

South Weber City Land Use Packet



South Weber City
Community Services
Department

1600 E South Weber Dr.
South Weber UT. 84405
Office (801) 479-3177
ext. 2205

Dear Applicant,

This packet has been prepared to guide you in preparing and completing all required applications and documentation for most Land Development Uses. The items included and required in this packet have been prepared to allow your submittal to be processed and reviewed in the timeliest manner possible. Not all forms are required for all development uses. Please ask if you have questions about what is required for your specific development or use.

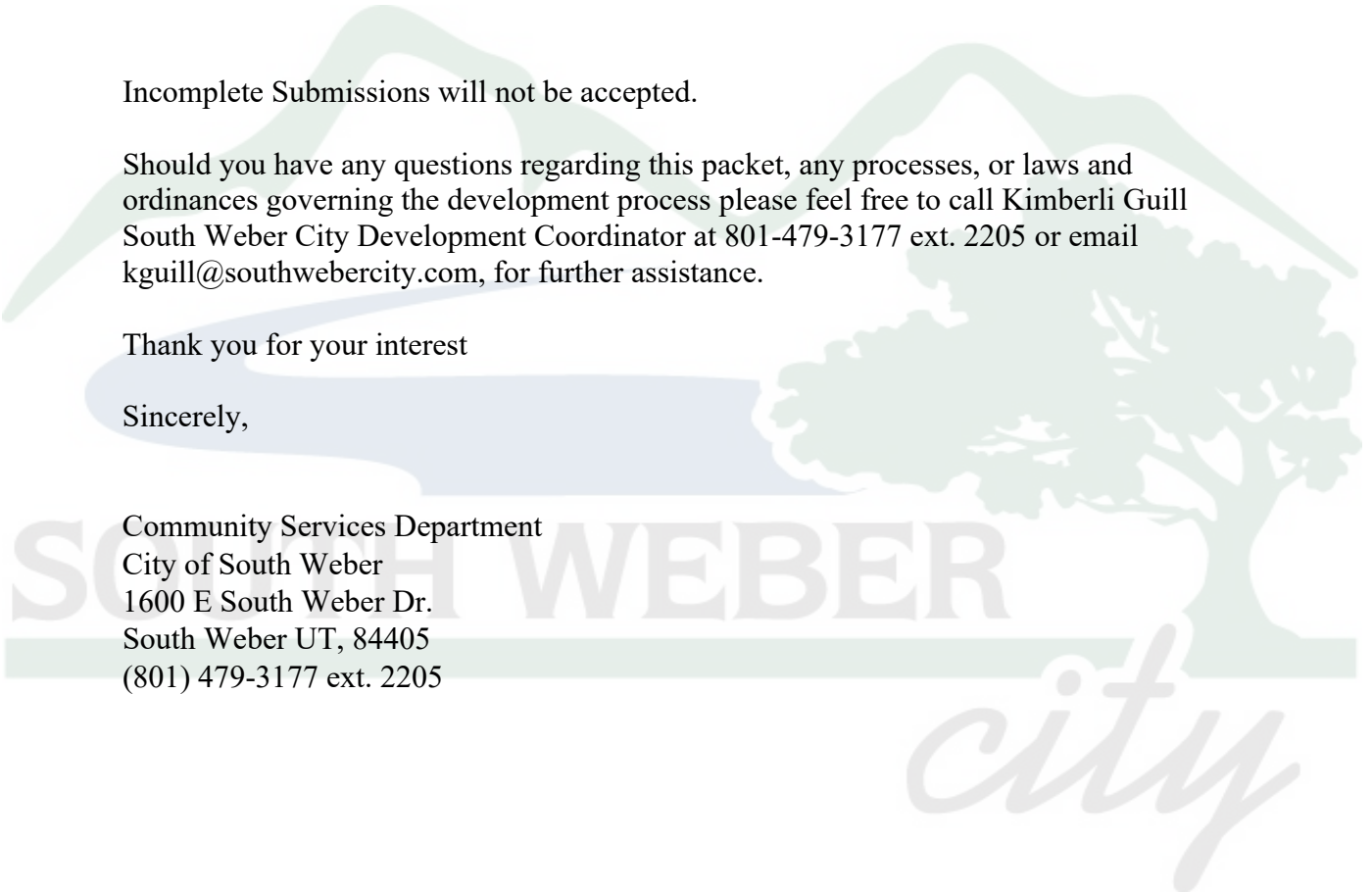
Incomplete Submissions will not be accepted.

Should you have any questions regarding this packet, any processes, or laws and ordinances governing the development process please feel free to call Kimberli Guill South Weber City Development Coordinator at 801-479-3177 ext. 2205 or email kguill@southwebercity.com, for further assistance.

Thank you for your interest

Sincerely,

Community Services Department
City of South Weber
1600 E South Weber Dr.
South Weber UT, 84405
(801) 479-3177 ext. 2205



SOUTH WEBER CITY DEVELOPMENT PROCESS

CONCEPT

Not Required but highly recommended

Meeting Fees required to be paid prior to scheduling the meeting.

Provide Any Concept Plans before scheduling.

Timeline: 5 Business Days to Schedule Meeting

Submission: Email to kguill@southwebercity.com PDF or Google Drive Link

Cost: Residential 1-10 Lots \$200, 11+ Lots \$400, Commercial \$400

Concept Plan Recommendations *

- ☐ 1 electronic copy of the plat/parcel map of the area
- ☐ Legal Description of entire proposed project
- ☐ 1 electronic Preliminary Drawing/Sketch (this can be very informal and will be used only to provide the basic layout of the proposed subdivision)
- ☐ Proposed name of subdivision
- ☐ Locations and ownership of all adjacent tracts of land
- ☐ Locations of existing and proposed streets
- ☐ Configuration of proposed lots
- ☐ Approximate locations of land proposed to be set aside for park or playground use or other public use
- ☐ Proposed future drainage scheme
- ☐ Total acreage of the entire tract proposed for subdivision
- ☐ General knowledge of existing land characteristics (i.e. slope, wetlands)

SKETCH PLAN

Required

Once **ALL** items identified below are submitted and verified there will be a **15 business day review period prior to sketch plan meeting**. Meeting fees must be paid prior to scheduling the sketch plan meeting. Plan review comments will be discussed with developer during sketch plan meeting. After developer submits ALL items required based on the review, The City will then have **10 business days to review & respond**. This process of submission and response will continue until **ALL** items are satisfied. At that time staff will recommend moving forward to Preliminary stage. Any Rezone or Conditional use required will run concurrently.

Timeline: (Initial) 15 Business Day City Review Period Prior to Sketch Meeting

(Follow-Up) 10 Business Day City Response Time Per Submission Round

Submission: Email to kguill@southwebercity.com PDF or Google Drive Link

Cost: (Initial Meeting) Residential 1-10 Lots \$400, 11+ Lots \$700, Commercial \$700 + 100% of Prof. Services

(Subsequent) Residential 1-10 Lots \$300, 11+ Lots \$350, Commercial \$350 + 100% of Prof. Services

Sketch Plan Requirements *

- ☐ Land Use Application with Ownership Affidavit (if not submitted at Concept Phase)
- ☐ Land Survey/Legal Description (to be listed on the plat)
- ☐ Proposed Name of Subdivision
- ☐ Phase Lines (if applicable)
- ☐ Rezone Application (if applicable)
- ☐ Conditional Use Application (if applicable)
- ☐ Context Plan
- ☐ Site Plan

One electronic PDF plan shall be submitted of the following (north arrow pointing up or to the right):

- ☐ **Context Plan** within 300' that includes, but is not limited to the following:
 - Existing Topography
 - Existing Utilities
 - Existing Natural Features, Drainage Channels, Special Views, Existing vegetation to be preserved
 - Existing Buildings
 - Existing Ingress and Egress Points
 - Location, names, and existing widths of adjacent streets
- ☐ **Site Plan** that includes, but is not limited to the following:
 - All existing easements (utilities, access, etc.)
 - Vicinity Map
 - Aerial Base (can be obtained from: Google Earth or Davis County)
 - Date, North point, Written & Graphic Scales
 - Name, Address, Phone Number for Engineer and/or surveyor who prepared plans
 - Location and dimensions of proposed sites to be dedicated or reserved for open space or recreational use
 - Location and dimensions of proposed sites to be reserved in private ownership for community use
 - Location and ownership information of all canals, ditches, and/or waterways within the subdivision
 - Boundaries of Sensitive Lands as shown in General Plan
 - Names of Surrounding Property Owners
 - Data Table that includes:
 - Number of lots/units
 - Buildable area of each lot
 - Percentage of buildable land
 - Percentage of landscaping or open space
 - Density of dwelling units per acre
 - Proposed transportation system (including trails) and street layout (width and proposed right of way cross sections)
 - Fire Flows in the Area (Contact Fire Department 801-476-8907)
 - Grading and Storm Drainage Plan
- ☐ **Non-Residential Developments**
 - Building footprint (if known)
 - Number of proposed parking spaces (common & private)
 - Landscaping Plan
 - Lighting Plan
 - Signage Plan

PRELIMINARY

Required

Once **ALL** items identified below are submitted and verified there will be a **15 business day review period**. **During this period City will submit for 3rd party fire review for commercial developments during this period (developer will be charged fee)**. The city will submit to developer all reviews. Once Developer responds to the review with changes, the city will **have 10 business days to review & respond**. This process of submission and response will continue until ALL items are satisfied. At this point ALL Fees must be paid in full to move forward. Staff will then recommend moving forward to Planning Commission. Development will be placed on the next available Planning Commission Agenda and all Public Notices will be sent out and posted. Developer will receive the packet for the meeting they will be listed on via email.

Timeline: (Initial) 15 Business Day City Initial Review Period on Submission

(Follow-Up) 10 Business Day City Response Time Per Submission Round

Submission: Email to kguill@southwebercity.com PDF or Google Drive Link

Cost: Residential 1-10 Lots \$600, 11+ Lots \$900, Commercial \$900 +100% Professional of Fees

Preliminary Plan Requirements *

- ☐ Complete all additions/requirements set by the Development Team
- ☐ 1 Set of Mailing Labels - listing the names/mailling addresses for property ow ners within 300' for the outer boundaries of the property
A list of delineating parcel numbers for each of the surrounding property owners
- ☐ Current Title Report and proof of T itle Insurance
- ☐ Draft of easements/agreements with adjacent p roperty owners (f applicable)
- ☐ Draft of Covenants, Conditions, and Restrictions (if applicable)
- ☐ Complete Utility Notification Form
- ☐ A letter of approval from applicable Secondary Water provider stating date of plans. reviewed and date approved.
- ☐ A written statement from the Army Corps of Engineers regarding wetland mitigation (if applicable)
- ☐ Preliminary Storm Drain Calculations (See Storm Drain Ordinance)
- ☐ Geotechnical report.
- ☐ Traffic Impact study if rec ommended at Sketch Plan.

Electronic PDF plan shall be submitted of the following (north to face up or to the right):

☐ **Information to Include on all Drawings:**

This is in addition to information required by sketch plan application, and is not limited to the following:

- ☐ The approved name of the subdivision and the words "Preliminary Plat Not to be Recorded" listed on each page.
- ☐ Written indication of design criteria to be used in design of improvements.
- ☐ Dimensions shown in feet and decimals.
- ☐ Bearings shown in degrees, minutes, and seconds.
- ☐ Contours at two-foot intervals for predominant ground slopes between level and ten percent
- ☐ Contours at five-foot intervals for predominant ground slopes greater than ten Percent
- ☐ Location and sizes of proposed sanitary sewers and other sewage disposal facilities
- ☐ Location and sizes of culinary water facilities
- ☐ Location and size of storm drainage facilities and detention basins

- Wetland Delineation if recommended at Sketch Plan.
- Boundaries of areas subject to flooding or storm water overflow in accordance with FEMA's flood plain mapping
 - Width and direction of flow of all watercourses
 - Include existing and proposed irrigation and natural runoff channels/courses.
- Location, proposed names, widths and typical cross section of streets, curbs, gutter, sidewalks, and other improvements of proposed street rights-of-way and access easements.
- Dimensions and locations of all existing or proposed dedications, easements, and deed restrictions
- Location of any improvements that may be required to be constructed beyond the boundaries of the subdivision (as appropriate)
- Type and size of fencing shown along canals, waterways & agricultural land.

Planning Commission Decision will dictate next steps:

Table: Development is tabled. Planning Commission comments dictate timeframe on when this should come back to Planning Commission. No additional fees are required once they come back before the Planning Commission.

Deny: Developer may choose to continue moving forward on project against the recommendation of the Planning Commission but does so at their own financial risk. In most cases there are required changes that must be made before the Planning Commission will approve forward progress in the development. **Once those amendments are made, developer may re attempt preliminary stage again. Additional Fees are required.**

Approve/Approve with Conditions: Move forward to final

FINAL

Required

Once ALL items identified below are submitted and verified there will be a **15-business day review period** City will submit to developer all reviews. Once Developer submits ALL items required based on review, the city will have **10 Business Days to review & respond**. This process will continue until ALL items are satisfied. Then staff will recommend moving forward to Final Stage. At this point ALL fees must be paid in full to move forward. Developer will be placed on next available Planning Commission Agenda and all public notices will be sent out/posted. Developer will receive the packet for the meeting they will be listed on via email.

Timeline: (Initial) 15 Business Day City Initial Review Period on Submission

(Follow-Up) 10 Business Day City Response Time Per Submission Round

Submission: Email to kguill@southwebercity.com PDF or Google Drive Link

Cost: Residential 1-10 lots \$700, 11+ Lots \$1,100, Commercial \$1,100 +100% Professional of Fees

Final Plan Requirements

- ☐ Complete all conditions/requirements set by the Planning Commission at Preliminary Approval
- ☐ Finalized Draft of Covenants, Conditions, and Restrictions (if applicable)
- ☐ Finalized Storm Drain Calculations
- ☐ Any applicable agreements finalized, signed, and proof of recording with county provided (agreements with South Weber City must be finalized and remain unsigned)
- ☐ Electronic finalized set of certified, stamped construction drawings and specifications as prepared by a licensed civil engineer**

Electronic PDF plan shall be submitted of the following (the north area to point up or to the left):

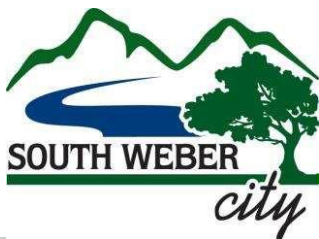
- ☐ Format of Final Plat for Recording Required by the County

Final: The Planning Commission will recommend approval or denial. The City Council will approve or deny development proposal. Items moving forward to City Council from Planning Commission will be placed on the first City Council meeting the month following the meeting in which it was seen by the Planning Commission.

POST APPROVAL:

See post approval walk-through regarding required Developer application and Escrow requirements. All forms are included for your convenience.

**All plans must be prepared and stamped by a licensed and/or certified professional including, but not limited to, architects, landscape architects, land planners, engineers, surveyors, transportation engineers or other professionals as deemed necessary by the City Planner.*



1600 E. South Weber Drive
South Weber, UT 84405

www.southwebercity.com

801-479-3177
FAX 801-479-0066

Approved by PC _____
Approved by CC _____

OFFICE USE ONLY

	1-10 lots	11 + lots	Amt Pd	Date	Rcpt#	Mtg date
Concept	\$ 200.00	\$ 400.00				
Sketch	\$ 400.00	\$ 700.00				
2nd Sketch	\$ 300.00	\$ 350.00				
Prelim	\$ 600.00	\$ 900.00				
Final	\$ 700.00	\$ 1,100.00				
Rezone	\$ 300.00 + \$180.00 Due (after approval)					

LAND USE APPLICATION

Project/Subdivision Name: _____

Approx. Location: _____

Parcel Number(s): _____ Total Acres: _____

Current Zone: _____ If Rezoning, to what zone: _____ Bordering Zones: _____

Surrounding Land Uses: _____

Number of Lots: _____ # of Lots Per Acre: _____ PUD: Yes No

Developer/Agent/Applicant

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Developer's Engineer

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

State License # _____

Property Owner, if not Developer

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Surveyor, if not Engineer

Name: _____

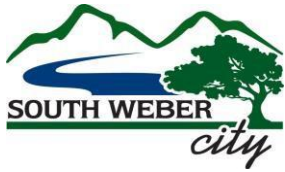
Company: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____



APPLICATION PROCESS: (If applicable) Please submit all requested items and answer all questions as completely as possible, omissions may delay processing. If there are any questions, contact the City Office at (801) 479-3177.

☐

Application

☐

Site plan, if applicable

☐

Copy of the recorded plat showing subject property (clearly marked) and all properties within 300 feet (front, back and sides). This information is available at the Davis County Recorder's Office.

☐

One set of labels with names and mailing addresses of all property owners within 300 feet of the outer boundary of subject property. Including "Or current resident" is recommended. Names are available at Davis County Assessor's Office. Allow 2 days for processing. The Assessor can also provide the labels for an additional fee.

☐

A list of the above names and addresses.

ZONE CHANGE APPLICATION (If applicable)

Approx. Location: _____

Parcel Number(s): _____ Total Acres: _____

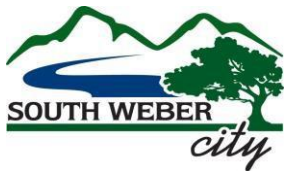
Request: _____ Acres changed from _____ Zone to _____ Zone
_____ Acres changed from _____ Zone to _____ Zone

Legal Description: (attach if too large) _____

Proposed Use: _____

How does this use support the City's General Plan? _____

Public Notice Authorization: I do hereby give permission to South Weber City to place a public notice sign on the property contained herein for the purpose of citizen notification of this proposed change in zoning.



APPLICATION PROCESS: (If applicable) Please submit all requested items and answer all questions as completely as possible, omissions may delay processing. If there are any questions, contact the City Office at (801) 479-3177.

- ☐ Application
- ☐ Site plan, if applicable
- ☐ Copy of the recorded plat showing subject property (clearly marked) and all properties within 300 feet (front, back and sides). This information is available at the Davis County Recorder's Office.
- ☐ One set of labels with names and mailing addresses of all property owners within 300 feet of the outer boundary of subject property. Including "Or current resident" is recommended. Names are available at Davis County Assessor's Office. Allow 2 days for processing. The Assessor can also provide the labels for an additional fee.
- ☐ A list of the above names and addresses.

Conditional Use Application

CU_____

Property Owner: _____ Phone: _____

Full Mailing Address: _____

Property Address: _____ Email: _____

Proposed Use: _____ Parcel Number(s): _____

Total Acres: _____ Current Zone: _____ If Rezoning, to what zone: _____

Bordering Zones: _____ Surrounding Land Uses: _____

Business Name (if applicable): _____

Anticipated # of Employees: _____ Anticipated # of Customers (Daily): _____

Available Parking Spaces: _____ Hours of Operation _____

Residential Units (if applicable): _____ # of Dogs (Kennels Only): _____

Hours of Operation: _____

Public Notice Authorization: I do hereby give permission to South Weber City to place a public notice sign on the property contained herein for the purpose of citizen notification of this proposed Conditional use Permit..

Development Signs:

Please note that a building permit is required for all temporary subdivision signs. Signs cannot obstruct clear and free vision and must comply with all City Codes. Failure to comply will result in sign removal.
Public Notice Authorization: I do hereby give permission to South Weber City to place a public notice sign on the property contained herein for the purpose of citizen notification of this proposed development.

Applicant Certification

I/We swear the statements and answers contained herein, in the attached plans, and other exhibits, thoroughly, to the best of my/our ability, present the argument in behalf of the application requested herewith, and that the statements and information above referred to are in all respects true and correct to the best of my/our knowledge and belief. I also certify that I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me with respect to this application and to appear on my/our behalf before any city commission, board or council considering this application. Should any of the information or representations submitted be incorrect or untrue, I understand that The City of South Weber may rescind any approval or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the South Weber City Land Development Code (SWMC 11) and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. Additionally, I agree to pay all fees associated with this project, as set by the current adopted Consolidated Fee Schedule as well as **any fees associated with any City Consultant (i.e. engineer, attorney)**. The applicant shall also be responsible for all collection fees incurred including a collection fee of up to 40% (pursuant to the provisions of the Utah Code Ann. §12-1-11). I also agree to allow the Staff, Planning Commission, or City Council or appointed agent(s) of the City to enter the subject property to make any necessary inspections thereof.

Applicant's Signature: _____ Date: _____

State of Utah, County of Davis

Subscribed and sworn to before me on this _____ day of _____, 202____

By _____

Notary _____



Seal

Property Owner's Signature: _____ Date: _____

State of Utah, County of Davis

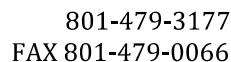
Subscribed and sworn to before me on this _____ day of _____, 202____

By _____

Notary _____



Seal



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SUBDIVISION POST-APPROVAL GUIDE

1. CITY COUNCIL APPROVAL BY RESOLUTION

- a. The City Recorder will provide Developer with a copy of the Resolution documenting the City Council's approval of the subdivision final plat with any conditions set by the Council.
- b. The Developer and Engineer must ensure the conditions and improvement plans reflected on the Resolution are met.

2. ESCROW AMOUNT

- a. Developer's Engineer will forward an estimated cost of improvements to the City Engineer for review.
- b. The Engineers will coordinate to finalize a cost estimate acceptable and approved by the City Engineer.
- c. Once the required escrow amount is determined, the City Engineer will provide the Developer and City with the escrow cost summary. Any questions regarding the amount should be directed to the Developer's Engineer or the City Engineer.
- d. Developer is required to pay for all street lights and street seal coat as required by the City Standards. City Engineer will notify Developer and City of cost which shall be paid to the City.

3. AGREEMENTS

- a. Developer will be required to submit two agreements which are available on the city website www.southwebercity.com
 - *Land Use Agreement* is a standard agreement in which the Developer agrees to complete the Subdivision as presented and approved. The agreement must contain the Developer's name(s), subdivision name and number of lots, and reference to the amount of funds that have been approved as escrow.
 - The *Escrow Subdivision and Fee Agreement* is a contract between the Developer, the City and the financial institution to secure the escrow amount as approved by the City. This agreement specifies that the City shall have exclusive control over release of the security proceeds and they may be released only upon written approval by the City. Once this agreement is signed and the financial institution ensuring the escrow has been secured, it must be submitted to the City who will obtain the necessary City signatures.
- b. Both agreements must be signed and submitted to the City. The *Land Use Agreement* is recorded at the Davis County Recorder's office along with the Plat.
- c. Please note this agreement is considered a protected document in that it will contain an escrow account number. The City Recorder will ensure this information is protected.

4. PLAT PREPARATION AND SIGNATURE

- a. The Developer's Engineer must submit electronically (both DWG and PDF formats) the final plat, improvement plans and construction drawings to the City Engineer for final review before printing on the recordable Mylar.
- b. Once the City Engineer approves plat, the Developer's Engineer will prepare, sign and put his/her seal on the plat Mylar in accordance with the provisions of

the subdivision approval and the standards as set by the Davis County Recorder's office.

- c. The current property owner(s) signature(s) must be secured and notarized under the Owner's Dedication section of the Mylar. The City's offers free Notary service or notarization may be obtained elsewhere.
- d. If the plat includes signature blocks for any utility service providers, the Developer must obtain those signatures before submitting the Mylar to the City.
- e. The City will not accept the Mylar until both the *Land Use Agreement* and *Escrow Agreement* are submitted.
- f. Once the City receives the Mylar, the City staff will ensure all City representatives' signatures are secured in a timely manner. **The Mylar must stay in City possession once it has been submitted.**

5. RECORDING OF THE PLAT

- a. The City will not instigate recordation unless all professional fees incurred to that date have been paid by the Developer.
- b. Once all signatures are secured on the Mylar, the City Recorder will take the plat Mylar and Land Use Agreement to the Davis County Recorder for recordation.
- c. At times there are issues or inaccuracies surrounding the plat that the Developer or Engineer did not discover or address upon research of the property and preparation of the plat. In such a case, the Davis County Recorder will notify the City and the Developer that the plat cannot be recorded until such issues are addressed. It is the responsibility of the Developer's Engineer to address and correct any issues that are preventing successful recordation of the plat.
- d. The cost of recording is the responsibility of the Developer. The Davis County Recorder will calculate the recording fee. The City will pay the fees and invoice the Developer for reimbursement. The fees will include the cost of one certified copy of the final plat to be provided to the Developer and an electronic version of the recorded plat for the city records.
- e. The Davis County Recorder will notify the City and the Developer when the plat has been recorded, along with the new tax ID number.

6. IMPROVEMENTS

- a. Developer's Engineer shall submit one stamped and signed PDF set to the City Engineer.
- b. Prior to construction, the Developer and Construction Contractor **must** hold a preconstruction conference with the City Engineer and City staff to review construction requirements.
- c. Improvements must be completed within two (2) years from the date of the resolution approving the subdivision.
- d. Developer will notify City when power is installed for street lights. The City will notify the Power Company who will handle installation. Costs will be paid from funds collected and set aside for that purpose (see 2d).

7. INSPECTIONS / ESCROW RELEASE

- a. Upon completion of improvements, the Developer's Contractor will contact the City Engineer to request inspection(s).
- b. The City Engineer will inspect improvements and provide the City with an escrow summary and total of escrow funds approved for release.
- c. The City will submit authorization of release of funds to financial institution.

- d. **NOTE:** Developer is responsible for reimbursement to the City for professional fees incurred for all inspections, GPS surveying and mapping.

8. CONDITIONAL ACCEPTANCE

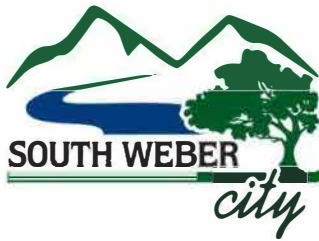
- a. After all the required improvements are completed, the Developer must submit a request in writing to the City Engineer that the subdivision be "conditionally accepted".
- b. The City Engineer's office will perform a conditional acceptance inspection and either make recommendation to grant conditional acceptance or provide the Developer/Contractor with a "punch list" of items that must be repaired or completed before conditional acceptance can be approved.
- c. Upon the City Engineer and staff's recommendation, the City Manager will approve conditional acceptance.
- d. Upon conditional acceptance, any remaining escrow funds except for the 10% guarantee will be released.
- e. The City will not approve conditional acceptance unless all professional fees incurred to that date have been paid by the Developer, including GPS surveying and mapping.
- f. Conditional acceptance sets the beginning of the one-year guarantee period.
- g. The Developer agrees to make all repairs and maintain the improvements in good working condition during the guarantee period without cost to the City.

9. FINAL ACCEPTANCE

- a. After the one-year guarantee period has expired, the Developer must submit a request in writing to the City Engineer that the subdivision receive "final acceptance" by the City Council.
- b. The City Engineer's office will inspect the improvements and certify that they have been properly installed and they meet adopted City Standards. The Engineer will either make recommendation to grant final acceptance or provide the Developer/contractor with a "punch list" of items that must be repaired or completed before final acceptance can be approved.
- c. The City will not approve final acceptance unless all professional fees incurred to that date have been paid by the Developer.
- d. Upon the City Engineer and staff's recommendation, the City Council will consider final acceptance by resolution.
- e. Upon final acceptance, the 10% guarantee and any other remaining escrow funds will be released.
- f. Upon final acceptance by the City Council, the City will assume full responsibility for ownership and maintenance of improvements.

Land Use Agreement Instructions:

- 1.** Fill in all blanks and sign before a notary.
- 2.** Name of development must match **exactly** the name on the plat
- 3.** Legal description must be included as Exhibit A and marked clearly as
Exhibit A
- 4.** Agreement will be recorded with Davis County and remain property of
South Weber City. An additional copy may be provided if the developer
would like an original.



1600 E. South Weber Drive
South Weber, UT 84405

www.southwebercity.com

801-479-3177
FAX 801-479-0066

LAND USE AGREEMENT (rev. 3/2018)

THIS AGREEMENT for the development of land (hereinafter referred to as "Agreement") is made and entered into this ____ day of _____, 20____, between SOUTH WEBER CITY, a municipal corporation of the State of Utah, hereinafter referred to as "City", and (developer) _____ of (city) _____, County of _____, 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) _____

Legal Description attached as Exhibit A

; 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 \$ _____, 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 _____ day of _____, 20 ____.

Developer:

Developer's Printed Business Name

Developer Signature and Title

In the State of Utah, County of _____, on the _____ day of _____,

20____, _____ personally appeared before me, and affixed

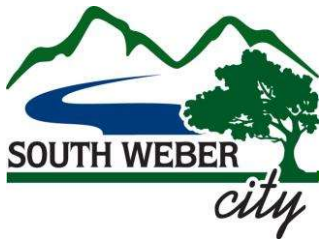
his/her signature hereto.

Notary Public

SOUTH WEBER CITY:

City Manager, David Larson

ATTEST: City Recorder, Lisa Smith



1600 E. South Weber Drive

801-479-3177

South Weber, UT 84405

www.southwebercity.com

FAX 801-479-0066

ESCROW SUBDIVISION AND FEE AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, _____, between (Developer Name) _____ of (Developer Address) _____, hereinafter referred to as "Developer"; South Weber City, a municipal corporation and political subdivision of the State of Utah, located in Davis County, hereinafter referred to as "City"; and (Financial Institution) _____ of _____, (Financial Institution's Complete Address) hereinafter referred to as "Escrow".

The above named parties agree as follows:

1. Developer's Purpose for Escrow Agreement. Developer is desirous of developing and recording a proposed subdivision of land in South Weber, Davis County, Utah said subdivision to be known as (must match plat exactly) _____, at approximately (address) _____, in South Weber City, Davis County, Utah, pursuant to City ordinances and agreements.

2. Requirements of City/Incorporation of Final Plans: The City will not accept said subdivision unless adequate provisions are made for the guaranteed construction and installation of the off-site improvements in said subdivision. Said improvements are to be installed in accordance with the specifications of the City Engineer and South Weber City ordinances as described and set forth in the "Land Development Agreement,". Final subdivision plans and all accompanying data required by South Weber City Code, Title 11, which is used to compute the cost of the improvements by the City Engineer, are hereby incorporated.

3. Guarantee of Improvements: The improvements shall be completed to the satisfaction of the City Engineer and according to adopted City standards. To guarantee satisfactory installation and construction of the subdivision improvements within the time set forth in Section 5 below, the Developer has deposited with the Escrow on account an amount equal to the total of the cost of the improvements as determined by South Weber City.

4. Amount of Escrowed Funds: The escrow amount shall be equal to 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. The escrow amount shall be for the use of the City in the event the developer fails or refuses to install, complete,

construct, repair or replace any required improvement according to City standards, ordinances and Developer Agreement. The decision of the City as to whether an improvement must be installed, constructed, completed, or replaced is final. Should Developer fail to perform its obligations 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, the administration fee (.5% (.005) of the total escrow), and court costs and attorney fees.

5. Time Period for Completion: Improvements shall be completed within a period of time not to exceed two (2) years from the date this Escrow Agreement is executed. Upon the independent and separate approval of the City Council pursuant to all applicable laws and ordinances, the time period may be extended an additional two (2) years, or alternate time period as determined by the City, from the expiration date of the original security.

6. Escrow Funds. Developer hereby assigns and sets over to the City all of its right, title and interest in and to the principal of that certain escrow account with Escrow entitled "Trust Account of _____", in the amount of \$_____, (including the 10% guarantee set out in Section 9 below) which has been deposited with Escrow prior to this Agreement being signed by Escrow: Account No. _____. The City therefore has first priority to these funds for the purposes stated herein.

7. Additional Funds Required: If an additional amount is required to adequately fund the required security, as determined by the City Engineer and acceptable by the City, the Developer shall, upon written request from the City, increase the escrow amount to fully fund the security within thirty (30) days of the date of the City's request. Failure to comply within thirty (30) days will result in the developer being responsible for paying all City costs, attorney fees and court cost associated with obtaining the additional amount.

8. Release of Funds: The City shall have exclusive control over release of the security proceeds and they may be released only upon written approval by the City. The escrow amount may be reduced upon request of the Developer as the improvements are installed and inspected and accepted by the City. The amount of the reduction shall be determined by the City Engineer. Such requests may be made only once every thirty (30) days and no reductions through escrow release shall be authorized until such time as the City Engineer has inspected the improvements and found them to be in compliance with adopted City standards, ordinances and applicable agreements. All escrow releases shall be made only upon the written authorization of the City Engineer. It is agreed that the City shall inspect said improvements before granting initial acceptance. Developer shall be responsible to pay professional fees incurred for inspections. No funds will be released until after the plat of the subdivision has been recorded with the Davis County Recorder's Office. The City shall notify Escrow's agent in writing as to the installation of the improvement and the amount to be released.

Escrow is entitled to release funds from this account only after receiving written notification of approval from the City. If the improvements have not been installed, for whatever reason, to the satisfaction of the City Engineer, City Standards, specifications, agreements and applicable ordinances, and the Developer's time period for doing the work has expired or the repair work of any improvement was an emergency

nature, then upon receipt of written notice from the City, Escrow shall pay over to the City the amount estimated by City to satisfactorily complete or perform the work, plus 10%.

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 a period of one (1) year from the time the subdivision is conditionally accepted 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. Final acceptance is determined by the City Council through resolution.

If the City determines that the improvements have not met an acceptable level of service, the Developer shall be responsible to make repair or replacement, as designated by the City. It is agreed that if the developer should fail to make repair or replacement satisfactory to the City, the City shall apply the said 10% toward repair or replacement of such improvements in accordance with City standards. It is agreed that should the sum so retained be insufficient to pay the cost of such repairs or replacements, the Developer will pay the difference on demand. The City shall not issue any building permits until the improvements needing repair or replacement are completed and again accepted.

10. Final Acceptance: To receive "Final Acceptance" after the one-year Guarantee Period has expired, Developer must request in writing that the subdivision receive "Final Acceptance" by the City Council. The City Engineer shall inspect the improvements and certify that they have been properly installed and they meet adopted City standards, and shall make recommendation for final acceptance to the City Council. Upon final acceptance by the City Council via resolution, the City will assume full responsibility for ownership and maintenance of improvements. The 10% guarantee (or balance remaining in escrow) shall be returned to Developer upon Final Acceptance.

11. Reimbursement for Administration Costs: Upon receipt of the security proceeds, after the expiration of the time period, the costs of completion shall include reimbursement to the City Engineer and all other City departments for the costs of administration of the completion of the improvements.

12. Improvements: In the event that the City makes emergency repairs to any of the required improvements during the one-year guarantee period, it shall have the right to notify Escrow of the costs of those emergency repairs and Escrow shall pay those costs out of the escrow account. Escrow shall then notify Developer of the amount of the payment made and Developer shall deposit the funds necessary to replenish the escrow account.

13. Liability Release: The Developer agrees to indemnify, defend and hold the City harmless from any and all liability, claims, demands, damages, judgments, fees, and fines which may arise from or are related to the improvements which are installed until such time as the City Council has approved final acceptance of the subdivision, as well as any action or inaction of the Developer associated in any way with the Subdivision.

14. Street Lighting and Chip Seal Fee: A subdivision improvements fee for street lighting and chip seal pavement surface treatment shall be charged to the developer prior to the authorization of this agreement and are independent of escrow funds and guarantee. The subdivision improvements fee for street lighting and chip Seal pavement surface treatment shall be charged to the developer in the amount(s) equal to the

City Engineer's approved estimated cost. Developer has paid the sum of \$ _____ in accordance with the terms of this agreement. The City therefore is the holder of these funds and shall expend them for the purposes stated herein upon Final Acceptance of the subdivision.

15. **Administration Fee:** An administration fee of .5% (.005) of the total escrow will be charged to the developer for expenses related to record keeping and processing.

16. **Recording:** This Agreement does not supersede, but implements the Land Development Agreement with the City, which shall be recorded with the subdivision plat with the Davis County Recorder's office, and the South Weber City subdivision ordinances and all other ordinances and regulations applicable to the subdivision of land and construction of homes or other units thereon, and Developer agrees to comply in all respects with the provisions of said agreement and said ordinances. No provisions of this Agreement shall limit the City in its right or remedies under the said Land Development Agreement with the City or said subdivision ordinance or other applicable building ordinances or regulations.

17. **Miscellaneous:** This Agreement does not supersede, but only supplements, the Land Development Agreement. All applicable ordinances, regulations, laws applicable to the Subdivision of land and the construction of homes or other structures shall control, and Developer hereby agrees to comply in all respects with the same. No provision of this Agreement shall limit the City in its right or remedies under the Land Development Agreement or any applicable law or equitable remedy.

WHEREUPON, the parties hereto have signed the day and year first written above;

FINANCIAL INSTITUTION:

Name of Financial Institution _____

Financial Institution's Complete Address _____

Print Escrow's Authorized Agent _____ Title _____

Telephone _____ Fax _____

Email Address _____

Signature of Authorized Agent of Financial Institution

ACKNOWLEDGMENT OF FINANCIAL INSTITUTION:

On the _____ day of _____, _____, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of _____, Escrow named in the foregoing Escrow Agreement, and the Escrow Agreement was signed in behalf of said corporation by his/her signature and said _____ executed the same, and acknowledges that there is a deposit at _____ funds in the amount of \$ _____ pursuant to the terms of this Escrow Agreement.

Notary Public Residing at: _____ My
Commission Expires: _____

DEVELOPER:

Print Developer's Official Name _____ Title _____

Telephone _____ Fax _____

Email Address _____

By: _____ Signature of Authorized Agent of Developer

ACKNOWLEDGMENT OF DEVELOPER IF AN INDIVIDUAL, ASSOCIATION OR PARTNERSHIP:

State of Utah: County of _____

On the _____ day of _____, _____, personally appeared before me

_____, the signer(s) of the above instrument, who duly acknowledged to me that he executed the same on behalf of himself as an individual, or an association or partnership. If for an association or partnership, _____ acknowledges himself/herself to be legally authorized to act on behalf of said association or partnership by executing the foregoing Escrow Agreement in his/her capacity as an associate or partner.

Commission Expires: _____

Notary Public Residing at: _____ My

ACKNOWLEDGMENT OF DEVELOPER IF CORPORATION

On the _____ day of _____, _____, personally appeared before me

_____, who being by me duly sworn, did say that he/she is the _____ of _____, that the Escrow Agreement was signed in behalf of said corporation by his/her signature and said _____ acknowledged to me that said corporation executed the same.

Commission Expires: _____

Notary Public Residing at: _____ My

SOUTH WEBER CITY:

By City Manager: _____

ATTEST: -City Seal- City Recorder: _____