

**For Office Use Only**

Fees received by: AL Date of submittal: 10/1/14  
Amount Paid: 500.00 Receipt #: 13-079598

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

PC Meeting Date: Oct-23, 2014



**Preliminary Plan Application**

Project/Subdivision Name: UDY ACRES SUBDIVISION  
Approx. Location: 7470 SOUTH 1900 EAST  
Parcel Number(s): 13-033-0060, 0061, 0064 Total Acres: 3.20 AC.  
Current Zone: R-M-A If Rezoning, to what zone: RM Bordering Zones: RM  
Surrounding Land Uses: RESIDENTIAL  
Number of Lots: 9 # Lots per Acre: 2.8  
Phase: 1 of 1 PUD: Yes  No

**Contact Information**

**Developer or Agent**

**Developer's Engineer**

Name: Aaron Haaga  
Company Name: The Ambrose Group, Inc.  
Address: 225 E. Murray Holladay Rd #200  
City/State/Zip: Holladay, UT 84117  
Phone: 801-706-5819 Fax: 801-618-9198  
Email: aaron@ambroseco.com

Name: J. NATE REEVE  
Company: REEVE & ASSOCIATES, INC.  
License #: 375328  
Address: 920 CHAMBERS STREET, STE. 14  
City/State/Zip: OGDEN, UT 84403  
Phone: 801-621-3100 Fax: 801-621-2666  
Email: nreeve@reeve-assoc.com

**Best Way/Preferred Method of Contact:**

Email  Phone  Fax  Mail

**Best Way/Preferred Method of Contact:**

Email  Phone  Fax  Mail

**Surveyor**

**Property Owner(s)**

Check here if same as Engineer

Check here if same as Developer

Name: CHAD ANDERSON  
Company: \_\_\_\_\_  
License #: 7736336  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: Kevin + Pamela Udy + Robert + Linda Flinders  
Address: 7460 + 7486 South 1900 East  
City/State/Zip: South Weber, UT 84405  
Phone: 801-718-1025 Fax: \_\_\_\_\_  
Email: udykj@ldschurch.org

## Preliminary Plan Requirements

- Complete all conditions/requirements set by the Sketch Plan committee
- 2 Sets of Mailing Labels – listing the names/mailling addresses for property owners within 300' for the outer boundaries of the property
  - A list of delineating parcel numbers for each of the surrounding property owners
- Current Title Report
- Draft of easements/agreements with adjacent property owners (if applicable)
- Draft of Covenants, Conditions, and Restrictions (if applicable)
- Complete Utility Notification Form
- A letter of approval from applicable Secondary Water provider stating date of plans reviewed and date approved
- A written statement from the Army Corps of Engineers regarding wetland mitigation (if applicable)
- Preliminary Storm Drain Calculations (See Storm Drain Ordinance)

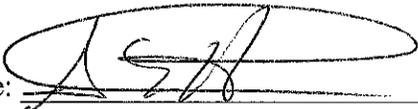
One full sized (24" x 36"), one reduced (11" x 17"), and one electronic PDF form shall be submitted of the following (north to face up or to the right):

- Information to Include on all Drawings:** This is in addition to information required by sketch plan application, and is not limited to the following:
  - The approved name of the subdivision and the words "Preliminary Plat – Not to be Recorded" listed on each page
  - Written indication of design criteria to be used in design of improvements
  - Dimensions shown in feet and decimals
  - Bearings shown in degrees, minutes, and seconds
  - Contours at two foot intervals for predominant ground slopes between level and ten percent
  - Contours at five foot intervals for predominant ground slopes greater than ten percent
  - Location and sizes of proposed sanitary sewers and other sewage disposal facilities
  - Location and sizes of culinary water facilities
  - Location and size of storm drainage facilities and detention basins
  - Wetland Delineation (if applicable)
  - Boundaries of areas subject to flooding or storm water overflow in accordance with FEMA's flood plain mapping
    - Width and direction of flow of all watercourses
    - Include existing and proposed irrigation and natural runoff channels/courses
  - Location, proposed names, widths and typical cross section of streets, curbs, gutter, sidewalks, and other improvements of proposed street right-of-ways and access easements
  - Dimensions and locations of all existing or proposed dedications, easements, and deed restrictions
  - Location of any improvements that may be required to be constructed beyond the boundaries of the subdivision (as appropriate)
  - Type and size of fencing shown along canals, waterways, and agricultural land

\*All plans must be prepared and stamped by a licensed and/or certified professionals including, but not limited to, architects, landscape architects, land planners, engineers, surveyors, transportation engineers or other professionals as deemed necessary by the City Planner.

### **Applicant Certification**

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete, and accurate to the best of my knowledge. I also certify that I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me with respect to this application. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that The City of South Weber may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the South Weber City Land Development Code and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. Additionally, I agree to pay all fees associated with this project, as set by the current adopted Consolidated Fee Schedule as well as any fees associated with any City Consultant (i.e. engineer, attorney). The applicant shall also be responsible for all collection fees incurred including a collection fee of up to 40% (pursuant to the provisions of the Utah Code Ann. §12-1-11). I also agree to allow the Staff, Planning Commission, or City Council or appointed agent(s) of the City to enter the subject property to make any necessary inspections thereof.

Applicant's Signature:  \_\_\_\_\_ Date: 9/11/14

Property Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Sketch Plan Meeting**  
**Udy Acres**  
**August 27, 2014 - 8:30 a.m.**

**Attendance:** Nick Jensen, Developer; Kevin Udy, Owner; Aaron Haaga, Developer; Nate Reeve, Engineer; Rod Westbroek, Planning Commissioner; Barry Burton, City Planner; Brandon Jones, City Engineer; Tom Smith, Recorder; Duncan Murray, City Manager; Mark Larsen, Public Works Director; Elyse Greiner, Deputy Recorder.

**Introduction**

Nate said the project was started 6 years ago with another plan but it was put on hold until neighbors were willing to cooperate (Flinder) and because of the economy. Utilities from Cedar Cove come out through the property; sewer and storm drain water are already in. Cedar Cove is a private development. The plan went through approvals the first time for the first four lots, even final, but it just never moved forward. He is anticipating the same agreement on the storm drain; regional basin fees paid in lieu of on-site detention. They have connection locations and inlets but are not showing anything else with detention on site and are showing enlarging Shay Lane to a standard city street width.

**Staff Feedback**

**Utilities**

Brandon said the plans need to accurately show all existing utilities. He does not want to replicate additional issues down the road by not showing them in the right place. The water line shown on the west side of the road is the irrigation line, or it is at least close to there. The water line is on the east side of the road, just not sure exactly where it is. Nate asked if it is still in the park strip. Brandon didn't know and suggested Mark might know more. Nate stated that they have culinary in the road extension and asked if they have secondary. Kevin says yes. Brandon wants them potholed and verified anyway.

**Setbacks**

Brandon said the current ordinance doesn't allow for a 60ft right of way. Nate asked what the point of a 70ft is and if the ordinance has changed. Brandon said it did change because the city was having problems with making roads only be 60ft because developers were connecting to an existing 60ft but the difference between the two is only where the sidewalk is located and the width of the sidewalk. There is requirement for sidewalk on both sides. Brandon says this is a unique situation. The current sidewalk in Cedar Cove on the north side of the road is against the back curb and the south side is a small sidewalk but has a park strip. The current city standard for the street section is a 7 ½ ft. parkstrip with a 6ft sidewalk; although Brandon wouldn't be opposed to putting a 6ft sidewalk on the north side up against the back of curb (personal preference). If developers did that, they would still have a 70ft right of way and with the sidewalk it wouldn't feel as large of a right of way. Barry says there are no provisions for exceptions with the 70ft right of way; it's a provision of the subdivision ordinance. The ordinance can be waived by the City Council; they can vary from that without going through any huge process but he doesn't think there is a real justification for it. Nate asked from a developers' standpoint, if the asphalt stays the same, the parkstrip goes to 7 ½ ft. and the sidewalk to 6ft,

would the city allow a reduced front yard setback to accommodate. Brandon said it's reduced from what the 60ft setback was before. The developer can add 5ft to the right of way and take away 5ft from the setbacks, so the distance from the back of curb to the front of the house is the same as it always was (Front setbacks for R-M on 60ft right of way is 25ft and a 70ft is 20ft, 10-5A-5). Also the city has increased the density to accommodate for the loss of the 10ft. Nate said the lots on the Udy side of property will be less than 100ft in depth so the lot perception would be smaller. Brandon doesn't see a need to recommend to the Council to change the right of way from a 70ft to 60ft. Nate asked what the side setback for the existing Udy home is and Barry said 20ft.

### **Boundaries**

Mark pointed out to Brandon before the meeting that based on the boundaries, it lists 3.2 acres for 3 parcels but the county only shows 2.95 acres. Nate says they have done a boundary survey. Nate said they would double check. Brandon recommended checking sooner than later because if it's less the developers might have to change the lot configuration.

### **Roads**

Brandon said some issues in the past have been how to handle connecting a private road to public road and suggested the developers connect the road and provide a turnaround at the end of the public piece. Mark says they either need a turnaround or permission to turn around in the intersection of Cedar Cove. Barry said if there is a gate, there has to be a turnaround. Nate said if the road is connected, Cedar Cove loses bus service but nothing official has ever been documented. Brandon suggested building asphalt to asphalt and Cedar Cove could block it off entirely as their right but then the city would require the developers to have a permanent turnaround. The developers could obtain permission from Cedar Cove to leave the gate permanently open for emergency vehicles/snowplows. Nate asked if there is a gate of some sort on Shay Lane, would they need a stub or turnaround. Brandon said there may not be a gate but there would have to be a signed agreement saying there won't be one. Cedar Cove operates under an HOA and James Durrant is the manager. 7470 S. is not Shay Lane as directed by Brandon.

Mark asked if they want a road to tie into 1950 E. on the north side of South Weber Drive. Brandon said they could stub it that direction and it would make sense to connect it. Aaron says he would lose 1 lot if he did that. Barry asked what the distance is that U-Dot requires. Brandon said it was 660ft for the charter school but doesn't remember the distance for the speed limit drop to 40mph. For the long term plan, Brandon said it is better to not have additional access on South Weber Drive for access management reasons and goes on to say in the General Plan the city does not address making a connection through there. Brandon said if the impact of a turnaround there means losing a lot, it may not be worth it. The option to extend to the north would eliminate the need for a turnaround. Nate asked Mark about his experience with hammerhead turnarounds in driveways. Mark said he worries about ones with driveways because it's hard to turn around because cars are parked there.

### **Sidewalks and Connectivity**

Brandon said the plans didn't look like they were showing sidewalk on 1900 E. along the front of lots 1 and 9. Nate said they will have that. The sidewalk should match on 1900 E. with 4ft and

6ft on the new road. Barry said there is no justification for making the sidewalk 4ft everywhere, as questioned by Aaron, instead of as the ordinance dictates. Brandon says there are standards for a reason. Nate is worried about maintaining the connectivity of the wider side. Brandon wants width of the sidewalk to be 6ft. Barry said when the developers put a turnaround in; it's going to change the connectivity anyway. The city's position via Brandon is the developers should build a road connecting asphalt to asphalt to the property line, if Cedar Cove chooses to block their road off the developers already have the provision for it with the turnaround. The developers can't block off a public road, answering Aaron's question. Brandon said putting a stub on the north will give a hammerhead turnaround. The city would recommend to Cedar Cove to not add a gate but there would need to be an agreement signed in perpetuity that a gate or blockage would never happen resulting in them then not needing a turnaround. Brandon said that the developers would need a document saying Cedar Cove would allow the city to have open public access to that road. Brandon said it's the subdivision's right (Cedar Cove) to do what they want and the city can't that take away. Nate said in the past they put up traffic calming devices to appease residents of a private subdivision. Brandon would rather see a straight through road but it can't happen without providing the provision.

Nate asked if the developers talk to Cedar Cove and get a no answer to connecting the road, if the developers should then put in a cul-de-sac. Brandon said no because he thinks the road should connect and to plan for it; so plan for it even if they say no now. Aaron, from a developer's standpoint, would rather have the road blocked because it hurts his value being connected to a PUD. Mark said once they put a cul-de-sac in, there is no going back. Brandon says this is just the current situation with the property and the city can't knowingly block the road off from a public safety perspective (his opinion). Brandon thinks there is a high likelihood a gate wouldn't stay closed. Aaron asked how it is a bigger public safety hazard if they allow a turnaround/cul-de-sac as opposed to connecting the road. Public safety is currently compromised because of the length of time it would take to get there. Aaron asked question about intersections and Barry clarified saying the city suggests a T intersection not an L.

Nick asked if they were to make the connection if they could take down a current resident's fence on a particular property. The answer was yes because of the easement. Nate asked if the city has records on when Cedar Cove's standards were approved. Barry suggested looking in minutes (15 years?). Rod said the issue with the stub was probably because the cul-de-sac was illegal and it was created to comply and because there was intent use it. Brandon says utilities are there in preparation for the road, the intent is obvious. Nate asked about the best way to prove the intent. Barry said plans show the road going through. Brandon said it's up to the developer on whether to talk with Cedar Cove, they don't need approval. The only reason the developers would seek approval is for a permanent connection and if they don't get approval, they have to provide a turnaround. Brandon's opinion is that a cul-de-sac is not an option. Nate sees the gate and access issue as an equal part with the city and wants to work together. Mark said the city will support by providing documentation and Brandon said that he would talk to the residents to let it stay open. Brandon said they can develop with the turnaround and a gate would be the choice of Cedar Cove. Brandon wants it to connect with no turnaround but the city needs documentation saying that Cedar Cove will allow the connection. Nate requests the city to provide Cedar Cove phase 2 documentation of approval.

### **Storm Water**

Brandon said the storm drain and a fire hydrant are the only utilities being added other than services. The inlet boxes are good but the developers need one more on 1900 E. on the south end radius upstream side otherwise they would have to have a waterway. Brandon will do a recalculation for the regional basin one-time fee in lieu of putting detention on the property. Brandon said to Mark that the city needs to make sure utilities are properly marked and located on 1900 E., probably needs to be potholed. Mark said he would help. Nate said he can send a survey crew out. Mark asked the developers if the city could dig holes, Kevin said yes. Mark said the city will pick a day and let Nate know. Mark asked if the developers could line the road up better to the existing road to make a straighter intersection. Nate said he already figured out the utilities with the conception of the road.

### **Rezone and Future Plans**

Barry said the rezone needs to happen. Brandon said it could run concurrent with the preliminary approval from the Planning Commission subject to final approval from the Council (Lots 8, 7, 6, 5, and 9, everything on the south side). Brandon asked Rod if he saw any problem rezoning from A to R-M, Rod said no.

Brandon said the developers could go to preliminary at this point. Barry doesn't think it needs to come back. If developers choose to get permission to connect the road from Cedar Cove, the city needs something more than a letter; a legal description. Nate said they need an easement on the property. Barry said an easement allows all public access but it doesn't make it a public road. Barry said they would have to be careful with the language saying public access. Brandon said it would have to say no obstruction/gate, signs and such could be put up, and recommends not presenting it as anything from a developers' perspective but as the city requested it.

If the developers have all of their materials into Elyse by September 4, the preliminary plats and rezone application, then they could get on the agenda for Planning Commission for September 25. Barry prefers separating the rezone from the approval process. Barry said he didn't think Planning Commission would mind doing the preliminary and final at the same time, however the rezone has to go through before the final. Brandon said if they combine the preliminary, final, and rezone in the same meeting, the rezone would have to be approved by the City Council first. If the developers want to combine all of the meetings, they need to have everything done, there are no subject to's.

### **Items for Developers to Address:**

- **Verify utilities**
- **Change road to 70ft with according standards**
- **Check the boundaries**
- **Adjust the sidewalks, show on lots 1 and 9**
- **Add a turnaround**
- **Ask and obtain permission to connect the road with legal documentation**
- **Add inlet box on 1900 E.**
- **Rezone application**

### **Items for City to Address:**

- **Provide documentation for Cedar Cove Phase 2 approvals**
- **Brandon recalculate fee in lieu of detention**
- **Public Works locate and mark utilities**

Adjourned at 9:55 a.m.

Minutes recorded by Elyse Greiner, Deputy Recorder.

## Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment. This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A. This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

Note:

**Issued through the office of:**

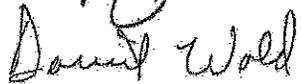
**Richland Title Insurance Agency, Inc.  
10714 South Jordan Gateway, Ste 100  
South Jordan, UT 84095  
(801) 747.3395 PH (801) 261.5199 FX**

*Continued on back page*

  
**Authorized Signature**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
*A Stock Company*  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President

Attest  Secretary

American Land Title Association Commitment

Old Republic Title Company  
File No. 1409016U

SCHEDULE A

Richland Title Insurance Agency, Inc.  
10714 South Jordan Gateway, Ste 100  
South Jordan, UT 84095  
(801) 747.3395 PH (801)261.5199 FX

1. Commitment Date: 08/28/14 at 08:00 AM
2. Policy (or Policies) to be issued: Premium
  - a. Alta 2006 Owner's Policy - Policy Amount \$93,600.00 \$662.00  
Proposed Insured: The Ambrose Group, LLC
  - b. Alta 2006 Loan Policy - Policy Amount \$53,600.00 \$266.00  
Proposed Insured: , its successors and/or assigns as their respective interests may appear.  
Additional Charges (if any) Endorsements 8.1, 100, 116 \$60.00

3. The estate or interest in the land described in this Commitment is owned Fee Simple, at the Commitment Date, by **Kevin J. Udy and Pamela H. Udy, Husband and Wife, as Joint Tenants, with Full Rights of Survivorship**

4. The land referred to in this Commitment is situate in the County of **Davis**, State of **UT** and is described as follows:

See Exhibit "A", attached hereto and made a part hereof.

Countersigned at South Jordan

  
Authorized Officer or Agent  
Richland Title Insurance Agency, Inc.  
Agent ID: A43050

THIRD PARTY DISCLAIMER

This is a Commitment for Title Insurance. It is not an abstract of title or preliminary report of title. There may be items of record not included in the commitment. The information provided herein is provided for the benefit of only those stated in Schedule "A" Paragraph "2". Liability is limited by the terms and conditions of this Commitment.

IF YOU ARE NOT IN PRIVACY OF CONTRACT WITH RICHLAND TITLE INSURANCE AGENCY, INC AND ITS UNDERWRITER DO NOT RELY UPON THE REPRESENTATIONS HEREIN.

THIS COMMITMENT SUBJECT TO STATEMENT OF TERMS, CONDITIONS, AND STIPULATIONS  
ATTACHED.

EXHIBIT "A"  
File No. 1409016U

Parcel 1:

A parcel of land situated within the Northwest Quarter of the Northwest Quarter of Section 35, Township 5 North, Range 1 West, Salt Lake Base and Meridian; Described as follows: Beginning at a point which is South 00 Deg.00'26" East along the West Line of said Section 35 297.00 feet from the Northwest corner of said Section 35 & running thence East 181.50 feet; thence South 36.00 feet; thence East 269.06 feet to an existing fence line; thence South 01 Deg.10'40" West along said fence line and along a Westerly boundary of proposed Subdivision Plat (Cedar Cove Phase II PUD) 114.84 feet, more or less, to the North line of a parcel deeded to U.S. Development in Book 2549 at Page 307 for street purposes; running thence along the arc of a 1800 foot radius curve to the right 60 feet, more or less, to a point of reverse curvature, said curve having a radius of 1500 feet; thence along the arc of said curve 60.0 feet; thence North 89 Deg.56'28" West 331.96 feet to the West line of said Section 35; thence North 00 Deg.00'26" West along said West line 148.36 feet to the point of beginning.

Parcel No. 13-033-0061

Parcel 2:

Part of the Northwest Quarter of Section 35, Township 5 North, Range 1 West, Salt Lake Base and Meridian described as follows: Beginning at a point which is South 89 Deg.50'00" East 678.50 feet along the North line of said Section 35 & South 00 Deg.10'00" West 33.00 feet to the Southerly Right of Way line of 7400 South Street & South 300.00 feet & West 226.40 feet & South 112.85 feet from the Northwest corner of said Section 35; running thence South 36.00 feet; thence North 89 Deg.56'28" West along an existing fence line 451.94 feet to the West line of said Section 35; thence North 00 Deg.00'26" West along said West Section line 38.00 feet; thence South 89 Deg.56'28" East 331.96 feet to the Beginning of a curve to the right; said curve having a Delta Angle of 01 Deg.54'36" & a Radius of 1500.00 feet (Chord bears South 88 Deg.59'10" East 60 feet); thence Easterly along the arc of said curve 60.00 feet to a point of reverse curvature; said curve having a Delta Angle of 01 Deg.54'36" & a Radius of 1800.00 feet (Chord bears South 88 Deg.58'10" East 60.00 feet); thence Easterly along the arc of said curve 80.00 feet to the Point of Beginning.

Parcel No. 13-033-0064

**SCHEDULE B - Section I - Requirements**

**Old Republic Title Company  
File No. 1409016U**

The following are the requirements to be complied with:

Item (a) The company hereby reserves the right to add additional exceptions to coverage and/or requirements for the issuance of any policy pursuant to this commitment upon its receipt of additional information. If the policy to be issued exceeds \$500,000.00, a policy will not be issued or funding take place without written approval of the underwriter.

Item (b) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (c) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

Item (d) Payment of all taxes, charges and assessments, levied and assessed against the subject premises which are due and payable.

Item (e) Pay us the premiums, fees and charges for the policy. In the event, the transaction, for which this commitment is furnished, cancels, the minimum cancellation fee will be \$150.00.

Item (f) You must tell us in writing the name of anyone not referred to in this commitment who has or will have an interest in the land or who has made or will make a loan on the land. We may then make additional requirements or exceptions.

Item (g) Provide the following for a Corporation, Limited Liability Company or Partnership if involved in the transaction:

- I. Copy of resolution creating authority to execute documents pertinent to this transaction.
- II. Articles of Incorporation, Articles of Organization, or Partnership Agreement creating the entity, respectively.
- III. Certificate of good standing from the State of Utah indicating entity is still a viable and recognized entity.
- IV. Copy of by-laws, operating agreement or other similar document if partnership.

Item (h) If the property is held in Trust, a copy of the Trust Agreement with all amendments along with an affidavit from the current Trustee that the Trust Agreement is still in force must be provided.

Item (i) If the applicant desires copies of any matters shown as exceptions in Schedule B -- Section 2, the Company will furnish such upon request at no charge or a minimal charge as the case may be.

Item (j) The owner and any previous owners within the last 6 months are required to sign a statement that no recent construction has taken place. A physical inspection may also be required. If recent construction has taken place, additional requirements may be added.

Other Requirements:

- 1) **Removal, Reconveyance or otherwise release exception no.'s 16 & 17 on Schedule B, Section 2.**
- 2) **Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.**
- 3) **Trust Deed securing new loan.**

NOTE: The Property Address is: **7460 South 1900 East  
South Weber, Utah 84405**

Parcel Number: **13-033-0061 & 13-033-0064**

American Land Title Association Commitment -- Utah  
Schedule B -- Section 1  
Form CU-B - Valid only if Schedule B and Cover are attached.

**SCHEDULE B - Section II - Exceptions**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
8. All taxes. Taxes are collected annually and are due on November 1st of each year. Taxes for the year 2013 have been paid in the amount of \$1,978.14 and \$275.75 respectively. Tax Serial Number's 13-033-0061 and 13-033-0064
9. All assessments. Said property is within the boundaries of Tax District 47, Weber Basin Water Conservancy District, South Davis Water Improvement District, South Davis Sewer Improvement District and North Salt Lake City, and is subject to any charges and assessments levied thereunder.
10. The effects of the recorded plat including but not limited to easements, rights of way, etc., noted thereon.
11. The effects of any Declarations of Protective Covenants, Conditions and Restrictions recorded in the official records as amended or added to from time to time.
12. The effects of easements and rights of way for roads, ditches, canals, telephone, and transmission lines; drainage, utilities or other, over under or across said property which are of record or which may be ascertained by an inspection or survey, as well as, covenants, conditions and restrictions of record and conflicts in boundaries.
13. The effects of UTILITY EASEMENT to Davis County, recorded June 28, 1999, as Entry Number 1528052 in Book 2524 at Page 288 of the official records.
14. The effects of EXCLUSIVE RIGHT-OF-WAY AND EASEMENT GRANT from U.S. DEVELOPMENT to Kevin Udy for ingress and egress, recorded March 12, 2002, as Entry Number 1736989 in Book 3002 at Page 1331 of the official records. (affects parcel 2)
15. The effects of an AFFIDAVIT regarding a variance granted by the board of adjustment, recorded February 29, 2000, as Entry Number 1577579 in Book 2620 at Page 96 of the official records.

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16. A DEED OF TRUST to secure an indebtedness of the amount stated herein and any other amount payable under the terms thereof. DATED: December 15, 2011. RECORDED: December 20, 2011. AMOUNT: \$210,000.00, plus interest. TRUSTOR: Kevin J. Udy and Pamela H. Udy. BENEFICIARY: "MERS" acting solely as a nominee for RANLIFE, INC. TRUSTEE: American Preferred Title. ENTRY NUMBER: 2633214. BOOK: 5421. PAGE: 170. (affects parcel 1)
17. An inquiry to the Division of Corporations and Commercial Code of the Department of Commerce has disclosed that the legal status of The Ambrose Group, Inc. expired on June 24, 2014 due to a failure to file a renewal.

CHAIN OF TITLE: According to the public record there have not been any deeds conveying the land described herein within a period of 24 months prior to the date of the report except as follows: NONE

#### THIRD PARTY DISCLAIMER

This is a Commitment for Title Insurance. It is not an abstract of title or preliminary report of title. There may be items of record not included in the commitment. The information provided herein is provided for the benefit of only those stated in Schedule "A" Paragraph "2". Liability is limited by the terms and conditions of this Commitment.

IF YOU ARE NOT IN PRIVITY OF CONTRACT WITH RICHLAND TITLE INSURANCE AGENCY, INC AND ITS UNDERWRITER DO NOT RELY UPON THE REPRESENTATIONS HEREIN.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY

NOTE: The following names have been checked for judgments:

Kevin J. Udy Pamela H. Udy The Ambrose Group, LLC

No unsatisfied judgments appear of record in the last eight years except as shown herein.

NOTE: UPON COMPLIANCE WITH UNDERWRITING REQUIREMENTS, EXCEPTIONS 1-5 WILL BE OMITTED FROM THE LOAN POLICY TO BE ISSUED HEREUNDER.

The Owner's policy of title insurance committed for in this Commitment, if any, shall contain, in addition to the items set forth in Schedule B - Section 2, the following items: (1) The Mortgage or Deed of Trust, if any, required under Schedule B - Section 1, Item (c); (2) Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water, minerals, oil and gas; (3) Any and all unpaid taxes, assessments and unredeemed tax sales.

**THIRD PARTY DISCLAIMER**

This is a Commitment for Title Insurance. It is not an abstract of title or preliminary report of title. There may be items of record not included in the commitment. The information provided herein is provided for the benefit of only those stated in Schedule "A" Paragraph "2". Liability is limited by the terms and conditions of this Commitment.

IF YOU ARE NOT IN PRIVITY OF CONTRACT WITH RICHLAND TITLE INSURANCE AGENCY, INC AND ITS UNDERWRITER DO NOT RELY UPON THE REPRESENTATIONS HEREIN.

Countersigned at Murray, Utah:

  
Authorized Officer or Agent  
Richland Title Insurance Agency, Inc.  
Agent ID A43050

American Land Title Association Commitment – Utah  
Schedule B – Section 2  
From No. CU-B

Please make any inquiries to Richland Title Insurance Agency Phone No. (801)747-3395  
Fax (801)261-5199





**OLD REPUBLIC** NATIONAL TITLE INSURANCE COMPANY

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

## PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides YOU with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have Joint Marketing Agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

## CONDITIONS

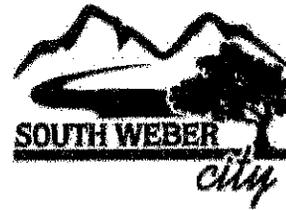
1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.  
You may review a copy of the arbitration rules at: <http://www.alta.org/>.

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

**RECEIVED**

OCT 01 2014

Per *Wally Aron*



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

### Utility Notification Form

Project/Subdivision	Developer or Agent
Name: <u><i>Udy Acres</i></u>	Name: <u><i>Aaron Haaga</i></u>
<input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial	Company Name: <u><i>The Ambrose Group, Inc.</i></u>
Approx. Location: <u><i>746050. 1900E.</i></u>	Address: <u><i>2225 E. Murray Holladay Rd #206</i></u>
Parcel Number(s): <u><i>13-033-0061</i></u>	City/State/Zip: <u><i>Holladay, Ut. 84117</i></u>
Number of Lots: <u><i>3</i></u>	Phone: <u><i>801-706-5419</i></u>
Phase: <u>    </u> of <u>    </u> PUD: Yes/ <input checked="" type="radio"/> No	Fax: <u><i>801-618-4198</i></u>
	Email: <u><i>aaron@ambroseire.com</i></u>

**QUESTAR GAS**

Name: <u><i>Robert Conroy</i></u>	Title: <u><i>PE Const</i></u>	Phone: <u><i>801-710-3755</i></u>
(please print)		
Signature: <u><i>Robert Conroy</i></u>		Date: <u><i>9-29-14</i></u>

**COMCAST CABLE TV**

Name: _____	Title: _____	Phone: _____
(please print)		
Signature: _____		Date: _____

**QWEST**

Name: <u><i>GARY WEAVER</i></u>	Title: <u><i>FIELD ENGR.</i></u>	Phone: <u><i>801-626-5360</i></u>
(please print)		
Signature: <u><i>Gary Weaver</i></u>		Date: <u><i>9-29-14</i></u>

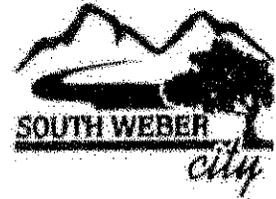
**ROCKY MOUNTAIN POWER**

Name: <u><i>Curtis Galvez</i></u>	Title: <u><i>ESTIMATOR</i></u>	Phone: <u><i>801-629-4318</i></u>
(please print)		
Signature: <u><i>Curt Galvez</i></u>		Date: <u><i>9-29-14</i></u>

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

**RECEIVED**  
OCT 01 2014

Per [Signature]



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

### Utility Notification Form

Project/Subdivision	Developer or Agent
Name: <u>Utah Acres</u>	Name: <u>Arson Hoag</u>
<input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial	Company Name: <u>The Ambrose Group, Inc.</u>
Approx. Location: <u>7400 So 1900 E.</u>	Address: <u>2225 E. Murray Blvd. #200</u>
Parcel Number(s): <u>13-223-001</u>	City/State/Zip: <u>Wendover, UT 84117</u>
Number of Lots: <u>3</u>	Phone: <u>801-702-3119</u>
Phase: <u>1</u> of <u>1</u> PUD: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Fax: <u>801-618-9195</u>
	Email: <u>arson@ambroseinc.com</u>

**QUESTAR GAS**

Name: Robert Comen Title: Proj. Const. Phone: 801-710-3755

Signature: [Signature] Date: 9-29-14

**COMCAST CABLE TV**

Name: Greg Miller Title: Coord. 2 Plan & Design Phone: 801-401-3017

Signature: [Signature] Date: 10/01/2014

**QWEST**

Name: [Signature] Title: FIELD ENG. Phone: 801-622-5850

Signature: [Signature] Date: 9-29-14

**ROCKY MOUNTAIN POWER**

Name: Curtis Colver Title: ESTIMATOR Phone: 801-629-4318

Signature: [Signature] Date: 9-29-14

# **SOUTH WEBER WATER IMPROVEMENT DISTRICT**

**7924 S. 1900 E.  
South Weber, UT 84405  
Phone (801) 475-4749  
Fax (801) 475-0508  
Emergency (801) 510-8073  
Maintenance  
Rorie Stott (801) 336-8951**

**BOARD DIRECTORS  
Ferrin Calder 479-4475  
Owen Cash 479-7858  
Jan Ukena 479-8749  
Jeffery Monroe 479-5213  
Leslie Waters 479-6634**

To: South Weber City,

The South Weber Water Improvement District will furnish secondary water to the Udy Acres Subdivision.

DATED this 30 day of September 2014

Thank you,

South Weber Water Improvement District

# Storm Runoff Calculations

## UDY Acres Subdivision

10/2/2014 SKT

The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for the Ogden UT area taken from data compiled by NOAA Atlas 14, using a 100 year storm.

The calculations are as follows:

### 1. Generated Stormwater

Runoff Coefficient	C =	0.48
Rainfall Intensity	i =	1.6 IN./HR.
Runoff Quantity	Q =	CiA
Acreage	A =	3.18 ACRES

<b>Q(out) = C*i*A = 2.43 CFS</b>
----------------------------------

### 2. Weighted Runoff Coefficient

#### Runoff Coefficients

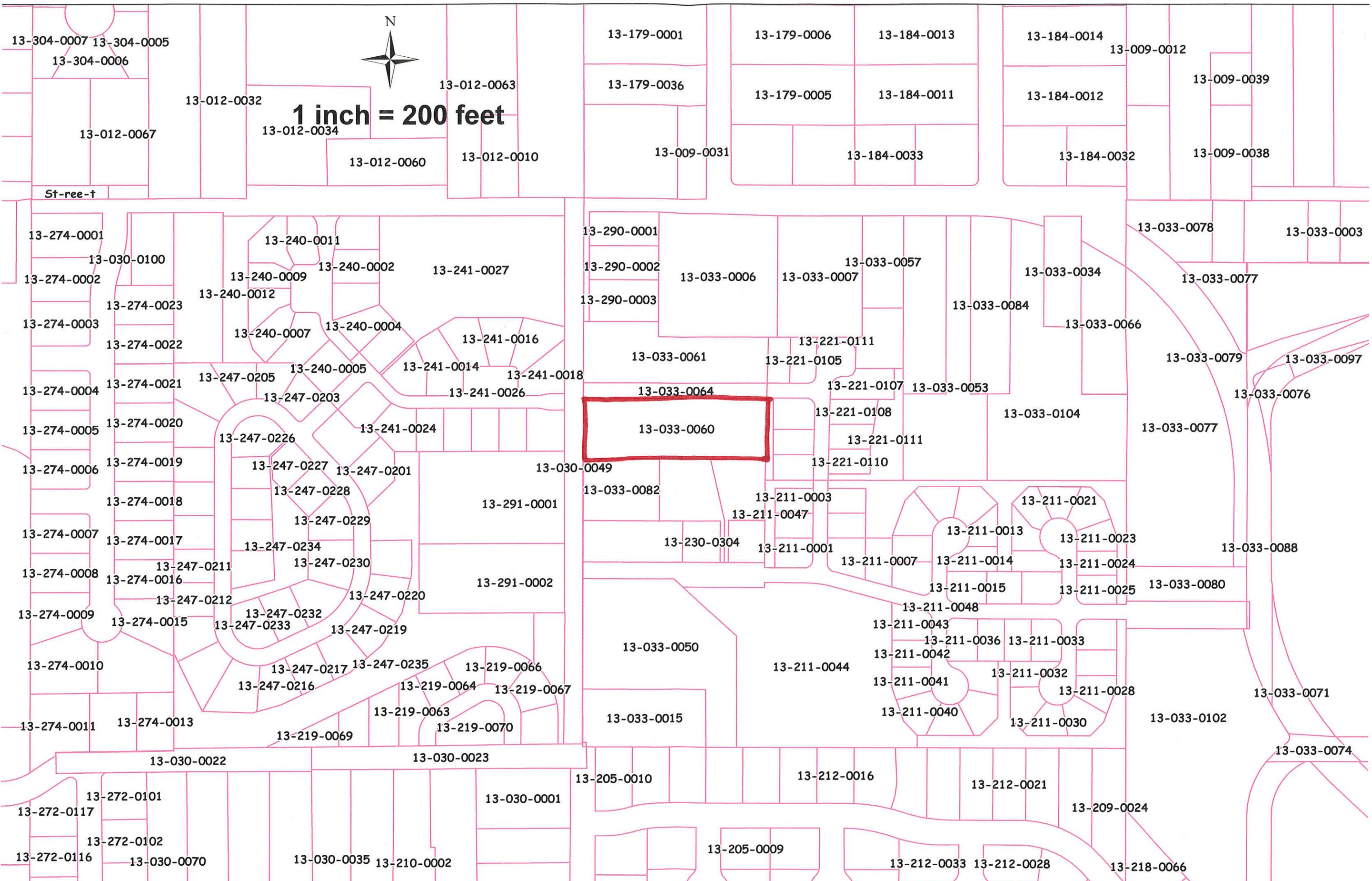
Paved Area	31645	C = 0.9
Landscaped Area	80029	C = 0.2
Roof	27000	C = 0.8

Weighted Runoff Coefficient C = 0.48

FIRST NAME	LAST NAME	HOUSE NUMBER	DIR	STREET NAME	APT/BOX	CITY	ST	ZIP	Parcel Numbers
Brandon	Hunt	1950	E	7550 S		Ogden	UT	84405-1900	13-230-0304
Jahan	Imani	1956	E	7550 S		Ogden	UT	84405-1900	13-230-0303
Jared	Bradshaw	1962	E	7550 S		Ogden	UT	84405-1900	13-230-0302
Matthew	Woolley	1990	E	7550 S		Ogden	UT	84405-1900	13-211-0006
William	Robinson	2002	E	7550 S		Ogden	UT	84405-1903	13-211-0007
Mardee	Hagen	2013	E	7550 S		Ogden	UT	84405-1904	13-211-0043
Scott	Holden	2039	E	7550 S		Ogden	UT	84405-1904	13-211-0034
Nathan	Bird	7466	S	1980 E		Ogden	UT	84405-1907	13-211-0107
Sterling	Durrant	7478	S	1980 E		Ogden	UT	84405-1907	13-211-0108
Nathan	Gailey	7481	S	1980 E		Ogden	UT	84405-1908	13-211-0103
Howard	Fitzgerald	7486	S	1980 E		Ogden	UT	84405-1907	13-211-0109
James	Floyd	7492	S	1980 E		Ogden	UT	84405-1907	13-211-0110
Paul	Sutton	7503	S	1980 E		Ogden	UT	84405-1902	13-211-0003
Cameron	George	7506	S	1980 E		Ogden	UT	84405-1901	13-211-0004
Brady	Wilcox	7515	S	1980 E		Ogden	UT	84405-1902	13-211-0002
Jessica	Pierce	7518	S	1980 E		Ogden	UT	84405-1901	13-211-0005
Tyler	Fourie	7512	S	2020 E		Ogden	UT	84405-9641	13-211-0012
Austin	Strong	7517	S	2020 E		Ogden	UT	84405-9641	13-211-0010
Matthew	Bolton	7532	S	2020 E		Ogden	UT	84405-9641	13-211-0014
Patrick	McNamara	7544	S	2020 E		Ogden	UT	84405-9641	13-211-0015
Teri	Brown	7563	S	2020 E		Ogden	UT	84405-9641	13-211-0042
Leonard	Gillespie	7564	S	2020 E		Ogden	UT	84405-9641	13-211-0036
Michael	Jaggi	7572	S	2020 E		Ogden	UT	84405-9641	13-211-0037
Mariah	Johnston	7580	S	2020 E		Ogden	UT	84405-9641	13-211-0038
Rhett	Reisbeck	7581	S	2020 E		Ogden	UT	84405-9641	13-211-0040
Ryan	Taylor	7588	S	2020 E		Ogden	UT	84405-9641	13-211-0039



1 inch = 200 feet



Brandon Hunt  
1950 East 7550 South  
Ogden, UT 84405

Howard Fitzgerald  
7486 South 1980 East  
Ogden, UT 84405

Teri Brown  
7563 South 2020 East  
Ogden, UT 84405

Jahan Imani  
1956 East 7550 South  
Ogden, UT 84405

James Floyd  
7492 South 1980 East  
Ogden, UT 84405

Leonard Gillespie  
7564 South 2020 East  
Ogden, UT 84405

Jared Bradshaw  
1962 East 7550 South  
Ogden, UT 84405

Paul Sutton  
7503 South 1980 East  
Ogden, UT 84405

Michael Jaggi  
7572 South 2020 East  
Ogden, UT 84405

Matthew Woolley  
1990 East 7550 South  
Ogden, UT 84405

Cameron George  
7506 South 1980 East  
Ogden, UT 84405

Mariah Johnston  
7580 South 2020 East  
Ogden, UT 84405

William Robinson  
2002 East 7550 South  
Ogden, UT 84405

Brady Wilcox  
7515 South 1980 East  
Ogden, UT 84405

Rhett Reisbeck  
7581 South 2020 East  
Ogden, UT 84405

Mardee Hagen  
2013 East 7550 South  
Ogden, UT 84405

Jessica Pierce\*  
7518 South 1980 East  
Ogden, UT 84405

Ryan Taylor  
7588 South 2020 East  
Ogden, UT 84405

Scott Holden  
2039 East 7550 South  
Ogden, UT 84405

Tyler Fourie  
7512 South 2020 East  
Ogden, UT 84405

Patrick McNamara  
7544 South 2020 East  
Ogden, UT 84405

Nathan Bird  
7466 South 1980 East  
Ogden, UT 84405

Austin Strong  
7517 South 2020 East  
Ogden, UT 84405

Sterling Durrant  
7478 South 1980 East  
Ogden, UT 84405

Matthew Bolton  
7532 South 2020 East  
Ogden, UT 84405

Nathan Gailey  
7481 South 1980 East  
Ogden, UT 84405

Patrick McNamara  
7544 South 2020 East  
Ogden, UT 84405

South Weber City  
1600 E South Weber Dr  
South Weber UT 84405  
801-479-3177

Receipt No: 13.079398  
Oct 1, 2014

Aaron Haaga UDY Acres Subdivision

Previous Balance:

.00

Miscellaneous  
MISCELLANEOUS PAYMENT

500.00

10-34-100  
ZONING & SUBDIVISION FEES

-----  
Total: 500.00

=====

CHECK

Check No: 2175

500.00

Payor:

Aaron Haaga UDY Acres Subdivision

Total Applied:

500.00

-----  
Change Tendered:

.00

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Duplicate Copy  
10/01/2014 03:36PM

