

**FRANCHISE AGREEMENT**  
**[Secondary Water]**

THIS FRANCHISE AGREEMENT (this “**Agreement**”) is entered into and effective as of this \_\_\_\_\_ day of March, 2026 (the “**Effective Date**”), by and between the **CITY OF PLEASANT VIEW, UTAH, a municipal corporation and political subdivision of the State of Utah** (the “**City**”), and **WOODSONIA FARR WEST, LLC, a Utah limited liability company** (the “**Grantee**”). The City and Grantee are sometimes each referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS:

WHEREAS, Grantee is the owner of certain real property generally located in the northeast corner of the intersection of Interstate 15 and West 2700 North Street in Weber County, Utah, as generally depicted on **Exhibit A** attached hereto (the “**Project Area**”), and Grantee desires to develop the Project Area into a multi-use commercial and multi-family residential development (the “**Project**”);

WHEREAS, the Project necessitates the provision of non-potable water services for irrigation and other non-domestic uses (and not intended for human consumption) and the establishment, operation, and maintenance of a secondary water distribution system (including all water rights, water shares, pipes, pumps, storage, service laterals, valves, meters, appurtenances, and related facilities used to provide, convey, and deliver secondary water services for irrigation and other non-potable uses for the benefit of the Project, the “**Secondary Water System**”) in, under, along, over, and across certain rights-of-way in the City’s boundaries as generally depicted on **Exhibit A** attached hereto (the “**Public ROW**”), consistent with applicable federal, state, and City laws, codes, and regulations, including those City ordinances governing access, public utility franchise agreements, and fees applicable to private utility services operating within public rights-of-way in the City;

WHEREAS, the City has a direct interest in improving the quality of life of its citizens through improvements to important infrastructure within its municipal boundaries, and the City recognizes that reliable and efficient secondary water services for irrigation and non-potable uses are a key infrastructure improvement for the City and its citizens;

WHEREAS, as a condition of receiving culinary water service from Bona Vista Water Improvement District, Grantee is required to provide a Secondary Water System for the Project;

WHEREAS, the City retains and maintains jurisdiction over public rights-of-way within the City’s boundaries and the placement, maintenance, and operation of utility facilities therein; and

WHEREAS, the Parties desire to set forth the terms and conditions by which Grantee shall use the Public ROW for its Secondary Water System.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, agreements, conditions, and indemnities contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**1. Grant of Franchise.** The City hereby grants to Grantee a non-exclusive franchise and general utility easement providing the right, privilege, and authority to locate, install, construct, own, operate, maintain, repair, replace, upgrade, and use the Secondary Water System in, along, among, upon,

across, above, over, under, or in the Public ROW as may be necessary to provide secondary water services to the Project, in accordance with the terms and provisions set forth in this Agreement. In connection therewith, Grantee shall be solely responsible for operating the Secondary Water System, including maintenance and repair, customer service within the Project, regulatory compliance, and utility billing and metering, and all appurtenances and facilities comprising the Secondary Water System shall remain Grantee's sole property. Notwithstanding the foregoing, nothing herein grants or conveys to Grantee any ownership right in or to the Public ROW.

2. **Term.** This Agreement and the rights, authority, and obligations granted hereunder shall be in place and effective for an initial term of ten (10) years commencing on the Effective Date and shall automatically renew for two (2) additional, successive five (5)-year renewal terms thereafter upon the same terms and conditions as contained in this Agreement, unless Grantee provides the City with notice of its intent not to renew at least sixty (60) calendar days before the expiration of the then-current term or unless otherwise terminated pursuant to the provisions of Section 8 below.

3. **Construction, Maintenance, and Operation Standards and Requirements.**

(a) The Secondary Water System shall be installed by Grantee in accordance with the plans and specifications described on **Exhibit B** attached hereto, which plans and specifications have been expressly approved by the City.

(b) Grantee shall, prior to commencing any excavation, new construction, or major reconstruction work in the Public ROW, apply for any applicable permits from the City as may be required by the City's ordinances, and the City shall not unreasonably withhold, condition, or delay the issuance of such permits. Grantee shall abide by all applicable ordinances and all reasonable rules, regulations, and requirements of the City, and all conditions of approval and issuance of any permit, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. All permitting fees shall be paid by Grantee, unless otherwise waived by the City.

(c) If during the course of Grantee's construction, operation, or maintenance of the Secondary Water System there occurs a disturbance of or damage to the Public ROW which is caused by Grantee, Grantee shall, at Grantee's expense, replace and restore such portion of the Public ROW to a condition equal to or better than the condition of the Public ROW existing immediately prior to such disturbance and in a manner reasonably approved by the Director of Public Works for the City.

(d) Except in the event of an emergency, Grantee shall provide the City with advance written notice of any proposed work in the Public ROW and if such proposed work requires the partial or complete closure of any portion of the Public ROW, together with anticipated dates and times of such closure. Similarly, before commencing any street improvements or other work within the Public ROW that may affect the Secondary Water System, the City shall give advance written notice to Grantee and use reasonable efforts so as not to disrupt, interfere with, or damage the Secondary Water System.

(e) Notwithstanding any provision contained herein to the contrary, Grantee shall not be obligated to obtain a permit to perform emergency repairs if the delay caused by obtaining the permit threatens the safety, health, or property of the City, Grantee, or third parties, as Grantee may reasonably determine in its discretion. Grantee shall notify and obtain permits from the City for any emergency repairs as soon as reasonably possible after commencement of the same.

(f) Grantee shall observe and be solely responsible and liable for its compliance with all traffic control, barricading, and other safety requirements and regulations applicable to work within a public street or other similar public right-of-way in the City, regardless of whether such requirements are expressly made a condition of this Agreement or any construction or excavation permit issued by the City. A traffic control plan shall be submitted to the City for approval for any lane restrictions or closures.

(g) The Secondary Water System shall not endanger or unreasonably interfere with the safety of persons or property in the Public ROW.

(h) Grantee shall have the authority to trim trees or other natural growth overhanging any of its Secondary Water System within the Public ROW so as to prevent branches or roots from damaging or interfering with the use of the Secondary Water System. Nothing herein shall give Grantee the right to trim trees not within the Public ROW without the permission of the property owner or the City upon showing of public need.

(i) All installation, construction, operation, maintenance, repair, replacement, upgrading, and use of the Secondary Water System shall be performed and discharged in accordance and compliance with all applicable federal, state, and City laws, codes, and regulations and in an orderly and workmanlike manner. Grantee is expected and required to fully comply with any and all current and future applicable state and local guidelines and standards relative to providing secondary water services in Weber County, Utah.

(j) Grantee agrees to comply with the terms of any lawfully adopted and applicable local ordinance and regulations applicable to secondary water utilities to the extent the provisions of the ordinance or regulations. Neither Party may unilaterally alter the material rights and obligations set forth in this Agreement.

#### **4. Relocation.**

(a) Upon its receipt of reasonable advance written notice, Grantee shall, at its own expense, except as provided by law or entitlement, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public ROW, any property of Grantee when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, culinary or secondary water pipes, power lines or other municipal utility infrastructure, or any other type of public structures or improvements which are not used to compete with Grantee's services.

(b) Grantee shall, upon the request of any party holding a lawful permit issued by the City, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public ROW as reasonably necessary any property of Grantee, provided: (i) the expense of such is paid by said party benefiting from the relocation, including, if required by Grantee, making such payment in advance; and (ii) Grantee is given reasonable advance written notice to prepare for such changes.

(c) For purposes of this Section 4, "reasonable advance written notice" shall be no less than thirty (30) days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

(d) This Section 4, shall survive the termination or expiration of this Agreement.

5. **Insurance Requirements.** Grantee shall maintain in full force and effect, at its own cost and expense, during the term of this Agreement, Comprehensive Commercial General Liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) aggregate for bodily injury and property damage. Such insurance shall be non-cancellable except upon thirty (30) days prior written notice to the City. Grantee shall provide to the City, upon request, a Certificate of Insurance designating the City as an additional insured. Grantee shall increase the limits of such insurance upon the City's reasonable request, provided that Grantee shall not be required to increase such limits more than once every two (2) years and no increase shall be more than the amount of the limitation of judgments described in Utah Code Ann. Section 63G-7-604, as calculated by the Utah State Risk Manager every two years and stated in Utah Admin. Code R37-4-3.

6. **Indemnification.** Grantee agrees to indemnify, defend, and hold harmless the City, its officers, boards, and employees, from and against any and all claims, demands, liens, and all liability for damages of whatsoever kind, including, but not limited to, any liability or claims resulting from property damage or bodily injury (including accidental death), or contamination events, which arise out of Grantee's acts or omissions pursuant to or related to the rights, authority, and obligations granted herein and/or the Secondary Water System. The City shall promptly tender any such claim to Grantee in writing and shall provide Grantee with all information and cooperation reasonably necessary to defend the claim. Grantee shall have the right to select defense counsel, subject to the City's reasonable approval, and shall control the defense and settlement of the claim, provided that Grantee shall not settle any claim that imposes liability or obligations on the City without the City's written consent. Notwithstanding the foregoing, Grantee shall have no obligation to indemnify, defend, or hold the City harmless for any claims, demand, loss, or liability to the extent arising from the negligence, willful misconduct, breach of law, or breach of this Agreement by the City, or its officers, employees, or agents. Grantee shall not be responsible for any consequential, special, exemplary, or punitive damages assessed against the City. This Section 6, shall survive the termination of this Agreement.

7. **Transfer of Franchise.** Grantee may assign, transfer, or convey its rights and obligations under this Agreement, in whole or in part, to any party, including, without limitation, any successor to the "Operator" party under that certain Operation and Easement Agreement between Target Corporation and Grantee encumbering the Project, with the City's prior consent which shall not be unreasonably withheld, conditioned, or delayed. The City shall approve or deny a proposed assignment in writing within thirty (30) days after receipt of Grantee's notice, and failure to timely respond shall be deemed approval. For purposes of this Agreement, a merger, consolidation, internal reorganization, change of control, or transfer of membership interests, partnership interests, or stock of Grantee shall not constitute an assignment.

8. **Default; Termination; Remedies.**

(a) A Party shall be in default if it fails to perform any material obligation under this Agreement and such failure continues for sixty (60) days following written notice (or such longer period as may be reasonably required so long as the defaulting Party promptly commences cure of the default during said sixty (60)-day period and diligently pursues the same to completion). In the event a default hereunder is not corrected during the applicable cure period, the non-defaulting Party shall have a breach of contract claim and remedy against the defaulting Party, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend this Agreement.

(b) The City may terminate or revoke this Agreement and all rights and privileges herein provided upon default by Grantee beyond the cure period referenced in Subsection 8(a) above.

(c) Grantee may terminate or revoke this Agreement upon default by the City beyond the cure period referenced in Subsection 8(a) above or cessation of the Project's development. Notwithstanding any other provision of this Agreement to the contrary, Grantee may also terminate this Agreement without cause ninety (90) days after delivering notice to the City and the parties utilizing the secondary water services provided by the Secondary Water System, provided that Grantee shall continue service during the notice period and cooperate in good faith with the City to transition service or facilities to a successor provider.

(d) Upon any termination of this Agreement, the Parties shall have no further rights, authority, or obligations hereunder, except any such rights, authority, or obligations that expressly survive the termination unless otherwise indicated in this Agreement; provided, however, that any such termination shall be subject to judicial review as provided by law.

(e) If Grantee, its successors or assigns, fails to perform any obligation under this Agreement after being given advance notice and opportunity to cure the same in the amount of time specified in the applicable Section of this Agreement, and in any event no less than a reasonable amount of time, then the City shall the right, but not the obligation, by its own qualified employees or by a qualified contractor, to perform the obligation upon fifteen (15) days prior written notice to Grantee. The City shall, in that event, be reimbursed its direct, documented, out-of-pocket costs by Grantee within thirty (30) days after receipt of a detailed invoice and reasonable substantiating documentation for the work performed. This Subsection 8(e) shall survive the termination or expiration of this Agreement.

**9. Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and Grantee. This Agreement shall not be deemed to create any right in any person who is not a Party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of the Parties hereto).

**10. Uncontrollable Events.** Grantee shall not be held in default under, or in non-compliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to non-compliance or default, where such non-compliance or alleged defaults occurred or were caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control, including any delays caused by the City.

**11. Actions of Parties.** In any action by the City or Grantee that is mandated under the terms hereof, such Party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, unless a different standard is expressly set forth herein (such as sole discretion).

**12. Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between Grantee and the City on the subject of the Secondary Water System's location in the Public ROW. Amendments to this Agreement for any purpose, including, but not limited to, any changes in state or federal law, shall be mutually agreed to in writing by the Parties.

**13. Notice.** Any notice, request, demand, or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been received (a) on the date of

delivery if personally delivered, (b) on the date of transmittal if sent by electronic mail, (c) one (1) business day after timely depositing such notice with a reputable overnight courier (such as Federal Express), or (d) within two (2) days after such notice is deposited in the United States mail, postage prepaid and certified. The address of each Party is set forth below and may be changed, from time to time, by written notice to the other Party in accordance with the provisions of this Section 13.

To Grantee: Woodsonia Farr West, LLC  
c/o Woodsonia Real Estate, Inc.  
20010 Manderson Street, Suite 101  
Elkhorn, Nebraska 68022  
Attn: Drew Snyder / Natalie Wordekemper  
Email: [drew@woodsonia.net](mailto:drew@woodsonia.net) / [natalie@woodsonia.net](mailto:natalie@woodsonia.net)

To City: Pleasant View City  
520 West Elberta Drive  
Pleasant View, Utah 84414  
Attn: City Administrator  
Email: [asteiniger@pleasantviewut.gov](mailto:asteiniger@pleasantviewut.gov)

The City and Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection.

**14. Headings.** The captions to sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

**15. Severability.** If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this Agreement.

**16. Applicable Law.** The terms and conditions contained herein shall be interpreted according to the laws of the State of Utah, except where expressly preempted by federal law.

**[Remainder of page left blank intentionally. Signatures on following pages.]**

Considered and approved this \_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY:**

CITY OF PLEASANT VIEW, UTAH,  
a municipal corporation and political subdivision of the State of  
Utah

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Steve Gibson Mayor

**ATTEST:**

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City Recorder

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2026, subject to applicable federal, state and local law.

**GRANTEE:**

WOODSONIA FARR WEST, LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Drew Snyder, Manager

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF DOUGLAS     )

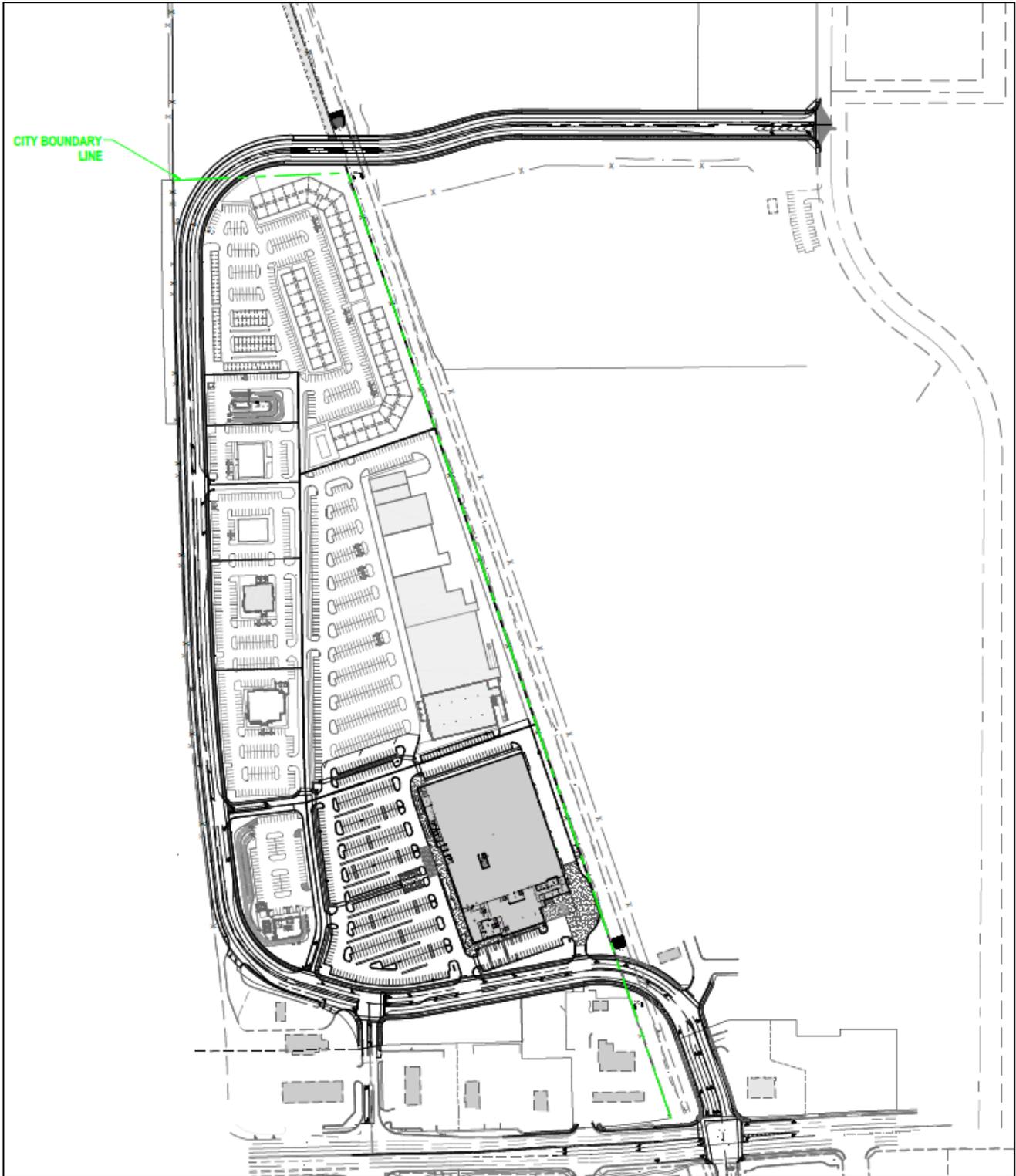
On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, a Notary Public within and for said County, personally appeared Drew Snyder, to me personally known, being first by me duly sworn, did say that he is the Manager of Woodsonia Farr West, LLC, a Utah limited liability company, and that said instrument was signed on behalf of said company, and acknowledged said instrument to be the free act and deed of said company.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT A**

**Depiction of Project Area and Public ROW**



[Exhibit A to Franchise Agreement]

# EXHIBIT B

## Plans and Specifications for Secondary Water System

\* The following drawings prepared by Ensign with a print date of 1/26/2026.

# FARR WEST LANDING

2825 NORTH 1850 WEST FARR WEST, UTAH

DATE PRINTED  
January 26, 2026

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U-301	UDOT TRUCK ACCESS PLAN
U-400	UDOT GRADING & DRAINAGE
U-500	DETAILS
U-501	DETAILS

**KEY MAP**

**GRADING PLAN KEY MAP**

**PLAN AND PROFILE KEY MAP**

**NOTICE TO CONTRACTOR**

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS. CONTRACTORS SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES SHOWN ON THESE PLANS. CONTRACTORS SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES SHOWN ON THESE PLANS. CONTRACTORS SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES SHOWN ON THESE PLANS. CONTRACTORS SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES SHOWN ON THESE PLANS.

**NOTICE TO DEVELOPER/CONTRACTOR**

UNAPPROVED DRAWINGS REPRESENT WORK IN PROGRESS, ARE SUBJECT TO CHANGE, AND DO NOT CONSTITUTE A FINISHED ENGINEERING PRODUCT. ANY WORK, UNLESS SPECIFICALLY IDENTIFIED BY CONTRACTOR BEFORE PLANS ARE APPROVED IS UNDERSTANDING OF THE SOLE RISK OF THE DEVELOPER, EXCEPTED BY CITY LIMITED TO SOIL, SETBACK, FENCING, SIGNAGE, SITE LIGHTING, GRADING, INFRASTRUCTURE CONSTRUCTION, ETC.

**UTILITY DISCLAIMER**

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND DEPT. ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE UTILITY COMPANY AND SHOULD BE VERIFIED BY THE CONTRACTOR IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATOR SERVICE AT LEAST 48 HOURS BEFORE ANY OPERATIONS TO LOCATE EXISTING UTILITIES OR UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

**VICINITY MAP**

**GENERAL NOTES**

1. ALL WORK SHALL CONFORM TO PLANS BY CITY AND FARR WEST CITY STANDARDS & SPECIFICATIONS.
2. CALL BLUE STAKES AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
3. BEGINNER ELEVATION = SOUTHWEST CORNER SECTION 24, TOWNSHIP 1 NORTH, RANGE 3 WEST, SALT LAKE BASIN & MERIDIAN, 85N-47W1

**COVER**

PROJECT NO: 12171A    DATE: 01/26/26  
 SHEET NO: 001    OF: 001  
 SCALE: AS SHOWN

C-000

SANDY  
4550 S 10300 S, Suite 500  
Sandy, UT 84070  
Phone: 801.255.0229

CEDAR CITY  
Phone: 435.865.1453

RICHFIELD  
Phone: 435.866.2863

WWW.ENSIGNINC.COM

LAXTON  
Phone: 801.547.1100

TOOELE  
Phone: 435.843.3590

KAROMA NE 8022  
COURTNEY  
DREW DODD  
PHONE: 408.681.101

FARR WEST LANDING

2825 NORTH 1850 WEST  
FARR WEST, UTAH