

SOUTH WEBER CITY PLANNING COMMISSION AGENDA

PUBLIC NOTICE is hereby given that the **Planning Commission of SOUTH WEBER CITY**, Utah, will meet in a **REGULAR** public meeting on **Thursday, June 14, 2018** at the **South Weber City Council Chambers, 1600 East South Weber Drive**, commencing at **6:30 p.m.**

A WORK MEETING WILL BE HELD PRIOR TO THE REGULAR PLANNING COMMISSION MEETING AT 6:00 P.M. TO DISCUSS AGENDA ITEMS, CORRESPONDENCE, AND/OR FUTURE AGENDA ITEMS

THE AGENDA FOR THE REGULAR MEETING IS AS FOLLOWS*

1. Welcome
2. Pledge of Allegiance—Commissioner Grubb
3. Approval of Consent Agenda
 - a. Minutes May 10, 2018
4. **Action on Conditional Use CU18-03:** Application for Home Grown Preschool at 2252 E 7875 S by applicant Merrilee Gorringer.
5. **Public Hearing and Action on Final Subdivision:** Application for Ford 1 Lot located at approx. 400 E 6650 S (Parcels 13-023-0199/0200) of approx. 1.6 acres by applicant Mike Ford.
6. **Public Hearing and Action on Preliminary Subdivision:** Application for Cook property at approx. 725 E 6640 S (62 lots), (Parcels 13-275-0005/0006), on approx. 2.65 acres by applicant Bruce Nilson.
7. **Public Hearing on Revised Preliminary Plat and Action on Final Subdivision, phase 3:** Application for revision of preliminary plat for Hidden Valley Meadows and final approval for phase 3 (6 lots), (Parcels 136-023-0118/0183) on approx. 3.03 acres by applicant Bruce Nilson.
8. **Public Hearing on Amending Code Ordinance:** 11.04.130 Fencing
9. **Public Hearing on Amending Zoning Codes removing Buffer Yards:** Changes will affect Sections 10.5.C.11, 10.5G.12, 10.5I.6, 10.5L.6, 10.5M.6, 10.5N.12, 10.5O.6, 10.5P.10, 10.07.050, 10.15.050 and 10.15.070.
10. **Public Hearing and Action on Rezone RZ18-04:** Application for property located at approx. 850 E South Weber Drive (Parcel 13-020-0040) of approx. 13.48 acres from Agriculture (A) to Residential Low Density (R-L) by applicant MS Financial LLC.
11. **Report by Barry Burton** regarding city locations with both Arterial and Collector Roads
12. Public Comments – Please keep public comments to 3 minutes or less per person
13. Planning Commissioner Comments (Grubb, Walton, Pitts, Johnson)
14. Adjourn

THE UNDERSIGNED DEPUTY RECORDER FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED, EMAILED OR POSTED TO THOSE LISTED ON THE AGENDA ALONG WITH THE FOLLOWING:

City Office Building

www.southwebercity.com

Family Activity Center

DATE: May 24, 2018



LISA SMITH, PLANNING COORDINATOR

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, INDIVIDUALS NEEDING SPECIAL ACCOMMODATIONS DURING THIS MEETING SHOULD NOTIFY LISA SMITH, 1600 EAST SOUTH WEBER DRIVE, SOUTH WEBER, UTAH 84405 (801-479-3177) AT LEAST TWO DAYS PRIOR TO THE MEETING.

*

Agenda are flexible and may be moved in order or sequence to meet the needs of the Commission.

SOUTH WEBER CITY PLANNING COMMISSION MEETING WORK MEETING

DATE OF MEETING: 10 May 2018

TIME COMMENCED: 6:00 p.m.

PRESENT: COMMISSIONERS:

**Tim Grubb
Debi Pitts
Rob Osborne
Wes Johnson
Taylor Walton**

CITY ENGINEER:

Brandon Jones

CITY PLANNER:

Barry Burton

PLANNING COORDINATOR:

Lisa Smith

Transcriber: Minutes transcribed by Michelle Clark

ATTENDEES: Blair Halverson

Approval of Consent Agenda—Commissioner Pitts

- **Minutes April 12, 2018**

Action on Conditional Use Permit: Impound yard at approx. 2225 E 7400 S (Parcel 13-009-0022) approx. 1.04 acres by applicant Dale Winterton: Commissioner Osborne reported that Mayor Sjoblom and Barry Burton met with Dale Winterton and he has agreed to complete all the previous items discussed. Barry said the issue with water runoff from Parsons gravel pit has been fixed. Barry discussed this conditional use permit for commercial storage or repairing automobiles, and stated Mr. Winterton will not be repairing vehicles. Discussion took place regarding the total number of vehicles at this site. It was stated the length of time the vehicles stay at this site needs to be determined. A fire hydrant wasn't needed.

Ratification of Conditional Use Permit 16-05: Clarification of previously approved conditional use for Elite Training at 128 E South Weber Drive by applicant Kelly Parke:

Brandon stated the ratification includes reaffirmed conditions. He said the City Attorney has reviewed and approved it. He said from now on with conditional use permits, the city staff will put together a document that lists items approved and conditions.

Public Hearing and Action on Rezone: Application for property located at approx. 7513 S 1900 E (Parcels 13-291-0001), approx. 0.74 acres, be rezoned from Agricultural Zone (A) to Residential Moderate Zone (R-M), by applicants Matt and Sarah McFarland: Lisa Smith said the McFarland's are withdrawing this rezone request.

Public Hearing and Action on Amending Zoning Ordinance: Recreational (Travel Trailer) Vehicle Park subsections 10.01.100 General Provisions, 10.7F.1 Conditions required and 10.7F.2 Lot, Area and Space Requirements: Barry Burton, City Planner, discussed the amendments to the city code which include the following summary:

1. Change definitions of Short Term Occupancy (10.01.100)
2. Add definition of an RV (10.01.100)
3. Change 10.7F.1 (delete “short term”, add “Recreational Vehicles” to definition)
4. Change density of RV Park Development (10.7.F2)
5. Give City Council and Planning Commission discretion to adjust setbacks (10.7F.2)

Barry then discussed the definition of recreational vehicle and the timeframe allowed for the occupants. He explained the amendments to the setbacks. He said this section allows the Planning Commission and City Council to decide the setbacks. Discussion took place regarding mobile tiny homes.

Discussion on Bastian property located at 7408 S 1900 E (Parcel 13-290-0001) in RM zone:
No discussion on this item

Discussion on Creation of HAFB Plumes Development Policy: **No discussion on this item**

ADJOURNED: 6:35 p.m.

APPROVED:

Chairperson: Rob Osborne Date

Transcriber: Michelle Clark

Attest: _____
Planning Coordinator: Lisa Smith

SOUTH WEBER CITY PLANNING COMMISSION MEETING

DATE OF MEETING: 10 May 2018

TIME COMMENCED: 6:35 p.m.

PRESENT: COMMISSIONERS:

Tim Grubb
Debi Pitts
Rob Osborne
Wes Johnson
Taylor Walton

CITY PLANNER:

Barry Burton

CITY ENGINEER:

Brandon Jones

PLANNING COORDINATOR:

Lisa Smith

Transcriber: Minutes transcribed by Michelle Clark

A PUBLIC WORK MEETING was held at 6:00 p.m. to REVIEW AGENDA ITEMS

PLEDGE OF ALLEGIANCE: Commissioner Pitts

ATTENDEES: Carl J. Leuschner, James Cook, Stanley Cook, McKay Winkel, Dale Winterton, Blair Halverson, Andrew Winterton, Justin Oram, and Mike Bastian.

APPROVAL OF CONSENT AGENDA: Commissioner Osborne

- Minutes of 12 April 2018

Commissioner Johnson moved to approve the consent agenda as written. Commissioner Pitts seconded the motion. Commissioners Grubb, Johnson, Osborne, Pitts, and Walton voted yes. The motion carried.

DECLARATION OF CONFLICT OF INTEREST: (None)

Action on Conditional Use Permit: Impound yard at approx. 2225 E 7400 S (Parcel 13-009-0022) approx. 1.04 acres by applicant Dale Winterton: Commissioner Osborne said he understands the items from the last meeting have been taken care of. Barry said the approval should include the applicant is responsible to maintain the low berm created at the driveway to the home to keep water from going down the driveway. Also, the applicants need to clean up the debris located on the roadway and Staker Parson's gravel pit. Commissioner Grubb said the city

will not be doing any snow removal on the dirt trail. Commissioner Pitts asked how many vehicles will be stored. Mr. Winterton said there may be as many as fifteen or sixteen. Andrew Winterton said an auction takes place every 30 to 60 days. He said there is no sales tax associated with the sale of the vehicles. Dale estimated a maximum of 20 vehicles will fit on the property. Commissioner Grubb wants to make sure this doesn't turn into a junk yard. Discussion took place regarding requiring this conditional use permit to be specifically for Winterton Automotive. Dale said there are three businesses at this site. It was stated the State controls the time limit for vehicles.

Barry Burton, City Planner's memo of 2 May 2018 is as follows:

GENERAL INFORMATION: This proposal was tabled at the April 12th meeting to allow the applicant and staff time to resolve a drainage issue and to review a landscape plan. There also was some question as to whether the proposed towed vehicle storage is a permitted use in the T-1 zone.

City staff members and Mayor Sjoblom met with Dale & Andrew Winterton and believe we have a reasonable solution to the storm drainage problem. There has been a low berm created at the driveway to the home that prevents drainage from running down the driveway. It will be the responsibility of the owner to maintain that berm. The plan for landscaping is to install lawn on that portion of the property designated as the yard for the house. This will satisfy the 15% landscaping requirement.

With regard to the issue of whether this is a permitted use; I believe that there are two specific listed permitted use categories that this could fit into. One is "commercial storage" which this certainly fits. They are planning on temporarily storing vehicles for commercial purposes. The other is "repair services". The ordinance doesn't specify repair of what, but I believe it would include the repair of vehicles. The Wintertons will not be repairing vehicles, but if they were, they certainly would have some temporary storage of the vehicles. I don't see how we can deny this use on the basis that it is not a permitted use.

Mark Larsen has indicated that he would like the Wintertons put on notice that the City does not maintain the road leading to the trailhead/fisherman's access and that they are in a location that might be adversely affected by blowing sand from the Staker-Parson's Pit.

STAFF RECOMMENDATION: I recommend approval of the Conditional Use Permit with the condition that the owners are responsible to maintain the drainage deflection berm such that no storm drainage from the roadway can enter the home/garage. Furthermore, the applicants shall clean up any debris they have deposited on the adjacent roadway of the Staker-Parsons property and install the required landscaping by September 30, 2018.

Brandon Jones, City Engineer's letter of 2 May 2018 is as follows:

DOCUMENTS RECEIVED / CONDITIONAL USE REQUEST:

1. As part of this application, we received the following documents/plans:
 - a. Site Plan; most recent revision date of 12/19/2017, and the Conditional Use Application.

2. It is our understanding that what is being requested is to use the parcel as a vehicle tow yard. The applicant, Mr. Winterton, has indicated that no wrecked vehicles would be stored at this location, only towed vehicles. The plans indicate installing enough grass around the existing home to meet the 15% landscape requirement. No street improvements are being proposed on 2225 East (the existing dirt road to the east of the parcel). New chain link fencing with barbed-wire strands is being proposed around the perimeter. Three (3) 20' gates are shown on the east property line accessing 2225 East. Also, the location of a potential future shop is shown.

FOLLOW UP:

At the last Planning Commission meeting on April 12, 2018, the Commission tabled this item with the charge for the City Staff and Wintertons to address and resolve the following two issues:

- a. Get a determination from the Fire Department on whether a fire hydrant would be required at the north end of the property in 2225 East.
- b. Provide a permanent solution for the drainage on 7400 South.

On April 30, 2018, the City Staff met with the Wintertons to resolve the issues, as requested by the Planning Commission. The Fire Department determined that a fire hydrant could NOT be required. For drainage, it was determined that the City is responsible for the drainage on 7400 South. Public Works has installed road base and graded it to drain away from the home. Wintertons agreed to maintain the road base in order to keep the storm water from draining into the driveway and garage.

RECOMMENDATIONS:

We would recommend that the following conditions be applied to this CUP.

3. All storm water is to be kept on site. If necessary, berms along the west and north perimeters may need to be installed.
4. The property north of this parcel is used for aquifer recharge. The City should have the right to inspect the yard area whenever necessary to ensure that the vehicles being stored are not leaking fluids or causing the potential for contamination of the groundwater. If concern about potential contamination is ever found, the applicant will need to propose and put in place means whereby the threat of contamination is eliminated (we would suggest 30 days to propose a solution and 30 days to get it in place).
5. The applicant is responsible to maintain (labor, equipment, materials, etc.) the graded berm along the driveway and garage in order to keep the storm water on 7400 South from going into the garage.
6. A tracking pad / stabilized entrance needs to be installed at each gate area being used in order to keep the tracking of mud outside the site to a minimum.

Commissioner Grubb moved to approve the Conditional Use Permit: Impound yard at approx. 2225 E 7400 S (Parcel 13-009-0022) approx. 1.04 acres by applicant Dale Winterton subject to the following: 1. Barry Burton, City Planner's memo 2 May 2018, 2. Brandon Jones, City Engineer's memo 2 May 2018. 3. This conditional use permit is for the ownership of the current applicant/property owner and will expire upon any change of that. 4. Snow removal will not be conducted on the angler access road next to this property. 5. Applicant will remove all junk next to the property. 6. Maximum of 25 vehicles on site. and 7. Approval based on conditional use for commercial storage. Commissioner Taylor

seconded the motion. Commissioners Grubb, Johnson, Osborne, Pitts, and Walton voted yes. The motion carried.

Ratification of Conditional Use Permit 16-05: Clarification of previously approved conditional use for Elite Training at 128 E South Weber Drive by applicant Kelly Parke:

Commissioner Osborne stated there was some clarification items that needed to be taken care of with the conditional use permit.

Commissioner Grubb moved to approve the ratification of Conditional Use Permit 16-05: Clarification of previously approved conditional use for Elite Training at 128 E South Weber Drive by applicant Kelly Parke. Commissioner Taylor seconded the motion. Commissioners Grubb, Johnson, Osborne, Pitts, and Walton voted yes. The motion carried.

Public Hearing and Action on Rezone: Application for property located at approx. 7513 S 1900 E (Parcels 13-291-0001), approx. 0.74 acres, be rezoned from Agricultural Zone (A) to Residential Moderate Zone (R-M), by applicants Matt and Sarah McFarland: This applicant withdrew the rezone application.

Commissioner Grubb moved to open the public hearing for Amending Zoning Ordinance: Recreational (Travel Trailer) Vehicle Park subsections 10.01.100 General Provisions, 10.7F.1 Conditions required and 10.7F.2 Lot, Area and Space Requirements. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, Osborne, Pitts, and Walton voted yes. The motion carried.

******* PUBLIC HEARING *******

Public Hearing and Action on Amending Zoning Ordinance: Recreational (Travel Trailer) Vehicle Park subsections 10.01.100 General Provisions, 10.7F.1 Conditions required and 10.7F.2 Lot, Area and Space Requirements.

McKay Winkel, of Riverside RV Resort, said he recently purchased the Frisbee property and wishes to establish an RV Park on the property. This is a 12-acre parcel adjacent to the river at the bend just before the bridge on Cottonwood Dr. He said the property lies in the flood plain. There is noise from I-84. He feels the property is in a beautiful setting with a pathway that they would like to connect to. He said the challenge with an RV Park is that it is very seasonal. He said seasonal can't survive winter with just overnight stays. He said they want to market park model cabins (RVs) as nightly hotels and extended stays. He said they have reached out to Hill Air Force Base and Snow Basin for their seasonal workers to stay here. He said RV Resorts provide a taxable use to cities.

Commissioner Osborne questioned the definition of a "light duty truck". He said the city is trying to avoid the mobile home. Barry suggested changing the language for a moving vehicle. He is also concerned if a flood occurs, those homes need to be movable. Brandon suggested defining "mobile homes" and then state they are not accepted.

Barry suggested amending 10.7.F.1 adding section H which will address mobile homes being prohibited. Commissioner Grubb suggested the patron staying no longer than 180 days. Barry suggested putting a limit on the number of permanent units. It was suggested allowing a maximum of 30% of the built density for patron owned permanent units.

Commissioner Grubb moved to close the public hearing. Commissioner Pitts seconded the motion. Commissioners Grubb, Johnson, Osborne, Pitts, and Walton voted yes. The motion carried.

******* PUBLIC HEARING CLOSED *******

Barry reviewed the amendments from tonight's meeting. Commissioner Osborne is concerned about the length of stay being 180 days and suggested 120 days. He then suggested changing from 30% of the built density for patron owned permanent units to 25%.

Commissioner Grubb moved to recommend to City Council the amendments to the Zoning Ordinance: Recreational (Travel Trailer) Vehicle Park subsections 10.01.100 General Provisions, 10.7F.1 Conditions required and 10.7F.2 Lot, Area and Space Requirements. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, Osborne, Pitts, and Walton voted yes. The motion carried.

Discussion on Bastian property located at 7408 S 1900 E (Parcel 13-290-0001) in RM zone:

Mike Bastian approached the Planning Commission. He stated he would like to put a duplex on this property, but the property is currently zoned RM. He said this is a main arterial street and other cities allow these types of units. Commissioner Osborne asked Mike why he wouldn't build a single-family home on this property. Mike said it wouldn't be cost effective for him. He said the R-H Zone requires a minimum of five acres. Commissioner Grubb discussed 1900 East being a major collector road and South Weber Drive being a minor arterial road. Commissioner Walton discussed creating higher density to drive commercial. Mike said this a transition area into 1900. Commissioner Osborne feels this would open up requests for other properties. Commissioner Grubb is in favor of Barry investigating only allowing a duplex on an arterial and collector road. Commissioner Pitts agreed. Commissioner Osborne would like to define the locations in which this would be viable.

Discussion on Creation of HAFB Plumes Development Policy: Barry said a committee has been formed and will meet next week.

Stan Cook, 6966 S. 725 E., said there are a lot of houses that have been tested and they are clean. He said Hill Air Force Base did meet with the City Council on Tuesday night. He had a home that was contaminated and HAFB installed a system and now the home is clean. He has other family members whose homes, groundwater, and wells have been tested and they are clean.

Commissioner Osborne said the contamination lines have shrunk and needs to be amended on the general plan. Commissioner Johnson said the city needs baseline data to be included in the development of a policy.

James Cook, 760 E. South Weber Drive, said he attended the meeting on Tuesday and the plumes were smaller. He said HAFB made a presentation on the contamination of OU1, OU2, and OU4. He appreciates the Planning Commission's efforts.

Planning Commissioner Comments:

Commissioner Walton: He asked about a definition for transient lodging. Barry said it is a permitted use in the C-H Zone.

Commissioner Johnson: He discussed commercial development with mixed use. Barry said areas where it is successful is where there is a downtown that drives people in.

Commissioner Osborne stated you have to create a destination type of commercial. Commissioner Johnson said the city needs to brand itself for outdoor recreation. It was stated the city needs an economic development plan.

Commissioner Pitts: She discussed city property on the old South Weber Drive and people using it. Lisa will contact Chris Tremea.

Commissioner Osborne: He will not be attendance at the next Planning Commission meeting.

ADJOURNED: Commissioner Johnson moved to adjourn the Planning Commission meeting at 8:52 p.m. Commissioner Taylor seconded the motion. Commissioners Grubb, Pitts, Johnson, Osborne, and Walton voted yes. The motion carried.

APPROVED: _____ Date

Chairperson: Rob Osborne

Transcriber: Michelle Clark

Attest:

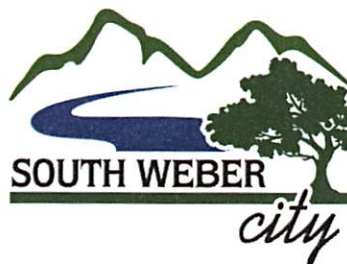
Planning Coordinator: Lisa Smith

For Office Use Only

Application #: CU 18-03
Fees received by: SK Date of submittal: 3/2/18
Amount Paid: 200 Receipt #: 17048733

Initial Review, all of the required supporting materials have been provided: _____

PC Meeting Date: _____



**Conditional Use Application
Residential Zone**

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Daycare/Preschool | <input type="checkbox"/> Service Accessory | <input type="checkbox"/> Twin Home |
| <input type="checkbox"/> Planned Dwelling Group | <input type="checkbox"/> Model Home | <input type="checkbox"/> Group Home |
| <input type="checkbox"/> Recreational Vehicle Park | <input type="checkbox"/> Hobby Kennel | <input type="checkbox"/> Dog Kennel |
| <input type="checkbox"/> Electronic Comm. Facility | <input type="checkbox"/> Rental Unit | <input type="checkbox"/> Other Requiring CU _____ |

Property Address: 2252 E 7875 S. South Weber, UT

Parcel Number(s): 130380037 Total Acres: 0.63

Current Zone: RL If Rezoning, to what zone: / Bordering Zones: RL

Surrounding Land Uses: Residential

Business Name (if applicable): Home Grown

Anticipated # of Employees: ☐ 0 ☒ 1-10 ☐ 11-20 ☐ 21+

Anticipated # of Customers on a Daily Basis: ☒ 0 ☒ 1-10 ☐ 11-20 ☐ 21+

Available Parking Spaces: 4

Sign Description (attach separate sketch): _____

#Residential Units (if applicable): _____

#of Dogs (Kennels Only): _____

Hours of Operation: 7-5

Contact Information

Property Owner(s)

Name: Art & Merrilee Garringe
Address: 2252 E. 7875 S.
City/State/Zip: South Weber, UT 84405
Phone: 801-564-9750
Fax: _____
Email: meri_72_skf@yahoo.com

Authorized Agent

(Owner Must Sign Authorization Form)

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

Best Way/Preferred Method of Contact:

___ Email ☒ Phone ___ Fax ___ Mail

Best Way/Preferred Method of Contact:

___ Email ___ Phone ___ Fax ___ Mail

PROJECT: _____

PROPERTY PARCEL NUMBER(S): _____

APPLICANT'S AFFIDAVIT

State of Utah)
County of Davis)

I/We Mervilee Garring § _____, the sole owner(s)/authorized agent of the owner(s) of the property involved in this application, located at 2252 E 7875 S. South Weber, 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/We do also hereby give permission to South Weber City to place a city "public notice" sign on the property contained in this application for the purpose of notification of the conditional use application and to enter the property to conduct any inspections related to this application.

Dated this 1st day of March, 2018.

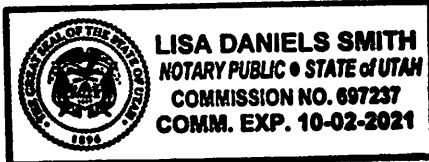
Signed: _____

Property Owner or Agent

Property Owner or Agent

Subscribed and sworn to before me on this 1st day of March, 2018

S
E
A
L



Notary Public

AGENT AUTHORIZATION

State of Utah)
County of _____)

I/We _____, the sole owner(s) of the real property located at _____, South Weber, Utah, hereby appoint _____ § _____ as my/our agent with regard to this application affecting the above described real property, and authorize said agent to appear on my/our behalf before any city commission, board or council considering this application.

Dated this _____ day of _____, _____.

Signed: _____

Property Owner or Agent

Property Owner or Agent

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

S
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Notary Public



June 7, 2018

Community and Economic Development

Davis County Administration Building - 61 S. Main Street - Farmington Utah 84025
Telephone: (801) 451-3279- Fax: (801) 451-3281
Barry Burton/Director

HOME GROWN PRESCHOOL

REQUEST: Approval of conditional use permit for a preschool

GENERAL INFORMATION: This property has a rear yard that is completely fenced and it sits on a knuckle in the road which will help get traffic out of the travel path. If this home has received and passed an inspection by the fire marshal, I see no issues with approval.

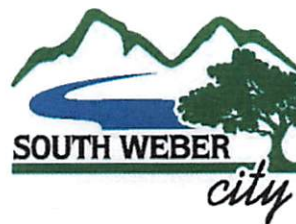
STAFF RECOMMENDATION: I recommend approval of the conditional Use subject to fire marshal approval.

For Office Use Only

Fees received by: _____ Date of submittal: _____
Amount Paid: _____ Receipt #: _____

Initial Review, all of the required supporting materials have
been provided: _____

PC Meeting Date: _____



Preliminary Plan Application

Project/Subdivision Name: FORD 1-LOT SUBDIVISION
Approx. Location: 400 EAST 6650 SOUTH
Parcel Number(s): 13-023-0199 & 0200 Total Acres: 0.624
Current Zone: R-M If Rezoning, to what zone: _____ Bordering Zones: _____
Surrounding Land Uses: RESIDENTIAL
Number of Lots: 1 # Lots per Acre: 1.6
Phase: _____ of _____ PUD: Yes / No

Contact Information

Developer or Agent

Name: FORDS INC.
Company Name: MIKE FORD
Address: 1131 E 7450 S
City/State/Zip: SOUTH WEBER, UT. 84405
Phone: 801-589-2325 Fax: _____
Email: m.ford@icloud.com

Best Way/Preferred Method of Contact:

☒ Email ☐ Phone ☐ Fax ☐ Mail

Developer's Engineer

Name: J. NATE REEVE
Company: REEVE & ASSOCIATES, INC
License #: 375328
Address: 5160 S 1500 W
City/State/Zip: RIVERDALE, UT. 84405
Phone: 801-621-3100 Fax: _____
Email: nreeve@reeve-assoc.com

Best Way/Preferred Method of Contact:

☒ Email ☐ Phone ☐ Fax ☐ Mail

Surveyor

☒ Check here if same as Engineer

Name: _____
Company: _____
License #: _____
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____
Email: _____

Property Owner(s)

☒ Check here if same as Developer

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____
Email: _____

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


Applicant Certification

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete, and accurate to the best of my knowledge. 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. Should any of the information or representations submitted in connection with this application 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 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: W. Ford Date: 7/30/18
Property Owner's Signature: FORD'S INC Date: _____

MEMORANDUM

TO: South Weber City Planning Commission

FROM: Brandon K. Jones, P.E.
South Weber City Engineer 

CC: Barry Burton – South Weber City Planner
Mark Larsen – South Weber City Public Works Director
Lisa Smith – South Weber City Deputy Recorder

**RE: FORD 1 LOT SUBDIVISION
Preliminary & Final Review**

Date: June 7, 2018

Our office has completed a review of the Final Plat and Site Plan for the Ford 1 Lot Subdivision. A revised version was received, today, June 7, 2018. We recommend approval, subject to the following comments and items being addressed prior to final approval from the City Council.

GENERAL

1. Geotechnical Report. A geotechnical study was performed by CMT Engineering and a report dated April 5, 2018 was submitted. The following should be addressed.
 - a. Groundwater. Shallow groundwater was found at a depth of approximately 6'. Groundwater depths can fluctuate as much as 2'. Since a land drain is being proposed, the invert of the subdrain should be at least 18 inches below the top of the lowest adjacent floor slab.
 - b. Fills. All non-engineered fills, disturbed soils, topsoil, and any deleterious materials must be removed below the proposed structure.
2. Approval Letters. South Weber Irrigation Company needs to provide an approval letter for service to this lot.
3. Land Drain Easement. A private land drain easement will need to be provided by the owner of Lot 101 in the Old Maple Farms Phase 1 Subdivision. This will need to be a separate document recorded against the property.
4. Fee in lieu of Improvements. There is no existing curb, gutter or sidewalk adjacent to this lot. Therefore, we recommend that the cost of these improvements be paid to the City in the form of a fee in lieu of actually installing the improvements. The City will use this money at some future date to install the improvements as part of a larger project. The amount of this fee should be established by the City Engineer and paid prior to recording the plat.

PLAT

5. The address for this lot should be 428 East 6650 South.

6. The following note should be added:
 “This lot is subject to the requirements of the Geotechnical Report prepared by CMT Engineering, dated April 5, 2018.”
7. The fences should be removed from the plat. Only current and proposed property lines should be shown.
8. There were three easements identified in the Title Report (Utah Power & Light, Weber Basin Water Conservancy District, and South Weber City Storm Sewer). These should be verified and shown, if applicable. Depending on the location of the South Weber City Storm Sewer, it may no longer be needed. If this is the case, the plat should vacate the easement.
9. The Central Davis Sewer signature block should be removed.
10. The Owners Dedication needs to include language that dedicates the street portion to the City.

IMPROVEMENT PLANS

11. The secondary water service needs to be shown.
12. The land drain service through Lot 101 in Old Maple Farms Phase 1 needs to indicate the existing elevation at the connection, as well as at the lot.
13. The lowest floor elevation should be indicated (min. 18” above the invert of the foundation drain).



Community and Economic Development

Davis County Administration Building - 61 S. Main Street - Farmington Utah 84025
Telephone: (801) 451-3279- Fax: (801) 451-3281
Barry Burton/Director

FOR 1-LOT SUBDIVISION

REQUEST: Approval the Final Plat

GENERAL INFORMATION: This one lot is .662 acres in area and is the remnant of the property purchased for the Old Maple Farms Subdivision. It is the only part of that property that has frontage on 6650 S. There was a home on part of this property that has since been torn down. There are exiting homes on both sides and across the street from this parcel, as well as approved building lots behind.

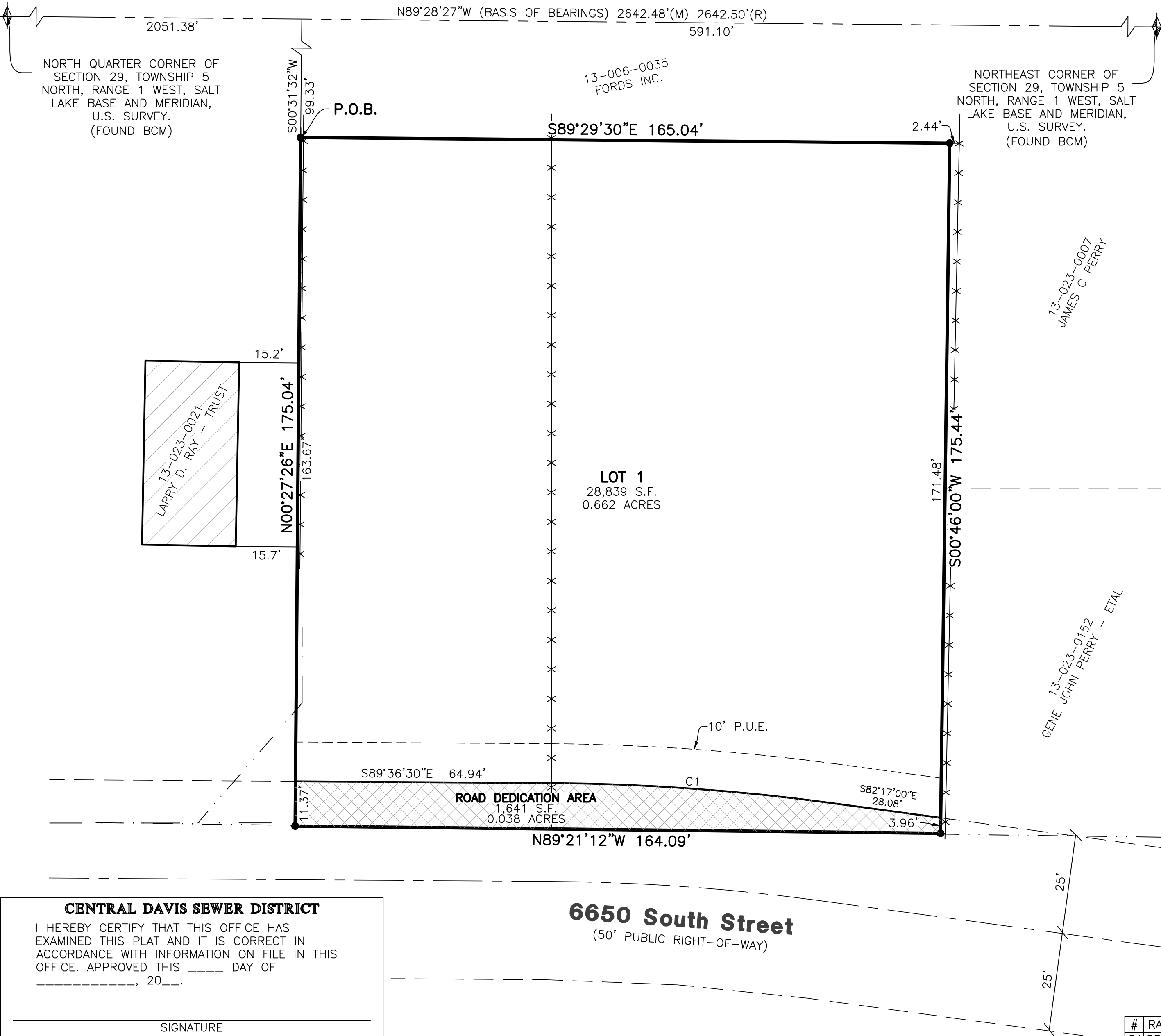
It is not proposed that the street improvements (curb, gutter and sidewalk) be installed at this time as there are no such improvements on the north side of 6650 S.

STAFF RECOMMENDATION: I recommend the Planning Commission forward this to the City Council with a recommendation of approval.

SHEET
1 of 1

Ford 1 Lot Subdivision

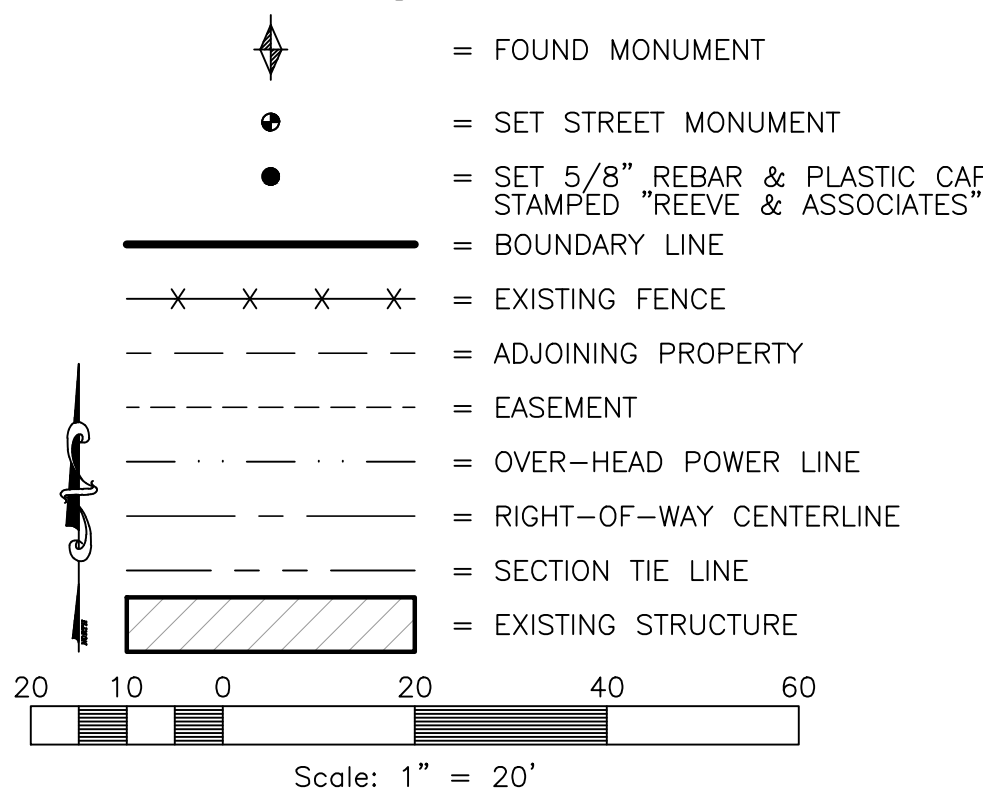
PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
CITY OF SOUTH WEBER, DAVIS COUNTY, UTAH
JANUARY, 2018



Vicinity Map

(NOT TO SCALE)

Legend



Basis of Bearings

THE BASIS OF BEARINGS FOR THIS PLAT IS THE NORTH LINE OF SECTION 29, BETWEEN THE NORTHEAST CORNER AND THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SHOWN HERE ON AS N89°28'27"W

Narrative

THE PURPOSE OF THIS PLAT IS TO CREATE A 1 LOT SUBDIVISION AS SHOWN. THE SOUTH LINE WAS DETERMINED BY THE NORTHERLY RIGHT-OF-WAY LINE OF 6650 SOUTH STREET, WHICH WAS DETERMINED BY MATCHING INTO THE 475 SOUTH STREET DEDICATION TO THE EAST AND SPLITTING THE IMPROVEMENTS. ALL OTHER BOUNDARY LINES WERE DETERMINED BY DEEDS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, USING THE MONUMENTS SHOWN HEREON. ALL BOUNDARY CORNERS WERE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES".

Boundary Description

PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON AN EXISTING FENCE, SAID POINT BEING N89°28'27"W ALONG THE NORTH LINE OF SECTION 29, BETWEEN THE NORTHEAST CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 29, 591.10 FEET AND S00°31'32"W 99.33 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 29; AND RUNNING THENCE S89°29'30"E 165.04 FEET; THENCE S00°46'00"W 175.44 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 6650 SOUTH STREET; THENCE N89°21'12"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 164.09 FEET; THENCE N00°27'26"E 175.04 FEET A PORTION OF WHICH RUNS MORE OR LESS ALONG AN EXISTING FENCE, TO THE POINT OF BEGINNING.

CONTAINING 28,839 SQUARE FEET OR 0.662 ACRES MORE OR LESS

Curve Table

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	559.32'	71.51'	71.46'	35.80'	S85°56'45"E	7°19'30"

CENTRAL DAVIS SEWER DISTRICT

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE. APPROVED THIS ____ DAY OF _____, 20____.

SIGNATURE

SOUTH WEBER CITY PLANNING COMMISSION

APPROVED BY THE SOUTH WEBER PLANNING COMMISSION ON THIS THE ____ DAY OF _____, 20____.

CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

SOUTH WEBER CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

SOUTH WEBER CITY ENGINEER DATE

SOUTH WEBER CITY COUNCIL

PRESENTED TO THE SOUTH WEBER CITY COUNCIL THIS THE ____ DAY OF _____, 20____, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

SOUTH WEBER CITY MAYOR ATTEST: CITY RECORDER

SOUTH WEBER CITY ATTORNEY

APPROVED BY THE SOUTH WEBER CITY ATTORNEY THIS THE ____ DAY OF _____, 20____.

SOUTH WEBER CITY ATTORNEY

PROJECT INFORMATION

Surveyor: T. HATCH
Project Name: FORD 1 LOT SUBDIVISION
Designer: D. CAVE
Number: 6597-02
Scale: 1"=20'
Begin Date: 1-11-2018
Revision:
Checked:



Reeve & Associates, Inc.
3180 SOUTH 1500 WEST, RIVINGTON, UTAH, 84405
TEL: (801) 621-3100 FAX: (801) 621-3566 www.reeve-associates.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

DAVIS COUNTY RECORDER

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

RECORDED FOR:

DAVIS COUNTY RECORDER

DEPUTY,

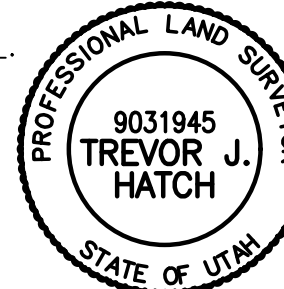
SURVEYOR'S CERTIFICATE

I, TREVOR J. HATCH, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF FORD 1 LOT SUBDIVISION IN SOUTH WEBER CITY, DAVIS COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE DAVIS COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF SOUTH WEBER CITY CONCERNING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS ____ DAY OF _____, 20____.

9031945

UTAH LICENSE NUMBER



OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO 1 LOT AS SHOWN ON THE PLAT AND NAME SAID TRACT FORD 1 LOT SUBDIVISION, AND DO HEREBY GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PUBLIC UTILITY EASEMENT, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS. AND ALSO DO HEREBY DEDICATE ALL AREAS SHOWN HEREON AS ROAD DEDICATION TO THE CITY OF SOUTH WEBER CITY.

SIGNED THIS ____ DAY OF _____, 20____.

MIKE FORD

ACKNOWLEDGMENT

STATE OF UTAH)ss.
COUNTY OF _____)

ON THE ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME _____ SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH)ss.
COUNTY OF _____)

ON THE ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ AND _____ OF SAID CORPORATION AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES

NOTARY PUBLIC



Vicinity Map
SCALE: NONE

Notes:

1. CONTOURS ARE SHOWN WITH A ONE FOOT INTERVAL.
2. PROPERTY IS NOT IN A FLOOD ZONE ACCORDING TO FEMA FLOOD PANEL 49011C0088E, EFFECTIVE 6-18-2007
3. EXISTING FIRE HYDRANT IS LOCATED AT THE INTERSECTION OF 475 E. & 6650 S. APPROX. 178 FEET FROM PROPOSED LOT
4. EXISTING STORM DRAIN OUTLETS ARE LOCATED AT THE INTERSECTION OF 475 E. & 6655 S. LOT WILL DRAIN TO THAT LOCATION

Boundary Description

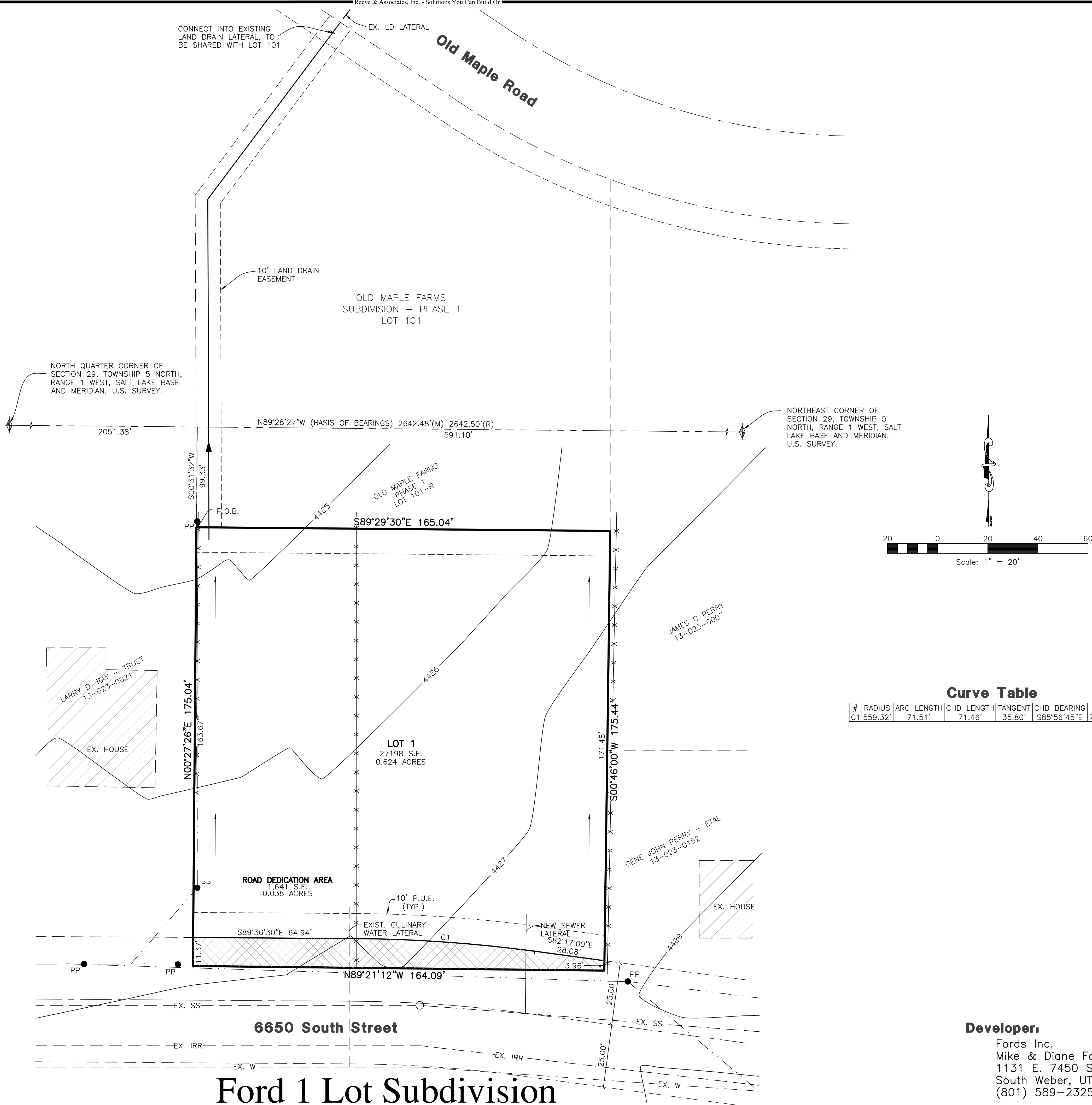
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CONTAINING 28,839 SQUARE FEET OR 0.662 ACRES MORE OR LESS

Legend

- = SECTION CORNER
- = BOUNDARY LINE
- = LOT LINE
- = ADJOINING PROPERTY
- = EASEMENTS
- = SECTION TIE LINE
- = EXISTING FENCELINE
- = EXISTING POWERLINE
- = EXISTING SANITARY SEWER LINE
- = EXISTING IRRIGATION WATER LINE
- = EXISTING CULINARY WATER LINE
- = EXISTING SEWER MANHOLE
- = PUBLIC UTILITY EASEMENT
- = EXISTING POWER POLE
- = ROAD DEDICATION



Curve Table

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	559.32'	71.51'	71.46'	35.80'	S85°56'45"E	7°19'30.23"

Ford 1 Lot Subdivision

South Weber City, Davis County, Utah

Developer:

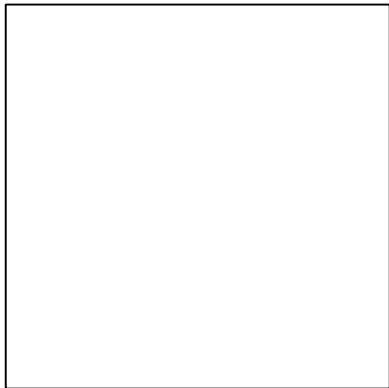
Fords Inc.
Mike & Diane Ford
1131 E. 7450 S.
South Weber, UT. 84405
(801) 589-2325

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
HAZARDOUS ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS	DESCRIPTION
DATE	

Ford 1 Lot Subdivision
PART OF THE NE QUARTER OF SECTION 29, T.5N., R.1W., SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

Lot Site/Utility Plan



Project Info.	
Engineer:	N. Reeve
Designer:	C. Cave
Begin Date:	4-16-18
Name:	FORD 1 LOT SUBDIVISION
Number:	6597-02

Sheet	1
1	Sheets

LIMITATIONS

The Client is to provide legal and physical access to the entire property. CMT is not responsible for damage to utilities not marked by Blue Stakes. Due to the nature of the field investigation, the client must anticipate damage to the vegetation as a result of the geotechnical study field investigation. Client to disclose any and all previous geotechnical or geological studies for the site. Modification to the aforementioned scope of work and associated costs may be required per review comments provided by Cache County. If required, additional geotechnical and geologic studies will be provided through a separate service agreement. The client agrees that all services not expressly included are excluded from CMT's Scope of Service.

CLOSURE

If this proposal is acceptable to you, please return one copy of this proposal, properly executed, or a purchase order indicating your authorization to proceed with the work described above. You may fax it to (801)972-9074 or email it to andy.harris@cmtlaboratories.com.

If you have any questions regarding this proposal, or if additional information is desired, please do not hesitate to call us at (801)870-6730.

Respectfully submitted,

CMT Engineering Laboratories



Andrew M. Harris, P.E.
Senior Geotechnical Engineer

ENGINEERING • ENVIRONMENTAL (ESA I & II) • MATERIALS TESTING • SPECIAL INSPECTIONS • ORGANIC CHEMISTRY

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SALT LAKE CITY OFFICE: 2796 S. REDWOOD ROAD, SALT LAKE CITY, UTAH 84119 • TEL: (801) 908-5954 • FAX: (801) 972-9074
UTAH COUNTY OFFICE: 496 EAST 1750 NORTH, SUITE B, VINEYARD, UTAH 84057 • TEL: (801) 492-4132
ATL/ARIZONA OFFICE: 2921 NORTH 30th AVENUE, PHOENIX, ARIZONA 85017 • TEL: (602) 241-1097 • FAX: (602) 2771306
WWW.CMTLABORATORIES.COM

Terms and Conditions

- 1. Prosecution of Work.** It is contemplated by the parties that the Work specified in this Contract shall start on approximately March 13, 2018 and be completed by December 31, 2018. CMT shall not be responsible for any delays in performing the Work due to labor disputes, weather, shortages in material, equipment or labor, acts of God or any other cause beyond its control. In the event of a delay beyond CMT's control, and to the extent reasonably possible, CMT shall complete the work at the next available opportunity. At its option, CMT may decline to perform any part of the Work which, through no fault of CMT, is to be completed beyond the estimated completion date. In the event CMT elects not to perform any further Work beyond the above specified date pursuant to the terms provided herein. CMT shall be paid for all Work performed and materials provided prior to the said date and shall otherwise be fully relieved of all its duties and responsibilities under the terms of this Contract.
- 2. CMT agrees to provide the Work identified herein.** Dispatch hours are 8:00 a.m. to 5:00 p.m. Although CMT will try to accommodate all dispatch requests, we cannot guarantee that calls before 7:00 a.m. and after 5:00 p.m. will be received. If a day's Work is canceled for any reason, please notify the dispatch office by 5:00 p.m. on the day prior to the scheduled Work. Cancellations received on the day of the Work, is subject to a 2-hour show-up fee.
- 3. Agreed Pricing for Services.** Pricing for Work done under the attached Contract is agreed to be under CMT's Fee Schedule (attached and incorporated herein as Exhibit A) for the year the Contract was effective, which is incorporated herein by reference, unless otherwise specifically shown in the Contract. Overtime at 1.5 times on the labor portion only will be charged before 7:00 a.m. and after 5:00 p.m. and also on weekends and holidays. Client further acknowledges that billing minimums of 2 hours for field testing and 3 hours for special inspections may apply in actual billing. Time over the minimums will be rounded to the nearest whole number. Client agrees that it shall be Client's and/or Contractor's responsibility to provide CMT with a 24 hour notice to perform the Work hereunder.
- 4. Standard of Work.** Further, CMT agrees to perform the Work in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the locality of the Project. No other warranty, expressed or implied is otherwise made with respect to the Work.
- 5. Payment.** Client agrees to pay all invoices within 30 days, or incur interest charges of 1.5% per month.
- 6. Intended Use.** Work provided pursuant to this Contract is intended solely for the use and benefit of Client. No other person or entity shall be entitled to rely on the services, opinions, recommendations, plans, or specifications provided without the express written consent of CMT. Client agrees that CMT has been engaged to provide technical professional services only, and that CMT does not owe a fiduciary responsibility to Client.
- 7. Limitation of Liability.** This paragraph limits CMT's liability – **READ IT CAREFULLY.** Client understands and agrees that CMT's Work poses certain risks to both CMT and Client. Further, CMT's fees for the Work are based on and reflect Client's agreement to limit CMT's liability as described herein. Client specifically acknowledges and agrees that but for this promise to limit CMT's liability, CMT's fees should be significantly higher to accommodate CMT for such risks. Client acknowledges its right to discuss this provision with legal counsel and negotiate such with CMT. In reliance on the foregoing, Client specifically agrees that, to the fullest extent permitted by law, CMT's total liability for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever, including without limitation, attorneys' fees and costs (hereinafter "Claims") to Client and any third party arising out of or in any way related to the Contract, from any cause or causes, including but not limited to CMT's negligence, errors, omissions, breach of contract or any duty, is limited to Twenty-Five Thousand Dollars (\$25,000) or the amount of CMT's fee, whichever is greater (the "Liability Limit").
- 8. Indemnity.** To the fullest extent permitted by law, the Client will indemnify and hold harmless CMT together with its consultants, officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, in any way related to, or resulting from their work, materials, or scope of responsibility on the Project by Client or any of its consultants, subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except to the extent that such damage, loss or expense is due to the fault or negligence of CMT.

ENGINEERING • ENVIRONMENTAL (ESA I & II) • MATERIALS TESTING • SPECIAL INSPECTIONS • ORGANIC CHEMISTRY

LOGAN OFFICE: 2005 NORTH 600 WEST, SUITE A, LOGAN, UTAH 84321 • TEL: (435) 753-6815 • FAX: (435) 787-4983
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WWW.CMTLABORATORIES.COM



C o n s t r u c t i o n • M a t e r i a l s • T e c h n o l o g i e s
G e o t e c h n i c a l , E n v i r o n m e n t a l , & M a t e r i a l s E n g i n e e r i n g / T e s t i n g / R e s e a r c h

March 15, 2018

Mr. Mike Ford
Fords, Inc.
PO Box 171228
Salt Lake City, Utah 84117
Phone: 801-598-2325
Email: m.ford8@me.com

Subject: Statement of Work for Geotechnical Engineering Services
Ford 1 Lot Subdivision
About 440 East 6650 South
South Weber, Utah

Mr. Ford:

CMT Engineering Laboratories (CMT) is pleased to submit this statement of work to provide geotechnical engineering services for the planned 1 lot single-family residential development in South Weber, Utah. Our understanding of the project, site conditions, and the scope of work (outlined below) is based on your request for these services.

PROJECT UNDERSTANDING

We understand that development of a 1 lot single-family residential subdivision is planned for the 0.682-acre parcel. Structure is to be of wood-framed construction and founded on spread footings with basements (if conditions allow). Maximum continuous wall and column loads are anticipated to be 1 to 3 kips per lineal foot and 10 to 25 kips, respectively.

We anticipate that subsurface soils at the site will consist of silty clays overlying sands and gravels.

SCOPE OF WORK

Based on our understanding of the project and the anticipated subsurface conditions, CMT proposes to provide the necessary personnel, equipment and materials to conduct a design level geotechnical investigation for the proposed design and construction.

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Field Exploration

CMT is proposing to provide adequate personnel and equipment to excavate 2 test pits at the site to depths of about 5 to 15 feet below existing site grade. Test pits will be sampled and logged in each strata. Test locations will be selected by our field engineer after any utilities are located. If encountered, the water table will be noted during our field exploration and a slotted PVC pipe will be installed. All field operations will be conducted under the direct supervision of a CMT geotechnical engineer and/or geologist.

Laboratory Testing

Soil samples obtained in the field will be inspected in the laboratory and representative samples will be tested to evaluate governing engineering parameters. Laboratory testing may include, but will not necessarily be limited to the following:

- Natural Moisture Content
- Dry Density
- Grain Size Gradation Analysis
- Atterberg Limits
- Consolidation

All testing will be conducted in general accordance with ASTM or AASHTO specifications for the various testing techniques.

Engineering Analysis

Upon completion of the field and laboratory phases of the investigation, the data will be plotted with respect to location and depth. Based on the subsurface conditions encountered, analysis of the geotechnical impacts on design and construction of the proposed site development will be conducted.

The results of the field and laboratory investigations and engineering analysis of the geotechnical conditions encountered at each test pit location will be presented in a report provided to you in pdf format. The report will include at a minimum:

- ♦ Site location map, showing the exploration locations, and individual detailed logs of each exploration.
- ♦ Laboratory test data summary sheet and individual plots/data sheets, as applicable.

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- ♦ Detailed discussion of site surficial conditions, subsoil conditions, and groundwater conditions (if encountered).
- ♦ Recommendations for grading and general construction procedures, including any unusual conditions or requirements on the site.
- ♦ Recommendations for foundation type and design parameters.
- ♦ Drainage recommendations, both surface and subsurface, if needed.
- ♦ Pavement section recommendations

PROJECT SCHEDULE

CMT will begin field work within about 5 working days following authorization to allow for utility locating, coordination with staff, and equipment scheduling. The field investigation will be completed in about 1 working day. Analyses and reports to be completed within about 10 to 15 working days following the field investigation.

CONSULTING FEE

Our estimated fees for this project, which will not be exceeded without your prior approval, are as follows:

Geotechnical Study	\$2,000.00
---------------------------	-------------------

- If
1. any detailed changes are made in the scope of service required, or
 2. the location of proposed construction is altered, or
 3. the subsurface conditions encountered are significantly different from those anticipated,

CMT must be notified to make the proper adjustments to the intended scope of work.

QUALIFICATIONS AND PROJECT MANAGEMENT

CMT Engineering provides a complete range of Geotechnical Engineering and Construction Materials Testing Services. The proposed investigation will be conducted by Andy Harris, P.E. who will serve as Project Manager for this investigation. Mr. Harris has successfully acted as Project Manager on many geotechnical investigations over the past 14 years of his career.

CMT is confident that the qualifications and experience of our project personnel will enhance the project team and assure you high quality, project specific geotechnical services.

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WWW.CMTLABORATORIES.COM

AUTHORIZATION

Our attached Terms and Conditions are considered part of this proposal. Returning a signed copy of this proposal will be considered your authorization. Please return this signature page, as a minimum, via email to andy.harris@cmtlaboratories.com.

I, M. H. FORD, agree to the terms of this proposal and the attached Terms and Conditions and authorize the work to proceed.

M. H. Ford
Owner or Authorized Agent

3/15/2018
Date

Ford's Inc
Bill to:
PO BOX 171228
Address
SLC, UT 84117
City, State, Zip Code

801-598-2325
Telephone
M.FORD@ME.COM
Email Address

*Took a picture + emailed
to Andy — 3/15/2018*

ENGINEERING • ENVIRONMENTAL (ESA I & II) • MATERIALS TESTING • SPECIAL INSPECTIONS • ORGANIC CHEMISTRY

LOGAN OFFICE: 2005 NORTH 600 WEST, SUITE A, LOGAN, UTAH 84321 • TEL: (435) 753-6815 • FAX: (435) 787-4983
OGDEN OFFICE: 707 24th STREET, SUITE 1A, OGDEN, UTAH 84401 • TEL: (801) 870-6730
SALT LAKE CITY OFFICE: 2796 S. REDWOOD ROAD, SALT LAKE CITY, UTAH 84119 • TEL: (801) 908-5954 • FAX: (801) 972-9074
UTAH COUNTY OFFICE: 496 EAST 1750 NORTH, SUITE B, VINEYARD, UTAH 84057 • TEL: (801) 492-4132
ATL/ARIZONA OFFICE: 2921 NORTH 30th AVENUE, PHOENIX, ARIZONA 85017 • TEL: (602) 241-1097 • FAX: (602) 2771306
WWW.CMTLABORATORIES.COM

CMT ENGINEERING LABORATORIES

Construction • Materials • Technologies
Geotechnical, Environmental, & Materials Engineering/Testing/Research

9. **Insurance.** Client shall purchase and maintain insurance that will protect CMT and Client from claims arising out of work being performed at the Project or by Client's operations under this Agreement, whether the operations are by Client, or any of Client's consultants, subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Client shall maintain

coverage and limits of liability in the following amounts: (1) property and public liability insurance at a minimum level of \$2,000,000.00 property damage coverage with thirty-day cancellation notice and \$2,000,000.00 liability coverage, or the amount specified in the prime agreement, whichever is greater, and (2) appropriate Worker's Compensation insurance. Client will list CMT as additional insured under all property and liability insurances. Client will provide CMT evidence of such insurance prior to commencement of the Work contemplated by this Agreement. At any time during the course of this Agreement should any insurance policy lapse or be terminated, CMT must receive immediate notice of such termination and Client will fully protect Contractor against loss by reason of such lapses or termination

10. **Samples.** Unless otherwise agreed by the parties in writing, the test specimens or samples will be disposed of immediately upon completion of testing.

11. **OSHA.** Client agrees to require Contractor to provide on-site First Aide services as required by OSHA.

12. **Final Inspection.** As a condition precedent to CMT issuing the Project final inspection report, all fees incurred by Client must be paid in full.

13. **Termination.** CMT may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of CMT or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with CMT, for any of the following reasons:

- a. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped.
- b. An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- c. Because the Client has not issued a payment or certificate for payment and has not notified CMT of the reason for withholding payment or certification, or because the Client has not made payment within the time stated in the Contract Documents.

14. **Miscellaneous Provisions.**

- a. **Duplicate Originals.** This Contract may be executed in duplicate originals, and facsimile signatures will be treated as originals.
- b. **Complete Agreement.** With respect to the subject matter of this Contract, including the terms and conditions hereof, this Contract constitutes the entire understanding between the parties and may not be altered, modified or amended except by the mutual written agreement of the parties. Except as expressly provided in this Contract, all prior and contemporaneous agreements and understandings between the parties are superseded and rescinded.
- c. **Severability.** The Contract provisions are severable, and should any provision be determined by a court of competent jurisdiction void, voidable, or unenforceable, such provision shall be eliminated or limited to the minimum extent necessary so that this Contract shall otherwise remain in full force and effect.
- d. **Attorneys' Fees.** In the event that any party shall breach its obligations under this Contract, the prevailing party shall be entitled to recover all enforcement-related costs, expenses and reasonable attorney fees from the breaching party, whether such sums be expended with or
- e. without suit and regardless of the forum (including but not limited to recourse in connection with any bankruptcy case, adversary proceeding, insolvency proceeding, or arbitration proceeding).
- f. **Assignment.** This Contract is not assignable, and any such assignment shall be deemed void, without the written consent of all parties hereto. **Binding Effect.** This Contract shall be binding upon and shall inure to the benefit of the successors, and assigns of the respective parties hereto.
- g. **Jurisdiction/Venue.** The parties hereto agree that this Contract shall be construed in accordance with the laws of the State of Utah, and that exclusive jurisdiction and venue shall be found in the Third Judicial District Court, State of Utah.

Owner or Authorized Agent

Date

CMT Authorized Agent

Date

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WWW.CMTLABORATORIES.COM



3-30-17

**LEGAL DESCRIPTION
SOUTH WEBER CITY, UTAH**

PARCEL TO BE ADDED

PART OF THE SOUTHWEST QUARTER OF SECTION 20 AND THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N89°28'27"W ALONG THE SECTION LINE 590.89 FEET AND S0°31'33"W 274.37 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE N00°27'29"E 175.04 FEET; THENCE S89°29'30"E 63.97 FEET; THENCE S00°00'02"E 175.21 FEET; THENCE N89°21'01"W 65.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,306 SQUARE FEET OR 0.260 ACRES MORE OR LESS

NEW OVERALL DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 20 AND THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N89°28'27"W ALONG THE SECTION LINE 590.89 FEET AND S0°31'33"W 274.37 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE N00°27'29"E 175.04 FEET; THENCE S89°29'30"E 165.04 FEET; THENCE S00°46'00"W 175.44 FEET; THENCE N89°21'03"W 164.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 28,820 SQUARE FEET OR 0.662 ACRES MORE OR LESS

Solutions You Can Build On™

Civil Engineering • Land Planning • Structural Engineering • Landscape Architecture • Land Surveying • Construction Surveying
5160 S 1500 W • Riverdale, Utah 84405 • Tel: 801-621-3100 • Fax: 801-621-2666
ogden@reeve-assoc.com • reeve-assoc.com

SOUTH WEBER IRRIGATION COMPANY

6525 South 475 East
South Weber, UT 84405
Phone 801-479-1635

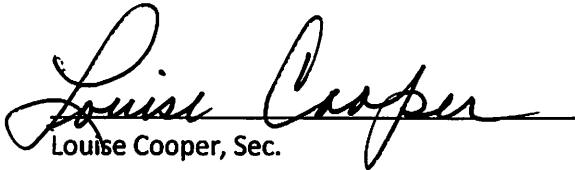
BOARD DIRECTORS

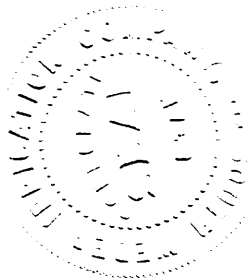
Glen Poll	801-479-4148
Stan Cook	801-479-3508
Blair Halverson	801-381-4093
Kent Bambrough	801-479-5166
Gordon Watts	801-476-0430
Louise Cooper	801-479-1635

To: South Weber City

The active hook up fee has been paid for the one lot home on FORD'S INC. one lot subdivision. We will provide them irrigation water.

Dated the 30 April 2018


Louise Cooper, Sec.



stewart title

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:



Authorized Countersignature

Sutherland Title Company
920 East Wood Oak Lane #100
Salt Lake City, UT 84117
(801) 266-4466


Sutherland Title Company




Matt Morris
President and CEO


Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 38097
ALTA Commitment For Title Insurance 8-1-16
Page 1 of 3



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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File No. 38097

ALTA Commitment For Title Insurance 8-1-16

Page 2 of 3



- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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File No. 38097

ALTA Commitment For Title Insurance 8-1-16

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Sutherland Title Company
Issuing Office: 920 East Wood Oak Lane #100, Salt Lake City, UT 84117
ALTA® Universal ID: N/A
Loan ID Number:
Commitment Number: 38097
Issuing Office File Number: 38097
Property Address: 440 East 6650 South, South Weber, UT 84405
Revision Number: 1

1. **Commitment Date:** December 26, 2017 at 8:00 A.M.

2. **Policy to be issued:**

Proposed Policy Amount

(a) ALTA Owner's Policy SPECIAL REPORT

Premium: \$220.00

Proposed Insured:

(b) ALTA Loan Policy

Proposed Insured:

3. **The estate or interest in the Land described or referred to in this Commitment is:**

Fee Simple less oil, gas and mineral estate

4. **Title to the said estate or interest in the Land is at the Commitment Date hereof vested in:**

FORD'S, INC.

5. **The Land is described as follows:**

Land located in Davis County, State of Utah, more particularly described as follows: Part of the Southwest quarter of Section 20 and the Northwest quarter of Section 29, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows: Beginning at a point, said point being North 89°28'27" West along the Section line 590.89 feet and South 0°31'33" West 274.37 feet from the Southeast corner of said Section 20; thence North 0°27'29" East 175.04 feet; thence North 89°29'30" East 165.04 feet; thence South 0°46'00" West 175.44 feet; thence North 89°21'03 West 164.10 feet feet to the point of beginning.

Tax Parcel No.: 13-023-0109 and part of Tax Parcel No.: 13-006-0035

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File No. 38097

ALTA Commitment For Title Insurance Schedule 8-1-16

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 38097- Revision No. 1

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Company requires for its review a copy of the articles of incorporation and bylaws, a satisfactory resolution of the Board of Directors of FORD'S, INC., authorizing the proposed transaction, Shareholders Resolution where applicable, and a Good Standing Certificate evidencing that the corporation is in good standing in the state of its incorporation. At the time the Company is furnished these items, the Company may make additional requirement or exceptions.
6. The Company hereby reserves the right to make additional requirements and/or exceptions once the full nature of the transaction is revealed.

PLEASE DIRECT ANY INQUIRES CONCERNING THIS COMMITMENT, AND/OR CLOSING TO:

JEFF BRIDGEFORTH jeffb@sutherlandtitle.com. 801-266-4466.

NOTE: The following names have been checked for Judgments, Federal Tax Liens and Bankruptcies, and those applicable are shown herein, unless otherwise noted:

FORD'S, INC.

NOTICE TO APPLICANT: The land covered herein may be serviced by districts, service companies and/or municipalities, which assess charges for water, sewer, electricity and any other utilities, etc., which are not covered by this report or insured under a title insurance policy.

NOTE: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same on request, if available, either with or without charge as appears appropriate.

NOTE: Pursuant to State of Utah Insurance Department Rule R590-153-5A, a cancellation fee of \$220.00 will be charged if the transaction for which this commitment is furnished is cancelled.

NOTE: Any matter in dispute between you and the company may be subject to arbitration as an alternative to court action pursuant to the Title Insurance rule of the American arbitration association, a copy of which is available on request from

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File No. 38097

ALTA Commitment For Title Insurance Schedule 8-1-16

Page 1 of 2



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

the Company. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

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File No. 38097

ALTA Commitment For Title Insurance Schedule 8-1-16

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 38097- Amended No. 1

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. General Property Taxes and Assessments subsequent to the date hereof:
Tax Parcel No.: 13-023-0109
Prior/Current year: 2018 PAID
Amount: \$1,256.49
9. General Property Taxes and Assessments subsequent to the date hereof:
Tax Parcel No.: 13-006-0035

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File No. 38097

UT ALTA Commitment For Title Insurance Schedule 8-1-16

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AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

Prior/Current year: 2018 PAID
Amount: \$4,992.65 (Includes other land)

10. The land described herein is located within the boundaries of Weber Basin Water Conservancy District and is subject to any assessments levied thereby.
11. The land described herein is located within the boundaries of the Central Weber Sewer District and is subject to any assessments levied thereby.
12. The land described herein is located within the boundaries of the South Weber Water District and is subject to any assessments levied thereby.
13. The land described herein is located within the boundaries of the City of South Weber and is subject to any assessments levied thereby.
14. The land described herein is located within the boundaries of Davis County and is subject to any assessments levied thereby.
15. Resolution No. 34-92 Central Weber Sewer District Annexation, and the terms and conditions thereof:
Recorded: December 18, 1992
Entry No.: 1008530
Book/Page: 1566/102
16. All existing easements or rights of way enforceable in law or equity for any utilities, ditches, pipelines, power lines, fiber optic, telephone, sewer, gas or water lines that may exist upon, over or under the land.
17. Easement, and the terms and conditions thereof:
In Favor of: UTAH POWER AND LIGHT
Purpose: A perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration and replacement of the electric transmission distribution and telephone circuits, with the necessary guys, stubs, cross-arms braces and other attachments affixed thereto

Recorded: March 14, 1986
Entry No.: 729830
Book/Page: 1076/602
18. Easement, and the terms and conditions thereof:
Grantee: WEBER BASIN WATER CONSERVANCY DISTRICT
Purpose: To deliver culinary water from and between its existing pipelines
Recorded: August 24, 1990
Entry No.: 900374
Book/Page: 1367/767
19. Storm Sewer Construction Agreement, and the terms and conditions thereof:
Grantee: SOUTH WEBER CITY, a Utah municipal corporation

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 38097

UT ALTA Commitment For Title Insurance Schedule 8-1-16

Page 2 of 3



ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

Purpose: To construct storm sewer improvements
Recorded: October 15, 2008
Entry No.: 2398679
Book/Page: 4636/706

20. Any rights, reservations, title, interest or claims to any and all oil, gas, mining and mineral rights of every kind and description underlying the surface of the land, together with all rights in connection therewith, whether or not shown by the public records.
21. Riparian or water rights, claims, or title to water whether or not shown by the public records.

(NOTE: The following is for information purposes only and is not a part of this commitment)

CHAIN OF TITLE

According to the official records, the following is a list of documents purporting to convey title to the land within the previous 24 months to the date of this Commitment, to-wit:

Warranty Deed

Grantor: NICHOLAS K. LEE and JENICA W. LEE
Grantee: FORD'S, INC.
Recorded: March 11, 2016
Entry No.: 2925680
Book/Page: 6471/992

And Warranty Deed

Grantor: JOHN L. BOYER and JANET T. BOYER, Trustees of the BOYER FAMILY TRUST
Grantee: FORD'S, INC.
Recorded: April 25, 2016
Entry No.: 2934338
Book/Page: 6502/207

* * * *

SJB/

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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UT ALTA Commitment For Title Insurance Schedule 8-1-16

Page 3 of 3



STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes—to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Sutherland Title Company DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Sutherland Title Company, and its affiliates ("N/A"), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Sutherland Title Company, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

How often do/does Sutherland Title Company notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Sutherland Title Company protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Sutherland Title Company collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none">• request insurance-related services• provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

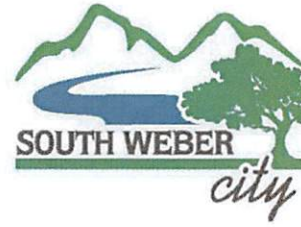
If you have any questions about this privacy notice, please contact us at: Sutherland Title Company, 920 East Wood Oak Lane #100, Salt Lake City, UT 84117

For Office Use Only

Fees received by: JS Date of submittal: 5/17/18
Amount Paid: 700 Receipt #: _____

Initial Review, all of the required supporting materials have been provided: _____

PC Meeting Date: _____



Preliminary Plan Application

Project/Subdivision Name: COOK PROPERTY

Approx. Location: 725 EAST 6650 SOUTH

Parcel Number(s): 13-275-0005 & 0006 Total Acres: 23.439 AC

Current Zone: RM & RP If Rezoning, to what zone: _____ Bordering Zones: R- , R-LM & A

Surrounding Land Uses: RESIDENTIAL/AGRICULTURAL

Number of Lots: 62 LOTS # Lots per Acre: 2.65

Phase: 2 of 2 PUD: Yes / No _____

Contact Information

Developer or Agent

Name: BRUCE NILSON
Company Name: NILSON HOMES
Address: 5617 SOUTH 1475 EAST
City/State/Zip: OGDEN, UT 84403
Phone: 801-392-8100 Fax: 801-399-0802
Email: bruce@nilsonhomes.com

Best Way/Preferred Method of Contact:

☒ Email ☐ Phone ☐ Fax ☐ Mail

Developer's Engineer

Name: J. NATE REEVE
Company: REEVE & ASSOCIATES, INC
License #: 375328
Address: 5160 SOUTH 1500 WEST
City/State/Zip: RIVERDALE, UT 84405
Phone: 801-621-3100 Fax: 801-621-2666
Email: nreeve@reeve-assoc.com

Best Way/Preferred Method of Contact:

☒ Email ☐ Phone ☐ Fax ☐ Mail

Surveyor

☒ Check here if same as Engineer

Name: _____
Company: _____
License #: _____
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____
Email: _____

Property Owner(s)

☐ Check here if same as Developer

Name: STAN COOK
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____
Email: _____

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

Applicant Certification

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete, and accurate to the best of my knowledge. 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. Should any of the information or representations submitted in connection with this application 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 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: Bruce Wilson Date: 5/17/18

Property Owner's Signature: Stanley R. Cook Date: 5/17/2018

Stanley R. Cook 5/17/2018

MEMORANDUM

TO: South Weber City Planning Commission

FROM: Brandon K. Jones, P.E.
South Weber City Engineer 

CC: Barry Burton – South Weber City Planner
Mark Larsen – South Weber City Public Works Director
Lisa Smith – South Weber City Deputy Recorder

**RE: COOK PROPERTY
Preliminary and Development Agreement Review**

Date: June 7, 2018

Our office has completed a review of the Preliminary Plans for the Cook Property. A revised version was received, today, June 7, 2018. We recommend approval, subject to the following comments and items being addressed prior to final approval from the Planning Commission.

GENERAL

1. Geotechnical Report. A geotechnical study was performed by CMT Engineering and a report dated March 8, 2018 was submitted. The following should be noted on the grading plan that will be included with the final plans.
 - a. Imported Backfill. Due to the high clay and silt content in the native soils, as well as the high variability between the soils found between test pits, imported trench backfill will be required wherever unsuitable conditions are present within the street ROW.
 - b. Groundwater. Moderately shallow groundwater was found in some of the test pits at depths of 8' to 10'. Groundwater depths can fluctuate as much as 2'. We would recommend that a basement depth table be provided by CMT Engineering once the final design is complete. No land drain system is being provided. So, this will need to be taken into account when giving the maximum depth of the lowest floor slab relative to the top back of curb.
 - c. City Standards. The City Standards govern over any other recommendations.
2. Approval Letters. Once final plans are completed, they must be submitted to the following and approval letters received: Rocky Mountain Power and South Weber Irrigation.
3. Detention Basin. See Development Agreement.
4. South Bench Drive. See Development Agreement.

5. Potential Contamination. There has been much concern expressed over the potential for groundwater, soil and air contamination as a result of the Hill Air Force Base Superfund Site; specifically from contamination plumes from Operable Units 1 and 2, which are the most likely to impact the Cook property. Much has been done over the past several months to better educate City officials and Staff. The following are some items to consider as it relates to the development of this property:
 - a. In presentations from Hill AFB, the data would suggest that the plumes are not expanding, but rather appear to be shrinking.
 - b. While Hill Air Force Base is responsible for the pollution, they are regulated by the EPA and must comply with all the regulations associated with the Superfund Site. There are many checks and balances in place to ensure compliance.
 - c. The regulations that have been put in place by the federal government are for the purpose of protecting the public.
 - d. The process of getting a Record of Decision (ROD) requires that all potentially affected property be mitigated or addressed in some fashion (purchase of development rights, air sampling, groundwater testing, etc.).
 - e. The groundwater is the carrier of the contamination. If the groundwater is clean, then the soil and air should be clean as well.

With that being said, we would recommend that the Staff pursue acquiring all available groundwater testing data from wells that would help assess potential contamination impact to the Cook property. The Staff would also coordinate with Hill AFB and the EPA to determine if there is evidence that additional testing on the Cook property should be required based on the proposed land use, including mitigation measures identified.

6. Fencing. We would recommend requiring a 6' masonry fence along the I-84 ROW and a minimum 6' chain link fence along the east and south subdivision boundary lines.

DEVELOPMENT AGREEMENT

The Cook property has had several unique challenges in trying to develop the property in a way that implements the City's long-term goals while allowing the property owner to develop their property as they desire. Therefore, it was felt that a Development Agreement would help to establish terms upfront that would accomplish the goals of both parties. The following is a summary of the items addressed. For details, refer to the May 31st draft attached to this memo.

7. South Bench Drive. It is proposed that the developer pay their portion (70' ROW City Standard cross section) of South Bench Drive directly to the City; and the City use the money towards construction of the total project (475 East to the east end of the Cook property). The City would be responsible for design and construction of the road. The developer agrees to dedicate the property necessary for the road. The estimated cost proposed is \$465,000. The City agrees to start construction by June 1, 2019.
8. Trail. The developer agrees to pay for the trail, and the City will construct it as part of the road construction. The cost for the trail is included in the \$465,000.
9. Detention Basin. The developer agrees to size the detention basin sufficiently to cover all of the Cook property south to South Weber Drive and including South Bench Drive.

10. Ingress-Egress. City Code requires two means of ingress-egress for any development over 30 lots. The language in the Development Agreement clarifies the timing of approvals, recording plats, and issuing building permits relative to construction of roads, and what will be allowed.
-

The following comments are provided in preparation of the Final Plats and Improvement Plans.

PLATS

11. The streets need to be given names or coordinates.
12. Addresses for the lots will be provided by our office.
13. The following note should be added:
“All lots are subject to the requirements of the Geotechnical Report prepared by CMT Engineering, dated March 8, 2018.”
14. All easements, in general, need to be verified and shown with bearings and distances in order to locate them exactly in reference to the proposed lots.
15. Phase 1 will need to plat and dedicate the road all the way to Canyon Meadows Drive, as shown in the preliminary plans.

IMPROVEMENT PLANS

16. The City Engineer and the developer's engineer will need to coordinate designs to match.
17. All the underground improvements required for the road connecting to Canyon Meadows Drive must be designed and constructed with the road. The developers for the Cook property and Riverside Place must coordinate in order to ensure that all utilities needed are installed. If asphalt is installed and additional utilities are needed that would cut the asphalt, the requirement will be to remove and replace the asphalt for the entire width of the road for everything impacted.
18. The minimum pipe size for storm drain is 15”.
19. The storm drain needs to be extended to the south end of the development for future connection.
20. The City will be responsible for the culinary water and storm drain design in South Bench Drive.
21. Each phase will need to stand alone in regards to the improvements needed for the lots.
22. The manholes on the sewer line being abandoned will need to be removed and the lines plugged.
23. All service connections for the lots abutting South Bench Drive need to come from the roads they are fronting on. No service connections are permitted in South Bench Drive.



June 7, 2018

Community and Economic Development

Davis County Administration Building - 61 S. Main Street - Farmington Utah 84025
Telephone: (801) 451-3279- Fax: (801) 451-3281
Barry Burton/Director

STAN COOK PROPERTY PRELIMINARY PLAT

REQUEST: Approval of Preliminary for a 23.9 acre subdivision

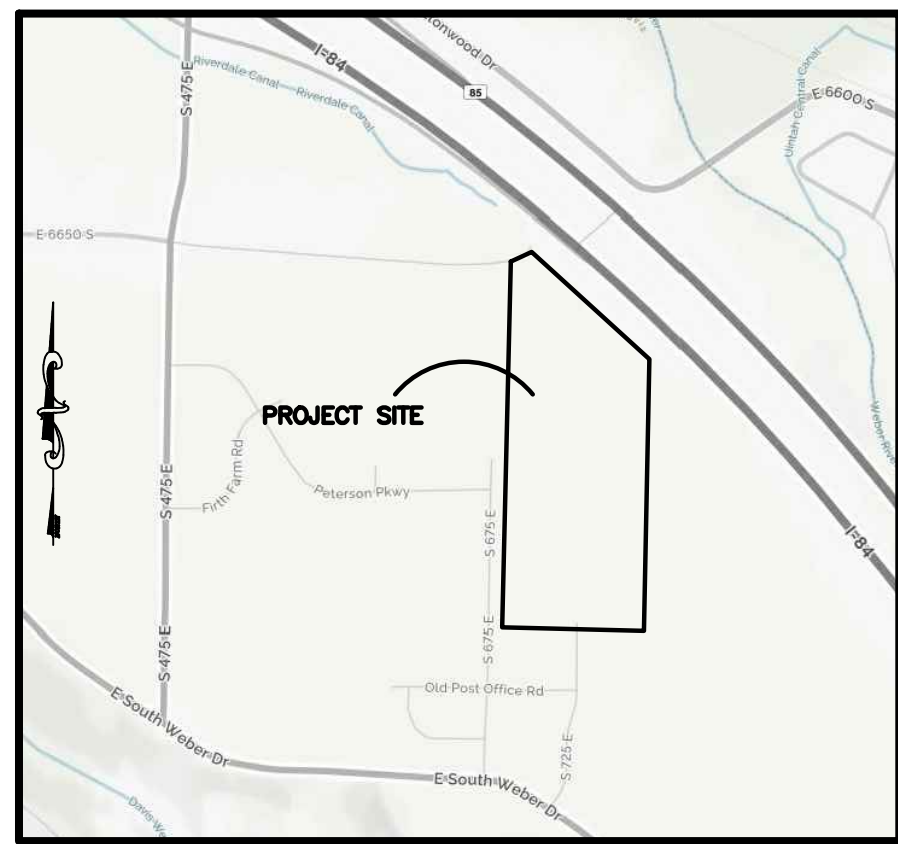
PRELIMINARY PLAT: This property has been recently rezoned from A to R-P (9.84 acres) and R-M (13.59 acres). The subdivision therefore, will include both patio homes and traditional single-family homes. Both zone areas of the subdivision contain well below the allowed density. After having gone through a few different layouts of roads and lots, this one works quite well, provided the access to the west into Riverside Place Subdivision is in place before or as part of Phase 1.

This access is the only one into Phase 1 and it is our understanding that the phase of Riverside that includes this access will not be approved or constructed prior to construction of this subdivision. This plat includes a portion of road in Riverside Place that will provide a connecting to an existing public road. All improvements and utilities will need to be installed in this section of road and property owners will need to sign the subdivision plat.

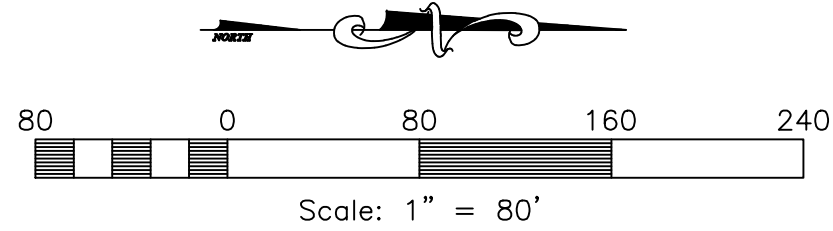
That same Development Agreement establishes the terms under which South Bench Drive will be constructed. The City will be constructing the road with developer participation. By this agreement, the City will be required to complete the road in 2019. This will be a part of the project that takes South Bench Drive out to 475 East.

The geotechnical report indicates there were 9 test pits dug to a depth of 11 feet. There was ground water in 3 of the pit at between 8.3' and 9.8'. The report recommends basements be kept at least 3' above ground water level.

STAFF RECOMMENDATION: I recommend approval of the Preliminary Plat subject to the City Council approval of the Development Agreement for this subdivision. I further recommend that the developer either install a land drain system or that we include a basement depth chart indicating lowest basement depths on a lot by lot basis, as we have done in other subdivisions.



VICINITY MAP
SCALE: NONE



BOUNDARY DESCRIPTION

ALL OF LOT 5 AND A PORTION OF LOT 6, OF STAN COOK SUBDIVISION PHASE 2 AMENDED SUBDIVISION, IN THE NORTHWEST QUARTER OF SECTION 28, S NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING 500'36'39"W ALONG THE WEST SECTION LINE BETWEEN THE NORTHWEST CORNER AND THE WEST QUARTER CORNER, 431.51 FEET AND S89'23'48"E 1496.44 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 28; AND RUNNING THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 831.47 FEET, AN ARC LENGTH OF 107.35 FEET, A DELTA ANGLE OF 07'23'52", A CHORD BEARING OF N64'59'41"E, A RADIAL BEARING OF N21'18'23"W, AND A CHORD LENGTH OF 107.28 FEET; THENCE N62'26'35"E 32.14 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1619387.62 FEET, AN ARC LENGTH OF 710.66 FEET, A DELTA ANGLE OF 00'01'31", A CHORD BEARING OF S47'18'31"E, A RADIAL BEARING OF N42'42'14"E, AND A CHORD LENGTH OF 710.66 FEET; THENCE S01'04'36"W 1306.76 FEET; THENCE N88'37'55"W 664.59 FEET; THENCE N01'22'05"E 1712.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 1043487 SQUARE FEET OR 23.955 ACRES MORE OR LESS

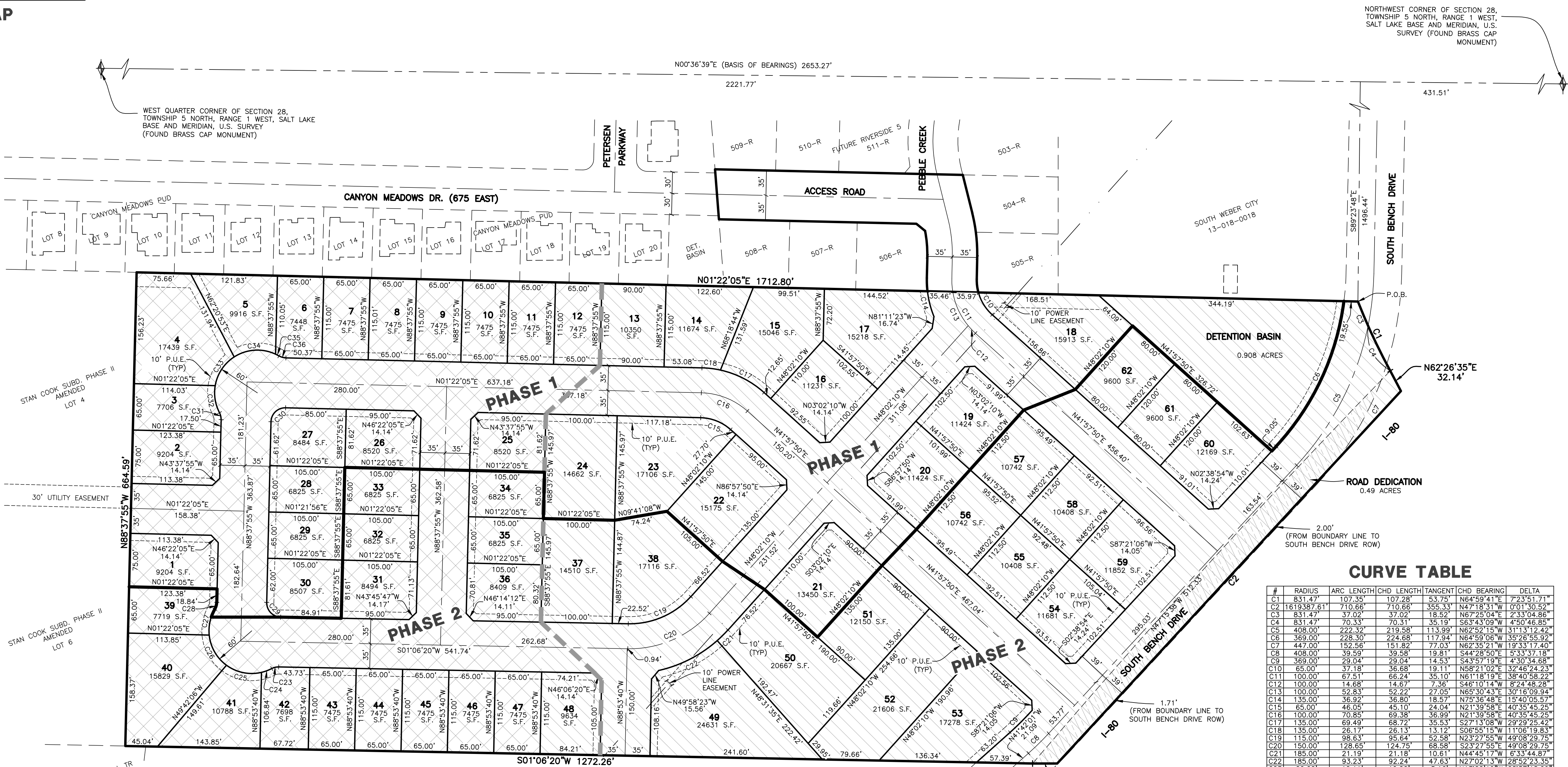
ZONING INFO.

ZONE R-M (RESIDENTIAL MODERATE DENSITY)

FRONT SETBACK: 25 FEET
REAR SETBACK: 25 FEET
SIDE SETBACK: 10 FEET MIN. EACH SIDE
SIDE SETBACK FACING STREET: 20 FEET

ZONE R-P (RESIDENTIAL PATIO)

FRONT SETBACK: 20 FEET
REAR SETBACK: 10 FEET
SIDE SETBACK: 6 FEET MIN. EACH SIDE
SIDE SETBACK FACING STREET: 20 FEET



CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	831.47	107.35	107.28	53.75	N64'59'41"E	72'31'51.71"
C2	1619387.61	710.66	710.66	355.33	N47'18'31"W	00'13'00.52"
C3	831.47	37.02	37.02	18.52	N67'25'04"E	2'33'04.86"
C4	831.47	70.33	70.31	35.19	S63'43'09"W	4'50'46.85"
C5	408.00	222.32	219.58	113.99	N62'52'15"W	31'13'12.42"
C6	369.00	228.30	224.68	117.94	N64'59'05"W	35'26'55.92"
C7	447.00	152.56	151.82	77.03	N62'39'21"W	19'33'11.40"
C8	408.00	39.59	39.58	19.81	S44'28'50"E	5'33'37.18"
C9	369.00	29.04	29.04	14.53	S43'57'19"E	4'30'34.68"
C10	65.00	37.18	36.68	19.11	N58'21'02"E	37'45'24.23"
C11	100.00	67.51	66.24	35.10	N61'18'19"E	38'40'58.22"
C12	100.00	14.68	14.67	7.36	S46'10'14"W	8'24'48.28"
C13	100.00	52.83	52.27	27.05	N65'30'43"E	30'16'09.94"
C14	135.00	36.92	36.80	18.57	N75'36'48"E	15'40'05.57"
C15	65.00	46.05	45.10	24.04	N21'39'58"E	40'35'45.25"
C16	100.00	70.85	69.38	36.99	N21'39'58"E	40'35'45.25"
C17	135.00	69.49	68.72	35.53	S27'13'08"W	28'23'25.42"
C18	135.00	26.17	26.15	13.12	S05'55'15"W	1'06'19.83"
C19	115.00	98.63	95.64	52.58	N23'27'55"W	49'08'29.75"
C20	150.00	128.65	124.75	68.58	S23'27'55"E	49'08'29.75"
C21	185.00	21.19	21.18	10.61	N44'45'19"W	6'33'44.87"
C22	185.00	93.23	92.24	47.63	N27'02'13"W	28'52'23.35"
C23	20.00	10.11	10.00	5.16	N1'32'19"W	28'57'18.09"
C24	60.00	15.43	15.38	7.76	S20'25'03"E	14'43'50.17"
C25	60.00	51.72	50.14	27.59	S11'34'41"W	49'23'37.27"
C26	60.00	50.25	48.79	26.70	S60'15'55"W	47'58'50.61"
C27	60.00	37.77	37.15	19.53	N77'42'38"W	36'04'03.14"
C28	20.00	5.16	5.16	5.16	N74'09'10"W	28'57'18.09"
C29	20.00	31.51	28.35	20.09	N46'14'12"E	90'15'45.00"
C30	20.00	31.42	28.28	20.00	S43'37'55"E	90'00'00.00"
C31	20.00	10.11	10.00	5.16	S76'53'26"W	28'57'18.09"
C32	60.00	19.13	18.44	9.44	N81'05'40"E	37'21'45.96"
C33	60.00	49.63	48.23	26.34	S56'31'35"E	47'23'45.10"
C34	60.00	60.61	58.07	33.18	N03'53'20"W	57'52'44.60"
C35	60.00	5.32	5.32	5.32	N27'41'13"E	51'16'20.51"
C36	20.00	10.11	10.00	5.16	N15'50'44"E	28'57'18.09"

LEGEND

- SECTION CORNER
- BOUNDARY LINE
- LOT LINE
- ROAD CENTERLINE
- ADJOINING PROPERTY
- SECTION LINE
- EASEMENT
- POWER LINE
- P.U.E.
- PUBLIC UTILITY EASEMENT
- EXISTING BUILDING
- R-M PRUD AREA
- R-P AREA
- ROAD DEDICATION

DESIGN SPECS.

TOTAL AREA.....23.97 ACRES
R-P AREA.....9.13 ACRES
R-M AREA.....14.84 ACRES
NET DEVELOPABLE AREA.....15.50 ACRES
OPEN SPACE AREA.....0.91 ACRES
62 LOTS PROPOSED

Stan Cook Property

South Weber City, Davis County, Utah

Reeve & Associates, Inc.
5160 S. 1500 W., RIVERDALE, UTAH 84405
TEL: (801) 621-1100 FAX: (801) 621-2666 WWW.REVEE-ASSOC.COM
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS

REVISIONS	DESCRIPTION
DATE	

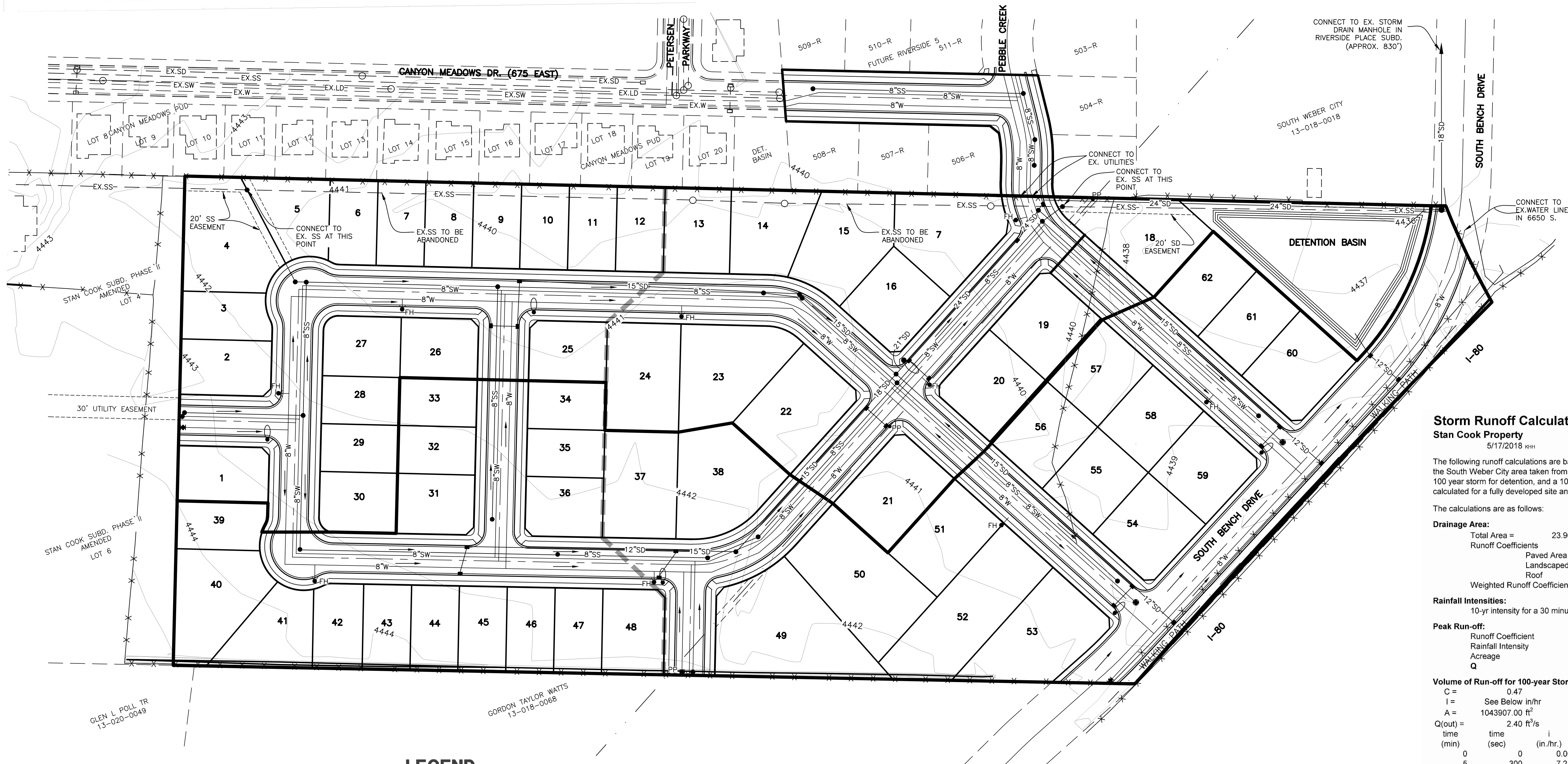
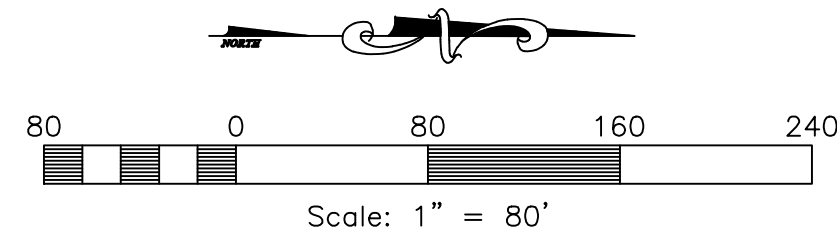
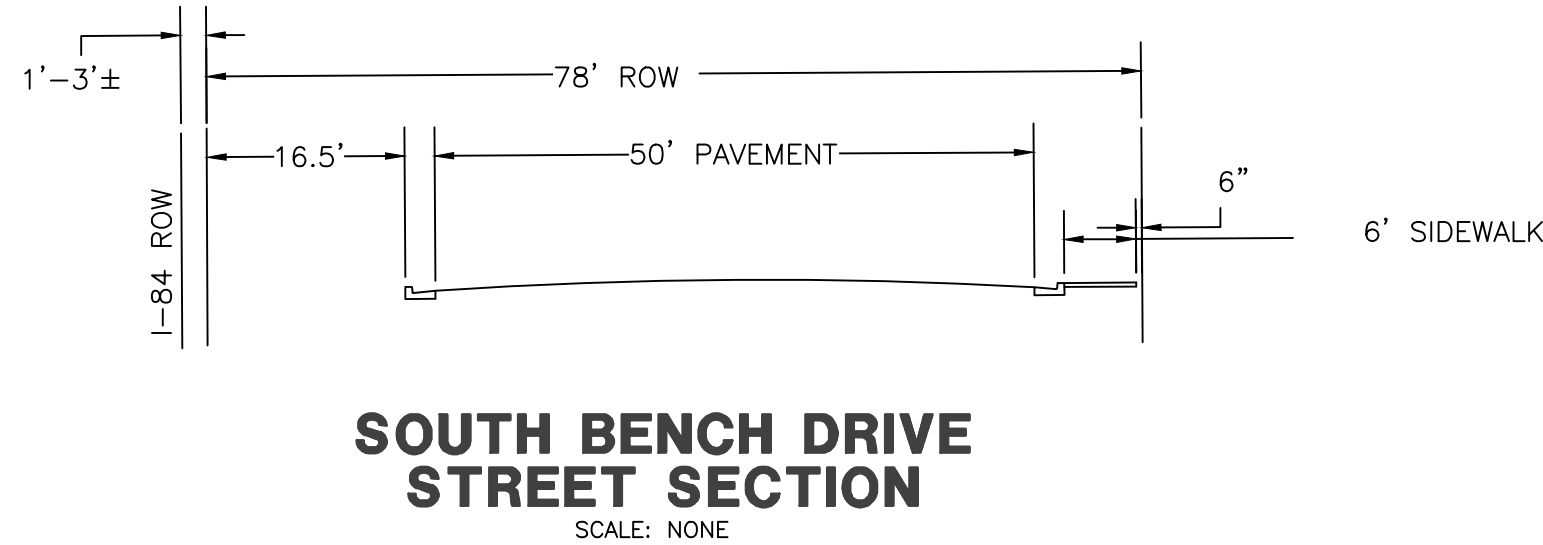
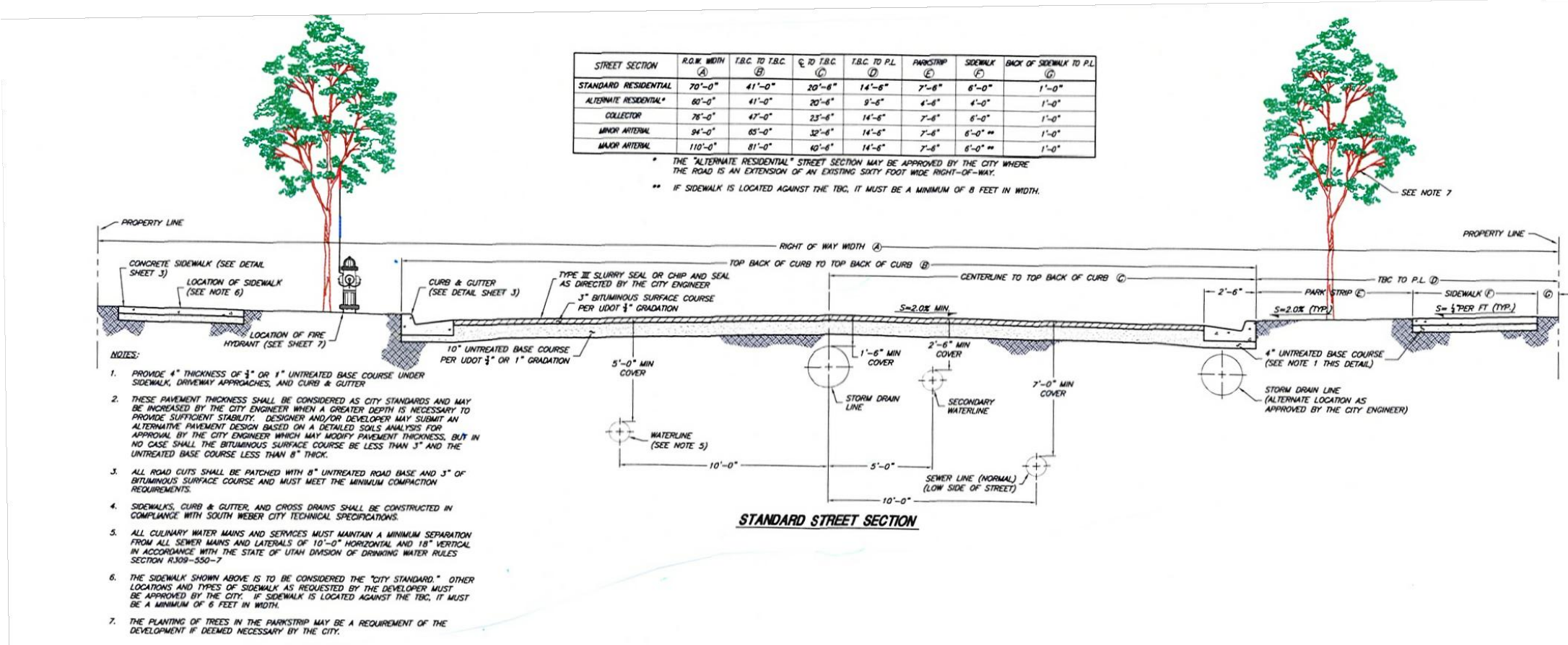
Stan Cook Property
PART OF THE NORTHWEST QUARTER OF SECTION 28, T.5N., R.1W., S.1B. & M., U.S. SURVEY
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

Preliminary Plat
'Not to be Recorded'

Project Info.
Engineer: N. Reeve
Designer: C. Cave
Begin Date: August 28, 2017
Name: STAN COOK PROPERTY
Number: 1301-D25

Sheet **2**
1 Sheets

Revised: 6-7-18



Storm Runoff Calculations

Stan Cook Property
5/17/2018 RSH

The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for the South Weber City area taken from the NOAA Atlas 14 data provided in the city standards, using a 100 year storm for detention, and a 10 year storm for pipe conveyance. Storm water runoff has been calculated for a fully developed site and limited to a release rate of 0.1 cfs/acre.

The calculations are as follows:

Drainage Area:
Total Area = 23.96 acre or 1,043,907 ft²
Runoff Coefficients
Paved Area 280,676 C = 0.9
Landscaped Area 639,231 C = 0.2
Roof 124,000 C = 0.9
Weighted Runoff Coefficient C = 0.47

Rainfall Intensities:
10-yr intensity for a 30 minute TOC - Pipe Capacity 1.56 in/hr

Peak Run-off:
Runoff Coefficient C = 0.47
Rainfall Intensity i = 1.56 IN./HR.
Acreage A = 23.96 ACRES
Q = 17.62 cfs

Volume of Run-off for 100-year Storm Event:
C = 0.47
i = See Below in/hr
A = 1043907.00 ft²
Q(0.1) = 2.40 ft³/s (0.1 cfs per acre)

time (min)	time (sec)	i (in./hr.)	Q (cfs)	Vol. in (cf)	Vol. out (cf)	Difference (cf)
0	0	0.00	0.00	0	0	0
5	300	7.21	82.12	24637	719	23918
10	600	5.48	62.42	37451	1438	36013
15	900	4.53	51.60	46438	2157	44281
30	1800	3.05	34.74	62532	4314	58218
60	3600	1.89	21.53	77499	8627	68871
120	7200	1.08	12.30	88570	17255	71315
180	10800	0.74	8.42	90907	25882	65025
360	21600	0.41	4.66	100625	51764	48861
720	43200	0.25	2.86	123506	103528	19978
1440	86400	0.14	1.59	137775	207056	-69281

Aboveground Basin Sizing
Top Area 30963
Bottom Area 24126
Depth 3
Average Area 27545
Volume 82634 ft³

SUMMARY:
The required storage volume is 71,315 cubic feet

NOTES

- LAND DRAIN IS NOT REQUIRED PER GEOTECHNICAL REPORT BY CMT ENGINEERING LABORATORIES. (CMT PROJECT NO. 10868, DATED MARCH 8, 2018)
- ALL STREETS SHOWN HEREON ARE 70' PUBLIC RIGHT OF WAY EXCEPT SOUTH BENCH DRIVE (78' RIGHT OF WAY)
- CONTOURS ARE SHOWN IN ONE FOOT INTERVALS
- LAND USE SEPARATION FENCING WILL BE INSTALLED ALONG AGRICULTURAL ZONED NEIGHBORING PROPERTIES.
- PROPERTY IS IN FEMA FLOOD ZONE X ACCORDING TO FEMA FLOOD MAP 490110C0089 EFF. 6-18-2007

LEGEND

- BOUNDARY LINE
- LOT LINE
- ADJOINING PROPERTY
- ROAD CENTERLINE
- EASEMENT
- POWER LINE
- SS = PROPOSED SANITARY SEWER LINE
- EX.SS = EXISTING SANITARY SEWER LINE
- SW = PROPOSED SECONDARY WATER LINE
- EX.SW = EXISTING SECONDARY WATER LINE (SIZE VARIES)
- W = PROPOSED CULINARY WATER LINE (SIZE VARIES)
- EX.W = EXISTING CULINARY WATER LINE
- SD = PROPOSED STORM DRAIN (SIZE VARIES)
- EX.SD = EXISTING STORM DRAIN
- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER/ STORM DRAIN MANHOLE
- PROPOSED STORM DRAIN MANHOLE
- PROPOSED SINGLE GRATE CATCH BASIN WITH BICYCLE-SAFE GRATE
- EXISTING CATCH BASIN
- AIR-VAC ASSEMBLY
- PROPOSED STREET LIGHT
- POWER POLE
- PLUG W/ 2" BLOW-OFF
- EXISTING LAND DRAIN
- EXISTING FENCE LINE

Stan Cook Property

South Weber City, Davis County, Utah

Developer:

Nilson Homes
Mark Staples
5617 S. 1475 E.
Ogden, UT. 84403
(801) 392-8100

REVISIONS	DESCRIPTION
DATE	

Stan Cook Property
PART OF THE NORTHWEST QUARTER OF SECTION 28, T.5N., R.1W., S.1B & M., U.S. SURVEY
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

Preliminary Utilities Plat
'Not to be Recorded'

Project Info.
Engineer: N. Reeve
Designer: C. Cave
Begin Date: August 28, 2017
Name: STAN COOK PROPERTY
Number: 1301-025

stewart title

Jodi Eskelsen
Escrow Officer

Stewart Title Insurance Agency of
Utah, Inc.
5734 South 1475 East, Ste 100
Ogden, UT 84403
(801) 479-7911 Phone
(801) 752-6902 Fax
jodi.eskelsen@stewart.com

We appreciate your order for the title work on the property referenced below. Please find the attached title commitment for your review which contains important information regarding this transactions.

Questions?

This transaction is available on SureClose, our secure transaction management system. SureClose will take your paper mess and turn it paperless by providing all of your Real Estate and Closing documents online, anytime, anywhere. Contact your Escrow Officer at Stewart Title Insurance Agency of Utah, Inc. to obtain your secure login and password.

When calling regarding this real estate transaction, please reference the following information:

Escrow Officer:	Jodi Eskelsen
Email Address:	jodi.eskelsen@stewart.com
Order Number:	01459-35800
Property Address:	N/A
	UT
Seller	James D. Cook
Buyer/Borrower:	Nilson and Company Inc., Db a Nilson Homes

Your review of the report will eliminate any surprises at the closing table, allow time to address any problems which may require your attention, provide up to date facts which may affect your clients, and assure a smooth closing.

Your business is very valuable to us. We are staffed and ready to provide you with the best service possible. If we ever fall short of your expectations, please notify us immediately as we are committed to your success.

Sincerely,

Jodi Eskelsen
Escrow Officer

NOTICE

Due to change to the Good Funds requirements per Utah Code 31A-23a-406, all funds received by the Company must be made by bank wire transfer.

stewart title

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

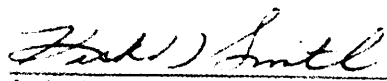
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

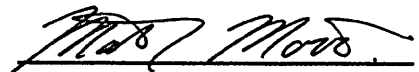
If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

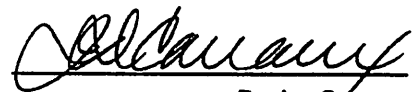


Authorized Countersignature

Stewart Title Insurance Agency of Utah, Inc.
6955 South Union Park Center
Suite 370
Midvale, UT 84047
(801) 566-5545



Matt Morris
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 01459-35800

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 1 of 3

AMERICAN
LAND TITLE
ASSOCIATION



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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File No. 01459-35800

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 2 of 3

AMERICAN
LAND TITLE
ASSOCIATION



- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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File No. 01459-35800

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 3 of 3



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Stewart Title Insurance Agency of Utah, Inc.
Issuing Office: 6955 South Union Park Center, Suite 370, Midvale, UT 84047
ALTA® Universal ID: N/A
Loan ID Number:
Commitment Number: 01459-35800
Issuing Office File Number: 01459-35800
Property Address: N/A, UT
Revision Number:

1. **Commitment Date:** May 07, 2018 at 8:00 A.M.

2. **Policy to be issued:**

Proposed Policy Amount

(a) ALTA Owner's Policy Standard

Proposed Insured: Nilson and Company Inc., Db a Nilson Homes

(b) ALTA Loan Policy Standard

Proposed Insured:

3. **The estate or interest in the Land described or referred to in this Commitment is:**

Fee Simple

4. **Title to the said estate or interest in the Land is at the Commitment Date hereof vested in:**

James D. Cook

5. **The Land is described as follows:**

Lot 5, STAN COOK SUBDIVISION PHASE II AMENDED, according to the Official Plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

Tax ID No. 13-275-0005

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File No. 01459-35800

ALTA Commitment For Title Insurance Schedule 8-1-16

Page 1 of 1



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 01459-35800

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
6. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
7. Pay all general and special taxes now due and payable.
8. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Assoc. or other recognized arbitrator a copy of which is available on request and can be obtained from the Company. Any decision reached by arbitration shall be binding upon both you and Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of property jurisdiction.
9. This Commitment will be subject to defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment if not cleared prior to recordation of the insured interest.
10. Release(s), reconveyance(s), or satisfaction(s), of items to be paid off.
11. Notice to Applicant: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same on request, if available, either with or without charge as appears appropriate.
12. Notice to Applicant: The land covered herein may be serviced by districts, service companies and/or municipalities, which assesses charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.
13. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$120.00.
14. Standard Exceptions 1 - 7 of Schedule B, Section 2, will be eliminated from the ALTA Loan Policy and the ALTA Homeowner's Policy upon satisfaction of any underwriting requirements.

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File No. 01459-35800

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 1



ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 01459-35800

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Taxes for the year 2018 are now a lien, but not yet due. Current Tax ID No. 13-275-0005.
(2017 taxes were paid in the amount of \$15.13)
9. Said property is located within the boundaries of Weber Basin Water Conservancy District, Mosquito Abatement District, Central Weber Sewer District (546-1235), and is subject to the charges and assessments levied thereunder.

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File No. 01459-35800

UT ALTA Commitment For Title Insurance Schedule 8-1-16

Page 1 of 3



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

10. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, which becomes effective upon a change in the use of all or part of eligible land, by reason of that certain Application For Assessment And Taxation Of Agricultural Land, recorded February 21, 2012 as Entry No. 2644428, in Book 5462, at Page 374, of Official Records.
11. Water rights, claims or title to water, whether or not the matters are shown by the Public Records.
12. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, or under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
13. Agreement and Grant of Easement and the terms, conditions and limitations contained therein, recorded May 28, 1992, as Entry No. 974408, in Book 1500, at Page 74 of County Records.
14. Agreement and Grant of Easement and the terms, conditions and limitations contained therein, recorded June 2, 1992, as Entry No. 975294, in Book 1501, at Page 899 of County Records.
15. Easement and Right of Way and the terms, conditions and limitations contained therein, recorded July 21, 1995, as Entry No. 1189992, in Book 1896, at Page 1465 of County Records.
16. Easement and Right of Way and the terms, conditions and limitations contained therein, recorded July 21, 1995, as Entry No. 1189994, in Book 1896, at Page 1469 of County Records.
17. Easement and the terms, conditions and limitations contained therein, recorded September 23, 2003, as Entry No. 1912955, in Book 3380, at Page 186 of County Records.
18. Subject to easements, building setback lines, restrictions, dedications or offer for dedications if any, conditions of approval if any, and notes if any, all as set forth on the recorded plat.
19. Access Agreement and the terms, conditions and limitations contained therein, recorded July 1, 2010, as Entry No. 2537685, in Book 5058, at Page 234 of County Records.
20. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by Law and not shown by the public records.** REQUIREMENTS: This exception may be deleted from the policy if no preliminary notices have been filed with the State Construction Registry (SCR), and the following requirements are met: (1) The SCR must be searched prior to recording of the construction trust deed. (2) (New Construction) Notice of Construction Loan must be filed with the SCR. (3) (Completed Construction) Certificate of Occupancy must be filed with the SCR, and verification that all contractors who have filed with the SCR have been paid. (4) Construction Indemnity Agreement signed by the Owner.

NOTE: No existing Deed of Trust appears of record. If this information is not correct, please notify the company as

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File No. 01459-35800

UT ALTA Commitment For Title Insurance Schedule 8-1-16

Page 2 of 3



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

soon as possible to provide information regarding the existing loan.

NOTE: Judgments have been checked against the following:

James D. Cook
Nilson and Company Inc., DbA Nilson Homes

There were NO judgments found.

CHAIN OF TITLE

According to the Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows:

NONE

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File No. 01459-35800

UT ALTA Commitment For Title Insurance Schedule 8-1-16

Page 3 of 3



STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056



Jodi Eskelsen
Escrow Officer

Stewart Title Insurance Agency of
Utah, Inc.
5734 South 1475 East, Ste 100
Ogden, UT 84403
(801) 479-7911 Phone
(801) 752-6902 Fax
jodi.eskelsen@stewart.com

We appreciate your order for the title work on the property referenced below. Please find the attached title commitment for your review which contains important information regarding this transactions.

Questions?

This transaction is available on SureClose, our secure transaction management system. SureClose will take your paper mess and turn it paperless by providing all of your Real Estate and Closing documents online, anytime, anywhere. Contact your Escrow Officer at Stewart Title Insurance Agency of Utah, Inc. to obtain your secure login and password.

When calling regarding this real estate transaction, please reference the following information:

Escrow Officer:	Jodi Eskelsen
Email Address:	jodi.eskelsen@stewart.com
Order Number:	01459-35799
Property Address:	6966 South 725 East South Weber, UT 84405
Seller	Stanley R. Cook and Bonnie B. Cook
Buyer/Borrower:	Nilson and Company Inc., DBA Nilson Homes

Your review of the report will eliminate any surprises at the closing table, allow time to address any problems which may require your attention, provide up to date facts which may affect your clients, and assure a smooth closing.

Your business is very valuable to us. We are staffed and ready to provide you with the best service possible. If we ever fall short of your expectations, please notify us immediately as we are committed to your success.

Sincerely,

Jodi Eskelsen
Escrow Officer

NOTICE

Due to change to the Good Funds requirements per Utah Code 31A-23a-406, all funds received by the Company must be made by bank wire transfer.

stewart title

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

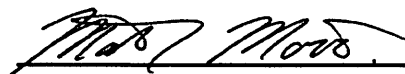
If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:



Authorized Countersignature

Stewart Title Insurance Agency of Utah, Inc.
6955 South Union Park Center
Suite 370
Midvale, UT 84047
(801) 566-5545



Matt Morris
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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File No. 01459-35799

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 1 of 3

AMERICAN
LAND TITLE
ASSOCIATION



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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File No. 01459-35799

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Stewart Title Insurance Agency of Utah, Inc.
Issuing Office: 6955 South Union Park Center, Suite 370, Midvale, UT 84047
ALTA® Universal ID: N/A
Loan ID Number:
Commitment Number: 01459-35799
Issuing Office File Number: 01459-35799
Property Address: 6966 South 725 East, South Weber, UT 84405
Revision Number:

1. Commitment Date: May 14, 2018 at 8:00 A.M.

2. Policy to be issued:	Proposed Policy Amount
(a) ALTA Owner's Policy Standard	\$1,000,000.00

Proposed Insured: Nilson and Company Inc., DBA Nilson Homes

(b) ALTA Loan Policy Standard

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. Title to the said estate or interest in the Land is at the Commitment Date hereof vested in:

Stanley R. Cook and Bonnie B. Cook, husband and wife, as joint tenants

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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ALTA Commitment For Title Insurance Schedule 8-1-16

Page 1 of 2



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A" LEGAL DESCRIPTION

All of Lot 6, STAN COOK SUBDIVISION PHASE 2 AMENDED, South Weber City, Davis County, Utah, according to the Official Plat thereof.

Together with a 10.00 foot wide public utility and drainage easement to be used for the installation, maintenance, and operation of public utility service lines and drainage as may be authorized by South Weber City Ordinances along the North, East, South and West 10.00 feet of Lot 6, Stan Cook Subdivision Phase 2, located in the West half of Section 28, Township 5 North, Range 1 West of the Salt Lake Base and Meridian, South Weber City, Davis County, Utah Survey.

Less and Excepting:

A 60 foot right-of-way to be quit-claimed to Gordon T. and Connie W. Watts and Stanley R. and Bonnie B. Cook by Stanley R. Cook and Zora R. Cook, Trust (Stanley R. Cook, Executor) to be used as a road. When road is constructed and accepted by the City all parties will deed said property to the City. The property is described as follows:

Beginning at the Northwestern corner of the Watts property and on the Southwesterly line of the freeway which is given as West 499.62 feet and South 857.16 feet from the Northeast Corner of the Northwest Quarter of Section 28, Township 5 North Range 1 West, Salt Lake Meridian; said point of beginning is 140.00 feet radially distant Southwesterly from the center line of the East bound lane of the freeway; and running thence Northwesterly 760.00 feet more or less along the Southwesterly line of the freeway and along the arc of 11, 319.16 foot radius curve to the left (Note: Tangent to said curve at its beginning bears N 45°48'35" W) Long chord bears N 47° 44' W 759.85 feet to the Southerly line of 6650 South Street; thence along the Southerly line of 6650 South Street an arc distance of 60.57 feet (Long chord bears S 49° 00' 52" W 60.42 feet; thence along the arc of an 11,259.16 foot radius curve to the right an arc distance of 821.64 feet (Long chord bears S 47° 43' 56" E 821.49 feet) to the West line of the Watts property; thence North along the West line of the Watts property 81.08 feet to the point of beginning. Description includes access road as deeded in Book 439, Page 312.

Also Less and Excepting:

BEG 7.57 CHS W & 857.16 FT S FR THE NE COR OF NW 1/4 OF SEC 28, T5N-R1W; SLM; SD PT BEING ON SW'LY LN OF A HWY, 140 FT RAD DIST SW'LY FR THE CENTER LN OF E BNDRY LINE OF SD HWY; TH SE'LY 81 FT M/L ALONG THE ARC OF AN 11,319.16 FT RAD CURVE TO RIGHT TO A PT OPPO ENG STA 169+00 (NOTE: TANG TO SD 11,319.16 FT RAD CURVE AT ITS POB BEARS APPROX S 45°26' E) TH S 39°01' E 99.24 FT; TH S 45°37' E 494.26 FT TO A PT 130 FT RAD DIST SW'LY FR THE CEN LN OF SD E BNDY LINE; TH SE'LY 261 FT M/L; ALG THE ARC OF AN 11,329.16 FT RAD CURVE TO THE RIGHT TO A PT 2.33 CHS E OF THE E LN OF SD NW1/4; TH S 592.82 FT; TH W 9.95 CHS; TH N 1272.82 FT, M/L TO THE POB.

Tax ID No. 13-275-0009

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File No. 01459-35799

ALTA Commitment For Title Insurance Schedule 8-1-16

Page 2 of 2



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 01459-35799

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
6. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
7. Pay all general and special taxes now due and payable.
8. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Assoc. or other recognized arbitrator a copy of which is available on request and can be obtained from the Company. Any decision reached by arbitration shall be binding upon both you and Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of property jurisdiction.
9. This Commitment will be subject to defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment if not cleared prior to recordation of the insured interest.
10. Release(s), reconveyance(s), or satisfaction(s), of items to be paid off.
11. Notice to Applicant: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same on request, if available, either with or without charge as appears appropriate.
12. Notice to Applicant: The land covered herein may be serviced by districts, service companies and/or municipalities, which assesses charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.
13. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$120.00.
14. Standard Exceptions 1 - 7 of Schedule B, Section 2, will be eliminated from the ALTA Loan Policy and the ALTA Homeowner's Policy upon satisfaction of any underwriting requirements.

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File No. 01459-35799

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 1



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 01459-35799

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Taxes for the year 2018 are now a lien, but not yet due. Tax ID No. 13-275-0009.
(2017 taxes were paid in the amount of \$1,753.43)
9. The terms and provisions of the Farmland Assessment Act of 1969" in Title 59 Chapter 2, Part 5 of the Utah Code, and amendments thereof, disclosed by that certain Application for Taxation of Agricultural Land, recorded September 13, 2012, as Entry No. 2686770, in Book 5605 at Page 155, of Official Records, which, in part, provides for the right of Davis County to reassess said property for previous years and the collection of additional

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File No. 01459-35799

UT ALTA Commitment For Title Insurance Schedule 8-1-16

Page 1 of 4



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

taxes resulting from any such reassessment.

10. Subject to the rights of the Davis County Assessor to assess property/improvements not previously assessed.
11. Said property is included within the boundaries of Weber Basin Water, Mosquito Abatement, and Central Weber Sewer District and is subject to the charges and assessments thereof.
12. RESOLUTION NO. 34-92, CENTRAL WEBER SEWER DISTRICT ANNEXATION and the terms, conditions and limitations contained therein:
Recorded: December 18, 1992
Entry No.: 1008530
Book/Page: 1566/102
13. Water rights, claims or title to water, whether or not the matters are shown by the Public Records.
14. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
15. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantee: UTAH POWER & LIGHT COMPANY
Recorded: January 20, 1948
Entry No.: 100720
Book/Page: "R" of Liens & Leases/48
16. AGREEMENT AND GRANT OF EASEMENT and the terms, conditions and limitations contained therein:
Recorded: May 28, 1992
Entry No.: 974408
Book/Page: 1500/74
17. AGREEMENT AND GRANT OF EASEMENT and the terms, conditions and limitations contained therein:
Recorded: June 2, 1992
Entry No.: 975294
Book/Page: 1501/899
18. PRIVATE MAINTENANCE AGREEMENT FOR STAN COOK SUBDIVISION and the terms, conditions and limitations contained therein:
Recorded: March 18, 2003
Entry No.: 1843807
Book/Page: 3249/980
19. DEVELOPER'S SUBDIVISION AGREEMENT WITH SOUTH WEBER CITY and the terms, conditions and limitations contained therein:
Recorded: October 20, 2005

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UT ALTA Commitment For Title Insurance Schedule 8-1-16

Page 2 of 4



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

Entry No.: 2115741
Book/Page: 3895/561

20. ESCROW SUBDIVISION AGREEMENT and the terms, conditions and limitations contained therein:
Recorded: October 20, 2005
Entry No.: 2115742
Book/Page: 3895/568
21. Easement for installation and maintenance of utilities and drainage facilities, and incidental purposes are reserved, as shown on the recorded plat of said Subdivision.
22. "Notes, Narrative", as set forth on the recorded plat thereof and the terms, conditions and limitations contained therein.
23. ACCESS AGREEMENT and the terms, conditions and limitations contained therein:
Recorded: July 1, 2010
Entry No.: 2537685
Book/Page: 5058/234
24. ACCESS AGREEMENT and the terms, conditions and limitations contained therein:
Recorded: November 5, 2010
Entry No.: 2565021
Book/Page: 5146/252
25. SHARED ROADWAY AND MAINTENANCE AGREEMENT and the terms, conditions and limitations contained therein:
Recorded: March 27, 2015
Entry No.: 2856525
Book/Page: 6233/777
26. The rights of parties in possession of subject property under unrecorded Contracts, Leases, Rental or Occupancy Agreements and any claims and/or liens thereunder.
27. Any matters that might be disclosed by an accurate survey of said premises.

NOTE: No existing Deed of Trust appears of record. If this information is not correct, please notify the Company as soon as possible to provide information regarding the existing loan.

NOTE: Judgments have been checked against the following:

Stanley R. Cook and Bonnie B. Cook, husband and wife, as joint tenants
Nilson and Company Inc., DBA Nilson Homes

There were NO judgments found.

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Page 3 of 4



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

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Exceptions

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UT ALTA Commitment For Title Insurance Schedule 8-1-16

Page 4 of 4



STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

CMTENGINEERING LABORATORIES



GEOTECHNICAL ENGINEERING STUDY

Stan Cook Property

About 675 East 6650 South
South Weber, Utah

Prepared For:

Mr. Mark Staples
Nilson Homes
5617 South 1475 East
South Ogden, UT 84403

CMT Project No. 10868
March 8, 2018

Engineering

Geology

Environmental (ESA I & II)

Organic Chemistry

Materials Testing

Special Inspections

CMT ENGINEERING LABORATORIES

March 8, 2018

Mr. Mark Staples
Nilson Homes
5617 South 1475 East
South Ogden, UT 84403

Subject: Geotechnical Engineering Study
Stan Cook Property
About 675 East 6650 South
South Weber, Utah
CMT Project Number: 10868

Mr. Staples:

Submitted herewith is the report of our geotechnical engineering study for the subject site. This report contains the results of our findings and an engineering interpretation of the results with respect to the available project characteristics. It also contains recommendations to aid in the design and construction of the earth related phases of this project.

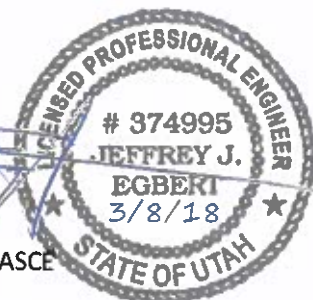
On January 30, 2018, a CMT Engineering Laboratories (CMT) geologist was on-site and supervised the excavation of 9 test pits extending to a depth of about 10.5 to 11.0 feet below the existing ground surface. Soil samples were obtained during the field operations and subsequently transported to our laboratory for further testing and observation.

Conventional spread and/or continuous footings may be utilized to support the proposed residences, provided the recommendations in this report are followed. A detailed discussion of design and construction criteria is presented in this report.

We appreciate the opportunity to work with you at this stage of the project. CMT offers a full range of Geotechnical Engineering, Geological, Material Testing, Special Inspection services, and Phase I and II Environmental Site Assessments. With offices throughout Northern Utah and Arizona, our staff is capable of efficiently serving your project needs. If we can be of further assistance or if you have any questions regarding this project, please do not hesitate to contact us at (801) 870-6730.

Sincerely,
CMT Engineering Laboratories

Jeffrey J. Egbert, P.E., LEED A.P., M. ASCE
Senior Geotechnical Engineer



Reviewed by:

A handwritten signature in blue ink that reads "Bryan N. Roberts".

Bryan N. Roberts, P.E.
Senior Geotechnical Engineer

ENGINEERING • ENVIRONMENTAL (ESA I & II) • MATERIALS TESTING • SPECIAL INSPECTIONS • ORGANIC CHEMISTRY

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OGDEN OFFICE: 707 24TH STREET, SUITE 1A, OGDEN, UTAH 84401 • TEL: (801) 870-6730
SALT LAKE CITY OFFICE: 2796 S. REDWOOD ROAD, SALT LAKE CITY, UTAH 84119 • TEL: (801) 908-5954 • FAX: (801) 972-9075
UTAH COUNTY OFFICE: 496 EAST 1750 NORTH, SUITE B, VINEYARD, UTAH 84057 • TEL: (801) 492-4132
ATL/ARIZONA OFFICE: 2921 NORTH 30TH AVENUE, PHOENIX, ARIZONA 85017 • TEL: (602) 241-1097 • FAX: (602) 2771306
EMAIL = cmt@cmtlaboratories.com

CMTENGINEERING LABORATORIES

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1.0 INTRODUCTION

1.1 General

CMT Engineering Laboratories (CMT) was retained to conduct a geotechnical subsurface study for the proposed development of approximately 23.5 acres as a residential subdivision. The parcel is situated on the south side

of Interstate 84 and east of South Canyon Meadows Drive in South Weber, Utah, as shown on the **Vicinity Map** below.



Vicinity Map

1.2 Objectives, Scope and Authorization

The objectives and scope of our study were planned in discussions between Mr. Mark Staples of Nilson Homes and Mr. Andrew Harris of CMT Engineering Laboratories (CMT). In general, the objectives of this study were to define and evaluate the subsurface soil and groundwater conditions at the site, and provide appropriate foundation, earthwork, and pavement recommendations and seismic information to be utilized in the design and construction of the proposed development.

In accomplishing these objectives, our scope of work has included performing field exploration, which consisted of the excavating/logging/sampling of 9 test pits, performing laboratory testing on representative samples, and conducting an office program, which consisted of correlating available data, performing engineering analyses, and preparing this summary report.

1.3 Description of Proposed Construction

We understand that the proposed structures will be single family residences which we project will have two levels of wood frame construction above grade, with a possible single level of reinforced concrete below grade (basement) if conditions allow. Maximum continuous wall and column loads for the single family residential structures are anticipated to be 1 to 3 kips per lineal foot and 10 to 25 kips, respectively.. Floor slab loads are anticipated to be relatively light, with an average uniform loading not exceeding 100 pounds per square foot. If the loading conditions are different than we have projected, please notify us so that any appropriate modifications to our conclusions and recommendations contained herein can be made.

We anticipate that asphalt-paved residential streets will be constructed as part of the development. Traffic is projected to consist of a light volume of automobiles and pickup trucks, a few weekly medium-weight delivery trucks, school busses, a weekly garbage truck, and an occasional fire truck.

Site development will require some earthwork in the form of minor cutting and filling. A site grading plan was not available at the time of this report, but we project that maximum cuts and fills may be on the order of 2 to 3 feet. Larger cuts and fills may be required in isolated areas. If site grading fills are planned greater than 3 feet, CMT should be notified to provide additional recommendations, if needed.

1.4 Executive Summary

Our evaluation indicates that proposed residences can be supported upon conventional spread and continuous wall foundations established upon suitable, undisturbed, natural soils or upon structural fill extending to suitable natural soils. Structures should not be placed on undocumented fill, topsoil, deleterious materials or within ponded water.

The most significant geotechnical aspects regarding site development include the following:

1. Up to about 6 to 9 inches of topsoil on the surface of the site;
2. Some surface variability of natural soils; and
3. Groundwater was encountered at moderately shallow depths of about 8 feet which may affect the practical depth of basements.

It is recommended that the top of the lowest habitable slab be kept a minimum of 3.0 feet above the measured groundwater level. If deeper sublevels are anticipated then landrains and foundation drains must be considered. Recommendations for foundation drain may be provided upon request.

The natural unsaturated soils may be re-utilized as structural site grading fill if they meet the requirements as stated within this report. However, please note that the fine-grained clay and silt soils are inherently more difficult to properly moisture conditions and rework. Further these soils become extremely difficult if not impossible to properly condition and recompact during wet and cold periods of the year.

CMT must assess that topsoil, undocumented fills, debris, disturbed or unsuitable soils have been removed and that suitable, soils have been encountered prior to placing site grading fills, footings, slabs, and pavements.

In the following sections, detailed discussions pertaining to the site and subsurface descriptions, geologic/seismic setting, earthwork, foundations, lateral resistance, lateral pressure, floor slabs, and pavements are provided.

2.0 FIELD EXPLORATION

In order to define and evaluate the subsurface soil and groundwater conditions at the site, 9 test pits were excavated with a backhoe throughout the site to depths of approximately 10.5 to 11.0 feet below the existing ground surface. Locations of the test pits are presented on **Figure 1, Site Plan**, included in the Appendix. The field exploration was performed under the supervision of an experienced member of our geotechnical staff.

Representative soil samples were collected by obtaining disturbed "grab" samples and cutting relatively undisturbed "block" samples from within each test pit. The samples were placed in sealed plastic bags and containers prior to transport to the laboratory.

The subsurface soils encountered in the test pits were logged and described in general accordance with ASTM¹ D-2488. Soil samples were collected as described above, and were classified in the field based upon visual and textural examination. These field classifications were supplemented by subsequent examination and testing of select samples in our laboratory. Graphical representations of the subsurface conditions encountered are presented on each individual Test Pit Log, **Figures 2 through 10**, included in the Appendix. A Key to Symbols defining the terms and symbols used on the logs, is provided as **Figure 11** in the Appendix.

Following completion of drilling operations, 1.25-inch diameter slotted PVC pipe was installed in test pits TP-2 through TP-8 to allow subsequent water level measurements.

When backfilling the test pits, only minimal effort was made to compact the backfill and no compaction testing was performed. Thus, settlement of the backfill in the test pits over time should be anticipated and the backfilled materials must be considered non-engineered.

3.0 LABORATORY TESTING

Selected samples of the subsurface soils were subjected to various laboratory tests to assess pertinent engineering properties, as follows:

1. Moisture Content, ASTM D-2216, Percent moisture representative of field conditions
2. Dry Density, ASTM D-2937, Dry unit weight representing field conditions
3. Atterberg Limits, ASTM D-4318, Plasticity and workability

¹American Society for Testing and Materials

4. Gradation Analysis, ASTM D-1140/C-117, Grain Size Analysis
5. One Dimension Consolidation, ASTM D-2435, Consolidation properties

Laboratory test results are presented on the test pit logs (**Figures 2 through 10**) and in the Lab Summary table on the following page:

Lab Summary Table

Test Pit	Depth (feet)	Soil Class	Sample Type	Moisture Content (%)	Dry Density (pcf)	Gradation			Atterberg Limits			Collapse (-) or Expansion (+)
						Grav	Sand	Fines	LL	PL	PI	
TP-1	1.75	ML	Block	17.7	86.9					NP		+0.5%
	6	GP	Bag	1.3		87	11	2				
TP-2	3.5	ML	Block	24.9	90.1							0
TP-3	1	SM	Block	4.0	97.4					NP		0
TP-4	2.5	SC/CL	Block	28.8	94.6			49				
TP-6	4	GP	Bag	1.8		74	24	2				
TP-7	1.5	CL	Block	19.1	92.3							
TP-8	1.5	CL	Block	20.3	89.3							0
	8	GP	Bag	2.9		79	19					
TP-9	7	GP	Bag	1.5				0				

Consolidation test results indicate the silt/clay soils at this site are normally consolidated to slightly over-consolidated and have low to moderate strength and moderately high compressibility characteristics under additional loading. Detailed results of the tests are maintained within our files and can be transmitted to you, upon your request.

4.0 GEOLOGIC & SEISMIC CONDITIONS

4.1 Geologic Setting

The subject site is located in the northeast portion of Davis County in north-central Utah. The central portion of the site sits at an elevation of approximately 4,446 feet above sea level. The site is located in a valley bound by the Wasatch Mountains on the east and Antelope Island (Great Salt Lake) and the Promontory Mountains to the west. The Valley is a deep, sediment-filled basin that is part of the Basin and Range Physiographic Province. The valley was formed by extensional tectonic processes during the Tertiary and Quaternary geologic time periods. The Valley is located within the Intermountain Seismic Belt, a zone of ongoing tectonism and seismic activity extending from southwestern Montana to southwestern Utah. The active (evidence of movement in the past 10,000 years) Wasatch Fault Zone is part of the Intermountain Seismic Belt and extends from southeastern Idaho to central Utah along the western base of the Wasatch Mountain Range.

Much of northwestern Utah, including the valley in which the subject site is located, was also previously covered by the Pleistocene age Lake Bonneville. The Great Salt Lake, located along the western margin of the valley and beyond, is a remnant of this ancient fresh water lake. Lake Bonneville reached a high-stand elevation of between approximately 5,100 and 5,200 feet above sea level at between 18,500 and 17,400 years ago.

Approximately 17,400 years ago, the lake breached its basin in southeastern Idaho and dropped by almost 300 feet relatively fast as water drained into the Snake River. Following this catastrophic release, the lake level continued to drop slowly over time, primarily driven by drier climatic conditions, until reaching the current level of the Great Salt Lake. Shoreline terraces formed at the high-stand elevation of the lake and several subsequent lower lake levels are visible in places on the mountain slopes surrounding the valley. Much of the sediment within the Valley was deposited as lacustrine sediments during both the transgressive (rise) and regressive (fall) phases of Lake Bonneville.

The site is also located approximately 3 miles west of the mouth of Weber Canyon, a major westward-draining canyon in the Wasatch Range cut by the Weber River. Thick deltaic deposits deposited at the mouth of the canyon during the time of Lake Bonneville have been down-cut by the Weber River during Holocene time forming a relatively narrow and low relief river valley extending westward from the mouth of the canyon and bounded on the north and south by slopes cut into the deltaic and older lacustrine deposits. The subject site is located within this narrow river valley.

The geology of the USGS Ogden, Utah 7.5 Minute Quadrangle, that includes the location of the subject site, has been mapped by Yankee and Lowe². The surficial geology on the southern $\frac{3}{4}$ of the subject site and adjacent properties to the east, south, and west is mapped as "Older stream alluvium" (Map Unit Qal₂) dated to be Holocene. The geology on the northern $\frac{1}{4}$ of the site and adjacent properties to the north, northwest, and northeast is mapped as "Younger stream alluvium" (Map Unit Qal₁) also dated to be Holocene. No fill has been mapped at the location of the site on the geologic map. Unit Qal₂ is described on the referenced map as "Clast-supported, moderately to well-sorted, pebble and cobble gravel, gravelly sand, and silty sand; deposited along inactive flood plains and terraces 3 to 9 meters (10-30 ft) above modern stream level; mapped where fluvial processes are generally no longer active; exposed thickness less than 6 meters (20 ft)." Unit Qal₁ is described in the mapping as "Clast-supported, moderate- to well-sorted, pebble and cobble gravel, gravelly sand, and silty sand; deposited along modern channels and flood plains; mapped where fluvial processes are currently or episodically active; exposed thickness less than 6 meters (20 ft)." Refer to the **Geologic Map**, shown below.

²Yonkee, A., and Lowe, M., 2004, Geologic Map of the Ogden 7.5' Quadrangle, Weber and Davis Counties, Utah; Utah Geological Survey Map 200, Scale 1:24,000.



No surface fault traces are shown on the referenced geologic map crossing or projecting toward the subject site. The nearest mapped active fault trace is the Weber segment of the Wasatch fault located about 2.5 miles northeast of the site.

4.3 Seismicity

Utah has adopted the International Building Code (IBC) 2015. IBC 2015 determines the seismic hazard for a site based upon 2008 mapping of bedrock accelerations prepared by the United States Geologic Survey (USGS) and the soil site class. The USGS values are presented on maps incorporated into the IBC code and are also available based on latitude and longitude coordinates (grid points). For site class definitions, IBC 2015 (Section 1613.3.2)

refers to Chapter 20, Site Classification Procedure for Seismic Design, of ASCE³ 7. Given the subsurface soils at the site, including our projection of soils within the upper 100 feet of the soil profile, it is our opinion the site best fits Site Class D – Stiff Soil Profile, which we recommend for seismic structural design.

4.3.2 Seismic Design Category

The 2008 USGS mapping utilized by the IBC provides values of peak ground, short period and long period accelerations for the Site Class B boundary and the Maximum Considered Earthquake (MCE). This Site Class B boundary represents average bedrock values for the Western United States and must be corrected for local soil conditions. The Seismic Design Categories in the International Residential Code (IRC 2015) are based upon the Site Class as addressed in the previous section. For Site Class D at site grid coordinates of 41.1422 degrees north latitude and 111.9618 degrees west longitude, S_{DS} is 0.931 and the **Seismic Design Category** is D₂.

4.3.3 Liquefaction

The site is located within an area designated by the Utah Geologic Survey⁴ as having “Low” liquefaction potential. Liquefaction is defined as the condition when saturated, loose, sandy soils lose their support capabilities because of excessive pore water pressure which develops during a seismic event. Clayey soils, even if saturated, will generally not liquefy during a major seismic event.

A special liquefaction study was not performed for this site. The majority of the saturated soils encountered in the test pits consisted of gravels, estimated to be in a medium dense to dense state. In our opinion, the majority of the soils we encountered support the mapped low liquefaction potential designation. However, we did encounter a layer of saturated sand in TP-2 at about 8 feet estimated to be in a loose to medium dense state which could be potentially liquefiable depending on earthquake intensity and duration. Further investigation would be required to quantify the liquefaction potential.

4.4 Other Geologic Hazards

No landslide deposits or features, including lateral spread deposits, are mapped on or adjacent to the site. Numerous, relatively small landslides have been mapped on the north-facing slope on the south side of South Weber Drive to the south of the subject site. These landslides appear to be relatively shallow-seated and do not appear to have impacted the subject site which sits more than 800 feet from the toe of the slope. The site is not located within a known or mapped potential debris flow, or rock fall hazard area. The Weber River channel is currently more than 800 feet northeast of the site on the north side of Interstate 84 (I-84). A Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM)⁵ that includes the location of the subject site shows the site to be located in a “Zone X” flood hazard potential area. The Zone X area is defined on the map as “Areas determined to outside the 0.2% annual chance floodplain.”

³ American Society of Civil Engineers

⁴ Utah Geological Survey, “Liquefaction-Potential Map for a Part of Davis County, Utah,” Utah Geological Survey Public Information Series 24, August 1994. <https://geology.utah.gov/hazards/earthquakes-faults/liquefaction/#tab-id-2>

⁵<https://msc.fema.gov/portal/search?AddressQuery=south%20weber%20utah#searchresultsanchor>

5.0 SITE CONDITIONS

5.1 Surface Conditions

At the time the test pits were excavated the site consisted of two fields and undeveloped land. The site grade sloped gently downward to the north. Based upon aerial photos readily available online dating back to 1993, the site appear to have been undeveloped since that time. The site is bounded on the north by Interstate 84, on the south and southwest by residences, and on the east and northwest by fields (see **Vicinity Map** in **Section 1.1** above).

5.2 Subsurface Soils

At the locations of the test pits we encountered up to approximately 9 inches of natural soils with roots and organics (topsoil) on the surface. Below the topsoil, natural soils were encountered within the test pits and generally consisted of near surface CLAY (CL) and SILT (ML) layers, with some layers of Silty and Clayey SAND (SM and SC), extending about 2 to 7 feet below the existing surface, underlain by layers of Poorly Graded SAND (SP) with gravel or Poorly Graded GRAVEL (GP), extending to the bottom of the test pits. The clay and silt soils were moist, estimated to have medium stiff consistency, and were slightly moderately over-consolidated. The sand and gravel soils were moist to wet and estimated to be in a loose to medium dense state.

For a more descriptive interpretation of subsurface conditions, please refer to the test pit logs, **Figures 2 through 10**, which graphically represent the subsurface conditions encountered. The lines designating the interface between soil types on the logs generally represent approximate boundaries - in situ, the transition between soil types may be gradual.

5.3 Groundwater

Groundwater was encountered in the test pits at depths of about 8 to 9 feet below existing grade at the time of our field exploration.

On February 9, 2018, CMT personnel returned to the site to measure static groundwater levels between depths of 8.3 to 9.8 feet below the surface within slotted PVC pipes installed in test pits TP-3, TP-4, and TP-6. These depths to groundwater could affect full depth basement levels and deeper utility excavations. No groundwater was encountered in the pipes in test pits TP-2, TP-5, or TP-7 through TP-9.

Groundwater levels can fluctuate as much as 1.5 to 2.0 feet seasonally. Numerous other factors such as heavy precipitation, irrigation of neighboring land, and other unforeseen factors, may also influence ground water elevations at the site. The detailed evaluation of these and other factors, which may be responsible for ground water fluctuations, is beyond the scope of this study.

5.4 Site Subsurface Variations

Based on the results of the subsurface explorations and our experience, variations in the continuity and nature of subsurface conditions should be anticipated. Due to the heterogeneous characteristics of natural soils, care should be taken in interpolating or extrapolating subsurface conditions between or beyond the exploratory locations.

Also, when logging and sampling of the test pits was completed, the test pits were backfilled with the excavated soils but minimal to no effort was made to compact these soils. Thus, settlement of the backfill in the test pits over time should be anticipated.

6.0 SITE PREPARATION AND GRADING

6.1 General

All deleterious materials should be stripped from the site prior to commencement of construction activities. This includes loose and disturbed soils, topsoil, vegetation, etc. Deep, large roots may be encountered where trees and larger bushes occupy the northern end of the site; such large roots should be removed.

Based upon the conditions observed in the test pits there is topsoil on the surface of the site which we estimated to be up to about 9 inches in thickness. When stripping and grubbing, topsoil should be distinguished by the apparent organic content and not solely by color; thus we estimate that topsoil stripping will need to include the upper 3 to 9 inches. However, given the past agricultural uses of the site, the upper 12 to 15 inches may have been disturbed during farming.

Subsequent to stripping and prior to the placement of structural site grading fill, pavements, floor slabs, or footings, the exposed subgrade shall be proofrolled by running moderate-weight rubber tire-mounted construction equipment uniformly over the surface at least three times. An exception to this would be where the exposed subgrade is within 2 feet of groundwater. If excessively soft or otherwise unsuitable soils are encountered beneath footings, they must be totally removed and/or stabilized. If removal depth required is more than 2 feet or at groundwater level, CMT must be notified to provide additional recommendations. In pavement, outside flatwork areas, and in most cases below floor slab, unsuitable natural soils shall be removed to a maximum depth of 2 feet and replaced with compacted granular structural fill. Additional removal below floor slabs may be required depending on conditions encountered.

The lowest habitable floor slab embedment should be kept a minimum of 3.0 feet above measured static groundwater levels.

The site should be examined by a CMT geotechnical engineer to assess that suitable natural soils have been exposed and any deleterious materials, loose and/or disturbed soils have been removed, prior to placing site grading fills, footings, slabs, and pavements.

Fill placed over large areas to raise overall site grades may induce settlements within the upper fine grained soils natural soils. If more than 3 feet of site grading fill is anticipated over the natural ground surface, we should be notified to assess potential settlements and provide additional recommendations as needed. These recommendations may include placement of the site grading fill far in advance to allow potential settlements to occur prior to construction.

6.2 Temporary Excavations

Static groundwater was measured at depths of 8.3 to 9.8 feet below the existing ground surface. Excavations extending below a depth of about 8 feet will likely encounter groundwater, and dewatering of such excavations will likely be required.

In cohesive (clayey) soils, temporary construction excavations not exceeding 4 feet in depth may be constructed with near-vertical side slopes. Temporary excavations up to 8 feet deep, above or below groundwater, may be constructed with side slopes no steeper than one-half horizontal to one vertical (0.5H:1V). Excavations deeper than 8 feet are not anticipated at the site.

For cohesionless (sandy/gravelly) soils, temporary construction excavations not exceeding 4 feet in depth and above the groundwater should be no steeper than one-half horizontal to one vertical (0.5H:1V). For excavations up to 8 feet and above groundwater, side slopes should be no steeper than one horizontal to one vertical (1H:1V).

Excavations encountering saturated cohesionless soils will be very difficult and will require very flat sideslopes and/or shoring, bracing and dewatering as these soils will tend to flow into the excavation. Where excavations are known to extend below groundwater it is recommended that dewatering begin as far in advance and reasonably possible to help facilitate the excavation process. Even with dewatering, adjacent saturated clean sand soils, if encountered, may flow into the excavation. Under such cases, temporary shoring of excavations must be anticipated.

To reduce disturbance of the natural soils during excavation, we recommend that smooth edge buckets/blades be utilized.

All excavations must be inspected periodically by qualified personnel. If any signs of instability or excessive sloughing are noted, immediate remedial action must be initiated. All excavations should be made following OSHA safety guidelines.

6.3 Fill Material

Following are our recommendations for the various fill types we anticipate will be used at this site:

Fill Material Type	Description/Recommended Specification
Structural Fill	Placed below structures, flatwork and pavement. Well-graded sand/gravel mixture, with maximum particle size of 4 inches, a minimum 70% passing 3/4-inch sieve, a maximum 20% passing the No. 200 sieve, and a maximum Plasticity Index of 10.
Site Grading Fill	Placed over larger areas to raise the site grade. Sandy to gravelly soil, with a maximum particle size of 6 inches, a minimum 70% passing 3/4-inch sieve, and a maximum 50% passing No. 200 sieve.
Non-Structural Fill	Placed below non-structural areas, such as landscaping. On-site soils or imported soils, with a maximum particle size of 8 inches, including silt/clay soils not containing excessive amounts of degradable/organic material (see discussion below).
Stabilization Fill	Placed to stabilize soft areas prior to placing structural fill and/or site grading fill. Coarse angular gravels and cobbles 1 inch to 8 inches in size. May also use 1.5- to 2.0-inch gravel placed on stabilization fabric, such as Mirafi RS280i or 600X, or equivalent (see Section 6.6).

Deeper on-site sand and gravel soils may be suitable for use as structural fill, if processed to meet the requirements given above, and may also be used in site grading fill and non-structural fill situations.

On-site silt/clay soils and nearer surface sand soils may be used as site grading fill and non-structural fill, but are inherently more difficult to properly moisture condition and re-work (they are very sensitive to changes in moisture content). This will be very difficult, if not impossible, during wet and cold periods of the year.

All fill material should be approved by a CMT geotechnical engineer prior to placement.

6.4 Fill Placement and Compaction

The various types of compaction equipment available have their limitations as to the maximum lift thickness that can be compacted. For example, hand operated equipment is limited to lifts of about 4 inches and most "trench compactors" have a maximum, consistent compaction depth of about 6 inches. Large rollers, depending on soil and moisture conditions, can achieve compaction at 8 to 12 inches. The full thickness of each lift should be compacted to at least the following percentages of the maximum dry density as determined by ASTM D-1557 (or AASHTO⁶ T-180) in accordance with the following recommendations:

Location	Total Fill Thickness (feet)	Minimum Percentage of Maximum Dry Density
Beneath an area extending at least 3 feet beyond the perimeter of structures, and below flatwork and pavement (applies to structural fill and site grading fill)	0 to 5	95
	5 to 8	98
Site grading fill outside area defined above	0 to 5	92
	5 to 8	95
Utility trenches within structural areas	--	96

⁶ American Association of State Highway and Transportation Officials

Location	Total Fill Thickness (feet)	Minimum Percentage of Maximum Dry Density
Roadbase and subbase	-	96
Non-structural fill	0 to 5	90
	5 to 8	92

Structural fills greater than 8 feet thick are not anticipated at the site. For best compaction results, we recommend that the moisture content for structural fill/backfill be within 2% of optimum. Field density tests should be performed on each lift as necessary to verify that proper compaction is being achieved.

6.5 Utility Trenches

For the bedding zone around the utility, we recommend utilizing sand bedding fill material that meets current APWA⁷ requirements.

All utility trench backfill material below structurally loaded facilities (foundations, floor slabs, flatwork, parking lots/drive areas, etc.) shall be placed at the same density requirements established for structural fill in the previous section.

Most utility companies and local governments are requiring Type A-1a or A-1b (AASHTO Designation) soils (sand/gravel soils with limited fines) be used as backfill over utilities within public rights of way, and the backfill be compacted over the full depth above the bedding zone to at least 96% of the maximum dry density as determined by AASHTO T-180 (ASTM D-1557). The natural sand and gravel soils at this site may meet these specifications.

Where the utility does not underlie structurally loaded facilities and public rights of way, on-site natural soils may be utilized as trench backfill above the bedding layer, provided they are properly moisture conditioned and compacted to the minimum requirements stated above in **Section 6.4**. Again, natural clay/silt soils will likely be difficult to work with.

6.6 Stabilization

The natural silt/clay soils at this site will likely be susceptible to rutting and pumping. The likelihood of disturbance or rutting and/or pumping of the existing natural soils is a function of the load applied to the surface, as well as the frequency of the load. Consequently, rutting and pumping can be minimized by avoiding concentrated traffic, minimizing the load applied to the surface by using lighter equipment and/or partial loads, by working in drier times of the year, or by providing a working surface for the equipment. Rubber-tired equipment particularly, because of high pressures, promotes instability in moist/wet, soft soils.

⁷ American Public Works Association

To stabilize soft subgrade conditions (if encountered), a mixture of coarse, clean, angular gravels and cobbles and/or 1.5- to 2.0-inch clean gravel should be utilized, as indicated above in **Section 6.3**. Often the amount of gravelly material can be reduced with the use of a geotextile fabric such as Mirafi RS280i or equivalent. Its use will also help avoid mixing of the subgrade soils with the gravelly material. After excavating the soft/disturbed soils, the fabric should be spread across the bottom of the excavation and up the sides a minimum of 18 inches. Otherwise, it should be placed in accordance with the manufacturer's recommendation, including proper overlaps. The gravel material can then be placed over the fabric in compacted lifts as described above.

7.0 FOUNDATION RECOMMENDATIONS

The following recommendations have been developed on the basis of the previously described project characteristics, the subsurface conditions observed in the field and the laboratory test data, as well as common geotechnical engineering practice.

7.1 Foundation Recommendations

Based on our geotechnical engineering analyses, the proposed residential structures may be supported upon conventional spread and/or continuous wall foundations placed on suitable, undisturbed natural soils or all on structural fill extending to suitable natural soils. Footings may be designed using a net bearing pressure of 1,500 psf if placed on suitable, undisturbed, uniform natural clay/silt soils or 2,000 psf if placed entirely on natural gravel soils, or on a minimum 18 inches of structural fill extending to natural clay/silt soils. The term "net bearing pressure" refers to the pressure imposed by the portion of the structure located above lowest adjacent final grade, thus the weight of the footing and backfill to lowest adjacent final grade need not be considered. The allowable bearing pressure may be increased by 1/3 for temporary loads such as wind and seismic forces.

We also recommend the following:

1. Exterior footings subject to frost should be placed at least 30 inches below final grade.
2. Interior footings not subject to frost should be placed at least 16 inches below grade.
3. Continuous footing widths should be maintained at a minimum of 18 inches.
4. Spot footings should be a minimum of 24 inches wide.

7.2 Installation

Foundations shall not be placed on topsoil with organics or undocumented fill, nor should they be placed on rubbish, construction debris, other deleterious materials, combination soils, frozen soils, or within ponded water. If unsuitable soils are encountered, they must be completely removed and replaced with properly compacted structural fill. Excavation bottoms should be examined by a CMT geotechnical engineer to confirm that suitable bearing materials soils have been exposed.

All structural fill should meet the requirements for such, and should be placed and compacted in accordance with **Section 6** above. The width of structural replacement fill below footings should be equal to the width of

the footing plus 1 foot for each foot of fill thickness. For instance, if the footing width is 2 feet and the structural fill depth beneath the footing is 2 feet, the fill replacement width should be 4 feet, centered beneath the footing.

7.3 Estimated Settlement

Foundations designed and constructed in accordance with our recommendations could experience some settlement, but we anticipate that total settlements of footings founded as recommended above will not exceed 1 inch, with differential settlements on the order of 0.5 inches over a distance of 25 feet. We expect approximately 50% of the total settlement to initially take place during construction.

7.4 Lateral Resistance

Lateral loads imposed upon foundations due to wind or seismic forces may be resisted by the development of passive earth pressures and friction between the base of the footings and the supporting soils. In determining frictional resistance, a coefficient of 0.30 for natural clay/silt soils or 0.40 for natural gravel soils or structural fill, may be utilized for design. Passive resistance provided by properly placed and compacted structural fill above the water table may be considered equivalent to a fluid with a density of 250 pcf. A combination of passive earth resistance and friction may be utilized if the friction component of the total is divided by 1.5.

8.0 LATERAL EARTH PRESSURES

The lateral earth pressure values given below are for a backfill material that will consist of drained granular soils placed and compacted in accordance with the recommendations presented herein. If other soil types will be used as backfill, we should be notified so that appropriate modifications to these values can be provided, as needed.

The lateral pressures imposed upon subgrade facilities will, therefore, be basically dependent upon the relative rigidity and movement of the backfilled structure. For active walls, such as retaining walls which can move outward (away from the backfill), backfill may be considered equivalent to a fluid with a density of 40 pounds per cubic foot in computing lateral pressures. For more rigid walls (moderately yielding), backfill may be considered equivalent to a fluid with a density of 50 pounds per cubic foot. For very rigid non-yielding walls, backfill should be considered equivalent to a fluid with a density of at least 60 pounds per cubic foot. The above values assume that the surface of the soils slope behind the wall is horizontal and that the fill within 3 feet of the wall will be compacted with hand-operated compacting equipment.

For seismic loading of retaining/below-grade walls, the following uniform lateral pressures, in pounds per square foot (psf), should be added based on wall depth and wall case.

Uniform Lateral Pressures			
Wall Height (Feet)	Active Pressure Case (psf)	Moderately Yielding Case (psf)	At Rest/Non-Yielding Case (psf)
4	32	62	93
6	48	94	140
8	63	125	186

9.0 FLOOR SLABS

Floor slabs may be established upon suitable, undisturbed, uniform natural soils or on structural fill extending to suitable natural soils (same as for foundations). Under no circumstances shall floor slabs be established directly on any topsoil, non-engineered fills, loose or disturbed soils, sod, rubbish, construction debris, other deleterious materials, frozen soils, or within ponded water.

In order to facilitate curing of the concrete, we recommend that floor slabs be directly underlain by at least 4 inches of "free-draining" fill, such as "pea" gravel or 3/4-inch quarters to 1-inch minus, clean, gap-graded gravel. To help control normal shrinkage and stress cracking, the floor slabs may include the following features:

1. Adequate reinforcement for the anticipated floor loads with the reinforcement continuous through interior floor joints;
2. Frequent crack control joints; and
3. Non-rigid attachment of the slabs to foundation walls and bearing slabs.

The tops of all floor slabs in habitable areas must be established at least 3 feet above the measured static water level.

10.0 DRAINAGE RECOMMENDATIONS

It is important to the long-term performance of foundations and floor slabs that water not be allowed to collect near the foundation walls and infiltrate into the underlying soils. We recommend the following:

1. All areas around each residence should be sloped to provide drainage away from the foundations. We recommend a minimum slope of 4 inches in the first 10 feet away from the structure. This slope should be maintained throughout the lifetime of the structure.
2. All roof drainage should be collected in rain gutters with downspouts designed to discharge at least 10 feet from the foundation walls or well beyond the backfill limits, whichever is greater.

3. Adequate compaction of the foundation backfill should be provided. We suggest a minimum of 90% of the maximum laboratory density as determined by ASTM D-1557. Water consolidation methods should not be used under any circumstances.
4. Landscape sprinklers should be aimed away from the foundation walls. The sprinkling systems should be designed with proper drainage and be well-maintained. Over watering should be avoided.
5. Other precautions that may become evident during construction.

11.0 PAVEMENTS

We anticipate the natural near surface silt/clay soils will exhibit poor pavement support characteristics when saturated or nearly saturated. Based on our laboratory testing experience with similar soils, our pavement design utilized a California Bearing Ratio (CBR) of 3 for the natural silt/clay soils.

In roadway areas, subsequent to stripping and prior to the placement of pavement materials, the exposed subgrade must be proof rolled by passing moderate-weight rubber tire-mounted construction equipment over the surface at least twice. If excessively soft or otherwise unsuitable soils are encountered, we recommend they be removed to a minimum of 18 inches below the subgrade level and replaced with structural fill.

Given the projected traffic as discussed above in **Section 1.3**, the following pavement sections are recommended for the given ESAL's (18-kip equivalent single-axle loads) per day:

Material	Pavement Section Thickness (inches)	
	Residential Street (6 ESAL's per day)	
Asphalt	3	3
Road-Base	12	6
Subbase*	0	8
Total Thickness	15	17

* Natural in-situ granular soils, if properly compacted as structural fill and meeting a minimum CBR or 30 percent may be considered as subbase

Untreated base course (UTBC) should conform to city specifications, or to 1-inch-minus UDOT specifications for A-1-a/NP, and have a minimum CBR value of 70%. Material meeting our specification for structural fill can be used for subbase, as long as the fines content (percent passing No. 200 sieve) does not exceed 15%. Roadbase and subbase material should be compacted as recommended above in **Section 6.4**. Asphalt material generally should conform to APWA requirements, having a ½-inch maximum aggregate size, a 75-gyraton Superpave mix containing no more than 15% of recycled asphalt (RAP) and a PG58-28 binder.

12.0 QUALITY CONTROL

We recommend that CMT be retained to as part of a comprehensive quality control testing and observation program. With CMT on-site we can help facilitate implementation of our recommendations and address, in a timely manner, any subsurface conditions encountered which vary from those described in this report. Without such a program CMT cannot be responsible for application of our recommendations to subsurface conditions which may vary from those described herein. This program may include, but not necessarily be limited to, the following:

12.1 Field Observations

Observations should be completed during all phases of construction such as site preparation, foundation excavation, structural fill placement and concrete placement.

12.2 Fill Compaction

Compaction testing by CMT is required for all structural supporting fill materials. Maximum Dry Density (Modified Proctor, ASTM D-1557) tests should be requested by the contractor immediately after delivery of any fill materials. The maximum density information should then be used for field density tests on each lift as necessary to ensure that the required compaction is being achieved.

12.3 Excavations

All excavation procedures and processes should be observed by a geotechnical engineer from CMT or their representative. In addition, for the recommendations in this report to be valid, all backfill and structural fill placed in trenches and all pavements should be density tested by CMT. We recommend that freshly mixed concrete be tested by CMT in accordance with ASTM designations.

12.4 Vibration Monitoring

Construction activities, particularly site grading and fill placement, can induce vibrations in existing structures adjacent to the site. Such vibrations can cause damage to adjacent buildings, depending on the building composition and underlying soils. It can be prudent to monitor vibrations from construction activities to maintain records that vibrations did not exceed a pre-defined threshold known to potentially cause damage. CMT can provide this monitoring if desired.

13.0 LIMITATIONS

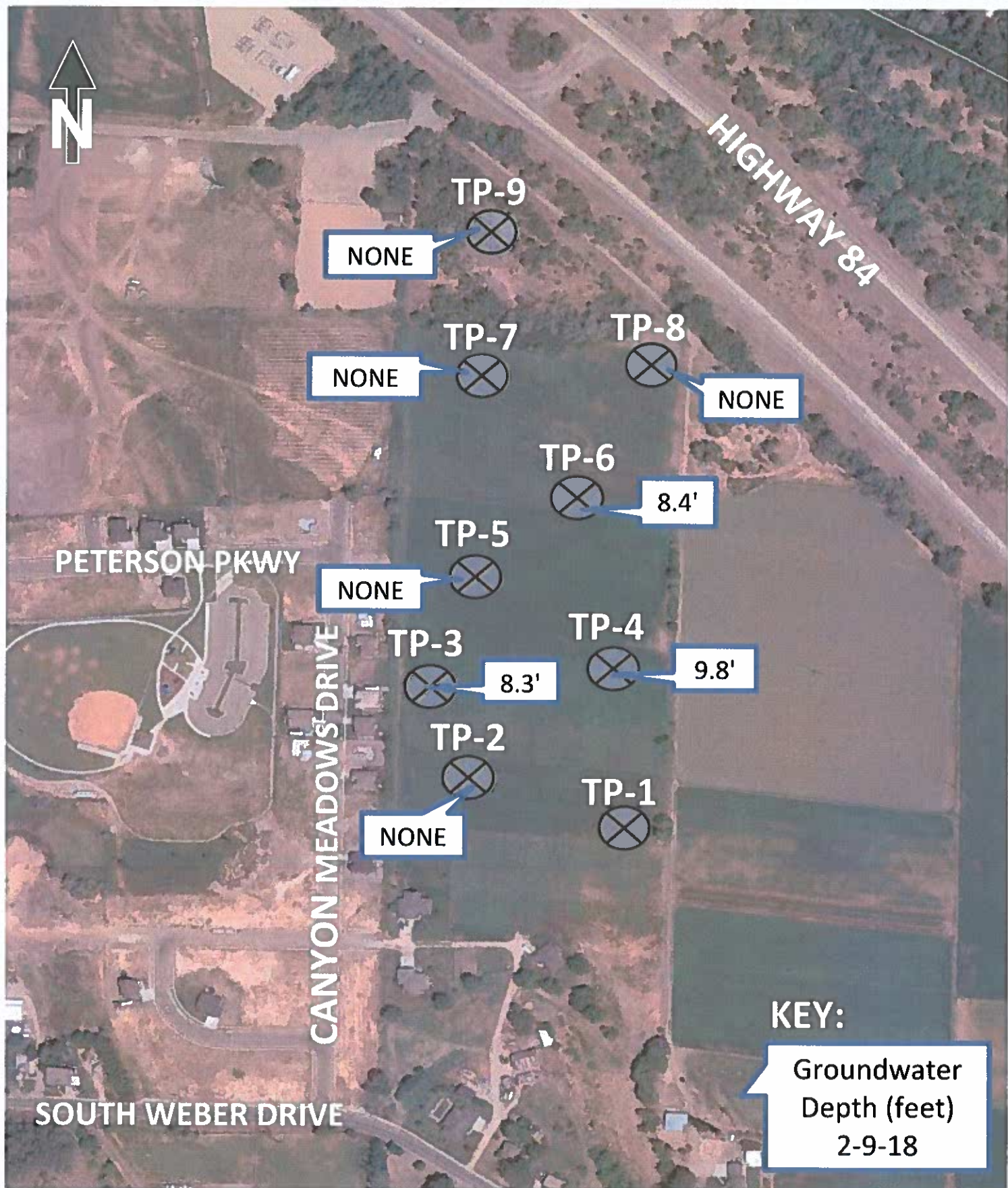
The recommendations provided herein were developed by evaluating the information obtained from the subsurface explorations and soils encountered therein. The exploration logs reflect the subsurface conditions only at the specific location at the particular time designated on the logs. Soil and ground water conditions may differ from conditions encountered at the actual exploration locations. The nature and extent of any variation in the

explorations may not become evident until during the course of construction. If variations do appear, it may become necessary to re-evaluate the recommendations of this report after we have observed the variation.

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

We appreciate the opportunity to be of service to you on this project. If we can be of further assistance or if you have any questions regarding this project, please do not hesitate to contact us at (801) 870-6730. To schedule materials testing, please call (801) 381-5141.

Appendix



Stan Cook Property

675 E 6650 S, South Weber, UT

CMTENGINEERING
LABORATORIES

Site Plan

Date:	7-Feb-18
Job #	10868

Figure:

1

Stan Cook Property

Test Pit Log

TP-1

675 East 6650 South, South Weber, Utah

Equipment: Rubber Tire Backhoe

Total Depth: 11'

Date: 1/30/18

Surface Elev. (approx):

Water Depth: 9'

Job #: 10868

Depth (ft)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Dry Density (pcf)	Gradation			Atterberg		
							Gravel %	Sand %	Fines %	LL	PL	PI
0		TOPSOIL: Silt, clay, roots, organics, dark brown										
1		Brown SILT (ML), mottled										
2		moist, medium stiff (estimated)		1	17.7	86.9					NP	NP
3		Light Brown Poorly Graded GRAVEL (GP), some sand, weakly cemented										
4		moist, dense (estimated)										
5												
6				2	1.3		87	11	2			
7												
8												
9			wet	3								
10												
11		END AT 11'										
12												
13												
14												

Remarks: Groundwater encountered during excavation at depth of 9 feet.

Figure:

2

Stan Cook Property

Test Pit Log

TP-2

675 East 6650 South, South Weber, Utah

Equipment: Rubber Tire Backhoe

Total Depth: 11'

Date: 1/30/18

Surface Elev. (approx):

Water Depth: 8', 8.3'

Job #: 10868

Depth (ft)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Dry Density (pcf)	Gradation			Atterberg		
							Gravel %	Sand %	Fines %	LL	PL	PI
0		TOPSOIL: Silt, clay, roots, organics, dark brown										
1		Brown SILT (ML) with sand										
2												
3												
4				4	24.9	90.1						
5												
6		Light Brown Poorly Graded SAND (SP), some gravel										
7		moist to wet, loose to medium dense (estimated)										
8												
9												
10												
11		END AT 11'										
12												
13												
14												

Remarks: Groundwater encountered during excavation at depth of 8 feet and measured on 2/9/18 at depth of 8.3 feet.

Slotted PVC pipe installed to depth of 11.0 feet to facilitate water level measurements.

Figure:

3

CMT ENGINEERING
LABORATORIES

Excavated By: Owner Provided

Logged By: Sterling Howell

Page: 1 of 1

Stan Cook Property

Test Pit Log

TP-3

675 East 6650 South, South Weber, Utah

Equipment: Rubber Tire Backhoe
Surface Elev. (approx):

Total Depth: 11'
Water Depth: 8.5', 9.8'

Date: 1/30/18
Job #: 10868

Depth (ft)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Dry Density(pcf)	Gradation			Atterberg		
							Gravel %	Sand %	Fines %	LL	PL	PI
0		TOPSOIL: Silt, clay, sand, roots, organics, dark brown										
1		Light Brown Silty Fine SAND (SM), cemented, pinholes slightly moist to dry, medium dense (estimated)		6	4	97.4					NP	NP
2		Light Brown Poorly Graded GRAVEL (GP) with sand and cobbles moist, medium dense to dense (estimated)										
3		grades with iron oxide staining at various intervals										
4												
5												
6												
7				7								
8												
9												
10												
11		END AT 11'										
12												
13												
14												

Remarks: Groundwater encountered during excavation at depth of 8.5 feet and measured on 2/9/18 at depth of 9.8 feet.
Slotted PVC pipe installed to depth of 11.0 feet to facilitate water level measurements.

Figure:

4

CMT ENGINEERING
LABORATORIES

Excavated By: Owner Provided
Logged By: Sterling Howell
Page: 1 of 1

Stan Cook Property

Test Pit Log

TP-4

675 East 6650 South, South Weber, Utah

Equipment: Rubber Tire Backhoe
Surface Elev. (approx):

Total Depth: 11'
Water Depth: 9.5'

Date: 1/30/18
Job #: 10868

Depth (ft)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Dry Density (pcf)	Gradation			Atterberg		
							Gravel %	Sand %	Fines %	LL	PL	PI
0		TOPSOIL: Clay, sand, roots, organics, dark brown										
1		Light Brown Clayey SAND (SC)/Sandy CLAY (CL) moist, medium dense/stiff (estimated)										
2												
3				8	28.8	94.6			49			
4												
5				9								
6												
7		Light Brown Poorly Graded GRAVEL (GP), with cobbles, some sand										
8												
9				10								
10												
11		END AT 11'										
12												
13												
14												

Remarks: Groundwater encountered during excavation at depth of 9.5 feet.

Slotted PVC pipe installed to depth of 11.0 feet to facilitate water level measurements.

Figure:

5

CMT ENGINEERING
LABORATORIES

Excavated By: Owner Provided
Logged By: Sterling Howell
Page: 1 of 1

Stan Cook Property

Test Pit Log

TP-5

675 East 6650 South, South Weber, Utah

Equipment: Rubber Tire Backhoe
Surface Elev. (approx):

Total Depth: 11'
Water Depth: 9.5', 8.4'

Date: 1/30/18
Job #: 10868

Depth (ft)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Dry Density(pcf)	Gradation			Atterberg		
							Gravel %	Sand %	Fines %	LL	PL	PI
0		TOPSOIL: Gravel, sand, silt, roots, organics, dark brown										
1		Light Brown Poorly Graded GRAVEL (GP) with sand and cobbles moist to wet, medium dense to dense (estimated)										
2												
3												
4												
5				11								
6												
7												
8												
9				12								
10												
11		END AT 11'										
12												
13												
14												

Remarks: Groundwater encountered during excavation at depth of 9.5 feet and measured on 2/9/18 at depth of 8.4 feet.
Slotted PVC pipe installed to depth of 11.0 feet to facilitate water level measurements.

Figure:

6

CMT ENGINEERING
LABORATORIES

Excavated By: Owner Provided
Logged By: Sterling Howell
Page: 1 of 1

Stan Cook Property

Test Pit Log

TP-6

675 East 6650 South, South Weber, Utah

Equipment: Rubber Tire Backhoe
Surface Elev. (approx):

Total Depth: 11'
Water Depth: 9.5'

Date: 1/30/18
Job #: 10868

Depth (ft)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Dry Density(pcf)	Gradation			Atterberg		
							Gravel %	Sand %	Fines %	LL	PL	PI
0		TOPSOIL: Gravel, sand, silt, roots, organics, dark brown	moist									
1		Light Brown Poorly Graded GRAVEL (GP) with cobbles, some sand										
		moist, medium dense to dense (estimated)										
2												
3												
4												
4				13	1.8		74	24	2			
5												
6												
7												
8												
9				14								
9												
10			wet									
11		END AT 11'										
12												
13												
14												

Remarks: Groundwater encountered during excavation at depth of 9.5 feet.

Slotted PVC pipe installed to depth of 11.0 feet to facilitate water level measurements.

CMTENGINEERING
LABORATORIES

Excavated By: Owner Provided

Logged By: Sterling Howell

Page: 1 of 1

Figure:

7

Stan Cook Property

Test Pit Log

TP-7

675 East 6650 South, South Weber, Utah

Equipment: Rubber Tire Backhoe
Surface Elev. (approx):

Total Depth: 11'
Water Depth: (see Remarks)

Date: 1/30/18
Job #: 10868

Depth (ft)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Dry Density(pcf)	Gradation			Atterberg		
							Gravel %	Sand %	Fines %	LL	PL	PI
0		TOPSOIL: Clay, roots, organics, dark brown	moist									
1		Brown CLAY (CL) with sand										
		moist, medium stiff (estimated)										
2		Light Brown Poorly Graded SAND (SP) with gravel		15	19.1	92.3						
		moist, medium dense (estimated)										
3												
4												
5		grades with gravel layers		16								
6												
7												
8												
9				17								
10												
11		END AT 11'										
12												
13												
14												

Remarks: Groundwater not encountered during excavation.

Slotted PVC pipe installed to depth of 11.0 feet to facilitate water level measurements.

CMT ENGINEERING
LABORATORIES

Excavated By: Owner Provided
Logged By: Sterling Howell
Page: 1 of 1

Figure:

8

Stan Cook Property

Test Pit Log



TP-8

675 East 6650 South, South Weber, Utah

Equipment: Rubber Tire Backhoe
Surface Elev. (approx):

Total Depth: 11'
Water Depth: (see Remarks)

Date: 1/30/18
Job #: 10868

Depth (ft)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Dry Density(pcf)	Gradation			Atterberg		
							Gravel %	Sand %	Fines %	LL	PL	PI
0		TOPSOIL: Clay, sand, roots, organics, dark brown Dark Brown Sandy CLAY (CL)										
1		moist, medium stiff (estimated)										
2		grades clayey sand with gravel; brown		18	20.3	89.3						
3		Light Brown Poorly Graded GRAVEL (GP), some sand										
4		moist, dense (estimated)		19								
5												
6												
7												
8												
9				20	2.9		79	19	2			
10												
11		END AT 11'										
12												
13												
14												

Remarks: Groundwater not encountered during excavation.

Slotted PVC pipe installed to depth of 11.0 feet to facilitate water level measurements.

Figure:

9

CMT ENGINEERING
LABORATORIES

Excavated By: Owner Provided
Logged By: Sterling Howell
Page: 1 of 1

Stan Cook Property

Test Pit Log

TP-9

675 East 6650 South, South Weber, Utah

Equipment: Rubber Tire Backhoe
Surface Elev. (approx):

Total Depth: 10.5'
Water Depth: 9'

Date: 1/30/18
Job #: 10868

Depth (ft)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Dry Density(pcf)	Gradation			Atterberg		
							Gravel %	Sand %	Fines %	LL	PL	PI
0		TOPSOIL: Gravel, sand, silt, roots, organics, dark brown moist										
		Brown Poorly Graded GRAVEL (GP) with cobbles, some sand medium dense to dense (estimated)										
1												
2												
3				21								
4												
5												
6												
7				22	1.5				0			
8												
9												
10												
11		END AT 10.5'										
12												
13												
14												

Remarks: Groundwater encountered during excavation at depth of 9 feet

Figure:

Stan Cook Property

675 East 6650 South, South Weber, Utah

Key to Symbols

Date: 1/30/18

Job #: 10868

Depth (ft)	GRAPHIC LOG	Soil Description	Sample Type	Sample #	Moisture (%)	Dry Density(pcf)	Gradation			Atterberg		
							Gravel %	Sand %	Fines %	LL	PL	PI

COLUMN DESCRIPTIONS

Depth (ft.): Depth (feet) below the ground surface (including groundwater depth - see water symbol below).

Graphic Log: Graphic depicting type of soil encountered (see below).

Soil Description: Description of soils encountered, including Unified Soil Classification Symbol (see below).

Sample Type: Type of soil sample collected at depth interval shown; sampler symbols are explained below-right.

Sample #: Consecutive numbering of soil samples collected during field exploration.

Moisture (%): Water content of soil sample measured in laboratory (percentage of dry weight of sample).

Dry Density (pcf): The dry density of a soil measured in laboratory (pounds per cubic foot).

Gradation: Percentages of Gravel, Sand and Fines (Silt/Clay), obtained from lab test results of soil passing the No. 4 and No. 200 sieves.

Atterberg: Individual descriptions of Atterberg Tests are as follows:

LL = Liquid Limit (%): Water content at which a soil changes from plastic to liquid behavior.

PL = Plastic Limit (%): Water content at which a soil changes from liquid to plastic behavior.

PI = Plasticity Index (%): Range of water content at which a soil exhibits plastic properties (= Liquid Limit - Plastic Limit).

STRATIFICATION		MODIFIERS	MOISTURE CONTENT
Description	Thickness	Trace	Dry: Absence of moisture, dusty, dry to the touch.
Seam	Up to ½ inch	<5%	
Lense	Up to 12 inches	Some	Moist: Damp / moist to the touch, but no visible water.
Layer	Greater than 12 in.	5-12%	
Occasional	1 or less per foot	With	
Frequent	More than 1 per foot	> 12%	Saturated: Visible water, usually soil below groundwater.

UNIFIED SOIL CLASSIFICATION SYSTEM (USCS)

MAJOR DIVISIONS			USCS SYMBOLS		TYPICAL DESCRIPTIONS	
COARSE-GRAINED SOILS More than 50% of material is larger than No. 200 sieve size.	GRAVELS The coarse fraction retained on No. 4 sieve.	CLEAN GRAVELS (< 5% fines)	GW		Well-Graded Gravels, Gravel-Sand Mixtures, Little or No Fines	
		GRAVELS WITH FINES (≥ 12% fines)	GP		Poorly-Graded Gravels, Gravel-Sand Mixtures, Little or No Fines	
			GM		Silty Gravels, Gravel-Sand-Silt Mixtures	
			GC		Clayey Gravels, Gravel-Sand-Clay Mixtures	
	SANDS The coarse fraction passing through No. 4 sieve.	CLEAN SANDS (< 5% fines)	SW		Well-Graded Sands, Gravelly Sands, Little or No Fines	
		SANDS WITH FINES (≥ 12% fines)	SP		Poorly-Graded Sands, Gravelly Sands, Little or No Fines	
			SM		Silty Sands, Sand-Silt Mixtures	
			SC		Clayey Sands, Sand-Clay Mixtures	
FINE-GRAINED SOILS More than 50% of material is smaller than No. 200 sieve size.	SILTS AND CLAYS Liquid Limit less than 50%		ML		Inorganic Silts and Sandy Silts with No Plasticity or Clayey Silts with Slight Plasticity	
			CL		Inorganic Clays of Low to Medium Plasticity, Gravelly Clays, Sandy Clays, Silty Clays, Lean Clays	
			OL		Organic Silts and Organic Silty Clays of Low Plasticity	
	SILTS AND CLAYS Liquid Limit greater than 50%		MH		Inorganic Silts, Micaceous or Diatomaceous Fine Sand or Silty Soils	
			CH		Inorganic Clays of High Plasticity, Fat Clays	
			OH		Organic Silts and Organic Clays of Medium to High Plasticity	
HIGHLY ORGANIC SOILS			PT		Peat, Soils with High Organic Contents	

SAMPLER SYMBOLS

Block Sample

Bulk/Bag Sample

Modified California Sampler

3.5" OD, 2.42" ID
D&M Sampler

Rock Core

Standard
Penetration Split
Spoon Sampler

Thin Wall
(Shelby Tube)

WATER SYMBOL

Encountered Water
Level

Measured Water
Level

(see Remarks on Logs)

SAMPLER SYMBOLS

	Block Sample
	Bulk/Bag Sample
	Modified California Sampler
	3.5" OD, 2.42" ID D&M Sampler
	Rock Core
	Standard Penetration Split Spoon Sampler
	Thin Wall (Shelby Tube)

WATER SYMBOL

	Encountered Water Level
	Measured Water Level

(see Remarks on Logs)

Note: Dual Symbols are used to indicate borderline soil classifications (i.e. GP-GM, SC-SM, etc.).

- The results of laboratory tests on the samples collected are shown on the logs at the respective sample depths.
- The subsurface conditions represented on the logs are for the locations specified. Caution should be exercised if interpolating between or extrapolating beyond the exploration locations.
- The information presented on each log is subject to the limitations, conclusions, and recommendations presented in this report.

When recorded return to:
South Weber City
1600 East South Weber Drive
South Weber, UT 84405

**DEVELOPMENT AGREEMENT
FOR THE STAN COOK PROPERTY
IN SOUTH WEBER CITY**

This DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of this ____ day of _____, 2018, by and between **NILSON HOMES**, a Utah limited liability company of _____, Utah, (hereinafter referred to as “Developer”), and **SOUTH WEBER CITY**, a municipal corporation of the State of Utah (hereinafter referred to as the “City”), of 1600 East South Weber Drive, South Weber, UT 84405. Developer and City are referred to as the “**Parties.**”

RECITALS:

A. Developer is the owner of fee simple title to approximately 23.955 acres of real property as more particularly described in **Exhibit A** attached hereto (the “Stan Cook Property – Boundary Description”), upon which it proposes the development of not more than sixty-two (62) new residential lots and associated streets, collectively known as the “Stan Cook Property” (“the Subdivision”). A copy of the approved preliminary subdivision plat is attached as **Exhibit B**. The Subdivision is accessed in part by 6650 South - South Bench Drive, a narrow and sub-standard public right-of-way, which abuts the Subdivision.

B. The subject street is currently known and addressed as 6650 South, but is commonly referred to and referenced in this agreement as “South Bench Drive” due to its master planned location. The final name of this road will be determined when it is platted and dedicated, and may be named something other than South Bench Drive.

C. 6650 South - South Bench Drive in its present condition and configuration does not meet the City Standard cross section and cannot safely accommodate the vehicle and pedestrian traffic which will be generated by the Subdivision.

D. The City has prepared a proposed layout and alignment for improvements to 6650 South - South Bench Drive. A map of the proposed configuration of 6650 South - South Bench Drive is attached hereto as **Exhibit C**. Developer’s participation in the construction of South Bench Drive is subject to the terms and conditions as more fully set forth herein.

E. The Subdivision is located at the end of the current 6650 South - South Bench Drive, east of the Posse Grounds. As it is Developer’s desire to use South Bench Drive as one of the two required means of ingress-egress from the Subdivision, Developer therefore agrees to: (1) deed and dedicate approximately **x.xx** acres to accommodate the seventy-eight (78) foot cross-section of South Bench Drive; and (2) pay **four hundred sixty five thousand dollars (\$465,000)** for

Developer's share of the responsibility of designing, engineering and constructing its portion of South Bench Drive.

F. The Developer must obtain permission from, dedicate and construct a road through the adjacent property for access to another dedicated public street as one of the two required means of ingress-egress from the Subdivision.

G. No building permits for any phase of the Subdivision may be issued until a road, connecting to another dedicated public street, is dedicated and constructed in accordance with City Code.

H. No more than 30 building permits will be issued until two means of ingress-egress from the Subdivision to dedicated public streets are provided.

I. There is a master planned trail to run parallel to South Bench Drive.

J. City, acting pursuant to its authority under Utah Code Ann. § 10-9-101, *et seq.*, and its land use policies, ordinances and regulations has made certain determinations with respect to the Subdivision and, in the exercise of its legislative discretion, has elected to approve this Development Agreement for the purpose of specifying the obligations of the respective parties with respect to the installation of required infrastructure improvements and such other matters as the Parties agree herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals and all Exhibits referenced herein are hereby incorporated by this reference and made part of this Agreement.
2. **City Laws and Purpose.** City determines that the provisions of this Agreement relating to establishment of Developer's rights and obligations are consistent with City laws, including the City's land use ordinances, the purposes set forth in the zoning district, and the City's General Plan. This Agreement is adopted by a City ordinance and hereby amends the City laws only to the extent within the authority of City and only to the extent necessary to give Developer the effect of the rights and obligations of this Agreement where such City laws may be inconsistent with this Agreement's intent.
3. **Property Dedication and Acquisition.** Developer agrees to dedicate to City at no cost to City other than the consideration described in this Agreement certain property needed for the South Bench Drive Right-of-Way; the deed is contained in **Exhibit D**. This dedication shall occur when requested by City or at the time the Subdivision plat of the phase which includes South Bench Drive is recorded, whichever comes first.

4. **Construction of South Bench Drive.** City shall be responsible for the design, engineering, and bidding of South Bench Drive through the north end of the Subdivision according to the City's Public Works Standards. City will award the construction contract to the lowest responsive responsible bidder according to City and State procurement policies. City will then issue a Notice to Proceed, provide construction inspections, and see that construction is diligently pursued to completion. City agrees to begin construction on or before June 1, 2019. In exchange for City designing, engineering, and constructing the full South Bench Drive right-of-way, which includes the Subdivision project development costs, Developer agrees to pay a fee-in-lieu for its share of the required improvements for the road. The calculation for the fee-in-lieu is shown in **Exhibit E**.
5. **Trail.** The City shall be responsible for the construction of a 10' wide asphalt trail to run parallel along the north side of South Bench Drive. The Developer is responsible to pay for this trail. The cost of this trail is included in **Exhibit E**, as a fee-in-lieu of actual construction. Payment of this fee will constitute the Developer's obligation for the trail.
6. **Road connections to South Bench Drive.** City shall be responsible for providing two (2) road connections as a part of the construction of South Bench Drive for access from the Subdivision. The cost for these connections is covered in **Exhibit E**.
7. **Payment Schedule.** City shall be responsible for all payments to the contractor constructing 6650 South - South Bench Drive, paying cash up front and looking to the receipt of impact fees for repayment of its costs. Developer agrees to pay to City **two hundred thirty two thousand five hundred dollars (\$232,500)**, which represents fifty percent (50%) of its share of **four hundred sixty five thousand dollars (\$465,000)**, within fifteen (15) days following the Preconstruction Meeting with the contractor selected by City to perform the work. Developer shall make its second and final payment of the same amount to City within thirty (30) days following City's issuance of Substantial Completion to the Contractor. The City is responsible to notify the Developer once Substantial Completion has been given. Payment in full of this fee shall constitute the Developer's entire obligation towards South Bench Drive.
8. **Detention Basin.** The Developer agrees to upsize the required detention basin volume for the subdivision to include all of the Cook property up to South Weber Drive, and the drainage from the South Bench Drive portion of the Subdivision, and allow the connection of storm drain piping in South Bench Drive into the outlet control structure for the detention basin.
9. **Ingress-Egress Requirement.** The Developer is responsible to provide two (2) means of ingress-egress for development of over 30 lots in accordance with City Code. The location of these connections is shown in the approved Preliminary Plat (**Exhibit B**). Approval may be obtained and construction of improvements may be commenced and/or completed for phases that would exceed 30 lots. However, any plat that would exceed a total of 30 lots cannot be recorded nor building permits issued until the required two (2) means of ingress-egress are provided. For South Bench Drive, this is clarified to mean that construction, as required in this agreement, has commenced.
10. **Successors and Assigns.**

11.1 **Binding Effect.** This Agreement shall be binding upon the successors and assigns of the Parties.

11.2 **Assignment.** Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any other Party, individual, or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to South Weber City, and the prior written consent of City may also be evidenced by letter from City to Developer.

11. **Default.** In the event either Party fails to perform its obligations hereunder or to comply with the terms and commitments hereof, within thirty (30) days after giving written notice of default from the other Party, the non-defaulting Party may, at its election, have the following remedies, which shall be cumulative:

- a. all rights and remedies available at law and in equity, including but not limited to injunctive relief, specific performance, and/or damages;
- b. to cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and
- c. the right to withhold all further approvals, licenses, permits, or other rights associated with any activity or development described in this Agreement until such default is cured.

12. **Insolvency.** Insolvency, bankruptcy, or any voluntary or involuntary assignment by any Party for the benefit of creditors, which action is unresolved for a period of one hundred eighty (180) days, shall be deemed to be a default by such Party under this Agreement.

13. **Court Costs and Attorneys' Fees.** In the event of any legal action or defense between the Parties arising out of or related to this Agreement or any of the documents provided for herein, the prevailing Party or Parties shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their costs and reasonable attorneys' fees.

14. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such Party at:

Developer: Nilson Homes
1245 E Brickyard Rd #100
Salt Lake City, UT 84106

City: South Weber City

Attention: City Manager
1600 East South Weber Drive
South Weber, UT 84405

Any Party may change its address or notice by giving written notice to the other Party in accordance with the provisions of this section.

15. General Terms and Conditions.

16.1 Amendments. Any alteration or change to this Agreement shall be made only after complying with any applicable notice and hearing provisions of MLUDMA and applicable provisions of the City Laws.

16.2 Captions and Construction. This Agreement shall be construed according to its fair meaning and as if prepared by all Parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed so as to effectuate the public purposes, objectives and benefits set forth herein while protecting any compelling countervailing public interest and providing to Developer vested development rights as defined herein. As used in this Agreement, the words “include” and “including” shall mean “including, but not limited to” and shall not be interpreted to limit the generality of the terms preceding such word.

16.3 Term of Agreement. The term of this Agreement shall be for a period of five (5) years following the date of its adoption.

16.4 Agreement to Run with the Land. This Agreement shall be recorded in the office of the Davis County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns, and shall be construed in accordance with the City Laws. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Davis County, Utah.

16.5 Legal Representation. Each of the Parties hereto acknowledge that they each have been represented by legal counsel in negotiating this Agreement and that no Party shall have been deemed to have been the drafter of this Agreement

16.6 Non-Liability of City Officials. No officer, representative, agent or employee of the City shall be personally liable to any other Party hereto or any successor in interest or assignee of such Party in the event of any default or breach by the defaulting Party, or for any amount which may become due the non-defaulting Party, its successors or assigns, or for any obligation arising under the terms of this Agreement.

16.7 Entire Agreement. This Agreement, together with the exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior

negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.

16.8 No Third-Party Rights. The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Parties named herein. The Parties alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

16.9 Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of nature, government restrictions, regulations or controls, judicial orders, enemy or hostile government actions, war, civil commotions, fires, floods, earthquakes or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage. Any Party seeking relief under the provisions of this paragraph must have noticed the other parties in writing of a force majeure event within thirty (30) days following the occurrence of the claimed force majeure event.

16.10 Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

16.11 Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

16.12 Governing Law. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

16.13 Exhibits. Any exhibit to this Agreement is incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first written above.

“Developer”
NILSON HOMES

By _____

Title _____

“City”
SOUTH WEBER CITY

By _____
Mayor Jolene C. Sjoblom

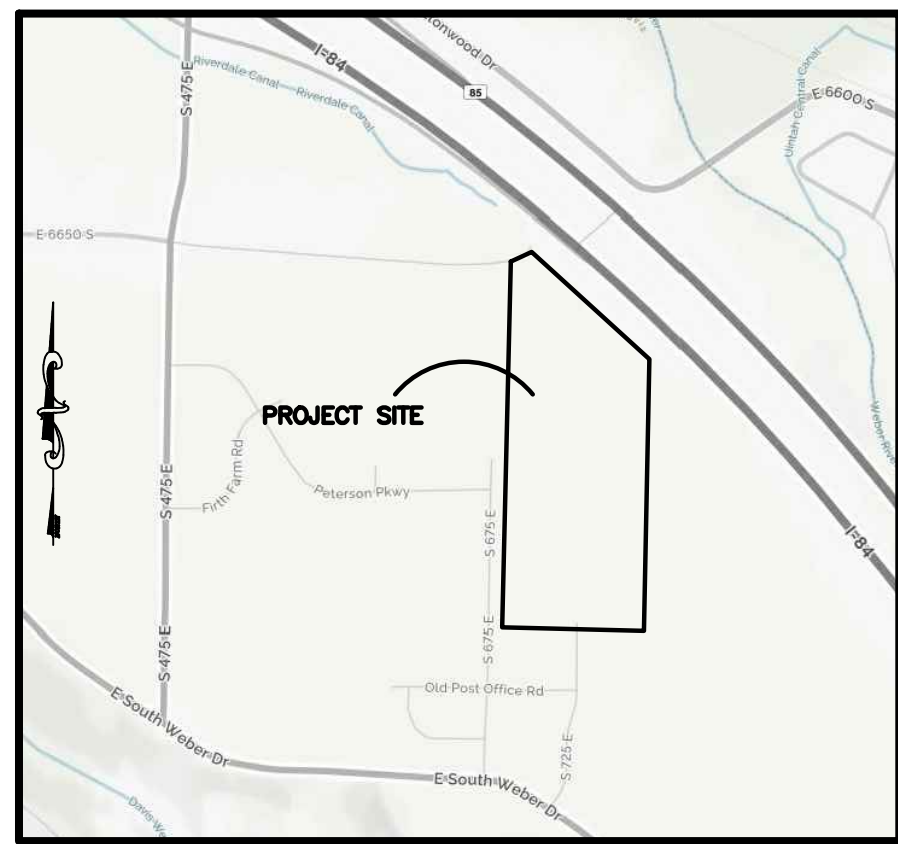
Attest:

South Weber City Recorder

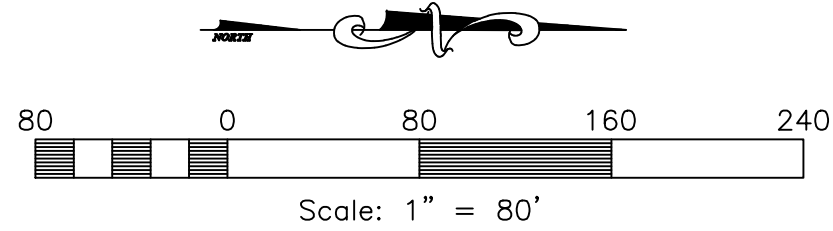
STAN COOK PROPERTY
BOUNDARY DESCRIPTION

ALL OF LOT 5 AND A PORTION OF LOT 6, OF STAN COOK SUBDIVISION PHASE 2 AMENDED SUBDIVISION, IN THE NORTHWEST QUARTER OF SECTION 28, 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING S00°36'39"W ALONG THE WEST SECTION LINE BETWEEN THE NORTHWEST CORNER AND THE WEST QUARTER CORNER, 431.51 FEET AND S89°23'48"E 1496.44 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 28; AND RUNNING THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 831.47 FEET, AN ARC LENGTH OF 107.35 FEET, A DELTA ANGLE OF 07°23'52", A CHORD BEARING OF N64°59'41"E, A RADIAL BEARING OF N21°18'23"W, AND A CHORD LENGTH OF 107.28 FEET; THENCE N62°26'35"E 32.14 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1619387.62 FEET, AN ARC LENGTH OF 710.66 FEET, A DELTA ANGLE OF 00°01'31", A CHORD BEARING OF S47°18'31"E, A RADIAL BEARING OF N42°42'14"E, AND A CHORD LENGTH OF 710.66 FEET; THENCE S01°04'36"W 1306.76 FEET; THENCE N88°37'55"W 664.59 FEET; THENCE N01°22'05"E 1712.80 FEET TO THE POINT OF BEGINNING.
CONTAINING 1,043,487 SQUARE FEET OR 23.955 ACRES MORE OR LESS



VICINITY MAP
SCALE: NONE



BOUNDARY DESCRIPTION

ALL OF LOT 5 AND A PORTION OF LOT 6, OF STAN COOK SUBDIVISION PHASE 2 AMENDED SUBDIVISION, IN THE NORTHWEST QUARTER OF SECTION 28, S 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING S00°36'39"W ALONG THE WEST SECTION LINE BETWEEN THE NORTHWEST CORNER AND THE WEST QUARTER CORNER, 431.51 FEET AND S89°23'48"E 1496.44 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 28; AND RUNNING THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 831.47 FEET, AN ARC LENGTH OF 107.35 FEET, A DELTA ANGLE OF 07°23'52", A CHORD BEARING OF N64°59'41"E, A RADIAL BEARING OF N21°18'23"W, AND A CHORD LENGTH OF 107.28 FEET; THENCE N62°26'35"E 32.14 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1619387.62 FEET, AN ARC LENGTH OF 710.66 FEET, A DELTA ANGLE OF 00°01'31", A CHORD BEARING OF S47°18'31"E, A RADIAL BEARING OF N42°42'14"E, AND A CHORD LENGTH OF 710.66 FEET; THENCE S01°04'36"W 1306.76 FEET; THENCE N88°37'55"W 664.59 FEET; THENCE N01°22'05"E 1712.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 1043487 SQUARE FEET OR 23.955 ACRES MORE OR LESS

ZONING INFO.

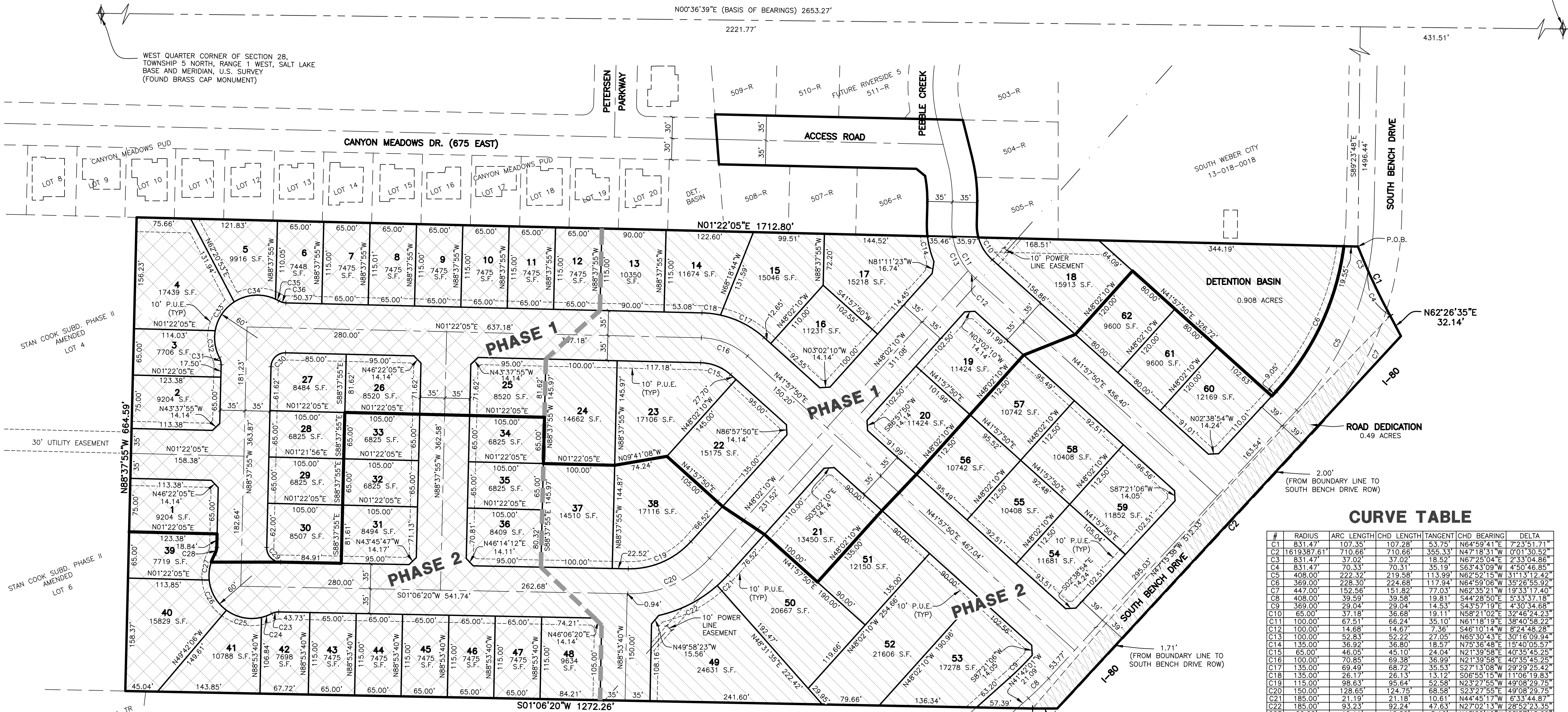
ZONE R-M (RESIDENTIAL MODERATE DENSITY)

FRONT SETBACK: 25 FEET
REAR SETBACK: 25 FEET
SIDE SETBACK: 10 FEET MIN. EACH SIDE
SIDE SETBACK FACING STREET: 20 FEET

ZONE R-P (RESIDENTIAL PATIO)

FRONT SETBACK: 20 FEET
REAR SETBACK: 10 FEET
SIDE SETBACK: 6 FEET MIN. EACH SIDE
SIDE SETBACK FACING STREET: 20 FEET

NORTHWEST CORNER OF SECTION 28,
TOWNSHIP 5 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN, U.S.
SURVEY (FOUND BRASS CAP
MONUMENT)



CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	831.47	107.35	107.28	53.75	N64°59'41"E	72°3'51.71"
C2	1619387.61	710.66	710.66	355.33	N47°18'31"W	00°1'30.52"
C3	831.47	37.02	37.02	18.52	N67°25'04"E	2°33'04.86"
C4	831.47	70.33	70.31	35.19	S63°43'09"W	4°50'46.85"
C5	408.00	222.32	219.58	113.99	N62°52'15"W	31°13'12.42"
C6	369.00	228.30	224.68	117.94	N64°59'05"W	35°26'55.92"
C7	447.00	152.56	151.82	77.03	N62°39'21"W	19°33'11.40"
C8	408.00	39.59	39.58	19.81	S44°28'50"E	5°33'37.18"
C9	369.00	29.04	29.04	14.53	S43°57'19"E	4°30'34.68"
C10	65.00	37.18	36.68	19.11	N58°21'02"E	37°45'24.23"
C11	100.00	67.51	66.24	35.10	N61°18'19"E	38°40'58.22"
C12	100.00	14.68	14.67	7.36	S46°10'14"W	8°24'48.28"
C13	100.00	52.83	52.27	27.05	N65°30'43"E	30°16'09.94"
C14	135.00	36.92	36.80	18.57	N75°36'48"E	15°40'05.51"
C15	65.00	46.05	45.10	24.04	N21°39'58"E	40°35'45.25"
C16	100.00	70.85	69.38	36.99	N21°39'58"E	40°35'45.25"
C17	135.00	69.49	68.72	35.53	S27°13'08"W	28°23'25.42"
C18	135.00	26.17	26.15	13.12	S05°55'15"W	1°06'19.83"
C19	115.00	98.63	95.64	52.58	N23°27'55"W	49°08'29.75"
C20	150.00	128.65	124.75	68.58	S23°27'55"E	49°08'29.75"
C21	185.00	21.19	21.18	10.61	N44°45'19"W	6°33'44.87"
C22	185.00	93.23	92.24	47.63	N27°02'13"W	28°52'23.35"
C23	20.00	10.11	10.00	5.16	N1°22'19"W	28°57'18.09"
C24	60.00	15.43	15.38	7.76	S20°25'03"E	14°43'50.17"
C25	60.00	51.72	50.14	27.59	S11°34'41"W	49°23'37.27"
C26	60.00	50.25	48.79	26.70	S60°15'55"W	47°58'50.61"
C27	60.00	37.77	37.15	19.53	N77°42'38"W	36°04'03.14"
C28	20.00	5.16	5.16	5.16	N74°09'10"W	28°57'18.09"
C29	20.00	31.51	28.35	20.09	N46°14'12"E	90°15'45.00"
C30	20.00	31.42	28.28	20.00	S43°37'55"E	90°00'00.00"
C31	20.00	10.11	10.00	5.16	S76°53'26"W	28°57'18.09"
C32	60.00	19.13	18.44	9.44	N81°05'40"E	37°21'45.96"
C33	60.00	49.63	48.23	26.34	S56°31'35"E	47°23'45.10"
C34	60.00	60.61	58.07	33.18	N03°53'20"W	57°52'44.60"
C35	60.00	5.32	5.32	5.32	N27°41'13"E	51°16'20.51"
C36	20.00	10.11	10.00	5.16	N15°50'44"E	28°57'18.09"

LEGEND

- = SECTION CORNER
- = BOUNDARY LINE
- = LOT LINE
- = ROAD CENTERLINE
- = ADJOINING PROPERTY
- = SECTION TIE LINE
- = EASEMENT
- = POWER LINE
- = PUBLIC UTILITY EASEMENT
- = EXISTING BUILDING
- = R-M PRUD AREA
- = R-P AREA
- = ROAD DEDICATION

DESIGN SPECS.

TOTAL AREA.....23.97 ACRES
R-P AREA.....9.13 ACRES
R-M AREA.....14.84 ACRES
NET DEVELOPABLE AREA.....15.50 ACRES
OPEN SPACE AREA.....0.91 ACRES
62 LOTS PROPOSED

Stan Cook Property

South Weber City, Davis County, Utah

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST RIVERDALE, UTAH 84405
TEL: (801) 621-1100 FAX: (801) 621-2666 WWW.REEVE-ASSOC.COM
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
DESIGN • CONSTRUCTION • CONSULTING • LABORATORY ADVISORS

REVISIONS	DESCRIPTION
DATE	

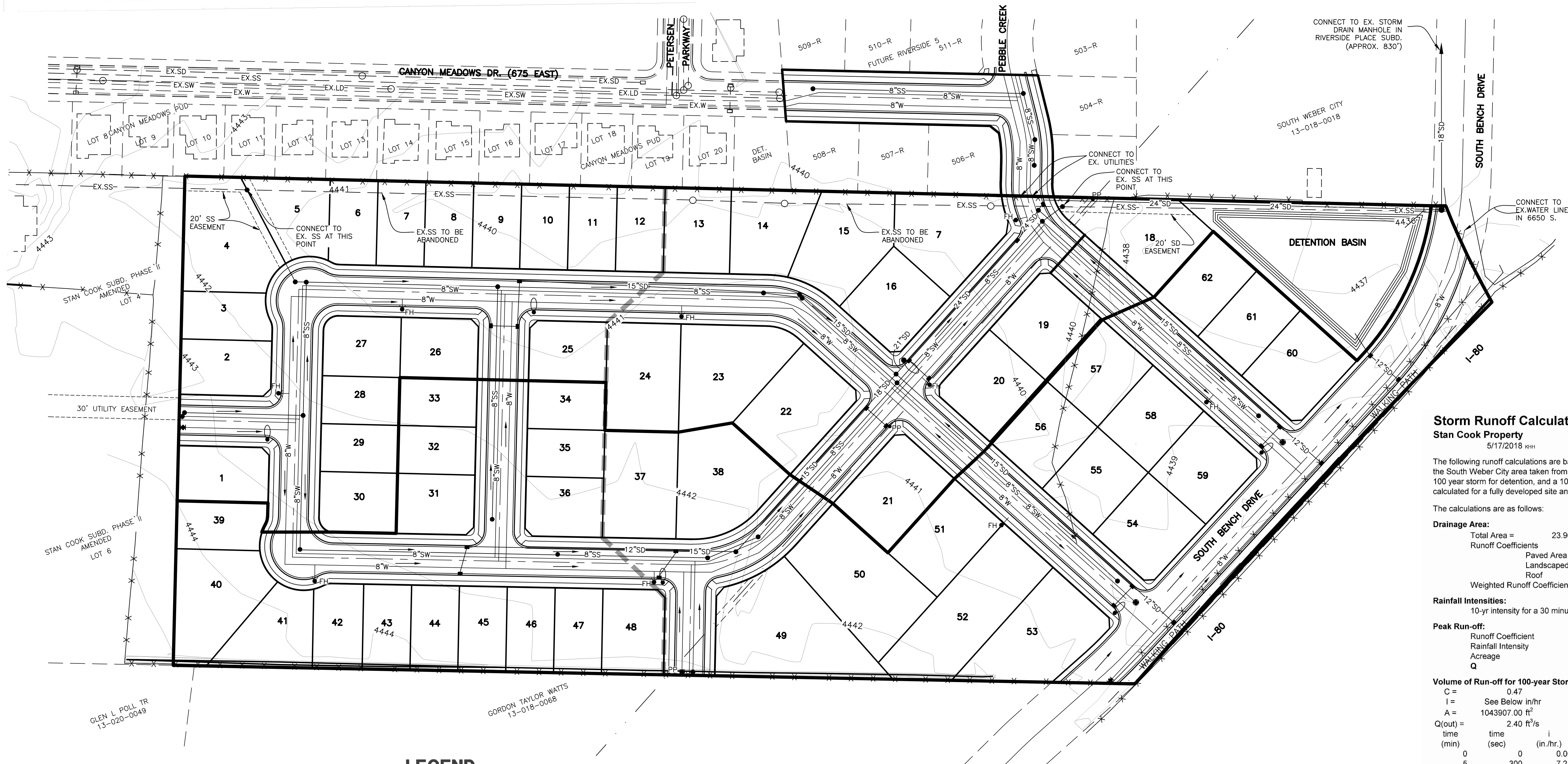
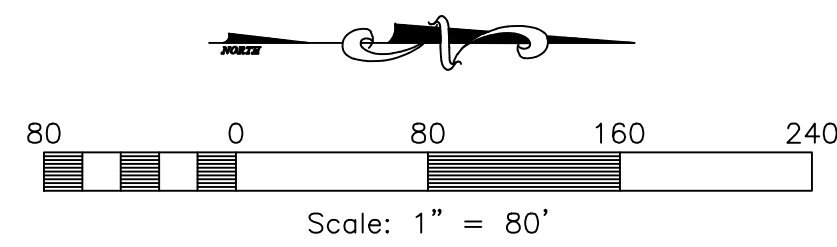
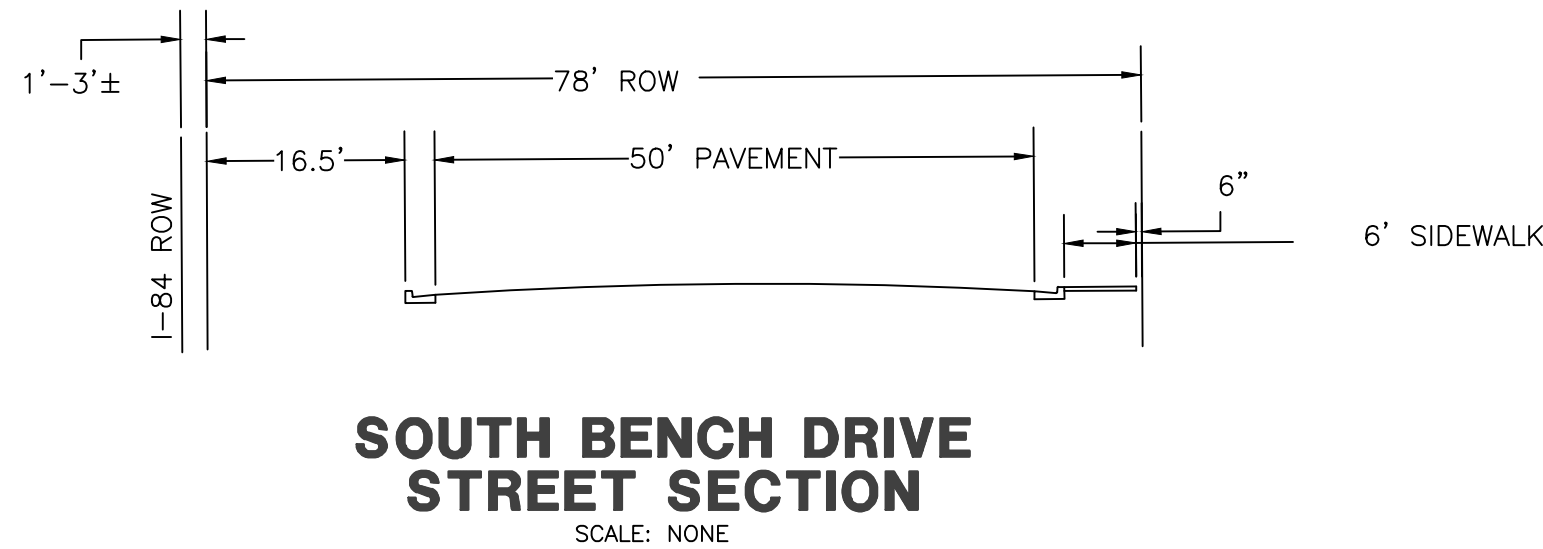
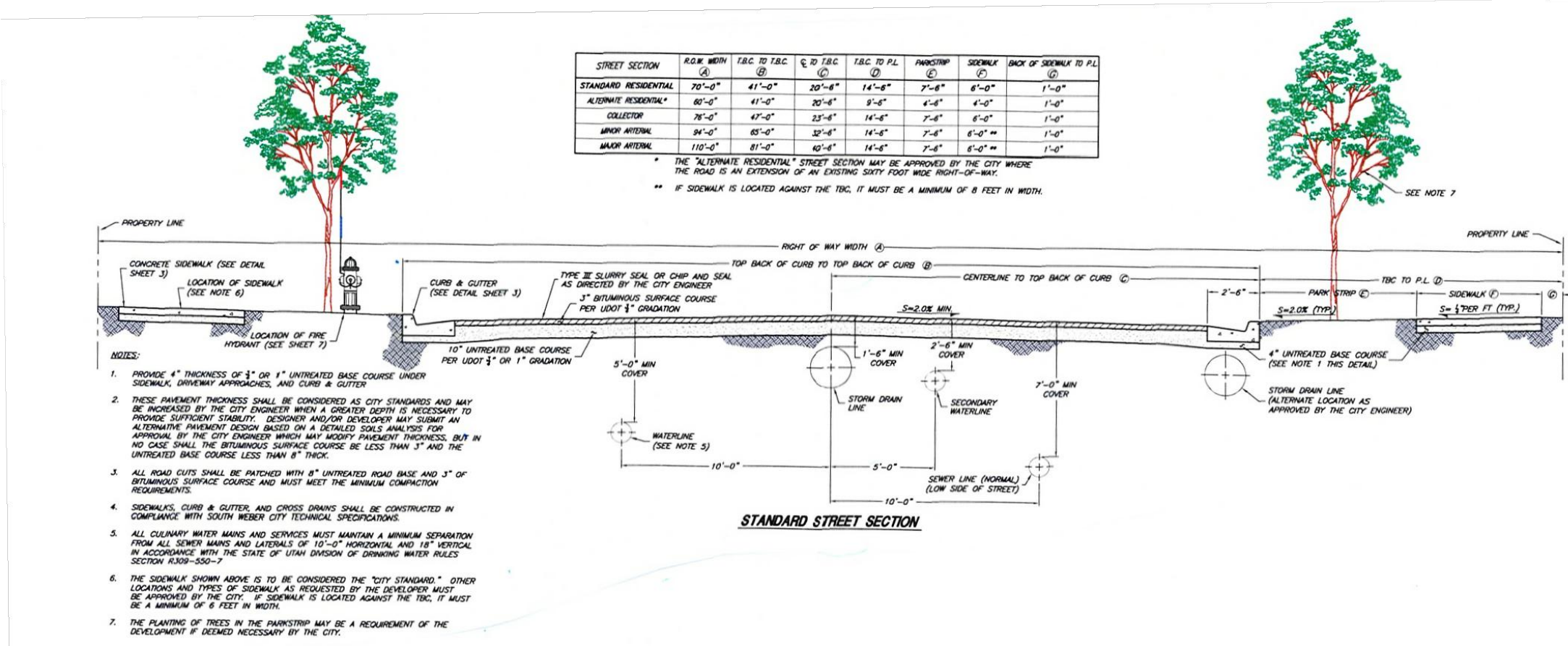
Stan Cook Property
PART OF THE NORTHWEST QUARTER OF SECTION 28, T.5N., R.1W., S.1B. & M., U.S. SURVEY
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

Preliminary Plat
'Not to be Recorded'

Project Info.
Engineer: N. Reeve
Designer: C. Cave
Begin Date: August 28, 2017
Name: STAN COOK PROPERTY
Number: 1301-D25

Sheet **2**
1 Sheets

Revised: 6-7-18



Storm Runoff Calculations Stan Cook Property

5/17/2018 RSH

The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for the South Weber City area taken from the NOAA Atlas 14 data provided in the city standards, using a 100 year storm for detention, and a 10 year storm for pipe conveyance. Storm water runoff has been calculated for a fully developed site and limited to a release rate of 0.1 cfs/acre.

The calculations are as follows:

Drainage Area:	
Total Area =	23.96 acre or 1,043,907 ft ²
Runoff Coefficients	
Paved Area	280,676 C = 0.9
Landscaped Area	639,231 C = 0.2
Roof	124,000 C = 0.9
Weighted Runoff Coefficient	C = 0.47

Rainfall Intensities:	
10-yr intensity for a 30 minute TOC - Pipe Capacity	1.56 in/hr

Peak Run-off:	
Runoff Coefficient	C = 0.47
Rainfall Intensity	i = 1.56 IN./HR.
Acreage	A = 23.96 ACRES
Q	Q = 17.62 cfs

Volume of Run-off for 100-year Storm Event:

C =	0.47		
i =	See Below in/hr		
A =	1043907.00 ft ²		
Q(out) =	2.40 ft ³ /s	(0.1 cfs per acre)	
time (min)	time (sec)	i (in./hr.)	Q (cfs)
0	0	0.00	0.00
5	300	7.21	82.12
10	600	5.48	62.42
15	900	4.53	51.60
30	1800	3.05	34.74
60	3600	1.89	21.53
120	7200	1.08	12.30
180	10800	0.74	8.42
360	21600	0.41	4.66
720	43200	0.25	2.86
1440	86400	0.14	1.59

Aboveground Basin Sizing	
Top Area	30963
Bottom Area	24126
Depth	3
Average Area	27545
Volume	82634 ft ³

SUMMARY:
The required storage volume is **71,315** cubic feet

NOTES

- LAND DRAIN IS NOT REQUIRED PER GEOTECHNICAL REPORT BY CMT ENGINEERING LABORATORIES. (CMT PROJECT NO. 10868, DATED MARCH 8, 2018)
- ALL STREETS SHOWN HEREON ARE 70' PUBLIC RIGHT OF WAY EXCEPT SOUTH BENCH DRIVE (78' RIGHT OF WAY)
- CONTOURS ARE SHOWN IN ONE FOOT INTERVALS
- LAND USE SEPARATION FENCING WILL BE INSTALLED ALONG AGRICULTURAL ZONED NEIGHBORING PROPERTIES.
- PROPERTY IS IN FEMA FLOOD ZONE X ACCORDING TO FEMA FLOOD MAP 49011C0089E EFF. 6-18-2007

LEGEND

- = BOUNDARY LINE
- = LOT LINE
- = ADJOINING PROPERTY
- = ROAD CENTERLINE
- - - = EASEMENT
- = POWER LINE
- SS— = PROPOSED SANITARY SEWER LINE
- EX.SS— = EXISTING SANITARY SEWER LINE
- SW— = PROPOSED SECONDARY WATER LINE
- EX.SW— = EXISTING SECONDARY WATER LINE (SIZE VARIES)
- W— = PROPOSED CULINARY WATER LINE (SIZE VARIES)
- EX.W— = EXISTING CULINARY WATER LINE
- SD— = PROPOSED STORM DRAIN (SIZE VARIES)
- EX.SD— = EXISTING STORM DRAIN
- = PROPOSED FIRE HYDRANT
- = PROPOSED SANITARY SEWER MANHOLE
- = EXISTING SANITARY SEWER/ STORM DRAIN MANHOLE
- = PROPOSED STORM DRAIN MANHOLE
- = PROPOSED SINGLE GRATE CATCH BASIN WITH BICYCLE-SAFE GRATE
- = EXISTING CATCH BASIN
- = AIR-VAC ASSEMBLY
- = PROPOSED STREET LIGHT
- PP = POWER POLE
- ⊗ = PLUG W/ 2" BLOW-OFF
- EX.LD— = EXISTING LAND DRAIN
- X— = EXISTING FENCE LINE

Stan Cook Property

South Weber City, Davis County, Utah

Developer:

Nilson Homes
Mark Staples
5617 S. 1475 E.
Ogden, UT. 84403
(801) 392-8100

REVISIONS	DESCRIPTION
DATE	

Stan Cook Property
PART OF THE NORTHWEST QUARTER OF SECTION 28, T.5N., R.1W., S.1B & M., U.S. SURVEY
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

Preliminary Utilities Plat
'Not to be Recorded'

Project Info.
Engineer: N. Reeve
Designer: C. Cave
Begin Date: August 28, 2017
Name: STAN COOK PROPERTY
Number: 1301-025

Sheet	2
2	Sheets

Revised: 6-7-18

SOUTH BENCH DRIVE OVERALL PROJECT LAYOUT

JA
SCALE:
1" = 200'

OLD MAPLE ROAD

6650 SOUTH

475 EAST

STEPHENS PROPERTY

SOUTH BENCH DRIVE

78' ROW

70' ROW

RIVERSIDE PLACE SUBDIVISION

GREEN SPRINGS ROAD

PEBBLE CREEK DRIVE

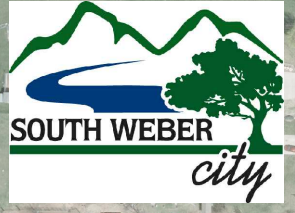
POSSE GROUNDS

I-84 EASTBOUND

I-84 WESTBOUND

FUTURE
78' ROW

STAN COOK PROPERTY



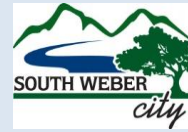
- EXHIBIT C -

DATE: JUNE 6, 2018





South Weber City Corporation
South Bench Drive Construction Project
Cost Estimate Summary & Proportionate Share Analysis
Date: June 5, 2018



Project Cost Summary

Cost Comparisons		70' ROW	78' ROW
1	General (Mobilization, SWPPP, and Traffic Control)	\$5,000.00	\$5,000.00
2	Water	\$59,540.00	\$59,540.00
3	Storm Drain	\$56,200.00	\$71,700.00
4	Roadway	\$253,725.00	\$349,400.50
5	Trail	\$29,726.00	\$29,726.00
Subtotal =		\$404,191.00	\$515,366.50
5% Engineering & Construction Management* =		\$20,209.55	\$25,768.33
10% Contingency** =		\$40,419.10	\$51,536.65
PROJECT TOTAL =		\$464,819.65	\$592,671.48
CONSTRUCTION UPSIZE COST =			\$127,851.83
Property			
A	70' ROW (Developer)	58,100 s.f. \$2.30	\$133,630.00
B	78' ROW (City)	64,740 s.f. \$2.30	\$148,902.00
PROPERTY UPSIZE COST =			\$15,272.00
TOTAL PROJECT UPSIZE COST =			\$143,123.83

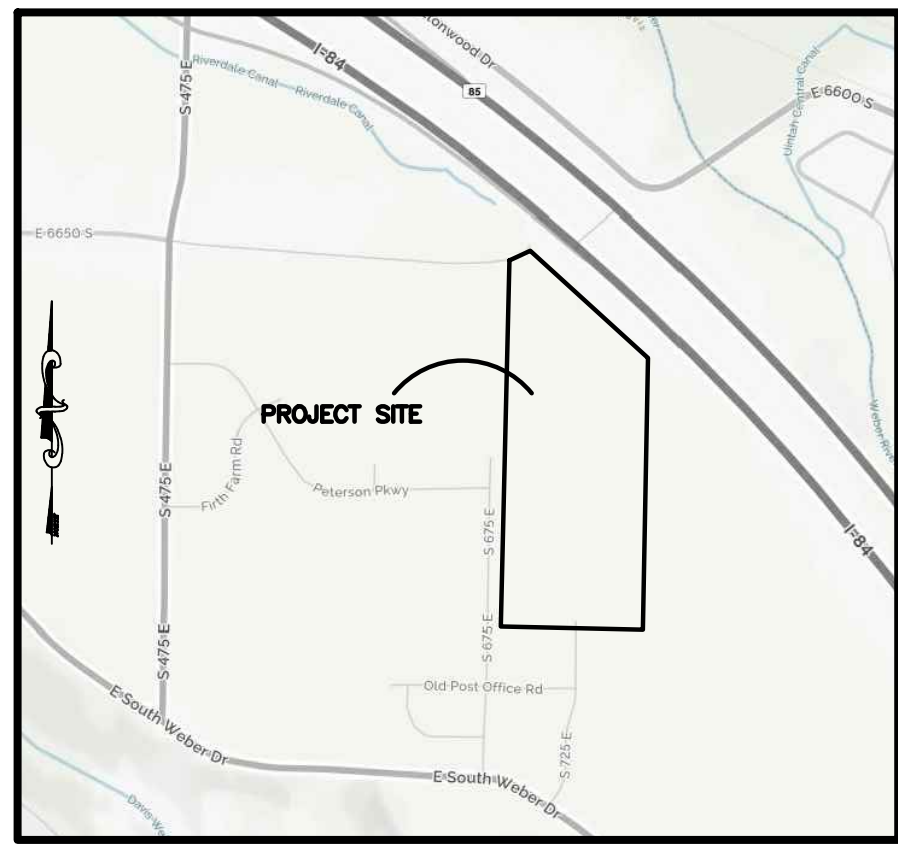
* Includes topographic survey, engineering design, bidding, construction staking, inspections, project meetings, field modifications, processing of change orders and pay requests.

** Includes minor items not shown in the estimate, difference between estimated and actual unit costs, potential quantity changes, potential change orders from unforeseen circumstances.

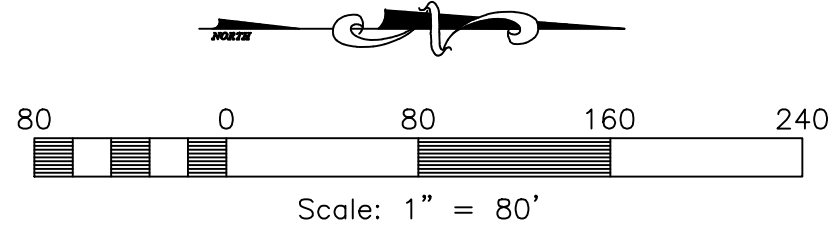
STAN COOK PROPERTY
BOUNDARY DESCRIPTION

ALL OF LOT 5 AND A PORTION OF LOT 6, OF STAN COOK SUBDIVISION PHASE 2 AMENDED SUBDIVISION, IN THE NORTHWEST QUARTER OF SECTION 28, 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING S00°36'39"W ALONG THE WEST SECTION LINE BETWEEN THE NORTHWEST CORNER AND THE WEST QUARTER CORNER, 431.51 FEET AND S89°23'48"E 1496.44 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 28; AND RUNNING THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 831.47 FEET, AN ARC LENGTH OF 107.35 FEET, A DELTA ANGLE OF 07°23'52", A CHORD BEARING OF N64°59'41"E, A RADIAL BEARING OF N21°18'23"W, AND A CHORD LENGTH OF 107.28 FEET; THENCE N62°26'35"E 32.14 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1619387.62 FEET, AN ARC LENGTH OF 710.66 FEET, A DELTA ANGLE OF 00°01'31", A CHORD BEARING OF S47°18'31"E, A RADIAL BEARING OF N42°42'14"E, AND A CHORD LENGTH OF 710.66 FEET; THENCE S01°04'36"W 1306.76 FEET; THENCE N88°37'55"W 664.59 FEET; THENCE N01°22'05"E 1712.80 FEET TO THE POINT OF BEGINNING.
CONTAINING 1,043,487 SQUARE FEET OR 23.955 ACRES MORE OR LESS



VICINITY MAP
SCALE: NONE



BOUNDARY DESCRIPTION

ALL OF LOT 5 AND A PORTION OF LOT 6, OF STAN COOK SUBDIVISION PHASE 2 AMENDED SUBDIVISION, IN THE NORTHWEST QUARTER OF SECTION 28, 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING 500°36'39"W ALONG THE WEST SECTION LINE BETWEEN THE NORTHWEST CORNER AND THE WEST QUARTER CORNER, 431.51 FEET AND S89°23'48"E 1496.44 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 28; AND RUNNING THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 831.47 FEET, AN ARC LENGTH OF 107.35 FEET, A DELTA ANGLE OF 07°23'52", A CHORD BEARING OF N64°59'41"E, A RADIAL BEARING OF N21°18'23"W, AND A CHORD LENGTH OF 107.28 FEET; THENCE N62°26'35"E 32.14 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1619387.62 FEET, AN ARC LENGTH OF 710.66 FEET, A DELTA ANGLE OF 00°01'31", A CHORD BEARING OF S47°18'51"E, A RADIAL BEARING OF N42°42'14"E, AND A CHORD LENGTH OF 710.66 FEET; THENCE S01°04'36"W 1306.76 FEET; THENCE N88°37'55"W 664.59 FEET; THENCE N01°22'05"E 1712.80 FEET TO THE POINT OF BEGINNING.

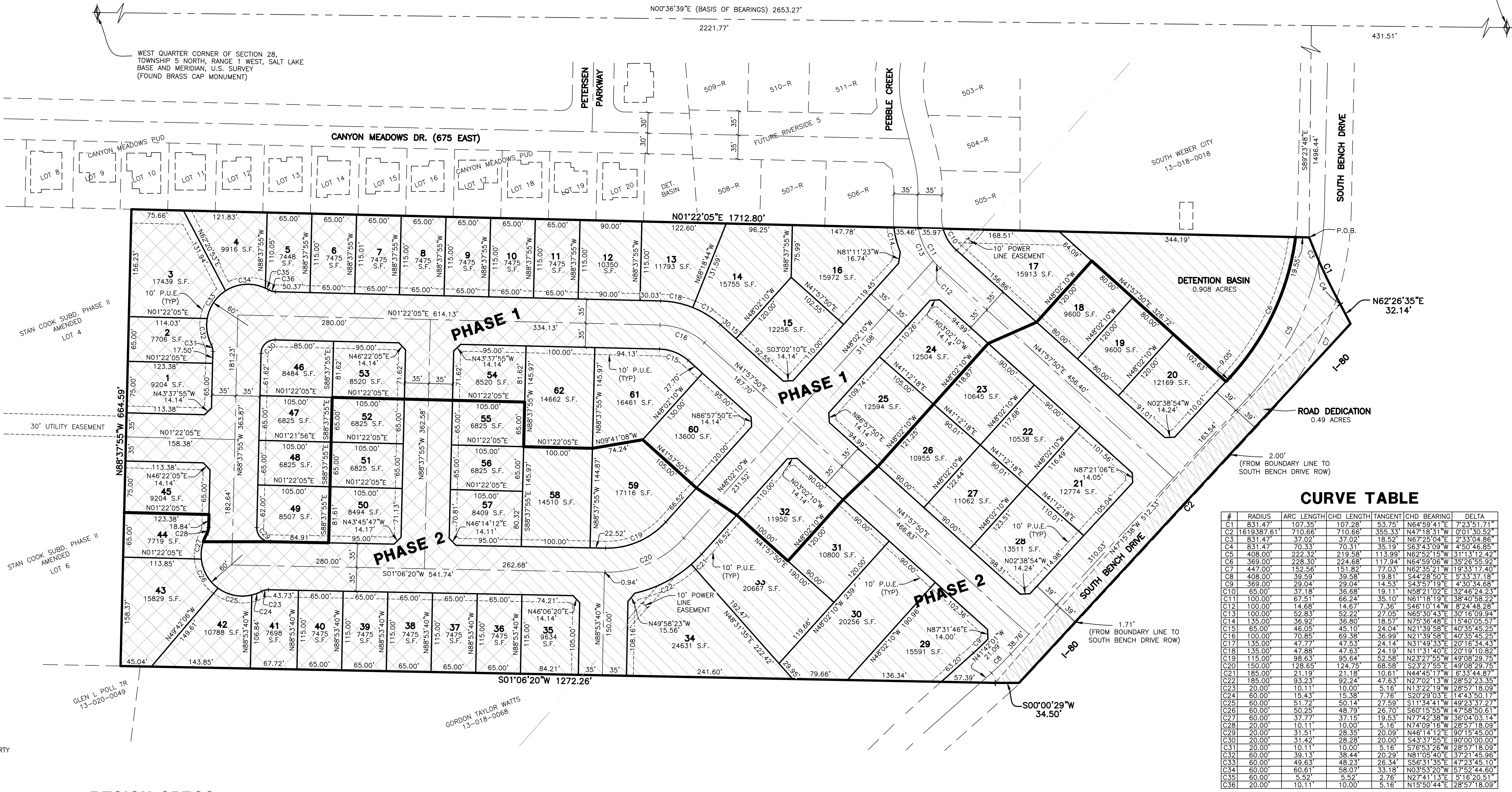
CONTAINING 1043487 SQUARE FEET OR 23.955 ACRES MORE OR LESS

ZONING INFO.

ZONE R-M (RESIDENTIAL MODERATE DENSITY)
FRONT SETBACK: 25 FEET
REAR SETBACK: 25 FEET
SIDE SETBACK: 10 FEET MIN. EACH SIDE
SIDE SETBACK FACING STREET: 20 FEET

ZONE R-P (RESIDENTIAL PATIO)
FRONT SETBACK: 20 FEET
REAR SETBACK: 10 FEET
SIDE SETBACK: 6 FEET MIN. EACH SIDE
SIDE SETBACK FACING STREET: 20 FEET

NORTHWEST CORNER OF SECTION 28,
TOWNSHIP 5 NORTH, RANGE 1 WEST,
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C9	369.00	29.04	29.04	14.53	S43°57'19"E	4°30'34.68"
C10	65.00	37.18	36.68	19.11	N59°21'02"E	37°45'24.23"
C11	100.00	67.51	66.24	35.10	N61°18'19"E	38°40'58.22"
C12	100.00	14.68	14.67	7.36	S46°10'14"W	8°24'48.28"
C13	100.00	52.83	52.22	27.05	N65°30'43"E	30°16'09.94"
C14	135.00	36.92	36.80	18.57	N75°36'48"E	15°40'05.51"
C15	65.00	46.05	45.10	24.04	N21°39'58"E	40°35'45.25"
C16	100.00	70.85	69.38	36.99	N21°39'58"E	40°35'45.25"
C17	135.00	47.77	47.53	24.14	N31°49'33"E	20°16'04.43"
C18	135.00	47.88	47.63	24.19	N11°31'40"E	20°19'10.82"
C19	115.00	98.63	95.64	52.58	N23°27'55"W	49°08'29.75"
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C25	60.00	51.72	50.14	27.59	S11°34'41"W	49°23'37.27"
C26	60.00	50.25	48.79	26.70	S60°15'55"W	47°58'50.61"
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C34	60.00	60.61	58.07	33.18	N03°53'20"W	57°52'44.60"
C35	60.00	5.52	5.52	5.52	N27°41'13"E	51°16'20.51"
C36	20.00	10.11	10.00	5.16	N15°50'44"E	28°57'18.09"

LEGEND

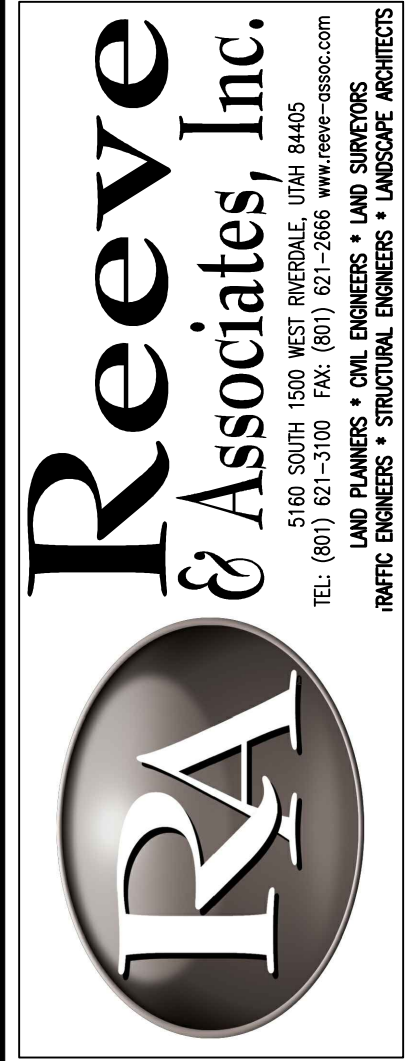
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- BOUNDARY LINE
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Stan Cook Property

South Weber City, Davis County, Utah

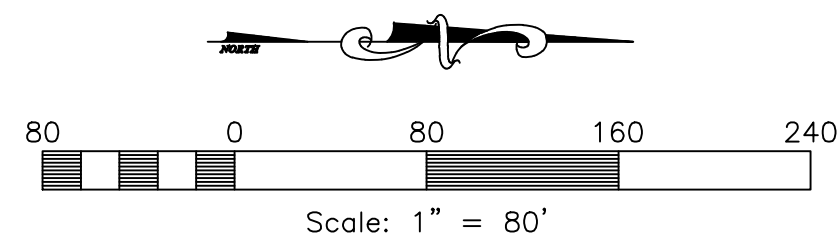
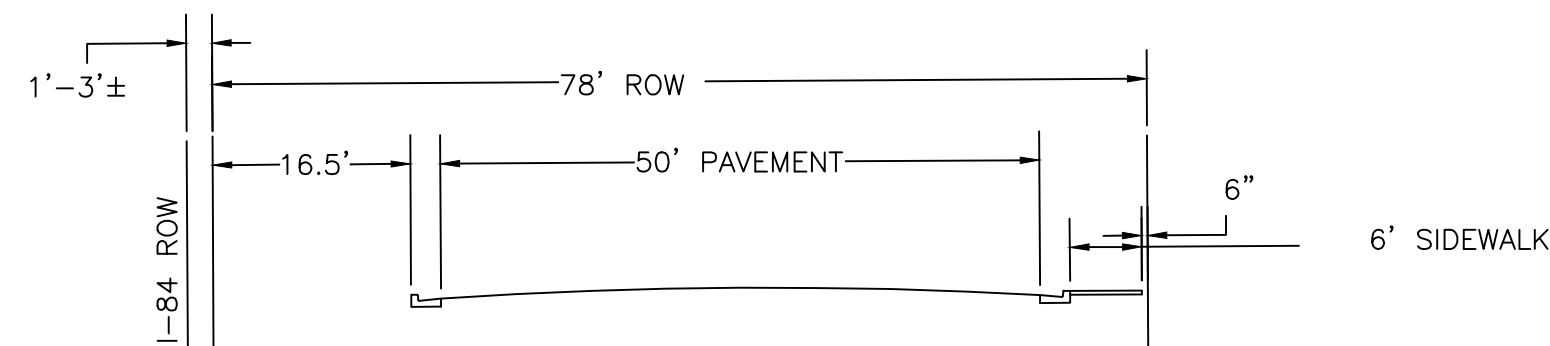


REVISIONS	DESCRIPTION
DATE	

Stan Cook Property
PART OF THE NORTHWEST QUARTER OF SECTION 28, T.5N., R.1W., S.LB. & M., U.S. SURVEY
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

Preliminary Plat
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Project Info.
Engineer: N. Reeve
Designer: C. Gave
Begin Date: August 28, 2017
Name: STAN COOK PROPERTY
Number: 1301-025



SCALE: NONE



Stan Cook Property

5/17/2018 KH

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Runoff Coefficients		
	Paved Area	280,676
	Landscaped Area	639,231
	Roof	124,000
Weighted Runoff Coefficient		

Rainfall Intensities:	
10-yr intensity for a 30 minute TOC - Pipe Capacity	1.56 in/hr

Peak Run-off:			
Runoff Coefficient	C =		0.47
Rainfall Intensity	i =		1.56 IN./HR.
Acreage	A =		23.96 ACRES
Q	Q =		17.62 cfs

Volume of Run-off for 100-year Storm Event

C =	0.47		
I =	See Below in/hr		
A =	1043907.00 ft ²		
Q(out) =	2.40 ft ³ /s	(0.1 cfs per acre)	
time (min)	time (sec)	i (in./hr.)	Q (cfs)
0	0	0.00	0.00
5	300	7.21	82.12
10	600	5.48	62.42
15	900	4.53	51.60
30	1800	3.05	34.74
60	3600	1.89	21.53
120	7200	1.08	12.30
180	10800	0.74	8.42
360	21600	0.41	4.66
720	43200	0.25	2.86
1440	86400	0.14	1.59

Aboveground Basin Sizing	
Top Area	30963
Bottom Area	24126
Depth	3
Average Area	27545
Volume	82634 ft³

SUMMARY:

The required storage volume is 71,315 cubic feet

1. LAND DRAIN IS NOT REQUIRED PER GEOTECHNICAL REPORT BY CMT ENGINEERING LABORATORIES. (CMT PROJECT NO. 10868, DATED MARCH 8, 2018)
2. ALL STREETS SHOWN HEREON ARE 70' PUBLIC RIGHT OF WAY EXCEPT SOUTH BENCH DRIVE (78' PUBLIC RIGHT OF WAY)
3. CONTOURS ARE SHOWN IN ONE FOOT INTERVALS
4. LAND USE SEPARATION FENCING WILL BE INSTALLED ALONG AGRICULTURAL ZONED NEIGHBORING PROPERTIES.
5. PROPERTY IS IN FEMA FLOOD ZONE X ACCORDING TO FEMA FLOOD MAP 49011C0089E EFF. 6-18-2007

=====	=	BOUNDARY LINE			=	PROPOSED FIRE HYDRANT
=====	=	LOT LINE		●	=	PROPOSED SANITARY SEWER MANHOLE
-----	=	ADJOINING PROPERTY		○	=	EXISTING SANITARY SEWER/ STORM DRAIN MANHOLE
-----	=	ROAD CENTERLINE		■	=	PROPOSED STORM DRAIN MANHOLE
-----	=	EASEMENT		■	=	PROPOSED SINGLE GRATE CATCH BASIN WITH BICYCLE-SAFE GRATE
-----	=	POWER LINE		□	=	EXISTING CATCH BASIN
SS	=	PROPOSED SANITARY SEWER LINE		●	=	AIR-VAC ASSEMBLY
-EX.SS-	=	EXISTING SANITARY SEWER LINE		○	=	PROPOSED STREET LIGHT
SW	=	PROPOSED SECONDARY WATER LINE		●	=	POWER POLE
-EX.SW-	=	EXISTING SECONDARY WATER LINE (SIZE VARIES)		●	=	PLUG W/ 2" BLOW-OFF
W	=	PROPOSED CULINARY WATER LINE (SIZE VARIES)		PP	=	EXISTING LAND DRAIN
-EX.W-	=	EXISTING CULINARY WATER LINE		×	=	EXISTING FENCE LINE
SD	=	PROPOSED STORM DRAIN (SIZE VARIES)				
-EX.SD-	=	EXISTING STORM DRAIN				

Nilson Homes
Mark Staples
5617 S. 1475 E.
Ogden, UT. 84403
(801) 392-8100

South Weber City, Davis County, Utah

Stan Cook Property

PART OF THE NORTHWEST QUARTER OF SECTION 28, T.5N., R.1W., S.L.B & M., U.S. SURVEY
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

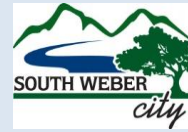
Preliminary Utilities Plat 'Not to be Recorded'

Project Info.

Engineer: N. Reeve
Designer: C. Cave
Begin Date: August 28, 2017
Name: STAN COOK PROPERTY
Number: 1301-D25



South Weber City Corporation
South Bench Drive Construction Project
Cost Estimate Summary & Proportionate Share Analysis
Date: June 5, 2018



Project Cost Summary

Cost Comparisons		<u>70' ROW</u>	<u>78' ROW</u>	
1	General (Mobilization, SWPPP, and Traffic Control)	\$5,000.00	\$5,000.00	
2	Water	\$59,540.00	\$59,540.00	
3	Storm Drain	\$56,200.00	\$71,700.00	
4	Roadway	\$253,725.00	\$349,400.50	
5	Trail	\$29,726.00	\$29,726.00	
Subtotal =		\$404,191.00	\$515,366.50	
5% Engineering & Construction Management* =		\$20,209.55	\$25,768.33	
10% Contingency** =		\$40,419.10	\$51,536.65	
PROJECT TOTAL =		\$464,819.65	\$592,671.48	
CONSTRUCTION UPSIZE COST =			\$127,851.83	
<u>Property</u>				
A	70' ROW (Developer)	58,100 s.f.	\$2.30	\$133,630.00
B	78' ROW (City)	64,740 s.f.	\$2.30	\$148,902.00
PROPERTY UPSIZE COST =				\$15,272.00
TOTAL PROJECT UPSIZE COST =				\$143,123.83

* Includes topographic survey, engineering design, bidding, construction staking, inspections, project meetings, field modifications, processing of change orders and pay requests.

** Includes minor items not shown in the estimate, difference between estimated and actual unit costs, potential quantity changes, potential change orders from unforeseen circumstances.

Development Agreement

This Development Agreement ("Agreement") is made and entered this 31st day of May, 2018 by and between **MB-Riverside Place 4,5 &6, LLC** ("Grantor") and **Nilson Homes**, and/or assigns ("Grantee").

In consideration of the promises and mutual covenants set forth herein, Grantor and Grantee agree as follows:

1. DESCRIPTION OF PROPERTY TO BE DEVELOPED – Grantor hereby agrees to grant to Grantee a temporary construction easement ("Property") for the construction of a public road (See Exhibit "A") together with all utilities and laterals based on construction plans approved by Grantee and the City of South Weber. A legal description shall be prepared by Grantee and approved by Grantor prior to granting of the easement.

Grantee shall prepare construction plans which will include all improvements to allow for the recordation of a plat of Grantor's lots adjacent to said construction easement, at Grantor's option. Said plans must be approved by the Grantor and the City of South Weber.

2. PURCHASE PRICE – The Purchase Price for the temporary construction easement shall be \$30,000 which shall be paid at the time the temporary construction easement is given to the Grantee.
 - a) Grantee shall be responsible for all costs associated with the engineering and construction of all improvements located within the Property. Furthermore, Grantee shall be responsible for all warranties and bonding required by the City of South Weber.
 - b) The parties agree that any necessary and approved changes by the parties and South Weber City to the original plans will be added to the reimbursement amount.
 - c) The temporary construction and commitment to dedicate the Property shall terminate automatically in the event Grantee does not get approval for its project and begin construction on the Property on or before 24 months from the date of the execution of this Agreement by the parties.
 - d) Grantee shall assign to Grantor an interest in the contract between Grantee and it's Contractor in which the warranty for the contractors work will add Grantor as an additional insured.
 - e) Grantee shall have it's contractor name Grantor as an additional insured under the contractor's liability insurance policy.
 - f) Payment for the Temporary Construction Easement shall be made within 10 business days after final plat approval for Phase I of Grantee's project.

Grantor's Initials HH Date 5/31/18 Grantee's Initials BN Date 5/31/18 1

3. GRANTOR'S REPRESENTATIONS AND WARRANTIES – Grantor represents, warrants and covenants the following to Grantee:
- a) Title – Grantor represents and warrants to Grantee that Grantor has title to the subject property and has fully authority to grant the temporary construction easement to Grantee.
 - b) Other Claims or Commitments – There are no written or verbal contracts or agreements for the sale, lease, rental or use of the Property or any portion thereof, which contract, or agreement may be binding against the Property and may subsequently result in a claim against Grantee. Also, there are no other agreements, whether written or unwritten, covering or affecting the Property which may subsequently result in a claim against the Grantee.
 - c) Legal Action – There is not action, suit, proceeding or investigation pending, or to Grantor's knowledge threatened, before any agency, court, or other governmental authority which relates to the Property or Grantee's intended use thereof.
 - d) Dedication – Grantor agrees to dedicate the Property to the City if required as part of the development of Phase I of Grantee's adjoining property.
4. GRANTOR'S OBLIGATIONS PENDING DELIVERY – During the term of this agreement until termination as herein provided, Grantor covenants and agrees to perform the following obligations.
- a) Sell or Encumber Property – Grantor shall not sell, assign, or convey any right, title or interest whatsoever in Property, or create or permit to exist any lien, encumbrance or charge thereon.
 - b) Representations and Warranties – Grantor shall not take any action, or omit to take any action, that would have the effect of violating any of its representations, warranties, covenants, and agreements contained herein.
 - c) Memorandum of Agreement – Grantor shall, upon request by Grantee, execute a memorandum of this Agreement which Grantee may record.
5. COST REIMBURSEMENT – Grantor hereby agrees to reimburse Grantee for all costs associated with the engineering and construction of the improvements on the Property within 24 months of the installation of said improvement on the Property. Payment may be made on a lot by lot basis or a lump sum on or before the two-year anniversary of the granting of the temporary construction easement.
- Grantee shall submit to Grantor for approval a bid for said improvements to the Property. Grantor's obligation to reimburse Grantee shall be based on said bid.
6. SECURITY INTEREST - Grantor agrees to secure the obligation to reimburse Grantee for the improvements to the Property by recording a Trust Deed on each of the lots fronting the fully improved Property.

Grantor's Initials JA Date 5/31/18 Grantee's Initials BN Date 5/31/18 2

- a) Upon receipt of the equally allocated portion of the Cost Reimbursement for each lot, Grantee shall grant and partial reconveyance to the Grantor.
7. NOTICES – All notices shall (i) be in writing; (ii) be sent by mail, courier service, or facsimile transmission; (iii) email; and (iv) be effective on the date it is officially recorded as delivered. The addresses to be used in this Agreement are:

Grantee's Address: Nilson Homes
5617 S 1475 E
Ogden, Utah 84403
Phone: (801)392-8100

Grantor's Address: MB-Riverside Place 4,5 &6, LLC

1245 East Brickyard Road Suite 100
Salt Lake City, Utah 84106

8. MISCELLANEOUS

- a) Entire Agreement – No Oral Modifications – This Agreement, and any exhibits hereto, constitute the final and complete Agreement, and supersede all prior correspondence or agreements between the parties relating to the subject matter hereof. This Agreement cannot be changed or modified other than by a written agreement executed by both parties.
- b) Successors Bound – The provisions of the Agreement shall extend to, bind and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.
- c) Governing Law – This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
- d) Severability – If any terms or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by the law.
- e) Construction – Grantor and Grantee acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement (including exhibits) or any amendments thereto, and that the Agreement shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

Grantor's Initials HT Date 5/31/18 Grantee's Initials BN Date 5/31/18 3

- f) Survival of Terms – The terms and provisions of this Agreement shall survive the closing and shall not be merged into the deed or extinguished thereby but shall remain in full force and effect thereafter.
- g) Time Period – All time periods set forth in this Agreement shall be measured from the date of the Grantee's receipt of a Grantor's signed original of this Agreement. If the date of any performance under the terms of this Agreement falls on a weekend or holiday, the time for performance shall be extended to the next business day.
- h) Time of the Essence – Time is of the essence and shall apply to all terms and conditions of this Agreement.
- i) Counterparts – This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and together shall constitute one and the same Agreement.
- j) Facsimile Transmission – Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or Escrow, the parties will confirm facsimile transmitted signature by signing an original document.
- k) Multiple Parties – In the event Grantor is composed of more than one party, obligations arising from this Agreement are and shall be joint and several as to each such party. Each person executing this Agreement does so in his or her individual capacity and on behalf of his or her marital community.
- l) Assignment of Agreement – Grantee shall have the right to assign this Agreement and its rights hereunder and to be relieved of any future liability under this Agreement, provided that the assignee shall assume all of the obligations of Grantee hereunder.
- m) No Waiver – No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless excused in writing by the party making the waiver.
- n) Further Acts – Each party shall, at the request of the other, execute, acknowledge (if appropriate) and deliver whatever additional documents, and do such other acts as may be reasonably required in order to accomplish the intent and purposes of this Agreement.
- o) Attorney's Fees – In the event that either party hereto brings an action or proceeding for a declaration or the rights of the parties under this Agreement, for injunctive relief, or for an alleged breach or default for this Agreement, or any other action arising out of this Agreement or the transactions contemplated hereby, the prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and court costs incurred in such action or

Grantor's Initials AA Date 5/31/18 Grantee's Initials BN Date 5/31/18 4

proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

No Partnerships – Nothing in this Agreement shall be deemed in any way to create between the parties any relationship of partnership, joint venture or associations, and the parties disclaim the existence thereof.

MB-Riverside Place 4,5 &6, LLC (Grantor)

By: Scott Nagy

Its: Manager

Date: 5/31/2018

Nilson Homes (Grantee)

By: Diana W.

Its: CEO

Date: 5/31/18

Grantor's Initials SN Date 5/2/18 Grantee's Initials BW Date 5/31/18 5

Exhibit "A"

Grantor's Initials HH Date 5/21/18 Grantee's Initials BN Date 5/31/18 6
