

SOUTH WEBER CITY PLANNING COMMISSION AGENDA

PUBLIC NOTICE is hereby given that the **Planning Commission of SOUTH WEBER CITY**, Davis County, Utah, will meet in a **REGULAR** public meeting on **August 11, 2016**, 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:

- 6:30 P.M. Pledge of Allegiance
- Approval of Meeting Minutes – Commissioner Walton
 - July 14, 2016
 - July 28, 2016
- Approval of Agenda
- Declaration of Conflict of Interest

Administrative Actions (Application of Ordinances):

- 6:35 P.M. **Public Hearing and Action on Rezone:** request for property located at approx. 128 E. South Weber Dr. (Parcel 13-005-0033), approx. 24.08 acres, be rezoned from an Agricultural Zone (A) to Commercial Recreation Zone (C-R), by applicant Kelly Parke.
- 6:45 P.M. **Public Hearing and Action on Preliminary/Final Subdivision:** application for South Weber Complex Subdivision located at approx. 128 E. South Weber Dr. (Parcel 13-005-0033), approx. 24.08 acres, by developer Kelly Parke.
- 6:55 P.M. **Public Hearing and Action on Conditional Use Permit:** application for South Weber Soccer Facility located at approx. 128 E. South Weber Dr. (Parcel 13-005-0033), approx. 12.21 acres, by developer Kelly Parke.
- 7:10 P.M. Discussion and Action on Final Subdivision: application for Phase 1 and 2 of Old Maple Farms Subdivision (27 lots), located at approx. 475 E. 6650 S. (Parcels 13-006-0025, 13-006-0031, & 13-023-0022), 14.168 acres; by developers Mike and Diane Ford.

Legislative Recommendations (Discretionary):

- 7:30 P.M. **Public Hearing and Action on Land Use Ordinance:** Amendment to Code Sections 10.5A.2, 10.5B.2, 10.5C.3, 10.5D.2, 10.5E.2, 10.5F.2, 10.5G.4, 10.5H.4, 10.5I.4, 10.5K.4, 10.5L.4, 10.5M.4, 10.5N.4, 10.5O.4, and 10.5P.2 *Permitted Uses*, to allow for mobile businesses.
- 7:45 P.M. Action on adding Code Section 3.09 Mobile Businesses Ordinance and amending Section 3.02.010 Businesses Regulated

Discussion Items (No Action Taken):

- 7:50 P.M. Public Comments – Please keep public comments to 3 minutes or less per person
- 7:55 P.M. Planning Commissioner Comments (Johnson, Winsor, Pitts, Walton, Osborne)
- 8:00 P.M. Adjourn

THE UNDERSIGNED DEPUTY RECORDER FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED OR POSTED TO:

CITY OFFICE BUILDING
Utah Public Notice website
www.utah.gov/pmn

www.southwebercity.com
TO EACH MEMBER OF THE PLANNING COMMISSION

THOSE LISTED ON THE AGENDA

DATE: August 4, 2016

ELYSE GREINER, RECORDER

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

Agenda times are flexible and may be moved in order, sequence, and time to meet the needs of the Commission

SOUTH WEBER CITY PLANNING COMMISSION MEETING

DATE OF MEETING: 14 July 2016

TIME COMMENCED: 6:31 p.m.

PRESENT: COMMISSIONERS:

Debi Pitts (excused)
Rob Osborne
Wes Johnson
Taylor Walton
Wayne Winsor

CITY PLANNER:

Barry Burton

CITY ATTORNEY:

Doug Ahlstrom

CITY RECORDER:

Elyse Greiner

CITY MANAGER:

Tom 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 Winsor

VISITORS: Elaine Tadehara, Louise Cash, Marie Cash, Owen Cash, Dan Shupe, Barbara Shupe, Kyle Shupe, Susan Knight, Steve Knight, Cymbre Rowser, James Cook, Stan Cook, Shawn Byram, LaVera Byram, Darrell Byram, Kaila Alvey, Ryker Alvey, Janiece Wilson, Jake Bastian, Bill Lancaster, Lynn Poll, Traci Wiese, Tani Lynch, and Julie Ahlstrom.

APPROVAL OF THE MEETING MINUTES – Commissioner Johnson

- 9 June 2016

Commissioner Winsor moved to approve the meeting minutes of 9 June 2016 as written. Commissioner Walton seconded the motion. Commissioners Johnson, Osborne, Walton, and Winsor voted yes. The motion carried.

APPROVAL OF THE AGENDA: Commissioner Winsor moved to approve the agenda as written. Commissioner Johnson seconded the motion. Commissioners Osborne, Johnson, Walton, and Winsor voted yes. The motion carried.

DECLARATION OF CONFLICT OF INTEREST: None

Commissioner Johnson moved to open the public hearing Rezone Application: Request from Lynn Poll for approx. 3 acres located at approx. 925 E. 7375 S. (Parcel 13-021-0103) be changed from an Agricultural Zone (A) to a Residential Moderate Zone (R-M). Commissioner Winsor seconded the motion. Commissioners Osborne, Johnson, Walton, and Winsor voted yes. The motion carried.

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

Public Hearing and Action on Rezone Application: Request from Lynn Poll for approx. 3 acres located at approx. 925 E. 7375 S. (Parcel 13-021-0103) be changed from an Agricultural Zone (A) to a Residential Moderate Zone (R-M): Lynn Poll, 826 E. South Weber Drive, said there are three acres. He said they are looking at building two homes but there would be potential for five homes total.

Kyle Shupe, 7318 S. 925 East, is concerned about the change from a 50 ft right-of-way to 70 ft. right-of-way. He feels it should remain 50 ft.

Bill Lancaster, 1007 East South Weber Drive, is concerned about this affecting the country feel of the City. He raises cows on his property which backs up to this property. He knows he will receive complaints from this subdivision.

Cymbre Rowser, 985 E. 7375 S., said a few months ago there was suppose to be no zoning changes. She owns one foot across there and Mr. Poll has not purchased it.

Dan Shupe, 933 South Weber Drive, is concerned about the 70 ft. right-of-way but yet there is only a 50 ft. access to South Weber Drive and he is wondering if the City will require other property owners to sell 10 ft on each side.

Commissioner Winsor moved to close the public hearing for Rezone Application: Request from Lynn Poll for approx. 3 acres located at approx. 925 E. 7375 S. (Parcel 13-021-0103) be changed from an Agricultural Zone (A) to a Residential Moderate Zone (R-M). Commissioner Johnson seconded the motion. Commissioners Osborne, Johnson, Walton, and Winsor voted yes. The motion carried.

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

Commissioner Winsor said most of the comments are for potential subdivision, but the application tonight is for a rezone. The general plan does support this rezone. Commissioner Johnson said the 70 ft. right-of-way is a City requirement. He said the cows were there before the houses and they ought to stay. Barry Burton said the issues of the development itself are yet to be addressed until there is an actual proposal.

Commissioner Winsor moved to recommend approval of the Rezone Application: Request from Lynn Poll for approx. 3 acres located at approx. 925 E. 7375 S. (Parcel 13-021-0103) be changed from an Agricultural Zone (A) to a Residential Moderate Zone (R-M).

Commissioner Walton seconded the motion. Commissioners Osborne, Johnson, Walton, and Winsor voted yes. The motion carried.

Commissioner Winsor moved to open the public hearing for amendments to the Projected Land Use Map. Commissioner Johnson seconded the motion. Commissioners Osborne, Johnson, Walton, and Winsor voted yes. The motion carried.

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

Public Hearing and Action on General Plan: Amendments to Projected Land Use Map:

Barry said the City staff is proposing to amend the general plan regarding City owned property on South Weber Drive on the east end, where the road bends, and across the street. It is currently in the T-1 Zone and the proposal is to allow commercial use. The proposal is to also change the posse grounds to commercial. The property across the street from the posse grounds is commercial.

Commissioner Osborne asked for public comment.

Ryker Alvey, 853 E. South Weber Drive, said he and his family use the posse ground and feels before it is changed, there should be another spot identified.

Cymbre Rowser, 985 E. 7375 S., suggested finding another spot for the posse grounds before this is rezoned. She hasn't been able to use the posse grounds for three weeks because the road has been closed.

Jake Bastian, 2221 E. 8100 S., would like someone to identify where a possible location for moving the posse grounds will be. Barry pointed out the area where the fisherman access is located. He also discussed noise zone areas.

Kaila Alvey, 853 E. South Weber Drive, said if it is moved, she would recommend the City charge fees for users.

Bill Lancaster, 1007 E. South Weber Drive, asked if it is possible to tie any relocation into the motion.

Shawn Byram, 154 E. Harper Way, asked if this is consistent with the master plan. He feels they should wait until another piece is picked out.

Janiece Wilson, 625 E. South Weber Drive, said she lives in Queen Creek, Arizona. She said this community needs equestrian areas and places for them to go. She feels there are ways cities can help communities to create events and ways to make it profitable for the City. She feels citizens need to be encouraged to assemble. She teaches all over the United States and sees the benefits.

Commissioner Winsor moved to close the public hearing for amendments to the Projected Land Use Map. Commissioner Johnson seconded the motion. Commissioners Osborne, Johnson, Walton, and Winsor voted yes. The motion carried.

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

Commissioner Winsor feels the City staff need to listen to citizens requests for the posse grounds. Commissioner Johnson said there are potential sites for the posse grounds. Commissioner Walton asked if we can identify another location. Commissioner Osborne is concerned about spending a lot of money into posse grounds that so few of the residents use; however, he is not in favor of getting rid of the posse grounds. He said South Weber City is changing. Commissioner Johnson said the posse ground is a recreation area and if we change it to commercial, what is to stop the City from moving other city parks to commercial. This sets a precedent and is dangerous.

Commissioner Winsor moved to recommend amending (Parcel 13-033-0077) and (Parcel 13-033-0078) from Transitional Light Industrial Zone (T-1) to a Commercial Zone (C) and to not amend (Parcel 13-018-0018) for the Projected Land Use Map within the General Plan. Commissioner Walton seconded the motion. Commissioners Osborne, Johnson, Walton, and Winsor voted yes. The motion carried.

Commissioner Winsor moved to open the public hearing for Rezone Application: Request for approx. 3.9 acres located at approx. 2071 E. South Weber Dr. (Parcel 13-033-0077) be changed from a Transitional Light Industrial Zone (T-1) to a Commercial Zone (C). Commissioner Johnson seconded the motion. Commissioners Osborne, Johnson, Walton, and Winsor voted yes. The motion carried.

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

Public Hearing and Action on Rezone Application: Request for approx. 3.9 acres located at approx. 2071 E. South Weber Dr. (Parcel 13-033-0077) be changed from a Transitional Light Industrial Zone (T-1) to a Commercial Zone (C):

Elaine Tadehara, 2045 E. South Weber Drive, said her pasture backs up to the 3.9 acres. She moved to South Weber because of the rural quality and horses. She understands she can't stop progress. She would hope the Planning Commission thinks hard about making this change. She is concerned about access because of the curve of the street. She isn't in favor of a shopping center next to her.

Commissioner Walton moved to close the public hearing for Rezone Application: Request for approx. 3.9 acres located at approx. 2071 E. South Weber Dr. (Parcel 13-033-0077) be changed from a Transitional Light Industrial Zone (T-1) to a Commercial Zone (C). Commissioner Winsor seconded the motion. Commissioners Osborne, Johnson, Walton, and Winsor voted yes. The motion carried.

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

Commissioner Johnson asked if the City has been approached about someone interested in the property. Tom explained the City has received interest. He understands concerns about the posse grounds. He said it is something that behooves them to look for a possible new location. He doesn't see the City getting rid of the posse grounds without another location. Commissioner Walton asked about the difference between commercial and commercial highway. Barry said the signage. Commissioner Osborne said walkable communities will have clustered commercial areas. Commissioner Winsor said there isn't much of a buffer with commercial. Barry said the City does require a buffer yard i.e. fencing etc. Commissioner Osborne is not in favor of rezoning this. Commissioner Walton said his biggest concern is access. He asked if this is really the highest and best use for this property. Tom said the purpose of doing this is because the City would like to sell it. Commissioner Osborne understands the City wanting the best price for the property.

Commissioner Johnson moved to not recommend the Rezone Application: Request for approx. 3.9 acres located at approx. 2071 E. South Weber Dr. (Parcel 13-033-0077) be changed from a Transitional Light Industrial Zone (T-1) to a Commercial Zone (C). Commissioner Johnson withdrew his motion.

Commissioner Winsor moved to recommend approval of Rezone Application: request for approx. 3.9 acres located at approx. 2071 E. South Weber Dr. (Parcel 13-033-0077) be changed from a Transitional Light Industrial Zone (T-1) to a Commercial Zone (C). Commissioner Walton seconded the motion. Commissioners Osborne, Johnson, Walton, and Winsor voted yes. The motion carried.

Commissioner Winsor moved to open the public hearing for Rezone Application: Request for approx. .58 acres located at approx. 2068 E. South Weber Dr. (Parcel 13-033-0078) be changed from a Transitional Light Industrial Zone (T-1) to a Commercial Zone (C). Commissioner Johnson seconded the motion. Commissioners Osborne, Johnson, Walton, and Winsor voted yes. The motion carried.

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

Public Hearing and Action on Rezone Application: Request for approx. .58 acres located at approx. 2068 E. South Weber Dr. (Parcel 13-033-0078) be changed from a Transitional Light Industrial Zone (T-1) to a Commercial Zone (C).

Commissioner Osborne asked if there was any public comment. There was none.

Commissioner Winsor moved to close the public hearing for Rezone Application: Request for approx. .58 acres located at approx. 2068 E. South Weber Dr. (Parcel 13-033-0078) be changed from a Transitional Light Industrial Zone (T-1) to a Commercial Zone (C). Commissioner Johnson seconded the motion. Commissioners Osborne, Johnson, Walton, and Winsor voted yes. The motion carried.

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

Commissioner Johnson is concerned about access with this property as well. Elyse Greiner pointed out that the R-L portion needs to be added to the rezone request.

Commissioner Winsor moved to recommend approval of Rezone Application: Request for approx. .58 acres located at approx. 2068 E. South Weber Dr. (Parcel 13-033-0078) be changed from a Residential-Low (R-L) and Transitional Light Industrial Zone (T-1) to a Commercial Zone (C). Commissioner Johnson seconded the motion. Commissioners Osborne, Johnson, Walton, and Winsor voted yes. The motion carried.

Commissioner Johnson moved to open the public hearing for Rezone Application: Request for approx. 2.5 acres located at approx. 675 E. 6650 S. (Parcel 13-018-0018) be changed from an Agricultural Zone (A) to a Commercial Zone (C) or Commercial Highway Zone (C-H). Commissioner Winsor seconded the motion. Commissioners Osborne, Johnson, Walton, and Winsor voted yes. The motion carried.

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

Public Hearing and Action on Rezone Application: Request for approx. 2.5 acres located at approx. 675 E. 6650 S. (Parcel 13-018-0018) be changed from an Agricultural Zone (A) to a Commercial Zone (C) or Commercial Highway Zone (C-H):

Commissioner Osborne asked for public comment.

Janiece Wilson, 625 E. South Weber Drive, said she is a guest this summer. She said there is a need for a horseman’s association for the young, old, and in between. She feels a new facility will be a money maker for the City.

Commissioner Winsor moved to close the public hearing for Rezone Application: Request for approx. 2.5 acres located at approx. 675 E. 6650 S. (Parcel 13-018-0018) be changed from an Agricultural Zone (A) to a Commercial Zone (C) or Commercial Highway Zone (C-H). Commissioner Walton seconded the motion. Commissioners Osborne, Johnson, Walton, and Winsor voted yes. The motion carried.

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

Commissioner Walton moved to table Rezone Application: Request for approx. 2.5 acres located at approx. 675 E. 6650 S. (Parcel 13-018-0018) be changed from an Agricultural Zone (A) to a Commercial Zone (C) or Commercial Highway Zone (C-H) until an alternate location is identified for a new posse ground facility. Commissioner Johnson moved to amend the motion to direct City staff to come up with alternative areas and costs related to moving the posse grounds. Motion died due to lack of a second.

Commissioner Winsor moved to recommend disapproval of Rezone Application: Request for approx. 2.5 acres located at approx. 675 E. 6650 S. (Parcel 13-018-0018) be changed from an Agricultural Zone (A) to a Commercial Zone (C) or Commercial Highway Zone (C-H).

Commissioner Johnson seconded the motion. Commissioners Osborne, Johnson, Walton, and Winsor voted yes. The motion carried.

Commissioner Winsor moved to open the public hearing for Land Use Ordinance: Adding Code Section 3.09 Mobile Businesses. Commissioner Walton seconded the motion. Commissioners Osborne, Johnson, Walton, and Winsor voted yes. The motion carried.

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

Public Hearing and Action on Land Use Ordinance: Adding Code Section 3.09 Mobile Businesses: Commissioner Osborne asked if there was any public comment. There was none.

Commissioner Winsor moved to close the public hearing for Land Use Ordinance: Adding Code Section 3.09 Mobile Businesses. Commissioner Johnson seconded the motion. Commissioners Osborne, Johnson, Walton, and Winsor voted yes. The motion carried.

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

Commissioner Winsor said there needs to be further clarifications included in this ordinance. It was suggested to take out the wording "cluster" concerning the definition of mobile food court. Barry suggested not even defining "mobile food court". Doug recommended not trying to over regulate this. He said food trucks go where they expect heavy pedestrian traffic. He would recommend leaving it open. Commissioner Osborne said this whole document may be way over regulating. He would suggest tabling and allow the City Council to discuss this further. Commissioner Osborne feels it needs to be simple. Elyse recommended a small committee to discuss this further. Commissioner Osborne and Winsor volunteered to serve on the committee.

Commissioner Winsor moved to table the Land Use Ordinance: Adding Code Section 3.09 Mobile Businesses. Commissioner Johnson seconded the motion. Commissioners Osborne, Johnson, Walton, and Winsor voted yes. The motion carried.

Commissioner Johnson moved to open the public hearing for Land Use Ordinance: Amendment to Code Section 3.02 Businesses Regulated. Commissioner Walton seconded the motion. Commissioners Osborne, Johnson, Walton, and Winsor voted yes. The motion carried.

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

Public Hearing and Action on Land Use Ordinance: Amendment to Code Section 3.02 Businesses Regulated: Commissioner Osborne asked if there was any public comment. There was none.

Commissioner Johnson moved to close the public hearing for Land Use Ordinance: Amendment to Code Section 3.02 Businesses Regulated. Commissioner Walton seconded the motion. Commissioners Osborne, Johnson, Walton, and Winsor voted yes. The motion carried.

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

Commissioner Winsor moved to table the Land Use Ordinance: Amendment to Code Section 3.02 Businesses Regulated. Commissioner Johnson seconded the motion. Commissioners Osborne, Johnson, Walton, and Winsor voted yes. The motion carried.

PUBLIC COMMENTS:

Kaila Alvey, 853 E. South Weber Drive, said Commissioner Osborne doesn't want the City tied to the posse grounds, but the City has already set a precedent with ties i.e. Canyon Meadows Train Park.

PLANNING COMMISSION ITEMS:

Commissioner Walton:

Planning Commission & City Council Summit: Commissioner Walton asked if a date has been set for the summit. It was stated no date has been set.

Commissioner Johnson:

Recent Sketch Plan Review: Commissioner Johnson said the City has been approached by an affiliate of Smith & Edwards. They are looking at installing indoor and outdoor soccer fields at approximately 128 E. South Weber Drive, west of Raymond Drive. A portion of the property will remain Agricultural. He suggested this being a possible location for a new posse grounds.

Commissioner Winsor:

Posse Grounds: He would suggest citizens put together a proposal in working with local landowners who can help with moving forward on a location for a new posse grounds.

6650 East Road Closure: He is concerned about this closure. He would suggest City staff handle this.

ADJOURNED: Commissioner Winsor moved to adjourn the Planning Commission meeting at 8:09 p.m. Commissioner Walton seconded the motion. Commissioners Johnson, Osborne, Walton, and Winsor voted yes. The motion carried.

APPROVED: _____ **Date**

Chairperson: Rob Osborne

Transcriber: Michelle Clark

Attest:

City Recorder: Elyse Greiner

DRAFT

SOUTH WEBER CITY PLANNING COMMISSION MEETING WORK MEETING

DATE OF MEETING: 14 July 2016

TIME COMMENCED: 6:03 p.m.

PRESENT: COMMISSIONERS:

Debi Pitts (excused)
Rob Osborne
Wes Johnson
Wayne Winsor
Taylor Walton

CITY PLANNER:

Barry Burton

CITY ATTORNEY:

Doug Ahlstrom

CITY RECORDER:

Elyse Greiner

CITY MANAGER:

Tom Smith

Transcriber: Minutes transcribed by Elyse Greiner.

VISITORS: Not recorded.

Approval of Minutes of 9 June 2016: Not discussed.

Public Hearing and Action on Rezone Application: Request from Lynn Poll for approx. 3 acres located at approx. 925 E. 7375 S. (Parcel 13-021-0103) be changed from an Agricultural Zone (A) to a Residential Moderate Zone (R-M).

Barry Burton said the General Plan allows for this type of use. Commissioner Walton asked about the connection to Lester Drive. Barry said it is not necessarily part of the development.

Public Hearing and Action on General Plan: Amendments to Projected Land Use Map.

Elyse explained that the City is looking to rezone three city owned properties. This item is a precursor to the following rezone requests. Chair Osborne asked why the City is rezoning them before there is a need. Tom Smith said the City is looking to sell the properties and they are appraised at a higher value with a commercial zoning.

Barry said the properties on South Weber Dr. have been zoned as T-1 for the last 30 years and there hasn't been any activity on them. Commissioner Johnson said at one time the property was looked at for new city offices. Tom said those type of discussions haven't taken place in the last couple of years. Chair Osborne asked why the property was acquired; nobody knew. He mentioned that at one time the City looked at putting City Hall by the fire station and Central Park to create a downtown-type area.

Chair Osborne asked if the posse grounds are going to move. Tom said the Council hasn't identified a future location for it. Commissioner Johnson expressed concern about not rezoning the property until another location has been secured.

Public Hearing and Action on Rezone Application: Request for approx. 3.9 acres located at approx. 2071 E. South Weber Dr. (Parcel 13-033-0077) be changed from a Transitional Light Industrial Zone (T-1) to a Commercial Zone (C). Not discussed.

Public Hearing and Action on Rezone Application: Request for approx. .58 acres located at approx. 2068 E. South Weber Dr. (Parcel 13-033-0078) be changed from a Transitional Light Industrial Zone (T-1) to a Commercial Zone (C). Not discussed.

Public Hearing and Action on Rezone Application: Request for approx. 2.5 acres located at approx. 675 E. 6650 S. (Parcel 13-018-0018) be changed from an Agricultural Zone (A) to a Commercial Zone (C) or Commercial Highway Zone (C-H). Not discussed.

Public Hearing and Action on Land Use Ordinance: Adding Code Section 3.09 Mobile Businesses:

Barry said this ordinance came about because there is a need for it. City staff gets requests for various events and to allow food trucks to do business in the City but there isn't anything currently in code that addresses the issue of mobile businesses.

Commissioner Winsor asked if Elyse created the ordinance from scratch. Elyse said no, she used ordinances from multiple cities to draft the one for South Weber. He expressed concerns about the businesses not being able to park on grass as the draft is written (3.09.030e).

Chair Osborne said the draft didn't designate specific zones in which these businesses can operate. Barry said it is because they can go in to any zone. Chair Osborne questioned the parking lot space percentage as written because it would be hard to enforce, a specific number would be easier (3.09.030d). Elyse said the rationale behind it was so that the mobile businesses didn't overtake the entire parking lot and therefore interfere with the regular traffic of the lot.

Barry said the Commission shouldn't be too critical with the ordinance. He suggested getting something in place first then as issues arise, the ordinance can be amended.

Chair Osborne shared the same concern as Commissioner Winsor about requiring the businesses to park on a hard surface. Commissioner Winsor asked why the City was trying to designate between grass and a hard surface. Elyse said she saw it used in other cities and said it would be to help preserve the City parks. Barry said the City can control where they are allowed to park on City property through the issuance of the permit.

Chair Osborne questioned why the City would want to regulate the schools as written in the draft with the hours of operation (3.09.040b). Chair Osborne said the school property isn't regulated by the City and if businesses are going to operate there, they would need permission from the school.

Chair Osborne questioned the requirement to have signage permanently affixed to the vehicle. Commissioner Johnson asked if the sign ordinance would conflict with the draft. Barry didn't see it as being one (3.09.040d).

Chair Osborne expressed concerns about the soliciting portion of the draft (3.090.40g). Elyse said she wanted to prevent the businesses from being a nuisance.

Chair Osborne asked about fire inspections ((3.09.050b(x))) and how the Fire Department would issue a report. Tom said it would be by appointment just like any other business inspection. Tom said generally health safety related issues are taken care of through various county licensing.

**Public Hearing and Action on Land Use Ordinance: Amendment to Code Section 3.02
Businesses Regulated:** Not discussed.

ADJOURNED: 6:30 p.m.

DRAFT

SOUTH WEBER CITY PLANNING COMMISSION MEETING WORK MEETING

DATE OF MEETING: 28 July 2016

TIME COMMENCED: 6:00 p.m.

PRESENT: COMMISSIONERS:

Debi Pitts
Rob Osborne
Wes Johnson
Wayne Winsor
Taylor Walton (excused)

CITY PLANNER:

Barry Burton

CITY RECORDER:

Elyse Greiner

CITY MANAGER:

Tom Smith (excused)

Transcriber: Minutes transcribed by Michelle Clark

VISITORS: Tim Grubb, Carrie Grubb, and Scott Casas.

Agenda Request from Tim Grubb concerning an Assisted Living Center: Tim Grubb, of 6926 S. 475 E., introduced himself and his wife, Carrie Grubb. He said there is nothing on the City books for an assisted living center. He feels there is an interest and need to have this type of facility in the City. He said assisted living is typically a low key facility. He said their property is located on the corner of 475 East and South Weber Drive. He said there is approximately 9 acres. He said approximately 4 acres is zoned R-H (Residential High Density Zone). He said this property is located in a residential area. He is looking at a 30 bed facility. He said a hospital is located up the toll road. Commissioner Pitts asked about the definition of assisted living. Commissioner Winsor is concerned about emergency response because the City doesn't have its own ambulance. Barry said these types of facilities really are low maintenance. Their impact is minimal because most residents don't drive, use very little utilities, etc. Because this property is zoned residential high, discussion took place regarding the impact apartments would have on this area verses an assisted living center. Commissioner Pitts would like to have the City look into whether or not the City is charged for medical emergencies. Barry asked the Planning Commission if they have any thoughts concerning limiting the size. Tim said they are looking at 30 to 60 beds. Commissioner Osborne said part of the definition should include a limit to the size. Commissioner Pitts is concerned about the impact on the residents as in the aesthetics. Commissioner Osborne feels this is a great idea. Barry suggested making this a permitted use that follows the same approval procedure as commercial. He also suggested looking at changing the requirement for parking because very little parking is needed. It was decided that Barry will draft an ordinance for an assisted living center.

Mobile Businesses Ordinance Draft: Commissioner Osborne said he and Commissioner Winsor, Barry Burton, and Elyse met to discuss the mobile business ordinance draft.

Commissioner Winsor said it can always be amended as things come up. Commissioner Osborne asked how the City collects sales tax from a mobile business. Barry said the City doesn't collect sales tax, the State does. He doesn't think the City is getting any sales tax off of mobile businesses. Commissioner Pitts brought up the gravel pits and the fact that City doesn't receive sales tax from them. Commissioner Osborne said the City needs to check that. Commissioner Johnson said Parsons gravel pit's main office is in West Haven. Commissioner Osborne said South Weber City puts up with the dust, noise, etc. and doesn't get any sales tax.

Commissioner Johnson feels the first paragraph of the ordinance needs to be more positive. Commissioner Pitt suggested deleting the first sentence. Commissioner Winsor suggested deleting the noise section. Barry discussed the difference between a business license and a business permit. He said there are different options concerning the type of business permit.

The Planning Commission decided to make the amendments and then put this on the next Planning Commission agenda for a vote.

PUBLIC COMMENTS: (none)

PLANNING COMMISSION ITEMS:

Commissioner Johnson:

Uintah Business Park Property: He said the Uintah business park is looking to develop the property known as Scenic Development Property which would be encroaching into South Weber City. Barry said South Weber City can't provide services to that property.

Smith & Edwards: He said Smith & Edwards has purchased property west of Raymond Drive to install soccer fields. Commissioner Johnson said there is a portion of the property that could be used as a new location for the posse grounds.

Commissioner Johnson moved to adjourn the meeting at 7:05 p.m. Commissioner Winsor seconded. Commissioners Johnson, Osborne, Pitts, and Winsor voted yes. The motion carried.

APPROVED:

_____ Date

Chairperson: Rob Osborne

Transcriber: Michelle Clark

Attest:

City Recorder: Elyse Greiner

APPLICATION FOR CHANGE OF ZONING

South Weber City
1600 East South Weber Drive
South Weber, Utah 84405
Phone: (801) 479-3177 Fax: (801) 479-0066

OFFICE USE: Application # 2016-03 Fee \$ 300.⁰⁰ Receipt # 13-082626 Date Received 7/21/16

Owner of Property Smith & EDWARDS CO.

Applicant's Name Kelly Parke
Mailing Address 3936 ut. -126 City, State, Zip Ogden, UT, 84404
Phone 801-725-8438 Fax _____ Email Kelly@SmithandEdwards.com

Agent's Name Sam As Above
Mailing Address _____ City, State, Zip _____
Phone _____ Fax _____ Email _____

Request: 24.08 Acres/Sq. Feet be changed from Agriculture to C-R zone
_____ Acres/Sq. Feet be changed from _____ zone to _____ zone

Property Address: 128 E. South Weber Drive

Parcel Number(s): 13-005-0033 Total Acres or Sq. Feet: 24.08 Acres

Legal Description: (If description is longer than space provided, please submit complete legal description on an addendum sheet.)

See Attached.

What is the proposed use?

Soccer training facility

In what way does the proposal recognize the City's General Plan?

Conforms with City Zoning and Future City's General Plan -

Public Notice Authorization: I (we) do hereby give permission to South Weber City to place a city Apublic notice@ sign on the property contained in this application for the purpose of notification of the change of zoning application.

Signed: *Kelly Parker*
Property Owner

Property Owner

APPLICANT'S AFFIDAVIT

State of Utah)
County of Davis)

I (we) *Kelly Parker*, being duly sworn, depose and say I (we) am (are) the sole
Property Owner(s) or Agent of Owner
owner(s)/agent of the owner(s), of the property involved in this application, to-wit, 128 East South Weber Drive
Property Address

and that the statements and answers contained herein, in the attached plans, and other exhibits, thoroughly and to the best of my ability, present the argument in behalf of the application. Also, all statements and information are in all respects true and correct, to the best of my knowledge and belief.

Dated this 15 day of June, 2016.

Signed: *Kelly Parker*
Property Owner or Agent

Property Owner or Agent

Subscribed and Sworn before me this 15 day of June, 2016.



Notary Public: *Telitha Elyse Greiner*

AGENT AUTHORIZATION

State of Utah)
County of _____)

I (we) _____, the sole owner(s) of the real property located at
Property Owner(s)
_____, South Weber City, Utah do hereby appoint _____,
Property Address
as my (our) agent to represent me (us) with regard to this application affecting the above described real property, and to appear on my (our) behalf before any city boards considering this application.

Dated this _____ day of _____, _____

Signed: _____
Property Owner

Property Owner

Subscribed and Sworn before me this _____ day of _____, _____.

Notary Public: _____

A PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE SALT LAKE BASE AND MERIDIAN.

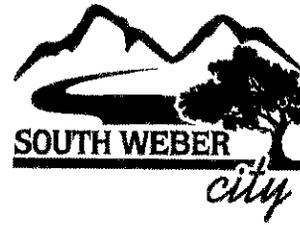
BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEING LACTATED NORTH 89°07'28" WEST 116.50 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; RUNNING THENCE ALONG SAID SOUTH LINE NORTH 89°07'28" WEST 227.70 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH WEBER DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES: (1) NORTH 45°50'41" WEST 54.70 FEET; (2) ALONG THE ARC OF A 877.50 FOOT RADIUS CURVE TO THE LEFT 56.86 FEET, HAVING A CENTRAL ANGLE OF 03°42'46", CHORD BEARS NORTH 47°42'04" WEST 56.85 FEET; (3) NORTH 49°33'27" WEST 298.71 FEET; (4) ALONG THE ARC OF A 867.00 FOOT RADIUS CURVE TO THE RIGHT 234.04 FEET, HAVING A CENTRAL ANGLE OF 15°28'01", CHORD BEARS NORTH 41°49'26" WEST 233.33 FEET; (5) NORTH 34°05'26" WEST 125.79 FEET; (6) ALONG THE ARC OF A 696.50 FOOT RADIUS CURVE TO THE LEFT 4.53 FEET, HAVING A CENTRAL ANGLE OF 00°22'22", CHORD BEARS NORTH 34°16'37" WEST 4.53 FEET TO A EXISTING FENCE LINE HAVING BEEN AGREED UPON AS THE BOUNDARY LINE AND RECORDED AS ENTRY NO 1343702 IN BOOK 2169 AT PAGE 228 OF THE DAVIS COUNTY RECORDS; THENCE ALONG SAID FENCE LINE THE FOLLOWING SEVEN (7) COURSES: (1) NORTH 01°47'17" EAST 213.89 FEET; (2) NORTH 01°33'47" EAST 156.81 FEET; (3) NORTH 01°25'33" EAST 147.09 FEET; (4) NORTH 02°05'38" EAST 179.99 FEET; (5) NORTH 01°59'07" EAST 190.72 FEET; (6) NORTH 01°48'36" EAST 100.08 FEET; (7) NORTH 00°06'10" WEST 503.61 FEET; THENCE SOUTH 88°56'01" EAST 169.35 FEET TO THE NORTHWEST CORNER OF THE HEATHER COVE SUBDIVISION; THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID HEATHER COVE SUBDIVISION THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 00°21'23" WEST 412.53 FEET; (2) SOUTH 63°49'03" EAST 260.28 FEET; (3) SOUTH 89°37'19" EAST 219.31 FEET; (4) NORTH 67°30'54" EAST 64.32 FEET; (5) SOUTH 02°34'03" EAST 639.19 FEET; THENCE SOUTH 01°44'25" EAST 490.70 FEET; THENCE SOUTH 01°01'09" EAST 410.71 FEET TO THE POINT OF BEGINNING.

For Office Use Only

Fees received by: EG Date of submittal: 7/21/16
Amount Paid: 600.00 Receipt #: 13-082626

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

PC/CC Meeting Date: Aug. 14, 2016



Final Plan Application

Project/Subdivision Name: SOUTH WEBER SOCCER FACILITY
Approx. Location: 128 E. SOUTH WEBER DRIVE
Parcel Number(s): 13-005-0033 Total Acres: 24.08
Current Zone: C-H
Surrounding Land Uses: R-M, R-LM
Number of Lots: 1 # Lots Per Acre: —
Phase: — of — PUD: Yes / No

Contact Information

Developer or Agent

Developer's Engineer

Name: KELLY PARK
Company Name: SMITH AND EDWARDS
Address: 3936 UT-126
City/State/Zip: OGDEN, UT. 84404
Phone: 801-725-8138 Fax: _____
Email: kelly@smithandedwards.com

Name: TYLER NIBBON
Company: GARDNER ENGINEERING
License #: 4859845
Address: 5150 SOUTH 375 EAST
City/State/Zip: OGDEN, UTAH 84404
Phone: 801-476-0202 Fax: 801-476-0066
Email: tyler@gcivil.net

Best Way/Preferred Method of Contact:

Email Phone Fax Mail

Best Way/Preferred Method of Contact:

Email Phone Fax Mail

Surveyor

Property Owner(s)

Check here if same as Engineer

Check here if same as Developer

Name: KUNT H. WHITNEY
Company: GARDNER ENGINEERING
License #: 8227228
Address: 5150 SOUTH 375 EAST
City/State/Zip: OGDEN, UTAH 84404
Phone: 801-476-0202 Fax: 801-476-0066
Email: kunt@gcivil.com

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

Final Plan Requirements

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

**One full sized (24" x 36"), one reduced (11" x 17"), and one electronic PDF form shall be submitted of the following (the north area to point up or to the left):

- Format of Final Plat for Recording Required by the County

*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:  Date: 6-7-11

Property Owner's Signature:  Date: 6-15-11

SUBDIVISION: South Weber Soccer Facility

PROPERTY PARCEL NUMBER(S): 13-005-0033

APPLICANT'S AFFIDAVIT

State of Utah)
County of DAVIS) §

I/We Kelly Parker, the sole owner(s)/authorized agent of the owner(s) of the property involved in this application, located at 128 East South Weber Drive, 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.

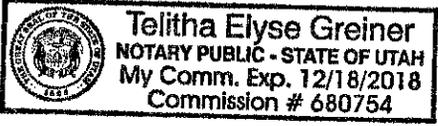
Dated this 15 day of June, 2016.

Signed: [Signature]
Property Owner or Agent

Property Owner or Agent

Subscribed and sworn to before me on this 15 day of June, 2016.

S
E
A
L



Telitha Elyse Greiner
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

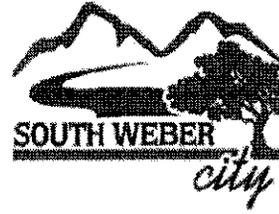
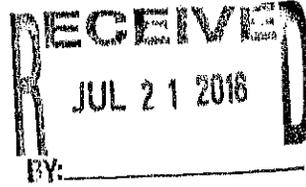
Property Owner or Agent

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

S
E
A
L

Notary Public

All Plans Must Reflect The Following Date
& South Weber City Stamp:



*If a utility can not be reached to sign this form, a letter stating service will be provided from that utility is acceptable, provided that the same plans have been shown to all utilities. Plans will not be approved by the city until this document is completed and returned.

Utility Notification Form

Project/Subdivision

Developer or Agent

Name: South Weber Soccer Facility
 Residential Commercial
Approx. Location: 128 E. Solway Drive
Parcel Number(s): _____
Number of Lots: _____
Phase: _____ of _____ PUD: Yes No

Name: Kelly Parke
Company Name: Smith & Edwards
Address: 3936 W-126
City/State/Zip: Ogden, Utah 84404
Phone: 801-725-8438
Fax: _____
Email: Kelly@smithandedwards.com

QUESTAR GAS

Name: See letter Attached - Title: _____ Phone: _____
(please print)
Signature: _____ Date: _____

COMCAST CABLE TV

Name: STEVE TATE Title: BUSINESS ACCOUNT EXECUTIVE Phone: 801-601-875-3114
(please print)
Signature: [Signature] Date: 7/13/16

CENTURYLINK

Name: KERRY HOWES Title: SR NETWORK ENG Phone: 801-626-5057
(please print)
Signature: [Signature] Date: 7/18/16

ROCKY MOUNTAIN POWER

Name: See letter Attached - Title: _____ Phone: _____
(please print)
Signature: _____ Date: _____

[Handwritten notes and signatures at the bottom of the page]

July 18, 2016

Tom Wight Inc.

Dear Developer:

Re: Natural Gas Service Availability Letter

Natural gas can be made available to serve the 119 e south weber Dr.(soccer field)development when the following requirements are met:

1. Developer provides plat maps, drawings, construction schedules, average size of homes, units, and/or buildings that will be served by natural gas, and any and all other relevant information regarding commercial and residential uses, including but no limited to, proposed natural gas appliances (number and type of appliances per unit, homes, building).
2. Review and analysis by Questar Gas' Engineering and/or Pre-Construction Department to determine load requirements. System reinforcement requirements and estimated costs to bring natural gas to the development.

Upon completion of Questar Gas' review of the development's natural gas requirements, agreements will be prepared, as necessary, for high pressure, intermediate high pressure and/or service line extensions required to serve the development. These service extensions must be paid in advance.

To accommodate your construction schedule and provide cost estimates to you, please contact me at your earliest convenience.

Sincerely,

Mike Davis
Pre-Construction Representative



1438 West 2550 South
Ogden, Utah 84401

July 19, 2016

Thom Wight
twightinc@yahoo.com

RE: Request 6202081

Dear Mr. Wight:

Rocky Mountain Power will supply power to property located at or near 122 E South Weber Dr, South Weber, UT, with the following provisions:

- Applicant will apply for power by calling 1-888-221-7070
- Applicant or Developer will supply a signed, approved recorded property plat map with lot numbers, addresses, and section corners identified if applicable.
- Residential and Commercial Developer will supply an electronic copy of the subdivision by e-mail, (Auto-cad version 2011), to the estimator assigned to the project.
- Residential Subdivision Developer will pay all costs which are non-refundable above the \$750.00 per lot allowance according to line extension tariff, regulation 12.
- All single lot applicants will be subject to the line extension rules and regulation 12.
- Applicant is responsible to sign a contract after job is approved by Rocky Mountain Power management, and pay any associated costs before work can be scheduled or materials ordered.
- Rocky Mountain Power engineering review may be required and may be subject to additional charges according to our filed line extension tariff, regulation 12.

If you have any questions regarding these provisions, please feel free to call me at 801-629-4439.

Respectfully,

Landon Latzero
Estimator
Rocky Mountain Power

SOUTH WEBER IRRIGATION COMPANY

WILL-SERVE LETTER

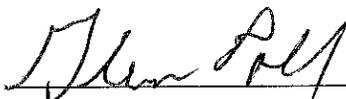
July 19, 2016

South Weber City
1600 East South Weber Drive
South Weber, UT 84405

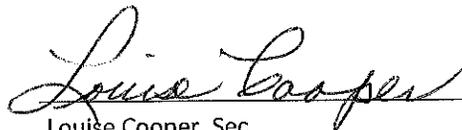
Re: Soccer Field on South Weber Drive

The South Weber Irrigation System certifies that Soccer Field has 24 shares of secondary water for their development. The connection fee to the secondary water has not been paid by the company or previous occupants. The \$2500.00 fee must be paid before any building permits are issued. We will give a Will Serve Letter to the development on the condition that the plans for the development will follow our specifications and inspections.

Sincerely,



Glen Poll, President



Louise Cooper, Sec.

No. of Certificate
N^o 000199

Organized Under the laws of the State of Utah

No. of Shares
24
Class B Shares

South Weber Irrigation Company

Capital \$10,000.00

THIS CERTIFIES THAT Smith and Edwards Co Inc
is the owner of 24 Class B Shares of the Capital Stock of

South Weber Irrigation Company

transferable only on the books of this Corporation in person or by attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 5 day of January A.D. 1916

James H. Cooper
Secretary

Alfred J. ...
President

CONDITIONAL ACCESS PERMIT



GENERAL INFORMATION					
Issuance Date	Region	Project Name		OLP Application ID	
7-13-16	One	Soccer Training Facility		72069	
Physical Address	City	County		Access Use Type	
270 North South Weber Drive	South Weber	Davis		Commercial	
PERMITTEE INFORMATION					
Permittee Name	Primary Contact	Primary Phone		Email	
Smith and Edwards Company	Kelly Park	801-725-8438		kelly@smlthandedwards.com	
LOCATION, WIDTH, AND ACCESS CATEGORY INFORMATION					
State Route	Milepost Marker	DD Center Latitude	DD Center Longitude	Access Width	Access Category
SR-60	2.987	41.14712	-111.97951	50	8

A Conditional Access Permit is hereby authorized subject to the Utah Department of Transportation's (the Department's) Access Management Rule (Utah Administrative Code R-930-6), the Utility Accommodation Rule (Utah Administrative Code R930-7), the Standard Specifications for Road and Bridge Construction, and any terms, conditions, and limitations set forth herein. Per Utah Administrative Code R930-6-8(6)(g), a Conditional Access Permit shall expire if the access construction is not completed within twelve (12) months of the issuance date as identified at the top left of this document.

By carrying out the activities authorized by this approval the permittee and the permittee's successors in interests and/or assigns agree to accept all terms, conditions, and limitations, of the approval including any attachments submitted with the Conditional Access Permit Application. In addition, the permittee certifies they will comply with all applicable regulations, properly control and warn the public of said work to prevent accident, and shall defend, indemnify and hold harmless the Department from all damages arising out of any and all operations performed during construction and operation of said access. Per Utah Administrative Code R930-6-8(5)(e), the permittee understands any intentional misrepresentation of existing or future conditions or of information requested for the application for the purposes of receiving a more favorable determination is sufficient grounds for permit revocation. The access allowed under this permit creates a license to only access a state highway to the extent provided in the permit. The access may be closed, modified or relocated by UDOT if, at any time, UDOT determines in its sole discretion that safety, efficiency or other reasons so require.

This conditional access permit does NOT allow construction or other activities within a state right-of-way. An encroachment permit must be separately applied for and issued before any construction within a state right-of-way may commence. Work on UDOT's right-of-way is seasonally restricted from October 15 to April 15. Work is not allowed on the right-of-way during the AM/PM peak traffic hours of 6:00 A.M. to 9:00 A.M. and 3:30 P.M. to 6:00 P.M. Some exceptions to this A.M./P.M. peak travel work restriction may be permissible for low AADT routes in rural areas. Any such exception requires special Region approval and must be explicitly stated on the approved encroachment permit. For more information on the required encroachment permit please visit the encroachment permitting webpage at www.udot.utah.gov/go/EncroachmentPermits.

Authorizing Name (printed):	Keith Bladen	Authorizing Name (signed):	
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TERMS, CONDITIONS, AND LIMITATIONS

Kelly Park
 Smith & Edwards Company
 3936 North Hwy 126
 Ogden, UT 84404

*****We will require that the roadway pavement be saw cut, cleaned, and tacked before constructing the new drive approach.*****

You may now have a bonded contractor apply for an encroachment permit, as described in the bold paragraph above, to perform the work.

A copy of this access permit must be provided when applying for the encroachment permit.

A copy of the access permit must be on the project site with the encroachment permit at all times.



A. Settlement Statement (HUD-1)

B. Type Of Loan					
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv Unins	6. File Number DV694855H	7. Loan Number	8. Mortgage Insurance Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.," were paid outside the closing, they are shown here for informational purposes and are not included in the totals.					
D. Name & Address of Borrower/Buyer SMITH AND EDWARDS		E. Name & Address of Seller FUTURE HOMES, LLC		F. Name & Address of Lender CASH	
G. Property Location 13-005-0033 270 EAST SOUTH WEBER DRIVE SOUTH WEBER, UT 84405		H. Settlement Agent US Title Insurance Agency, LLC - 14884 Heritagecrest Way Bluffdale, UT 84085 Phone:801-876-1022		I. Settlement Date 12/29/2015	
		Place of Settlement 1436 S. Legend Hills Dr. Suite 100 Clearfield, UT 84015 Phone:801-779-7143		Disbursement Date: 12/30/2015	

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price	565,000.00	401. Contract sales price	565,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	250.00	403.	
104.		404.	
105.		405.	
Adjustment for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town Taxes	to	406. City/town Taxes	to
107. County Taxes	to	407. County Taxes	to
108. Assessments	to	408. Assessments	to
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	565,250.00	420. Gross Amount Due to Seller	565,000.00
200. Amounts Paid by or in Behalf of Borrower		500. Reductions in Amounts Due to Seller	
201. Deposit or earnest money	5,000.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	30,276.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan SETH	462,874.47
205.		505. Payoff of second mortgage loan CACHE VALLEY	67,042.56
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town Taxes	to	510. City/town Taxes	to
211. County Taxes	to	511. County Taxes	to
212. Assessments	to	512. Assessments	to
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	5,000.00	520. Total Reduction Amount Due Seller	550,193.03
300. Cash at Settlement from/to Borrower		600. Cash at Settlement to/from Seller	
301. Gross amount due from borrower (line 120)	565,250.00	601. Gross amount due to seller (line 420)	565,000.00
302. Less amounts paid by/for borrower (line 220)	5,000.00	602. Less reductions in amount due seller (line 520)	550,193.03
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	560,250.00	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	14,806.97

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collection, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees					
Division of commission (line 700) as follows:					
701.	\$ 15,000.00	to	COLDWELL BANKER RESIDENTIAL		
702.	\$ 12,750.00	to	RE/MAX METRO		
703.	Commission paid at settlement E.M. HELD BY US TITLE \$5000.00				27,750.00
704.					
800. Items Payable in Connection with Loan					
801.	Our origination charge	\$	(from GFE #1)		
802.	Your credit or charge (points) for the specific interest rate chosen	\$	(from GFE #2)		
803.	Your adjusted origination charges		(from GFE #A)	0.00	
804.	Appraisal fee to		(from GFE #3)		
805.	Credit Report to		(from GFE #3)		
806.	Tax service to		(from GFE #3)		
807.	Flood certification to		(from GFE #3)		
808.					
809.					
810.					
811.					
812.					
813.					
814.					
815.					
816.					
900. Items Required by Lender to Be Paid in Advance					
901.	Daily interest charges from	to	@ /day (from GFE #10)		
902.	Mortgage insurance premium		(from GFE #9)		
903.	Homeowner's insurance	for	years to (from GFE #11)		
904.					
905.					
1000. Reserves Deposited with Lender					
1001.	Initial deposit for your escrow account	\$	(from GFE #9)	0.00	
1002.	Homeowner's insurance	months @ \$	per month \$ 0.00		
1003.	Mortgage insurance	months @ \$	per month \$ 0.00		
1004.	Property Taxes	months @ \$	per month \$ 0.00		
1005.		months @ \$	per month \$ 0.00		
1006.		months @ \$	per month \$ 0.00		
1007.	Aggregate Adjustment		-\$		
1100. Title Charges					
1101.	Title services and lender's title insurance		(from GFE #4)		
1102.	Settlement or closing fee US Title Insurance Agency, LLC	\$		150.00	125.00
1103.	Owner's title insurance US Title Insurance Agency, LLC		(from GFE #5)		2,371.00
1104.	Lender's title insurance	\$			
1105.	Lender's title policy limit \$				
1106.	Owner's title policy limit \$ 565,000.00				
1107.	Agent's portion of the total title insurance premium	\$	to:		
1108.	Underwriter's portion of the total title insurance premium	\$	to:		
1109.		\$			
1110.	DOC PREP TO UST	\$		50.00	30.00
1111.	WIRE TO UST	\$		25.00	
1112.		\$			
1113.		\$			
1114.		\$			
1200. Government Recording and Transfer Charges					
1201.	Government recording charges		(from GFE #7)	25.00	
1202.	Deed \$ 25.00	Mortgage \$	Release \$		
1203.	Transfer taxes		(from GFE #8)		
1204.	City/County tax/stamps	Deed \$	Mortgage \$		
1205.	State tax/stamps	Deed \$	Mortgage \$		
1206.		\$			
1207.		\$			
1300. Additional Settlement Charges					
1301.	Required services that you can shop for		(from GFE #6)		
1302.		\$			
1303.		\$			
1304.		\$			
1305.		\$			
1306.		\$			
1307.		\$			
1400. Total Settlement Charges (enter on lines 103, Section J and 802, Section K)				250.00	30,276.00

REAL ESTATE PURCHASE CONTRACT FOR LAND

This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 27th day of December, 2015 ("Offer Reference Date") Smith and Edwards ("Buyer") offers to purchase from Future Homes ("Seller") the Property described below and delivers to the Buyer's Brokerage with this offer, or agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$5000.00 in the form of check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage Coldwell Banker Phone: 801-479-9300

Received by: _____ on _____
(Signature above acknowledges receipt of Earnest Money) (Date)

OTHER PROVISIONS

1. PROPERTY: 270 E South Weber Dr.

also described as: tax id#13-005-0033

City of South Weber, County of Davis State of Utah, Zip 84405 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 Included Items. (specify) any applicable

1.2 Excluded Items. (specify) _____

1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: _____

2. PURCHASE PRICE. The Purchase Price for the Property is \$565,000.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

\$5000.00 (a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non-refundable.

\$ _____ (b) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.

\$ _____ (c) Seller Financing. (see attached Seller Financing Addendum)

\$560,000.00 (d) Balance of Purchase Price in Cash at Settlement

\$565,000.00 PURCHASE PRICE. Total of lines (a) through (d)

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents

(except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain)

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain)

The provisions of this Section 3.4 shall survive Closing.

3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: Upon Closing; ___ Hours after Closing; ___ Calendar Days after Closing; Other (explain)

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent Wyndell Pasch, represents Seller both Buyer and Seller as a Limited Agent;

Seller's Brokerage Remax Metro, represents Seller both Buyer and Seller as a Limited Agent;

Buyer's Agent Mandi Lee, represents Buyer both Buyer and Seller as a Limited Agent;

Buyer's Brokerage Coldwell Banker Residential Brokerage-Ogden, represents Buyer both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.



7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section 10.2;
- (b) a Commitment for Title Insurance as referenced in Section 6.1;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
- (h) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) **Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) **Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) **Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) **Buyer's Right to Cancel.** If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: IS IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) **Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer.

In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: WILL WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$_____. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ARE ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: Addendum No. 1 Seller Financing Addendum Other (specify) _____

10. AS-IS CONDITION OF PROPERTY.

10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented", meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: SHALL MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediation cannot impose binding decisions. The parties to the dispute

must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.



ADDENDUM NO. 1

TO

REAL ESTATE PURCHASE CONTRACT



THIS IS AN ADDENDUM COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 27th day of December, 2015 including all prior addenda and counteroffers, between Smith and Edwards as Buyer, and Future Homes as Seller, regarding the Property located at 270 E South Weber Dr. South Weber, UT 84405. The following terms are hereby incorporated as part of the REPC:

1. DISCLOSURE OF PRINCIPAL AS LICENSEE OR AS RELATIVE OF LICENSEE

1.1 Personal Interest. The Buyer Seller is either: a relative of a real estate broker or sales agent participating in this transaction; or a real estate broker or sales agent licensed as such under the laws of the State of Utah, who may share in the brokerage fee paid for this transaction.

- 1. Closing to be contingent on buyer securing water shares prior to close.
- 2. Seller has satisfied the rollback tax requirement in the initial closing. Buyer understands that \$25,000 of the purchase price is a reimbursement to seller for rollback taxes.
- 3. Buyer is aware that Future Homes will own the property and convey clear title prior to buyer closing.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): REMAIN UNCHANGED ARE CHANGED AS FOLLOWS: _____

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. Seller Buyer shall have until 9 : __ AM PM Mountain Time on December 27, 2015 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

Kelly Parke
dotloop verified
12/27/15 2:03PM MST
KYCB-DSWH-QZUJ-UW63

Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

- ACCEPTANCE: Seller Buyer hereby accepts the terms of this ADDENDUM.
- COUNTEROFFER: Seller Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____

DocuSigned by:
Wyndell Pasche 12/27/2015
(Signature) (Date) (Time) (Signature) (Date) (Time)

REJECTION: Seller Buyer rejects the foregoing ADDENDUM.
(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

Buyer's Initials RP 12/27/15 2:03PM MST Seller's Initials WP



ADDENDUM NO. 2

TO

REAL ESTATE PURCHASE CONTRACT



THIS IS AN [] ADDENDUM [X] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 27th day of December, 2015 including all prior addenda and counteroffers, between Smith and Edwards as Buyer, and Future Homes as Seller, regarding the Property located at 270 East South Weber Drive, South Weber, Utah 84405. The following terms are hereby incorporated as part of the REPC:

1. Seller has an assignable contract with Nolan Birt to purchase up to 24 shares of South Weber Irrigation Water at \$1700 per share. This contract will be assigned to buyer upon the successful closing of this contract.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): [X] REMAIN UNCHANGED [] ARE CHANGED AS FOLLOWS: _____

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. [] Seller [X] Buyer shall have until 5 : 00 [] AM [X] PM Mountain Time on December 30, 2015 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

DocuSigned by:
Wyndell Pasch

[] Buyer [X] Seller Signature (Date) (Time) [] Buyer [] Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[X] ACCEPTANCE: [] Seller [X] Buyer hereby accepts the terms of this ADDENDUM.

[] COUNTEROFFER: [] Seller [] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____

Kelly Parke (Signature) doculoop verified 12/29/15 4:39PM MST KQFP-NIYW-28VW-DCZC (Date) (Time) (Signature) (Date) (Time)

[] REJECTION: [] Seller [] Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

KP
12/29/15
4:39PM MST

WP



REAL ESTATE BROKERAGE COMMISSION - ESCROW INSTRUCTIONS



The following are ESCROW INSTRUCTIONS for the payment of real estate brokerage commissions on a real estate transaction described in an Earnest Money Sales Agreement dated the 27th day of December, 2015 by and between Future Homes as Seller and Smith and Edwards as Buyer of the real property described as follows: 270 E South Weber Dr. South Weber, UT. 84405.

LISTING/SELLING BROKERAGE INFORMATION

<u>Remax Metro Layton</u>	_____	_____	_____
Listing Brokerage	Business Address	Phone	
<u>Coldwell Banker Residential Brokerage-Ogden</u>	<u>2225 Washington Blvd. #100</u>	<u>801-479-9300</u>	
Selling Brokerage	Business Address	Phone	
<u>Wyndell Pasch</u>	<u>801-628-6363</u>	<u>Mandi Lee</u>	<u>801-388-7556</u>
Listing Agent	Phone	Selling Agent	Phone

BROKERAGE COMMISSION

To the extent these ESCROW INSTRUCTIONS modify any prior agreements between the Buyer or Seller and the Listing and/or Selling Brokerages, regarding the payment of a real estate brokerage commission or fee, the terms of these Escrow Instructions shall supersede those prior agreements. The total real estate brokerage commission to be paid in this transaction is \$ 15,000.00, which represents flat fee% of the agreed sales price of \$ 565,000.00. The undersigned authorize and direct the closing office to disburse the brokerage commission directly to the Listing and Selling Brokerages in the following manner: \$ 0 to the Listing Brokerage; \$ 15,000.00 to the Selling Brokerage; Other (explain):

Future homes to pay a commission of \$15,000.00 to Coldwell Banker, Mandi Lee a licensed real estate agent at closing.

The undersigned agree to the terms above.

Wyndell Pasch

<small>FSD09373EF2C7468...</small>	_____	_____	_____
Listing Broker	Date	Selling Broker	Date

SIGNATURE(S) OF INDIVIDUAL(S) PAYING THE COMMISSION (BUYER OR SELLER) ARE REQUIRED ONLY IF THIS AGREEMENT MODIFIES A PRIOR COMMISSION AGREEMENT.

<u>Kelly Parke</u>	<small>dotloop verified 12/27/15 2:04PM MST RLUI-UU1X-7XCJ-PU4C</small>	<small>Done Signed by:</small> <u>Wyndell Pasch</u>	_____
Buyer	Date	Seller	Date

Buyer	Date	Seller	Date
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Confirmation of Receipt of Earnest Money

BUYER: Smith and Edwards

BUYER'S AGENT: Mandi Lee

BUYER'S BROKERAGE: Coldwell Banker Residential Brokerage-Ogden

SELLER: Future Homes

SELLER'S AGENT: Wyndell Pasch

SELLER'S BROKERAGE: Re/Max Metro

PROPERTY: 270 E SOUTH WEBER DR

CITY South Weber, COUNTY Davis, UTAH, ZIP 84405

1. CONFIRMATION OF RECEIPT OF EARNEST MONEY. In reference to the Real Estate Purchase Contract (REPC) with an Offer Reference Date of 27th day of December, 2015, between Buyer and Seller regarding the above-described Property, this document confirms that on 29th day of December, 2015 (Date) the Buyer's Brokerage received Earnest Money from the Buyer in the amount of \$5,000.00 in the form of (check applicable box):

direct wire transfer into our Real Estate Trust Account (must be signed by authorized brokerage representative)

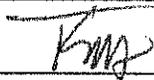
personal check

cashier's check

other (describe) Cashiers Check Delivered to US Title by Mandi Lee

T. Scott Hammer

Name (Print)



Signature

Escrow Officer

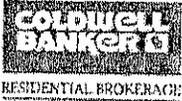
(Position)

12-29-15

Date

Time

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Exclusive Buyer-Broker Agreement and Agency Disclosure

This is a legally binding agreement - Read it carefully before signing. If you desire legal or tax advice, consult your attorney or tax advisor.
Este es un acuerdo Legal. Favor de leer cuidadosamente antes de firmar.
Si Requiere consejo Legal o de impuesto, consulte a se abogado o consejero de impuesto.

Designated Agency Brokerage

THIS AGREEMENT is entered into on this 21st day of Dec 2015 between Coldwell Banker Residential Brokerage ("Broker") and Smith and Edwards Realty Partners ("Buyer").

1. **TERM OF AGREEMENT.** Buyer hereby grants Broker, including Mandi Lee ("Buyer's Agent") as the authorized agent for Broker, commencing on the date of execution of this Buyer-Broker Agreement, and expiring at 11:59 P.M. on the 21st day of July, 2016, ("Agreement Period") the EXCLUSIVE RIGHT to locate property and negotiate terms and conditions acceptable to Buyer for purchase, exchange, option or lease of located property.

2. **BROKERAGE COMMISSION.** If, during the Agreement Period or any extension of the Agreement Period, Buyer, or any other person acting in Buyer's behalf, acquires an interest in real property, Buyer agrees to compensate Broker as follows:

2.1 **Property Listed with Coldwell Banker Residential Brokerage:** In addition to any commission paid by the Seller, the only Brokerage Commission to be paid by the Buyer if the property purchased is also listed with Broker is a flat brokerage commission of \$225.00.

2.2 **Property listed with another real estate brokerage:** Three percent (3%) of the acquisition price if property is a residential property or five percent (5%) of acquisition price if property is unimproved, multi-family, mobile home or commercial property, or the cooperating brokerage compensation offered through the Multiple Listing Service (MLS), whichever is higher. The compensation offered through the MLS shall be credited toward the Buyer's brokerage commission obligation. In addition to any commission paid by Seller, Buyer shall pay a flat commission of ~~\$225.00~~ 1000.00.

2.3 **Unlisted property sold directly through owner, builder or foreclosure:** Three percent (3%) of the acquisition price if property is a residential property or five (5%) of the acquisition price if property is unimproved, multi-family, mobile home or commercial, or the brokerage compensation being offered by the seller, whichever is higher. The compensation offered by the seller shall be credited towards the Buyer's brokerage commission obligation. In addition to any commission paid by seller Buyer shall pay a flat commission of \$225.00.

2.4 **Mobile Homes listed with Coldwell Banker Residential Brokerage:** Ten percent (10%) of the purchase price, but not less than \$1,000.00. The compensation offered by the seller shall be credited towards the Buyer's brokerage commission obligation. In addition to any commission paid by seller Buyer shall pay a flat commission of \$225.00.

All Brokerage commissions shall be due and payable on (a) the date of recording of closing documents for the acquisition of property or (b) the first day of the lease, or (c) the date the option is signed. If the sale is prevented by default of Buyer, the brokerage commission shall immediately be paid to Broker. Broker is authorized to share the brokerage commission with another brokerage participating in any transaction arising out of this agreement.

3. **PROTECTION PERIOD.** If within six (6) months after the termination or expiration of this Buyer-Broker Agreement, Buyer, or any person acting on the Buyer's behalf, enters into an agreement to purchase, exchange for, obtain an option on, or lease any property located for Buyer by Broker or Buyer's Agent, or on which Buyer's Agent negotiates in Buyer's behalf during the term of this Agreement, Buyer agrees to pay Broker the brokerage commission stated in Section 2.

4. **BUYER WARRANTIES AND REPRESENTATIONS.** The Buyer warrants that the Buyer has not entered into any other Buyer-Broker Agreement with any other brokerage that is still in force and effect. The Buyer will: (a) In all communications with other real estate agents, notify the agents in advance that the Buyer has entered into this Exclusive Buyer-Broker Agreement with Broker; (b) Furnish the Buyer's Agent with relevant personal and financial information to facilitate the Buyer's ability to acquire a property; (c) Exercise care and diligence in evaluating the physical and legal condition of the property selected by the Buyer; (d) Hold harmless Broker and the Buyer's Agent against any claims as the result of any injuries incurred while inspecting any property; (e) Upon signing of this Buyer-Broker Agreement, personally review and sign the Buyer Due Diligence Checklist form; and (f) Disclose to the Buyer's Agent all properties in which the Buyer, as of the date of this Buyer-Broker Agreement, is either negotiating to acquire or has a present interest in acquiring.

5. **AGENCY RELATIONSHIPS.** By signing this Buyer-Broker Agreement, the Buyer designates the Buyer's Agent and the Broker, as agents for the Buyer, to locate properties for the Buyer's consideration and review. The Buyer authorizes the Buyer's Agent or the Broker to appoint another agent affiliated with Broker to also represent the Buyer in the event the Buyer's Agent or the Broker may be unavailable to service the Buyer. As agents for the Buyer, the Buyer's Agent and the Broker have fiduciary duties to the Buyer that include loyalty, full disclosure, confidentiality, and reasonable care. The Buyer understands, however, that the Buyer's Agent and the Broker may now, or in the future, be agents for a Seller who may have a property that the Buyer may wish to acquire. Then the Buyer's Agent and the Broker would be acting as Limited Agents - representing both the Buyer and Seller at the same time. A Limited Agent has fiduciary duties to both the Buyer and the Seller. However, those duties are "limited" because the agent cannot provide to parties undivided loyalty, full confidentiality and full disclosure of all information known to the agent. For this reason, the Limited Agent is bound by a further duty of neutrality. Being neutral, the Limited Agent may not disclose to either party information

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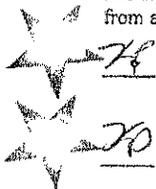
likely to weaken the bargaining position of the other – for example, the highest price the Buyer will offer, or the lowest price the Seller will accept. The Buyer is advised that neither the Buyer nor the Seller is required to accept a limited agency situation, and each party is entitled to be represented by its own agent. In the event a limited agency situation arises, the Buyer's Agent and the Broker, as applicable, may only act as Limited Agents based upon a separate Limited Agency Consent Agreement signed by the Seller and Buyer.

6. DISPUTE RESOLUTION. The parties agree that any dispute related to this Buyer-Broker Agreement, arising prior to or after the acquisition of a property, shall first be submitted to mediation through a mediation provider mutually agreed upon by the Buyer and Broker. Each party agrees to bear its own costs of mediation. If mediation fails, the other remedies available under this Buyer-Broker Agreement shall apply.

7. ATTORNEY FEES. In any action or proceeding arising out of this Buyer-Broker Agreement involving Buyer and Broker, the prevailing party shall be entitled to reasonable attorney's fees and costs except as provided in Section 6. In the event Broker is holding an earnest money deposit, and Broker deems it necessary to file an interpleader action in court to resolve a dispute over the earnest money deposit, the undersigned authorize Broker to draw from the earnest money deposit an amount necessary to advance the attorney's fees and costs necessarily incurred in bringing the interpleader action. The amount of the earnest money deposit remaining after advancing those costs and fees shall be interpleaded into court. This Buyer-Broker Agreement shall be governed by the laws of the State of Utah.

8. MULTIPLE LISTING SERVICE. Broker is authorized to disclose the final closed terms and sales price to the following Multiple Listing Service(s) WPRMLS.com

9. PROPERTY CONDITION. Buyer acknowledges and agrees that brokers cannot (a) guarantee the condition of the property; (b) be responsible for defects that are not known to brokers; (c) be responsible for defects that are not visually observable in reasonably accessible areas of the property; (d) identify property boundary lines; (e) provide legal or tax advice; or, (f) provide other advice or information that exceeds the knowledge, education and experience required to obtain a real estate license. Buyer agrees that he/she will seek legal, tax, property inspections and other desired assistance from appropriate professionals. Failure to do so is against the advice of the brokers.



____ Buyer's Agent may provide Buyer with a courtesy estimate of the square footage of property. As an estimate, the square footage figure shall not be relied upon by Buyers in their decision to purchase property. Buyer is advised to personally verify square footage if such a figure is important in the decision to purchase property.

____ The advantages of a Coldwell Banker Home Protection Plan have been explained to me. Such plans may provide additional protection and benefits to potential buyers and me. Costs and Coverage may vary depending upon choice of warranty items.

10. BUYER ACKNOWLEDGEMENT RELATING TO MORTGAGE FINANCING:



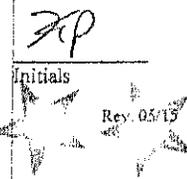
____ I have been advised by Buyer's Agent of the home-buying advantages of obtaining a mortgage pre-approval.

____ I am aware that mortgage financing is offered through Axiom Financial, Inc. at 1-888-656-5363.

____ I acknowledge receipt of Coldwell Banker Residential Brokerage's Affiliated Business Disclosure relating to Axiom Financial, Inc. I am aware that there are frequently other settlement service providers available with similar services. I am also aware that I am free to shop around to determine that I am receiving the best services and the best rates for these services.

11. PROFESSIONAL ADVICE. Broker and the Buyer's Agent are trained in the marketing of real estate. Neither Broker, nor the Buyer's Agent, are trained or licensed to provide the Buyer with legal or tax advice, or with technical advice regarding the physical condition of the property. Accordingly, neither the Broker nor the Buyer's Agent will make any representations or warranties regarding the physical or legal condition of any property selected by the Buyer, including, but not limited to: past or present compliance with zoning and building code requirements; the condition of any appliances; the condition of heating/cooling, plumbing, and electrical fixtures and equipment; sewer problems; moisture or other problems in the roof or foundation; the availability and location of utilities; the location of property lines; and the exact square footage or acreage of the property. **AS PART OF ANY WRITTEN OFFER TO PURCHASE A PROPERTY, BROKER STRONGLY RECOMMENDS THAT THE BUYER ENGAGE THE SERVICES OF APPROPRIATE PROFESSIONALS TO CONDUCT INSPECTIONS, INVESTIGATIONS, TESTS, SURVEYS, AND OTHER EVALUATIONS OF THE PROPERTY AT THE BUYER'S EXPENSE. IF THE BUYER FAILS TO DO SO, THE BUYER IS ACTING CONTRARY TO THE ADVICE OF BROKER.** Any recommendations for third-party services made by the Broker or the Buyer's Agent do not guarantee the Buyer's satisfaction in the use of those third-party services and should not be seen as a warranty of any kind as to the level of service that will be provided by the third parties. The Buyer is advised that it is up to the Buyer in the Buyer's sole discretion to choose third-party services that meet the needs of the Buyer and not to rely on any recommendations given by the Broker or the Buyer's Agent.

12. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"). The sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under FIRPTA. A "foreign person" may include a non-resident alien individual, foreign corporation, foreign partnership, foreign trust and foreign estate. In order to avoid the withholding penalty of FIRPTA a seller (individuals and corporations) must either (1) provide a buyer, or buyer's agent, with a U.S. taxpayer identification number, or (2) provide a "qualified substitute" with a U.S. taxpayer identification number and the "qualified substitute" must then furnish a written statement to the buyer stating that "under penalty of perjury" the "qualified substitute" has, in his or her possession, the seller's affidavit with the seller's U.S. taxpayer identification number. The law defines a "qualified substitute" as a person responsible for closing the transaction (e.g. escrow holder, title company). Failure to meet the above requirement could delay the closing and potentially create liability under your existing contract.


Initials
Rev. 05/15



BUYER DUE DILIGENCE CHECKLIST



This is a legally binding document. If not understood, consult an attorney.

THIS BUYER DUE DILIGENCE CHECKLIST is provided by Coldwell Banker Residential Brokerage (the "Company") including Mandi Lee (the "Agent") to Katy Paro (Smith Edwards) (the "Buyer") in connection with the purchase of any property, including (if known) the property located at: 270 E South Weber South Weber, UT 84405 (the "Property").

NOTICE FROM COMPANY

Buyer is advised that the Company and its agents are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide Buyer with professional advice regarding the physical condition of any property or regarding legal or tax matters. The Company and its agents strongly recommend that in connection with any offer to acquire any property, Buyer retain the professional services of legal and/or tax advisors, property inspectors, surveyors, and other professionals to satisfy Buyer as to any and all aspects of the physical and legal condition of the property. BUYER IS ADVISED NOT TO RELY ON THE COMPANY, OR ON ANY AGENTS OF THE COMPANY, FOR A DETERMINATION REGARDING THE PHYSICAL OR LEGAL CONDITION OF THE PROPERTY. The following is a general listing of issues that Buyer should consider in evaluating any property. This is not intended to be a comprehensive list of all issues that may be relevant in Buyer's evaluation of a specific property, including any property listed above. This document is, however, intended to direct Buyer's attention to a number of issues that are commonly considered important in the evaluation of any property.

- BUILDING CODE/ZONING COMPLIANCE:** Buyer is advised to consult with local zoning officials to assure that Buyer's intended use of the Property (including, but not limited to, rental and business uses, construction of new improvements and/or the remodel of existing improvements) will comply with local zoning requirements and with any recorded restrictive covenants and conditions. Buyer should determine whether a certificate of occupancy has been issued for the Property and if such certificate is available for inspection. Buyer is also advised to make inquiry at the local building department to determine if building permits and final inspections were obtained for any remodel work at the Property, if applicable. Buyer acknowledges that the Company should not be relied upon for any determination as to any past, present or future building code or zoning restrictions or violations, or as to the suitability of the Property for Buyer's intended use.
- RENTAL OF PROPERTY:** If Buyer intends to use the Property as a rental, Buyer is advised to consult with local zoning officials and to review any applicable restrictive covenants to determine that rental of the Property is a legal use, and does not violate any restrictive covenants. Buyer is also advised to consult with local governmental authorities to determine whether a business or other license is required in order to use the Property as a rental. Buyer acknowledges that the Company should not be relied upon for any determination as to whether rental of the Property is a legal or permitted use.
- HAZARDOUS WASTE AND TOXIC SUBSTANCES:** Buyer is advised to consult with appropriate professionals regarding the possible existence of hazardous wastes and toxic substances on the Property, including, but not limited to, asbestos, radon gas, lead and lead-based paint, and contamination of the Property from the use, storing or manufacturing of any illegal substances including, methamphetamines. Buyer is advised that a variety of federal laws can place strict liability on property owners for hazardous waste management and cleanup of hazardous substances. Buyer is advised of Buyer's obligation to make appropriate inquiries ("due diligence") into past uses of the Property to ascertain the possible existence of hazardous wastes or toxic substances. Buyer acknowledges that the Company should not be relied upon for any determination as to the existence of any hazardous wastes or toxic substances.
- SURVEYING AND STAKING:** Buyer is advised that without an accurate survey of the Property, Buyer cannot be certain as to the boundaries of the Property, or that any improvements on the Property are not encroaching upon adjoining parcels of property, or that improvements located on adjoining parcels of property do not encroach onto the Property. Walls and fences may not correspond with legal boundary lines for the Property. Buyer acknowledges that the Company should not be relied upon for any determination as to the boundaries of the Property or of any encroachments within or over the actual boundaries of the Property.
- HOME WARRANTY PLANS:** Buyer acknowledges that Buyer has been advised by the Company of the availability of Home Warranty Plans which provide limited warranties for certain home appliances and certain components of the Property after Closing.
- FLOOD ZONE AND INSURANCE:** If the Property is located in a "Flood Zone" as set forth on the H.U.D. "Special Flood Zone Area" map, the mortgage lender may require that Buyer obtain and pay for flood insurance on the Property and its improvements.
- HOMEOWNERS INSURANCE:** Buyer is advised that certain properties, due to location, condition, and/or claims history, may be uninsurable, or may only be insurable at an increased cost. Buyer is also advised that Buyer's credit, insurance claims history, and other issues (such as specific kinds of pets), may be factors in determining the availability and cost of homeowners insurance. Buyer is advised to consult directly with insurance companies of Buyer's choice regarding the availability and costs of homeowner's insurance for the Property.
- TITLE ISSUES/HOMEOWNER'S ASSOCIATION:** Buyer is advised that title insurance companies offer a variety of title insurance policies that provide different levels of coverage. Buyer is advised to carefully review with legal counsel and with the title insurer: (a) the available title insurance coverage; (b) the contents of any Commitment for Title Insurance on the Property; and (c) the contents of all documents affecting the Property that are a matter of public record, including, but not limited to, any restrictive covenants (CC&R's). If the



Property is part of a Condominium or other Homeowners Association ("HOA"), Buyer is advised to consult directly with the HOA regarding all HOA matters that may affect the Property, including, but not limited to, existing and proposed budgets, financial statements, present and proposed assessments, dues, fees, reserve accounts, rules, and meeting minutes.

9. **PHYSICAL CONDITION:** Buyer is advised to consult with appropriate professionals regarding all physical aspects of the Property, including, but not limited to: built-in appliances; plumbing fixtures, lines, fittings and systems; heating, air conditioning systems and components; electrical wiring, systems, appliances and components; foundation; roof; structure; exterior surfaces (including stucco), exterior features and equipment; pool/spa systems and components; any diseased trees or other landscaping; and moisture seepage and damage from roof, foundation or windows. Buyer is advised not to rely on seller, the Company, or any agents of the Company for a determination regarding the physical condition of the Property.

10. **SQUARE FOOTAGE/ACREAGE:** If the square footage or acreage of the Property is of material concern to Buyer, Buyer is advised to verify the square footage or acreage through any independent sources or means deemed appropriate by Buyer. In the event the Company provides any numerical statements regarding these items, such statements are approximations only. Buyer is advised not to rely on seller, the Company, or any agents of the Company for a determination regarding the square footage or acreage of the Property.

11. **UTILITY SERVICES:** Buyer is advised to consult with appropriate professionals regarding the location of utility service lines and the availability and cost of all utility services for the Property including, but not limited to, sewer, natural gas, electricity, telephone, and cable TV. Buyer is advised that the Property may not be connected to public water and/or public sewer, and applicable fees may not have been paid. Septic tanks may need to be pumped. Leach fields may need to be inspected.

12. **WATER:** Buyer is advised to consult with the water service provider for the Property and with other appropriate professionals regarding the source, quality, and availability of water for the Property; and regarding all applicable fees and costs (including, without limitation, connection fees, stand-by fees and service fees), use and regulatory restrictions, and ownership of water rights and water system. Depending upon the location of the Property, the water service provider, and climate conditions, water service to the Property may be interrupted. A well and well system may require inspection. Buyer is further advised that, depending upon the location of the Property, State and local laws may impose specific requirements regarding the source, the capacity, and the quality of water that will service new plat or building permit applications. Such water-related laws may directly impact Buyer's ability to develop the Property and/or obtain a building permit for any improvements to the Property. Buyer is advised to consult directly with applicable State and local authorities, and with legal counsel, regarding the content and potential affect of such water-related laws.

13. **GEOLOGIC CONDITIONS:** Buyer is advised to consult with appropriate professionals regarding possible geologic conditions at or near the Property. Such geologic conditions may include, but are not limited to, soil and terrain stability, the existence of wetlands, drainage problems, and any building and/or zoning requirements relating to such geologic conditions.

14. **MOLD:** Buyer is advised to consult with appropriate professionals to determine the possible existence of mold in the Property. Water leaks and water damage to the Property may result in mold that may have adverse health affects. Additional information regarding mold is available through the EPA at: www.epa.gov.

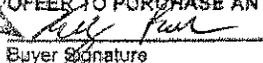
15. **HOUSING COMPLIANCE:** Buyer is advised to consult with appropriate professionals regarding neighborhood or property conditions including, but not limited to: schools; proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation; construction and development; noise or odor from any source; and other nuisances, hazards, or circumstances. All properties will be shown without regard to race, color, religion, sex, national origin, handicap or familial status and any other requirements of federal and state fair housing laws.

16. **PROPERTY TAXES:** Buyer is also advised that, depending upon present use, the Property may be taxed as "Greenbelt". A purchase of the Property may change the Greenbelt status and the amount of property taxes assessed by the County. Such change in Greenbelt status may also result in liability for roll-back taxes. If Buyer has any questions regarding County property tax requirements, Buyer is advised to consult directly with the County Assessor's Office.

17. **INCOME TAX/LEGAL CONSEQUENCES:** Buyer is advised that this transaction has tax and legal consequences. Buyer is advised to consult with appropriate legal and tax advisors regarding this transaction.

RECEIPT AND ACKNOWLEDGEMENT OF BUYER

I have carefully reviewed this BUYER DUE DILIGENCE CHECKLIST. I understand my right and the recommendation of the Company to consult with appropriate experts and professionals prior to, or as part of an offer to purchase any property. I **FURTHER UNDERSTAND THAT I HAVE THE RIGHT TO INCLUDE ANY OR ALL OF THE ABOVE ISSUES AS A CONDITION OF MY OFFER TO PURCHASE ANY PROPERTY.**


Buyer Signature

12-26-15
Date

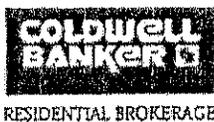

Buyer Signature

Date

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UAR FORM 12



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: Consumer From: Coldwell Banker Residential Brokerage

Thank you for contacting us, your local Coldwell Banker Residential Brokerage office, in connection with the purchase or sale of a home or other property. This is to give you notice that Broker has a business relationship with the companies listed in this Statement, in that each of the companies is wholly or partially owned either directly or indirectly by NRT LLC or by Realty Corporation. Realty Corporation indirectly wholly owns NRT LLC, a parent company of your local Broker and other brokerage offices throughout the nation. Realty Corporation also owns the franchisor of the BETTER HOMES & GARDENS®, COLDWELL BANKER®, COLDWELL BANKER COMMERCIAL®, CENTURY 21®, ERA® and SOTHEBY'S INTERNATIONAL REALTY® systems. Because of these relationships, the referral of business to these companies may provide us, our employees or other related parties noted herein a financial or other benefit.

In connection with providing real estate brokerage services, Broker may receive a commission or a cooperative brokerage referral fee for a referral to another real estate brokerage company (which is typical in the real estate brokerage industry).

We have set forth below the services that these companies provide, along with an estimate of the range of charges generally made for these services. You are NOT required to use the listed companies as a condition of the purchase or sale of your property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

COMPANIES	SETTLEMENT SERVICES	ESTIMATE OF CHARGES GENERALLY MADE BY PROVIDERS ¹
AXIOM FINANCIAL, INC. Provides a full range of residential first mortgage loan products and services	Loan origination fee ² Loan discount fee/points ³ Application fee	0 - 2% of loan amount 0 - 5% of loan amount
U.S. National 1031 Exchange. Acts as a qualified intermediary for IRC 1031 Tax Deferred Exchanges.	Qualified Intermediary fee	\$500.00 - \$3,000.00
NRT INSURANCE AGENCY, INC. Provides insurance agency services for homeowners insurance.	Homeowner's Insurance Premium	\$2.50 - \$4.00 per thousand dollars of replacement cost of dwelling

1. Actual charges may vary according to the particular circumstances underlying the transaction, including the home value, coverage and limits, other requested terms and services, unusual market conditions, government regulations, property location and features, and other similar factors. Rates may not be the lowest available and are subject to change. For a free, no obligation quote, please contact the company directly. Where required by state law, current rates for insurance are filed with the applicable state agency, and depending upon the circumstances, may vary from the rates shown above.

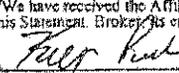
2. There are other charges imposed in connection with mortgage loans. In addition, a lender may require the use of other service providers, including but not limited to an attorney, credit reporting agency or real estate appraiser chosen to represent the lender's interest. If you apply to any of these companies for a loan, you will receive a Good Faith Estimate within 3 days of submission of your loan application which will provide you with detailed information of the anticipated charges associated with your loan.

3. The loan discount fee / points are affected by the loan interest rate.

Although not affiliated business arrangements, please also note that Broker may have other business relationships, and that certain products or services may be available such as the Coldwell Banker Home Protection Plan ("CB Plan"), provided by American Home Shield Corporation or its affiliates ("AHS"), as well as other products and services. Broker, its employees and its affiliate(s) may receive a financial or other benefit from these business relationships, including for products or services they provide. You are not required to buy any of these other products or services, including a CB Plan or other home protection plan and, if you want to purchase any such products or services, you are not required to buy them from any particular provider, including AHS.

Acknowledgement of Receipt of Disclosure

I/We have received the Affiliated Business Arrangement Disclosure Statement from Broker and understand that Broker may refer me/us to the settlement service providers listed in this Statement. Broker, its employees or its affiliate(s) may receive a financial or other benefit as the result of that referral.




Name	Date	Name	Date
Kelly Kirk	12-22-10		

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Revised February 2011

SCHEDULE A

Order Number: DV69485SH

Effective Date: December 4, 2015 @ 8:00 a.m.

	Amount	Premium
1. Policy or Policies to be issued:		
(a) ALTA Owner's Policy:	\$565,000.00	\$2,371.00
2006 Policy		
Proposed Insured:		

SMITH AND EDWARDS

(b) ALTA Loan Policy	\$TBD	\$0.00
2006 Policy		
Proposed Insured:		

TBD

Endorsements:		\$0.00
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2. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

TO BE: FUTURE HOMES, LLC

3. The land referred to in this Commitment is described as follows:

See Attached Exhibit "A"

Said property is located in DAVIS County, State of Utah also known as:

270 EAST SOUTH WEBER DRIVE
SOUTH WEBER, UT. 84405

Parcel Identification Number: 13-005-0033

Authorized Countersignature

EXHIBIT "A"

Beginning 115.95 feet West from the Southeast corner of the Southwest Quarter of Section 20, Township 5 North, Range 1 West, Salt Lake Meridian, said point being an old fence line described in Boundary Agreement, recorded June 17, 2011 as Entry No. 2603568 in Book 5297 at Page 246; thence along said line the following course: North 1°47'20" West 412.48 feet to the Southwest corner of Heather Cove Subdivision and extended; thence along the West line of said subdivision North 02°55'02" West 639.19 feet; thence West following curve of slough 9.85 chains; thence North 4.37 chains; thence West 2.50 chains to a point on Fence Line Boundary Agreement, recorded August 28, 1997 as Entry No. 1343702 in Book 2169 at Page 228; thence along said Agreement 4 courses as follows: South 0°34'05" West 339.61 feet, South 0°09'25" West 143.77 feet, South 1°38'48" West 469.47 feet and South 1°05'23" West 519.29 feet to the Northeasterly right-of-way line of South Weber Drive; thence Southeasterly along said line to a point North 89°28'27" West of the point of beginning; thence South 89°28'27" East 214.55 feet, more or less, to the point of beginning.

Situated in DAVIS County
Parcel Identification Number: 13-005-0033

SCHEDULE B - SECTION 1
Requirements

The following are the requirements to be complied with:

- (1) Pay the Agreed amounts for the interest in the land and/or the mortgage to be insured.
- (2) Pay us the premiums, fees and charges for the policy.
- (3) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (4) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (5) After we have received the information requested in these requirements, together with any other information about the transaction, we will have the right to add requirements to this Schedule B-1 or special exceptions to Schedule B-2.

SCHEDULE B - Section 2
Exceptions

Any Policy we insure will have the following exceptions unless they are taken care of to our satisfaction.

Part I:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes of assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary line, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claim: reservations or exceptions in patents or in acts authorizing the issuance thereof: water rights, claims, or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 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 of record for value the estate or interest or mortgage thereon covered by this commitment

8. General property taxes for the year 2015 as of the date of this report are not paid, and are in the amount of \$3.79, plus penalties and interest. Tax ID No. 13-005-0033
9. The effects of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded September 11, 2012 as Entry No. 2686183 in Book 5603 at Page 160 of Official Records.

(Continued)

SCHEDULE B - Section 2
(Exceptions continued)

10. PROPERTY IS LOCATED WITHIN THE FOLLOWING SPECIAL IMPROVEMENT DISTRICT:

DISTRICTS: DAVIS COUNTY MOSQUITO ABATEMENT DISTRICT
 WEBER BASIN WATER CONSERVANCY DISTRICT
 CENTRAL WEBER SEWER DISTRICT
 SOUTH WEBER CITY

11. Easement in favor of Utah Power and Light Company, its successors and assigns, recorded June 09, 1913 as Entry No. 20597 in Book D of Liens and Leases at Page 433 of Official Records.
12. Pole Line Easement in favor of Utah Power & Light Company, its successors in interest and assigns, recorded January 20, 1948 as Entry No. 100712 in Book R of Liens and Leases at Page 40 of Official Records.
13. Department of The Air Force Easement for Right of Way, recorded October 22, 1976 as Entry No. 445526 in Book 621 at Page 592 of Official Records.
14. Final Order of Condemnation - Land Use Easement by Department of Community and Economic Development, recorded January 19, 2001 as Entry No. 1634631 in Book 2738 at Page 315 of Official Records.
15. Notice of Prescriptive Easement of The South Weber Irrigation Company, recorded June 29, 2010 as Entry No. 2536762 in Book 5056 at Page 58 of Official Records.
16. Access Agreement in favor of South Weber Irrigation Company, a private, non-profit, recorded July 01, 2010 as Entry No. 2537685 in Book 5058 at Page 234 of Official Records.
17. Any matters that might be disclosed by a survey which complies with the "Minimum Standards for Property Boundary Surveys" for ALTA/ACSM Land Title Survey.

* * * * *

NOTE: The names of FUTURE HOMES LLC, and SMITH AND EDWARDS have been checked for Judgments and Tax Liens, etc., in the appropriate offices and if any were found would appear as Exceptions to title under Schedule B, Section 2 herein.

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: Scott Hammer at (801) 779-7143 at 1436 South Legend Hills Drive, Suite 100, Clearfield, Utah 84015.

(Continued)

SCHEDULE B - Section 2
(Exceptions continued)

NOTE: The Policy(ies) to be issued as a result of this Commitment may contain an Arbitration Clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

**The First American Corporation
US Title Insurance Agency, LLC**

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with the Privacy policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section 1

or

eliminate with our written consent any Exceptions shown in Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

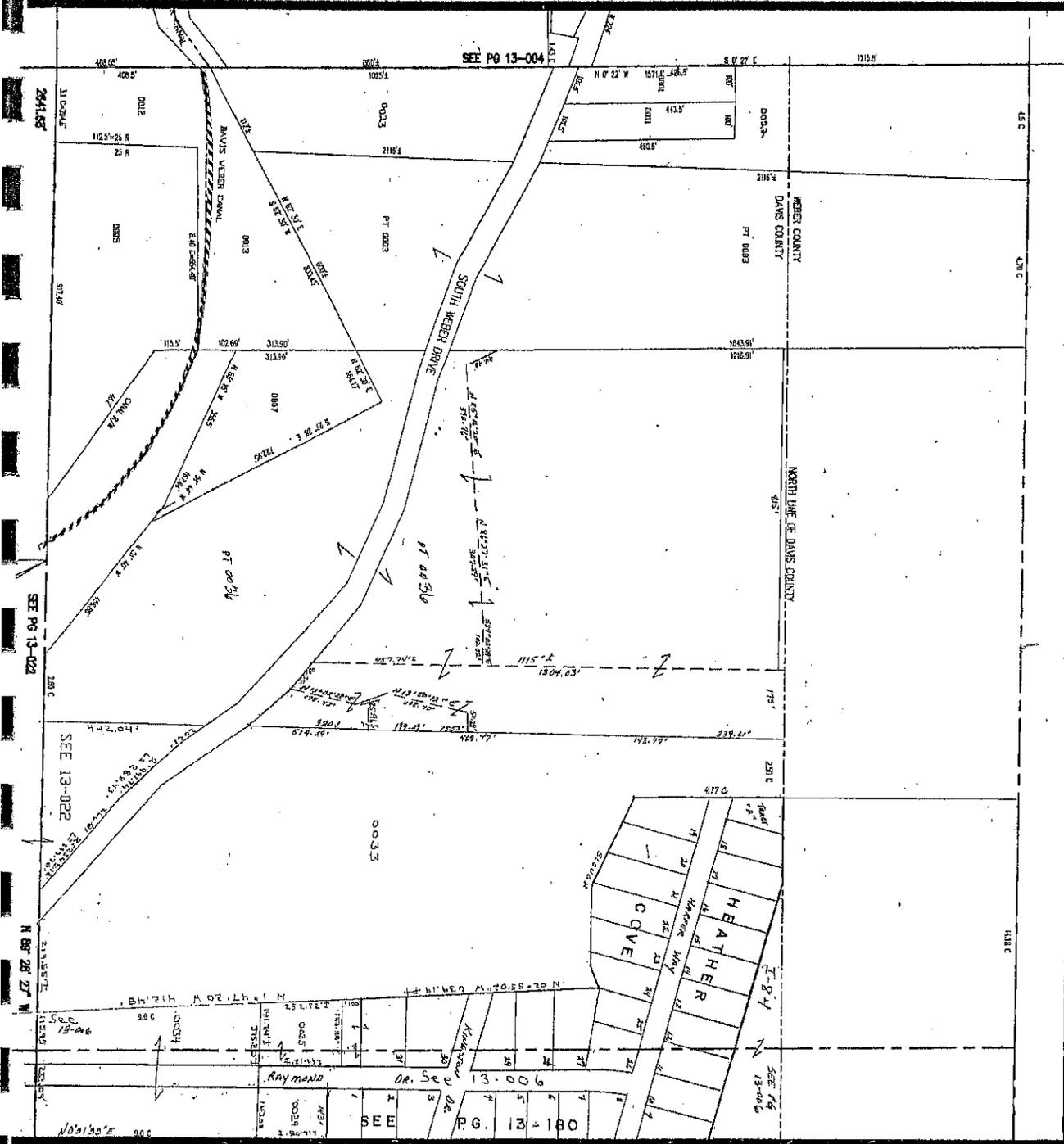
5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

13

005

0001	DIRT, DON K & KAREN B	1,000
0002	REIN, BARRY L & MARION F - PARTNER	14,322
0003	UNITED STATES OF AMERICA	6,329
0004	UNITED STATES OF AMERICA	2,720
0011	REIN, LYNN RICHARD & BERRA ANN	1,040
0012	UNITED STATES OF AMERICA	1,918
0013	UNITED STATES OF AMERICA	3,732
0021	REIN, LYNN RICHARD & BERRA ANN	1,040
0022	UNITED STATES OF AMERICA	1,918
0023	UNITED STATES OF AMERICA	3,732
0024	REIN, LYNN RICHARD & BERRA ANN	1,040
0025	UNITED STATES OF AMERICA	1,918
0026	UNITED STATES OF AMERICA	3,732
0027	REIN, LYNN RICHARD & BERRA ANN	1,040
0028	UNITED STATES OF AMERICA	1,918
0029	UNITED STATES OF AMERICA	3,732
0030	REIN, LYNN RICHARD & BERRA ANN	1,040
0031	UNITED STATES OF AMERICA	1,918
0032	UNITED STATES OF AMERICA	3,732
0033	REIN, LYNN RICHARD & BERRA ANN	1,040
0034	UNITED STATES OF AMERICA	1,918
0035	UNITED STATES OF AMERICA	3,732



SW SECTION 20 T 5N R 1W SALT LAKE MERIDIAN
 DAVIS COUNTY, UTAH - RECORDERS OFFICE

SCALE: 1" = 200'



13-005
 LAST #

DEPARTMENT OF THE ARMY, RE DIV.
 SACRAMENTO DISTRICT, CORPS OF ENGINEERS
 650 CAPITOL MALL
 SACRAMENTO, CALIFORNIA 95814
 ATTN: J. Pierce

592

DEPARTMENT OF THE AIR FORCE
 EASEMENT FOR RIGHT OF WAY
 ON

445526

HILL AIR FORCE BASE, UTAH

No. DACA05-2-76-575

284 19
 SW 20
 NW 29 } 57-120

Approved of record of SECURITY TITLE COMPANY, Order No. 1, 01 22 1976
 Date of 01 22 1976
 By *[Signature]*
 Recorder Depts. CAZON
 592
 Page
 Book 671
 Deputy

THE SECRETARY OF THE AIR FORCE, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2668, having found that the granting of this easement will be in the public interest and will not substantially injure the interest of the United States in the property affected thereby, hereby grants to CLARENCE H. BIRT and MARTHA A. BIRT, husband and wife, hereinafter designated as the grantee, a non-exclusive perpetual easement for a right-of-way for access for use in connection with agricultural, farming and ranching functions, including controlled passage of cattle, over, across, in and upon land of the United States at the location shown in red on Exhibit "A" and described in Exhibit "B", both exhibits attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions:

1. The maintenance of said right-of-way shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the officer of the Air Force having immediate jurisdiction over the property, hereinafter designated as "said officer," and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon.
2. The use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such rules and regulations as the said officer may from time to time prescribe.
3. Any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises, shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

4. The United States reserves to itself the right to construct, use, and maintain across, over, and/or under the right of way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil, and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right-of-way herein granted.

5. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee, or for injuries to the person of the grantee (if an individual), nor for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said

Plotted Abstracted
 On Map Indexed
 Compared Entered

RP/sa
 atch 12

593

Easement No. DACA05-2-76-575

premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities, and the grantee shall hold the United States harmless from any and all such claims.

6. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the maintenance, and use of said right-of-way.

7. This easement may be terminated by the Secretary of the Air Force upon reasonable notice to the grantee if the Secretary of the Air Force shall determine that the right-of-way hereby granted interferes with the use or disposal of said land or any part thereof by the United States, or it may be terminated by the Secretary of the Air Force for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for nonuse for a period of two consecutive years, or for abandonment.

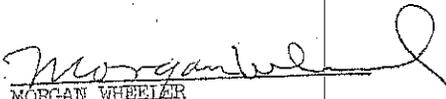
8. The conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the grantee.

9. That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

10. The consideration for this easement for right-of-way is part of the terms and conditions of that certain Offer to Sell Real Property No. DACA05-9-76-846 executed by the grantee herein and in favor of the United States of America, in connection with the acquisition by the United States of Tracts Nos. 500 and 507, Hill Air Force Base, Utah - AICUZ.

This easement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Air Force this 3rd day of September, 1976.


MORGAN WHEELER
Chief, Real Estate Division
US Army Engineer District, Sacramento

594
STATE OF CALIFORNIA
COUNTY OF Sacramento } ss.



On this 3rd day of Sept. in the year one thousand nine hundred and 76 before me, Rita Areson, a Notary Public, State of California, duly commissioned and sworn, personally appeared Margaret Wheeler

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the Sacramento County of Sacramento the day and year in this certificate first above written.

Rita Areson
Notary Public, State of California
My commission expires July 7, 1978

A strip of land 30 feet in width lying 15 feet on each side of the following described centerline in Sections 19, 20, and 29, T5N, R1W, S.L.M., County of Davis, State of Utah, described as follows:

28-19
643.20
720.29

COMMENCING for reference at the Southeast corner of said Section 19; thence, N 0°22'W, along the Easterly line of said Section 19, 408.05 feet; thence, S 62°32'W, 665.79 feet, more or less, to the point of intersection with the centerline of an existing access road; said point being the POINT OF BEGINNING.

Thence, along said centerline the following courses and distances:

Easterly, along a tangent curve to the left having a radius of 573.69 feet, a central angle of 13°40'16", and an arc length of 136.89 feet;

S 87°03'E, 425.20 feet;

N 88°44'E, 864.70 feet;

Along a tangent curve to the right having a radius of 208.35 feet, a central angle of 55°22', and an arc length of 201.30 feet;

S 35°54'E, to the point of intersection with the centerline of an existing dirt road, formerly known as Sunset-South Weber County Road.

Thence, along the centerline of said existing dirt road to the point of intersection with the East boundary of the lands conveyed to the UNITED STATES OF AMERICA by deed recorded in _____ at page _____, Official Records, Davis County, said point being the POINT OF TERMINATION.

Containing 1.60 acres, more or less.

Prepared by: K.H.W.
Checked by: JH
Typed by: jmr
Date: 10 June 76

Project: Hill Air Force Base, Utah
Owner : United States of America
Acreage: 1.60 ±

SW 20 511-10
197th & 31 Heather Cove
13-005-0008
13-180-
0019441110031

E 1634631 12738 P 315
SHERYL L. WHITE, DAVIS CNTY RECORDER
2001 JAN 19 1:32 PM FEE .00 DEP MEC
REC'D FOR ATTORNEY GENERAL'S OFFICE

COPY

**RETURNED
JAN 19 2001**

FILED
JAN - 9 2001
SECOND
DISTRICT COURT

STEPHEN C. WARD - Bar No. 338
Assistant Attorney General
JAN GRAHAM -- Bar No. 1231
Attorney General
ATTORNEYS FOR PLAINTIFF
160 EAST 300 SOUTH
P.O. BOX 140857
SALT LAKE CITY, UTAH 84114-0857
TELEPHONE: (801) 366-0353
TELEFAX: (801) 366-0352

IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR
DAVIS COUNTY, STATE OF UTAH

DEPARTMENT OF COMMUNITY AND
ECONOMIC DEVELOPMENT,

Plaintiff,

vs.

CLARENCE H. BIRT and MARTHA
A. BIRT

Defendants.

FINAL ORDER OF CONDEMNATION

Civil No. 950700240 CD

Judge Rodney S. Page

It appearing to the Court and the Court now finds that, on
the 22nd day of November, 2000, this Court made and entered its
Judgment on Stipulation in the above-entitled proceeding; and

It appearing to the Court and the Court now finds that pur-
suant to the law and the said Judgment, the Plaintiff did pay
said Judgment to the Defendants, together with all interest
required by said Judgment to be paid; and

It further appearing to the Court that the Plaintiff has
made all payments as required by law and order of this Court, and

that this is not a case where any bond was required to be given, and all and singular the law in the premises being given by the Court understood and fully considered,

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that easements upon the parcels of land hereinafter described (Attachment A) are hereby taken and condemned as land use restrictive easements identified as Parcel Nos. 331, for the purpose described and set forth in the Plaintiff's Complaint and Amended Complaint, i.e., for the use of the Plaintiff, Utah Department of Community and Economic Development, for restrictive easement purposes.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said use is a public use and a use authorized by law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a copy of this Final Order of Condemnation be filed with the County Recorder of Davis County, State of Utah, and thereupon the property interests hereinafter referred to and set forth shall vest in the Plaintiff, Utah Department of Community and Economic Development, 324 South State Street, Suite 500, Salt Lake City, Utah 84111. The following is a description of the property upon which the easements are condemned as hereinabove provided, such easements are hereby vested in the Plaintiff, all of such property being situated in Davis County, State of Utah. The

restrictions and the property subject to the restrictions are more particularly described in Attachment A, heretofore.

DATED this 5th day of January, ²⁰⁰¹~~2000~~.

BY THE COURT:

STATE OF UTAH }
COUNTY OF DAVIS } ss.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL ON FILE IN MY OFFICE.

DATED THIS 9 DAY OF Jan 2001

ALYSON E. BROWN
CLERK OF THE COURT

BY [Signature] DEPUTY



[Signature]
RODNEY S. PAGE
District Court Judge

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing FINAL ORDER OF CONDEMNATION was served by mailing the same, first-class postage prepaid, this 27th day of December, 2000, to:

Clarence H. Birt and
Martha A. Birt
119 East South Weber Drive
South Weber, UT 84403

[Signature]

E 1634631 B 2738 P 318

ATTACHMENT A



CONDEMNATION RESOLUTION

HILL AIR FORCE BASE EASEMENT ACQUISITION PROJECT

E 1

RESOLVED by the Utah Department of Community and Economic Development, hereinafter referred to as the Department, that it finds and determines and hereby declares that:

The Utah State Legislature enacted Title 63, Chapter 43a, Section 1, et seq., Utah Code Annotated, 1953, as amended, which directs the acquisition by the Department of restrictive easements against certain real properties located near Hill Air Force Base, which easement and real property is more particularly described hereinafter.

BE IT FURTHER RESOLVED by said Department that the Attorney General of Utah shall be requested, on behalf of said Department:

To acquire in the name of the Department the restrictive easement described on the attached page against the real property described on the attached pages by condemnation in accordance with the provisions of the Statutes and of the Constitution of Utah relating to eminent domain.

To prepare and prosecute such proceeding or proceedings in the proper court having jurisdiction thereof as are necessary for acquisition of such restrictive easement.

To obtain from said court an order permitting said Department to obtain said restrictive easement for public purposes.

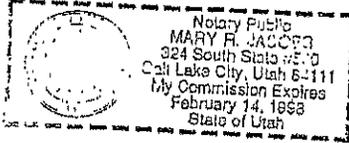
BE IT FURTHER RESOLVED that the State Finance Director shall be requested on behalf of said Department:

To prepare a State Warrant in the amount of the approved appraisal of each restrictive easement; payee to be the Clerk of the District Court of the County wherein the affected real property is located, for the use and benefit of the landowners and/or lien holder as described herein;

That a tender to the landowners of a sum equal to the appraised value of the restrictive easement to be acquired shall be made prior to issuance of an Order of Immediate Occupancy.

The restrictive easement against real property, or interest in real property, which the Department is by this resolution authorized to acquire for said public use, is situate in the County of Davis, State of Utah, and is described on the attached pages.

The foregoing Condemnation Resolution is hereby approved by the Director of the Department of Community and Economic Development pursuant to the provisions of 63-49a-1, et seq., Utah Code Annotated, on this 24 day of May, 1995.



Joseph A. Jenkins
Joseph A. Jenkins, Executive Director
Utah Department of Community & Economic
Development

On the 24th day of May, 1995, personally appeared before me Joseph A. Jenkins, who by me duly sworn did say that he is the Executive Director of the Department of Community & Economic Development and he further acknowledged to me that said instrument was signed by him in behalf of said Utah Department of Community & Economic Development.

My Commission Expires: 2/14/98

Mary R. Jacobs
Notary Public

LAND USE EASEMENT
(75 LdN)

The property hereinafter described will by this action be subject to a perpetual Land Use Easement for the purpose of protecting the health and safety of the citizens of Utah and assuring the continued operation of Hill Air Force Base as an active military base, as recited by Section 63-49a-1 et seq; Utah Code Annotated, 1953, as amended. Said easement regulates the use of the land hereinafter described and makes it subject to the following restrictions.

1. Owners of the hereinafter described property (Owners) shall not use or permit any use of said property or any of the air space above said tract of land for any purpose other than the following:

- A. ONLY RESIDENTIAL TRANSIENT LODGING WITH NOISE LEVEL REDUCTION (but not in areas above 80 LdN) (see paragraph 2 below).
- B. ALL INDUSTRIAL-MANUFACTURING
- C. TRANSPORTATION - COMMUNICATIONS & UTILITIES except for noise sensitive communication services
- D. ALL COMMERCIAL - RETAIL TRADE ESTABLISHMENTS
- E. ALL PUBLIC AND QUASI PUBLIC SERVICES except for hospitals, nursing homes, other medical facilities and educational services
- F. OUTDOOR RECREATION ACTIVITIES, including Golf Courses, Riding Stables and Water Recreation
- G. ALL RESOURCE PRODUCTION, EXTRACTION AND OPEN SPACE

2. No residential dwellings shall be allowed under any of the above mentioned uses other than transient lodging with noise level reduction of 30 db.

3. Measures to achieve Noise Level Reduction (NLR) of 30 db must be incorporated into the design and construction of occupied portions of all facilities constructed in the 75-80 areas.

4. Improvements located on the property subject to this easement at the time said easement is executed shall not be required to be removed. Single family dwellings in existence at the time this document is executed shall not be converted into multiple family dwellings.

5. The uses allowed under this easement shall not affect restrictions placed on the property by zoning ordinances and uses which may be permitted in this easement may be prohibited by zoning ordinances. The restrictions of this easement shall not apply to use existing at the time the easement is executed.

6. The Owners, their successors or assigns, shall not construct or place, or cause to be constructed or placed, any improvement upon the property subject to this easement which will exceed a height of 162 feet.

7. Any use made of the property subject to this easement by the Owners, their successors, or assigns, shall be such that no smoke, dust, steam or other substances is released into the airspace which would interfere with pilot vision.

8. The Owners shall not put said property to a use which will produce light emissions, either direct or indirect (reflections), which would interfere with pilot vision or a use which would produce electrical or other emissions which would interfere with aircraft communication systems or navigational equipment.

The description of the tract of land upon which said perpetual easement is to be imposed is as described on the attached sheets:

PROPERTY #331

RECORDED OWNER: Clarence H. Birt and Martha A. Birt, Joint Tenants

ADDRESS: 119 East South Weber Drive South Weber, Utah 84403

PARTY IN INTEREST: None of record

LIEN HOLDERS: None of record

APPRAISED VALUE: \$258,200.00

PARCEL NO. 331:

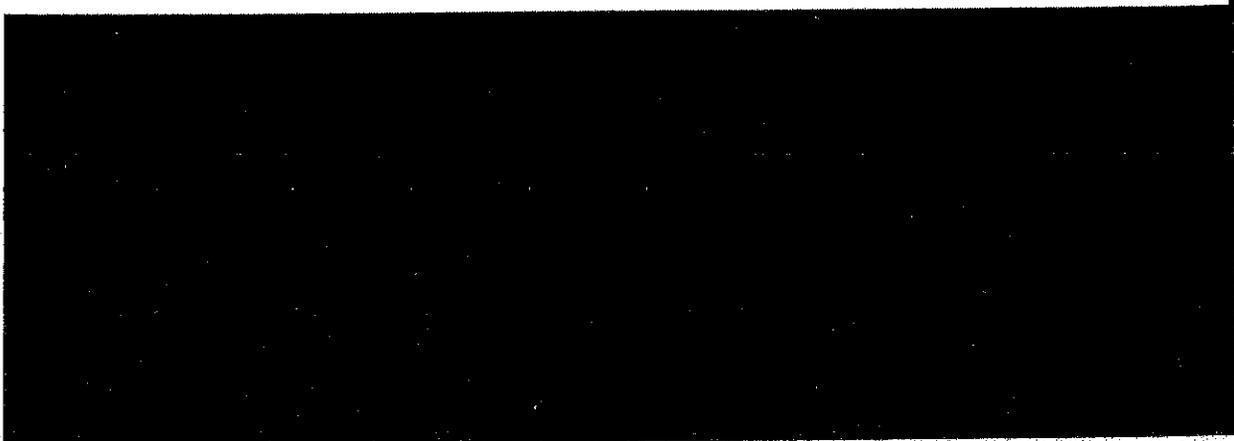
THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF DAVIS, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:

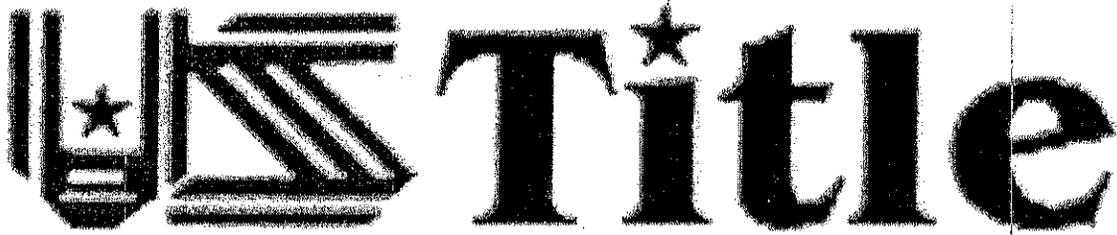
BEGINNING 1.60 CHAINS WEST FROM SOUTHEAST CORNER OF SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, AND RUNNING THENCE NORTH 23.60 CHAINS; THENCE WEST FOLLOWING CURVE OF SLOUGH 9.85 CHAINS; THENCE NORTH 4.37 CHAINS; THENCE WEST 2.50 CHAINS; THENCE SOUTH 30.50 CHAINS; THENCE EAST 11.80 CHAINS TO BEGINNING.

EXCEPTING THEREFROM: BEGINNING ON THE SOUTHWESTERLY LINE OF A HIGHWAY AT A POINT SOUTH 127.61 FEET AND WEST 283.14 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, AND RUNNING THENCE SOUTH 45°44'50" WEST 600 FEET, MORE OR LESS, TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE DAVIS & WEBER COUNTIES CANAL CO.; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE TO THE NORTH LINE OF SAID SECTION 29; THENCE EAST ALONG THE SECTION LINE TO A POINT 13.4 CHAINS WEST OF THE NORTH QUARTER CORNER OF SAID SECTION 29; THENCE NORTH 700 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF A HIGHWAY; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY TO THE POINT OF BEGINNING.

(13-022)
(09/17)

THE DESCRIBED PROPERTY ALSO KNOWN BY THE STREET ADDRESS OF:
119 EAST SOUTH WEBER, SOUTH WEBER, UTAH 84403





1436 S. LEGEND HILLS DRIVE #100
CLEARFIELD, UT 84015
PHONE 801-779-7143 FAX 801-217-0133

WIRE TRANSFER INSTRUCTIONS

RECEIVING BANK: Bank of Utah
2605 Washington Blvd
Ogden, UT 84401

ABA/Routing: 124300107

Account number: 12559083

Account name: US TITLE TRUST ACCOUNT

Amount: \$ _____

PLEASE REFERENCE:

File No. _____
Name _____

TO INSURE RECORDING PLEASE NOTIFY TITLE CO BEFORE WIRE IS SENT.



Utah Association
of REALTORS

SELLER'S PROPERTY CONDITION DISCLOSURE (LAND)

This is a legally binding contract. If not understood, consult an attorney.



LISTING AGENT - COMPLETE THIS SECTION ONLY!

SELLER NAME Future Homes ("Seller")
 PROPERTY ADDRESS 270 East South Weber Drive, South Weber ("Property")
 LISTING BROKERAGE RE/MAX Metro Layton ("Company")

NOTICE FROM COMPANY

Buyer and Seller are advised that the Company and its agents are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide Buyer or Seller with professional advice regarding the physical condition of any property or regarding legal or tax matters. The Company and its agents strongly recommend that in connection with any offer to acquire the Property, Buyer retain the professional services of legal and/or tax advisors, property inspectors, surveyors, and other professionals to satisfy Buyer as to any and all aspects of the physical and legal condition of the Property. BUYER IS ADVISED NOT TO RELY ON THE COMPANY, OR ON ANY AGENTS OF THE COMPANY, FOR A DETERMINATION REGARDING THE PHYSICAL OR LEGAL CONDITION OF THE PROPERTY, including, but not limited to: the cost, location, availability and quality of water and water service; the cost, location and availability of utility services; the cost of all utility service connection fees; any environmental issues associated with the Property; the boundaries of the Property; any planning, zoning and building restrictions; any private deed restrictions or other restrictive covenants; or the size or acreage of the Property.

INSTRUCTIONS TO SELLER

SELLER IS OBLIGATED UNDER LAW TO DISCLOSE TO BUYERS DEFECTS IN THE PROPERTY KNOWN TO SELLER THAT MATERIALLY AND ADVERSELY AFFECT THE VALUE OF THE PROPERTY THAT CANNOT BE DISCOVERED BY A REASONABLE INSPECTION BY AN ORDINARY PRUDENT BUYER. This disclosure form is designed to assist Seller in complying with these disclosure requirements. Please thoroughly disclose your actual knowledge regarding the condition of the Property. The Company, other real estate agents, and buyers will rely on this disclosure form.

- Complete the remainder of this form.
- Please be specific when describing any past or present issues or defects (location, nature of problem, etc.) Use additional addendum if necessary.
- If a question does not apply to your Property, WRITE "N/A" NEXT TO THE QUESTION.

1. NATURAL GAS, ELECTRICITY, TELEPHONE, CABLE TV

Please describe, to your knowledge, the approximate location of the nearest following utility service lines:

- A. Natural Gas: Located in Kingston (Name of Street/Road) Stubbed to Lot Line
 Other (specify) _____
- B. Electricity: Located in Kingston (Name of Street/Road) Stubbed to Lot Line
 Other (specify) _____
- C. Telephone: Located in Kingston (Name of Street/Road) Stubbed to Lot Line
 Other (specify) _____
- D. Cable TV: Located in Unknown (Name of Street/Road) Stubbed to Lot Line
 Other (specify) _____

2. SEWER/SEPTIC TANK

A. To your knowledge, sewer service for the Property will be provided by (check applicable box):

- Public Sewer
 Septic Tank

B. If Public Sewer, who is the Public Sewer provider: South Weber Sewer

C. If sewer service is Septic Tank, to your knowledge has a percolation test been conducted on the Property?

D. If a percolation test was conducted, to your knowledge, did the Property pass the test?

Yes No
 Yes No

3. CULINARY WATER

A. To your knowledge, culinary water service for the Property will be provided by (check applicable box):

- Public Water (Name of water service provider): S. Weber City
- Private Water Company (Name of water service provider): _____
- Private Well

NOTE: IF WATER SERVICE WILL BE PROVIDED BY PUBLIC WATER, SKIP TO SECTION 4

B. Private Water Company

(1) To your knowledge, what is the approximate location of the nearest private water company water service line?

- Located In _____ (Name of Street/Road) Stubbed to Lot Line
- Other (specify) _____

- (2) Are the water share certificates in your possession? If yes, please attach a copy Yes No
- (3) To your knowledge, are water share assessments paid in full? Yes No

C. Private Well

- (1) Is a well presently located on the Property? Yes No
- (2) To your knowledge, is your water right for the well represented by a contract with a special improvement or water conservancy district? If "Yes", what is the number of the district contract? _____ Yes No
- (3) If your water right for the well is not based on a contract with a special improvement or water conservancy district, to your knowledge, what is the State Engineer "Index Number" for your water right? _____ - _____

4. IRRIGATION WATER

A. Are there any irrigation water rights with the Property? Yes No

B. If irrigation water is delivered to you by an irrigation water company, what is the name of the company?

S. Weber Irrigation

C. Do you have in your possession water share certificates representing your right to receive and use irrigation water? If "Yes", please attach a copy of any such share certificates. Yes No

D. If the irrigation water rights are other than shares in an irrigation water company, to your knowledge, what is the State Engineer "Index Number" or numbers for your irrigation water rights? _____ - _____

E. Is there an irrigation water source and distribution facility in place for the Property such as canals, ditches or pressurized sprinkler system? If "Yes", what is the name of the water source: Yes No

S. Weber Irrigation

5. SOILS

A. Are you aware of any settlement or heaving of soil on the Property (collapsible or expansive soils, poorly compacted fill)? If "Yes", please describe, to your knowledge, the nature and location of any settlement or heaving of soil: Yes No

B. To your knowledge, is there any fill located on the Property? If "Yes", please describe, to your knowledge, the nature and approximate location of any fill: Yes No

C. Are you aware of any sliding or earth movement on the Property or on any adjoining property (landslides, falling rocks, debris or mud flows)? If "Yes", please describe the nature and location of the sliding or earth movement: Yes No

D. To your knowledge, does any portion of the Property contain any subsurface, man-made debris that has been buried, covered or abandoned, including without limitation, any discarded or abandoned construction materials, concrete footings or foundations, trash, etc? If "Yes", please describe the nature and location of such subsurface debris: Yes No

E. Please describe, to your knowledge, any action taken to repair or mitigate any of the issues described 5A, 5B, 5C or 5D: _____

- F. Are you aware of any geologic, soils, engineering, or environmental reports that have been prepared for the Property? If "Yes", please attach a copy of any such reports in your possession. Yes No
- 6. BOUNDARIES & ACCESS**
- A. To your knowledge, is there anything on your Property (such as a fence or any other improvement) that encroaches (extends) onto any adjoining property? If "Yes", please describe, to your knowledge, the nature and approximate location of any such encroachment: Yes No
- B. To your knowledge, is there anything on any adjoining property (such as a fence, deck, or any other improvements) that encroaches (extends) onto your Property? If "Yes", please describe, to your knowledge, the nature and approximate location of any such encroachment: Yes No
- C. Are you aware of any boundary disputes or conflicts involving your Property and any adjoining property or properties? If "Yes", please describe, to your knowledge, the nature of any such boundary disputes or conflicts: Yes No
- D. Are you aware of any survey(s) that have been prepared for the Property or any adjoining property or properties? If "Yes", please provide a copy of any such survey(s) in your possession. Yes No
- E. Are you aware of any unrecorded easements, or claims for easements, affecting the Property? If "Yes", please describe, to your knowledge, the nature and approximate location of any such easement(s): Yes No
- F. To your knowledge, is there direct access to the Property from a public street/road? Yes No
- G. If direct access to the Property is not from a public street/road, to your knowledge, is there direct access to the Property through (check applicable box): Private Easement Private Street/Road Yes No
- 7. FLOODING/DRAINAGE**
- A. Are you aware of any flooding or lot drainage issues on the Property? If "Yes", please describe, to your knowledge, the nature and approximate location of any flooding or lot drainage issues: Yes No
- B. If there are flooding or lot drainage issues, are you aware of any work done at the Property to mitigate or to prevent any recurrence of any flooding or lot drainage issues? If "Yes", please describe, to your knowledge, any work done at the Property to mitigate or prevent flooding or lot drainage issues: Yes No
- C. Are you aware of any wetlands located on the Property? Yes No
- D. If you are aware of wetlands on the Property, to your knowledge, has the Property been mapped for wetlands? If "Yes", please provide a copy of any wetlands maps and wetlands permits in your possession. Yes No
- E. Are you aware of any action taken to mitigate any wetland issues through the Army Corps of Engineers? If "Yes", please describe, to your knowledge, the nature of any mitigation work done at the Property: Yes No
- 8. ENVIRONMENTAL ISSUES**
- A. Are you aware of any past or present hazardous conditions, substances, or materials on the Property, such as methane gas, radioactive material, landfill, mineshaft, buried storage tanks and lines, or toxic materials? If "Yes", please describe, to your knowledge the nature of any such hazardous conditions: Yes No
- B. If you are aware of any past or present hazardous conditions, substances, or materials on the Property, are you aware of any work done at the Property to mitigate any such hazardous conditions? If "Yes", please describe, to your knowledge, the nature of any mitigation work: Yes No
- C. Are you aware of any environmental reports that have been prepared for the Property? If "Yes", please attach copies of any such reports in your possession. Yes No
- 9. HOMEOWNERS ASSOCIATION**
- A. To your knowledge, is the Property part of a Homeowner's Association (HOA)? Yes No
- B. If the Property is part of an HOA, does the HOA levy dues or assessments for maintenance of common areas and/or other common expenses? Yes No

Seller's Initials REJ Date 1/4/16 Buyer's Initials _____ Date _____

C. For questions regarding the HOA, including past, present or future dues or assessments, or regarding financial statements, bylaws, HOA meetings and minutes, information may be obtained from the following:

(Name) _____
(Address) _____
(Phone) _____

BY SIGNING THIS DISCLOSURE FORM, SELLER AUTHORIZES THE RELEASE OF HOA INFORMATION TO BUYER AND/OR TO BUYER'S AGENT.

10. UNPAID ASSESSMENTS

A. Are you aware of any HOA, municipal, special improvement district or other assessments that are presently owing against the Property? If "Yes", please describe, to your knowledge, the nature and amount of any such unpaid assessments: Yes No

B. Are you aware of any HOA, municipal, or special improvement district assessments that have been approved but not yet levied against the Property? If "Yes", please describe, to your knowledge, the nature and amount of any such approved, but not yet levied, assessments: Yes No

11. MISCELLANEOUS

A. To your knowledge, is any portion of the Property presently assessed, for property tax purposes, as "Greenbelt"? Yes No

B. Are you aware of any existing or threatened legal action affecting the Property? If "Yes", please describe, to your knowledge, the nature of any such legal action: Yes No

ACREAGE/SQUARE FOOTAGE

Seller represents that any figures provided by Seller in any documents regarding the square footage or acreage of the Property are not based on any personal measurement by Seller. If the square footage or acreage of the Property is of material concern to Buyer, Buyer is advised to verify the square footage or acreage through any independent sources or means deemed appropriate by Buyer. BUYER IS ADVISED NOT TO RELY ON SELLER, THE COMPANY, OR ANY AGENTS OF THE COMPANY FOR A DETERMINATION REGARDING THE SQUARE FOOTAGE OR ACREAGE OF THE PROPERTY.

VERIFICATION BY SELLER

Seller verifies that Seller has completed this disclosure form and that the information contained herein is accurate and complete to the best of Seller's actual knowledge as of the date signed by Seller below. SELLER UNDERSTANDS AND AGREES THAT SELLER WILL UPDATE THIS DISCLOSURE FORM IF ANY INFORMATION CONTAINED HEREIN BECOMES INACCURATE OR INCORRECT IN ANY WAY. Seller authorizes the Company to provide copies of this disclosure form to prospective buyers, and to real estate brokers and agents. This disclosure form is not a warranty of any kind. If Buyer and Seller enter into a sales contract for the Property, and such sales contract includes, excludes, or warrants the condition of any item referenced herein, then to the extent there is a conflict between the sales contract and any representations contained herein, the terms of the sales contract shall control.

Seller: [Signature] Date: 1/4/16 Seller: _____ Date: _____

ACKNOWLEDGEMENT OF RECEIPT BY BUYER

Buyer's signature below acknowledges Buyer's receipt of a copy of this disclosure form.

Buyer: _____ Date: _____ Buyer: _____ Date: _____

Seller's Initials WRJ Date 1/4/16 Buyer's Initials _____ Date _____

DISCLOSURE FORM UPDATE

The above disclosure form was reviewed and updated by Seller on the date signed by Seller below. (Check Applicable Boxes)
[] There are no changes in the above disclosure form; [] The above disclosure form has been changed as follows:

and/or [] The above disclosure form has been changed as noted on attached Addendum No. _____ to this disclosure form.

Seller: _____ Date: _____ Seller: _____ Date: _____

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NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DESIRE SPECIFIC LEGAL OR TAX ADVICE,
CONSULT AN APPROPRIATE PROFESSIONAL.

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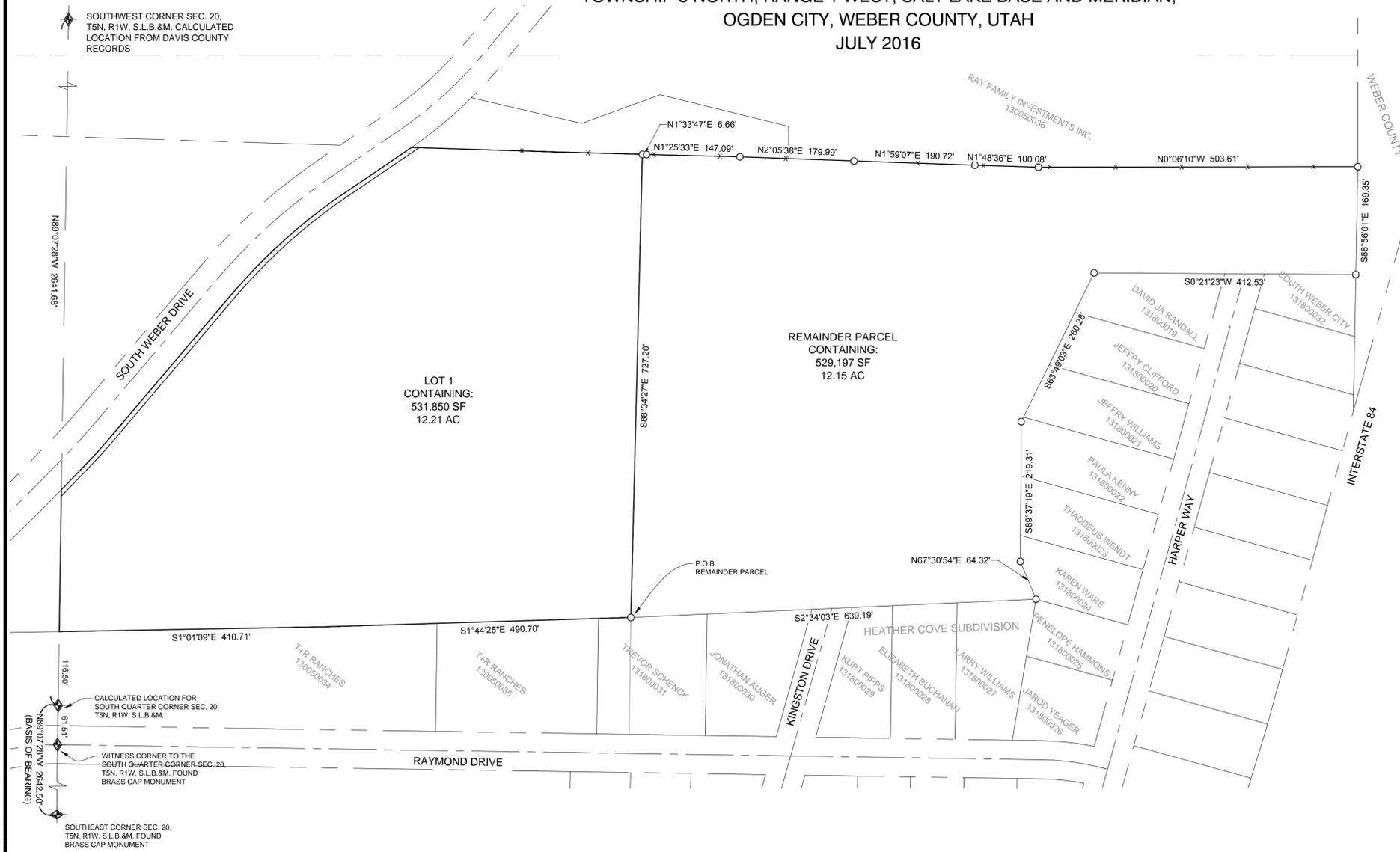
UAR FORM 15A

Seller's Initials RTJ Date 1/4/12 Buyer's Initials _____ Date _____

SMITH & EDWARDS SUBDIVISION
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20,
 TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN,
 OGDEN CITY, WEBER COUNTY, UTAH
 JULY 2016

REMAINDER PARCEL BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE SALT LAKE BASE AND MERIDIAN.
 BEGINNING AT A POINT BEING LOCATED NORTH 89°07'28" WEST 116.50 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND NORTH 1°01'09" WEST 410.71 FEET AND NORTH 1°44'25" WEST 490.70 FEET FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; RUNNING THENCE SOUTH 88°34'27" EAST 727.20 FEET TO AN EXISTING FENCE LINE HAVING BEEN AGREED UPON AS THE BOUNDARY LINE AND RECORDED AS ENTRY NO. 1343702 IN BOOK SIX AT PAGE 228 OF THE DAVIS COUNTY RECORDS; THENCE ALONG SAID FENCE THE FOLLOWING SIX (6) COURSES: (1) NORTH 1°33'47" EAST 6.66 FEET; (2) NORTH 1°25'33" EAST 147.09 FEET; (3) NORTH 2°05'38" EAST 179.99 FEET; (4) NORTH 1°59'07" EAST 190.72 FEET; (5) NORTH 1°48'36" EAST 100.06 FEET; (6) NORTH 0°06'18" WEST 503.61 FEET; THENCE SOUTH 88°56'01" EAST 169.35 FEET TO THE NORTHWEST CORNER OF THE HEATHER COVE SUBDIVISION; THENCE ALONG THE WESTERLY BOUNDARY OF SAID SUBDIVISION THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 0°21'23" WEST 412.53 FEET; (2) SOUTH 63°49'03" EAST 260.28 FEET; (3) SOUTH 89°37'19" EAST 219.31 FEET; (4) NORTH 67°30'54" EAST 64.32 FEET; (5) SOUTH 2°34'03" EAST 639.19 FEET TO THE POINT OF BEGINNING.



LEGEND

- DAVIS COUNTY MONUMENT
- SET 24" REBAR AND CAP GARDNER ENGINEERING
- SUBDIVISION BOUNDARY
- LOT LINE
- REMAINDER PARCEL
- ADJACENT PARCEL
- SECTION LINE
- PUBLIC UTILITY EASEMENT (P.U.E.)
- ROADWAY DEDICATION AREA

0' 50' 100' 200' 300'
 Scale in Feet
 1" = 100'

ROCKY MOUNTAIN POWER
 Utilities shall have the right to install, maintain and operate their equipment above and below ground and all other related facilities within the Public Utility Easements identified on this plat map as may be necessary or desirable in providing utility services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the PUE. The utility may require the lot owner to remove all structures within the PUE at the lot owner's expense, or the utility may remove such structures at the lot owner's expense. Not at time may any permanent structures be placed within the PUE or any other obstruction which interferes with the use of the PUE without the prior written approval of the utilities with the facilities in the PUE.

I, _____, ON BEHALF OF ROCKY MOUNTAIN POWER AM AN AUTHORIZED AGENT AND HAVE AUTHORITY TO SIGN ON AND IN BEHALF OF ROCKY MOUNTAIN POWER.
 SIGNED THIS ____ DAY OF _____, 2016.

QUESTAR GAS
 Questar approves this plat solely for the purposes of approximating the location, boundaries, course and dimension of its rights-of-way and easements and its existing facilities, this approval shall not be construed to warrant or verify the precise location of such items. The rights-of-way easements are subject to numerous restrictions appearing of the recorded right-of-way and easement grant(s) or by prescription. Questar may require additional easements in order to serve this development, this approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities including prescriptive rights and other rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set forth in the owner's dedication or notes, and does not constitute a guarantee of particular terms or conditions or natural gas service. For further information, including information related to allowed activities with rights-of-way, please contact Questar right-of-way department at 1800-366-8532.

I, _____, ON BEHALF OF QUESTAR GAS AM AN AUTHORIZED AGENT AND HAVE AUTHORITY TO SIGN ON AND IN BEHALF OF QUESTAR GAS.
 SIGNED THIS ____ DAY OF _____, 2016.

CENTURY LINK
 I, _____, ON BEHALF OF CENTURYLINK AM AN AUTHORIZED AGENT AND HAVE AUTHORITY TO SIGN ON AND IN BEHALF OF CENTURYLINK.
 SIGNED THIS ____ DAY OF _____, 2016.

DEVELOPER: SMITH & EDWARDS COMPANY

SHEET 2 OF 2

GARDNER ENGINEERING

CIVIL • LAND PLANNING
 MUNICIPAL • LAND SURVEYING

5150 SOUTH 375 EAST OGDEN, UT
 OFFICE: 801.476.0202 FAX: 801.476.0066

COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
 FILED FOR RECORD AND RECORDED _____, AT _____, IN _____ BOOK _____ OF OFFICIAL RECORDS, PAGE _____, RECORDED FOR _____
 _____ COUNTY RECORDER
 BY: _____ DEPUTY

R:\1919 - SMITH & EDWARDS\1901 - SOUTH WEBER SOCCER\SURVEY\DWG\PLAT.DWG

SMITH & EDWARDS SUBDIVISION
 LOCATED IN THE SOUTHWEST QUARTER OF
 SECTION 20,
 TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE
 BASE AND MERIDIAN,
 OGDEN CITY, WEBER COUNTY, UTAH
 JULY 2016

BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE SALT LAKE BASE AND MERIDIAN.
 BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER BEING LOCATED NORTH 89°07'28" WEST 116.50 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; RUNNING THENCE ALONG SAID SOUTH LINE NORTH 89°07'28" WEST 227.70 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH WEBER DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES: (1) NORTH 45°50'41" WEST 64.70 FEET; (2) ALONG THE ARC OF A 877.50 FOOT RADIUS CURVE TO THE LEFT 66.86 FEET, HAVING A CENTRAL ANGLE OF 03°42'46"; CHORD BEARS NORTH 47°42'04" WEST 56.85 FEET; (3) NORTH 49°33'27" WEST 298.71 FEET; (4) ALONG THE ARC OF A 887.00 FOOT RADIUS CURVE TO THE RIGHT 234.04 FEET, HAVING A CENTRAL ANGLE OF 15°28'01"; CHORD BEARS NORTH 41°49'26" WEST 233.33 FEET; (5) NORTH 34°05'26" WEST 125.79 FEET; (6) ALONG THE ARC OF A 696.50 FOOT RADIUS CURVE TO THE LEFT 4.53 FEET, HAVING A CENTRAL ANGLE OF 00°22'22"; CHORD BEARS NORTH 34°16'37" WEST 4.53 FEET TO AN EXISTING FENCE LINE HAVING BEEN AGREED UPON AS THE BOUNDARY LINE AND RECORDED AS ENTRY NO 1343702 IN BOOK 2169 AT PAGE 228 OF THE DAVIS COUNTY RECORDS; THENCE ALONG SAID FENCE LINE THE FOLLOWING TWO (2) COURSES: (1) NORTH 01°47'17" EAST 213.89 FEET; (2) NORTH 01°33'47" EAST 150.14 FEET; THENCE NORTH 88°34'27" WEST 727.20 FEET; THENCE SOUTH 01°44'25" EAST 490.70 FEET; THENCE SOUTH 01°01'09" EAST 410.71 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

I, KLINT H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY AS SHOWN AND DESCRIBED ON THIS PLAT, AND HAVE SUBDIVIDED SAID PROPERTY INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS SMITH & EDWARDS SUBDIVISION IN ACCORDANCE WITH SECTION 17-23-20 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN HEREON ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY, AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THIS _____ DAY OF _____, 2016.



KLINT H. WHITNEY, PLS NO. 8227228

OWNER'S DEDICATION

I, THE UNDERSIGNED OWNER OF THE HEREON-DESCRIBED TRACT OF LAND HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THIS PLAT, AND NAME SAID TRACT:

SMITH & EDWARDS SUBDIVISION

AND HEREBY DEDICATE, GRANT AND CONVEY TO SOUTH WEBER CITY CITY ALL THOSE PORTIONS OF SAID TRACT OF LAND DESIGNATED HEREON AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER; AND FURTHER DEDICATE, GRANT AND CONVEY TO SOUTH WEBER CITY THOSE CERTAIN STRIPS DESIGNATED HEREON AS PUBLIC UTILITY EASEMENTS (P.U.E.), THE SAME TO BE USED FOR DRAINAGE AND CROSS DRAINAGE PURPOSES AND THE INSTALLATION, MAINTENANCE, AND OPERATION OF PUBLIC UTILITIES AS MAY BE AUTHORIZED BY SOUTH WEBER CITY CITY.

SIGNED THIS _____ DAY OF _____, 2016. BY: _____

ACKNOWLEDGEMENT

STATE OF UTAH)
 COUNTY OF WEBER)

On this _____ day of _____, 2016, personally appeared before me _____ whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____ of _____, and that said document was signed by him/her in behalf of said *Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said _____ acknowledged to me that said *Corporation executed the same.

STAMP

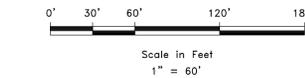
NOTARY PUBLIC

DEVELOPER:



COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
 FILED FOR RECORD AND RECORDED _____ AT _____ IN _____ BOOK _____ OF OFFICIAL RECORDS, PAGE _____ RECORDED FOR _____ COUNTY RECORDER BY: _____ DEPUTY



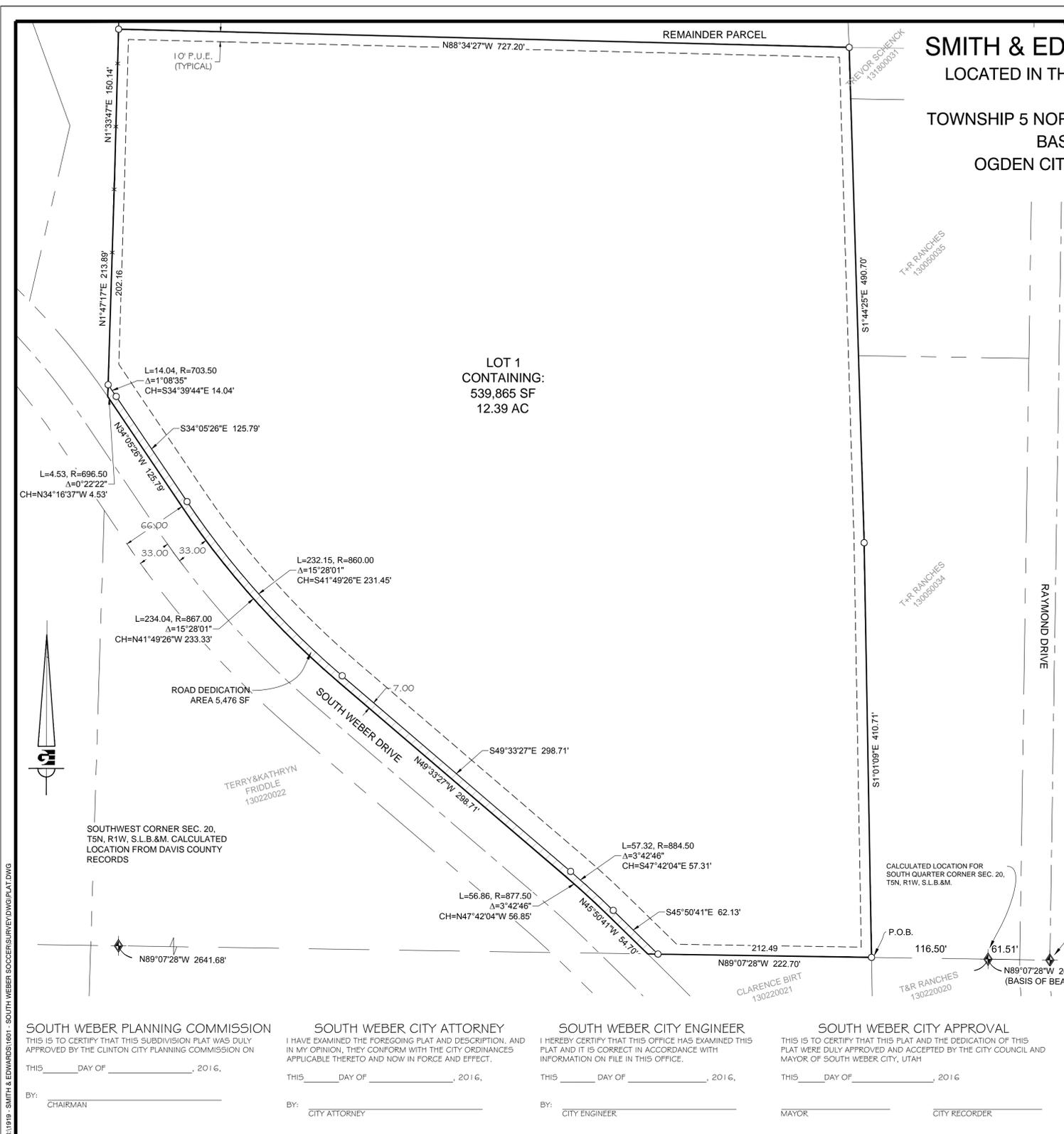
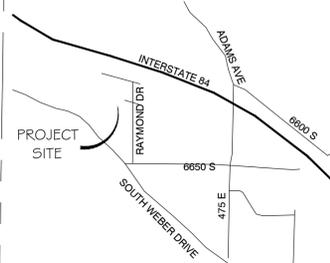
LEGEND

- DAVIS COUNTY MONUMENT
- SET 24" REBAR AND CAP GARDNER ENGINEERING
- SUBDIVISION BOUNDARY
- LOT LINE
- ADJACENT PARCEL
- SECTION LINE
- PUBLIC UTILITY EASEMENT (P.U.E.)
- ROADWAY DEDICATION AREA

NOTES:

1. 1.0' PUBLIC UTILITY EASEMENT (P.U.E.) TYPICAL UNLESS OTHERWISE SPECIFIED.
2. SUBJECT PROPERTY FALLS WITHIN FEMA FLOOD ZONE "X". AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. PER FEMA MAP NO. 490110088E WITH AN EFFECTIVE DATE OF JUNE 18, 2007.
3. THE DEVELOPER SHALL BE RESPONSIBLE TO GRADE EACH LOT SUCH THAT RUNOFF WATER IS DIRECTED TO FRONTING ROADS OR SWALES THAT CARRY WATER TO INTERSECTION ROADS. GRADING SHALL ENSURE THAT THE RUNOFF FROM EACH LOT DOES NOT DRAIN ONTO NEIGHBORING LOTS OR PROPERTIES.
4. ZONE C-H CURRENT YARD SETBACKS:

VICINITY MAP (N.T.S.)



SOUTH WEBER PLANNING COMMISSION
 THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY THE CLINTON CITY PLANNING COMMISSION ON THIS _____ DAY OF _____, 2016.
 BY: _____ CHAIRMAN

SOUTH WEBER CITY ATTORNEY
 I HAVE EXAMINED THE FOREGOING PLAT AND DESCRIPTION, AND IN MY OPINION, THEY CONFORM WITH THE CITY ORDINANCES APPLICABLE THERETO AND NOW IN FORCE AND EFFECT.
 THIS _____ DAY OF _____, 2016.
 BY: _____ CITY ATTORNEY

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.
 THIS _____ DAY OF _____, 2016.
 BY: _____ CITY ENGINEER

SOUTH WEBER CITY APPROVAL
 THIS IS TO CERTIFY THAT THIS PLAT AND THE DEDICATION OF THIS PLAT WERE DULY APPROVED AND ACCEPTED BY THE CITY COUNCIL AND MAYOR OF SOUTH WEBER CITY, UTAH
 THIS _____ DAY OF _____, 2016.
 MAYOR _____ CITY RECORDER _____

NARRATIVE
 THE PURPOSE TO THIS PLAT WAS TO DIVIDE PARCEL NO. 13-055-0033 INTO 1 LOT. THIS SURVEY WAS ORDERED BY SMITH AND EDWARDS COMPANY. THE BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 1 WEST, S.L.B.&M. WHICH BEARS NORTH 89°07'28" WEST, DAVIS COUNTY GRID BEARING.

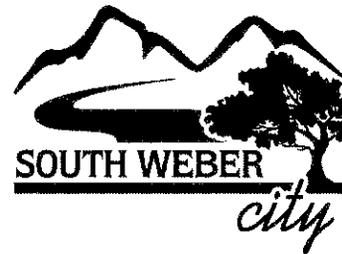
R:\1919 - SMITH & EDWARDS\1901 - SOUTH WEBER SOCCERS\SURVEY\DWG\PLAT.DWG

For Office Use Only

Fees received by: EB Date of submittal: 7/21/16
Amount Paid: 600.00 Receipt #: 13-082626

Initial Review, all of the required supporting materials have been provided: _____ pc 8/14/16

CC Meeting Date: _____



**Conditional Use Final Application
Non-Residential Zone**

Project Name: SOUTH WEBER SOCCER FACILITY
Approx. Location: 128 E. SOUTH WEBER DRIVE
Parcel Number(s): 13-005-0033 Total Acres: 24.08
Current Zone: A If Rezoning, to what zone: C-R Bordering Zones: R-LM + R-M
Surrounding Land Uses: R-M, R-LM
Phase: 1 of 1

Contact Information

Developer or Agent

Name: KELLY PARK
Company Name: SMITH AND EDWARDS
Address: 3936 UT-126
City/State/Zip: OGDEN, UT. 84404
Phone: 801-725-8438 Fax: _____
Email: kelly@smithandedwards.com

Best Way/Preferred Method of Contact:

Email Phone Fax Mail

Developer's Engineer

Name: TYLER NIELSON
Company: GARDNER ENGINEERING
License #: 4859845
Address: 5150 SOUTH 375 EAST
City/State/Zip: OGDEN, UT. 84404
Phone: 801-476-0202 Fax: 801-476-0060
Email: tyler@gecivil.com

Best Way/Preferred Method of Contact:

Email Phone Fax Mail

Surveyor

Check here if same as Engineer

Name: KLINT H. WHITNEY
Company: GARDNER ENGINEERING
License #: 8227228
Address: 5150 SOUTH 375 EAST
City/State/Zip: OGDEN, UTAH 84404
Phone: 801-476-0202 Fax: 801-476-0060
Email: klint@gecivil.com

Property Owner(s)

Check here if same as Developer

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

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: _____

Date: 6-15-16

Property Owner's Signature: _____

Date: 6-15-16

Tyler Nielson

From: R1-Permits@utah.gov
Sent: Wednesday, July 13, 2016 9:59 AM
To: Tyler Nielson
Subject: UDOT Online Permits - Application Approved/Permit Issued -- Application ID No. 72069

Congratulations. You have successfully completed the online permitting process for the permit described below. Thank you for partnering with UDOT. By successfully completing the permitting process you are helping our agency achieve our declared Strategic Goals including: Zero Crashes, Injuries, and Fatalities, Optimizing Mobility, and Preserving Infrastructure.

Application ID Number:
72069

Date Submitted:
06/17/2016

Listed Physical Address:
270 North South Weber Drive

Identified Purpose:
To obtain access to a parcel for commercial use.

If you need additional information please contact:

Keith Bladen
(801) 620-1604
kbladen@utah.gov

Please do not reply to this automated email address.

Please click the link below to Print the Permit

https://app.udot.utah.gov/reports/rwservlet?olppdf+report=olp_access_approval_report_mod+p_transact_id=A2DFF5A5CF4E7E808549A02635351B30

<https://www.udot.utah.gov/public/olp/olpuser.gf?n=EF4752BFA7936FE1F29662795F80221901208273> Detail Plan of Work

<https://www.udot.utah.gov/public/olp/olpuser.gf?n=72C010287B7C84241D6D89FB636FB05D01207520> Detail Plan of Work

CONDITIONAL ACCESS PERMIT



GENERAL INFORMATION					
Issuance Date	Region	Project Name		OLP Application ID	
7-13-16	One	Soccer Training Facility		72069	
Physical Address	City	County		Access Use Type	
270 North South Weber Drive	South Weber	Davis		Commercial	
PERMITTEE INFORMATION					
Permittee Name	Primary Contact	Primary Phone		Email	
Smith and Edwards Company	Kelly Park	801-725-8438		kelly@smithandedwards.com	
LOCATION, WIDTH, AND ACCESS CATEGORY INFORMATION					
State Route	Milepost Marker	DD Center Latitude	DD Center Longitude	Access Width	Access Category
SR-60	2.987	41.14712	-111.97951	50	8

A Conditional Access Permit is hereby authorized subject to the Utah Department of Transportation's (the Department's) Access Management Rule (Utah Administrative Code R-930-6), the Utility Accommodation Rule (Utah Administrative Code R930-7), the Standard Specifications for Road and Bridge Construction, and any terms, conditions, and limitations set forth herein. Per Utah Administrative Code R930-6-8(6)(g), a Conditional Access Permit shall expire if the access construction is not completed within twelve (12) months of the issuance date as identified at the top left of this document.

By carrying out the activities authorized by this approval the permittee and the permittee's successors in interests and/or assigns agree to accept all terms, conditions, and limitations, of the approval including any attachments submitted with the Conditional Access Permit Application. In addition, the permittee certifies they will comply with all applicable regulations, properly control and warn the public of said work to prevent accident, and shall defend, indemnify and hold harmless the Department from all damages arising out of any and all operations performed during construction and operation of said access. Per Utah Administrative Code R930-6-8(5)(e), the permittee understands any intentional misrepresentation of existing or future conditions or of information requested for the application for the purposes of receiving a more favorable determination is sufficient grounds for permit revocation. The access allowed under this permit creates a license to only access a state highway to the extent provided in the permit. The access may be closed, modified or relocated by UDOT if, at any time, UDOT determines in its sole discretion that safety, efficiency or other reasons so require.

This conditional access permit does NOT allow construction or other activities within a state right-of-way. An encroachment permit must be separately applied for and issued before any construction within a state right-of-way may commence. Work on UDOT's right-of-way is seasonally restricted from October 15 to April 15. Work is not allowed on the right-of-way during the AM/PM peak traffic hours of 6:00 A.M. to 9:00 A.M. and 3:30 P.M. to 6:00 P.M. Some exceptions to this A.M./P.M. peak travel work restriction may be permissible for low ADT routes in rural areas. Any such exception requires special Region approval and must be explicitly stated on the approved encroachment permit. For more information on the required encroachment permit please visit the encroachment permitting webpage at www.udot.utah.gov/go/EncroachmentPermits.

Authorizing Name (printed):	Keith Bladen	Authorizing Name (signed):	
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TERMS, CONDITIONS, AND LIMITATIONS

Kelly Park
 Smith & Edwards Company
 3936 North Hwy 126
 Ogden, UT 84404

*****We will require that the roadway pavement be saw cut, cleaned, and tacked before constructing the new drive approach.*****

You may now have a bonded contractor apply for an encroachment permit, as described in the bold paragraph above, to perform the work.

A copy of this access permit must be provided when applying for the encroachment permit.

A copy of the access permit must be on the project site with the encroachment permit at all times.

SOUTH WEBER SOCCER FACILITY

CONSTRUCTION DOCUMENTS South Weber, DAVIS COUNTY, UTAH

TRAFFIC CONTROL & SAFETY NOTES

1. BARRICADING AND DETOURING SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CURRENT STATE OF UTAH DEPARTMENT OF TRANSPORTATION MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES, AND THE CURRENT CITY STANDARD DRAWING, AND SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO ANY WORK.
2. NO STREET SHALL BE CLOSED TO TRAFFIC WITHOUT WRITTEN PERMISSION FROM THE CITY TRAFFIC ENGINEER, EXCEPT WHEN DIRECTED BY LAW ENFORCEMENT OR FIRE OFFICIALS.
3. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PROVIDE FOR SMOOTH TRAFFIC FLOW AND SAFETY. ACCESS SHALL BE MAINTAINED FOR ALL PROPERTIES ADJACENT TO THE WORK.
4. DETOURING OPERATIONS FOR A PERIOD OF SIX CONSECUTIVE CALENDAR DAYS, OR MORE, REQUIRE THE INSTALLATION OF TEMPORARY STREET STRIPING AND REMOVAL OF INTERFERING STRIPING BY SANDBLASTING. THE DETOURING STRIPING PLAN OR CONSTRUCTION TRAFFIC CONTROL PLAN MUST BE SUBMITTED TO THE CITY TRAFFIC ENGINEER FOR REVIEW AND APPROVAL.
5. ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE END OF THE WORK TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER.
6. TRAFFIC CONTROL DEVICES (TCDs) SHALL REMAIN VISIBLE AND OPERATIONAL AT ALL TIMES.

UTILITY DISCLAIMER

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THOSE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF CONTRACTOR'S FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT.

NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS. THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

SANITARY SEWER GENERAL NOTES

1. ALL SANITARY SEWER CONSTRUCTION SHALL BE IN CONFORMANCE WITH CITY STANDARDS AND SPECIFICATIONS.
2. ALL GRAVITY SANITARY SEWER LINES SHALL BE SDR-35 PVC MATERIAL. SEWER LINE CONSTRUCTION AND MATERIALS SHALL CONFORM TO ASTM STANDARDS AND SPECIFICATIONS.
3. DISTANCES SHOWN ON PLANS ARE APPROXIMATE AND COULD VARY DUE TO VERTICAL ALIGNMENT.
4. RIM ELEVATIONS SHOWN ARE APPROXIMATE ONLY AND ARE NOT TO BE TAKEN AS FINAL ELEVATION. PIPELINE CONTRACTOR SHALL USE PRECAST CONCRETE ADJUSTMENT RINGS, GROUT AND STEEL SHIMS TO ADJUST THE MANHOLE FRAME TO THE REQUIRED FINAL GRADE IN CONFORMANCE WITH THE STANDARD SPECIFICATIONS. ALL FRAMES SHALL BE ADJUSTED TO FINAL GRADE.
5. ALL SANITARY SEWER MAIN TESTING SHALL BE IN ACCORDANCE WITH THE CITY STANDARDS AND SPECIFICATIONS. COPIES OF ALL TEST RESULTS SHALL BE PROVIDED TO THE PUBLIC WORKS SANITARY SEWER DEPARTMENT HEAD PRIOR TO FINAL ACCEPTANCE.
6. COMPACTION TESTING OF ALL TRENCHES WITH THE PROJECT SITE MUST BE ATTAINED AND RESULTS SUBMITTED TO THE CITY ENGINEER PRIOR TO FINAL ACCEPTANCE.
7. CONTRACTOR IS RESPONSIBLE TO PROTECT ALL EXISTING STRUCTURES AND IMPROVEMENTS DURING INSTALLATION OF SANITARY SEWER LINE.
8. WHERE CONNECTION TO EXISTING UTILITY IS PROPOSED, CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION AND NOTIFY OWNER/ENGINEER IF LOCATION AND ELEVATION OF EXISTING UTILITY VARIES FROM THE DESIGN.
9. CAMERA TESTING AND PRESSURE TESTING PER CITY STANDARD.

GENERAL NOTES

1. ALL MATERIALS, WORKMANSHIP AND CONSTRUCTION OF SITE IMPROVEMENTS SHALL MEET OR EXCEED THE STANDARDS AND SPECIFICATIONS SET FORTH BY THE CITY ENGINEER, PLANNING, CODES AND SPECIFICATIONS AND APPLICABLE STATE AND FEDERAL REGULATIONS. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND SPECIFICATIONS, OR ANY APPLICABLE STANDARDS, THE HIGHER QUALITY STANDARD SHALL APPLY.
2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND OR ELEVATION OF EXISTING UTILITIES, AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY PERTINENT LOCATIONS AND ELEVATIONS, ESPECIALLY AT THE CONNECTION POINTS AND AT POTENTIAL UTILITY CONFLICTS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
3. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL NOTIFY THE DESIGNATED PUBLIC WORKS INSPECTOR AT LEAST 48 HOURS PRIOR TO THE START OF ANY EARTH DISTURBING ACTIVITY, OR CONSTRUCTION ON ANY AND ALL PUBLIC IMPROVEMENTS.
4. THE CONTRACTOR SHALL COORDINATE AND COOPERATE WITH THE CITY AND ALL UTILITY COMPANIES INVOLVED WITH REGARD TO RELOCATIONS OR ADJUSTMENTS OF EXISTING UTILITIES DURING CONSTRUCTION AND TO ASSURE THAT THE WORK IS ACCOMPLISHED IN A TIMELY FASHION AND WITH A MINIMUM DISRUPTION OF SERVICE.
5. THE CONTRACTOR SHALL HAVE ONE (1) COPY OF APPROVED PLANS, AND ONE (1) COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS AND A COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED FOR THE JOB, ON SITE AT ALL TIMES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY INCLUDING BUT NOT LIMITED TO, EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL, AND SECURITY.
7. IF DURING THE CONSTRUCTION PROCESS CONDITIONS ARE ENCOUNTERED BY THE CONTRACTOR, HIS SUBCONTRACTORS, OR OTHER AFFECTED PARTIES, WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY.
8. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL LABOR AND MATERIALS NECESSARY FOR THE COMPLETION OF THE INTENDED IMPROVEMENTS SHOWN ON THESE DRAWINGS OR DESIGNATED TO BE PROVIDED, INSTALLED, CONSTRUCTED, REMOVED AND RELOCATED UNLESS SPECIFICALLY NOTED OTHERWISE.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADWAYS FREE AND CLEAR OF ALL CONSTRUCTION DEBRIS AND DIRT TRACKED FROM THE SITE.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING AS-BUILT DRAWINGS ON A SET OF RECORD DRAWINGS KEPT AT THE CONSTRUCTION SITE, AND AVAILABLE TO THE CITY INSPECTOR AT ALL TIMES.
11. THE CONTRACTOR SHALL SEQUENCE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO MINIMIZE POTENTIAL UTILITY CONFLICTS. IN GENERAL, STORM SEWER AND SANITARY SEWER SHOULD BE CONSTRUCTED PRIOR TO INSTALLATION OF WATER LINES AND DRY UTILITIES.
12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL UTILITY RELOCATIONS CONSISTENT WITH THE CONTRACTORS SCHEDULE FOR THIS PROJECT, WHETHER SHOWN OR NOT SHOWN AS IT RELATES TO THE CONSTRUCTION ACTIVITIES CONTEMPLATED IN THESE PLANS.

SWPPP GENERAL NOTES

1. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AS REQUIRED BY THE CITY AND STATE.
2. ALL STRUCTURAL EROSION MEASURES SHALL BE INSTALLED AS SHOWN ON THE SWPPP PLAN, PRIOR TO ANY OTHER GROUND-DISTURBING ACTIVITY. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED IN GOOD REPAIR BY THE CONTRACTOR, UNTIL SUCH TIME AS THE ENTIRE DISTURBED AREAS ARE STABILIZED WITH HARD SURFACE OR LANDSCAPING.

STORM SEWER GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:
A) OBTAIN ALL REQUIRED PERMITS FROM THE CITY OR REGULATORY AGENCIES, INCLUDING PERMITS TO WORK IN THE RIGHT-OF-WAY.
B) RESTORATION OF EXISTING IMPROVEMENTS INCLUDING BUT NOT LIMITED TO FENCES, SOD, LANDSCAPING, PAVEMENT, SPRINKLER SYSTEM.
C) VERIFICATION AND PROTECTION OF ALL EXISTING IMPROVEMENTS WITHIN THE LIMITS OF CONSTRUCTION.
D) PROVIDING AS-BUILT DRAWINGS TO THE CITY AND THE ENGINEER.
E) ALL PERMITTING, DEVELOPMENT, LOCATION, CONNECTION AND INSPECTION AND SCHEDULING FOR SUCH.
2. ALL STORM SEWER CONNECTIONS SHALL BE IN CONFORMANCE WITH CITY STANDARDS AND SPECIFICATIONS.
3. RIM ELEVATIONS SHOWN ARE APPROXIMATE ONLY AND ARE NOT TO BE TAKEN AS FINAL ELEVATION. PIPELINE CONTRACTOR SHALL USE PRECAST CONCRETE ADJUSTMENT RINGS, GROUT, AND STEEL SHIMS TO ADJUST THE MANHOLE FRAME TO THE REQUIRED FINAL GRADE IN CONFORMANCE WITH CITY STANDARDS AND SPECIFICATIONS AND PLANS. ALL FRAMES SHALL BE ADJUSTED TO FINAL GRADE PRIOR TO PLACEMENT OF ASPHALT PAVING.
4. COMPACTION OF ALL TRENCHES WITHIN THE PROJECT SITE MUST BE ATTAINED AND COMPACTION RESULTS SUBMITTED TO THE ENGINEER AND THE CITY PRIOR TO FINAL ACCEPTANCE.
5. ALL STORM DRAIN PIPES IN THE CITY RIGHT-OF-WAY SHALL BE RCP CL III.
6. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH THE PAVEMENT AND SHALL HAVE TRAFFIC BEARING LIDS. ALL STORM SEWER LIDS SHALL BE LABELED "STORM DRAIN".
7. WHERE CONNECTION TO EXISTING UTILITY IS PROPOSED, CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION AND NOTIFY OWNER/ENGINEER IF LOCATION AND ELEVATION OF EXISTING UTILITY VARIES FROM THE DESIGN.

GENERAL GRADING NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST APWA STANDARDS AND SPECIFICATION FOR PUBLIC WORKS AND THE CITY STANDARDS. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AWAY FROM BUILDING FOUNDATIONS AND ENTRIES. FINISHED GRADE AT FOUNDATION FOR WOOD FRAMED STRUCTURES SHALL BE 8 INCHES BELOW TOP OF FOUNDATION AND DRAINAGE SHALL BE A MINIMUM OF 5% WITHIN 10 FEET FROM THE BUILDING.
2. MAXIMUM SLOPES SHALL BE 3:1 FOR CUT AND FILL UNLESS OTHERWISE NOTED.
3. COMPACTION REQUIREMENTS AND TESTING SHALL BE PERFORMED TO MEET THE CITY STANDARDS.
4. NO FILL SHALL BE PLACED UNTIL VEGETATION HAS BEEN REMOVED AND SUB-GRADE PREPARED PER THE SOILS REPORT.
5. DUST SHALL BE CONTROLLED BY WATERING OR OTHER APPROVED METHODS.
6. CONTRACTOR SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN BY INSTALLING BMP'S PRIOR TO COMMENCEMENT OF EXCAVATION ACTIVITIES. CONTACT THE CITY INSPECTOR FOR INSPECTION.
7. ALL RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND ALL SUBSEQUENT REPORTS, ADDENDUM ETC. SHALL BE CONSIDERED A PART OF THIS GRADING PLAN AND SHALL BE COMPLIED WITH.
8. THE CONTRACTOR SHALL CONTACT BLUE STAKES FOR LOCATION MARKING PRIOR TO COMMENCING EXCAVATION ACTIVITIES.
9. CITY MAY REQUIRE A PRE-CONSTRUCTION MEETING BEFORE A PERMIT IS ISSUED.
10. STREETS ADJACENT TO THE PROJECT SHALL BE CLEAN AT ALL TIMES.
11. CONTRACTOR IS RESPONSIBLE FOR ARRANGING FOR ALL REQUIRED INSPECTIONS.
12. PRIOR TO TAKING WATER FROM A CITY FIRE HYDRANT, THE CONTRACTOR SHALL MAKE ARRANGEMENTS WITH THE WATER UTILITY TO OBTAIN A WATER METER.

CULINARY WATER GENERAL NOTES

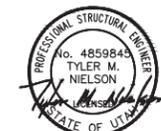
1. ALL INSTALLATION AND MATERIALS SHALL CONFORM TO SOUTH WEBER WATER STANDARDS, SPECIFICATIONS AND PLANS.
2. THRUST BLOCKING IS REQUIRED AT ALL BENDS AND FITTINGS. TIE RODS SHALL BE USED AT ALL BENDS AND FITTINGS WHERE THRUST BLOCKS DO NOT BEAR AGAINST UNDISTURBED SOIL.
3. ALL WATERLINES AT SEWER CROSSINGS SHALL BE LOCATED ABOVE AND HAVE AN 18-INCH VERTICAL SEPARATION FROM THE SEWER PIPE. IF THIS IS NOT PROVIDED, THE WATERLINE SHALL BE INSTALLED WITH 20 L.F. OF CONCRETE CASING CENTERED OVER THE SEWER PIPE.
4. DISINFECTION TESTS SHALL BE PERFORMED BY SOUTH WEBER WATER WITH COOPERATION FROM THE CONTRACTOR IN PERFORMING ANY NECESSARY EXCAVATION AND SUBSEQUENT BACKFILLING AT NO COST TO THE CITY.
5. CHLORINATION OF COMPLETED WATER LINE. THE NEW WATER LINES SHALL BE DISINFECTED BY CHLORINATION. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL RELATED COSTS AND FEES RELATED TO THE CHLORINATION OF THE COMPLETED WATER LINE. THIS TEST SHALL BE PERFORMED PRIOR TO CONNECTION OF THE NEW WATER LINES TO THE EXISTING WATER SYSTEM. THE CONTRACTOR SHALL NOTIFY SOUTH WEBER WATER AT LEAST 24 HOURS BEFORE THE CHLORINATION IS DESIRED.
6. A MINIMUM HORIZONTAL CLEARANCE OF 10 FEET SHALL BE MAINTAINED FROM SANITARY SEWER MAINS.
7. UNLESS OTHERWISE SPECIFIED, ALL WATERLINES SHALL BE AWWA C900 PVC CLASS 150, PER ASTM D2241.
8. CONTRACTOR SHALL LOCATE VALVES PRIOR TO CONNECTION WITH EXISTING SYSTEM, BUT SHALL NOT OPERATE ANY VALVE WITHOUT PERMISSION FROM SOUTH WEBER WATER.
9. ALL WATER MAINS, VALVES, FIRE HYDRANTS, SERVICES AND APPURTENANCES SHALL BE INSTALLED, TESTED, AND APPROVED PRIOR TO PAVING.
10. THERE SHALL BE A WATER SUPPLY TO THE DEVELOPMENT BEFORE ANY WOOD CONSTRUCTION STARTS.
11. SOUTH WEBER WATER REQUIRES THE USE OF CORROSION RESISTANT MATERIALS FOR ALL CULINARY WATER IMPROVEMENTS. SPECIFICALLY, ROMAC BLUE BOLTS OR STAINLESS STEEL BOLTS MUST BE USED ON ALL FITTINGS. FURTHER, ALL METAL FITTINGS SHALL BE POLY WRAPPED.

SHEET INDEX

COVER SHEET	
OVERALL SITE PLAN	S1
ENLARGED SITE PLAN	S2
GRADING AND DRAINAGE PLAN	C1
SOCCER FIELD GRADING AND DRAINAGE PLAN	C2
SITE UTILITY PLAN	C3
SITE DETAILS	DT1
LANDSCAPE PLAN	L1
S.W.P.P. AND DETAILS	SW1



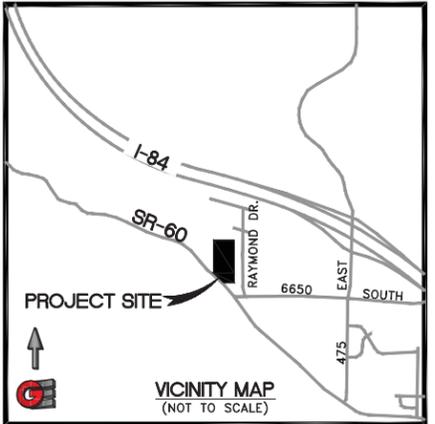
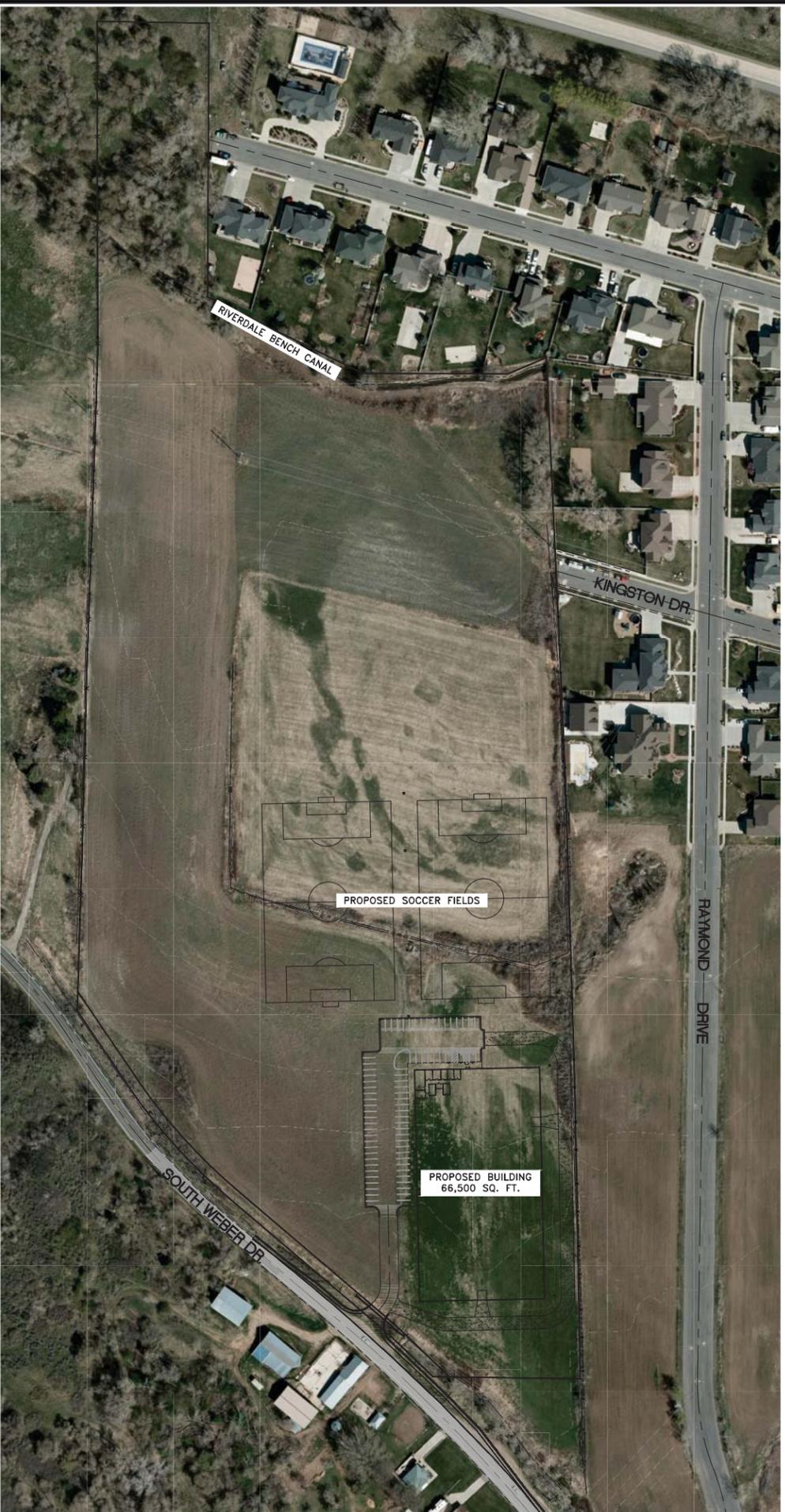
PRELIMINARY
NOT FOR CONSTRUCTION



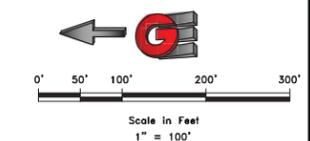
ALL IMPROVEMENTS TO CONFORM TO CURRENT CITY STANDARDS AND SPECIFICATIONS
CULINARY WATER IMPROVEMENTS TO CONFORM TO THE WATER UTILITY'S STANDARDS AND SPECIFICATIONS
SECONDARY WATER IMPROVEMENTS TO CONFORM TO THE SECONDARY WATER UTILITY'S STANDARDS AND SPECIFICATIONS

SOUTH WEBER SOCCER FACILITY
CONSTRUCTION DOCUMENTS

K:\13171 - South Weber Soccer Fields\13171.dwg - 03/28/2017 10:48:03 AM - AutoCAD 2012 General Documents.dwg



PRELIMINARY
NOT FOR CONSTRUCTION



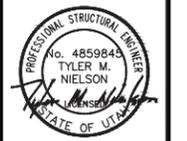
DATA TABLE:

-NUMBER OF LOTS	=	1 LOT
BUILDING	66,500	(6.19%)
ASPHALT PAVING	35,037.04	(3.26%)
GRAVEL PAVING	14,714.86	(1.37%)
LANDSCAPE	958,286.89	(89.18%)
TOTAL SITE AREA	1,074,538.79	100%
PARKING STALLS PROVIDED	=	75
(INCLUDES 3 HANDICAP STALLS)		

SCALE: 1" = 100'

DATE	7/18/2016
DESIGN	TJM
DRAWN	ESD
CHECKED	TJM

DWG: 13171 - SOUTH WEBER SOCCER FIELDS, DR. SOCCER - 03.DWG

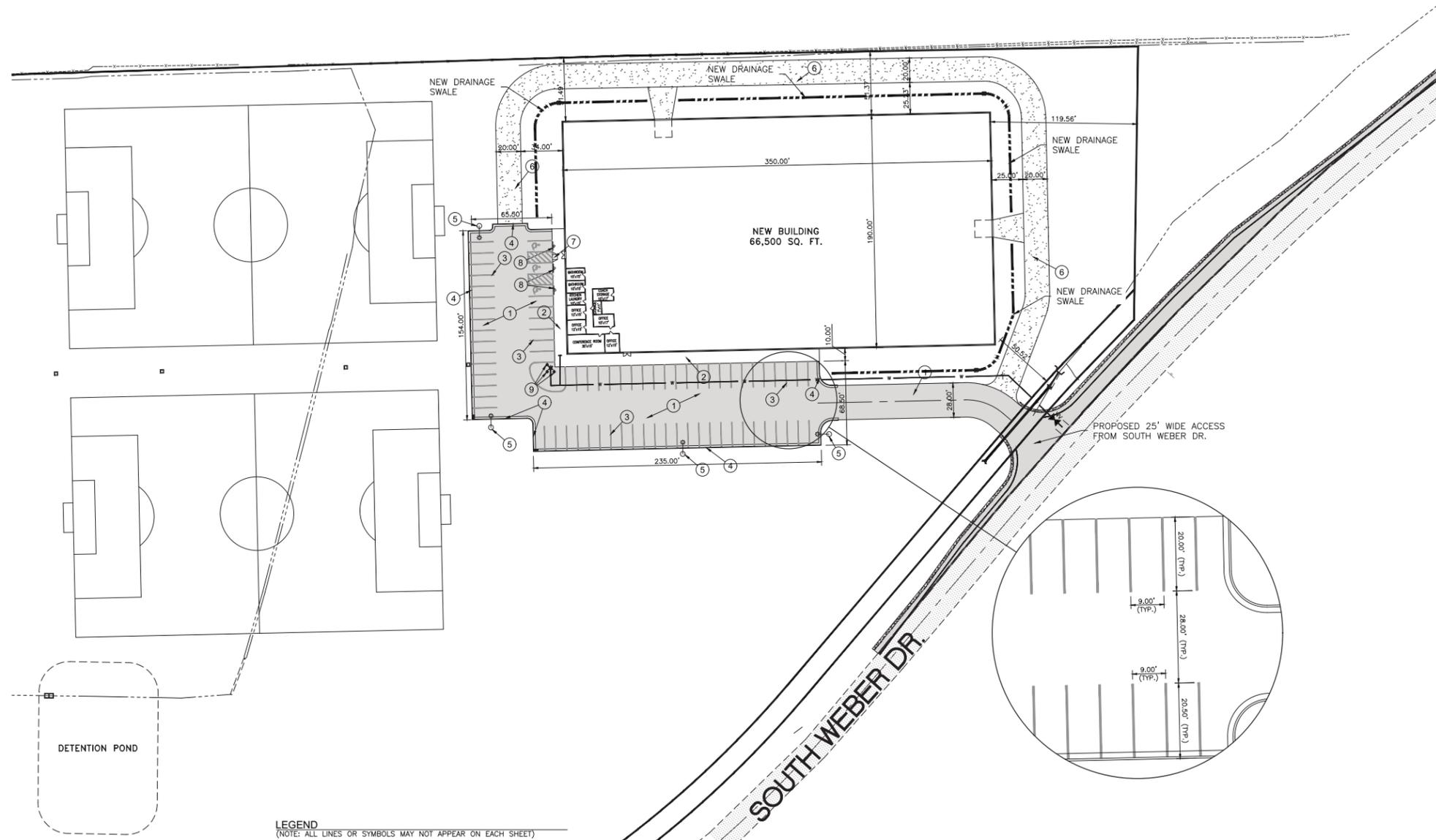


OVERALL SITE PLAN
SOUTH WEBER SOCCER FACILITY
270 NORTH HIGHWAY 126
SOUTH WEBER, DAVIS, UTAH

GARDNER ENGINEERING
CIVIL • LAND PLANNING
MUNICIPAL • LAND SURVEYING
5150 SOUTH 375 EAST OGDEN, UT
OFFICE: 801-476-0202 FAX: 801-476-0066

S1
9

RAYMOND DRIVE



GENERAL NOTES:

1. THE LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES SHOWN OR NOT SHOWN ON THE PLANS.
2. ALL UTILITIES AND STREETS ARE TO BE CONSTRUCTED TO SOUTH WEBER CITY STANDARDS.
3. ALL CULINARY WATER LINE IMPROVEMENTS TO CONFORM TO SOUTH WEBER CITY STANDARDS. 4"-6" MIN. COVER REQUIRED.
4. ALL IRRIGATION IMPROVEMENTS TO CONFORM TO SOUTH WEBER IRRIGATION COMPANY IRRIGATION STANDARDS.
5. ALL INLET GRATES SHALL BE BICYCLE SAFE TYPE COVERS.
6. ALL DIMENSIONS ARE TO TOP BACK OF CURB AND TO THE FACE OF THE BUILDING UNLESS OTHERWISE NOTED.

LEGEND

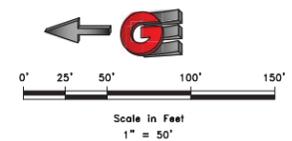
(NOTE: ALL LINES OR SYMBOLS MAY NOT APPEAR ON EACH SHEET)

---	BOUNDARY LINE
---	CENTERLINE
---	EXISTING CONTOUR AND ELEVATION
---	DESIGN CONTOUR AND ELEVATION
---	ASPHALT PAVING
---	PROPOSED LANDSCAPE AREA
---	NEW DRAINAGE SWALE
---	EXISTING SECONDARY WATER
---	EXISTING CULINARY WATER
---	NEW CULINARY WATER
---	EXISTING FIRE HYDRANT
---	NEW FIRE HYDRANT
---	EXISTING WATER VALVE
---	NEW WATER VALVE
---	EXISTING STORM DRAIN
---	NEW STORM DRAIN PIPE
---	NEW CATCH BASIN
---	NEW CURB INLET BOX
---	EXISTING SEWER
---	NEW SANITARY SEWER PIPE
---	NEW SANITARY SEWER MANHOLE
---	EXISTING OVERHEAD POWER
---	EXISTING POWER POLE

SITE PLAN KEY NOTES:

1. PARKING LOT PAVING 3" ASPHALT OVER 9" COMPACTED UNTREATED BASE COURSE (SEE TYPICAL PAVEMENT SECTION ON SHEET DT1)
2. INSTALL THICKENED EDGE SIDEWALK (SEE TYPICAL DETAIL SHEET DT1)
3. TYPICAL PARKING STRIPING TO BE WHITE 4" WIDE
4. INSTALL 24" STANDARD CURB AND GUTTER (SEE TYPICAL DETAIL ON SHEET DT1)
5. INSTALL STREET LIGHTS (SEE TYPICAL DETAIL SHEET DT1)
6. INSTALL GRAVEL ACCESS PATH 3" ROAD BASE OVER 8" COMPACTED GRANULAR BORROW (SEE SECTION ON SHEET DT1)
7. STANDARD ADA ACCESS RAMP (SEE TYPICAL DETAIL SHEET DT1)
8. INSTALL ADA PARKING SIGN (SEE TYPICAL DETAIL SHEET DT1)
9. INSTALL 6"Øx4' HIGH CONCRETE FILLED STEEL PIPE BOLLARDS (SEE TYPICAL DETAIL SHEET DT1)

PRELIMINARY
NOT FOR CONSTRUCTION



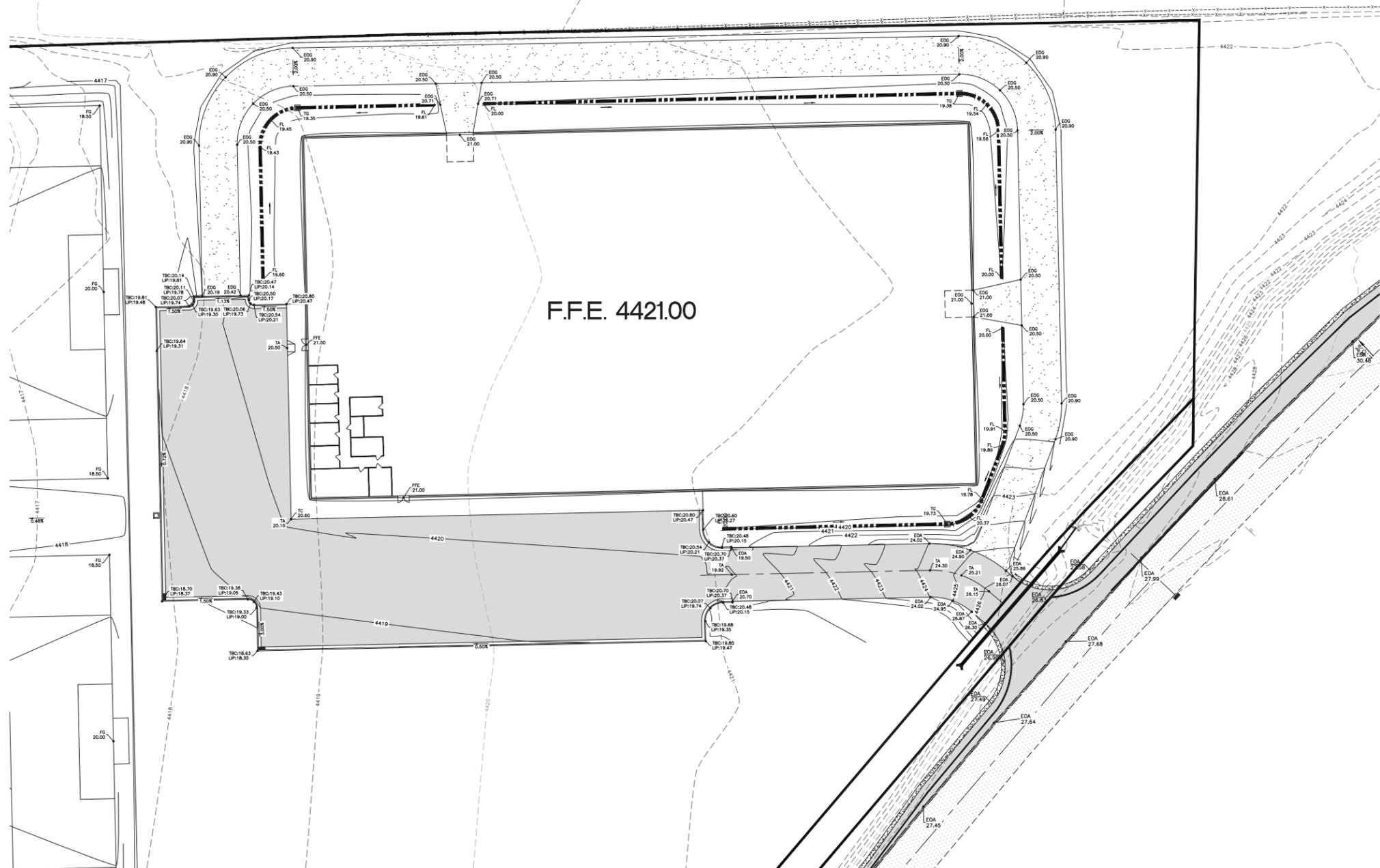
SCALE	1" = 50'
DATE	7/14/2019
DESIGN	TJM
DRAWN	ESD
CHECKED	TJM



ENLARGED SITE PLAN
SOUTH WEBER SOCCER FACILITY
270 NORTH HIGHWAY 126
SOUTH WEBER, DAVIS, UTAH

GARDNER ENGINEERING
CIVIL, LAND PLANNING
MUNICIPAL - LAND SURVEYING
5150 SOUTH 375 EAST OGDEN, UT
OFFICE: 801-476-0202 FAX: 801-476-0066

S2
9



F.F.E. 4421.00

ABBREVIATIONS:

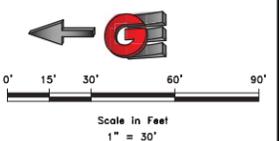
EOA	-	EDGE OF ASPHALT
EOC	-	EDGE OF CONCRETE
EG	-	EDGE OF GRAVEL
ET	-	EDGE OF TURF
FG	-	FINISH GRADE
GB	-	GRADE BREAK
INV	-	INVERT
TA	-	TOP OF ASPHALT
TBC	-	TOP BACK OF CURB
TC	-	TOP OF CONCRETE
TG	-	TOP OF GRATE
TGS	-	TOP OF GRAVEL SURFACE
TW	-	TOP OF WALK

- GENERAL NOTES:**
1. THE LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES SHOWN OR NOT SHOWN ON THE PLANS.
 2. ALL UTILITIES AND STREETS ARE TO BE CONSTRUCTED TO SOUTH WEBER CITY STANDARDS.
 3. ALL CULINARY WATER LINE IMPROVEMENTS TO CONFORM TO SOUTH WEBER CITY WATER STANDARDS. 4"-6" MIN. COVER REQUIRED.
 4. ALL IRRIGATION IMPROVEMENTS TO CONFORM TO SOUTH WEBER IRRIGATION COMPANY IRRIGATION STANDARDS.
 5. ALL INLET GRATES SHALL BE BICYCLE SAFE TYPE COVERS.
 6. ALL DIMENSIONS ARE TO TOP BACK OF CURB AND TO THE FACE OF THE BUILDING UNLESS OTHERWISE NOTED.

LEGEND
(NOTE: ALL LINES OR SYMBOLS MAY NOT APPEAR ON EACH SHEET)

	BOUNDARY LINE
	CENTERLINE
	EXISTING CONTOUR AND ELEVATION
	DESIGN CONTOUR AND ELEVATION
	ASPHALT PAVING
	PROPOSED LANDSCAPE AREA
	NEW DRAINAGE SWALE
	EXISTING SECONDARY WATER
	EXISTING CULINARY WATER
	NEW CULINARY WATER
	EXISTING FIRE HYDRANT
	NEW FIRE HYDRANT
	EXISTING WATER VALVE
	NEW WATER VALVE
	EXISTING STORM DRAIN
	NEW STORM DRAIN PIPE
	NEW CATCH BASIN
	NEW CURB INLET BOX
	EXISTING SEWER
	NEW SANITARY SEWER PIPE
	NEW SANITARY SEWER MANHOLE
	EXISTING OVERHEAD POWER
	EXISTING POWER POLE

PRELIMINARY
NOT FOR CONSTRUCTION



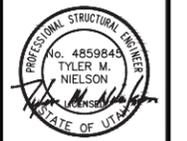
SCALE: 1/4" = 1' (SEE SHEET 1)

NO. 210	DATE: 7/14/2009
DESIGN: TMM	DRAWN: ESD
CHECKED: TMM	

REVISIONS

DATE	DESCRIPTION

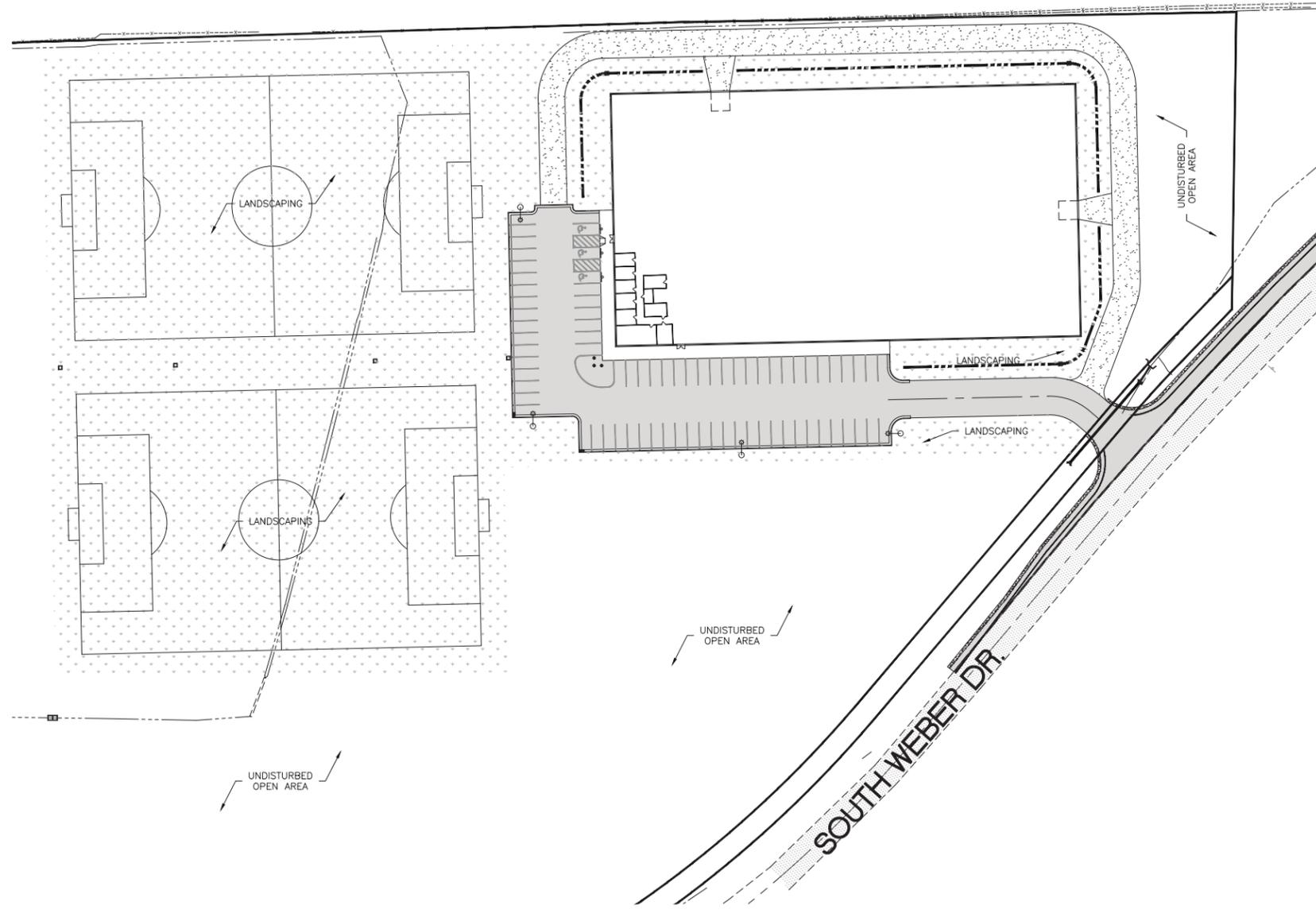
DWG. NO. 10119 - SOUTH WEBER SOCCER FACILITY - 03.DWG



GRADING AND DRAINAGE PLAN
SOUTH WEBER SOCCER FACILITY
270 NORTH HIGHWAY 126
SOUTH WEBER, DAVIS, UTAH

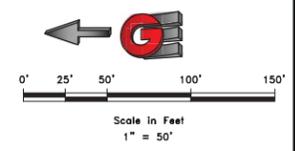
GARDNER ENGINEERING
CIVIL-LAND PLANNING
MUNICIPAL-LAND SURVEYING
5150 SOUTH 375 EAST OGDEN, UT
OFFICE: 801-476-0202 FAX: 801-476-0066

K:\13111 - South Weber Soccer Facility\DWG\10119 - South Weber Soccer Facility.dwg - 03.DWG, 7/14/2009 10:48:18 AM, AutoCAD 2009 General Document.dwg

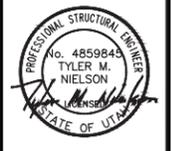


LANDSCAPE AREAS TO BE
TURF SOD OR HYDROSEED

PRELIMINARY
NOT FOR CONSTRUCTION



REVISIONS	
DATE	DESCRIPTION



LANDSCAPE PLAN
SOUTH WEBER SOCCER FACILITY
 270 NORTH HIGHWAY 126
 SOUTH WEBER, DAVIS, UTAH

GARDNER ENGINEERING
 CIVIL • LAND PLANNING
 MUNICIPAL • LAND SURVEYING
 5150 SOUTH 375 EAST OGDEN, UT
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L1
9

SCALE: 1" = 50'
 DATE: 7/14/2019
 DESIGN: TMM
 DRAWN: EBD
 CHECKED: TMM
 DWG: 141119 - SOUTH WEBER SOCCER FACILITY - 03.DWG

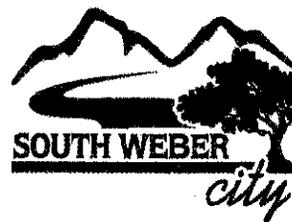
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For Office Use Only

Fees received by: DS Date of submittal: 7/22/16
Amount Paid: 1100 Receipt #: 10-023150

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

PC/CC Meeting Date: Aug. 14, 2016



Final Plan Application

Project/Subdivision Name: OLD MAPLE FARMS - PHASE 1 AND 2
Approx. Location: 475 EAST 6650 WEST
Parcel Number(s): 13-006-0025, 0031 AND Total Acres: 14.168
Current Zone: RM 13-023-0022
Surrounding Land Uses: RESIDENTIAL/AGRICULTURAL
Number of Lots: 27 # Lots Per Acre: 1.91
Phase: 1&2 of 4 PUD: Yes / No

Contact Information

Developer or Agent

Name: MIKE & DIANE FORD
Company Name: FORDS, INC.
Address: P.O. BOX 171228
City/State/Zip: S.L.C.
Phone: 801-589-2325 Fax: _____
Email: m.ford8@me.com

Best Way/Preferred Method of Contact:

Email Phone Fax Mail

Developer's Engineer

Name: J. NATE REEVE, PE
Company: REEVE & ASSOCIATES, INC.
License #: 375328
Address: 5160 S. 1500 W.
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: _____
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____
Email: _____

Final Plan Requirements

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

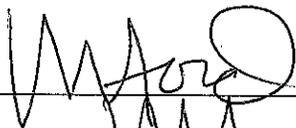
**One full sized (24" x 36"), one reduced (11" x 17"), and one electronic PDF form shall be submitted of the following (the north area to point up or to the left):

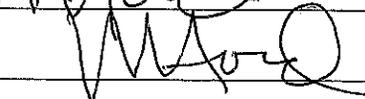
- Format of Final Plat for Recording Required by the County

*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

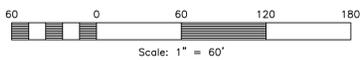
I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete, and accurate to the best of my knowledge. I also certify that I am the owner of the subject property and that the authorized agent noted in this application has my 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:  Date: July 21, 2016

Property Owner's Signature:  Date: _____

Legend

- = SECTION CORNER
- = SET STREET MONUMENT
- = SET 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
- = BOUNDARY LINE
- = ROAD CENTERLINE
- = ADJOINING PROPERTY
- = EASEMENTS
- = FENCE LINE
- = SECTION TIE LINE
- = BUILDABLE AREA
- = PUBLIC UTILITY EASEMENT



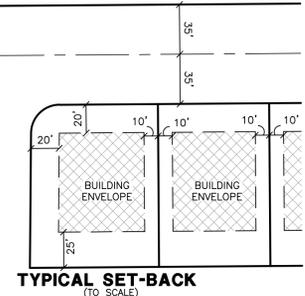
OLD MAPLE FARMS PHASE 1

PART OF SE QUARTER OF SEC. 20 & N.E. QUARTER OF SEC. 29, T.5N., R.1W., S.L.B.&M., U.S. SURVEY
SOUTH WEBER CITY, DAVIS COUNTY, UTAH
JULY, 2016



Boundary Description

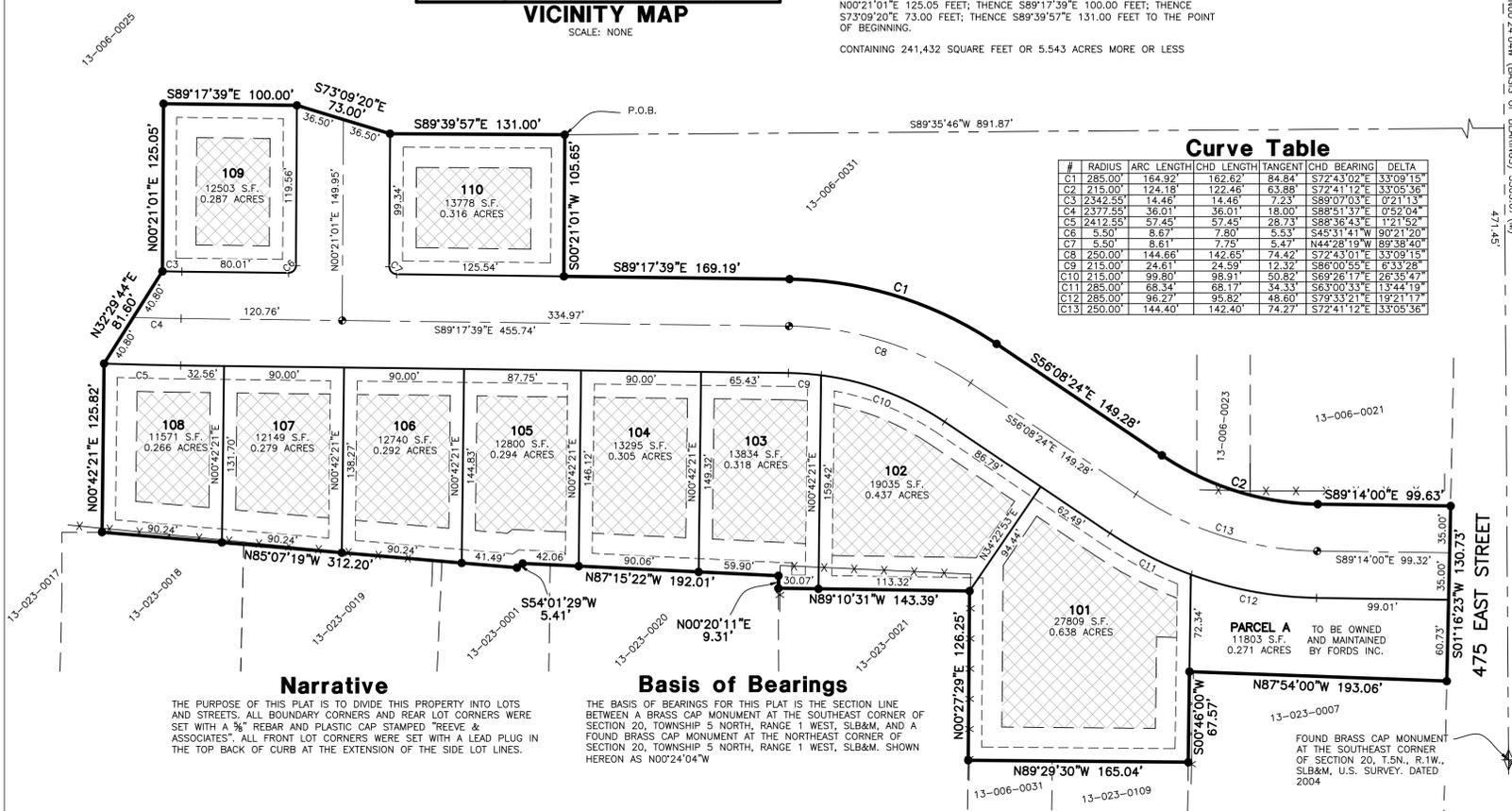
PART OF THE SOUTHEAST QUARTER OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT, SAID POINT BEING N00°24'04"W ALONG THE EAST LINE OF SAID SECTION 20 471.45 FEET, AND S89°35'46"W 891.87 FEET FROM A FOUND BRASS CAP MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE S00°21'01"W 105.65 FEET; THENCE S89°17'39"E 169.19 FEET; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 164.92 FEET, A RADIUS OF 285.00 FEET, A CHORD BEARING OF S72°41'12"E, AND A CHORD LENGTH OF 162.62 FEET; THENCE S56°08'24"E 149.28 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 124.18 FEET, A RADIUS OF 215.00 FEET, A CHORD BEARING OF S72°41'12"E, AND A CHORD LENGTH OF 122.46 FEET; THENCE S89°14'00"E 99.63 FEET; THENCE S01°16'23"W 130.73 FEET; THENCE N87°54'00"W 193.06 FEET; THENCE S00°46'00"W 67.57 FEET; THENCE N89°29'30"W 165.04 FEET; THENCE N00°27'29"E 126.25 FEET; THENCE N89°10'31"W 143.39 FEET; THENCE N00°20'11"E 9.31 FEET; THENCE N87°52'29"W 192.01 FEET; THENCE S54°01'29"W 5.41 FEET; THENCE N85°07'19"W 312.20 FEET; THENCE N00°42'21"E 125.82 FEET; THENCE N32°29'44"E 81.60 FEET; THENCE N00°21'01"E 125.05 FEET; THENCE S89°17'39"E 100.00 FEET; THENCE S73°09'20"E 73.00 FEET; THENCE S89°39'57"E 131.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 241,432 SQUARE FEET OR 5.543 ACRES MORE OR LESS



TYPICAL SET-BACK (TO SCALE)

FOUND BRASS CAP MONUMENT AT THE NORTHEAST CORNER OF SECTION 20, T.5N., R.1W., S.L.B.&M., U.S. SURVEY, DATED 2004

Reeve & Associates, Inc. - Solutions You Can Build On



Narrative
THE PURPOSE OF THIS PLAT IS TO DIVIDE THIS PROPERTY INTO LOTS AND STREETS. ALL BOUNDARY CORNERS AND REAR LOT CORNERS WERE SET WITH A 3/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES". ALL FRONT LOT CORNERS WERE SET WITH A LEAD PLUG IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.

Basis of Bearings
THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION LINE BETWEEN A BRASS CAP MONUMENT AT THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 1 WEST, S.L.B.&M., AND A FOUND BRASS CAP MONUMENT AT THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 1 WEST, S.L.B.&M. SHOWN HEREON AS N00°24'04"W

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

Developer Info.
FORDS INC.
PO BOX 171228
SLC, UTAH
84117

PROJECT INFORMATION
Surveyor: T. HATCH
Designer: D. CAVE
Begin Date: 5-9-2016
Project Name: OLD MAPLE FARMS PHASE 1
Number: 6597-02
Scale: 1"=60'
Revision:
Checked:



DAVIS COUNTY RECORDER
ENTRY NO. _____ FEE PAID _____
AND RECORDED, _____ AT _____ 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 SECTIONS 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF OLD MAPLE FARMS PHASE 1 IN SOUTH WEBER, 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, DAVIS COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.
SIGNED THIS _____ DAY OF _____, 20____
9031945
UTAH LICENSE NUMBER TREVOR J. HATCH
PROFESSIONAL LAND SURVEYOR
9031945
TREVOR J. HATCH
STATE OF UTAH

OWNERS DEDICATION AND CERTIFICATION
WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT OLD MAPLE FARMS PHASE 1, AND DO HEREBY DEDICATE TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PUBLIC UTILITY, STORM WATER DETENTION PONDS, DRAINAGE EASEMENTS AND CANAL MAINTENANCE EASEMENT, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, STORM DRAINAGE FACILITIES, IRRIGATION CANALS OR FOR THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE, WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERRECTED WITHIN SUCH EASEMENTS.
SIGNED THIS _____ DAY OF _____, 20____

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

Legend

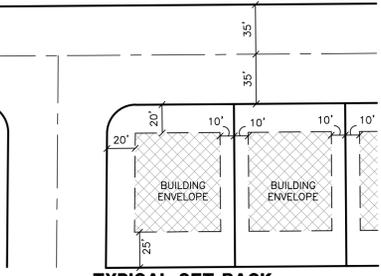
- = BOUNDARY LINE
- = ROAD CENTERLINE
- = ADJOINING PROPERTY
- = EASEMENTS
- = SECTION TIE LINE
- = FENCE LINE
- = BUILDABLE AREA
- = PUBLIC UTILITY EASEMENT

OLD MAPLE FARMS PHASE 2

PART OF SE QUARTER OF SEC. 20 & N.E. QUARTER OF SEC. 29, T.5N., R.1W., S.L.B.&M., U.S. SURVEY
SOUTH WEBER CITY, DAVIS COUNTY, UTAH
JULY, 2016

Curve Table

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	2412.55	90.09	90.08	45.05	N85°51'36" W	2'08"22"
C2	2412.55	55.03	55.03	27.52	N85°08'13" W	1'18"25"
C3	2377.55	163.62	163.59	81.84	N86°27'18" W	3'56"35"
C4	2342.55	98.54	98.53	49.28	N87°44'08" W	2'23"38"
C5	2342.55	83.70	83.69	41.85	N85°30'25" W	2'02"50"
C6	5.50	9.05	8.06	5.93	S48°02'01" W	94°18'14"
C7	235.00	65.33	65.12	32.88	S08°50'44" W	1'55"41"
C8	235.00	98.93	98.20	50.21	S28°52'11" W	24°07'12"
C9	235.00	8.43	8.43	4.22	S41°57'27" W	2'03"19"
C10	165.00	123.04	120.21	64.54	S21°37'18" W	42°43'36"
C11	200.00	148.97	143.68	76.98	S21°56'00" W	42°06'12"
C12	200.00	148.14	145.71	76.23	S21°37'18" W	42°43'36"
C13	235.00	175.24	171.21	91.92	N21°37'18" E	42°43'36"
C14	165.00	54.21	53.96	27.35	N33°34'25" E	18°49'23"
C15	165.00	67.04	66.58	33.99	N12°31'18" E	23°16'49"
C16	5.50	8.62	7.76	5.48	N44°00'03" W	89°45'54"
C17	5.50	8.66	7.79	5.52	N45°59'57" E	90°14'06"
C18	5.50	8.64	7.78	5.50	S44°07'06" E	90°00'00"
C19	20.00	16.26	15.81	8.61	N87°35'42" E	48°34'03"
C20	60.00	74.84	70.08	43.17	N80°02'57" E	71°28'13"
C21	60.00	72.05	67.80	41.08	S29°48'52" E	68°48'07"
C22	60.00	67.50	64.00	37.83	S36°48'55" E	64°27'28"
C23	60.00	71.63	67.45	40.78	N78°45'12" W	68°54'18"
C24	20.00	16.26	15.81	8.61	N65°50'05" W	46°34'03"
C25	5.50	8.64	7.78	5.50	S45°52'54" W	90°00'00"
C26	5.50	8.19	7.48	5.07	S41°48'03" E	89°21'54"
C27	500.00	38.40	38.39	19.21	S86°41'00" E	4°24'00"



Basis of Bearings

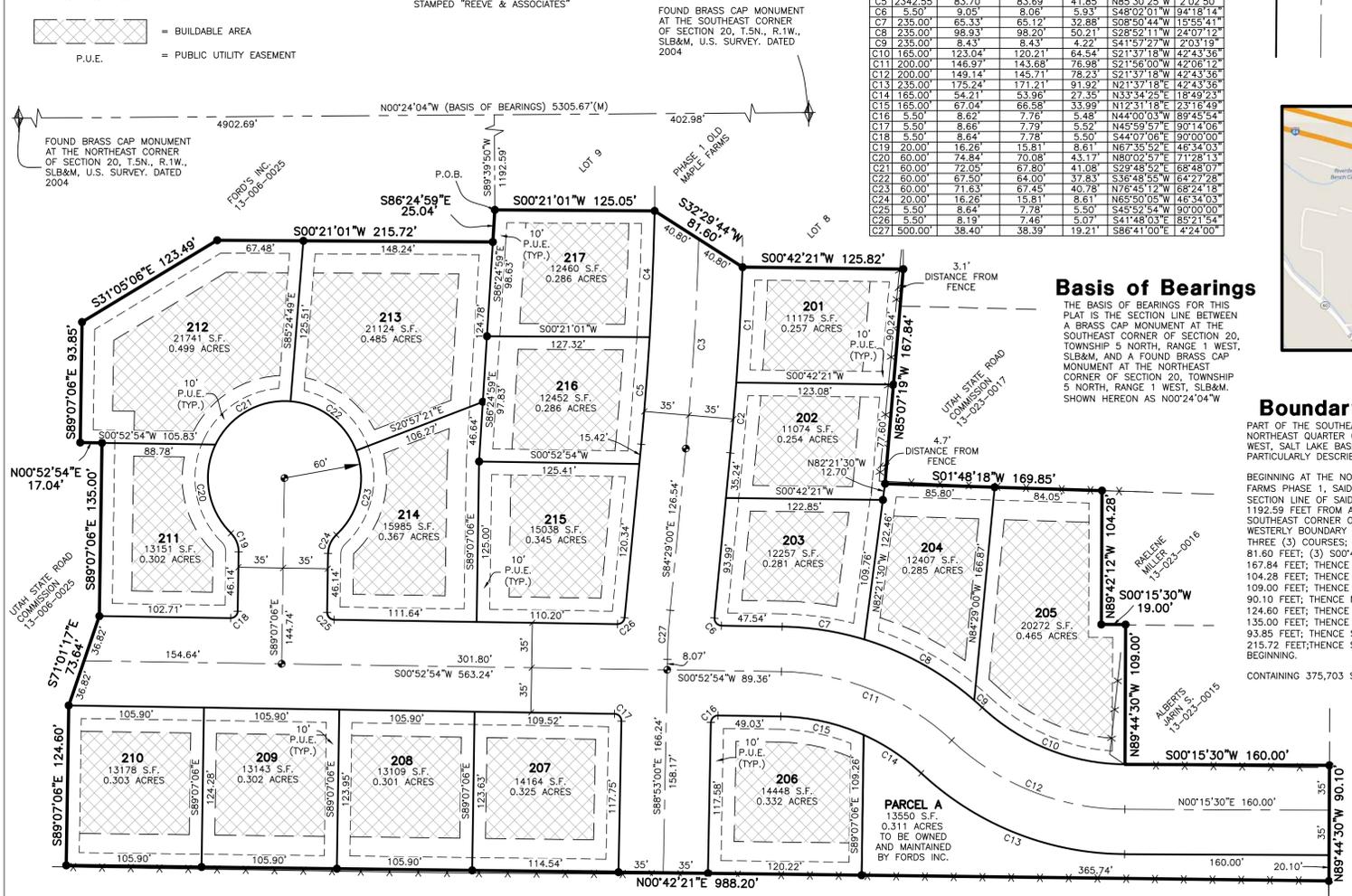
THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION LINE BETWEEN A BRASS CAP MONUMENT AT THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 1 WEST, S.L.B.&M. AND A FOUND BRASS CAP MONUMENT AT THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 1 WEST, S.L.B.&M. SHOWN HEREON AS N00°24'04" W.

Boundary Description

PART OF THE SOUTHEAST QUARTER OF SECTION 20 AND 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 THE NORTHWEST CORNER OF LOT 9, OF OLD MAPLE FARMS PHASE 1, SAID POINT BEING N00°24'04" W ALONG THE EAST SECTION LINE OF SAID SECTION 20, 402.98 FEET AND S89°39'50" W 1192.59 FEET FROM A FOUND BRASS CAP MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE ALONG THE WESTERLY BOUNDARY LINE OF OLD MAPLE FARMS THE FOLLOWING THREE (3) COURSES; (1) S00°21'01" W 125.05 FEET; (2) S32°29'44" W 167.84 FEET; THENCE S01°48'18" W 169.85 FEET; THENCE N89°42'12" W 104.28 FEET; THENCE S00°15'30" W 160.00 FEET; THENCE N89°44'30" W 109.10 FEET; THENCE S00°15'30" W 160.00 FEET; THENCE N89°44'30" W 90.10 FEET; THENCE N00°42'21" W 98.20 FEET; THENCE S89°07'06" E 124.60 FEET; THENCE S71°01'17" E 73.64 FEET; THENCE S89°07'06" E 135.00 FEET; THENCE N00°52'54" E 17.04 FEET; THENCE S89°07'06" E 93.85 FEET; THENCE S31°05'06" E 123.49 FEET; THENCE S00°21'01" W 215.72 FEET; THENCE S86°24'59" E 25.04 FEET TO THE POINT OF BEGINNING.
CONTAINING 375,703 SQUARE FEET OR 8.625 ACRES MORE OR LESS

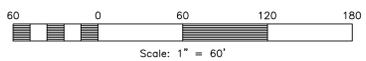
Narrative

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE SUBJECT PROPERTY INTO LOTS AND STREETS, AS SHOWN HEREON. THE BOUNDARY WAS DETERMINED ON THE SOUTH BY DEED. THE DEEDS FOR THE SUBJECT PARCEL AND THE PARCELS SOUTH HAVE AN OVERLAP BY RECORD. THE SOUTHERLY DEEDS WERE SHIFTED TO MATCH THE DEED LOCATION OF THE SUBJECT PARCEL, WHICH CLOSELY MATCHES OCCUPATION. THE WEST LINE IS BY DEED, WHICH MATCHES CLOSELY WITH OCCUPATION. THE EASTERLY AND NORTHERLY LINES MATCH PHASE 1.



Developer Info.

FORDS INC.
PO BOX 171228
SLC, UTAH
84117



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

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 _____ DAY OF _____, 20____ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

SOUTH WEBER CITY MAYOR CITY RECORDER

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

SOUTH WEBER CITY ATTORNEY

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 SECTIONS 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF OLD MAPLE FARMS PHASE 2 IN SOUTH WEBER, 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, DAVIS COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20____.
9031945
UTAH LICENSE NUMBER TREVOR J. HATCH
PROFESSIONAL LAND SURVEYOR
STATE OF UTAH

OWNERS DEDICATION AND CERTIFICATION
WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT OLD MAPLE FARMS PHASE 2, AND DO HEREBY DEDICATE TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PUBLIC UTILITY, STORM WATER DETENTION PONDS, DRAINAGE EASEMENTS AND CANAL MAINTENANCE EASEMENT, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, STORM DRAINAGE FACILITIES, IRRIGATION CANALS OR FOR THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE, WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS.

SIGNED THIS _____ DAY OF _____, 20____.

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

PROJECT INFORMATION
Surveyor: T. HATCH Project Name: OLD MAPLE FARMS PHASE 2
Designer: D. CAVE Number: 6597-02
Begin Date: 6-13-2016 Scale: 1"=60'
Checked: _____ Revision: _____

DAVIS COUNTY RECORDER
ENTRY NO. _____ FEE PAID _____
FILED FOR RECORD
AND RECORDED, _____ AT _____ IN BOOK _____ OF THE OFFICIAL RECORDS, PAGE _____
RECORDED FOR: _____
DAVIS COUNTY RECORDER

DEPUTY.

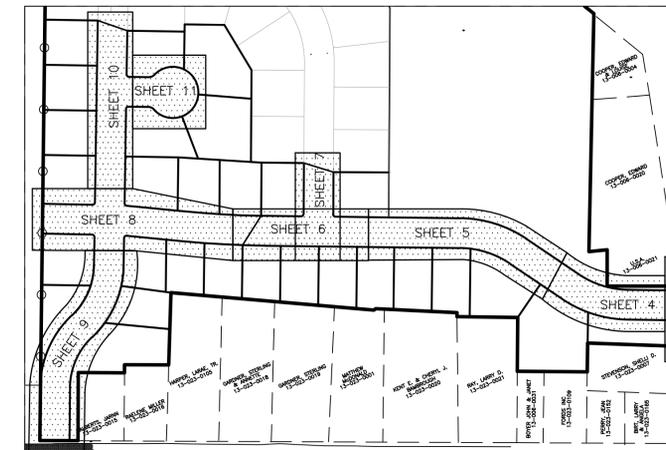


Old Maple Farms Subdivision Phases 1 & 2 Improvement Plans

WEST WEBER CITY, WEBER COUNTY, UTAH
JUNE, 2016



Vicinity Map
NOT TO SCALE



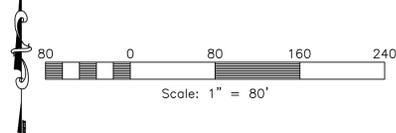
Sheet Index Key Map
NOT TO SCALE

Sheet Index

- Sheet 1 - Cover/Index Sheet
- Sheet 2 - Notes/Legend/Street Cross-Section
- Sheet 3 - 475 East Street 5+00.00-8+00.00
- Sheet 4 - A Street 17+50.00-21+50.00
- Sheet 5 - A Street 14+00.00-17+50.00
- Sheet 6 - A Street 9+50.00-13+50.00
- Sheet 7 - D Street 15+00.00-17+50.00
- Sheet 8 - A Street 5+00.00-9+50.00
- Sheet 9 - B Street 10+00.00-5+00.00
- Sheet 10 - B Street 15+50.00-10+00.00
- Sheet 11 - D Street 5+00.00-7+00.00
- Sheet 12 - Outfall Exhibit
- Sheet 13 - Sewer Outfall Exhibit
- Sheet 14 - Outfall Exhibit
- Sheet 15 - Outfall Exhibit
- Sheet 16 - Grading & Drainage Plan
- Sheet 17 - Overall Utility Plan
- Sheet 18 - Storm Water Pollution Prevention Plan Exhibit
- Sheet 19 - Storm Water Pollution Prevention Plan Details
- Sheet 20 - 6650 South Street Widening Exhibit



6650 SOUTH STREET



Engineer's Notice To Contractors
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY OTHERS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN, AND ANY OTHER LINES OBTAINED BY THE CONTRACTOR'S RESEARCH, AND OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

Developer Contact:
Mike & Diane Ford
Fords Inc.
1131 E. 7450 S.
South Weber, Ut. 84405
PH: (801) 589-2325

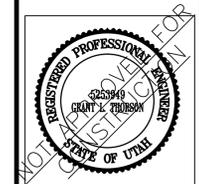
Blue Stakes Location Center
Call: Toll Free
1-800-662-4111
Two Working Days Before You Dig

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST RIVERDALE, UTAH 84405
TEL: (801) 581-3100 FAX: (801) 581-2666 www.reeve-assoc.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS	DESCRIPTION
DATE	

**Old Maple Farms Subdivision
Phases 1 & 2**
SOUTH WEBER CITY, WEBER COUNTY, UTAH

Cover/Index Sheet



Project Info.

Engineer:	GRANT L. THORSON
Drafter:	C. KINGSLEY
Begin Date:	JUNE, 2016
Name:	OLD MAPLE FARMS SUBDIVISION PHASES 1 & 2
Number:	6597-02

Sheet	20
1	Sheets

1/4/2016 1:45:57 Mike & Diane Ford\GIS\2-Wynn_Properties_So_Weber\Improvements\Old Maple Farms Imp_recover.dwg

General Notes:

- ALL CONSTRUCTION MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY: GOVERNING UTILITY MUNICIPALITY, GOVERNING CITY OR COUNTY (IF UNINCORPORATED), INDIVIDUAL PRODUCT MANUFACTURERS, AMERICAN PUBLIC WORKS ASSOCIATION (APWA), AND THE DESIGN ENGINEER. THE ORDER LISTED ABOVE IS ARRANGED BY SENIORITY. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION.
- CONTRACTOR TO STRICTLY FOLLOW GEOTECHNICAL RECOMMENDATIONS FOR THIS PROJECT. ALL GRADING INCLUDING LIMITED TO CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATION/BACKFILL, SITE GRUBBING, RETAINING WALLS AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH THE PROJECT GEOTECHNICAL ENGINEER.
- TRAFFIC CONTROL, STRIPING & SIGNAGE TO CONFORM TO CURRENT GOVERNING AGENCIES TRANSPORTATION ENGINEER'S MANUAL AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
- CONSULT ALL OF THE DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.
- AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAWCUT TO A CLEAN, SMOOTH EDGE.
- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY GUIDELINES.
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.
- ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE CITY, COUNTY OR STATE AGENCY CONTROLLING THE ROAD, INCLUDING OBTAINING REQUIRED INSPECTIONS.
- ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES.
- CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS BEFOREHAND.
- SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH BY THE GEOTECHNICAL ENGINEER.
- CATCH SLOPES SHALL BE GRADED AS SPECIFIED ON GRADING PLANS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FLAGGING, CAUTION SIGNS, LIGHTS, BARRICADES, FLAGMEN, AND ALL OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.
- CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE WHERE THE PROJECT IS LOCATED AND SHALL BE BONDABLE FOR AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT BID AND TO DO THE TYPE OF WORK CONTEMPLATED IN THE PLANS AND SPECIFICATIONS. CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PLANS AND SPECIFICATIONS.
- CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY HIMSELF BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS HE MAY PREFER OF THE LOCATIONS OF THE PROPOSED WORK AND OF THE ACTUAL CONDITIONS OF AND AT THE SITE OF WORK. IF, DURING THE COURSE OF HIS EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS WHICH APPEAR TO HIM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, HE SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING HIS BID. SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, HE HAS RELIED AND IS RELYING ON HIS OWN EXAMINATION OF (1) THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON HIS OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT. THE INFORMATION PROVIDED BY THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO, THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT HE HAS NOT RELIED SOLELY UPON OWNER- OR ENGINEER-FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING HIS BID.
- CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.
- CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER, ENGINEER, AND/OR GOVERNING AGENCIES.
- CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, CONTROL POINTS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY THEIR UNNECESSARY LOSS OR DISTURBANCE.
- CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL TESTING AND INSPECTION SHALL BE PAID FOR BY THE OWNER; ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
- IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.
- WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.
- CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE AS-BUILT RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES, AS-BUILT RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED, WHERE NECESSARY. SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER ONE SET OF NEATLY MARKED AS-BUILT RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS-BUILT RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.
- WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE HIGHEST QUALITY ARE TO BE USED.
- CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PROJECT PLANS AND SPECIFICATIONS. THEREFORE, THE OWNER IS RELYING UPON THE EXPERIENCE AND EXPERTISE OF THE CONTRACTOR. PRICES PROVIDED WITHIN THE CONTRACT DOCUMENTS SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THE TRUE INTENT AND PURPOSE OF THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE AND HAVE SPECIAL SKILLS IN THE NATURE, EXTENT AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED. CONTRACTOR SHALL ALSO ACKNOWLEDGE THAT THERE ARE CERTAIN PECULIAR AND INHERENT CONDITIONS EXISTENT IN THE CONSTRUCTION OF THE PARTICULAR FACILITIES WHICH MAY CREATE, DURING THE CONSTRUCTION PROGRAM, UNUSUAL OR UNSAFE CONDITIONS HAZARDOUS TO PERSONS, PROPERTY AND THE ENVIRONMENT. CONTRACTOR SHALL BE AWARE OF SUCH PECULIAR RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH RESPECT TO SUCH HAZARDS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL STRIPING AND/OR PAVEMENT MARKINGS NECESSARY TO THE EXISTING STRIPING INTO FUTURE STRIPING. METHOD OF REMOVAL SHALL BE BY GRINDING OR SANDBLASTING.
- CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SLOPING OR OTHER PROVISIONS NECESSARY TO PROTECT WORKMEN FOR ALL AREAS TO BE EXCAVATED TO A DEPTH OF 4 FEET OR MORE. FOR EXCAVATIONS 4 FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL COMPLY WITH LOCAL, STATE AND NATIONAL SAFETY CODES, ORDINANCES, OR REQUIREMENTS FOR EXCAVATION AND TRENCHES.
- ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE

Utility Notes:

- CONTRACTOR SHALL COORDINATE LOCATION OF NEW "DRY UTILITIES" WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE SERVICE, GAS SERVICE, CABLE, POWER, INTERNET.
- EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS USING A COMBINATION OF ON-SITE SURVEYS (BY OTHERS), PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE IN THE FIELD, THEIR MAIN AND SERVICE LINES 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.
- CONTRACTOR SHALL POT HOLE ALL UTILITIES TO DETERMINE IF CONFLICTS EXIST PRIOR TO BEGINNING ANY EXCAVATION. NOTIFY ENGINEER OF ANY CONFLICTS. CONTRACTOR SHALL VERIFY LOCATION AND INVERTS OF EXISTING UTILITIES TO WHICH NEW UTILITIES WILL BE CONNECTED. PRIOR TO COMMENCING ANY EXCAVATION WORK THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN ACCORDANCE WITH THE REQUIRED PROCEDURES.
- CARE SHOULD BE TAKEN IN ALL EXCAVATIONS DUE TO POSSIBLE EXISTENCE OF UNRECORDED UTILITY LINES. EXCAVATION REQUIRED WITHIN PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT HIS EXPENSE.
- ALL VALVES AND MANHOLE COVERS SHALL BE RAISED OR LOWERED TO MEET FINISHED GRADE.
- CONTRACTOR SHALL CUT PIPES OFF FLUSH WITH THE INSIDE WALL OF THE BOX OR MANHOLE.
- CONTRACTOR SHALL GROUT AT CONNECTION OF PIPE TO BOX WITH NON-SHRINKING GROUT, INCLUDING FIVE VOIDS LEFT BY CUTTING PROCESS, TO A SMOOTH FINISH.
- CONTRACTOR SHALL GROUT WITH NON-SHRINKING GROUT BETWEEN GRADE RINGS AND BETWEEN BOTTOM OF INLET LID FRAME AND TOP OF CONCRETE BOX.
- SILT AND DEBRIS IS TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION.
- CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET GRATES TO ALLOW ACCESS.
- EACH TRENCH SHALL BE EXCAVATED SO THAT THE PIPE CAN BE LAID TO THE ALIGNMENT AND GRADE AS REQUIRED. THE TRENCH WALL SHALL BE SO BRACED THAT THE WORKMEN MAY WORK SAFELY AND EASILY. ALL TRENCHES SHALL BE DRAINED SO THE PIPE LAYING MAY TAKE PLACE IN DE-WATERED CONDITIONS.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.
- MAINTAIN A MINIMUM 18" VERTICAL SEPARATION DISTANCE BETWEEN ALL UTILITY CROSSINGS.
- CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.
- ALL BOLTED FITTINGS MUST BE GREASED AND WRAPPED.
- UNLESS SPECIFICALLY NOTED OTHERWISE, MAINTAIN AT LEAST 2 FEET OF COVER OVER ALL STORM DRAIN LINES AT ALL TIMES (INCLUDING DURING CONSTRUCTION).
- ALL WATER LINES SHALL BE INSTALLED A MINIMUM OF 60" BELOW FINISHED GRADE.
- ALL SEWER LINES AND SEWER SERVICES SHALL HAVE A MINIMUM SEPARATION OF 10 FEET, PIPE EDGE TO PIPE EDGE, FROM THE WATER LINES. IF A 10 FOOT SEPARATION CAN NOT BE MAINTAINED, THE SEWER LINE AND WATER LINE SHALL BE LAID IN SEPARATE TRENCHES AND THE BOTTOM OF THE WATER LINE SHALL BE AT LEAST 18" ABOVE THE TOP OF THE SEWER LINE.
- CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.
- ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK AND STREET PAVING.
- CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE.

Erosion Control General Notes:

THE CONTRACTOR TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO GOVERNING AGENCIES ORDINANCES AND ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE COUNTIES. ALSO, INSPECTORS WILL HAVE THE RIGHT TO CHANGE THE FACILITIES AS NEEDED.

CONTRACTOR SHALL KEEP THE SITE WATERED TO CONTROL DUST. CONTRACTOR TO LOCATE A NEARBY HYDRANT FOR USE AND TO INSTALL TEMPORARY METER. CONSTRUCTION WATER COST TO BE INCLUDED IN BID.

WHEN GRADING OPERATIONS ARE COMPLETED AND THE DISTURBED GROUND IS LEFT OPEN FOR 14 DAYS OR MORE, THE AREA SHALL BE FURROWED PARALLEL TO THE CONTOURS.

THE CONTRACTOR SHALL MODIFY EROSION CONTROL MEASURES TO ACCOMMODATE PROJECT PLANNING.

ALL ACCESS TO PROPERTY WILL BE FROM PUBLIC RIGHT-OF-WAYS. THE CONTRACTOR IS REQUIRED BY STATE AND FEDERAL REGULATIONS TO PREPARE A STORM WATER POLLUTION PREVENTION PLAN AND FILE A "NOTICE OF INTENT" WITH THE GOVERNING AGENCIES.

Maintenance:

ALL BEST MANAGEMENT PRACTICES (BMP'S) SHOWN ON THIS PLAN MUST BE MAINTAINED AT ALL TIMES UNTIL PROJECT CLOSE-OUT.

THE CONTRACTOR'S RESPONSIBILITY SHALL INCLUDE MAKING BI-WEEKLY CHECKS ON ALL EROSION CONTROL MEASURES TO DETERMINE IF REPAIR OR SEDIMENT REMOVAL IS NECESSARY. CHECKS SHALL BE DOCUMENTED AND COPIES OF THE INSPECTIONS KEPT ON SITE.

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF BARRIER.

SEDIMENT TRACKED ONTO PAVED ROADS MUST BE CLEANED UP AS SOON AS PRACTICAL, BUT IN NO CASE LATER THAN THE END OF THE NORMAL WORK DAY. THE CLEAN UP WILL INCLUDE SWEEPING OF THE TRACKED MATERIAL, PICKING IT UP, AND DEPOSITING IT TO A CONTAINED AREA.

EXPOSED SLOPES:

- ANY EXPOSED SLOPE THAT WILL REMAIN UNTOUCHED FOR LONGER THAN 14 DAYS MUST BE STABILIZED BY ONE OR MORE OF THE FOLLOWING METHODS:
- Spraying DISTURBED AREAS WITH A TACKIFIER VIA HYDROSEED
 - TRACKING STRAW PERPENDICULAR TO SLOPES
 - INSTALLING A LIGHT-WEIGHT, TEMPORARY EROSION CONTROL BLANKET

Legend

—W— = PROPOSED CULINARY WATER LINE	FC = FENCE CORNER
—EX-W— = EXISTING CULINARY WATER LINE	FF = FINISH FLOOR
—SS— = PROPOSED SANITARY SEWER LINE	FFE = FINISH FLOOR ELEVATION
—EX-SS— = EXISTING SANITARY SEWER LINE	FG = FINISHED GRADE
—SD— = PROPOSED STORM DRAIN LINE	FH = FIRE HYDRANT
—EX-SD— = EXISTING STORM DRAIN LINE	FL = FLOW LINE
—X—X— = FENCE LINE	GB = GRADE BREAK
● = PROPOSED FIRE HYDRANT	INV = INVERT
○ = EXISTING FIRE HYDRANT	L.F. = LINEAR FEET
● = PROPOSED MANHOLE	NG = NATURAL GRADE
○ = EXISTING MANHOLE	PP = POWER/UTILITY POLE
● = PROPOSED SEWER CLEAN-OUT	P.U.E. = PUBLIC UTILITY BASEMENT
X = PROPOSED GATE VALVE	RCP = REINFORCED CONCRETE PIPE
X = EXISTING GATE VALVE	RIM = RIM OF MANHOLE
■ = PROPOSED WATER METER	R.O.W. = RIGHT-OF-WAY
■ = EXISTING WATER METER	SD = STORM DRAIN
■ = PROPOSED CATCH BASIN	SS = SANITARY SEWER
■ = EXISTING CATCH BASIN	TBC = TOP BACK OF CURB
■ = PLUG W/ 2' BLOW-OFF	TOA = TOP OF ASPHALT
■ = PLUG & BLOCK	TOC = TOP OF CONCRETE
○ = STREET LIGHT	TOFF = TOP OF FINISHED FLOOR
■ = SIGN	TOI = TOP OF PUMP ISLAND
BLDG = BUILDING	TSW = TOP OF SIDEWALK
C&G = CURB & GUTTER	W = CULINARY WATER
CB = CATCH BASIN	WM = WATER METER
C.F. = CUBIC FEET	[Pattern] = EXISTING ASPHALT PAVEMENT
C.F.S. = CUBIC FEET PER SECOND	[Pattern] = PROPOSED ASPHALT PAVEMENT
	[Pattern] = PROPOSED CONCRETE
	[Pattern] = PROPOSED CONCRETE PAVING OR ALTERNATE BID PAVING

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REVISIONS	DESCRIPTION
DATE	

Old Maple Farms Subdivision
Phases 1 & 2
 SOUTH WEBER CITY, WEBER COUNTY, UTAH

**Notes/Legend/
 Street Cross-Section**

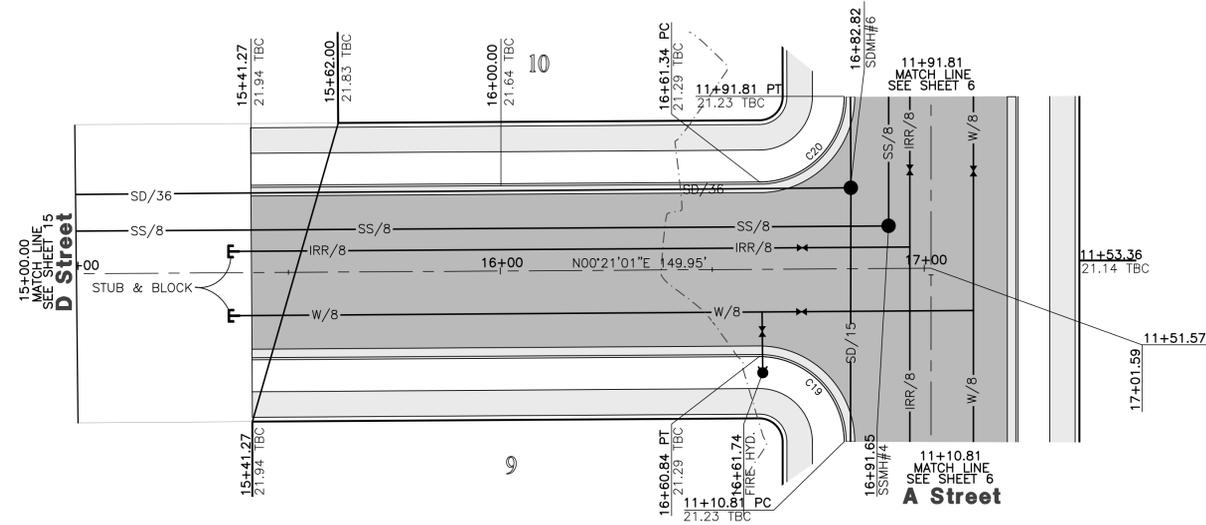
Project Info.

Engineer: GRANT L. THORSON
 Drafter: C. KINGSLEY
 Begin Date: JUNE, 2016
 Name: OLD MAPLE FARMS
 SUBDIVISION
 PHASES 1 & 2
 Number: 6597-02

Sheet	20
2	Sheets

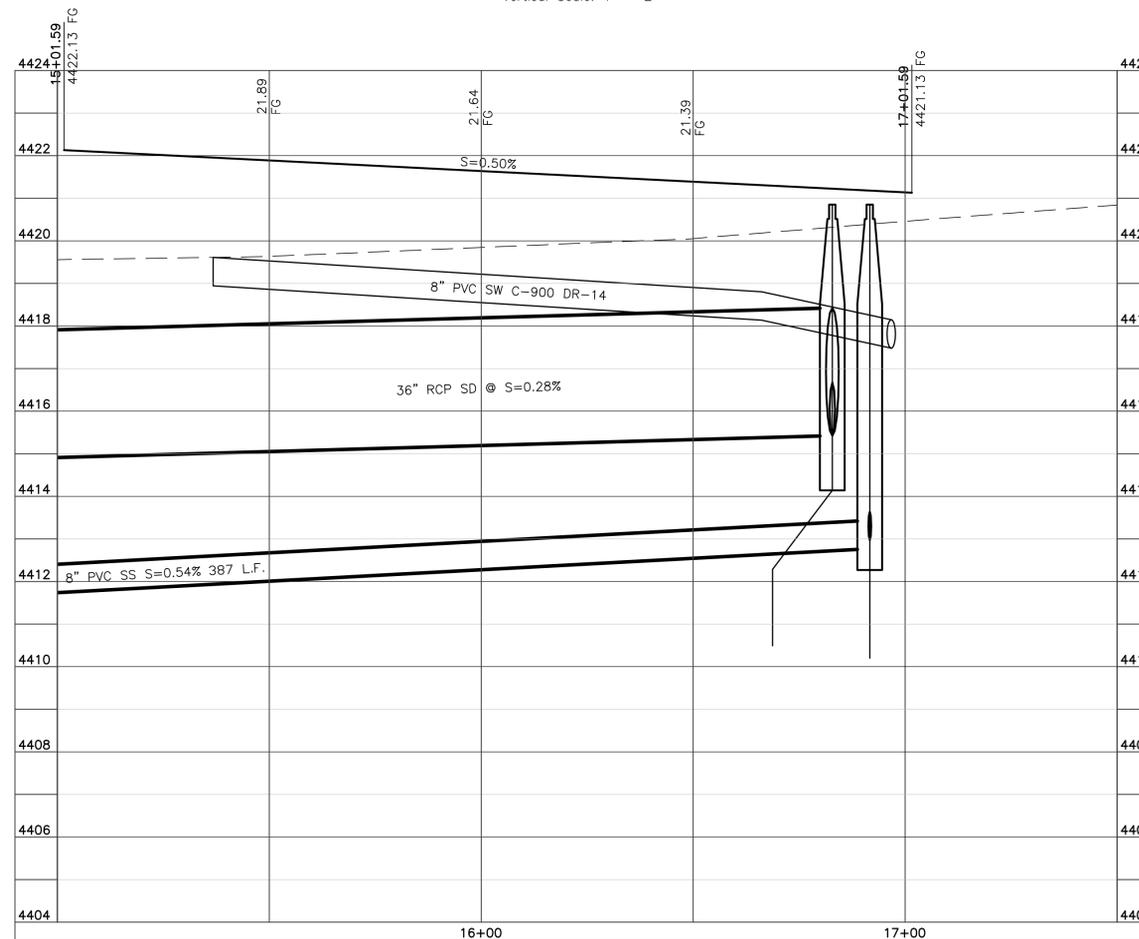
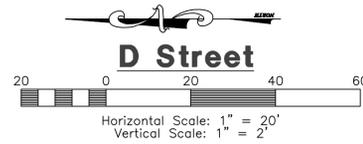
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Key Map



TBC Curve Data

#	Delta	Radius	Length	Tangent	Chord	CH Length
C19	90°21'20"	20.00'	31.54'	20.12'	N45°31'41"E	28.37'
C20	89°38'40"	20.00'	31.29'	19.88'	S44°28'19"E	28.20'



Construction Notes:

- 1) ALL CONSTRUCTION IS TO CONFORM TO THE STANDARD DRAWINGS AND SPECIFICATIONS OF SOUTH WEBER CITY.
 - 2) CONSTRUCT HANDICAP RAMP PER ADA AND CITY REQUIREMENTS.
- CULINARY WATER**
 3/4"W - 3/4" HDPE CTS-OD SDR-9
 POLY TUBING WITH 3/4" METER
 W/8 - 8" C-900 DR14 PVC WATER LINE
 W/10 - 10" C-900 DR14 PVC WATER LINE
- IRRIGATION WATER**
 IRR/8 - 8" PVC SW C-900 DR-14
- SANITARY SEWER**
 4"SS - 4" PVC 3034 SEWER PIPE
 SS/8 - 8" PVC ASTM 3034 SEWER LINE
- STORM DRAIN**
 SD/15 - 15" RCP STORM DRAIN
 SD/18 - 18" RCP STORM DRAIN
 SD/36 - 36" RCP STORM DRAIN
 SD/42 - 42" RCP STORM DRAIN

REVISIONS	DESCRIPTION

**Old Maple Farms Subdivision
 Phases 1 & 2**
 SOUTH WEBER CITY, WEBER COUNTY, UTAH

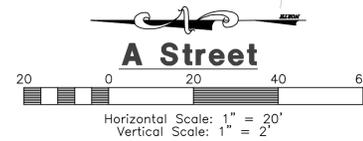
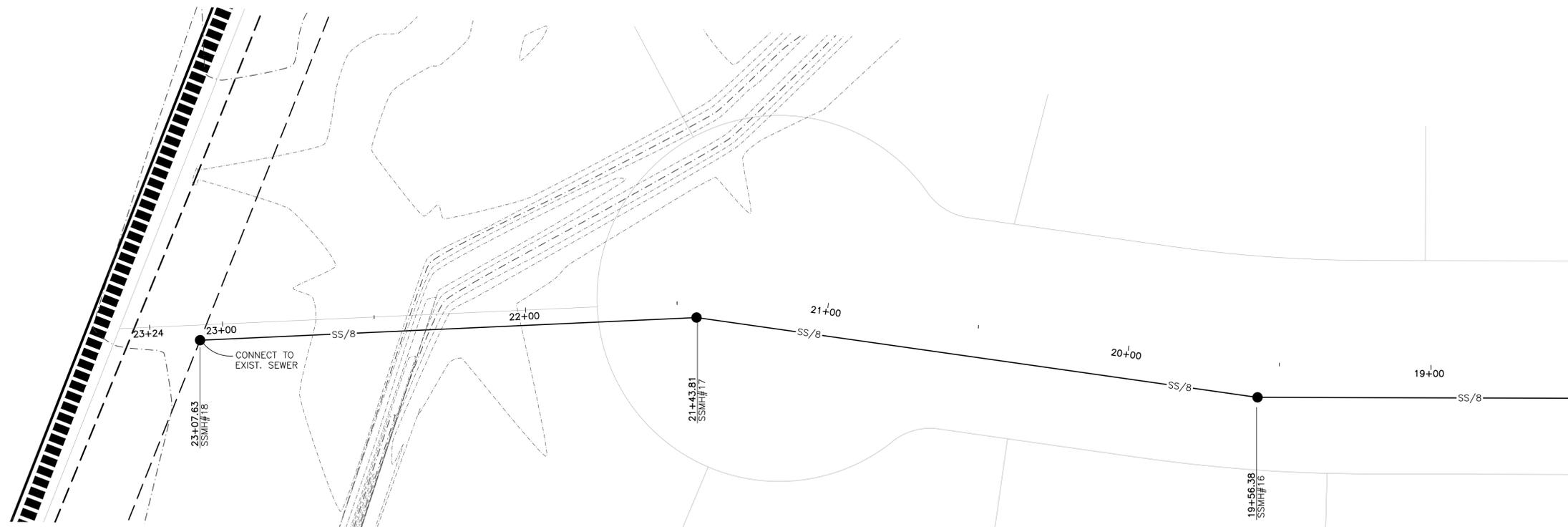
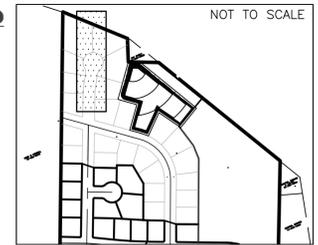
**D Street
 15+00.00 - 17+50.00**



Project Info.
 Engineer: GRANT L. THORSON
 Drafter: C. KINGSLEY
 Begin Date: JUNE, 2016
 Name: OLD MAPLE FARMS SUBDIVISION PHASES 1 & 2
 Number: 6597-02

Blue Stakes Location Center
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 1-800-662-4111**
 Two Working Days Before You Dig

Sheet **20**
7 Sheets



18+50.00
MATCH LINE
SEE SHEET 12

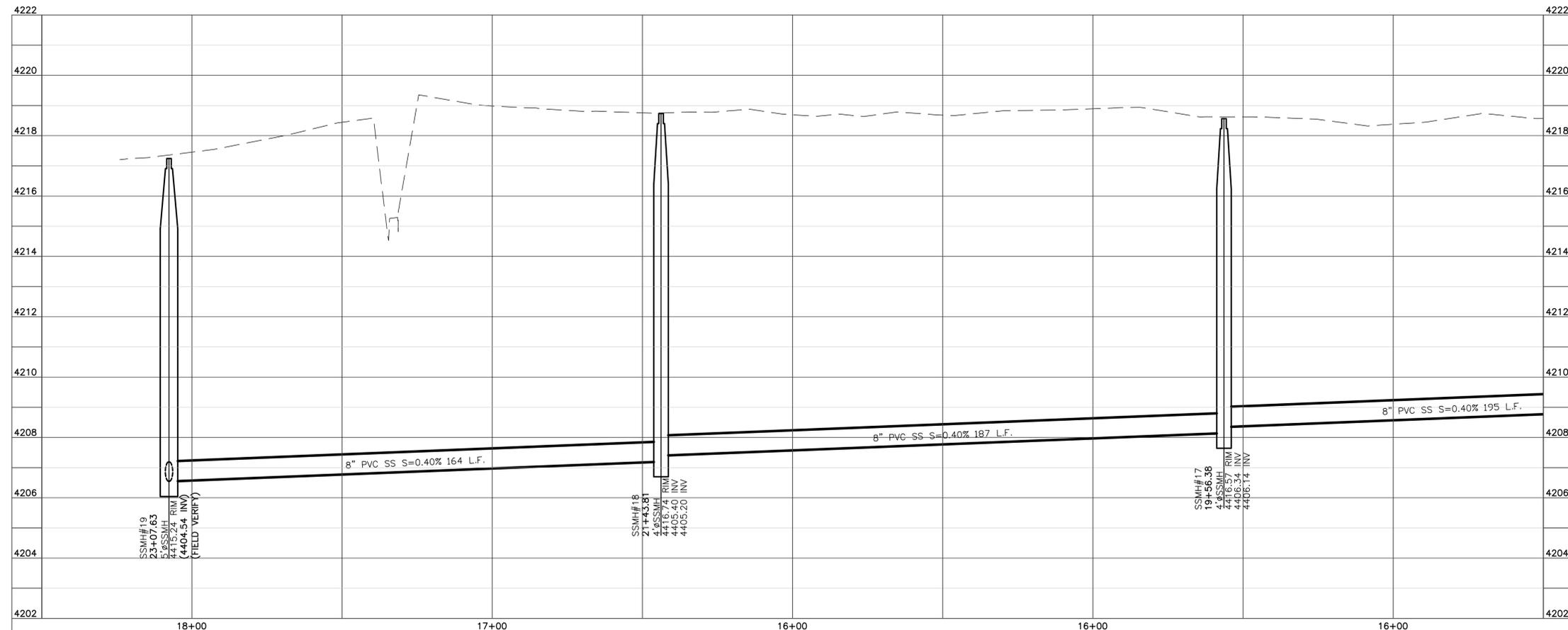
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REVISIONS	DESCRIPTION

**Old Maple Farms Subdivision
 Phases 1 & 2**
 SOUTH WEBER CITY, WEBER COUNTY, UTAH

Sewer Outfall
5+00.00 - 8+00.00



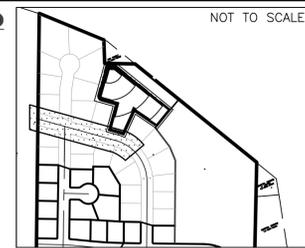
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 Engineer: GRANT L. THORSON
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 Begin Date: JUNE, 2016
 Name: OLD MAPLE FARMS SUBDIVISION PHASES 1 & 2
 Number: 6597-02

Sheet **20**
13 Sheets

Key Map



Construction Notes:

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2) CONSTRUCT HANDICAP RAMP PER ADA AND CITY REQUIREMENTS.

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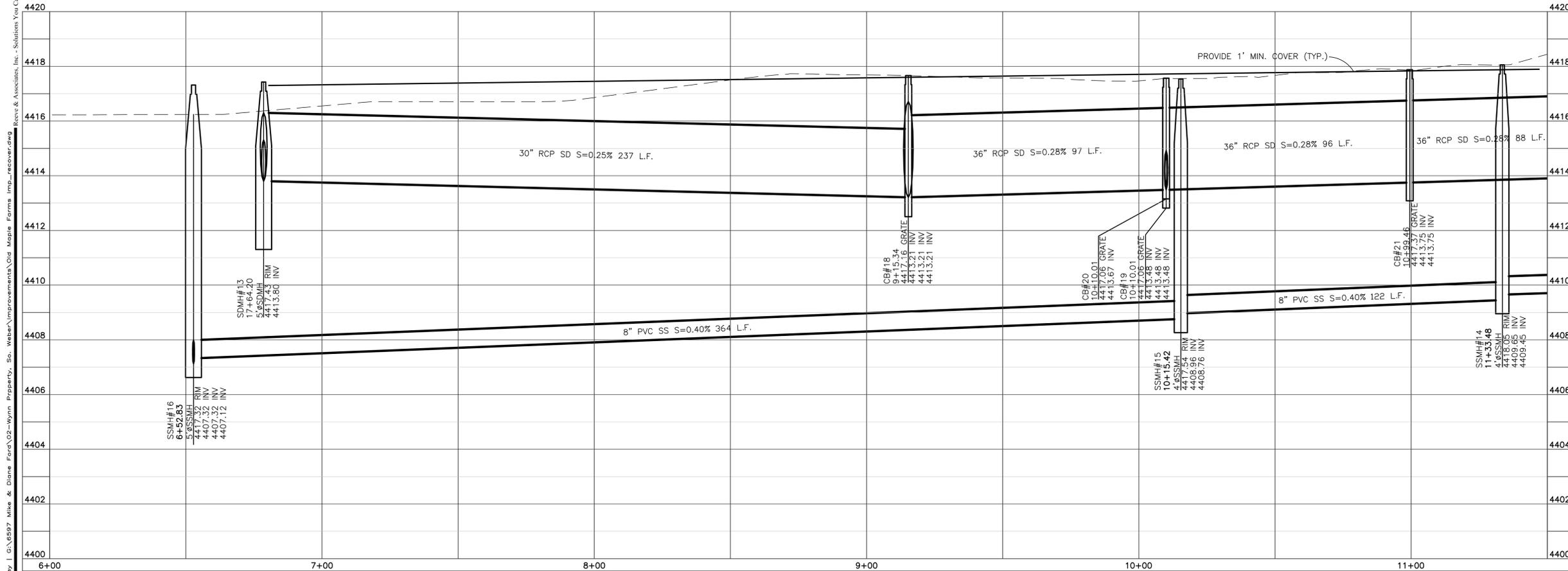
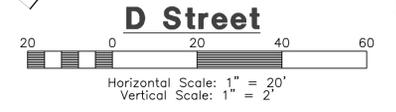
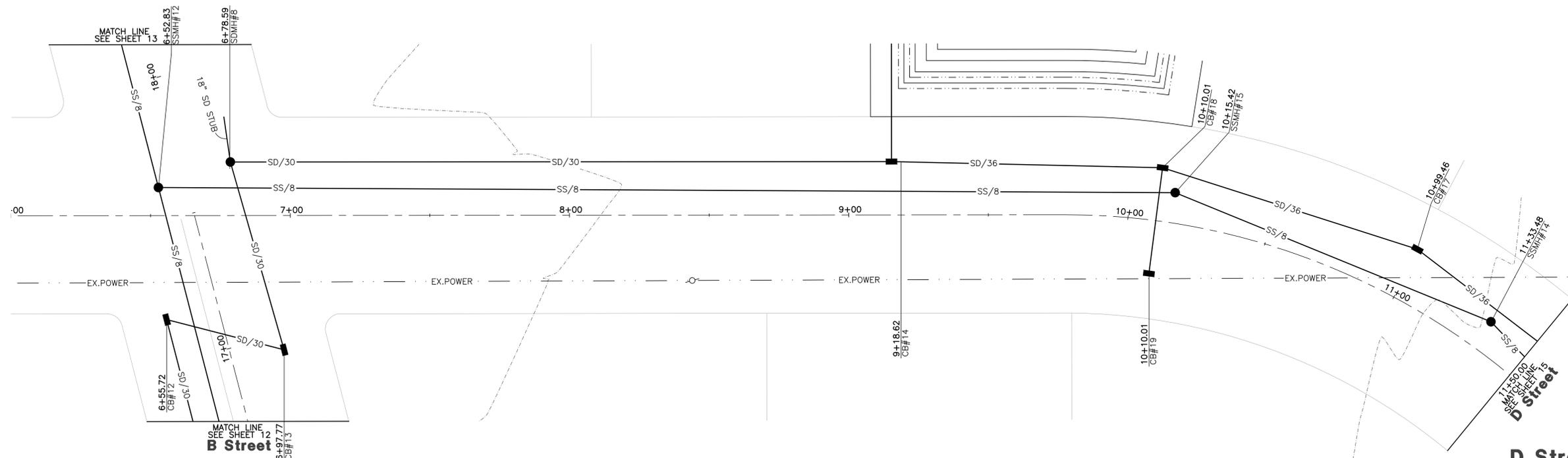
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REVISIONS	DESCRIPTION



Old Maple Farms Subdivision
Phases 1 & 2
 SOUTH WEBER CITY, WEBER COUNTY, UTAH
475 East Street
5+00.00 - 8+00.00



Project Info.

Engineer: GRANT L. THORSON
 Drafter: C. KINGSLEY
 Begin Date: JUNE, 2016
 Name: OLD MAPLE FARMS SUBDIVISION PHASES 1 & 2
 Number: 6597-02

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Storm Runoff Calculations Old Maple Farms

7/7/2016
The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for the South Weber, UT area provided by the City using a 10 year storm for collection. Storage facilities have been designed per requirements provided by the City for a regional detention pond. All water run off collected from the property will be diverted into a holding pond and released at a reduced rate as part of the regional detention pond. Design calculations here are presented for the overall property development including phases 1, 2, 3 and 4. As part of the regional storm drainage master plan additional flows to be accommodated through the development have been provided by the City.

The calculations are as follows:

1. Drainage Area:

Total Area =	37.34	acres or	1,626,423	ft ²
Single Family Residence =	29.33		1,277,715	
Multifamily Residence =	8.00		348,708	

Developed Runoff Coefficient

Runoff Coefficients		
Single Family Residence Paved Area	245,390	C = 0.9
Landscaped Area	777,325	C = 0.2
Roof	255,000	C = 0.9
Weighted Runoff Coefficient		C = 0.47
Multi Family Residence	348,708	C = 0.65
C = 0.65 typical of similar developments		
Overall Weighted Runoff Coefficient		C = 0.51

2. Time of Concentration:

Use:	Branches:	15 min.
	Major Conveyance:	30 min.

Estimated from storm water runoff overland flow time

3. Rainfall Intensities:

10-yr 15-min (collection)	2.34	in/hr
10-yr 30-min (conveyance)	1.58	in/hr

4. Peak Run-off:

Runoff Coefficient	C = 0.51
Rainfall Intensity	I = 1.58 IN./HR.
Acreage	A = 37.34 ACRES
Runoff Quantity	Q = CIA
Q (max at pond internal)	Q = 30.45 ft ³ /s

5. Allowable Discharge:

Typical allowable discharge	Q = (0.2 x acres)
Allowable Discharge =	Q = 7.47 ft ³ /s

6. Volume of Run-off for 100-year 24-Hour Storm Event:

C =	0.39
A =	1,626,423 ft ²
Q(out) =	7.47 ft ³ /s

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	7.09	104.10	31,231	2,240	28,990
10	600	5.39	79.14	47,485	4,481	43,004
15	900	4.46	65.49	58,938	6,721	52,217
30	1800	3.00	44.05	79,288	13,442	65,847
60	3600	1.86	27.31	98,317	26,883	71,434
120	7200	1.05	15.42	111,003	53,766	57,237
180	10800	0.72	10.54	113,858	80,649	33,209
360	21600	0.40	5.83	125,910	161,298	-35,389
720	43200	0.24	3.58	154,770	322,596	-167,826
1440	86400	0.14	1.98	171,262	645,193	-473,930

Total Required Detention Volume: 71,434 ft³

7. Orifice Sizing Area:

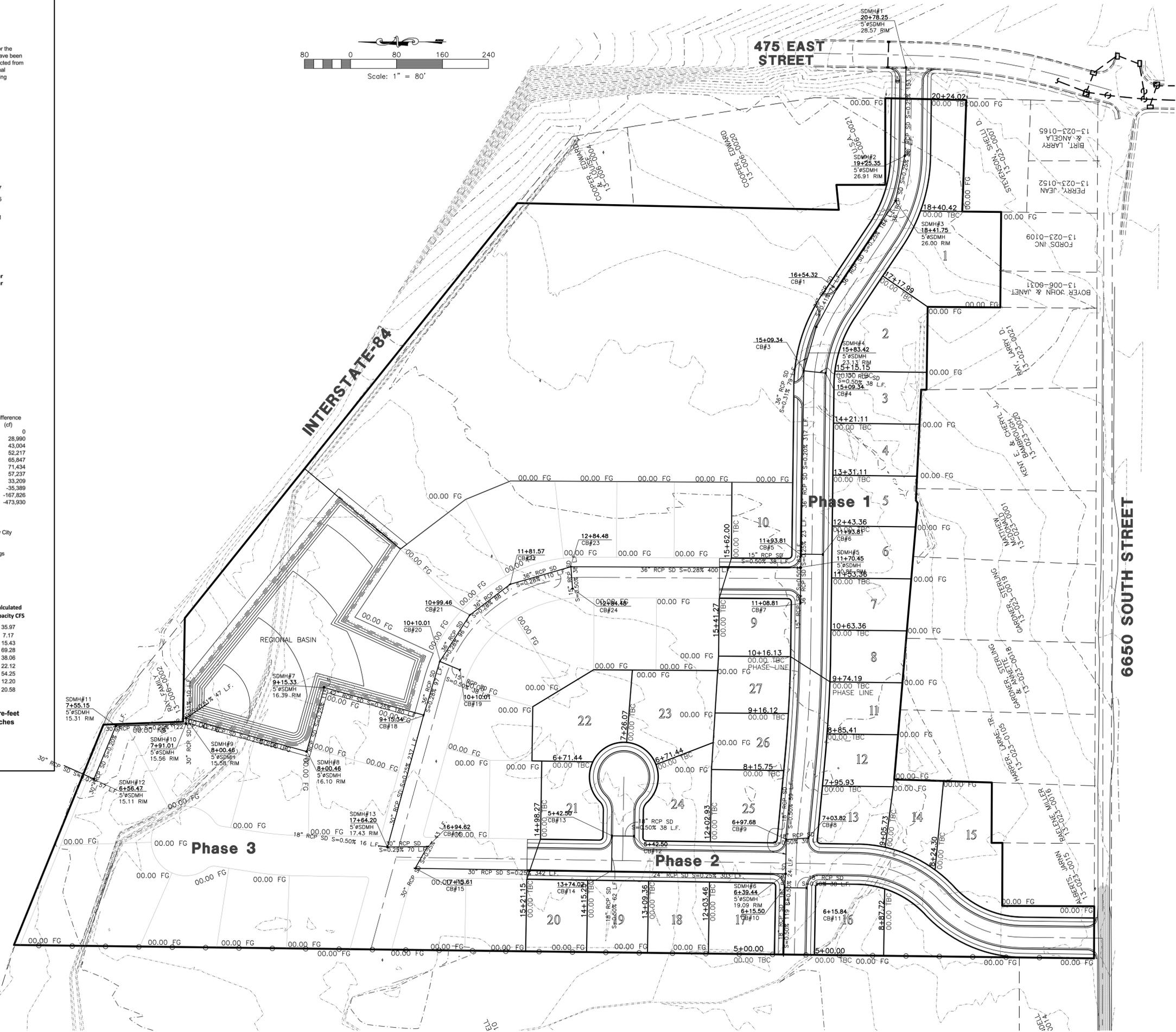
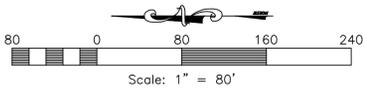
Given:	Q = 17.00 cfs	outflow provided by City
	2g = 64.4 ft/s ²	
	H = 3.50 ft	
	Cd = 0.7	for circular openings
	R = SQRT((0.7*pi*(64.4*H)^0.5))	
	R = 0.72 feet	
	R = 8.61 inches	
	D = 17.23 inches	

8. Pipe Sizing

Location	RCP Pipe Size (Inches)	Slope	Manning n (concrete)	Req'd Capacity CFS	Calculated Velocity FPS	Calculated Capacity CFS
Inflow East	36	0.25	0.013	29.00	4.22	35.97
Inflow West	18	0.40	0.013	4.00	2.33	7.17
Max from Apts	24	0.40	0.013	7.82	2.56	15.43
Control to pond	48	0.20	0.013	63.45	5.19	69.28
East Max	36	0.28	0.013	37.34	5.43	38.06
West Max	30	0.25	0.013	15.46	3.24	22.12
East/West @ pond	42	0.25	0.013	52.80	5.64	54.25
West @ midpnt	24	0.25	0.013	9.74	3.19	12.20
Outfall	30	0.20	0.013	17.00	3.56	20.58

SUMMARY:

The required volume of the detention basin is 6.4 acre-feet
Orifice Diameter at Outlet is 17.23 inches



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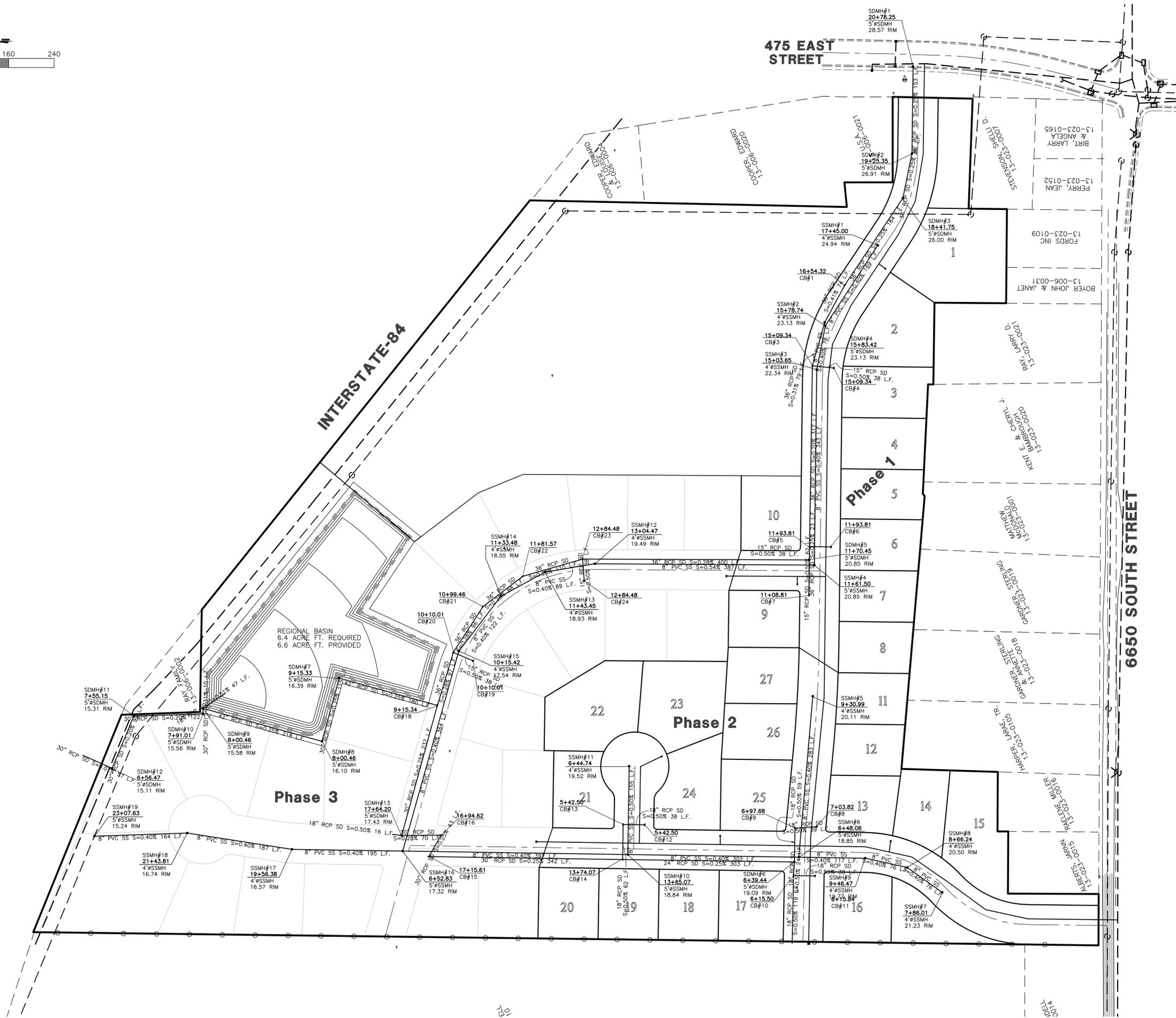
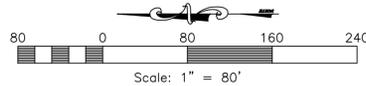
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**Old Maple Farms Subdivision
Phases 1 & 2**
SOUTH WEBER CITY, WEBER COUNTY, UTAH

Grading & Drainage Plan

Project Info.

Engineer:	GRANT L. THORSON
Drafter:	C. KINGSLEY
Begin Date:	JUNE, 2016
Name:	OLD MAPLE FARMS SUBDIVISION PHASES 1 & 2 Number: 6597-02



1/4/2016 | c.kingsley | G:\5597 Mike & Diane Ford\02-Wynn Property, So. Weber\Improvements\Old Maple Farms Imp_recover.dwg

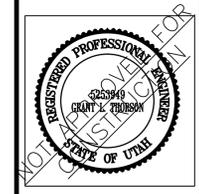
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DATE	

Old Maple Farms Subdivision Phases 1 & 2
 SOUTH WEBER CITY, WEBER COUNTY, UTAH

Overall Utility Plan



Project Info.

Engineer:	GRANT L. THORSON
Drafter:	C. KINGSLEY
Begin Date:	JUNE, 2016
Name:	OLD MAPLE FARMS SUBDIVISION PHASES 1 & 2
Number:	6597-02

Old Maple Farms Subdivision Phases 1 & 2 Storm Water Pollution Prevention Plan Exhibit

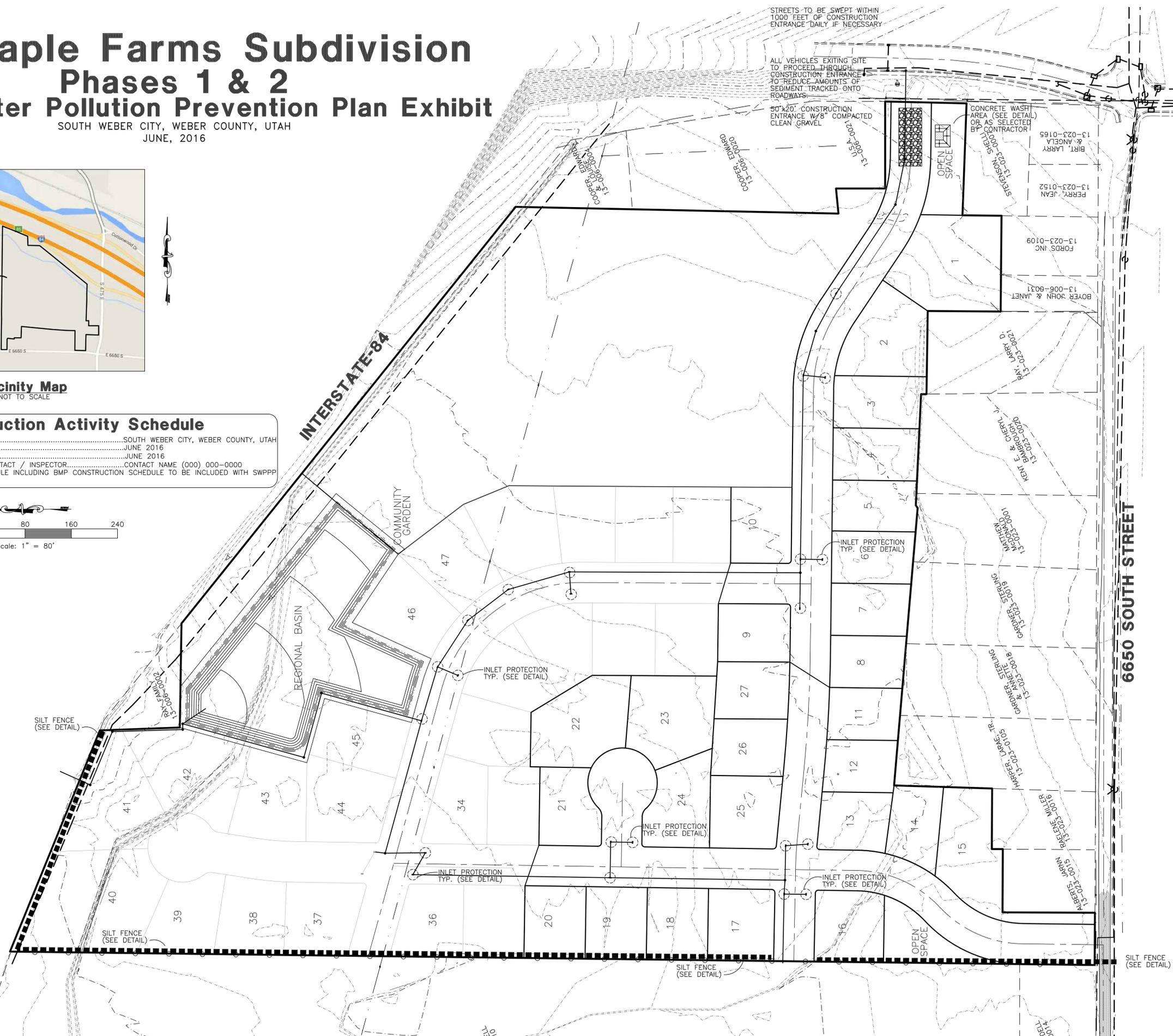
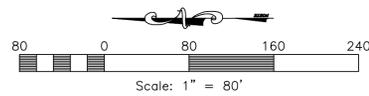
SOUTH WEBER CITY, WEBER COUNTY, UTAH
JUNE, 2016



Vicinity Map
NOT TO SCALE

Construction Activity Schedule

- PROJECT LOCATION..... SOUTH WEBER CITY, WEBER COUNTY, UTAH
- PROJECT BEGINNING DATE..... JUNE 2016
- BMP'S DEPLOYMENT DATE..... JUNE 2016
- STORM WATER MANAGEMENT CONTACT / INSPECTOR..... CONTACT NAME (000) 000-0000
- SPECIFIC CONSTRUCTION SCHEDULE INCLUDING BMP CONSTRUCTION SCHEDULE TO BE INCLUDED WITH SWPPP BY OWNER/DEVELOPER



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**Old Maple Farms Subdivision
Phases 1 & 2
Storm Water Pollution
Prevention Plan Exhibit**
 SOUTH WEBER CITY, WEBER COUNTY, UTAH



Project Info.

Engineer:	GRANT L. THORSON
Drafter:	C. KINGSLEY
Begin Date:	JUNE, 2016
Name:	OLD MAPLE FARMS SUBDIVISION PHASES 1 & 2
Number:	6597-02

1/4/2016 1:43:57 PM Mike & Diane Ford\02-Wynn Property, So. Weber\Improvements\Old Maple Farms Imp_recover.dwg

10.5A.2 Permitted Uses

- A. Accessory uses and buildings.
- B. Agriculture.
- C. Dwellings, one-family.
- D. Home occupations, except preschools and daycare.
- E. Pets, the keeping of household pets.
- ~~F.~~ Group home.
- ~~F.~~~~G.~~ Mobile businesses

10.5B.2 Permitted Uses

- A. Accessory uses and buildings.
- B. Agriculture.
- C. Dwellings, one-family.
- D. Home occupations, except preschools and daycare.
- E. Pets, the keeping of household pets.
- ~~F.~~ Group home.
- ~~F.~~~~G.~~ Mobile businesses

10.5C.3 Permitted Uses

- A. Accessory uses and buildings.
- B. Agriculture.
- C. Dwellings, multi-family, up to twelve (12) dwelling units per building.
- D. Dwellings, one-, two-, three- and four-family.
- E. Home occupations, except preschools and daycare.
- F. Pets, the keeping of household pets.
- ~~G.~~ Group home.
- ~~G.~~~~H.~~ Mobile businesses

10.5D.2 Permitted Uses

- A. Accessory uses and buildings.
- B. Agriculture.
- C. Animal keeping on lots one-half ($1/2$) acre and larger in area.
- D. Dwellings, one-family.
- E. Home occupations, except preschools and daycare.
- F. Pets, the keeping of household pets.
- ~~G.~~ Group home.
- ~~G.~~~~H.~~ Mobile businesses

10.5E.2 Permitted Uses

- A. Accessory uses and buildings.
- B. Agriculture.
- C. Animal keeping on lots at least one-half ($1/2$) acre in area.
- D. Dwellings, one-family.
- E. Farm industry on parcels or lots five (5) acres or larger.

- F. Fruit and vegetable stands for the sale of produce grown on the premises or of agricultural products used on the premises.
- G. Home occupations, except preschools and daycare.
- H. Pets, the keeping of household pets.
- I. Group home.
- H.J. Mobile businesses

10.5F.2 Permitted Uses

- A. Accessory uses and buildings.
- B. Agriculture.
- C. Animal keeping.
- D. Dwellings, one-family.
- E. Farm industry on parcels five (5) acres in area or larger.
- F. Fruit and vegetable stands for the sale of produce grown on the premises or of agricultural products used on the premises.
- G. Home occupations, except preschools and daycare.
- H. Pets, the keeping of household pets.
- H.I. Mobile businesses

10.5G.4 Permitted Uses

- A. Accessory uses and buildings.
- B. Beauty and barber services.
- C. Business services and professional offices.
- D. Churches, synagogues and temples.
- E. Dwellings, single-family, only when in the same structure as the business or commercial use and when occupied by the owner/operator or employee employed on the premises.
- F. Eating establishments, including drive ins.
- G. Gasoline service stations.
- H. Laundry and dry cleaning services.
- I. Retail trade, general merchandise.
- H.J. Mobile businesses
- J-K. Other uses deemed similar and compatible by the planning commission.

10.5H.4 Permitted Uses

- A. Accessory uses and buildings.
- B. Dwellings, single-family, only when in the same structure as the business or commercial use and when occupied by the owner/operator or employee employed on the premises.
- C. Eating establishments, including drive-ins.
- D. Gasoline and diesel service stations.
- E. Laundry and dry cleaning services.
- F. Public buildings and public utility buildings and uses.
- G. Retail sales.
- H. Transient lodging.
- H.I. Mobile businesses
- H.J. Uses judged by the planning commission to be similar and compatible with the purposes of this article.

10.5I.4 Permitted Uses

- A. Accessory buildings and uses.
- B. Agriculture.
- C. Business and professional services.
- D. Commercial storage.
- E. Dwellings, single-family only when in the same structure as the business or commercial use and when occupied by the owner/operator or employee employed on the premises.
- F. Experimental research and testing laboratories.
- G. Manufacturing: food products, fabricated textile products, furniture, paper products, precision instruments, jewelry, machine products, wood products (except paper), ceramic products, electrical appliances, electronics, small tools and other light metal products and sporting and athletic goods.
- H. Printing, lithography and/or publishing shops.
- I. Public buildings and public utility buildings and uses.
- J. Recycling and collection center operated within an enclosed building.
- ~~K.~~ Repair services.
- ~~K.L.~~ Mobile businesses
- ~~L.M.~~ Uses judged by the Planning Commission to be similar and compatible with the purpose of this Article.
- ~~M.N.~~ Wholesale trade and warehousing.

10.5K.4 Permitted Uses

- A. Accessory uses and buildings.
- B. Beauty and barber services.
- ~~C.~~ Business services and professional offices.
- ~~C.D.~~ Mobile businesses
- ~~D.E.~~ Other uses deemed similar and compatible by the planning commission.

10.5L.4 Permitted Uses

- A. Accessory buildings and uses.
- B. Agriculture.
- C. Business and professional services.
- D. Commercial storage.
- E. Construction and contracting yards and buildings.
- F. Dwellings, single-family, only when in the same structure as the business or commercial use and when occupied by the owner/operator or employee employed on the premises.
- G. Experimental research and testing laboratories.
- H. Manufacturing of food products, fabricated textile products, furniture, paper products, precision instruments, jewelry, machine products, wood products (except paper), ceramic products, electrical appliances, electronics, small tools and other light metal products and sporting and athletic goods.
- I. Printing, lithography and/or publishing shops.
- J. Public buildings and public utility buildings and uses.
- K. Recycling and collection center operated within an enclosed building.
- L. Repair services.
- ~~M.~~ Wholesale trade and warehousing.
- ~~M.N.~~ Mobile businesses

10.5M.4 Permitted Uses

- A. Accessory buildings and uses.
- B. Agriculture.
- C. Child day care facilities.
- D. Eating establishments and drive-ins.
- E. Recreational and sporting activities.
- F. Recreational vehicle parks.
- G. Rental of recreational and sports equipment.
- H. Retail sales and general merchandise.
- I. Transient lodging.
- ~~H.~~ I. **Mobile businesses**

10.5N.4 Permitted Uses

- A. Accessory uses and buildings.
- B. Beauty and barber services.
- C. Business services and professional offices.
- D. Churches, synagogues and temples.
- E. Eating establishments, including drive-ins.
- F. Laundry and dry cleaning services.
- G. Retail trade, general merchandise.
- ~~G.H.~~ H. **Mobile businesses**

10.5O.4 Permitted Uses

- A. Accessory buildings and uses.
- B. Agriculture.
- C. Business and professional services.
- D. Commercial services such as retail and grocery stores.
- E. Experimental research and testing laboratories.
- F. Manufacturing: food products, fabricated textile products, furniture, paper products, precision instruments, jewelry, machine products, wood products (except paper), ceramic products, electrical appliances, electronics, small tools and other light metal products and sporting and athletic goods.
- G. Printing, lithography and/or publishing shops.
- H. Public buildings and public utility buildings and uses.
- I. Recycling and collection center operated within an enclosed building.
- J. Restaurants.
- K. Wholesale trade and warehousing.
- ~~K.L.~~ L. **Mobile businesses**

10.5P.2 Permitted Uses

- A. Accessory uses and buildings
- B. Agriculture
- C. Dwellings, single-family
- D. Home occupations, except preschools and daycare
- E. Pets, the keeping of household pets
- F. Group home.
- ~~F.G.~~ G. **Mobile businesses**

3.09 Mobile Businesses

3.09.010 Purpose and Intent:

It is the purpose and intent of the City Council, in enacting this chapter, to provide responsible businesses and individuals who engage in the operation of mobile businesses with clear and concise regulations to prevent safety, traffic, and health hazards, as well as to preserve the peace, safety and welfare of the community.

3.09.020 Definitions:

Mobile Business(es): Term used collectively to refer to mobile food vendors, mobile street vendors, mobile vendors, and mobile business courts.

Mobile Food Vendor: A business that serves food or beverages from a self-contained unit either in a motorized or non-motorized vehicle, trailer, or a cart on wheels, and is readily movable.

Mobile Business Court: Where three or more mobile food vendors or mobile street vendors congregate to sell product to the public or any cluster of more than two mobile food vendors or mobile street vendors located within 300 feet shall be considered a mobile business court.

Mobile Street Vendors: A business that sets up temporary sales from a tent, table or other portable structure which is doing business on behalf of a licensed business with a permanent structure. These vendors are only allowed to sell merchandise that is part of the regular inventory of the licensed business.

Mobile Vendor: A business that sells products or services from a self-contained unit either in a motorized or non-motorized vehicle, trailer, or a cart on wheels and is readily movable.

Vendor: A person 18 years of age or older who is the permittee authorized to operate the business and holds the necessary credentials to operate the business, such as a driver license or food handlers permit.

3.09.030 Location:

- a. Mobile Businesses may only set up business at City Parks, church properties, schools, or other properties intended for the use of the public as approved by the Planning Commission and with the permission of the property owner.
- b. No business shall be conducted in the public road right-of-way unless permitted by the Land Use Authority.
- c. Mobile businesses shall be parked so neither the vehicle nor the customers interfere with public access to adjacent driveways or entrances to existing buildings or uses.
- d. The mobile business shall not operate as a drive-thru.
- e. All mobile businesses utilizing City parks must reserve the park space so as not to inadvertently create a mobile business court. Reservations shall be made on a first-come-first-served basis.
- f. The storage of mobile businesses for any period of time on property in residential or agricultural zones shall follow the home occupation guidelines as set forth in 10.11.110.

3.09.040 Use Rules:

- a. Business Activity - All business activity related to mobile businesses shall be of a temporary nature, the duration of which shall not extend for more than twelve hours within a 24 hour period at any one location or for more than three consecutive days within a 7 day period on either public or private property.
- b. Hours of Operation – Permitted hours of operation shall be between 7:00 a.m. and 10:00 p.m. at approved sites.
- c. Canopy – Any canopy extensions must be integrated into the design of the mobile food business vehicle and must not project onto or over the public sidewalk or any other part of the public right of way in a way that impedes pedestrian passage or is lower than seven feet measured from the lowest portion of the canopy to the sidewalk or ground surface.
- d. Signage – All signage must be permanently attached to the mobile vehicle, trailer, cart or moveable structure except each business may have one additional sign that shall not exceed three feet in width or four feet in height and shall be placed no more than ten feet from the mobile business.
- e. Trash Receptacles - Vendors shall provide trash receptacles which shall be removed from the site and all trash, refuse and debris shall be properly removed from the location each day. It is illegal to discharge or dispose of any substance, material, food, grease, culinary oils used for food preparation, or waste onto a public right-of-way or into the storm drain system.
- f. Utilities – Any auxiliary power or water required for the operation of the mobile business shall be self-contained unless connection to the utility is expressly permitted by the property owner or the owner’s authorized designee.

3.09.050 Application Requirements:

- a. Submit a completed application requesting to operate a mobile business in the City to the Building License Official. All requirements and attachments set forth on the application including fees, according to the current fee schedule, shall be submitted with the application before the application shall be deemed complete. No application shall be considered by the Building Official and/or the Planning Commission until it is complete.
- b. The following information shall be provided on each application:
 - i. Business and contact information;
 - ii. Description of all products to be sold;
 - iii. Sign plans;
 - iv. Site plan showing exact location of intended operations and letter of approval from private property owner if applicable;
 - v. Proof of all applicable health permits, business licenses, business and tax registrations, and any other terms required by the City, County, or State to operate the business-;
 - vi. A photograph of the vehicle, trailer, cart, or structure to be used;
 - vii. The number of vehicles or trailers to be used in the business, its license plate number, vehicle identification number (VIN), proof of insurance coverage and registration;

- viii. The number of carts, stands, or structures to be used in the business, market, or court; and
- ix. A signed statement that the licensee shall hold the City and its officers and employees harmless from any and all liability and shall indemnify the City and its officers and employees from any claims for damage to property or injury to persons arising from any activity carried on under the terms of the license.
- d. If any of the application information changes, the applicant or licensee, as the case may be, shall deliver current information to the City Business License Official within ten business days following the change.
- e. Separate applications shall be required for each mobile business. Separate business license fees shall be required for each mobile business vehicle operating under one business license.
- f. All applications for operating a mobile business shall be reviewed and approved by the Business Licensing Official. Appeals shall be determined by the Planning Commission.

3.09.060 Licenses/Permits Required:

- a. Business License: Mobile businesses based in South Weber City shall require a City business license.
- b. Special Event Permit: Mobile businesses that come to the City for a special event, such as but not limited to Country Fair Days, carnivals, festivals, fundraisers, or circuses shall first obtain a Special Event Permit and shall be limited to a maximum operating period of 2 weeks.
- c. Recurring Operation Permit: Mobile businesses that come to the City on a regular basis with a fixed schedule shall obtain a Recurring Operating Permit and shall be limited to a maximum operating period of 6 months beginning on the day the permit is approved.
- d. Single Use Permit: Mobile businesses that come to the City at irregular intervals shall obtain a new permit with each visit.

3.09.070 License/Permit Restrictions:

A license/permit restriction shall not apply in the following circumstances:

- a. The mobile food vendor is catering an event on private property or public property reserved for private purposes, meaning the mobile business has been invited by the event sponsor to serve or sell food at an event that is not open to the public.
- b. The mobile business is a 501(c)(3) organization; in which case proof of the designation shall be required.

3.090.080 Penalty:

- a. Failure to comply with the requirements of this Chapter shall be grounds for denial, suspension or revocation of a business license or permit.
- b. Conflicting Provisions: Nothing in this chapter shall be construed to prevent or in any manner interfere with the enforcement of any penalty provisions contained in any other ordinance of the city.
- c. Violation: Any person who violates any provisions of this chapter shall be guilty of a class B misdemeanor, and upon conviction, shall be punished as provided in SWMC 1.04.010.

Each day that person shall violate or continue to violate this chapter after notice of such violation by the City or its officers or agents, shall be considered to be a separate violation, and shall be punished as such.

3.02.010 Types Of Businesses

- A. License Required: It shall be unlawful for any person to operate any of the following types of businesses within the city without first making an application to the city and obtaining a business license:
1. Home Occupation Without On Site Patrons/Employees: Any business conducted from a residence that has neither patrons nor employees frequenting the business at any time.
 2. Home Occupation With On Site Patrons/Employees: Any business conducted from a residence that has patrons and/or employees frequenting the business.
 3. Group Home: A residential facility for elderly or handicapped persons consistent with the zoning of the desired location, that is occupied on a twenty four (24) hour basis by eight (8) or fewer individuals in a family type arrangement and in conformance with applicable standards of the Utah department of social services.
 4. Commercial: Any business conducted for profit that is not located within a residence.
 5. Rental Units: A building or part of a building that is used or designated for use as a residence by one or more persons, and is available to be rented, loaned, or leased for a period of one month or more.
 6. Construction: A person or business that builds, excavates, or completes any work towards the completion of (i.e., electrical, mechanical) a building or structure and whose business is located within the city.
 7. Mining: Those activities conducted on the surface of the land for the exploration for development of or the extraction of mineral deposits from its natural occurrences, including surface mining and surface effects of underground mining, including on site transportation or other primary processing.
 8. Mobile Business: Any business conducted for profit that is operated independently from or as an extension of a brick and mortar business location.
- B. Permit Required: It shall be unlawful for any person to operate any mobile business or business on a mobile platform, such as a truck, trailer or cart, within the city without first making an application to the city and obtaining the required permit independent of or in conjunction with a business license.