

Resolution No. 20-1 06-03- _____, 2020

**RESOLUTION OF RICH COUNTY ACCEPTING
DEVELOPMENT AGREEMENT WITH DAVNEB, LLC
FOR EDEN RANCH SUBDIVISION PHASE II**

WHEREAS, the Davneb, LLC (“Developer”) is seeking to develop property in Rich County and is seeking approval of a subdivision plat for Eden Ranch Subdivision Phase II; and

WHEREAS, the Rich County Development Code requires either actual completion of the required improvements or for the developer to file one of the following: (1) a cash bond, (2) a security bond, or (3) an “escrow agreement acceptable to the Board of County Commissioners to assure actual satisfactory contraction of such improvements within a period of two (2) years from the date of final plat approval;” and

WHEREAS, the Rich County Development Code requires the developer to construct a second access to Cisco Road in connection with Phase 2; and

WHEREAS, the Rich County Development Code requires the developer to make provision for Eden Ranch Road to reach the undeveloped property to the north (parcel no. 41-32-000-0008) where it is determined to be desirable; and

WHEREAS, the County determines that it is in the County’s interest to require provision for Eden Ranch Road to reach the northern parcels, if needed in the future; and

WHEREAS, the Developer has provided proof of escrow sufficient to guarantee satisfactory completion of the required improvements; and

WHEREAS, the members of the Board of Commissioners have determined that the terms of the development agreement and escrow are satisfactory; and

WHEREAS, the developer will provide in the development agreement the unit cost of construction from the developer’s construction cost estimate used to establish bonding levels;

BE IT RESOLVED, the Rich County Board of Commissioners hereby accepts the development agreement and authorizes the Chairman to sign on behalf of the County.

This resolution shall be effective on the date it is adopted.

APPROVED and signed this 3rd day of June, 2020.

BOARD OF RICH COUNTY COMMISSIONERS



William Cox, Chairman

ATTEST:



Rich County Clerk

Commissioner Bill Cox voted yes.

Commissioner Norman Weston voted yes.

Commissioner Simeon Weston voted yes.



Development Agreement

THIS AGREEMENT is made this 3rd day of June, 2020 by and between Rich County, State of Utah ("**Rich County**") with offices at 20 South Main Street, Randolph, Utah 84064, and Davneb, LLC 4106 Cumberland Road, Holladay, Utah 84124 (the "**Developer**").

WHEREAS, the Developer is the owner of certain property situated in Rich County, State of Utah, more particularly described in **Exhibit A** hereto and known as Eden Ranch Subdivision Phase 2 ("Eden Ranch 2"). This Development Agreement, together with its Exhibits, which include the plat and site improvement and engineering plans for Eden Ranch on file in the office of the Rich County Engineer (the "Eden Ranch plat"), and the Proof of Escrow Funds set forth and attached as **Exhibit B**, form the Development Plan for Eden Ranch 2, all of which are hereby incorporated by reference herein;

WHEREAS, said Development Plan indicates improvements to be made in access, streets, water and 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 Development Plan and as provided by Rich County Ordinances; and,

WHEREAS, In the interest of the public welfare, the far north end of Eden Ranch Road may be used for access by vehicles, if such access is deemed necessary, to the possible future single-family dwelling residential development of the property north of and contiguous to the Eden Ranch subdivision; and,

WHEREAS, in accordance with said regulations of Rich County, the Developer is required to furnish security to guarantee the completion of required improvements.

Therefore, to receive approval from Rich County for said Development Plan, site improvements and plat, and to allow Developer to commence on the Project, the Developer does hereby unconditionally promise and agree with Rich County as follows:

1. That after approval of the Development Plan, the Developer will construct all improvements as delineated in the Development Plan, all in accordance with the site and engineering specifications therein. All improvements, streets and utilities shown will be completed within two (2) years of final plat approval as required by Rich County Ordinance.

2. In accordance with Rich County Ordinance, the Developer will provide proof of escrow funds to assure actual satisfactory construction of such improvements within two (2) years from the date of final plat approval. The amount of the guarantee

performance shall be 110 percent of the Engineer of Record's estimate of the cost of the required improvements, which amount has been deposited in an escrow account with Title One, Inc., a Registered Escrow Agent in Cottonwood Heights, Utah.

3. Developer will request release of funds from the Registered Escrow Agent to make progress payments for construction costs as such costs become due. Escrow funds may only be released with the prior written approval of the independent contract Project Engineer identified in the Escrow Agreement as Lance Anderson, Cache Landmark Engineering, 95 Golf Road, Suite 101, Logan, Utah 84321. The closing of the escrow established thereby will only occur once final inspection, approval and acceptance has been made and issued by the Rich County Engineer. A copy of the Proof of Escrow Funds is attached as **Exhibit B** and made a part of this Development Agreement thereby.

4. At Note No. 8 and elsewhere on the Eden Ranch 2 plat, Developer identifies a possible future access easement for vehicles to Parcel Number 42-32-000-0008 ("Parcel") from Cisco Road along the north end of Eden Ranch Road that may be required by Rich County to approve future development of the Parcel. The Parcel is contiguous to the north boundary of the Eden Ranch subdivision. In the event that the Parcel is developed in the future and access to the north end of Eden Ranch Road is required by Rich County for vehicle access as part of a such development approval, Rich County shall require the Parcel developer to pay to Davneb, LLC, or its assignee, one half of the cost incurred by Developer to build the portion of Eden Ranch Road necessary for access from the Parcel to Cisco Road. For purposes of this provision, that portion of Eden Ranch Road is referred to as the "north access road." In addition, the Parcel developer shall be required to reimburse Eden Ranch Homeowners Association one half of the expense to repair, maintain and replace the north access road incurred thereafter, the necessity, timing and cost of which to be determined by Eden Ranch Homeowners Association in its sole discretion. The Parcel developer shall be required to pay all the expense of connecting the new road coming from the Parcel with the north access road. And, the Parcel developer shall be required to obtain an easement from Eden Ranch Homeowners Association for use of the north access road for vehicle access consistent with these terms and requirements. The Eden Ranch Homeowners Association will be obligated to provide such easement only if the Parcel is developed as a single-family dwelling residential subdivision. Rich County will make all these requirements conditions precedent to any approval of the future development of the Parcel.

5. The cost of constructing the northern spur of Eden Ranch Road for purposes of paragraph 4 is to be determined using the unit cost of construction from the developer's construction cost estimate used to establish bonding levels in connection with Phase 2. See Exhibit C. This amount is \$199,501.30, for which a future developer seeking to share access would be required to reimburse half. The amount to be reimbursed shall

not include any additional amounts or any consideration for inflation or increased future costs of construction.

(signature page to follow)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

RICH COUNTY

By: William E Cox

Name & Title: William E Cox CHAIR

DEVELOPER: Davneb, LLC

By: Lance Anderson For and behalf
of SID WINTERS

Name & Title: LANCE ANDERSON, ENGINEER

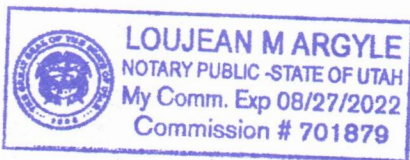
State of Utah)

County of Rich)

§

On this 3rd day of June, 2020, personally appeared before me William E Cox, and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is(are) subscribed to this instrument, and acknowledged that he(she/they) executed the same.

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Loujean M Argyle
Notary Public

8/27/22
My Commission Expires

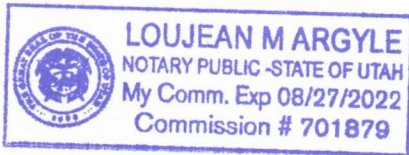
LOUJEAN M ARGYLE
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 02/23/2022
Commission # 701878



State of Utah)
County of Rich) §

On this 3rd day of June, 2020, personally appeared before me Lance Anderson, and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is(are) subscribed to this instrument, and acknowledged that he(she/they) executed the same.

S
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Loujean M Argyle
Notary Public
8/27/22
My Commission Expires

LOUEAN M ARGYLE
NOTARY PUBLIC - STATE OF ILLINOIS
My Comm. Exp 08/11/2023
Commission # 201873



Exhibit A

Exhibit B

EXHIBIT B:
PROOF OF ESCROW FUNDS

TITLE ONE

May 15, 2020

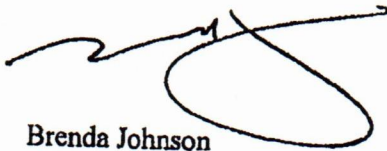
Regarding: Davneb, LLC
Eden Ranch

To Whom It May Concern:

Title One currently is holding \$937,902.11 in escrow for Davneb, LLC.

Please let me know if there is any way in which I may be of further assistance.

Sincerely,



Brenda Johnson
Escrow Officer

Exhibit C

PROJECT NAME: Exhibit C
 PREPARED BY: Cache Landmark Engineering
 SUBJECT: Engineer's Estimate

PREPARED FOR: Sid Winters
 DATE: 3-Jun-20
 PROJECT NUMBER: 14012WIN

Earthwork/Roadway					
ITEM NUMBER	CONTRACT DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	ESTIMATED PRICE
1	Clear & Grub (2")	SF	29,753	\$ 0.10	\$ 2,975.30
2	Strip & Stockpile Topsoil (8" Topsoil)	CY	19,836	\$ 2.50	\$ 49,590.00
3	12" Granular Borrow	CY	627	\$ 21.50	\$ 13,480.50
4	4" Road Base	CY	209	\$ 23.00	\$ 4,807.00
5	Import Backfill for Road	CY	4,646	\$ 21.50	\$ 99,889.00
6	Roadway Excavation	CY	5	\$ 2.50	\$ 12.50
7	3" Asphalt	SF	16,910	\$ 1.70	\$ 28,747.00
Total Earthwork					\$ 199,501.30

Project Sub-total	\$ 199,501.30
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