Mayor
Kenneth Romney

City Engineer/ Zoning Administrator
Ben White

City Recorder
Cathy Brightwell

WEST BOUNTIFUL PLANNING COMMISSION

550 North 800 West
West Bountiful, Utah 84087

Phone (801) 292-4486
FAX (801) 292-6355

Chairman
Denis Hopkinson

Commissioners
Laura Charchenko
Mike Cottle
Alan Malan
Corey Sweat

THE WEST BOUNTIFUL PLANNING COMMISSION WILL HOLD A REGULAR MEETING AT 7:30 PM ON TUESDAY, OCTOBER 10, 2017 AT THE CITY OFFICES

AGENDA AS FOLLOWS:

Welcome. Prayer/Thought by Invitation

1. Accept Agenda.
2. Consider Conditional Use Permit for Summit Motors, LLC, at 438 S 1100 West.
3. Public Hearing for West Bound Estates Subdivision at 1065 N 800 West.
4. Consider Preliminary Plat Approval for West Bound Estates at 1065 N 800 West.
5. Public Hearing for Kinross Estates' Planned Unit Development at Porter Ln and 1100 West by Hamlet Homes.
6. Consider Planned Unit Development for Kinross Estates at Porter Ln. and 1100 West.
7. Staff Report.
8. Consider Approval of Minutes from September 26, 2017 Meeting.
9. Adjourn.

- -

Individuals needing special accommodations including auxiliary communicative aids and services during the meeting should notify Cathy Brightwell at 801-292-4486 twenty-four (24) hours before the meeting.

This notice has been sent to the Clipper Publishing Company, and was posted on the State Public Notice website and the City's website on October 6, 2017 by Cathy Brightwell, City Recorder.

MEMORANDUM

TO: **Planning Commission**

MEETING DATE: **October 5, 2017**

FROM: **Cathy Brightwell**

RE: **Summit Motors, LLC**

Staff received an application from Paul Nagle for a conditional use permit for Summit Motors, LLC, to be located at 438 S 1100 West. Summit Motors will sell automobiles both on-site and on-line; there will be no auto service done as part of this business. As part of his lease Mr. Nagle has access to three parking stalls at the front of his business and three at the rear. In addition, he has inside parking space for four vehicles. He plans to use the front spaces for customers and will display his small inventory in the rear and inside the building.

The West Bountiful City Municipal Code, Commercial Highway (C-H) zone, Section 17.34.030 lists *motor vehicle sales and service and outdoor storage of retail vehicle inventory* as a conditional use which may be approved by the planning commission. The Conditional Use ordinance, Section 17.60.040, requires the planning commission to *consider* whether:

1. The proposed use at the particular location is necessary or desirable to provide a service or facility that will contribute to the general well-being of the neighborhood and the community;
2. The proposed use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;
3. The proposed use and/or accompanying improvements will not inordinately impact schools, utilities, and streets;
4. The proposed use will provide for appropriate buffering of uses and buildings, proper parking and traffic circulation, the use of building materials and landscaping which are in harmony with the area, and compatibility with adjoining uses;
5. The proposed use will comply with the regulations and conditions specified in the land use ordinance for such use; and
6. The conditions to be imposed in the conditional use permit will mitigate the reasonably anticipated detrimental effects of the proposed use and accomplish the purposes of this subsection.

Staff recommends the following conditions be required with granting of this conditional use permit, consistent with similar businesses in the area:

1. Copy of Dealer's license and Proof of Insurance;
2. Fire Inspection approval;
3. Signage will comply with City Code;
4. Vehicles on display will be operable and in sellable condition;
5. Upon issuance of this Permit, Summit Motors will purchase a West Bountiful City business license.

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NOTICE OF PUBLIC HEARING

The West Bountiful Planning Commission will hold a Public Hearing on **Tuesday, October 10, 2017 at 7:30 p.m**., or as soon thereafter as possible, at the City offices, 550 North 800 West.

The purpose of the hearing is to receive public comment regarding a proposed 13-Lot Residential Subdivision, West Bound Estates, at 1065 N 800 West by Wright Development Group.

A copy of the proposal may be viewed on the City website: www.wbcity.org. All interested parties are invited to participate. Written comments may be submitted to the City Offices prior to the meeting.

Cathy Brightwell
City Recorder

MEMORANDUM

TO: **Planning Commission**

DATE: **October 5, 2017**

FROM: **Ben White, City Engineer**

RE: **West Bound Subdivision Discussion**

Summary

Wright Development is proposing a 13-lot subdivision at approximately 1100 North and 800 West. The property contains 5.3 acres and is in the R-1-10 zone. The property is also within the Historic District Overlay Zone.

- All 13 lots conform to the R-1-10 zoning requirements.
- The length of the dead-end road is within Code limits. A turnaround (cul-de-sac type bubble) is provided.
- Water, sewer and secondary water utilities appear consistent with standard designs. Will-serve letters and ultimately approval from utility providers need to be submitted.

Pedestrian Access

City staff, at the request of City Council, has contacted UTA regarding a possible pedestrian access to the Prospector Trail. UTA has granted conceptual approval for the access. It is now for the City to determine if this is an appropriate location for an access. City municipal code section 16.12.05 (below) addresses block lengths and access. There is not an easterly access to the Prospector Trail along the 4600 foot stretch between 400 North and Pages Lane. This development is exactly midway between the two roads.

16.12.050 Blocks.

The maximum length of blocks generally shall be one thousand two hundred (1,200) feet and the minimum length of blocks shall be five hundred (500) feet. In blocks over eight hundred (800) feet in length there may be required a dedicated walkway through the block at approximately the center of the block. Such a walkway shall be not less than ten (10) feet in width. The width of blocks generally shall be sufficient to allow two tiers of lots. Blocks intended for business or industrial use shall be designated specifically for such purposes with adequate space set aside for off-street parking and delivery facilities.

Irrigation Water

The property is currently irrigated with water from Barton Creek. The developer is required to deed water rights to the City. The City would like to use that water on the golf course. The development is proposing to deed the water rights associated with a small well on the property and the Barton Creek irrigation rights which have been used to irrigate the property to satisfy the water right dedication requirement.

Drainage

The Developer discussed drainage at the City Council October 3rd meeting. The Council has made a proposal regarding the improvements they would accept in lieu of on-site storm detention. The proposal includes storm water being diverted both to the north and south of the development, rear yards drains, the ability for the city to divert and route irrigation water through the golf course as well as drainage improvements on the golf course. It is staff's understanding that the Developer is currently evaluating the Council proposal.

Street Cross Sections

Staff is proposing an 8' wide park strip and a 5' wide concrete path be constructed on 800 West. This design is consistent with sections of 800 West farther south. Pavement cross sections must meet the city's current design standard. As mentioned at the last Planning Commission meeting, because the property is within the Historic Overlay District, consideration should be given to the park strip and sidewalk widths within the development.

Street Lighting

Proposed street lights are not included on the current plan. The city standard includes street lights at the street corners, dead ends, group mailbox locations, and 350 foot spacing or as otherwise determined.

Geotechnical Study

A soils report has been provided.

Utility Service Letters

The Developer has not yet provided letters as required by 16.16.020.D(6), from the various utility companies confirming their ability to provide service.

Possible Motions

A motion to approve the Preliminary Plat with conditions would be in order, or a motion to table until more information is provided.

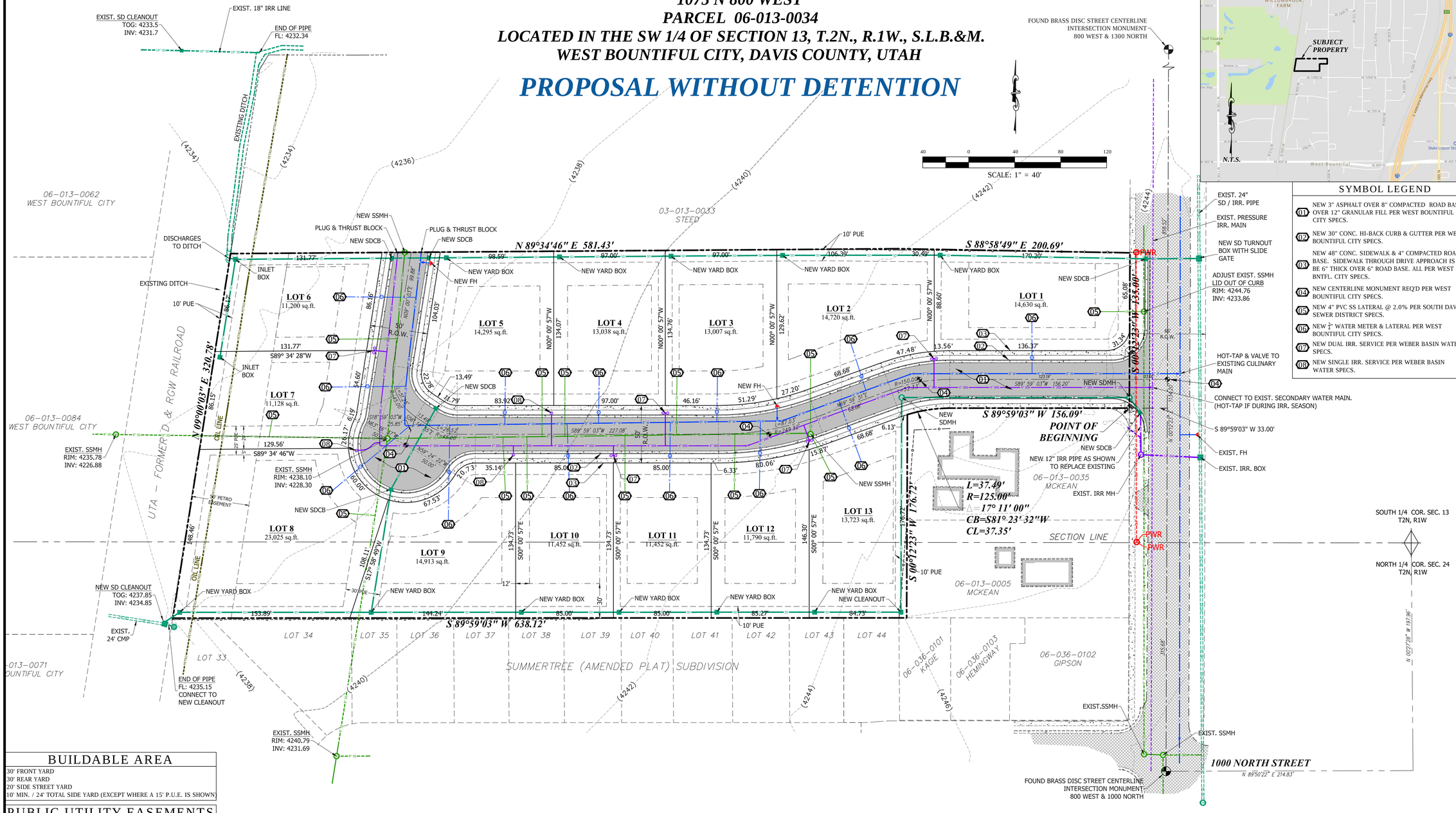
Possible conditions include:

- Trail access to the Prospector Trail;
- Drainage which conforms to the City Council's requirements;
- Recommended park strip and sidewalk widths;
- Street lighting plan.
- Ability to provide service letters from utility companies

WEST BOUND SUBDIVISION - PRELIMINARY PLAT

1075 N 800 WEST
PARCEL 06-013-0034
LOCATED IN THE SW 1/4 OF SECTION 13, T.2N., R.1W., S.L.B.&M.
WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH

PROPOSAL WITHOUT DETENTION



SYMBOL LEGEND

01	NEW 3" ASPHALT OVER 8" COMPACTED ROAD BASE OVER 12" GRANULAR FILL PER WEST BOUNTIFUL CITY SPECS.
02	NEW 30" CONC. HI-BACK CURB & GUTTER PER WEST BOUNTIFUL CITY SPECS.
03	NEW 48" CONC. SIDEWALK & 4" COMPACTED ROAD BASE. SIDEWALK THROUGH DRIVE APPROACH IS TO BE 6" THICK OVER 6" ROAD BASE. ALL PER WEST BNTFL. CITY SPECS.
04	NEW CENTERLINE MONUMENT REQ'D PER WEST BOUNTIFUL CITY SPECS.
05	NEW 4" PVC SS LATERAL @ 2.0% PER SOUTH DAVIS SEWER DISTRICT SPECS.
06	NEW $\frac{3}{4}$" WATER METER & LATERAL PER WEST BOUNTIFUL CITY SPECS.
07	NEW DUAL IRR. SERVICE PER WEBER BASIN WATER SPECS.
08	NEW SINGLE IRR. SERVICE PER WEBER BASIN WATER SPECS.

BUILDABLE AREA

30' FRONT YARD
30' REAR YARD
20' SIDE STREET YARD
10' MIN. / 24' TOTAL SIDE YARD (EXCEPT WHERE A 15' P.U.E. IS SHOWN)

PUBLIC UTILITY EASEMENTS

10' P.U.E. ALONG STREET FRONTAGE
10' P.U.E. AROUND PERIMETER OF THE SUBDVISION
OTHER P.U.E. AS SHOWN

IRRIGATION NOTES

ALL WORK PERTAINING TO INSTALLATION OF THE SECONDARY WATER SYSTEM SHALL MEET THE REQUIREMENTS AS SET FORTH IN THE CURRENT WEBER BASIN WATER CONSERVANCY DISTRICT'S PRESSURIZED IRRIGATION CONSTRUCTION SPECIFICATIONS AND DRAWINGS, (LAST REVISED IN 2015). ALL WORK PERTAINING TO INSTALLATION OF THE SECONDARY WATER SYSTEM SHALL BE THE RESPONSIBILITY OF THE DEVELOPER.

THE NEWLY INSTALLED SECONDARY WATER PIPELINE SHALL BE 6 INCH DIAMETER THROUGHOUT THE DEVELOPMENT.

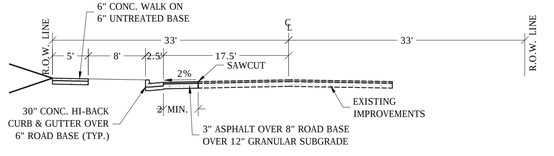
THE DRAIN SHALL BE 2 INCH AND SHALL BE INSTALLED AT THE LOWEST POINT OF THE SECONDARY WATER LINE.

THE DISTRICT RESERVES THE RIGHT TO ADD OR REMOVE ITEMS ASSOCIATED WITH THE SECONDARY WATER DISTRIBUTION SYSTEM AS MAY BE REQUIRED DUE TO VARIANCES IN ACTUAL FIELD CONDITIONS AND/OR UNANTICIPATED CONFLICTS WITH OTHER UTILITIES.

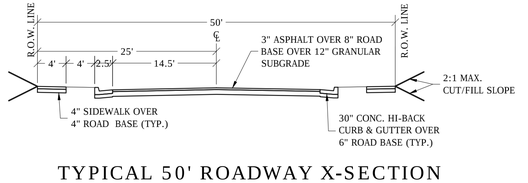
DRAINAGE NOTES

INDIVIDUAL PROPERTY OWNERS ARE RESPONSIBLE FOR SURFACE DRAINAGE FROM THEIR LOTS. THE CITY IS NOT RESPONSIBLE FOR DRAINAGE FROM PRIVATE PROPERTY. THE CITY WILL ENFORCE GRADING PROVISIONS TO THE BUILDING CODE.

ALL FINISH FLOOR ELEVATIONS ON BUILDINGS CONSTRUCTED SHALL BE AT LEAST 12 INCHES ABOVE THE CURB, OR STREET, OR PROPOSED STREET LEVEL ADJACENT TO THE BUILDING EXCEPT WHERE OTHERWISE APPROVED BY THE CITY ENGINEER AND THE CITY COUNCIL. SEE WEST BOUNTIFUL MUNICIPAL CODE, SECTION 15.08.020(E).



800 WEST TYPICAL ROADWAY X-SECTION



TYPICAL 50' ROADWAY X-SECTION

TYPICAL, N.T.S.

DEVELOPER

WRIGHT DEVELOPMENT
1178 W LEGACY CROSSING BLVD
CENTERVILE, UT 84014
801-668-1565

181 North 200 West, Suite #4
Bountiful, Utah 84010
Phone 801-298-2236
Entellus
HA

PRELIMINARY
NOT FOR
CONSTRUCTION

WEST BOUND SUBDIVISION
1075 N 800 WEST STREET
PARCEL # 06-013-0034
LOCATED IN THE SW 1/4 OF SECTION 13, T. 2 N., R. 1 W., S.L.B.&M.
WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH

DRAWN: LKM	28 SEP 2017
APPROVED: STA	28 SEP 2017
PROJECT:	1037010
1037010 PRELIM.dwg	

C400
PRELIMINARY PLAT

Mayor
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City Engineer/ Zoning Administrator
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City Recorder
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NOTICE OF PUBLIC HEARING

The West Bountiful Planning Commission will hold a Public Hearing on **Tuesday, October 10, 2017 at 7:30 p.m**., or as soon thereafter as possible, at the City offices, 550 North 800 West.

The purpose of the hearing is to receive public comment regarding a proposed 34-Lot Planned Unit Development for Kinross Estates at Porter Lane and 1100 West by Hamlet Development.

A copy of the proposal may be viewed on the City website: www.wbcity.org. All interested parties are invited to participate. Written comments may be submitted to the City Offices prior to the meeting.

Cathy Brightwell
City Recorder

MEMORANDUM

TO: **Planning Commission**

DATE: **October 5, 2017**

FROM: **Ben White, City Engineer**

RE: **Kinross Estates PUD Application and Public Hearing**

Hamlet Development has submitted a Planned Unit Development (PUD) application for a 34-lot residential subdivision on the corner of 1100 West and Porter Lane. The property is 23 acres and is in the R-1-22 zoning district. PUD applications are treated like a rezone request. A public hearing, scheduled for tonight's meeting, is required prior to the Planning Commission making a recommendation to the City Council. A draft development agreement has been provided and all supporting documents have been made an exhibit to the agreement. Below is a summary of the PUD requirements, items specific or unique to this project, and comments related to the information contained in the draft development agreement.

PROJECT DENSITY

A base density plan was previously submitted to the planning commission that contained 34 lots which could meet the zoning requirements. The PUD proposal is also for 34 lots. In short, the developer is not requesting any bonus density.

DEVELOPMENT AGREEMENT

Legal Counsel is currently reviewing the draft text language for the development agreement. While I am sure there will be some comments, staff does not expect them to be extensive since the agreement is based on the City's development agreement template.

EXHIBIT A - LEGAL DESCRIPTION

- As previously stated, the property consists of 23.01 acres. The property descriptions on file indicate that the property is over 24 acres. A survey of the property determined that it is only 23.01 acres.

EXHIBIT B - PRELIMINARY PLAT

- The Planning Commission made a request to stub a future road south toward the easterly end of the project. That stub has been included in the plat.
- The street extension to 1100 West has been deleted. Without a second access, the subdivision now contains a dead-end street about 1700 feet long.
- The stub street to the east should be extended to the east property line even if the turnaround bubble were constructed where currently shown (or provisions for its future construction be provided).
- Notes related to the environmental restricts for the impacted lots should be added to the plat.
- Lot numbers and lot areas need to be shown on the plat.

EXHIBIT C - IMPROVEMENT PLANS

The preliminary plat has been accidentally included in place of the improvement drawing. The improvement drawing needs to be included. Items that were not included on a previous improvement drawing but should be include:

- Curb and sidewalk along the entire 1100 West frontage
- Proposed street light locations
- Utilities extending all the way to the east property line.

EXHIBIT D - CCRs

The CCRS address specific site design requirements and restrictions requested by the developer related to structure designs, fences, animals, vehicles, etc. Of specific note:

- Paragraph 2.4 contains requirements and limitations on the open space use and maintenance of adjoining public property.
- Paragraph 2.14.C contains limitations on Lots 9, 10 and 11 until the Department of Environmental Quality provides a release.

EXHIBIT E - DRAINAGE/GRADING PLAN

The drainage plan includes underground pipe in the streets and a proposed ditch system on Porter Lane. A detention basin is proposed on the 1100 W Porter Lane corner to collect water from the proposed development as well as existing flows on Porter Lane.

- The drainage plan includes the previously proposed street to 1100 West
- The plan does not include the second stub street to the south
- Rear yard drains need to be provided
- Staff strongly recommends that the storm drain on Porter Lane be piped and not an open ditch. The pipe in the front yard is acceptable rather than being in the street.
- The drainage path through the bottom of the detention basin should be a design which contains low flows. Something similar to the concrete swale in Birnam Woods.

EXHIBIT F - LANDSCAPE PLAN

The development proposes park strip trees and sod in the park strip along streets with abutting lots. There are no trees proposed the 1100 West frontage with bark mulch ground cover in the park strip.

EXHIBIT G - ELEVATIONS

Proposed house elevation designs are included in Exhibit G. These are actual designs the Developer intends to construct. Additional designs beyond those provided, but of a similar architecture, is intended to be constructed as well.

EXHIBIT H - GEOTECHNICAL STUDY

The geotechnical study for the property has been prepared. Due to the document's size, a paper copy was not provided. Paper copies are available at city hall for review.

EXHIBIT I - WETLAND STUDY

A wetland delineation and Corps of Engineers Jurisdictional Determination has been completed. Due to the document's size, a paper copy was not provided. Paper copies are available at city hall for review.

EXHIBIT J - WASATCH ENVIRONMENTAL REPORT

Exhibit J contains two documents provided by Wasatch Environmental regarding the 1991 gasoline and diesel fuel pipeline leak. The first document contains an environmental summary using lay terms explaining remediation efforts and health risks. The second document is an environmental summary with more technical terms and data.

EXHIBIT K - DRAFT INDEMNITY AGREEMENT

A draft indemnity has been provided which would release the City and Developer of future claims resulting from the contamination.

POSSIBLE MOTIONS

Following the public hearing, there are three obvious motions to consider.

1. A motion to table the recommendation to consider input received from the public and for the developer to address comments, concerns and requests by the Planning Commission.

2. Motion to deny the PUD request. This motion should include rational for denying the request as well as the items that are favorable. The motion should include the rational, but it is not required. It is staff's opinion that it should be included because the PUD rezone request will still be forwarded to the City Council for their deliberation.

3. A motion to recommend approval of the PUD rezone request with any findings and conditions the Planning Commission wishes to include. As a minimum the conditions should include:
    a. Development agreement text recommendations
    b. Exhibits with a consistent road design as recommended by the Planning Commission
    c. Improvement plan with the improvements recommended by the Planning Commission such as curb, sidewalk, street extensions, street lights and utilities.
    d. Comments on CCRs (if any)
    e. Drainage recommendations
    f. Landscaping deviations (if any)
    g. Environmental concerns or recommendations
    h. Other recommendations

DEVELOPMENT AGREEMENT
Kinross Estates

This DEVELOPMENT AGREEMENT (the "***Agreement***") is made and entered into effective _____, 2017 (the "***Effective Date***"), by and between **Kinross Estates LLC (**"***Developer***"); and **WEST BOUNTIFUL CITY**, a Utah municipal corporation (the "***City***").

RECITALS

A. Developer is developing 23.01 acres of real property located within the City, as more particularly described in the attached **Exhibit A** (the "***Property***"). Developer proposes to subdivide the Property as a Planned Unit Development ("***PUD***") pursuant to Chapter 17.68 *et seq.* of the West Bountiful Municipal Code, as amended (the "***Code***"), under the name of "***Kinross Estates***" (the "***Subdivision***"). Developer will retain ownership of lot numbers 1-8, 12-34, Parcel A and Parcel B. Lots 9-11 containing 3.93 acres will be retained by The Thomas and Jeanette Williams Family Trust ("**The Trust**").

B. Developer desires to develop the Property as a combination of various lot sizes, targeted to a wide demographic of the population. The various restrictions, architectural standards and the storm water ponds are to be maintained by a home owner's association (the "***HOA***").

C. If developed as a standard subdivision within the applicable R-1-22 zoning district, the Property would yield a maximum of Thirty-Four (34) lots. The Developer is requesting to develop a PUD with 34 lots and no density bonus

D. Following the execution of this Agreement, Developer intends to submit to the city a preliminary plat and final plat (the "***Final Plat***") for the Subdivision consistent with the Preliminary Plat (**Exhibit B**).

E. The City's approval of the Final Plat is subject to (1) the execution of this Agreement; (2) the delivery of security acceptable to the City for the satisfactory completion and warranty of all onsite and offsite improvements required for the Subdivision (collectively, the "***Improvements***"); and (3) compliance with the requirements of this Agreement and the City's zoning ordinances and development regulations, including Titles 16 and 17 of the Code.

F. Developer is willing to complete the Improvements and develop the Subdivision in harmony with the long-range goals and policies of the City's general plan and in compliance with the Final Plat, the Code and this Agreement.

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

1. DEVELOPMENT OF SUBDIVISION. The approved uses, density, intensity, and configuration of the components of the Subdivision are depicted and described in the Preliminary Plat **(Exhibit B)**; the drawings attached as **Exhibit C** (collectively, the "***Improvement Plans***");

and the Declaration of Covenants, Conditions and Restrictions attached as **Exhibit D** (the "***CC&Rs***"), **Exhibit E** (the "**Drainage and Grading Plan**"), and **Exhibit F** (the "**Landscaping Plan"**). Developer will develop the Subdivision in conformity with the requirements of the Final Plat, the Drawings, and the CC&Rs.

2. OWNERSHIP OF SUBDIVISION. Prior to recordation of the Final Plat, Developer will provide the City appropriate evidence, including a preliminary title report, of Developer's and The Thomas and Jeanette Williams Family Trust ownership of all real property within the Subdivision.

3. COMPLETION OF IMPROVEMENTS. Developer will provide, construct, and install the Improvements in a satisfactory manner in compliance with the requirements of this Agreement, the Code, the City's subdivision standards and specifications, and all other applicable laws and requirements (collectively, the "***Subdivision Requirements***"). Developer will complete all the Improvements within 18 months after the date the Final Plat is recorded; provided, that upon written application submitted prior to the expiration of the 18-month period, the City, through its City Council, may extend the time for completing all of the Improvements for up to an additional six months for good cause shown.

4. SPECIFIC STANDARDS FOR IMPROVEMENTS. The Improvements will be constructed and installed in accordance with the following standards:

a. Scope of Improvements. The Improvements include all onsite and offsite improvements, both those intended for public dedication (the "***Public Improvements***") and otherwise, depicted or described in the Site Plan or the Drawings.

b. Culinary Water. All culinary water main lines within the Subdivision will be constructed and tied to the City's existing culinary water system in strict compliance with the Code and all other applicable standards and engineering requirements of the City and the Utah State Division of Drinking Water.

c. Secondary Irrigation Water. All pressurized secondary irrigation water lines within the Subdivision will be constructed and tied to the Weber Basin Water Conservancy District main trunk line in strict compliance with all applicable standards and engineering requirements of the Weber Basin Water Conservancy District.

d. Sanitary Sewer. All sanitary sewer lines within the Subdivision will be constructed and tied to the South Davis Sewer Improvement District's main sewer trunk lines in strict compliance with all applicable standards and engineering requirements of the South Davis Sewer Improvement District.

e. Storm Drainage. Developer will construct and install adequate storm drainage collection systems, sub-surface collection systems and other surface and underground water drainage facilities in accordance with the Drawings, and in strict compliance with the Subdivision Requirements. In particular, Developer will provide rear yard drains and drain lines and a detention basin in accordance with the Grading and Drainage Plan attached as **Exhibit E,**

as well as the Subdivision Requirements. Developer will obtain a UPDES permit from the State of Utah for storm water pollution prevention. Developer will maintain the permit in place until (1) all disturbed land within the Subdivision is stabilized (meaning paved and concreted, with homes built and landscaping installed, or vegetation re-established); or (2) Developer's construction is complete in accordance with this Agreement and all lots in the Subdivision have been conveyed to third parties, whichever occurs first.

f. **Amenity Contribution**. Developer will provide approximately 4 acres of open space on the westerly boundary of the development, as depicted in the Preliminary Plat (**Exhibit B**). This property will be offered for sale to individuals and be designated for agricultural use in order to maintain the rural feel of West Bountiful along the Legacy Highway. This requirement will be enforced by the Kinross Estates CC&R's. The owner of this Open Space Property shall be responsible for its maintenance, including contiguous sidewalks and landscaping. Permitted uses on the property are grazing of horses and cultivation of hay. The owners shall be permitted to construct shelters on the property designed for livestock use. Entrance monuments will be placed at the entrance to the community to create a welcoming and upscale feel for its new residents.

g. Detention Basin. A portion of the 4 acre open space parcels as depicted in the Preliminary Plat (**Exhibit B)** will be provided by the developer to act as a detention basin in accordance with the Detention Basin Design **(Exhibit E)**. While the 4 acre parcels will be privately owned the requirement to maintain the detention basin will be that of the HOA. Furthermore, the city will be responsible to maintain the storm drain pipes and appurtenances.

h**. Street Improvements.** All street, parking, and hardscape improvements, including curb and gutter, sidewalk, street construction, road surfacing, drainage swales, drive approaches in drainage swales, bridges, trails, walking paths, and associated road improvement structures will be constructed and fully improved in strict compliance with the Drawings, the Code, and all other applicable standards and engineering requirements of the City.

i. Landscape Improvements. Developer will provide landscape improvements to the Subdivision, in accordance with the Landscape Plan attached as **Exhibit F.**

j. Architectural Standards. Each dwelling will be of a design and materials specified in the Elevations attached as **Exhibit G** and the CC&Rs (**Exhibit D**). Developer will not locate dwellings of the same or similar elevation adjacent to each other or directly across the street from each other. Developer may add additional house plans to this approved list of homes by submitting the plans to the city for approval.

5. COVENANTS, CONDITIONS AND RESTRICTIONS. Developer will record covenants, conditions and restrictions against the Property in substantially the same form as the CC&Rs attached as **Exhibit D.** No amendment to the CC&Rs or termination of the CC&Rs may be made without the City's written approval. The City will be an intended third-party beneficiary of the CC&Rs for purposes of enforcing architectural standards required under the CC&Rs.

6. CONSTRUCTION.

a. Construction Period. Developer will:

(1) Develop the Subdivision in accordance with accepted development procedures;

(2) Take all precautions reasonably necessary to prevent injury to persons or property during the construction period;

(3) Take reasonable steps to contain and abate dust resulting from construction activities;

(4) Provide such road surface, including road base and gravel, during construction as will render the streets and parking areas within the Subdivision reasonably accessible and conducive to travel by trucks and heavy equipment;

(5) Take all necessary precautions to prevent undue amounts of dirt or debris from being tracked onto or deposited upon the properties and public streets adjoining the Subdivision;

(6) Be responsible for all expenses incurred by the City or others in cleaning such properties or public streets of any undue amount of dirt or debris deposited as a result of construction activities within the Subdivision;

(7) Prevent and abate weeds on property within the Subdivision in accordance with the Code for as long as Developer owns such property; and

(8) Avoid damaging streets, curbs, sidewalks, and other improvements within or adjacent to the Subdivision during development and construction; and repairing any such damage at Developer's own expense.

b. Unforeseen Circumstances. The City has provided certain drawings and other information to Developer with respect to the location of existing water lines, storm drain lines, and other subsurface infrastructure within the Subdivision or necessary for the development of the Subdivision. The City does not warrant the precise locations of such subsurface infrastructure. Any unforeseen circumstances relative to the Improvements arising during construction, including subsurface infrastructure and soil conditions, will be the sole responsibility of Developer.

c. Diligent Prosecution of Work. Developer will diligently prosecute the work of constructing and installing the Improvements to completion. All Improvements will be constructed and installed in a workmanlike manner in compliance with applicable laws and industry standards. All Improvements will be of a high quality, and will be consistent with the provisions of this Agreement.

d. Building Permit Prerequisites. The City will authorize the construction of any building within the Subdivision only after the following requirements have been satisfied:

(1) *Fire Protection*. Each building will be located on a lot that lies within 500 feet of a fire hydrant that is fully charged with water and under sufficient pressure to provide adequate fire protection.

(2) *Street and Parking Surfaces*. The building will be located on a lot served by a street surface and parking areas improved to the extent necessary to be passable for fire fighting and other emergency equipment and apparatus. The street surface must be constructed the full width of the final street design, including curb and gutter. All street and parking surfaces must be constructed, at a minimum, with either an asphalt surface course or compacted gravel road base placed to the final finish elevation of the asphalt surface (additional thickness may be required if building construction is to begin during any month from October through March).

(3) *Sewer Connection*. The City has received an acceptance letter from South Davis Sewer District approving connection to the sanitary sewer system.

(4) *As-built Drawings*. Acceptable record/as-built drawings have been submitted to the City for review and acceptance.

e. Stop Work Order. In the event the City determines Developer is in violation of any provision of this Agreement, including the foregoing standards for Improvements, and sufficient cause exists to stop the work, then, upon five (5) days' written notice to Developer, the City may shut down all work on the Subdivision and prevent further construction or building activity until Developer remedies the violation and is once again in full compliance with the provisions of this Agreement. Any such stop work order will be without prejudice to any other right or remedy of the City.

7. DEDICATION OF PUBLIC IMPROVEMENTS. Upon the satisfactory completion and final inspection of the Improvements, Developer will dedicate to the City all Public Improvements, including the culinary water system, storm drain lines (except for the rear yard drain lines) streets, sidewalk, curb and gutter. The owner of each lot in the Subdivision will own and maintain the rear yard drain and that portion of the rear yard drain lines within the lot's boundaries. The HOA will maintain the detention basin as shown on **Exhibit B** and the City will be responsible for the storm drain piping and appurtenances. Developer will continue to repair and replace the Public Improvements as necessary during the Warranty Period, as provided below.

8. WARRANTY OF IMPROVEMENTS. Developer warrants that the Improvements and any improvements restored by Developer will comply with the Subdivision Requirements and will remain in good condition, free from all defects in workmanship or materials during the Warranty Period (as defined below), without charge or cost to the City. For purposes of this Agreement, "***Warranty Period***" means the one-year period beginning on the date the City provides Developer written acceptance of the completed Improvements in accordance with Section 16.16.030.N of the Code.

9. SECURITY FOR DEVELOPER'S OBLIGATIONS. To secure the satisfactory completion of the Improvements and Developer's warranty obligations under the Code and this Agreement, Developer and the City will enter into a bond agreement or agreements in a form acceptable to the City (collectively, the "***Bond Agreement***"). Under the Bond Agreement, the City or a federally insured bank will hold in a separate escrow account (the "***Escrow Account***") an amount of money specified in the Bond Agreement (the "***Proceeds***"), subject to authorized disbursements, pending expiration of the Warranty Period. The Proceeds represent 120 percent of the estimated cost of the Improvements, as itemized in the Bond Agreement. Developer will assign to the City all of its right, title, and interest in and to the principal amount of the Escrow Account as an independent guaranty for the satisfactory completion of the Improvements, and the City will be entitled to immediate access to the Proceeds, as provided in the Bond Agreement. Developer will remain fully liable to complete and warrant the Improvements and surface of the Subdivision property even if the Proceeds are inadequate to fully cover the cost to install, repair, or replace them.

10. FEES AND CHARGES. Developer will pay all fees and charges required by the Code, including plat fees, storm drain impact fees, public improvement inspection fees, and water rights fees (if Developer does not dedicate water rights to the City), before the Final Plat is recorded; and all lot-specific required fees and charges, including building permit fees, before any building permit is issued.

11. DEFAULT. Developer will be in default under this Agreement if any of the following occurs:

a. Abandonment. Developer abandons the Subdivision, as determined by the City in its sole discretion.

b. Failure to Perform.

(1) ***Failure to Complete Improvements*****.** Developer fails to complete the Improvements according to the Subdivision Requirements within the time specified in this Agreement.

(2) ***Failure during Warranty Period*****.** The City finds any of the Improvements to be substandard or defective during the Warranty Period and, after ten (10) days' written notice of such failure, Developer has not repaired or replaced the substandard or defective Improvements at Developer's own expense; or, if the failure is not capable of being cured within such time, Developer has not commenced to cure the failure within such time and diligently completed the cure at its own expense within a reasonable time thereafter, as determined by the City in its sole discretion.

(3) ***Emergency Situation*****.** The City determines, in its sole discretion, that an emergency situation exists relative to the Improvements and, after verbal notice followed by written notice within three (3) days, Developer has not remedied the emergency situation within a reasonable time, as determined by the City in its sole discretion.

(4) *Other Failure.* Developer otherwise substantially fails to perform its obligations under this Agreement and, after ten (10) days' written notice from the City of such failure, Developer has not cured the failure; or, if the failure is not capable of being cured within such time, has not commenced to cure the failure within such time and diligently completed the cure within a reasonable time thereafter, as determined by the City in its sole discretion.

c. Insolvency. Developer becomes insolvent, a receiver is appointed for Developer, or a voluntary or involuntary petition in bankruptcy pertaining to Developer is filed at any time before Developer's obligations under this Agreement have been satisfied.

d. Foreclosure. Foreclosure proceedings are commenced against any property owned by Developer within the Subdivision or such property is conveyed in lieu of foreclosure before Developer's obligations under this Agreement have been satisfied.

12. REMEDIES. In the event of Developer's default under this Agreement, the City will be entitled to pursue any remedies allowed under this Agreement, at law, or in equity, including the following:

a. Disbursement of Proceeds. The City will be entitled to withdraw some or all of the Proceeds from the Escrow Account upon written request, in accordance with the Bond Agreement. The City will utilize the withdrawn Proceeds for the purpose of satisfactorily completing, repairing, or replacing the Improvements. In the event the City receives Proceeds in excess of those required to complete, repair, or replace the Improvements, the City will pay the excess Proceeds plus interest to Developer upon final approval of the Improvements at the end of the Warranty Period.

b. Completion of Improvements by the City. The City may elect to complete, repair, or replace the Improvements, as it deems necessary. Developer hereby grants to the City, its officers, employees, agents and contractors, the unrestricted right to enter upon the Subdivision property for the purpose of completing or remedying the Improvements in the event of Developer's default. All costs the City incurs in completing or remedying the Improvements, including attorney fees, administrative fees, and court costs, whether incurred in litigation or otherwise, will be included in the cost of the Improvements. The amount of such costs will be deducted from the Proceeds available for disbursement to Developer upon final approval of the Improvements at the end of the Warranty Period.

c. Deficiency. Upon written notice, Developer will compensate the City for all costs the City incurs as a result of Developer's failure to perform its obligations under this Agreement to the extent such costs are not covered by the Proceeds. Such costs include all costs described in Section 12.f.

d. Suspension of Building Permits. The City may suspend the issuance of new building permits within the Subdivision until: (1) the Improvements are satisfactorily completed, repaired, or replaced; (2) a substitute bond agreement has been executed and delivered to the City, and the City Council agrees to accept the substitute bond agreement; or (3) other

arrangements acceptable to the City Council have been made to insure the satisfactory completion, repair, or replacement of the Improvements.

e. Specific Enforcement. The City may specifically enforce Developer's obligations under this Agreement, including the obligation to install, pay for, and warrant the Improvements.

f. Costs and Attorney Fees. The City may recover from Developer all costs necessary to complete, repair, or replace the Improvements or enforce this Agreement, including all administrative costs; inspection fees; permit fees; and reasonable attorney, engineering, consultant, and expert witness fees, whether incurred in litigation or otherwise.

The City's remedies under this Agreement, at law, and in equity are cumulative.

13. INDEMNIFICATION.

a. Generally. To the fullest extent permitted by law, Developer will indemnify, defend, and hold harmless the City and its officers, employees, agents, consultants and contractors, from and against all liability, claims, demands, suits or causes of action arising out of or otherwise resulting from the Improvements until such time as the Improvements have been finally completed, whether by Developer or by the City, and the Improvements have been approved and accepted by the City at the expiration of the Warranty Period, except to the extent of any gross negligence or intentional misconduct attributable to the City.

b. For Insufficient Proceeds. In the event the City elects to complete the Improvements or remedy substandard or defective Improvements, Developer will indemnify, defend, and hold harmless the City and its officers, employees, agents, consultants and contractors, from and against all liability in excess of the Proceeds for the payment of any labor or material liens which may result from the work of any contractor (including subcontractors and materialmen of any such contractor) hired by the City or which may arise due to insufficient Proceeds.

c. Defense of Claims. With respect to Developer's agreement to defend the City, the City will have the option of either providing for its own defense, or requiring Developer to undertake the defense of the City, either of which will be at Developer's sole cost and expense.

14. INSURANCE. Developer will maintain during the development of the Subdivision and the Warranty Period insurance in types and amounts reasonably acceptable to the City, covering liability, damage, loss, or injury to any person or property, including damage to Developer or its property, as a result of the work of any contractor or other agent of Developer in the development of the Subdivision, including the installation or construction of the Improvements or the completion or repair of the Improvements by the City. Developer's indemnity obligations under this Agreement shall include any liability that exceeds the insurance policy limits. Developer will provide at least annually proof of the insurance required under this Agreement. If Developer fails to maintain insurance as required, the City, at its option, may obtain such insurance and collect from Developer the cost of insurance premiums as part of the

City's recoverable costs, as described in Section 12.f. The City may suspend the issuance of any building permits until such insurance is in place.

15. DEVELOPER'S INDEPENDENT OBLIGATIONS. Developer's obligations to complete and warrant the Improvements and fulfill its other obligations under this Agreement and the other Subdivision Requirements: (a) are independent of any obligation or responsibility of the City, express or implied; (b) are not conditioned upon the commencement of actual construction work in the Subdivision or upon the sale of any lots or part of the Subdivision; and (c) are independent of any other remedy available to the City to secure completion of the Improvements. Developer may not assert as a defense that the City has remedies against other entities or has other remedies in equity or at law that would otherwise relieve Developer of its duty to perform, or preclude the City from requiring Developer's performance under this Agreement.

16. CONNECTION TO CITY SYSTEMS. The City will permit Developer to connect the Improvements to the City's water and storm drain systems upon Developer's performance of its obligations under this Agreement and compliance with the Subdivision Requirements, including payment of all connection, review, and inspection fees.

17. INSPECTION AND PAYMENT.

a. Inspection of Improvements. Notwithstanding any provision of this Agreement to the contrary, the Improvements, their installation, and all other work performed by Developer or its agents under this Agreement may be inspected at such times as the City may reasonably require; in particular, an inspection will be required before any trench containing Improvements is closed. Developer will pay any required connection fees, impact fees, and inspection fees required by City ordinance or resolution prior to such inspection.

b. Right to Enter Subdivision. Developer grants to the City, its officers, employees, agents and contractors, the unrestricted right to enter upon the property within the Subdivision for the purpose of inspecting, completing, repairing, or replacing the Improvements and taking any other necessary remedial action, both before and during the Warranty Period and for ninety (90) days thereafter.

c. Payment to Third Parties. Developer will timely pay all third parties for labor and materials provided for the Improvements. Developer will promptly remove all liens for labor and materials from the Subdivision property, and will indemnify, defend, and hold harmless the City and its officers, employees, agents, consultants and contractors, from and against all liability for such liens. The disbursement of Proceeds under the Bond Agreement will be conditioned on the waiver or satisfaction of all such liens.

18. MISCELLANEOUS PROVISIONS.

a. Covenants Run with the Land. Developer will not assign any rights or delegate any obligations under this Agreement without the City's prior written consent, which the City may withhold in its sole discretion. Subject to the foregoing, the covenants contained in this

Agreement will be construed as covenants that touch and concern real property and will run with the land. Such covenants will be binding upon the successors, permitted assigns, agents, and legal representatives of Developer in the ownership or development of any portion of the Subdivision. The City may record this Agreement or a memorandum of this Agreement.

b. Expiration. This Agreement will expire without further notice to either party if Developer does not record the Final Plat within twelve (12) months after the Effective Date; provided, that upon written application submitted prior to the expiration of the 12-month period, the City, through its City Council, may extend the time for recording the Final Plat for up to an additional six months for good cause shown.

c. Severability. The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of the remaining provisions.

d. Captions. The section and paragraph headings contained in this Agreement are for the purpose of reference only and will not limit or otherwise affect the construction of any provision of this Agreement.

e. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes all previous or contemporaneous representations or agreements of the parties in that regard. No modification of this Agreement will be valid or binding unless made in writing and signed by both parties. Any waiver of any provision of this Agreement must be in writing and must be signed by the party waiving the provision.

f. No Third-Party Beneficiaries. This Agreement is made for the exclusive benefit of the parties and their respective heirs, successors, and assigns. No other person or entity, including lot purchasers, contractors, subcontractors, laborers, and suppliers, will have any interest under this Agreement or be classified as a third-party beneficiary. The City will not be liable to any claimant, in any way, for any obligation of Developer under this Agreement or otherwise.

g. Time of Essence. Time is of the essence in the performance of all obligations under this Agreement.

h. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, EXCEPT AS SUCH LAWS MAY BE PREEMPTED OR SUPERSEDED BY THE LAWS OF THE UNITED STATES. THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF THE COURTS OF THE STATE OF UTAH, OR THE COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF UTAH, AS THE CASE MAY BE, WITH VENUE IN DAVIS COUNTY, AS THE SOLE FORUM FOR ANY LITIGATION ARISING OUT OF THIS AGREEMENT.

i. No Partnership. The transactions contemplated under this Agreement are Developer's installation and warranty of the Improvements, and do not constitute a partnership, joint venture or other association between the parties.

j. Environmental Consideration. 3.93 acres of land within the Property as defied on the Preliminary Plat **(Exhibit B)** as Lots number 9-11 owned by The Thomas and Jeanette Williams Family Trust were impacted by an oil spill in 1991. Studies recently completed by Wasatch Environmental (**Exhibit J**) clearly indicate that no health risk is associated with the property, however because of levels of impacted soils below grade, this property is not ready to be built upon. The three lots impacted may only be used for agricultural uses until such a time as the Department of Environmental Quality issues a letter identifying that these lots have been cleaned to residential standards and that homes may be built upon them. The agricultural uses may include grazing of horses and or cultivation of hay. While the Trust or any future owner of Lots 9-11 will be responsible for the maintenance of the 3 Lots along with any contiguous sidewalk and landscaping, they are not responsible for the development activities spelled out in this agreement. Only Kinross Estates LLC, The Developer, is responsible for the fulfillment of this development agreement.

k. Notices. All notices required under this Agreement must be in writing and will be deemed to have been sufficiently given or served when presented personally or when deposited in the United States Mail, by registered or certified mail, addressed as follows:

TO DEVELOPER:	Kinross Estates, LLC Its manager Hamlet IV Corporation Attn: Michael Brodsky 308 E 4500 S #200 Salt Lake City, UT 84107
TO THE CITY:	West Bountiful City Attention: City Administrator 550 North 800 West West Bountiful, Utah 84087

Either party may designate a different address by written notice to the other party. Any notice given under this Agreement will be deemed given as of the date delivered or mailed.

k. Warranty of Authority. The persons signing this Agreement on behalf of the parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective parties, which have agreed to be and are bound hereby.

l. Exhibits. All exhibits to this Agreement, as described in the attached exhibit list, are incorporated in this Agreement by reference.

m. Joint and Several Liability. If Developer consists of more than one person or entity, the obligations of Developer under this Agreement are joint and several. Only Kinross Estates LLC, The Developer, is responsible for the fulfillment of this development agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DEVELOPER: Kinross Estates, LLC

_____
Its manager Hamlet IV Corporation,
Michael Brodsky, Chairman

THE TRUST: The Thomas and Jeanette Williams Family Trust

_____
Steven Larry Williams - Trustee

THE CITY: WEST BOUNTIFUL CITY

_____
Kenneth Romney, Mayor

ATTEST:

_____
Cathy Brightwell, City Recorder

ACKNOWLEDGMENTS

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the _____ day of _____, 201__, appeared before me ***Michael Brodsky***, who, being duly sworn, did acknowledge that he is the ***Chairman*** of ***Hamlet Homes IV Corp***, the ***Manager of Kinross Estates, LLC, the Developer*** named in the foregoing Agreement, and that he signed the Agreement as duly authorized by a resolution of its members and acknowledged to me that the LLC executed the same.

_____
NOTARY PUBLIC

STATE OF UTAH)
: ss
COUNTY OF DAVIS)

On the _____ day of _____, 201__, appeared before me ***Steven Larry Williams***, who, being duly sworn, did acknowledge that he is the ***Trustee*** of ***The Thomas and Jeanette Williams Family Trust***, the Owner of ***lot numbers 9-11*** named in the foregoing Agreement, and that he signed the Agreement as duly authorized by a resolution of its members and acknowledged to me that the LLC executed the same.

_____
NOTARY PUBLIC

STATE OF UTAH)
: ss
COUNTY OF DAVIS)

On the _____ day of _____, 2016, appeared before me ***Kenneth Romney*** and ***Cathy Brightwell***, personally known to me or proved to me on the basis of satisfactory evidence to be the ***Mayor and City Recorder***, respectively, of West Bountiful City, who duly acknowledged that the foregoing instrument was signed on behalf of the City by authority of a duly adopted resolution of its City Council, and that the City executed the same.

_____
NOTARY PUBLIC

EXHIBIT LIST

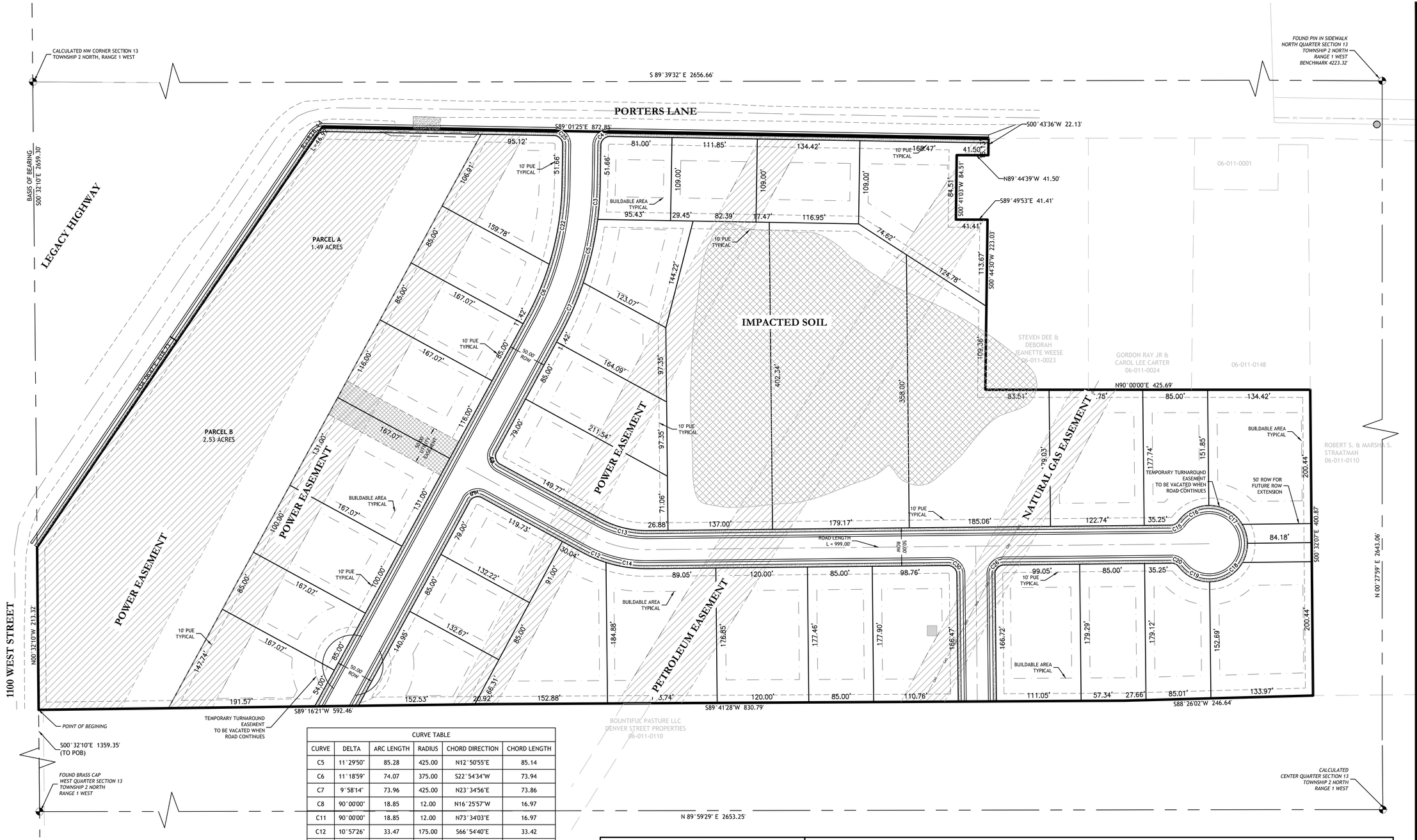
Exhibit A	Legal Description of Property
Exhibit B	Preliminary Plat (Not Final)
Exhibit C	Improvement Plans (Not Final)
Exhibit D	Kinross Estates CC&R's
Exhibit E	Drainage/Grading Plan (Not Final)
Exhibit F	Landscape Plan
Exhibit G	Elevations
Exhibit H	Geo-technical Study
Exhibit I	Wetland Delineation and Corp of Engineers Jurisdictional Determination
Exhibit J	Wasatch Environmental Report
Exhibit K	Draft Indemnity Agreement (Not Final)

Exhibit A
Legal Description

Exhibit A
Legal Descriptions

060110147	BEG AT A PT 1393 FT N FR THE SW COR OF THE NW 1/4 OF SEC 13-T2N-R1W, SLM; TH N 311.70 FT; TH N 34^13'35" E 523.51 FT TO A PT OF TANGENCY WITH A 1,892.06 FT RADIUS CURVE TO THE RIGHT; TH NE'LY 14.63 FT, M/L, ALG THE ARC OF SD CURVE (CHORD TO SD CURVE BEARS N 34^50'52" E 14.63 FT) TO A PT ON THE S LINE OF PPTY CONV IN QC DEED RECORDED 05/29/2009 AS E# 2455270 BK 4786 PG 1749; TH THE FOLLOWING THREE COURSES ALG SD PPTY: S 89^15'30" E A DIST OF 80.04 FT TO THE BEG OF A CURVE TO THE LEFT WITH A RADIAL DIST OF 1826.44 FT; TH SW'LY ALG THE ARC A DIST OF 30.29 FT (LC BEARS S 36^17'17" W 30.28 FT) & S 89^01'25" E A DIST OF 870.76 FT, M/L; TH S 323 FT; TH E 270 FT TO SE COR PPTY CONV IN 727-249 & TO THE SW COR OF PPTY CONV IN WARRANTY DEED RECORDED 05/25/2016 AS E# 2941125 BK 6524 PG 762; TH ALG THE S LINE OF SD PPTY THE FOLLOWING COURSE: S 89^40'21" E 155.66 FT; TH S 409.94 FT; TH W 1669.8 FT, M/L, TO POB. LESS TO 1343-972. LESS TO 1472-59. CONT. 23.18 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)
060110105	BEG 808.19 FT N FR SW COR NW 1/4 SEC 13-T2N-R1W, SLM; TH N 34.92 FT; TH E 1669.8 FT, M/L; TH S 34.92 FT TO THE N'LY LINE OF PPTY CONV BY 956-1150; TH S 89^51' W 1669.8 FT, M/L, TO THE POB. CONT. 1.55 ACRES

Exhibit B
Preliminary Plat



CURVE TABLE					
CURVE	DELTA	ARC LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C5	11°29'50"	85.28	425.00	N12°50'55"E	85.14
C6	11°18'59"	74.07	375.00	S22°54'34"W	73.94
C7	9°58'14"	73.96	425.00	N23°34'56"E	73.86
C8	90°00'00"	18.85	12.00	N16°25'57"W	16.97
C11	90°00'00"	18.85	12.00	N73°34'03"E	16.97
C12	10°57'26"	33.47	175.00	S66°54'40"E	33.42
C13	29°10'11"	63.64	125.00	N76°01'02"W	62.95
C14	18°12'45"	55.63	175.00	S81°29'46"E	55.39
C15	53°21'39"	11.18	12.00	S62°43'03"W	10.78
C16	53°21'39"	46.57	50.00	S62°43'03"W	44.90
C17	90°00'00"	78.54	50.00	N45°36'08"W	70.71
C18	90°00'00"	78.54	50.00	N44°23'52"E	70.71
C19	53°21'39"	46.57	50.00	S63°55'19"E	44.90
C20	53°21'39"	11.18	12.00	S63°55'19"E	10.78

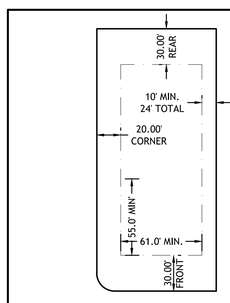
BASIS OF BEARING

NORTH 00°32'10" WEST, BEING THE BEARING OF THE SECTION LINE BETWEEN A FOUND BRASS CAP MONUMENT AT WEST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST AND A CALCULATED MONUMENT AT NORTHWEST CORNER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST

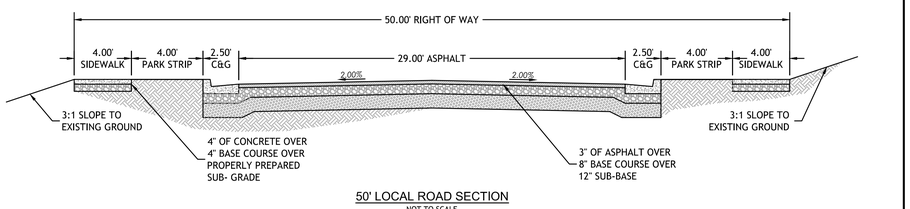
BOUNDARY DESCRIPTION

BEGINNING AT A POINT ALONG THE SECTION LINE N00°32'10"W 1359.35 FEET FROM THE WEST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID SECTION LINE N00°32'10"W 213.32 FEET, THENCE N34°06'47"E 618.73 FEET, THENCE A DISTANCE OF 46.92 FEET ALONG AN ARC OF A 1,826.44 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N34°53'14"E A DISTANCE OF 46.92 FEET), THENCE S89°01'25"E 872.85 FEET, THENCE S00°43'36"W 22.13 FEET, THENCE N89°44'39"W 41.50 FEET, THENCE S00°41'03"W 84.51 FEET, THENCE S89°49'53"E 41.41 FEET, THENCE S00°44'30"W 223.03 FEET, THENCE N90°00'00"E 425.69 FEET, THENCE S00°32'07"E 400.87 FEET, THENCE S88°26'02"W 246.64 FEET, THENCE S89°41'28"W 830.79 FEET, THENCE S89°16'21"W 592.46 FEET TO THE POINT OF BEGINNING.

CONTAINS 23.01 ACRES IN AREA



TYPICAL LOT SETBACK DETAIL
NOT TO SCALE



50' LOCAL ROAD SECTION
NOT TO SCALE

EDM Partners
3980 S. 700 E., # 22 Salt Lake City, UT 84107
(801) 201-7494 wwww.edmllc.net

NORTH

SCALE: 1"=60'

0 30 60 120 180

DEVELOPER:
Hamlet Development
308 East 4500 South, Suite 200
Murray, UT 84107
801-281-2223

HAMLET HOMES
GREAT HOMES. GREAT PEOPLE. GREAT EXPERIENCE.

SURVEYOR'S CERTIFICATE

I, TYLER E. JENKINS DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 4938730 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS:

KINROSS ESTATES SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

NOTES

1. All sanitary sewer improvements shall conform with the standards and specifications of South Davis Sewer District
2. All culinary water improvements shall conform with the standards and specifications of West Bountiful City.
3. All improvements in the public right of way shall conform with the standards and specifications of West Bountiful City.
4. All private improvements shall conform to APWA standards and specifications.
5. Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.
6. Typical setbacks are:
   - Front: 30'
   - Rear: 30'
   - Side Interior: 10' min. 24' total
   - Side Corner: 20'
7. Impacted soils information based upon a site map from Tesoro Logistics identified with project number K014TSMP5.

PROJECT STATISTICS

Total Area	23.01 Acres
Total Lots	34 (1.48 per acre)

Kinross Estates

Preliminary Plat

PROJECT:	1770
DRAWN BY:	NMM
REVIEWED BY:	PMD
REVISIONS:	
No. DATE	REMARKS

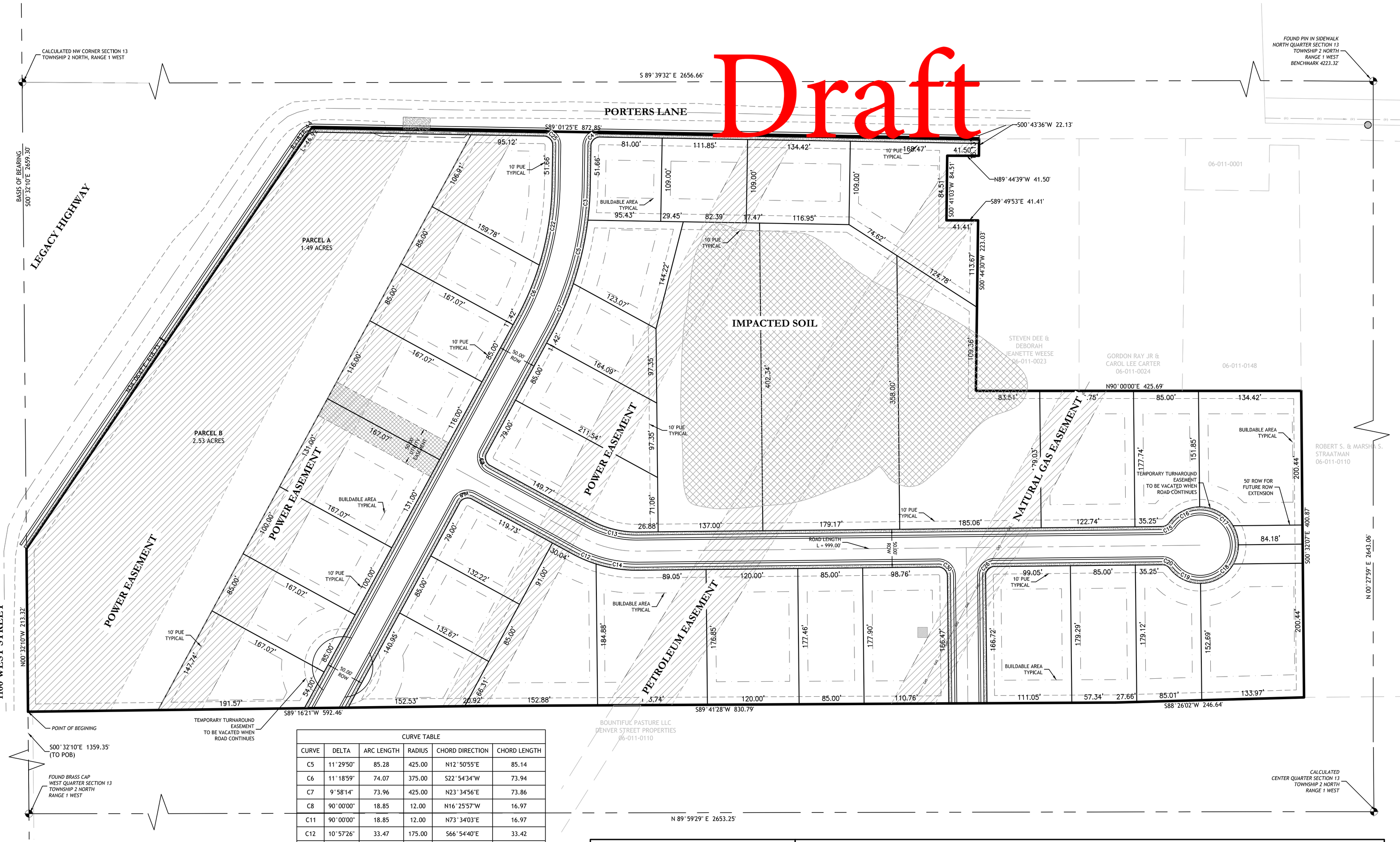
DATE: September 29, 2017

SHEET NUMBER: **O-2**

C:\Users\Nick\Dropbox\EDM Projects\Kinross Estates\Drawings\2.Preliminary Plat.dwg

Exhibit C
Improvement Plans

Draft



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C17	90°00'00"	78.54	50.00	N45°36'08"W	70.71
C18	90°00'00"	78.54	50.00	N44°23'52"E	70.71
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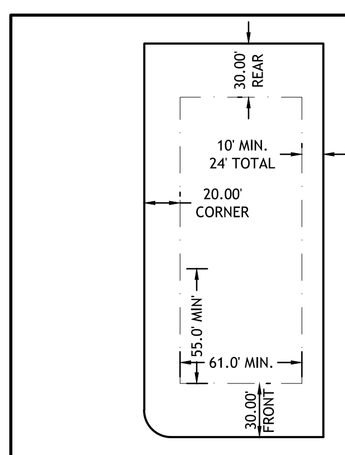
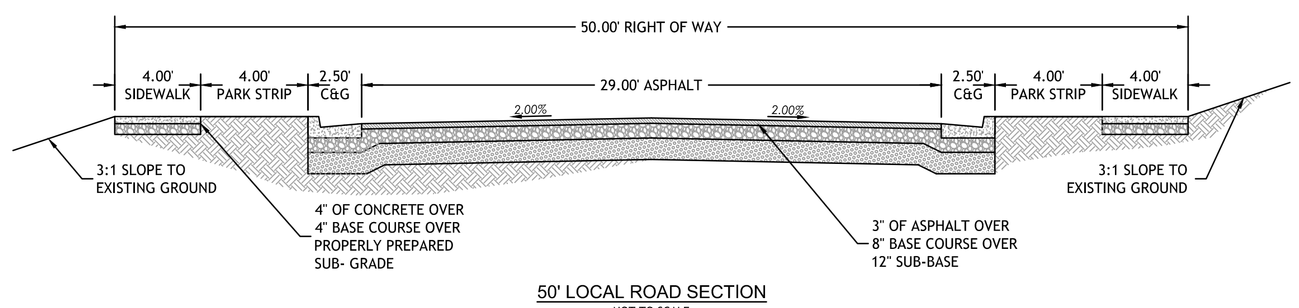
NORTH 00°32'10" WEST, BEING THE BEARING OF THE SECTION LINE BETWEEN A FOUND BRASS CAP MONUMENT AT WEST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST AND A CALCULATED MONUMENT AT NORTHWEST CORNER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST

BOUNDARY DESCRIPTION
BEGINNING AT A POINT ALONG THE SECTION LINE N00°32'10"W 1359.35 FEET FROM THE WEST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID SECTION LINE N00°32'10"W 213.32 FEET, THENCE N34°06'47"E 618.73 FEET, THENCE A DISTANCE OF 46.92 FEET ALONG AN ARC OF A 1,826.44 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N34°53'14"E A DISTANCE OF 46.92 FEET), THENCE S89°01'25"E 872.85 FEET, THENCE S00°43'36"W 22.13 FEET, THENCE N89°44'39"W 41.50 FEET, THENCE S00°41'03"W 84.51 FEET, THENCE S89°49'53"E 41.41 FEET, THENCE S00°44'30"W 223.03 FEET, THENCE N90°00'00"E 425.69 FEET, THENCE S00°32'07"E 400.87 FEET, THENCE S88°26'02"W 246.64 FEET, THENCE S89°41'28"W 830.79 FEET, THENCE S89°16'21"W 592.46 FEET TO THE POINT OF BEGINNING.

CONTAINS 23.01 ACRES IN AREA



TYPICAL LOT SETBACK DETAIL
NOT TO SCALE



50' LOCAL ROAD SECTION
NOT TO SCALE

EDM Partners
3980 S. 700 E., # 22 Salt Lake City, UT 84107
(801) 201-7494 www.edmllc.net

SCALE: 1"=60'
0 30 60 120 180

DEVELOPER:
Hamlet Development
308 East 4500 South, Suite 200
Murray, UT 84107
801-281-2223

HAMLET HOMES
GREAT HOMES. GREAT PEOPLE. GREAT EXPERIENCE.

SURVEYOR'S CERTIFICATE

I, TYLER E. JENKINS DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 4938730 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS:

KINROSS ESTATES SUBDIVISION

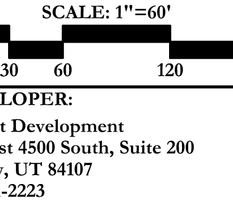
AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

NOTES

1. All sanitary sewer improvements shall conform with the standards and specifications of South Davis Sewer District
2. All culinary water improvements shall conform with the standards and specifications of West Bountiful City.
3. All improvements in the public right of way shall conform with the standards and specifications of West Bountiful City.
4. All private improvements shall conform to APWA standards and specifications.
5. Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.
6. Typical setbacks are:
   - Front: 30'
   - Rear: 30'
   - Side Interior: 10' min. 24' total
   - Side Corner: 20'
7. Impacted soils information based upon a site map from Tesoro Logistics identified with project number K014TSMP5.

PROJECT STATISTICS

Total Area	23.01 Acres
Total Lots	34 (1.48 per acre)



Kinross Estates

Preliminary Plat

PROJECT:	1770
DRAWN BY:	NMM
REVIEWED BY:	PMD
REVISIONS:	
No. DATE	REMARKS

DATE: September 29, 2017

SHEET NUMBER: O-2

C:\Users\Nick\Dropbox\EDM\Projects\Kinross Estates\Drawings\2.Preliminary Plat.dwg

Exhibit D
CC&R's

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KINROSS ESTATES HOMEOWNERS ASSOCIATION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KINROSS ESTATES HOMEOWNERS ASSOCIATION (the "Declaration") made this _____ day of _____ 2017, by Kinross Estates, LLC, a Utah limited liability company (the "Declarant").

RECITALS

A. The Declarant is the owner of certain land in West Bountiful City, Davis County, Utah, shown on the Plat, (as herein after defined), recorded among the Office of the Davis County Recorder. All the real Property situated in West Bountiful City, Davis County, Utah, which is more particularly described as Exhibit A attached hereto and made a part hereof by this reference and any additional land that is annexed (the "Property) shall be subject to this Declaration.

B. It is the intention of the Declarant to develop the land as a residential community and to insure therefore a uniform plan and scheme of development, and unto that end the Declarant has adopted, imposed and subjected the Property hereinafter described to certain covenants, conditions, restrictions, easements, charges and liens (collectively, the "Covenants"), as set forth herein for the following purposes:

1) To ensure uniformity in the development of the Lots (as hereinafter defined) in the Community (as hereinafter defined).

2) To facilitate the sale by the Declarant, its successors and assigns, of the land in the Community by reason of its ability to assure such purchasers of uniformity.

3) To make certain that the Covenants shall apply uniformly to all Lots for the mutual advantage of the Declarant, the Owners and any Mortgagee (as such capitalized terms are defined herein) and to all those who may in the future claim title through any of the above.

4) To provide for the benefit of the Owners, the preservation of the value and amenities in the Community, and the maintenance of certain reserved open spaces and Common Areas, including but not limited to easements, charges and liens, herein below set forth, and for the creation of an Association to be delegated and assigned the powers of maintaining and administering the Common Area (as hereinafter defined), and enforcing all applicable Covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; which Association shall be incorporated under the laws of the State of Utah, as a nonprofit corporation, for the purpose of exercising the functions as aforesaid.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT the Declarant does hereby establish and impose upon the Property the Covenants for the benefit of and to be observed and enforced by the Declarant, its successors and assigns, as well as by all purchasers of Lots, to wit:

ARTICLE I - DEFINITIONS

The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

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1.1 "Association" shall mean and refer to the KINROSS ESTATES HOMEOWNERS ASSOCIATION, INC.

1.2 "Builder" shall mean any person or entity other than the Declarant, which shall, in the ordinary course of such person's business, construct a Dwelling on a Lot.

1.3 (Intentionally Omitted).

1.4 "Community" shall mean and refer to all of the land hereby made subject to this Declaration by an instrument in writing, duly executed and recorded in the Recorder's Office and any Additional Property (as such term is hereinafter defined) that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed and recorded in the Recorder's Office. The Community is not a cooperative, nor does it contain any condominiums governed by the Utah Condominium Ownership Act.

1.5 "Declarant" shall mean and refer to Kinross Estates, LLC, and any successor or assign thereof to whom it shall expressly (a) convey or otherwise transfer all of its right, title and interest in the Property as an entirety, without reservation of any kind; or (b) transfer, set over and assign all of its right, title and interest under this Declaration, or any amendment or modification thereof.

1.6 "Development Period" shall mean the time between the date of recordation of this Declaration with the Recorder's Office and ending on the date the last Lot is conveyed to a Class a Member who intends to reside on such Lot. No rights, easements or other powers or privileges of Declarant under this Declaration shall terminate upon the expiration of the Development Period, unless the duration of any such right, easement, power or privilege is expressly limited to the Development Period.

1.7 "Dwelling" shall mean the residential Dwelling unit together with any other Structures on the same Lot.

1.8 "Lot" and/or "Lots" shall mean and refer to those portions of the Property that are subdivided parcels of land shown and defined as Lots or plots of ground (exclusive of the Common Area) and designated by numerals on the Plat, on which a Dwelling is proposed to be constructed.

1.9 "Mortgage" means any Mortgage or deed of trust encumbering any Lot or any or all of the Common Area, and any other security interest existing by virtue of any other form of security instrument or arrangement, provided that such Mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Recorder's Office.

1.10 "Mortgagee" means the person secured by a Mortgage.

1.11 "Plat" shall mean and refer to the Plat entitled, "KINROSS ESTATES" recorded among the Recorder's Office of Davis County, Utah, and any Plats recorded among the Recorder's Office in substitution therefor or amendment thereof, plus any Plats hereafter recorded among the Recorder's Office of any Additional Property that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed, and recorded among the Recorder's Office.

1.12 "Property" shall mean and refer to all of the real Property described in Exhibit A attached hereto, and any additional land at such time as it is hereafter expressly made subject to this Declaration by an instrument in writing, duly executed and recorded among the Recorder's Office. The Property governed by these CC&Rs are single-family Lots.

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1.13 "Owner" or "Owners" shall mean, refer to and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding the fee simple record title to a Lot, as said Lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, as joint tenants, tenants in common, tenants by the entireties, or tenants in co-partnership, if the Lot is held in such real Property tenancy or partnership relationship. If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one (1) Lot, whether it is in a real Property tenancy, or partnership relationship, or otherwise, all of the same, as a unit, shall be deemed a single Owner and shall be or become a single member of the Association by virtue of ownership of such Lot. The term "Owner," however, shall not mean, refer to or include any contract purchaser nor shall it include a Mortgagee.

1.14 "Structure" means any thing or device, the placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building, trailer, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, clothesline, radio, television or other antenna or "dish," fence, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, trees, shrubbery, planting, signboard or any temporary or permanent living quarters (including any house trailer), or any other temporary or permanent improvement made to the Property or any part thereof. "Structure" shall also mean (i) any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across the Property, and (ii) any change in the grade of the Property (or any part thereof) of more than six inches (6") from that existing at the time of first ownership by an Owner hereunder other than the Declarant.

ARTICLE II - COVENANTS, CONDITIONS AND RESTRICTIONS

2.1 **ADMINISTRATION; ARCHITECTURAL REVIEW COMMITTEE**. The Architectural Review Committee, which shall be appointed by the Declarant during the Development Period and thereafter by the Board of Directors of the Association (the "Architectural Review Committee") shall have all the rights, powers and duties granted to it pursuant to this Declaration. The initial members of the Architectural Review Committee are Jon Southern, Barry Gittleman, and Phil Mosher. The Architectural Review Committee shall at all times be comprised of at least three (3) members. At any time, or from time to time, during the Development Period, the initial members of the Architectural Review Committee may be replaced for any reason (including death or resignation) with other individuals selected by the Declarant in its sole discretion. All questions shall be decided by a majority of the members of the Architectural Review Committee, and such majority shall be necessary and sufficient to act in each instance and on all matters. Each member of the Architectural Review Committee, now or hereafter appointed shall act without compensation for services performed pursuant to this Declaration. The Declarant hereby grants to the Architectural Review Committee, its successors and assigns, the right to establish architectural design criteria for the community (the "Design Guidelines"), which shall be made available to all members, and to waive such portion or portions of the Covenants numbered 2.3 through 2.23 of this Article II as the Architectural Review Committee, in its sole discretion, may deem advisable and in the best interests of the Community.

2.2 **ARCHITECTURAL REVIEW**.

(a) No Structure (other than construction or development by, for or under contract with Declarant) shall be constructed on any Lot nor shall any addition (including awnings and screens), change, or alteration therein or thereto (including any retreatment by painting or otherwise of any exterior part thereof unless the original color and material are used) (collectively, "Alterations") be made to the exterior of any Structure and/or contour of any Lot, nor shall any work be commenced or performed

which may result in a change of the exterior appearance of any Structure until the plans and specifications, in duplicate, showing the nature, kind, shape, dimensions, material, floor plans, color scheme, location, proposed topographical changes, together with the estimated costs of said Alterations or construction, the proposed construction schedule, and a designation of the party or parties to perform the work, have been submitted to and approved in writing by the Architectural Review Committee, its successors and assigns, and until all necessary permits and any other governmental or quasi-governmental approvals have been obtained. The approval of the Architectural Review Committee of any Structure or Alterations shall in no way be deemed to relieve the Owner of any Lot from its obligation to obtain any and all permits and approvals necessary from local governmental authorities for such Structure or Alterations.

(b) The Architectural Review Committee shall consider applications for approval of plans, specifications, etc., upon the basis of conformity with this Declaration, applicable law and the Design Guidelines, if any, and shall be guided by the extent to which such proposal will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing Structures; choice of colors; changes in topography, grade elevations and/or drainage; the ability of the party or parties designated by the Owner to complete the Structure or Alterations proposed in accordance with this Declaration, including, without limiting the foregoing, such factors as background, experience, skill, quality of workmanship, financial ability; factors of public health and safety; the effect of the proposed Structure or Alterations on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure or Alterations with the general aesthetic appearance of the surrounding area.

(c) The Architectural Review Committee shall have the right to refuse to approve any such plans or specifications, including grading and location plans, which are not suitable or desirable in its opinion, for aesthetic or other considerations. Written requests for approval, accompanied by the foregoing described plans and specifications or other specifications and information as may be required by the Architectural Review Committee from time to time shall be submitted to the Architectural Review Committee by registered or certified mail or in person. In the event the Architectural Review Committee fails to approve or disapprove any plans within sixty (60) days of receipt thereof, such plans shall be deemed approved. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Review Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance. The Architectural Review Committee shall have the right to charge a processing fee for such requests, which shall be retained by the Association and not the Architectural Review Committee.

(d) Construction of Alterations in accordance with plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date of approval and completed within twelve (12) months of commencement of the Alterations, or within such other period as the Architectural Review Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Review Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. After construction, all Structures and Alterations shall be maintained continuously in strict conformity with the plans and specifications so approved and all applicable laws.

(e) If any Structure is altered, erected, placed or maintained on any Lot other than in accordance with approved plans and specifications therefor and applicable law, such action shall be deemed to be a violation of the provisions of this Declaration and, promptly after the Association gives

written notice thereof to its Owner, such Structure shall be removed or restored to its condition prior to such action, and such use shall cease, so as to terminate such violation. If within thirty (30) days after having been given such notice, such Owner has not taken reasonable steps to terminate such violation, any agent of the Association may enter upon such Lot and take such steps as are reasonably necessary to terminate such violation. Such Owner shall be personally liable to the Association for the cost thereof, to the same extent as he is liable for an Assessment levied against such Lot, and, upon the failure of the Owner to pay such cost within ten (10) days after such Owner's receipt of written demand therefor from the Association, the Association may establish a lien therefor upon such Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

(f) Any member of the Architectural Review Committee, upon the occurrence of a violation of the provisions of this Declaration, and after the Association or the Architectural Review Committee gives written notice thereof to the Owner of the applicable Lot, at any reasonable time, may enter upon and inspect any Lot and the exterior of any Structure thereon to ascertain whether the maintenance, construction or alteration of such Structure or Alteration are in accordance with the provisions hereof.

(g) Solar Collection Systems. Any installation of solar panels or other solar collection systems on any Lot shall require the prior written approval of the Architectural Review Committee, provided, however, if a Builder has prewired for the installation of solar panels on the roof of a Dwelling, then approval of the Architectural Review Committee shall not be required for the installation of such solar panels but said installation remains subject to any requirements under applicable law. Owner shall be required to obtain building permits from the local jurisdiction for the installation of solar panels and a copy of the building permit is to be submitted to the Architectural Review Committee prior to commencement of construction.

2.3 **LAND USE**. The Lots, except as hereinafter provided in Section 2.4 and Section 11.11, shall be used for private and residential purposes only and no Dwelling of any kind whatsoever shall be erected, altered or maintained thereon except a private Dwelling house for the sole and exclusive use of the Owner or occupant of the Lot. None of the lots shall at any time be used for apartments or other types of multiple housing units; it being the intention of the Declarant that each and every one of the Lots be used solely for one (1) single
Family attached Dwelling, and no other purposes, except such purposes as may be specifically reserved in the succeeding sections of this Declaration. No industry, business, trade or profession of any kind, whether or not for profit, shall be conducted, maintained or permitted on any part of the residential Lots except that any part of any Structure now or hereafter erected on any Lot may be used as an office or studio, provided that (i) the person using such office or studio actually resides in the Structure in which such office or studio is located, (ii) such office or studio is operated in full compliance with all applicable zoning and other laws, (iii) the operation of such office or studio does not involve the employment of any more than one (1) non-resident employee, (iv) the person owning such Lot has obtained the prior written approval of the Architectural Review Committee, and (v) such office or studio does not occupy more than twenty-five percent (25%) of the total floor area of such Structure.

2.4 **AMENITY CONTRIBUTION.** Developer will provide approximately 4 acres of open space on the westerly boundary of the development, as depicted in the Plat (Exhibit A). This property will be offered for sale to individuals and be designated for agricultural use in order to maintain the rural feel of West Bountiful along the Legacy Highway. The owner of this Open Space Property shall be responsible for its maintenance, including contiguous sidewalks and landscaping. Permitted uses on the property are grazing of horses and cultivation of hay. The owners shall be permitted to construct shelters on the property designed for livestock use. Entrance monuments will be placed at the entrance to the community to create a welcoming and upscale feel for its new residents.

2.5 **INTENTIONALLY OMITTED**.

2.6 **TEMPORARY STRUCTURES**. No Structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently. Nothing in this Declaration shall be deemed to prohibit an Owner from placing upon its Lot reasonably sized garden sheds, greenhouses or other similar accessory Structures approved in advance by the Architectural Review Committee.

2.7 **REAL ESTATE SALES OR CONSTRUCTION OFFICE**. Notwithstanding anything contained herein to the contrary, a real estate sales or construction office or a trailer and/or model home and related signs, may be erected, maintained and operated on any Lot, or in any Structure now or hereafter located thereon, provided such office or trailer, and signs, are used and operated only in connection with the development and/or initial sale of any Lot or Lots, and/or the initial construction of improvements on any Lot now or hereafter laid out or created in the Community. Nothing herein, however, shall be construed to permit any real estate sales or construction office, trailer, or sign after such initial development, sales, and/or construction is completed. Except as expressly permitted herein above, neither any part of any Lot, nor any improvement now or hereafter erected on any Lot, shall be used for any real estate sales or construction office or trailer, nor shall any sign used in conjunction with such uses be erected.

2.8 **CLOTHES LINE**. No exterior clothes dryer, clothes pole or similar equipment shall be erected, installed or maintained on any Lot, nor shall articles of clothing, bedding, etc. be hung outside.

2.9 **TRAFFIC VIEW**. No Structure, landscaping, shrubbery or any other obstruction shall be placed on any Lot so as to block the clear view of traffic on any streets, nor shall any planting be done on any corner Lots closer than twenty feet (20') from either street line that will exceed three feet (3') in height (except shade trees which shall be trimmed so that a clear view may be maintained to the height of eight feet (8')).

2.10 **FRONT LAWN**. The area within the front of a Dwelling shall be kept only as a lawn for ornamental or decorative planting of grass, trees and shrubbery.

2.11 **FENCES AND WALLS**. Except for fences as may be installed and/or constructed by the Declarant or Builder simultaneously with the initial construction of a Dwelling on a Lot by the Declarant and/or Builder, no fence, wall or other similar enclosure maybe built on the front of any Lot. The foregoing restriction shall not be construed to prohibit the growth of an ornamental hedge fence, which shall be kept neatly trimmed, and shall be trimmed to a hedge of not more than three feet (3') in the front yard of any Lot. Any fence to be constructed on any of the Lots shall require approval from the Architectural Committee

2.12 **NEAT APPEARANCE**. Owners shall, at all times, maintain their Lots and all appurtenances thereto in good repair and in a state of neat appearance, keeping all sidewalks contiguous to the Lot, neat, clean and in good repair, and free of ice and snow, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all Structures on the Lot, all in a manner and with such frequency as is consistent with good Property management and maintenance. If, in the opinion of the Architectural Review Committee, any Owner fails to perform the duties imposed hereunder, the Association, on affirmative action of a majority of the Board of Directors, after fifteen (15) days written notice to such Owner to remedy the condition in question, and upon failure of the Owner to remedy the condition, shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot and the improvements or Structures thereon, and the cost thereof shall be a binding, personal obligation of such Owner, as an additional assessment on the Lot.

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2.13 **NUISANCES**. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood or any adjoining Property owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such properly maintained and operated devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Dwelling or upon the exterior of any other Structure constructed upon any Lot. No snowmobiles, go-carts, motorbikes, trail bikes, other loud-engine recreational vehicles or skateboard ramps shall be run or operated upon any Lot or upon any roadways serving the Property.

2.14 **ANIMALS**.

(a) Except as provided in 2.14 (c) below, no animals, livestock, or poultry of any kind, including pigeons, shall be raised, bred or kept on any Lot, except that two small dogs ((weighing under forty-five (45) pounds)) or one (1) large dog ((weighing between forty-five (45) and one-hundred (100) pounds)), or two (2) cats or any other household pets, may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are kept so as to avoid becoming a nuisance to the neighborhood or to any adjoining Property owners, and do not roam unattended on the Property, and provided that not more than three (3) pets are kept by any Owner on a Lot. Household pets shall not include miniature pigs, horses or other hybrid livestock or farm animals. Pets shall be registered, licensed and inoculated as required by law. Owners shall be responsible for the immediate clean up and removal of their pets' waste from any other Lot and the Common Area.

(b) Only Owners shall keep pets, except that a tenant may keep pets if said tenant signs a statement acknowledging the foregoing restrictions, which statement shall be provided to the Board of Directors of the Association.

(c) The Open Space Parcel bordering 1100 West as shown in Exhibit A, and Lots 9, 10, and 11, are permitted to be used to graze horses and/or cultivate hay. Shelters for the horses may be constructed on the Open Space Parcel and subject to the provision of paragraph 11.11. Once the Department of Environmental Quality has approved Lots 9, 10, and 11 for residential development, the Lots may no longer be used to graze horses.

2.15 **VEHICLES**.

(a) Other than private passenger vehicles, vans, trucks or permitted commercial vehicles in regular operation, no other motor vehicles or inoperable, unlicensed, unregistered, junk or junked cars or other similar machinery or equipment of any kind or nature (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any Lot) shall be kept on the Property or repaired on any portions of the Property except in emergencies. For the purposes hereof, a vehicle shall be deemed inoperable unless it is licensed, contains all parts and equipment, including properly inflated tires and is in such good condition and repair as may be necessary for any person to drive the same on a public highway.

(b) Commercial vehicles, owned and/or operated by Owners or Owners' tenants, may be parked in designated parking spaces, to include parking overnight, provided that the such commercial vehicle is of such size that it may fit in a single parking space. Commercial vehicles not owned or operated by Owners or Owner's tenants shall not be left parked on any part of the Property, including, without limitation, any street or Lot, longer than is necessary to perform the business function of such vehicle in the area, it being the express intention of this restriction to prevent parking of commercial vehicles not owned and/or operated by Owners or Owners' tenants upon the Property, including, without limitation, the streets or Lots in the Community, for a time greater than that which is necessary to accomplish the aforesaid business purpose.

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(c) Trailers, buses, tractors or any type of recreational vehicle shall not be parked, stored, maintained or repaired on any Lot or parked upon any streets or Common Area.

(d) Notwithstanding the above, during construction of Dwellings, the Declarant and any Builder may maintain commercial vehicles and trailers on the Property for purposes of construction and for use as a field or sales office.

(e) No person shall operate a Vehicle in the Community other than in a safe and quiet manner and with due consideration for the rights of all Owners and occupants, or without holding a valid driver's license.

2.16 **LIGHTING AND WIRING**. The exterior lighting on Lots shall be directed downward and shall not be directed outward from, or extend beyond, the boundaries of any Lot. All wiring on any Lot shall be underground.

2.17 **ANTENNAE**. No radio aerial, antenna or satellite or other signal receiving dish, or other aerial or antenna for reception or transmission, shall be placed or kept on a Lot outside of a Dwelling, except on the following terms:

(a) An Owner may install, maintain and use on its Lot one (1) or, if approved, more than one (1) Small Antenna (as hereinafter defined) in the rear yard of a Lot, at such location, and screened from view from adjacent Dwellings in such a manner and using such trees, landscaping or other screening material, as are approved by the Architectural Review Committee, in accordance with Article II. Notwithstanding the foregoing terms of this Subsection, (i) if the requirement that a Small Antenna installed on a Lot be placed in the rear yard of a Lot would impair such Small Antenna's installation, maintenance or use, then it may be installed, maintained and used at another approved location on such Lot where such installation, maintenance or use would not be impaired; (ii) if and to the extent that the requirement that such Small Antenna be screened would result in any such impairment, such approval shall be on terms not requiring such screening; and (iii) if the prohibition against installing, maintaining and using more than one (1) Small Antenna on a Lot would result in any such impairment, then such Owner may install on such Lot additional Small Antennae as are needed to prevent such impairment (but such installation shall otherwise be made in accordance with this Subsection).

(b) In determining whether to grant any approval pursuant to this Section, neither Declarant, the Architectural Review Committee nor the Board of Directors shall withhold such approval, or grant it subject to any condition, if and to the extent that doing so would result in an impairment; provided however, that any Small Antenna shall be placed in the rear of each Lot, notwithstanding any other provision in this Section 2.18.

(c) As used herein, (i) "impair" has the meaning given it in 47 Code of Federal Regulations Part 1, Section 1.4000, as hereafter amended; and (ii) "Small Antenna" means any antenna (and accompanying mast, if any) of a type, the impairment of the installation, maintenance or use of which is the subject of such regulation. Such antennae are currently defined thereunder as, generally, being one (l) meter or less in diameter or diagonal measurement and designed to receive certain types of broadcast or other distribution services or programming.

2.18 **SUBDIVISION**. No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose; provided, however, this shall not prohibit transfers of parts of Lots between adjoining Lot owners where the transfer is not for the purpose of creating a new building Lot. The provisions of this Subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any person for any purpose.

2.19 **SIGNAGE**. Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" or "For Sale" signs (not larger than two feet by three feet (2' x 3')), and except as provided in Section 2.8 of this Article II, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or Structure. The provisions and limitations of this subsection shall not apply to any institutional first Mortgagee of any Lot who comes into possession of the Lot by reason of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

2.20 **TRASH AND OTHER MATERIALS**. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except (a) building material during the course of construction of any approved Dwelling or other permitted Structure, and (b) firewood, which shall be cut and neatly stored at least six inches (6") off the ground and twelve inches (12") away from any wooden Structure. No burning of trash shall be permitted on any Lot. All residential lot Owners shall place trash or other refuse into refuse containers provided by the Association at locations designated for trash deposits. Owners may not place any trash outside of such refuse containers or in any other location or container, except as designated by the Association. The cost of refuse containers shall be paid as an Association expense collected as part of the Annual Assessments.

2.21 **NON-INTERFERENCE WITH UTILITIES**. No Structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels. No poles and wires for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot.

ARTICLE III - PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

3.1 **PROPERTY**. The real Property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in the Community, and is described on Exhibit A attached hereto, all of which real Property is referred to herein as the "Property."

3.2 **ADDITIONS TO PROPERTY**.

(a) The Declarant, its successors and assigns, shall have the right for fifteen (15) years from the date hereof or such lesser time as may be required by applicable law, to bring Additional Property within the scheme of this Declaration and within the Community (the "Additional Property") without the consent of the Class A members of the Association.

(b) The additions authorized under this Subsection shall be made by filing a supplemental declaration of record with respect to the Additional Property which shall extend the scheme of the Declaration to such Additional Property, and which Additional Property shall thereupon become part of the Property. Upon the filing of any supplemental declaration, Owners of Additional Property shall be subject to the same obligations and entitled to the same privileges as apply to the Owners of the Property. Such supplemental declaration may contain such complementary additions and modifications to the Declaration as may be necessary to reflect the different character, if any, of the Additional Property not inconsistent with the scheme of this Declaration. In no event, however, shall such supplemental declaration revoke, modify or add to the Covenants established by this Declaration for the Property as of the date hereof.

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ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

4.1 **MEMBERSHIP**. Every Owner of a Lot that shall become and be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

4.2 **CLASSES OF MEMBERSHIP**.

(a) The Association shall have two (2) classes of voting membership:

(i) **Class A**. Except for the Declarant and any Builder, which shall initially be the Class B members, the Class A members shall be all Owners holding title to one (1) or more Lots; provided, however, that any Mortgagee or any other person or entity who holds such interest solely as security for performance of an obligation shall not be a Class A member solely on account of such interest. Each Class A member shall be entitled to one (1) vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

(ii) **Class B**. The Class B members shall be the Declarant and any Builder. The Class B members shall be entitled to three (3) votes per Lot for each Lot owned by them, in all proceedings in which actions shall be taken by members of the Association. Notwithstanding anything contained herein to the contrary, each Builder shall be conclusively deemed during the Development Period:

(A) To have given the Declarant an irrevocable and exclusive proxy entitling the Declarant, at each meeting of the membership held while such Builder holds such title, to cast the votes in the Association's affairs which such Builder holds under the foregoing provisions of this Section on each question which comes before such meeting;

(B) To have agreed with the Declarant that such proxy is given to and relied upon by the Declarant in connection with the Declarant's development, construction, marketing, sale and leasing of any or all of the Property and is coupled with an interest; and

(C) Such proxy shall cease with respect to the votes appurtenant to a Lot when a Dwelling has been constructed on such Lot and legal title to such Lot is conveyed to a person who intends to occupy such Dwelling as a residence.

(b) If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, holds the record title to any Lot, all of the same, as a unit, and not otherwise, shall be deemed a single member of the Association. The vote of any member comprised of two (2) or more persons, firms, corporation, trustees, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation and/or By-Laws of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one (1) vote per Lot for each Lot owned by them.

4.3 **CONVERSION**. The Class B membership in the Association shall cease and be converted to Class A membership in the Association subject to being revived upon Additional Property being annexed to the Property pursuant to this Declaration, upon the earlier to occur of (i) December 31, 2055; or (ii) at such time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B members of the Association. If after such conversion additional Property is made subject to the Declaration, then the Class B membership shall be reinstated until December 3l, 2055, or such earlier time as the total number of votes entitled to be cast by Class A members again equals or exceeds the total number of votes entitled to be cast by Class B members. The Declarant and any Builder shall thereafter remain a Class A member of the Association as to each and every Lot from time to time subject to the terms and provisions of this

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Declaration in which the Declarant or the Builder then holds the interest otherwise required for Class A membership. Additionally, the Declarant or Builder can at any time, in its sole and absolute discretion give up its Class B membership and immediately convert to a Class A member.

ARTICLE V - DECLARANT'S RESERVED RIGHTS AND OBLIGATIONS

5.1 **RESERVED RIGHTS OF DECLARANT**. The Association shall hold the Common Area conveyed to it pursuant to Article VI hereof and each Owner shall own its Lot subject to the following:

(a) The reservation to Declarant, its successors and assigns, of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Plat as "Drainage and Utility Easement," "Sewer Easement," "Drainage and Sewage Easement," and "Open Space," or otherwise designated as an easement area over any road or Common Area on the Property, and over those strips of land running along the front, rear, side and other Lot lines of each Lot shown on the Plat, except for the common side lines on the Lots, for the purposes of proper surface water drainage, for ingress and egress, for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Property and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located, together with the right and privilege of entering upon the Common Area for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to effect such purposes. Within the aforesaid easement areas, no Structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or change the direction of the flow of drainage channels or obstruct or retard the flow of water through drainage channels. The reserved easement areas of each Lot and all improvements therein, except improvements for which a public authority or utility company is responsible, shall be maintained continuously by the Owner of the Lot. In addition, Declarant reserves unto itself and its designees a non-exclusive easement over and through the Property for installation, constructions, operation and perpetual maintenance of all telecommunications distribution systems located on and/or servicing the Property or reasonably necessary to serve the Property.

(b) The reservation to Declarant and its successors and assigns, of a non-exclusive easement and right-of-way in, thru, over and across the Common Area for the purpose of the storage of building supplies and materials, and for all other purposes reasonably related to the completion of construction and development of the project and the provision of utility services, and related services and facilities.

(c) The designation of streets, avenues, roads, courts and places upon the Plat is for the purpose of description only and not dedication, and the rights of the Declarant in and to the same are specifically reserved, and the Declarant hereby reserves unto itself, and its successors and assigns, the right to grade, regrade and improve the streets, avenues, roads, courts and places as the same may be located on the Plat, including the creation or extension of slopes, banks, or excavation in connection therewith and in the construction of and installation of drainage Structures therein. The Declarant further reserves unto itself, and its successors and assigns, the bed, in fee, of all streets, avenues and public highways in the Community, as shown on the Plat.

(d) The Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses

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or permits as the Declarant may deem necessary for the improvement of the Community in, over, thru, upon and across any and all of the roads, streets, avenues, alleys, and open space and in, over, thru, upon and across each and every Lot in any easement area set forth in this Declaration or as shown on the Plat. Declarant reserves unto itself, and its successors and assigns, the right to install electric meters and gas meters on the end walls of the Dwellings. Any maintenance required as a result of the installation of said meters shall be the responsibility of the Association.

(e) The Declarant further reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in the areas designated as "open space" and storm water management reservation, to public use all as shown on the Plat. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lot or Lots in the Community except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Architectural Review Committee.

(f) Declarant further reserves unto itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any Structure built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope. Similarly, Declarant reserves the right unto itself, and its successors and assigns, and, without limitation, the Association, to enter on any Lot during normal business hours for the purpose of performing the maintenance obligations of the Association, as more particularly described in Section 6.4; provided, however, that Declarant shall have no obligation to perform such maintenance. No right shall be conferred upon any Owner by the recording of any Plat relating to the development of the Property in accordance with such Plat, Declarant expressly reserving unto itself the right to make such amendments to any such Plat or Plats as shall be advisable in its best judgment and as shall be acceptable to public authorities having the right to approval thereof.

(g) Declarant further reserves unto itself, for itself and any Builder and their respective successors and assigns, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property other than those Lots conveyed to Owners, including any Common Area which may have previously been conveyed to the Association, for all purposes necessary or appropriate to the full and final completion of construction of the Community. Specifically, none of the provisions of Article II concerning architectural control or use restrictions shall in any way apply to any aspect of the Declarant's or Builder's activities or construction, and notwithstanding any provisions of this Declaration, none of the Declarant's or Builder's construction activities or any other activities associated with the development, marketing, construction, sales management or administration of the Community shall be deemed noxious, offensive or a nuisance. The Declarant reserves the right for itself and any Builder, and their successors and assigns, to store materials, construction debris and trash during the construction period on the Property without keeping same in containers. The Declarant will take reasonable steps, and will ensure that any Builder takes reasonable steps, to avoid unduly interfering with the beneficial use of the Lots by Owners.

5.2 **INCORPORATION BY REFERENCE; FURTHER ASSURANCES**. Any and all grants made to the Association with respect to any of the Common Area and all grants made with respect to any Lots shall be conclusively deemed to incorporate the foregoing reservations, whether or not specifically set forth in such instruments. At the request in writing of any party hereto, any other party shall from time to time execute, acknowledge and deliver such further assurances of such reservations as may be necessary.

5.3 **DECLARANT'S RIGHTS DURING PERIOD OF ADMINISTRATIVE CONTROL**. During the Period of Administrative Control (as described below), Declarant shall retain the authority to appoint or remove the members of the Board of Directors. For purposes of this

Declaration and the By-Laws, the term "Period of Administrative Control" shall mean and refer to the period of time beginning on the date of this Declaration and ending on the first to occur of the following: (a) sixty (60) days after 75% of the Lots are conveyed to Owners, other than the Declarant or Builder; (b) seven (7) years after Declarant (or any assignee declarant) is no longer selling any Lots; or (c) the date the Declarant, after giving written notice to the Owners, records an instrument in the Office of the Davis County Recorder in which Declarant voluntarily surrenders all rights to appoint or remove the members of the Board of Directors.

ARTICLE VI - COMMON AREA

6.1 **GRANT OF COMMON AREA**. The Association shall take title to the Common Area that is part of the Property free and clear of all encumbrances, except non-monetary title exceptions and this Declaration not later than the date the first Lot is conveyed to an Owner (other than the Declarant or a Builder). The Covenants are hereby imposed upon the Common Area for the benefit of the Declarant, the Builder, the Association and the Owners, and their respective personal representatives, successors and assigns, to the end and intent that the Association shall have and hold the said Common Area subject to the reservations set forth in Article V hereof, and to the Covenants herein set forth.

6.2 **MEMBER'S RIGHT OF ENJOYMENT**. Every member of the Association shall have a non-exclusive right and easement for the use, benefit and enjoyment, in common with others, in and to the Common Area and such non-exclusive right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the restrictions herein set forth. Except as otherwise permitted by the provisions of this Declaration, the Common Area shall be retained in its natural state, and no Structure or improvement of any kind shall be erected, placed or maintained thereon. Structures or improvements designed exclusively for community use, shelters, benches, chairs or other seating facilities, fences and walls, walkways, playground equipment, game facilities, drainage and utility Structures, grading and planting, may be erected, placed and maintained thereon for the use, comfort and enjoyment of the members of the Association, or the establishment, retention or preservation of the natural growth or topography of the area, or for aesthetic reasons. No portion of the Common Area may be used exclusively by any Owner or Owners for personal vegetable gardens, storage facilities or other private uses.

6.3 **NUISANCE**. No noxious or offensive activity shall be carried on upon the Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the Community.

6.4 **MAINTENANCE OBLIGATIONS OF THE ASSOCIATION**. The Association shall improve, develop, supervise, manage, operate, examine, insure, inspect, care for, repair, replace, restore and maintain the Common Area, (subject, however, to the provisions of Section 2.13), area drainage systems, retaining walls, private courts and street lighting located within private courts, and any area dedicated to a public or governmental entity if such entity fails to properly maintain such area, as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense, and shall levy against each member of the Association a proportionate share of the aggregate cost and expense required for the care, maintenance and improvement of the Common Area, which proportionate share shall be determined based on the ratio which the number of Lots owned by the member bears to the total number of Lots then laid out or established on the Property.

6.5 **DETENTION BASIN.** The 4-acre parcel will be provided by the developer to act as a detention basin in accordance with the Detention Basin Design (as depicted in Exhibit C). While the 4-acre parcel will be privately owned, the requirement to maintain the detention basin will be that of the HOA. Furthermore, the city will be responsible to maintain the storm drain pipes and appurtenances.

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6.6 **RESTRICTIONS**. The right of each member of the Association to use the Common Area shall be subject to the following:

(a) any rule or regulation now or hereafter set forth in this Declaration and, further, shall be subject to any rule or regulation now or hereafter adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area;

(b) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area in a manner designed to promote the enjoyment and welfare of the members, and in aid thereof to Mortgage any of the Common Area;

(c) the right of the Association to take such steps as are reasonably necessary to protect the Property of the Association against Mortgage default and foreclosure;

(d) the right of the Association to suspend the voting rights and the rights to use of the Common Area after notice and a hearing for any period not to exceed sixty (60) days for any infraction of any of the published rules and regulations of the Association or of this Declaration;

(e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the members; and further subject to the written consent of Murray City; provided, however, that no dedication, transfer, Mortgage or determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of the Class A members (excluding the Declarant if the Declarant is a Class A member) of the Association consent to such dedication, transfer, purpose and conditions; and

(f) the right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such license, right-of-way or easement shall be unreasonably and permanently inconsistent with the rights of the members to the use and enjoyment of the Common Area.

(g) All of the foregoing shall inure to the benefit of and be enforceable by the Association and the Declarant, or either of them, their respective successors and assigns, against any member of the Association, or any other person, violating or attempting to violate any of the same, either by action at law for damages or suit in equity to enjoin a breach or violation, or enforce performance of any term, condition, provision, rule or regulation. Further, the Association and the Declarant shall each have the right to abate summarily and remove any such breach or violation by any member at the cost and expense of such member.

6.7 **DELEGATION OF RIGHT OF USE**. Any member of the Association may delegate its rights to the use and enjoyment of the Common Area to family members who reside permanently with such member and to its tenants, contract-purchasers, invitees and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

6.8 **RULES AND REGULATIONS**.

(a) The Board of Directors may adopt, amend, modify, cancel, limit, create exceptions to, expand, or enforce the rules and design criteria of the Association, subject to the limitation on rules in Utah Code Sections 57-8a-218 and 57-8a-219.

(b) Except as provided in Subsection (c) below, before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding the rules and design criteria of the Association, the Board of Directors shall:

(1) at least 15 days before the Board of Directors will meet to consider a change to a rule or design criterion, deliver notice to Owners that the Board of Directors is considering a change to a rule or design criterion; (2) provide an open forum at the Board of Directors meeting giving Lot Owners an opportunity to be heard at the board meeting before the Board of Directors takes action; and (3) deliver a copy of the change in the rules or design criteria approved by the Board of Directors to the Owners within 15 days after the date of the Board of Directors meeting.

(c) The Board of Directors may adopt a rule without first giving notice to the Owners under Subsection (b) if there is an imminent risk of harm to Common Area, an Owner, an occupant of a Lot, a Lot, or a Dwelling. The Board of Directors shall provide notice under Subsection (b) to the Owners of a rule adopted under this Subsection (c).

(d) A Board of Directors action in accordance with Subsections (a), (b), and (c) is disapproved if within 60 days after the date of the Board of Directors meeting where the action was taken: (a) (i) there is a vote of disapproval by at least 51% of all the allocated voting interests of the Owners; and (ii) the vote is taken at a special meeting called for that purpose by the Owners; or (b) (i) the Declarant delivers to the Board of Directors a writing of disapproval; and (ii) (A) the Declarant is within the Development Period; or (B) the Declarant has the right to add real estate to the project.

(e) The Board of Directors has no obligation to call a meeting of the Owners to consider disapproval, unless Owners submit a petition, in the same manner as the declaration, articles, or bylaws provide for a special meeting, for the meeting to be held. Upon the Board of Directors receiving a petition under this Subsection (e), the effect of the Board of Directors' action is: (i) stayed until after the meeting is held; and (ii) subject to the outcome of the meeting.

(f) During the Development Period, the Declarant is exempt from the Association rules and the rulemaking procedure.

(g) Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Area, as such rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area. Further, each Owner shall comply with the Covenants imposed by this Declaration on the use and enjoyment of the Common Area.

ARTICLE VII - ENCROACHMENTS

7.1 If any Structure or any part thereof, now or at any time hereafter, encroaches upon an adjoining Lot or any Structure encroaches upon any Common Area, whether such encroachment is attributable to construction, settlement or shifting of the Structure or any other reason whatsoever beyond the control of the Board of Directors or any Owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, for the benefit of the Owner, its heirs, personal representatives and assigns, to provide for the encroachment and non-disturbance of the Structure. Such easement shall remain in full force and effect so long as the encroachment shall continue. The conveyance or other disposition of a Lot shall be deemed to include and convey, or be subject to, any easements arising under the provisions of this Article without specific or particular reference to such easement.

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ARTICLE VIII - COVENANT FOR ASSESSMENT

8.1 **COVENANT FOR ASSESSMENT**. The Declarant for each Lot owned by it within the Property, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Lot to it, whether or not so expressed in such deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (a) in advance, an annual assessment (the "Annual Assessment") equal to the member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, for annual assessments or charges, and (b) special assessments or charges, for capital improvements, such Annual Assessments and special assessments and charges to be established and collected as hereinafter provided. The Annual Assessments and special assessments or charges shall be a charge and continuing lien upon each of the Lots against which the assessment is made in accordance with the terms and provisions of this Article VIII and shall be construed as a real covenant running with the land. Such assessments or charges, together with interest at a rate of twelve percent (12%) per annum, and costs and reasonable attorneys' fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner holding title to any Lot at the time when the assessment fell due or was payable. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorneys' fees, however, shall not pass to the Owner's successor or successors in title unless expressly assumed by such successor or successors.

8.2 **USE OF ASSESSMENTS**. The assessments and charges levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Community, and in particular for (a) the improvement and maintenance, operation, care, services and facilities related to the use and enjoyment of the Common Area as well as fees paid to any management agent; (b) the payment of taxes on the Common Area (except to the extent that proportionate shares of such public charges and assessments on the Common Area may be levied against all Lots laid out on the Property by the tax collecting authority so that the same is payable directly by the Owners thereof, in the same manner as real Property taxes are assessed or assessable against the Lots); (c) the payment of insurance premiums on the Common Area; (d) the costs of repair, replacement and additions to the Common Area and improvements thereon; (e) the cost of obtaining, planting and thereafter maintaining street trees throughout the Community, whether or not such street trees are located in the Common Area; (f) the costs of utilities and other services which may be provided by the Association for the Community as may be approved from time to time by a majority of the members of the Association; (g) the cost of labor, equipment, insurance, materials, management and supervision incurred or expended in performing all of the foregoing; (h) the cost of refuse containers, as described in Section 2.21; (i) the cost of semi-annual maintenance for blowouts on the ends of the water lines serving the Community, as referenced in Section 6.4; (j) the cost of funding all reserves established by the Association, including a general operating excess and a reserve for replacements; and (l) the costs of any and all obligations of the Association as provided under Section 6.4 of this Declaration. In addition, the Association shall collect all fees due to the Master Association from each Owner, which it shall remit to the Master Association and will be included in each budget of the Association. (k) the cost of high-speed internet access (as more fully provided by separate written agreement between the provider and the Association); (l) the maintenance and repair of entry and exit gates, if any.

8.3 **ANNUAL ASSESSMENT**.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant or a Builder, the annual assessment shall be the aggregate of $0.00 for each Lot, payable at the rate of $0.00 per month. The attached Budget is shown as Exhibit “B”.

(b) From and after such date, the annual assessment may be increased each year by not more than fifteen percent (15%) of the annual assessment for the previous year without a vote of the membership of the Association.

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(c) From and after such date the annual assessment may be increased above the fifteen percent (15%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3) of each class of members of the Association, voting in person or by proxy, at a meeting duly called for such purpose.

(d) For any Lot upon which Declarant or Builder holds title to a completed Dwelling, which Dwelling shall have had a use and occupancy permit issued six (6) months prior, Declarant or Builder shall pay the assessments or charges described herein with the following allowance in each instance: annual assessments or charges made or levied against any Lot to which the Declarant or Builder hold record title shall equal twenty-five percent (25%) of the annual assessment or charge made or levied against any other Lot laid out on the Property, to the end and intent that the Declarant or Builder shall not pay more, or less, than twenty-five percent (25%) of the per Lot annual assessment established by the Association under this Section. For any Lot upon which no Dwelling has been constructed or no use and occupancy permit has yet aged six (6) months, and for any Lot upon which models are constructed by Declarant or Builder until such model is converted to residential use, no assessment or charge shall be made or levied by the Association.

8.4 **INITIAL CAPITAL CONTRIBUTION AND REINVESTMENT FEE.** To ensure adequate funds to meet the initial operating expenses of the Association, each Owner other than Declarant and Builder shall pay to the Community Association an amount equal to three (3) months of the amount of the then monthly Regular Assessment for that Lot ("Initial Capital Contribution"), as determined by the Board of Directors of the Association. The payment from each Owner (except for Declarant and any Builder) shall be due at the time such Owner takes title to any Lot and shall be applicable to both initial sales of Lots and all resales of Lots. Should the buyer of a Lot which has been resold by an Owner (other than Declarant or Builder) fail to pay the Initial Capital Contribution, then the selling Owner shall be liable for such amount to the Association. In addition to the foregoing, during the Development Period, Declarant has the right, but not the obligation, to make loans from time to time to the Association if Declarant deems the same to be appropriate, in its sole and absolute discretion, to enable the Association to pay all debts and maintain sufficient cash flow. If any such loans are made, repayment will be made to the Declarant, on such terms as Declarant may require, from time to time, and be paid from the Initial Capital Contribution, as determined in the sole discretion of the Board of Directors of the Association. The amounts set forth herein are not to be considered in lieu of annual Regular Assessments or any other Assessments levied by the Association.

8.5 **SPECIAL ASSESSMENTS**. In addition to the Annual Assessments authorized above, the Association may levy in any assessment year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on the Common Area, including fixtures and personal property related thereto, and/or to meet any other deficit of the Association or any emergency or unforeseen expenses of the Association; provided that such assessment shall first be approved by two-thirds (2/3) of the votes of the members of the Association, voting in person or by proxy at a meeting duly called for such purpose.

8.6 **NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 8.3 AND 8.4**. Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections 8.3 and 8.4 of this Article shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence at the meeting of members or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of members entitled to be cast at such a meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting, provided that no such

subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

8.7 **COMMENCEMENT DATE OF ANNUAL ASSESSMENTS**.

(a) Subject to Subsection 8.3(d) above, the Annual Assessments as to any Lot shall commence on the date the Lot is conveyed to any person or entity other than the Declarant. The annual assessments shall be due and payable on a monthly basis on the first (1st) calendar day of each month, and shall be a lien for any month after the fifteenth (15th) day of that month.

(b) The due date of any special assessment under Section 8.4 shall be fixed in the resolution authorizing such special assessment.

8.8 **DUTIES OF THE BOARD OF DIRECTORS**.

(a) The Board of Directors shall determine the amount of the maintenance assessments annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis herein above provided for. Any member may prepay one or more installments of any maintenance assessment levied by the Association, without premium or penalty.

(b) At least annually the Board of Directors shall prepare and adopt a budget for the Association. The Board of Directors shall present the adopted budget to the Owners at a meeting of the Owners for the management, operation and maintenance of the Common Area and any other portions of the Property that the Association is obligated to maintain in accordance with the applicable provisions of this Declaration. A budget is disapproved if within 45 days after the date of the meeting at which the Board of Directors presents the adopted budget: (a) there is a vote of disapproval by at least 51% of all the allocated voting interests of the Owners; and (b) the vote is taken at a special meeting called for that purpose by Owners under this Declaration, the Articles of Incorporation, or the By-Laws. If a budget is disapproved, the budget that the Board of Directors last adopted that was not disapproved by Owners continues as the budget until and unless the Board of Directors presents another budget to Owners and that budget is not disapproved. During the Development Period, Owners may not disapprove a budget. Written notice of the Annual Assessments shall thereupon be sent to all members of the Association. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the Annual Assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any member from the obligation to pay the Annual Assessment, or any installment thereof, for that or any subsequent assessment period; but the Annual Assessment fixed for the preceding period shall continue until a new Annual Assessment is fixed. No member may exempt itself from liability for assessments by abandonment of any Lot owned by such member or by the abandonment of such member's right to the use and enjoyment of the Common Area.

(c) The Association shall, upon demand at any time, furnish to any Owner liable for assessment, a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated as having been paid. A charge not to exceed ten dollars ($10.00) may be levied in advance by the Association for each certificate so delivered.

8.9 **ADDITIONAL ASSESSMENTS**. Additional assessments may be fixed against any Lot only as provided for in this Declaration. Any such assessments shall be due as provided by the Board of Directors in making any such assessment.

8.10 **NONPAYMENT OF ASSESSMENT**. Any assessment or portion thereof not paid within thirty (30) days after the due date thereof shall be delinquent and shall bear interest from the date

of delinquency at the rate of twelve percent (12%) per annum, and shall be subject to a late charge of Ten Dollars ($10.00) per month until paid, or ten percent (10%) of the assessment, whichever is greater, and the Board of Directors shall have the right to declare the entire balance of the assessment and accrued interest thereon to be immediately due and payable. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or without waiving any other right, at equity to foreclose the lien against the Lot in the same manner and subject to the same requirements as are specified by the law of Utah for the foreclosure of Mortgages or deeds of trust containing a power of sale or an assent to a decree, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the complaint of such action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided, late fees and reasonable attorneys' fees to be fixed by the court together with the cost of the action.

8.11 **SUBORDINATION OF LIEN TO MORTGAGE**. The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage(s) or deed(s) of trust now or hereafter placed upon the Lot; provided, however, that the sale or transfer of any Lot pursuant to Mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such future assessment.

8.12 **ENFORCEMENT OF LIEN; APPOINTMENT OF TRUSTEE**.

(a) The Association may establish and enforce the lien for any assessment, annual, special, or otherwise, pursuant to the provisions of this Declaration. The lien is imposed upon the Lot against which such assessment is made. The lien may be established and enforced for damages, interest, costs of collection, late charges permitted by law, and attorneys' fees provided for herein or awarded by a court for breach of any of the Covenants herein.

(b) Each Owner by accepting a deed to a Lot hereby irrevocably appoints and accepts Barry Gittleman, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, as amended (including Subsection 57-1-21(1)(a)(i) or (iv). In addition, each Owner hereby transfers in trust to said Trustee all of his right, title and interest in and to the real Property for the purpose of securing his performance of the obligations set forth herein. Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-302 to Barry Gittleman, with power of sale, the Lots and all improvements to the Lots for the purpose of securing payment of assessments under the terms of this Declaration.

8.13 **EXEMPT PROPERTY**. The Common Area and all Lots owned by the Association or dedicated to and accepted by a public authority shall be exempt from the assessments created herein.

8.14 **RESERVES FOR REPLACEMENTS**.

(a) The Association shall establish and maintain a reserve fund for repairs and replacements of the Common Area by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

(b) The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member of the Association in any such reserves shall be considered an appurtenance of such Owner's Lot and shall not be separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

ARTICLE IX - INSURANCE AND CASUALTY LOSSES

9.1 **TYPES OF INSURANCE MAINTAINED BY ASSOCIATION**. During the Period of Administrative Control, the Association, shall obtain the following types of insurance to the extent reasonably available:

(a) blanket property insurance or guaranteed replacement cost insurance on the Common Area in the Community, insuring against all risks of direct physical loss commonly insured against, including fire and other hazards and extended coverage perils, vandalism, and malicious mischief in an amount sufficient to cover the full replacement cost of such improvements in the event of damage or destruction. The total amount of coverage provided by blanket property insurance or guaranteed replacement cost insurance may not be less than 100% of the full replacement cost of the insured property at the time the insurance is purchased and at each renewal date, excluding items normally excluded from property insurance policies;

(b) a public liability insurance policy covering the Association, its officers, directors and managing agents, which shall include coverage without limitation, for any employee or other agent of Declarant which serves in such capacity having at least a Five Hundred Thousand Dollar ($500,000) limit per total claims that arise from the same occurrence, including but not limited to liability insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Areas and any of the recreational facilities located in the Community, or in an amount not less than the minimum amount required by applicable law, ordinance or regulation;

(c) workers' compensation insurance, if and to the extent required by law; and

(d) fidelity bond or bonds covering all Directors, officers, employees and other persons handling or responsible for the funds of the Association, in such amounts as the Board of Directors deems appropriate, which shall include coverage without limitation, for any employee or other agent of Declarant which serves in such capacity and shall be made a party by reason of his or her services.

If the Board of Directors becomes aware that property insurance under Subsection (a) or liability insurance under Subsection (b) above is not reasonably available, the Board of Directors shall, within seven calendar days after becoming aware, give all Owners notice, as provided in Utah Code Section 57-8a-214, that the insurance is not reasonably available.

9.2 **PREMIUMS FOR INSURANCE MAINTAINED BY ASSOCIATION**. Premiums for all insurance and bonds required to be carried under Section 9.1 hereof or otherwise obtained by the Association on the Common Area shall be an expense of the Association, and shall be included in the annual assessments. Premiums on any fidelity bond maintained by a third-party manager shall not be an expense of the Association. The Association shall set aside an amount equal to the amount of the Association's property insurance policy deductible or, if the policy deductible exceeds Ten Thousand Dollars ($10,000), an amount not less than Ten Thousand Dollars ($10,000). The Association shall provide notice in accordance with Utah Code Section 57-8a-214 to each Owner of the Owner's obligation for the Association's policy deductible and of any change in the amount of the deductible.

9.3 **DAMAGE AND DESTRUCTION OF COMMON AREA**.

(a) Immediately after any damage or destruction by fire or other casualty to all or any part of the insurable improvements on the Common Area, the Board of Directors, or its agent, shall proceed with the filing and adjustment of all claims arising under the fire and extended coverage insurance maintained by the Association and obtain reliable estimates of the cost of repair or

reconstruction of the damaged or destroyed improvements. Repair or reconstruction means repairing or restoring the improvements to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to insurable improvements on the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the members present at a meeting of the membership held within ninety (90) days after the casualty shall decide not to repair or reconstruct.

(c) If, in accordance with Subsection (b), the improvements are not to be repaired or reconstructed and no alternative improvements are authorized by the members, then and in that event the damaged Common Area shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition. In such event, any excess insurance proceeds shall be paid over to the Association for the benefit of the Property, which proceeds may be used and/or distributed as determined by the Board of Directors, in its discretion, or as otherwise provided in the Articles of Incorporation and/or the By-Laws of the Association.

9.4 **REPAIR AND RECONSTRUCTION OF COMMON AREA**. If any improvements on the Common Area are damaged or destroyed, and the proceeds of insurance received by the Association are not sufficient to pay in full the cost of the repair and reconstruction of the improvements, the Board of Directors shall, without the necessity of a vote of the members, levy a special assessment against all Owners in order to cover the deficiency in the manner provided in Article VIII hereof. If the proceeds of insurance exceed the cost of repair, such excess shall be retained by the Association and used for such purposes as the Board of Directors shall determine.

9.5 **HAZARD INSURANCE ON IMPROVED LOTS**. Each Owner of an improved Lot must also maintain fire and extended coverage insurance or other appropriate damage and physical loss insurance.

9.6 **OBLIGATION OF LOT OWNER TO REPAIR AND RESTORE**.

(a) In the event of any damage or destruction of the improvements on a Lot, the insurance proceeds from any insurance policy on an improved Lot, unless retained by a Mortgagee of a Lot, shall be applied first to the repair, restoration or replacement of the damaged or destroyed improvements. Any such repair, restoration or replacement shall be done in accordance with the plans and specifications for such improvements originally approved by the Declarant or the Architectural Review Committee; unless the Owner desires to construct improvements differing from those so approved, in which event the Owner shall submit plans and specifications for the improvements to the Architectural Review Committee and obtain its approval prior to commencing the repair, restoration or replacement.

(b) If any Owner of an improved Lot fails to maintain the insurance required by Section 9.5 of this Article, the Association may, but shall not be obligated to, obtain such insurance and pay any premiums required in connection with obtaining such insurance. Such Owner shall be personally liable to the Association for any costs incurred by the Association in obtaining such insurance, to the same extent as such Owner is liable for assessments levied against its Lot, and, upon the failure of the Owner to pay such costs within ten (10) days after such Owner's receipt of a written demand therefor from the Association, the Association may establish a lien therefor upon the Owner's Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

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ARTICLE X - RIGHTS OF MORTGAGEES

10.1 **GENERAL**.

(a) Regardless of whether a Mortgagee in possession of a Lot is its Owner, (i) such Mortgagee in possession shall have all of the rights under the provisions of this Declaration, the Plat, the Articles of Incorporation, the By-Laws and applicable law, which would otherwise be held by such Owner, subject to the operation and effect of anything to the contrary contained in its Mortgage, and (ii) the Association and each other Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in possession as if it were the Owner thereof.

(b) Any Mortgagee in possession of a Lot shall (subject to the operation and effect of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and applicable law) bear all of the obligations under the provisions thereof which are borne by its Owner; provided, that nothing in the foregoing provisions of this Section shall be deemed in any way to relieve any Owner of any such obligation, or of any liability to such Mortgagee on account of any failure by such Owner to satisfy any of the same.

10.2 **INSPECTION; STATEMENT AND NOTICE**. A Mortgagee shall, upon delivery of a written request to the Association, be entitled to

(a) inspect the Association's books and records during normal business hours;

(b) receive an annual financial statement of the Association within ninety (90) days after the end of any fiscal year of the Association;

(c) be given timely written notice of all meetings of the Membership, and designate a representative to attend all such meetings;

(d) be given timely written notice of the occurrence of any substantial damage to or destruction of the Common Area, or if the Common Area is made the subject of any condemnation or eminent domain proceeding or the acquisition thereof is otherwise sought by any condemning authority; and

(e) be given timely written notice by the Association of failure to pay assessments by the Owner of such Mortgagee's Lot which is not cured within thirty (30) days after such default commences, but the failure to give such notice shall not affect the validity of the lien for any assessments levied pursuant to this Declaration.

10.3 **APPROVAL BY FEDERAL HOUSING ADMINISTRATION AND VETERANS ADMINISTRATION**. Until the Class B membership terminates pursuant to the provisions of Article IV, Section 4.3, the consent or approval of the Federal Housing Administration, the Veterans Administration and/or the Department of Housing and Urban Development shall be obtained with respect to any of the following actions taken while a Mortgage is in effect which is insured by such entity:

(a) a dedication of any portion of the Common Area to public use;

(b) an amendment of this Declaration; and

(c) annexation of additional properties.

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ARTICLE XI – MISCELLANEOUS

11.1 **TERM**. This Declaration shall run with the land and shall be binding for a period of thirty (30) years from the date this Declaration is recorded, after which time this Declaration shall automatically be extended for successive periods of ten (10) years each unless and until an instrument has been recorded, by which this Declaration, in whole or in part, is amended, modified or revoked pursuant to the provisions of Section 11.9.

11.2 **ENFORCEMENT**.

(a) Enforcement of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages, or both. In acquiring title to any Lot in the Community, the purchaser or purchasers violating or attempting to violate any covenant, agree to reimburse the Association and/or any Owners for all costs and expenses for which it or they may be put as a result of the said violation or attempted violation, including but not limited to, court costs and attorneys' fees.

(b) These Covenants shall inure to the benefit of and be enforceable by the Association or by the Owner(s) of any land included in the Community and their respective legal representatives, successors and assigns, and all persons claiming by, through or under them.

11.3 **NO WAIVER**. The failure or forbearance by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11.4 **INCORPORATION BY REFERENCE ON RESALE**. In the event any Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall be deemed to contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration, whether or not the deed actually so states.

11.5 **NOTICES**. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage paid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

11.6 **NO DEDICATION TO PUBLIC USE**. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Area by any public or municipal agency, authority or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Area.

11.7 **SEVERABILITY**. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

11.8 **CAPTIONS AND GENDERS**. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

11.9 **AMENDMENT**.

(a) For so long as there is a Class B membership of the Association, this Declaration may be amended by an instrument in writing, signed and acknowledged by the Declarant and by the President or Vice-President and Secretary or Assistant Secretary of the Association after approval of the amendment at a meeting of the Association duly called for such purpose. The vote (in person or by proxy) or written consent of at least two-thirds (2/3) of the Association shall be required to add to, amend,

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revise or modify this Declaration. Following the lapse of the Class B membership in the Association, as provided in Article IV hereof, this Declaration may be amended by an instrument in writing, signed and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association with the approval, in the manner set forth above, of at least two-thirds (2/3) of the Class A members of the Association at a meeting of the Association duly called for such purpose.

(b) An amendment or modification shall be effective when executed by the President or Vice-President and Secretary or Assistant Secretary of the Association who shall certify that the amendment or modification has been approved as herein above provided. The amendment shall be recorded in the Recorder's Office of Davis County. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording. For the purpose of recording such instrument, each Owner, other than the Declarant, hereby grants to the president or Vice-President and Secretary or Assistant Secretary of the Association an irrevocable power of attorney to act for and on behalf of each and every Owner in certifying, executing and recording said instrument. Notwithstanding anything to the contrary contained herein, in no event may any of Declarant's rights or privileges under the Articles of Incorporation or By-Laws of the Association or this Declaration be terminated, altered or amended without Declarant's prior written consent.

11.10 **REQUIREMENTS TO TAKE LEGAL ACTIONS.** Notwithstanding the foregoing, neither the Community Association nor any person acting or purporting to act on its behalf shall (a) file or otherwise commence, or prosecute, in any jurisdiction whatsoever, any (i) civil, criminal or administrative proceeding in or with any court or administrative body or officer, or (ii) appeal of or objection to any decision or other action made or taken by any court or administrative body or officer, in any judicial or administrative proceeding, or (b) testify or submit evidence (except where required by law, subpoena or formal order of such court, administrative body or officer), or otherwise take a formal position on any issue under consideration, in any such proceeding or appeal, in all cases until such action is approved in writing by, or by the vote of, both Members entitled to cast at least seventy-five percent (75%) of the votes held by all Owners other than Declarant, and at least seventy-five percent (75%) of the votes of Class B Member. Nothing in this Subsection shall apply to a civil or administrative proceeding which the Community Association commences or prosecutes with a court or administrative body or officer (a) to collect an Assessment, or enforce or foreclose a lien securing an Assessment, (b) otherwise to enforce the Community Association's rights or another person's obligations under the Declaration, Community Bylaws or Community Articles on account of a default or otherwise or (c) any action taken by the Declarant at any time or action undertaken by the Architectural Committee during the Development Period.

11.11 **ENVIRONMENTAL CONSIDERATION**. 3.93 acres of land within the Property as defied on the Plat **(Exhibit A)** as Lot numbers 9, 10 and 11 owned by The Thomas and Jeanette Williams Family Trust were impacted by an oil spill in 1991. Studies recently completed by Wasatch Environmental clearly indicate that no health risk is associated with the property, however because of levels of impacted soils below grade, this property is not ready to be built upon. The three lots impacted may only be used for agricultural uses until such a time as the Department of Environmental Quality issues a letter identifying that these lots have been cleaned to residential standards and that homes may be built upon them. The agricultural uses may include grazing of horses and or cultivation of hay. While the Trust or any future owner of Lots 9-11 will be responsible for the maintenance of the 3 Lots along with any contiguous sidewalk and landscaping, they are not responsible for the development activities spelled out in this agreement. Only Kinross Estates LLC, The Developer, is responsible for the fulfillment of this development agreement.

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WITNESS the hand and seal of the Declarant hereto on the day herein above first written.

WITNESS/ATTEST:

DECLARANT:
KINROSS ESTATES, LLC
By: Hamlet Homes IV Corporation
Its Manager

_____

By: _____
Barry Gittleman, President

STATE OF UTAH, COUNTY OF SALT LAKE, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____ 2017 before, me, the subscriber, a Notary Public of the State of Utah, personally appeared Barry Gittleman, known to me or suitably proven, who acknowledged himself to be the President of Hamlet Homes IV Corporation, the Manager of Kinross Estates, LLC, the Declarant named in the foregoing Declaration of Covenants, Conditions and Restrictions, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the Declarant.

AS WITNESS my hand and seal.

_____
Notary Public

My Commission Expires: _____

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CONSENT AND AGREEMENT OF TRUSTEE AND BENEFICIARY

TBD, LLC and_____are, respectively, the Trustee and the Beneficiary under that certain Deed of Trust dated _____ and recorded as Entry No. _____ in Book _____ at Pages _____ of the Official Records of Davis County, Utah hereby join in the foregoing Declaration of Covenants, Conditions and Restrictions for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real Property described in Exhibit A such to the operation and effect of such Declaration.

Nothing in the foregoing provisions of this Consent and Agreement of Trustee and Beneficiary shall be deemed in any way to create between the person named in such Declaration as "the Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the Trustee and Beneficiary have executed and sealed this Consent and Agreement of Trustee and Beneficiary or caused it to be executed and sealed on its behalf by its duly authorized representatives, this _____ day of _____ 2017.

WITNESS/ATTEST:

_____

TRUSTEE: TBD

_____(SEAL)
By:
Its: _____

WITNESS/ATTEST:

_____

BENEFICIARY: TBD

_____(SEAL)
By:
Its: _____

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STATE OF UTAH: COUNTY OF _____: TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2017, before me, a Notary Public for the state aforesaid, personally appeared_____, _____ known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it on behalf of the Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

_____
Notary Public

My commission expires on _____

STATE OF UTAH, COUNTY OF _____: TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2017, before me, a Notary Public for the state aforesaid, personally appeared_____, _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he/she has executed it as Beneficiary for the purposes therein set forth, and that it is his/her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

_____
Notary Public

My commission expires on _____

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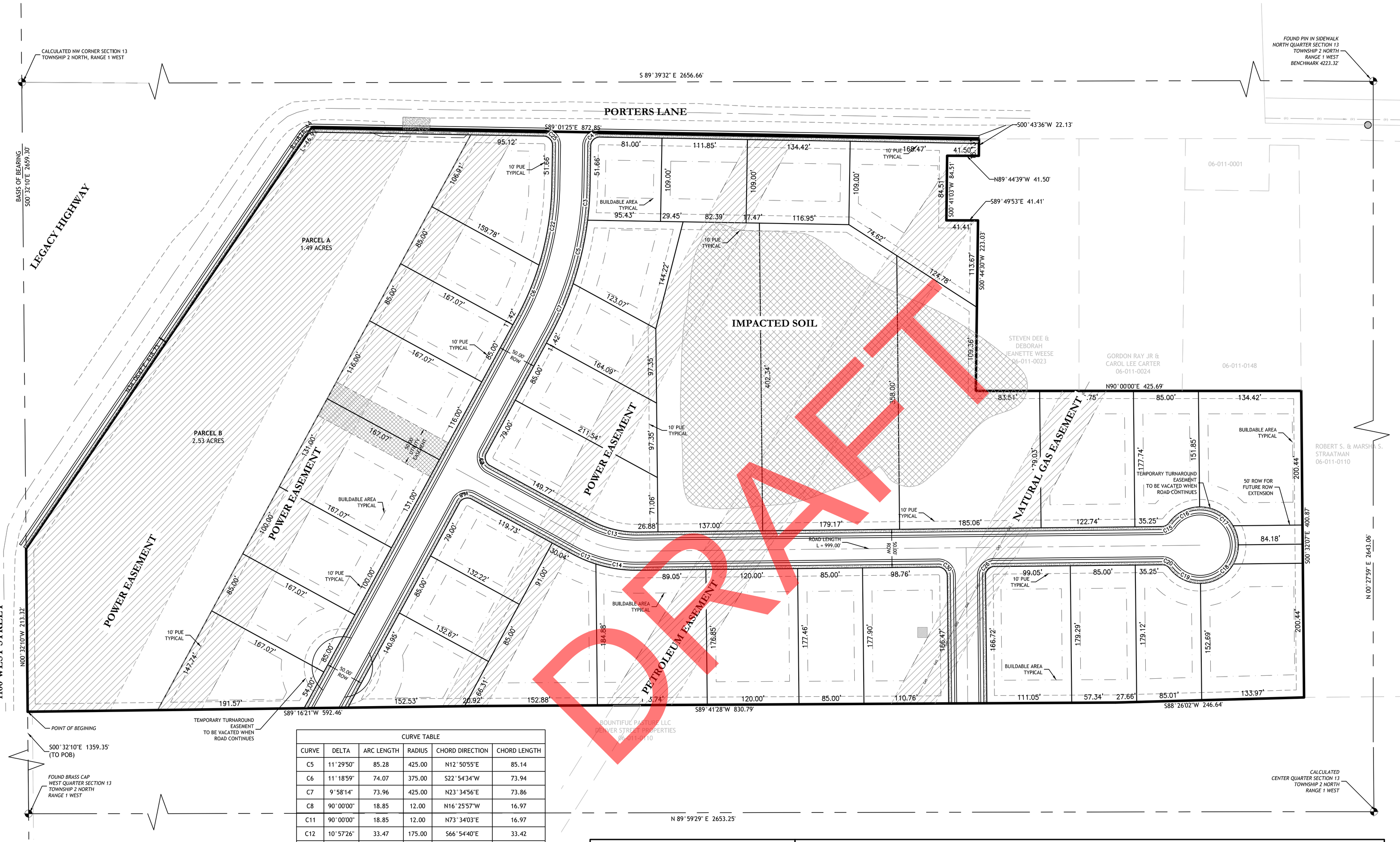
EXHIBIT A
Preliminary Plat



CURVE TABLE					
CURVE	DELTA	ARC LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C5	11°29'50"	85.28	425.00	N12°50'55"E	85.14
C6	11°18'59"	74.07	375.00	S22°54'34"W	73.94
C7	9°58'14"	73.96	425.00	N23°34'56"E	73.86
C8	90°00'00"	18.85	12.00	N16°25'57"W	16.97
C11	90°00'00"	18.85	12.00	N73°34'03"E	16.97
C12	10°57'26"	33.47	175.00	S66°54'40"E	33.42
C13	29°10'11"	63.64	125.00	N76°01'02"W	62.95
C14	18°12'45"	55.63	175.00	S81°29'46"E	55.39
C15	53°21'39"	11.18	12.00	S62°43'03"W	10.78
C16	53°21'39"	46.57	50.00	S62°43'03"W	44.90
C17	90°00'00"	78.54	50.00	N45°36'08"W	70.71
C18	90°00'00"	78.54	50.00	N44°23'52"E	70.71
C19	53°21'39"	46.57	50.00	S63°55'19"E	44.90
C20	53°21'39"	11.18	12.00	S63°55'19"E	10.78

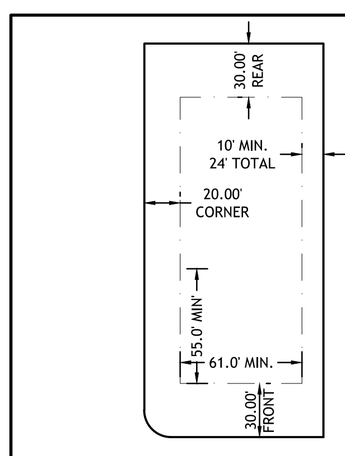
BASIS OF BEARING

NORTH 00°32'10" WEST, BEING THE BEARING OF THE SECTION LINE BETWEEN A FOUND BRASS CAP MONUMENT AT WEST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST AND A CALCULATED MONUMENT AT NORTHWEST CORNER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST

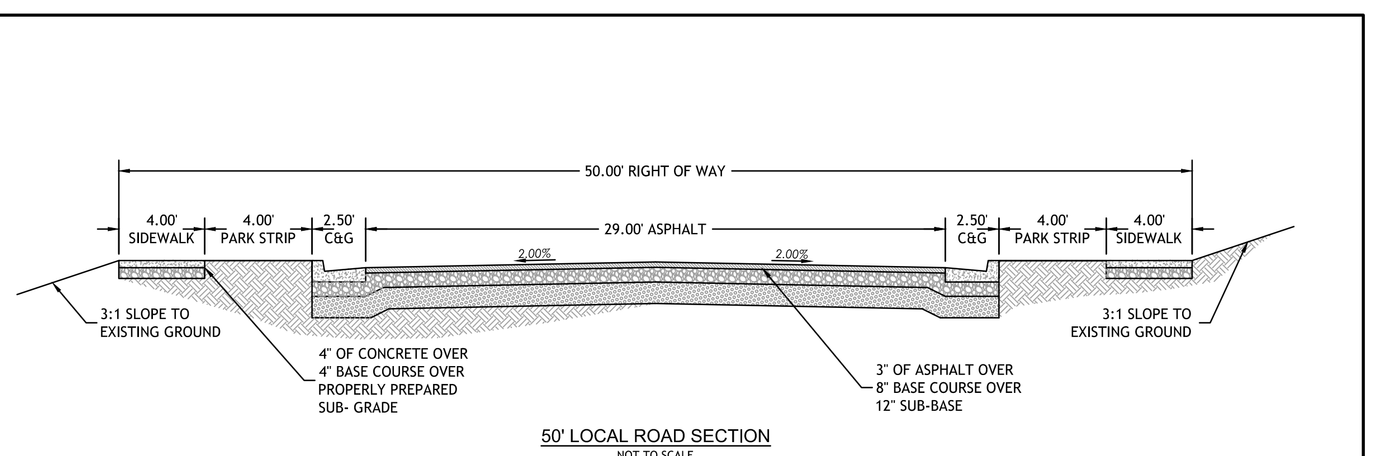
BOUNDARY DESCRIPTION

BEGINNING AT A POINT ALONG THE SECTION LINE N00°32'10"W 1359.35 FEET FROM THE WEST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID SECTION LINE N00°32'10"W 213.32 FEET, THENCE N34°06'47"E 618.73 FEET, THENCE A DISTANCE OF 46.92 FEET ALONG AN ARC OF A 1,826.44 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N34°53'14"E A DISTANCE OF 46.92 FEET), THENCE S89°01'25"E 872.85 FEET, THENCE S00°43'36"W 22.13 FEET, THENCE N89°44'39"W 41.50 FEET, THENCE S00°41'03"W 84.51 FEET, THENCE S89°49'53"E 41.41 FEET, THENCE S00°44'30"W 223.03 FEET, THENCE N90°00'00"E 425.69 FEET, THENCE S00°32'07"E 400.87 FEET, THENCE S88°26'02"W 246.64 FEET, THENCE S89°41'28"W 830.79 FEET, THENCE S89°16'21"W 592.46 FEET TO THE POINT OF BEGINNING.

CONTAINS 23.01 ACRES IN AREA



TYPICAL LOT SETBACK DETAIL
NOT TO SCALE



50' LOCAL ROAD SECTION
NOT TO SCALE

C:\Users\Nick\Dropbox\EDM\Projects\Kinross Estates\Drawings\2.Preliminary Plat.dwg

EDM Partners
3980 S. 700 E., # 22 Salt Lake City, UT 84107
(801) 201-7494 www.edmllc.net

SCALE: 1"=60'
0 30 60 120 180

DEVELOPER:
Hamlet Development
308 East 4500 South, Suite 200
Murray, UT 84107
801-281-2223

HAMLET HOMES
GREAT HOMES. GREAT PEOPLE. GREAT EXPERIENCE.

SURVEYOR'S CERTIFICATE

I, TYLER E. JENKINS DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 4938730 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS:

KINROSS ESTATES SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

NOTES

1. All sanitary sewer improvements shall conform with the standards and specifications of South Davis Sewer District
2. All culinary water improvements shall conform with the standards and specifications of West Bountiful City.
3. All improvements in the public right of way shall conform with the standards and specifications of West Bountiful City.
4. All private improvements shall conform to APWA standards and specifications.
5. Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.
6. Typical setbacks are:
   - Front: 30'
   - Rear: 30'
   - Side Interior: 10' min. 24' total
   - Side Corner: 20'
7. Impacted soils information based upon a site map from Tesoro Logistics identified with project number K014TSMP5.

PROJECT STATISTICS

Total Area	23.01 Acres
Total Lots	34 (1.48 per acre)

PROFESSIONAL ENGINEER No. 369611 NICHOLAS M. MINGS 9/29/17 STATE OF UTAH

Kinross Estates

Preliminary Plat

PROJECT:	1770
DRAWN BY:	NMM
REVIEWED BY:	PMD
REVISIONS:	
No. DATE	REMARKS

DATE: September 29, 2017

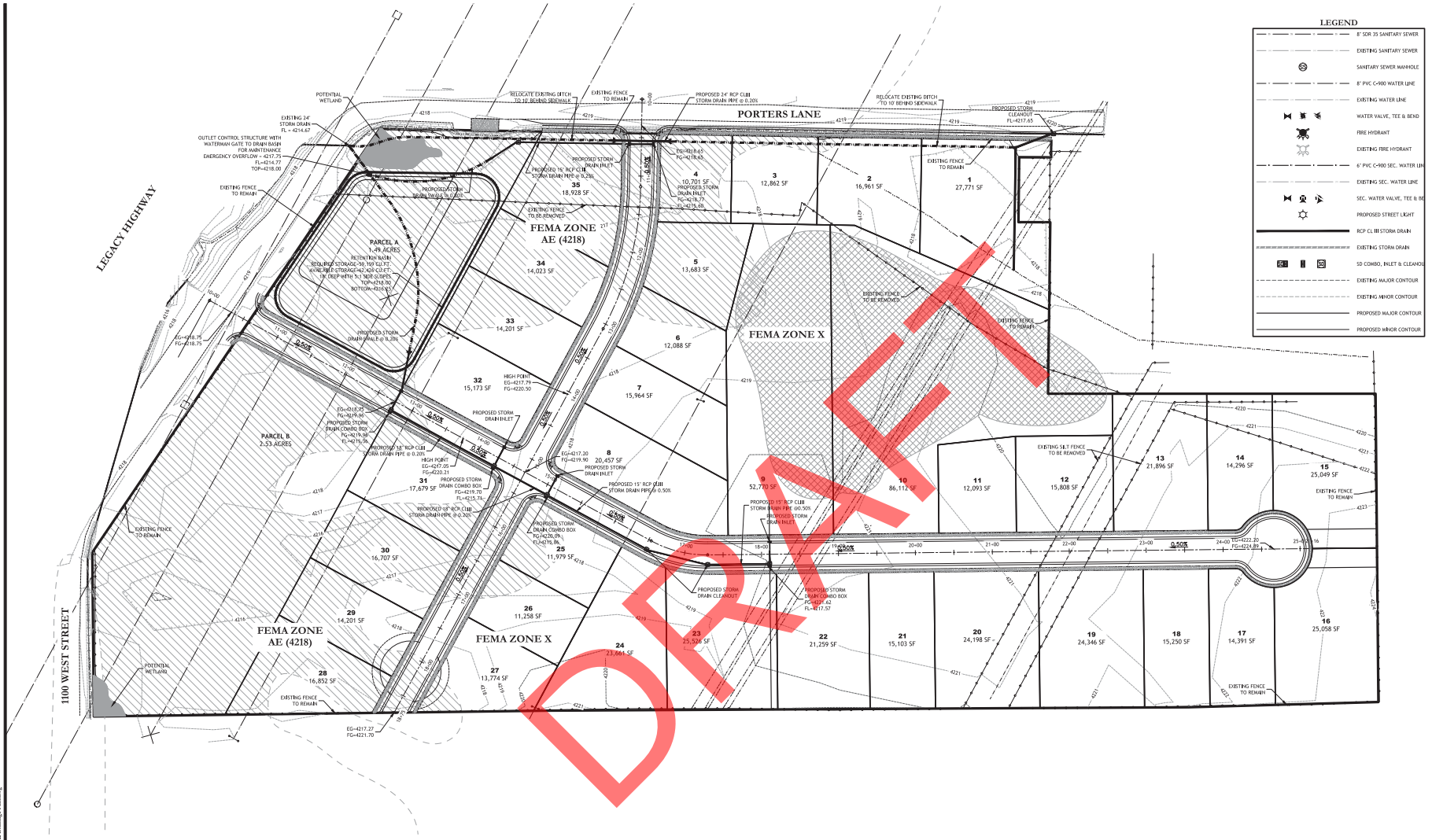
SHEET NUMBER: **O-2**

EXHIBIT B

Budget

ADD BUDGET

EXHIBIT C
Drainage Plan



DRAFT

LEGEND

- 8" SDR 35 SANITARY SEWER
- EXISTING SANITARY SEWER
- SANITARY SEWER MANHOLE
- 8" PVC C-900 WATER LINE
- EXISTING WATER LINE
- WATER VALVE, TEE & BEND
- FIRE HYDRANT
- EXISTING FIRE HYDRANT
- 6" PVC C-900 SEC. WATER LINE
- EXISTING SEC. WATER LINE
- SEC. WATER VALVE, TEE & BE
- PROPOSED STREET LIGHT
- RCP CL III STORM DRAIN
- EXISTING STORM DRAIN
- SD COMBO, INLET & CLEANOU
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR

EDM Partners
3980 S. 700 E., # 22 Salt Lake City, UT 84107
(801) 201-7494 www.edmllc.net

SCALE: 1"=60'

0 30 60 120 180

DEVELOPER:
Hamlet Development
308 East 4500 South, Suite 200
Murray, UT 84107
801-281-2223

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4. All private improvements shall conform to APWA standards and specifications.
5. Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.

Kinross Estates

Overall Grading & Drainage Plan

PROJECT:	1770
DRAWN BY:	NMM
REVIEWED BY:	PMD
REVISIONS:	
No. DATE	REMARKS

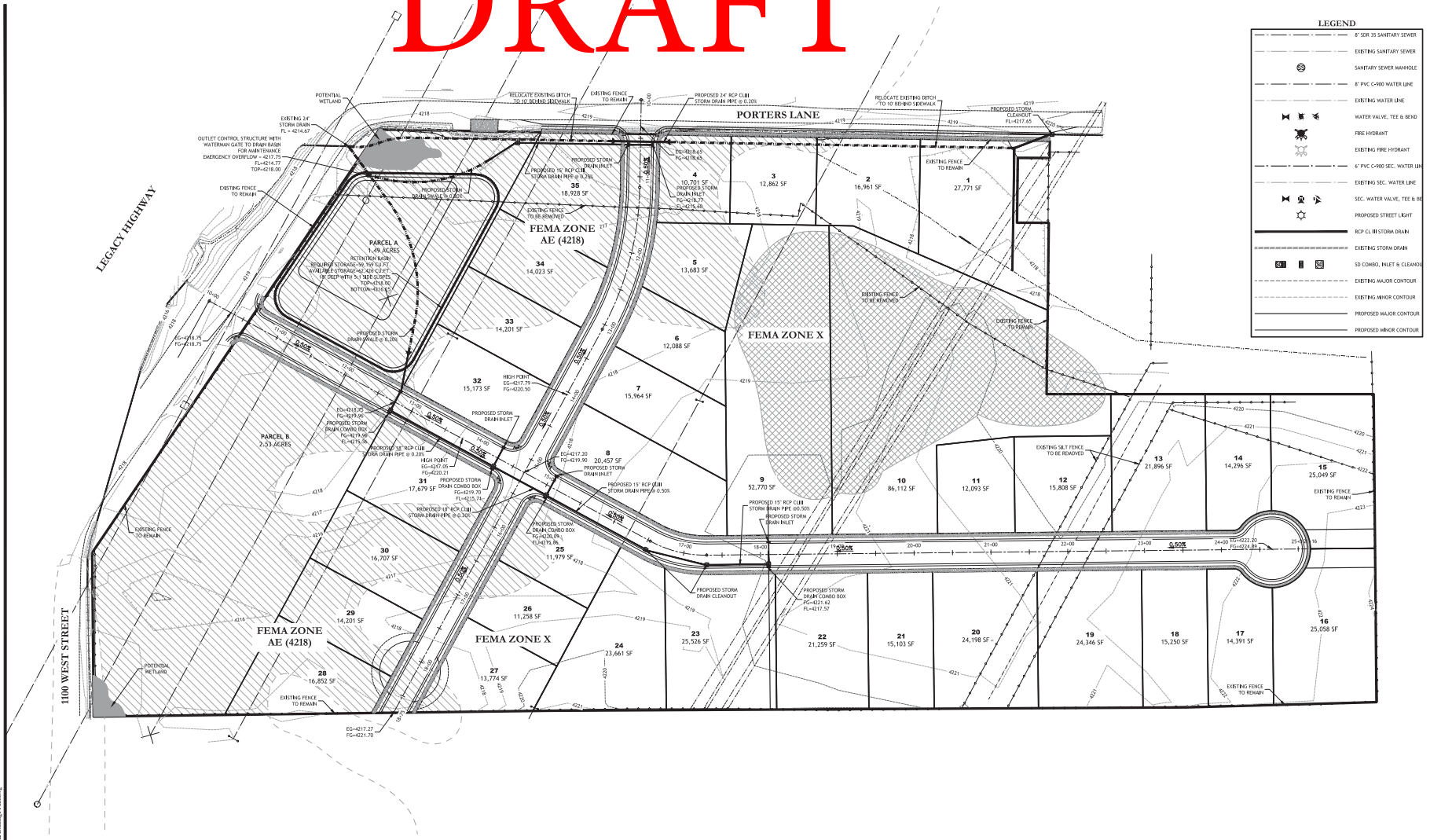
DATE: July 13, 2017

SHEET NUMBER: O-4

C:\Users\Nick\Dropbox\EDM Projects\Kinross Estates\Drawings\A Overall Grading & Drainage Plan.dwg

Exhibit E
Drainage/Grading Plan

DRAFT



LEGEND

- 8" SDR 35 SANITARY SEWER
- EXISTING SANITARY SEWER
- SANITARY SEWER MANHOLE
- 8" PVC C-900 WATER LINE
- EXISTING WATER LINE
- WATER VALVE, TEE & BEND
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- EXISTING FIRE HYDRANT
- 6" PVC C-900 SEC. WATER LINE
- EXISTING SEC. WATER LINE
- SEC. WATER VALVE, TEE & BE
- PROPOSED STREET LIGHT
- RCP CL III STORM DRAIN
- EXISTING STORM DRAIN
- SD COMBO, INLET & CLEANOU
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR

EDM Partners
3980 S. 700 E., # 22 Salt Lake City, UT 84107
(801) 201-7494 www.edmllc.net

SCALE: 1"=60'

0 30 60 120 180

DEVELOPER:

Hamlet Development
308 East 4500 South, Suite 200
Murray, UT 84107
801-281-2223

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Kinross Estates

Overall Grading & Drainage Plan

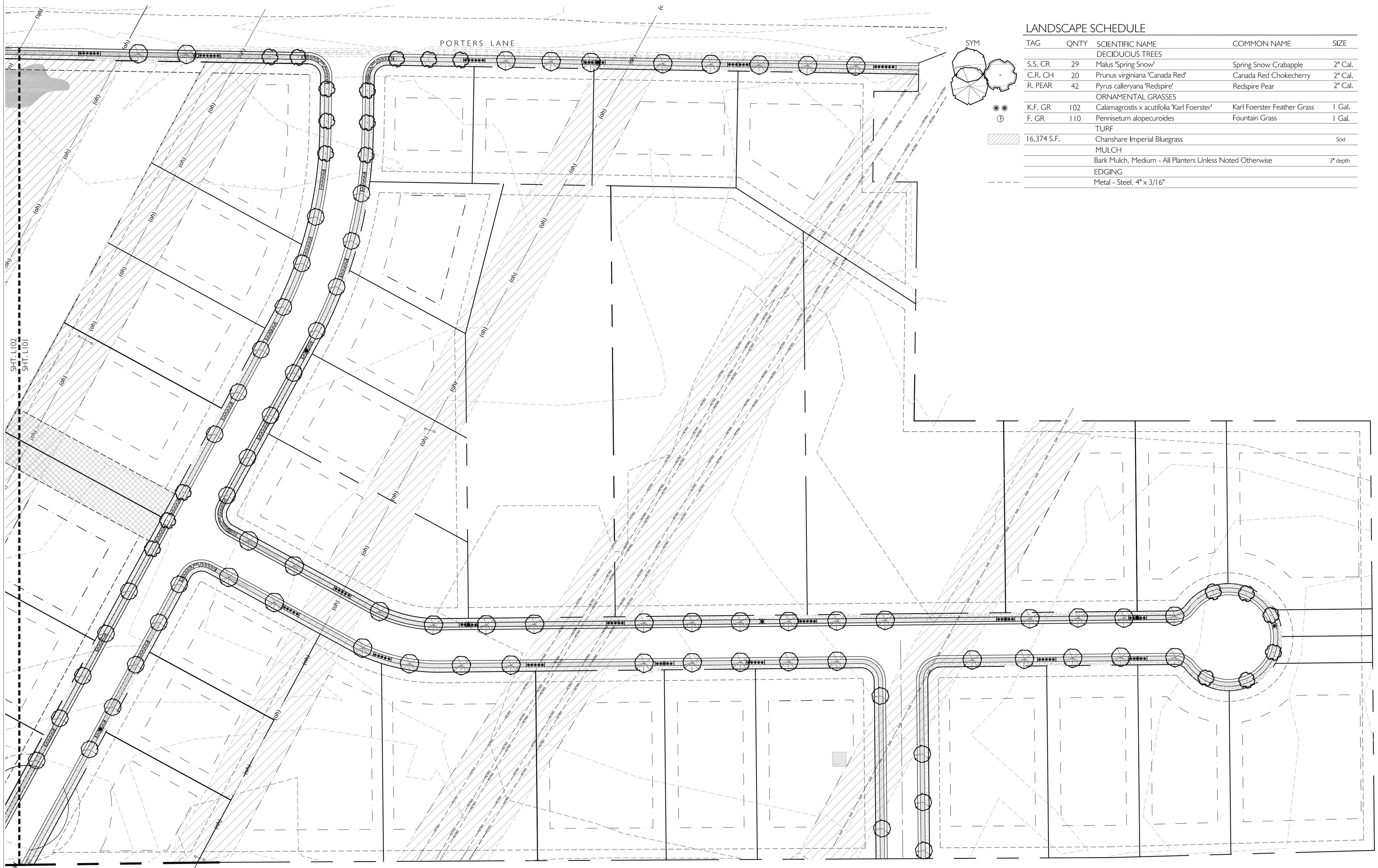
PROJECT:	1770
DRAWN BY:	NMM
REVIEWED BY:	PMD
REVISIONS:	
No. DATE	REMARKS

DATE: July 13, 2017

SHEET NUMBER: **O-4**

C:\Users\Nick\Dropbox\EDM Projects\Kinross Estates\Drawings\A Overall Grading & Drainage Plan.dwg

Exhibit F
Landscape Plan



LANDSCAPE SCHEDULE

TAG	QNTY	SCIENTIFIC NAME	COMMON NAME	SIZE
		DECIDUOUS TREES		
S.S. CR	29	Malus 'Spring Snow'	Spring Snow Crabapple	2" Cal.
C.R. CH	20	Prunus virginiana 'Canada Red'	Canada Red Chokecherry	2" Cal.
R. PEAR	42	Pyrus calleryana 'Redspire'	Redspire Pear	2" Cal.
		ORNAMENTAL GRASSES		
K.F. GR	102	Calamagrostis x acutifolia 'Karl Foerster'	Karl Foerster Feather Grass	1 Gal.
F. GR	110	Pennisetum alopecuroides	Fountain Grass	1 Gal.
		TURF		
16,374 S.F.		Chanshare Imperial Bluegrass		Sod
		MULCH		
		Bark Mulch, Medium - All Planters Unless Noted Otherwise		3" depth
		EDGING		
		Metal - Steel, 4" x 3/16"		

A LANDSCAPE PLAN
SCALE: 1"=40'-0" NORTH

STB DESIGN
LANDSCAPE ARCHITECTURE & LAND PLANNING

POTOMAC BUSINESS CENTER
699 EAST SOUTH TEMPLE, 201D
SALT LAKE CITY, UTAH 84102
PH/TXT/MO 801.554.6146
SCOTT@STBDESIGNLLC.COM

ISSUE DESCRIP.	DATE
	10.03.2017

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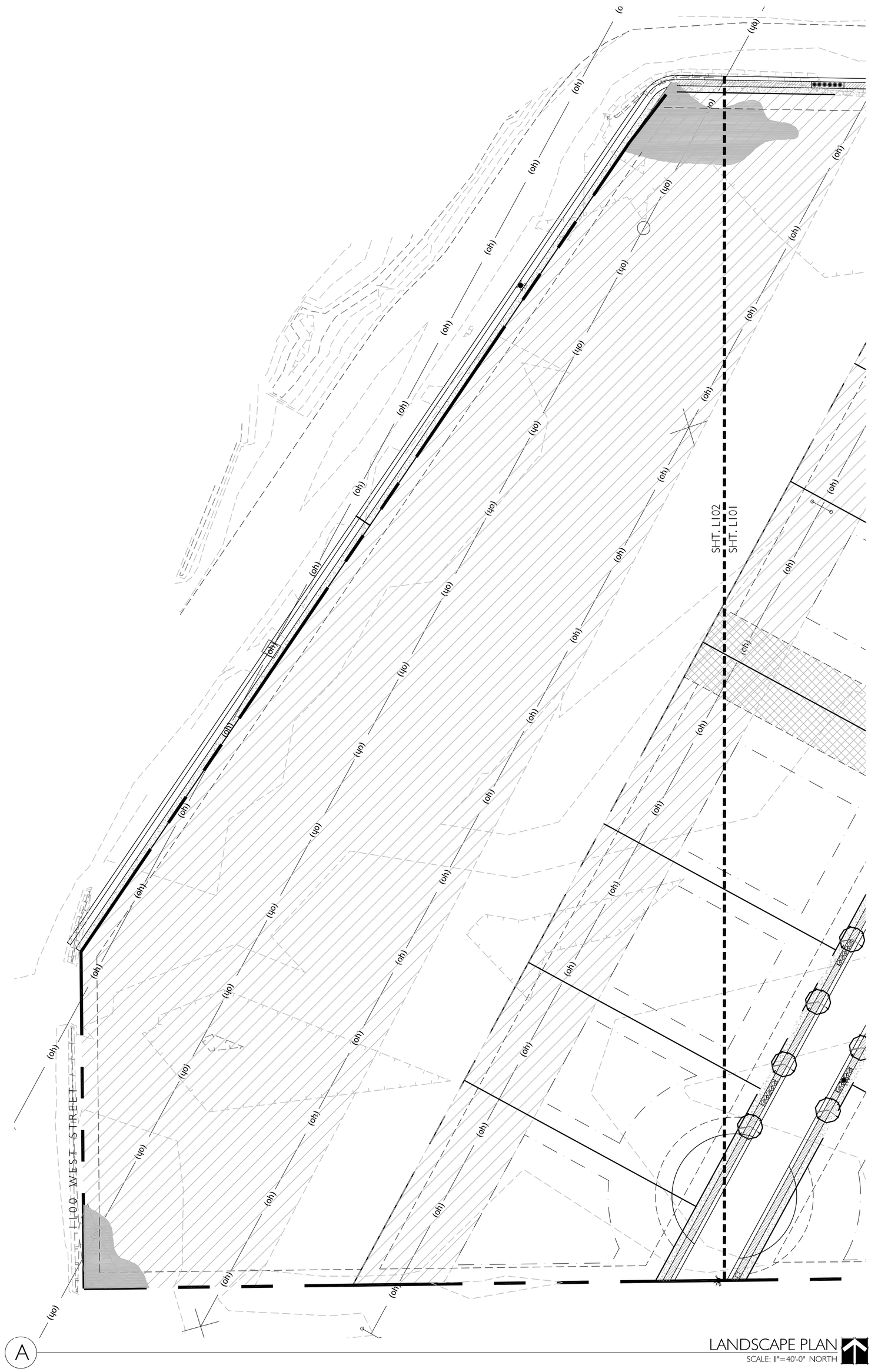
KINROSS ESTATES

1100 WEST PORTERS LANE
CENTERVILLE, UTAH

PREPARED FOR:
HAMLET HOMES
308 EAST 4500 SOUTH, SUITE 200
MURRAY, UTAH 84107

STREET PARKSTRIP LANDSCAPE PLAN

L101



A

LANDSCAPE PLAN
SCALE: 1"=40'-0" NORTH

STB DESIGN
LANDSCAPE ARCHITECTURE
& LAND PLANNING

POTOMAC BUSINESS CENTER
699 EAST SOUTH TEMPLE, 201D
SALT LAKE CITY, UTAH 84102
PH/TXT/MO 801.554.6146
SCOTT@STBDESIGNLLC.COM

ISSUE DESCRIP.	DATE
	07.12.2017

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KINROSS ESTATES

1100 WEST PORTERS LANE
CENTERVILLE, UTAH

PREPARED FOR:
HAMLET HOMES
308 EAST 4500 SOUTH, SUITE 200
MURRAY, UTAH 84107

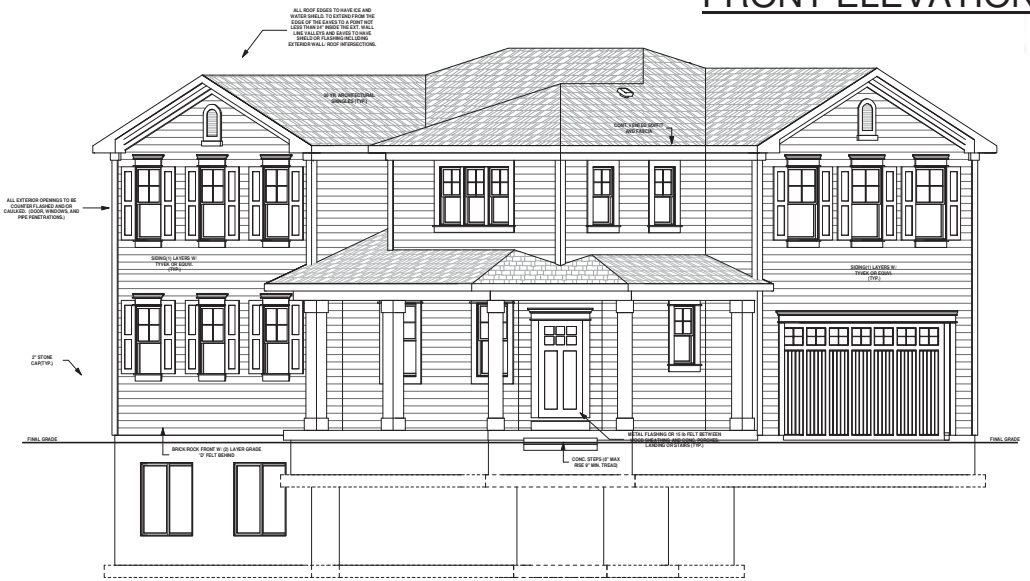
STREET PARKSTRIP
LANDSCAPE PLAN

L101

Exhibit G
Elevations

LEFT ELEVATION

FRONT ELEVATION



MASONRY CALCULATION:
2 x PERIMETER IN SQFT
REQUIRED:350 SQFT
PROVIDED:372 SQFT

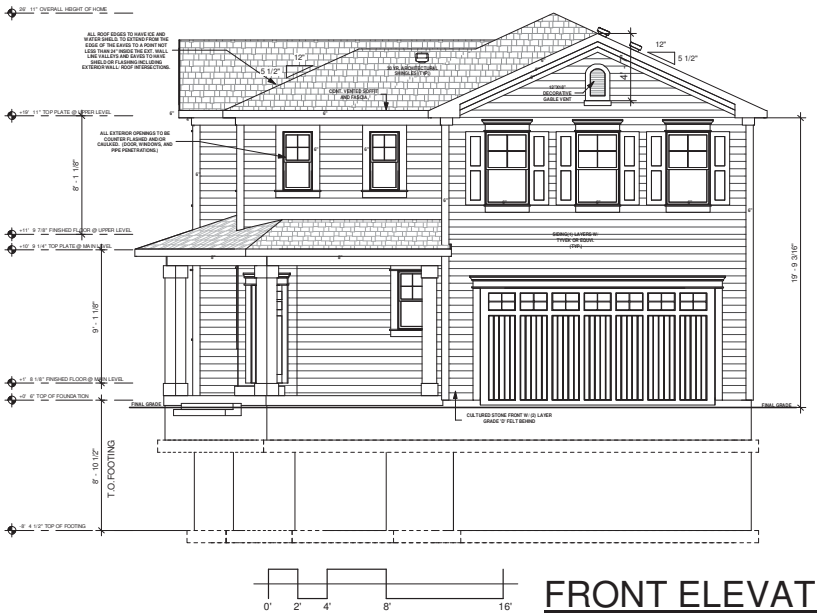
NOTE:
MAIN LEVEL WINDOW'S HEAD HEIGHT @ 7'-8" UNO

NOTE:
UPPER LEVEL WINDOW'S HEAD HEIGHT @ 7'-0" UNO

NOTE:
INSPECTIONS ARE REQUIRED FOR ALL STUCCO & EIFS SYSTEMS

NOTE:
NO MECHANICAL VENTS ON FRONT OF HOME

NOTE:
ELEVATIONS AND GRADE ARE CONCEPT ONLY. CIVIL ENGINEER MUST BE CONSULTED FOR ACCURATE SITE AND GRADING PLAN



FRONT ELEVATION

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Murray, Utah 84107 (801) 281-2223

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Skibo

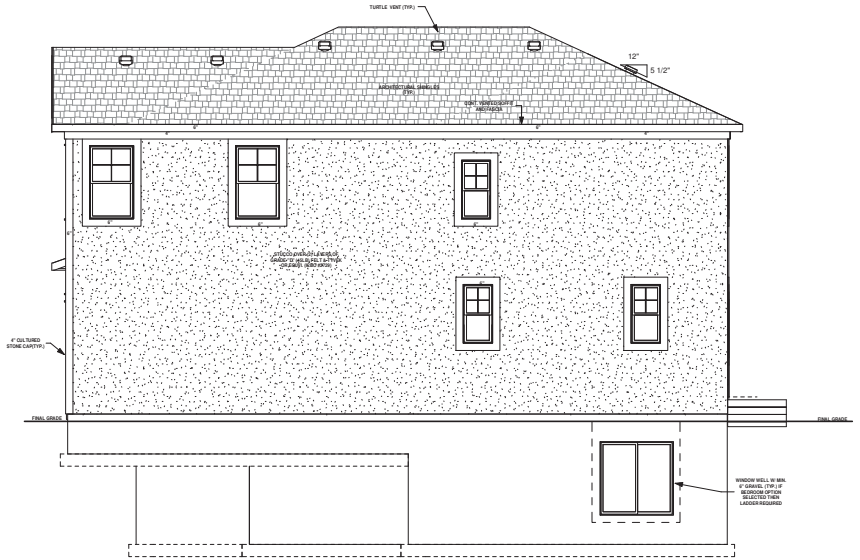
BASE

Date	Sept. 2017
Drawn by	PRH
PRINTED	9/20/2017 11:55:22 AM
Sheet	A6
of	21

LOWER LEVEL: 1052
MAIN LEVEL: 1033
UPPER LEVEL: 1471
TOTAL: 3,556

SCALE: 1/4" = 1'-0"

RIGHT ELEVATION



REAR ELEVATION

OPTIONAL FIREPLACE

NOTE:
MAIN LEVEL WINDOW'S HEAD HEIGHT @ 7'-8" UNO

NOTE:
UPPER LEVEL WINDOW'S HEAD HEIGHT @ 7'-0" UNO

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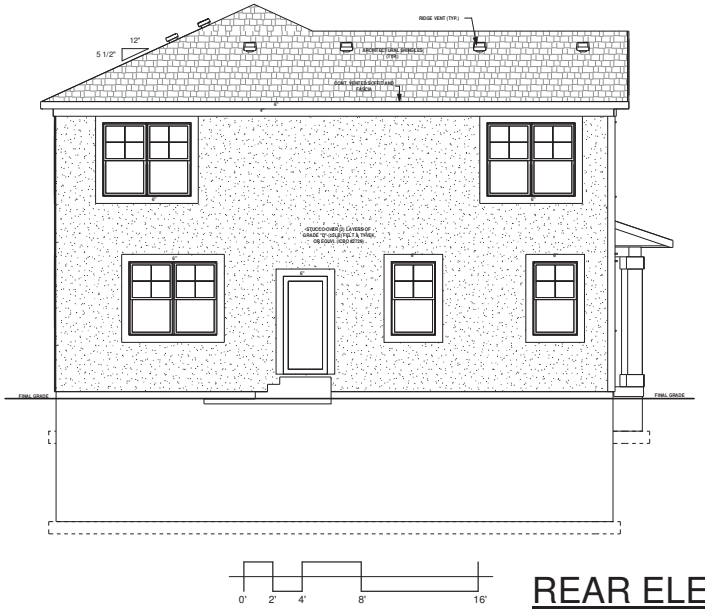

REAR ELEVATION

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Skibo

BASE

Date	Sept. 2017
Drawn by	PRH
PRINTED 9/20/2017 11:55:22 AM	
Sheet A7 of 21	LOWER LEVEL: 1052 MAIN LEVEL: 1033 UPPER LEVEL: 1471 TOTAL: 3,556
SCALE:	1/4" = 1'-0"

LEFT ELEVATION

FRONT ELEVATION

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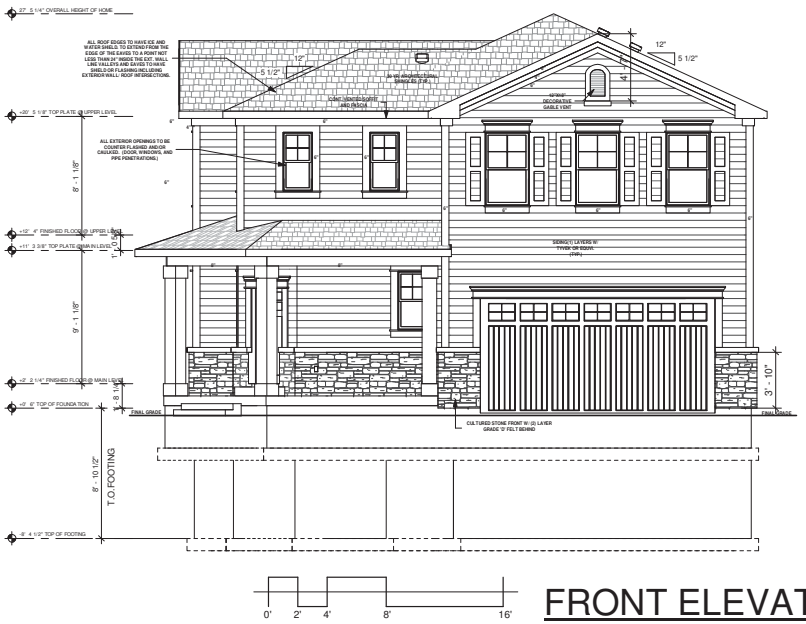

FRONT ELEVATION

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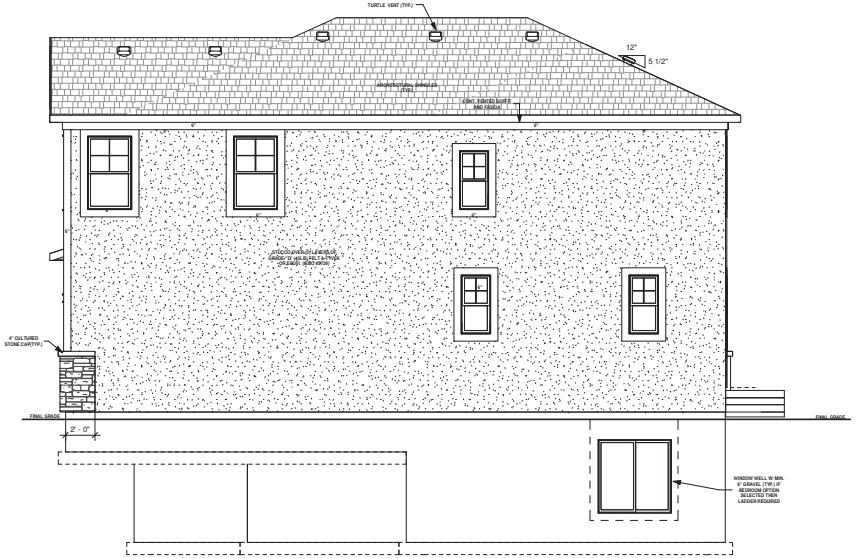
LOT ##

Date	Sept. 2017
Drawn by	PRH
PRINTED 9/20/2017 11:45:31 AM	
Sheet A6 of 21	LOWER LEVEL: 1052 MAIN LEVEL: 1033 UPPER LEVEL: 1471 TOTAL: 3,556
SCALE:	1/4" = 1'-0"

RIGHT ELEVATION



REAR ELEVATION

OPTIONAL FIREPLACE

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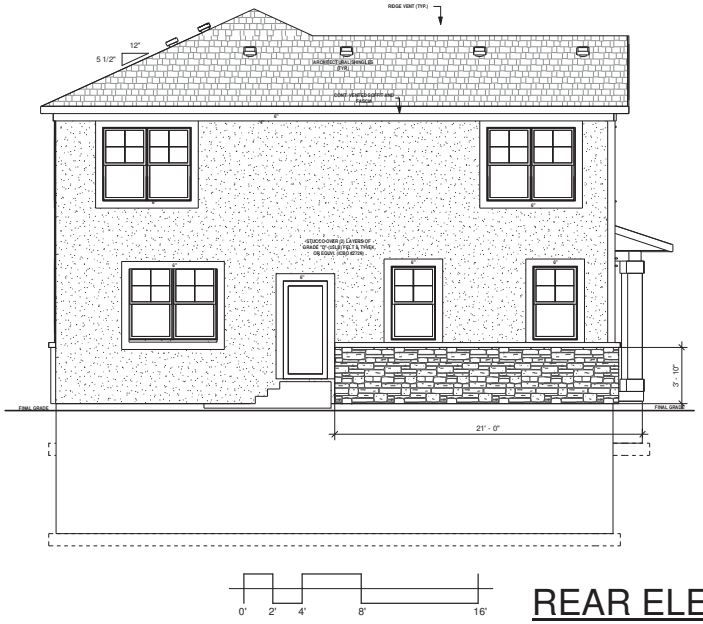

REAR ELEVATION

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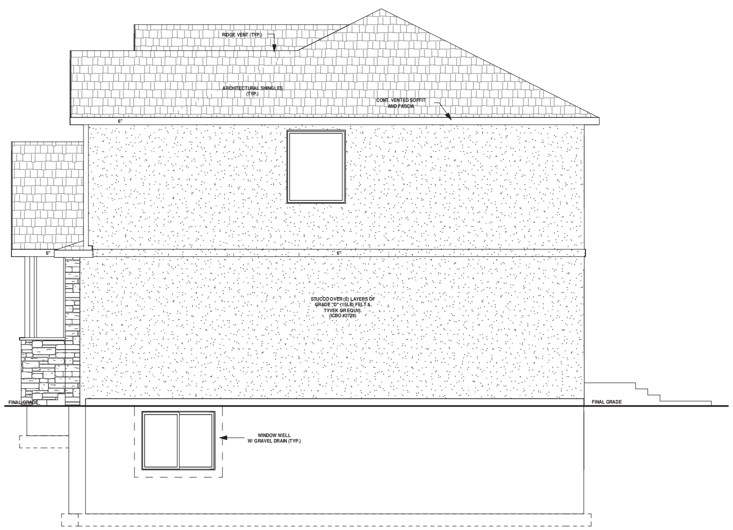
LOT ##

Date	Sept. 2017
Drawn by	PRH
PRINTED	9/20/2017 11:45:32 AM
Sheet	A7
of	21

LOWER LEVEL: 1052
MAIN LEVEL: 1033
UPPER LEVEL: 1471
TOTAL: 3,556

SCALE: 1/4" = 1'-0"

RIGHT ELEVATION



NOTE:
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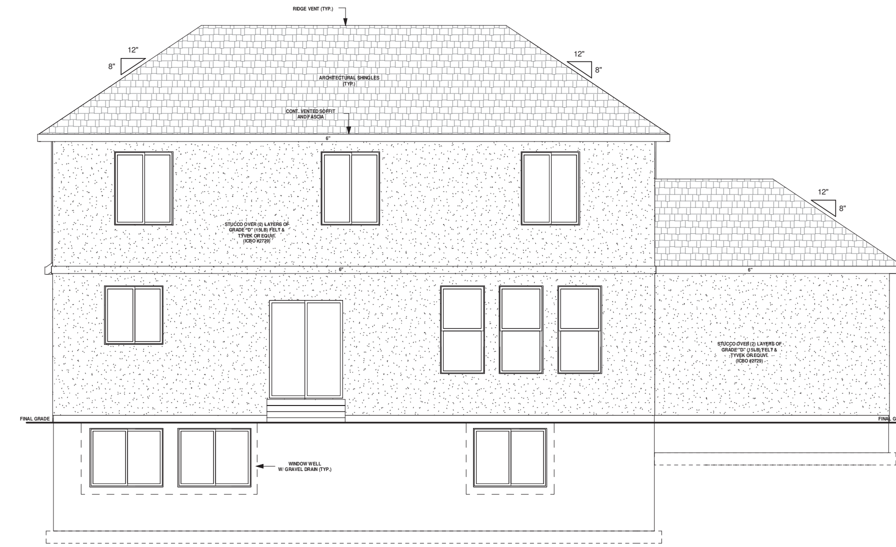
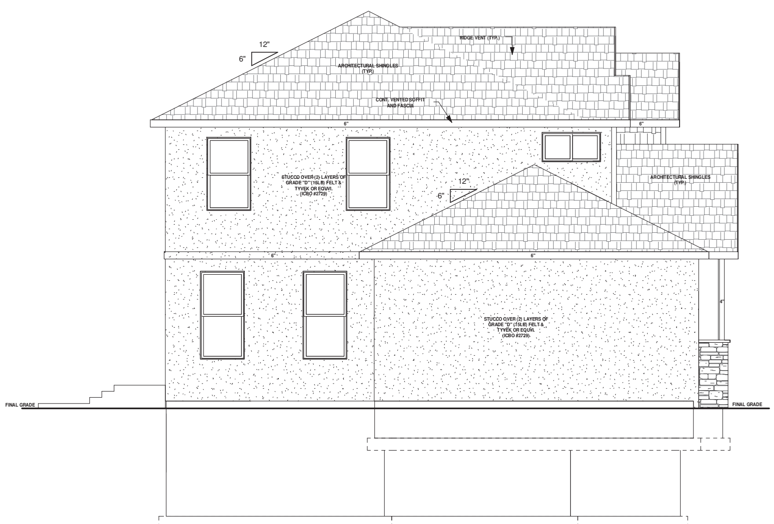
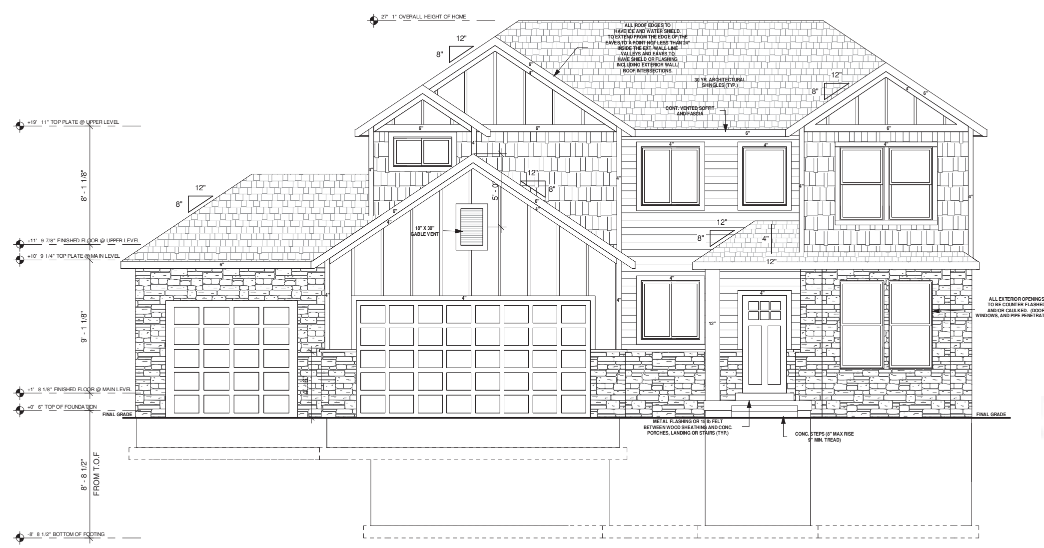


LEFT ELEVATION



REAR ELEVATION



W
WALKER HOME DESIGN
801-930-9499 office
www.walkerhomedesign.com

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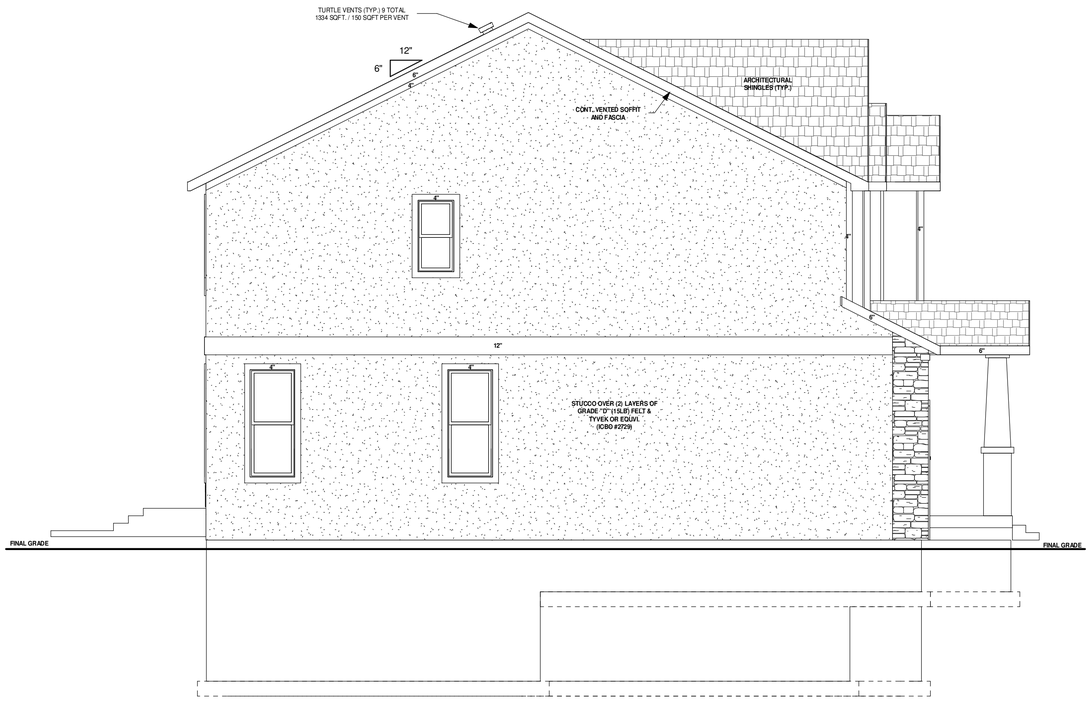
Victoria

Front Load

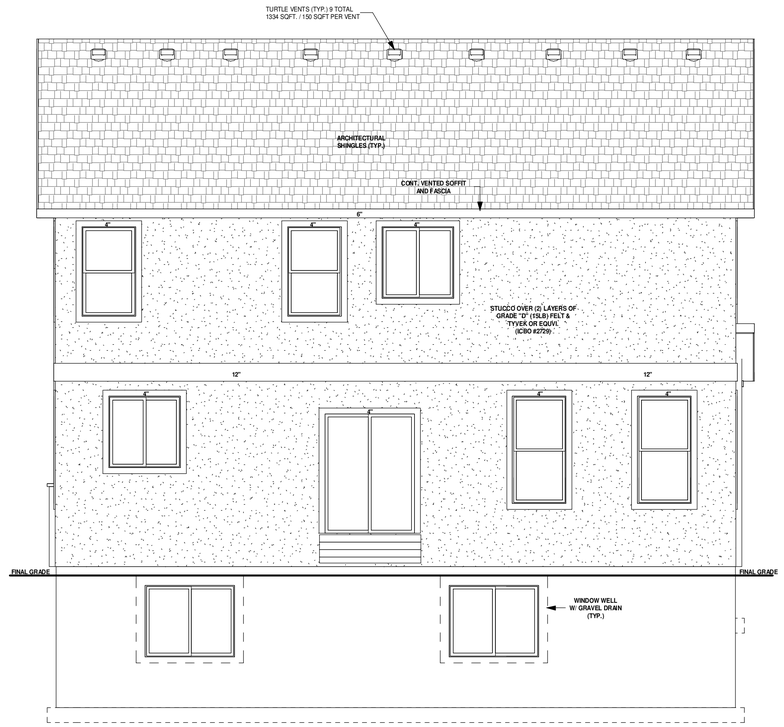
Designed for HAMLET HOMES

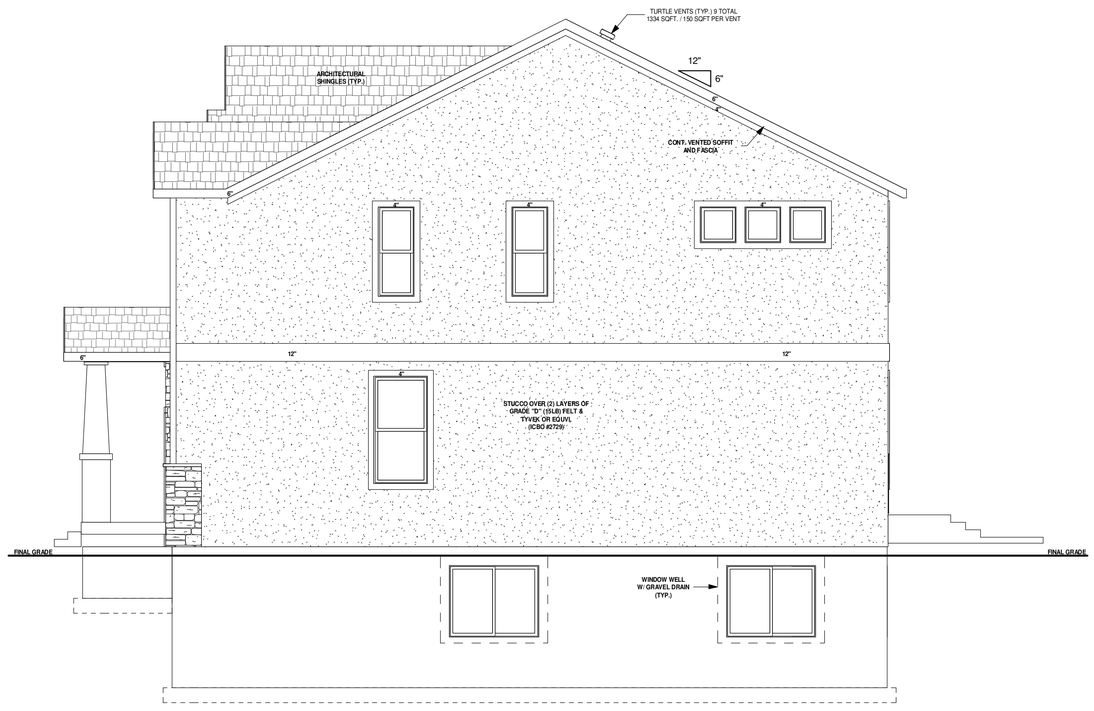
ABOVE GRADE FOOTAGE: 2,172	
Date	Feb. 2016
Drawn by	DSW
PRINTED: 9/20/2017 11:42:12 AM	
Sheet A5 of 9	FRUIT ROOM: 31 LOWER LEVEL: 901 MAIN LEVEL: 993 UPPER LEVEL: 1,179 TOTAL: 3,144
SCALE:	1/4" = 1'-0"

LEFT ELEVATION



REAR ELEVATION





NOTE:
MAIN LEVEL WINDOW'S
HEAD HEIGHT @ 7'-8" UNO

NOTE:
UPPER LEVEL WINDOW'S
HEAD HEIGHT @ 7'-0" UNO

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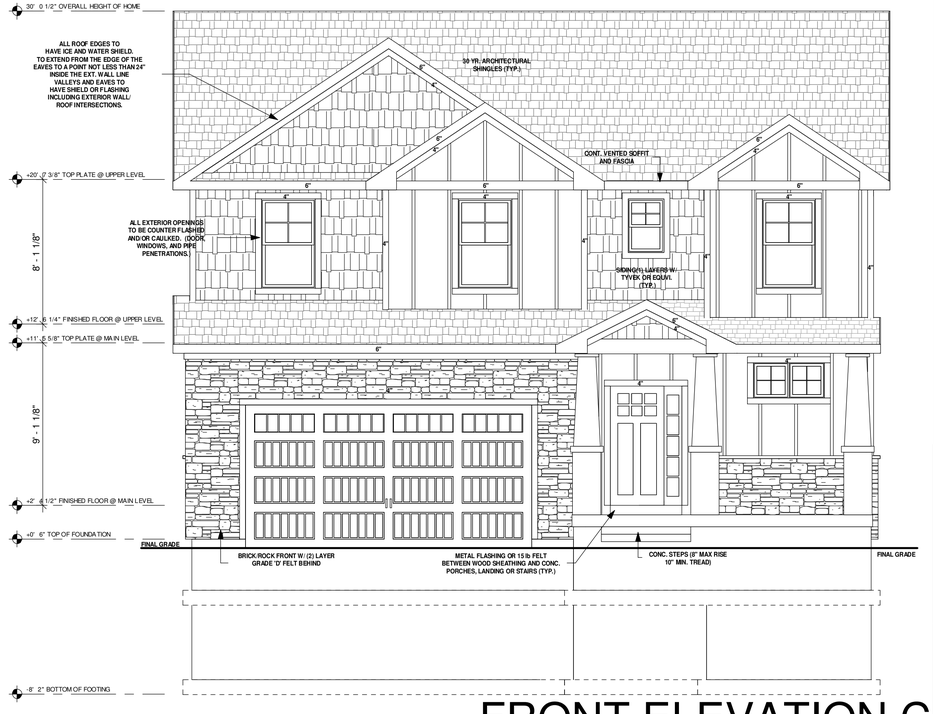
SITE AND GRADING PLAN



RIGHT ELEVATION

FRONT ELEVATION C

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Murray, Utah 84107 (801) 281-2223

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Scotty

LOT#

ABOVE GRADE FOOTAGE: 2,340

Date	MAY, 2016
Drawn by	PRH
PRINTED 10/2/2017 2:04:16 PM	
Sheet A6.0C of 22	LOWER LEVEL: 933 MAIN LEVEL: 1,027 UPPER LEVEL: 1,334 TOTAL: 3,294
SCALE:	1/4" = 1'-0"

LEFT ELEVATION

NOTE:
MAIN LEVEL WINDOW'S HEAD HEIGHT @ 7'-8" UNO

NOTE:
UPPER LEVEL WINDOW'S HEAD HEIGHT @ 7'-0" UNO

NOTE:
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NOTE:
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NOTE:
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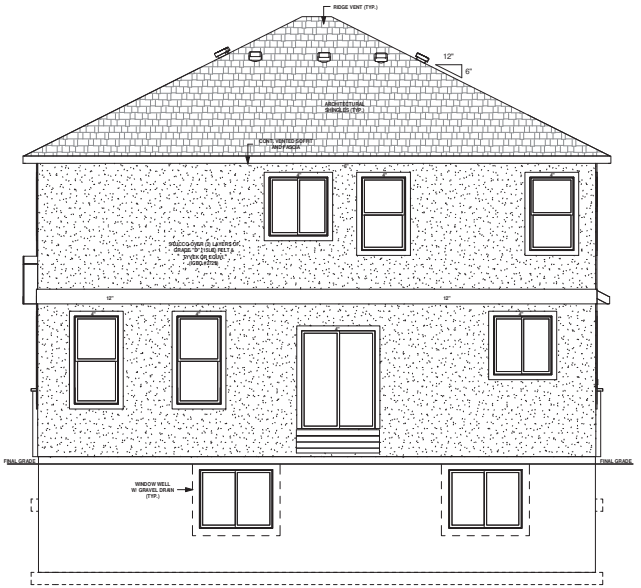
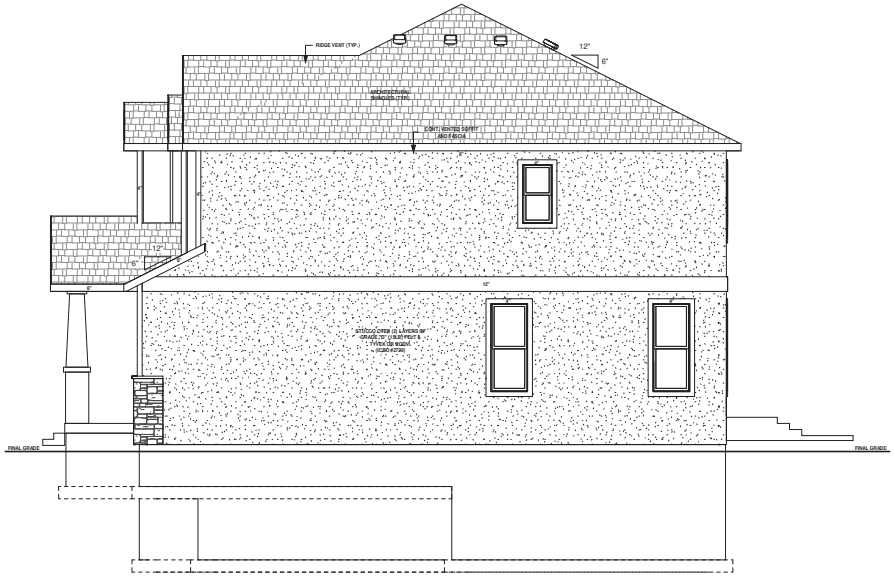
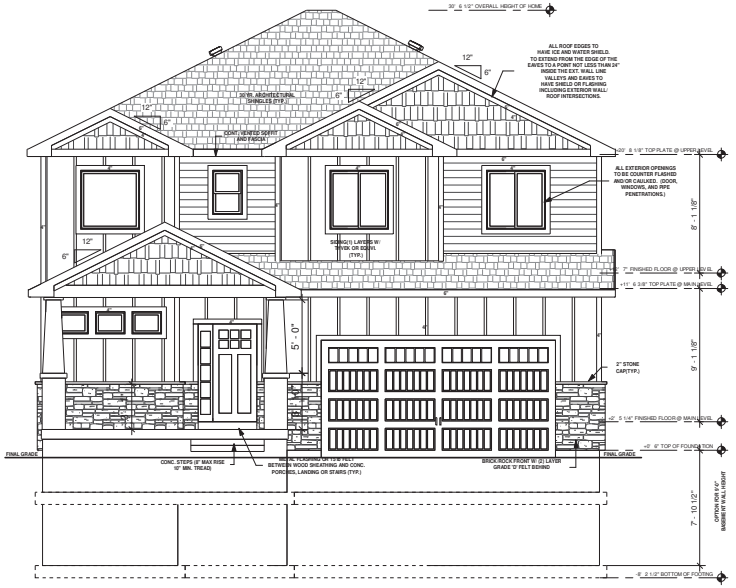
REAR ELEVATION



RIGHT ELEVATION



FRONT ELEVATION B



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Murray, Utah 84107 (801) 281-2223

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Scotty

LOT #____

ABOVE GRADE FOOTAGE: 2,340

Date MAY, 2016

Drawn by PRH

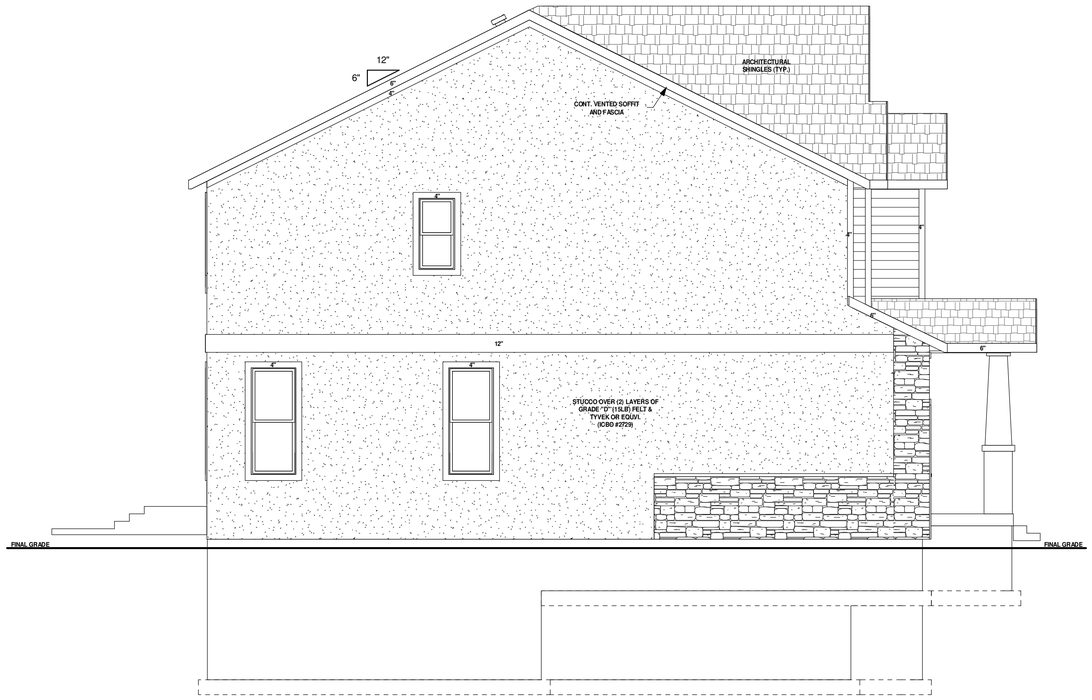
PRINTED 9/20/2017 11:51:33 AM

Sheet A6.0B of 22

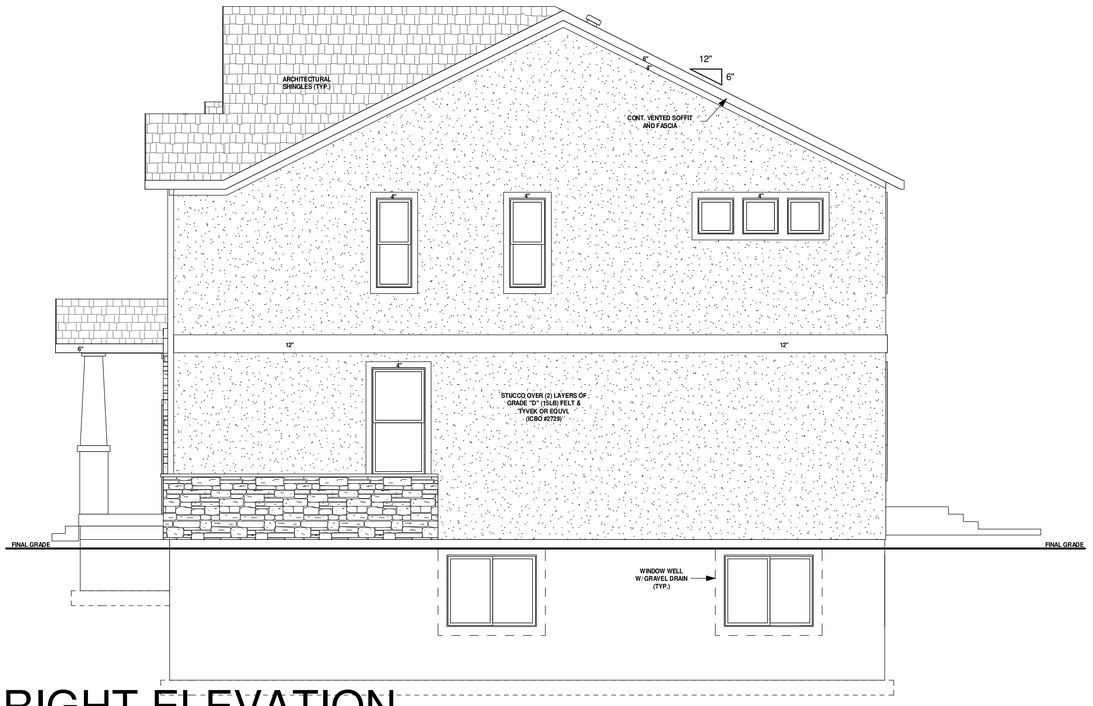
LOWER LEVEL: 933
MAIN LEVEL: 1,027
UPPER LEVEL: 1,334
TOTAL: 3,294

SCALE: 1/4" = 1'-0"

LEFT ELEVATION



RIGHT ELEVATION



NOTE:
MAIN LEVEL WINDOW'S HEAD HEIGHT @ 7'-8" UNO

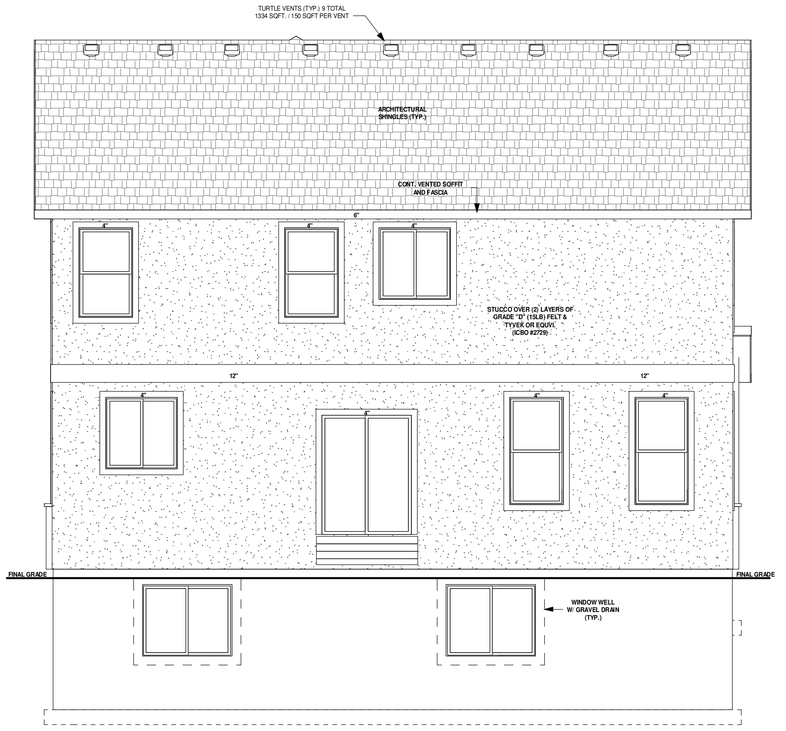
NOTE:
UPPER LEVEL WINDOW'S HEAD HEIGHT @ 7'-0" UNO

NOTE:
INSPECTIONS ARE REQUIRED FOR ALL STUCCO & EIFS SYSTEMS

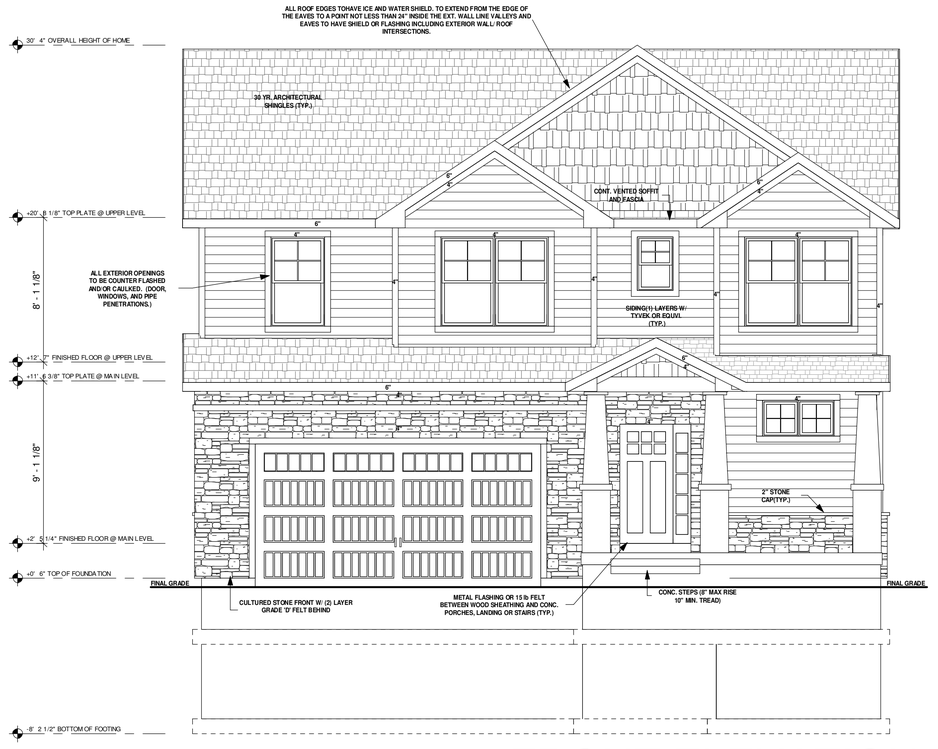
NOTE:
NO MECHANICAL VENTS ON FRONT OF HOME

NOTE:
ELEVATIONS AND GRADE ARE CONCEPT ONLY. CIVIL ENGINEER MUST BE CONSULTED FOR ACCURATE SITE AND GRADING PLAN

REAR ELEVATION



FRONT ELEVATION A



HAMLET HOMES
GREAT HOMES. GREAT PEOPLE. GREAT EXPERIENCE.
308 East 4500 South Suite 200
Murray, Utah 84107 (801) 281-2223

KEYNOTES

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Scotty

LOT 30
COTTAGES AT APPLECROSS

ABOVE GRADE FOOTAGE:	2,340
Date	MAY, 2016
Drawn by	PRH
PRINTED	10/2/2017 4:22:40 PM
Sheet	A6.0A
of	22
LOWER LEVEL:	933
MAIN LEVEL:	1,027
UPPER LEVEL:	1,334
TOTAL:	3,294
SCALE:	1/4" = 1'-0"

Exhibit H
Geo-technical Study
Gordon Geotechnical Engineering Inc.

GORDON
GEOTECHNICAL
ENGINEERING, INC.

REPORT
GEOTECHNICAL STUDY
PROPOSED WEST BOUNTIFUL RESIDENTIAL DEVELOPMENT
NEAR THE SOUTHEAST CORNER OF PORTER'S LANE AND 1100 WEST
WEST BOUNTIFUL, UTAH

July 10, 2017

Job No. 036-028-17

Prepared for:
Hamlet Development
308 East 4500 South, Suite 200
Murray, Utah 84107

Prepared by:
Gordon Geotechnical Engineering, Inc.
4426 South Century Drive, Suite 100
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July 10, 2017
Job No. 036-028-17

Hamlet Development
308 East 4500 South, Suite 200
Murray, Utah 84107

Attention: Mr. Michael Brodsky

Ladies and Gentlemen:

Re: Report
Geotechnical Study
Proposed West Bountiful Residential Development
Near the Southeast Corner of
Porter's Lane and 1100 West
West Bountiful, Utah

1. INTRODUCTION

1.1 GENERAL

This report presents the results of our geotechnical study performed at the site of the proposed West Bountiful Residential Development which is located near the southeast corner of Porter's Lane and 1100 West in West Bountiful, Utah. The general location of the site with respect to major topographic features and existing facilities, as of 1997, is presented on Figure 1, Vicinity Map. A detailed location of the site showing existing roadways and surrounding facilities, on an air photograph base, is presented on Figure 2, Area Map. A more detailed layout of the site showing the proposed development and existing structures and roadways is presented on Figure 3, Site Plan. The locations of the test pits and borings explored in conjunction with this study are also presented on Figure 3.

1.2 OBJECTIVES AND SCOPE

The objectives and scope of our study were planned in discussions between Mr. Michael Brodksy of Hamlet Development, Mr. Nick Mingo of EDM Partners, and Mr. Patrick Emery of Gordon Geotechnical Engineering, Inc. (G^2).

In general, the objectives of this study were to:

1. Accurately define and evaluate the subsurface soil and groundwater conditions across the site.

2. Provide appropriate foundation, earthwork, pavement, and geoseismic recommendations to be utilized in the design and construction of the proposed development.

In accomplishing these objectives, our scope has included the following:

1. A field program consisting of the excavating/drilling, logging, and sampling of nine test pits and three borings.

2. A laboratory testing program.

3. An office program consisting of the correlation of available data, engineering analyses, and the preparation of this summary report.

1.3 AUTHORIZATION

Authorization was provided by returning a signed copy of our Professional Services Agreement No. 17-0522 dated May 31, 2017.

1.4 PROFESSIONAL STATEMENTS

Supporting data upon which our recommendations are based are presented in subsequent sections of this report. Recommendations presented herein are governed by the physical properties of the soils encountered in the exploration test pits and borings, measured and projected groundwater conditions, and the layout and design data discussed in Section 2., Proposed Construction, of this report. If subsurface conditions other than those described in this report are encountered and/or if design and layout changes are implemented, G^2 must be informed so that our recommendations can be reviewed and amended, if necessary.

Our professional services have been performed, our findings developed, and our recommendations prepared in accordance with generally accepted engineering principles and practices in this area at this time.

2. PROPOSED CONSTRUCTION

A single-family residential development is planned for the 23.32-acre site. The site plan provided to our office indicates that the irregular-shaped parcel will be subdivided into 33 single-family residential lots. The structures are anticipated to be two levels in height and of wood-

frame construction established slab-on-glade or potentially with a below grade basement level. Maximum column and wall loads are projected to be on the order of 40 to 60 kips and 2 to 3 kips per lineal foot, respectively.

Site development will require a minor amount of earthwork in the form of site grading. It is estimated that maximum cuts and fills to achieve design grades will be on the order of two to three feet.

Paved surface parking areas will also be a part of the overall development. Traffic over the pavements will consist of a light to moderately light volume of automobiles and light trucks, and some medium-weight trucks. In roadway, the traffic will be somewhat higher.

3. INVESTIGATIONS

3.1 FIELD PROGRAM

In order to define and evaluate the subsurface soil and groundwater conditions across the site, 9 exploration test pits were extended to depths ranging from 10 to 17 feet below existing grade and 3 borings were drilled to depths ranging from 14 to 46 feet below existing grade. Test pits were excavated with a moderate-sized rubber tire backhoe. The borings were drilled using a truck-mounted drill rig equipped with hollow-stem augers. Locations of the test pits and borings are presented on Figure 3.

The field portion of our study was under the direct control and continual supervision of an experienced member of our geotechnical staff. During the course of the excavation/drilling operations, a continuous log of the subsurface conditions encountered was maintained. In addition, relatively undisturbed and small disturbed samples of the typical soils encountered were obtained for subsequent laboratory testing and examination. The soils were classified in the field based upon visual and textural examination. These classifications have been supplemented by subsequent inspection and testing in our laboratory. Detailed graphical representation of the subsurface conditions encountered is presented on Figures 4A through 4L, Log of Test Pits and Borings. Soils were classified in accordance with the nomenclature described on Figure 5, Unified Soil Classification System.

Relatively undisturbed samples of the subsurface soils were collected from the test pit excavations utilizing a 2.42-inch inside diameter thin-wall hand sampler. Disturbed bag samples were also collected from the soils brought up by the backhoe bucket.

Following completion of excavating and logging, each test pit was backfilled. Although an effort was made to compact the backfill with the backhoe, backfill was not placed in uniform lifts and compacted to a specific density. Consequently, settlement of the backfill with time is likely to occur.

A 3.25-inch outside diameter, 2.42-inch inside diameter drive sampler (Dames & Moore) and a 2.0-inch outside diameter, 1.38-inch inside diameter drive sampler (SPT) was utilized in the subsurface sampling at the exploration borings. The blow counts recorded on the boring logs were those required to drive the sampler 12 inches with a 140-pound hammer dropping 30 inches.

Following completion of excavation/drilling operations, one and one-quarter-inch diameter slotted PVC pipe was installed in the majority of the explorations in order to provide a means of monitoring the groundwater fluctuations.

3.2 LABORATORY TESTING

3.2.1 General

In order to provide data necessary for our engineering analyses, a laboratory testing program was performed. The program included moisture, density, consolidation, compaction, California Bearing Ratio (CBR), and chemical tests. The following paragraphs describe the tests and summarize the test data.

3.2.2 Moisture and Density Tests

To aid in classifying the soils and to help correlate other test data, moisture and density tests were performed on selected undisturbed samples. The results of these tests are presented on the test pit and boring logs, Figures 4A through 4L.

3.2.3 Consolidation Tests

To provide data necessary for our settlement analyses, a consolidation test was performed on each of three representative samples of the fine-grained soils encountered in the exploration test pits. The data available indicates that the soils are slightly to moderately over-consolidated and when loaded below the over-consolidated pressure the soils will exhibit moderately low compressibility characteristics. Detailed results of the tests are maintained within our files and can be transmitted to you, at your request.

3.2.4 Compaction Test

A compaction (Modified Proctor) test was performed in accordance with the (ASTM[1] D-1557) specifications. The test was performed in order to determine maximum dry density and optimum moisture content of a representative sample of the near-surface silty clay/clayey silt obtained from depths of one-half to one and one-half feet near the location of the intersection of the proposed internal roadways. The location of the California Bearing Ratio (CBR) test sample is presented on

[1] American Society for Testing and Materials

Figure 3. The data was then used in preparation of the California Bearing Ratio (CBR) test sample. This soil type will be the primary subgrade soil within pavement areas. The results of the compaction test are presented below:

Location	Depth (feet)	Soil Classification	Optimum Moisture Content (percent)	Maximum Dry Density (pcf)
Internal Roadway Intersection	0.5 to 1.5	CL	*	*

* Test results not available within the timeframe of this report. When available, results will be provided in a supplemental addendum.

3.2.5 California Bearing Ratio (CBR) Test

To determine subgrade characteristics and to provide data for design of the proposed pavements, a California Bearing Ratio (CBR) test was performed on the representative sample of the near-surface silty clay/clayey silt at depths of one-half to one and one-half feet near the location of the intersection of the proposed internal roadways. The test was performed in accordance with the Utah Department of Transportation Procedure 8-9-22 "California Bearing Ratio Soil" as presented in the Utah State Department of Highways Manual of Instruction, Part 8, Materials. The results of the CBR tests are presented below:

Location	Internal Roadway Intersection		
Soil Classification	CL		
After Soaking	Dry Density	*	pcf
	Moisture Content (Total Sample)	*	percent
	Swell	0	percent
CBR	Surcharge	75	psf
	At 0.1" penetration	*	percent
	At 0.2" penetration	*	percent

** Test results not available within the timeframe of this report. When available, results will be provided in a supplemental addendum.

3.2.6 Chemical Tests

To determine if the site soils will react detrimentally with concrete, chemical tests were performed on a representative sample of the natural soils. The results of the chemical tests are tabulated below:

Test Pit No.	Depth (feet)	Soil Classification	pH	Total Water Soluble Sulfate (mg/kg-dry)
TP-4	3.0	CL	*	*

* Test results not available within the timeframe of this report. When available, results will be provided in a supplemental addendum.

4. SITE CONDITIONS

4.1 SURFACE

The site consists of an irregular-shaped parcel containing 23.32 acres of undeveloped farmland being utilized to grow hay. At the time of the field work, the hay field had been recently bailed and large hay bales were present scattered across the site. Several overhead power lines and buried gas lines transect the site in a northeast-to-southwest direction. The location of the utility line easements is presented on Figure 3. A small shed is present in the northern portion of the site and a small concrete structure (likely associated with irrigation) was observed in the southern portion of the site. Vegetation consists of a moderate growth of hay recently cut to ankle height. It is our understanding that a plume of petroleum contamination is present in the middle portion of the site. The area of impacted soils is shown on Figure 3. Historic aerial photographs show that the site previously was utilized for agricultural purposes.

The site is generally bordered by Porter's Lane to the north and west, residential structures and similar farmland to the east, and vacant farmland to the south.

The topography of the site slopes gently down to the west with an overall relief on the order of two to three feet across the site. The average site grade is at or just slightly below the elevation of the adjacent roadways.

Representative photographs of the site area are shown on Figure 6, Photographs.

4.2 SUBSURFACE SOIL

The soil conditions encountered in each of the borings and test pits, to the depths penetrated, were relatively similar. Plow-disturbed soils were encountered in the upper 6 to 18 inches of the

soil profile. Below the plow-disturbed soils and extending to the maximum explored depths of 10 to 46 feet, natural soils were encountered. The natural soils consist primarily of silty clay with trace fine sand and occasional to numerous thin layers of silt and silty fine sand. The clay is very stiff grading medium stiff/soft with depth, moist to saturated, brown/olive-brown grading to gray with depth, moderately over-consolidated, and projected exhibit moderate strength and compressibility characteristics under the anticipated loading range.

The lines designating the interface between soil types on the boring logs generally represent approximate boundaries. In-situ, the transition between soil types may be gradual.

4.3 GROUNDWATER

Immediately following excavating/drilling operations, the groundwater was measured in each exploration. On July 7, 2017, we returned to the site and measured the groundwater within the piezometers placed in the explorations. Groundwater measurements are tabulated below:

Test Pit/Boring No.	Groundwater Depth (feet)		
	June 23, 2017	June 29, 2017	July 7, 2017
TP-1	8.5*	5.9	6.1
TP-2	6.0*	4.5	4.8
TP-3	7.5*	6.5	6.7
TP-4	10.0*	10.9	11.0
TP-5	9.0*	6.5	6.7
TP-6	7.0*	9.4	8.2
TP-7	7.0*	**	**
TP-8	9.5*	6.5	7.0
TP-9	7.5*	**	**
B-1		10.0*	8.9
B-2		8.0*	6.5
B-3		8.0*	5.3

* During drilling, not yet stabilized

** No pipe installed.

The depth to stabilized groundwater is moderately variable at the site. Groundwater was deepest at the explorations between the buried gas lines (Test Pit TP-4 and Boring B-1) suggesting that the buried lines may be slightly lowering the groundwater table in the area.

Seasonal and longer-term groundwater fluctuations on the order of one to two feet are projected, with the highest seasonal levels generally occurring during the late spring and early summer months.

5. DISCUSSIONS AND RECOMMENDATIONS

5.1 SUMMARY OF FINDINGS

The proposed structures may be supported upon conventional spread and continuous wall foundations over suitable natural soils and/or structural fill extending to suitable natural soils.

The most significant geotechnical aspect of the site are:

1. Variable depth to groundwater. Stabilized groundwater was measured at depths ranging from 4.0 to 11.0 feet below surrounding grades. The depth to stabilized groundwater at each exploration location is presented on Figure 3. Considering seasonal fluctuations, we recommend that a design groundwater table of 2.8 to 9.0 feet be utilized in the design. We recommend that all habitable floor slabs be established a minimum of two feet above the design water table. Floor slabs may be established approximately one and one-half feet above the groundwater level controlled by a foundation subdrain. For more details see Section 5.9, Design Water Table.

2. Plow-disturbed soils encountered in the upper 6 to 18 inches of the soil profile. Plow-disturbed soils must be completely removed from beneath the building footprint and rigid pavement areas.

Due to the variable water table and clayey nature of the subsurface soils, G^2 anticipates that loose, soft, or disturbed zones may be encountered at footing depth. Where encountered, these areas may require up to 12 to 18 inches of stabilizing fill. See Section 5.2.4, Fill Placement and Compaction, for more details.

Due to the plow-disturbed soils encountered and potential for loose, soft, or disturbed zones at foundation depth, a qualified geotechnical engineer must aid in verifying that all loose/disturbed soils have been completely removed and suitable natural soils have been encountered prior to the placement of structural site grading fills, footings, or foundations.

Detailed discussions pertaining to earthwork, foundations, floor slabs, lateral resistance, pavement, and the geoseismic setting of the site are discussed in the following sections.

5.2 EARTHWORK

5.2.1 Site Preparation

Preparation of the site must consist of the removal of all non-engineered fills (if encountered), loose/disturbed surficial soils, topsoil, debris, and other deleterious materials from beneath an area extending at least three feet beyond the perimeter of the proposed buildings, rigid pavement, and exterior flatwork areas.

The plow-disturbed soils and non-engineered fills (if encountered) may remain in flexible pavement areas as long as they are properly prepared. Proper preparation will consist of scarifying and moisture conditioning the upper eight inches and recompacting to the requirements of structural fill. However, it should be noted that compaction of fine-grained soils (clays and silts, if utilized) as structural site grading fill will be very difficult, if not impossible, during wet and cold periods of the year. As an option for proper preparation and recompaction, the upper eight inches of the non-engineered fills may be removed and replaced with granular subbase over proofrolled subgrade. Even with proper preparation, flexible pavements established on non-engineered fills may experience some long-term movements. If the possibility of these movements is not acceptable, these plow-disturbed soils and/or non-engineered fills must be completely removed.

Subsequent to the above operations and prior to the placement of footings, structural site grading fill, or floor slabs, the exposed natural subgrade must be proofrolled by passing moderate-weight rubber tire-mounted construction equipment over the surface at least twice. If any loose, soft, or disturbed zones are encountered, they must be completely removed in footing and floor slab areas and replaced with granular structural fill. If removal depth required is greater than two feet, G^2 must be notified to provide further recommendations. In pavement areas, unsuitable soils encountered during recompaction and proofrolling must be removed to a maximum depth of two feet and replaced with compacted granular structural fill.

5.2.2 Excavations

Groundwater is anticipated to be encountered at depths of approximately 4.8 to 11.0 feet. Temporary construction excavations into the natural fine-grained cohesive soils not exceeding four feet in depth and not encountering the groundwater table may be constructed with near-vertical sideslopes. If cohesive soils and groundwater are encountered, near-vertical sideslopes may still be used. If granular soils are encountered below the water table, very flat sideslopes will be required.

Deeper excavations not exceeding 8 to 10 feet in depth nor encountering loose granular soils or groundwater may be constructed with sideslopes no steeper than three-quarters horizontal to one vertical. If granular soils and groundwater are encountered, flatter sideslopes, shoring and bracing, and/or dewatering will be required. Some sloughing of the silty and sandy soils on the

sides of the excavations is anticipated. Deep excavations below the water table and through granular soils will be very difficult.

To minimize disturbance to the underlying soils, it is our recommendation that footings be excavated with a backhoe equipped with a smooth-lip bucket.

All excavations must be inspected periodically by qualified personnel. If any signs of instability or excessive sloughing are noted, immediate remedial action must be initiated.

5.2.3 Structural Fill

Structural fill is defined as all fill which will ultimately be subjected to structural loadings, such as imposed by footings, floor slabs, pavements, etc. Structural fill will be required as backfill over foundations and utilities, as site grading fill, and in some areas, replacement fill below footings. All structural fill must be free of sod, rubbish, topsoil, frozen soil, and other deleterious materials. Structural site grading fill is defined as fill placed over fairly large open areas to raise the overall site grade. For structural site grading fill, the maximum particle size should generally not exceed four inches; although, occasional larger particles, not exceeding six inches in diameter may be incorporated if placed randomly in a manner such that “honeycombing” does not occur and the desired degree of compaction can be achieved. The maximum particle size within structural fill placed within confined areas should generally be restricted to two inches.

The on-site natural soils may be utilized as structural site grading fill. It should be noted that unless moisture control is maintained, utilization of natural on-site fine-grained soils (clay and silt) as structural site grading fill will be very difficult, if not impossible, during wet and cold periods of the year. Only granular soils are recommended as structural fill in confined areas, such as around foundations and within utility trenches.

To stabilize soft subgrade conditions or where structural fill is required to be placed below a level one foot above the water table at the time of construction, a mixture of coarse gravels and cobbles and/or one and one-half- to two-inch gravel (stabilizing fill) should be utilized.

Non-structural site grading fill is defined as all fill material not designated as structural fill and may consist of any cohesive or granular soils not containing excessive amounts of degradable material.

5.2.4 Fill Placement and Compaction

All other structural fill shall be placed in lifts not exceeding eight inches in loose thickness. Structural fills shall be compacted in accordance with the percent of the maximum dry density

as determined by the AASHTO[2] T-180 (ASTM D-1557) compaction criteria in accordance with the following table:

Location	Total Fill Thickness (feet)	Minimum Percentage of Maximum Dry Density
Beneath an area extending at least 3 feet beyond the perimeter of the structures	0 to 8	95
Outside area defined above	0 to 6	90
Outside area defined above	6 to 8	92
Road base	-	96

Structural fills greater than eight feet thick are not anticipated at the site.

Subsequent to stripping and prior to the placement of structural site grading fill, the subgrade must be prepared as discussed in Section 5.2.1, Site Preparation, of this report. In confined areas, subgrade preparation should consist of the removal of all loose or disturbed soils.

Non-structural fill may be placed in lifts not exceeding 12 inches in loose thickness and compacted by passing construction, spreading, or hauling equipment over the surface at least twice.

Coarse gravel and cobble mixtures (stabilizing fill), if utilized, shall be end-dumped, spread to a maximum loose lift thickness of 15 inches, and compacted by dropping a backhoe bucket onto the surface continuously at least twice. As an alternative, the fill may be compacted by passing moderately heavy construction equipment or large self-propelled compaction equipment at least twice. Subsequent fill material placed over the coarse gravels and cobbles shall be adequately placed so that the “fines” are “worked into” the voids in the underlying coarser gravels and cobbles.

5.2.5 Utility Trenches

All utility trench backfill material below structurally loaded facilities (flatwork, floor slabs, roads, etc.) should be placed at the same density requirements established for structural fill. If the surface of the backfill becomes disturbed during the course of construction, the backfill should be proofrolled and/or properly compacted prior to the construction of any exterior flatwork over a backfilled trench. Proofrolling may be performed by passing moderately loaded rubber tire-mounted construction equipment uniformly over the surface at least twice. If excessively loose

[2] American Association of State Highway and Transportation Officials

or soft areas are encountered during proofrolling, they should be removed to a maximum depth of two feet below design finish grade and replaced with structural fill.

Most utility companies and City-County governments are now requiring that Type A-1 or A-1-a (AASHTO Designation – basically granular soils with limited fines) soils be used as backfill over utilities. These organizations are also requiring that in public roadways the backfill over major utilities be compacted over the full depth of fill to at least 96 percent of the maximum dry density as determined by the AASHTO T-180 (ASTM D-1557) method of compaction. We recommend that as the major utilities continue onto the site that these compaction specifications are followed.

The natural fine-grained cohesive soils are not recommended for use as trench backfill.

5.2.6 Areal Settlements

Areal settlements resulting from site grading fills as much as two to three feet should be less than one-half of an inch. These settlements are in addition to settlements induced by foundation and floor slab loads. To reduce the total settlement that the structures will realize, site grading fill must be placed as far in advance of other construction as possible. The majority of this settlement will occur during placement.

If site grading fills greater than three feet are planned for the site, the grading plans must be provided for our review so that we can make additional recommendations if necessary.

5.3 SPREAD AND CONTINUOUS WALL FOUNDATIONS

5.3.1 Design Data

The proposed structures may be supported upon conventional spread and continuous wall foundations established upon suitable natural soils and/or structural fill extending to suitable natural soils. Under no circumstances shall footings be placed overlying loose/disturbed soils.

For design, the following parameters are provided with respect to the projected loading discussed in Section 2., Proposed Construction, of this report:

Minimum Recommended Depth of Embedment for Frost Protection	- 30 inches
Minimum Recommended Depth of Embedment for Non-frost Conditions	- 15 inches
Recommended Minimum Width for Continuous Wall Footings	- 18 inches
Minimum Recommended Width for Isolated Spread Footings	- 24 inches
Recommended Net Bearing Pressure for Real Load Conditions	
For footings on suitable natural soils and/or structural fill extending to suitable natural soils	- 2,000 pounds per square foot
Bearing Pressure Increase for Seismic Loading	- 50 percent*

* Not applicable for edge bearing pressure when the footings are established upon granular soil. Use 25 percent for overturning or other inclined loading.

The term “net bearing pressure” refers to the pressure imposed by the portion of the structures located above lowest adjacent final grade. Therefore, the weight of the footing and backfill to the lowest adjacent final grade need not be considered. Real loads are defined as the total of all dead plus frequently applied live loads. Total load includes all dead and live loads, including seismic and wind.

5.3.2 Installation

Under no circumstances shall the footings be established upon non-engineered fills, loose or disturbed soils, rubbish, construction debris, other deleterious materials, frozen soils, or within ponded water. If unsuitable soils are encountered, they must be completely removed and replaced with compacted structural fill.

The width of structural replacement fill below footings should be equal to the width of the footing plus one foot for each foot of fill thickness.

5.3.3 Settlements

Settlements of foundations designed and installed in accordance with above recommendations and supporting maximum projected structural loads are anticipated to be on the order of three-eighths to one-half of an inch. Settlements are expected to occur rapidly with approximately 60 to 70 percent of the settlements occurring during construction.

5.4 LATERAL RESISTANCE

Lateral loads imposed upon foundations due to wind or seismic forces may be resisted by the development of passive earth pressures and friction between the base of the footings and the supporting soils. In determining frictional resistance on fine-grained soils, a coefficient of 0.40 should be utilized. Passive resistance provided by properly placed and compacted granular structural fill above the water table may be considered equivalent to a fluid with a density of 300 pounds per cubic foot. Below the water table, this granular soil should be considered equivalent to a fluid with a density of 150 pounds per cubic foot.

A combination of passive earth resistance and friction may be utilized provided that the friction component of the total is divided by 1.5.

5.5 FLOOR SLABS

Floor slabs may be established upon suitable undisturbed natural soils, and/or upon structural fill extending to suitable natural soils or properly prepared existing surface soils. Topsoil and loose/disturbed soils are not considered suitable. To provide a capillary break, it is recommended that floor slabs be directly underlain by at least four inches of “free-draining” fill, such as “pea” gravel or three-quarters- to one-inch minus clean gap-graded gravel. Settlements of lightly to moderately loaded floor slabs are anticipated to be minor.

Design water table recommendations are presented in Section 5.9, Design Water Table.

5.6 PAVEMENTS

The properly prepared non-engineered fills and surficial natural soils will exhibit poor engineering characteristics when saturated or nearly saturated. Loose/disturbed soils may remain in flexible pavement areas if properly prepared, as stated previously in this report. Rigid pavements shall not be placed overlying loose/disturbed soils, even if properly prepared. Considering the near-surface silty clay with a projected California Bearing Ratio (CBR) of 2.0 as the subgrade soils and the projected traffic, the pavement section on the following page is recommended.

Subdivision Roadway Areas

(Moderate Volume of Automobiles and Light Trucks,
Occasional Medium-Weight and Heavy-Weight Trucks)
[1 equivalent 18-kip axle loads per day]

Flexible:

3.0 inches	Asphalt concrete
8.0 inches	Aggregate base
Over	Properly prepared loose/disturbed soils, suitable natural soils, and/or structural site grading fill extending to suitable natural soils.

Primary Overall Access Roadways

(High Volume of Automobiles and Light Trucks,
Moderate Volume of Medium-Weight and Heavy-Weight Trucks)
[5 equivalent 18-kip axle loads per day]

Flexible:

3.0 inches	Asphalt concrete
8.0 inches	Aggregate base
12.0 inches	Granular Subbase
Over	Properly prepared suitable natural soils, and/or structural site grading fill extending to suitable natural soils.

Pavement design is heavily controlled by vehicle traffic. The above pavement sections for primary access roadways are recommended if the roadway is anticipated to experience significant construction traffic during the build-out phase. If the majority of construction traffic can be directed to temporary gravel roads and staged in a way to reduce heavy-weight traffic over completed sections, the above sections for subdivision roadway areas may be utilized.

The majority of the near-surface soils are fine-grained and will be highly susceptible to pumping and rutting under construction traffic especially during wet periods of the years.

For dumpster pads, we recommend a pavement section consisting of six and one-half inches of Portland cement concrete, four inches of aggregate base, over properly prepared natural stabilized subgrade or site grading structural fills.

These above rigid pavement sections are for non-reinforced Portland cement concrete. Concrete should be designed in accordance with the American Concrete Institute (ACI) and joint details should conform to the Portland Cement Association (PCA) guidelines. The concrete should have a minimum 28-day unconfined compressive strength of 4,000 pounds per square inch and contain 6 percent ±1 percent air-entrainment.

5.7 GEOSEISMIC SETTING

5.7.1 General

As of July 2016, the State of Utah has adopted the International Building Code (IBC) 2015 and International Residential Code (IRC) 2015. The IRC 2015 code determines the seismic hazard for a site based upon 2008 mapping of bedrock accelerations prepared by the United States Geologic Survey (USGS) and the soil site class. The USGS values are presented on maps incorporated into the IBC code and are also available based on latitude and longitude coordinates (grid points).

The structures must be designed in accordance with the procedure presented in Section 1613, Earthquake Loads, of the IBC 2015 edition.

5.7.2 Faulting

Based on our review of available literature, no active faults pass through or immediately adjacent to the site.

5.7.3 Soil Class

For dynamic structural analysis, the Site Class D - Stiff Soil Profile as defined in Table 20.3-1, Site Classification, of ASCE 7-10 April 6, 2011 can be utilized.

5.7.4 Ground Motions

The IBC 2015 code is based on 2008 USGS mapping, which provides peak values of short and long period accelerations (S_S, S_1) for the Site Class B-C boundary for the Maximum Considered Earthquake (MCE). This Site Class B-C boundary represents a hypothetical bedrock surface and must be corrected for local soil conditions. The following table summarizes the peak ground and short and long period accelerations for this site for a MCE event and incorporates a soil amplification factor for a Site Class D soil profile in the second column. Based on the site

latitude and longitude (40.9124 degrees north and -111.9088 degrees west, respectively), the values for this site are tabulated below:

Spectral Acceleration Value, T Seconds	Site Class B-C Boundary [mapped values] (% g)	Site Class D [adjusted for site class effects] (% g)
Peak Ground Acceleration	57.4	57.4
0.2 Seconds, (Short Period Acceleration)	S_S = 143.4	S_{MS} = 143.4
1.0 Seconds (Long Period Acceleration)	S_1 = 52.2	S_{M1} = 78.4

The IBC 2015 code design accelerations (S_{DS} and S_{D1}) are based on multiplying the above accelerations (S_{MS} and S_{M1}) for the MCE event by two-thirds (⅔).

5.7.5 Liquefaction

The site is located in an area that has been identified by the Utah Geological Survey as having "high" liquefaction potential. Liquefaction is defined as the condition when saturated, loose, finer-grained sand-type soils lose their support capabilities because of excessive pore water pressure which develops during a seismic event.

The soils encountered in our field program, to the depths explored, consisted of cohesive soils which are not susceptible to liquefaction. The liquefaction potential at the site is, therefore, considered low.

5.8 SITE OBSERVATIONS

As stated previously, due to the plow-disturbed soils encountered and potential for loose, soft, or disturbed zones at foundation depth, a qualified geotechnical engineer must aid in verifying that all non-engineered fills have been completely removed prior to the placement of structural site grading fills, footings, or foundations.

5.9 DESIGN WATER TABLE

As stated previously, the water table of our study was measured at a depth of 4.8 to 11.0 feet below existing grade. Considering seasonal and long-term groundwater fluctuations, we recommend that the design groundwater table of 2.8 to 9.0 feet below existing grade be utilized in the design. We recommend that all habitable floor slabs be established a minimum of two feet above the design water table.

GORDON GEOTECHNICAL ENGINEERING, INC.

We appreciate the opportunity of providing this service for you. If you have any questions or require additional information, please do not hesitate to contact us.

Respectfully submitted,

Gordon Geotechnical Engineering, Inc.

Patrick R. Emery, State of Utah No. 7941710
Senior Engineer

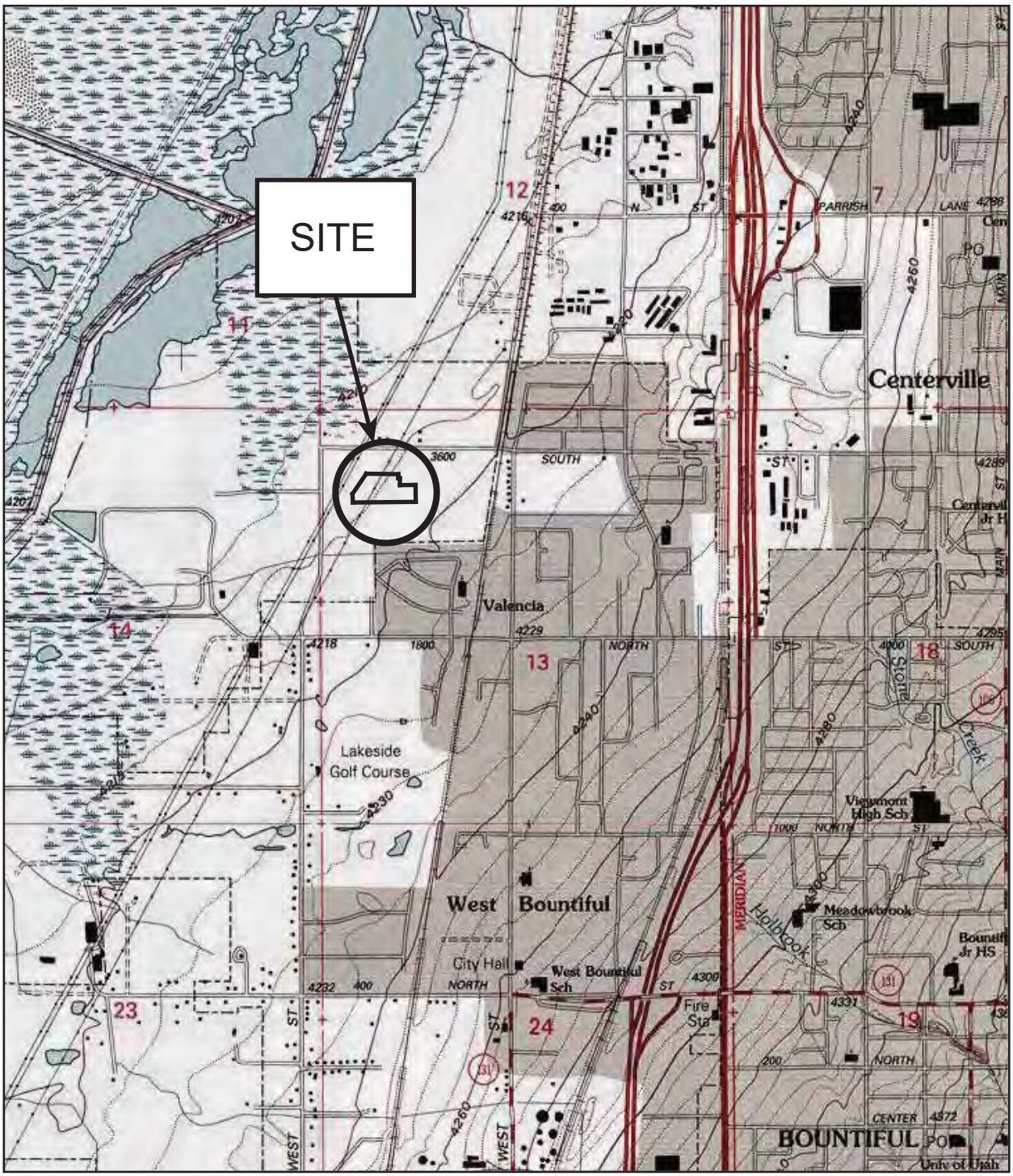
PRE:sn

Encl. Figure 1, Vicinity Map
Figure 2, Area Map
Figure 3, Site Plan
Figures 4A through 4L, Log of Test Pits and Borings
Figure 5, Unified Soil Classification System
Figure 6, Photographs

Addressee (3 + email)
c: Mr. Nick Mingo (email only)
EDM Partners, LLC
P.O. Box 522056
Salt Lake City, Utah 84152-2056

HAMLET DEVELOPMENT
JOB NO. 036-028-17

GORDON GEOTECHNICAL ENGINEERING, INC.



SCALE IN FEET
1000 0 1000 2000

FIGURE 1
VICINITY MAP

REFERENCE:
USGS 7.5 MINUTE TOPOGRAPHIC QUADRANGLE MAP
TITLED "FARMINGTON, UTAH", DATED 1997

HAMLET DEVELOPMENT
JOB NO. 036-028-17

GORDON GEOTECHNICAL ENGINEERING, INC.

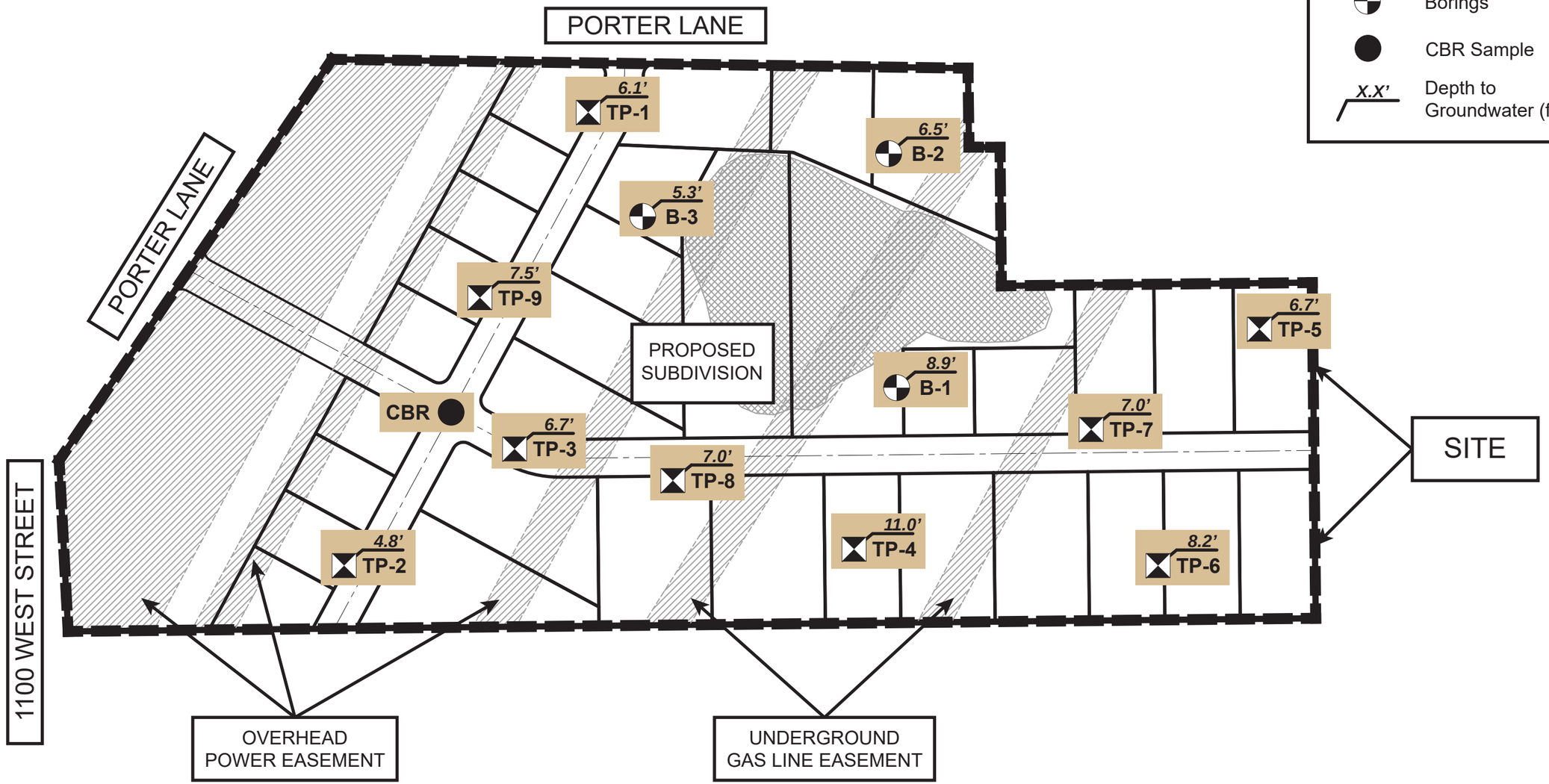
REFERENCE:
ADAPTED FROM AERIAL PHOTOGRAPH DOWNLOADED FROM 2017 GOOGLE EARTH IMAGERY DATED JULY 08, 2016

FIGURE 2
AREA MAP

SCALE: feet 2000
meters 600

HAMLET DEVELOPMENT
JOB NO. 036-028-17

GORDON GEOTECHNICAL ENGINEERING, INC.



REFERENCE:
ADAPTED FROM DRAWING ENTITLED
"CONCEPTUAL SITE PLAN 9"
BY EDM PARTNERS LLC, DATED MAY 24, 2017

FIGURE 3
SITE PLAN

Gordon Geotechnical Engineering, Inc.
4426 South Century Drive, Suite 100
Salt Lake City, Utah 84123

TEST PIT TP-1

Project Name: Proposed West Bountiful Residential Development
Project No.: 036-028-17
Location: Near the SE Cnr of Porter's Ln & 1100 W, West Bountiful, UT
Client: Hamlet Development
Excavating Method: JCB 214S Backhoe
Date Excavated: 06-23-17
Elevation: ---
Water Level: 8.5' (06-23-17), 5.9' (06-29-17), 6.1' 07-07-17)
Remarks:

DESCRIPTION	GRAPHIC LOG	WATER LEVEL	DEPTH (FT.)	SAMPLE SYMBOL	SAMPLE TYPE	BLOWS/FT.	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	REMARKS
12.0" PLOW-DISTURBED												
SILTY CLAY with some fine sand; brown (CL)					TW							moist "stiff"
grades with trace fine sand and numerous layers up to 1/2" thick of silty fine sand			5		B							"medium stiff"
grades with layers up to 2" thick gray			10		B							saturated
Stopped excavating at 17.0'. Stopped sampling at 7.5'. No significant sidewall caving. Installed slotted PVC pipe to 8.0'.			15 20 25									

The discussion in the text under the section titled, SUBSURFACE CONDITIONS, is necessary for a proper understanding of the nature of the subsurface material.

FIGURE 4A

Gordon Geotechnical Engineering, Inc.
4426 South Century Drive, Suite 100
Salt Lake City, Utah 84123

TEST PIT TP-2

Project Name: Proposed West Bountiful Residential Development
Project No.: 036-028-17
Location: Near the SE Cnr of Porter's Ln & 1100 W, West Bountiful, UT
Client: Hamlet Development
Excavating Method: JCB 214S Backhoe
Date Excavated: 06-23-17
Elevation: ---
Water Level: 6.0' (06-23-17), 4.5' (06-29-17), 4.8' (07-07-17)
Remarks:

DESCRIPTION	GRAPHIC LOG	WATER LEVEL	DEPTH (FT.)	SAMPLE SYMBOL	SAMPLE TYPE	BLOWS/FT.	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	REMARKS
12.0" PLOW-DISTURBED CLAY												
SILTY CLAY with trace fine sand; dark brown (CL)												
FINE TO COARSE SAND with some fine gravel; brown (SP)												moist "loose"
SILTY CLAY with trace silt and fine sand with numerous layers up to 4" thick of silty fine sand; brown (CL)		▼	5		TW		26.5	95				moist "soft" "stiff" saturated
grades with occasional layers up to 1/2" thick of silty fine sand					B							"medium stiff"
grades gray			10		B							
Stopped excavating at 15.0'. Stopped sampling at 12.5'. No significant sidewall caving. Installed slotted PVC pipe to 15.0'.			15 20 25									

The discussion in the text under the section titled, SUBSURFACE CONDITIONS, is necessary for a proper understanding of the nature of the subsurface material.

FIGURE 4B

Gordon Geotechnical Engineering, Inc.
4426 South Century Drive, Suite 100
Salt Lake City, Utah 84123

TEST PIT TP-3

Project Name: Proposed West Bountiful Residential Development
Project No.: 036-028-17
Location: Near the SE Cnr of Porter's Ln & 1100 W, West Bountiful, UT
Client: Hamlet Development
Excavating Method: JCB 214S Backhoe
Date Excavated: 06-23-17
Elevation: ---
Water Level: 7.5' (06-23-17), 6.5' (06-29-17), 6.7' (07-07-17)
Remarks:

DESCRIPTION	GRAPHIC LOG	WATER LEVEL	DEPTH (FT.)	SAMPLE SYMBOL	SAMPLE TYPE	BLOWS/FT.	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	REMARKS
18.0" PLOW-DISTURBED												
SILTY CLAY with trace fine sand; brown white oxidation mottling (CL)												moist "medium stiff"
grades with numerous layers up to 1/2" thick of silty fine sand			5		TW							saturated
					B							
			10									
Stopped excavating at 12.0'. Stopped sampling at 9.5'. No significant sidewall caving. Installed slotted PVC pipe to 12.0'.			15									
			20									
			25									

The discussion in the text under the section titled, SUBSURFACE CONDITIONS, is necessary for a proper understanding of the nature of the subsurface material.

FIGURE 4C

Gordon Geotechnical Engineering, Inc.
4426 South Century Drive, Suite 100
Salt Lake City, Utah 84123

TEST PIT TP-4

Project Name: Proposed West Bountiful Residential Development
Project No.: 036-028-17
Location: Near the SE Cnr of Porter's Ln & 1100 W, West Bountiful, UT
Client: Hamlet Development
Excavating Method: JCB 214S Backhoe
Date Excavated: 06-23-17
Elevation: ---
Water Level: 10.0' (06-23-17), 10.9' (06-29-17), 11.0' (07-07-17)
Remarks:

DESCRIPTION	GRAPHIC LOG	WATER LEVEL	DEPTH (FT.)	SAMPLE SYMBOL	SAMPLE TYPE	BLOWS/FT.	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	REMARKS
6.0" PLOW-DISTURBED												
SILTY CLAY with trace fine sand; root holes; light brown (CL)												slightly moist "stiff"
					TW							moist
grades fine sandy clay; brown			5									
grades silty clay with trace fine sand and numerous layers up to 1/2" thick of silty fine sand												"medium stiff"
					B							saturated
			10									
Stopped excavating at 14.0'. Stopped sampling at 6.5'. No significant sidewall caving. Installed slotted PVC pipe to 14.0'.			15									
			20									
			25									

The discussion in the text under the section titled, SUBSURFACE CONDITIONS, is necessary for a proper understanding of the nature of the subsurface material.

FIGURE 4D

Gordon Geotechnical Engineering, Inc.
4426 South Century Drive, Suite 100
Salt Lake City, Utah 84123

TEST PIT TP-5

Project Name: Proposed West Bountiful Residential Development
Project No.: 036-028-17
Location: Near the SE Cnr of Porter's Ln & 1100 W, West Bountiful, UT
Client: Hamlet Development
Excavating Method: JCB 214S Backhoe
Date Excavated: 06-23-17
Elevation: ---
Water Level: 9.0' (06-23-17), 6.5' (06-29-17), 6.7' (07-07-17)
Remarks:

DESCRIPTION	GRAPHIC LOG	WATER LEVEL	DEPTH (FT.)	SAMPLE SYMBOL	SAMPLE TYPE	BLOWS/FT.	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	REMARKS
12.0" PLOW-DISTURBED												
SILTY CLAY with trace fine sand; brown (CL)												sligthly moist "stiff"
grades olive/brown												
grades with numerous layers up to 1/4" thick of silty fine sand; brown			5		TW		26.4	97				moist "very stiff"
												"medium stiff"
					B							saturated
grades gray			10									
Stopped excavating at 14.0'. Stopped sampling at 9.5'. No significant sidewall caving. Installed slotted PVC pipe to 14.0'.			15 20 25									

The discussion in the text under the section titled, SUBSURFACE CONDITIONS, is necessary for a proper understanding of the nature of the subsurface material.

FIGURE 4E

Gordon Geotechnical Engineering, Inc.
4426 South Century Drive, Suite 100
Salt Lake City, Utah 84123

TEST PIT TP-6

Project Name: Proposed West Bountiful Residential Development
Project No.: 036-028-17
Location: Near the SE Cnr of Porter's Ln & 1100 W, West Bountiful, UT
Client: Hamlet Development
Excavating Method: JCB 214S Backhoe
Date Excavated: 06-23-17
Elevation: ---
Water Level: 7.0' (06-23-17), 9.4' (06-29-17), 8.2' (07-07-17)
Remarks:

DESCRIPTION	GRAPHIC LOG	WATER LEVEL	DEPTH (FT.)	SAMPLE SYMBOL	SAMPLE TYPE	BLOWS/FT.	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	REMARKS
12.0" PLOW-DISTURBED												
SILTY CLAY with trace fine sand; root holes; brown with white oxidation mottling (CL)												moist "stiff"
grades with numerous layers up to 1/2" thick of silty fine sand			5		TW							
												saturated "medium stiff"
grades with sand layers up to 2" thick; gray			10		B							
Stopped excavating at 17.0'. Stopped sampling at 7.5'. No significant sidewall caving. Installed slotted PVC pipe to 17.0'.			15 20 25									

The discussion in the text under the section titled, SUBSURFACE CONDITIONS, is necessary for a proper understanding of the nature of the subsurface material.

FIGURE 4F

Gordon Geotechnical Engineering, Inc.
4426 South Century Drive, Suite 100
Salt Lake City, Utah 84123

TEST PIT TP-7

Project Name: Proposed West Bountiful Residential Development
Project No.: 036-028-17
Location: Near the SE Cnr of Porter's Ln & 1100 W, West Bountiful, UT
Client: Hamlet Development
Excavating Method: JCB 214S Backhoe
Date Excavated: 06-23-17
Elevation: ---
Water Level: 7.0' (06-23-17)
Remarks:

DESCRIPTION	GRAPHIC LOG	WATER LEVEL	DEPTH (FT.)	SAMPLE SYMBOL	SAMPLE TYPE	BLOWS/FT.	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	REMARKS
12.0" PLOW-DISTURBED												
SILTY CLAY with trace fine sand; brown (CL) grades olive-brown grades with numerous layers up to 1/2" thick of silty fine sand		▼	5 10									saturated
Stopped excavating at 10.0'. No significant sidewall caving.			15 20 25									

The discussion in the text under the section titled, SUBSURFACE CONDITIONS, is necessary for a proper understanding of the nature of the subsurface material.

FIGURE 4G

Gordon Geotechnical Engineering, Inc.
4426 South Century Drive, Suite 100
Salt Lake City, Utah 84123

TEST PIT TP-8

Project Name: Proposed West Bountiful Residential Development
Project No.: 036-028-17
Location: Near the SE Cnr of Porter's Ln & 1100 W, West Bountiful, UT
Client: Hamlet Development
Excavating Method: JCB 214S Backhoe
Date Excavated: 06-23-17
Elevation: ---
Water Level: 9.5' (06-23-17), 6.5' (06-29-17), 7.0' (07-07-17)
Remarks:

DESCRIPTION	GRAPHIC LOG	WATER LEVEL	DEPTH (FT.)	SAMPLE SYMBOL	SAMPLE TYPE	BLOWS/FT.	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	REMARKS
12.0" PLOW-DISTURBED												
SILTY CLAY with trace fine sand; rootless; olive-brown (CL)												moist "stiff"
grades brown												
grades with numerous layers up to 1/2" thick of silty fine sand			5		TW							
												saturated "medium stiff"
grades gray					B							
			10									
Stopped excavating at 13.0'. Stopped sampling at 7.5'. No significant sidewall caving. Installed slotted PVC pipe to 13.0'.			15 20 25									

The discussion in the text under the section titled, SUBSURFACE CONDITIONS, is necessary for a proper understanding of the nature of the subsurface material.

FIGURE 4H

Gordon Geotechnical Engineering, Inc.
4426 South Century Drive, Suite 100
Salt Lake City, Utah 84123

TEST PIT TP-9

Project Name: Proposed West Bountiful Residential Development
Project No.: 036-028-17
Location: Near the SE Cnr of Porter's Ln & 1100 W, West Bountiful, UT
Client: Hamlet Development
Excavating Method: JCB 214S Backhoe
Date Excavated: 06-23-17
Elevation: ---
Water Level: 7.5' (06-23-17)
Remarks:

DESCRIPTION	GRAPHIC LOG	WATER LEVEL	DEPTH (FT.)	SAMPLE SYMBOL	SAMPLE TYPE	BLOWS/FT.	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	REMARKS
12.0" PLOW-DISTURBED												
SILTY CLAY with trace fine sand; rootless; light brown (CL)					B							
grades with fine sandy clay; olive-brown			5									
grades brown		▽										saturated
			10									
Stopped excavating at 10.0'. Stopped sampling at 2.5'. No significant sidewall caving.			15									
			20									
			25									

The discussion in the text under the section titled, SUBSURFACE CONDITIONS, is necessary for a proper understanding of the nature of the subsurface material.

FIGURE 4I

Gordon Geotechnical Engineering, Inc.
4426 South Century Drive, Suite 100
Salt Lake City, Utah 84123

BOREHOLE B-1

Project Name: Proposed West Bountiful Residential Development
Project No.: 036-028-17
Location: Near the SE Cnr of Porter's Ln & 1100 W, West Bountiful, UT
Client: Hamlet Development
Drilling Method: 3.75" ID Hollow-Stem Auger
Date Drilled: 06-29-17
Elevation: ---
Water Level: 10.0' (06-29-17), 8.9' (07-07-17)
Remarks:

DESCRIPTION	GRAPHIC LOG	WATER LEVEL	DEPTH (FT.)	SAMPLE SYMBOL	SAMPLE TYPE	BLOWS/FT.	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	REMARKS
FINE SANDY CLAY major roots (topsoil) to 6"; brown (CL)												slightly moist stiff
					U	17						
grades with trace fine sand; occasional seams fine, micareous sand			5		U	42						moist very stiff
grades with regularly occuring seams and layers to 1/4" thick silty fine sand; every 1/4" to 1/2"					U	31						
			10		U	30						saturated
grades gray with fine sandy silt; no longer regularly occuring but still frequent			15		U	12						stiff
Stopped drilling at 15.0'. Stopped sampling at 16.5'. Installed slotted PVC pipe to 15.0'.			20									
			25									

The discussion in the text under the section titled, SUBSURFACE CONDITIONS, is necessary for a proper understanding of the nature of the subsurface material.

FIGURE 4J

Gordon Geotechnical Engineering, Inc.
4426 South Century Drive, Suite 100
Salt Lake City, Utah 84123

BOREHOLE B-2

Project Name: Proposed West Bountiful Residential Development
Project No.: 036-028-17
Location: Near the SE Cnr of Porter's Ln & 1100 W, West Bountiful, UT
Client: Hamlet Development
Drilling Method: 3.75" ID Hollow-Stem Auger
Date Drilled: 06-29-17
Elevation: ---
Water Level: 7.0' (06-29-17), 6.5' (07-07-17)
Remarks:

DESCRIPTION	GRAPHIC LOG	WATER LEVEL	DEPTH (FT.)	SAMPLE SYMBOL	SAMPLE TYPE	BLOWS/FT.	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	REMARKS
SILTY CLAY with some fine sand; major roots (topsoil) to 6"; brown (CL)			0									moist stiff
					U	15						
grades with trace fine sand; occasional layers of silty fine sand, occasional layers of silty fine sand to at least 6"			5		U	19						
grades with seams of micaceious sand; strong petroleum odor					U	12						saturated
grades gray			10									
					U	3						soft
			15									
Stopped drilling at 12.5'. Stopped sampling at 14.0'. Installed slotted PVC pipe to 12.0'.			20									
			25									

The discussion in the text under the section titled, SUBSURFACE CONDITIONS, is necessary for a proper understanding of the nature of the subsurface material.

FIGURE 4K

Gordon Geotechnical Engineering, Inc.
4426 South Century Drive, Suite 100
Salt Lake City, Utah 84123

BOREHOLE B-3

Project Name: Proposed West Bountiful Residential Development
Project No.: 036-028-17
Location: Near the SE Cnr of Porter's Ln & 1100 W, West Bountiful, UT
Client: Hamlet Development
Drilling Method: 3.75" ID Hollow-Stem Auger
Date Drilled: 06-29-17
Elevation: ---
Water Level: 8.0' (06-29-17), 5.3' (07-07-17)
Remarks:

DESCRIPTION	DEPTH (FT.)	SAMPLE TYPE	BLOWS/FT.	REMARKS
SILTY CLAY with trace fine sand; major roots (topsoil) to 6"; brown (CL)				moist very stiff
		U	36	
grades with layers up to 5" thick micaceous silty fine sand	5	D	14	stiff
				saturated
	10	U	16	
grades with occasional seams of fine sandy silt; gray				
	15	U	1	very soft
	20	U	2	
	25		2	

The discussion in the text under the section titled, SUBSURFACE CONDITIONS, is necessary for a proper understanding of the nature of the subsurface material.

FIGURE 4L

Gordon Geotechnical Engineering, Inc.
4426 South Century Drive, Suite 100
Salt Lake City, Utah 84123

BOREHOLE B-3

Project Name: Proposed West Bountiful Residential Development
Project No.: 036-028-17
Location: Near the SE Cnr of Porter's Ln & 1100 W, West Bountiful, UT
Client: Hamlet Development
Drilling Method: 3.75" ID Hollow-Stem Auger
Date Drilled: 06-29-17
Elevation: ---
Water Level: 8.0' (06-29-17), 5.3' (07-07-17)
Remarks:

DESCRIPTION	GRAPHIC LOG	WATER LEVEL	DEPTH (FT.)	SAMPLE SYMBOL	SAMPLE TYPE	BLOWS/FT.	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	REMARKS
grades greenish-gray					SPT	2						soft
			30		SPT	4						medium stiff
			35		SPT	4						
			40		SPT	5						
			45		SPT	5						
Stopped drilling at 44.5'. Stopped sampling at 46.0'. Installed slotted PVC pipe to 15.0'.			50									

The discussion in the text under the section titled, SUBSURFACE CONDITIONS, is necessary for a proper understanding of the nature of the subsurface material.

FIGURE 4L
(con't)

GORDON GEOTECHNICAL ENGINEERING, INC.

UNIFIED SOIL CLASSIFICATION SYSTEM

FIELD IDENTIFICATION PROCEDURES				GRAPH SYMBOL	LETTER SYMBOL [1]	TYPICAL DESCRIPTIONS
COARSE GRAINED SOILS More than half of material is larger than No. 200 sieve size. [2] (The No. 200 sieve size is about the smallest particle visible to the naked eye)	GRAVELS More than half of coarse fraction is larger than No. 4 sieve size. (For visual classifications, the 1/4" size may be used as equivalent to the No. 4 sieve size.)	CLEAN GRAVELS (Little or no fines)	Wide range in grain size and substantial amounts of all intermediate particle sizes.		GW	Well graded gravels, gravel-sand mixtures, little or no fines.
			Predominantly one size or a range of sizes with some intermediate sizes missing.		GP	Poorly graded gravels, gravel-sand mixtures, little or no fines.
		GRAVELS WITH FINES (Appreciable amount of fines)	Non-plastic fines (for identification procedures see ML below).		GM	Silty gravels, poorly graded gravel-sand-silt mixtures.
			Plastic fines (for identification procedures see CL below).		GC	Clayey gravels, poorly graded gravel-sand-clay mixtures.
	SANDS More than half of coarse fraction is smaller than No. 4 sieve size. (For visual classifications, the 1/4" size may be used as equivalent to the No. 4 sieve size.)	CLEAN SANDS (Little or no fines)	Wide range in grain sizes and substantial amounts of all intermediate particle sizes.		SW	Well graded sands, gravelly sands, little or no fines.
			Predominantly one size or a range of sizes with some intermediate sizes missing.		SP	Poorly graded sands, gravelly sands, little or no fines.
		SANDS WITH FINES (Appreciable amount of fines)	Non-plastic fines (for identification procedures see ML below).		SM	Silty sands, poorly graded sand-silt mixtures.
			Plastic fines (for identification procedures see CL below).		SC	Clayey sands, poorly graded sand-clay mixtures.
FINE GRAINED SOILS More than half of material is smaller than No. 200 sieve size. (The No. 200 sieve size is about the smallest particle visible to the naked eye)	IDENTIFICATION PROCEDURES ON FRACTION SMALLER THAN No. 40 SIEVE SIZE					
		DRY STRENGTH (CRUSHING CHARACTERISTICS)	DILATANCY (REACTION TO SHAKING)	TOUGHNESS (CONSISTENCY NEAR PLASTIC LIMIT)		
	SILTS AND CLAYS Liquid limit less than 50	None to slight	Quick to slow	None	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sand with slight plasticity.
		Medium to high	None to very slow	Medium	CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.
		Slight to medium	Slow	Slight	OL	Organic silts and organic silt-clays of low plasticity.
	SILTS AND CLAYS Liquid limit greater than 50	Slight to medium	Slow to none	Slight to medium	MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts.
		High to very high	None	High	CH	Inorganic clays of high plasticity, fat clays.
		Medium to high	None to very slow	Slight to medium	OH	Organic clays of medium to high plasticity.
HIGHLY ORGANIC SOILS		Readily identified by color, odor, spongy feel and frequently by fibrous texture.			Pt	Peat and other highly organic soils.

[1] Boundary classifications: Soils possessing characteristics of two groups are designated by combinations of group symbols. For example GW-GC, well graded gravel-sand mixture with clay binder.
[2] All sieve sizes on this chart are U.S. standard.

GENERAL NOTES

1. In general, Unified Soil Classification Designations presented on the logs were evaluated by visual methods only. There rore, actual designations (based on laboratory testing) may differ.
2. Lines seperating strata on the logs represent approximate boundaries only Actual transitions may be gradual.
3. Logs represent general soil conditions observed at teh point of exploration onthe date indicated.
4. No warranty is provided as to the continuity of soil conditions between individual sample locations.

FINE - GRAINED SOIL

CONSISTENCY	SPT (blows ft)	TORVANE UNDRAINED SHEAR STRENGTH (tsf)	POCKET PENETROMETER UNCONFINED COMPRESSIVE STRENGTH (tsf)	FIELD TEST
Very Soft	<2	<0.125	<0.25	Easily penetrated several inches by Thumb. Squeezes through fingers.
Soft	2 - 4	0.125 - 0.25	0.25 - 0.5	Easily penetrated 1 " by Thumb . Molded by light finger pressure.
Medium Stiff	4 - 8	0.25 - 0.5	0.5 - 1.0	Penetrated over 1/2 " by Thumb with moerate effort. Molded by strong finger pressure.
Stiff	8 - 15	0.5 - 1.0	1.0 - 2.0	Indented about 1/2 " by Thumb but penetrated only with great effort
Very Stiff	15 - 30	1.0 - 2.0	2.0 - 4.0	Readily indented by Thumbnail
Hard	>30	>2.0	>4.0	Indented with difficulty by Thumbnail

LOG KEY SYMBOLS

- Bulk / Bag Sample
- Standard Penetration Split Spoon Sampler
- Rock Core
- Water Level
- Thin Wall
- No Recovery
- 3-3/4" ID D&M Sampler
- 3" ID D&M Sampler
- California Sampler

COARSE -GRAINDE SOIL

APPERENT DENSITY	SPT (blows ft)	RELATIVE DENSITY (%)	FIELD TEST
Very Loose	<4	0 - 15	Easily penetrated with 1/2 " reinforcing rod pushed by hand
Loose	4 - 10	15 - 35	Difficult to penetrated with 1/2 " reinforcing rod pushed by hand
Medium Dense	10 - 30	35 - 65	Easily penetrated a foot with 1/2 " reinforcing rod driven with 5-lb hammer
Dense	30 - 50	65 - 85	Difficult to penetrated a foot with 1/2 " reinforcing rod driven with 5-lb hammer
Very Dense	>50	85 - 100	Penetrated only a few inches with 1/2 " reinforcing rod driven with 5-lb hammer

STRATIFICATION

DESCRIPTION	THICKNESS
SEAM	1/16 - 1/2 "
LAYER	1/2 - 12 "

DESCRIPTION	THICKNESS
Occasional	One or less per foot of thickness
Frequent	More than on per foot of thichness

CEMENTATION

DESCRIPTION	DESCRIPTION
Weakely	Crumbles or breaks with handling of slight finger pressure
Moderately	Crumbles or breaks with considerable finger pressure
Strongly	Will not crumbles or breaks with finger pressure

MODIFIERS

DESCRIPTION	%
Trace	<5
Some	5 - 12
With	>12

MOISTURE CONTENT

DESCRIPTION	FIELD TEST
Dry	Absence of moisture, dusty, dry to the touch
Moist	Damp but no visible water
Wet	Visible water, usually soil below Water Table

FIGURE 5

HAMLET DEVELOPMENT
JOB NO. 036-028-17

GORDON GEOTECHNICAL ENGINEERING, INC.

#1 Facing west along southern boundary line from near the southeast corner of the site.

#2 Facing north from near the southeast corner of the site.

#3 Facing east along the southern boundary.

#4 Facing west from near the eastern boundary of the site.

Locations and direction, see Figure 2, Area Map

FIGURE 6
PHOTOGRAPHS

Exhibit I
Wetland Delineation and Corp of Engineers Jurisdictional Determination

FRONTIER CORPORATION USA
Environmental Consultants

Hamlet Development
West Bountiful Subdivision Property
Wetland Delineation Technical Report

Approximately 23-acre Project Area
West Bountiful, Davis County, UT

Northwest ¼ of Section 13, Township 2 North, Range 1 West
Salt Lake Base and Meridian

Prepared For:

Hamlet Development
308 East 4500 South, Suite 200
Murray, UT 84107

Zachary Brodsky, Project Manager
(801) 506-9621

Prepared By:

Frontier Corporation USA
221 N. Gateway Drive, Suite B
Providence, UT 84332

Dennis Wenger, Sr. Wetlands Ecologist
Travis Taylor, Ecologist
(435) 753-9502

June 2017

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APPENDIX A: Request for Jurisdictional Determination
APPENDIX B: Wetland Determination Forms
APPENDIX C: Project Area Photos

1.0 INTRODUCTION

1.1 Project Description

Frontier Corporation USA (Frontier) completed a wetland delineation on behalf of Hamlet Development for an approximately 23-acre property parcel (Project Area) located in West Bountiful, Davis County, Utah. The Project Area is situated on the east side of Legacy Parkway (State Route 67), west of U.S. Interstate Highway 15 (I-15) approximately 0.33 miles southwest of Farmington Bay Wildlife Management Area (Figure 1).

The Project Area is located in the NW 1/4 of Section 13, Township 2 North, Range 1 West, Salt Lake Base and Meridian (Figure 2a). It is immediately west of 1100 West and south of Porters Lane (1100 West becomes Porters Lane as it bends to the northeast on the northwest side of the Project Area) (Figure 2b). The approximate coordinates for the center of the Project Area are Latitude 40.912182° N, Longitude -111.908056° W.

The Project Area slopes gently to the west, with surface elevations ranging from approximately 4,216 to 4,224 feet above mean sea level.

The Project Area is the location of a proposed residential subdivision project. It is bordered by some single family homes to the north, a mix of single family homes and undeveloped farm properties to the east, an undeveloped farm property to the south, and Porters Lane, the Legacy Parkway Trail, and Legacy Parkway to the west. Several overhead powerlines cross the Project Area in a generally north to south direction. Some buried gas lines cross the Project Area, and an easement for a recently installed buried pipeline crosses the eastern portion of the Project Area.

The Project Area is a dryland farm used to grow hay. The majority of the farm landscape consists of hayfields that had recently been cut and baled at the time of the delineation site inspection. There are some low spots within the baled hayfields that collect stormwater during spring runoff. The northern portion of the Project Area contains a low area that is used for horse pasture. It appears the storm drain culvert draining underneath Porters Lane has caused stormwater to seasonally pond in the northwest corner of the pasture. The north portion of the Project Area also contains a remnant farm ditch that appears to have drained surplus irrigation water into a low spot in the past. A low depression is situated in the southwest corner of the Project Area that collects stormwater draining from the adjacent farm property.

The purpose of this delineation report is to identify and locate the boundaries of the existing wetlands and other waters of the U.S. within the Project Area that may be subject to the U.S. Army Corps of Engineers (USACE) Section 404 permitting regulations in anticipation of future development. Hamlet Development is seeking a preliminary jurisdictional determination from the USACE verifying the wetland survey identified in this delineation technical report.

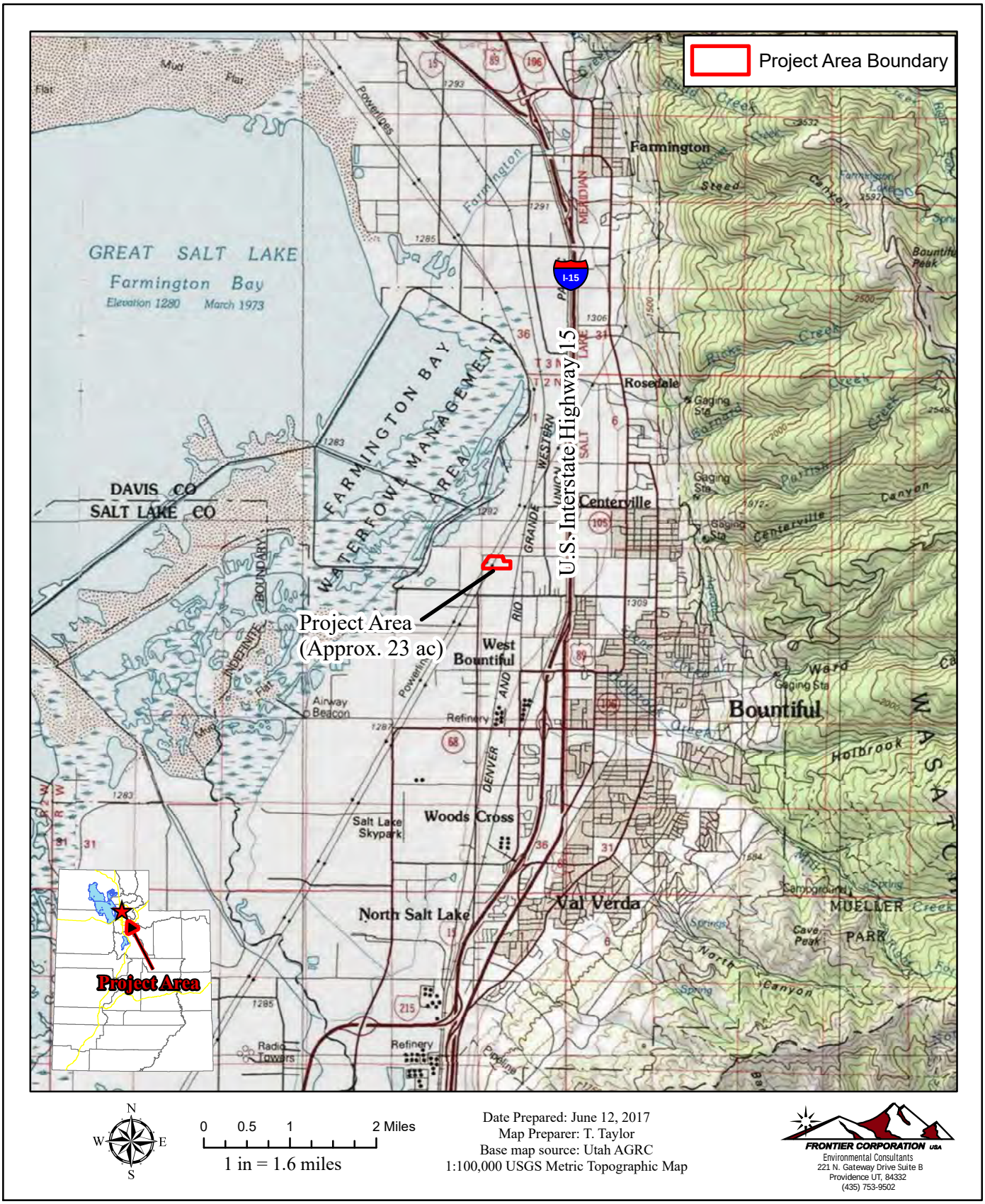
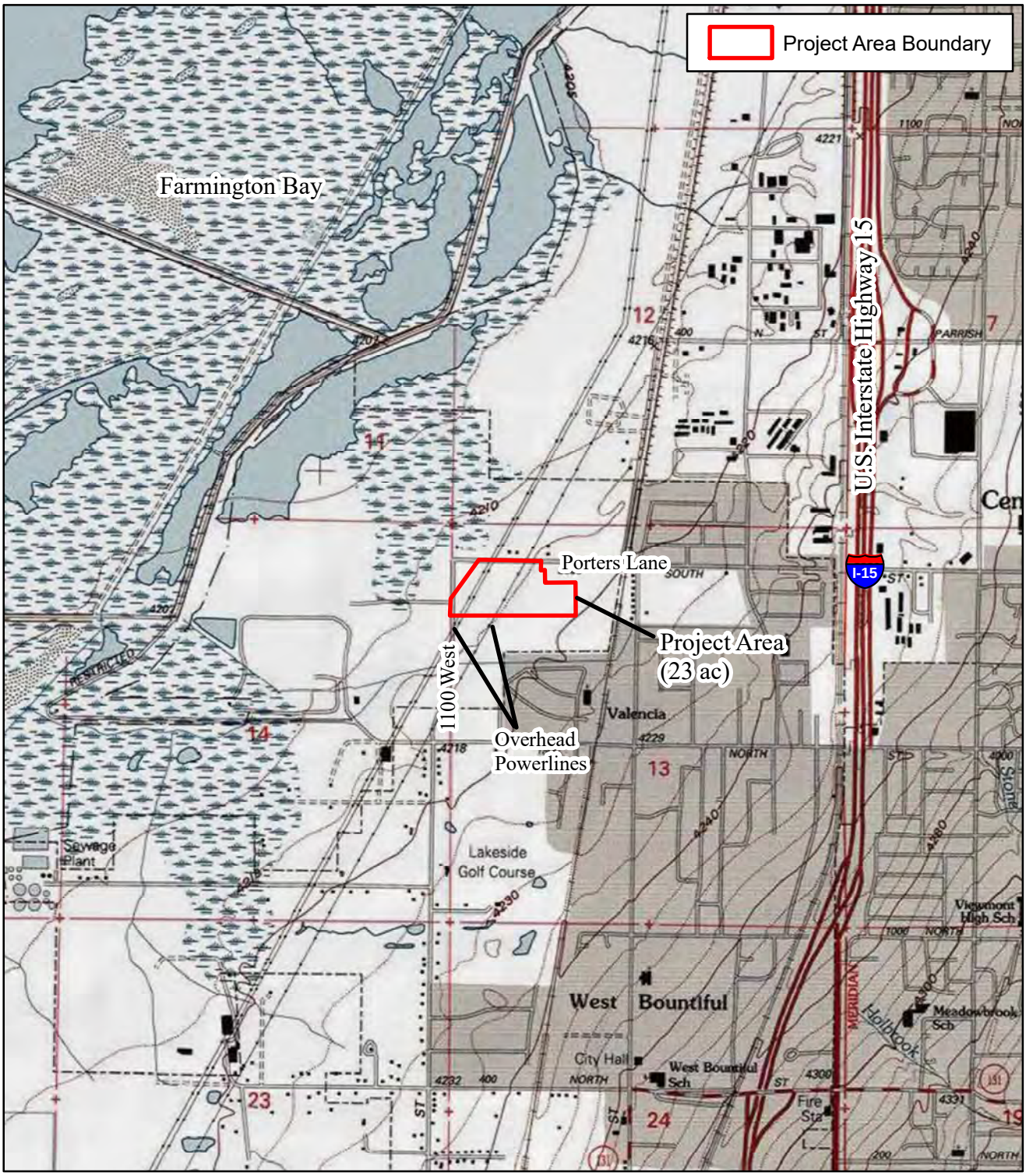


Figure 1. Project Area Location Map - 1:100,000 Scale Topographic Base.



Date Prepared: June 15, 2017
Map Preparer: T. Taylor
Topo Base from USGS Farmington, UT 7.5' Quadrangle

FRONTIER CORPORATION USA
Environmental Consultants
221 N. Gateway Drive Suite B
Providence UT, 84332
(435) 753-9502

Figure 2a. Site Vicinity Map - 1:24,000 Scale Topographic Base.

Figure 2b. Site Vicinity Map - 1:24,000 Scale Aerial

1.2 Directions to Project Area

From the USACE Bountiful Regulatory Office in Bountiful, Utah, travel west on 2600 South for 0.5 miles and take the on ramp to U.S. Interstate Highway 15 (I-15). Travel north on I-15 approximately 2.1 miles and take exit 317 for 400 North in West Bountiful. Head west on 400 North approximately 0.4 miles. Turn right (north) onto 800 West and travel approximately 1.7 miles to Porter Lane. Turn left (west) onto Porter Lane and travel approximately 0.4 miles. The Project Area is located southwest of Porter Lane as the road makes a near 90 degree turn to the south (Figure 2b).

1.3 Scope of the Wetlands Delineation

The scope of the wetlands delineation included:

- Review of existing U.S. Geological Survey (USGS), U.S. Department of Agriculture Natural Resources Conservation Service (USADA-NRCS) Soil Survey and National Wetland Inventory (NWI) mapping data;
- Identification and documentation of existing vegetation, soil, and hydrology conditions;
- Delineation of wetland boundaries;
- Coordination of the wetland boundaries survey completed by EDM Partners; and
- Preparation of this delineation technical report in accordance with USACE reporting standards.

1.4 Property Ownership

Hamlet Development is under contract to purchase the property parcel containing the delineation Project Area and is completing the delineation as part of its due diligence under the purchase contract. The contact person for Hamlet Development is:

Zachary Brodsky, Project Manager

Hamlet Development
308 East 4500 South, Suite 200
Murray, UT 84107
(801) 506-9621
zachary@hamlethomes.com

A request form for a preliminary jurisdiction determination, and consent to allow the USACE to access the Project Area to verify the delineation is provided in Appendix A.

2.0 METHODS

2.1 Wetlands Delineation

Frontier completed a site inspection on June 14, 2017 to delineate existing wetland boundaries and document existing site conditions within the Project Area boundaries. Wetlands were delineated in accordance with the three-parameter approach (hydrology, soils, and vegetation) specified in the 1987 *Corps of Engineers Wetlands Delineation Manual* (USACE 1987) and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0)* (USACE 2008). Sample points were established, as needed, to characterize existing hydrological, soil and vegetative conditions within the Project Area. Where wetlands were identified, paired sample points were established on either side of the delineated upland/wetland boundary for contrast and comparison.

The presence or absence of hydrological indicators (e.g., standing water, alluvial deposits, root zone oxidation, drainage patterns, etc.) was noted at each sample point. Environmental changes in the vicinity that may have altered local hydrology (e.g., artesian wells, irrigation canals, drainage ditches, excavation, and earth moving activities, etc.) were also noted.

The presence or absence of hydric soil indicators (e.g. depleted matrix, hydrogen sulfide odor, sandy redox, etc.) was noted at each sample point. Soil pits were dug at each sample point to characterize soil profiles and soil/water conditions, and to compare the soil profiles with the soil unit descriptions provided in the *Soil Survey of Davis-Weber Area, Utah* (USDA-SCS 1968). Soil horizonation, texture, moisture content, depth to saturation, and/or standing water were noted for each soil pit. The presence or absence of particulate organic matter, organic matter staining, redoximorphic features, and gleying were also noted if found. Soil colors were determined with *Munsell Soil Color Charts* (X-Rite 2009).

The percent cover of observed plant species was visually estimated and recorded at each sample point. Dominant plant species were identified in accordance with the USACE's 50/20 Rule. Plant identification was determined using: *Flora of the Central Wasatch Front, Utah: A manual of the ferns, fern allies, conifers, and flowering plants growing without cultivation in Salt Lake and Davis Counties* (Arnow et al. 1980); *Manual of Grasses for North America* (USUIH 2007); *Weeds of the West* (Whitson et al. 2006), and *U.S. Department of Agriculture Natural Resources Conservation Service Plants Database* (USDA-NRCS 2017a). The USACE's Arid West 2016 Regional Wetland Plant List (USACE 2016) was used to determine wetland indicator status. The *USDA NRCS Plants Database* taxonomic nomenclature was used for species not listed on the USACE's Arid West 2016 Regional Wetland Plant List.

A total of 7 delineation sample points were completed to establish the presence and locations of existing wetland boundaries. This included three wetland and four upland sample points. The hydrological, soil, and vegetative data recorded at the sample points were transcribed onto USACE Wetland Determination Data Forms - Arid West Region (Version 2.0) (Appendix B). Photographs of the sample points and areas representative of existing site conditions at the

Project Area were taken to provide a photo record to help the reader better visualize existing site conditions (Appendix C).

Frontier marked the locations of delineated wetland boundaries with sequentially numbered survey flagging. EDM Parnters surveyed the wetland boundary flagging, calculated delineated wetland acreage and produced a wetland delineation survey map overlaid onto 2016 National Agricultural Inventory Program (NAIP) aerial imagery accessed from the Utah Automated Geographic Reference Center (AGRC) (Utah AGRC 2017). Frontier added the wetland delineation sample point locations and photo point locations to the delineation map. Photos representative of the existing site conditions, delineated wetland areas and delineation sample points are provided in Appendix C.

2.3 Jurisdictional Assessment

Delineated wetlands and other water bodies were evaluated for jurisdictional connectivity to the Great Salt Lake by following drainage paths using field reconnaissance, USGS topographic maps, NWI maps, and GoogleEarth aerial imagery.

3.0 EXISTING SITE CONDITIONS

The majority of the Project Area consists of upland hay fields that are mowed and baled, and fenced-off horse pastures. The hayfields were recently mowed and baled at the time of the June 2017 delineation site inspection. A variety of herbaceous weedy ruderal plants are mixed in with the hay field and pasture grasses. It appears that the property was irrigated in the past as evidenced by the presence of an abandoned farm pond, old irrigation ditches and farm road culverts, but its recent use has been dryland farming. No evidence of recent irrigation during the 2017 growing season was observed.

A total of approximately 0.103 acres of seasonally flooded palustrine emergent wet meadow wetlands were delineated in the Project Area (Figures 3a and 3b, Table 1). The wetlands are labeled Wetland A and Wetland B on the delineation maps.

Table 1. Wetlands delineated within the Project Area.

Delineated Wetland	Wetland Habitat Type (Cowardin 1979)	Latitude / Longitude	Size acres
Wetland A	Palustrine Emergent, seasonally flooded Wet Meadow (PEMC)	Lat. 41.710559° Long. -111.859417°	0.028 ac
Wetland B	Palustrine Emergent, seasonally flooded Wet Meadow (PEMC)	Lat. 41.709336° Long. -111.858954°	0.075 ac
Total			**0.103 ac**

*Latitude and Longitude coordinates locate the approximate center of the delineated feature.

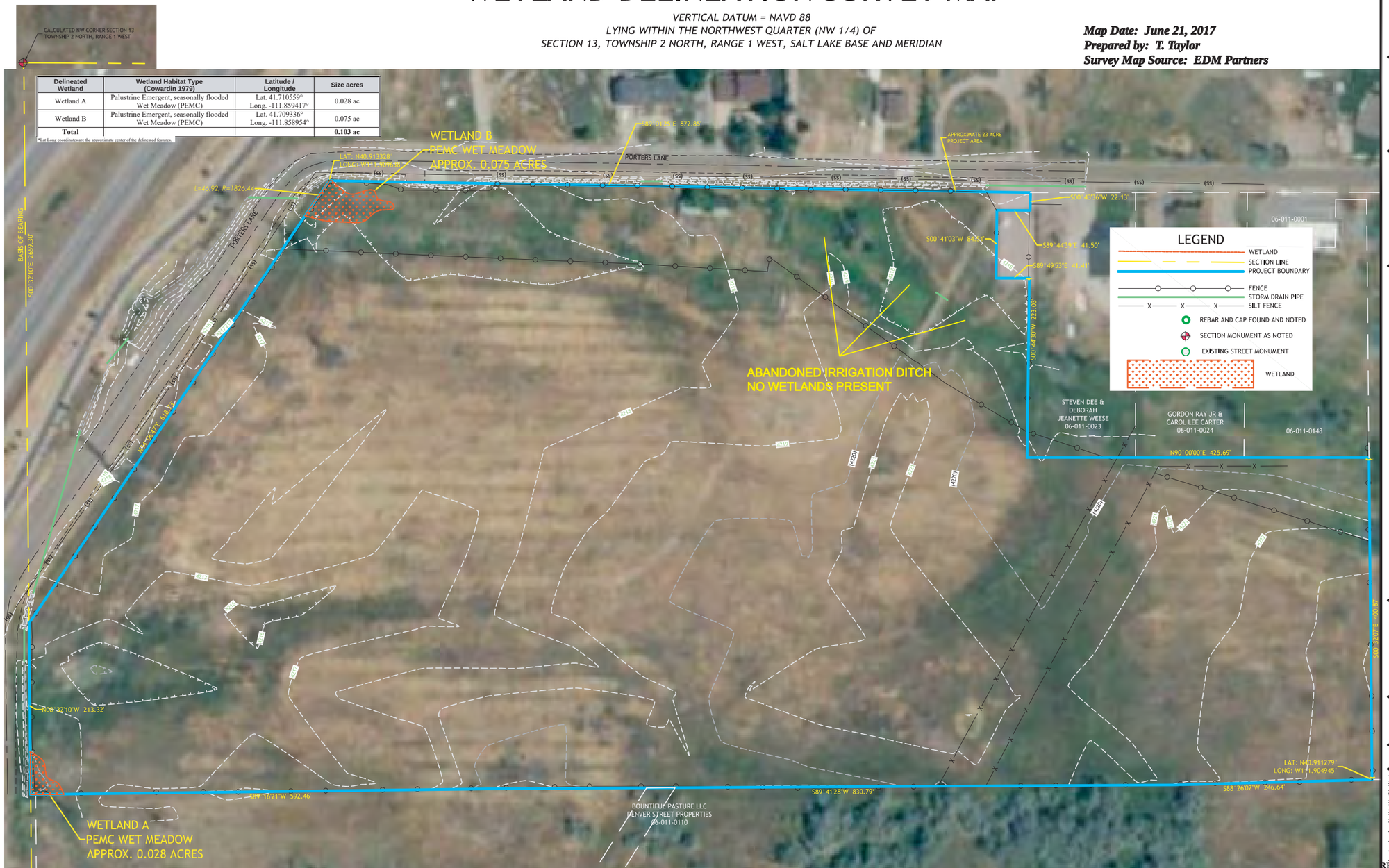
WETLAND DELINEATION SURVEY MAP

VERTICAL DATUM = NAVD 88
LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF
SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

Map Date: June 21, 2017
Prepared by: T. Taylor
Survey Map Source: EDM Partners

Delineated Wetland	Wetland Habitat Type (Cowardin 1979)	Latitude / Longitude	Size acres
Wetland A	Palustrine Emergent, seasonally flooded Wet Meadow (PEMC)	Lat. 41.710559° Long. -111.859417°	0.028 ac
Wetland B	Palustrine Emergent, seasonally flooded Wet Meadow (PEMC)	Lat. 41.709336° Long. -111.858954°	0.075 ac
Total			**0.103 ac**

*Lat Long coordinates are the approximate center of the delineated features.



EDM Partners
3980 S. 700 E., #22 Salt Lake City, UT 84107
(801) 201-7494 www.edmllc.net

NORTH

SCALE: 1" = 120'
0 30 60 120 180

AERIAL IMAGERY SOURCE:
ACRC UTAH NAIP IMAGERY
NAIP 2016 (1 m)
DIGITAL ORTHOPHOTOGRAPHY

WETLAND BOUNDARIES DELINEATED BY:
FRONTIER CORPORATION USA, 221 N. GATEWAY DRIVE, SUITE B, PROVIDENCE, UT 84332
435-753-9502

WETLAND DELINEATION
SURVEY MAP

PROJECT:	
DRAWN BY:	TEJ
REVIEWED BY:	NMM
REVISIONS:	
No. DATE	REMARKS
REV DATE4	REV REMARKS4
REV DATE5	REV REMARKS5

DATE: June 30, 2017

FIGURE NUMBER: **1 OF 1**

C:\Users\Nick\Dropbox\EDM\Projects\Kinross Estates\Survey\West Bountiful Wetlands Rev1.dwg

Figure 3a. Wetland Delineation Map

WETLAND DELINEATION SURVEY MAP

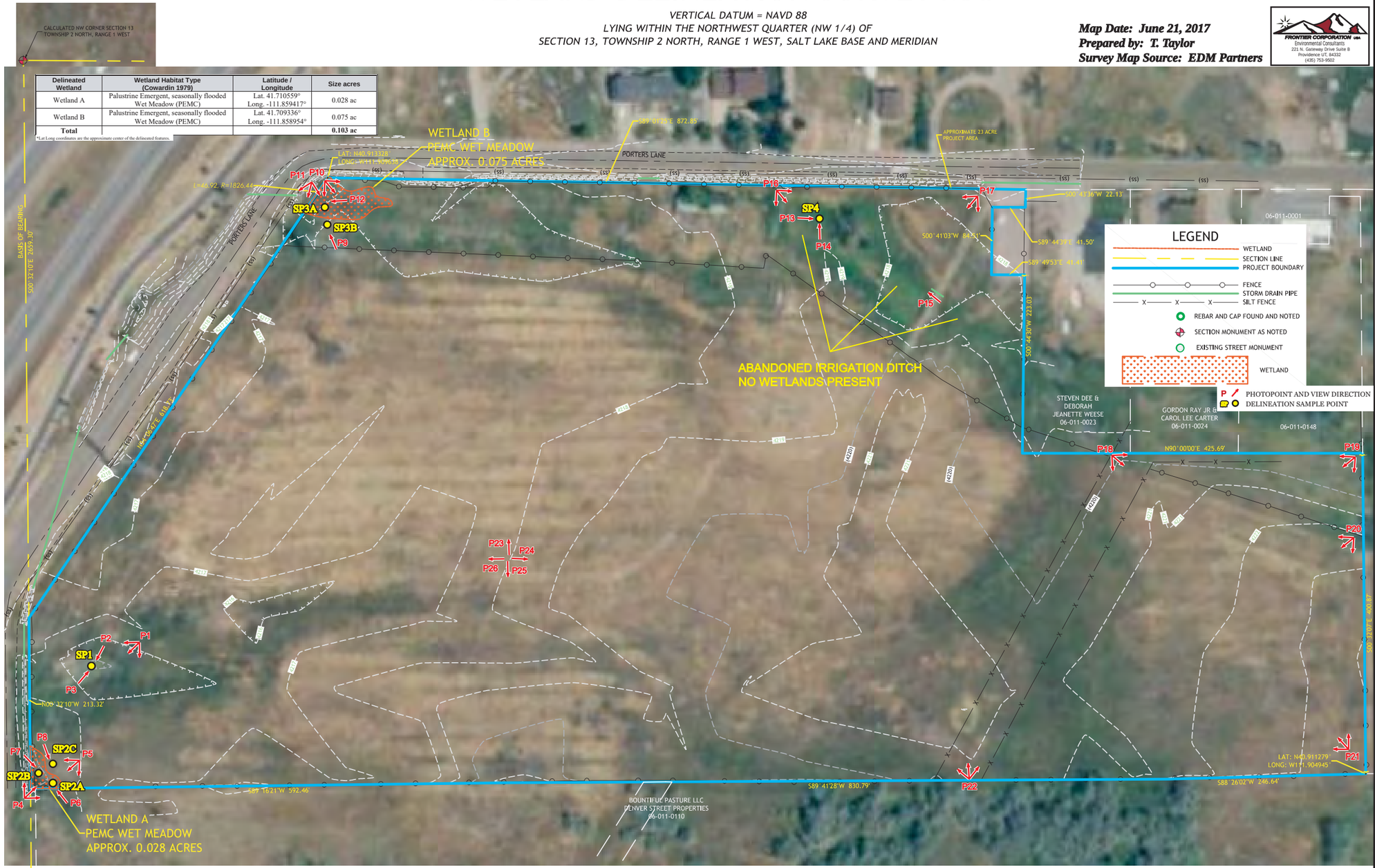
VERTICAL DATUM = NAVD 88
LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF
SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

Map Date: June 21, 2017
Prepared by: T. Taylor
Survey Map Source: EDM Partners

FRONTIER CORPORATION USA
Environmental Consultants
221 N. Gateway Drive Suite B
Providence UT, 84332
(435) 753-9502

Delineated Wetland	Wetland Habitat Type (Cowardin 1979)	Latitude / Longitude	Size acres
Wetland A	Palustrine Emergent, seasonally flooded Wet Meadow (PEMC)	Lat. 41.710559° Long. -111.859417°	0.028 ac
Wetland B	Palustrine Emergent, seasonally flooded Wet Meadow (PEMC)	Lat. 41.709336° Long. -111.858954°	0.075 ac
Total			**0.103 ac**

*Lat Long coordinates are the approximate center of the delineated features.



EDM Partners
3980 S. 700 E., #22 Salt Lake City, UT 84107
(801) 201-7494 www.edmllc.net

NORTH
SCALE: 1" = 120'
0 30 60 120 180

AERIAL IMAGERY SOURCE:
ACRC UTAH NAIP IMAGERY
NAIP 2016 (1 m)
DIGITAL ORTHOPHOTOGRAPHY

WETLAND BOUNDARIES DELINEATED BY:
FRONTIER CORPORATION USA, 221 N. GATEWAY DRIVE, SUITE B, PROVIDENCE, UT 84332
435-753-9502

WETLAND DELINEATION
SURVEY MAP

PROJECT:	
DRAWN BY:	TEJ
REVIEWED BY:	NMM
REVISIONS:	
No. DATE	REMARKS
REV DATE4	REV REMARKS4
REV DATE5	REV REMARKS5

DATE: June 30, 2017

FIGURE NUMBER:
1 OF 1

C:\Users\Nick\Dropbox\EDM\Projects\Kinross Estates\Survey\West Bountiful Wetlands Rev1.dwg

Figure 3b. Wetland Delineation Map - sample points/photo points.

The two wetlands are located along the western Project Area boundary in low-lying drainage spots that abut the Porters Lane road prism. The low spots collect surface drainage, but are poorly drained due to the poor drainage function of the road's stormwater ditch system. The road prism appears to function as dam, causing drainage water to backup into these low spots. In the past, these low spots would have also captured irrigation drainage.

Wetland A is located in the southwest corner of the Project Area. This wetland originates on the adjacent property to the south and drains across a small portion of the Project Area and into the Porter Lane road ditch. It appears that the road ditch drainage eventually connects to wetlands bordering Farmington Bay to the west. Approximately 0.028 acres of Wetland A was delineated within the Project Area.

Wetland A is dominated by herbaceous wetland indicator plants growing in a distinctly low-lying drainage swale. The low area appears to be ponded by seasonal stormwater drainage from the adjacent property to the south that is backed up against the Porters Lane road prism. There was no surface water in the drainage swale at the time of the delineation site inspection, but drift deposits of dead algae (pond scum) was observed coating the bare ground and hanging from the property fence where it crosses Wetland A.

Wetland B is approximately 0.075 acres in size and is situated in the northwest corner of the Project Area. It is situated in a fenced-off horse pasture. Wetland B is in a low drainage swale that is periodically ponded by stormwater in the Porters Lane road ditch that is backed up by what appears to be an undersized road culvert. Drift debris was observed on the western property fence near the road culvert and is indicative of seasonal ponding caused by backed-up water (Appendix C, Photo 12). Hummocked soils caused by livestock trampling were observed within the wetland, but no hummocks were observed in the adjacent upland areas. The hummocks are indicative of saturated soils caused by the back-up water.

Some of the low areas within the baled hayfields have a mix of both wetland and upland indicator plants. Upland sample point 1 was conducted in an isolated low spot within in the western hayfield. This low spot had a plant community dominated by FAC indicator plants. However, no indicators of hydric soils or wetland hydrology were observed at sample point 1. The low spot had been mowed and baled, which indicates that site conditions in the low spot do not remain wet enough to prevent planting, mowing and baling of vegetation by heavy equipment.

The remnants of what appears to be an old farm pond that was fed by an irrigation ditch is located in the northeast portion of the Project Area (Figure 3a). Both the old pond and feeder ditch are overgrown with vegetation and there were no indicators of surface water (Appendix C, Photo 15). The low area where the pond used to be is dominated by rough cocklebur (*Xanthium strumarium*), which is a weedy FAC indicator plant often found in disturbed sites that are periodically ponded. Upland sample point 4 was conducted in this area (Figure 3b). No wetland hydrology indicators were observed at sample point 4. The soil profile contained very dry, loose and friable loamy and sandy soils that did not have any indicators for hydric soils. The

weedy presence of cocklebur is likely relict from when the low area was flooded regularly with irrigation water.

An easement for a recently installed gas pipeline intersects the baled hayfields in the eastern portion of the Project Area. Mats were installed within the pipeline easement for heavy equipment operation and the easement is lined with silt fence (Appendix C, Photos 18 & 22). However, no evidence of hydrology or wetland vegetation was observed in this area. The easement consisted of mostly disturbed bare soil and upland weed and grass species that are commonly associated with disturbed soils, including: annual ragweed (*Ambrosia artemisiifolia*), cheatgrass (*Bromus tectorum*), and field bindweed (*Convolvulus arvensis*). Smooth brome (*Bromus inermis*), an introduced facultative upland grass, is dominant in undisturbed areas bordering the pipeline easement.

3.1 Vegetation

A list of the upland and wetland plant species observed in the Project Area, and their assigned wetland indicator status, are provided in Table 2.

Table 2. Common plant species observed within the Project Area.

Upland Indicator Plant Species[1]	Scientific Name[1]	USACE Arid West Indicator Status[2]
alfalfa	*Medicago sativa*	FACU
alkali-mallow	*Malvella leprosa*	FACU
annual ragweed	*Ambrosia artemisiifolia*	FACU
bulbous bluegrass	*Poa bulbosa*	FACU
cereale rye	*Secale cereale*	UPL
cheatgrass	*Bromus tectorum*	UPL
clasping pepperwort	*Lepidium perfoliatum*	FACU
common dandelion	*Taraxacum officinale*	FACU
field bindweed	*Convolvulus arvensis*	UPL
field brome	*Bromus arvensis*	FACU
hoary cress	*Cardaria draba*	UPL
intermediate wheatgrass	*Thinopyrum intermedium*	UPL
jointed goatgrass	*Aegilops cylindrica*	UPL
lamb's quarters	*Chenopodium album*	FACU
little barley	*Hordeum pusillum*	FACU
meadow false rye grass	*Schedonorus pratensis*	FACU
nodding plume-less thistle	*Carduus nutans*	FACU
prickly lettuce	*Lactuca serriola*	FACU
red clover	*Trifolium pretense*	FACU
tall false rye grass	*Schedonorus arundinaceus*	FACU
scotch cottonthistle	*Onopordum acanthium*	UPL
sego lily	*Calochortus nuttallii*	UPL
showy milkweed	*Asclepias speciosa*	FACU
smooth brome	*Bromus inermis*	FACU
Wetland Indicator Plant Species[1]	**Scientific Name[1]**	**USACE Arid West Indicator Status[2]**

Baltic rush	*Juncus balticus*	FACW
common reed	*Phragmites australis*	FACW
common spike-rush	*Eleocharis palustris*	OBL
creeping wildrye	*Elymus repens*	FAC
curly dock	*Rumex crispus*	FAC
cursed buttercup	*Ranunculus sceleratus*	OBL
Great plantain	*Plantago major*	FAC
English plantain	*Plantago lanceolate*	FAC
Eastern cottonwood	*Populus deltoids*	FAC
fox-tail barley	*Hordeum jubatum*	FAC
Fuller's teasel	*Dipsacus fullonum*	FAC
Mexican-fireweed	*Bassia scoparia*	FAC
reed canary grass	*Phalaris arundinacea*	FACW
Russian olive	*Elaeagnus angustifolia*	FAC
rough cocklebur	*Xanthium strumarium*	FAC
saltmarsh sandspurry	*Spergularia marina*	OBL
spearmint	*Mentha spicata*	FACW
yard knotweed	*Polygonum aviculare*	FAC

Indicator Status	Designation	Definition
Obligate (OBL)	Hydrophyte	Almost always occur in wetlands
Facultative Wetland (FACW)	Hydrophyte	Usually occur in wetlands; but may occur in non-wetlands
Facultative	Hydrophyte	Occur in wetlands and non-wetlands
Facultative Upland (FACU)	Non-hydrophyte	Usually occur in non-wetlands, but may occur in wetlands
Upland (UPL)	Nonhydrophyte	Almost never occur in wetlands

[1] Common names and scientific names as per USACE 2016 Arid West Regional Plants List..
[2] Indicator status is identified in the USACE 2016 Arid West Regional Plants List.

3.1.1 Wetland Vegetation

Wetland plants observed in Wetlands A and B are typical of seasonally flooded wet meadows growing in agricultural areas near the shoreline of the Great Salt Lake. Common plant species observed in Wetland A include reed canary grass (*Phalaris arundinacea*), common spikerush (*Eleocharis palustris*) creeping wildrye (*Elymus repens*), Baltic rush (*Juncus balticus*), cocklebur, Fuller's teasel (*Dipsacus fullonum*), and yard knotweed (*Polygonum aviculare*). Common plants observed in Wetland B include common spikerush, fox-tail barley (*Hordeum jubatum*), saltmarsh sandspurry (*Spergularia marina*), cursed buttercup (*Ranunculus scelaratus*), cocklebur, and curly dock (*Rumex crispus*). Some facultative upland plants extend into Wetland B from the adjacent horse pasture including red clover (*Trifolium pratense*), and little barley (*Hordeum pusillum*).

3.1.2 Upland Vegetation

The majority of the uplands in the Project Area consist of a mix of forage grasses planted for hay cultivation and herbaceous weedy forbs including cereal rye (*Secale cereal*), meadow false rye grass (*Schedonorus pratensis*), intermediate wheatgrass (*Thinopyrum intermedium*), field brome

(*Bromus arvensis*), hoary cress (*Cardaria draba*), bindweed (*Convolvulus arvensis*), showy milkweed (*Asclepias speciosa*), alfalfa (*Medicago sativa*), prickly lettuce (*Lactuca serriola*), cheatgrass (*Bromus tectorum*), nodding plume-less thistle (*Carduus nuttans*), bulbous bluegrass (*Poa bulbosa*), and alkali-mallow (*Malvella leprosa*). Some of the low areas within the baled hayfields contained facultative wetland plants including Mexican-fireweed (*Bassia scoparia*), rough cocklebur, fox-tail barley, and creeping wildrye. As discussed previously, there were no indicators of hydric soil or hydrology observed in these areas.

The northern horse pasture contains vegetation typical of farmland pasture near the shoreline of the Great Salt Lake. This is a mix of pasture grasses, legumes and salt tolerant species that typically grow on lowlands adjacent to the Great Salt Lake. Common plants in this area include: little barley, red clover, and common dandelion (*Taraxacum officinale*). A lesser amount of fox-tail barley, and saltmarsh sandspurry was observed growing in upland areas adjacent to Wetland B. The latter are facultative and obligate wetland indicator plants that also grow in areas with saline/alkali soil conditions that are typical of old lake plane shorelands bordering the Great Salt Lake. The presence of these plants growing in higher upland areas is due to saline soil conditions rather than hydric soil conditions.

Vegetation growing in the abandoned irrigation ditches and the remnants of the old farm pond in the northern portion of the Project Area is mostly dominated by cocklebur. Growing with the cocklebur is a mix of little barley, annual ragweed, and small amounts of field bindweed, common spike-rush and curly dock. There are a few clumped Eastern cottonwood (*Populus deltoids*) trees near the center of the low area that were likely planted for livestock shade. This area also lacked hydric soil indicators and wetland hydrology indicators and was classified as upland.

3.2 Soils

The Soil Survey indicates that the Project Area is underlain entirely by three soil units (Figure 4):

- Logan silty clay loam, saline, sodic, 0 to 1 percent slopes (Lu);
- Logan silty clay loam, shallow water table, 0 to 3 percent slopes (Lw); and
- Roshe Springs silt loam, drained, clayey substratum, 0 to 3 percent slopes (Rt).

The soil survey mapping data were obtained online from the USDA-NRCS website http://websoilsurvey.nrcs.usda.gov/ (USDA-NRCS 2017b). The soil units were cross referenced with the 2016 National Hydric Soils List www.soils.usda.gov/use/hydric (USDA-NRCS 2016). Soil units on the hydric list are known to have a prevalence of supporting wetland conditions if ample sources of water are present. All of the soil units mapped within the Project Area are included on the hydric soils list.

However, the USDA indicates that "caution must be used when comparing the list of hydric components to soil survey maps. Many of the soils on the list have water table depths that allow the soil component to range from hydric to non-hydric depending on the location of the soil

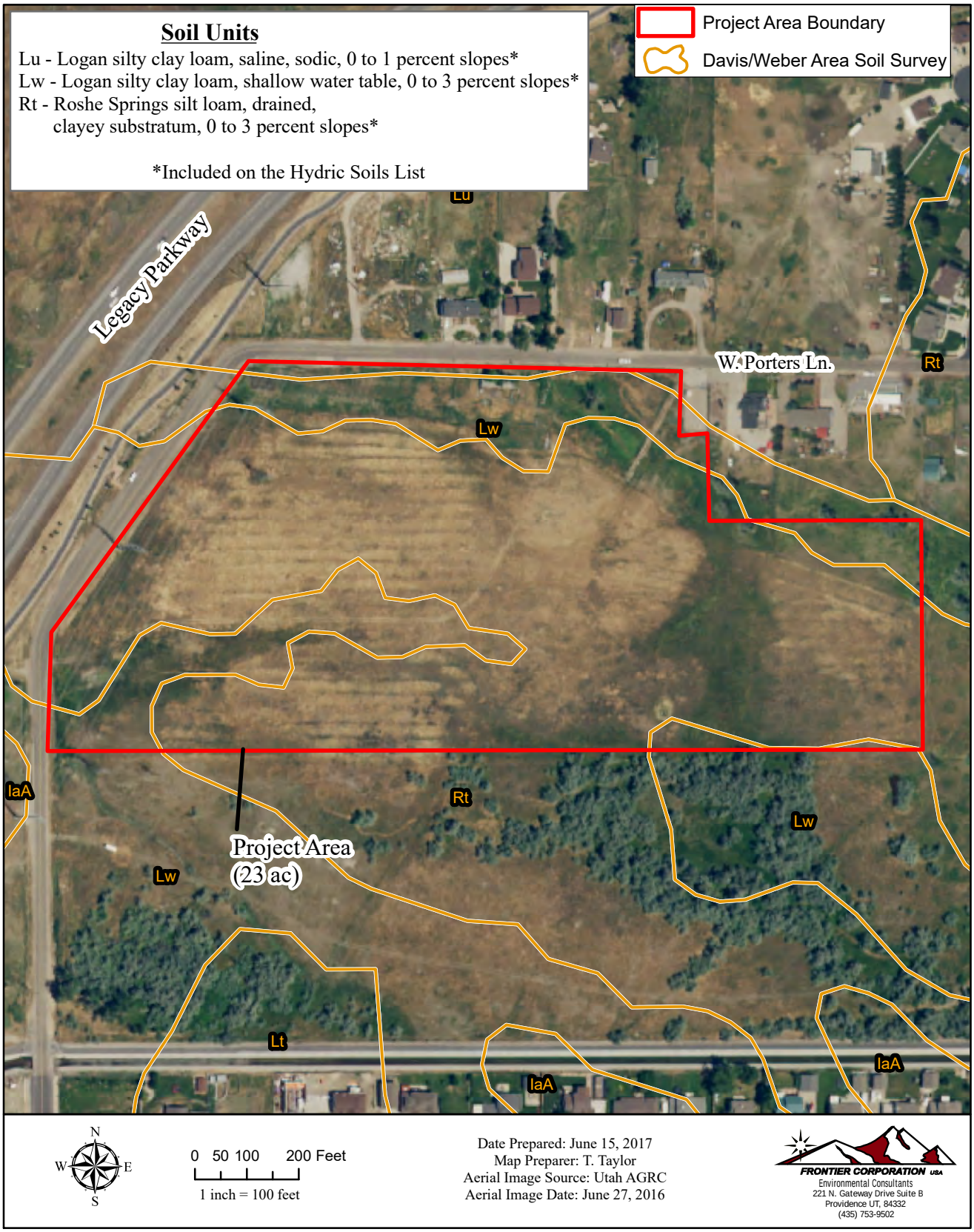


Figure 4. Soil Suvey Map

Soil units acquired from the NRCS web soil survey at: http://websoilsurvey.nrcs.usda.gov/

within the landscape as described in the map unit. Lists of hydric soils along with soil survey maps are good off-site ancillary tools to assist in wetland determinations, but they are not a substitute for observations made during on-site investigations."

The following soil unit description is from the *Soil Survey of Davis Weber Area, Utah* (USDA-SCS 1968).

Logan silty clay loam, saline, sodic, 0 to 1 percent slopes (Lu). Soils in the Logan series consist of deep, poorly drained, black or nearly black soils. They formed on nearly level low lake terraces and floodplains, in moderately fine textured alluvium and lake sediments. *Logan silty clay loam, saline, sodic, 0 to1 percent slopes (Lu)* is moderately affected by salts and alkali. The soil is mainly in narrow, nearly level drainage ways. Depth to the water table ranges from 20 to 30 inches. The entire soil unit is used for unimproved pasture, and unless it is drained and reclaimed from damage by salts and alkali, the soil is not suited to cultivated crops. A very thin strip of the northern portion of the Project Area is underlain by this soil unit.

Logan silty clay loam, shallow water table, 0 to 3 percent slopes (Lw). This soil unit is similar to the *Lu* soil unit except that it occurs in long, narrow or irregularly shaped areas where the water table is continuously near the surface. The depth to water table is generally 18 inches. The soil is used for unimproved pasture and is poorly suited to cultivated crops because it is difficult to drain. The southwest portion of the Project Area, including Wetland A and the northern portion of the Project Area, including Wetland B are underlain by this soil unit.

Roshe Springs silt loam, drained, clayey substratum 0 to 3 percent slopes (Rt). The Roshe Springs series consists of deep, poorly drained and very poorly drained soils. They formed in in areas where the water table was continuously high in depressions on low lake terraces and on flood plains. *Roshe Springs silt loam, drained, clayey substratum 0 to 3 percent slopes (Rt)* is nearly level and overlies very slowly permeable clay below a depth of 3 feet. Depth to the water table is 3 feet in most places within the soil unit. The soil unit is moderately affected by salts and alkali. This soil is used mainly for irrigated crop fields and pastures and drained areas that are well suited for irrigation improvements. Most of the Project Area is underlain by this soil unit.

The majority of the soils throughout the project area have been altered by past tilling and seeding, recent mowing and baling of hay, and soil disturbances related to the pipeline easement and various utilities that cross the Project Area. Soils conducted at the upland sample points generally did not match the soil unit descriptions, while soils conducted at the wetland sample points more closely resembled the soil unit descriptions. This is not surprising given the majority of the soil disturbance has taken place in the upland areas.

The upland soil profiles contained dry, friable soils with loam in the upper horizons with sand below. Soil colors observed in the upland soil profiles were 10YR 4/4, 3/2, 3/3, 4/2, 2/1, and 7.5YR 3/2 in color. No redox features were observed in the loam and sand layers except for upland sample point 3B, which contained loam in the upper 14 inches and clay loam and clay below. The buried clay layer had a 5Y5/2 depleted matrix at 20 inches below surface and 1%

faint redox that did not meet any of the hydric soil criteria. The wetland soil profiles generally had dark surface layers that were underlain with depleted clay layers that met the Depleted Below Dark Surface (A11) hydric criteria.

3.3 Wetland Hydrology

There are no lakes, ponds, streams, or any other water bodies within the Project Area. Wetland A appears to capture and pond seasonal stormwater drainage from the adjacent property to the south. The stormwater is backed up against the Porters Lane roadway prism. Evidence of recent ponding includes dead algae (pond scum) coating the bare ground and lining the property fence within the wetland area. The low area within the horse pasture that comprises Wetland B appears to be seasonally ponded by stormwater backing up against the Porters Lane road culvert. Drift debris on the fence line between the wetland and the road culvert and deep hummocks within the low area is evidence of seasonal ponding.

No evidence of hydrology was observed in the upland hayfields or upland horse pasture, which comprise the majority of the Project Area. The remnant farm pond and irrigation ditches are overgrown with vegetation and lack evidence of recent surface water flows. Upland sample point 4 was conducted in this area. Soils were loose and dry, and no indicators of saturated hydric soil conditions, high water table, or surface water hydrology were observed at this upland area.

4.0 NATIONAL WETLAND INVENTORY DATA

Figure 5 shows NWI mapping data that were obtained from the USFWS website: https://www.fws.gov/wetlands/data/mapper.HTML. The NWI data show the presence of temporarily flooded palustrine emergent (PEMA) wetlands, seasonally flooded palustrine emergent (PEMF), and semipermanently flooded palustrine emergent (PEMC) wetlands in the vicinity of the Project Area. But there are no NWI wetlands identified within the Project Area boundaries.

The methods used to generate the NWI data are useful for identifying the general presence of large, conspicuous wetland areas. However, wetlands smaller than 0.5 acre in size were often omitted from the NWI mapping data, and the precision of mapped wetland boundaries may be somewhat coarse.

None of the NWI mapped wetlands in the Project Area vicinity are near or seem to coincide with wetlands delineated within the Project Area. The delineated wetlands are smaller than 0.5 acre in size, and may have been omitted from the NWI mapping. But a more likely scenario is that these two wetlands were recently created when Porters Lane and its stormwater drainage ditches were reconstructed to facilitate the Legacy Parkway circa 2008.

Figure 5. National Wetland Inventory Map

NWI Data obtained online at http://www.fws.gov/wetlands/data/mapper.HTML

5.0 JURISDICTIONAL NEXUS

There are no land uses within the Project Area that have a nexus to interstate commerce.

The Project Area is situated approximately 0.33 miles southwest of Farmington Bay of the Great Salt Lake. Both Wetlands A and B appear to have potential drainage connections to wetland complexes bordering and contiguous with Farmington Bay via ditches associated with the Porters Lane stormwater drainage system.

The Great Salt Lake is classified as a Traditional Navigable Water by the USACE. The delineated wetlands could potentially be regulated by the USACE under the federal Clean Water Act because they may have potential drainage connections to the Great Salt Lake.

6.0 SUMMARY

Frontier Corporation USA completed a wetland delineation on behalf of Hamilton Development for an approximately 23-acre Project Area located in West Bountiful, Davis County, Utah. The Project Area is situated on the east side of Legacy Parkway (State Route 67), immediately west of 1100 West and south of Porters Lane. The property parcel is under contract with Hamilton Development for a potential residential subdivision project and the delineation was done as part of Hamilton Development's due diligence with the current property owner.

The Project Area is a dryland farm used for hay fields and horse pastures. The majority of the Project Area is hay fields that had been recently been mowed and baled at the time of the delineation site inspection. Two small areas of seasonally flooded palustrine emergent wet meadow wetlands, totaling 0.103 acres, were delineated within the Project Area boundaries (Table 1). The wetlands are labeled Wetland A and Wetland B on the delineation maps (Figures 3a and 3b).

Wetland A is approximately 0.028 acres in size and Wetland B is approximately 0.075 acres in size. The two wetlands are located along the western Project Area boundary in low-lying drainage spots that abut the Porters Lane road prism. The low spots collect surface drainage, but are poorly drained due to the poor drainage function of the road's stormwater ditch system. The road prism appears to function as dam, causing drainage water to backup into these low spots. In the past, these low spots would have also captured irrigation drainage.

There are no land uses within the Project Area that have a nexus to interstate commerce. However, both Wetlands A and B appear to have drainage connections to other wetlands bordering Farmington Bay via the Porters Lane stormwater ditch system. Farmington Bay is part of the Great Salt Lake. The Great Salt Lake is classified as a Traditional Navigable Water by the USACE. Therefore, the two wetlands could potentially be fall under the federal Clean Water Act regulations because they may have potential drainage connections to the Great Salt Lake.

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APPENDIX A

Request for Jurisdictional Determination Form

REQUEST FOR JURISDICTIONAL DETERMINATION

This form should be used when a jurisdictional determination (JD) is required from the U.S. Army Corps of Engineers, Sacramento District. It is intended to help both the requestor and the Corps in determining which type of JD, if any, is appropriate. Use of the form is optional; however the information and consent is needed to complete a JD. If you are applying for a Department of the Army permit, you do not need to request a JD. A jurisdictional determination is not required to process a permit application. At the time an application is submitted, the Corps will assume the aquatic resources on the parcel/within the review area are waters of the United States for the purpose of making a permit decision. With no JD requested, the permit application may be processed more quickly. The permittee retains the ability to request a JD any time during or after the permit application review process.

I am requesting the U.S. Army Corps of Engineers, Sacramento District, complete a jurisdictional determination for the parcel/review area located at:

Street Address: Approximately 1100 West Porters Lane City: West Bountiful County: Utah
State: UT Zip: 84087 Section: NW1/4 Sec13 Township: 2N Range: 1W
Latitude (decimal degrees): 40.912182° N Longitude (decimal degrees): -111.908056° W
The approximate size of the review area for the JD is 423 acres. **(Please attach location map)**

Choose one:
- ☐ I currently own this property.
- ☑ I plan to purchase this property.
- ☐ I am an agent/consultant acting on behalf of the requestor.
- ☐ Other: _____

Choose one:
- ☐ I am requesting an Approved JD.
- ☑ I am requesting a Preliminary JD.
- ☐ I am unclear as to which JD I would like to request and require additional information to inform my decision.

Reason for request: (check all that apply)
- ☐ I intend to construct/develop a project or perform activities on this parcel/review area which would be designed to avoid all aquatic resources.
- ☐ I intend to construct/develop a project or perform activities on this parcel/review area which would be designed to avoid all jurisdictional aquatic resources under Corps authority.
- ☑ I intend to construct/develop a project or perform activities on this parcel/review area which may require authorization from the Corps, and the JD would be used to avoid and minimize impacts to jurisdictional aquatic resources and as an initial step in a future permitting process.
- ☐ I intend to construct/develop a project or perform activities on this parcel/review area which may require authorization from the Corps; this request is accompanied by my permit application and the JD is to be used in the permitting process.
- ☐ I intend to construct/develop a project or perform activities in a navigable water of the U.S. which is included on the district's list of navigable waters under Section 10 of the Rivers and Harbors Act of 1899 and/or is subject to the ebb and flow of the tide.
- ☐ A JD is required in order to obtain my local/state authorization.
- ☐ I intend to contest jurisdiction over a particular aquatic resource and request the Corps confirm that jurisdiction does/does not exist over the aquatic resource on the parcel/review.
- ☐ I believe that the parcel/review area may be comprised entirely of dry land.

Other: _____

Attached Information:
- ☑ Maps depicting the general location and aquatic resources within the review area consistent with Map and Drawing Standards for the South Pacific Division Regulatory Program (Public Notice February 2016, http://www.spd.usace.army.mil/Missions/Regulatory/Public-Notices-and-References/Article/651327/updated-map-and-drawing-standards/)
- ☑ Aquatic Resources Delineation Report, if available, consistent with the Sacramento District's Minimum Standards for Acceptance (Public Notice January 2016, http://1.usa.gov/1V68IYa)

By signing below, you are indicating that you have the authority, or are acting as the duly authorized agent of a person or entity with such authority, to and do hereby grant Corps personnel right of entry to legally access the site if needed to perform the JD. Your signature shall be an affirmation that you possess the requisite property rights to request a JD on the subject property.

*Signature: _____ Date: June 30, 2017
Name: Zachary Brodsky Company name: Hamlet Development
Address: 308 East 4500 South, Suite 200
Murray, UT 84107
Telephone: (801) 506-9621 Email: zachary@hamlethomes.com

***Authorities:** Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Program of the U.S. Army Corps of Engineers; Final Rule for 33 CFR Parts 320-332.
Principal Purpose: The information that you provide will be used in evaluating your request to determine whether there are any aquatic resources within the project area subject to federal jurisdiction under the regulatory authorities referenced above.
Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public, and may be made available as part of a public notice as required by federal law. Your name and property location where federal jurisdiction is to be determined will be included in the approved jurisdictional determination (AJD), which will be made available to the public on the District's website and on the Headquarters USACE website.
Disclosure: Submission of requested information is voluntary; however, if information is not provided, the request for an AJD cannot be evaluated nor can an AJD be issued.

APPENDIX B

Wetland Determination Data Forms

WETLAND DETERMINATION DATA FORM - Arid West Region – Version 2.0

Project/Site: Hamlet Development West Bountiful Subdivision	City/County: W. Bountiful/Davis	Sampling Date: June 14, 2017
Applicant/Owner: Hamlet Development	State: Utah	Sampling Point: 1
Investigator(s): T. Taylor, D. Wenger	Section, Township, Range: S25 T2N R1W	Upland
Landform (hillslope, terrace, etc.): Lake plain	Local relief (concave, convex, none): none	Slope (%): 0
Subregion (LRR): Interior Deserts (LRR D) Lat: 40.911671	Long: -111.910711	Datum: WGS84
Soil Map Unit Name: Roshe springs silt loam, drained, clayey substratum 0 to 3 % slopes (Rt)	NWI classification: None	
Are climatic / hydrologic conditions on the site typical for this time of year? Yes: **X** No:	(If no, explain in Remarks.)	
Are Vegetation **N** ,Soil **N** , or Hydrology **N** Significantly disturbed?	Are "Normal Circumstances" present? Yes: **X**	No:
Are Vegetation **N** ,Soil **N** , or Hydrology **N** Naturally problematic?	(If needed, explain any answers in Remarks.)	

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes: X	No:	**Is the Sampled Area within a Wetland?**	**Yes:** **No: X**
Hydric Soil Present?	Yes:	No: X		
Wetland Hydrology Present?	Yes:	No: X		

Remarks: Upland sample point 1 conducted in low depression within a hay field that was recently mowed and baled. Soils may be disturbed from past farming practices. Sample point was placed in lowest point in the depression. FAC plant community but no hydric soils or hydrology indicators.

VEGETATION - Use scientific names of plants

Tree Stratum (Plot Size:_____)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	0	= Total Cover	
Sapling/Shrub Stratum (Plot Size:___)			
1.			
2.			
3.			
4.			
	5	= Total Cover	
Herb Stratum (Plot Size:___5 ft. radius_____)			
1. Bassia scoporia	35	Yes	FAC
2. Xanthium strumarium	20	Yes	FAC
3. Juncus arcticus	4	No	FACW
4. Eleocharis palustris	1	No	OBL
5.			
6.			
7.			
8.			
	60	= Total Cover	
Woody Vine Stratum (Plot Size:_____)			
1.			
2.			
Total Cover:	0		

% Bare Ground in Herb Stratum 40 % Cover of Biotic Crust 0

Dominance Test Worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100% (A/B)

Prevalence Index Worksheet:

Total % Cover of:		Multiply by:		
OBL species:	1	x 1=	1	
FACW species:	4	x 2 =	8	
FAC species:	55	x 3 =	165	
FACU species:	0	x 4 =	0	
UPL species:	0	x 5 =	0	
Column Totals:	60	(A)	174	(B)

Prevalence Index = B/A = 2.9

Hydrophytic Vegetation Indicators:

X Dominance Test >50%

Prevalence Index is ≤3.0[1]

Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes: X** **No:**

Remarks: FAC dominated plant community growing on bottom of low depression in a hayfield that captures seasonal runoff in early spring. No indicators of hydric soils or wetland hydrology are present despite Winter and Spring 2017 having above normal amounts of precipitation as measured at the nearby Salt Lake International Airport weather station. Vegetation in depression was mowed and baled at time of delineation site inspection.

SOILS

Sampling Point: 1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.) **Upland**

Depth (inches)	Matrix		Redox Features					
	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-2	10YR 3/2	100					loam	Dry, friable, fibrous root zone
6-11	10YR 3/2	100					loam	w/ 10% small gravel, dry, friable
11-20	10YR 3/2	50					Sandy loam	Dry, friable
11-20	10YR 3/3	50					Sand	Dry, friable, w/ pieces of mica
								& 10% small gravel

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS+Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- Histosol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Stratified Layers (A5) (**LRR C**)
- 1 cm Muck (A9) (**LRR D**)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Sandy Mucky Mineral (S1)
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Loamy Mucky Mineral (F1)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)
- Vernal Pools (F9)

Indicators for Problematic Hydric Soils[3]:

- 1 cm Muck (A9) (**LRR C**)
- 2 cm Muck (A10) (**LRR B**)
- Reduced Vertic (F18)
- Red Parent Material (TF2)
- Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type:

Depth (inches):

Hydric Soil Present? **Yes:** **No: X**

Remarks: Upper soil profile appears to be mixed from past plowing and drill seeding, and from recent mowing and baling. No redox observed. No hydric soil indicators observed. Sandy loam at 11 inches appears to be moderately well drained.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (any one indicator is sufficient)

- Surface Water (A1)
- High Water Table (A2)
- Saturation (A3)
- Water Marks (B1) (**Nonriverine**)
- Sediment Deposits (B2) (**Nonriverine**)
- Drift Deposits (B3) (**Nonriverine**)
- Surface Soil Cracks (B6)
- Inundation Visible on Aerial Imagery
- Water-Stained Leaves (B9)
- Salt Crust (B11)
- Biotic Crust (B12)
- Aquatic Invertebrates (B13)
- Hydrogen Sulfide Odor (C1)
- Oxidized Rhizospheres along Living Roots (C3)
- Presence of Reduced Iron (C4)
- Recent Iron Reduction in Plowed Soils (C6)
- Thin Muck Surface (C7)
- Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- Water Marks (B1) (**Riverine**)
- Sediment Deposits (B2) (**Riverine**)
- Drift Deposits (B3) (**Riverine**)
- Drainage patterns (B10)
- Dry-Season Water Table (C2)
- Crayfish Burrows (C8)
- Saturation Visible on Aerial Imagery (C9)
- Shallow Aquitard (D3)
- FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes: ____ No X Depth (inches): ____

Water Table Present? Yes: ____ No X Depth (inches): ____

Saturation Present? (incl. capillary fringe) Yes: ____ No X Depth (inches): ____

Wetland Hydrology Present? **Yes:** **No: X**

Describe Recorded Data (Stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: No ponding, high water table, soil saturation, or other indicators of hydrology observed. No secondary indicators observed.

WETLAND DETERMINATION DATA FORM - Arid West Region – Version 2.0

Project/Site: Hamlet Development West Bountiful Subdivision	City/County: W. Bountiful/Davis	Sampling Date: June 14, 2017
Applicant/Owner: Hamlet Development	State: Utah	Sampling Point: 2A
Investigator(s): T. Taylor, D. Wenger	Section, Township, Range: S25 T2N R1W	Wetland A
Landform (hillslope, terrace, etc.): Lake plain	Local relief (concave, convex, none): none	Slope (%): 0
Subregion (LRR): Interior Deserts (LRR D) Lat: 40.911253	Long: -111.910921	Datum: WGS84
Soil Map Unit Name: Logan silty clay loam, shallow water table, 0 to 3 percent slopes (Lw)	NWI classification: None	
Are climatic / hydrologic conditions on the site typical for this time of year? Yes: **X** No:	(If no, explain in Remarks.)	
Are Vegetation **N** ,Soil **N** , or Hydrology **N** Significantly disturbed?	Are "Normal Circumstances" present? Yes: **X**	No:
Are Vegetation **N** ,Soil **N** , or Hydrology **N** Naturally problematic?	(If needed, explain any answers in Remarks.)	

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes:	X	No:	**Is the Sampled Area within a Wetland?** **Yes: X** **No:**
Hydric Soil Present?	Yes:	X	No:	
Wetland Hydrology Present?	Yes:	X	No:	

Remarks: Sample point 2A for Wetland A. Sample point conducted in low depression in the southwest corner of the project area that captures and ponds storm water drainage from the adjacent property to the south and from the Porter Lane road prism. Wetland area extends onto property to the south.

VEGETATION - Use scientific names of plants

Tree Stratum (Plot Size:_____)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	0	= Total Cover	
Sapling/Shrub Stratum (Plot Size:_____)			
2.			
3.			
4.			
	5	= Total Cover	
Herb Stratum (Plot Size:___5 ft. radius_____)			
1. Phalaris arundinacea	20	Yes	FACW
2. Elymus repens	10	Yes	FAC
3. Juncus balticus	5	No	FACW
4. Xanthium strumarium	5	No	FAC
5. Eleocharis palustris	2	No	OBL
6.			
7.			
8.			
	42	= Total Cover	
Woody Vine Stratum (Plot Size:_____)			
1.			
2.			
Total Cover:	0		

% Bare Ground in Herb Stratum 58 % Cover of Biotic Crust 0

Dominance Test Worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100% (A/B)

Prevalence Index Worksheet:

Total % Cover of:		Multiply by:	
OBL species:	2	x 1=	2
FACW species:	25	x 2 =	50
FAC species:	15	x 3 =	45
FACU species:	0	x 4 =	0
UPL species:	0	x 5 =	0
Column Totals:	42 (A)		97 (B)

Prevalence Index = B/A = 2.31

Hydrophytic Vegetation Indicators:

X Dominance Test >50%

Prevalence Index is ≤3.0[1]

Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes: X** **No:**

Remarks: Bare ground is 60% dead algae (pond scum) 40% bare soil.

SOILS

Sampling Point: 2A

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.) **Wetland**

Depth (inches)	Matrix		Redox Features					
	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-10	10YR 2/1	100					Clay loam	Moist, sticky
10-16	10YR 2/1	100					Clay loam	w/ 20% small gravel
16-20	7.5YR 5/2	40					Sandy clay	moist
16-20	2.5YR 6/2	60					Sandy clay	moist
20+	2.5YR 6/2	100					Heavy clay	moist

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS+Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

	Histosol (A1)	Sandy Redox (S5)	1 cm Muck (A9) (**LRR C**)
	Histic Epipedon (A2)	Stripped Matrix (S6)	2 cm Muck (A10) (**LRR B**)
	Black Histic (A3)	Loamy Mucky Mineral (F1)	Reduced Vertic (F18)
	Hydrogen Sulfide (A4)	Loamy Gleyed Matrix (F2)	Red Parent Material (TF2)
	Stratified Layers (A5) (**LRR C**)	Depleted Matrix (F3)	Other (Explain in Remarks)
	1 cm Muck (A9) (**LRR D**)	Redox Dark Surface (F6)	
X	Depleted Below Dark Surface (A11)	Depleted Dark Surface (F7)	
	Thick Dark Surface (A12)	Redox Depressions (F8)	
	Sandy Mucky Mineral (S1)	Vernal Pools (F9)	
	Sandy Gleyed Matrix (S4)		

Indicators for Problematic Hydric Soils[3]:

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type:

Depth (inches):

Hydric Soil Present? **Yes: X No:**

Remarks: Sandy clay layer below dark clay loam, Heavy clay below 20” in depth causing poor drainage conditions.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (any one indicator is sufficient)			Secondary Indicators (2 or more required)	
	Surface Water (A1)	Salt Crust (B11)		Water Marks (B1) (**Riverine**)
	High Water Table (A2)	Biotic Crust (B12)		Sediment Deposits (B2) (**Riverine**)
	Saturation (A3)	X Aquatic Invertebrates (B13)		Drift Deposits (B3) (**Riverine**)
	Water Marks (B1) (**Nonriverine**)	Hydrogen Sulfide Odor (C1)	X	Drainage patterns (B10)
	Sediment Deposits (B2) (**Nonriverine**)	Oxidized Rhizospheres along Living Roots (C3)		Dry-Season Water Table (C2)
X	Drift Deposits (B3) (**Nonriverine**)	Presence of Reduced Iron (C4)		Crayfish Burrows (C8)
	Surface Soil Cracks (B6)	Recent Iron Reduction in Plowed Soils (C6)		Saturation Visible on Aerial Imagery (C9)
	Inundation Visible on Aerial Imagery	Thin Muck Surface (C7)		Shallow Aquitard (D3)
	Water-Stained Leaves (B9)	Other (Explain in Remarks)		FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes:	No X	Depth (inches):		
Water Table Present?	Yes:	No X	Depth (inches):	**Wetland Hydrology Present?**	**Yes: X No:**
Saturation Present? (incl. capillary fringe)	Yes:	No X	Depth (inches):		

Describe Recorded Data (Stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: Dead algae covering plants and bare soil in a line along property boundary fence indicates seasonal ponding. Snail shells in soil profile.

WETLAND DETERMINATION DATA FORM - Arid West Region – Version 2.0

Project/Site: Hamlet Development West Bountiful Subdivision		City/County: W. Bountiful/Davis		Sampling Date: June 14, 2017
Applicant/Owner: Hamlet Development		State: Utah		Sampling Point: 2B
Investigator(s): T. Taylor, D. Wenger		Section, Township, Range: S25 T2N R1W		Wetland A
Landform (hillslope, terrace, etc.): Lake plain		Local relief (concave, convex, none): none		Slope (%): 0
Subregion (LRR): Interior Deserts (LRR D)	Lat: 40.911281	Long: -111.910947		Datum: WGS84
Soil Map Unit Name: Logan silty clay loam, shallow water table, 0 to 3 percent slopes (Lw)			NWI classification: None	
Are climatic / hydrologic conditions on the site typical for this time of year?	Yes: **X**	No:	(If no, explain in Remarks.)	
Are Vegetation **N** ,Soil **N** , or Hydrology **N** Significantly disturbed?		Are "Normal Circumstances" present?	Yes: **X**	No:
Are Vegetation **N** ,Soil **N** , or Hydrology **N** Naturally problematic?		(If needed, explain any answers in Remarks.)		

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes:	X	No:	**Is the Sampled Area within a Wetland?** **Yes: X** **No:**
Hydric Soil Present?	Yes:	X	No:	
Wetland Hydrology Present?	Yes:	X	No:	

Remarks: Sample point 2B for Wetland A. Sample point conducted on a small shelf adjacent to sample point 2A and low depression in the southwest corner of the project area. The low area captures and ponds storm water drainage from the adjacent property to the south which is backed up by the Porter Lane road prism. Wetland area extends onto property to the south. Sample point situated within the upper portion of Wetland A at the wetland/upland transition zone.

VEGETATION - Use scientific names of plants

Tree Stratum (Plot Size:_____)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	0	= Total Cover	
Sapling/Shrub Stratum (Plot Size:_____)			
2.			
3.			
4.			
	5	= Total Cover	
Herb Stratum (Plot Size:___5 ft. radius_____)			
1. Phalaris arundinacea	35	Yes	FACW
2. Juncus balticus	25	Yes	FACW
3. Elymus repens	15	No	FAC
4. Eleocharis palustris	10	No	OBL
5. Dipsacus fullonum	5	No	FAC
6. Polygonum aviculare	1	No	FAC
7.			
8.			
	91	= Total Cover	
Woody Vine Stratum (Plot Size:_____)			
1.			
2.			
Total Cover:	0		

% Bare Ground in Herb Stratum 9 % Cover of Biotic Crust 0

Dominance Test Worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100% (A/B)

Prevalence Index Worksheet:

Total % Cover of:		Multiply by:		
OBL species:	10	x 1=	10	
FACW species:	60	x 2 =	120	
FAC species:	21	x 3 =	63	
FACU species:	0	x 4 =	0	
UPL species:	0	x 5 =	0	
Column Totals:	91	(A)	193	(B)

Prevalence Index = B/A = 2.12

Hydrophytic Vegetation Indicators:

X Dominance Test >50%

Prevalence Index is ≤3.0[1]

Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes: X** **No:**

Remarks: Bare ground adjacent to sample point in low depression.

SOILS

Sampling Point: 2B

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.) **Wetland A**

Depth (inches)	Matrix		Redox Features					
	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-4	10YR 3/3	100					loam	Fibrous root zone, dry
4-13	10YR 3/2	100					Silt loam	w/ 5% small gravel, dry
13-15	10YR 2/1	100					Loamy clay	Sticky moist
15-24	10YR 3/2	100					Sand	moist

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS+Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

	Histosol (A1)	Sandy Redox (S5)	1 cm Muck (A9) (**LRR C**)
	Histic Epipedon (A2)	Stripped Matrix (S6)	2 cm Muck (A10) (**LRR B**)
	Black Histic (A3)	Loamy Mucky Mineral (F1)	Reduced Vertic (F18)
	Hydrogen Sulfide (A4)	Loamy Gleyed Matrix (F2)	Red Parent Material (TF2)
	Stratified Layers (A5) (**LRR C**)	Depleted Matrix (F3)	Other (Explain in Remarks)
	1 cm Muck (A9) (**LRR D**)	Redox Dark Surface (F6)	
X	Depleted Below Dark Surface (A11)	Depleted Dark Surface (F7)	
	Thick Dark Surface (A12)	Redox Depressions (F8)	
	Sandy Mucky Mineral (S1)	Vernal Pools (F9)	
	Sandy Gleyed Matrix (S4)		

Indicators for Problematic Hydric Soils[3]:

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type:

Depth (inches):

Hydric Soil Present? **Yes: X** **No:**

Remarks: Sandy layer below dark clay loam has no redox but depleted clay layer as found at sample point 2A assumed present below 24" to meet A11 criteria. Soil pit dug ≥0.5'" higher than sample point 2A.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (any one indicator is sufficient)			Secondary Indicators (2 or more required)	
X	Surface Water (A1) (Assumed)	Salt Crust (B11)		Water Marks (B1) (**Riverine**)
	High Water Table (A2)	Biotic Crust (B12)		Sediment Deposits (B2) (**Riverine**)
	Saturation (A3)	Aquatic Invertebrates (B13)		Drift Deposits (B3) (**Riverine**)
	Water Marks (B1) (**Nonriverine**)	Hydrogen Sulfide Odor (C1)	X	Drainage patterns (B10)
	Sediment Deposits (B2) (**Nonriverine**)	Oxidized Rhizospheres along Living Roots (C3)		Dry-Season Water Table (C2)
X	Drift Deposits (B3) (**Nonriverine**)	Presence of Reduced Iron (C4)		Crayfish Burrows (C8)
	Surface Soil Cracks (B6)	Recent Iron Reduction in Plowed Soils (C6)		Saturation Visible on Aerial Imagery (C9)
	Inundation Visible on Aerial Imagery	Thin Muck Surface (C7)		Shallow Aquitard (D3)
	Water-Stained Leaves (B9)	Other (Explain in Remarks)		FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes:	No X	Depth (inches):	**Wetland Hydrology Present?**	**Yes: X** **No:**
Water Table Present?	Yes:	No X	Depth (inches):		
Saturation Present? (incl. capillary fringe)	Yes:	No X	Depth (inches):		

Describe Recorded Data (Stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: Presence of algal mat and drift deposits on low shelf indicates seasonal ponding.

WETLAND DETERMINATION DATA FORM - Arid West Region – Version 2.0

Project/Site: Hamlet Development West Bountiful Subdivision	City/County: W. Bountiful/Davis		Sampling Date: June 14, 2017
Applicant/Owner: Hamlet Development	State: Utah		Sampling Point: 2C
Investigator(s): T. Taylor, D. Wenger	Section, Township, Range: S25 T2N R1W		Upland
Landform (hillslope, terrace, etc.): Lake plain	Local relief (concave, convex, none): none		Slope (%): 0
Subregion (LRR): Interior Deserts (LRR D) Lat: 40.911304	Long: -111.910912		Datum: WGS84
Soil Map Unit Name: Logan silty clay loam, shallow water table, 0 to 3 % slopes (Lw)		NWI classification: None	
Are climatic / hydrologic conditions on the site typical for this time of year? Yes: **X** No:	(If no, explain in Remarks.)		
Are Vegetation **N** ,Soil **N** , or Hydrology **N** Significantly disturbed?	Are "Normal Circumstances" present?	Yes: **X**	No:
Are Vegetation **N** ,Soil **N** , or Hydrology **N** Naturally problematic?	(If needed, explain any answers in Remarks.)		

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes:	No:	X	**Is the Sampled Area within a Wetland?** **Yes:** **No: X**
Hydric Soil Present?	Yes:	No:	X	
Wetland Hydrology Present?	Yes:	No:	X	

Remarks: Upland sample point 2C situated in an area ≥0.5' higher than wetland sample point 2B at change in plant community from wetland indicator plants to upland plants.

VEGETATION - Use scientific names of plants

Tree Stratum (Plot Size:_____)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	0	= Total Cover	
Sapling/Shrub Stratum (Plot Size:___)			
1.			
2.			
3.			
4.			
	5	= Total Cover	
Herb Stratum (Plot Size:___5 ft. radius_____)			
1. Bromus arvensis	74	Yes	FACU
2. Juncus arcticus	10	No	FACW
3. Cardaria draba	5	No	UPL
4. Dispacus fullonum	5	No	FAC
5. Elymus repens	5	No	FAC
6. Chenopodium album	1	No	FACU
7.			
8.			
	100	= Total Cover	
Woody Vine Stratum (Plot Size:_____)			
1.			
2.			
Total Cover:	0		

% Bare Ground in Herb Stratum_____ % Cover of Biotic Crust_____0_____

Dominance Test Worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 0 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 0% (A/B)

Prevalence Index Worksheet:

Total % Cover of:		Multiply by:		
OBL species:	0	x 1=	0	
FACW species:	10	x 2 =	20	
FAC species:	10	x 3 =	30	
FACU species:	75	x 4 =	300	
UPL species:	5	x 5 =	25	
Column Totals:	100	(A)	375	(B)

Prevalence Index = B/A = 3.75

Hydrophytic Vegetation Indicators:

Dominance Test >50%

Prevalence Index is ≤3.0[1]

Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes:** **No: X**

Remarks: Both FAC Neutral test and Prevalence Index indicates upland plant community.

SOILS

Sampling Point: 2C

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.) **Upland**

Depth (inches)	Matrix		Redox Features					
	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-4	10YR 3/2	100					loam	Dry, friable, fibrous root zone
4-15	10YR 3/2	80					loam	dry, friable
4-15	10YR 4/2	20					loam	Dry, friable
15-20	10YR 4/2	20					loam	Dry, friable
15-20	10YR 2/1	80					loam	Dry, friable

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS+Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- Histosol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Stratified Layers (A5) (**LRR C**)
- 1 cm Muck (A9) (**LRR D**)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Sandy Mucky Mineral (S1)
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Loamy Mucky Mineral (F1)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)
- Vernal Pools (F9)

Indicators for Problematic Hydric Soils[3]:

- 1 cm Muck (A9) (**LRR C**)
- 2 cm Muck (A10) (**LRR B**)
- Reduced Vertic (F18)
- Red Parent Material (TF2)
- Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type:

Depth (inches):

Hydric Soil Present? **Yes:** **No: X**

Remarks: Soils are very dry, no redox, no hydric soil indicators observed.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (any one indicator is sufficient)

- Surface Water (A1)
- High Water Table (A2)
- Saturation (A3)
- Water Marks (B1) (**Nonriverine**)
- Sediment Deposits (B2) (**Nonriverine**)
- Drift Deposits (B3) (**Nonriverine**)
- Surface Soil Cracks (B6)
- Inundation Visible on Aerial Imagery
- Water-Stained Leaves (B9)
- Salt Crust (B11)
- Biotic Crust (B12)
- Aquatic Invertebrates (B13)
- Hydrogen Sulfide Odor (C1)
- Oxidized Rhizospheres along Living Roots (C3)
- Presence of Reduced Iron (C4)
- Recent Iron Reduction in Plowed Soils (C6)
- Thin Muck Surface (C7)
- Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- Water Marks (B1) (**Riverine**)
- Sediment Deposits (B2) (**Riverine**)
- Drift Deposits (B3) (**Riverine**)
- Drainage patterns (B10)
- Dry-Season Water Table (C2)
- Crayfish Burrows (C8)
- Saturation Visible on Aerial Imagery (C9)
- Shallow Aquitard (D3)
- FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes: ____ No X Depth (inches): ____

Water Table Present? Yes: ____ No X Depth (inches): ____

Saturation Present? (incl. capillary fringe) Yes: ____ No X Depth (inches): ____

Wetland Hydrology Present? **Yes:** **No: X**

Describe Recorded Data (Stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: No indicators of hydrology observed. Sample point ≥1' higher than bottom of adjacent wetland.

WETLAND DETERMINATION DATA FORM - Arid West Region – Version 2.0

Project/Site: Hamlet Development West Bountiful Subdivision	City/County: W. Bountiful/Davis	Sampling Date: June 14, 2017
Applicant/Owner: Hamlet Development	State: Utah	Sampling Point: 3A
Investigator(s): T. Taylor, D. Wenger	Section, Township, Range: S25 T2N R1W	Wetland B
Landform (hillslope, terrace, etc.): Lake plain	Local relief (concave, convex, none): none	Slope (%): 0
Subregion (LRR): Interior Deserts (LRR D) Lat: 40.913227	Long: -111.909597	Datum: WGS84
Soil Map Unit Name: Logan silty clay loam, shallow water table, 0 to 3 percent slopes (Lw)	NWI classification: None	
Are climatic / hydrologic conditions on the site typical for this time of year? Yes: **X** No:	(If no, explain in Remarks.)	
Are Vegetation **N** ,Soil **N** , or Hydrology **N** Significantly disturbed?	Are "Normal Circumstances" present? Yes: **X**	No:
Are Vegetation **N** ,Soil **N** , or Hydrology **N** Naturally problematic?	(If needed, explain any answers in Remarks.)	

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes:	X	No:	**Is the Sampled Area within a Wetland?** **Yes: X** **No:**
Hydric Soil Present?	Yes:	X	No:	
Wetland Hydrology Present?	Yes:	X	No:	

Remarks: Sample point 3A for Wetland B. Sample point conducted in low area within horse pasture in the northwestern portion of the project area. Area appears to be seasonally ponded due to water backing up behind small Porter Lane storm water culvert. Soils are compacted from horse trampling.

VEGETATION - Use scientific names of plants

Tree Stratum (Plot Size:_____)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	0	= Total Cover	
Sapling/Shrub Stratum (Plot Size:_____)			
2.			
3.			
4.			
	5	= Total Cover	
Herb Stratum (Plot Size:___5 ft. radius_____)			
1. Eleocharis palustris	75	Yes	OBL
2. Hordeum jubatum	5	No	FAC
3. Ranunculus sceleratus	5	No	OBL
4. Xanthium strumarium	2	No	FAC
5. Rumex crispus	2	No	FAC
6.			
7.			
8.			
	89	= Total Cover	
Woody Vine Stratum (Plot Size:_____)			
1.			
2.			
Total Cover:	0		

% Bare Ground in Herb Stratum 11 % Cover of Biotic Crust 0

Dominance Test Worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100% (A/B)

Prevalence Index Worksheet:

Total % Cover of:		Multiply by:		
OBL species:	80	x 1=	80	
FACW species:	0	x 2 =	0	
FAC species:	9	x 3 =	27	
FACU species:	0	x 4 =	0	
UPL species:	0	x 5 =	0	
Column Totals:	89	(A)	107	(B)

Prevalence Index = B/A = 1.20

Hydrophytic Vegetation Indicators:

X Dominance Test >50%

Prevalence Index is ≤3.0[1]

Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes: X** **No:**

Remarks: Vegetation was heavily grazed.

SOILS

Sampling Point: 3A

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.) **Wetland B**

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]		
0-12	10YR 3/1	100					loam	Dry
12-20	10YR 3/1	99	2.5YR 4/4	1	C	M	loam	Tight, dry
20+	5YR 5/2	98	5YR 5/6	2	C	M	clay	Distinct horizon change
								Clay is moist

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS+Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

	Histosol (A1)	Sandy Redox (S5)
	Histic Epipedon (A2)	Stripped Matrix (S6)
	Black Histic (A3)	Loamy Mucky Mineral (F1)
	Hydrogen Sulfide (A4)	Loamy Gleyed Matrix (F2)
	Stratified Layers (A5) (**LRR C**)	Depleted Matrix (F3)
	1 cm Muck (A9) (**LRR D**)	Redox Dark Surface (F6)
X	Depleted Below Dark Surface (A11)	Depleted Dark Surface (F7)
	Thick Dark Surface (A12)	Redox Depressions (F8)
	Sandy Mucky Mineral (S1)	Vernal Pools (F9)
	Sandy Gleyed Matrix (S4)	

Indicators for Problematic Hydric Soils[3]:

1 cm Muck (A9) (**LRR C**)
2 cm Muck (A10) (**LRR B**)
Reduced Vertic (F18)
Red Parent Material (TF2)
Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type:

Depth (inches):

Hydric Soil Present? **Yes: X** **No:**

Remarks: Dark brown loam above olive clay with distinct redox concentrations.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (any one indicator is sufficient)			Secondary Indicators (2 or more required)
	Surface Water (A1)	Salt Crust (B11)	Water Marks (B1) (**Riverine**)
	High Water Table (A2)	Biotic Crust (B12)	Sediment Deposits (B2) (**Riverine**)
X	Saturation (A3) (assumed)	Aquatic Invertebrates (B13)	Drift Deposits (B3) (**Riverine**)
X	Water Marks (B1) (**Nonriverine**)	Hydrogen Sulfide Odor (C1)	Drainage patterns (B10)
	Sediment Deposits (B2) (**Nonriverine**)	Oxidized Rhizospheres along Living Roots (C3)	Dry-Season Water Table (C2)
X	Drift Deposits (B3) (**Nonriverine**)	Presence of Reduced Iron (C4)	Crayfish Burrows (C8)
	Surface Soil Cracks (B6)	Recent Iron Reduction in Plowed Soils (C6)	Saturation Visible on Aerial Imagery (C9)
	Inundation Visible on Aerial Imagery	Thin Muck Surface (C7)	Shallow Aquitard (D3)
	Water-Stained Leaves (B9)	Other (Explain in Remarks)	FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes:	No X	Depth (inches):		
Water Table Present?	Yes:	No X	Depth (inches):	**Wetland Hydrology Present?**	**Yes: X** **No:**
Saturation Present? (incl. capillary fringe)	Yes:	No X	Depth (inches):		

Describe Recorded Data (Stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: Topographic low spot approx. 1 foot lower than adjacent upland. The low area drains west to Porter Lane road culvert. Low area has deep hummocks from horse trampling when it was ponded in the spring. No hummocks in the higher upland areas. Drift debris on horse fence between pasture and Porter Lane indicates seasonal ponding.

WETLAND DETERMINATION DATA FORM - Arid West Region – Version 2.0

Project/Site: Hamlet Development West Bountiful Subdivision	City/County: W. Bountiful/Davis		Sampling Date: June 14, 2017
Applicant/Owner: Hamlet Development	State: Utah		Sampling Point: 3B
Investigator(s): T. Taylor, D. Wenger	Section, Township, Range: S25 T2N R1W		Upland
Landform (hillslope, terrace, etc.): Lake plain	Local relief (concave, convex, none): none		Slope (%): 0
Subregion (LRR): Interior Deserts (LRR D) Lat: 40.913171	Long: -111.909625		Datum: WGS84
Soil Map Unit Name: Logan silty clay loam, shallow water table, 0 to 3 % slopes (Lw)		NWI classification: None	
Are climatic / hydrologic conditions on the site typical for this time of year? Yes: **X** No:	(If no, explain in Remarks.)		
Are Vegetation **N** ,Soil **N** , or Hydrology **N** Significantly disturbed?	Are "Normal Circumstances" present?	Yes: **X**	No:
Are Vegetation **N** ,Soil **N** , or Hydrology **N** Naturally problematic?	(If needed, explain any answers in Remarks.)		

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes:	No:	X	**Is the Sampled Area within a Wetland?** **Yes:** **No: X**
Hydric Soil Present?	Yes:	No:	X	
Wetland Hydrology Present?	Yes:	No:	X	

Remarks: Upland sample point 3B situated at edge of low depression on slightly sloping ground approx. 6 inches higher than sample point 3A and Wetland B. Soil is compacted from horse trampling.

VEGETATION - Use scientific names of plants

Tree Stratum (Plot Size:_____)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	0	= Total Cover	
Sapling/Shrub Stratum (Plot Size:___)			
1.			
2.			
3.			
4.			
	5	= Total Cover	
Herb Stratum (Plot Size:___5 ft. radius_____)			
1. Hordeum pusillum	50	Yes	FACU
2. Trifolium pretense	20	Yes	FACU
3. Spergularia marina	20	Yes	OBL
4. Hordeum jubatum	3	No	FAC
5. Taraxacum officinale	1	No	FACU
6. Xanthium strumarium	1	No	FACU
7.			
8.			
	95	= Total Cover	
Woody Vine Stratum (Plot Size:_____)			
1.			
2.			
Total Cover:	0		

% Bare Ground in Herb Stratum 5 % Cover of Biotic Crust 0

Dominance Test Worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 33.3% (A/B)

Prevalence Index Worksheet:

Total % Cover of:		Multiply by:	
OBL species:	20	x 1=	20
FACW species:	0	x 2 =	0
FAC species:	3	x 3 =	9
FACU species:	72	x 4 =	288
UPL species:	0	x 5 =	0
Column Totals:	95 (A)		317 (B)

Prevalence Index = B/A = 3.34

Hydrophytic Vegetation Indicators:

Dominance Test >50%

Prevalence Index is ≤3.0[1]

Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes:** **No: X**

Remarks: Bare ground is compacted from horse trampling. Spergularia marina is a halophytic (salt-tolerant) herb that is also an obligate wetland indicator plant. It was observed growing at mostly higher elevations around the perimeter of Wetland B and was thinner in the low depression where ponded water collects seasonally. The presence of Spergularia marina growing among other salt tolerant plants at the sample point is due to saline site conditions rather than hydric site conditions.

SOILS

Sampling Point: 3B

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.) **Upland**

Depth (inches)	Matrix		Redox Features					
	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-14	10YR 3/1	100					loam	Dry, friable, fibrous root zone
14-20	10YR 3/1	50					Clay loam	dry, friable
14-20	10YR 2/1	50					Clay loam	Dry, friable
20-24+	5Y 5/2	69	10YR 5/6	1	C	M	Clay	Dry, friable
20-24+	10YR 2/1	30					Clay	Dry, friable

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS+Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- Histosol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Stratified Layers (A5) (**LRR C**)
- 1 cm Muck (A9) (**LRR D**)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Sandy Mucky Mineral (S1)
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Loamy Mucky Mineral (F1)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)
- Vernal Pools (F9)

Indicators for Problematic Hydric Soils[3]:

- 1 cm Muck (A9) (**LRR C**)
- 2 cm Muck (A10) (**LRR B**)
- Reduced Vertic (F18)
- Red Parent Material (TF2)
- Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type:

Depth (inches):

Hydric Soil Present? **Yes:** **No: X**

Remarks: Soils are very dry, no redox, no hydric soil indicators observed. Does not meet indicator A11 because 5Y 5/2 layer begins well below 12 inches of the soil surface. Does not meet A12 because upper layers have a value of 3 below 12 inches and depleted matrix has less than 2% redox concentrations.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (any one indicator is sufficient)

- Surface Water (A1)
- High Water Table (A2)
- Saturation (A3)
- Water Marks (B1) (**Nonriverine**)
- Sediment Deposits (B2) (**Nonriverine**)
- Drift Deposits (B3) (**Nonriverine**)
- Surface Soil Cracks (B6)
- Inundation Visible on Aerial Imagery
- Water-Stained Leaves (B9)
- Salt Crust (B11)
- Biotic Crust (B12)
- Aquatic Invertebrates (B13)
- Hydrogen Sulfide Odor (C1)
- Oxidized Rhizospheres along Living Roots (C3)
- Presence of Reduced Iron (C4)
- Recent Iron Reduction in Plowed Soils (C6)
- Thin Muck Surface (C7)
- Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- Water Marks (B1) (**Riverine**)
- Sediment Deposits (B2) (**Riverine**)
- Drift Deposits (B3) (**Riverine**)
- Drainage patterns (B10)
- Dry-Season Water Table (C2)
- Crayfish Burrows (C8)
- Saturation Visible on Aerial Imagery (C9)
- Shallow Aquitard (D3)
- FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes: ____ No X Depth (inches): ____

Water Table Present? Yes: ____ No X Depth (inches): ____

Saturation Present? (incl. capillary fringe) Yes: ____ No X Depth (inches): ____

Wetland Hydrology Present? **Yes:** **No: X**

Describe Recorded Data (Stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: No indicators of hydrology observed. Sample point ≥ 1' higher than adjacent wetland.

WETLAND DETERMINATION DATA FORM - Arid West Region – Version 2.0

Project/Site: Hamlet Development West Bountiful Subdivision	City/County: W. Bountiful/Davis	Sampling Date: June 14, 2017
Applicant/Owner: Hamlet Development	State: Utah	Sampling Point: 4
Investigator(s): T. Taylor, D. Wenger	Section, Township, Range: S25 T2N R1W	Upland
Landform (hillslope, terrace, etc.): Lake plain	Local relief (concave, convex, none): none	Slope (%): 0
Subregion (LRR): Interior Deserts (LRR D) Lat: 40.913070	Long: -111.907350	Datum: WGS84
Soil Map Unit Name: Logan silty clay loam, shallow water table, 0 to 3 % slopes (Lw)	NWI classification: None	
Are climatic / hydrologic conditions on the site typical for this time of year? Yes: **X** No:	(If no, explain in Remarks.)	
Are Vegetation **N** ,Soil **N** , or Hydrology **N** Significantly disturbed?	Are "Normal Circumstances" present? Yes: **X**	No:
Are Vegetation **N** ,Soil **N** , or Hydrology **N** Naturally problematic?	(If needed, explain any answers in Remarks.)	

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes: X	No:	**Is the Sampled Area within a Wetland?**	**Yes:** **No: X**
Hydric Soil Present?	Yes:	No: X		
Wetland Hydrology Present?	Yes:	No: X		

Remarks: Upland sample point 4 situated in an isolated depression that may be an abandoned farm pond that was fed by an irrigation ditch. Normal site conditions were observed during the June 14, 2017 site inspection but above normal precipitation in the preceding winter and spring likely resulted in robust cover of Xanthium strumarium on the bottom of the old farm pond. No hydric soil or wetland hydrology indicators present.

VEGETATION - Use scientific names of plants

Tree Stratum (Plot Size:_____)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	0	= Total Cover	
Sapling/Shrub Stratum (Plot Size:___)			
1.			
2.			
3.			
4.			
		= Total Cover	
Herb Stratum (Plot Size:___5 ft. radius_____)			
1. Xanthium strumarium	70	Yes	FAC
2. Ambrosia artemisiifolia	5	No	FACU
3. Hordeum pusillum	5	No	FACU
4. Eleocharis palustris	3	No	OBL
5. Rumex crispus	3	No	FAC
6.			
7.			
8.			
	86	= Total Cover	
Woody Vine Stratum (Plot Size:_____)			
1.			
2.			
Total Cover:	0		
% Bare Ground in Herb Stratum 16	% Cover of Biotic Crust 0		

Dominance Test Worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100% (A/B)

Prevalence Index Worksheet:

Total % Cover of:		Multiply by:		
OBL species:	3	x 1=	3	
FACW species:	0	x 2 =	0	
FAC species:	73	x 3 =	219	
FACU species:	10	x 4 =	40	
UPL species:	0	x 5 =	0	
Column Totals:	86	(A)	262	(B)

Prevalence Index = B/A = 3.05

Hydrophytic Vegetation Indicators:

X Dominance Test >50%

Prevalence Index is ≤3.0[1]

Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes: X** **No:**

Remarks: Abundant growth of Xanthium strumarium, a FAC indicator, likely due to above normal winter and spring precipitation. FAC Neutral Test indicates FACU dominated. No hydric soil indicators or hydrology indicators present.

SOILS

Sampling Point: 4

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.) **Upland**

Depth (inches)	Matrix		Redox Features					
	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-9	7.5YR 3/2	100					loam	Dry, friable, fibrous root zone
9-24+	10YR 4/4	100					sand	dry, loose, friable <1% small pea gravel present

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS+Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- Histosol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Stratified Layers (A5) (**LRR C**)
- 1 cm Muck (A9) (**LRR D**)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Sandy Mucky Mineral (S1)
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Loamy Mucky Mineral (F1)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)
- Vernal Pools (F9)

Indicators for Problematic Hydric Soils[3]:

- 1 cm Muck (A9) (**LRR C**)
- 2 cm Muck (A10) (**LRR B**)
- Reduced Vertic (F18)
- Red Parent Material (TF2)
- Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type:

Depth (inches):

Hydric Soil Present? **Yes:** **No: X**

Remarks: No hydric soil indicators observed. No redox observed within the loam or sand layers.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (any one indicator is sufficient)

- Surface Water (A1)
- High Water Table (A2)
- Saturation (A3)
- Water Marks (B1) (**Nonriverine**)
- Sediment Deposits (B2) (**Nonriverine**)
- Drift Deposits (B3) (**Nonriverine**)
- Surface Soil Cracks (B6)
- Inundation Visible on Aerial Imagery
- Water-Stained Leaves (B9)
- Salt Crust (B11)
- Biotic Crust (B12)
- Aquatic Invertebrates (B13)
- Hydrogen Sulfide Odor (C1)
- Oxidized Rhizospheres along Living Roots (C3)
- Presence of Reduced Iron (C4)
- Recent Iron Reduction in Plowed Soils (C6)
- Thin Muck Surface (C7)
- Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- Water Marks (B1) (**Riverine**)
- Sediment Deposits (B2) (**Riverine**)
- Drift Deposits (B3) (**Riverine**)
- Drainage patterns (B10)
- Dry-Season Water Table (C2)
- Crayfish Burrows (C8)
- Saturation Visible on Aerial Imagery (C9)
- Shallow Aquitard (D3)
- FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes: ____ No X Depth (inches): ____

Water Table Present? Yes: ____ No X Depth (inches): ____

Saturation Present? (incl. capillary fringe) Yes: ____ No X Depth (inches): ____

Wetland Hydrology Present? **Yes:** **No: X**

Describe Recorded Data (Stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: Pit dry to 24 inches in depth. No indicators of hydrology observed.

APPENDIX C

Project Area Photos

Hamlet Development Property - 23 Acres
West Bountiful, Davis County, UT
Photopoint and Sample Point Locations

Photo Points	Latitude	Longitude
01	40.911736	-111.910619
02	40.911671	-111.910711
03	40.360828	-111.778987
04	40.911253	-111.910951
05	40.911342	-111.910742
06	40.911255	-111.910920
07	40.911284	-111.910948
08	40.911316	-111.910855
09	40.913144	-111.909635
10	40.913336	-111.909664
11	40.913336	-111.909664
12	40.913247	-111.909717
13	40.913194	-111.907494
14	40.913180	-111.907421
15	40.912960	-111.906921
16	40.913242	-111.907538
17	40.913207	-111.906783
18	40.912445	-111.906027
19	40.912489	-111.905048
20	40.912053	-111.905067
21	40.911342	-111.905022
22	40.911369	-111.906640
23	40.911774	-111.908781
24	40.911774	-111.908781
25	40.911774	-111.908781
26	40.911774	-111.908781

Sample Points	Latitude	Longitude
SP1	40.911671	-111.910711
SP2A	40.911255	-111.910920
SP2B	40.911284	-111.910948
SP2C	40.911316	-111.910855
SP3A	40.913226	-111.909597
SP3B	40.913174	-111.909616
SP4	40.913180	-111.907421

Photo 1. Southwest view of upland sample point 1 collected in a low depression within the western portion of a baled hayfield. The low area is dominated by a facultative plant community but lacks hydric soil indicators and indicators of hydrology.

Photo 2. Close-up of SP1 soil profile.

Photo 3. Close-up of SP1 soil pit.

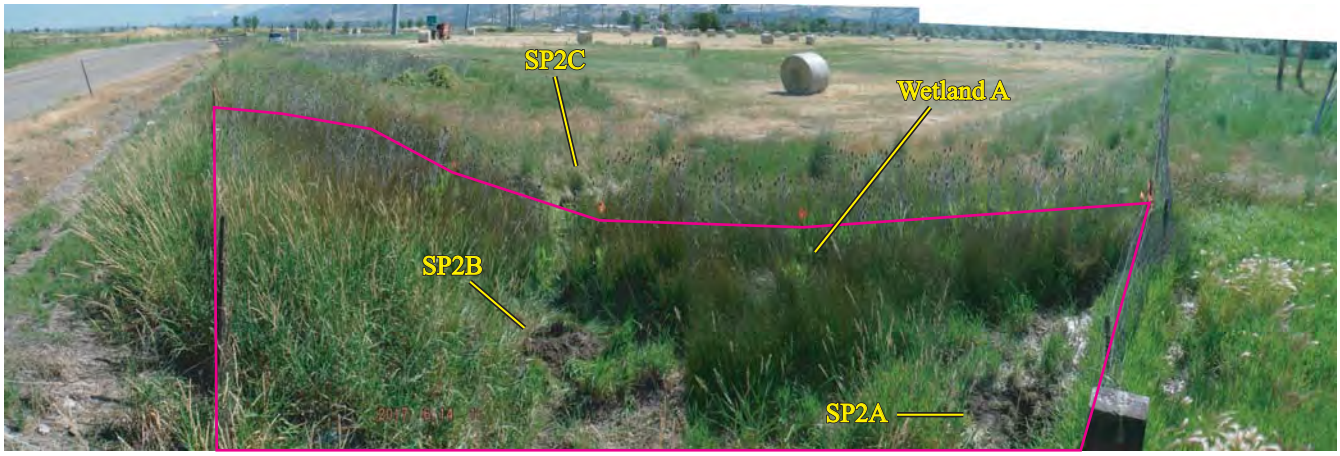


Photo 4. Looking northeast from the southwest corner of the project area. Wetland A is a growing in a low depression situated in the property corner. Wetland A extends south to the adjacent property. Baled hay field in background of Photo. Wetland sample points 2A, 2B, and upland sample point 2C visible in foreground.

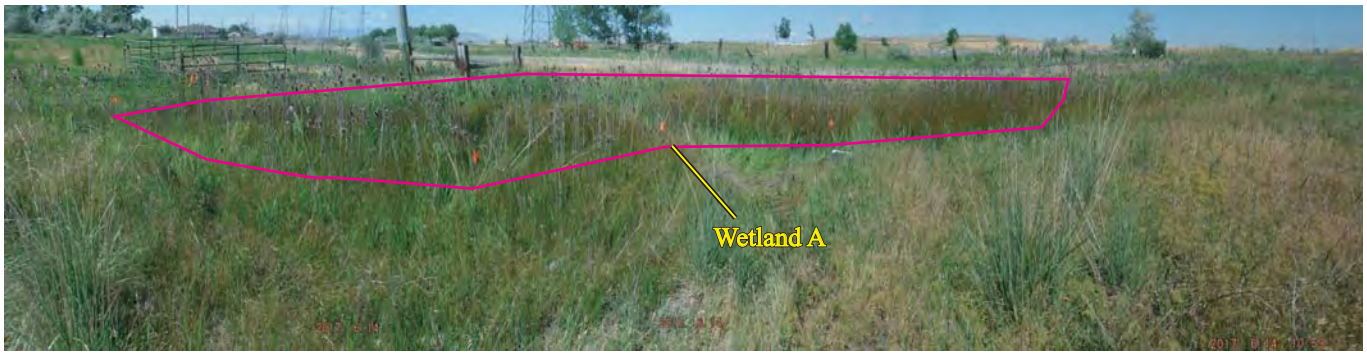


Photo 5. Southwest view of Wetland A from the adjacent baled hay field.

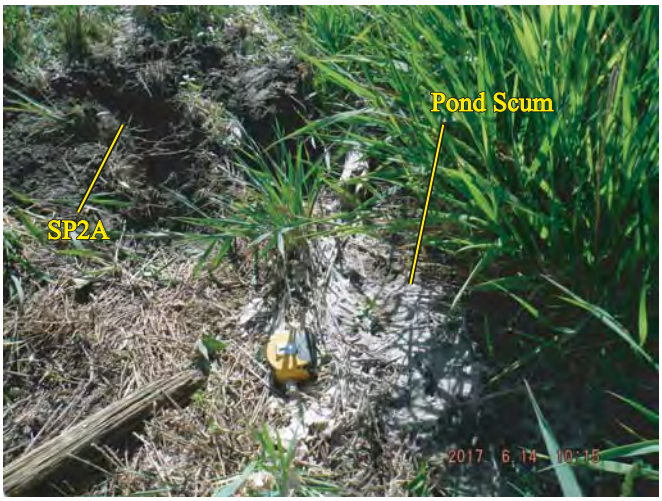


Photo 6. Looking at wetland sample point 2A for Wetland A and dead algae/pond scum adjacent to sample point that is evidence of recent spring ponding.

Photo 7. Close-up of SP2B soil profile and soil pit.

Photo 8. Close-up of upland sample point 2C soil pit and soil profile.

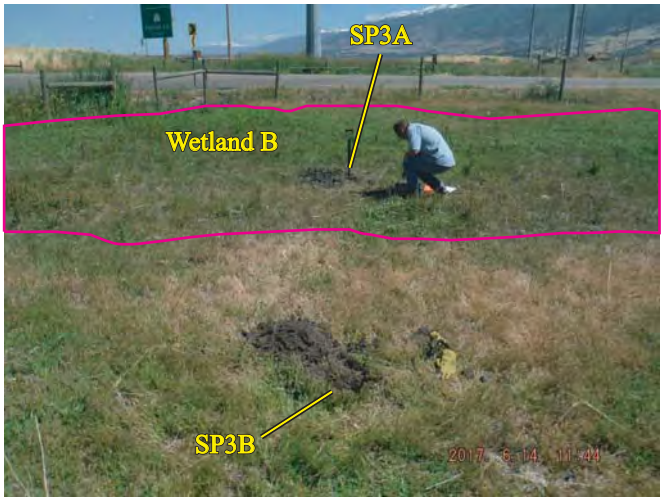


Photo 9. North view of upland sample point 3B in foreground and wetland sample point 3A and Wetland B in background.

Photo 10. Southeast view of the project area from the northeast corner. Wetland B growing in a low spot within a horse pasture. Wetland sample point 3A and upland sample point 3B visible at right of photo.

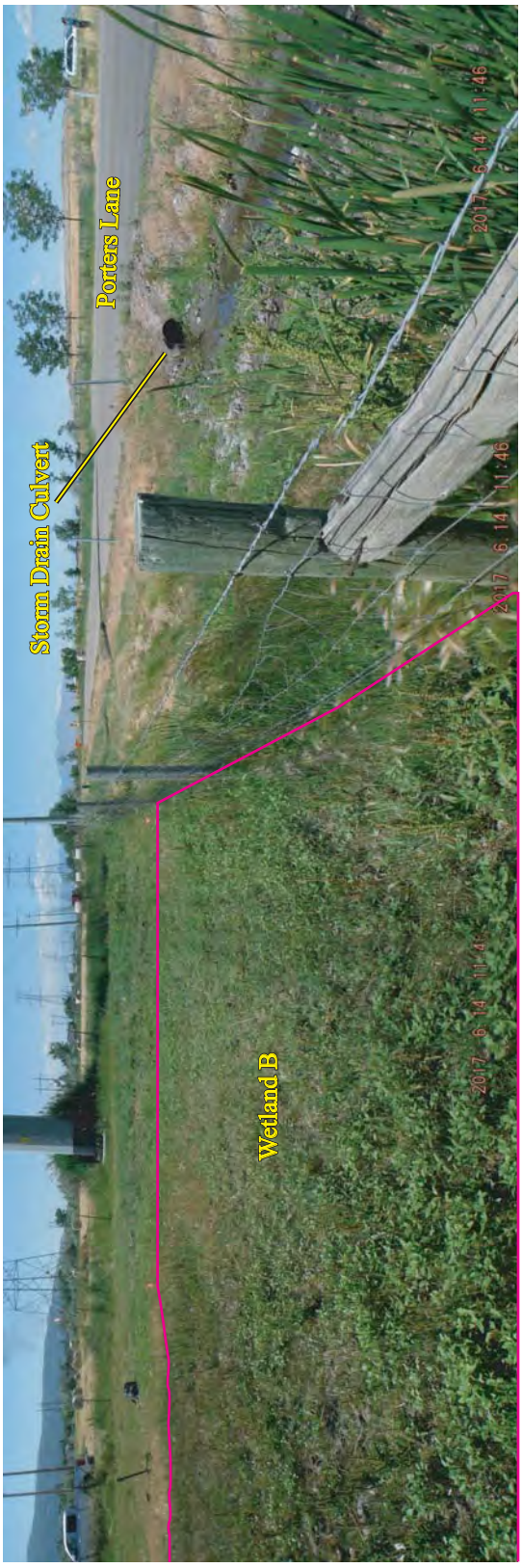


Photo 11. South view of Wetland B and Porters Lane storm drain culvert. Size of storm drain may cause storm water to back up into Wetland B resulting in seasonal ponding in the early spring.

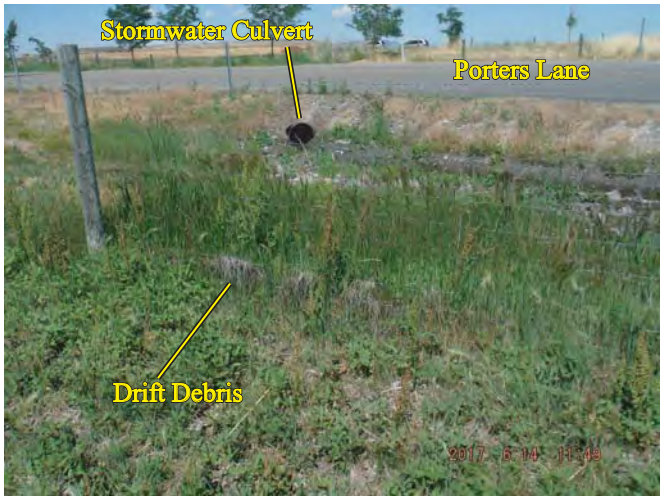


Photo 12. West view of drift debris on horse fence near wetland sample point 3A in Wetland B with Porters Lane culvert in background.

Photo 13. East view of upland sample point 4 conducted in low area with abundant growth of Xanthium strumarium, a FAC indicator plant.

Photo 14. Close-up of SP4 soil profile and soil pit. Soils are dry, loose and friable and lack hydric soil indicators.

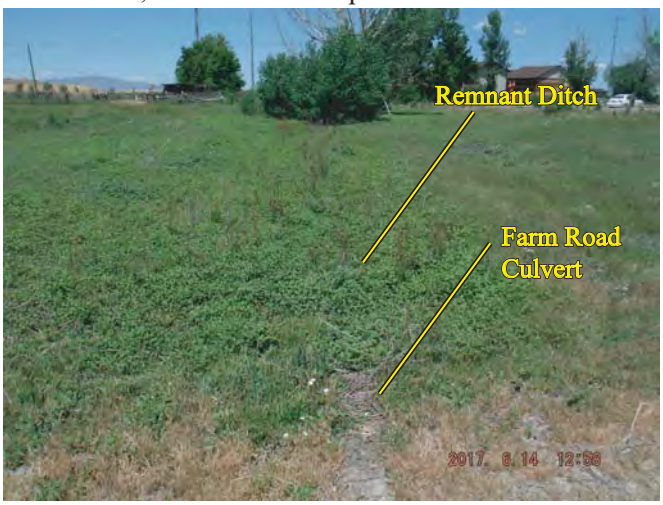


Photo 15. Northwest view of remnant overgrown farm ditch that may have conveyed irrigation water to low area in the past. Culvert underneath old farm road in foreground.

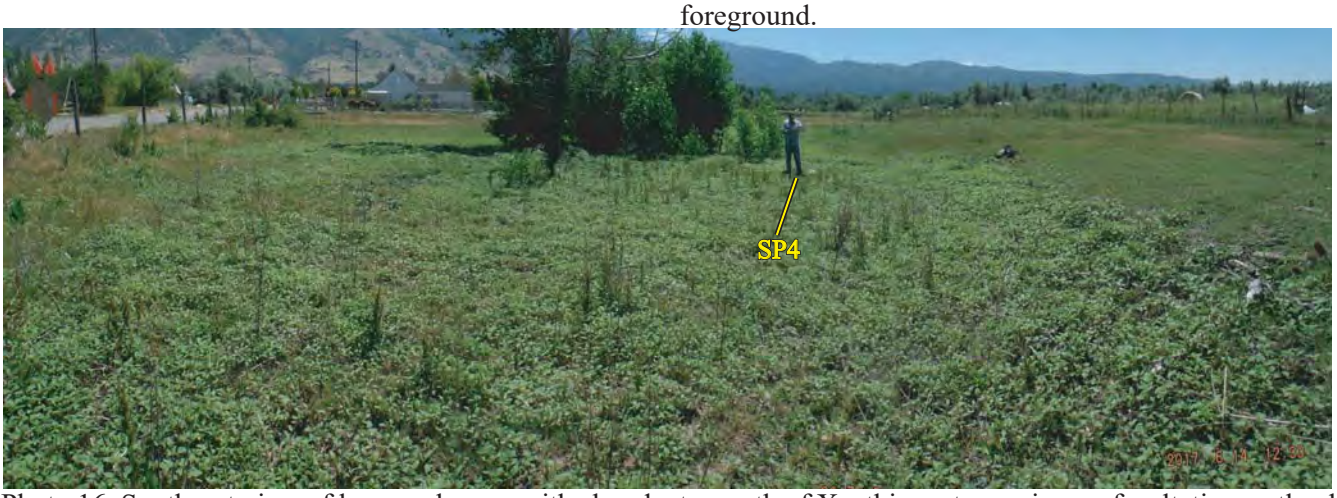


Photo 16. Southeast view of low swale area with abundant growth of Xanthium strumarium, a facultative wetland indicator plant. Upland sample point 4 conducted in low area that appears to be an abandoned farm pond. No indicators of hydric soil or wetland hydrology observed.

Photo 17. South view of project area from the property corner near the old farm road.

Photo 18. Southeast view of disturbed ground and access road for pipeline easement in the eastern portion of the project area. Silt fence lines pipeline easement.

Photo 19. Southwest view of the project area from the northeast corner. Area consists of facultative upland grasses such as tall fescue and smooth brome.

Photo 20. Southwest view of baled hay field in the eastern portion of the project area taken from near the northeast corner.

Photo 21. Northwest view of eastern portion of the project area from the southeast corner.

Photo 22. North view of disturbed ground from pipeline easement in the eastern portion of the project area. Upland plant species growing in easement corridor.

Photo 23. North view of baled hay field in the western portion of the project area.

Photo 24. East view of baled hay field in the western portion of the project area.

Photo 25. South view of baled hay field in the western portion of the project area.

Photo 26. West view of baled hay field in the western portion of the project area.

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT
1325 J STREET
SACRAMENTO CA 95814-2922

July 26, 2017

Regulatory Division (SPK-2017-00504-UO)

Hamlet Development
Attn: Mr. Zachary Brodsky
308 East 4500 South, Suite 200
Murray, Utah 84107

Dear Mr. Brodsky:

We are responding to your July 10, 2017 request for a preliminary jurisdictional determination (JD) for the Hamlet Development site. The approximately 23-acre project site is located in the northwest ¼ of Section 13, Township 2 North, Range 1 West, on the east side of Legacy Parkway immediately west of 11 West and South of Porters Lane, Latitude 40.9122°, Longitude -111.9082°, West Bountiful, Davis County, Utah (enclosure 1).

Based on available information, we concur with your aquatic resources delineation for the site as depicted on the enclosed June 30, 2017 *Wetland Delineation Survey Map* drawing prepared by EDM Partners (enclosure 2). The approximately 0.11 acre of palustrine emergent wetlands present within the survey area are potential jurisdictional aquatic resources (waters of the United States) regulated under Section 404 of the Clean Water Act.

At your request, we have completed a preliminary JD for the site. Enclosed find a copy of the *Preliminary Jurisdictional Determination Form* (enclosure 3). Please sign and return the completed form to this office, at the address listed below, within 30 days of the date of this letter. If you do not return the signed form within 30 days, we will presume concurrence and finalize the preliminary jurisdictional determination.

You may request an approved JD for this site at any time prior to starting work within waters, including after a permit decision is made.

We recommend you provide a copy of this letter and notice to all other affected parties, including any individual who has an identifiable and substantial legal interest in the property.

This preliminary jurisdictional determination has been conducted to identify the potential limits of wetlands and other aquatic resources at the project site which may be subject to U.S. Army Corps of Engineers jurisdiction under Section 404 of the Clean

Water Act and/or Section 9 and 10 of the Rivers and Harbors Act. A *Notification of Appeal Process and Request for Appeal Form* is enclosed to notify you of your options with this determination (enclosure 4).

We appreciate feedback, especially about interactions with our staff and processes.

Please refer to identification number SPK-2017-00504-UO in any correspondence concerning this project. If you have any questions, please contact me at the Bountiful Regulatory Office, 533 West 2600 South, Suite 150, Bountiful, Utah 84010-7744, by email at *Matthew.S.Wilson@usace.army.mil*, or telephone at (801) 295-8380, ext. 11. For program information or to complete our Customer Survey, visit our website at *www.spk.usace.army.mil/Missions/Regulatory.aspx*.

Sincerely,

Matt S. Wilson
Senior Project Manager
Nevada-Utah Section

Enclosures

cc:

Dennis Wenger – Frontier Corporation, USA (dwenger@frontiercorp.net)

Enclosure 1

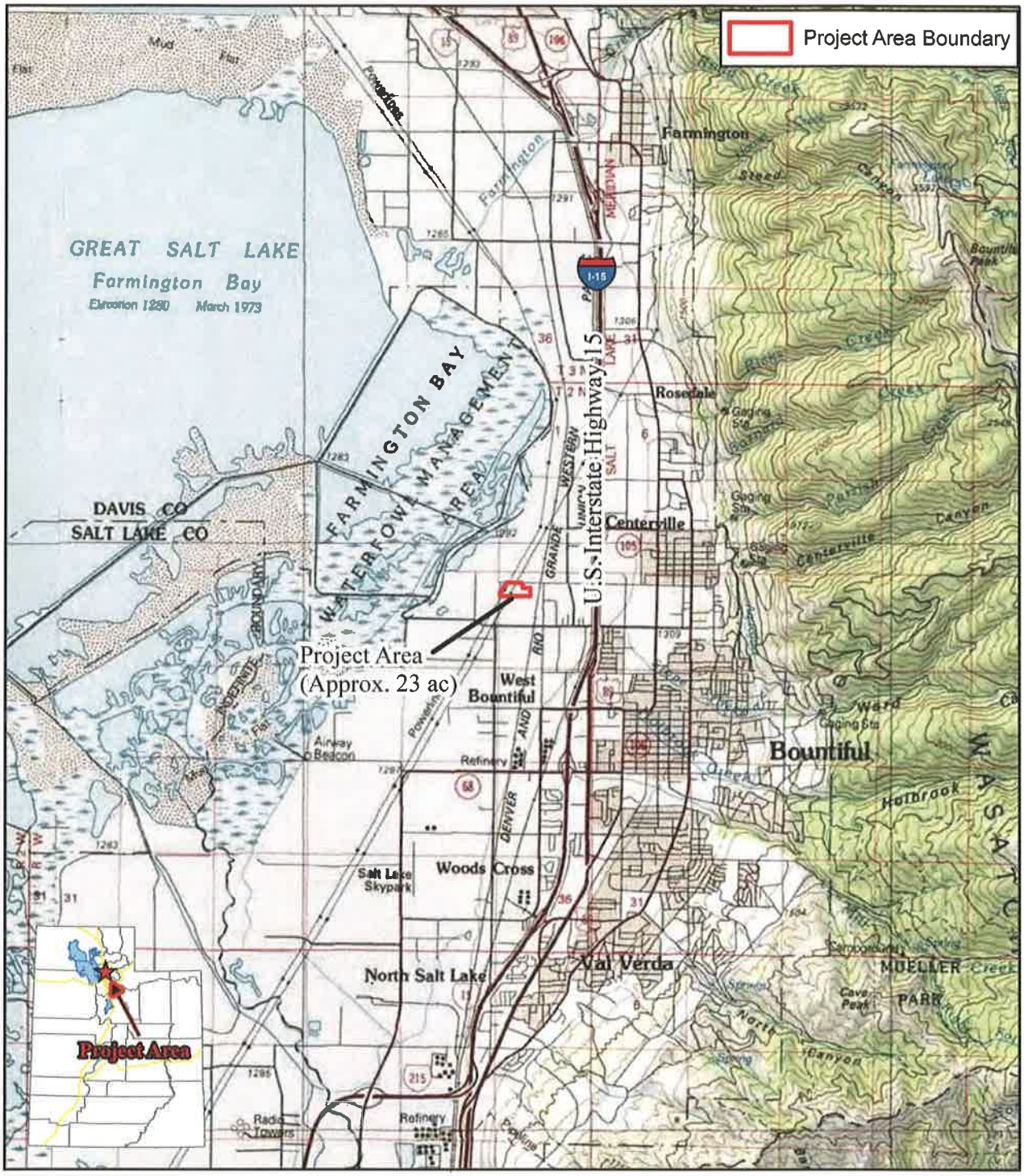


Figure 1. Project Area Location Map - 1:100,000 Scale Topographic Base.

Enclosure 2

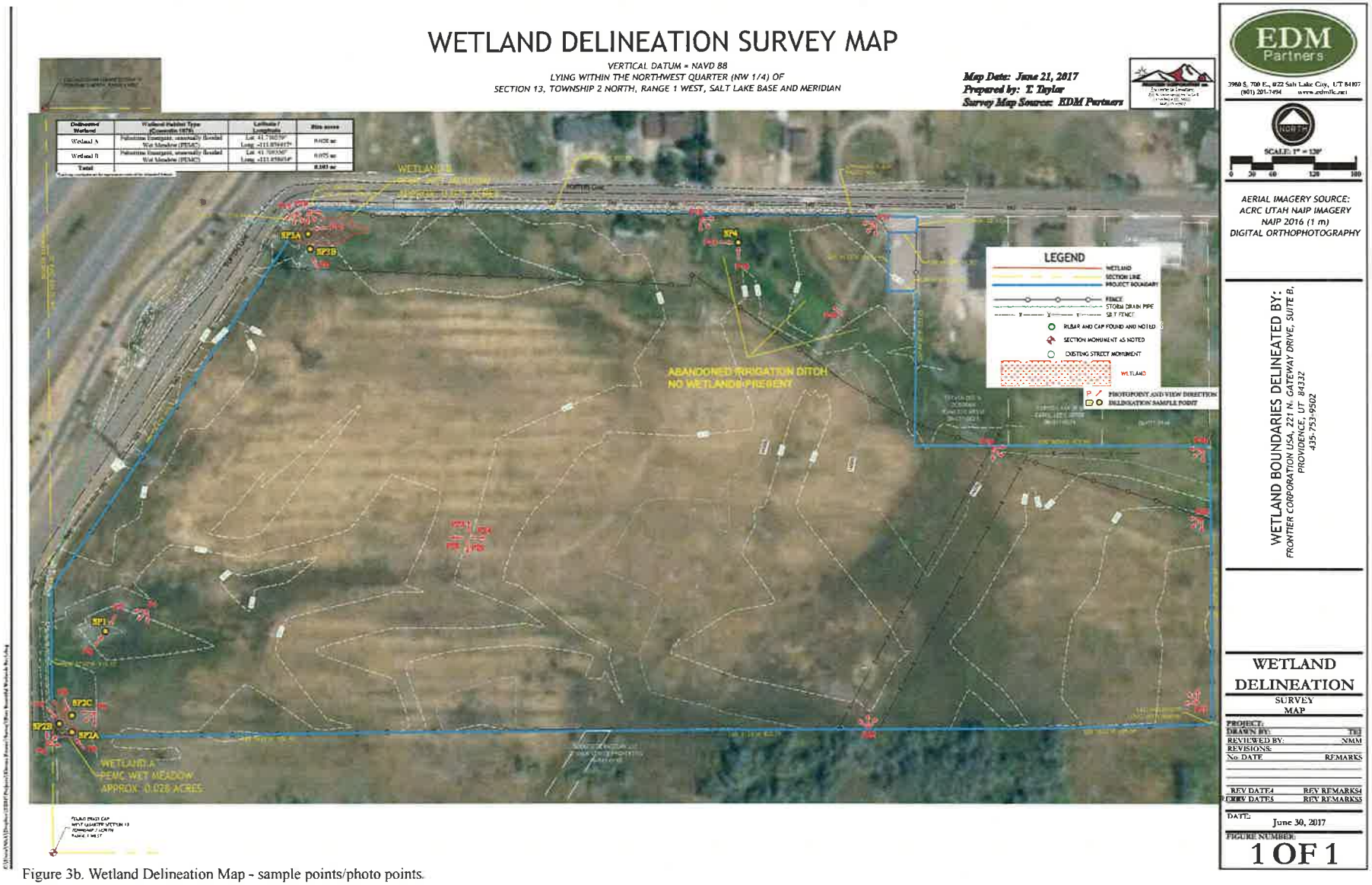


Figure 3b. Wetland Delineation Map - sample points/photo points.

PRELIMINARY JURISDICTIONAL DETERMINATION FORM
Sacramento District

This preliminary JD finds that there *"may be"* waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

Regulatory Branch: **Nevada-Utah** File/ORM #: **SPK-2017-00504-UO** PJD Date: **July 24, 2017**

State: **UT** City/County: **, Davis County**
Nearest Waterbody:

Location (Lat/Long): **40.9121°, -111.9081°**

Size of Review Area: **23** acres

Name/Address Of Property: **Hamlet Development**
Attn: Mr. Zachary Brodsky
308 East 4500 South, Suite 200
Murray, UT 84107

Owner/ Potential Applicant

Identify (Estimate) Amount of Waters in the Review Area

Non-Wetland Waters:
linear feet ft wide acre(s)
Stream Flow: **N/A**

Wetlands: **0.11** acre(s)
Cowardin Class: **Palustrine, emergent**

Name of any Water Bodies on the site identified as Section 10 Waters: Tidal: Non-Tidal:

☐ Office (Desk) Determination
☒ Field Determination:
Date(s) of Site Visit(s): **July 21, 2017**

SUPPORTING DATA: Data reviewed for preliminary JD (check all that apply – checked items should be included in case file and, where checked and requested, appropriately reference sources below)

☒ Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant:
☒ Data sheets prepared/submitted by or on behalf of the applicant/consultant.
☐ Data sheets prepared by the Corps.
☐ Corps navigable waters' study.
☒ U.S. Geological Survey Hydrologic Atlas:
  ☒ USGS NHD data.
  ☒ USGS HUC maps.
☒ U.S. Geological Survey map(s). Cite scale & quad name: **1:24K; Farmington**
☒ USDA Natural Resources Conservation Service Soil Survey.
☒ National wetlands inventory map(s).
☐ State/Local wetland inventory map(s).
☐ FEMA/FIRM maps.
☐ 100-year Floodplain Elevation (if known):
☒ Photographs: ☒ Aerial ☒ Other
☐ Previous determination(s). File no. and date of response letter:
☐ Other information (please specify):

IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.

Signature and Date of Regulatory Project Manager (REQUIRED)

7/31/17
Signature and Date of Person Requesting Preliminary JD (REQUIRED, unless obtaining the signature is impracticable)

EXPLANATION OF PRELIMINARY AND APPROVED JURISDICTIONAL DETERMINATIONS:

1. The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site, and the permit applicant or other affected party who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.

2. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "preconstruction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an approved JD for the activity, the permit applicant is hereby made aware of the following: (1) the permit applicant has elected to seek a permit authorization based on a preliminary JD, which does not make an official determination of jurisdictional waters; (2) that the applicant has the option to request an approved JD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an approved JD could possibly result in less compensatory mitigation being required or different special conditions; (3) that the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) that the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) that undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. 331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable.

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Hamlet Development (Zachary Brodsky), 23-ac project site, West Bountiful Utah	File No.: SPK-2017-00504	Date: July 26, 2017
Attached is:		See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL	C
	APPROVED JURISDICTIONAL DETERMINATION	D
→	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at *http://www.usace.army.mil/cecw/pages/reg_materials.aspx* or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer (address on reverse). This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer (address on reverse). This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.

- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer (address on reverse). This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

Exhibit J
Wasatch Environmental Report

WASATCH ENVIRONMENTAL

Mr. Michael Brodsky
Hamlet Development Inc.
308 East 4500 South, Suite 200
Salt Lake City, Utah 84107

September 28, 2017
Project No. 1952-003A

SUBJECT: Environmental Summary for West Bountiful Planning Commission
Proposed Kinross Estates
1100 West Porter Lane
West Bountiful, Utah

BACKGROUND

The proposed Kinross Estates property consists of approximately 23 acres of vacant property used for agricultural purposes and most recently approved for residential development by West Bountiful City. In 1991, a release of gasoline and diesel fuel was discovered in the subsurface soil that originated from the underground refined product pipelines (owned by Chevron at the time) that traverse the property. Approximately 3 acres of the subject property were impacted by the release. A remediation system was utilized from 1992 to 1998 to recover over 7,000 gallons of fuel. In 1994, Chevron signed an Administrative Order and Stipulation and Consent Order with the Utah Department of Environmental Quality (DEQ), Division of Water Quality (DWQ). When Tesoro acquired the pipeline from Chevron in 2013, Tesoro assumed the clean-up responsibilities as required by the Administrative Order. Tesoro is planning to further remediate the site using new technologies and has conducted initial testing using a liquid, which is injected into the zone of remaining impacts to speed the biodegradation of residual hydrocarbons. Remediation activities and semi-annual groundwater monitoring events are on-going and actively overseen by the DWQ.

The proposed Kinross Estates lot layout confines the area of soil and groundwater impacts with residual petroleum concentrations above unrestricted residential land use to three lots, as shown on the attached site plan (Figures 1 and 2). These three lots will remain the property of the current owner and, while they are included in the Kinross Homeowners Association, they may only be used for agricultural purposes until the DWQ issues a letter identifying that the lots have been cleaned to residential standards.

To aid in designing lots that are not impacted by the petroleum release at concentrations above unrestricted residential use, Hamlet used the mapped analytical results of the 2015 soil and groundwater sampling completed by Antea Group for Tesoro, and applied a safety zone. Once preliminary lots were defined, Wasatch Environmental (Wasatch) collected soil and groundwater samples along the proposed lot lines towards the known residual petroleum impacts. The results from these sampling events, helped fine-tuned the limits of the soil and groundwater impacts and draw the lot lines to demonstrate that residual petroleum impacts above unrestricted residential land use do not encroach on the adjacent Kinross Estate lots. The attached figures 1 and 2 show the Kinross Estates lot layout and the sampling points that defined the areas where no residual hydrocarbons remain above unrestricted residential use.

This approach to confining the residual petroleum impacts to three lots is protective of human health and the environment. Two factors of protection are:

1) the plume is shrinking and concentrations in groundwater are decreasing with time, and
2) there is no completed route of exposure to the residual petroleum hydrocarbons on the three lots which confine the residual petroleum impacts.

PLUME STABILITY

A comprehensive review of the soil and groundwater data was completed in September 2004 and submitted to the Utah DWQ by Secor International Incorporated (Secor) consultants on behalf of Chevron Pipe Line Company. The report concluded that:

- The dissolved groundwater plume has significantly decreased in extent and degree, so that relatively low concentrations of benzene remain above the Corrective Action Concentration Limits) [this groundwater plume occurs at depth of 7 to 10 feet below ground surface, not on the surface],
- A plume stability evaluation shows that the dissolved groundwater plume is diminishing suggesting that no continuing source remains, and
- Conditions at the site are suitable for natural biodegradation of the dissolved groundwater plume.

Figure 3 (attached) summarizes Figures 7 and 8 from the Secor report which demonstrate the substantial decrease in size of the benzene groundwater plume between 1999 and 2003. This trend is also displayed in the attached Charts 2 and 3 which show the decreasing benzene concentration (green line) in the monitoring wells between 1998 and 2016. Natural biodegradation and enhanced remediation conducted by Tesoro will continue the trend into the future.

ROUTES OF EXPOSURE

There are three major means by which residual petroleum hydrocarbons in the subsurface can come into contact with or enter the body. These are called routes of exposure. Exposure is contact. No matter how noxious a substance, without exposure, it cannot harm you.

Inhalation (breathing) of gases, vapors, dusts or mists is a route of exposure. Chemicals can enter and irritate the nose, air passages and lungs. They can become deposited in the airways or be absorbed through the lungs into the bloodstream. The blood can then carry these substances to the rest of the body.

Although there is a possibility of low concentration petroleum soil vapor discharging to the atmosphere in the three lots confining the residual petroleum, without a structure in this area which could physically accumulate or concentrate vapors, there is no risk of vapor intrusion. Since vapor intrusion is not a potential concern, inhalation is not a potential pathway for exposure.

Direct contact (touching) with the skin or eyes is also a route of exposure. Some substances are absorbed through the skin and enter the bloodstream. Broken, cut or cracked skin will allow substances to enter the body more easily. The petroleum release was underground and no surface soil impacts are present at the property. Shallow soil impacted by the petroleum pipeline release was excavated during soil remediation activities in 1992. The remaining soil impacts, where present, occur in a sandy zone that occurs at a depth that varies between 7 and 12 feet below ground surface. Based on these conditions, there is not a potential exposure pathway for direct contact to petroleum impacted soil.

Ingestion (swallowing) of food, drink, or other substances is another route of exposure. Chemicals that get in or on food, cigarettes, utensils or hands can be swallowed. Children are at greater risk of ingesting substances found in dust or soil because they often put their fingers or other objects in their mouths. Substances can be absorbed into the blood and then transported to the rest of the body. As with direct contact, the residual petroleum impacts in the soil and groundwater occur at least 7 feet below ground surface and there are no shallow drinking water wells near the residual petroleum impacts. Therefore, there is not a potential exposure pathway for ingestion of soil or groundwater.

MITIGATION DURING DEVELOPMENT

Although not specific to Kinross Estates, all homes build by Hamlet are constructed with a passive vapor mitigation system. The system is comprised of sub slab depressurization piping and a vapor barrier. The system gives radon and any other potential volatile vapors a pathway to vent to the atmosphere to decrease the potential for indoor vapor intrusion to occur.

Our services consist of professional opinions and recommendation made in accordance with generally accepted environmental engineering principles and practices. This warranty is in lieu of all other warranties either expressed or implied.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

WASATCH ENVIRONMENTAL, INC.

Christopher J. Nolan, P.G,
Senior Project Manager
Utah-Certified UST Consultant CC 0118

Julie Kilgore, President
Environmental Manager

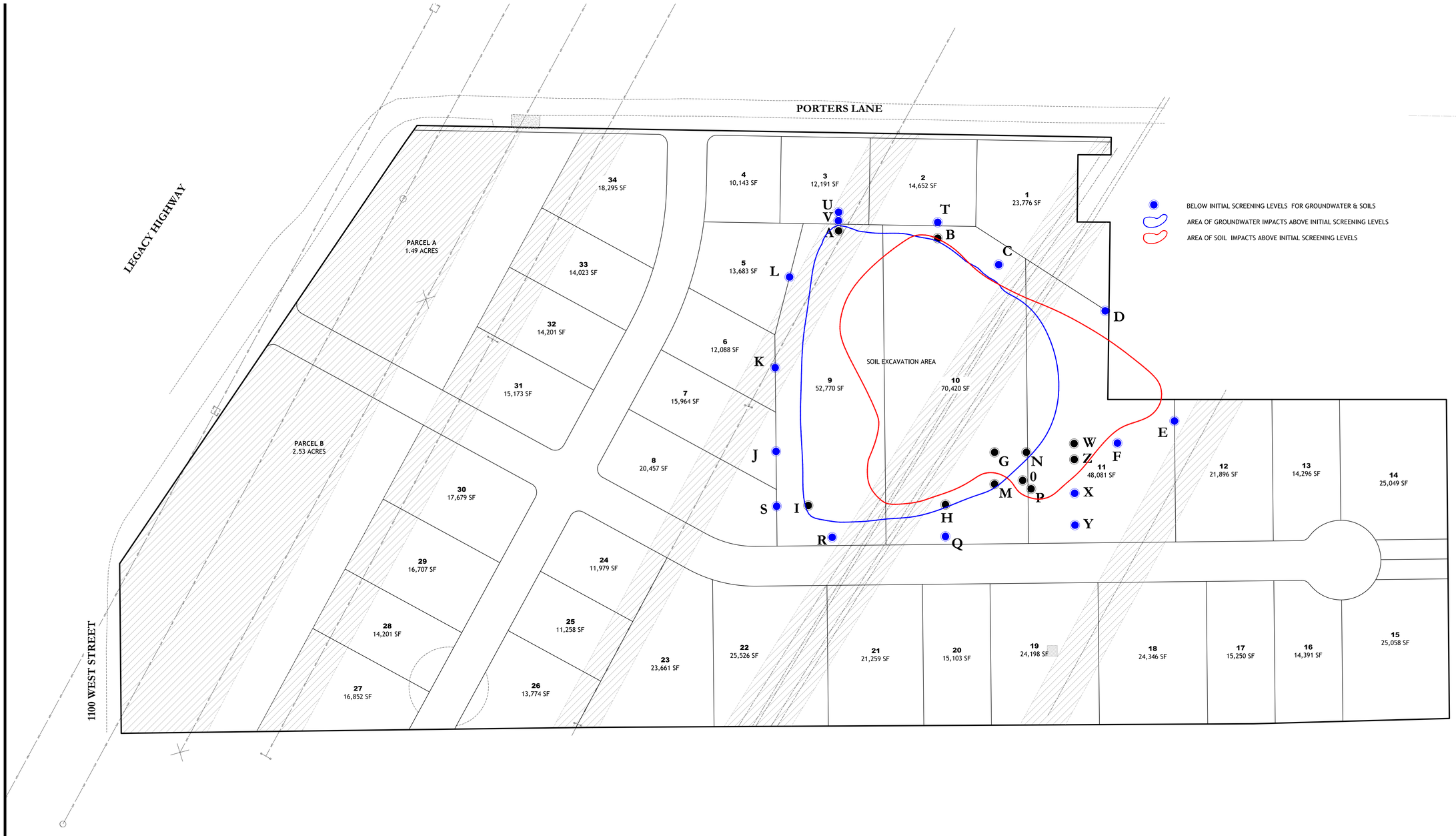
Copies: (1) Addressee (electronic)

FIGURES

Figure 1 – Kinross Site Plan
Figure 2 – Sample Location Map
Figure 3 – Benzene Extent Map 1999 vs. 2003

CHARTS

Chart 1 – MW-7 Benzene Concentration vs. Time
Chart 2 – MW-9 Benzene Concentration vs. Time



EDM Partners
3980 S. 700 E., # 22 Salt Lake City, UT 84107
(801) 201-7494 wwww.edmllc.net

NORTH

SCALE: 1"=60'

0 30 60 120 180

DEVELOPER:

Hamlet Development
308 East 4500 South, Suite 200
Murray, UT 84107
801-281-2223

HAMLET HOMES
GREAT HOMES. GREAT PEOPLE. GREAT EXPERIENCE.

NOTES:

1. All sanitary sewer improvements shall conform with the standards and specifications of South Davis Sewer District
2. All culinary water improvements shall conform with the standards and specifications of West Bountiful City.
3. All improvements in the public right of way shall conform with the standards and specifications of West Bountiful City.
4. All private improvements shall conform to APWA standards and specifications.
5. Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.

PROFESSIONAL ENGINEER
No. 388611
NICHOLAS M. MINGO
9/12/17
STATE OF UTAH

Kinross Estates

Soils Investigation Map

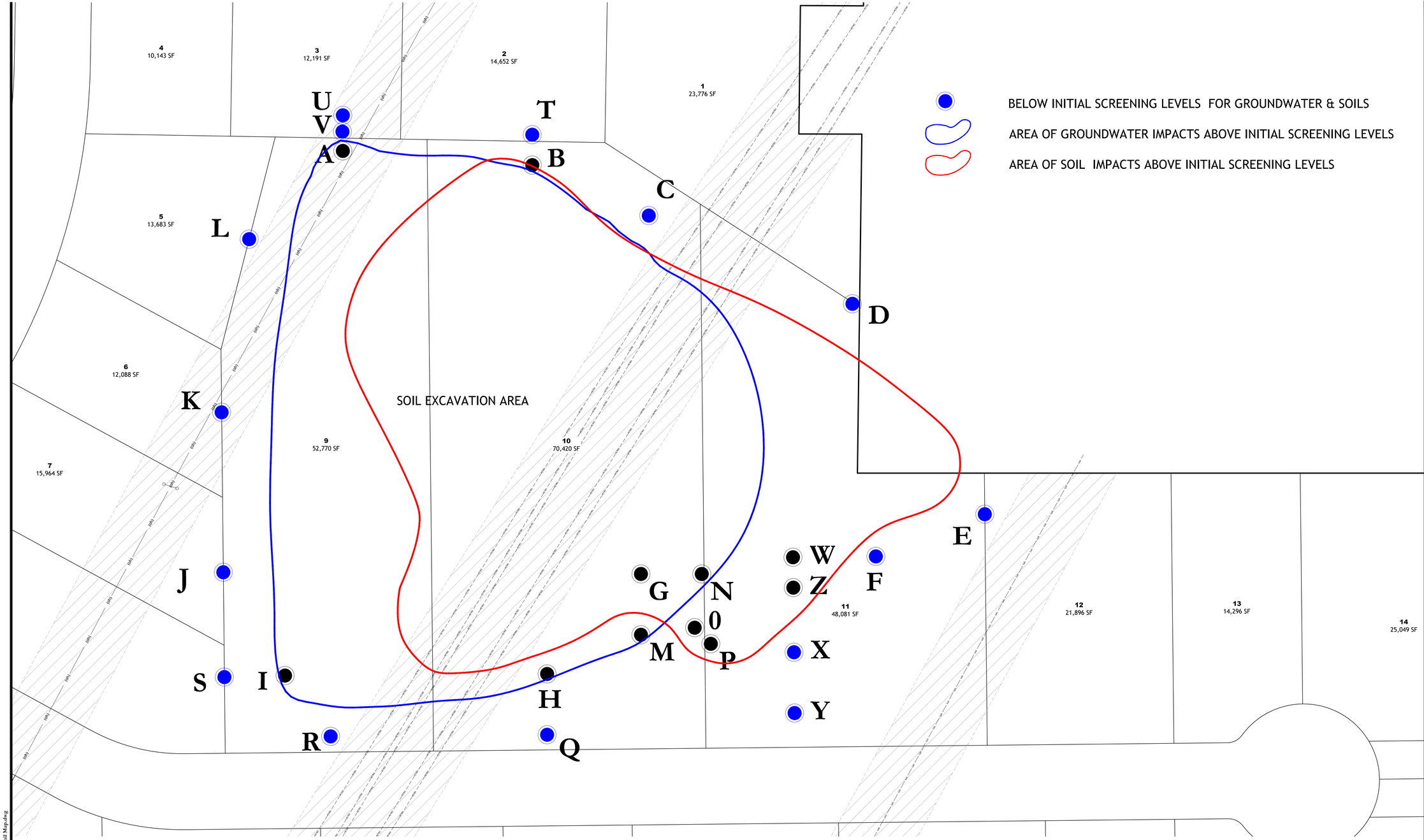
PROJECT:	1770
DRAWN BY:	NMM
REVIEWED BY:	PMD
REVISIONS:	
No. DATE	REMARKS

DATE: September 12, 2017

SHEET NUMBER:

Fig. 1

C:\Users\Nick\Dropbox\EDM\Projects\Kinross Estates\Drawings\5.Impacted Soil Map.dwg



EDM Partners
3980 S. 700 E., # 22 Salt Lake City, UT 84107
(801) 201-7494 www.edmllc.net

NORTH

SCALE: 1"=30'

0 15 30 60 90

DEVELOPER:

Hamlet Development
308 East 4500 South, Suite 200
Murray, UT 84107
801-281-2223

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PROFESSIONAL ENGINEER No. 368611 NICHOLAS M. MINGO STATE OF UTAH 9/12/17

Kinross Estates

Soils Investigation Map

PROJECT:	1770
DRAWN BY:	NMM
REVIEWED BY:	PMD
REVISIONS:	
No. DATE	REMARKS

DATE: September 12, 2017

SHEET NUMBER:

Fig. 2

C:\Users\Nick\Dropbox\EDM\Projects\Kinross Estates\Drawings\5.Impacted Soil Map.dwg

EDM Partners
3980 S. 700 E., # 22 Salt Lake City, UT 84107
(801) 201-7494 www.edmllc.net

NORTH

SCALE: 1"=60'

0 30 60 120 180

DEVELOPER:

Hamlet Development
308 East 4500 South, Suite 200
Murray, UT 84107
801-281-2223

HAMLET HOMES
GREAT HOMES. GREAT PEOPLE. GREAT EXPERIENCE.

NOTES:

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4. All private improvements shall conform to APWA standards and specifications.
5. Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.

LICENSED PROFESSIONAL ENGINEER
No. 366611
NICHOLAS M. MINGO
9/14/17
STATE OF UTAH

Kinross Estates

Soils Investigation Map

PROJECT:	1770
DRAWN BY:	NMM
REVIEWED BY:	PMD
REVISIONS:	
No. DATE	REMARKS

DATE: September 14, 2017

SHEET NUMBER:

Fig. 3

C:\Users\Nick\Dropbox\EDM\Projects\Kinross Estates\Drawings\5.Impacted Soil Map.dwg

Chart 1

MP 006 MW-7

Benzene Concentration and Water Elevation vs. Time

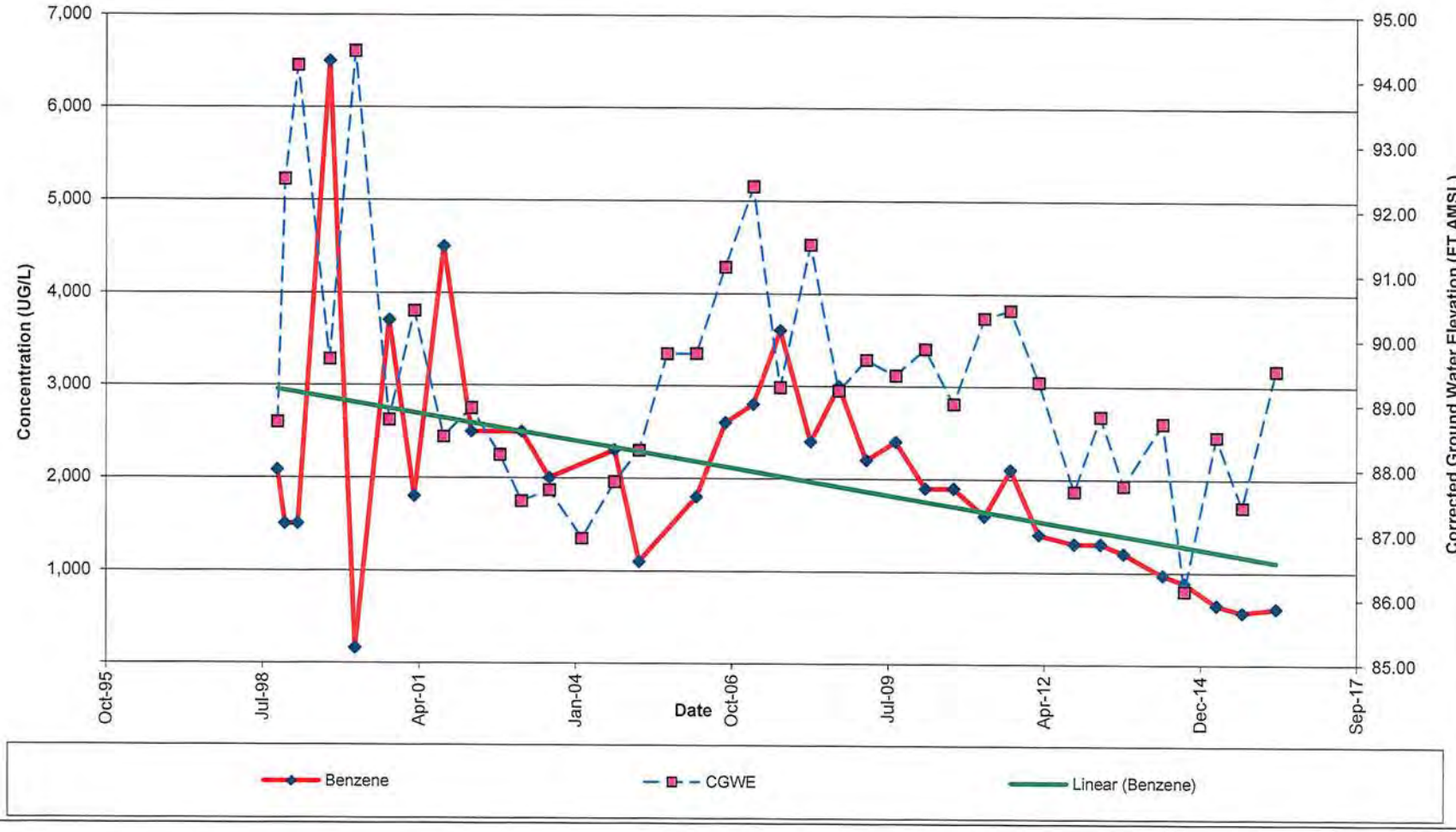
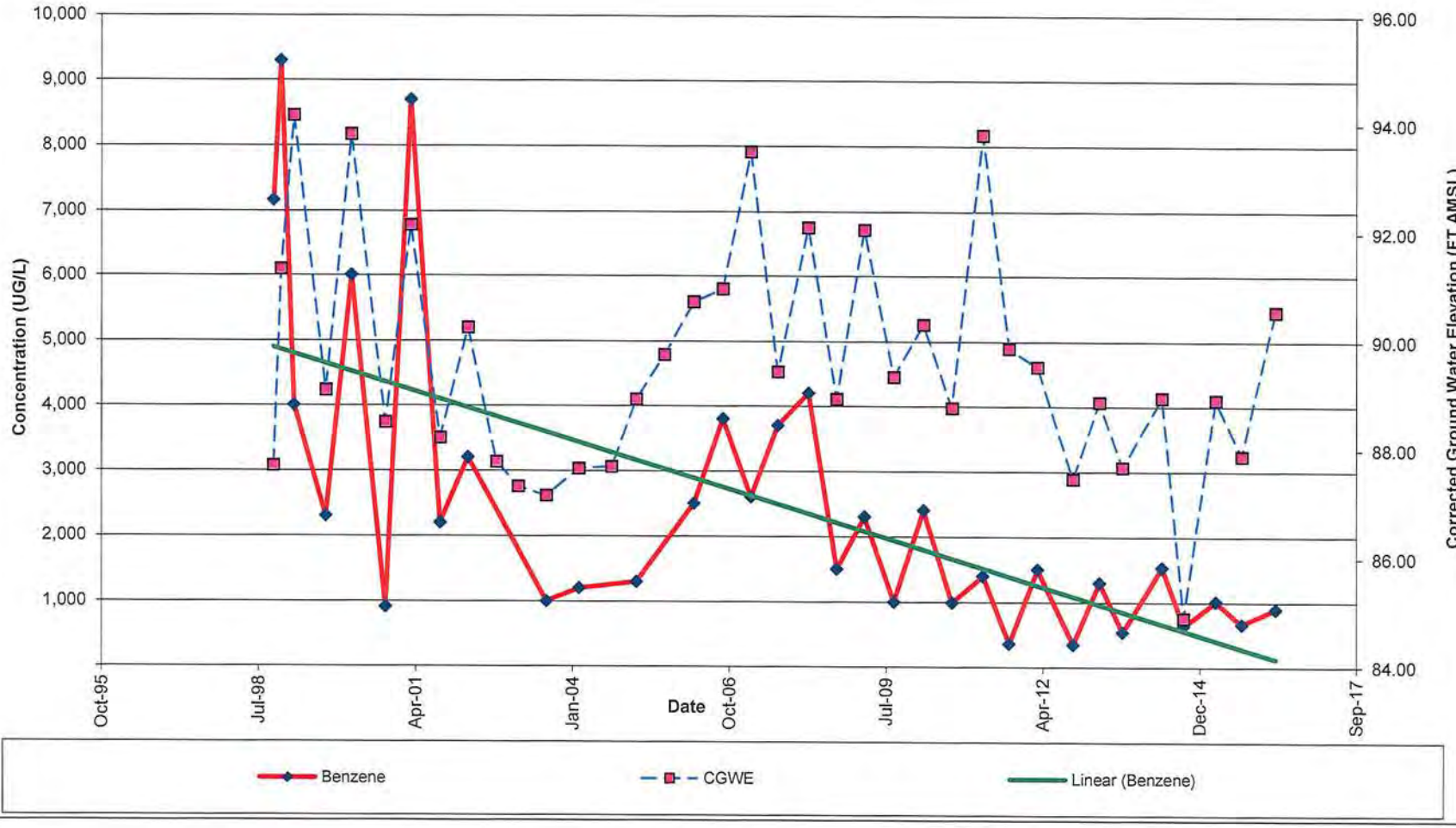


Chart 2

MP 006 MW-9

Benzene Concentration and Water Elevation vs. Time



WASATCH ENVIRONMENTAL

Mr. Michael Brodsky
Hamlet Development Inc.
308 East 4500 South, Suite 200
Salt Lake City, Utah 84107

September 28, 2017
Project No. 1952-003A

SUBJECT: Limited Subsurface Investigation
Proposed Kinross Estates
1100 West Porter Lane
West Bountiful, Utah

Wasatch Environmental, Inc., (Wasatch) has completed limited subsurface investigation (LSI) activities at the proposed Kinross Estates property (subject property), located at 1100 West Porter Lane in West Bountiful, Utah. The scope of work included advancing 26 direct-push soil borings on the subject property for the purposes of collecting soil and groundwater samples to evaluate the lateral extent of potential environmental impacts. The results will be used to aid in the layout of residential lots so that the area of the subject property impacted by petroleum hydrocarbons at concentrations above the Utah Initial Screening Levels (ISLs) are confined to lots that will not be purchased by Hamlet Homes. ISLs are the most stringent screening levels used by Utah's underground storage tank program and are typically applied at residential sites to obtain unrestricted land use.

BACKGROUND

The subject property consists of approximately 23 acres of vacant property used for agricultural purposes and most recently approved for residential development by West Bountiful City. In 1991, a release of gasoline and diesel fuel was discovered in the subsurface soil that originated from the underground refined product pipelines (owned by Chevron at the time) that traverse the property. Approximately 3 acres of the subject property were impacted by the release. A remediation system was utilized from 1992 to 1998 to recover over 7,000 gallons of fuel. In 1994, Chevron signed an Administrative Order and Stipulation and Consent Order with the Utah Department of Environmental Quality (DEQ), Division of Water Quality (DWQ). When Tesoro acquired the pipeline from Chevron in 2013, Tesoro assumed the clean-up responsibilities as required by the Administrative Order. Tesoro is planning an effort to further remediate the site using new technologies and has conducted initial testing using a liquid, which is injected into the zone of remaining impacts to speed the biodegradation of residual hydrocarbons.

The level of remediation required by the Administrative Order and Stipulation and Consent Order is based on site specific clean-up levels developed for the current property use, which is agricultural. Remediation activities and semi-annual groundwater monitoring events are on-going and actively overseen by the DWQ.

A comprehensive review of the soil and groundwater data was completed in September 2004 and submitted to the Utah DWQ by Secor International Incorporated consultants on behalf of Chevron Pipe Line Company. The report concluded that:

- The dissolved groundwater plume has significantly decreased in extent and degree, so that relatively low concentrations of benzene remain above the CACL (Corrective Action Concentration Limits),
- A plume stability evaluation shows that the dissolved groundwater plume is diminishing suggesting that no continuing source remains, and
- Conditions at the site are suitable for natural biodegradation of the dissolved groundwater plume. Evidence suggests that both aerobic and anaerobic degradation are occurring.

Wasatch's review of groundwater monitoring data collected from 2004 to the present indicates that the groundwater plume continues to decrease in extent and degree of concentration.

OBJECTIVES

This LSI was designed to evaluate soil and/or groundwater impacts to aid in the design and layout of residential building lots. The objective is to isolate the soil and groundwater impacts to interior lots that will not be developed with homes until a future time when the Utah DWQ issues a letter to Tesoro stating that remediation of the area of residual petroleum impacts is complete.

METHODS

To aid in designing the lot layout, Hamlet Development Inc., (Hamlet) used the mapped analytical results of the 2015 soil and groundwater sampling investigation completed by Antea Group for Tesoro. Once preliminary lots were defined, Wasatch collected soil and groundwater samples along the proposed lot lines adjacent to the known petroleum impacts. The results from these sampling events helped fine-tuned the boundaries of the soil and groundwater impacts. The lot lines were adjusted and two proposed lots were combined to confine the areas of soil and groundwater impacts above ISLs to the three lots that will not be purchased by Hamlet.

On July 27 and 28, 2017, Wasatch Project Hydrogeologist, Blake Downing, P.G., and Environmental Technician, Corbin Jensen, directed the completion of subsurface soil borings A through L using direct-push drilling technics to techniques to evaluate soil conditions and collect soil and groundwater samples at the subject property. On August 10 and 25, 2017, Wasatch Senior Geologist, Christopher J. Nolan, P.G., and Corbin Jensen directed the completion of borings M through Z. Soil samples from these locations were labeled GP-Lot-A and groundwater samples from these locations were labeled GP-Lot-A GW. Sample locations are shown on Figures 1 and 2.

EarthProbe Environmental Field Services of Salt Lake City, the drilling subcontractor, advanced the borings using a GeoProbe 6620 DT track-mounted drill rig. Soil borings were advanced to a final depth of 15 feet below ground surface (bgs). The soil borings were advanced in 5-foot increments using the direct-push drill rig. Soil cores were collected from 5-foot long by 1.5-inch diameter discrete interval push samplers equipped with disposable polybutyrate liners. The soil cores were field logged; which included a description of color, moisture content, consistency, odor, staining, and soil type based on the Unified Soil Classification System. Soil cores were field screened for the presence of volatile organic compounds (VOCs) using a MiniRae 3000, parts per million (ppm) range photoionization detector (PID). One soil sample was collected at each boring location, at the depth which corresponded to the greatest zone of soil impacts as indicated by the PID.

All soil samples collected for laboratory analysis were collected with gloved hands and placed in 2-ounce glass jars. The sample jars were each labeled with the sample location, sample identification, date, required analysis, and time of sample collection. The soil samples were immediately placed on ice in a sample cooler.

Groundwater sampling was conducted in conjunction with the soil boring activities. After completion of each soil boring, a groundwater sample was collected using a temporary stainless steel well-point, a peristaltic pump, and disposable, low-density polyethylene tubing. Groundwater was initially purged from each location to reduce the turbidity of the samples and then dispensed into laboratory-supplied, 40-milliliter capacity, glass vials with Teflon® septa caps. The sample vials for volatile petroleum hydrocarbon analysis contained several drops of hydrochloric acid as a preservative. The vials were filled slowly until a meniscus formed at the top of each vial, then each vial was sealed with a septa cap. This procedure eliminates headspace within the vials and minimizes the loss of volatiles. Three-40-milliliter capacity, glass vials with Teflon® septa caps were used to collect the groundwater samples collected for analysis of total petroleum hydrocarbons as diesel range organics (TPH-DRO). The sample containers

were labeled with the sample location, sample identification, date, and time of sample collection. All groundwater samples were immediately placed on ice in a sample cooler. At sample location GP-Lot-U, only a groundwater sample was collected. Continuous soil samples were not collected during drilling at this location.

The cooler containing the soil and groundwater samples was hand delivered, under chain-of-custody protocol to America West Analytical Laboratories, a Utah-Certified analytical laboratory located in Salt Lake City, Utah, for analysis of the following:

- Benzene, ethylbenzene, toluene, total xylenes, naphthalene, and total petroleum hydrocarbons as gasoline range organics (TPH-GRO), using the United States Environmental Protection Agency (U.S. EPA) Method 8260C, and

- TPH-DRO, using U.S. EPA Method 8015.

Following the sample collection activities, all soil borings were backfilled with bentonite pellets, and hydrated with potable water to seal the borings.

RESULTS

Soils at the site generally consist of silty fill (ML), silty clay (CL), silty sand (SM), and sand (SP). Groundwater at the subject property was encountered at approximately 8 to 10 feet bgs. Where present, petroleum hydrocarbon odors, and elevated PID readings were typically observed in a sandy zone which was present between approximately 7 and 11 feet bgs. Boring logs are presented in Appendix A. Laboratory reports including chain-of-custody documentation are presented in Appendix B.

Table 1 presents the analytical results of the soil sampling. Table 1 also shows the Utah ISLs for petroleum hydrocarbon compounds in soil.

As shown in Table 1, analytical results from seven sample locations exceeded the ISLs for TPH-DRO in soil. Additional soil samples were collected further away from the soil impacts. These samples were collected to characterize the areas of soil impacts to concentrations below the ISLs. These sample locations are shown on Figure 2.

Table 2 presents the analytical results of groundwater sampling. Included on Table 2 are the Utah ISLs for petroleum compounds in groundwater.

As shown on Table 2, analytical results from seven sample locations exceeded the ISLs for TPH-DRO, TPH-GRO, and/or benzene in groundwater. Additional groundwater samples were collected further away from the groundwater impacts. These samples were collected to characterize the areas of groundwater impacts to concentrations below the ISLs.

CONCLUSIONS

Based on the results of the LSI activities, Hamlet has designed the layout of lot lines to confine the area of petroleum hydrocarbon with impacts above ISLs to three lots (Lots 9, 10, and 11) which will remain the property of the current owner and not be purchased by Hamlet.

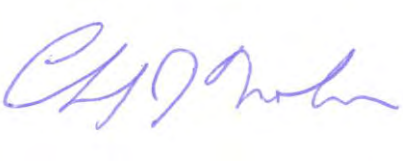
All soil and groundwater samples collected along the final residential lot lines exhibited petroleum hydrocarbon concentrations below ISLs. As shown on Figure 2 soil and groundwater samples with hydrocarbon concentrations below ISLs to the west are defined by sample locations L, K, J, and S. The southern lot line samples with hydrocarbon concentrations below ISLs are defined by sample locations R, Q, Y, X, F, and E. The northern and northeastern samples with hydrocarbon concentrations below ISLs are defined by sample locations U, V, T, C, and D.

Our services consist of professional opinions and recommendation made in accordance with generally accepted environmental engineering principles and practices. This warranty is in lieu of all other warranties either expressed or implied.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

WASATCH ENVIRONMENTAL, INC.



Christopher J. Nolan, P.G,
Senior Project Manager
Utah-Certified UST Consultant CC 0118

Julie Kilgore, President
Environmental Manager

FIGURES

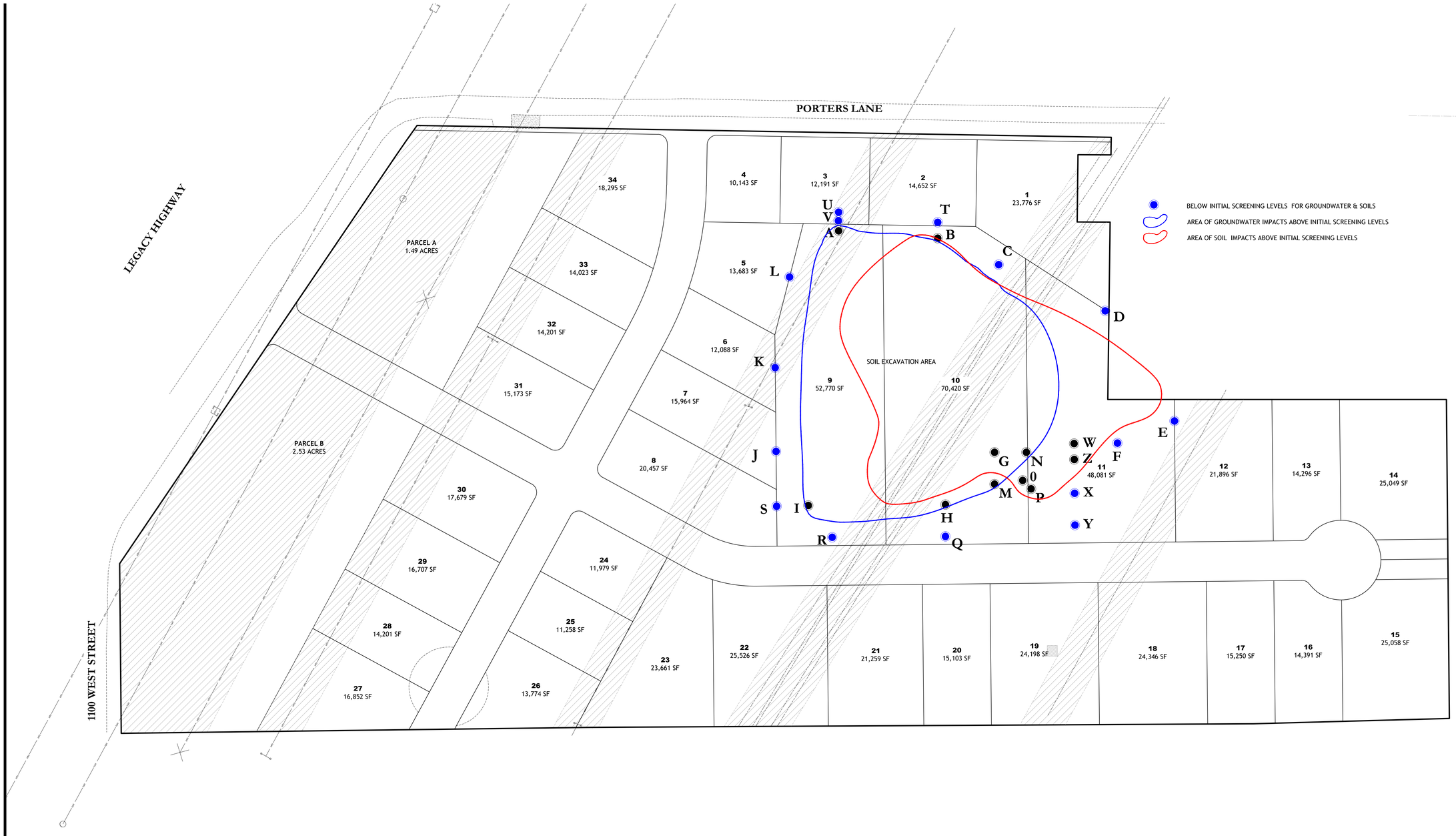
Figure 1 – Kinross Site Plan
Figure 2 – Sample Location Map

TABLES

Table 1 - Soil Analytical Results
Table 2 - Groundwater Analytical Results

APPENDICES

Appendix A - Boring Logs
Appendix B - Laboratory Analytical Reports



EDM Partners
3980 S. 700 E., # 22 Salt Lake City, UT 84107
(801) 201-7494 wwww.edmllc.net

NORTH

SCALE: 1"=60'

0 30 60 120 180

DEVELOPER:

Hamlet Development
308 East 4500 South, Suite 200
Murray, UT 84107
801-281-2223

HAMLET HOMES
GREAT HOMES. GREAT PEOPLE. GREAT EXPERIENCE.

NOTES:

1. All sanitary sewer improvements shall conform with the standards and specifications of South Davis Sewer District
2. All culinary water improvements shall conform with the standards and specifications of West Bountiful City.
3. All improvements in the public right of way shall conform with the standards and specifications of West Bountiful City.
4. All private improvements shall conform to APWA standards and specifications.
5. Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.

PROFESSIONAL ENGINEER
No. 388611
NICHOLAS M. MINGO
9/12/17
STATE OF UTAH

Kinross Estates

Soils Investigation Map

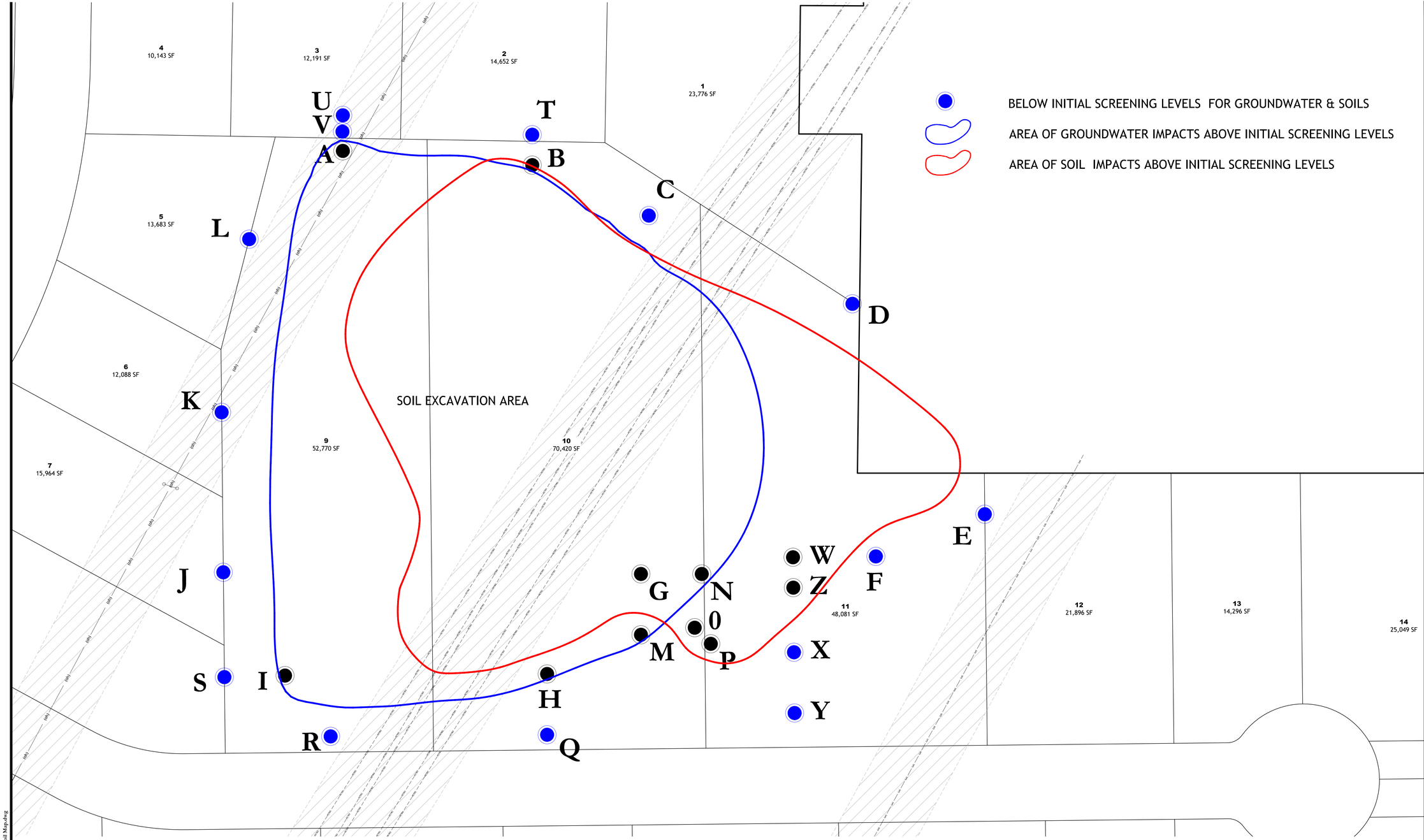
PROJECT:	1770
DRAWN BY:	NMM
REVIEWED BY:	PMD
REVISIONS:	
No. DATE	REMARKS

DATE: September 12, 2017

SHEET NUMBER:

Fig. 1

C:\Users\Nick\Dropbox\EDM\Projects\Kinross Estates\Drawings\5.Impacted Soil Map.dwg



EDM Partners
3980 S. 700 E., # 22 Salt Lake City, UT 84107
(801) 201-7494 www.edmllc.net

NORTH

SCALE: 1"=30'

0 15 30 60 90

DEVELOPER:

Hamlet Development
308 East 4500 South, Suite 200
Murray, UT 84107
801-281-2223

HAMLET HOMES
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5. Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.

PROFESSIONAL ENGINEER No. 368611 NICHOLAS M. MINGO STATE OF UTAH 9/12/17

Kinross Estates

Soils Investigation Map

PROJECT:	1770
DRAWN BY:	NMM
REVIEWED BY:	PMD
REVISIONS:	
No. DATE	REMARKS

DATE: September 12, 2017

SHEET NUMBER:

Fig. 2

C:\Users\Nick\Dropbox\EDM\Projects\Kinross Estates\Drawings\5.Impacted Soil Map.dwg

Table 1
Soil Analytical Results
Proposed Kinross Estates
West Bountiful, Utah

all concentrations are expressed in milligrams per kilogram (mg/kg)

Sample Identification	Depth	Sample Collection Date	Petroleum Hydrocarbons						
			TPH-DRO	TPH-GRO	Benzene	Ethylbenzene	Naphthalene	Toluene	Total Xylenes
GP-Lot-A	10'	7/28/2017	111	4.62	0.0192	0.117	<0.00661	<0.00661	0.0900
GP-Lot-B	9.5'	7/27/2017	**526**	55.9	<0.0111	<0.0222	<0.0222	<0.0222	<0.0222
GP-Lot-C	10'	7/27/2017	70.1	3.66	<0.00330	<0.00661	0.180	<0.00661	0.0229
GP-Lot-D	10'	7/27/2017	38	38	<0.00302	0.0178	<0.00605	<0.00605	<0.00605
GP-Lot-E	8'	7/28/2017	<24.5	<0.0600	<0.00300	<0.00600	<0.00600	<0.00600	<0.00600
GP-Lot-F	8.5'	7/28/2017	<24.6	<0.0628	<0.00314	<0.00628	<0.00628	<0.00628	<0.00628
GP-Lot-G	9.5'	7/28/2017	**1,420**	32.4	0.0663	0.0363	1.62	<0.0261	<0.0261
GP-Lot-H	11'	7/28/2017	202.0	11.7	<0.00317	<0.00634	<0.00634	<0.00634	<0.00634
GP-Lot-I	11'	7/28/2017	34.6	0.28	<0.00345	<0.00690	<0.00690	<0.00690	<0.00690
GP-Lot-J	7'	7/28/2017	<25.1	<0.0627	<0.00314	<0.00627	<0.00627	<0.00627	<0.00627
GP-Lot-K	11'	7/28/2017	<27.5	0.351	0.00859	0.0233	<0.00677	<0.00677	<0.00677
GP-Lot-L	7.5'	7/28/2017	30.1	<0.0636	<0.00318	<0.00636	<0.00636	<0.00636	<0.00636
GP-Lot-M	10'	8/10/2017	79.2	<0.0605	<0.00303	<0.00605	<0.00605	<0.00605	<0.00605
GP-Lot-N	10'	8/10/2017	**4,750**	52.9	<0.0114	0.823	2.82	<0.0228	<0.0228
GP-Lot-O	10.5'	8/10/2017	**1,540**	0.981	<0.00319	<0.00637	<0.00637	<0.00637	<0.00637
GP-Lot-P	10'	8/10/2017	**2,090**	5.18	<0.00321	<0.00641	<0.00641	<0.00641	<0.00641
GP-Lot-Q	10.5'	8/10/2017	74.6	<0.0608	<0.00304	<0.00608	<0.00608	<0.00608	<0.00608
GP-Lot-R	11'	8/10/2017	77.4	<0.0671	<0.00336	<0.00671	<0.00671	<0.00671	<0.00671
GP-Lot-S	11.5'	8/10/2017	<26.7	<0.0658	<0.00329	<0.00658	<0.00658	<0.00658	<0.00658
GP-Lot-T	9'	8/10/2017	274	<0.0594	<0.00297	<0.00594	<0.00594	<0.00594	<0.00594
GP-Lot-V	10'	8/10/2017	62.3	22.8	<0.0136	<0.0273	0.198	<0.0273	<0.0273
GP-Lot-W	10'	8/25/2017	**2,400**	77.8	<0.0585	1.00	2.61	<0.117	2.16
GP-Lot-X	9.5'	8/25/2017	<24.7	<0.0630	<0.00315	<0.00630	<0.00630	<0.00630	<0.00630
GP-Lot-Y	9'	8/25/2017	<23.8	<0.0572	<0.00286	<0.00572	<0.00572	<0.00572	<0.00572
GP-Lot-Z	9.5'	8/25/2017	**1,400**	55.3	<0.0595	<0.119	<0.119	<0.119	<0.119
Utah Initial Screening Levels			500	150	0.2	5	51	9	142

NOTES:

< = concentration was below the laboratory reporting limit

BOLD = measured concentration is greater than the applicable Utah Initial Screening Level

Table 2
Groundwater Analytical Results
Proposed Kinross Estates
West Bountiful, Utah

all concentrations are expressed in milligrams per liter (mg/L)

Sample Identification	Sample Collection Date	Petroleum Hydrocarbons						
		TPH-DRO	TPH-GRO	Benzene	Ethylbenzene	Naphthalene	Toluene	Total Xylenes
GP- Lot-A GW	7/28/2017	**38.7**	0.343	**0.00541**	<0.00200	0.00626	<0.00200	0.00247
GP-Lot-B GW	7/27/2017	<0.510	<0.0200	**0.00573**	<0.00200	<0.00200	<0.00200	<0.00200
GP-Lot C GW	7/27/2017	<0.492	<0.0200	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
GP-Lot-D GW	7/27/2017	<0.507	<0.0200	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
GP-Lot-E GW	7/28/2017	<0.522	<0.0200	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
GP-Lot-F GW	7/28/2017	<0.542	<0.0200	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
GP-Lot-G GW	7/28/2017	**2.07**	**1.34**	**0.778**	0.00331	0.0959	0.00211	<0.00200
GP-Lot-H GW	7/28/2017	**50.0**	0.432	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
GP-Lot-I GW	7/28/2017	**55.0**	0.985	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
GP-Lot-J GW	7/28/2017	<0.719	<0.0200	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
GP-Lot-K GW	7/28/2017	0.7	<0.0200	0.00123	<0.00200	<0.00200	<0.00200	<0.00200
GP-Lot-L GW	7/27/2017	<0.505	<0.0200	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
GP-Lot-M GW	8/10/2017	**1.25**	0.0431	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
GP-Lot-N GW	8/10/2017	**1.11**	0.487	**0.0628**	0.00205	0.0240	0.00329	<0.00200
GP-Lot-O GW	8/10/2017	<0.490	<0.0200	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
GP-Lot-P GW	8/10/2017	<0.489	<0.0200	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
GP-Lot-Q GW	8/10/2017	<0.490	0.0723	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
GP-Lot-R GW	8/10/2017	<0.492	<0.0200	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
GP-Lot-S GW	8/10/2017	<0.485	<0.0200	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
GP-Lot-T GW	8/10/2017	<0.491	<0.0200	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
GP-Lot-U GW	8/10/2017	<0.498	<0.0200	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
GP-Lot-V GW	8/10/2017	<0.492	<0.0200	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
GP-Lot W GW	8/25/2017	<0.476	<0.0200	<0.00100	<0.00200	<0.00200	<0.00200	0.00327
GP-Lot X GW	8/25/2017	<0.490	<0.0200	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
GP-Lot-Y GW	8/25/2017	<0.485	<0.0200	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
GP-Lot-Z GW	8/25/2017	<0.481	<0.0200	<0.00100	<0.00200	<0.00200	<0.00200	<0.00200
Utah Initial Screening Levels		1	1	0.005	0.7	0.7	1	10

NOTES:

< = concentration was below the laboratory reporting limit

BOLD = measured concentration is greater than the applicable Utah Initial Screening Level

Exhibit K
Draft Indemnity Agreement

INDEMNITY AGREEMENT

This Indemnity Agreement is made by [insert correct name of Tesoro entity that owns the subject land] ("Indemnitor") in favor of the "Indemnified Parties" listed in Section 1 below effective as of September ____, 2017.

RECITALS

A. Reference is made to that certain Stipulation and Consent Order before the Utah Water Quality Board, dated June 14, 1994 (the "Consent Order") between Chevron Pipe Line Company ("Chevron") and the Utah Water Quality Board (the "Board"). A true copy of the Consent Order is attached hereto as Exhibit "A."

B. As set forth in the Consent Order, in 1991, a release of petroleum product from one of Chevron's subsurface oil lines was discovered near 2150 North 950 West, West Bountiful, Utah.

C. As a result of the release of petroleum product, certain land in West Bountiful, Utah, was contaminated, which land Chevron agreed to remediate pursuant to the Corrective Action Plan set forth in the Consent Order.

D. Indemnitor is the successor-in-interest to Chevron with respect to the contaminated land, the Corrective Action Plan, and the Consent Order.

E. Hamlet Development is under contract to purchase certain land surrounding the contaminated land. The land to be acquired by Hamlet Development will be developed and improved into a residential subdivision known as Kinross Estates, comprised of thirty-four (34) building lots (the "Project"). A true copy of the Kinross Estates "Impacted Soil Map," showing the building lots in the Project and the location of the contaminated land, is attached hereto as Exhibit "B."

F. In order for the Project to move forward with final development entitlements and construction of subdivision improvements, this Indemnity Agreement from Indemnitor is necessary.

AGREEMENT

NOW THEREFORE, for valid consideration received, the undersigned parties covenant and agree as follows:

1. Indemnified Parties. The "Indemnified Parties" (or, in the singular, "Indemnified Party") shall mean and include Hamlet Development, Hamlet Homes, Kinross Estates, LLC; Thomas & Jeannette Williams; Thomas & Jeannette Williams Family Trust; West Bountiful City; the Kinross Estates Homeowners Association, Inc.; all existing and future owners of lots or other property located within the Project; and all successors-in-interest of the foregoing persons and entities.

2. Indemnity. The Indemnitor shall at all times indemnify, defend, and hold harmless the Indemnified Parties from and against any and all damages, fines, claims, actions, penalties, costs, charges, and expenses of whatsoever kind or nature, including attorneys' fees, resulting from or arising out of the following (collectively, the "Indemnity Obligations"):

   a. The Consent Order, and any and all actions taken in relation to the Corrective Action Plan set forth in the Consent Order;

   b. All actions of Indemnitor or its contractors, agents, or employees to remediate the subject contamination;

   c. Any and all physical injuries suffered as a result of the subject contamination or as a result of efforts to remediate the subject contamination;

   d. Any and all third-party claims resulting from or arising out of the subject contamination or the efforts to remediate the subject contamination; or

   e. All costs and expenses incurred to remediate the subject contamination or fulfill the obligations of the Corrective Action Plan set forth in the Consent Order.

3. Remedies. If Indemnitor fails to pay or perform the Indemnity Obligations, any of the Indemnified Parties may, from time to time, bring any action at law or in equity or both: (a) to compel Indemnitor to comply with the Indemnity Obligations; (b) to collect in any such action compensation for all losses, costs, damages, injuries and expenses (including attorneys' fees) sustained or incurred by the Indemnified Party as a direct or indirect consequence of the failure of Indemnitor to comply with the Indemnity Obligations, together with interest on any such amount at rate of 10% per annum; or (c) to pursue any other right or remedy available to the Indemnified Party, at law or in equity or under this Indemnity Agreement, with respect to Indemnitor.

4. Indemnitor's Representations and Warranties. Indemnitor hereby makes the following representations and warranties:

   a. Indemnitor has full power and legal authority to execute, deliver, and perform this Indemnity Agreement without any consent of any person, entity, or authority. The execution, delivery and performance by Indemnitor of this Indemnity Agreement does not and will not contravene or conflict with any law, order, rule, regulation, writ, injunction or decree now in effect of any government, governmental instrumentality, court, or tribunal having jurisdiction over Indemnitor, or any contractual restriction binding on or affecting Indemnitor. There are no facts or circumstances of any kind or nature whatsoever of which Indemnitor is aware that could in any way impair

or prevent Indemnitor from performing Indemnitor's obligations under this Indemnity Agreement.

b. This Indemnity Agreement is and shall remain binding upon Indemnitor, and Indemnitor's successors and assigns, and shall inure to the benefit of Indemnified Parties and their successors and assigns.

5. General Provisions.

a. This Indemnity Agreement will be construed and enforced in accordance with the laws of the State of Utah without regard to conflicts of law principles.

b. This Indemnity Agreement may not be modified except by an instrument in writing signed by the parties hereto, and supersedes all previous agreements, written or oral, if any, of the parties with regard to the subject matter hereof.

c. In the event that any provision of this Indemnity Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Indemnity Agreement.

d. No waiver of any of the provisions of this Indemnity Agreement shall be deemed, nor shall the same constitute a waiver of any other provisions, whether or not similar nor shall any such waiver constitute a continuing waiver. No waiver shall be binding, unless executed, in writing, by the party making the waiver.

e. Indemnitor will pay all reasonable expenses incurred by Indemnified Party, including the fees, charges and disbursements of counsel for Indemnified Party in connection with the enforcement of this Indemnity Agreement (whether or not suit is brought to enforce this Indemnity Agreement), including, without limitation, all such expenses incurred in connection with any trial, appeal, arbitration or bankruptcy proceedings.

f. This Indemnity Agreement may be executed in several counterparts all of which shall constitute one agreement, binding on all parties hereto, notwithstanding that all the parties are not signatories to the same counterpart.

WHEREFORE this Agreement is executed by the undersigned parties effective as of the date first set forth above.

[insert signature lines for all parties]

West Bountiful City PENDING September 26, 2017
Planning Commission

Posting of Agenda *- The agenda for this meeting was posted on the State of Utah Public Notice website and on the West Bountiful City website on September 22, 2017 per state statutory requirement.*

Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday, September 26, 2017 at West Bountiful City Hall, Davis County, Utah.

Those in Attendance:

MEMBERS PRESENT: Chairman Denis Hopkinson, Alan Malan, Mike Cottle, Laura Charchenko, Corey Sweat, and Council member Kelly Enquist

STAFF PRESENT: Ben White (City Engineer), Cathy Brightwell (Recorder), Debbie McKean (Secretary)

VISITORS: Phil Holland, Kim McKean, Zach Brodsky, Mike Brodsky, Kevin Schroyer, Chris Nolan, David Smith and Spouse.

The Planning Commission Meeting was called to order at 7:30 pm by Chairman Denis Hopkinson. Mike Cottle offered a prayer.

1. Accept Agenda

Chairman Hopkinson reviewed the agenda. Mike Cottle moved to accept the agenda as presented. Alan Malan seconded the motion. Voting was unanimous in favor among members present.

2. Consider Conditional Use Permit for HK Auto Boutique at 1112 W 500 South

Commissioner packets included a memorandum dated September 21, 2017 from Cathy Brightwell regarding HK Auto Boutique with attached site plan.

A Conditional Use Permit application was received from Kevin Shroyer for a business named HK Auto Boutique to be located at 1112 West 500 South that will provide automotive sales and

light servicing of vehicles. Approximately 20 vehicles will be parked and displayed in the parking area.

Cathy Brightwell shared Mr. Shroyer's desire to begin a business for auto sales and light repairs. A list of proposed conditions was detailed by Ms. Brightwell.

Chairman Hopkinson invited the Commissioners to look at the site plan provided by the applicant and noted the limited parking spaces on the plan. It will be rather tight to put 20 vehicles on that site.

Commissioner Comments:

Alan Malan inquired where the business was located and agrees there is limited space for 20 vehicles.

Corey Sweat commented that there is more area in the front of the building for parking.

Mike Cottle asked if cars will be operable. Mr. Shroyer answered that all cars will be operable.

Chairman Hopkinson welcomed the business and hoped they will step up from previous businesses that have been located there.

ACTION TAKEN:

Mike Cottle moved to approve the conditional use permit for HK Auto Boutique Kevin Shroyer 1112 West 500 South with the following findings: the proposed use at the particular location is necessary or desirable to provide a service or facility that will contribute to the general wellbeing of the neighborhood and community, will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity, accompanying improvements will not inordinately impact schools, utilities, and streets; will provide for appropriate buffering of uses and building, proper parking and traffic circulation, use of building materials, landscaping that is in harmony with the area and compatibility with adjoining uses, will comply with the regulations and conditions specified in the land use ordinance and conditions to be imposed in the conditional use permit will mitigate the reasonably anticipated detrimental effects of the proposed use and accomplish the purposes of this subsection. The following conditions must be met before a business license can be issued. A copy of the dealer's license and proof of insurance, fire inspection approval, and signage must comply with City Code, as well as all vehicles on display must be operable and in sellable condition. Laura Charchenko seconded the motion with a friendly amendment to include the affirmative findings. Voting was unanimous in favor.

3. Consider Conditional Use Permit for a Detached Garage That Exceeds Standard Height Requirements at 580 N 975 West.

Ben White introduced the application for the Smith accessory building located at 580 N 975 West. Included in the Commissioners packet was a memorandum dated September 21, 2017 from Ben White including a location site map and a diagram of the accessory building with specifications.

Mr. White introduced the application and noted some of the other accessory buildings in the area in comparison to what Mr. Smith would like to build. He showed a site map of that area and pointed out the other similar buildings in the area.

Chairman Hopkinson requested that Commissioners consider if there would be negative impact on surrounding homes in the area. It was briefly discussed and concluded that no negative impact could be found.

Corey Sweat inquired what the maximum height of a home would be in this zone. Mr. White responded 35 feet would be the maximum.

ACTION TAKEN:

Corey Sweat moved to approved the application for an accessory building located at 580 North 975 West with the following findings as found in Section 17.6.040D of the City Code. The proposed use at this location is necessary and desirable to provide a service or facility that will contribute to the general will-being of the neighborhood and the community and will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity, the accompany improvements will not inordinately impact schools, utilities, and streets and will provide an appropriate buffering of uses and buildings, proper parking and traffic circulation, use of building materials and landscaping which are in harmony with the area and compatibility with adjoining uses, will comply with the regulations and conditions specified in the land use ordinance for such use, will conform to the intent of the city's general plan and conditions to be imposed in the conditional use permit will mitigate the reasonably anticipated detrimental effects of the proposed use and accomplish the purposes of this subsection. A condition of approval is a maximum height for this building will be 24 feet. Alan Malan seconded the motion and voting was unanimous in favor among all members present.

4. Consider Zoning Request for 1300 West 400 North by Denise Montgomery.

Commissioners received a packet including a memorandum from Ben White dated September 20th, 2017 regarding a Zoning Request at approximately 1300 West 400 North with a copy of the City Area zoning map, and a letter from Denise Montgomery addressed to the City Council, Planning and Zoning, and City Engineer.

Denise Montgomery was not present at the meeting. Chairman Hopkinson shared Ms. Montgomery's desire to develop equestrian uses on her property to accommodate citizens in the area which also includes retail. She lives in Jessi's Meadow and owns adjacent property with frontage on 400 North. The A-1 zone has no accommodation for retailing. American Cowboy was grandfathered in that area. Chairman Hopkinson shared some of the difficulties this could bring to this area. This was a discussion item only for this evening and Mr. Hopkinson shared the possibilities that could take place in the discussion.

Commissioner's Comments Included:

Mike Cottle feel that any consideration of this request would open a can of worms.

Corey Sweat stated that at this time it would not be a conversation to have until further plans have been put into place on the west side. He feels that it would not be supported and successful in a residential zone.

Alan Malan is against any spot zoning which this would be.

Chairman Hopkinson pointed out that the only drawback of this plan would be the retail piece.

Ben White informed the Commissioners of the landowner's rights to take her request to city council and that a public hearing would have to be held. Chairman Hopkinson suggested this item be tabled until Ms. Montgomery can be present to answer questions.

5. Discuss PUD Request from Hamlet Homes for Kinross Subdivision at 1100 West and Porter Lane.

Ben White showed the developer's plans and suggested layout (a density plan) with 34 lots. No bonus density is requested. Developer is requesting some lot adjustments due to complications of utility easements. Mr. White noted that the road at the end of the cul-de-sac would continue on in the future when the east property is developed. He pointed out that there may be some benefit to creating a road going south, however the south property has different owners and is not part of

the discussion at this time. Mr. White shared the concepts of what the applicant has submitted to this point.

Mr. Michael Brodsky (owner/applicant Hamlet Homes) was invited to take the stand and addressed the Commissioners in regards to questions he was given from the last meeting to answer. Their consultant, Chris Noble, addressed the environmental issues of the area and Nick Mingo addressed the drainage.

The developer is asking for a PUD because of the variety of challenges on this property. They would like the option of having a few smaller lots with no increase in density. There will be 4 acres along 1100 West restricted to open space and pasture. They will be solving a lot of storm drain issues for their area and the surrounding area. Homes designed for this area will be submitted to the city for their approval. Landscaping will be included to correlate with the surrounding community landscapes. Mr. Brodsky noted that the environmental issues that impact the area from the earlier oil spill have been stabilized and the underground plume is shrinking rather rapidly. A summary of the Environmental Study was presented. The original document is 180 pages and is available for review.

Chris Nolan of Wasatch Environmental introduced himself and described some of the problems that exist from the 1998 oil spill on the land. His study found that there is no health or safety issues of any residual nature to animals or humans. The three affected lots will be maintained by the Williams family who are the current property owners. Mr. Noble showed the boundary lines of how the affected ground has been shrinking and has stabilized. New technology has been used to mitigate the contaminated ground. He provided a summary of data in a report given to the Commissioners (the full report is a 180 page document and available at City Hall). Mr. White noted that the 3 lots still have contaminations and will be unbuildable lots until the DEQ lifts that restriction. The CCR's will contain all issues pertaining to this environmental issue.

Mike Cottle asked what would happen if flooding were to occur in the area. Mr. Noble responded that they would not anticipate any harm from such an event. Chevron will continue to work on cleaning up this area. It could take 5 to 7 years for this issue to be totally cleared and dismissed.

Mr. Cottle inquired about the passive vapor barrier. Mr. Noble explained the process and what the barrier is and that each home will have their own individual barrier for vapor intrusion. Mr. White explained the location of radon is very miss and hit. He further explained that it collects at the ground level and the vapor barrier is used to mitigate radon contamination from collecting in the individual homes.

Alan Malan would like to see the environmental study on official letterhead, both as a summary and as the complete document. Mr. Malan added that there is no benefit for the city with the 4-acre open space. He prefers the initial proposal that tied the open space to each west lot.

Laura Charchenko asked about how buyers will receive the information regarding the spill. Mr. Brodsky responded that they will disclose to buyers the data collected from the study of the environmental issues.

Corey Sweat stated that he feels due diligence has been done in regards to the environmental issues and that should be stated in some public documentation on letterhead as Mr. Malan requested.

Mr. Chairman asked where the existing wells are located on the property. Mr. Noble shared a site plan and pointed out where the active and inactive wells exist on the property. Chairman Hopkinson would like to know the depth of the wells and other information in regards to the soil study. He explained it is important to know the clay level in order to be aware of how the contamination may affect the ground water.

Denis Hopkinson sees the need for the developers to have the concept plans move forward. He feels like a plan for a southbound road is essential even though it will not connect to anything. Mr. Chairman was grateful the developers were prepared and addressed their prior concerns.

Council member Enquist asked about the Williams lots and if they would be retaining them. Mr. Brodsky answered they will be unbuildable lots that will be held by the Williams family. Those lots would be used for cultivating hay and may contain an accessory building. It still needs to be determined who will maintain the cul-de-sac.

Mr. Brodsky asked if they could eliminate the other road if the southbound road was developed. Chairman Hopkinson wanted all possibilities to be on the table for discussion.

Staff feels like the proposed plan for detention water is about the best they can come up with.

Mr. White gave a short summary that this is a rezone request. He pointed out that Commissioners /Council have the right to deny their request but the developer deserves the right to know their concerns so they can have the opportunity to find solutions and answers to their questions. He stated that now is the time to give the developer direction.

Laura Charchenko asked about their CCR's. The developer will provide those upon submitting the conceptual plans.

Chairman Hopkinson feels like the Commission has the information they need at this time and the developer has done a great job answering their questions and concerns. He recapped the discussions for this evening and noted some conditions that could be placed for the project to conform to the desires of the City.

Corey Sweat expressed his feelings regarding the 4-acre parcel on the west side, and further discussion took place. Mr. Brodsky pointed out that the CCRs will have teeth in them to maintain and design this parcel. He reiterated that the city is most concerned with the health, safety and welfare of the citizens and community.

A public hearing is scheduled for the next Planning/Zoning meeting.

6. Discuss the McKean's West Bound Subdivision at 1100 North 800 West

Commissioner's packets included a memorandum dated September 20, 2017 from Ben White regarding the West Bound subdivision discussion. Memorandum had a preliminary plat plan attached of the development.

Ben White introduced the proposed development located at approximately 1100 North and 800 West, which is a 13-lot subdivision in the R-10 zone. He stated that it currently meets all City requirements and codes.

Mr. White showed the site and some special features that may be part of the development. In his presentation he noted the length of the dead-end road, a turnaround, a possible pedestrian access to the Prospector Rail trail, drainage, irrigation water, and property easements. He informed them that drainage, irrigation, and water right issues will be addressed at City Council meeting next week.

Mr. White was unsure about curb and sidewalk at this point. He informed the Commissioners that the developer is not under obligation to provide curb and gutter for the two existing homes on 800 West. Staff is proposing an eight-foot park strip and a 5 foot wide concrete path along 800 West that will have to meet the City's current design standards. There have been no proposed plans for street lighting on the current plan. A soil report will be submitted. There is a public hearing set for the next meeting.

One issue regarding the development is that at the present time the land is in the historic district overlay zone. The developer filed an Application to Rezone to remove all but Lot 1 from the Historic District. This application will be handled separately from the subdivision request.

Alan Malan had some questions and concern with the sidewalk requirements in the Historic District and if it will pertain to the development. Ben White responded that will need to be addressed.

7. Staff Report

Ben White

- We have received some proposals for development to the south of the Hamlet Home property that may make for a smoother transition to the Hamlet Home development.

Cathy Brightwell

- Corey Sweat has been sworn in for a four year term on the Planning Commission.
- Meet the Candidates night is next Monday, October 2nd, beginning with a meet and greet at 6:30 transitioning to the Question/Answer session hosted by the League of Women Voters.
- There will be Stakeholder meetings for the West Side development held October 3rd, 4th and 5th and again on October 23rd,24th and 25th.

8. Consider Approval of Minutes from September 12, 2017.

ACTION TAKEN:
Corey Sweat moved to approve of the minutes of the September 12, 2017 meeting as presented. Mike Cottle seconded the motion and voting was unanimous in favor.

6. Adjournment

ACTION TAKEN:
Mike Cottle moved to adjourn the regular session of the Planning Commission meeting at 9:15 pm. Corey Sweat seconded the motion. Voting was unanimous in favor.

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The foregoing was approved by the West Bountiful City Planning Commission on October 10, 2017, by unanimous vote of all members present.

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Cathy Brightwell – City Recorder