

RESOLUTION 23-05

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING
THE PRELIM/FINAL PLAT AND OWNERSHIP/MAINTENANCE
AGREEMENT FOR WEBER PROPERTIES SUBDIVISION**

WHEREAS, an application for subdividing 16.43 acres at approximately 475 E 6650 S into 1 building lot was submitted by Kevin Schonscheck; and

WHEREAS, both the City Planner and the City Engineer have analyzed all forms presented and found all conditions of City Code met and relayed their findings to the Planning Commission; and

WHEREAS, The South Weber City Planning Commission held a public hearing for the subdivision on the 26th of January, 2023; and

WHEREAS, the Planning Commission reviewed all the supporting documents in an open public meeting on the 26th of January, 2023 and gave a favorable recommendation for approval by the City Council at the same hearing; and

WHEREAS, the City Council verified all reviews and recommendations in a public meeting on the 28th of February, 2023 and after thorough consideration approved the plat and ownership/maintenance agreement as presented;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:


Section 1. Approval: Preliminary/Final Plat for Weber Properties Subdivision located at approximately 475 E 6650 S is hereby approved as included in Exhibit 1.

Section 2. Approval: Agreement Regarding Ownership and Maintenance of Infrastructure and Landscaping as attach in Exhibit 2 is hereby approved.

Section 3: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 28th day of February 2023.

| | | |
|-------------------------------|-----|---------|
| Roll call vote is as follows: | | |
| Council Member Halverson | FOR | AGAINST |
| Council Member Petty | FOR | AGAINST |
| Council Member Soderquist | FOR | AGAINST |
| Council Member Alberts | FOR | AGAINST |
| Council Member Dills | FOR | AGAINST |


Rod Westbroek, Mayor




* **Attest:** Lisa Smith, Recorder

EXHIBIT 1

WEBER PROPERTIES PLAT

**EXHIBIT 2
AGREEMENT REGARDING
OWNERSHIP AND MAINTENANCE OF
INFRASTRUCTURE AND LANDSCAPING**

**AGREEMENT REGARDING OWNERSHIP AND MAINTENANCE
OF
INFRASTRUCTURE AND LANDSCAPING**

This Agreement (“Agreement”) is made and entered into this 28th day of February, 2023, (“Effective Date”) by and between **SOUTH WEBER CITY**, a Utah municipal corporation (“City”) and **SOUTH WEBER LLC**, a Limited Liability Company (“Developer”). City and Developer are hereafter referred to individually as “Party” or collectively as “Parties.”

RECITALS

- A. Developer owns or controls real property located within the City and more particularly described on **Exhibit “A”** (“Property”).
- B. Developer wishes to develop or otherwise improve the Property into a commercial development known as General RV (“Development”).
- C. City and Developer desire to clearly establish long-term maintenance obligations relating to public and private infrastructure (water, sewer, storm drain, irrigation, and landscaping) located on the Property.

AGREEMENT

NOW, THEREFORE, and in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, City and Developer do mutually agree as follows:

- 1. **Incorporation of Recitals and Exhibits.** The foregoing Recitals and all Exhibits referenced herein are hereby incorporated and made part of this Agreement.
- 2. **Definitions.** As used in this Agreement, the words and phrases specified below shall have the following meanings:
 - a. “City” means South Weber City;
 - b. “Developer” means South Weber LLC;
 - c. “Development” refers to the Developer’s project to develop or otherwise improve the Property into a commercial development known as General RV;
 - d. “Infrastructure” refers to water, sewer, storm drain/storm water, irrigation, and landscaping infrastructure located on the Property and shown on **Exhibit “B;”**
 - e. “Property” means approximately 17.97 acres of real property located in South Weber City and described in **Exhibit “A;”**

- f. “Right-of-Way” or “ROW” refers to the full public ownership of Old Fort Road and 475 East;
 - g. “Roadway” means the paved road area, including curb and gutter;
 - h. “Storm Water Facilities” refers to interior lines, manholes, inlet boxes, detention and retention basins, and discharge lines up to and including the outlet control structures;
3. **Responsibility for Infrastructure:** Ownership and rights to real property, including such public utility easements as exist presently or shall be necessary for the Development, shall be governed by the Plat and Development Agreement that will be recorded against the property at such time as the Development obtains formal approval from the City in accordance with state law and municipal ordinances. This agreement establishes ownership and responsibility for water, sewer, storm drain/storm water, irrigation, and landscaping infrastructure (“Infrastructure”) located on the Property as shown on **Exhibit “B”** and further defined as follows:
- a. **Water:**
 - i. City shall own the main line, tee, control valves at the two (2) connections servicing the Development, and the meter station.
 - ii. Developer shall own all interior lines, valves, fire hydrants, and services past the control valves in the Roadway.
 - b. **Sewer:**
 - i. The Central Weber Sewer Improvement District owns the main line and manholes in the Roadway.
 - ii. Developer shall own the service lateral, all interior lines, separator, and waste station dump.
 - c. **Storm Drain / Storm Water:**
 - i. City owns the main line, manholes, and inlet boxes in the Roadway.
 - ii. Developer shall own all interior lines, manholes, inlet boxes, detention and retention basins, and discharge lines up to and including the outlet control structures, hereinafter referred to as Storm Water Facilities.
 - d. **Landscaping/Walkways:**
 - i. Developer shall own all landscaping within the Property and on the north and east sides within the ROW.

- ii. City owns all walking paths, sidewalks, trailways and biking paths adjacent to and running along the ROW.
 - iii. City owns all monuments, signs and markers located within any landscaped areas adjacent to the ROW or any walking paths, sidewalks, trailways and biking paths owned by the City pursuant to Section 3(d)(ii) above.
- 4. **Operation:** Each Party shall have full and complete responsibility to operate the Infrastructure that it owns, as such ownership is indicated in **Exhibit “B”** and described in section two (2) of this Agreement. The Parties mutually agree to operate and maintain their respective Infrastructure and all other related facilities in a state of good repair and in good faith. The Parties agree not to intentionally alter or inhibit the intended function of the Infrastructure in a way that negatively impacts the Infrastructure owned and maintained by the other Party. If temporary adjustments to the Infrastructure are needed, the Parties agree to work together in a cooperative manner to the benefit of each Party.
 - a. **Culinary Water Service:** City will provide culinary water to the Development and invoice the Developer for the water used per City Code – Title 8 Water, Sewer, Storm Water and Drainage, Chapter 1 Water Use and Services.
 - b. **Misuse of Culinary Water:** Developer hereby acknowledges that water provided to the fire hydrants located on the Property are for public, fire protection purposes and shall not be used for any purpose other than providing fire protection to the Development and surrounding properties. The City has an obligation to protect its water resources by punishing any improper or illegal use as allowed by state law or city code.
- 5. **Maintenance and/or Repair:** For the purposes of this Agreement, the terms maintenance or repair are defined to include any work required to keep the Infrastructure located on the Development performing its designed functions and in good working condition in accordance with manufacturer’s recommendations, where such recommendations are applicable. Each Party, at its sole cost and expense, shall be responsible for completing any maintenance work required on all Infrastructure owned by that Party. The Parties shall perform such maintenance according to the following additional requirements:
 - a. **Culinary Water:**
 - i. The Developer shall provide the City twenty-four (24) hours’ notice if shut-off of service to the Development is required.
 - ii. Emergency or after-hours water-shut off shall be provided through the City’s on- call Public Works system.
 - iii. The Developer shall pay for all costs associated with repairs for water infrastructure owned by the Developer or damage caused by Developer.

- iv. Suspected Leak or Pipe Breakage. If the Developer or the City suspects a leak or defect in the water infrastructure owned by the Developer, the Developer agrees to repair said defect according to their responsibilities.
 - 1. Time Frame for Repair. Repair shall be completed within two (2) business days.
 - 2. Non-Emergency. In the event that such repair will require additional time, the Developer agrees to provide the City with a written plan for repair.
 - 3. Emergency. In the event of a major leak or a leak with the potential to cause damage to surrounding property, the responsible Party shall act immediately and notify the other Party within twenty-four (24) hours.
 - 4. Catastrophic Disaster. In the event of a catastrophic disaster, the City shall cooperate with the Developer to continue to furnish water to the Development. However, the City will fulfill its obligations to its citizens before water will be delivered to the Development.
 - 5. Enforcement. The City is hereby authorized to shut off water service to the Development for any non-compliance with the repair of leaks or pipe breakage, after reasonable notice has been provided depending on the nature and magnitude of the leak or breakage.

b. **Sewer:**

- i. The Developer agrees to inspect and clean its sewer lines, separator, and waste station dump as often as is necessary to keep them in good working order.
- ii. If, as a result of video inspection, it is discovered that groundwater is infiltrating through leaks in the piping or other system facilities, the Developer shall promptly repair such leaks. Groundwater shall not be pumped or drained into sewer collection system through any other means.

c. **Storm Drain / Storm Water:** The City is authorized and required to regulate and control the disposition of storm and surface waters within the Small Municipal Separate Storm Sewer System, also known as the South Weber City Storm Drain System, (“Small MS4”), as set forth in the South Weber City Storm Water Ordinance, as amended, adopted pursuant to the Utah Water Quality Act, as set forth in *Utah Code Ann.* §§ 19-5- 101, *et seq.*, as amended (“Act”).

- i. Annual Inspection and Maintenance Report Required: The Developer shall, at its sole cost and expense, inspect all their storm drain facilities and submit an inspection report and certification to the City annually. The annual inspection shall cover all aspects of the Storm Water Facilities, including, but not limited to, the parking lots, structural improvements (*e.g.*, oil/water separators, underground infiltration galleries, and underground detention basins), berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are

operating as designed to protect water quality. The annual inspection report and certification shall be due by June 30th of each year and shall be on forms acceptable to the City. Inspections shall be performed by qualified personnel.

- ii. City Oversight Inspection Authority: The Developer hereby grants permission to the City, its authorized agents, or employees, to enter upon the Development and to inspect the Storm Water Facilities upon reasonable notice to the Developer or other on-site operator. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Storm Water Facilities are being adequately operated and maintained to meet the intent of the design, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and manufacturer's recommendations, where applicable.
- iii. Notice of Deficiencies: If the City finds that the Storm Water Facilities contain any defects or are not being maintained adequately, the City shall send Developer written notice of the defects or deficiencies and provide Developer with a reasonable time, but not less than thirty (30) days, to cure such defects or deficiencies. Such notice shall be confirmed delivery to the Developer or sent certified mail to the Developer at the address listed in Section 12 of this Agreement.
 1. In the event the Developer fails to adequately maintain the Storm Water Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided in the above paragraph and failure to cure, then the City shall send a second notice to the Developer. Upon Developer's failure to cure or correct within thirty (30) days following the second notice, the City may issue a Citation punishable as a Misdemeanor in addition to any State or EPA fine.
 2. Upon the expiration of the thirty (30) days following the second notice, if the Developer fails to cure defects or deficiencies, the City shall have the authority to perform, or have performed, the necessary maintenance or corrective actions. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Storm Water Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in addition to and not in lieu of any and all equitable remedies available to the City as provided by law for Developer's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

d. Landscaping:

- i. Developer may allow existing natural vegetation to remain along the

Interstate 84 right-of-way. Developer shall maintain all other vegetation on the Property so as not to create a risk of a natural or manmade fire, not to obstruct Roadway traffic or signs, and not to attract nuisance wildlife (e.g., rats, mice, lizards, snakes, insects, and spiders).

ii. Developer is responsible for maintaining all landscaping within the Development with secondary water, provided by the South Weber Irrigation Company. Culinary water will not be allowed to be used for landscaping irrigation purposes.

iii. Except as provided in Section 3(d)(ii)-(iii) above, Developer is responsible for maintaining all landscaping within the ROW along their property frontage.

iv. City shall monitor the landscaping and enforce violations as outlined in City Code Title 1 Administration, Chapter 10 Administrative Code Enforcement.

e. **Recovery of Costs:** In the event the City, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or for labor, use of equipment, supplies, materials, and the like related to correction of leaks, defects or deficiencies caused by Developer or pertaining to Infrastructure owned by Developer, the Developer shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Developer shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments. City reserves the right to file a lien on the Property in the event of non-payment.

6. **Replacement:** For the purposes of this Agreement, Replacement shall be defined as any work associated with the removal and/or replacement of any portion of the on-site water, sewer, storm drain / storm water, irrigation, or landscaping facility or appurtenance associated with the Development as shown in **Exhibit "B."** Costs associated with removal and/or replacement shall be borne solely by the owner of the facility as defined in Section 3 above.

7. **Limitations:** Except as outlined by this Agreement or by agreement separate from this, neither Party assumes any responsibility to inspect, install, operate or otherwise maintain the other Party's facilities. Further, this Agreement does not impose on either Party any duty, fees, inspections, or any other types of activity outside the scope of this Agreement.

8. **Successors and Assigns:**

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

- b. **Assignment:** Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any other Party, individual, or entity without assigning the rights as well as responsibilities under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld. Any such request for assignment shall be made in writing, and written consent of the City evidenced.

- 9. **Default:** In the event either Party fails to perform its obligations hereunder or to comply with the terms and commitments hereof, within thirty (30) days after having been given written notice or default from the other Party, the non-defaulting Party may, at its election, have the following remedies, which shall be cumulative:
 - a. All rights and remedies available at law and in equity, including but not limited to injunctive relief, specific performance, and/or damages;
 - b. To cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and
 - c. The right to withhold all further approvals, licenses, permits, or other rights associated with any activity or development described in this Agreement until such default is cured.

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

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

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

Developer: South Weber LLC
25000 Assembly Park
Wixom, MI 48393

City: South Weber City Attn: City Manager
1600 E. South Weber Drive
South Weber, UT 84405

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

13. General Terms and Conditions:

- a. **Amendments:** Any alterations or change to this Agreement shall be made only after complying with any applicable notice and hearing provisions of MLUDMA and applicable provisions of City Laws.
- b. **Term and Renewal:** Notwithstanding anything to the contrary in this Agreement, the obligations set forth in the Agreement shall remain in effect without limitation as to time.
- c. **Agreement to Run with the Land:** This Agreement shall be recorded in the office of the Davis County Recorder against the Development and is intended to and shall be deemed to run with the land and shall be binding on and inure to the benefits of the Parties hereto and their respective successors and assigns. This Agreement shall be constructed in accordance with the City Laws. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Davis County, Utah.
- d. **Legal Representation:** Each of the Parties hereto acknowledge that they each have been represented by legal counsel in negotiating this Agreement and that no Party shall have been deemed to have been the drafter of this Agreement.
- e. **Non-Liability of City Officials:** No officer, representative, agent, or employee of the City shall be personally liable to any other Party hereto or any successor in interest or assignee of such Party in the event of any default or breach by the defaulting Party, or for any amount which may become due the non-defaulting Party, its successors or assigns, or for any obligation arising under the terms of this Agreement.
- f. **Entire Agreement.** This Agreement, together with the exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and superseded all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.
- g. **No-Third Party Rights:** The obligations of the Parties are set forth in this Agreement shall not create any rights in or obligations to any person or parties other than the Parties named herein. The Parties alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.
- h. **Force Majeure:** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes thereof, acts of nature, government restrictions, regulations or controls, judicial orders, enemy or hostile government actions, war, civil commotions, fire, floods, earthquakes or other casualties or other causes beyond the reasonable control of the Party obligated to

perform hereunder, shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage. Any Party seeking relief under the provisions of this paragraph must have noticed the other Party in writing of a force majeure event within thirty (30) days following occurrence of the claimed force majeure event.

- i. **Severability:** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
- j. **Waiver:** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provisions regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.
- k. **Governing Law:** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.
- l. **Exhibits:** Any exhibit to this Agreement is incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit.

[Signatures to follow]

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

“Developer”
SOUTH WEBER LLC

By: _____

Title: _____

State of Utah)
) ss.
County of Davis)

On this _____ day of 2023, personally appeared before me, _____, the signer of the foregoing instrument, who duly acknowledged that he/she is the _____ of South Weber 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 by hand and official seal the day and year of this certificate first above written.

NOTARY PUBLIC
Commission Expires:

[Further signatures and acknowledgements to follow]

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

“City”
SOUTH WEBER CITY, a Utah municipal corporation

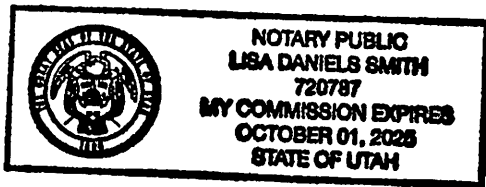
By: [Signature]

Title: City Manager David Larson

State of Utah)
) ss.
County of Davis)

On this 28th day of Feb. 2023, personally appeared before me, David Larson, the signer of the foregoing instrument, who duly acknowledged that he/she is City Manager of the South Weber City, a Utah municipal corporation, and said David Larson acknowledged to me he/she is duly authorized and said City executed the same.

WITNESS by hand and official seal the day and year of this certificate first above written.



[Signature]
NOTARY PUBLIC
Commission Expires: 10-01-2025

EXHIBIT A

PROPERTY BOUNDARY DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 28, THE NORTHEAST QUARTER OF SECTION 29, THE SOUTHEAST QUARTER OF SECTION 20 AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, BEING LOCATED NORTH 89°07'40" WEST 108.08 FEET (BASIS OF BEARING BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29 WHICH BEARS NORTH 89°07'40" WEST NAD 83 STATE PLANE GRID BEARING) FROM THE NORTHEAST QUARTER OF SAID SECTION, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF 475 EAST; RUNNING THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 00°29'39" EAST 31.52 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 10°30'37" EAST 550.17 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 84; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 69°00'40" EAST 764.48 FEET; (2) SOUTH 54°14'40" EAST 249.65 FEET; (3) SOUTH 61°40'56" EAST 199.87 FEET; (4) SOUTH 52°09'21" EAST 151.07 FEET; THENCE SOUTH 82°57'31" WEST 196.36 FEET; THENCE SOUTH 07°07'49" EAST 198.86 FEET; THENCE SOUTH 50°41'10" EAST 22.70 FEET; THENCE SOUTH 07°02'29" EAST 114.17 FEET TO THE RIGHT-OF-WAY LINE OF OLD FORT ROAD; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: (1) NORTH 85°35'49" WEST 889.13 FEET; (2) ALONG THE ARC OF A CURVE TO THE RIGHT 466.96 FEET, HAVING A RADIUS OF 311.00 FEET, A CENTRAL ANGLE OF 86°01'41", AND WHICH CHORD BEARS NORTH 42°34'59" WEST 424.31 FEET; (3) NORTH 02°29'39" EAST 3.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 17.97 ACRES.



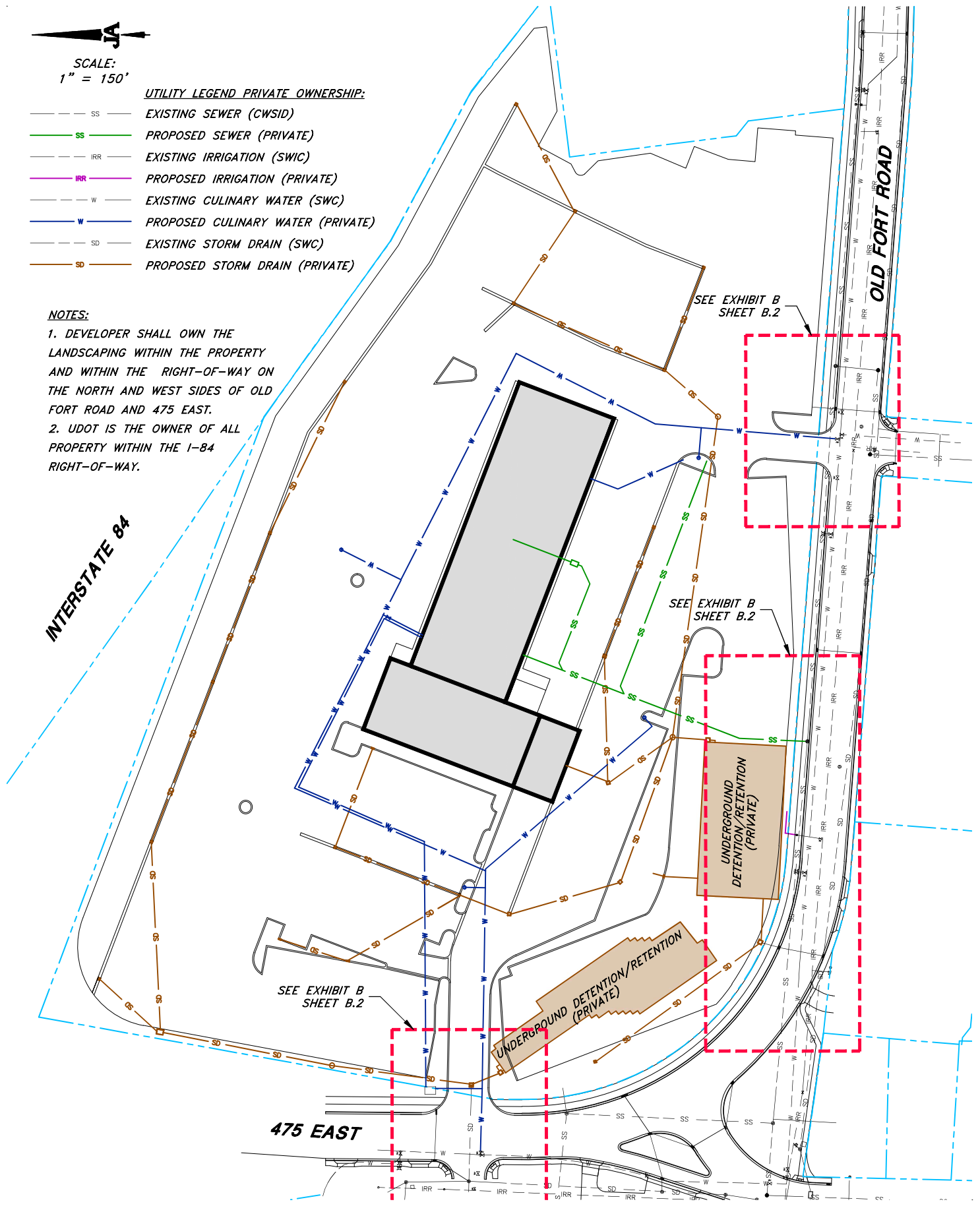
SCALE:
1" = 150'

UTILITY LEGEND PRIVATE OWNERSHIP:

- SS --- EXISTING SEWER (CWSID)
- SS --- PROPOSED SEWER (PRIVATE)
- IRR --- EXISTING IRRIGATION (SWC)
- IRR --- PROPOSED IRRIGATION (PRIVATE)
- W --- EXISTING CULINARY WATER (SWC)
- W --- PROPOSED CULINARY WATER (PRIVATE)
- SD --- EXISTING STORM DRAIN (SWC)
- SD --- PROPOSED STORM DRAIN (PRIVATE)

NOTES:

1. DEVELOPER SHALL OWN THE LANDSCAPING WITHIN THE PROPERTY AND WITHIN THE RIGHT-OF-WAY ON THE NORTH AND WEST SIDES OF OLD FORT ROAD AND 475 EAST.
2. UDOT IS THE OWNER OF ALL PROPERTY WITHIN THE I-84 RIGHT-OF-WAY.



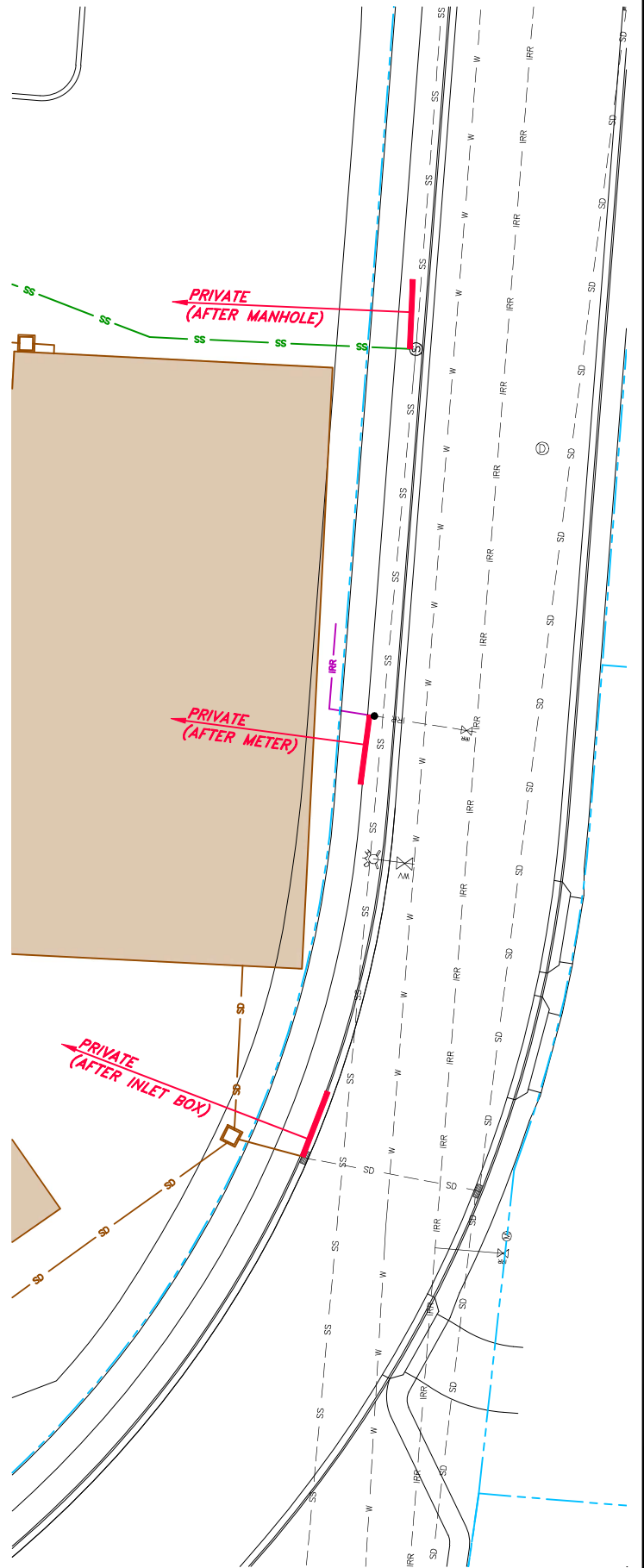
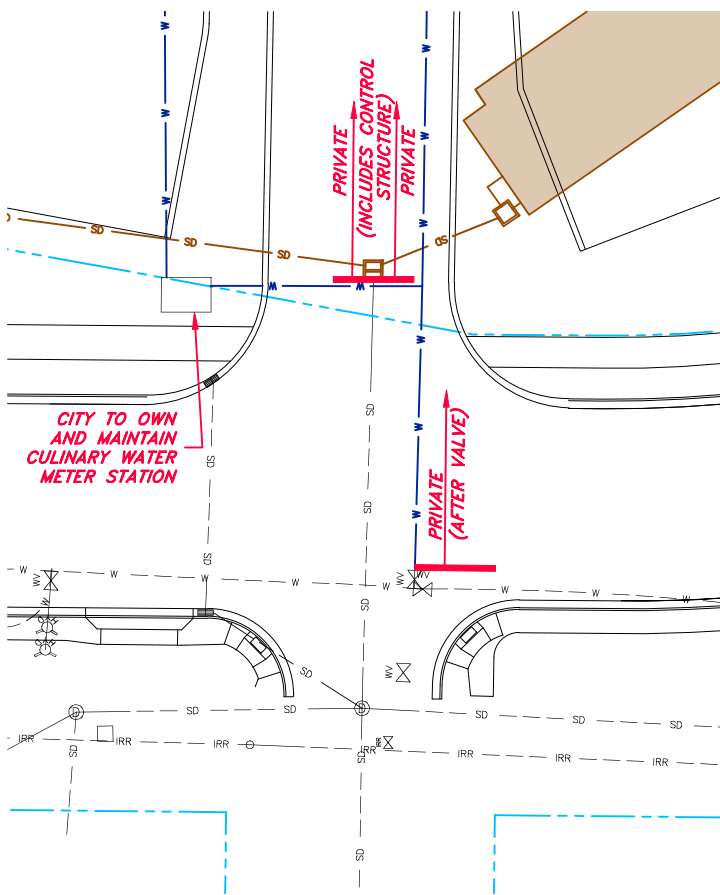
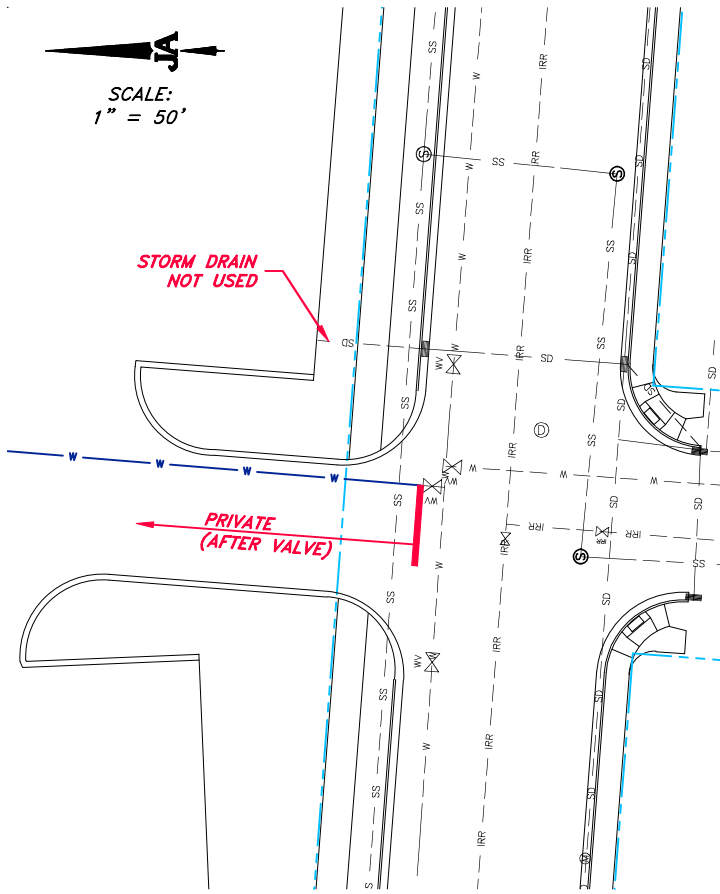
CONSULTING ENGINEERS
 6080 Fashion Point Drive South Ogden, Utah 84403
 (801) 476-9767 www.jonescivil.com

OWNERSHIP AND MAINTENANCE AGREEMENT
OVERALL OWNERSHIP EXHIBIT
EXHIBIT B

SHEET:
B.1
 OF 1 SHEETS
 0



SCALE:
1" = 50'



CONSULTING ENGINEERS

6080 Fashion Point Drive South Ogden, Utah 84403

(801) 476-9767 www.jonescivil.com

OWNERSHIP AND MAINTENANCE AGREEMENT

OWNERSHIP DETAIL

EXHIBIT B

SHEET:

B.2

OF 1 SHEETS

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