



ALTA Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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Issued through the Office of


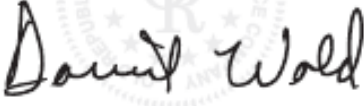


TITLE GUARANTEE
A TITLE INSURANCE AGENCY

Trent Larson, License #: 105876
Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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Schedule A

ALTA COMMITMENT



TITLE GUARANTEE
A TITLE INSURANCE AGENCY

Transaction Identification Data for reference only:

Issuing Agent: Title Guarantee, A Title Insurance Agency, LLC
84121

Issuing Office's ALTA® Registry ID: 1129731

Loan ID Number:

Revision Number:

Issuing Office: 1385 Fort Union Boulevard, Cottonwood Heights, UT

Issuing Office File Number: 26179-RS

Commitment Number: 26179-RS

Property Address: 7870 South 2700 East, South Weber, UT 84405

1. Commitment Date: 08/25/2020 at 8:00 AM

2. Policy to be issued:

a. ALTA Homeowner's Policy

Proposed Insured: TBD

Proposed Policy Amount: \$

Title Premium: \$

Endorsements: NONE

b. ALTA Expanded Coverage Residential Loan Policy

Proposed Insured:

Proposed Policy Amount: \$

Title Premium: \$

Endorsements:

ALTA 8.1-06

ALTA 8.1-06 : Environmental Protection Lien (Residential) - Paragraph b refers to the following state statutes: NONE

ALTA 22.1-06

ALTA 22.1-06 : Location and Map

ALTA 9-06

ALTA 9-06 : Restrictions, Encroachments, Minerals - Loan

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

4. The Title is, at the Commitment Date, vested in:

Deer Run Investments, LLC as to Parcels 1 through 5; Utah Department of Transportation as to Parcel 6

5. The Land is described as follows:

See legal description in Exhibit "A" attached hereto and made a part hereof.

Old Republic National Title Insurance Company

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Schedule A

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Authorized Signatory
Title Guarantee, A Title Insurance Agency, LLC

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Schedule B-I

ALTA COMMITMENT



TITLE GUARANTEE
A TITLE INSURANCE AGENCY

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Duly authorized and executed Deed from Deer Run Investments, LLC, a Limited Liability Company and Utah Department of Transportation, to TBD, to be executed and recorded at closing.

Duly authorized and executed Deed of Trust from TBD, to _____, securing its loan in the amount of \$_____.

5. Documents must be submitted to this company, to provide verification of authorized officers/members who can execute documents on the behalf of the entity vested herein or shown as Proposed Owners in Schedule "A".

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Schedule B I

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Schedule B-II

ALTA COMMITMENT



Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by Public Records.
4. Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Parcel 1:
General Property Taxes for the year 2020 now a lien, not yet due.
Tax Serial No. 13-140-0010

General Property Taxes for the year 2019 are DELINQUENT in the amount of \$1,550.47 plus interest, fees and penalties.
Tax Serial No. 13-140-0010

Parcel 2:
General Property Taxes for the year 2020 now a lien, not yet due.
Tax Serial No. 13-041-0061

General Property Taxes for the year 2019 are DELINQUENT in the amount of \$4,107.66 plus interest, fees and penalties.
Tax Serial No. 13-041-0061

Parcel 3:
General Property Taxes for the year 2020 now a lien, not yet due.
Tax Serial No. 13-041-0068

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Schedule B II

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General Property Taxes for the year 2019 are DELINQUENT in the amount of \$1,050.41 plus interest, fees and penalties.
Tax Serial No. 13-041-0068

Parcel 4:
General Property Taxes for the year 2020 now a lien, not yet due.
Tax Serial No. 13-041-0115

General Property Taxes for the year 2019 are DELINQUENT in the amount of \$1,178.60 plus interest, fees and penalties.
Tax Serial No. 13-041-0115

Parcel 5:
General Property Taxes for the year 2020 now a lien, not yet due.
Tax Serial No. 13-041-0118

General Property Taxes for the year 2019 are DELINQUENT in the amount of \$139.26 plus interest, fees and penalties.
Tax Serial No. 13-041-0118

Parcel 6:
General Property Taxes for the year 2020 now a lien, not yet due.
Tax Serial No. 13-140-0009

General Property Taxes for the year 2019 were fully abated.
Tax Serial No. 13-140-0009.

Subject to any and all re-assessments by the County Treasurer, by reason of an incorrect assessment during a previous year.

8. The subject property is located within the boundaries of the special assessment district(s) 46 shown, and is subject to all charges and/or assessments levied thereby: District(s) 46
Davis
Davis County School District
South Weber
Weber Basin Water Conservancy District
Davis County Mosquito Abatement District
Central Weber Sewer Improvement District
County Library
9. Subject to a Warranty Deed (Controlled Access), upon the terms and conditions therein provided, recorded November 6, 1992, as Entry No. 1000951, in Book 1552, Page 46, of Official Records and recorded December 23, 1992, as Entry No. 1009392, in Book 1567, Page 615, of official records.
10. (Affects Parcel 2 and 3)
Subject to a Petition, by and between, Laurie F. Gale and Weber Basin Water Conservancy District, upon the terms and conditions therein provided, recorded April 14, 2005, as Entry No. 2066144, in Book 3767, Page 349, of Official Records.
11. Any and all outstanding oil and gas, mining and mineral rights, minerals and ores situated in, upon or under the above described tract of land, together with the right of the proprietor of a vein or lode to extract his ore therefrom should the same be found to penetrate or intersect the premises and the right of ingress and egress for the use of said rights, along with any other rights in connection with or relative to the mining, removal or sale of the same (but not including the right to enter upon the surface of the premises).
12. Claim, right, title or interest to water or water rights, whether or not shown by the public records.

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13. (Affects Parcel 2 through 5)
Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.
14. (Affects Parcel 1)
Subject to easements, building setback lines, restrictions, dedications or offer for dedications, conditions of approval and notes, if any, all as set forth on the recorded plat of said subdivision.
15. (Affects Parcel 1, 2 and 3)
Subject to an Easement, upon the terms and conditions therein provided, recorded December 9, 1948, as Entry No. 104785, in Book 21 Page 252, of Official Records.
16. (Affects Parcel 1 and 2)
Subject to a Slope Easement Contained Within Order of Occupancy, by and between Utah Department of Transportation and B. Investments, L.C., upon the terms and conditions therein provided, recorded November 6, 2003, as Entry No. 1930095, in Book 3412, Page 111, of Official Records.
17. (Affects Parcel 1 and 2)
Subject to an Order of Occupancy, by and between Utah Department of Transportation and B. Investments, L.C., upon the terms and conditions therein provided, recorded November 13, 2003, as Entry No. 1931799, in Book 3416, Page 208, of Official Records.
18. Subject to an Assignment, by and between BP Pipelines and Rocky Mountain Pipeline, upon the terms and conditions therein provided, recorded August 12, 2002, as Entry No. 1777088, in Book 3102, Page 696, of Official Records.
19. (Affects Parcel 2, 3 and 5)
Subject to a Right of Way Agreement, upon the terms and conditions therein provided, recorded May 21, 1959, as Entry No. 189522, in Book 163, Page 707, of Official Records.
20. (Affects Parcel 2)
Subject to a Utah Power and Light Company Pole Line Easement, upon the terms and conditions therein provided, recorded October 11, 1963, as Entry No. 260450, in Book 282, Page 42, of Official Records.
21. (Affects Parcel 1)
Covenants, Conditions, Restrictions, easements, assessments, liens, charges, terms and provision contained within that certain Quit Claim Deed recorded January 19, 2006 as Entry No. 2138797 in Book 3953 at Page 758 of Official Records, but deleting any covenant, condition or restriction indicating or preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenant, condition or restriction violates 42 USC 3604(c).
22. (Affects Parcel 4)
Covenants, Conditions, Restrictions, easements, assessments, liens, charges, terms and provision contained within that certain Quit Claim Deed recorded January 19, 2006 as Entry No. 2138798 in Book 3953 at Page 760 of Official Records, but deleting any covenant, condition or restriction indicating or preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenant, condition or restriction violates 42 USC 3604(c).
23. (Affects Parcel 5)
Any right, title, or interest of third parties in and to Davis and Weber Canal, including but not limited to any access rights or secondary easements in favor of third parties for the continued use and maintenance of Davis and Weber Canal.
24. Subject to a Development Agreement, upon the terms and conditions therein provided, recorded July 1, 2019, as Entry No. 3169718, in Book 7295, Page 562, of Official Records.

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Schedule B II

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25. Easement and right of way upon the terms and conditions therein provided, in favor of Utah Department of Transportation, recorded August 12, 2005 as Entry No. 2096325 in Book 3848 at Page 188, of Official Records.
26. Matters disclosed by Survey dated August 28, 2020, by Sunset Builders and Great Basin Engineering Inc., Project No. 7697. (See survey for particulars.)
27. (Affects Parcel 1 through 5)
A Deed of Trust executed by Deer Run Investments, LLC., as TRUSTOR and University First Federal Credit Union as TRUSTEE, in the stated amount of \$660,000.00, in favor of University First Federal Credit Union as BENEFICIARY, dated July 29, 2019 and recorded July 30, 2019 as Entry No. 3175867 in Book 7314 at Page 977, of Official Records.
28. (Affects Parcel 6)
NOTE: NO EXISTING DEED OF TRUST APPEARS OF RECORD. IF THIS INFORMATION IS NOT CORRECT, PLEASE NOTIFY THE COMPANY AS SOON AS POSSIBLE TO PROVIDE INFORMATION REGARDING THE EXISTING LOAN.
29. Title is to vest in persons not yet revealed and when so vested will then be subject to matters disclosed by a search of the record against their names.

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

(Parcels 1 through 5)

A Warranty Deed, recorded July 30, 2019, as Entry No. 3175854 in Book 7314 at Page 878, in the [official records](#)

NOTE: This Commitment has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein on both the Owner(s) and Buyer(s) named herein (where applicable). The following names have been checked:

Deer Run Investments LLC
Utah Department of Transportation

TBD

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Exhibit A

ALTA COMMITMENT



Property Description

Parcel 1:

Lot 2, Deer Run Estates Unit No. 5, according to the Official Plat thereof, records of Davis County, State of Utah.

Less and excepting therefrom the following:

Beginning at the Southeast corner of said Lot 2, at a point 68.08 feet perpendicularly distant Northerly from the center line of Deer Run Drive (7950 South Street) at Engineer Station 0 + 003.570, and running thence North 12°25'38" West 62.46 feet along the Easterly boundary of said Lot 2; thence South 3°59'37" West 65.68 feet to the Southerly boundary line of said Lot 2; thence Easterly 18.58 feet along the arc of a 318.17 foot radius curve to the right (chord of said curve bears North 75°54'58" East 18.58 feet) to the point of beginning

Address: 7870 South 2700 East, South Weber, Davis 84405

Tax Serial No. 13-140-0010

Parcel 2:

A tract of land situate in the Northwest Quarter of the Southwest Quarter of Section 36, Township 5 North, Range 1 West, Salt Lake Base and Meridian, and being more particularly described as follows

Beginning at a point on the West line of a highway, said point being 125 feet perpendicularly distant Westerly from the center line thereof, at a point 692.50 feet East and 479.28 feet South 4°12' West and 142 feet more or less North 85°48' West from the West quarter corner of said Section 36 and running thence South 4° West 243.47 feet more or less along the West line of said highway to the North boundary line of Deer Run Estates Unit 5, according to the Official Plat thereof, records of Davis County, State of Utah, thence North 87°57'40" West 289.07 feet to the Easterly line of the Davis and Weber Counties Canal Company right of way; thence North and Easterly along said Easterly and Southerly line of said canal to a point being 136.27 feet South 83°46' West more or less and 74.64 feet South 67°01' West along said right of way line from the West boundary line of said highway; thence South 4°12' West 133.40 feet; thence South 85°48' East 66.00 feet to the point of beginning.

Less and Excepting therefrom any portion lying within the bounds of the Davis and Weber Canal, situate in Davis County, State of Utah.

Tax Serial No. 13-041-0062

Parcel 3:

A tract of land situate in the Northwest Quarter of the Southwest Quarter of Section 36, Township 5 North, Range 1 West, Salt Lake Base and Meridian, and being more particularly described as follows:

Beginning at a point 707.37 feet East and 283.30 feet South 4°12' West and 152.07 feet South 83°46' West and 9.20 feet South 83°46'

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Exhibit A

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West to the true point of beginning, and running thence South 67°01' West 74.64 feet; thence South 4°12' West 133.4 feet; thence South 85°48' East 76.00 feet more or less to the Westerly right of way of a frontage road; thence North 4°00' East 170.08 feet more or less to the true point of beginning.

Less and excepting therefrom any portion lying within the bounds of the Davis and Weber Canal. Situate in Davis County, State of Utah.

Tax Serial No. 13-041-0068

Parcel 4:

A tract of land situate in the Northwest Quarter of the Southwest Quarter of Section 36, Township 5 North, Range 1 West, Salt Lake Base and Meridian, and being more particularly described as follows:

Beginning at a point which is East 434.00 feet from the West Quarter corner of said Section 36, and running thence East 45.36 feet; thence Southeasterly along the arc of a 626.80 foot radius curve to the right 169.29 feet (chord bears South 21°03'13" East 168.80 feet); thence South 83°21'47" West 47.65 feet; thence South 66°36'47" West 63.92 feet; thence North 71.41 feet; thence East 6.00 feet; thence North 52.00 feet; thence West 6.00 feet; thence North 65.00 feet to the point of beginning.

Less and excepting therefrom any portion lying within the bounds of the Davis and Weber Canal. Situate in Davis County, State of Utah.

Tax Serial No. 13-041-0115

Parcel 5:

A tract of land situate in the Northwest Quarter of the Southwest Quarter of Section 36, Township 5 North, Range 1 West, Salt Lake Base and Meridian, and being more particularly described as follows:

Beginning Northerly boundary line of said tract at a point 200.00 feet perpendicularly distant Westerly from the center line of Highway 89, which point is East 707.37 feet and South 4°12' West 283.30 feet and South 83°46'00" West 127.07 feet from the Northwest corner of the Northwest Quarter of the Southwest Corner of said Section 36 and being on the Southerly right of way line of the Weber County Canal Company, and running thence South 4°00'00" West 413.55 feet; thence North 87°57'40" West 7.19 feet; thence South 12°25'38" West 106.71 feet; thence North 4°00' East 520.30 feet; thence South 83°46'00" East 23.37 feet to the point of beginning.

Less and excepting therefrom any portion lying within the bounds of the Davis and Weber Canal. Situate in Davis County, State of Utah.

Tax Serial No. 13-041-0118

Parcel 6:

A parcel of land in fee for the widening of existing State Highway 89 known as Project No. 0089, being part of an entire tract of property situate in Lot 2, Deer Run Estates, Unit No. 5, a subdivision in the Southwest quarter of Section 36, Township 5 North, Range 1 West, Salt Lake Base & Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Southeast corner of said Lot 2, at a point 20.751 meters (68.08 feet) perpendicularly distant Northerly from the center line of Deer Run Drive (7950 South Street) of said project, at Engineer Station 0+003.570; and running thence North 12°25'38" West 19.039 meters (62.46 feet) along the Easterly boundary line of said Lot 2; thence South 3°59'37" West 20.019 meters (65.68 feet) to the Southerly boundary line of said Lot 2; thence Easterly 5.662 (18.58 feet) along the arc of a 96.978-meter (318.17-foot) radius curve to the right (Note: chord to said curve bears North 75°54'58" East for a distance of 5.662 meters (18.58 feet) to the point of beginning. The above described parcel of land contains 53.7 square meters (578 square feet) in area.

(Note: to obtain distances in feet, divide above distances by 0.3048. Multiply above area by 10.764 to obtain square feet.)

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Chain of Title

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(Note: Rotate all bearings in the above description 0°22'11" clockwise to equal highway bearings.)

Tax Serial No. 13-140-0009

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

ORT Form 4690 8-1-16

Chain of Title

ALTA Commitment for Title Insurance

Old Republic National Title Insurance Company

Page 13 of 13

BLDG CODE INFO

S BUILDING A
OCCUPANCIES, E, B, R-2
TYPE V-A
NFPA 13
STANDPIPE

N BUILDING B
OCCUPANCY: R-2
V-B
NFPA 13

W BUILDING C
OCCUPANCY: R-2
V-B
NFPA 13

PROJECT SUMMARY

SBUILDING A	COMMERCIAL	RESIDENTIAL	TOTAL
PARKING LEVEL	9555 SF	0 SF	9555 SF
1ST FLOOR	9555 SF	0 SF	9555 SF
2ND FLOOR	0 SF	11952 SF	11952 SF
3RD FLOOR	0 SF	11952 SF	11952 SF
TOTAL	19110 SF	23904 SF	43014 SF
N BUILDING B	COMMERCIAL	RESIDENTIAL	TOTAL
1ST FLOOR	0 SF	4685 SF	4685 SF
2ND FLOOR	0 SF	8592 SF	8592 SF
3RD FLOOR	0 SF	8592 SF	8592 SF
TOTAL	0 SF	21869 SF	21869 SF
W BUILDING C	COMMERCIAL	RESIDENTIAL	TOTAL
1ST FLOOR	0 SF	5627 SF	5627 SF
2ND FLOOR	0 SF	10320 SF	10320 SF
3RD FLOOR	0 SF	10320 SF	10320 SF
TOTAL	0 SF	26267 SF	26267 SF
GRAND TOTAL	19110 SF	72040 SF	91150 SF

S BLDG A 3659 SF LOBBY/EXERCISE 11700 SF CHILD CARE
EXTERIOR PLAY AREA: 2150 SF + 4500 SF = 6650 SF TOTAL

**Fred C. Cox,
Architect**

4466 Early Duke St.
West Valley City,
Utah 84120-5723

Phone: 801-968-3733

Email: fcc@fredccox.com

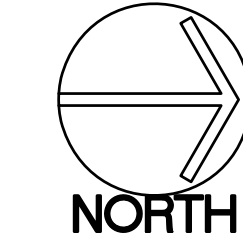
THIS DOCUMENT IS FOR CITY APPROVAL OF THE PROJECT NOTED AND IS ALSO FOR CONSTRUCTION. ACTUAL SITE DIMENSIONS COULD VARY. USE OF THIS DOCUMENT FOR ANY OTHER PROJECT IS NOT PERMITTED.

PROJECT SUMMARY

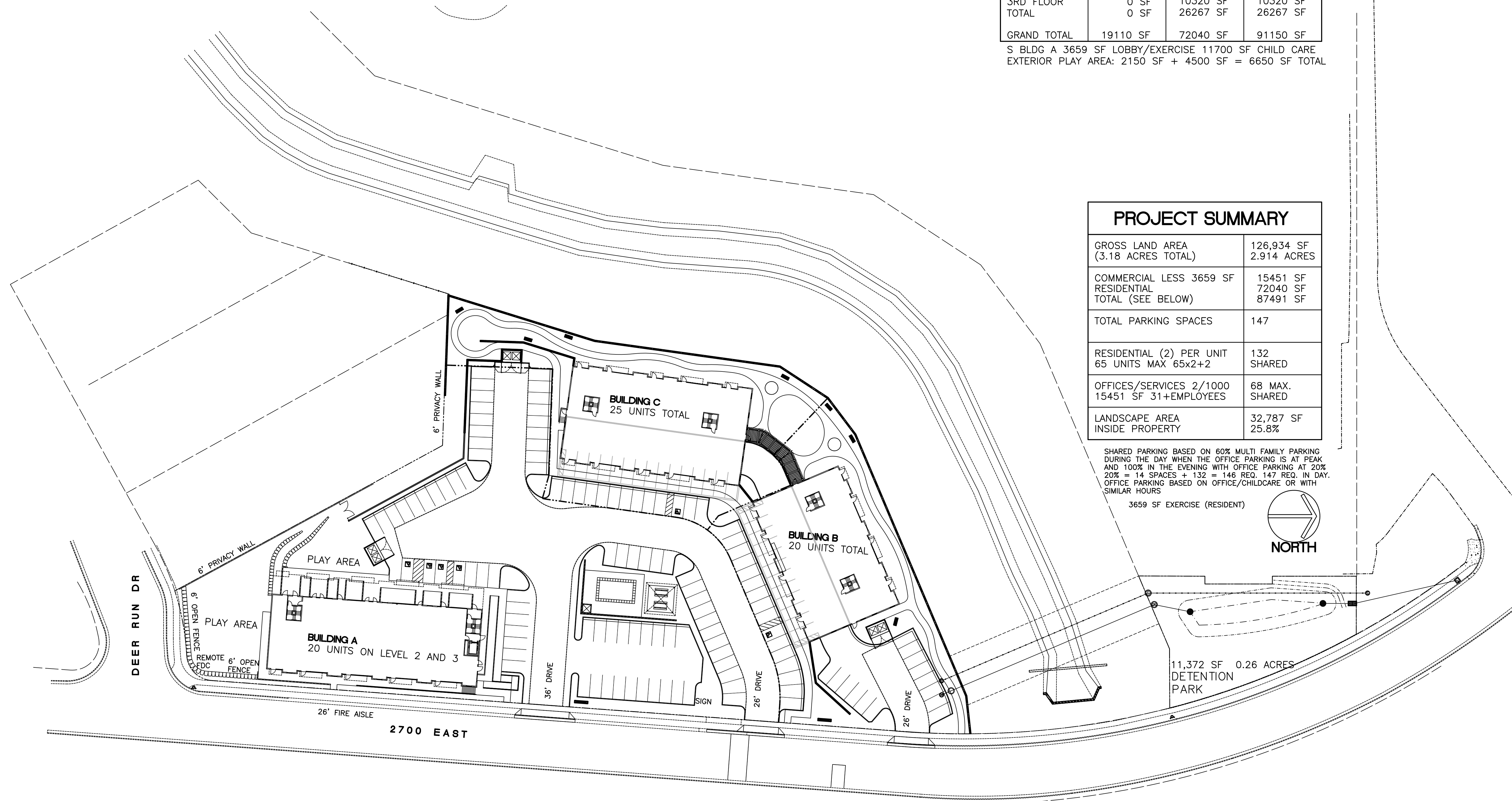
GROSS LAND AREA (3.18 ACRES TOTAL)	126,934 SF 2.914 ACRES
COMMERCIAL LESS 3659 SF RESIDENTIAL TOTAL (SEE BELOW)	15451 SF 72040 SF 87491 SF
TOTAL PARKING SPACES	147
RESIDENTIAL (2) PER UNIT 65 UNITS MAX 65x2+2	132 SHARED
OFFICES/SERVICES 2/1000 15451 SF 31+EMPLOYEES	68 MAX. SHARED
LANDSCAPE AREA INSIDE PROPERTY	32,787 SF 25.8%

SHARED PARKING BASED ON 60% MULTI FAMILY PARKING DURING THE DAY WHEN THE OFFICE PARKING IS AT PEAK AND 100% IN THE EVENING WITH OFFICE PARKING AT 20%
20% = 14 SPACES + 132 = 146 REQ. 147 REQ. IN DAY.
OFFICE PARKING BASED ON OFFICE/CHILDCARE OR WITH SIMILAR HOURS

3659 SF EXERCISE (RESIDENT)



11,372 SF 0.26 ACRES
DETENTION
PARK



DEER RUN INVESTMENTS, LLC

LOFTS AT DEER RUN

7870 SOUTH 2700 EAST
SOUTH WEBER, UTAH

SITE PLAN

SCALE: 1" = 40'-0"

SEPTEMBER 26, 2020
194001-A01-J026

DRAWINGS ARE BASED ON SURVEYS
BY GREAT BASIN ENG. AND CIVIL BY ENTELLUS.

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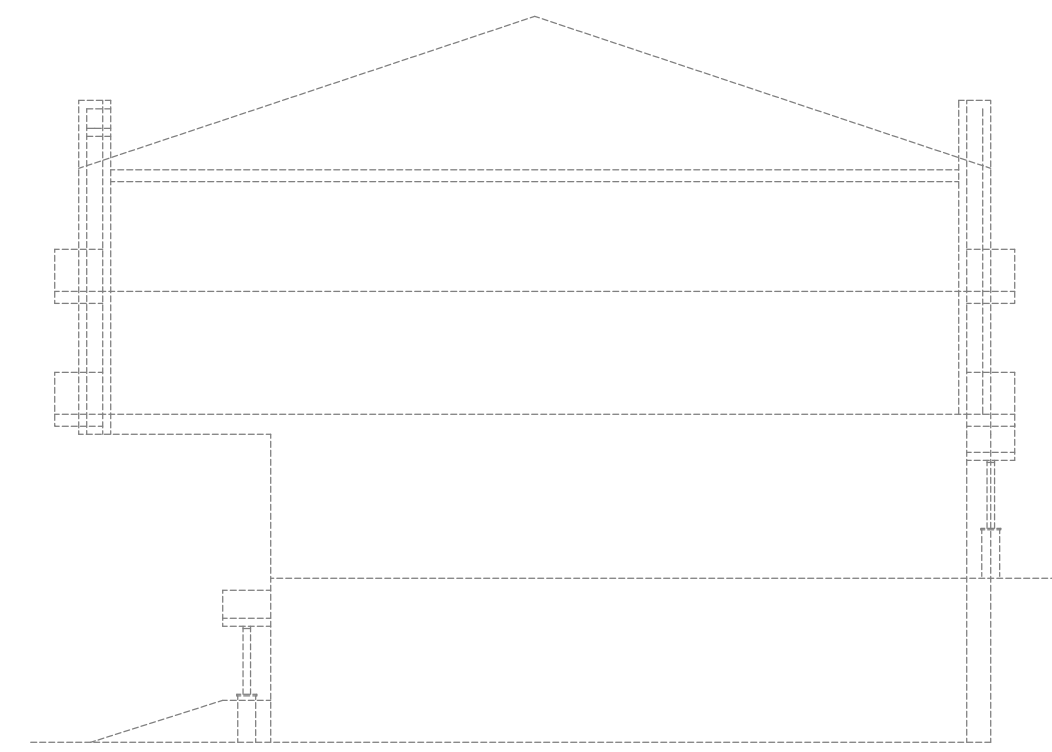
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SOUTH SECTION



NORTH ELEVATION



WEST ELEVATION

SOUTH BUILDING A



SOUTH ELEVATION

- ARCHITECTURAL ASPHALT
- SHAKE STYLE MAIN ROOFING
- PREFINISHED METAL ROOFING
- PREFINISHED METAL CAP FLASHING
- COLORED HARDY BOARD, SHINGLES
- HARRISTONE
- COLORED WINDOW FRAMES
- COLORED AWNINGS



EAST ELEVATION

SOUTH BUILDING A

LOFTS AT DEER RUN

7870 S. 2700 EAST
SOUTH WEBER, UTAH

EXTERIOR ELEVATIONS
EAST BUILDINGS

SCALE: 1/16" = 1'-0"

SEPTEMBER 26, 2020
194001-A31-J026a

ADDENDUM 1 TO DEVELOPMENT AGREEMENT

THIS ADDENDUM __1__ TO DEVELOPMENT AGREEMENT (the "Addendum") is made this ____ day of November, 2020 (the "Effective Date"), by and between DEER RUN INVESTMENTS, LLC, whose address is PO Box 540395, North Salt Lake, Utah 84054, (hereafter referred to as the "**Developer**"), and SOUTH WEBER CITY, a municipal corporation of the State of Utah, whose address is 1600 East South Weber Drive, South Weber, UT, 84405, (hereafter referred to as the "**City**").

WHEREAS, Developer and City entered into that certain Development Agreement for the Lofts at Deer Run in South Weber City (the "Agreement") dated the 27th day of June 2019; and

WHEREAS, after extensive comments and input from the City and Planning Commission, Developer has agreed to revise the site plan, to reduce the commercial & residential density on the site, amend the shared parking numbers in the Agreement as specified below; and

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into the operative provisions of the Agreement by reference.
2. Paragraph #6 of the Agreement shall be amended and restated in its entirety as follows: "**Density**. The Development will be limited to not more than 15,451 square feet of sellable commercial space and 65 residential units.
3. Paragraph #7 of the Agreement shall be amended and restated in its entirety as follows: "**Parking**. In order to accommodate the parking needs of both the residential and commercial users within the Development, there shall be at least one hundred and forty-seven (147) parking spaces. Of these spaces, there shall be one (1) space dedicated solely for each residential unit with the remaining spaces being shared by both commercial and residential occupants. In order to ensure parking requirements are followed, Developer agrees that future residents and commercial tenants/operators are made aware in writing of the dedicated and shared parking requirement. Signage and pavement marking must be provided designating a specific parking stall to each residential unit. Signage is not required for any remaining parking spaces.
4. Exhibit "B" to the Agreement is hereby amended, restated and replaced in its entirety with Exhibit "A" which is attached to this Addendum and incorporated herein. The Site Plan attached to this Addendum as Exhibit "A," with its accompanying number residential units (65), the amount of commercial space and number of parking stalls necessary to service the same (including a day-care facility), is hereby approved.
5. No Other Changes. No other alteration, change or amendment to the Contract has been made, discussed or contemplated by this Addendum.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date(s) indicated below.

“Developer”
DEER RUN INVESTMENTS, LLC

By _____

Title _____

Witness the hand of said grantors, this ___ day of _____, A.D. 2020.

Deer Run Investments, LLC

State of Utah)
) ss.
County of Davis)

On this ___ day of _____, A.D. 2020, personally appeared before me,
_____, the signer of the foregoing instrument, who duly
acknowledged that he/she is the _____ of Deer Run Investments, a Limited
Liability Company and signed said document in behalf of said Deer Run Investments, LLC by
Authority of its Bylaws or Resolution of its Board of Directors, and said
_____ acknowledged to me said Limited Liability Company
executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

NOTARY PUBLIC

Commission Expires:

“City”
SOUTH WEBER CITY

By _____
David Larson, City Manager

Attest: Lisa Smith, City Recorder

State of Utah)
) ss.
County of Davis)

Subscribed and sworn to before me on this _____ day of _____ 2020, by David
Larson.

WITNESS my hand and official seal the day and year in this certificate first above written,

NOTARY PUBLIC
Commission Expires:

September 15, 2020



TRANSPORTATION ENGINEERING

RE: Lofts at Deer Run Parking Analysis

The following analysis describes a shared parking analysis for the Lofts at Deer Run located on the northwest corner of Deer Run Drive and 2700 East (western frontage road of US 89) in South Weber, Utah. Parking requirements are mandated by the land use of a property. However, when multiple land uses are present, shared parking can be applied to reduce the demand for asphalt area and better utilize the property. For example, when retail is at its highest demand during the day, residential traffic is at work and therefore those spaces are available for the retail. In the evening, when residential demand is at its highest, the retail demand is lower. South Weber Parking code is found in Chapter 8 10-8-5.

The proposed site land uses includes:

- 65 residential units at 2 per unit +2 ($65 \times 2 + 2 = 132$)
- 15,451 sf of office/services at 2 per 1,000 sf + 1 per employee ($31 + 20 = 51$)

This equates to 183 spaces based on the City code.

The site is proposing 147 spaces.

Shared Parking Analysis

Shared Parking is defined as: Where multiple uses on one lot share the same off-street parking facilities, reduced total demand for parking spaces may result due to differences in parking demand for each use during the course of the day. Table One gives the seating and areas for each proposed land use types and the amount of parking to be provided for them based on normal parking demand calculations.

Lofts at Deer Run Parking Impact Analysis			
<i>Table One: Land Use and Total Parking Demand</i>			
Land Use	Area (sq. ft)	Parking Rate ¹	Requirement
Office /Service	15,451	2 per 1000 sf + 1 per employee	51 spaces
Residential	65 units	2/unit + 2	132 spaces
Total Parking Demand			183 spaces

Determining the total requirements for shared parking facilities requires calculating each applicable general land use category, calculate the number of spaces required for a use if it were the only use (refer to the schedule of minimum off-street parking requirements). Use those figures for each land use to calculate the number of spaces required for each time period for each use (6 time periods per use). For each time period, add the number of

spaces required for all applicable land uses to obtain a grand total for each of the six (6) time periods. Select the time period with the highest total parking requirement and use that total as the shared parking requirement.

Therefore if all space requirements occurred simultaneously the demand would equate to the maximum need of 183 spaces while 147 is proposed. However, if the demand does not occur simultaneously shared parking evaluation can be used to determine the maximum demand throughout the day for weekend and weekday land use.

Table Two shows the percentage of parking demand during various time periods for each land use and Table Three gives the amount of parking space required for each land use during the respective time periods.

Lofts at Deer Run Parking Impact Analysis						
Table Two: <i>Percentage of Parking Demand for Weekday and Weekend Time Periods</i>						
Land Use	Weekday			Weekend		
	Mid - 7:00 am	7:00 am-6:00 pm	6:00 pm – Mid	Mid - 7:00 am	7:00 am-6:00 pm	6:00 pm – Mid
Office/Services	5%	100%	5%	0%	5%	0%
Residential	100%	50%	80%	100%	75%	75%

It is shown in Table Three that the maximum amount of parking space required based on the Shared Parking analysis is 135 spaces and falls Midnight and 7:00 AM during any given week. City code would require 183 spaces. By providing 147 spaces, the parking demand is met by the shared parking analysis of 135 space demand.

Lofts at Deer Run Parking Impact Analysis						
Table Three: <i>Projected Parking Demand for Specific Land Use</i>						
Land Use	Weekday			Weekend		
	Mid - 7:00 am	7:00 am-6:00 pm	6:00 pm - Mid	Mid - 7:00 am	7:00 am-6:00 pm	6:00 pm – Mid
Office / Service (51)	3	51	3	0	3	0
Residential (132)	132	66	106	132	99	99
Totals	135	117	109	132	102	99

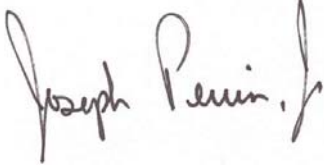
With the final proposed parking count at 147 spaces, this is 80.3% of City code. The complimentary land use of residential and office is what allows for the reduced parking demand due to the peak times being temporally separated. It must be noted that this analysis is based on standard shared parking analysis procedures for pre-Covid 19 traffic conditions and parking usage.

It should be noted that a portion of the office space will be a 154 child day care facility. Why this use is important is that these “parking spaces related to the day care” will only be used for an estimated 3 minutes during the AM and PM peak times during drop off and pick up. With 154 children and an average parking demand of 3 minutes, there is likely an average of 7.7 (8) spaces needed for the day care center during the peak

period (154 students/60 minutes*3 minutes = 7.7 vehicles at a time. Therefore, these spaces are available for other parking demand uses of the site indicating that even after the shared parking analysis, the site should have surplus parking through most of the day.

Please contact me with any questions.

Sincerely,
A-Trans Engineering

A handwritten signature in black ink that reads "Joseph Perrin, J." The signature is written in a cursive style with a large, looped initial 'J'.

Joseph Perrin, PhD, PE, PTOE
Principal



