

**RESOLUTION 23-20**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL  
APPROVING THE FINAL PLAT AND AGREEMENT REGARDING  
OWNERSHIP AND MAINTENANCE OF INFRASTRUCTURE  
FOR DEER RUN TOWNHOMES SUBDIVISION**

**WHEREAS**, an application for subdividing 3.175 acres at approximately 7870 S 2700 E into 35 townhomes was submitted by Deer Run Investments; and

**WHEREAS**, both the Community Services Director 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 preliminary plan on the 9<sup>th</sup> of February, 2023; and

**WHEREAS**, the Planning Commission reviewed both the plat and the Agreement Regarding Ownership and Maintenance of Infrastructure in an open public meeting on the 11<sup>th</sup> of May, 2023 and gave a favorable recommendation for approval by the City Council at the same hearing with some additional requirements; and

**WHEREAS**, the City Council verified all reviews and recommendations in a public meeting on the 13<sup>th</sup> of June, 2023 and after thorough consideration approved the plat and 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:** Final Plat for phases 1 through 5 in Exhibits 1 through 5 and Agreement Regarding Ownership and Maintenance of Infrastructure and Landscaping in Exhibit 6 for Deer Run Townhomes Subdivision located at approximately 7870 S 2700 E are hereby approved.

**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.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 13<sup>th</sup> day of June 2023.

Roll call vote is as follows:		
Council Member Halverson	<input checked="" type="radio"/>	AGAINST
Council Member Petty	<input checked="" type="radio"/>	AGAINST
Council Member Soderquist	<input checked="" type="radio"/>	AGAINST
Council Member Alberts	<input checked="" type="radio"/>	AGAINST
Council Member Dills	<input checked="" type="radio"/>	AGAINST

  
Rod Westbroek, Mayor



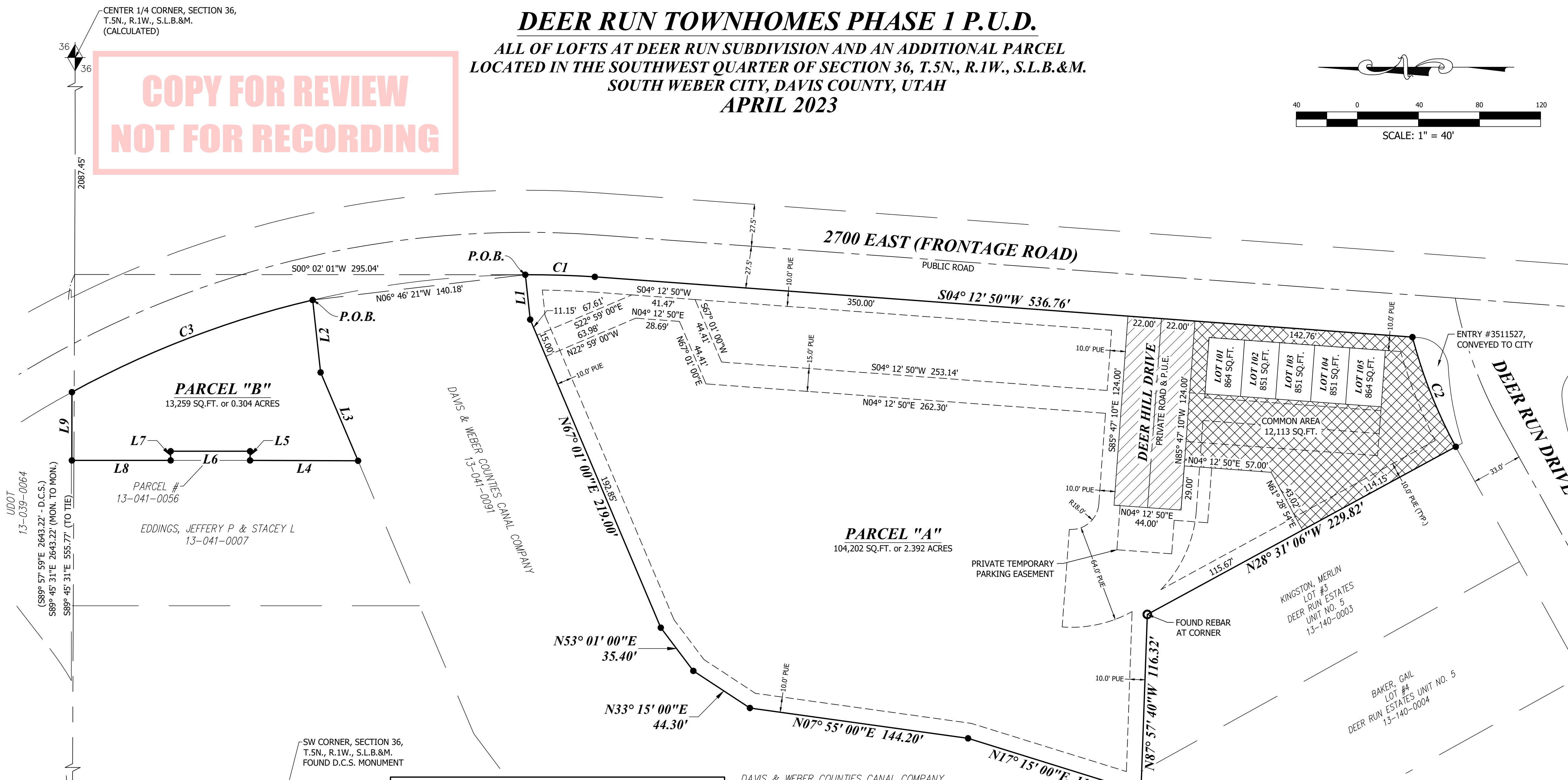
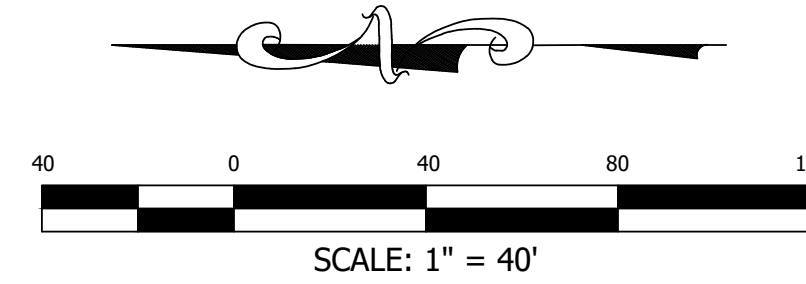
  
Attest: Lisa Smith, Recorder

**EXHIBIT 1**  
**DEER RUN TOWNHOMES PLAT**  
**PHASE 1**



**DEER RUN TOWNHOMES PHASE 1 P.U.D.**  
**ALL OF LOFTS AT DEER RUN SUBDIVISION AND AN ADDITIONAL PARCEL**  
**LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, T.5N., R.1W., S.L.B.&M.**  
**SOUTH WEBER CITY, DAVIS COUNTY, UTAH**  
**APRIL 2023**

**COPY FOR REVIEW**  
**NOT FOR RECORDING**



**Line Table**

LINE #	DIRECTION	LENGTH
L1	N83° 46' 00"E	29.50'
L2	S83° 46' 00"W	47.65'
L3	S67° 01' 00"W	62.83'
L4	N00° 11' 51"E	70.70'
L5	N90° 00' 00"E	6.00'
L6	N00° 00' 00"E	52.00'
L7	S90° 00' 00"W	6.00'
L8	N00° 00' 00"E	64.67'
L9	S89° 58' 06"E	44.68'

**CURVE TABLE**

CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	626.80'	45.54'	004° 09' 47"	S01° 43' 45"W	45.53
C2	318.17'	77.32'	013° 55' 26"	S68° 26' 37"W	77.13
C3	626.80'	169.29'	015° 28' 29"	N20° 55' 48"W	168.78

**LEGEND**

PROPERTY LINE \_\_\_\_\_

LOT LINE \_\_\_\_\_

ADJACENT PROPERTY \_\_\_\_\_

ROAD CENTERLINE \_\_\_\_\_

SECTION LINE \_\_\_\_\_

TIE TO MONUMENT \_\_\_\_\_

EASEMENT LINE - - - - -

RECORD CALLS ( )

TO BE SET 5/8" REBAR WITH "ENTELLUS" CAP, AT CORNER (UNLESS OTHERWISE NOTED) ●

FOUND PROPERTY MARKER (AS NOTED) ○

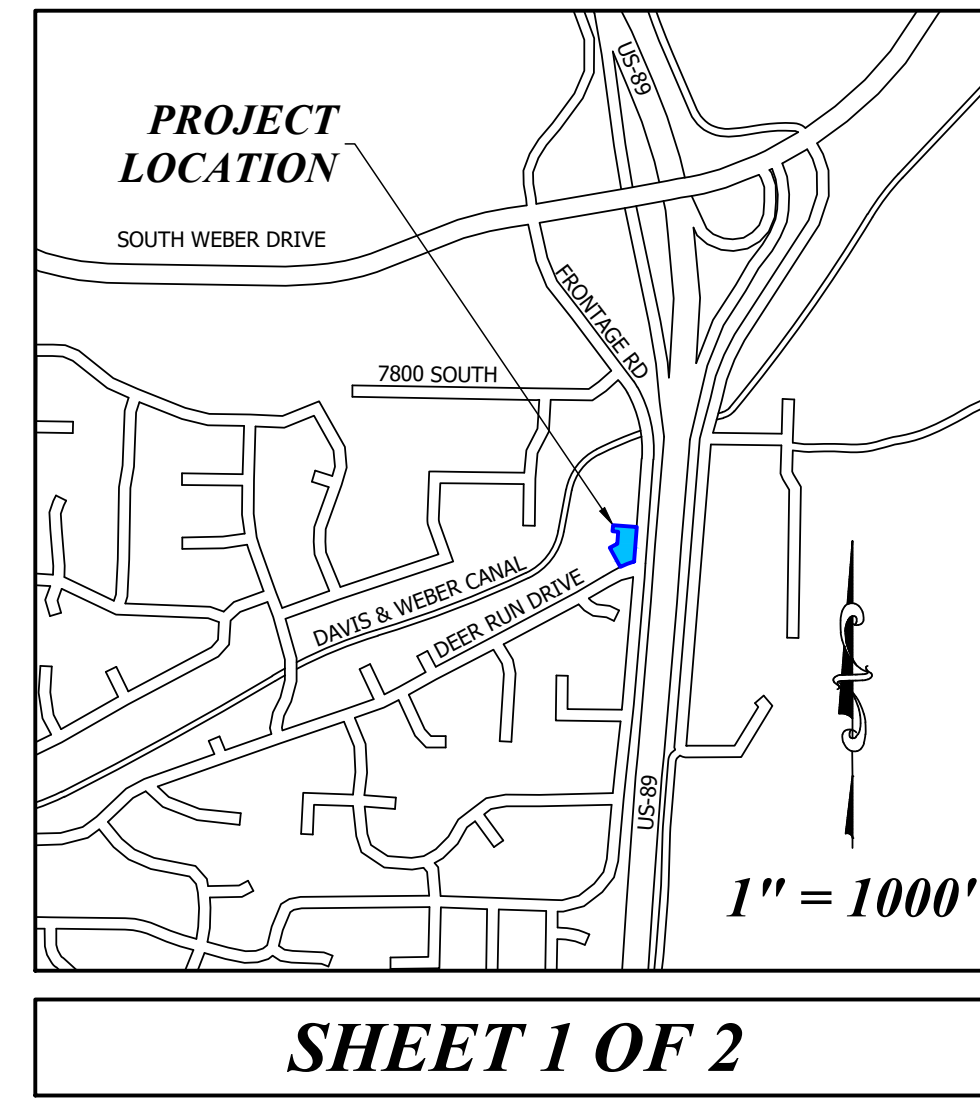
**AREA TABULATION**

PARCEL "A"	104,202 SQ.FT.
PARCEL "B"	13,259 SQ.FT.
PRIVATE ROAD WITH P.U.E.	5,456 SQ.FT.
PRIVATE LOTS	4,281 SQ.FT.
OPEN SPACE	12,113 SQ.FT.

**PROPERTY LEGEND**

	PRIVATE ROAD
	COMMON AREA
	PRIVATE LOT

- NOTES**
- THE BASIS OF BEARINGS IS NORTH 00°06'07" EAST 2637.36 FEET FROM THE SOUTHWEST CORNER TO THE WEST QUARTER CORNER OF SAID SECTION 36. THE DAVIS COUNTY SURVEYOR'S MEASURED GROUND COURSE (D.C.S.) IS NORTH 00°06'21" WEST 2637.20 FEET.
  - THE STATE PLANE BEARING ALONG THE BASIS OF BEARINGS IS NORTH 00°14'31" EAST (D.C.S.) CALCULATED WITH NAD83 STATE PLANE COORDINATES IN THE UTAH NORTH ZONE.
  - PARCEL "A" IS A PRIVATE LOT RESERVED FOR FUTURE DEVELOPMENT.
  - PARCEL "B" AND OTHER OPEN SPACE ARE COMMON AREAS MANAGED BY THE HOA.
  - ALL OF PARCEL "B" IS ALSO A PUBLIC DRAINAGE EASEMENT.
  - DEER HILL DRIVE IS A PUBLIC UTILITY EASEMENT (P.U.E.).
  - COMMON DRIVEWAYS AND PRIVATE ROADS ARE ALSO FIRE ACCESS EASEMENTS.
  - THE TEMPORARY PARKING EASEMENT WITHIN PARCEL "A" IS DEDICATED AS A NON-EXCLUSIVE, TEMPORARY EASEMENT FOR PARKING WITHIN THIS DEVELOPMENT, TO BE VACATED IN A FUTURE PHASE AT SUCH TIME THAT DEER HILL DRIVE IS EXTENDED.
  - SEE SHEET 2 FOR DETAILED DIMENSIONS OF THE LOTS, PRIVATE ROAD, AND COMMON AREA IN THE SOUTHERLY PORTION OF THE SUBDIVISION.
  - PART OF LOT 1, LOFTS AT DEER RUN, WAS CONVEYED TO SOUTH WEBER CITY OVER DEER RUN DRIVE AS ENTRY #3511527, DAVIS COUNTY RECORDER. THIS PORTION OF LOT 1 HAD BEEN DEDICATED TO THE CITY AS PART OF DEER RUN ESTATES UNIT #5 SUBDIVISION AND WAS DEDICATED IN ERROR ON THE LOFTS OF DEER RUN PLAT.



**UTILITY APPROVAL**

DOMINION ENERGY \_\_\_\_\_ DATE: \_\_\_\_\_

ROCKY MOUNTAIN POWER: \_\_\_\_\_ DATE: \_\_\_\_\_

**DEVELOPER**  
**DEER RUN INVESTMENTS, LLC**  
**JOSEPH COOK**  
**P.O. BOX 1451**  
**BOUNTIFUL, UTAH 84011**  
**801-330-7713**  
**sunsetbuilders11@gmail.com**

**SOUTH WEBER CITY COUNCIL**

PRESENTED TO THE SOUTH WEBER CITY COUNCIL THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

\_\_\_\_\_ ATTEST: \_\_\_\_\_ CITY RECORDER

**SOUTH WEBER CITY PLANNING COMMISSION**

APPROVED BY THE SOUTH WEBER CITY PLANNING COMMISSION ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_ CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

**SOUTH WEBER CITY ENGINEER**

I 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

**SOUTH WEBER CITY ATTORNEY'S OFFICE**

APPROVED BY THE SOUTH WEBER CITY ATTORNEY THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_ SOUTH WEBER CITY ATTORNEY

**DAVIS COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_ FILED FOR RECORD AND RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ IN BOOK PAGE \_\_\_\_\_, COUNTY RECORDER \_\_\_\_\_ BY \_\_\_\_\_ DEPUTY

**SURVEYOR'S CERTIFICATE**

I, JEREMIAH R. CUNNINGHAM, A PROFESSIONAL LAND SURVEYOR, CERTIFY THAT I HOLD CERTIFICATE NO. 9182497 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT, THAT AN ACCURATE SURVEY OF THE PROPERTY DESCRIBED HEREON HAS BEEN COMPLETED, IN ACCORDANCE WITH UTAH CODE SECTION 17-23-17, AND THAT I HAVE VERIFIED ALL MEASUREMENTS. I CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE PLACED MONUMENTS ON THE GROUND, AS REPRESENTED ON THIS PLAT, AND THAT THE PROPERTY SHOWN ON THIS PLAT AND DESCRIBED HERewith SHALL BE SUBDIVIDED INTO LOTS HEREAFTER TO BE KNOWN AS DEER RUN TOWNHOMES PHASE 1 P.U.D.

JEREMIAH R. CUNNINGHAM      UT#9182497

**BOUNDARY DESCRIPTION**

PART OF LOT 1 AND ALL OF PARCEL "A", LOFTS AT DEER RUN (ENTRY #3487887, DAVIS COUNTY RECORDER [D.C.R.]), AND AN ADDITIONAL PARCEL, LOCATED IN THE WEST HALF OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE DAVIS AND WEBER CANAL, AND THE WEST RIGHT-OF-WAY LINE OF 2700 EAST STREET, SAID POINT BEING SOUTH 89°45'31" EAST 555.77 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 00°02'01" WEST 295.04 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 36, AND RUNNING THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTHERLY 45.54 FEET ALONG THE ARC OF A 626.80-FOOT-RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE EQUALS 04°09'47" CHORD BEARS SOUTH 01°43'45" WEST 45.53 FEET); (2) SOUTH 04°12'50" WEST 536.76 FEET TO THE NORTH RIGHT-OF-WAY LINE OF DEER RUN DRIVE; THENCE SOUTHWESTERLY 77.32 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG A NON-TANGENT, 318.165-FOOT-RADIUS CURVE TO THE LEFT (CENTRAL ANGLE EQUALS 13°55'26" AND CHORD BEARS SOUTH 68°26'37" WEST 77.13 FEET) TO THE EAST LINE OF LOT 3, DEER RUN ESTATES UNIT NO. 5 SUBDIVISION (ENTRY #726472, D.C.R.); THENCE NORTH 28°31'06" WEST 229.82 FEET ALONG THE EAST LOT LINE TO THE NORTHEAST CORNER OF SAID LOT 3, MARKED BY A REBAR WITH NO CAP; THENCE NORTH 87°57'40" WEST 116.32 FEET ALONG THE NORTH LINE OF SAID DEER RUN ESTATES UNIT NO. 5 SUBDIVISION TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CANAL; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES: (1) NORTH 17°15'00" EAST 118.53 FEET; (2) NORTH 07°55'00" EAST 144.20 FEET; (3) NORTH 33°15'00" EAST 44.30 FEET; (4) NORTH 53°01'00" EAST 35.40 FEET; (5) NORTH 67°01'00" EAST 219.00 FEET; (6) NORTH 83°46'00" EAST 29.50 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE FRONTAGE ROAD AND TO THE POINT OF BEGINNING.

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE DAVIS AND WEBER CANAL, AND THE WEST RIGHT-OF-WAY LINE OF 2700 EAST STREET, SAID POINT BEING SOUTH 89°45'31" EAST 555.77 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 00°02'01" WEST 295.04 FEET AND NORTH 06°46'21" WEST 140.18 FEET FROM SAID WEST QUARTER CORNER OF SECTION 36 AND RUNNING THENCE SOUTH 83°46'00" WEST (SOUTH 83°21'47" WEST, BY RECORD) 47.65 FEET ALONG SAID NORTHERLY LINE; THENCE SOUTH 67°01'00" WEST 62.83 FEET (SOUTH 66°36'47" WEST 63.92 FEET, BY RECORD) ALONG SAID NORTHERLY LINE; THENCE NORTH 00°11'51" EAST 70.70 FEET (NORTH 71.41 FEET, BY RECORD); THENCE NORTH 90°00'00" EAST 6.00 FEET; THENCE NORTH 00°00'00" EAST 52.00 FEET; THENCE SOUTH 90°00'00" WEST 6.00 FEET; THENCE NORTH 00°00'00" EAST 64.67 FEET; THENCE SOUTH 89°58'06" EAST 44.68 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID FRONTAGE ROAD; THENCE SOUTHEASTERLY 169.29 FEET ALONG SAID WEST RIGHT-OF-WAY LINE AND ALONG THE ARC OF A NON-TANGENT, 626.80-FOOT-RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE EQUALS 15°28'29" AND CHORD BEARS SOUTH 20°55'48" EAST 168.78 FEET) TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE DAVIS AND WEBER CANAL AND TO THE POINT OF BEGINNING.

WHOLE PARCEL CONTAINS 3.198 ACRES.

**OWNER'S DEDICATION**

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE DEDICATED AS PRIVATE LOTS, PRIVATE ROADS, COMMON AREA, AND EASEMENTS. HEREAFTER TO BE KNOWN AS DEER RUN TOWNHOMES PHASE 1 P.U.D., DO HEREBY DEDICATE FOR PUBLIC ACCESS, ALL EASEMENTS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC ACCESS, AND DO DEDICATE ALL OTHER EASEMENTS SHOWN HEREON AS GENERAL UTILITY EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AS MAY BE AUTHORIZED BY SOUTH WEBER CITY, SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

JOSEPH M. COOK - MANAGER  
 DEER RUN INVESTMENTS, LLC

**L.L.C. ACKNOWLEDGMENT**

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, THERE PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, JOSEPH M. COOK, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS A MEMBER OF THE DEER RUN INVESTMENTS, L.L.C., AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID L.L.C. BY A RESOLUTION OF ITS MEMBERS AND ACKNOWLEDGED TO ME THAT SAID L.L.C. EXECUTED THE SAME.

NOTARY PUBLIC: \_\_\_\_\_

RESIDENCE: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**NARRATIVE**

THE PURPOSE OF THIS PLAT IS TO CONSOLIDATE PROPERTIES INTO PRIVATE LOTS, A PRIVATE ROAD, AND OPEN SPACE. PARCEL "A" IS A PRIVATE LOT RESERVED FOR FUTURE DEVELOPMENT. THE BASIS OF BEARING IS SET ALONG THE SECTION LINE MONUMENTS, AS SHOWN. BEARINGS ALONG THE SECTION LINE WERE ROTATED FROM THE D.C.S. BASIS TO MATCH BEARINGS AND CORNER MARKERS THAT WERE SET PREVIOUSLY FOR THIS PARCEL AS PART OF A SURVEY BY GREAT BASIN ENGINEERING.



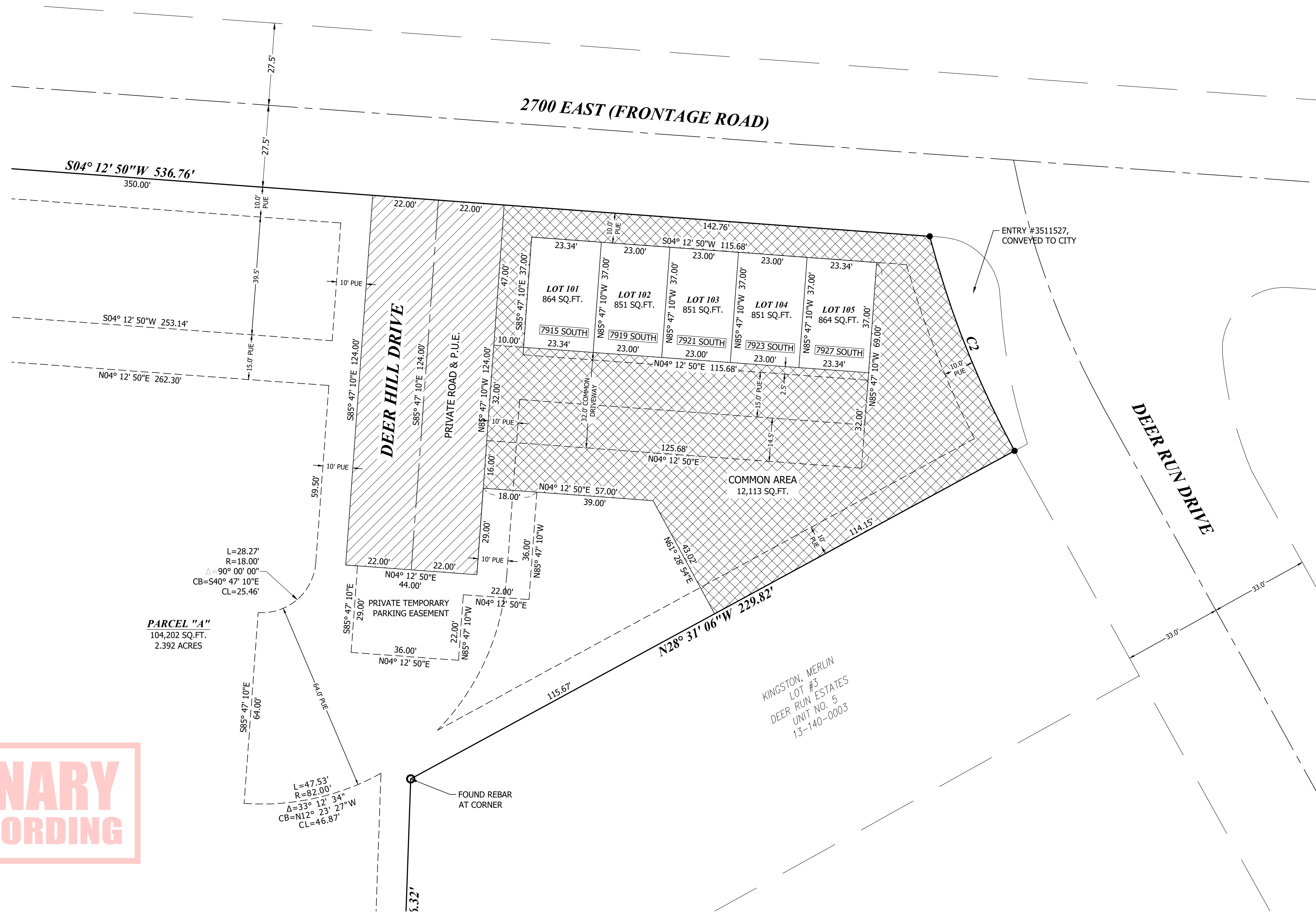
**DEER RUN TOWNHOMES PHASE 1 PUD**  
 ALL OF LOFTS AT DEER RUN SUBDIVISION AND AN ADDITIONAL PARCEL  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, T.5N., R.1W., S.L.B.&M.  
 SOUTH WEBER CITY, DAVIS COUNTY, UTAH  
 APRIL 2023



**PRELIMINARY**

**CURVE TABLE**

CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C2	318.17	77.32'	013° 55' 26"	S68° 26' 37"W	77.13



L=28.27'  
 R=18.00'  
 Δ=90° 00' 00"  
 CB=S40° 47' 10"E  
 CL=25.46'

**PARCEL "A"**  
 104,202 SQ.FT.  
 2.392 ACRES

L=47.53'  
 R=82.00'  
 Δ=33° 12' 34"  
 CB=N12° 23' 27"W  
 CL=46.87'

**PRELIMINARY  
 NOT FOR RECORDING**

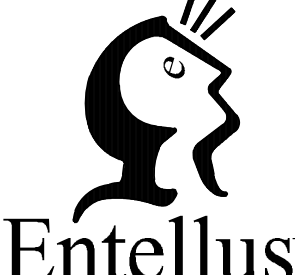
**PROPERTY LEGEND**

	PRIVATE ROAD
	COMMON AREA
	PRIVATE LOT

**LEGEND**

PROPERTY LINE	—————
LOT LINE	—————
ADJACENT PROPERTY	—————
ROAD CENTERLINE	- - - - -
SECTION LINE	—————
TIE TO MONUMENT	- - - - -
EASEMENT LINE	- - - - -
RECORD CALLS ( )	
TO BE SET 5/8" REBAR WITH "ENTELLUS" CAP, AT CORNER (UNLESS OTHERWISE NOTED)	●
FOUND PROPERTY MARKER (AS NOTED)	○

**SHEET 2 OF 2**



1470 South 600 West  
 Woods Cross, UT 84010  
 Phone 801.298.2236  
 www.Entellus.com  
 PROJ# 1025006.1 04/03/2023 LKM  
 04/25/2023 DEW

**DAVIS COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_ FILED FOR  
 RECORD AND RECORDED THIS \_\_\_ DAY OF \_\_\_, 20\_\_\_, AT \_\_\_\_\_ IN BOOK  
 PAGE \_\_\_\_\_, COUNTY RECORDER \_\_\_\_\_  
 BY \_\_\_\_\_  
 DEPUTY

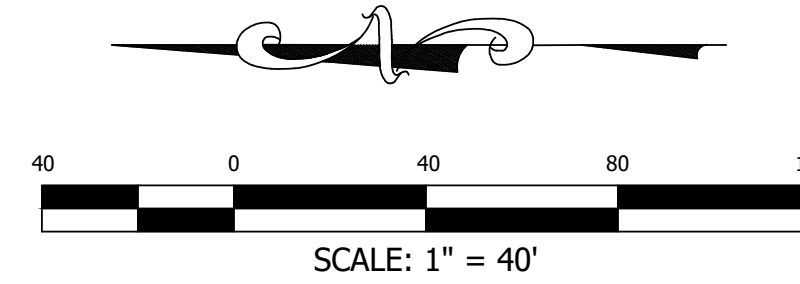
**EXHIBIT 2**  
**DEER RUN TOWNHOMES PLAT**  
**PHASE 2**



# DEER RUN TOWNHOMES PHASE 2 P.U.D.

ALL OF PARCEL "A" OF DEER RUN TOWNHOMES PHASE 1 PUD  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, T.5N., R.1W., S.L.B.&M.  
 SOUTH WEBER CITY, DAVIS COUNTY, UTAH  
 APRIL 2023

COPY FOR REVIEW  
 NOT FOR RECORDING



## SURVEYOR'S CERTIFICATE

I, JEREMIAH R. CUNNINGHAM, A PROFESSIONAL LAND SURVEYOR, CERTIFY THAT I HOLD CERTIFICATE NO. 9182497 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT, THAT AN ACCURATE SURVEY OF THE PROPERTY DESCRIBED HEREON HAS BEEN COMPLETED, IN ACCORDANCE WITH UTAH CODE SECTION 17-23-17, AND THAT I HAVE VERIFIED ALL MEASUREMENTS. I CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE PLACED MONUMENTS ON THE GROUND, AS REPRESENTED ON THIS PLAT, AND THAT THE PROPERTY SHOWN ON THIS PLAT AND DESCRIBED HEREWITH SHALL BE SUBDIVIDED INTO LOTS HEREAFTER TO BE KNOWN AS DEER RUN TOWNHOMES PHASE 2 P.U.D.

COPY FOR REVIEW

JEREMIAH R CUNNINGHAM UT#9182497

## BOUNDARY DESCRIPTION

ALL OF PARCEL "A", DEER RUN TOWNHOMES PHASE 1 SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, DAVIS COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE DAVIS AND WEBER CANAL, AND THE WEST RIGHT-OF-WAY LINE OF 2700 EAST STREET, SAID POINT BEING SOUTH 89°45'31" EAST 555.77 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 00°02'01" WEST 295.04 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 36, AND RUNNING THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTHERLY 45.54 FEET ALONG THE ARC OF A 626.80-FOOT-RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE EQUALS 04°09'47" CHORD BEARS SOUTH 01°43'45" WEST 45.53 FEET); (2) SOUTH 04°12'50" WEST 350.00 FEET; THENCE NORTH 85°47'10" WEST 124.00 FEET; THENCE SOUTH 04°12'50" WEST 44.00 FEET; THENCE SOUTH 85°47'10" EAST 29.00 FEET; THENCE SOUTH 04°12'50" WEST 57.00 FEET; THENCE SOUTH 61°28'54" WEST 43.02 FEET TO THE EAST LINE OF LOT 3, DEER RUN ESTATES UNIT NO. 5 SUBDIVISION (ENTRY #726472, DAVIS COUNTY RECORDER); THENCE NORTH 28°31'06" WEST 115.67 FEET ALONG THE EAST LOT LINE TO THE NORTHEAST CORNER OF SAID LOT 3, MARKED BY A REBAR WITH NO CAP; THENCE NORTH 87°57'40" WEST 116.32 FEET ALONG THE NORTH LINE OF SAID DEER RUN ESTATES UNIT NO. 5 SUBDIVISION TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CANAL; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES: (1) NORTH 17°15'00" EAST 118.53 FEET; (2) NORTH 07°55'00" EAST 144.20 FEET; (3) NORTH 33°15'00" EAST 44.30 FEET; (4) NORTH 53°01'00" EAST 35.40 FEET; (5) NORTH 67°01'00" EAST 219.00 FEET; (6) NORTH 83°46'00" EAST 29.50 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE FRONTAGE ROAD AND TO THE POINT OF BEGINNING.

CONTAINING 2.392 ACRES.

## OWNER'S DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE DEDICATED AS LOTS, OPEN SPACE, AND EASEMENTS, HEREAFTER TO BE KNOWN AS DEER RUN TOWNHOMES PHASE 2 P.U.D., DO HEREBY DEDICATE FOR PUBLIC ACCESS ALL EASEMENTS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC ACCESS, AND DO DEDICATE ALL OTHER EASEMENTS SHOWN HEREON AS GENERAL UTILITY EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AS MAY BE AUTHORIZED BY SOUTH WEBER CITY. SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

JOSEPH M. COOK - MANAGER  
 DEER RUN INVESTMENTS, LLC

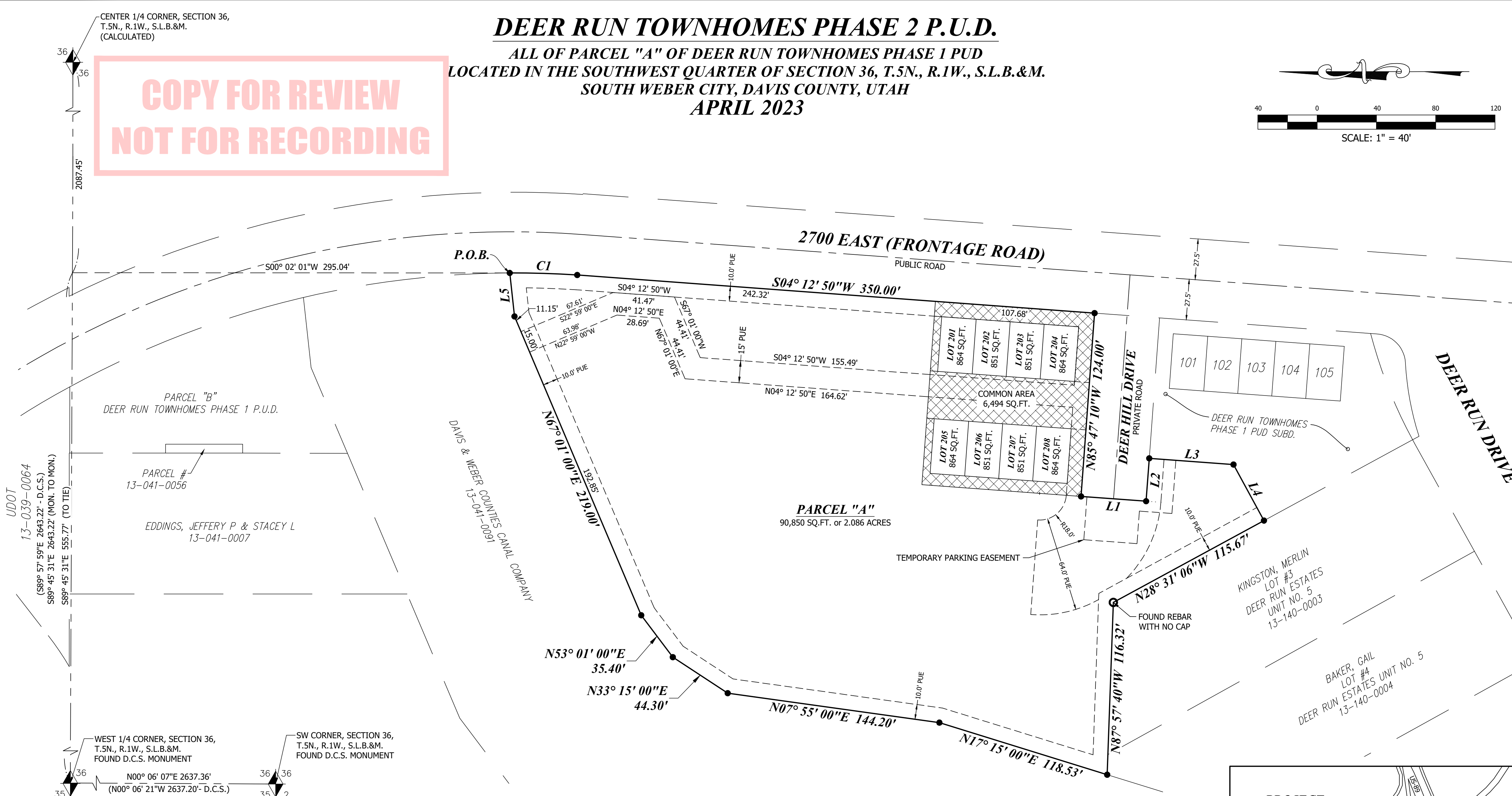
## L.L.C. ACKNOWLEDGMENT

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, THERE PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, JOSEPH M. COOK, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS A MEMBER OF THE DEER RUN INVESTMENTS, L.L.C., AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID L.L.C. BY A RESOLUTION OF ITS MEMBERS AND ACKNOWLEDGED TO ME THAT SAID L.L.C. EXECUTED THE SAME.

NOTARY PUBLIC: \_\_\_\_\_  
 RESIDENCE: \_\_\_\_\_  
 MY COMMISSION EXPIRES: \_\_\_\_\_

## NARRATIVE

THE PURPOSE OF THIS PLAT IS TO CONSOLIDATE PROPERTIES INTO LOTS, OPEN SPACE, AND EASEMENTS. THE LOTS WILL BE DIVIDED INTO PRIVATE PADS AND COMMON AREA ON A FUTURE PLAT. THE BASIS OF BEARING IS SET ALONG THE SECTION LINE MONUMENTS, AS SHOWN. BEARINGS ALONG THE SECTION LINE WERE ROTATED FROM THE D.C.S. BASIS TO MATCH BEARINGS AND CORNER MARKERS THAT WERE SET PREVIOUSLY FOR THIS PARCEL AS PART OF A SURVEY BY GREAT BASIN ENGINEERING.



CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	626.80'	45.54'	004° 09' 47"	S01° 43' 45"W	45.53

LINE #	DIRECTION	LENGTH
L1	S04° 12' 50"W	44.00'
L2	S85° 47' 10"E	29.00'
L3	S04° 12' 50"W	57.00'
L4	S61° 28' 54"W	43.02'
L5	N83° 46' 00"E	29.50'

**DEVELOPER**  
 DEER RUN INVESTMENTS, LLC  
 JOSEPH COOK  
 P.O. BOX 1451  
 BOUNTIFUL, UTAH 84011  
 801-330-7713  
 sunsetbuilders11@gmail.com

**UTILITY APPROVAL**

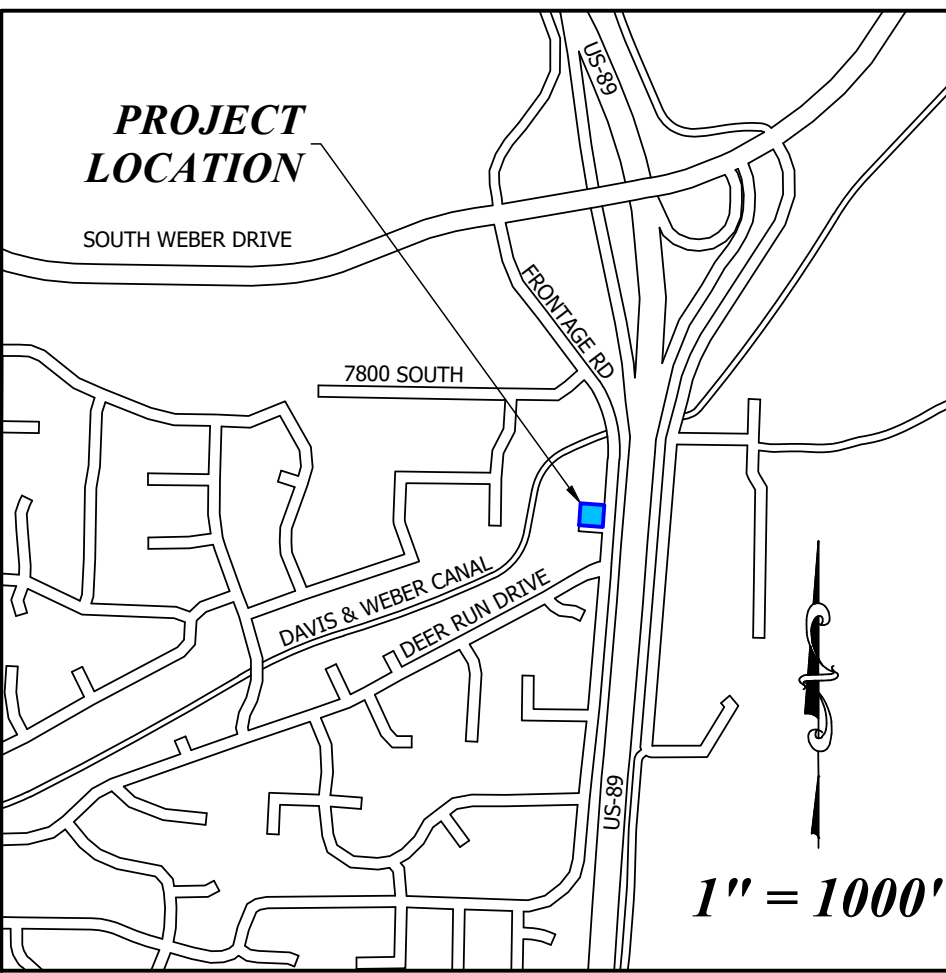
DOMINION ENERGY \_\_\_\_\_ DATE: \_\_\_\_\_  
 ROCKY MOUNTAIN POWER: \_\_\_\_\_ DATE: \_\_\_\_\_

PROPERTY LINE	_____
ADJACENT PROPERTY	_____
ROAD CENTERLINE	_____
SECTION LINE	_____
TIE TO MONUMENT	_____
EASEMENT LINE	_____
EDGE OF PAVEMENT	_____
CURB, GUTTER, SIDEWALK	_____
CHAIN LINK FENCE LINE	_____
WALL	_____
RECORD CALLS ( )	
TO BE SET 5/8" REBAR WITH "ENTELLUS" CAP, AT CORNER (UNLESS OTHERWISE NOTED)	●
FOUND PROPERTY MARKER (AS NOTED)	○

PARCEL "A"	90,850 SQ.FT.
PRIVATE ROAD WITH P.U.E.	0 SQ.FT.
PRIVATE LOTS	6,860 SQ.FT.
OPEN SPACE	6,492 SQ.FT.
TOTAL AREA	104,202 SQ.FT.

	PRIVATE ROAD
	COMMON AREA
	PRIVATE LOT

- NOTES**
- THE BASIS OF BEARINGS IS NORTH 00°06'07" EAST 2637.36 FEET FROM THE SOUTHWEST CORNER TO THE WEST QUARTER CORNER OF SAID SECTION 36. THE DAVIS COUNTY SURVEYOR'S MEASURED GROUND COURSE (D.C.S.) IS NORTH 00°06'21" WEST 2637.20 FEET.
  - THE STATE PLANE BEARING ALONG THE BASIS OF BEARINGS IS NORTH 00°14'31" EAST (D.C.S.) CALCULATED WITH NAD83 STATE PLANE COORDINATES IN THE UTAH NORTH ZONE.
  - PARCEL "A" IS A PRIVATE LOT RESERVED FOR FUTURE DEVELOPMENT.
  - OPEN SPACE ARE COMMON AREAS MANAGED BY THE HOA.
  - COMMON DRIVEWAYS AND PRIVATE ROADS ARE ALSO FIRE ACCESS EASEMENTS.
  - THE TEMPORARY PARKING EASEMENT WITH IN PARCEL "A" IS DEDICATED AS A NON-EXCLUSIVE, TEMPORARY EASEMENT FOR PARKING WITHIN THIS DEVELOPMENT, TO BE VACATED IN A FUTURE PHASE AT SUCH TIME THAT DEER HILL DRIVE IS EXTENDED.
  - SEE SHEET 2 FOR DETAILED DIMENSIONS OF THE LOTS, PRIVATE ROAD, AND COMMON AREA IN THE SOUTHERLY PORTION OF THE SUBDIVISION.



SHEET 1 OF 2

1470 South 600 West  
 Woods Cross, UT 84010  
 Phone 801.298.2236  
 www.Entellus.com  
 PROJ# 1025006.1 04/03/2023 LKM  
 04/25/2023 DEW

**SOUTH WEBER CITY COUNCIL**

PRESENTED TO THE SOUTH WEBER CITY COUNCIL THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

\_\_\_\_\_  
 SOUTH WEBER CITY MAYOR

ATTEST: \_\_\_\_\_  
 CITY RECORDER

**SOUTH WEBER CITY PLANNING COMMISSION**

APPROVED BY THE SOUTH WEBER CITY PLANNING COMMISSION ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
 CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

**SOUTH WEBER CITY ENGINEER**

I 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

**SOUTH WEBER CITY ATTORNEY'S OFFICE**

APPROVED BY THE SOUTH WEBER CITY ATTORNEY THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

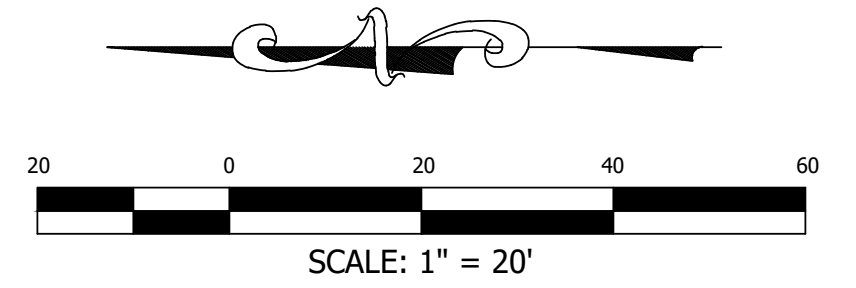
\_\_\_\_\_  
 SOUTH WEBER CITY ATTORNEY

**DAVIS COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_ FILED FOR RECORD AND RECORDED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ IN BOOK PAGE \_\_\_\_\_, COUNTY RECORDER \_\_\_\_\_, BY \_\_\_\_\_ DEPUTY



**DEER RUN TOWNHOMES PHASE 2 PUD**  
 ALL OF PARCEL "A" OF DEER RUN TOWNHOMES PHASE 1 PUD  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, T.5N., R.1W., S.L.B.&M.  
 SOUTH WEBER CITY, DAVIS COUNTY, UTAH  
 APRIL 2023



**COPY FOR REVIEW**



**PARCEL "A"**  
 90,850 SQ.FT. OF 2.086 ACRES

**COPY FOR REVIEW  
 NOT FOR RECORDING**

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S04° 12' 50"W	44.00'
L2	S85° 47' 10"E	29.00'
L3	S04° 12' 50"W	57.00'
L4	S61° 28' 54"W	43.02'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C2	18.00'	28.27'	090° 00' 00"	N40° 47' 10"W	25.46
C3	82.00'	47.53'	033° 12' 34"	S12° 23' 27"E	46.87
C4	82.00'	57.48'	040° 09' 53"	S65° 42' 14"E	56.31

PROPERTY LEGEND	
	PRIVATE ROAD
	COMMON AREA
	PRIVATE LOT

LEGEND	
	PROPERTY LINE
	ADJACENT PROPERTY
	ROAD CENTERLINE
	SECTION LINE
	TIE TO MONUMENT
	EASEMENT LINE
	EDGE OF PAVEMENT
	CURB, GUTTER, SIDEWALK
	CHAIN LINK FENCE LINE
	WALL
	RECORD CALLS ( )
	TO BE SET 5/8" REBAR WITH "ENTELLUS" CAP, AT CORNER (UNLESS OTHERWISE NOTED)
	FOUND PROPERTY MARKER (AS NOTED)

**SHEET 2 OF 2**

1470 South 600 West  
 Woods Cross, UT 84010  
 Phone 801.298.2236  
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 PROJ# 1025006.1 04/03/2023 LKM  
 04/25/2023 DEW

**DAVIS COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_ FILED FOR  
 RECORD AND RECORDED THIS \_\_\_ DAY OF \_\_\_, 20\_\_\_, AT \_\_\_\_\_ IN BOOK  
 PAGE \_\_\_\_\_, COUNTY RECORDER \_\_\_\_\_  
 BY \_\_\_\_\_  
 DEPUTY

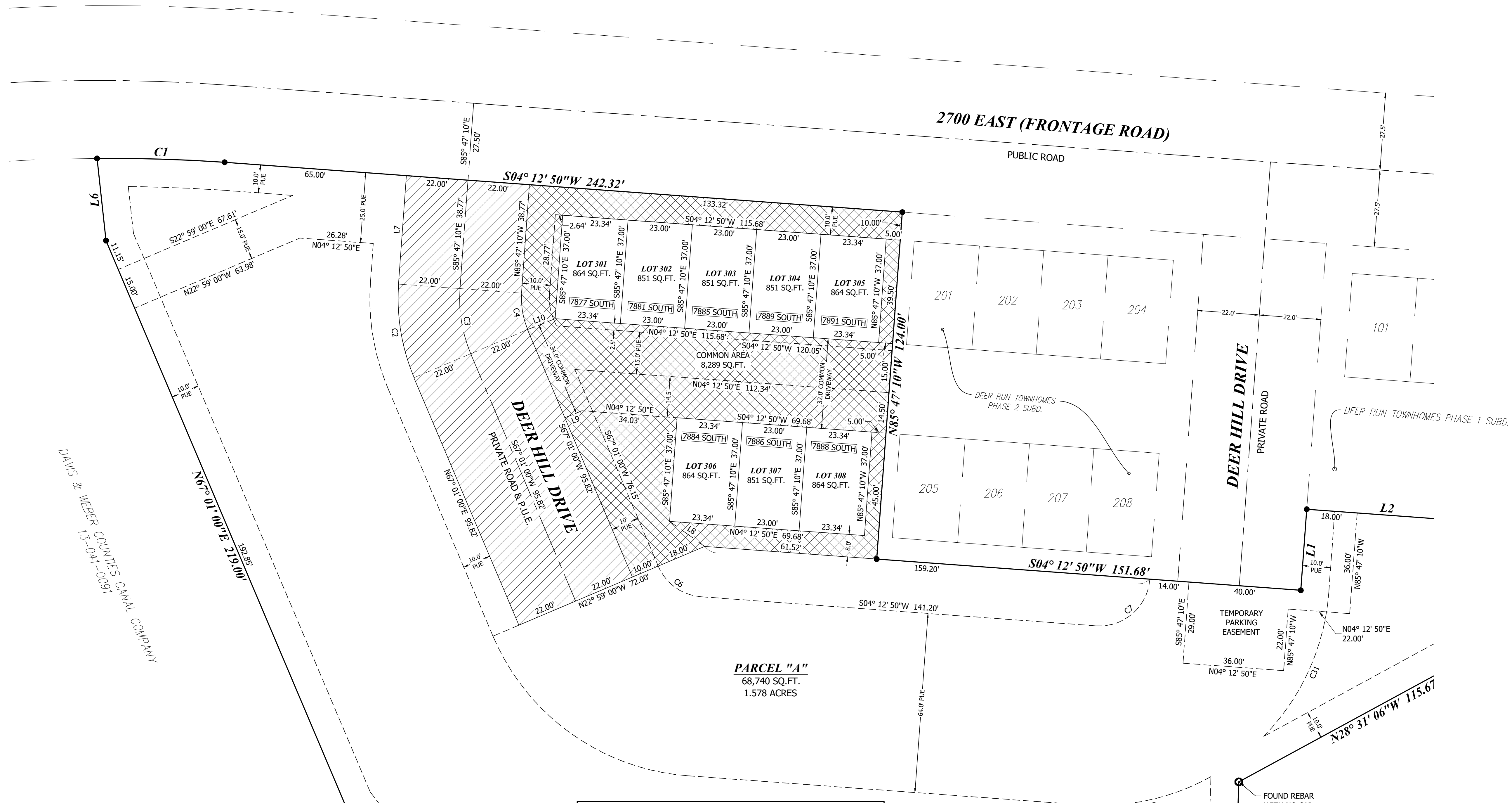
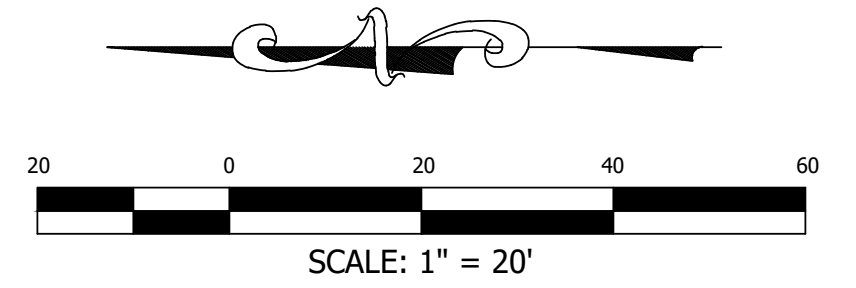
**EXHIBIT 3**  
**DEER RUN TOWNHOMES PLAT**  
**PHASE 3**







**DEER RUN TOWNHOMES PHASE 3 PUD**  
 ALL OF PARCEL "A" OF DEER RUN TOWNHOMES PHASE 2 PUD  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, T.5N., R.1W., S.L.B.&M.  
 SOUTH WEBER CITY, DAVIS COUNTY, UTAH  
 APRIL 2023



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S85° 47' 10"E	29.00'
L2	S04° 12' 50"W	57.00'
L6	N83° 46' 00"E	29.50'
L7	S85° 47' 10"E	38.77'
L8	S35° 31' 06"W	15.40'
L9	N21° 57' 25"W	6.60'
L10	S21° 22' 29"E	10.58'

PROPERTY LEGEND	
	PRIVATE ROAD
	COMMON AREA
	PRIVATE LOT

LEGEND	
	PROPERTY LINE
	LOT LINE
	ADJACENT PROPERTY
	ROAD CENTERLINE
	SECTION LINE
	TIE TO MONUMENT
	EASEMENT LINE
RECORD CALLS ( )	
	TO BE SET 5/8" REBAR WITH "ENTELLUS" CAP, AT CORNER (UNLESS OTHERWISE NOTED)
	FOUND PROPERTY MARKER (AS NOTED)

**SHEET 2 OF 2**

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	626.80'	45.54'	004° 09' 47"	S01° 43' 45"W	45.53
C2	72.00'	34.18'	027° 11' 50"	N80° 36' 55"E	33.86
C3	50.00'	23.73'	027° 11' 50"	S80° 36' 55"W	23.51
C4	28.00'	13.29'	027° 11' 50"	S80° 36' 55"W	13.17
C6	18.00'	19.73'	062° 48' 10"	S35° 36' 55"W	18.76
C7	18.00'	28.27'	090° 00' 00"	S40° 47' 10"E	25.46
C30	82.00'	47.53'	033° 12' 34"	N12° 23' 27"W	46.87

**COPY FOR REVIEW  
NOT FOR RECORDING**

**DAVIS COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_ FILED FOR  
 RECORD AND RECORDED THIS \_\_\_ DAY OF \_\_\_, 20\_\_\_, AT \_\_\_\_\_ IN BOOK  
 PAGE \_\_\_\_\_, COUNTY RECORDER \_\_\_\_\_  
 BY \_\_\_\_\_  
 DEPUTY

1470 South 600 West  
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DAVIS & WEBER COUNTIES CANAL COMPANY  
 1-3-041-0091

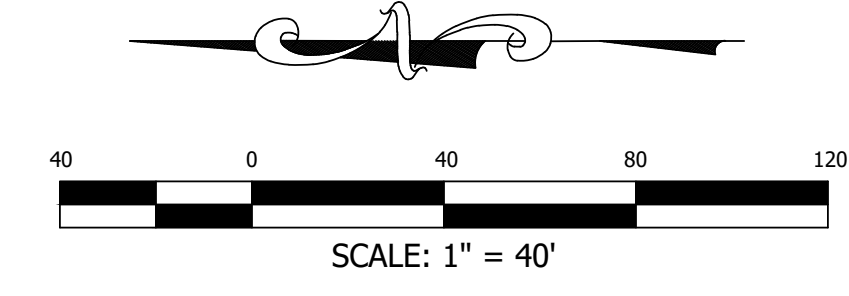
**PARCEL "A"**  
 68,740 SQ.FT.  
 1.578 ACRES



**EXHIBIT 4**  
**DEER RUN TOWNHOMES PLAT**  
**PHASE 4**

**DEER RUN TOWNHOMES PHASE 4 P.U.D.**  
 ALL OF PARCEL "A" OF DEER RUN TOWNHOMES PHASE 3 P.U.D.  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, T.5N., R.1W., S.L.B.&M.  
 SOUTH WEBER CITY, DAVIS COUNTY, UTAH  
 APRIL 2023

**COPY FOR REVIEW  
NOT FOR RECORDING**



**SURVEYOR'S CERTIFICATE**

I, JEREMIAH R. CUNNINGHAM, A PROFESSIONAL LAND SURVEYOR, CERTIFY THAT I HOLD CERTIFICATE NO. 9182497 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT, THAT AN ACCURATE SURVEY OF THE PROPERTY DESCRIBED HEREON HAS BEEN COMPLETED, IN ACCORDANCE WITH UTAH CODE SECTION 17-23-17, AND THAT I HAVE VERIFIED ALL MEASUREMENTS. I CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE PLACED MONUMENTS ON THE GROUND, AS REPRESENTED ON THIS PLAT, AND THAT THE PROPERTY SHOWN ON THIS PLAT AND DESCRIBED HEREWITH SHALL BE SUBDIVIDED INTO LOTS HEREAFTER TO BE KNOWN AS DEER RUN TOWNHOMES PHASE 4 P.U.D..

**COPY FOR REVIEW**

JEREMIAH R. CUNNINGHAM      UT#9182497

**BOUNDARY DESCRIPTION**

ALL OF PARCEL "A", DEER RUN TOWNHOMES PHASE 3 P.U.D. SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, DAVIS COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE DAVIS AND WEBER CANAL AND THE WEST RIGHT-OF-WAY LINE OF 2700 EAST STREET, SAID POINT BEING SOUTH 89°45'31" EAST 555.77 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 00°02'01" WEST 295.04 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 36, AND RUNNING THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTHERLY 45.54 FEET ALONG THE ARC OF A 626.80-FOOT-RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE EQUALS 04°09'47" CHORD BEARS SOUTH 01°43'45" WEST 45.53 FEET); (2) SOUTH 04°12'50" WEST 65.00 FEET; THENCE NORTH 85°47'10" WEST 38.77 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 34.18 FEET ALONG THE ARC OF A 72.00-FOOT-RADIUS CURVE TO THE LEFT (CENTRAL ANGLE EQUALS 27°11'50", CHORD BEARS SOUTH 80°36'55" WEST 33.86 FEET); THENCE SOUTH 67°01'00" WEST 95.82 FEET; THENCE SOUTH 22°59'00" EAST 72.00 FEET; THENCE SOUTH 04°12'50" WEST 213.20 FEET; THENCE SOUTH 85°47'10" EAST 29.00 FEET; THENCE SOUTH 04°12'50" WEST 57.00 FEET; THENCE SOUTH 61°28'54" WEST 43.02 FEET TO THE EAST LINE OF LOT 3, DEER RUN ESTATES UNIT NO. 5 SUBDIVISION (ENTRY #726472, DAVIS COUNTY RECORDER); THENCE NORTH 28°31'06" WEST 115.67 FEET ALONG THE EAST LOT LINE TO THE NORTHEAST CORNER OF SAID LOT 3, MARKED BY A REBAR WITH NO CAP; THENCE NORTH 87°57'40" WEST 116.32 FEET ALONG THE NORTH LINE OF SAID DEER RUN ESTATES UNIT NO. 5 SUBDIVISION TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CANAL; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES: (1) NORTH 17°15'00" EAST 118.53 FEET; (2) NORTH 07°55'00" EAST 144.20 FEET; (3) NORTH 33°15'00" EAST 44.30 FEET; (4) NORTH 53°01'00" EAST 35.40 FEET; (5) NORTH 67°01'00" EAST 219.00 FEET; (6) NORTH 83°46'00" EAST 29.50 FEET TO THE WEST RIGHT-OF-WAY LINE OF 2700 EAST STREET AND TO THE POINT OF BEGINNING.

CONTAINING 1.578 ACRES

**OWNER'S DEDICATION**

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE DEDICATED AS PRIVATE LOTS, COMMON AREAS, LIMITED COMMON AREAS, PRIVATE ROADS, AND EASEMENTS, HEREAFTER TO BE KNOWN AS DEER RUN TOWNHOMES PHASE 4 P.U.D., DO HEREBY DEDICATE FOR PUBLIC ACCESS ALL EASEMENTS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC ACCESS, AND DO DEDICATE ALL OTHER EASEMENTS SHOWN HEREON AS GENERAL UTILITY EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AS MAY BE AUTHORIZED BY SOUTH WEBER CITY.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

JOSEPH M. COOK - MANAGER  
DEER RUN INVESTMENTS, LLC

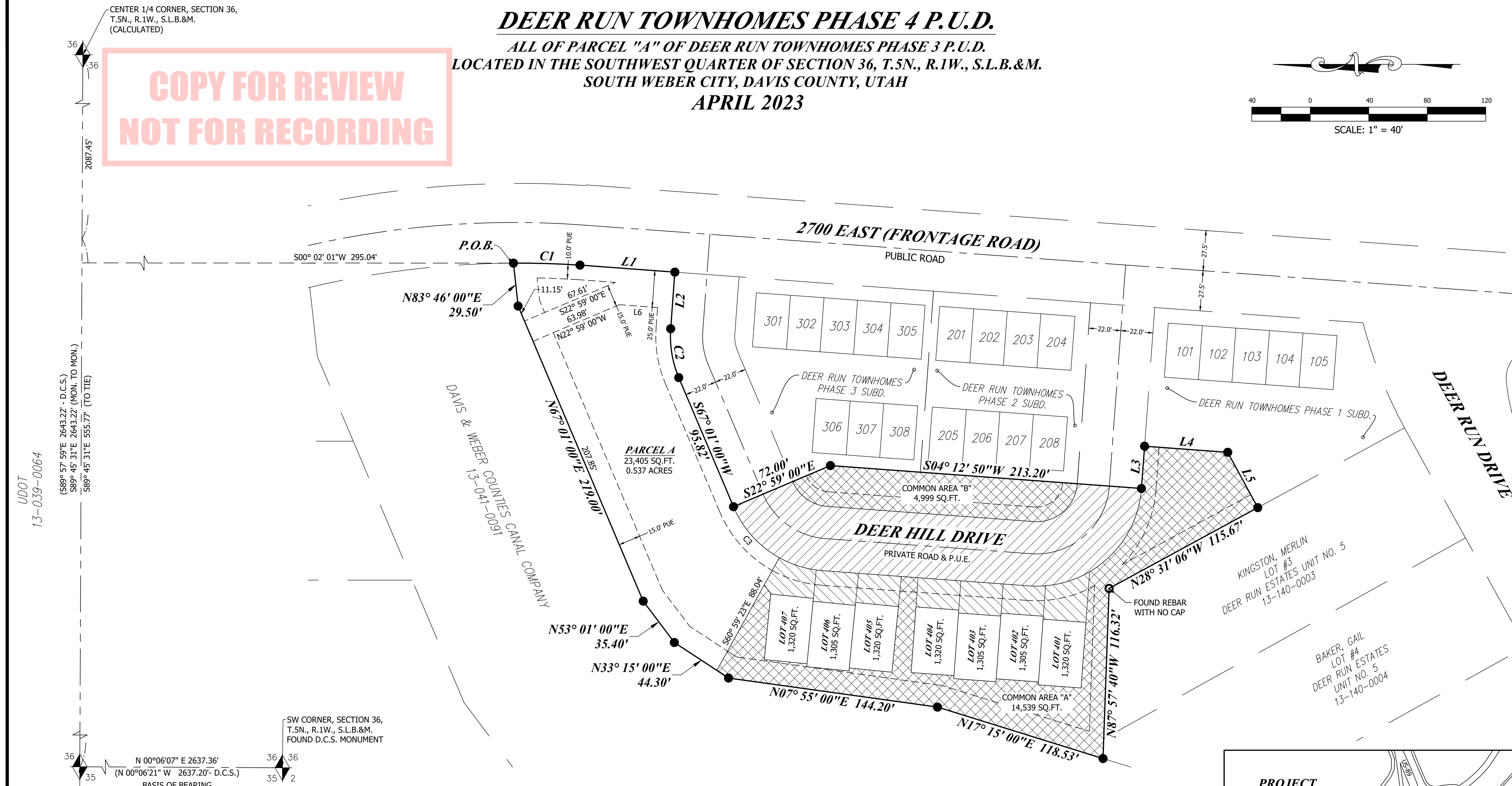
**L.L.C. ACKNOWLEDGMENT**

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, THERE PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, JOSEPH M. COOK, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS A MEMBER OF THE DEER RUN INVESTMENTS, L.L.C., AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID L.L.C. BY A RESOLUTION OF ITS MEMBERS AND ACKNOWLEDGED TO ME THAT SAID L.L.C. EXECUTED THE SAME.

NOTARY PUBLIC: \_\_\_\_\_  
 RESIDENCE: \_\_\_\_\_  
 MY COMMISSION EXPIRES: \_\_\_\_\_

**NARRATIVE**

THE PURPOSE OF THIS PLAT IS TO DIVIDE PARCEL "A" OF THE PRIOR SUBDIVISION PHASE INTO PRIVATE LOTS, ROADS, COMMON AREAS, AND LIMITED COMMON AREAS. PARCEL "A" ON THIS PLAT IS A PRIVATE LOT RESERVED FOR FUTURE DEVELOPMENT. THE BASIS OF BEARING IS SET ALONG THE SECTION LINE MONUMENTS, AS SHOWN. BEARINGS ALONG THE SECTION LINE WERE ROTATED FROM THE D.C.S. GROUND COORDINATE BASIS TO MATCH BEARINGS AND CORNER MARKERS THAT WERE SET PREVIOUSLY FOR THIS PARCEL AS PART OF A SURVEY BY GREAT BASIN ENGINEERING.



CENTER 1/4 CORNER, SECTION 36, T.5N., R.1W., S.L.B.&M. (CALCULATED)

WEST 1/4 CORNER, SECTION 36, T.5N., R.1W., S.L.B.&M. FOUND D.C.S. MONUMENT

SW CORNER, SECTION 36, T.5N., R.1W., S.L.B.&M. FOUND D.C.S. MONUMENT

UDOT 13-039-0064

S89° 57' 59" E 2643.22' (D.C.S.)  
 S89° 45' 31" E 2643.22' (MON. TO MON.)  
 S89° 45' 31" E 555.77' (TO TIE)

N 00°06'07" E 2637.36'  
 (N 00°06'21" W 2637.20' D.C.S.)  
 BASIS OF BEARING

**CURVE TABLE**

CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	626.80'	45.54'	004° 09' 47"	S01° 43' 45"W	45.53
C2	72.00'	34.18'	027° 11' 50"	S80° 36' 55"W	33.86
C3	72.00'	47.76'	038° 00' 23"	N48° 00' 48"E	46.89

**LINE TABLE**

LINE #	DIRECTION	LENGTH
L1	S04° 12' 50"W	65.00'
L2	N85° 47' 10"W	38.77'
L3	S85° 47' 10"E	29.00'
L4	S04° 12' 50"W	57.00'
L5	S61° 28' 54"W	43.02'
L6	N04° 12' 50"E	26.28'

- NOTES**
- THE BASIS OF BEARINGS IS NORTH 00°06'07" EAST 2637.36 FEET FROM THE SOUTHWEST CORNER TO THE WEST QUARTER CORNER OF SAID SECTION 36. THE DAVIS COUNTY SURVEYOR'S MEASURED GROUND COURSE (D.C.S.) IS NORTH 00°06'21" WEST 2637.20 FEET.
  - THE STATE PLANE BEARING IS NORTH 00°14'31" EAST ALONG THE BASIS OF BEARINGS (D.C.S.), CALCULATED WITH NAD83 STATE PLANE COORDINATES IN THE UTAH NORTH ZONE.
  - PARCEL "A" IS A PRIVATE LOT RESERVED FOR FUTURE DEVELOPMENT.
  - OPEN SPACES ARE COMMON AREAS MANAGED BY THE HOA.
  - LIMITED COMMON AREAS CORRESPOND WITH THEIR NEAREST ADJOINING UNIT.
  - PRIVATE ROADS ARE ALSO PUBLIC UTILITY EASEMENTS (P.U.E.) AND FIRE ACCESS EASEMENTS.
  - THE TEMPORARY PARKING EASEMENT WITH IN PARCEL "A" THAT WAS DEDICATED IN PRIOR PHASES OF THIS SUBDIVISION IS HEREBY VACATED BY THIS PLAT.
  - SEE SHEET 2 FOR DETAILED DIMENSIONS OF THE PRIVATE LOTS, PRIVATE ROAD, COMMON AREAS, AND LIMITED COMMON AREAS.

**AREA TABULATION**

PARCEL "A"	23,405 SQ.FT.
PRIVATE ROAD WITH P.U.E.	12,079 SQ.FT.
PRIVATE LOTS	9,196 SQ.FT.
LIMITED COMMON	4,517 SQ.FT.
COMMON AREA	19,539 SQ.FT.
TOTAL AREA	68,736 SQ.FT.

**LEGEND**

PROPERTY LINE \_\_\_\_\_

LOT LINE \_\_\_\_\_

ADJACENT PROPERTY \_\_\_\_\_

ROAD CENTERLINE \_\_\_\_\_

SECTION LINE \_\_\_\_\_

TIE TO MONUMENT \_\_\_\_\_

EASEMENT LINE \_\_\_\_\_

RECORD CALLS ( )

TO BE SET 5/8" REBAR WITH "ENTELLUS" CAP, AT CORNER (UNLESS OTHERWISE NOTED) ●

FOUND PROPERTY MARKER (AS NOTED) ○

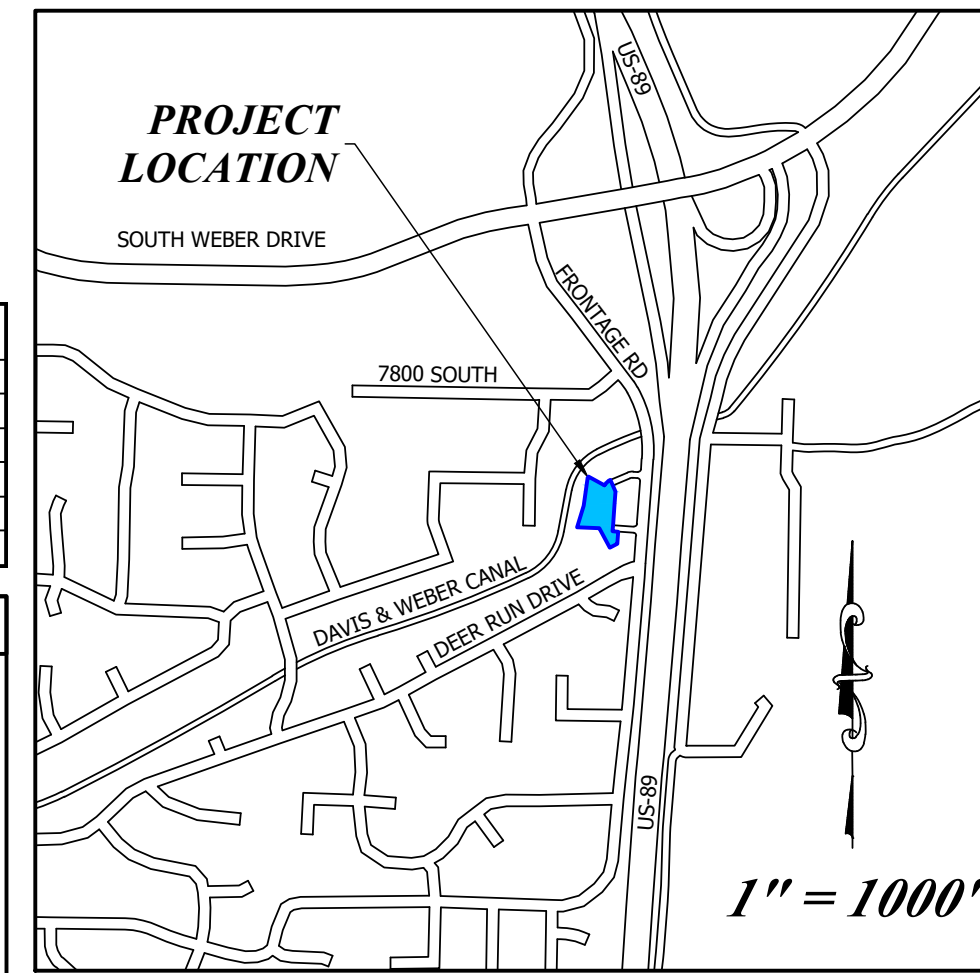
**PROPERTY LEGEND**

PRIVATE ROAD

COMMON AREA

LIMITED COMMON

PRIVATE LOT



**DEVELOPER**

**DEER RUN INVESTMENTS, LLC**  
 JOSEPH COOK  
 P.O. BOX 1451  
 BOUNTIFUL, UTAH 84011  
 801-330-7713  
 sunsetbuilders11@gmail.com

**UTILITY APPROVAL**

DOMINION ENERGY \_\_\_\_\_ DATE: \_\_\_\_\_

ROCKY MOUNTAIN POWER: \_\_\_\_\_ DATE: \_\_\_\_\_

1470 South 600 West  
 Woods Cross, UT 84010  
 Phone 801.298.2236  
 www.Entellus.com

PROJ# 1025006.1    04/03/2023    LKM  
 04/26/2023    DEW

**SOUTH WEBER CITY COUNCIL**

PRESENTED TO THE SOUTH WEBER CITY COUNCIL THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: \_\_\_\_\_  
 SOUTH WEBER CITY MAYOR      CITY RECORDER

**SOUTH WEBER CITY PLANNING COMMISSION**

APPROVED BY THE SOUTH WEBER CITY PLANNING COMMISSION ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
 CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

**SOUTH WEBER CITY ENGINEER**

I 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

**SOUTH WEBER CITY ATTORNEY'S OFFICE**

APPROVED BY THE SOUTH WEBER CITY ATTORNEY THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

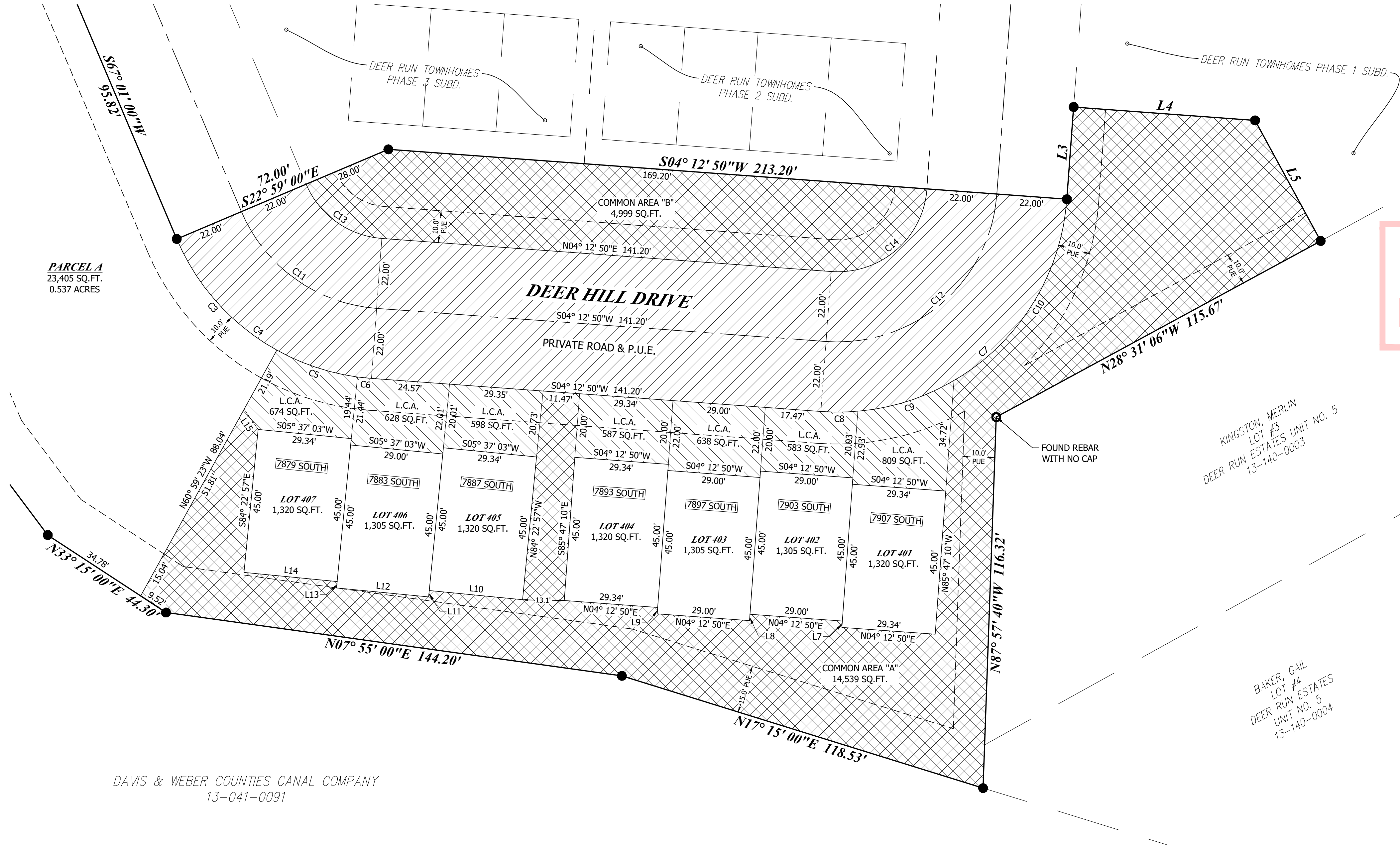
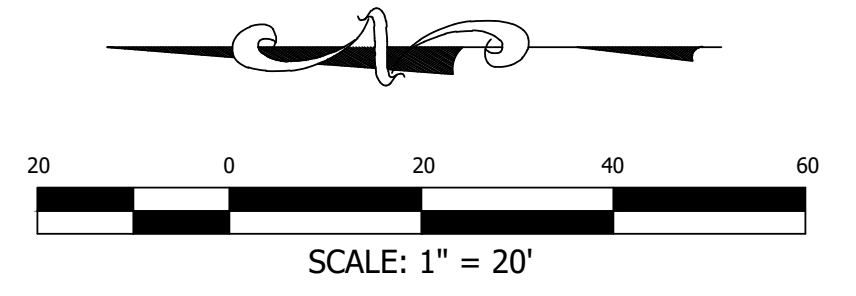
\_\_\_\_\_  
 SOUTH WEBER CITY ATTORNEY

**DAVIS COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_ FILED FOR RECORD AND RECORDED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ IN BOOK PAGE \_\_\_\_\_, COUNTY RECORDER \_\_\_\_\_, BY \_\_\_\_\_ DEPUTY



**DEER RUN TOWNHOMES PHASE 4 P.U.D.**  
 ALL OF PARCEL "A" OF DEER RUN TOWNHOMES PHASE 3 P.U.D.  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, T.5N., R.1W., S.L.B.&M.  
 SOUTH WEBER CITY, DAVIS COUNTY, UTAH  
 APRIL 2023



**COPY FOR REVIEW  
NOT FOR RECORDING**

PROPERTY LEGEND	
	PRIVATE ROAD
	COMMON AREA
	LIMITED COMMON
	PRIVATE LOT

LEGEND	
	PROPERTY LINE
	LOT LINE
	ADJACENT PROPERTY
	ROAD CENTERLINE
	SECTION LINE
	TIE TO MONUMENT
	EASEMENT LINE
RECORD CALLS ( )	
	TO BE SET 5/8" REBAR WITH "ENTELLUS" CAP, AT CORNER (UNLESS OTHERWISE NOTED)
	FOUND PROPERTY MARKER (AS NOTED)

**COPY FOR REVIEW  
NOT FOR RECORDING**

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C3	72.00'	47.76'	038° 00' 23"	N48° 00' 48"E	46.89
C4	72.00'	78.92'	062° 48' 10"	N35° 36' 55"E	75.03
C5	72.00'	26.72'	021° 15' 59"	N18° 22' 38"E	26.57
C6	72.00'	4.44'	003° 31' 49"	N05° 58' 44"E	4.44
C7	72.00'	113.10'	090° 00' 00"	S40° 47' 10"E	101.82
C8	72.00'	11.58'	009° 12' 55"	S00° 23' 38"E	11.57
C9	72.00'	31.88'	025° 22' 15"	S17° 41' 13"E	31.62
C10	72.00'	69.64'	055° 24' 50"	S58° 04' 45"E	66.95
C11	50.00'	54.81'	062° 48' 10"	S35° 36' 55"W	52.10
C12	50.00'	78.54'	090° 00' 00"	S40° 47' 10"E	70.71
C13	28.00'	30.69'	062° 48' 10"	N35° 36' 55"E	29.18
C14	28.00'	43.98'	090° 00' 00"	N40° 47' 10"W	39.60

LINE TABLE		
LINE #	DIRECTION	LENGTH
L3	S85° 47' 10"E	29.00'
L4	S04° 12' 50"W	57.00'
L5	S61° 28' 54"W	43.02'
L7	S85° 47' 10"E	2.00'
L8	N85° 47' 10"W	2.00'
L9	S85° 47' 10"E	2.00'
L10	N05° 37' 03"E	29.34'
L11	N84° 22' 57"W	2.00'
L12	N05° 37' 03"E	29.00'
L13	S84° 22' 57"E	2.00'
L14	N05° 37' 03"E	29.34'
L15	N55° 11' 11"E	7.69'

**SHEET 2 OF 2**

1470 South 600 West  
Woods Cross, UT 84010  
Phone 801.298.2236  
www.Entellus.com  
PROJ# 1025006.1 04/03/2023 LKM  
04/26/2023 DEW

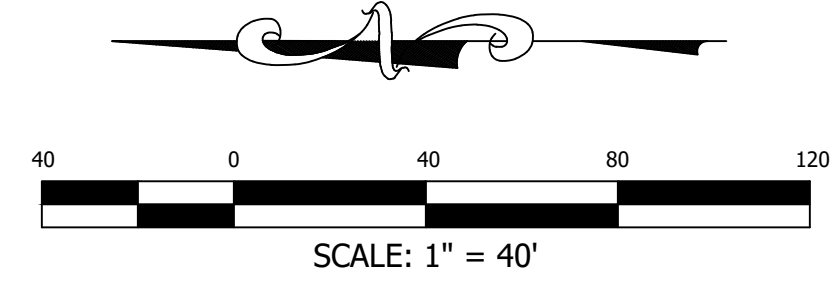
**DAVIS COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_ FILED FOR  
 RECORD AND RECORDED THIS \_\_\_ DAY OF \_\_\_, 20\_\_\_, AT \_\_\_\_\_ IN BOOK  
 PAGE \_\_\_\_\_, COUNTY RECORDER \_\_\_\_\_  
 BY \_\_\_\_\_  
 DEPUTY

**EXHIBIT 5**  
**DEER RUN TOWNHOMES PLAT**  
**PHASE 5**



**DEER RUN TOWNHOMES PHASE 5 P.U.D.**  
 ALL OF PARCEL "A" OF DEER RUN TOWNHOMES PHASE 4 P.U.D.  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, T.5N., R.1W., S.L.B.&M.  
 SOUTH WEBER CITY, DAVIS COUNTY, UTAH  
 APRIL 2023



**SURVEYOR'S CERTIFICATE**

I, JEREMIAH R. CUNNINGHAM, A PROFESSIONAL LAND SURVEYOR, CERTIFY THAT I HOLD CERTIFICATE NO. 9182497 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT, THAT AN ACCURATE SURVEY OF THE PROPERTY DESCRIBED HEREON HAS BEEN COMPLETED, IN ACCORDANCE WITH UTAH CODE SECTION 17-23-17, AND THAT I HAVE VERIFIED ALL MEASUREMENTS. I CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE PLACED MONUMENTS ON THE GROUND, AS REPRESENTED ON THIS PLAT, AND THAT THE PROPERTY SHOWN ON THIS PLAT AND DESCRIBED HEREWITH SHALL BE SUBDIVIDED INTO LOTS HEREAFTER TO BE KNOWN AS DEER RUN TOWNHOMES PHASE 5 P.U.D..

**COPY FOR REVIEW**

JEREMIAH R. CUNNINGHAM      UT#9182497

**BOUNDARY DESCRIPTION**

ALL OF PARCEL "A", DEER RUN TOWNHOMES PHASE 4 P.U.D. SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, DAVIS COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE DAVIS AND WEBER CANAL AND THE WEST RIGHT-OF-WAY LINE OF 2700 EAST STREET, SAID POINT BEING SOUTH 89°45'31" EAST 555.77 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 00°02'01" WEST 295.04 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 36, AND RUNNING THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTHERLY 45.54 FEET ALONG THE ARC OF A 626.80-FOOT-RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE EQUALS 04°09'47" CHORD BEARS SOUTH 01°43'45" WEST 45.53 FEET); (2) SOUTH 04°12'50" WEST 65.00 FEET TO THE NORTH LINE OF DEED HILL DRIVE; THENCE ALONG SAID ROAD THE FOLLOWING FOUR (4) COURSES: (1) NORTH 85°47'10" WEST 38.77 FEET TO A POINT OF CURVATURE, (2) SOUTHWESTERLY 34.18 FEET ALONG THE ARC OF A 72.00-FOOT-RADIUS CURVE TO THE LEFT (CENTRAL ANGLE EQUALS 27°11'50", CHORD BEARS SOUTH 80°36'55" WEST 33.86 FEET), (3) SOUTH 67°01'00" WEST 95.82 FEET TO A POINT OF CURVATURE, (4) SOUTHWESTERLY 47.76 FEET ALONG THE ARC OF A 72.00-FOOT RADIUS CURVE TO THE LEFT (CENTRAL ANGLE EQUALS 38°00'23", CHORD BEARS SOUTH 48°00'48" WEST 46.89 FEET); THENCE NORTH 60°59'23" WEST 88.04 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CANAL; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) NORTH 33°15'00" EAST 34.78 FEET; (2) NORTH 53°01'00" EAST 35.40 FEET; (3) NORTH 67°01'00" EAST 219.00 FEET; (4) NORTH 83°46'00" EAST 29.50 FEET TO THE WEST RIGHT-OF-WAY LINE OF 2700 EAST STREET AND TO THE POINT OF BEGINNING.

CONTAINING 0.537 ACRES.

**OWNER'S DEDICATION**

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE CONSOLIDATED INTO A SINGLE LOT AND A PARCEL, HEREAFTER TO BE KNOWN AS DEER RUN TOWNHOMES PHASE 5 P.U.D., DO HEREBY DEDICATE FOR PUBLIC ACCESS ALL EASEMENTS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC ACCESS, AND DO DEDICATE ALL OTHER EASEMENTS SHOWN HEREON AS GENERAL UTILITY EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AS MAY BE AUTHORIZED BY SOUTH WEBER CITY.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

JOSEPH M. COOK - MANAGER  
 DEER RUN INVESTMENTS, LLC

**L.L.C. ACKNOWLEDGMENT**

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, THERE PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, JOSEPH M. COOK, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS A MEMBER OF THE DEER RUN INVESTMENTS, L.L.C., AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID L.L.C. BY A RESOLUTION OF ITS MEMBERS AND ACKNOWLEDGED TO ME THAT SAID L.L.C. EXECUTED THE SAME.

NOTARY PUBLIC: \_\_\_\_\_  
 RESIDENCE: \_\_\_\_\_  
 MY COMMISSION EXPIRES: \_\_\_\_\_

**NARRATIVE**

THE PURPOSE OF THIS PLAT IS TO DIVIDE PARCEL "A" OF THE PRIOR SUBDIVISION PHASE INTO PRIVATE LOTS, COMMON AREA, AND LIMITED COMMON AREAS. THE BASIS OF BEARING IS SET ALONG THE SECTION LINE MONUMENTS, AS SHOWN. BEARINGS ALONG THE SECTION LINE WERE ROTATED FROM THE D.C.S. GROUND COORDINATE BASIS TO MATCH BEARINGS AND CORNER MARKERS THAT WERE SET PREVIOUSLY FOR THIS PARCEL AS PART OF A SURVEY BY GREAT BASIN ENGINEERING.

**LINE TABLE**

LINE #	DIRECTION	LENGTH
L1	N62° 19' 58"E	29.34'
L2	N27° 40' 02"W	2.00'
L3	N62° 19' 58"E	29.00'
L4	S27° 40' 02"E	2.00'
L5	N62° 19' 58"E	29.34'
L6	N67° 01' 00"E	29.34'
L7	S22° 59' 00"E	2.00'
L8	N67° 01' 00"E	29.00'
L9	N22° 59' 00"W	2.00'
L10	N67° 01' 00"E	29.00'
L11	S22° 59' 00"E	2.00'
L12	N67° 01' 00"E	29.34'

**AREA TABULATION**

PRIVATE ROAD WITH P.U.E.	0 SQ.FT.
PRIVATE LOTS	9,196 SQ.FT.
LIMITED COMMON	4,975 SQ.FT.
OPEN SPACE	9,234 SQ.FT.
TOTAL AREA	23,405 SQ.FT.

**PROPERTY LEGEND**

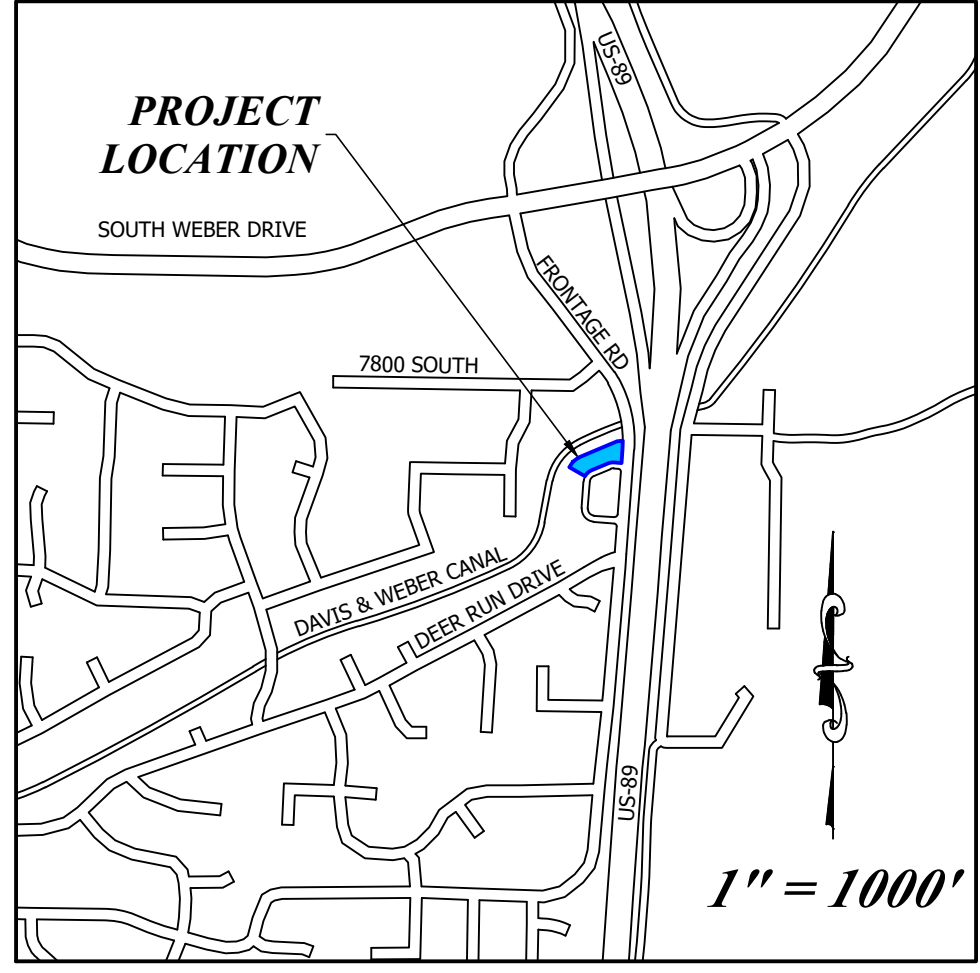
	PRIVATE LOT
	LIMITED COMMON
	COMMON AREA

**LEGEND**

PROPERTY LINE	_____
LOT LINE	_____
ADJACENT PROPERTY	_____
ROAD CENTERLINE	_____
SECTION LINE	_____
TIE TO MONUMENT	_____
EASEMENT LINE	_____
RECORD CALLS ( )	_____
TO BE SET 5/8" REBAR WITH "ENTELLUS" CAP, AT CORNER (UNLESS OTHERWISE NOTED)	●
FOUND PROPERTY MARKER (AS NOTED)	○

**CURVE TABLE**

CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	626.80'	45.54'	004° 09' 47"	S01° 43' 45"W	45.53
C2	72.00'	34.18'	027° 11' 50"	S80° 36' 55"W	33.86
C3	72.00'	47.76'	038° 00' 23"	S48° 00' 48"W	46.89
C4	72.00'	0.57'	000° 27' 24"	S86° 00' 52"E	0.57
C5	72.00'	30.21'	024° 02' 12"	N81° 44' 20"E	29.98
C6	72.00'	3.40'	002° 42' 14"	N68° 22' 07"E	3.40
C7	72.00'	28.09'	022° 21' 20"	N55° 50' 20"E	27.92
C8	72.00'	19.67'	015° 39' 03"	N36° 50' 08"E	19.61



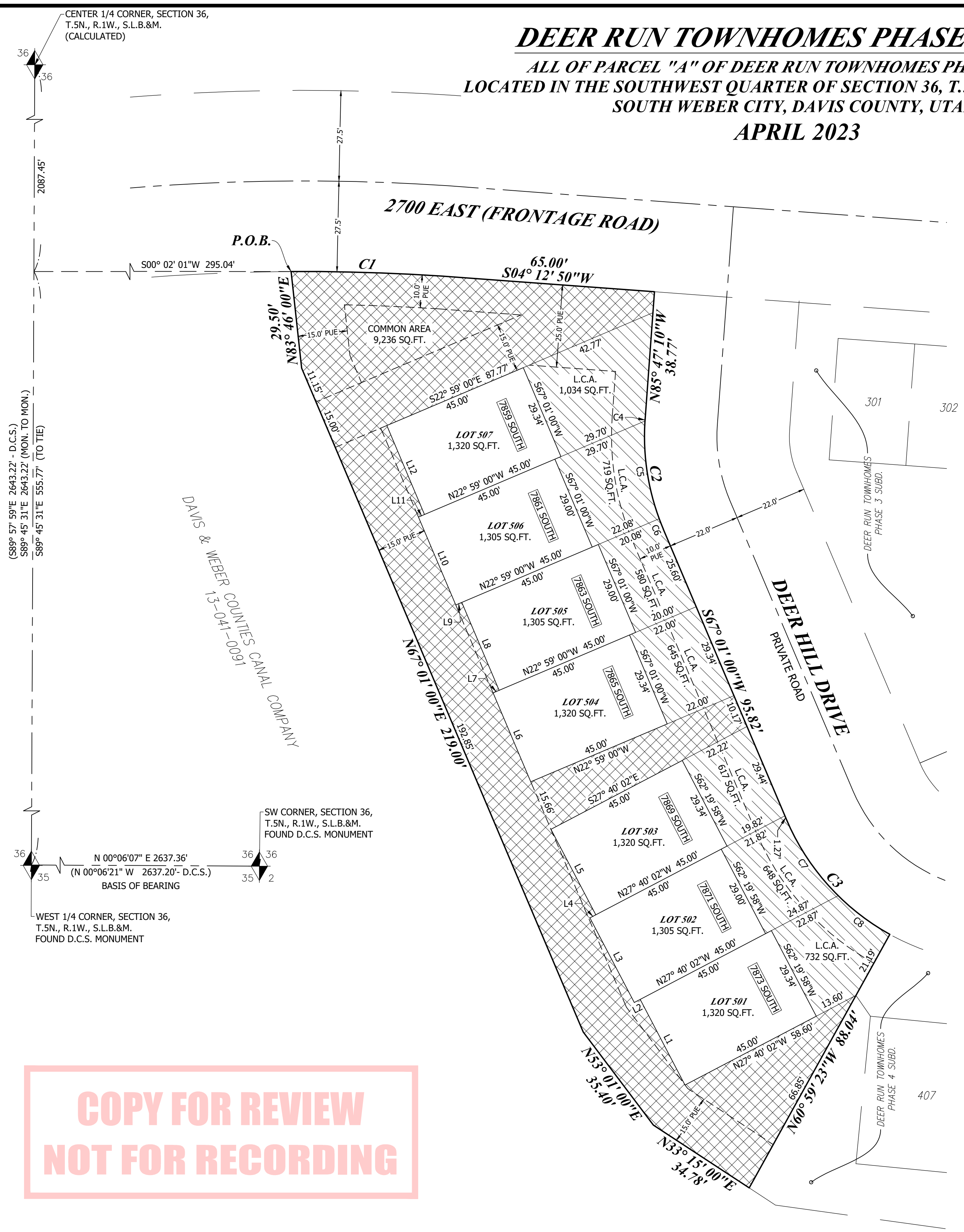
- NOTES**
- THE BASIS OF BEARINGS IS NORTH 00°06'07" EAST 2637.36 FEET FROM THE SOUTHWEST CORNER TO THE WEST QUARTER CORNER OF SAID SECTION 36. THE DAVIS COUNTY SURVEYOR'S MEASURED GROUND COURSE (D.C.S.) IS NORTH 00°06'21" WEST 2637.20 FEET.
  - THE STATE PLANE BEARING IS NORTH 00°14'31" EAST ALONG THE BASIS OF BEARINGS (D.C.S.), CALCULATED WITH NAD83 STATE PLANE COORDINATES IN THE UTAH NORTH ZONE.
  - OPEN SPACES ARE COMMON AREAS MANAGED BY THE HOA.
  - LIMITED COMMON AREAS CORRESPOND WITH THEIR NEAREST ADJOINING UNIT.

**DEVELOPER**  
 DEER RUN INVESTMENTS, LLC  
 JOSEPH COOK  
 P.O. BOX 1451  
 BOUNTIFUL, UTAH 84011  
 801-330-7713  
 sunsetbuilders11@gmail.com

**SHEET 1 OF 1**

**UTILITY APPROVAL**

DOMINION ENERGY \_\_\_\_\_ DATE: \_\_\_\_\_  
 ROCKY MOUNTAIN POWER: \_\_\_\_\_ DATE: \_\_\_\_\_



1470 South 600 West  
 Woods Cross, UT 84010  
 Phone 801.298.2236  
 www.Entellus.com  
 PROJ# 1025006.1 04/03/2023 LKM

**SOUTH WEBER CITY COUNCIL**

PRESENTED TO THE SOUTH WEBER CITY COUNCIL THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

\_\_\_\_\_  
 SOUTH WEBER CITY MAYOR      ATTEST: \_\_\_\_\_ CITY RECORDER

**SOUTH WEBER CITY PLANNING COMMISSION**

APPROVED BY THE SOUTH WEBER CITY PLANNING COMMISSION ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
 CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

**SOUTH WEBER CITY ENGINEER**

I 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

**SOUTH WEBER CITY ATTORNEY'S OFFICE**

APPROVED BY THE SOUTH WEBER CITY ATTORNEY THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
 SOUTH WEBER CITY ATTORNEY

**DAVIS COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_ FILED FOR RECORD AND RECORDED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ IN BOOK PAGE \_\_\_\_\_, COUNTY RECORDER \_\_\_\_\_, BY \_\_\_\_\_ DEPUTY

## **EXHIBIT 6**

# **DEER RUN TOWNHOMES 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 13th day of June, 2023, (“Effective Date”) by and between **SOUTH WEBER CITY**, a Utah municipal corporation (“City”) and **DEER RUN INVESTMENTS 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 residential development known as Deer Run Townhomes (“Development”).
- C. City and Developer desire to clearly establish long-term maintenance obligations relating to public and private infrastructure (water, sewer, storm drain, 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 Deer Run Investments LLC;
  - c. “Development” refers to the Developer’s project to develop or otherwise improve the Property into a residential development known as Deer Run Townhomes;
  - d. “Infrastructure” refers to water, sewer, storm drain/storm water, and landscaping infrastructure located on the Property and shown on **Exhibit “B;”**
  - e. “Property” means approximately 3.175 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 2700 East, 7800

South, and Deer Run Drive;

- 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;
  - i. “DWCCC” means Davis & Weber Counties Canal Company;
  - j. “DWC” means Davis & Weber Canal;
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, 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, tees, control valves, fire hydrants, and the meter stations.
    - ii. Developer shall own all services lines from the meter to the building.
  - b. **Sewer:**
    - i. City shall own the main line and manholes, including the portion crossing the DWC.
    - ii. Developer shall own the service laterals from the main to the building.
  - c. **Storm Drain / Storm Water:**
    - i. City owns the main line, manholes, and inlet boxes in the 2700 East and 7800 South Roadway.
    - ii. Developer shall own all interior lines (including the portion crossing the DWC), manholes, inlet boxes, detention and retention basins, discharge lines, outlet control structures, and any other on-site drainage facility; hereinafter referred to as Storm Water Facilities.
  - d. **Landscaping / Sidewalks / Signs / Fencing:**



- i. Developer shall own all landscaping within the Property, on the north side of Deer Run Drive, and west side of 2700 East within the ROW.
  - ii. Developer shall own all sidewalks within the Property.
  - iii. City owns all sidewalks within the ROW.
  - iv. Developer shall own any monument or operational sign within the Property.
  - v. City owns all operational signs located within the ROW.
  - vi. Developer shall own all proposed fencing associated with the Development.
  - vii. The DWCCC owns all fencing along the 2700 East ROW associated with their property, and all other fencing along the canal property that was historically installed by DWCCC.
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 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 pay for all costs associated with repairs for water infrastructure owned by the Developer or damage caused by Developer.
  - ii. 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. 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 provide access to all sewer manholes for inspection and cleaning by the City. Such access shall be a minimum of 15' wide with a roadway surface of sufficient integrity to support access by a vacuum truck. Developer agrees to maintain all access roadways.
  - ii. The City agrees to inspect and clean the sewer infrastructure it owns as often as is necessary to keep it in good working order
  - iii. Groundwater shall not be pumped or drained into sewer collection system either directly or indirectly.
- 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.*, grates, piping, catch basins, manholes, and underground detention basin systems), 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 30<sup>th</sup> 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 shall maintain all landscaping 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 Weber Basin Water Conservancy District and South Weber Water Improvement District. Culinary water will not be allowed to be used for landscaping irrigation purposes.
    - iii. Developer is responsible for maintaining all landscaping within the ROW (including park strip) along their property frontage and the DWC 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, 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: Deer Run Investments, LLC  
784 Parkway Drive PO BOX 540395  
North Salt Lake, UT 84054

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.

“City”

**SOUTH WEBER CITY**, a Utah municipal corporation

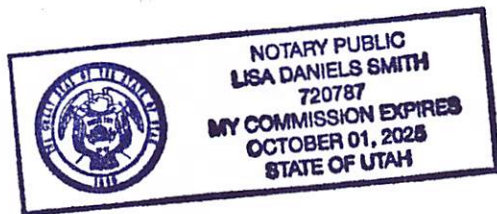
By: 

Title: City Manager David Larson

State of Utah            )  
                                  ) ss.  
County of Davis        )

On this 13th day of June 2023, personally appeared before me, David Larson, the signer of the foregoing instrument, who duly acknowledged that he is the City Manager of South Weber City, a Utah municipal corporation, and said David Larson acknowledged to me he 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.



  
NOTARY PUBLIC  
Commission Expires:



## EXHIBIT "A"

### Deer Run Townhomes Boundary Description

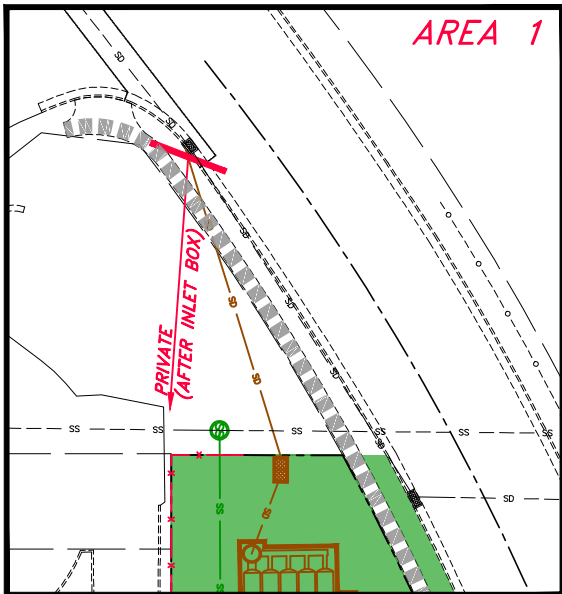
Part of Lot 1 and all of Parcel "A", Lofts at Deer Run (Entry #3487887, Davis County Recorder [D.C.R.]), and an additional parcel, located in the West half of Section 36, Township 5 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah, described as follows:

Beginning at the intersection of the southeasterly right-of-way line of the Davis and Weber Canal, and the west right-of-way line of the Frontage Road, said Point being South 89°45'31" East 555.77 feet along the quarter section line and South 00°02'01" West 295.04 feet from the West Quarter Corner of said Section 36, and running thence along said west right-of-way line the following two (2) courses: (1) Southerly 45.54 feet along the arc of a 626.80-foot-radius curve to the right (central angle equals 04°09'47" chord bears South 01°43'45" West 45.53 feet); (2) South 04°12'50" West 536.76 feet to the north right-of-way line of 7950 South Street; thence Southwesterly 77.32 feet along said north right-of-way line and along a non-tangent, 318.165-foot-radius curve to the left (central angle equals 13°55'26" and chord bears South 68°26'37" West 77.13 feet) to the east line of Lot 3, Deer Run Estates Unit No. 5 subdivision (Entry #726472, D.C.R.); thence North 28°31'06" West 234.73 feet along west lot line to the northwest corner of said Lot 3, marked by a rebar with no cap; thence North 87°57'40" West 116.32 feet along the north line of said Deer Run Estates Unit No. 5 subdivision to the southeasterly right-of-way line of said canal; thence along said southeasterly right-of-way line the following six (6) courses: (1) North 17°15'00" East 118.53 feet; (2) North 07°55'00" East 144.20 feet; (3) North 33°15'00" East 44.30 feet; (4) North 53°01'00" East 35.40 feet; (5) North 67°01'00" East 219.00 feet; (6) North 83°46'00" East 29.50 feet to the west right-of-way line of the Frontage Road and to the point of beginning.

Beginning at the intersection of the northerly right-of-way line of the Davis and Weber Canal, and the west right-of-way line of the Frontage Road, said Point being South 89°45'31" East 555.77 feet along the quarter section line and South 00°02'01" West 295.04 feet and North 06°46'21" West 140.18 feet from said west quarter corner of Section 36 and running thence South 83°46'00" West (South 83°21'47" West, by record) 47.65 feet along said northerly line; thence South 67°01'00" West 62.83 feet (South 66°36'47" West 63.92 feet, by record) along said northerly line; thence North 00°11'51" East 70.70 feet (North 71.41 feet, by record); thence North 90°00'00" East 6.00 feet; thence North 00°00'00" East 52.00 feet; thence South 90°00'00" West 6.00 feet; thence North 00°00'00" East 64.67 feet; thence South 89°58'06" East 44.68 feet to the west right-of-way line of said Frontage Road; thence Southeasterly 169.29 feet along said west right-of-way line and along the arc of a non-tangent, 626.80-foot-radius curve to the right (central angle equals 15°28'29" and chord bears South 20°55'48" East 168.78 feet) to the northerly right-of-way line of the Davis and Weber Canal and to the point of beginning.

Whole parcel contains 3.198 acres.

AREA 1



7800 SOUTH

SEE AREA 1 (THIS SHEET)

JA

SCALE:  
1" = 120'

2600 EAST

2700 EAST

DEER RUN DR

UTILITY LEGEND PRIVATE OWNERSHIP:

- SS --- EXISTING SEWER (SWC)
- ss --- PROPOSED SEWER (SWC)
- w --- EXISTING CULINARY WATER (SWC)
- w --- PROPOSED CULINARY WATER (SWC)
- sd --- EXISTING STORM DRAIN (SWC)
- sd --- PROPOSED STORM DRAIN (PRIVATE)
- x - x - x - EXISTING FENCE (DAVIS & WEBER CANAL COMPANY)
- x - x - x - PROPOSED FENCE (PRIVATE)
- --- EXISTING SIDEWALK (SWC)
- --- PROPOSED SIDEWALK (PRIVATE)
- --- PROPOSED LANDSCAPING (PRIVATE)



CONSULTING ENGINEERS

6080 Fashion Point Drive South Ogden, Utah 84403

(801) 476-9767 [www.jonescivil.com](http://www.jonescivil.com)

**OWNERSHIP AND MAINTENANCE AGREEMENT**

**OVERALL OWNERSHIP EXHIBIT**

**EXHIBIT B**

SHEET:

**1**

OF 1 SHEETS

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