



Minor Subdivision Preliminary Plat Application

Fee \$750.00 + \$50.00 per lot

Property information and location
(All lines applicable to this site must be filled in)

Section 32 Township 2 South Range 4 West

Parcel # 18-090-0-0201

Property owner: Christopher H Zeller and Kimra L Zeller

Owners address: 618 W Erda Way

**You MUST include a parcel map obtained from the Tooele County Recorder's Office
with this application!**

Applicant(s) Information

Name(s): Hunter Hawkes

Address per tax rolls: _____

City/County: _____ State: _____ Zip: _____

Office/home phone: [REDACTED] Fax: _____

Mobile phone: _____ Message phone: _____

Email address: [REDACTED]

A copy of the deed, offer or tax notice MUST be included to demonstrate ownership
(For Office Use Only)

SUB #: _____ Fee \$ 750.00 + \$50.00 per lot Total _____

Receipt #: _____ Date Submitted: _____

Agent for the Applicant(s) Information

Name(s): _____

Address per tax rolls: _____

City/County: _____ State: _____ Zip: _____

Office/home phone: _____ Fax: _____

Mobile phone: _____ Message phone: _____

Email address: _____

Surveyor Information

Name(s): Ensign Engineering and Land Surveying

Address per tax rolls: 169 N Main Street, Unit 1

City/County: Tooele State: UT Zip: 84074

Office/home phone: 435-843-3590 Fax: _____

Mobile phone: _____ Message phone: _____

Email address: thussey@ensignutah.com, dkinsman@ensignutah.com

Name of Proposed Subdivision: Zeller Subdivision Amended 2

NOTE: This name must be exactly the name that is approved by the county recorder. You must attach the approval letter from the county recorder with this application.

A standard subdivision shall be processed in two stages:

- (1) the design stage, which will go to planning commission public hearing and public meetings; and
- (2) the final plat, which will be placed on the planning commission public meeting agenda.

Record of survey map number (s): 2014-0033

NOTE: Record of survey map must depict all boundaries of the proposed project and must address specific items as outlined in the attached record of survey map requirements.

A standard subdivision is a division of land into no more than 14 lots. It may be phased for development. Infrastructure and public facilities shall be dedicated. Each development shall be actively pursued to completion. Any application that exceeds the time limits stated in this Subdivision Ordinance will be deemed null and void and all vested rights are waived by the subdivider for that development. Any extension must be requested prior to the expiration of the original approval. Should an application become void, the applicant must reapply at the concept stage.

A complete application for design stage approval of a standard subdivision shall be submitted to the department of engineering.

Within 21 days after the applicant or authorized representative submits a complete application, a pre-design conference shall be set up with the applicant, the department of engineering staff, all servicing utility companies, affected entities, county health department, county recorder, and any other private or public body that has jurisdiction or an interest in providing public or utility services to the subdivision.

After the pre-design conference, the applicant shall submit to the department of engineering the corrected preliminary plat with all required signatures. When it is determined that all of the corrections to the preliminary plat are made and these items are determined to be complete and correct, the submittal will be placed on the planning commission public hearing agenda for review. After the planning commission has reviewed the material and being satisfied with the submittal, it shall place the submittal on a public meeting agenda where it shall make a decision.

I, the above-name Applicant, do hereby understand the foregoing stipulations.

SIGNATURE

DATE

The design stage application shall include:

- 1) the application form;
- 2) eight 24" X 36" prints of the concept plan, for distribution to each of the following:
- 3) eight 82" X 11" copies of the preliminary plat for distribution to each planning commission member; and
- 4) an additional 82" X 11" copy of the preliminary plat in each of the following circumstances:
 - a. when a proposed subdivision lies wholly or partially within one mile of the corporate limits of a municipality;
 - b. when the subdivision is located wholly or partially within the boundary of an improvement or special district;
 - c. when applicable for review by any State or Federal agency;

- d. for each servicing utility;
 - e. for the Utah State Department of Transportation if the property being subdivided abuts a state highway or road; and
 - f. when the subdivision is located wholly or partially within the boundary of a township
- 5) proof of ownership demonstrated by two copies of a title report and vesting documents of conveyance completed within the previous six months;
 - 6) utility approval forms;
 - 7) evidence of water rights for all lots;
 - 8) names and addresses of the owners of all properties that border the proposed subdivision;
 - 9) approval of the subdivision name, limited to 40 characters including spaces, from the county recorders office;
 - 10) a plat map from the county recorder=s office showing the property and all adjoining properties around it;
 - 11) a list of off-site improvements and an estimate of the cost to complete such improvements;
 - 12) if the applicant is not the owner of record, a notarized statement that the applicant has been authorized by the owner to make application;
 - 13) the type of water system proposed, historic water use, the estimated number of gallons per day of water system requirements, and a description of water storage requirements for daily fluctuations, irrigations, and fire suppression;
 - 14) geologic technical maps and investigation reports regarding are suitability when land configurations dictate lot configuration and buildable space;
 - 15) a letter showing an accepted Tooele County Health Department subdivision feasibility study where the project is deemed feasible;
 - 16) a letter from the local fire district, or the Tooele County Sheriff if not located within a fire district, showing fire protection can and will be provided to the subdivision;
 - 17) any unpaid fees owed to Tooele County for development of land, code enforcement, or building permits; and
 - 18) the preliminary plat and construction drawings submitted on a computer disk in a format compatible with AutoCAD version 11 or later, with the boundary and ownership lines depicted on the plat, including the following layers and names, having an abbreviation of the subdivision name included in the blank space:

- Exterior Boundary Lines Sub – Bndy
- Right-of-way Lines Sub – Row
- Lot Lines Sub – LL
- Centerline Road Sub – CL
- Easement Lines Sub – Ease
- Section Lines Sub – Section
- Ties to Section Corners Sub – Section –Tie
- Street Monuments Sub – St-Mon
- Lot Numbers Sub – Lots
- Street Names Sub – Street

NOTE: The design stage approval shall be valid for a period of not more than one year. The applicant or authorized representative may obtain no more than two six-month extensions by

petitioning the planning commission. The planning commission may not grant any extension without substantial progress having been demonstrated by the applicant or authorized representative.

The Tooele County Surveyor requires lot closure reports for all lots and roads.

RECORD OF SURVEY MAP REQUIREMENTS

Record of Survey Map (Boundary Survey) Prerequisite for all Plat Submittals

17-27a-103 (32) "Record of survey map" means a map of a survey of land prepared in accordance with Section 17-23-17 of the Utah Code. To obtain a copy of Section 17-23-17 go to: http://www.le.state.ut.us/~code/TITLE17/htm/17_10012.htm

To obtain a copy of the Utah Council of Land Surveyors (UCLS) Model Standards of Practice for

Boundary Surveys go to: <http://www.ucls.org/mc/page.do?sitePageId=25531> then click on the link entitled UCLS Model Standards of Practice for Boundary Surveys.

The record of survey (ROS) map shall be completed and filed with the Tooele County Surveyor's

Office prior to submitting an application for a preliminary subdivision, planned unit development (PUD) or condominium plat. The filing number of the ROS shall be referenced on the application prior to acceptance by the governing agency. Any application without the filing number reference shall be deemed incomplete.

The ROS map is a document prepared by a Professional Land Surveyor (PLS) licensed by the State of Utah which determines the boundaries of the proposed project and is an expression of his/her professional opinion of the location of the division lines between the subject property or properties and the adjoining properties. The ROS map depicts an existing condition as opposed to a subdivision, PUD or condominium plat that creates new boundaries for future ownerships and as such the ROS map should not show proposed lot lines or future subdivision boundaries.

The ROS map shall be used as a tool by those reviewing the preliminary subdivision, condominium, or PUD plat. Specific items to be addressed on the ROS map in conjunction with the plat submitted for review are as follows:

- a. The legal descriptions of record for the subject property or properties reproduced and shown on the ROS map along with a reference to a document or documents of record located in the Tooele County Recorder's Office which indicates the current record title for the subject property or properties and adjoining properties. If multiple parcels are being combined, an aggregate or composite description should be included on the survey.
- b. Measured and record bearings and distances indicated along the boundaries of the subject property or properties.
- c. Graphical representation and written narrative that explains and identifies the found monuments, deed/plat elements (written evidence), physical evidence, or other evidence

used to determine the width and location of right-of-way lines for adjacent or connecting streets.

d. Locate and depict the lines of occupation between the subject property or properties and each of the abutting properties.

e. Graphical representation and written narrative that explains and identifies the found monuments, deed/plat elements (written evidence), physical evidence, or other evidence used to control the record boundary location around the perimeter of the subject property or properties.

f. The distance and course between two existing Tooele County control monuments with a specific description of each control monument used as the basis of bearings.

g. Physical monuments explained and identified as set or recovered at all boundary corners and perimeter angle points of the subject property or properties.

Infrastructure Design and Engineering Requirements

Infrastructure design and engineering drawings and documents shall be submitted in the design stage and shall include:

- 1) plan, profile, and typical cross-section drawings of the roads, bridges, culverts, water, sewers, and drainage structures;
- 2) a grading and drainage plan indicated by solid-line contours superimposed on dashed-line contours of existing topography;
- 3) the general location of trees over six inches in diameter measured at four and one-half feet above the ground, and in the case of heavily-wooded areas, an indication of the outline of the wooded area and location of trees which are to remain;
- 4) proposed and existing water and sewage system layouts;
- 5) location of fire hydrants;
- 6) proposed road layouts in dashed lines for any portion of the property to be developed in a later phase;
- 7) water courses and proposed storm water drainage systems including culverts, water areas, streams, areas subject to occasional flooding, marshy areas or swamps;
- 8) areas within the 100-year flood plain;
- 9) soil types and soil interpretations taken from the National Cooperative Soils Survey;
- 10) a signing and striping plan showing the location of all street signs, striping, and traffic control devices required by the County in accordance with the Manual of Uniform Traffic Control Devices;
- 11) a signature block for the county engineer on each design and construction drawing;
- 12) when the subdivision is located within the jurisdiction of a service or improvement district or area, a signature block for such service or improvement district or area;
- 13) geologic maps and investigation reports regarding area suitability; and
- 14) a design report stamped by a engineer licensed in the State of Utah as may be required by the planning commission or the department of engineering.
- 15) All drawings shall be drawn to a scale not less than one-inch equals 100 feet, and shall indicate the basis of bearings, true north, the name of the subdivision, township, range, section, and quarter section, and lot numbers of the property.
- 16) Poorly-drawn or illegible design and engineering drawings shall be cause for denial.

17) To change any aspect of the design of the off-site improvements, a new set of infrastructure design and engineer drawings shall be submitted for approval. A signed set of drawings shall be on-site at all times during construction. All construction must conform to the approved plans.

AFFIDAVIT

AGENT AUTHORIZATION

I (we), _____
the owner(s) of the real property located as follows:

_____ and further described in the attached application, do authorize as my (our) agent(s)
_____ to represent me (us) regarding the
attached application and to appear on my (our) behalf before any administrative or legislative
body in the County considering this application and to act in all respects as our agent in matters
pertaining to the attached application.

(Property Owner) (Property Owner)

(Property Owner) (Property Owner)

Dated this _____ day of _____, 20 _____, personally appeared before
me

the signer(s) of the above agent authorization who duly acknowledged to me that they executed
the same.

(Notary)

Residing in: _____ Tooele County, Utah

My commission expires: _____

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)

)'

COUNTY OF TOOELE)

I (we), _____
being duly sworn, depose and say that I (we) am (are) the owner(s) of the property located as follows:

_____, and further identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I also acknowledge that I have received written instruction regarding the process for which I am applying and the Tooele County Department of Engineering staff have indicated they are available to assist me in making this application.

(Property Owner)

(Property Owner)

(Property Owner)

(Property Owner)

Dated this _____ day of _____, 20 _____, personally appeared before me:

the signer(s) of the above who duly acknowledged to me that they executed the same.

(Notary)

Residing in: Tooele County, Utah

My commission expires: _____

TOOELE COUNTY

Submitting Subdivision Reviews

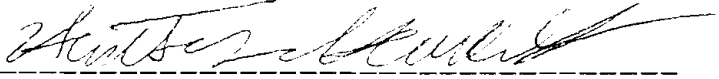
The following items need to be submitted and subdivision review fees paid in full before the surveyors will review. **Subdivision review fees & monument fees need to be separate checks.**

1. Subdivision preliminary plat.
2. Final plat: If a PUD or condo, CC&Rs must be submitted for review.
3. Title report (Only required at the first initial submittal, and within 6 months).
4. Closure report with every review.
5. Record of survey.
6. Subdivision review fees & monument fees **paid in full.**
7. Subdivision name approval form filled out.
8. Monuments fees are calculated as follows:
 - a. Section monuments \$400 each. \$250 refunded when verified by County Surveyor.
 - b. Street Monuments \$200 per Monument. Monument application must be completed.

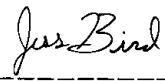
*You must have a complete package when submitting, INCOMPLETE packages will not be accepted.

* Tooele Co. Surveying Dept. has the right to charge additional fees if the review process goes over 5 reviews.

*If exterior boundaries change, lots are added or removed, or lot dimensions altered after the first submittal, new fees will be assessed and required before continuing.

Date: 7/14/22 Submitter Signature: 

Subdivision: Zeller Subdivision Amended 2

County / Municipality Acknowledgement of project: 

*Community Development is acknowledging the project is being submitted to the Recorder/Surveyor Office for review.

Notes: _____

Mandi Morrill



47 South Main St.

Tooele, Ut 84074



Kayla Ahlstrom





**JERRY M. HOUGHTON
TOOELE COUNTY RECORDER**

47 SOUTH MAIN STREET, Room 213
TOOELE, UTAH 84074
OFFICE (435) 843-3180
FAX (435) 843-3273

May 5, 2021

SUBJECT: Approval of Subdivision Name:

ADDRESSED TO

Tooele County/Tooele City/Grantsville City /Rush

Valley

Name/Developer/Point of Contact: Hunter Hawkes

Phone/E-mail: [REDACTED]

The Tooele County Recorder has approved the proposed subdivision name of:
(Please include P.U.D, Condominium, Townhomes, or Subdivision in name)

- Zeller Subdivision Amended 2

The approved name is acceptable, with no other derivative thereof.

JERRY M. HOUGHTON
Tooele County Recorder

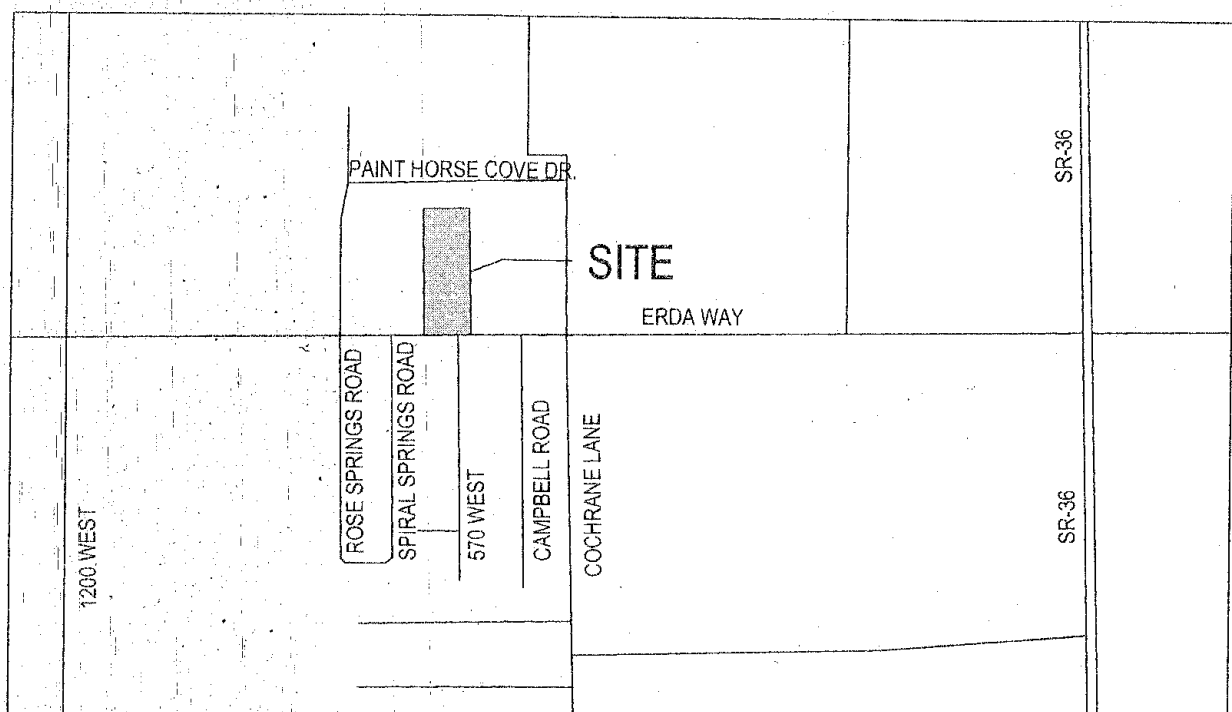
By Deputy:

Rylisha Ulim

Date:

7/14/2022

***This name approval will be voided if an active application has not been submitted to our office within 6 months from the date the name was approved.**



VICINITY MAP
NOT TO SCALE

SURVEYORS NARRATIVE

I, Dusty L. Bishop, do hereby state that I am a Professional Land Surveyor, and that I hold license no. 4938720, as prescribed by the laws of the state of Utah, and represent that I have made a survey of the following described property. The purpose of this survey is to retrace the boundary, monument the corners, and provide boundary information to our client.

The surveyed boundary is based on the existing Zeller Subdivision recorded as Entry #073916 dated May 10, 1995 in the Tooele County Recorder's Office, as I surveyed this boundary I found existing rebar and caps from the original surveyor Nolan Hathcock at the Southeast, Northeast and west boundary of the subdivision as shown here-on.

The basis of bearing for this survey is the line between the found monuments at the South Quarter Corner and the Southeast Corner of Section 32, Township 2 South, Range 4 West, Salt Lake Base and Meridian, which bears South 89°40'19" West 2642.28 feet (record), and 2642.31 feet (measured).

BOUNDARY DESCRIPTION

A parcel of land, situate in the Northeast Quarter of Section 32, Township 2 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the north line of Erda Way, said point being South 89°38'44" West 1125.28 feet along the Section line, and North 1°06'00" West 18.83 feet from the East Quarter Corner of Section 32, Township 2 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence South 89°38'43" West 304.68 feet along the north line of said Erda Way to the east line of Lot 1, Zeller Subdivision recorded as Entry #073916 dated May 10, 1995 in the Tooele County Recorder's Office;

thence North 1°05'43" West 350.03 feet along said lot line to the northeast corner thereof;

thence South 89°38'40" West 125.01 feet along the north line of said lot, to the west boundary of said subdivision and an existing fence line;

thence North 1°05'43" West 933.16 feet along the west line of said subdivision and said existing fence line, to the south line of Paint Horse Ranch Subdivision recorded as Entry #316157 in the Tooele County Recorder's Office;

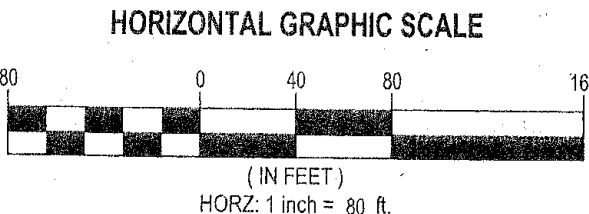
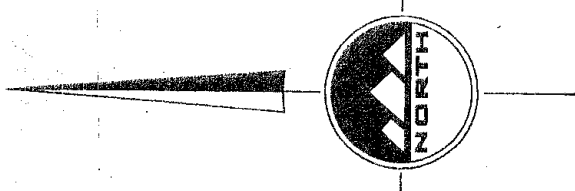
thence North 89°16'05" East 429.56 feet along the south line of said subdivision, to an existing fence line to the Point of Beginning.

Parcel contains: 508,117 square feet or 11.66 acres.

October 20, 2014
Date
Dusty L. Bishop
License no. 4938720

LEGEND

- EXISTING STREET MONUMENT
- SECTION CORNER
- 5/8"x24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- PU&DE = PUBLIC UTILITY & DRAINAGE EASEMENT
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- LOT LINE
- ADJACENT RIGHT OF WAY
- RIGHT OF WAY



TOOELE
169 North Main Street Unit 1
Tooele, Utah 84074
Phone: 435.843.3590
Fax: 435.578.0108

SALT LAKE CITY
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.590.0187

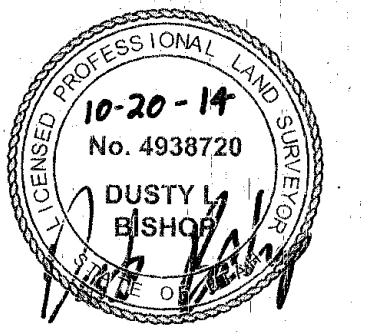
WWW.ENSIGNENG.COM

FOR:
CHRIS ZELLER
618 WEST ERDA WAY
ERDA CITY UTAH, 84074

CONTACT:
CHRIS ZELLER
PHONE: 435-850-8811
FAX:

ZELLER SUBDIVISION AMENDED

ERDA WAY
ERDA CITY, UTAH



BOUNDARY SURVEY

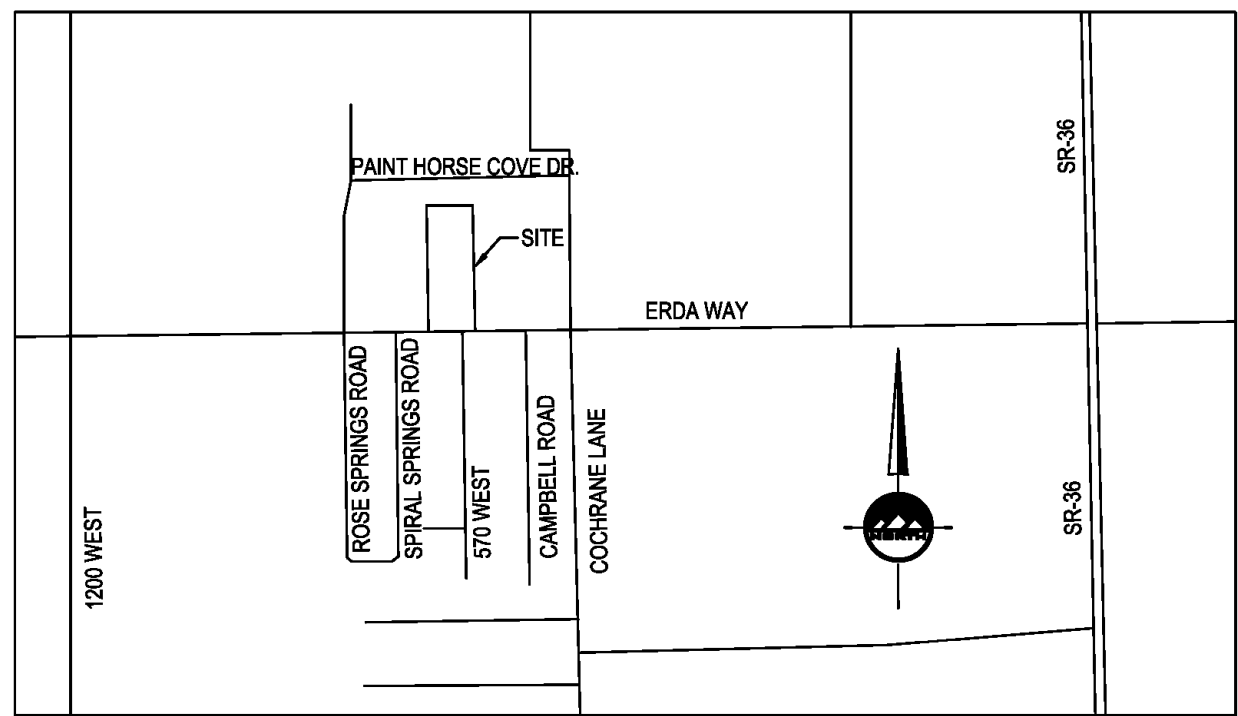
PROJECT NUMBER: 11620
PRINT DATE: 10/17/14
DRAWN BY: C. LITTLEFIELD
CHECKED BY: D. KINSMAN
PROJECT MANAGER: D. KINSMAN

1 OF 1

2014-0033-01

FINAL PLAT
ZELLER SUBDIVISION AMENDED 2
(AMENDING LOT 201 OF ZELLER SUBDIVISION)

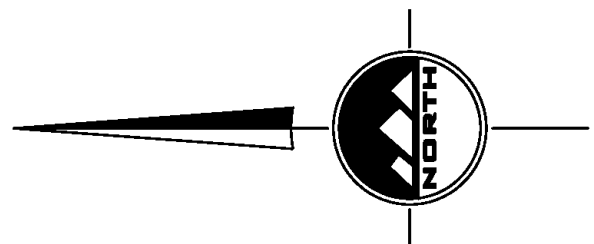
LOCATED IN THE NORTHEAST QUARTER OF SECTION 32,
TOWNSHIP 2 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN,
CITY OF ERDA, TOOELE COUNTY, UTAH



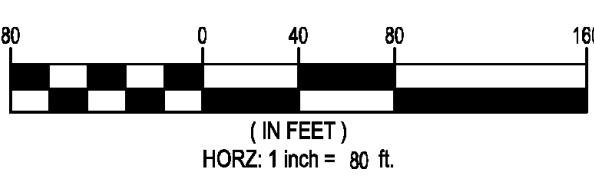
VICINITY MAP
NOT TO SCALE

LEGEND

- EXISTING STREET MONUMENT
- SECTION CORNER
- 5/8"x24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV."
- PUDE = PUBLIC UTILITY & DRAINAGE EASEMENT
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- LOT LINE
- ADJACENT RIGHT OF WAY
- RIGHT OF WAY
- ACCESS EASEMENT AND PUDE



HORIZONTAL GRAPHIC SCALE



EAST QUARTER CORNER OF
SECTION 32, T2S, R4W,
SLB&M (FOUND BRASS
TOOELE COUNTY
SURVEYOR MONUMENT,
WITH RING AND LID, DATED
1983)

SOUTHEAST CORNER OF
SECTION 32, T2S, R4W,
SLB&M (FOUND BRASS
TOOELE COUNTY
SURVEYOR MONUMENT,
DATED 1980)

WEST QUARTER CORNER
OF SECTION 32, T2S, R4W,
SLB&M (FOUND BRASS
TOOELE COUNTY
SURVEYOR MONUMENT
WITH RING AND LID, DATED
1983)

SOUTH QUARTER CORNER OF
SECTION 32, T2S, R4W, SLB&M
(FOUND BRASS TOOELE COUNTY
SURVEYOR MONUMENT, DATED
1980)

SHEET 1 OF 1

PROJECT NUMBER : T1620A
MANAGER : D. KINSMAN
DRAWN BY : C. CARPENTER
CHECKED BY : D. KINSMAN
DATE : 8/26/22

DEVELOPER
HUNTER HAWKES
618 WEST ERDA WAY
ERDA UTAH, 84074



TOOELE
169 North Main Street Unit 1
Tooele, Utah 84074
Phone: [REDACTED]
Fax: [REDACTED]
WWW.ENSGNUTAH.COM

SALT LAKE CITY
Phone: [REDACTED]
LAYTON
Phone: [REDACTED]
CEDAR CITY
Phone: [REDACTED]
RICHFIELD
Phone: [REDACTED]

SURVEYOR'S CERTIFICATE

I, DOUGLAS J. KINSMAN, do hereby certify that I am a Professional Land Surveyor, and that I hold
certificate No. 334575 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, have verified all measurements and have subdivided said tract of land into
units, parcels, and a private street, together with easements, hereafter to be known as ZELLER SUBDIVISION AMENDED 2
, and that the same has been correctly surveyed and monumented on the ground as shown on this plat. I further certify that all lots
meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

The basis of bearing for this survey is the line between the found monuments at the South Quarter Corner and the Southeast
Corner of Section 32, Township 2 South, Range 4 West, Salt Lake Base and Meridian, which bears South 89°40'19" West 2642.28
feet (record), and 2642.31 feet (measured).

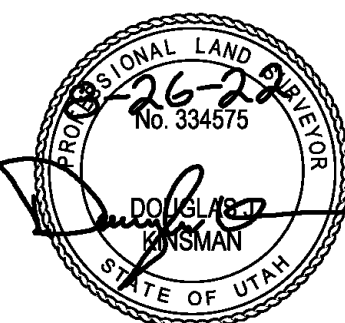
A parcel of land, situate in the Northeast Quarter of Section 32, Township 2 South, Range 4 West, Salt Lake Base and
Meridian, more particularly described as follows:

All of Lot 201 of Zeller Subdivision Amended recorded as Entry #406646 dated December 3, 2014 in the Tooele County
Recorder's Office;

Parcel contains: 375,285 square feet or 8.62 acres, 4 lots.

August 26, 2022

Date
Douglas J. Kinsman
License no. 334575



OWNER'S DEDICATION

Known all men by these present that the undersigned are the owner(s) of the heron described tract of land and hereby cause the
same to divided into lots and streets together with easements as set forth hereafter to be known as:

ZELLER SUBDIVISION AMENDED 2
(AMENDING LOT 201 OF ZELLER SUBDIVISION)

The undersigned owner(s) hereby convey to any and all public utility companies providing service to the heron described tract a
perpetual, non-exclusive easement over the streets and public utility easements shown on this plat, the same to be used for drainage
and the installation, maintenance and operation of public utility service lines and facilities.

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

By: CHRISTOPHER H. ZELLER By: KIMRA L. ZELLER

By: _____ By: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH J.S.S.
County of Tooele
On the _____ day of _____ A.D., 20_____, _____ personally
appeared before me, the undersigned Notary public, in and for said County of _____ in said State of Utah, who
after being duly sworn, acknowledged to me that: He/She/They signed the Owner's Dedication, _____ in number, freely and voluntarily for
the purposes therein mentioned.

MY COMMISSION EXPIRES: _____
RESIDING IN _____ COUNTY.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH J.S.S.
County of Tooele
On the _____ day of _____ A.D., 20_____, _____ personally
appeared before me, the undersigned Notary public, in and for said County of _____ in said State of Utah, who
after being duly sworn, acknowledged to me that: He/She/They signed the Owner's Dedication, _____ in number, freely and voluntarily for
the purposes therein mentioned.

MY COMMISSION EXPIRES: _____
RESIDING IN _____ COUNTY.

ZELLER SUBDIVISION AMENDED 2
(AMENDING LOT 201 OF ZELLER SUBDIVISION)

LOCATED IN THE NORTHEAST QUARTER OF SECTION 32,
TOWNSHIP 2 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN,
CITY OF ERDA, TOOELE COUNTY, UTAH

TOOELE COUNTY RECORDER

RECORDED # _____
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE
REQUEST OF: _____
DATE: _____ TIME: _____
FEES _____ TOOELE COUNTY RECORDER

LOT 105

LOT 106

LOT 107

LOT 108

LOT 109

LOT 110

LOT 61

LOT 62

LOT 103

Closure Report for Lexington at Overlake 5 Lot minor Subdivision Amended

Client:

Hunter Hawkes
618 West Erda Way
Erda, Utah 84074
Date: 2022-07-14

Prepared by:

Ensign Engineering
169 North Main Street, Unit 1
Tooele, UT 84074

Parcel Name: Site 1 - 301

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 8,037.42'

East: 6,314.31'

Segment# 1: Line

Course: S 1°06'00" E

Length: 354.75'

North: 7,682.73'

East: 6,321.12'

Segment# 2: Line

Course: S 89°51'34" W

Length: 125.00'

North: 7,682.43'

East: 6,196.12'

Segment# 3: Line

Course: N 1°05'43" W

Length: 342.40'

North: 8,024.77'

East: 6,189.58'

Segment# 4: Line

Course: N 84°12'21" E

Length: 125.37'

North: 8,037.42'

East: 6,314.31'

Perimeter: 947.52'

Area: 43,560 Sq.Ft.

Error Closure: 0.01

Course: N 59°02'33" W

SALT LAKE CITY

45 West 10000 South, Ste 500
Sandy, UT 84070
P [REDACTED]

LAYTON

1485 W Hillfield Rd, Ste 204
Layton, UT 84041
P [REDACTED]

CEDAR CITY

1870 North Main Street, Ste 104
Cedar City, UT 84721
P [REDACTED]

TOOELE

169 N. Main Street, Unit 1
Tooele, UT 84074
P [REDACTED]

RICHFIELD

5 West Constitution Way, Ste 1140
Richfield, UT 84701
P [REDACTED]

Error North : 0.003

East: -0.005

Precision 1: 94,752.00

Parcel Name: Site 1 - 302

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 8,204.37'

East: 6,311.11'

Segment# 1: Line

Course: S 1°06'00" E

Length: 166.98'

North: 8,037.42'

East: 6,314.31'

Segment# 2: Line

Course: S 84°12'21" W

Length: 125.37'

North: 8,024.76'

East: 6,189.58'

Segment# 3: Line

Course: S 89°38'40" W

Length: 125.01'

North: 8,023.98'

East: 6,064.58'

Segment# 4: Line

Course: N 1°05'43" W

Length: 175.63'

North: 8,199.58'

East: 6,061.22'

Segment# 5: Line

Course: N 88°54'17" E

Length: 249.94'

North: 8,204.36'

East: 6,311.11'

Perimeter: 842.94'

Area: 43,560 Sq. Ft.

Error Closure: 0.01

Course: S 42°29'17" E

Error North : -0.006

East: 0.006

Precision 1: 84,293.00

SALT LAKE CITY45 West 10000 South, Ste 500
Sandy, UT 84070
P [REDACTED]**LAYTON**1485 W Hillfield Rd, Ste 204
Layton, UT 84041
P [REDACTED]**CEDAR CITY**1870 North Main Street, Ste 104
Cedar City, UT 84721
P [REDACTED]**TOOELE**169 N. Main Street, Unit 1
Tooele, UT 84074
P [REDACTED]**RICHFIELD**5 West Constitution Way, Ste 1140
Richfield, UT 84701
P [REDACTED]

Parcel Name: Site 1 - 303

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:8,378.62'

East:6,307.76'

Segment# 1: Line

Course: S 1°06'00" E

Length: 174.29'

North: 8,204.36'

East: 6,311.11'

Segment# 2: Line

Course: S 88°54'17" W

Length: 249.94'

North: 8,199.59'

East: 6,061.21'

Segment# 3: Line

Course: N 1°05'43" W

Length: 174.29'

North: 8,373.84'

East: 6,057.88'

Segment# 4: Line

Course: N 88°54'17" E

Length: 249.92'

North: 8,378.62'

East: 6,307.76'

Perimeter: 848.44'

Area: 43,560Sq.Ft.

Error Closure: 0.01

Course: S 88°54'39" W

Error North : 0.000

East: -0.006

Precision 1: 84,844.00

Parcel Name: Site 1 - 304

Description: LOT 304 REMAINDER PARCEL

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:8,409.91'

East:6,307.16'

Segment# 1: Line

SALT LAKE CITY
45 West 10000 South, Ste 500
Sandy, UT 84070
P [REDACTED]

LAYTON
1485 W Hillfield Rd, Ste 204
Layton, UT 84041
P [REDACTED]

CEDAR CITY
1870 North Main Street, Ste 104
Cedar City, UT 84721
P [REDACTED]

TOOELE
169 N. Main Street, Unit 1
Tooele, UT 84074
P [REDACTED]

RICHFIELD
5 West Constitution Way, Ste 1140
Richfield, UT 84701
P [REDACTED]

Course: S 1°06'00" E Length: 31.30'
 North: 8,378.62' East: 6,307.76'

Segment# 2: Line
 Course: S 88°54'17" W Length: 249.92'
 North: 8,373.84' East: 6,057.89'

Segment# 3: Line
 Course: N 1°05'43" W Length: 583.24'
 North: 8,956.98' East: 6,046.74'

Segment# 4: Line
 Course: N 89°16'05" E Length: 429.56'
 North: 8,962.46' East: 6,476.26'

Segment# 5: Line
 Course: S 1°06'00" E Length: 552.21'
 North: 8,410.35' East: 6,486.86'

Segment# 6: Line
 Course: S 89°51'34" W Length: 179.70'
 North: 8,409.91' East: 6,307.16'

Perimeter: 2,025.93' Area: 244,605Sq.Ft.
 Error Closure: 0.00 Course: N 85°50'46" E
 Error North : 0.000 East: 0.004

Precision 1: 2,025,930,000.00

SALT LAKE CITY
 45 West 10000 South, Ste 500
 Sandy, UT 84070
 P [REDACTED]

LAYTON
 1485 W Hillfield Rd, Ste 204
 Layton, UT 84041
 P [REDACTED]

CEDAR CITY
 1870 North Main Street, Ste 104
 Cedar City, UT 84721
 P [REDACTED]

TOOELE
 169 N. Main Street, Unit 1
 Tooele, UT 84074
 P [REDACTED]

RICHFIELD
 5 West Constitution Way, Ste 1140
 Richfield, UT 84701
 P [REDACTED]

WARNING!

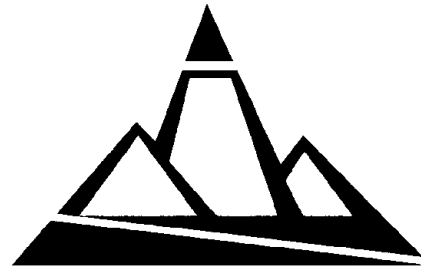
Wire fraud is on the rise.

**Always telephone our office to
verify wiring instructions before
sending a wire.**

We strongly recommend that you obtain our phone number from a reliable source,
such as our website, and **NOT** from an email requesting the wire transfer.

WE ARE NOT RESPONSIBLE FOR ANY WIRES SENT BY YOU TO AN INCORRECT BANK ACCOUNT.

PINNACLE TITLE



INSURANCE AGENCY, INC.

PINNACLE TITLE INSURANCE AGENCY CORP.

**40 West Cache Valley Blvd #6A, Logan, UT 84341 Phone [REDACTED]
5292 South College Drive #104, Salt Lake City, UT 84123 Phone [REDACTED]
1436 South Legend Hills Drive #323, Clearfield, UT 84015 Phone [REDACTED]**

WARNING!

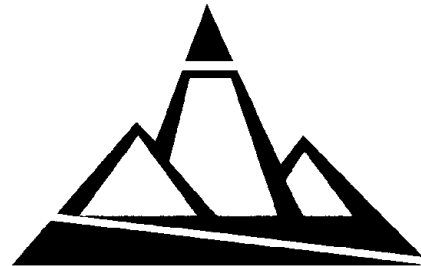
Wire fraud is on the rise.

**Always telephone our office to
verify wiring instructions before
sending a wire.**

We strongly recommend that you obtain our phone number from a reliable source,
such as our website, and **NOT** from an email requesting the wire transfer.

WE ARE NOT RESPONSIBLE FOR ANY WIRES SENT BY YOU TO AN INCORRECT BANK ACCOUNT.

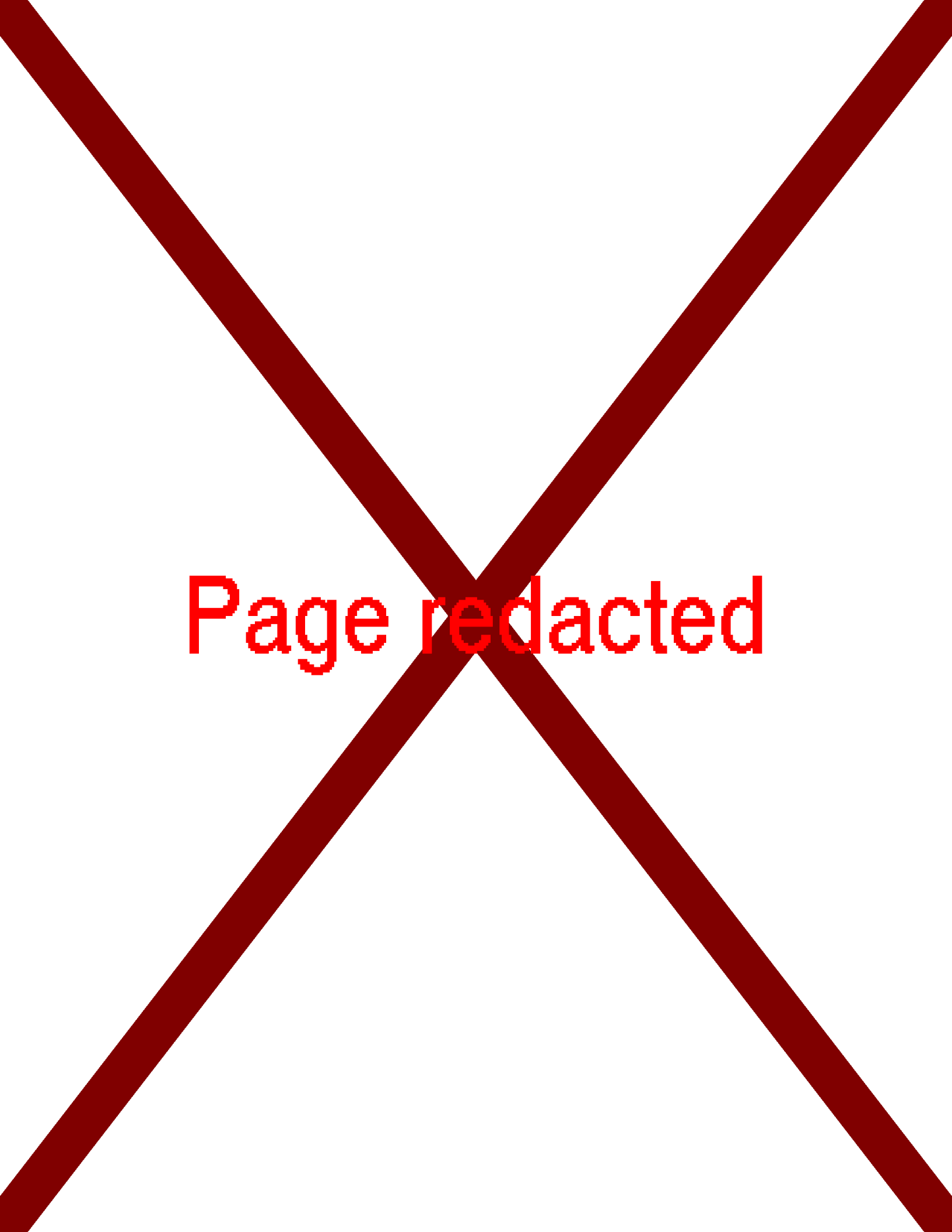
PINNACLE TITLE



INSURANCE AGENCY, INC.

PINNACLE TITLE INSURANCE AGENCY CORP.

**40 West Cache Valley Blvd #6A, Logan, UT 84341 Phone [REDACTED]
5292 South College Drive #104, Salt Lake City, UT 84123 Phone [REDACTED]
1436 South Legend Hills Drive #323, Clearfield, UT 84015 Phone [REDACTED]**



Page redacted

PINNACLE TITLE



Commitment for Title Insurance

Issued By

Escrow Officer

Pinnacle Title Insurance Agency Corp.
5292 South College Drive #104
Salt Lake City, UT 84123-2958
Phone: [REDACTED] Fax: [REDACTED]

David Stephenson
[REDACTED]
License No.: UT301662
Pinnacle Title License No.: UT7085

Listing Agent

Selling Agent

Ordered By

Mortgage Broker

Commitment No.: **145208SL**

Buyer/Borrower:

Seller: **Kimbra L. Keller and Christopher H. Zeller**

Purported Property Address: **618 West Erda Way, Erda, UT 84074**
602 West Erda Way, Erda, UT 84074

Please find attached an order for title insurance on the above referenced property. Pinnacle Title Insurance Agency Corp. will be handling all escrow services for said order and the title insurance policy will be issued by the title company issuing your commitment. If you have any questions, please feel free to contact our office. We appreciate your business and look forward to serving you.

First American Title Insurance Co., herein called the "Company", for valuable consideration, hereby 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 covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

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 hereof by the "Company", either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 90 days after the effective date hereof or when the policy or policies committed for shall issue, whichever occurs first, provided that the failure to issue such policy or policies is not the fault of the "Company". This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

In witness whereof, the "Company" has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the "Company", all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date".

Yes, it matters where you close.

Thank you for choosing Pinnacle Title. We value your business!

 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

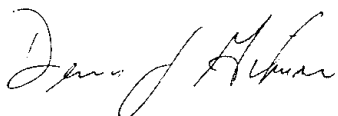
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

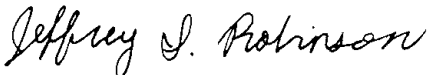
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



A black rectangular border surrounds the page. Inside the border, there are several diagonal black lines forming a star-like pattern. The text "Page redacted" is centered in the white space.

Page redacted



Page redacted

A black rectangular border surrounds the page. Inside the border, there are several diagonal black lines forming a star-like pattern. The text "Page redacted" is centered in the middle of the page.

Page redacted

A black rectangular border surrounds the page. Inside the border, there are several diagonal black lines forming a star-like pattern. The text "Page redacted" is centered in the middle of the page.

Page redacted

The image shows a white rectangular area centered on a black background. The white area is framed by a thick black border. Inside the white area, there are several black diagonal lines forming a star-like pattern. The text "Page redacted" is written in a black, serif font, centered within the white area.

Page redacted

Order Number: 145208SL

EXHIBIT "A"

The Land referred to herein below is situated in the County of Tooele, State of Utah, and is described as follows:

PARCEL 1: (11-014-0-0001)

LOT 1, ZELLER SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE TOOELE COUNTY RECORDER'S OFFICE.

PARCEL 2: (18-090-0-0201)

LOT 201, ZELLER SUBDIVISION AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE TOOELE COUNTY RECORDER'S OFFICE.

Parcel Number: 11-014-0-0001, 18-090-0-0201