



Staff Report to the Weber County Planning Division

Weber County Planning Division

Synopsis

Application Information

Application Request: Consideration and action on a request for approval of Old Snowbasin Ranch Subdivision, a two-lot subdivision.

Agenda Date: Thursday, December 27, 2018

Applicant: Douglas Dance, Authorized Representative

File Number: UVO 120518

Property Information

Approximate Address: 6045 East Old Snowbasin Road

Project Area: 55.37 Acres

Zoning: Forest Valley 3 (FV-3), Forest 5 (F-5)

Existing Land Use: Vacant

Proposed Land Use: Residential

Parcel ID: 20-035-0021, 20-35-0059, 20-040-0005, 20-040-0006

Township, Range, Section: T6N, R1E, Sections 23, 26

Adjacent Land Use

North: Forest/Residential **South:** Forest

East: Forest **West:** Forest

Staff Information

Report Presenter: Felix Lleverino
flleverino@co.weber.ut.us
801-399-8767

Report Reviewer: RG

Applicable Land Use Codes

- Title 101 (General Provisions) Chapter 1 (Definitions)
- Title 104 (Zones) Chapter 9 (Forest Zone, F-5)
- Title 104 (Zones) Chapter 14 (Forest Valley, FV-3)
- Title 106 (Subdivisions) Chapter 1 (General Provisions) Section 8 (Final Plat Requirements)
- Title 108 (Standards) Chapter 14 (Hillside Development Review Procedure and Standards)
- Title 108 (Standards) Chapter 18 (Drinking Water Source Protection)
- Title 108 (Standards) Chapter 22 (Natural Hazard Areas)

Development History

Alternative Access approval was granted on February 27, 2018, during an Ogden Valley Planning Commission meeting. The applicant has shown that the private access road will meet all the criteria for access by private right of way. The report is available at the Weber County Planning Office under file number **AAE 2018-01**.

Background and Summary

The applicant is requesting approval of a two-lot subdivision that will gain access from Old Snowbasin Road and will utilize an 18-foot private right-of-way. The private right-of-way will branch off and extend from an existing private drive that currently serves one home. The access road length, from Old Snowbasin Road, is approximately 1,402 feet.

Each lot will have its own culinary water well and septic system. This proposal is located at approximately 5731 East Old Snowbasin Road.

As part of the approval process, the proposal has been reviewed against the current Weber County Land Use Code (LUC), and the standards of the FV-3 zone found in LUC §104-14. The following section is a brief analysis of this project against current land use regulations.

Analysis

General Plan: This proposal is in conformity with Ogden Valley General Plan (OVGP) by encouraging low-density development that preserves open space (see page 21 of the OVGP).

Zoning: The property is split into two zones, the F-5, and the FV-3 Zone. The purpose of this zone is stated in the LUC §104-9-1 and §104-14-1.

“(a) The intent of the forest zones is to protect and preserve the natural environment of those areas of the county that are characterized by mountainous, forest or naturalistic land, and to permit development compatible to the preservation of these areas.

(b) The objectives in establishing the forest zones are:

- (1) To promote the use of the land for forest, fish, and wildlife and to facilitate the conservation of natural resources, vegetation, and attractions;*
- (2) To reduce the hazards of flood and fire;*
- (3) To prevent sanitation and pollution problems and protect the watershed;*
- (4) To provide areas for private and public recreation and recreation resorts; and*
- (5) To provide areas for homes, summer homes, and summer campsites.”*

“The purpose of the Forest Valley Zone, FV-3 is to provide an area for residential development in a forest setting at a low density, as well as to protect as much as possible the naturalistic environment of the development.”

Small Subdivision: “The Planning Director is delegated administrative authority to approve small subdivisions if in his discretion there are no conditions which warrant its submittal to the planning commission LUC §106-1-8 (f).” This proposal qualifies as a small subdivision consisting of three or fewer lots for which no new streets are being created or realigned.

Drinking Water Source Protection Zone: This proposal is located within a Drinking Water Source Protection Zone #3. The prohibited uses within these zones may be found in LUC §108-18-6. The vacant forest land will also be used as residential property. Residential uses and septic systems are permitted in Zone 3 areas.

Natural Hazards: This property is located within a FEMA flood zone area classified as Zone X, which is outside of the 500-year flood risk.

A geologic reconnaissance has been performed by GCS dated September 12, 2016, identified as File# 2016.11 Prop. Page 5 of the geologic reconnaissance states that Qms, Qmc, Qmso, Qmso (Tn) and Qmso? (Tn) areas should be considered unstable for future land use considerations. Page 7 of the report states that because the entire site is underlain with Norwood Formation, that is known for having poor stability, it is recommended that appropriate geological/geotechnical studies should be conducted before the structural improvements are made in those areas. Page 9 of the geologic reconnaissance states that both lots that make up this proposal should undergo the requirements of the Weber County Hillside Development Review Procedures and Standards. It also recommends that steep slopes indicated in Figure 5 should be avoided with respect to structural and/or grading improvements or disturbances.

Upon recording the final subdivision Mylar a separate “Natural Hazards Disclosure” document will be required to be recorded to provide adequate notice of the geotechnical and geological recommendations to future property owners. A condition of approval has been added to staff’s recommendations to ensure that adequate notification is provided for future property owners regarding further development is noted on the subdivision Mylar.

Irrigation and Domestic Water: Weber Basin Water Conservancy District has granted an allotment of 3-acre-foot of water per year for both lots within this development. The developer has chosen to record a covenant for each lot that will notify lot buyers that well permits from the Weber-Morgan Health Department and the State Department of Natural Resources Division of Water Rights are required before a building permit can be obtained pursuant to LUC §106-4-2.

Sanitary System: Weber-Morgan Health Department has provided feasibility letters stating that lot 1 has been previously approved for the placement of a septic system (see exhibit D). The Health Department has also provided a letter stating that the water tables and percolation rates within Lot 2 of this proposal are within the range of acceptability for utilization of a packed media system followed by a drip irrigation system (see Exhibit D).

Review Agencies: The Weber County Fire District has not posted a review for this proposal, however, it is a condition of approved that the Fire District's requirements shall be met. Weber County Planning Division and Weber County Engineering Department have submitted reviews that will be addressed by a revised subdivision plat.

Public Notice: Noticing was provided to all property owners of record within 500 feet of the subject property.

Staff Recommendation

Staff recommends final plat approval of Old Snowbasin Ranch Subdivision, consisting of 2 lots. This recommendation is based on the following conditions:

1. Prior to recording the final Mylar, all applicable Weber County reviewing agency requirements shall be met.
2. The developer shall record a covenant for each lot that will notify lot buyers that well permits from the Weber-Morgan Health Department and the State Department of Natural Resources Division of Water Rights are required before a building permit can be obtained.
3. Pursuant to the Geologist recommendations, each lot should undergo the Hillside Development Review Procedures and Standards found in Weber County Land Use Code § 108-14 (see page 9 of the geologic reconnaissance). * OR GEOLOGY, WHICHEVER IS RELEVANT PER PROJECT GEOLOGIST.

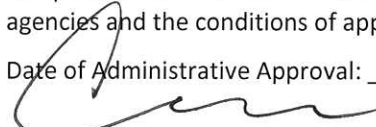
This recommendation is based on the following findings: STAFF SHALL WORK WITH APPLICANT TO

1. The proposed subdivision conforms to the Ogden Valley General Plan. VERIFY GEOLOGIST IS UP-TO-SPEED
2. The proposed subdivision complies with the applicable County codes. ON CURRENT REQUIREMENTS.

Administrative Approval

Administrative final approval of Old Snowbasin Ranch Subdivision, consisting of 2 lots, is hereby granted based upon its compliance with the Weber County Land Use Code. This approval is subject to the requirements of applicable review agencies and the conditions of approval listed in this staff report.

Date of Administrative Approval: 12/27/18


Rick Grover CHARLES EWERT, PRINCIPAL PLANNER
Weber County Planning Director

Exhibits

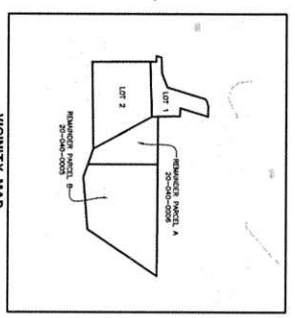
- A. Old Snowbasin Ranch Subdivision Plat
- B. Slope Analysis
- C. Current Recorders Plat
- D. Health Department feasibility letter for lots 1 and 2
- E. Weber Basin Water Conservancy District well approval water allotment

Area Map



Sheet 1 of 3

Old Snow Basin Ranch
PART OF THE SOUTHWEST QUARTER OF SECTION 26, AND ALSO PART OF THE NORTH HALF OF SECTION 26,
TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
WEBER COUNTY, UTAH
AREA, 2018



EXPLORATION PIT DATA

Exploration pits were located on sections 26 and 27, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Weber County, Utah. The pits were located on the following sections: Section 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

NOTES

1. The survey was conducted in accordance with the provisions of the Utah Surveying Act, Chapter 10, Title 73, Utah Code Annotated, 1953, as amended.

GEOLOGICAL NOTE

The geology of the area is primarily composed of sandstone and shale. The sandstone is of the Permian age and is overlain by a thin layer of coal. The shale is of the Permian age and is overlain by a thin layer of coal. The geology is typical of the region.

BOUNDARY DESCRIPTION

Table with 4 columns: Station, Distance, Bearing, and Remarks. It details the boundary lines of the property, including bearings and distances between various points.

NOTES

1. The survey was conducted in accordance with the provisions of the Utah Surveying Act, Chapter 10, Title 73, Utah Code Annotated, 1953, as amended.

BOUNDARY DESCRIPTION

Table with 4 columns: Station, Distance, Bearing, and Remarks. It details the boundary lines of the property, including bearings and distances between various points.

OWNERS DECLARATION AND CERTIFICATION

I, the undersigned, being the owner of the above described property, do hereby certify that the above is a true and correct copy of the original survey map and plat as the same appears on file in the office of the County Clerk of Weber County, Utah.

ACKNOWLEDGMENT

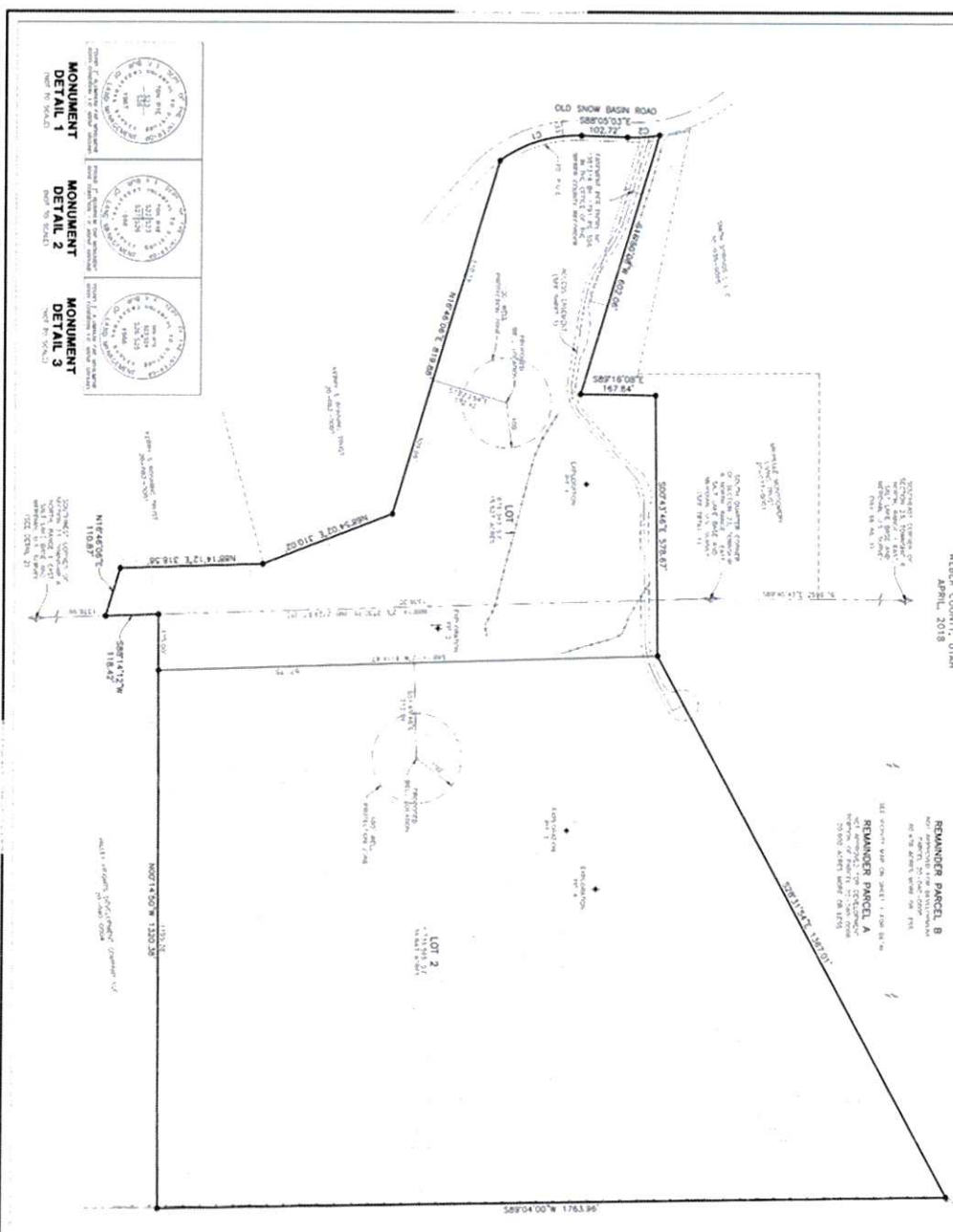
Witness my hand and seal of office this 1st day of August, 2018, at Ogden, Utah.

Professional seals and signatures for the Surveyor and the County Clerk. Includes the name of the Surveyor and the County Clerk, and their respective offices.

Legal notices and contact information for the surveying firm, Reve & Associates, Inc. Includes the firm's name, address, and phone number.

Old Snow Basin Ranch

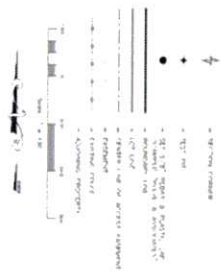
PART OF THE SOUTHWEST QUARTER OF SECTION 28, AND ALSO PART OF THE NORTH HALF OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH
APRIL, 2018



REMAINDER PARCEL B
ALL INTERESTS IN THE REMAINDER PARCEL B ARE RESERVED TO THE ORIGINAL GRANTOR OF THE DEEDS REFERRED TO HEREIN.

REMAINDER PARCEL A
ALL INTERESTS IN THE REMAINDER PARCEL A ARE RESERVED TO THE ORIGINAL GRANTOR OF THE DEEDS REFERRED TO HEREIN.

Legend



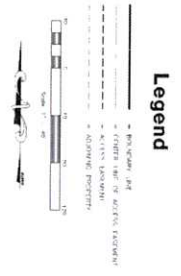
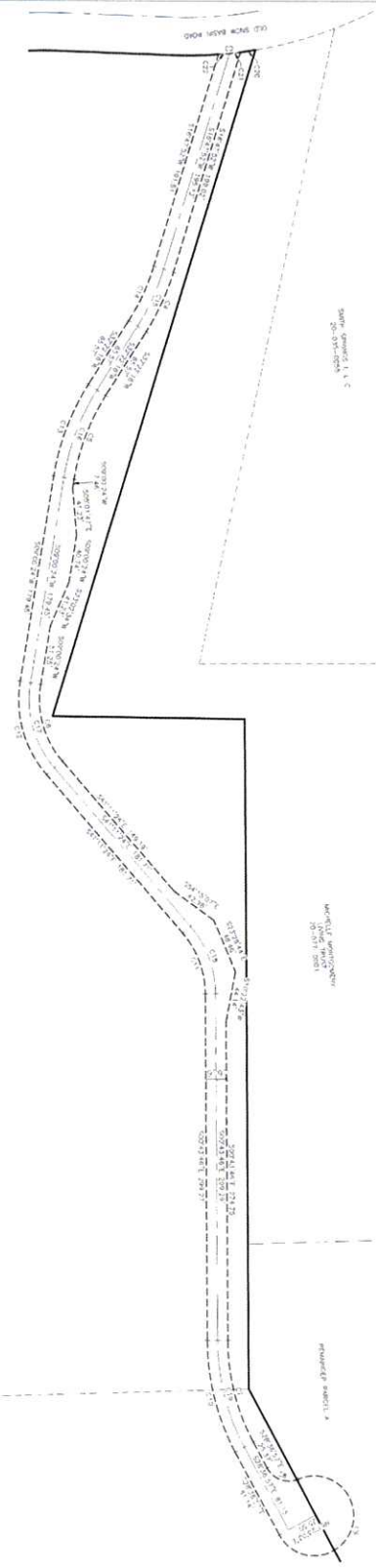


Reve & Associates, Inc.

<p>PROJECT INFO</p> <p>Client: REVE & ASSOCIATES, INC.</p> <p>Project: OLD SNOW BASIN RANCH</p> <p>Date: 1-23-2018</p> <p>Scale: AS SHOWN</p> <p>Author: Chris Revere</p>	<p>WEBER COUNTY RECORDS</p> <p>Book: 151</p> <p>Page: 10</p> <p>Recorded: 1-23-2018</p> <p>By: Chris Revere</p>
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Old Snow Basin Ranch

PART OF THE SOUTHWEST QUARTER OF SECTION 23, AND ALSO PART OF THE NORTH HALF OF SECTION 26,
 TOWNSHIP 6 NORTH, RANGE 1 EAST, SHERMAN COUNTY, IDAHO
 WEBER COUNTY, UTAH
 APRIL, 2018



Legend

Reeve

& Associates, Inc.

A PROFESSIONAL CORPORATION
 1000 WEST 1000 SOUTH, SUITE 100, SALT LAKE CITY, UT 84119
 TEL: 801.466.2000 FAX: 801.466.2001
 WWW.REEVEANDASSOCIATES.COM

PROJECT INFO

Project Name: _____

Client: _____

Survey Date: _____

City: _____

County: _____

State: _____

Scale: _____

Sheet: _____

WEBER COUNTY RECORDS

Book No. _____

Page No. _____

Recorded On: _____

Recorded By: _____

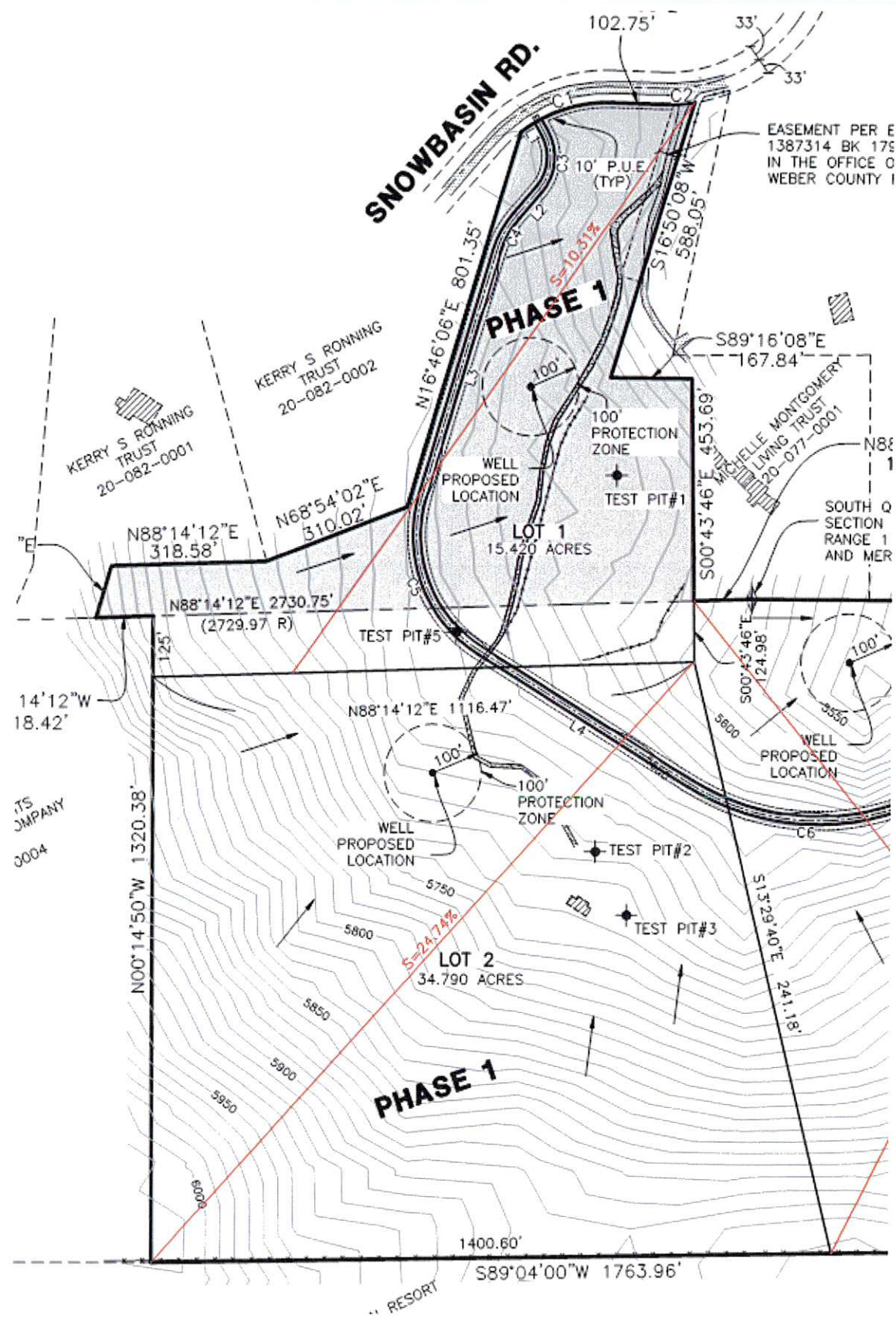
Survey No. _____

Survey Date: _____

Surveyor: _____

Scale: _____

Sheet: _____



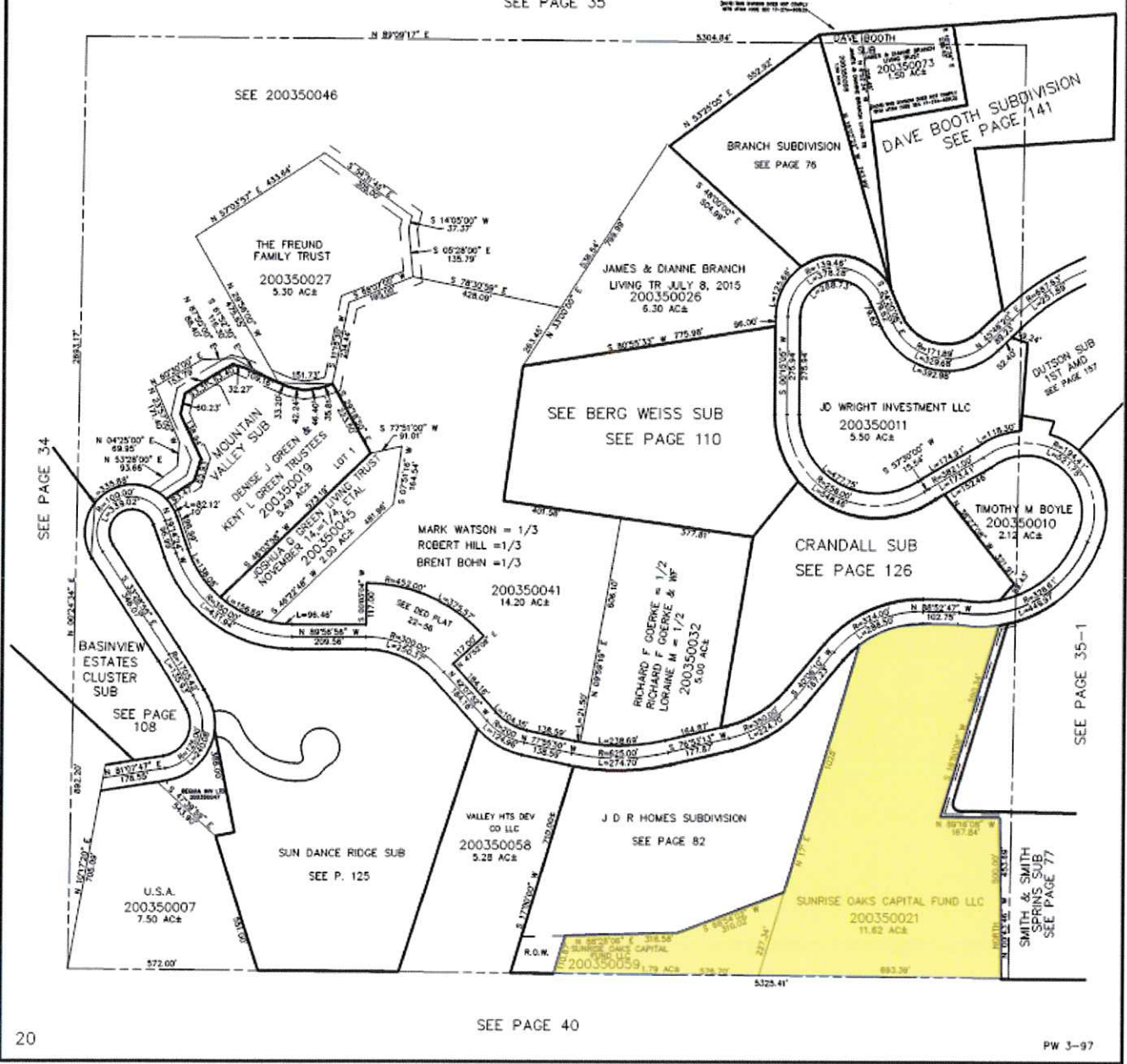
S.W. 1/4
SECTION 23, T.6N., R.1E., S.L.B. & M.

35-2

TAXING UNIT: 520

HUNTSVILLE DISTRICT
SCALE 1" = 200'

SEE PAGE 35

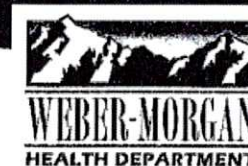


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SEE PAGE 40

PW 3-97

BRIAN W. BENNION, M.P.A., L.E.H.S.
Health Officer/Executive Director



October 5, 2018

Mountain Luxury
2640 N Hwy 162 Suite 3
Eden, UT 84310

RE: Old Snow Basin Ranch Proposed Subdivision
Wastewater Site and Soils Evaluation #14682 (revised)
5715 N Old Snowbasin Road, Huntsville, UT 84050
Parcel #20-035-0021, 20-035-0059, 20-040-0005, & 20-040-0006

An evaluation of the site and soils at the above-referenced address was completed by staff of this office on June 12, 2018. The exploration pit is located on the enclosed plat developed during the site evaluation along with the assigned numerical code for each exploration pit. The soil horizons, required percolation depths, actual and anticipated maximum ground water tables have been logged as follows:

Exploration Pit #Lot 3 (UTM Zone 12 Nad 83 432574E 4564975N)
0-19" loam, granular structure, no mottles (0.5 gpd/sq ft)
19-40" silt clay loam, granular structure, many mottles red at 31" grey and red at 35" and below, (0.4 gpd/sq ft)(e)(h)-Resulting percolation test results 120 minute per inch @ 30 inches
40-95" gravely clay loam, weakly blocky structure, 50% fine to medium gravel, many mottles (0.4 gpd/sq ft)(e)(h)-Resulting percolation test results 116minute per inch @ 48 inches

Exploration Pit # Lot 4 (UTM Zone 12 Nad 83 0432817E 4564971N)
0-17" loam, granular structure, no mottles (0.5 gpd/sq ft)
17-75" clay loam (near loam), blocky structure, no mottles, (0.4 gpd/sq ft)(e)(h) -Resulting percolation test results 13 minute per inch @ 30 inches


Exploration Pit #Lot 5 (UTM Zone 12 Nad 83 0432968E 4564954N)
0-28" loam, granular structure, no mottles (0.5 gpd/sq ft)
28-95" clay loam (near loam), blocky structure, no mottles, (0.4 gpd/sq ft)(e)(h) -Resulting percolation test results 10 minute per inch @48 inches

Exploration pits should be backfilled immediately upon completion of percolation testing to prevent a hazardous environment that may cause death or injury to people or animals.

For determination of feasibility for the proposed Old Snow Basin Ranch Subdivision Phase 1 and Phase 2, including five total lots, **monitoring of the maximum ground water table is required in the area of the permissible soils. One group of three monitoring wells is required per lot for the proposed lots 2-5. Lot 1 was previously determined to be feasible.** Please complete the enclosed application for maximum ground water table monitoring and return it along with the appropriate fees. The wells should be constructed in accordance with the enclosed diagram in order to provide the most accurate water table readings possible.

If you have any further questions, contact this office at your convenience.

Sincerely,


Summer Day, LEHS III, Program Manager
Environmental Health Division
801-399-7160

EDUCATE | ENGAGE | EMPOWER

phone: 801-399-7100 | fax: 801-399-7110 | 477 23rd Street, Ogden, UT 84401 | www.webermorganhealth.org



November 8, 2018

Weber County Planning Commission
2380 Washington Blvd.
Ogden, UT 84401

RE: Old Snow Basin Ranch Proposed Subdivision, Lot 2 only
5715 N Old Snowbasin Road, Huntsville, UT 84050
Parcel #20-040-0006
Soil Log 14682

Gentlemen:

The soil and percolation information for the above-referenced lot have been reviewed. Culinary water will be provided by a private well. **The placement of the well is critical so as to provide the required 100 foot protection zone.** The well will need to be dug, tested and the water supply approved prior to issuance of a wastewater disposal permit.

An evaluation of the site and soils at the above-referenced address was completed by staff of this office on November 16, 2018. The exploration pit (s) is located at the referenced GPS coordinate and datum. The soil texture and structure, as classified using the USDA system, are as follows:

Exploration Pit #TP lot 1 (UTM Zone 12T, Nad 83, 432307E 4564996N)
0-16" loam, granular, high organic content, no mottling
16-38" loam (near clay loam), well defined blocky structure, no mottling
38-44" clay loam, blocky structure, some mottling
44-66" sandy clay loam, massive structure, mottling not determined, matrix is white, layer may not be horizontally contiguous and is likely found in isolated pockets
66-77" clay loam, massive structure

DESIGN REQUIREMENTS

Lot 2: Documented ground water tables not to exceed 36 inches, fall within the range of acceptability for the utilization of a Packed Bed Media Pretreatment System followed by a drip irrigation disposal system with a maximum depth of 6 inches below original grade as a means of wastewater disposal. The absorption system is to be designed using a maximum loading rate of 0.4 gal/sq. ft. /day as required for a loam (near clay loam), blocky structure soil horizon.

The determination of the system type has been based on the depth of which mottling has been identified thus defining the depth of anticipated ground water. The soil layers located at a depth of 38 inches and below observed during the soil evaluation are high clay, slow moving soil types anticipated to exceed the permissible limit for an onsite wastewater treatment system. The Packed Bed Media pretreatment system followed by a shallow drip irrigation system is permissible with a minimum of 36 inches of suitable soils and a maximum separation distance of 12 inches between bottom of trench or drip line and anticipated ground water.


Plans for the construction of any wastewater disposal system are to be prepared by a Utah State certified individual and submitted to this office for review prior to the issuance of a Wastewater Disposal permit.

The following items are required for a formal **subdivision review**; application, receipt of the appropriate fee, and a full sized copy of the subdivision plats showing the location of exploration pits and percolation tests as well as the documented soil horizons and percolation rates. A subdivision review will not occur until all items are submitted. Mylars submitted for signature without this information will be returned

Each on-site individual wastewater disposal system must be installed in accordance with R317-4, Utah Administrative Code, Individual Wastewater Disposal Systems and Weber-Morgan District Health Department Rules. Final approval will be given only after an on-site inspection of the completed project and prior to the accomplishment of any backfilling.

Please be advised that the conditions of this letter are valid for a period of 18 months. At that time the site will be re-evaluated in relation to rules in effect at that time.

Sincerely,


Summer Day, LEHS
EnVironmental Health Division
801-399-7160

EDUCATE | ENGAGE | EMPOWER

phone: 801-399-7100 | fax: 801-399-7110 | 477 23rd Street, Ogden, UT 84401 | www.webermorganhealth.org

1.5 miles
South of Pinedale

Account No. 71059

Replacement Contract/District 3

**PETITION TO WEBER BASIN WATER CONSERVANCY DISTRICT
FOR THE ALLOTMENT OF WATER**

Sunrise Oaks Capital Fund LLC (herein "Petitioner") hereby applies to the Weber Basin Water Conservancy District (herein "District") for the allotment of the beneficial use of 3.00 acre-feet of untreated replacement water annually, for irrigation and domestic purposes, on land situated in Weber County, Utah, legally described as follows:

Section 23 & 26, Township 6N, Range 1E, Acres 134.21

Tax I.D. No.(s): 20-035-0021, 20-035-0059, 20-040-0005 & 20-040-0006

Description of Lands:

See Attached "Exhibit A"

1. APPROVAL BY DISTRICT. In the event that the District grants this petition by executing the Order on Petition, attached hereto, this instrument shall be a contract between the Petitioner and the District (sometimes referred to herein as the "Contract"), which Contract shall be effective on the date upon which the District enters the Order on Petition.

2. OBLIGATION TO PAY. In consideration of such allotment and upon condition that this Petition is granted by the District, Petitioner agrees:

(a) To pay for the right to use the allotted water an amount annually, which amount initially shall be \$455.91 per acre-foot of water. A portion of the above payment amount is to be applied to the extent required on the District's obligations under bonds or other government-District contracts or capital expenditures, and is to be fixed from time to time by the District's Board of Trustees. The remainder of the above payment amount is to apply to the District's general operation, maintenance, and repair and replacement expenses, and other special expenses and costs incurred in operating, maintaining, repairing and replacing the separate facilities of the District used or required in servicing this Contract, hereinafter referred to as "OM&R". Such fair OM&R amounts shall be estimated each year by the Board of Trustees of the District, and any such determination shall be final and conclusive and binding on all parties. If such estimate is more than the actual cost thereof, an appropriate adjustment will be made in the annual OM&R amount for the

year following the year for which the estimate was made.

(b) The amount so fixed shall be paid whether or not the Petitioner actually takes or uses the water allotted.

(c) The first payment of the amounts so fixed shall be a tax lien upon the above-described land and the Petitioner shall be bound by the rules and regulations of the District's Board of Trustees. Nothing contained herein shall be construed to exempt the Petitioner from paying the taxes levied.

(d) Notwithstanding any of the forgoing, the District shall be entitled to change the charging structure of this Contract, including the amounts charged under this Contract, as determined from time to time by the District's Board of Trustees. The District may, in its sole and absolute discretion, change the billing structure outlined herein, including but not limited to changing that billing structure so that the Petitioner is billed based on the amounts of water used ("bill for use"), such that the District may choose to charge by the unit or gallon delivered or used, and may institute tiers that provide for increasing charges for each such unit based on the total use. As outlined in this Contract, Petitioner is obligated to install appropriate metering and measuring devices. Petitioner agrees that any such meter will satisfy all requirements of the District and will properly measure water usage, which measurement may be used by the District in determining any overuse, as outlined below, and in determining the appropriate charge under any bill for use payment structure adopted by the District under this paragraph.

3. PENALTY FOR DELINQUENCY: Every installment or charge required to be paid to the District under this Contract, which shall remain unpaid after its due date, shall bear interest from date of delinquency at a rate of 18% APR.

4. REMEDIES IN CASE OF DEFAULT: If the Petitioner shall fail to make any payment due hereunder on or before the due date, or in the event that the petitioner shall violate any of the terms of this Contract, the District may refuse the delivery of water, or upon written notice to Petitioner, cancel this Contract in its entirety, but either or both of these remedies are not exclusive. The District may exercise any other remedy given by this Contract or by law to enforce collection of any payment due hereunder.

5. USE OF WATER. The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well for irrigation and domestic purposes at a point located on the land hereinabove described, and for no other use or purpose.

6. OVERUSE. The amount of water to which the Petitioner is entitled annually shall not exceed the allotted amount as described above. In the event that Petitioner receives water in excess of the allotted amount in any given year, whether intentionally or unintentionally, the Petitioner will be billed for the excess water at a rate or rates fixed from time to time by the Board of Trustees of the District. Payment for use of water in excess of the allotted amount shall be paid within 30 days from notification by the District. Failure to make payment in full by the due date will result in the total amount being levied as a tax lien in future years, and, at the District's sole discretion, in the discontinuation of service until payment in full is received by the District.

7. UTAH STATE ENGINEER. Petitioner's use of the water hereby allotted as replacement water shall be subject to such rules and regulations as the Utah State Engineer may from time to time prescribe. The Petitioner shall not use the allotted water in any way, and the District will not be obligated to deliver water to the Petitioner as herein provided, until Petitioner first receives an approved exchange application from the Utah State Engineer. It is the responsibility of the Petitioner to obtain such approved exchange application.

8. DELIVERY OF WATER. Delivery of the water hereby allotted by the District shall be as directed by the Utah State Engineer or his representative at the outlet works of Pineview Reservoir. The District shall have no obligation to provide works or facilities of any type to conduct the water hereby allotted from its point of delivery to its ultimate place of use.

9. WATER SHORTAGE. In the event there is a shortage of water caused by drought, inaccuracies in distribution not resulting from negligence, hostile diversion, prior or superior claims or other causes not within the control of the District, no liability shall arise against the District or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom to Petitioner and the payments to the District provided for herein shall not be abated or reduced because of any such shortage or damage. During periods of water shortage, allocations of drinking water for municipal and domestic use and treated and untreated water for industrial use shall have first priority.

10. WATER CONSERVATION. The Petitioner shall, at a minimum, take the following actions to conserve and protect water: (i) keep water use within the District's conservation goals (ii) follow all applicable water use restrictions for landscape watering; (iii) follow all applicable landscape ordinances.

11. FACILITIES. The Petitioner shall construct, operate and maintain, without cost to the district, the well and appurtenant facilities necessary to secure and accurately measure Petitioner's water supply. The metering or other measuring device installed by Petitioner shall be satisfactory to the Utah State Engineer. The District has no responsibility for the quality or quantity of water that Petitioner is able to secure through the source of Petitioner's well.

12. BENEFICIAL USE. The basis, the measure and the limit of the right of the Petitioner in the use of water shall rest perpetually in the beneficial application thereof, and the Petitioner agrees to put the water allotted Petitioner hereby to beneficial use in accordance with law. The Petitioner shall have no right to hold over or accumulate water from year to year, nor to sell or rent the water.

13. ACCOUNTING AND WATER SUPPLY RECORDS. The Petitioner shall maintain a set of books and records, satisfactory to the District, which shall keep and furnish suitable records of water supply and the disposition thereof. The Petitioner agrees to provide the above information and documentation to the District upon request, and within 30 days of any such request.

14. COMPLIANCE WITH LAW. The Petitioner agrees to fully comply with all applicable federal laws, orders and regulations and the laws of the State of Utah, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground water or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.

15. INDEMNIFICATION. Petitioner agrees to indemnify, protect, and save and hold the District harmless against and in respect of any and all claims, losses, liabilities, damages, costs, deficiencies or expenses (including attorney's fees) resulting from any claim for any rights under the Contract or from the non-fulfillment of any covenant or agreement on the part of Petitioner under or relating to this instrument, and any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees and other expenses incident to any of the foregoing.

16. NUMBER AND JOINT LIABILITY. In this instrument, the singular number includes the plural and the plural number includes the singular. If this instrument is executed by more than one person, firm, partnership or corporation, the obligations of each such person, firm, partnership or corporation hereunder shall be joint and several.

17. NO THIRD-PARTY BENEFICIARIES. Nothing herein shall be interpreted or construed to confer any right or remedy upon, or any duty, standard of care, liability or inference of liability to or with reference to, any person other than the District and the Petitioner and their respective successors and permitted assigns.

18. GOVERNING LAW; JURISDICTION. This instrument shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah. Petitioner submits to the jurisdiction of the Second Judicial District Court of the State of Utah in any action or proceeding arising out of or relating to this instrument and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Petitioner waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of the District with respect thereto.

19. INTERPRETATION. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this instrument. The paragraph headings contained herein are for purposes of reference only and shall not limit, expand, or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association or any combination thereof. If any provision of this instrument or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this instrument and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.

20. WAIVER. No failure or delay in exercising any right, power or privilege under this instrument, whether intentional or not, shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of a right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

21. SUCCESSION AND ASSIGNMENT. The Contract shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Petitioner may not assign the Contract or any of its rights, interests, or obligations thereunder without the prior written approval of the District.

22. FURTHER ACTS. The parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any act which may be necessary or proper to carry out the purposes of the Contract.

23. INCORPORATION OF RECITALS. The recitals set forth in this instrument are incorporated herein by reference and made a part hereof.

24. INTEGRATION. This instrument sets forth the entire understanding of the parties with respect to the subject matter hereof, and all prior negotiations, correspondence, proposals, discussions, understandings, representations, inducements and agreements, whether oral or written and whether made by a party hereto or by any one acting on behalf of a party, shall be deemed to be merged in and superseded by this instrument and shall be of no further force or effect. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as set forth herein, and no party has relied upon any representation, promise, assurance, covenant, omission or agreement not included in the terms hereof in making the decision to enter into this instrument. This instrument may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements among or between the parties.

25. AMENDMENTS. This instrument may not be modified, amended or changed by any oral agreement, either express or implied. No amendment, modification or change in this instrument shall be valid or binding unless reduced to writing and signed by both the District and the Petitioner. The provisions of this and the immediately preceding sentence themselves may not be amended or modified, either orally or by conduct, either express or implied, and it is the declared intention of the parties that no provisions of this instrument, including said two sentences, shall be modifiable in any way or manner whatsoever other than through a written document signed by both the District and the Petitioner.

26. EXPENSES OF ENFORCEMENT. In any proceeding to enforce, interpret, rescind or terminate this instrument or in pursuing any remedy provided hereunder or by applicable law, the prevailing party shall be entitled to recover from the other party all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "prevailing party" shall include, without limitation, a party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

27. EFFECTIVE DATE. This Contract shall become effective upon approval hereof by the District, as indicated by its endorsement herein below.

28. REUSE. The reuse of water delivered pursuant to this contract shall not be

allowed without permission of the District. The waste, seepage, or return flow from water delivered pursuant to this contract shall belong to the United States or the District for the use and benefit of the District.

29. NOTICE. Any notice herein required to be given to the Petitioner shall be sufficiently given if sent by mail addressed to the Petitioner at the address listed below, or if sent by electronic mail addressed to the Petitioner at the email address listed below, if any such email address is listed, or through public notice, and to the District office if delivered to 2837 East Highway 193, Layton, Utah 84040.

30. AUTHORIZED EXECUTION. The individuals signing below each represent and warrant (i) that they are authorized to execute this instrument for and on behalf of the party for whom they are signing; (ii) that such party shall be bound in all respects hereby; and (iii) that such execution presents no conflict with any other agreement of such party.

ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of Sunrise Oaks Capital Fund LLC be granted and an allotment of 3.00 acre-feet of water is hereby made to the lands therein described, upon the terms, at the rates, and payable in the manner as in said petition set forth.

DATED this 25 day of January, 2018.

WEBER BASIN WATER CONSERVANCY DISTRICT

BY 
Kyle R. Stephens, President

ATTEST:


Tage I. Flint, Secretary

(SEAL)



EXHIBIT A

Parcel Number 20-035-0021: PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 2683.10 FEET SOUTH 88D28'06" WEST ALONG SECTION LINE AND NORTH 1D31'54" WEST 500 FEET AND SOUTH 88D28'06" WEST 167.84 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 23, RUNNING THENCE NORTH 88D28'06" EAST 167.84 FEET; THENCE SOUTH 1D31'54" EAST 500 FEET; THENCE SOUTH 88D28'06" WEST ALONG SOUTH LINE 693.39 FEET THENCE NORTH 17D EAST 1028 FEET TO THE SOUTH LINE OF ROAD; THENCE EASTERLY ALONG SAID ROAD TO A POINT NORTH 16D02' EAST 590.3 FEET, MORE OR LESS, FROM THE POINT OF BEGINNING; THENCE S 16D02' WEST 590.03 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Parcel Number 20-035-0059: PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U S SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER WHICH IS SOUTH 88D28'06" WEST ALONG THE SECTION LINE 3953.19 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 23; RUNNING THENCE NORTH 88D28'06" EAST 576.70 FEET; THENCE NORTH 17D EAST 227.34 FEET, THENCE SOUTH 69D07'56" WEST 312.683 FEET, THENCE SOUTH 88D28'06" WEST 318.58 FEET, THENCE SOUTH 17D WEST 110.87 FEET TO THE POINT OF BEGINNING. TOGETHER WITH A RIGHT OF WAY FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PARCEL: A PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U S SURVEY: BEGINNING AT A POINT WHICH IS SOUTH 88D28'06" WEST ALONG THE SECTION LINE 4076.49 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 23; RUNNING THENCE NORTH 88D28'06" EAST ALONG SAID SECTION LINE 123.3 FEET; THENCE NORTH 17D EAST 110.87 FEET; THENCE SOUTH 88D28'06" WEST 123.3 FEET, MORE OR LESS, TO THE WEST LINE THEREOF; THENCE SOUTH 17D 110.87 FEET TO THE POINT OF BEGINNING. (ENTRY #1390395 BOOK 1793 PAGE 2054)

Parcel Number 20-040-0005: PART OF THE NORTHWEST QUARTER OF SECTION 25 AND THE NORTH 1/2 OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, US SURVEY: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 26 AND RUNNING THENCE NORTH 89D20' EAST ALONG SECTION LINE 501.87 FEET, THENCE SOUTH 33D39' WEST 958.30 FEET TO THE SECTION LINE COMMON TO SAID SECTIONS 25 AND 26, THENCE SOUTH 33D39' WEST 757.82 FEET, THENCE SOUTH 85D27' WEST 1069.04 FEET, THENCE NORTH 70D44' WEST 280.29 FEET, THENCE NORTH 1404.7 FEET, MORE OR LESS, TO THE NORTH SECTION LINE OF SAID SECTION 26, THENCE NORTH 89D40' EAST 1779.29 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. TOGETHER WITH ALL RIGHTS OF INGRESS AND EGRESS ONTO AND OVER THE PROPERTY INCLUDING AN EXCLUSIVE RIGHT OF WAY FOR INGRESS AND EGRESS TO AND FROM THE OLD SNOW BASIN ROAD AND ALL APPLICABLE WATER AND MINERAL RIGHTS AND SHARES. (E# 2525083)

Parcel Number 20-040-0006: PART OF THE NORTHWEST QUARTER OF SECTION 25 AND THE NORTH 1/2 OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, US SURVEY: BEGINNING 1503 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTH 1/2 OF SECTION 26, AND RUNNING THENCE NORTH 89D20' EAST ALONG THE SECTION LINE 3835.08 FEET TO SECTION CORNER COMMON TO SECTION 23, 24, 25 AND 26 THENCE NORTH 89D20' EAST ALONG SECTION LINE 501.87 FEET, THENCE SOUTH 33D39' WEST 958.30 FEET TO THE SECTION LINE COMMON TO SAID SECTIONS 25 AND 26, THENCE SOUTH 33D39' WEST 757.82 FEET, THENCE SOUTH 85D27' WEST 1069.04 FEET, THENCE NORTH 70D44' WEST 605.30 FEET, THENCE SOUTH 89D04' WEST 1748.98 FEET, THENCE NORTH 1298.67 FEET TO BEGINNING. EXCEPT THE FOLLOWING: PART OF THE NORTHWEST QUARTER OF SECTION 25 AND THE NORTH 1/2 OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, US SURVEY: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 26 AND RUNNING THENCE NORTH 89D20' EAST ALONG SECTION LINE 501.87 FEET, THENCE SOUTH 33D39' WEST 958.30 FEET TO THE SECTION LINE COMMON TO SAID SECTIONS 25 AND 26, THENCE SOUTH 33D39' WEST 757.82 FEET, THENCE SOUTH 85D27' WEST 1069.04 FEET, THENCE NORTH 70D44' WEST 280.29 FEET, THENCE NORTH 1404.7 FEET, MORE OR LESS, TO THE NORTH SECTION LINE OF SAID SECTION 26, THENCE NORTH 89D40' EAST 1779.29 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. TOGETHER WITH ALL RIGHTS OF INGRESS AND EGRESS ONTO AND OVER THE PROPERTY INCLUDING AN EXCLUSIVE RIGHT OF WAY FOR INGRESS AND EGRESS TO AND FROM THE OLD SNOW BASIN ROAD AND ALL APPLICABLE WATER AND MINERAL RIGHTS AND SHARES. (E# 2525083)