

RESOLUTION 23-31

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING
THE FINAL PLATS AND ASSOCIATED AGREEMENTS FOR
RIVERWOOD SUBDIVISION PHASES 1 & 2**

WHEREAS, an application for subdividing 34.165 acres at approximately 75 W South Weber Drive into 56 building lots was submitted by Nilson Homes; 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 entire subdivision on the 20th of October, 2021; and

WHEREAS, the Planning Commission reviewed all the supporting documents in an open public meeting on the 8th of June, 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 12th of December, 2023 and after thorough consideration approved the plat and plans as presented;

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

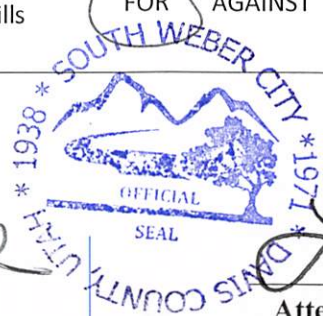
Section 1. Approval: Final Plat Phases 1 and 2 for Riverwood Subdivision located at approximately 75 W South Weber Drive are hereby approved as attached in **Exhibits 1 and 2**.


Section 2. Agreements: The Secondary Water Shares Agreement in **Exhibit 3**, the Easement Encroachment Agreement in **Exhibit 4**, and the Drainage Agreement in **Exhibit 5** are all hereby approved as attached.

Section 3: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.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 12th day of December, 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 |



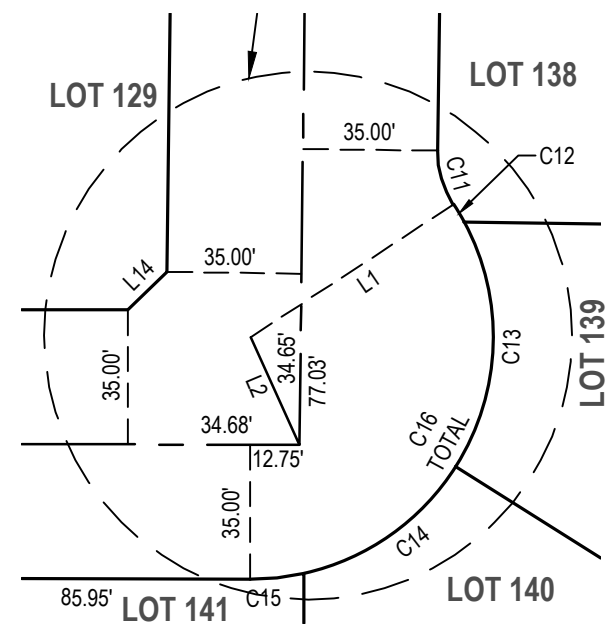

Rod Westbrook, Mayor


Attest: Lisa Smith, Recorder

EXHIBIT 1 RIVERWOOD PHASE 1 PLAT

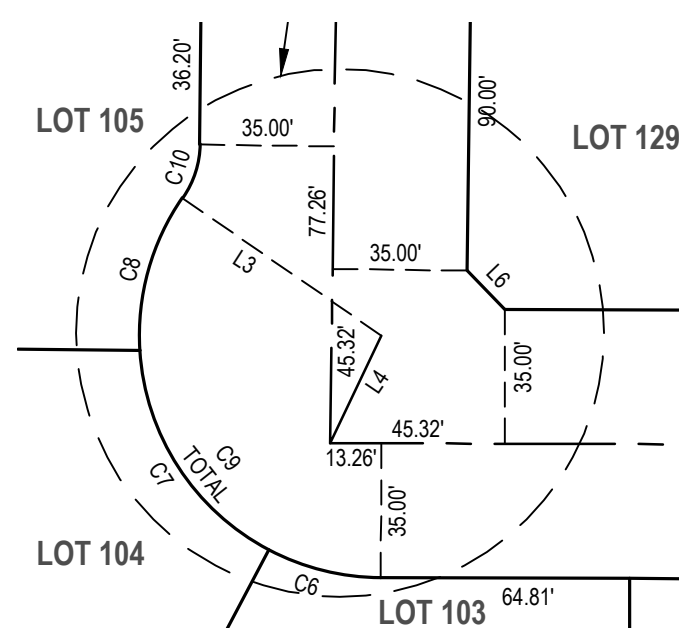
RIVERWOOD SUBDIVISION PHASE 1

LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 20
TOWNSHIP 5 NORTH RANGE 1 WEST
SALT LAKE BASE & MERIDIAN
SOUTH WEBER CITY, DAVIS COUNTY, UTAH
MAY 2023



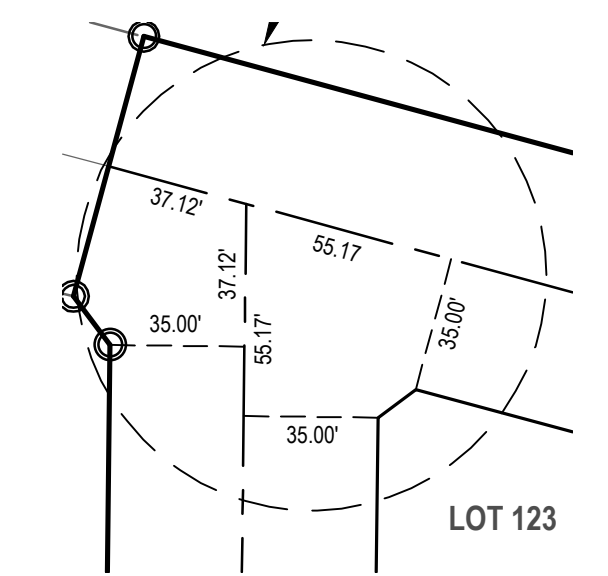
1 DETAIL A

SCALE: 1"=50'



2 DETAIL B

SCALE: 1"=50'



3 DETAIL C

SCALE: 1"=50'

NOTES

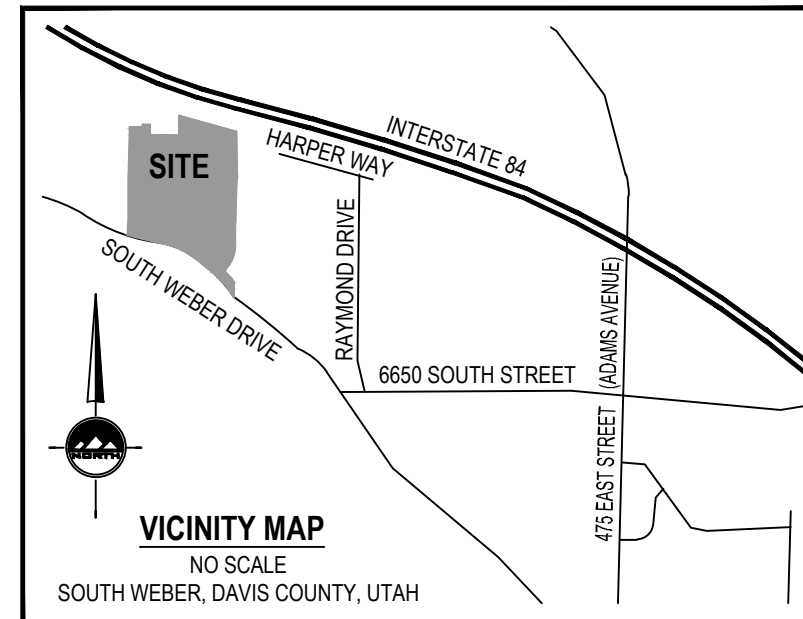
- UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE GENERAL UTILITY EASEMENTS IDENTIFIED ON THIS PLAN MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE CURB. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE G.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE G.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE CURB. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE G.U.E.
- PROPERTY IS ZONED R-UM.
A. FRONT YARD SETBACK IS 20'
B. REAR YARD SETBACK IS 20'
C. SIDE YARD SETBACK IS 10' EACH SIDE
D. CORNER LOT SIDE YARD SETBACK IS 20' STREET SIDE
- ALL GENERAL UTILITY EASEMENTS (GULE) ARE 10' FRONT, 5' SIDE AND 10' REAR UNLESS OTHERWISE NOTED HEREON.
- ALL EXISTING AND PROPOSED STREETS ARE PUBLIC STREETS.
- PROTECT ALL EXISTING SECTION CORNERS AND STREET MONUMENTS. COORDINATE ALL SURVEY STREET MONUMENT INSTALLATION, GRADE ADJUSTMENT AND ALL REQUIRED FEES AND PERMITS WITH THE COUNTY SURVEYOR PRIOR TO DISRUPTION OF ANY EXISTING MONUMENTS.
- 5/8" X 24" REBAR AND CAP WILL BE PLACED AT ALL REAR LOT CORNERS AND FRONT LOT CORNERS WILL BE MARKED WITH A NAIL OR RIVET AT THE EXTENSION IN THE CURB.
- ALL STRUCTURES WILL CONFORM WITH MINIMUM DISTANCE FROM POWER LINES
- NOTICE TO PURCHASERS: THE CITY OPERATES A PUBLIC WORKS FACILITY TO THE EAST OF THIS SUBDIVISION WHICH OPERATES ALL HOURS OF THE DAY AND NIGHT, AND MAY CAUSE NOISE, LIGHT, ODORS OR OTHER CONDITIONS ASSOCIATED WITH ITS OPERATION. PURCHASERS AFFIRMATIVELY ACCEPT THAT SUCH CONDITIONS ARE LIKELY TO OCCUR.
- THERE IS AN EXISTING SEWER LINE THAT RUNS ALONG THE REARS OF LOTS 104 AND 140-143. EXISTING LINE IS TO BE ABANDONED AND REROUTED WITHIN PUBLIC RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENT. ANY EASEMENT ASSOCIATED WITH SAID EXISTING SEWER LINE, WRITTEN OR PRESCRIBED IS TO BE VACATED UPON RECORDING OF THIS PLAN.

LINE TABLE

| LINE | BEARING | LENGTH |
|------|-------------|--------|
| L1 | S56°46'07"W | 63.00' |
| L2 | S24°12'10"E | 30.75' |
| L3 | S55°20'07"E | 63.00' |
| L4 | N25°3'14"E | 30.98' |
| L5 | S44°16'06"E | 14.15' |
| L6 | N44°32'41"W | 14.08' |
| L7 | S45°27'19"W | 14.21' |
| L8 | N44°32'41"W | 14.08' |
| L9 | S45°27'19"W | 14.21' |
| L10 | N44°32'41"W | 14.08' |
| L11 | N52°56'36"E | 12.25' |
| L12 | S37°03'24"E | 15.81' |
| L13 | S52°56'36"W | 12.25' |
| L14 | S45°42'56"W | 14.14' |

CURVE TABLE

| CURVE | RADIUS | LENGTH | DELTA | BEARING | CHORD |
|-------|----------|---------|------------|-------------|---------|
| C1 | 215.00' | 56.01' | 14°55'37" | N11°17'06"E | 55.85' |
| C2 | 215.00' | 11.65' | 3°06'18" | N2°16'09"E | 11.65' |
| C3 | 215.00' | 67.66' | 18°01'55" | N9°43'57"E | 67.39' |
| C4 | 472.39' | 32.28' | 3°54'56" | N76°34'50"W | 32.28' |
| C5 | 1710.00' | 162.26' | 5°26'12" | S75°04'15"E | 162.20' |
| C6 | 63.00' | 30.26' | 27°31'10" | S76°02'47"E | 29.97' |
| C7 | 63.00' | 64.62' | 58°45'55" | S32°54'15"E | 61.82' |
| C8 | 63.00' | 41.99' | 38°11'10" | S15°34'18"W | 41.21' |
| C9 | 63.00' | 136.88' | 124°28'15" | S27°34'15"E | 111.49' |
| C10 | 25.00' | 14.81' | 33°56'53" | N17°41'28"E | 14.60' |
| C11 | 25.00' | 14.81' | 33°56'53" | S16°15'28"E | 14.60' |
| C12 | 63.00' | 5.34' | 4°51'22" | N30°48'11"W | 5.34' |
| C13 | 63.00' | 66.63' | 60°35'49" | N1°55'24"E | 63.57' |
| C14 | 63.00' | 49.58' | 45°05'25" | N54°46'01"E | 48.31' |
| C15 | 63.00' | 14.16' | 12°52'54" | N83°45'11"E | 14.13' |
| C16 | 63.00' | 135.71' | 123°25'31" | N28°28'53"E | 110.95' |
| C17 | 285.00' | 78.69' | 15°49'07" | N10°50'21"E | 78.44' |
| C18 | 285.00' | 11.01' | 2°12'47" | N1°49'24"E | 11.01' |
| C19 | 285.00' | 89.69' | 18°01'55" | N8°43'57"E | 89.32' |
| C20 | 701.48' | 219.29' | 17°54'41" | N58°55'28"W | 218.40' |
| C21 | 674.74' | 72.35' | 4°44'19" | N48°32'37"W | 72.33' |
| C22 | 250.00' | 78.68' | 18°01'55" | N9°43'57"E | 78.35' |
| C23 | 1750.00' | 153.68' | 5°01'54" | S75°16'29"E | 153.63' |
| C24 | 725.00' | 30.59' | 2°25'03" | S76°34'50"E | 30.59' |
| C25 | 725.00' | 52.14' | 4°07'13" | S73°18'42"E | 52.13' |
| C26 | 725.00' | 52.14' | 4°07'13" | S69°11'29"E | 52.13' |
| C27 | 725.00' | 207.69' | 16°24'48" | S58°55'28"E | 206.98' |
| C28 | 725.00' | 342.55' | 27°04'17" | N64°15'13"W | 339.38' |
| C29 | 913.17' | 75.53' | 4°44'19" | S48°20'54"E | 75.50' |
| C30 | 913.17' | 9.94' | 0°37'24" | S45°40'03"E | 9.93' |
| C31 | 913.17' | 85.46' | 5°21'44" | N48°02'12"W | 85.43' |
| C32 | 663.50' | 126.40' | 10°54'56" | N39°53'53"W | 126.21' |



BOUNDARY DESCRIPTION

A parcel of land, situate in the Southwest Quarter of Section 20, Township 5 North, Range 1 West, Salt Lake Base and Meridian, said parcel also located in South Weber City, Davis County, Utah, more particularly described as follows:

Beginning at a point on the southerly right-of-way line of South Weber Drive (SR-60) said point being South 89°28'27" East 1758.52 feet along the Section Line (NAD83 Bearing being South 89°07'36" East between the Southwest Corner and the South Quarter Corner of said Section 20 per the Davis County Township Reference Plat) and North 00°31'33" East 414.62 feet from the Southwest Corner of said Section 20 and running thence along the southerly right-of-way line of South Weber Drive the following seven (7) courses and distances:

- North 34°26'25" West 101.90 feet;
- northwesterly 118.78 feet along the arc of a 623.50-foot radius tangent curve to the left (center bears South 55°33'35" West and the long chord bears North 39°53'53" West 118.60 feet with a central angle of 10°54'56");
- northwesterly 81.72 feet along the arc of a 873.17-foot radius curve to the left (center bears South 44°38'39" West and the long chord bears North 48°02'12" West 81.69 feet with a central angle of 05°21'44");
- North 50°43'04" West 166.95 feet;
- northwesterly 323.65 feet along the arc of a 685.00-foot radius tangent curve to the left (center bears South 39°16'56" West and the long chord bears North 64°15'13" West 320.65 feet with a central angle of 27°04'17");
- North 77°47'22" West 200.82 feet;
- North 75°28'19" West 144.76 feet;

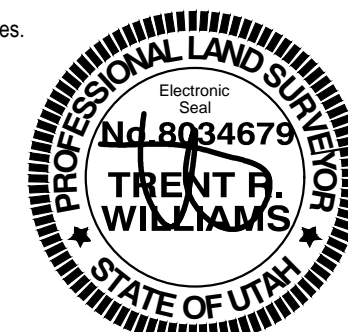
thence North 76.42 feet;
thence North 02°33'30" East 60.42 feet;
thence North 00°22'43" East 146.90 feet;
thence North 00°34'17" West 219.46 feet;
thence North 01°42'44" East 417.07 feet;
thence North 00°37'23" West 17.57 feet;
thence South 89°15'12" East 107.23 feet;
thence North 85°43'54" East 14.14 feet;
thence North 00°43'00" East 15.01 feet;
thence South 89°17'00" East 70.00 feet;
thence South 00°43'00" West 93.39 feet;
thence South 89°17'00" East 263.37 feet;
thence North 00°43'00" East 58.95 feet;
thence North 37°03'24" West 15.81 feet;
thence North 15°10'13" East 70.00 feet;
thence South 74°49'47" East 537.48 feet to the westerly line of the Public Works Subdivision;

thence along the westerly line of the Public Works Subdivision the following seven (7) courses and distances:

- South 00°27'09" East 408.10 feet;
- South 01°27'37" West 100.08 feet;
- South 01°38'08" West 190.72 feet;
- South 01°44'29" West 179.99 feet;
- South 01°04'34" West 147.09 feet;
- South 01°12'48" West 39.65 feet;
- southerly 219.43 feet along the arc of a 300.00-foot radius tangent curve to the right (center bears North 88°49'12" West and the long chord bears South 22°10'03" West 214.57 feet with a central angle of 4°54'30");

thence South 43°07'17" West 31.61 feet;
thence South 41°11'47" East 143.84 feet;
thence South 00°00'33" West 129.98 feet to the point of Beginning.

Contains: 1,150,443 square feet or 26.411 acres.



October 26, 2023

DEVELOPER
NILSON HOMES
5617 SOUTH 1475 EAST
SOUTH OGDEN, UTAH 84403

SURVEYOR'S CERTIFICATE

I, **TRENT R. WILLIAMS**, do hereby certify that I am a Licensed Professional Land Surveyor in the State of Utah and that I hold License No. **8034679** in accordance with Title 58, Chapter 22 of the Professional Engineers and Land Surveyors Act. I further certify that by authority of The Owners, I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17 and have verified all measurements and that the monuments shown on this plat are located as indicated and are sufficient to accurately establish the boundaries of the herein described tract of real property and that it has been drawn correctly and is true and correct representation of the herein described lands included in said subdivision based on data compiled from The County Recorder's office. I further certify that all lots meet frontage width and area requirements of applicable zoning ordinances.

OWNER'S DEDICATION

We the undersigned owners of the herein described tract of land, do hereby set apart and subdivide the same into lots and streets as shown on the plat and name said tract:

RIVERWOOD SUBDIVISION PHASE 1

and do hereby dedicate, grant and convey to South Weber City, Davis County, Utah, all parts of said tract of land designated as streets, the same to be used as public thoroughfares forever, and also dedicate to South Weber City those certain strips as easements for general utility and drainage purposes as shown hereon, the same to be used for the installation, maintenance and operation of general utility service lines and drainage as may be authorized by South Weber City, with no buildings or structures being erected within such easements; and also dedicate, grant and convey to the Utah Department of Transportation, all parts of said tract of land along South Weber Drive (SR-60), the same to be used as a public thoroughfare forever.

Warrant and defend and save the City harmless against any easements or other encroachments on the dedicated streets which will interfere with the City's use, maintenance and operation of the streets.

In witness whereof I/we hereunto set our hand (s) this _____ day of _____ A.D., 20_____

By: _____
South Weber City

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH, J.S.S.
County of Davis

On the _____ day of _____ A.D., 20_____,
I, _____, personally appeared before me, the undersigned Notary Public, in and for said County of _____ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the _____ of _____ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: _____
RESIDING IN _____ COUNTY.

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH, J.S.S.
County of Davis

On the _____ day of _____ A.D., 20_____,
I, _____, personally appeared before me, the undersigned Notary Public, in and for said County of _____ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the _____ of _____ and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Corporation by authority of a resolution of its Board of Directors for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: _____
RESIDING IN _____ COUNTY.

RIVERWOOD SUBDIVISION PHASE 1

LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 20
TOWNSHIP 5 NORTH RANGE 1 WEST
SALT LAKE BASE & MERIDIAN
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE _____
PAID _____ FILED FOR RECORD AND
RECORDED THIS _____ DAY OF _____ 20_____
AT _____ IN BOOK _____ OF OFFICIAL RECORDS
PAGE _____

SHEET 1 OF 2

PROJECT NUMBER: 7992A
MANAGER: C.PRESTON
DRAWN BY: J.MOSS
CHECKED BY: T.WILLIAMS
DATE: 10/26/23

DAVIS COUNTY RECORDER
BY _____
DEPUTY RECORDER

DOMINION ENERGY UTAH APPROVAL

DOMINION ENERGY UTAH - NOTE WITH NO EXISTING NATURAL GAS EASEMENT

QUESTAR GAS COMPANY, dba DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAN SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAN CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAN, INCLUDING THOSE SET FORTH IN THE OWNER'S DEDICATION OR IN THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-336-8532

APPROVED THIS _____ DAY OF _____ 20_____
BY: _____
TITLE: _____



LAYTON
919 North 400 West
Layton UT 84041
Phone: 801.547.1100
Fax: 801.553.6315

SALT LAKE CITY
FOURCLE
Phone: 435.843.2899

CEDAR CITY
Phone: 435.865.1463

RICHFIELD
Phone: 435.895.2983

WWW.ENSGNENG.COM

ROCKY MOUNTAIN POWER APPROVAL

APPROVED THIS _____ DAY OF _____ 20_____
BY THE ROCKY MOUNTAIN POWER.

ROCKY MOUNTAIN POWER

CITY ATTORNEY'S APPROVAL

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

SOUTH WEBER CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____ 20_____
BY THE CITY PLANNING COMMISSION APPROVAL

CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

CITY ENGINEER'S APPROVAL

APPROVED THIS _____ DAY OF _____ 20_____
BY THE SOUTH WEBER CITY ENGINEER

SOUTH WEBER CITY ENGINEER

CITY COUNCIL APPROVAL

APPROVED THIS _____ DAY OF _____ 20_____
BY THE SOUTH WEBER CITY COUNCIL

CITY RECORDER CITY MAYOR

RIVERWOOD SUBDIVISION PHASE 1

LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 20
TOWNSHIP 5 NORTH RANGE 1 WEST
SALT LAKE BASE & MERIDIAN
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

ELITE TRAINING CENTERS, LLC
PUBLIC WORKS SUBDIVISION
LOT 1
13-358-0001

SOUTH WEBER CITY
PUBLIC WORKS SUBDIVISION
LOT 2
13-358-0002

30.0' EXIST CULINARY
WATER EASEMENT WEBER BASIN
WATER CONSERVANCY DISTRICT
ENTRY NO. 1117119
BOOK 1585, PAGE 1483 - WEBER COUNTY

25.0' EXIST SEWER EASEMENT
CENTRAL WEBER SEWER IMPROVEMENT DISTRICT
ENTRY NO. 1178977
BOOK 1627, PAGE 1513 - WEBER COUNTY

INTERSTATE HIGHWAY 84

LARRY D RAY
REVOCABLE TRUST
07-079-0056

LARRY D RAY
REVOCABLE TRUST
07-079-0007

30.0' EXIST CULINARY
WATER EASEMENT WEBER BASIN
WATER CONSERVANCY DISTRICT
ENTRY NO. 1117119
BOOK 1585, PAGE 1483 - WEBER COUNTY

25.0' EXIST SEWER EASEMENT
CENTRAL WEBER SEWER IMPROVEMENT DISTRICT
ENTRY NO. 1178977
BOOK 1627, PAGE 1513 - WEBER COUNTY

HARRY L. AND WANDA F. PECK
TRUSTEES
13-005-0003

D=4°38'05"
R=1790.00
L=144.80'
CB=N 75°28'19" W
C=144.76'

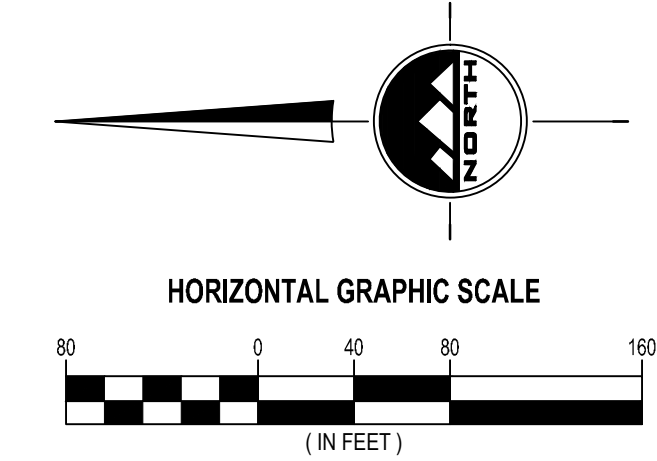
D=27°04'17"
R=685.00
L=323.65'
CB=N 64°15'13" W
C=320.65'

D=10°54'56"
R=623.50
L=118.78'
CB=N 39°53'53" W
C=118.60'

D=5°21'44"
R=873.17
L=81.72'
CB=N 48°02'12" W
C=81.69'

LEGEND

- SECTION CORNER
- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV."
- GUIDE
- EASEMENTS
- SETBACK LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY LINE



RIVERWOOD SUBDIVISION PHASE 1

LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 20
TOWNSHIP 5 NORTH RANGE 1 WEST
SALT LAKE BASE & MERIDIAN
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE _____
PAID _____ FILED FOR RECORD AND
RECORDED THIS _____ DAY OF _____ 20____
AT _____ IN BOOK _____ OF OFFICIAL RECORDS
PAGE _____

SHEET 2 OF 2

PROJECT NUMBER: 7992A
MANAGER: C.PRESTON
DRAWN BY: J.MOSS
CHECKED BY: T.WILLIAMS
DATE: 10/26/23

DEVELOPER
NILSON HOMES
5617 SOUTH 1475 EAST
SOUTH OGDEN, UTAH 84403

DAVIS COUNTY RECORDER
BY _____
DEPUTY RECORDER

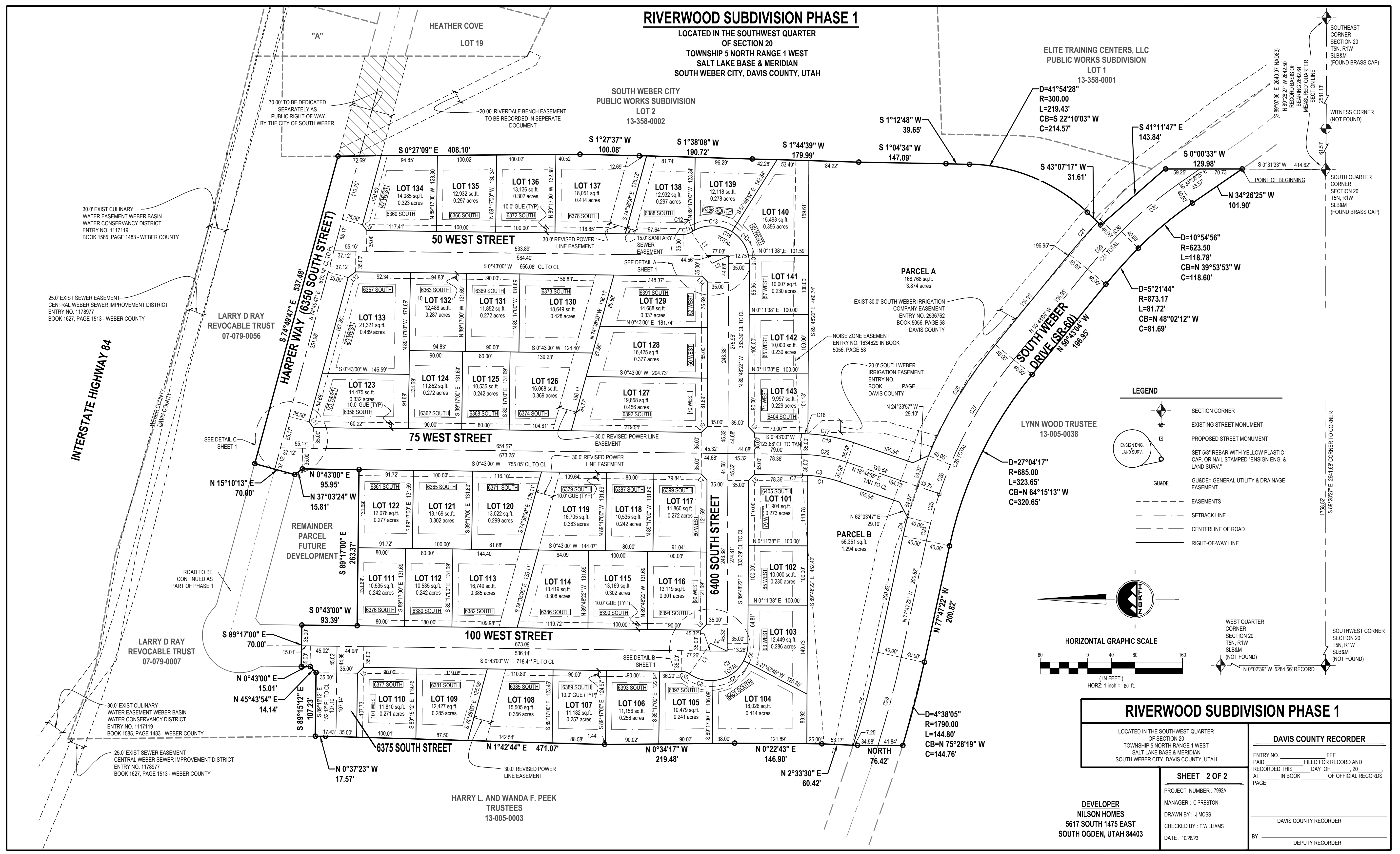


EXHIBIT 2 RIVERWOOD PHASE 2 PLAT

RIVERWOOD SUBDIVISION PHASE 2

LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 20
TOWNSHIP 5 NORTH RANGE 1 WEST
SALT LAKE BASE & MERIDIAN
SOUTH WEBER CITY, DAVIS COUNTY, UTAH
OCTOBER 2023

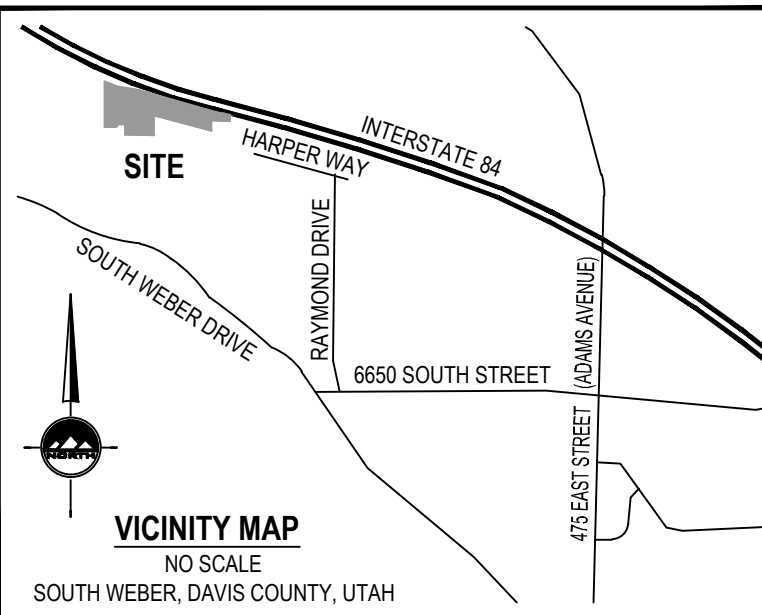
| CURVE TABLE | | | | | |
|-------------|--------|---------|------------|-------------|---------|
| CURVE | RADIUS | LENGTH | DELTA | BEARING | CHORD |
| C1 | 25.00' | 12.99' | 29°46'42" | S59°56'26"E | 12.85' |
| C2 | 63.00' | 48.36' | 43°58'59" | N67°02'34"W | 47.18' |
| C3 | 63.00' | 129.89' | 118°07'45" | S31°54'04"W | 108.08' |
| C4 | 63.00' | 1.96' | 1°46'43" | S28°03'11"E | 1.96' |
| C5 | 63.00' | 180.21' | 163°53'28" | S53°00'12"W | 124.76' |
| C6 | 25.00' | 12.94' | 29°39'32" | N14°06'46"W | 12.80' |

LEGEND

- SECTION CORNER
- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV."
- GUE
- EASEMENTS
- SETBACK LINE
- SECONDARY WATER EASEMENT
- SEWER EASEMENT

NOTES

- UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE G.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE G.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE, AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE G.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE G.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE G.U.E.
- PROPERTY IS ZONED R-1M.
 - FRONT YARD SETBACK IS 20'
 - REAR YARD SETBACK IS 25'
 - SIDE YARD SETBACK IS 10' EACH SIDE
 - CORNER LOT SIDE YARD SETBACK IS 20' STREET SIDE
- ALL GENERAL UTILITY EASEMENTS (GUE) ARE 10' ALONG STREET FRONTAGE, UNLESS OTHERWISE NOTED HEREON.
- ALL EXISTING AND PROPOSED STREETS ARE PUBLIC STREETS
- APPLICABLE DESIGN CRITERIA FOR CULINARY WATER, SEWER, STORM DRAIN AND ROADWAYS HAS BEEN USED PER SOUTH WEBER CITY SPECIFICATIONS. APPLICABLE DESIGN CRITERIA FOR IRRIGATION HAS BEEN USED PER RIVERDALE BENCH CANAL COMPANY.
- PROTECT ALL EXISTING STREET CORNERS AND STREET MONUMENTS. COORDINATE ALL SURVEY STREET MONUMENT INSTALLATION, GRADE ADJUSTMENT AND ALL REQUIRED FEES AND PERMITS WITH THE COUNTY SURVEYOR PRIOR TO DISRUPTION OF ANY EXISTING MONUMENTS.
- 5/8" X 24" REBAR AND CAP WILL BE PLACED AT ALL REAR LOT CORNERS AND FRONT LOT CORNERS WILL BE MARKED WITH A NAIL OR RIVET AT THE EXTENSION IN THE CURB.
- ALL STRUCTURES WILL CONFORM WITH MINIMUM DISTANCE FROM POWER LINES.
- NOTICE TO PURCHASERS: THE CITY OPERATES A PUBLIC WORKS FACILITY TO THE EAST OF THIS SUBDIVISION, WHICH OPERATES ALL HOURS OF THE DAY AND NIGHT, AND MAY CAUSE NOISE, LIGHT, ODDORS OR OTHER CONDITIONS ASSOCIATED WITH ITS OPERATION. PURCHASERS AFFIRMATIVELY ACCEPT THAT SUCH CONDITIONS ARE LIKELY TO OCCUR.



SURVEYOR'S CERTIFICATE

I, **TRENT R. WILLIAMS**, do hereby certify that I am a Licensed Professional Land Surveyor in the State of Utah and that I hold License No. **8034679** in accordance with Title 58, Chapter 22 of the Professional Engineers and Land Surveyors Act. I further certify that by authority of The Owners, I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17 and have verified all measurements and that the monuments shown on this plat are located as indicated and are sufficient to accurately establish the boundaries of the herein described tract of real property and that it has been drawn correctly and is true and correct representation of the herein described lands included in said subdivision based on data compiled from The County Recorder's office. I further certify that all lots meet frontage width and area requirements of applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land, situate in the Southwest Quarter of Section 20, Township 5 North, Range 1 West, Salt Lake Base and Meridian, said parcel also located in South Weber City, Davis County, Utah, more particularly described as follows:

Beginning at a point on the northerly right-of-way line of Harper Way (6350 South Street) as depicted on the Riverwood Subdivision Phase 1 Plat, said point being South 89°28'27" East 1766.22 feet along the Section Line (NAD83 Bearing being South 89°07'36" East between the Southwest Corner and the South Quarter Corner of said Section 20 per the Davis County Township Reference Plat) and North 00°31'33" East 1940.14 feet from the Southwest Corner of said Section 20 and running thence along the northerly perimeter of Riverwood Subdivision Phase 1 the following ten (10) courses and distances:

- North 74°49'47" West 537.48 feet;
- South 15°10'13" West 70.00 feet;
- South 37°03'24" East 15.81 feet;
- South 00°43'00" West 95.95 feet;
- North 89°17'00" West 263.37 feet;
- North 00°43'00" East 93.39 feet;
- North 89°17'00" West 70.00 feet;
- South 00°43'00" West 15.01 feet;
- South 45°43'54" West 14.14 feet;
- North 89°15'12" West 107.23 feet;

thence North 00°37'23" West 415.08 feet to the Davis/Weber County Line, also being the southerly right-of-way line of Interstate

thence along the Davis/Weber County line the following five (5) courses and distances:

- easterly 132.81 feet along the arc of a 5059.08-foot radius non-tangent curve to the left (center bears North 21°17'26" East and the long chord bears South 69°27'41" East 132.81 feet with a central angle of 01°30'15");
- South 79°47'04" East 195.68 feet;
- easterly 133.08 feet along the arc of a 5838.05-foot radius non-tangent curve to the left (center bears North 18°02'56" East and the long chord bears South 72°36'15" East 133.08 feet with a central angle of 01°18'22");
- easterly 601.53 feet along the arc of a 10620.51-foot radius curve to the left (center bears North 16°44'34" East and the long chord bears South 74°52'47" East 601.45 feet with a central angle of 03°14'43");
- easterly 130.68 feet along the arc of a 22802.07-foot radius non-tangent curve to the left (center bears North 13°49'34" East and the long chord bears South 76°20'17" East 130.68 feet with a central angle of 00°19'42");

thence South 00°00'24" West 51.43 feet to the northerly line of Public Works Subdivision; thence North 89°17'00" West 169.34 feet along said northerly line; thence South 00°27'09" East 95.51 feet; to the Point of Beginning.

Contains: 294664 square feet or 6.535 acres.

OWNER'S DEDICATION

We the undersigned owners of the herein described tract of land, do hereby set apart and subdivide the same into lots and streets as shown on the plat and name said tract:

RIVERWOOD SUBDIVISION PHASE 2

and do hereby dedicate, grant and convey to South Weber City, Davis County, Utah, all parts of said tract of land designated as streets, the same to be used as public thoroughfares forever, and also dedicate to South Weber City those certain strips as easements for general utility and drainage purposes as shown hereon, the same to be used for the installation, maintenance and operation of general utility service lines and drainage as may be authorized by South Weber City, with no buildings or structures being erected within such easements; and also dedicate Parcel A to South Weber City for drainage, underground utility, and public trail access purposes.

Warrant and defend and save the City harmless against any easements or other encumbrances on the dedicated streets which will interfere with the City's use, maintenance and operation of the streets.

In witness whereof I / we have hereunto set our hand (s) this _____ day of _____ A.D., 20____

By: _____ By: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH, J.S.S., County of Davis
On the _____ day of _____ A.D., 20____, I, _____, personally appeared before me, the undersigned Notary Public, in and for said County of _____ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the _____ of _____ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC RESIDING IN _____ COUNTY.

RIVERWOOD SUBDIVISION PHASE 2

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20 TOWNSHIP 5 NORTH RANGE 1 WEST SALT LAKE BASE & MERIDIAN SOUTH WEBER CITY, DAVIS COUNTY, UTAH

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE _____
PAID _____ FILED FOR RECORD AND
RECORDED THIS _____ DAY OF _____ 20____
AT _____ IN BOOK _____ OF OFFICIAL RECORDS
PAGE _____

SHEET 1 OF 1
PROJECT NUMBER: 7992A
MANAGER: C.PRESTON
DRAWN BY: J.MOSS
CHECKED BY: T.WILLIAMS
DATE: 10/26/23
BY _____ DEPUTY RECORDER

NORTHWEST CORNER SECTION 20 TSN, R1W SLB&M (FOUND 1941 BRASS CAP)

WEST QUARTER CORNER SECTION 20 TSN, R1W SLB&M (NOT FOUND)

HARRY L. AND WANDA F. PEEK TRUSTEES

SOUTHWEST CORNER SECTION 20 TSN, R1W SLB&M (FOUND 1941 BRASS CAP)

DOMINION ENERGY UTAH APPROVAL

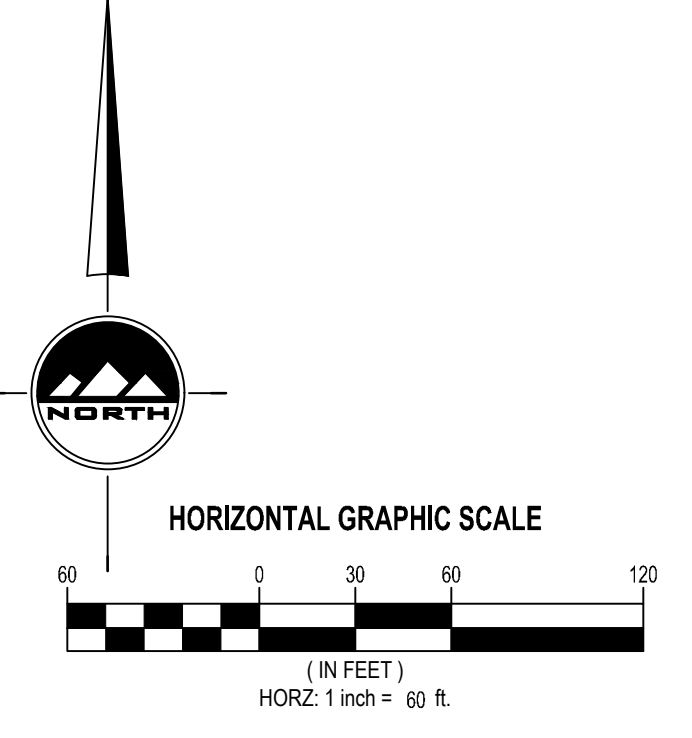
DOMINION ENERGY UTAH - NOTE WITH NO EXISTING NATURAL GAS EASEMENT

QUESTAR GAS COMPANY, a subsidiary of DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER'S DEDICATION OR IN THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-336-8532

APPROVED THIS _____ DAY OF _____ 20____

BY: _____

TITLE: _____



LAYTON
919 North 400 West
Layton UT 84041
Phone: 801.547.1100
Fax: 801.553.6315
WWW.ENSGNENG.COM

SALT LAKE CITY
Phone: 801.265.0529

TOOLE
Phone: 435.843.3500

CEDAR CITY
Phone: 435.846.8453

RICHFIELD
Phone: 435.896.2983

DEVELOPER
NILSON HOMES
5617 SOUTH 1475 EAST
SOUTH OGDEN, UTAH 84403

CITY ATTORNEY'S APPROVAL

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

SOUTH WEBER CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____ 20____
BY THE CITY PLANNING COMMISSION APPROVAL

CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

CITY ENGINEER'S APPROVAL

APPROVED THIS _____ DAY OF _____ 20____
BY THE SOUTH WEBER CITY CITY ENGINEER

SOUTH WEBER CITY ENGINEER

CITY COUNCIL APPROVAL

APPROVED THIS _____ DAY OF _____ 20____
BY THE SOUTH WEBER CITY COUNCIL

CITY RECORDER CITY MAYOR

SURVEY RECORDING DATA

DATE: _____
DRAWING No. _____

**EXHIBIT 3 SECONDARY WATER
SHARES AGREEMENT**

SECONDARY WATER SHARES AGREEMENT
for the
-- RIVERWOOD SUBDIVISION PHASE 2 DEVELOPMENT --

This **SECONDARY WATER SHARES AGREEMENT** (“Agreement”) is made and entered into as of the 12th day of December, 2023, by and among **SOUTH WEBER CITY**, A Utah municipal corporation, hereinafter referred to as the “City”; **NILSON LAND DEVELOPMENT, LLC**, hereinafter referred to as “Developer”; and the **LARRY D. RAY REVOCABLE TRUST** under Declaration of Trust Dated December 29, 1997, as amended, and the **SUZANNE A. RAY REVOCABLE TRUST** under Declaration of Trust dated December 29, 1997, as amended, hereinafter referred to collectively as “Owner.” City, Developer, and Owner are sometimes referred to collectively herein as the “Parties,” and individually as a “Party.”

RECITALS:

A. The City, acting pursuant to its authority under the Utah Land Use Development and Management Act (“LUDMA”), Utah Code Annotated §§ 10-9a-101, et seq., as amended, and the Municipal Code for South Weber City (“City Code”), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed development of certain property, (further described below as **Exhibit A**), in exercise of its legislative discretion and administrative authority, and has elected to enter into this Agreement.

B. The Developer has a contract to purchase real property from the Owner, as described in **Exhibit A** (the “Property”). The Property is identified as including all of parcel numbers 13-005-0042, 13-005-0043, 13-005-0044, and a portion of 13-005-0038 and abuts Interstate 84 to the north, the Public Works Subdivision Lot 2 to the east, parcel 13-005-0039 to the west and the remainder of parcel 13-005-0038 to the south.

C. The Developer intends to develop the Property into a subdivision with 12 lots and an open space parcel, entitled Riverwood Subdivision Phase 2.

D. In accordance with Section 11-4-3 (Adequate Public Improvements) of the City Code a pressurized secondary water system must be provided as part of the development. This includes providing or acquiring the necessary secondary water shares to service the proposed development.

E. The South Weber Irrigation Company (SWIC) is the provider of secondary water in the area where the proposed Riverwood Subdivision Phase 2 is located.

F. The Developer has sufficient secondary water shares to provide for the property in Riverwood Subdivision Phase 1 but does not currently have sufficient secondary water shares for the property in Riverwood Subdivision Phase 2.

AGREEMENT:

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

1. Recitals. The Recitals set forth above are fully incorporated herein by this reference.
2. Authorization to Proceed with Construction. After receiving final plat approval from the City Council, holding a preconstruction meeting, and complying with all other items that are required by the City Code prior to construction, the city authorizes the Developer to proceed with site preparation and construction, recognizing that adequate secondary water shares have not been fully acquired for the Riverwood Subdivision Phase 2.
3. Plat Recordation Restriction. The plat for Riverwood Subdivision Phase 2 shall not be recorded until sufficient secondary water shares have been acquired to cover all property within the development.
4. Proof of Sufficient Secondary Water Shares. Evidence that sufficient secondary water shares have been acquired must be provided to SWIC by the Developer. Once provided, the city will require a written letter from SWIC substantiating that the requirement for shares has been met before the plat can be recorded.
5. Term. This Agreement shall be in effect as of the effective date listed above and shall continue in full force and effect unless and until this Agreement is terminated by mutual consent of the parties.
6. General Provisions.
 - A. Notices. Any notice required or desired to be given pursuant to this Agreement shall be delivered personally or mailed by certified mail, return receipt requested, postage prepaid, to the parties as follows:

City: South Weber City
Attn: City Manager
1600 East South Weber Drive South Weber, Utah
84405

Owner: Larry D. Ray Revocable Trust Suzanne A. Ray
Revocable Trust Attn: Lynn J. Wood, Trustee 2490
Wall Ave.
Ogden, UT 84401

Developer: Nilson Land Development, LLC Attn: Bryan
Bayles, VP Land Development

1740 Combe Rd Ste 2
South Ogden, UT 84403

The Parties may change their addresses by notice given as required above.

- B. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term or condition.
- C. No Partnership or Joint Venture. The Parties hereto expressly disclaim and disavow any partnership, joint venture, fiduciary, agency or employment status or relationship among them and expressly affirm that they have entered into this Agreement as part of an “arms-length” transaction. No Party hereto has the authority to make any representation or warranty or incur any obligation or liability on behalf of any other Party hereto, nor shall it make any representation to any third party inconsistent with this provision.
- D. Interpretation. Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement. This Agreement has been arrived at through negotiation between the Parties. As a result, the normal rule of contract construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.
- E. Applicable Law. This Agreement shall be construed in accordance and governed by the laws of the State of Utah.
- F. Run with the Land/Successors. This Agreement shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns. Any party shall have the right to sell, assign, or transfer its rights under this Agreement as it deems appropriate.
- G. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representations or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provision hereof. Any amendment or modification to this Agreement shall be in writing and signed by authorized agents or officers of the Parties.
- H. Authorization. Each Party to this Agreement represents and warrants that it has taken all appropriate actions and steps necessary (including, without limitation, obtaining all requisite and/or applicable approvals, consents, and authorizations)

to ensure that this Agreement shall be binding upon such Party and the individual executing this Agreement for each respective Party represents that he/she has all requisite authority to execute the same for and on behalf of the party for which it is aligning.

- I. Non-Liability of City Officials, Employees and Others. Except for claims relating to authorization as may arise in Section 6H above, no officer, employee, representative or agent of the City shall be personally liable to the Owner, Developer, or their successors or assignees in the event of any default or breach by the City, or for any act or omission arising out of, or connected to, any of the matters set forth herein, or for any amount which may become due to Developer or any obligation arising under the terms of this Agreement.

EXHIBIT A

THE PROPERTY

RIVERWOOD PHASE 2 SUBDIVISION

A parcel of land, situate in the Southwest Quarter of Section 20, Township 5 North, Range 1 West, Salt Lake Base and Meridian, said parcel also located in South Weber City, Davis County, Utah, more particularly described as follows:

Beginning at a point South $89^{\circ}28'27''$ East 1766.22 feet along the Section Line (NAD83 Bearing being South $89^{\circ}07'36''$ East between the Southwest Corner and the South Quarter Corner of said Section 20 per the Davis County Township Reference Plat) and North $00^{\circ}31'33''$ East 1940.14 feet from the Southwest Corner of said Section 20 and running the following ten (10) courses and distances:

1. North $74^{\circ}49'47''$ West 537.48 feet;
2. South $15^{\circ}10'13''$ West 70.00 feet;
3. South $37^{\circ}03'24''$ East 15.81 feet;
4. South $00^{\circ}43'00''$ West 95.95 feet;
5. North $89^{\circ}17'00''$ West 263.37 feet;
6. North $00^{\circ}43'00''$ East 93.39 feet;
7. North $89^{\circ}17'00''$ West 70.00 feet;
8. South $00^{\circ}43'00''$ West 15.01 feet;
9. South $45^{\circ}43'54''$ West 14.14 feet;
10. North $89^{\circ}15'12''$ West 107.23 feet;

thence North $00^{\circ}37'23''$ West 415.08 feet to the Davis/Weber County Line, also being the southerly right-of-way line of Interstate 84; thence along the Davis/Weber County line the following five (5) courses and distances:

1. easterly 132.81 feet along the arc of a 5059.08-foot radius non-tangent curve to the left (center bears North $21^{\circ}17'26''$ East and the long chord bears South $69^{\circ}27'41''$ East 132.81 feet with a central angle of $01^{\circ}30'15''$);
2. South $79^{\circ}47'04''$ East 195.68 feet;
3. easterly 133.08 feet along the arc of a 5838.05-foot radius non-tangent curve to the left (center bears North $18^{\circ}02'56''$ East and the long chord bears South $72^{\circ}36'15''$ East 133.08 feet with a central angle of $01^{\circ}18'22''$);
4. easterly 601.53 feet along the arc of a 10620.51-foot radius curve to the left (center bears North $16^{\circ}44'34''$ East and the long chord bears South $74^{\circ}52'47''$ East 601.45 feet with a central angle of $03^{\circ}14'43''$);
5. easterly 130.68 feet along the arc of a 22802.07-foot radius non-tangent curve to the left (center bears North $13^{\circ}49'34''$ East and the long chord bears South $76^{\circ}20'17''$ East 130.68 feet with a central angle of $00^{\circ}19'42''$);

thence South $00^{\circ}00'24''$ West 51.43 feet to the northerly line of Public Works Subdivision;

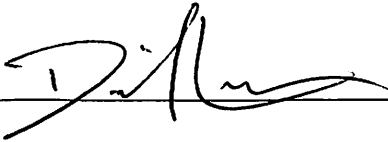
thence North 89°17'00" West 169.34 feet along said northerly line; thence South 00°27'09" East 95.51 feet; to the Point of Beginning.

Contains: 284,664 square feet or 6.535 acres.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.


CITY:

SOUTH WEBER CITY,
a municipality of the State of Utah

By: 

David Larson, City Manager

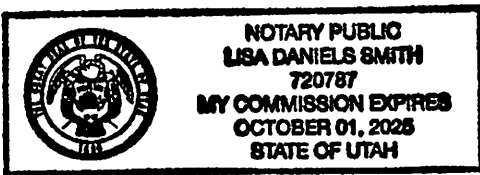
Attest:




Lisa Smith, City Recorder

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On the 13th day of December 2023, personally appeared before me David Larson, who being duly sworn, did say that he is the City Manager of SOUTH WEBER CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed on behalf of the City by authority of its governing body and said David Larson acknowledged to me that the City executed the same.





Notary Public for Utah

NILSON LAND DEVELOPMENT,
LLC:

By: _____

Name: _____

Its: _____

LARRY D. RAY REVOCABLE
TRUST:

By: _____

Name: _____

Its: _____

SUZANNE A. RAY REVOCABLE
TRUST:

By: _____

Name: _____

Its: _____

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On the _____ day of _____ 2023, personally appeared before me
_____, known or satisfactorily proved to me to be the
_____ of NILSON LAND DEVELOPMENT, LLC, who
acknowledged to me that he/she signed the foregoing instrument as _____
for NILSON LAND DEVELOPMENT, LLC and in its behalf.

Notary Public for Utah

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On the _____ day of _____, 2023, personally appeared before me _____, known or satisfactorily proved to me to be the Trustee of the LARRY D. RAY REVOCABLE TRUST, who acknowledged to me that he/she signed the foregoing instrument as Trustee for the LARRY D. RAY REVOCABLE TRUST and signed on its behalf.

Notary Public for Utah

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On the _____ day of _____, 2023, personally appeared before me _____, known or satisfactorily proved to me to be the Trustee of the SUZANNE A. RAY REVOCABLE TRUST, who acknowledged to me that he/she signed the foregoing instrument as Trustee for the SUZANNE A. RAY REVOCABLE TRUST, and signed in their behalf.

Notary Public for Utah

**EXHIBIT 4 EASEMENT
ENCROACHMENT AGREEMENT**

EASEMENT ENCROACHMENT AGREEMENT

BETWEEN
WEBER BASIN WATER CONSERVANCY DISTRICT
AND
SOUTH WEBER CITY

This Easement Encroachment Agreement made this 12th of December, 2023, by and between WEBER BASIN WATER CONSERVANCY DISTRICT, hereinafter referred to as (District), and SOUTH WEBER CITY, hereinafter referred to as (Owner).

WITNESSETH THAT:

WHEREAS, the District is the Grantee of certain perpetual easements recorded August 23, 1990 on Pages 1483-1494 of Book 1585 at the Weber County Recorder's Office in favor of the District and is hereinafter referred to as Easement; and

WHEREAS, the Owner plans to encroach upon the District Easement in a manner more particularly specified hereinafter;

NOW, THEREFORE, the District hereby agrees to encroachment upon the Easement by the Owner only to the extent and for the purposes set forth below:

1. District guidelines for agreeing to such encroachment upon the Easement are shown on Exhibit "A" attached hereto and by this reference made a part hereof.
2. The Owner(s) acknowledges the prior and superior rights of the District to construct, reconstruct, operate, and maintain the pipelines and appurtenant structures above and below ground surface within the Easement as shown on Exhibit "D" attached hereto and by this reference made a part hereof.
3. The Owner will construct a 10-foot wide, 4-inch thick asphalt or concrete pedestrian trail, as shown in Exhibit "C" that will encroach the District's 24-inch South Weber Connect Pipeline and its Easement as shown on the drawings attached hereto and by this reference made a part hereof.
4. The Owner and/or its contractor shall perform all work within the Easement in accordance with approved plans, drawings, guidelines, maps, and the following stipulations, and in a manner satisfactory to the District.
 - 4.1. A minimum vertical separation of 12-inches shall be maintained between the District pipeline and all crossing utility lines.

- 4.2. All utilities located below District pipelines shall be cased across the entire width of the Easement.
 - 4.3. If the Owner elects to construct the trail out of concrete, no steel reinforcement is permitted within the slab.
 - 4.4. All fill material placed within the Easement shall be compacted as outlined in paragraph M of Exhibit "A".
 - 4.5. If the requirements of this Agreement conflict with information shown and noted on the Drawings, the Agreement shall govern.
 - 4.6. The Agreement does not include provisions for improvements of any kind beyond those described herein. All future proposed improvements within the Easement of the District shall be submitted to the District for approval prior to construction.
5. In consideration of the District agreeing to encroachment upon the Easement by the Owner, the Owner hereby agrees to indemnify and hold the District, their agents, employees, and assigns harmless from any and all claims whatsoever for personal injuries or damages to property when such injuries or damages directly or indirectly arise out of the existence, construction, maintenance, repair, condition, use, or presence of the encroachment upon the Easement, regardless of the cause of said injuries or damages; provided, however, that nothing in this agreement shall be construed as releasing the District from responsibility for their own negligence.
 6. This agreement will terminate and all rights of the Owner hereunder will cease if the Owner fails to observe any of the conditions of this agreement.
 7. The Owner shall comply with all applicable laws, ordinances, rules, and regulations enacted or promulgated by any federal, state, or local governmental body having jurisdiction over the encroachment.
 8. The provisions of this agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto; provided, however, that no such heir, executor, administrator, personal representative, successor, or assign shall have the right to use, alter, or modify the encroachment in a manner which will increase the burden of the encroachment on the Easement.
 9. This agreement makes no finding as to the right, title, or validity of the encroaching interest, but merely defines the conditions under which the encroachment will not be deemed unreasonable by the District.


10. If the maintenance or repair of any or all structures and facilities of the District located on the Easement area should be made more expensive by reason of the existence of the encroachment improvements or works of the Owner, the Owner will promptly pay to the District the full amount of such additional expense upon receipt of an itemized bill.
11. It shall be understood that if the District disrupts or destroys any of the Owner's trail within the District's Easement, while operating, maintaining, repairing, or replacing the pipeline contained within, the District will only be responsible to replace and compact the subgrade material. The Owner will be responsible to replace their encroachment at their sole cost and expense.
12. The pipeline contained with the District's Easement contains cathodic protection (CP). Any subsurface wires associated with the CP should be protected in place in addition to any CP test stations along the pipeline. If any of the CP is damaged during construction of the trail, the Owner shall be responsible to hire a qualified contractor to repair the CP to the satisfaction of the District.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

WEBER BASIN WATER CONSERVANCY
DISTRICT

Scott W. Paxman, P.E.
General Manager/CEO

South Weber City



David Larson
City Manager

EXHIBIT A

PROTECTION CRITERIA

- A. Surface structures that generally will be allowed within an Easement of the District include asphalt roadways, with no utilities within roadway, non-reinforced parking lots, curbs, gutters, sidewalks, walkways, driveways and fences with gated openings (no footings, foundation, or masonry block walls). However, where District pipe has specific maximum and minimum cover designation, the special requirements for roadways, parking lots, and driveways crossing over the pipe shall be obtained from the District for the maximum allowable external loading or minimum cover. However, it is understood that all surface structures shall be analyzed and considered on an individual basis.
- B. Structures that may not be constructed in, on, or along an Easement of the District include buildings, garages, carports, mobile homes, swimming pools, or other permanent structures as designated by the District.
- C. No trees, vines, or deep-rooted plants will be allowed within an Easement of the District.
- D. All temporary or permanent changes in ground surfaces within an Easement of the District are to be considered encroaching structures and must be handled as such. Additionally, earth-fills and cuts on adjacent property shall not encroach on Easement of the District without prior approval by the District.
- E. Existing gravity drainage of an Easement of the District must be maintained. No new concentration of surface or subsurface drainage may be directed onto or under Easements of the District without adequate provision for removal of drainage water or adequate protection of an Easement of the District. Small transverse drainage channels may be unlined; however, major transverse drainage channels must be concrete lined or protected by adequately sized riprap for a distance of at least 20 feet either side of centerline or for the entire width of the right-of-way, whichever is less.
- F. Prior to construction of structures that encroach within an Easement of the District, an excavation must be made to determine the location of existing District facilities. The excavation must be made by or in the presence of the District.
- G. Any contractor or individual constructing improvements in, on, or along an Easement of the District must limit his construction to the encroachment herewith approved and construct the improvements strictly in accordance with the plans and specifications herein.
- H. The ground surfaces within an Easement of the District must be restored to a condition equal to that which existed before the encroachment work began or as shown on the approved plans or specifications.

- I. The owner of newly constructed facilities that encroach upon the Easement of the District shall notify the District two working days prior to any work within the Easement so the District's Inspector can be on site during the construction activities. Prior to the installation of the conduits, all lines owned by the District shall be potholed to determine the exact location and depth. The District inspector shall be notified in advance so he may be present to identify and note any information regarding the pothole of the pipeline locations.
- J. Except in case of ordinary maintenance and emergency repairs, an owner of encroaching facilities shall give the District at least ten days notice in writing before entering upon an Easement of the District for the purpose of reconstructing, repairing, or removing the encroaching structure or performing any work on or in connection with the operation of the encroaching structure.
- K. If unusual conditions are proposed for the encroaching structure or unusual field conditions within an Easement of the District are encountered, the District reserves the right to impose more stringent criteria than those prescribed herein.
- L. All backfill material within an Easement of the District shall be compacted to 90 percent of maximum density unless otherwise shown. Mechanical compaction shall not be allowed within 6 inches of the projects work whenever possible. In no case will mechanical compaction using heavy equipment be allowed over the project works or within 18 inches horizontally of the project works.
- M. The backfilling of any excavation or around any structure within an Easement of the District shall be compacted in layers not exceeding 6 inches thick to the following requirements: (1) cohesive soils to 90 percent maximum density specified by ASTM Pan 1 9, D-698, method A; (2) noncohesive soils to 70 percent relative density specified by ANSI/ASTM Part 19, d-2049, par. 7.1.2, wet method.
- N. Any nonmetallic encroaching structure below ground level shall be accompanied with a metallic strip within an Easement of the District.
- O. No use of District land or right-of-way shall be permitted that involves the storage of hazardous material.



WBWCD 24-inch Culinary Pipeline
Approximate Station 63+00

WBWCD 24-inch Culinary Pipeline
Approximate Station 63+00

Exhibit B



LEGEND

- EXISTING CULINARY WATER MAIN (Blue dashed line)
- EXISTING SANITARY SEWER MAIN (Green dashed line)
- EXISTING 30.0' CULINARY WATER EASEMENT (Blue dashed line)
- EXISTING 25.0' SANITARY SEWER EASEMENT (Green dashed line)
- PROPOSED 10.0' ASPHALT TRAIL (Purple shaded area)
- PROPOSED GROUND COVER (Dotted pattern)
- PROPOSED SOD (Green dotted pattern)
- PROPOSED TREE (Green tree symbol)
- EXISTING TREE TO REMAIN (Grey tree symbol)

ENSIGN
THE STANDARD IN ENGINEERING

LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
NILSON HOMES
5917 SOUTH 1475 EAST
SOUTH OGDEN, UTAH 84403

CONTRACT:
PHONE:

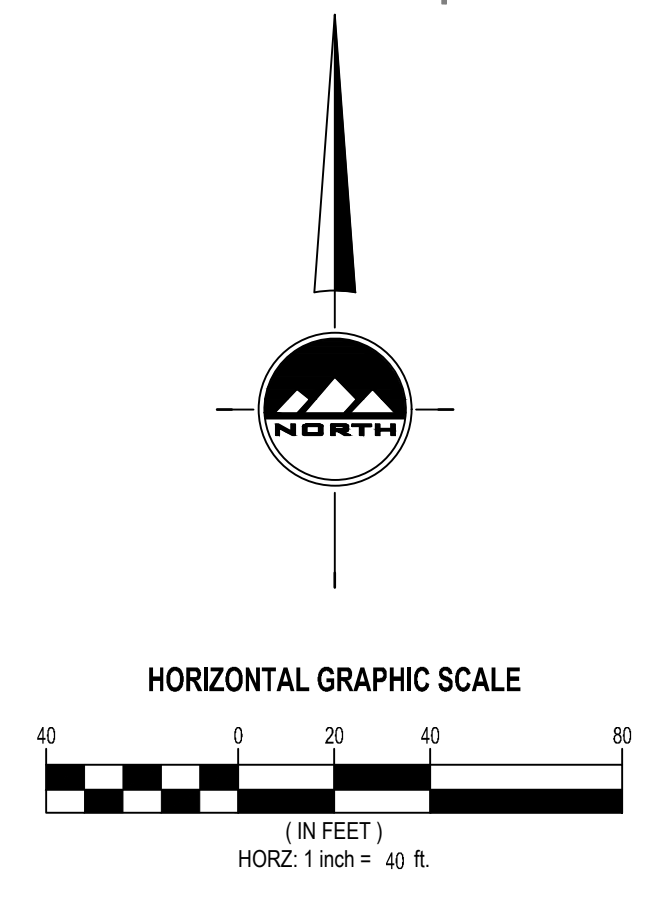
**RIVERWOOD SUBDIVISION
WEBER BASIN EXHIBIT
50 WEST SOUTH WEBER DRIVE
SOUTH WEBER, UTAH**

| NO. | DATE | REVISION | BY |
|-----|------|----------|----|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |

**OFFSITE CULINARY
WATER MAIN EXHIBIT**

PROJECT NUMBER: 7992A PRINT DATE: 3/1/22
DRAWN BY: K.SIMMONS CHECKED BY: C.PRESTON
PROJECT MANAGER: C.PRESTON

Exhibit C



AGREEMENT AND GRANT OF EASEMENT

This AGREEMENT AND GRANT OF EASEMENT made this 13
day of AUGUST, 1990, by and between WEBER BASIN WATER
CONSERVANCY DISTRICT, a conservancy district organized and
existing under the laws of the State of Utah (hereinafter
"Weber Basin"), and Glen and Lamanda R. Ray, hereinafter
referred to as Grantors.

RECITALS:

WHEREAS, Weber Basin owns and operates culinary and
secondary water facilities, including wells, reservoirs,
pipelines, canals, pumping stations and various other
facilities related to the retention and transportation of
water; and

WHEREAS, Weber Basin, in order to deliver culinary
water from its new well located in South Weber, Utah, and to
enhance its ability to deliver culinary water from and between
its existing pipelines which transect South Weber, Utah,
intends to link said existing pipelines and its new South Weber
well with a pipeline to be located in South Weber, Utah,
between 475 East and the Utah Power & Light substation at the
location depicted on the Easement Plat attached hereto as
Exhibit "1" and by this reference made a part hereof. The
proposed pipeline is depicted on the plat as running between
Points A, B, C and D; and

WHEREAS, Grantors own a parcel of land through which
Weber Basin's proposed pipeline would travel; and

WHEREAS, Grantors consent to Weber Basin's pipeline crossing their property and agree to grant Weber Basin an easement to facilitate the crossing of landowner's property to construct and maintain the pipeline under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the parties agree as follows:

1. Grant of Permanent Easement. Subject to the terms and conditions of this agreement, Grantors hereby grant and convey to Weber Basin a 30-foot permanent easement and right-of-way for the installation, maintenance, repair and replacement of a culinary water line through Grantor's property. A general description of Grantor's property through which the easement shall run is contained in Exhibit "2" attached hereto and by this reference made a part hereof. The center line of said permanent easement along the entire course of the pipeline is described in the attached Exhibit "3" which is by this reference made a part hereof.

2. Grant of Temporary Construction Easement. Subject to the terms and conditions of this agreement, Grantors also hereby grant and convey to Weber Basin a 45-foot wide temporary construction easement to allow Weber Basin to install its culinary water pipeline through Grantor's property. Said temporary construction easement shall overlap the aforescribed permanent easement and extend an additional 15

feet to the southwest of the permanent easement and run the entire length of the permanent easement as it crosses Grantor's property. This temporary construction easement shall terminate upon completion of the original construction without the requirement of a recordable release.

3. Compensation. Weber Basin agrees to pay Grantor \$2,250.00 per acre, for Grantor's total acreage affected by the permanent easement. Said acreage shall not include the additional 15 feet of property needed for the temporary construction easement.

4. Immediate Occupancy. Grantors hereby grant Weber Basin immediate occupancy of their land to begin construction of the pipeline.

5. Temporary Assessment. Grantors agree to allow Weber Basin temporary access from South Weber Drive to the proposed pipeline provided verbal permission is first obtained from Grantors and travel across Grantors' land would not adversely affect the land.

6. Cleaning and Grubbing. Grantors agree to allow Weber Basin to clear and grub the 45-foot temporary construction easement. It being agreed that tree stumps, roots and other debris will be placed outside the easement on Grantors' land by Weber Basin. Weber Basin agrees to use its best efforts to pile the trees and other debris removed from the easement in such a way as to assist landowners in handling and disposing of the debris. Grantors agree to be totally responsible for disposing of all trees, stumps, roots and other

debris removed from Grantors' land and placed on Grantors' land as described above.

7. No Permanent Structure. Grantors agree not to place any permanent structure on the 30-foot permanent easement described herein and agree that Weber Basin shall be allowed to keep the easement clear of any trees. It being agreed that Weber Basin is not required to keep the easement clear of trees after installation but may do so if it chooses. Grantors will not be responsible for disposal of cleared trees after the initial clearing as stated in paragraph 6.

8. Fencing and Livestock. Grantors agree to be responsible for temporary fencing of their property during construction and for the control of all livestock during construction of the pipeline. Weber Basin agrees to restore permanent fencing upon completion of construction. Thereafter, it is agreed that Grantors shall be responsible for maintenance of the permanent fencing and control of livestock.

9. Grading and Seeding. Upon completion of the water line, Weber Basin shall grade out the easement. Approximately one year after grading, Weber Basin will fill any settlement of the trench and broadcast grass seed over the easement. Weber Basin makes no assurance that grass will grow over the easement.

10. Post Construction Maintenance. After construction and in the event of maintenance on the pipeline, Weber Basin agrees to reasonably restore fences and the

disturbed land to their condition prior to the required maintenance.

IN WITNESS WHEREOF, the parties have duly executed this Agreement and Grant of Easement the day and year first above written.

WEBER BASIN WATER CONSERVANCY DISTRICT

By [Signature]
Secretary/Manager

GRANTORS: [Signature]
[Signature]
Glen Ray

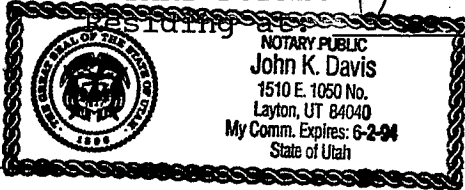
Lamanda R. Ray

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 6 day of JULY, 1990, by LAREN RAY, TRUSTEE GLEN and LAMANDA R. RAY.

[Signature]

NOTARY PUBLIC
Residing at _____



My Commission Expires:

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On the 13 day of AUGUST, 1990, personally appeared before me IVAN W. FLINT, who being duly

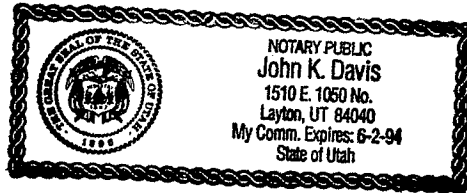
sworn by me did say that he is Secretary/Manager of Weber Basin Water Conservancy District, and that he executed the foregoing on behalf of said District.

John K. Davis

NOTARY PUBLIC
Residing at:

My Commission Expires:

0278g



WEBER BASIN WATER CONSERVANCY DISTRICT EXHIBIT "1" EASEMENT PLAT

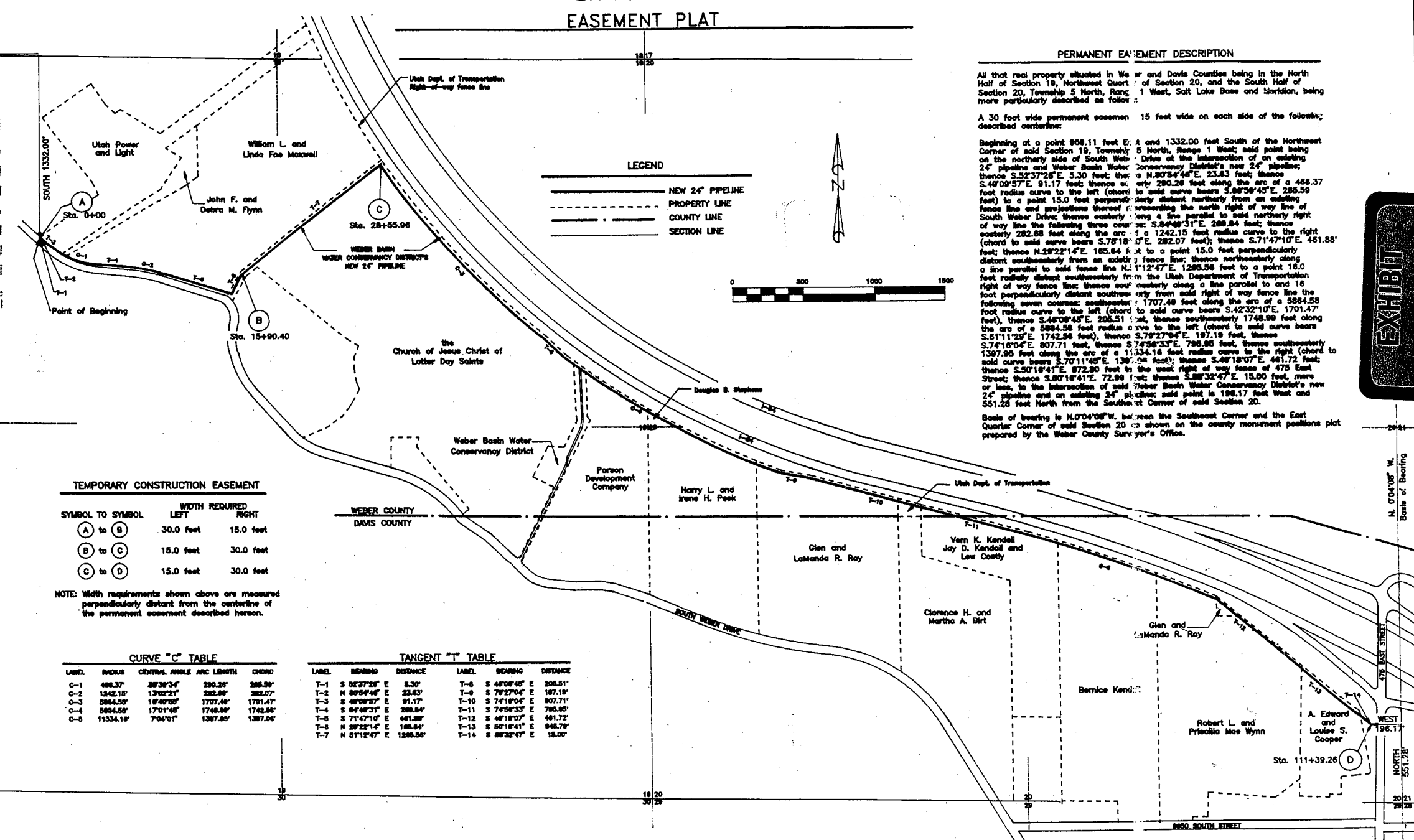
PERMANENT EASEMENT DESCRIPTION

All that real property situated in Weber and Davis Counties being in the North Half of Section 19, Northwest Quarter of Section 20, and the South Half of Section 20, Township 5 North, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

A 30 foot wide permanent easement 15 feet wide on each side of the following described centerline:

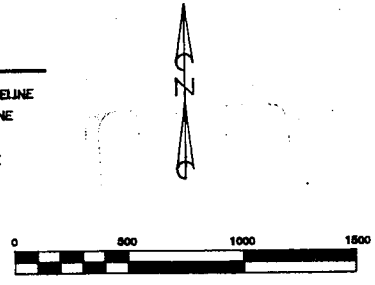
Beginning at a point 858.11 feet East and 1332.00 feet South of the Northwest Corner of said Section 19, Township 5 North, Range 1 West; said point being on the northerly side of South Weber Drive at the intersection of an existing 24" pipeline and Weber Basin Water Conservancy District's new 24" pipeline; thence S52°37'28"E 5.30 feet; thence N80°54'46"E 23.83 feet; thence S48°09'57"E 91.17 feet; thence westerly 282.28 feet along the arc of a 488.37 foot radius curve to the left (chord to said curve bears S68°58'45"E 285.59 feet) to a point 15.0 feet perpendicular distant northerly from an existing fence line and projections thereof representing the north right of way line of South Weber Drive; thence easterly along a line parallel to said northerly right of way line the following three courses: S84°49'51"E 288.84 feet; thence easterly 282.68 feet along the arc of a 1242.15 foot radius curve to the right (chord to said curve bears S78°18'0"E 282.07 feet); thence S71°47'10"E 461.88 feet; thence N2°22'14"E 165.84 feet to a point 15.0 feet perpendicular distant southeasterly from an existing fence line; thence southeasterly along a line parallel to said fence line N11°12'47"E 1285.56 feet to a point 16.0 feet radial distant southeasterly from the Utah Department of Transportation right of way fence line; thence southeasterly along a line parallel to and 16 feet perpendicular distant southeasterly from said right of way fence line the following seven courses: southeasterly 1707.48 feet along the arc of a 5884.58 foot radius curve to the left (chord to said curve bears S42°32'10"E 1701.47 feet), thence S48°08'45"E 205.51 feet, thence southeasterly 1748.99 feet along the arc of a 5884.58 foot radius curve to the left (chord to said curve bears S61°11'29"E 1742.56 feet), thence S79°27'04"E 187.18 feet, thence S74°18'04"E 807.71 feet, thence S74°58'33"E 795.98 feet, thence southeasterly 1397.95 feet along the arc of a 11334.18 foot radius curve to the right (chord to said curve bears S70°11'45"E 1387.04 feet); thence S48°18'07"E 461.72 feet; thence S50°18'41"E 872.80 feet to the west right of way fence of 475 East Street; thence S80°18'41"E 72.80 feet; thence S88°32'47"E 15.00 feet, more or less, to the intersection of said Weber Basin Water Conservancy District's new 24" pipeline and an existing 24" pipeline; said point is 198.17 feet West and 551.28 feet North from the Southeast Corner of said Section 20.

Base of bearing is N00°40'00"W between the Southeast Corner and the East Quarter Corner of said Section 20 as shown on the county monument positions plat prepared by the Weber County Surveyor's Office.



LEGEND

- NEW 24" PIPELINE
- PROPERTY LINE
- COUNTY LINE
- SECTION LINE



TEMPORARY CONSTRUCTION EASEMENT

| SYMBOL TO SYMBOL | WIDTH REQUIRED | |
|------------------|----------------|-----------|
| | LEFT | RIGHT |
| (A) to (B) | 30.0 feet | 15.0 feet |
| (B) to (C) | 15.0 feet | 30.0 feet |
| (C) to (D) | 15.0 feet | 30.0 feet |

NOTE: Width requirements shown above are measured perpendicularly distant from the centerline of the permanent easement described herein.

CURVE "C" TABLE

| LABEL | RADIUS | CENTRAL ANGLE | ARC LENGTH | CHORD |
|-------|----------|---------------|------------|---------|
| C-1 | 488.37 | 28°36'34" | 290.25 | 288.99 |
| C-2 | 1242.15 | 13°02'21" | 282.68 | 282.07 |
| C-3 | 5884.58 | 18°40'35" | 1707.48 | 1701.47 |
| C-4 | 5884.58 | 17°01'45" | 1748.99 | 1742.56 |
| C-5 | 11334.18 | 7°04'01" | 1387.04 | 1387.08 |

TANGENT "T" TABLE

| LABEL | BEARING | DISTANCE | LABEL | BEARING | DISTANCE |
|-------|---------------|----------|-------|---------------|----------|
| T-1 | S 52°37'28" E | 5.30 | T-8 | S 48°08'45" E | 205.51 |
| T-2 | N 80°54'46" E | 23.83 | T-9 | S 79°27'04" E | 187.18 |
| T-3 | S 48°09'57" E | 91.17 | T-10 | S 74°18'04" E | 807.71 |
| T-4 | S 84°49'51" E | 288.84 | T-11 | S 70°11'45" E | 785.85 |
| T-5 | S 71°47'10" E | 461.88 | T-12 | S 48°18'07" E | 461.72 |
| T-6 | N 2°22'14" E | 165.84 | T-13 | S 50°18'41" E | 848.78 |
| T-7 | N 11°12'47" E | 1285.56 | T-14 | S 88°32'47" E | 15.00 |

Parcel 1

(a) Real property situate in Weber County, Utah,
to-wit:

A part of the Southwest Quarter of Section 20, Township 5 North, Range 1 West, Salt Lake Meridian, United States Survey; Beginning 12.0 chains East of the Northwest corner of said quarter section, and running thence East 15.1 chains to a point 13.07 chains West of the Northeast corner of said quarter section; thence South 10 chains, more or less, to the Davis and Weber County line; thence West 15.1 chains to a point South of beginning; thence North to the place of beginning.

(b) Real property situate in Davis County, Utah,
to-wit:

Beginning at a point 11.50 chains East and 482.19 feet North of the Southwest corner of Section 20, Township 5 North, Range 1 West, Salt Lake Meridian, and running thence North 1530.81 feet, more or less, to the North line of Davis County; thence East 15.0 chains along said County line, thence South 30.50 chains, more or less, to the South line of said Section 20; thence West 2.60 chains, more or less, to the Easterly line of the Davis and Weber County Canal Company Right of Way; thence North 51°41' West 626.5 feet along said Right of Way; thence North 65°15' West 355.5 feet along said Right of Way to the point of beginning.

ALSO:

Parcel 2

Beginning at the Southwest corner of the Northeast Quarter of the Southeast Quarter of Section 20, Township 5 North, Range 1 West, Salt Lake Base and Meridian; Running thence East 184 feet, more or less, to the westerly line of property conveyed to the Utah State Road Commission by 523-394; thence North 50°45'07" West 202 feet to a point 110 feet radially distant from the centerline of East Bound Lane; thence Westerly 36 feet more or less along the arc of an 11,349.16 foot radius curve to the left to a point North of the point of beginning; thence South 137 feet more or less to the point of beginning. Containing 0.305 acre.

Handwritten signature and date: 10/28/11

feet), thence South 79°27'04" East 197.19 feet, thence South 74°16'04" East 807.71 feet, thence South 74°56'33" East 795.95 feet, thence southeasterly 1397.95 feet along the arc of a 11334.16 foot radius curve to the right (chord to said curve bears South 70°11'45" East 1397.06 feet); thence South 49°18'07" East 461.72 feet; thence South 50°16'41" East 872.80 feet to the West right of way fence of 475 East Street; thence South 50°16'41" East 72.99 feet; thence South 88°32'47" East 15.00 feet, more or less, to the intersection of said Weber Basin Water Conservancy District's new 24" pipeline and an existing 24" pipeline; said point is 196.17 feet West and 551.28 feet North from the Southeast Corner of said Section 20.

Basis of bearing is North 0°04'08" West between the Southeast Corner and the East Quarter Corner of said Section 20 as shown on the county monument positions plat prepared by the Weber County Surveyor's Office.

A F F I D A V I T

STATE OF UTAH)
) SS.
COUNTY OF WEBER)

GLEN RAY, being first duly sworn deposes and says:

That he is the surviving joint tenant of LAMANDA RAWSON RAY, Deceased.

That he knows of his own knowledge that LAMANDA RAWSON RAY, as named in attached Certificate of Death, was one and the same person as LAMANDA RAWSON RAY as grantee in that certain DECREE ~~Deed~~, dated the 15th day of September, 1959, and recorded on the 27th day of September, 1959, as Entry No. 321315, in Book 624, Page 194 of Official Records, on the following described property:

PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE NORTH LINE OF SAID QUARTER SECTION 12 CHAINS EAST OF THE NORTHWEST CORNER THEREOF; RUNNING THENCE SOUTH 10 CHAINS TO THE DAVIS COUNTY LINE; THENCE EAST 15.1 CHAINS; THENCE NORTH 10 CHAINS TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE WEST 15.1 CHAINS TO THE PLACE OF BEGINNING.

EXCEPTING THAT PORTION WITHIN STATE HIGHWAY.

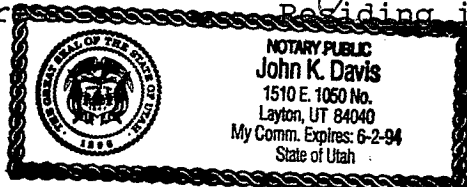
GLEN RAY
Glen Ray

On the 6th day of JULY, A.D. 1990, personally appeared before me LARRY RAY, TRUSTEE, who duly acknowledged to me that HE executed the same.

John K. Davis

NOTARY PUBLIC
Residing in:

My Comm. Expires:



STATE OF UTAH

DEPARTMENT OF HEALTH

E# 1117419 BK1585 PG1494

CERTIFICATE OF DEATH

STATE OF UTAH - DEPARTMENT OF HEALTH

LOCAL FILE NUMBER 06-417

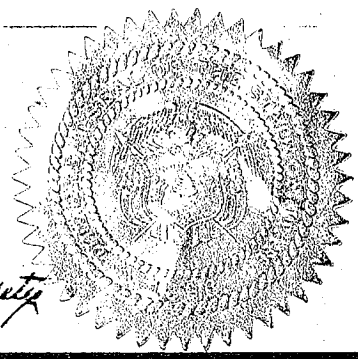
STATE FILE NUMBER

| | | | | | |
|--|--|--|-------------------|---|------------------------|
| 1. LaManda Rawson Ray | | 2. Female | 3. White | 4. September 9, 1986 | |
| 5. Utah | | 6. July 22, 1906 | 7. 80 Yrs. | 8. 529-36-0455 | |
| 9. USA | | 10. <input checked="" type="checkbox"/> Never Married | 11. 12 | | 12. 529-36-0455 |
| 13a. Homemaker | | 13b. In own home | | 14. Glen Ray | |
| 15. Walter H. Rawson | | 16. Eliza Ritchie | | 17. YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | |
| 18a. 440 East 6650 South | | 18b. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | | 19. Glen Ray | |
| 18c. South Weber | | 18d. Davis | | 19. 440 East 6650 South | |
| 20a. 440 East 6650 South | | 20b. South Weber | | 20c. Davis | |
| 21a. Sept 8 1986 | | 21b. Dr. Robert F. Bitner, M.D. | | 21c. 0805 | |
| 22. Hour: MO. DAY YEAR | | 21g. 2121 N. Robins Dr., Layton, Ut. 84041 | | 21f. 10 Sept 86 | |
| 23a. Sept. 12, 1986 | | 24. Mark Lucas | | 25. Lindquist's & Sons Mortuary #43 | |
| 26. Uintah Cemetery, Uintah, Utah | | 27. C.A. Lorenson, M.D. | | 28. Sept. 11, 1986 | |
| 29. Cardio Resp Arrest | | 30. Interval between onset and death | | 31. YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | |
| 32. Large Cancer - Ovarian CA | | 33. Interval between onset and death | | 34. YES <input type="checkbox"/> NO <input type="checkbox"/> | |
| 35. Abdominal Metastatic CA | | 36. Interval between onset and death | | 37. YES <input type="checkbox"/> NO <input type="checkbox"/> | |
| 38. DAVIS | | 39. SEP 10 1986 | | 40. SEP 10 1986 | |

(4-85) This is to certify that this is a true copy of the certificate on file in this office. This certified copy is issued under authority of section 26-2-26 of the Utah Code Annotated, 1953 As Amended.

Date Issued: **SEP 10 1986**
 County: **DAVIS**
 Registrar: **C.A. Lorenson, M.D.**
L048243

John E. Brockert
 John E. Brockert
 DIRECTOR OF VITAL STATISTICS
 By: *Mardene M. Lorenson, Deputy*



WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY FOR OFFICIAL PURPOSES.

Exhibit D 11 of 11

EXHIBIT 5 DRAINAGE AGREEMENT



Contract #

Tracking #

DRAINAGE AGREEMENT
Between
UTAH DEPARTMENT OF TRANSPORTATION
And
SOUTH WEBER CITY

This Drainage Agreement (“Agreement”), by and between **Utah Department of Transportation** (“Department”) and South Weber City (“**Local Government**”), herein together referred to as (Party or “Parties”), describes the terms and conditions of offsite drainage connections in the Department Right of Way and Local Government Right of Way.

RECITALS

WHEREAS, the Local Government desires to construct drainage facilities in accordance with the plans permitted by the Department, to collect and convey stormwater from their property and discharge into the Department’s drainage facilities, more particularly shown in Exhibit A; and

WHEREAS, the Department desires to allow construction of drainage facilities on their behalf to collect and convey stormwater from their right-of-way and discharge into the Local Government’s drainage facilities, more particularly shown in Exhibit B; and

WHEREAS, both the Local Government and the Department shall be responsible to comply with the required stormwater permits, applicable laws, and regulations.

AGREEMENT

The Parties agree to the following:

(1) DRAINAGE CONNECTION IMPACT

- a) The Local Government must not increase the stormwater discharge into the Department’s drainage facilities without the written permission of the Department.
- b) The Department must not increase the stormwater discharge into the Local Government’s drainage facilities without the written permission of the Local Government.
- c) The Local Government will not hold the Department liable for damages or any costs resulting from any back-up or flow into drainage facilities or property. The Local Government accepts all risks associated with their connection to the Department’s drainage facility.
- d) The Department will not hold the Local Government liable for damages or any costs resulting from any back-up or flow into drainage facilities or property. The Department accepts all risks associated with their connection to the Local Government’s drainage facility.
- e) The Local Government shall regulate and monitor the stormwater in their drainage facilities for compliance with the applicable stormwater permits, laws, regulations, and rules.

- f) The Department shall regulate and monitor the stormwater in their drainage facilities for compliance with the applicable stormwater permits, laws, regulations, and rules.
- g) Each party shall indemnify and hold the other harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the other party from failure to comply with each respective party's obligations, applicable stormwater permits, laws, regulations, and rules under this agreement relating to the drainage connection.

(2) LONG TERM OPERATION AND MAINTENANCE

- a) The Parties' drainage facilities shall be maintained and operational to prevent or reduce the discharge of pollutants.
- b) Either party may notify the other of any maintenance requirements if the other party has failed to maintain their respective drainage facilities. Both parties reserve the right, without relieving the other of their obligations, to reconstruct or make repairs to the drainage connection as necessary. Both parties agree to reimburse the other for their cost if the other party fails to comply with the written notification.
- c) The Local Government's drainage facilities shall be maintained without access from any interstate highway or ramp.

(3) FUTURE IMPACTS

- a) Both parties shall have the right to change their drainage facilities for any future transportation or stormwater project. If either parties' drainage facilities are reconstructed or modified, it shall be the responsibility of the party causing the change to either maintain the connection point to the other's drainage facilities or pay the cost to have the other's drainage facilities reconnected so as to maintain substantially similar function to the pre-modified condition. The party that is not making modifications shall not be responsible for any costs related to the modification.

(4) REMOVAL OF CONNECTION

- a) Non-compliance with this Agreement may result in either party removing the other party's drainage connection and restoring the highway and/or Right of Way at the sole expense of the non-complying party.
- b) The party claiming non-compliance of the other party shall notify the non-complying party in writing prior to any cancellation, setting forth the claimed violations, and providing the non-complying party a reasonable time to correct the violations to the satisfaction of the other party. The party claiming non-compliance may order the removal of any drainage connections subject to this Agreement if the violations are not corrected within a reasonable amount of time, agreed to by both parties. If the non-compliance is causing or may cause damages, the non-complying party herein agrees to be solely responsible for any and all costs related damages incurred.

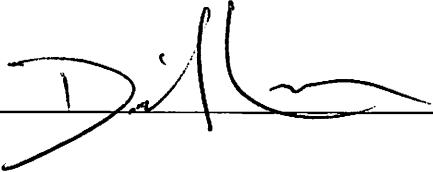
(5) SUCCESSORS AND ASSIGNS

- b) All covenants, obligations and agreements will be binding upon the parties, their successors and assigns and run with the land as described in the Exhibits unless the drainage connection is removed as provided in Section 4.

(6) MISCELLANEOUS

- a) Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other party.
- b) This Agreement does not create any type of agency relationship, joint venture, or partnership between the Department and Local Government.
- c) The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.
- d) This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power, and authority to execute this Agreement for and on behalf of the respective party and to bind such party.
- e) If any portion of this Agreement is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid or unenforceable provision had never been included.
- f) The effective date of this Agreement is the date signed by the last party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers.



Title: City Manager David Larson



Attest: City Recorder, Lisa Smith

Date: 12/13/2023

(IMPRESS SEAL)



Recommended for Approval

UDOT

Title: Permit's Officer

Title: Region Director

Date: _____

Date: _____

UDOT Comptroller Office

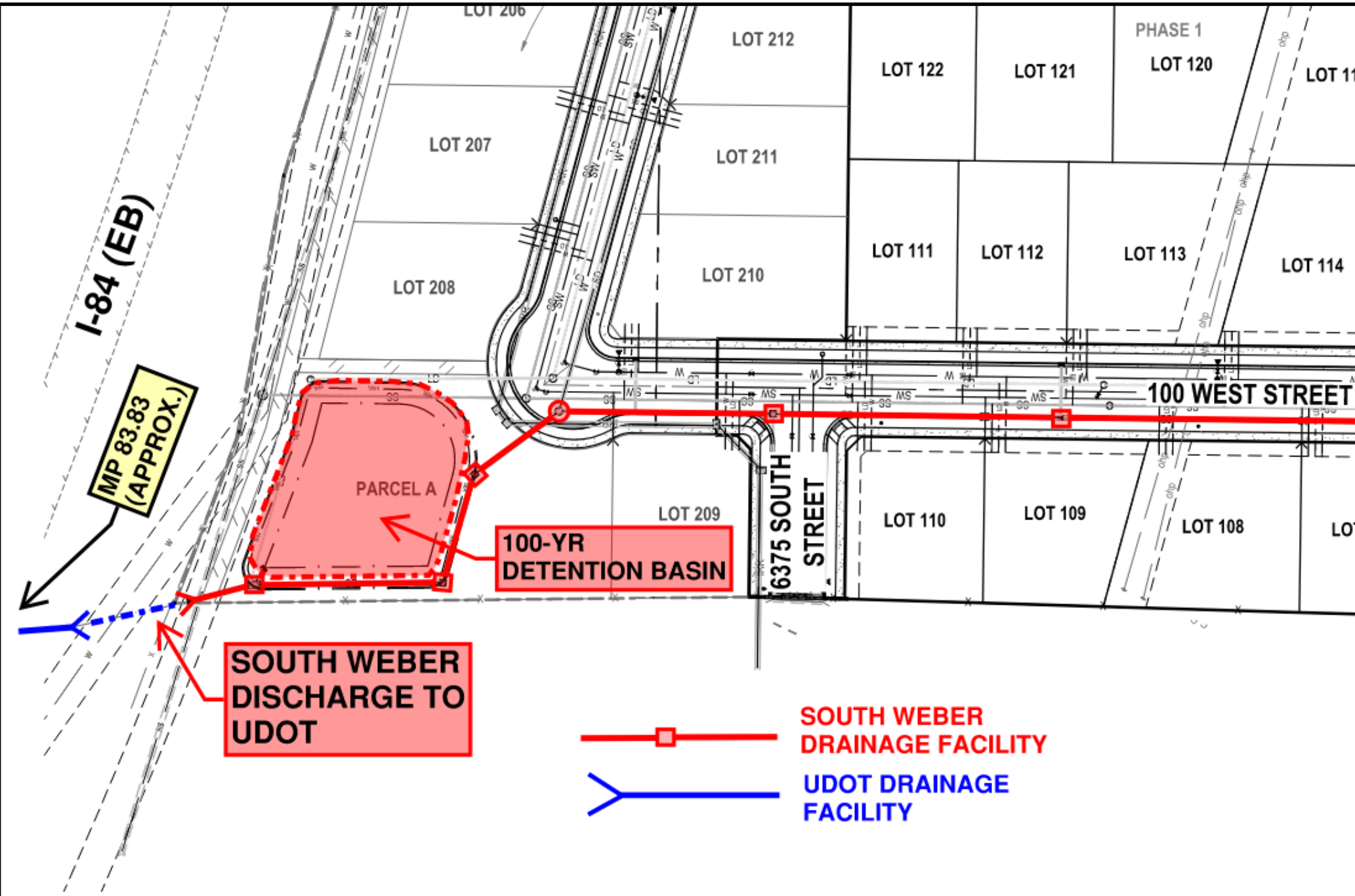
Title: Contract Administrator

Date: _____

--- Exhibit A ---

**City drainage facilities
discharging to UDOT
facilities**

--- EXHIBIT A ---



--- Exhibit B ---

**UDOT drainage
facilities discharging
to City facilities**

--- EXHIBIT B ---

