1W, SLB&M, U.S. Survey  
Washington Terrace, Weber County, Utah  
August 2020

### SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 6242920 in accordance with Title 58, Chapter 22, of the Professional Engineers and Professional Land Surveyors Licensing Act. I also certify that I have completed a survey of the property described hereon in accordance with Section 17-23-17 and that I have verified all measurements shown hereon this plat of WT Twin Subdivision P.U.D. in Washington Terrace City, Weber County, Utah and that it has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Weber County Recorder's Office. Monuments have been found or placed as represented on this plat.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2020.

6242920  
License No.

Andy Hubbard

### OWNERS DEDICATION

I, the undersigned, Owner of the hereon described tract of land, hereby set apart and subdivide the same into lots and streets, as shown on this plat and name said tract of WT Twin Subdivision P.U.D. and hereby dedicate, grant and convey to Washington Terrace City, Weber County, Utah those certain strips for easements for public utilities and drainage purposes, as shown hereon, the same to be used for installation, maintenance and operation of public utility service lines and drainage, as may be authorized by Washington Terrace City, Weber County, Utah, with no buildings or structures being erected within such easements.

Signed this \_\_\_\_ Day of \_\_\_\_\_, 2020.

Jeff Beckstead

### ACKNOWLEDGMENT

State of Utah }  
County of \_\_\_\_\_ } ss

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by Jeff Beckstead.

Residing At: \_\_\_\_\_ A Notary Public commissioned in Utah

Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_ Print Name

### BOUNDARY DESCRIPTION

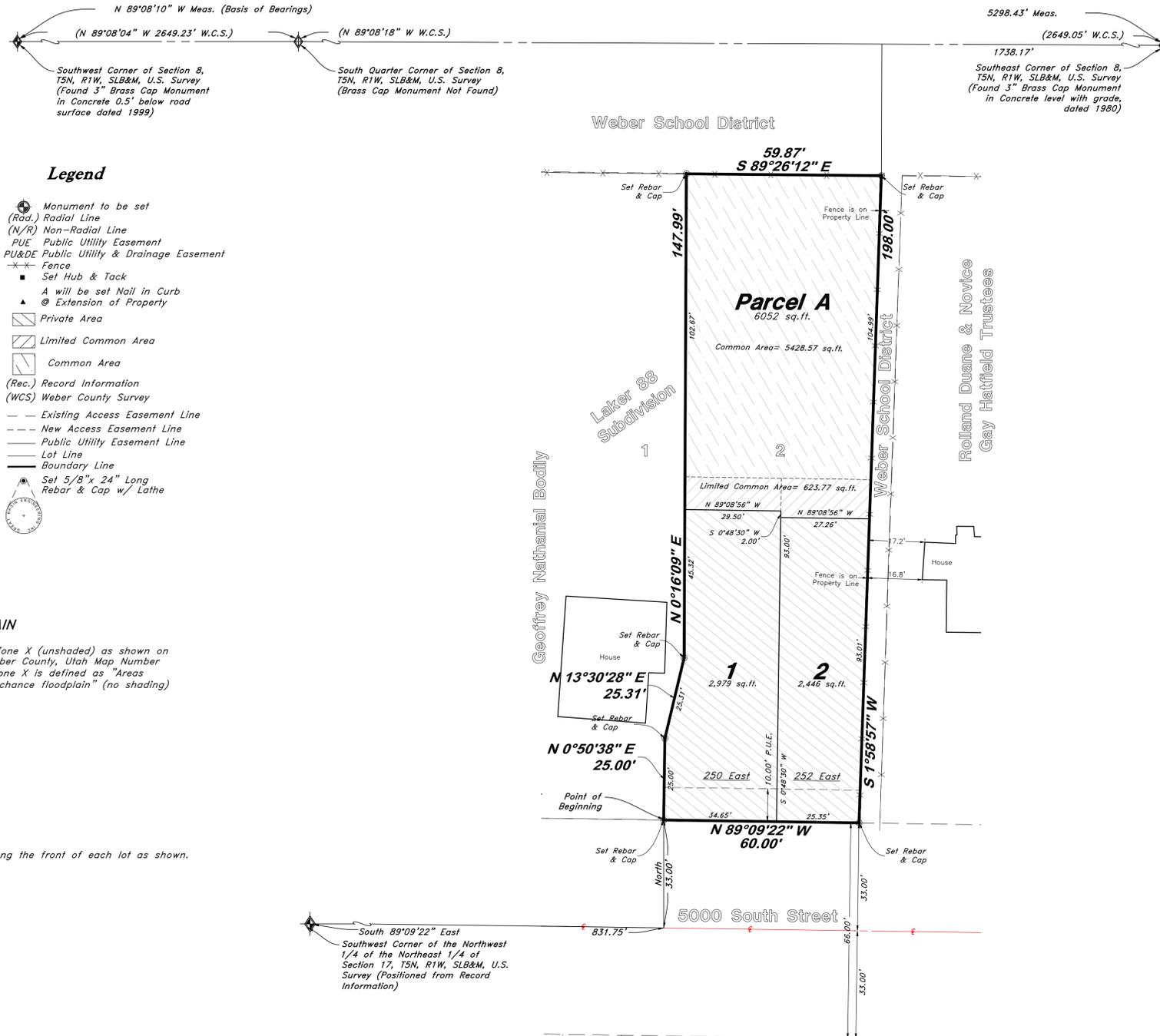
All of Lot 2 Laker 88 Subdivision, According to the official plat there of on file with the Weber County Recorders Office as Entry # 2967624

More particularly described as follows

A part of the Northeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Washington Terrace City, Weber County, Utah:

Beginning at a point on the Northerly Right-of-Way Line of 5000 South Street, said point being 831.75 feet South 89°09'22" East and 33.00 feet North from the Southwest Corner of the Northwest Quarter of the Northeast Quarter of Section 17; and running thence North 0°50'38" East 25.00 feet; thence North 13°30'28" East 25.31 feet; thence North 0°16'09" East 147.99 feet to the Southerly Line of the Weber School District Property; thence along said Southerly and Westerly Lines the following two (2) courses: (1) South 89°26'12" East 59.87 feet, and (2) South 1°58'57" West 198.00 feet to the Northerly Right-of-Way Line of said 5000 South Street; thence North 89°09'22" West 60.00 feet along said Northerly Right-of-Way Line to the Point of Beginning.

Contains 11,477 Sq. Ft. or 0.263 Acres



### Legend

- Monument to be set (Rad.) Radial Line (N/R) Non-Radial Line
- PUE Public Utility Easement
- PU&DE Public Utility & Drainage Easement
- Fence
- Set Hub & Tack
- A will be set Nail in Curb
- Extension of Property
- Private Area
- Limited Common Area
- Common Area
- (Rec.) Record Information
- (WCS) Weber County Survey
- Existing Access Easement Line
- New Access Easement Line
- Public Utility Easement Line
- Lot Line
- Boundary Line
- Set 5/8" x 24" Long Rebar & Cap w/ Lathe

### FLOOD PLAIN

This property lies entirely within flood Zone X (unshaded) as shown on the FEMA Flood Insurance Rate Map for Weber County, Utah Map Number 49057C0436F dated 2 June, 2015. Flood Zone X is defined as "Areas determined to be outside the 0.2% annual chance floodplain" (no shading)

### NOTE:

- 10' Wide Public Utility Easements along the front of each lot as shown.

### WASHINGTON TERRACE CITY

This is to certify that this plat and dedication of this plat were duly approved and accepted by the City Council of Washington Terrace City, Utah this \_\_\_\_ day of \_\_\_\_\_, 2020.

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Mayor

### WASHINGTON TERRACE CITY ENGINEER

I hereby certify that the required public improvement standards and drawings for this subdivision conform with Washington Terrace standards and the amount of the financial guarantee is sufficient for the installation of these improvements.

Washington Terrace City Engineer

### WASHINGTON TERRACE CITY ATTORNEY

I have examined the financial guarantee and other documents associated with this subdivision plat, and in my opinion they conform with the City Ordinance applicable thereto and now in force and effect. Signed this \_\_\_\_ day of \_\_\_\_\_, 2020.

Washington Terrace City Attorney

### WASHINGTON TERRACE CITY PLANNING COMMISSION APPROVAL

This is to certify that this subdivision plat was duly approved by the Washington Terrace City Planning Commission. Signed this \_\_\_\_ day of \_\_\_\_\_, 2020.

Chairman, Washington Terrace City Planning Commission

DEVELOPER:  
Jeff Beckstead  
Great Basin Engineering, Inc  
164 E. 5800 S. Washington Terrace 84405  
801-682-3724

ENGINEER:  
Great Basin Engineering, Inc  
c/o Andy Hubbard  
Andyh@greatbasineng.com  
5746 South 1475 East, Suite 200 Ogden, Utah 84405  
(801) 394-4515

### WEBER COUNTY RECORDER

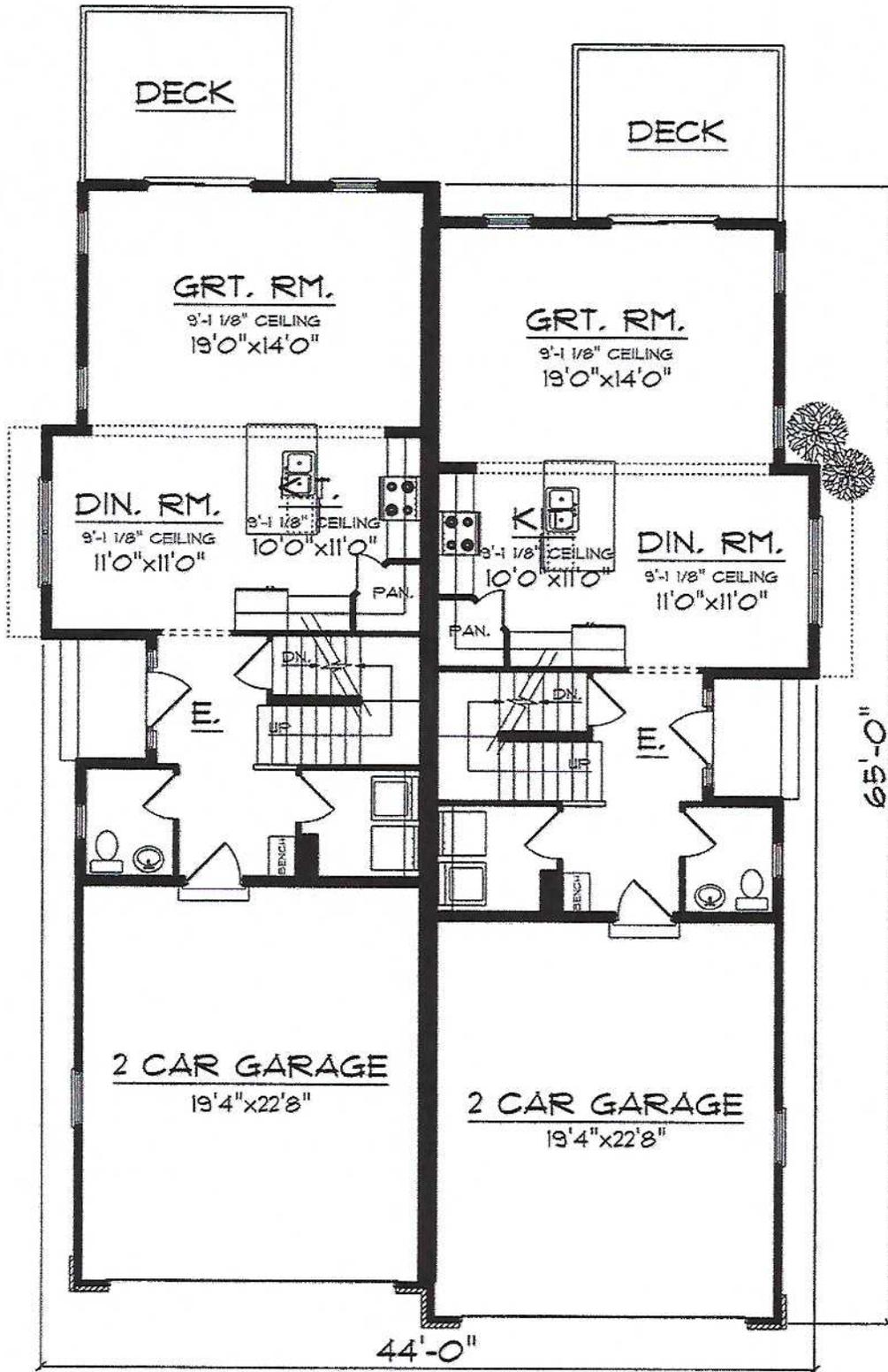
ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
RECORDED \_\_\_\_\_ FILED FOR RECORD AND AT \_\_\_\_\_  
IN BOOK \_\_\_\_\_ OF OFFICIAL RECORDS, PAGE \_\_\_\_\_ RECORDED FOR \_\_\_\_\_

WEBER COUNTY RECORDER

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

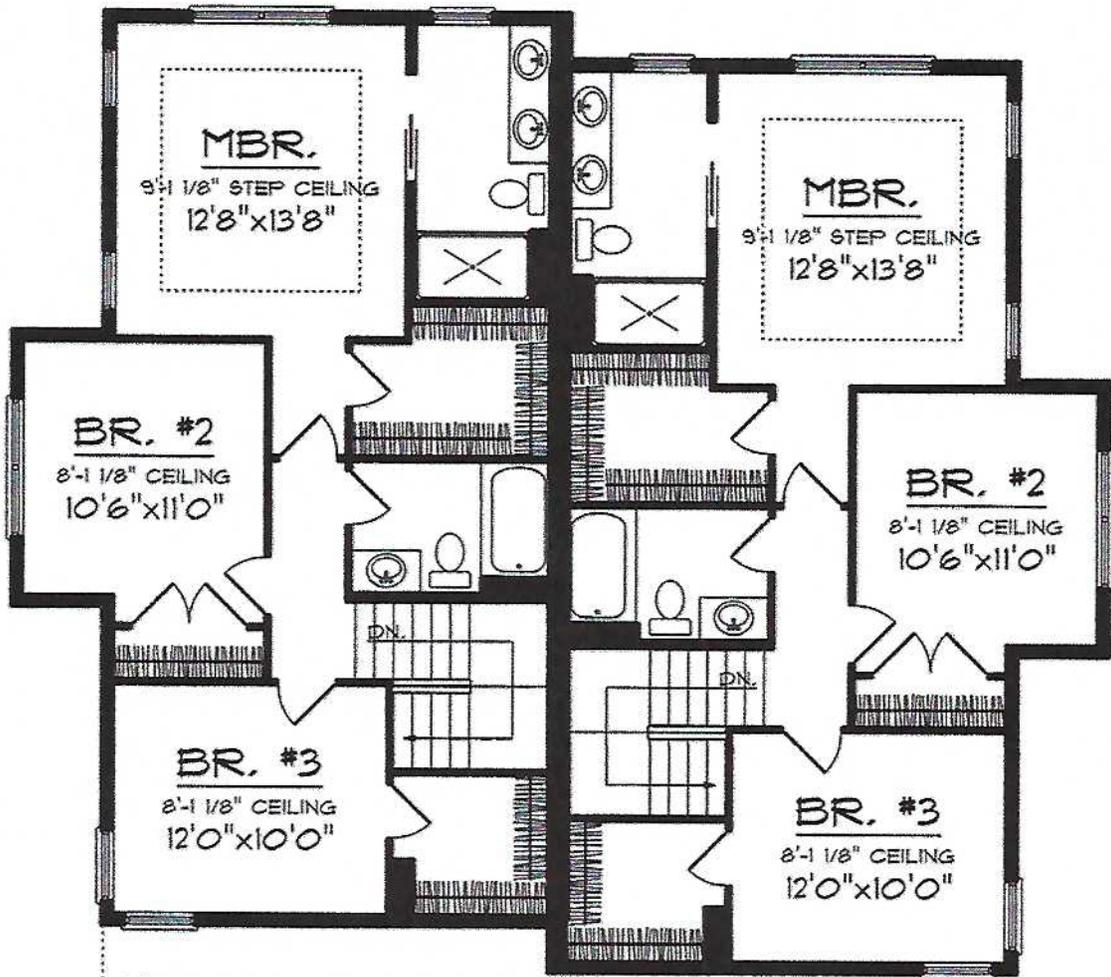


EXHIBIT E  
(PRELIMINARY)



MAIN FLOOR PLAN

EXHIBIT E (cont.)  
(PRELIMINARY)



SECOND FLOOR PLAN

EXHIBIT E (cont. 2)  
(PRELIMINARY)

CLADDING TO BE CODE COMPLIANT WITH  
FRONT ELEVAT. 60% STONE AND REMAINDER STUCCO

