



## Subdivision Application

***This Subdivision application identifies submittal requirements and processes for subdividing land in the unincorporated lands of Weber County.***

While the Planning Division staff distributes copies of your application to County agencies and other applicable utility agencies responsible for reviewing your application, the applicant is responsible for following up with them if they need additional information.

- A pre-application meeting with the applicant and the appropriate staff is required prior to application submittal; please call (801) 399-8791 to make an appointment.

Date of pre-application review meeting: \_\_\_\_\_ Time: \_\_\_\_

Staff member assigned to process application: \_\_\_\_\_

The Western Weber County Planning Commission holds their meetings on the 2<sup>nd</sup> Tuesday of the month.

The Ogden Valley Planning Commission holds their meetings on the 4<sup>th</sup> Tuesdays of the month.

Applications must be submitted and deemed complete forty five (45) days prior to the applicable Planning Commission meeting. Subdivisions will only be placed on a Planning Commission agenda upon receipt of reviewing agency recommendations including the County Engineer's Office and the Weber County Fire District.

This application is subject to all applicable Weber County Land Use Codes. It is important that the applicant read and understand the ordinances to prevent delays in the approval of their subdivision.

### Process

The Planning Division will only accept complete applications with supporting documents as outlined below. Submitting an application does not guarantee that this application will be placed on the next Planning Commission agenda. The following steps/timeline/process tracks your application:

- Complete Application Form
- ***Staff determination that the application is complete***
- Referral agencies are requested to review submittal
- Applicant coordinates as needed with reviewing agencies
- Staff report is drafted and a copy given to applicant
- Application placed on an upcoming agenda by staff
- Planning Commission meeting scheduled
- The applicant can follow the agency review process through "Miradi" at <https://miradi.co.weber.ut.us/>.



**Fee Schedule**

An applicant proposing a subdivision in the unincorporated territory of Weber County shall deposit with the County a non-refundable fee for planning, surveying and engineering subdivision review processing and improvement inspection at the time of submission of the preliminary plan to help defray the review costs incurred by the County. All of these fees shall be in accordance with the fee schedule listed below:

**Planning/Surveying/Engineering - First Review**

Lots	Planning Processing Fee	Surveying Review Fee	Engineering Review Fee
1-4	\$520 + \$25 per lot/unit	\$400 + \$25 per lot/unit[*]	\$230 + \$25 per lot/unit[*]
5+	\$815 + \$25 per lot/unit	\$400 + \$25 per lot/unit	\$385 + \$50 per lot/unit

Notes:

\* \$150 + \$50 per lot/unit where the lots/units have improvements

**Planning/Surveying/Engineering - Subdivision Change Fees**

Changes	Planning Processing Fee	Surveying Review Fee	Engineering Review Fee
Each	\$250	\$100	\$100

Time Extensions require the Subdivision Fees for Planning, Engineering, and Surveying to be repaid. \$225

**Subdivision Extension**

A onetime, one-year extension of final approval can be granted by the Planning Commission for \$300. An eighteen- month extension of preliminary approval may be granted by the Planning Director after repayment of subdivision fees. Please see the Weber County Subdivision Ordinance for details.

**Subdivision Type Determination**

***Is this a Small Subdivision meeting the following definition as found in the Weber County Land Use Code Title 101 Chapter 1 Section 7?***

Small Subdivisions:

1. A subdivision consisting of three or fewer lots and for which no streets will be created or realigned.
2. An amended subdivision consisting of five or fewer lots and for which no streets will be created or realigned.
3. A subdivision phase consisting of five or fewer lots which has a valid preliminary approval and meets all conditions of that preliminary approval, including proposed street layouts.

**If YES, skip to Section 1 of this checklist (on Page 3). If NO, complete Sections 1 & 2**



Weber

Weber County Planning Division  
www.co.weber.ut.us/planning  
2380 Washington Blvd., Suite 240  
Ogden, Utah 84401-1473  
Voice: (801) 399-8791  
Fax: (801) 399-8862

Section 1

**Preliminary Approval Checklist:**

- N/A  Geologic Clearance: If the proposed subdivision is in a potential geologic hazard area, a geologic site reconnaissance will be required to be submitted with the preliminary plans. Further geotechnical and geologic studies may be required if the property is not cleared with the geologic site reconnaissance. All geotechnical and geologic reports will be required to be stamped, signed and dated by an approved Utah State Geologic and Geotechnical Engineer.
- Complete Subdivision Application form including a notarized signature of the owner(s) of the property.
- One (1) full size 24 x 36 copy, and one (1) reduced size 11 x 17 copy, and one (1) reduced size 8 1/2 x 11 copy of a preliminary plan meeting the requirements listed in the Weber County Land Use Code Title 106. This includes, if applicable, one (1) 24 x 36 copy of the phasing plan.
- All documents submitted in the subdivision application shall be accompanied by a PDF file of the respective document. All plans (including but not limited to subdivision plats, improvement drawings, architectural drawings, phasing plans, etc.), and subsequent submittals and revisions, shall be accompanied by a full scale set of PDF files of the respective plans.
- A written statement of feasibility from the County or State Health Department, which states the recommendation of the Health Department regarding sanitary sewage disposal, culinary water availability, and a Project Notification form from the Utah State Department of Environmental Quality Division of Drinking Water.
- A preliminary title report for each tax parcel included within the preliminary subdivision boundary shall be included with the preliminary plat application. The preliminary title report(s) shall be dated within 30 calendar days prior to the submittal of application and shall include a search of recorded documents back to patent identifying at a minimum:
- a. All easements.
  - b. Reference (the entry number and or book and page number) to all deeds in chain of title.
  - c. All boundary line agreements.
  - d. All rights of way whether the parcel is subject to or has reserve rights.
  - e. All current owners.
  - f. All outstanding liens, taxes, etc.
- A non-refundable fee made payable to Weber County (see *Fee Schedule*)



Section 2

**Final plat checklist**

- Meet final plat requirements of the Weber County Land Use Code Title 106 and other requirements as determined necessary by the referral agencies as approved by preliminary approval
- Obtain signature of the owner(s) on the application and any authorized representatives
- One (1) full size 24 x 36 copy, and one (1) reduced size 11 x 17 copy, and one (1) reduced size 8 1/2 x 11 copy of a preliminary plan meeting the requirements listed in this ordinance. This includes one (1) 24 x 36 copy of the phasing plan. Once all preliminary requirements have been met, one (1) full size copy and a digital copy shall be submitted to the Planning Division. This requirement shall be met prior to the submittal for final approval.
- All documents submitted in the subdivision application shall be accompanied by a PDF file of the respective document. All plans (including but not limited to subdivision plats, improvement drawings, architectural drawings, phasing plans, etc.), and subsequent submittals and revisions, shall be accompanied by a full scale set of PDF files of the respective plans.
- A written statement of feasibility from the County or State Health Department, which states the recommendation of the Health Department regarding sanitary sewage disposal, culinary water availability, and a Project Notification form from the Utah State Department of Environmental Quality Division of Drinking Water.
- A preliminary title report for each tax parcel included within the preliminary subdivision boundary shall be included with the preliminary plat application. The preliminary title report(s) shall be dated within 30 calendar days prior to the submittal of application and shall include a search of recorded documents back to patent identifying at a minimum:
  - a. All easements.
  - b. Reference (the entry number and or book and page number) to all deeds in chain of title.
  - c. All boundary line agreements.
  - d. All rights of way whether the parcel is subject to or has reserve rights.
  - e. All current owners.
  - f. All outstanding liens, taxes, etc.

A non-refundable fee made payable to Weber County (see *Fee Schedule*)



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**For Your Information**

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**Subdivision Time Limits.**

(A) Time Limitation for Preliminary Approval. Subdivision applications that have not received preliminary approval within 18 months from the date of submittal shall be void. Subdivisions that have received preliminary plan approval shall have eighteen (18) months from the date of the preliminary approval by the Planning Commission to receive a recommendation for final approval of the subdivision, or the first phase.

The Planning Director upon repayment of the subdivision application fees and the plan being brought into compliance with County ordinances, and State and Federal laws current at the time of the extension may grant an extension of preliminary approval for an additional time of up to eighteen (18) months. The extension request shall be submitted, and approved prior to the expiration of the original approval period. Only two time extensions for preliminary plan/plat extension will be granted. The Planning Director shall deny any requested time extension beyond the two that are based on financial, economic, or self-imposed hardship.

(B) Time Limitation for Final Approval. A final subdivision plat or a phase of a subdivision that receives a recommendation for final approval from the Planning Commission shall be offered to the County Commission for final approval and recording within one (1) year from the date of the Planning Commission's recommendation for final approval. After one (1) year from that date, the plat shall have no validity. Subdivisions with multiple phases must record a new phase within one year from the date of the previous phase being recorded until the subdivision is completed or the plat shall have no validity. The Planning Director may grant a onetime extension for final subdivision approval for a maximum of one (1) year. A multiple phase subdivision may receive only one time extension, not one time extension per phase. An additional time extension may be granted if the hardship is determined to be a county cause delay.

(C) Any subdivision that has received preliminary or final approval, including a subdivision with multiple phases in which all of the phases have received preliminary approval, but has become non-conforming in any manner due to changes in applicable ordinances shall be allowed to



**Weber**

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Fax: (801) 399-8862

retain the density which it was approved provided that the originally approved phasing plan is followed and the time limitations for preliminary and final approval are met.

***For your convenience and project coordination, we have listed contact information for the following agencies:***

**Weber County Engineering**, 2380 Washington Blvd., Suite 240, Ogden UT (801) 399-8374

**Weber County Treasurer** (*To verify taxes are paid*), 2380 Washington Blvd, 3<sup>rd</sup> Floor, Ogden UT (801) 399-8111

**Weber County Fire District**, 1871 N 1350 W, Ogden UT (801) 782-3580

**Weber County Recorder/Surveyor**, 2380 Washington Blvd., Ogden UT (801) 399-8020

**Weber-Morgan Health Department** – Environmental Health Division, 477 23<sup>rd</sup> Street, Ogden UT (801) 399-7160

- The county commission is the appeal board for the subdivision ordinance. The county commission may vary the standards in cases where unusual topographical or other exceptional conditions exist. The following are not considered exceptional conditions such as financial, economic, or self-imposed. The planning commission shall make a recommendation to the county commission prior to the consideration of any variances. Subdivision time extensions are not variances and are addressed in section 106-1-7, "Subdivision time limitations." Illegal division of land does not constitute an exceptional condition.

This application can be found at the following Planning Division web site:

[www.co.weber.ut.us/planning](http://www.co.weber.ut.us/planning) Copies of the applicable Weber County Land Use Codes and other helpful information are also available at this web site.

# Weber County Subdivision Application

All subdivisions submittals will be accepted by appointment only. (801) 399-8791. 2380 Washington Blvd. Suite 240, Ogden, UT 84401

Date Submitted / Completed	Fees (Office Use)	Receipt Number (Office Use)	File Number (Office Use)
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## Subdivision and Property Information

Subdivision Name <b>CHARLESWORTH ESTATES</b>		Number of Lots <b>1</b>
Approximate Address <b>4187 WEST 4000 NORTH</b>		Land Serial Number(s) <b>19-009-0061</b>
Current Zoning <b>A-1</b>	Total Acreage <b>1.03</b>	
Culinary Water Provider <b>BONA VISTA WATER</b>	Secondary Water Provider <b>PLAIN CITY IRRIGATION</b>	Wastewater Treatment <b>SEPTIC</b>

## Property Owner Contact Information

Name of Property Owner(s) <b>PAT CHARLESWORTH</b>		Mailing Address of Property Owner(s) <b>5355 W. 2150 N. OGDEN, UTAH 84404</b>
Phone <b>801-540-9947</b>	Fax	
Email Address <b>JEFFWHALES@live.com</b>		Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail

## Authorized Representative Contact Information

Name of Person Authorized to Represent the Property Owner(s) <b>JEFF W. HALES</b>		Mailing Address of Authorized Person <b>5355 W. 2150 N. OGDEN, UTAH 84404</b>
Phone <b>801-540-9947</b>	Fax	
Email Address <b>JEFFWHALES@live.com</b>		Preferred Method of Written Correspondence <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail

## Surveyor/Engineer Contact Information

Name or Company of Surveyor/Engineer <b>GARDNER ENGINEERING</b>		Mailing Address of Surveyor/Engineer <b>5150 SOUTH 375 EAST OGDEN, UTAH 84403</b>
Phone <b>801-476-0202</b>	Fax	
Email Address		Preferred Method of Written Correspondence <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail

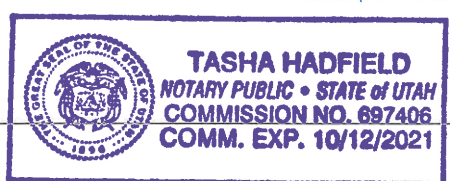
## Property Owner Affidavit

I (We), **PAT CHARLESWORTH**, depose and say that I (we) am (are) the owner(s) of the property identified in this application and that the statements herein contained, the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (we) acknowledge that during the subdivision review process, it may be determined that additional requirements, covenants and/or agreements may be required to be constructed or entered into.

**Pat Charlesworth** \_\_\_\_\_  
 (Property Owner)

\_\_\_\_\_ (Property Owner)

Subscribed and sworn to me this **31<sup>st</sup>** day of **October**, 20**18**.



**Tasha Hadfield**  
 (Notary)

# Authorized Representative Affidavit

I(We), PAT CHARLESWORTH, the owner(s) of the real property described in the attached application, do authorized as my (our) representative(s), JEFF WATKINS, to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the County considering this application and to act in all respects as our agent in matters pertaining to the attached application.

[Signature]

(Property Owner)

(Property Owner)

Dated this 31st day of October, 2018, personally appeared before me Pat Charlesworth, the signer(s) of the Representative Authorization Affidavit who duly acknowledged to me that they executed the same.



Tasha Hadfield

(Notary)





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



October 4, 2018

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

RE: Jodi Souza Subdivision, 1 Lot  
4203 W. 4000 N., Plain City  
Parcel #19-019-0061

Gentlemen:

The plans and supporting information on the above-referenced subdivision have been reviewed.

Culinary water will be provided by the Bona Vista District, an extension of an approved existing public water supply. **A letter from the water supplier is required.**

DESIGN REQUIREMENTS

Anticipated ground water tables not to exceed 12 inches, fall within the range of acceptability for the utilization of a Wisconsin Mound Treatment System is to be designed using a maximum loading rate of .3 gal/sq. ft. /day or a Packed Bed Media System is to be designed using a maximum loading rate of 0.60 gal/sq. ft. /day as required based on documented percolation rate of 30 mpi.

All subdivision plats submitted for review are to show the location of exploration pits and percolation tests. Key number or letter designation will be provided by this office along with logs of soil horizons and final percolation rates. Mylars submitted for signature without this information will be returned.

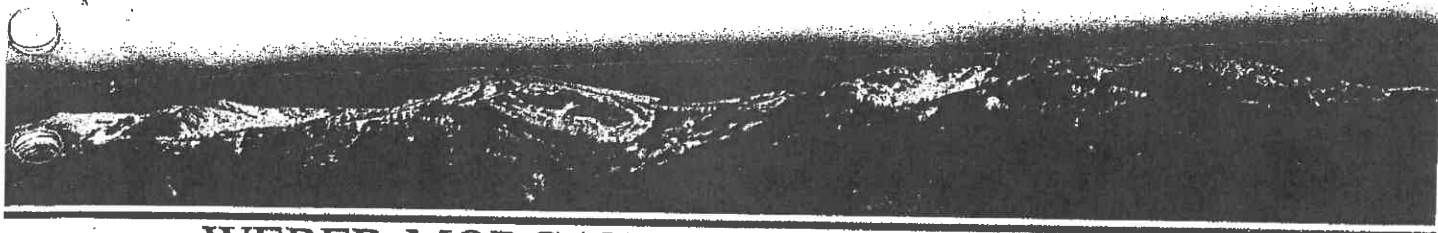
Each on-site individual wastewater disposal system must be installed in accordance with the Onsite Wastewater Systems R317-4, Utah Administrative Code, Individual Wastewater Disposal Systems and Weber-Morgan Health Department policies. Installation of Mound Systems is to be completed only by installers certified by this office. 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,

Craig Jorgensen LEHS  
Environmental Health Division

EDUCATE | ENGAGE | EMPOWER



## WEBER-MORGAN HEALTH DEPARTMENT

GARY M. HOUSE, M.P.H.  
Health Officer / Director

June 27, 2006

Division Directors  
KAY LARRISON, Administration  
CLAUDIA PRICE, Nursing  
JOE DECARIA, Environmental Health  
COLLEEN JENSON, WIC

Jodi Souza  
3194 N. 3900 W.  
Plain City, UT 84404

RE: Wastewater Site and Soils Evaluation #13139  
4103 W. 4000 N., Plain City  
Parcel #19-009-0061

Dear Mr. Souza:

An evaluation of the site and soils at the above-referenced address was completed by staff of this office on March 10, 2006. 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 #1

0-15"	sandy loam, granular structure
15-55"	loamy sand, single grain structure
Observed ground water table	8"

Re-Evaluated May 10, 2006

0-15"	sandy loam
15-55"	loamy sand
Observed ground water table	44"
Required percolation depth(s)	18"

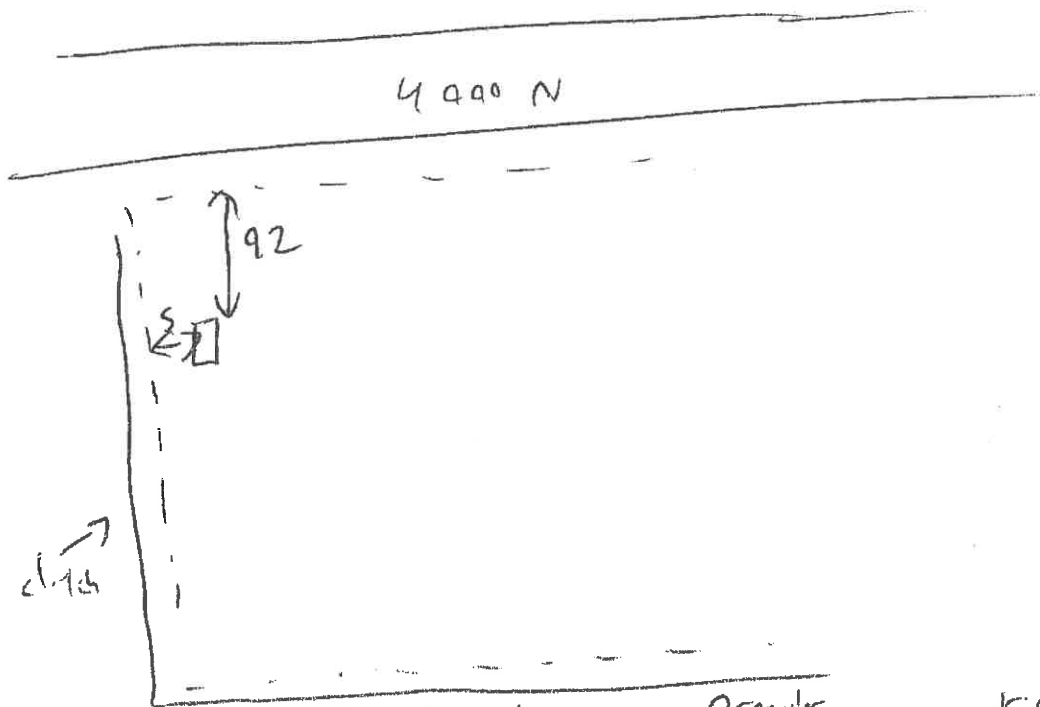
Exploration pits should be backfilled immediately upon completion of percolation testing to prevent a hazardous environment that may cause death or injury to people or animals.

Monitoring of the maximum ground water table is required in the location of the above listed exploration pits. 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.

log #13139

Jadi Sa-2a

4203 w 4000 N



- - ~~15~~ Sandy loam & gravel
- ⊙ - loamy sand, single grain
- 15 - SS

41° 20.151' N  
 112° 04.838' W

groundwater @ 8"

re-cut  
 on  
 S/10

○-15 sandy loam  
 15-SS loamy sand

gw @ 44"

no slope  
 ground frozen  
 into gravel

41° 20.151' N  
 112° 04.838' W

(2) W 1 meter

## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### NOTICE

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

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

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

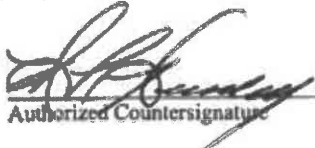
### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

Countersigned by:

Mountain View Title and Escrow  
5732 South 1475 East #100  
Ogden, UT 84403  
(801) 479-1191

  
Authorized Countersignature



  
Matt Morris  
President and CEO

  
Denise Carraux  
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No. 162357  
ALTA Commitment For Title Insurance 8-1-16 (4-2-18)  
Page 1 of 3



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I - Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No. 162357

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

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

**STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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AMERICAN  
LAND TITLE  
ASSOCIATION



# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## *Transaction Identification Data for reference only:*

Issuing Agent: Mountain View Title and Escrow  
Issuing Office: 5732 South 1475 East #100, Ogden, UT 84403  
ALTA® Universal ID: N/A  
Loan ID Number:  
Commitment Number: 162357  
Issuing Office File Number: 162357  
Property Address: 4203 West 4000 North, Plain City, UT 84404  
Revision Number:

1. **Commitment Date:** May 09, 2018 at 8:00 A.M.

2. **Policy to be issued:**

**Proposed Policy Amount**

(a) ALTA Owner's Policy          Standard

\$110,000.00

Premium: \$671.00

Proposed Insured:          Pat Charlesworth

(b) ALTA Loan Policy          Extended

Proposed Insured:          Lender

3. **The estate or interest in the Land described or referred to in this Commitment is:**

Fee Simple

4. **Title to the said estate or interest in the Land is at the Commitment Date hereof vested in:**

Jodi and Corey Slater

5. **The Land is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

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STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"  
LEGAL DESCRIPTION**

PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 658.00 FEET EAST OF THE NORTHWEST CORNER OF SAID QUARTER SECTION, RUNNING THENCE SOUTH 0°45'39" WEST 283.59 FEET; THENCE SOUTH 89°49'37" EAST 159.34 FEET; THENCE NORTH 284.08 FEET, MORE OR LESS, THENCE WEST 160 FEET TO BEGINNING.

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Requirements

File No.: 162357

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
6. Pay us the premiums, fees and charges for the policy.
7. Documents satisfactory to us creating the interest in the land/or the mortgage to be insured must be signed, delivered and recorded.
8. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
9. Payment to or for the account of the grantors or mortgagors or the full consideration for the estate or interest to be insured.
10. Proper instrument(s) creating the estate or interest to be insured executed and duly filed for record, to-wit:

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Exceptions

File No.: 162357

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Taxes for the year 2017 have been paid in the amount of \$570.22. Taxes for the year 2018 are accruing as a lien but are not yet due or payable.

SERIAL NUMBER: 19-009-0061

Lien arising as of 12 o'clock noon of January 1 for any unpaid personal property taxes which may be listed against the property described herein

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Exceptions

9. Said property is included within the following boundaries and is subject to any charges and assessments levied by them as a result of services provided.

GENERAL FUND, G O BOND FUND, LIBRARY, WEBER SCHOOL DISTRICT, STATEWIDE SCHOOL BASIC LEVY, MOSQUITO ABATEMENT DISTRICT, WEBER BASIN WATER – GENERAL, BONA VISTA WATER DISTRICT, PLAIN CITY CEMETERY DISTRICT, WEBER / MORGAN HEALTH, JUDGEMENT LEVY - W.C., PARAMEDIC FUND, WEBER FIRE DISTRICT, STATE ASSESS & COLLECT / MULTI CO, ASSESS & COLLECT / COUNTY, UNINCORP WEBER COUNTY, WEBER SCHOOL DIST JUDGMENT LEVY, WEBER AREA DISPATCH 911 AND EM. SERV. DIST.- (S-S), WEBER FIRE G.O. BOND - 2006 SERIES

10. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed

11. SUBJECTS TO RIGHTS OF OTHER IN THE IRRIGATION DITCH DESCRIBED AS BEING PART OF SUBJECT PARCEL'S NORTH LINE.

12. RESERVATION CONTAINED IN THAT CERTAIN PATENT FOR SUBJECT PROPERTY, WHEREBY MINERALS EXCLUDING COAL AND IRON RESERVED BY UNITED STATES OF AMERICA, IN PATENT

Recorded: December 29, 1886  
Book: / Page: R / 533

RESERVATION OF COAL AND IRON RESERVED BY C.P.R.R. AS FOUND IN RESERVATION IN PATENT

Recorded: June 30, 1892  
Book: / Page: 14 / 282

13. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.

14. RESOLUTION NO. 56-2000

Dated: December 27, 2000  
Purpose: RESOLUTION ANNEXING PROPERTY INTO THE BONA VISTA WATER IMPROVEMENT DISTRICT  
Recorded: December 27, 2000  
Entry Number: 1743874  
Book: / Page: 2107 / 2404

15. RESOLUTION NO. 27-2012

Dated: December 11, 2012  
Purpose: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY, UTAH, CONFIRMING THE TAX TO BE LEVIED FOR MUNICIPAL SERVICES PROVIDED TO THE UNINCORPORATED AREA OF WEBER COUNTY AND DESCRIBING THE SERVICES TO BE PROVIDED THEREIN.  
Recorded: December 13, 2012

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

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## Exceptions

Entry Number: 2610456

16. CERTIFICATE OF CREATION OF THE NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY

Dated: December 1, 2014

Recorded: January 20, 2015

Entry Number: 2718461

17. NOTE: NO EXISTING DEED OF TRUST APPEARS OF RECORD. IF THIS INFORMATION IS NOT CORRECT, PLEASE NOTIFY THE COMPANY AS SOON AS POSSIBLE TO PROVIDE INFORMATION REGARDING THE EXISTING LOAN.

18. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES AND NONE WERE FOUND TO BE OF RECORD:

PAT CHARLESWORTH  
JODY SLATER  
COREY SLATER

19. A 24 MONTH VESTING CHAIN OF TITLE HAS BEEN DONE AND THE FOLLOWING ITEMS WERE FOUND TO BE OF RECORD.

QUITCLAIM DEED DATED AUGUST 27, 2016 BY AND BETWEEN BAKE AND KATHY NEIL TO JODY AND COREY SLATER, RECORDED AS ENTRY NUMBER: 2811809.

20. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, IMPROVEMENT DISTRICTS, OR UTILITY COMPANIES THAT PROVIDED MUNICIPAL TYPE SERVICES FOR WATER, SEWER, ELECTRICITY OR OTHER SERVICES THAT DO NOT RESULT IN A LIEN, BUT FOR WHICH SERVICES MAY BE TERMINATED IN THE EVENT OF NON-PAYMENT OF SERVICE CHARGES TO DATE OR TRANSFER FEES. ALTHOUGH THE COMPANY ASSUMES NO LIABILITY THEREFORE, YOU ARE URGED TO MAKE INVESTIGATION INTO SUCH MATTERS.

21. NOTE: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION. YOU MAY REVIEW A COPY OF THE ARBITRATION RULES AT <http://www.alta.org>. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

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## STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

## STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

### WHAT DO/DOES THE Mountain View Title and Escrow DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Mountain View Title and Escrow, and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Mountain View Title and Escrow, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices	
<b>How often do/does Mountain View Title and Escrow notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do/does Mountain View Title and Escrow protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How do/does Mountain View Title and Escrow collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• request insurance-related services</li> <li>• provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

<b>Contact Us</b>	If you have any questions about this privacy notice, please contact us at: Mountain View Title and Escrow, 5732 South 1475 East, #100, Ogden, UT 84403
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