

WASHINGTON TERRACE CITY

ORDINANCE 20-04

IN-FILL RESIDENTIAL DEVELOPMENT

AN ORDINANCE OF THE CITY OF WASHINGTON TERRACE, UTAH, 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; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Washington Terrace City (hereafter referred to as “City”) is a municipal corporation, duly organized and existing under the laws of the State of Utah;

WHEREAS, *Utah Code Annotated* §§ 10-8-84 and 10-8-60 authorizes the City to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, the City desires to update its land use regulations relating to in-fill development;

WHEREAS, Title 10, Chapter 9a, of the *Utah Code Annotated*, 1953, as amended, enables the City to regulate land use and development;

WHEREAS, after publication of the required notice, the Planning Commission held its public hearing on August 6, 2020, to take public comment on this Ordinance, and subsequently gave its recommendation to approve;

WHEREAS, the City Council received the recommendation from the Planning Commission and held its public meeting on August 18, 2020, and desires to act on this Ordinance;

NOW, THEREFORE, be it ordained by the City Council of Washington Terrace City as follows:

Section 1: Repealer. Any word other, sentence, paragraph, or phrase inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.

Section 2: Adoption. Chapter 17.10 of the *Washington Terrace Municipal Code* is hereby amended to read as follows:

17.10.50 Eligibility and Guidelines.

- 1) Eligible Parcels. The In-fill Development Map set forth in Exhibit “A” adopted and incorporated herein by this reference specifies the eligible parcels that may be used for in-fill development subject to the requirements of this title. Parcels not identified on the In-fill Development Map are not eligible. The Owner of any parcel not identified on the In-fill Development Map may request to be added to said Map by Ordinance if the size and configuration meet the purpose and intent of this Chapter.
- 2) Requirements. The existing zoning and General Plan shall be residential.
- 3) Guidelines. The following guideline apply:
 - a) Size and Access. Meet the size and access criteria as follows:
 - i) Being accessed from a public street.

- ii) Be of sufficient size for egress without interfering with adjoining properties and be of sufficient size for a residential use without reduction of residential setbacks for the zone by more than twenty-five (25%).
- iii) Be of sufficient size for fire access in accordance with the specifications of the Fire Marshall and the applicable code.
- iv) Be capable of being serviced by utilities and infrastructure.
- v) Be no more than two (2) stories, including any basement.
- b) Architecture and Design. Meet the architecture and design criteria as follows:
 - i) Each unit shall have a minimum two (2) car attached garage, private driveway parking in the front set-back area equivalent to one (1) vehicle, and off-street guest parking located in the overall development site plan equal to one (1) additional vehicle for each unit.
 - ii) Provide for the following architectural features:
 - (1) Minimum sixty (60) percent of the front exterior of the residential structure shall be brick, stone, or cultured stone material. Remainder of the exterior structure shall consist of: cement board, architectural shingles, heavy timber, or stucco. No vinyl or metal siding is permitted.
 - (2) Color schemes, such as earth-tones, that promote curb appeal.
 - (3) Varied rooflines that include: decorative dormers, gabled or hipped pitched roofs, and parapets or cornices.
 - (4) Front porches shall include decorative exterior lighting.
- c) Density. The density of lots in any in-fill development shall be calculated based upon the average density of the ~~surrounding~~ residential uses immediately adjoining to, and across the street from, the property seeking in-fill development under this Chapter on a per acre basis as calculated by the Building Official.

17.10.060 Administration.

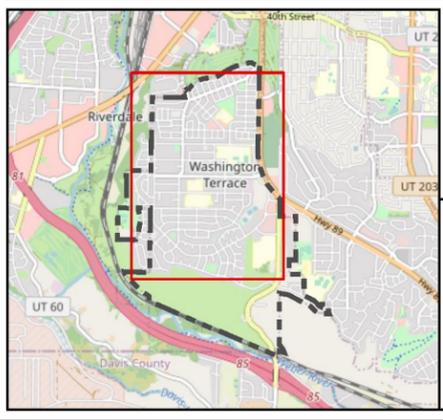
- 1) Administrative Function. It is policy that after the legislative adoption of the In-fill Development Sub-zone (In-fill SZ) ~~sub-zone~~ and Development Agreement, that implementation shall be an administrative function and not legislative.
- 2) Maintenance. Unless otherwise provided in the Development Agreement, all infrastructure in the sub-zone shall be maintained and operated by an owner association established for that purpose.
- 3) Covenants. Any covenants, conditions, and restriction shall be approved by the City as part of the Development Agreement.
- 4) Escrow. As part of the Development Agreement, the applicant shall enter into an Escrow Agreement. The escrow funds shall be deposit in escrow account with a federally insured financial institution approved by the City and be in the amount equal to the cost of the improvements not yet installed and as estimated or approved by the City Engineer. The City shall be authorized to draw upon the funds to complete any improvement, and the escrow amount shall additionally include costs incurred by the City for approval of the development, and ten percent of the total costs of improvements as determined by the City Engineer as a contingency warrant amount.

Section 3: **Map.** The In-fill Development Map in Exhibit “A” attached hereto and incorporated by this reference is hereby amended to include Weber County Parcel No. 077950002.

Section 4: **Adoption of In-Fill Development.** Weber County Parcel Number 077950002 in hereby zoned In-fill SZ in accordance with Chapter 17.10, and the Development Agreement attached hereto as Exhibit “B” and incorporated herein by this reference is hereby adopted along with all attachment thereto.



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
- Infill Properties Proposed
- UTA Transit Route 612
- UTA Transit 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: Pamela Sambut, 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

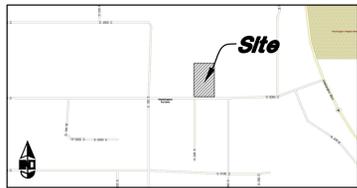
More particularly described as follows

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

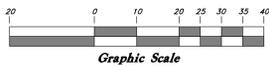
	A	B	C
1	<u>WT Twin</u>		
2	DATE: <u>July 8, 2020</u>		
3	Work		TASK
4	ITEM #	ITEM	PRICE
5	I.	DEMOLITION	
6		SAWCUT, EX. CONCRETE, CURB & GUTTER AND ASPHALT	
7		REMOVE & DISPOSE EX. ASPHALT	
8		REMOVE & DISPOSE EX. CONCRETE SIDEWALK & FLAT WORK	
9		REMOVE & DISPOSE EX. CONCRETE CURB & GUTTER	
10			-----
11		SUBTOTAL:	1,600.00
12			
13	II.	RIGHT OF WAY IMPROVEMENTS	
14		30" CATCH CURB & GUTTER	0.00
15		CONFORM EX. S.D. GRATE TO NEW CURB	0.00
16		DRIVEWAY APPROACH 6" THICK	0.00
17		6' WIDE x 4" THICK SIDEWALK	0.00
18		CITY STANDARD ASPHALT PAVEMENT RESTORATION	0.00
19			-----
20		SUBTOTAL:	5,600.00
21	III.	CULINARY WATER IMPROVEMENTS	
22		(2) 1" CULINARY WATER CONNECTION COMPLETE	
23		(2) 1" CULINARY WATER LATERAL AND METER BOX COMPLETE	
24			-----
25		SUBTOTAL:	4,400.00
26			
27	IV.	SEWER IMPROVEMENTS	
28		(2) 4" SANITARY SEWER CONNECTION COMPLETE	
29		(2) 4" SANITARY SEWER LATERAL COMPLETE	
30		(2) 4" SANITARY SEWER CLEAN OUT	
31		SUBTOTAL:	3,400.00
32			
33			
34			
35		<u>GRAND TOTAL:</u>	15,000.00
36			



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

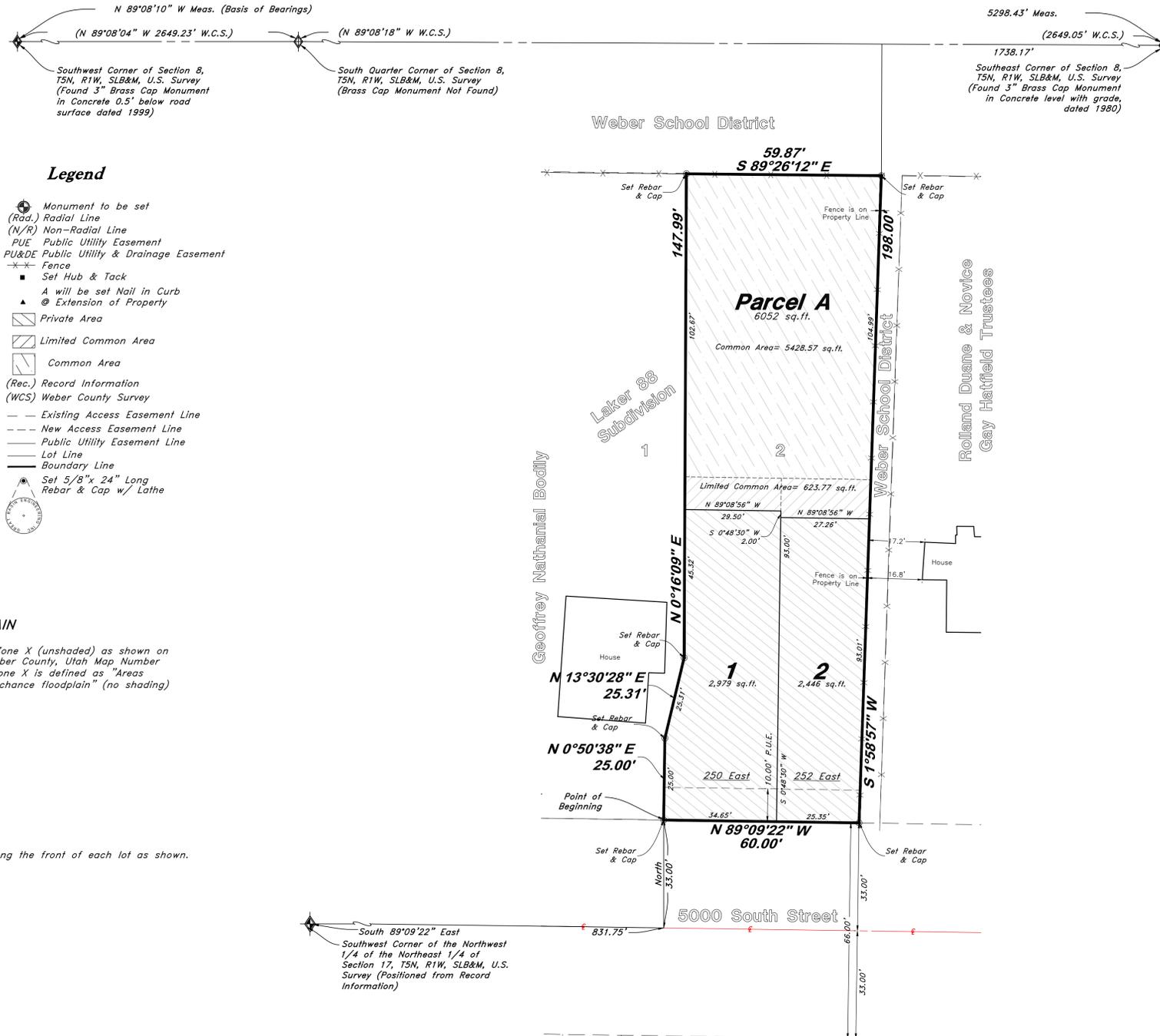
All of Lot 2 Laker 88 Subdivision, According to the official plat there of on file with the Weber County Recorders Office as Entry # 2967624

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

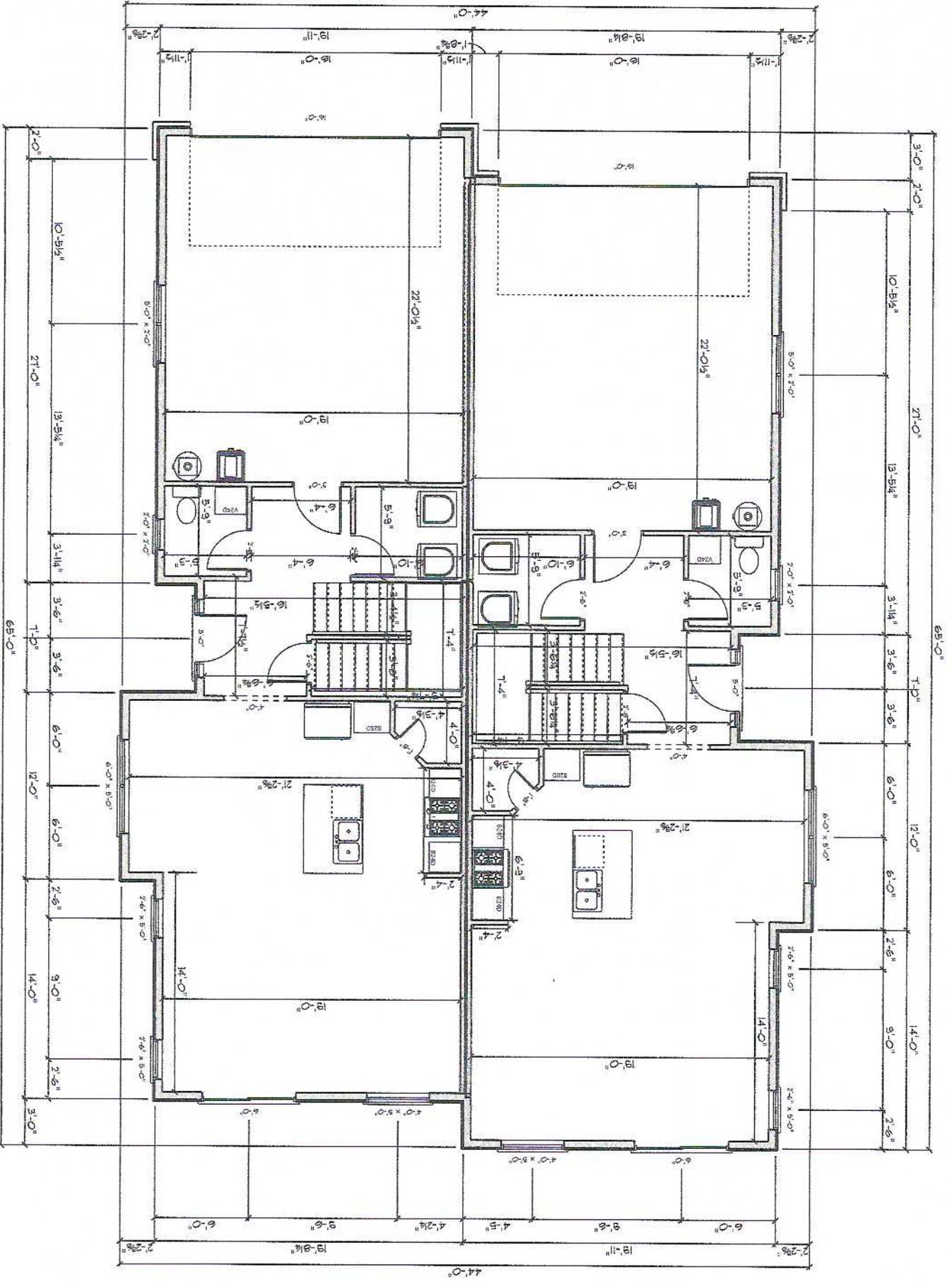
WEBER COUNTY RECORDER

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

WEBER COUNTY RECORDER

BY: _____ DEPUTY





2 OF 7

3 of 7

