

**Recording Requested by:**

CLEARFIELD CITY  
COMMUNITY DEVELOPMENT  
55 SOUTH STATE ST  
CLEARFIELD, UT 84015

E 2585346 B 5213 P 517-550  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
2/17/2011 2:52:00 PM  
FEE \$122.00 Pgs: 34  
DEP eCASH REC'D FOR MOUNTAIN VIEW TITLE & ESCROW

**Tanner Heritage Estates Amended Development Agreement**

A Development Agreement pertaining to the following lots in the Tanner Heritage Estates  
Subdivision:

| Parcel ID Number:             | Legal Description:                                 |
|-------------------------------|--|
| 12-718-0001                   | ALL OF LOT 1, TANNER HERITAGE ESTATES              |
| 12-718-0002                   | ALL OF LOT 2, TANNER HERITAGE ESTATES              |
| 12-718-0004 TO<br>12-718-0022 | ALL OF LOTS 4 THROUGH 22, TANNER HERITAGE ESTATES  |
| 12-718-0024                   | ALL OF LOT 24, TANNER HERITAGE ESTATES             |
| 12-718-0026                   | ALL OF LOT 26, TANNER HERITAGE ESTATES             |
| 12-718-0031                   | ALL OF LOT 31, TANNER HERITAGE ESTATES             |
| 12-718-0032                   | ALL OF LOT 32, TANNER HERITAGE ESTATES             |
| 12-718-0035 TO<br>12-718-0055 | ALL OF LOTS 35 THROUGH 55, TANNER HERITAGE ESTATES |
| 12-718-0058                   | ALL OF LOT 58, TANNER HERITAGE PARK                |

**COURTESY RECORDING**  
THIS DOCUMENT IS BEING RECORDED SOLELY  
AS A COURTESY AND AN ACCOMMODATION TO  
THE PARTIES NAMED THEREIN. MT VIEW TITLE  
CO. HEREBY EXPRESSLY DISCLAIMS ANY  
RESPONSIBILITY OR LIABILITY FOR THE  
ACCURACY OR THE CONTENT THEREOF.

**FIRST ADDENDUM TO DEVELOPMENT AGREEMENT**  
*for the*  
**TANNER HERITAGE ESTATES SUBDIVISION**

This First Addendum to Development Agreement is entered into this <sup>8<sup>th</sup></sup> day of ~~February~~, 2011 (the "Effective Date"), by Clearfield City Corporation (the "City"), a Utah Municipal Corporation, and Mike Schultz and Tanner Heritage LLC, ("Developer"), each of which may hereafter be referred to collectively as the "Parties" and individually as a "Party".

**RECITALS**

WHEREAS, the City and Developer previously entered into a Development Agreement dated February 23, 2010 (the "Development Agreement") to govern the terms and conditions of the relationship between the Parties concerning Developer's project known as the Tanner Heritage Estates Subdivision (the "Project") and to establish design standards for said Project; and

WHEREAS, the Parties currently seek to clarify, modify, and/or add to the terms and conditions of the Development Agreement for the remaining phases of the Project; and

WHEREAS, the Parties desire to enter into this Addendum to the Development Agreement and do so willingly and voluntarily;

NOW THEREFORE, in consideration of the mutual covenants, conditions and consideration as more fully set forth below, the Parties hereby agree as follows:

**AGREEMENT**

1. SCOPE. This Addendum shall be interpreted in conjunction with the Development Agreement previously executed by the Parties which is attached hereto as Exhibit "A". However, to the extent that this Addendum conflicts with the Development Agreement, then this Addendum shall be controlling.

2. FRONT YARD SETBACKS. By way of this Addendum, Paragraph 1, Section d. 1) is hereby amended to read follows:

Front yards – each lot shall have a minimum front yard setback of twenty-three feet (23') to the garage.

Side yard and rear yard setbacks shall remain as set forth in the Development Agreement.

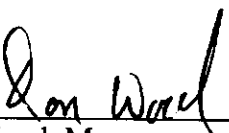
3. REIMBURSEMENT FOR PUBLIC IMPROVEMENTS. By way of this Addendum, Paragraph 1, Section j. is amended as follows:

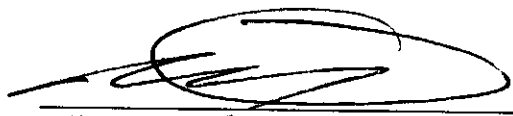
Instead of \$94,649.36 being due from Developer to the City prior to the issuance of the twelfth (12<sup>th</sup>) building permit (for reimbursement to the City for the Jacobsen Park improvements), \$47,324.68 shall be due from the Developer to the City prior to the issuance of the twelfth (12<sup>th</sup>) building permit, and the final payment for the remaining balance on the reimbursement for the Jacobsen Park improvements of \$47,324.68 shall be due from the Developer to the City prior to issuance of the sixteenth (16<sup>th</sup>) building permit. Furthermore, notwithstanding the foregoing and irrespective of the number of building permits issued, Developer shall have reimbursed the City for the full amount (\$189,298.73) of the Jacobsen Park improvements no later than February 1, 2012.

THIS ADDENDUM BEING EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE.


CLEARFIELD CITY CORPORATION

MIKE SCHULTZ and  
TANNER HERITAGE LLC

  
\_\_\_\_\_  
Don Wood, Mayor

  
\_\_\_\_\_  
Mike Schultz

ATTEST:

  
\_\_\_\_\_  
Nancy R. Dean  
City Recorder




APPROVED AS TO FORM:

  
\_\_\_\_\_  
Brian Brown  
City Attorney's Office

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Community Development Dept.

APPROVED AS TO CONTENT:

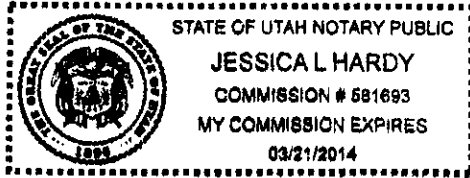
  
\_\_\_\_\_  
City Engineer

**CORPORATE ACKNOWLEDGMENT**

STATE OF Utah )

COUNTY OF Davis )

On the 14<sup>th</sup> day of February, 2011 personally appeared before me, Mr. Mike Schultz, as signer of the foregoing document, who duly acknowledged to me that he has corporate authority on behalf of TANNER HERITAGE LLC to execute the same.



Jessica L. Hardy  
NOTARY PUBLIC  
Residing: Davis Co, Utah

**EXHIBIT "A"**                      BK 5213 PG 521  
**DEVELOPMENT AGREEMENT**  
*for*  
**TANNER HERITAGE ESTATES**

THIS AGREEMENT is made this 23<sup>rd</sup> day of February 2010, by and between Clearfield City, a Utah municipal corporation ("City"), and Mike Schultz and Tanner Heritage LLC ("Developer").

**RECITALS**

A. Developer intends to develop certain real property situated in Clearfield City, Davis County, Utah, more particularly described as lots 1 through 24, 26 through 32, 35 through 56, 58 and 59, and Parcel "A" in the approved Tanner Heritage Estates Subdivision Final Plat (hereby incorporated into and attached to this Amended Agreement as Exhibit "A") and the Improvement Drawings (hereby incorporated into and attached to this Amended Agreement as Exhibit "B"), and hereafter referred to as the "Property."

B. Developer owns or has a contractual right to purchase the Property.

C. The City has approved the Subdivision Plat submitted by the Developer for the development of the Property.

D. Developer and City are entering into this Development Agreement ("Agreement") as part of the approval process.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and the terms and conditions herein stated and for other valuable consideration, the adequacy of which is acknowledged by the parties hereto, it is agreed as follows:

**1. Developer's Undertakings:**

a. Developer hereby agrees to construct and to install all remaining improvements described in Exhibits "A" and "B" (the approved Plat and Improvement drawings), and set forth in the inspection letter by the City Engineer dated March 12, 2010 (hereby incorporated into and attached to this Amended Agreement as Exhibit "C"). Developer agrees to pay for such improvements. In the event that Developer does not complete such improvements according to the specific plans set forth in Exhibits "A," "B," and "C" the City shall have the right to cause such work to be done as is necessary to reasonably complete the installation of the improvements and Developer shall be liable for the cost of such additional work.

b. All housing units within the development of the Property shall be single-family dwellings with a two-car garage.

c. Each unit in the subdivision shall be built with a basement. Rambler-style homes shall have at least one thousand two hundred (1,200) square feet of finished floor space above grade. All other styles shall have at least one thousand five hundred (1,500) square feet of finished floor space above grade.

d. Each main building on the Property shall have the following setbacks:

- 1) Front yards - each odd numbered lot not in cul-de-sacs shall be twenty three feet (23') to the garage, and each even numbered lot not in cul-de-sacs shall be twenty five feet (25') to the garage. All cul-de-sac lots shall be a minimum of twenty three feet (23') to the garage.
- 2) Side yards shall be a minimum of nine feet (9') on the garage side and six feet (6') on the other side. Corner side yards shall be a minimum of fifteen feet (15').
- 3) Rear yards shall be a minimum of twenty five feet (25').

e. Each unit shall have vinyl siding on units where siding is used, and front elevations shall have at least thirty percent (30%) of brick or rock with the remainder as stucco. Vinyl siding shall not be permitted on front or side corner elevations. All other side and rear exterior finishes may be brick, stucco, rock, vinyl siding, or combinations thereof.

f. All housing units within the development of the property shall be constructed with thirty (30) year architectural or superior grade shingles.

g. The Developer shall construct residential units on the Property in substantial conformance with the plans and elevations presented to the City during the approval process which elevations shall be kept on file in the records of Clearfield City its assigns, may modify the plans and elevations for residential units on the Property provided that such modifications satisfy the requirements of paragraphs 1(b), 1(c) and 1(e) of this Agreement and further provided that such modifications of the plans and elevations shall be presented to and approved by the Planning Commission and the City Council.

h. No trail or walkway shall be required on Parcel A. The City agrees to transfer ownership of Parcel A on the Plat to the Developer, and the Developer agrees to accept ownership of said parcel. It shall be the Developer's responsibility to transfer it to the buyer of Lot 1 and to disclose such action to the buyer. The buyer of Lot 1 shall be responsible for the maintenance of Parcel A.

i. The Developer shall install a six foot (6') tall vinyl fence around the perimeter of the Property except along Parcel 'B', which is the property known as Jacobsen Park.

j. The City has incurred the following costs associated with the completion of the park improvements for Jacobsen Park and engineering inspections:

- 1) One hundred eighty three thousand four hundred forty six dollars and ninety eight cents (\$183,446.98) for construction of Jacobsen Park.
- 2) One thousand two hundred forty three dollars and seventy cents (\$1,243.70) for engineering inspections.
- 3) Three thousand one hundred twenty nine dollars and sixty five cents (\$3,129.65) for engineering inspections.
- 4) One hundred forty six dollars and seventy cents (\$146.70) for engineering inspections.
- 5) One thousand three hundred thirty one dollars and seventy cents (\$1,331.70) for engineering inspections.

The Developer shall reimburse the City for the full amount of these costs (\$189,298.73) as follows: Developer shall pay fifty percent (50%) or \$94,649.37 to the City prior to the issuance of the eighth (8<sup>th</sup>) building permit. The remaining fifty percent (50%) or \$94,649.36 shall be paid by the Developer to the City prior to the issuance of the twelfth (12<sup>th</sup>) building permit. Notwithstanding the foregoing provisions, the Developer shall reimburse the City for the full amount of these costs no later than one (1) year after the execution of this Agreement.

k. Existing subdivision improvements found to be in good repair and of satisfactory condition by the City Engineer shall be accepted by the City without any additional warranty or deposit of escrow by the Developer. All improvements identified by the City Engineer in Exhibit C shall be escrowed by the developer in the amount of 110% of the value of the improvements, which value shall be determined by the City Engineer. The Developer shall warranty such improvements for a period of one (1) year from the date of initial acceptance by the City Engineer through the intermediate inspection.

## **2. City's Undertakings:**

The City agrees to allow the development of the Property pursuant to applicable law and in conformance with the Developer's Undertakings set forth above, and shall issue building permits for construction of residential units on the remaining fifty five (55) lots on the Property.

## **3. General Terms and Conditions**

a. Integration Clause. This document and those incorporated by reference constitute the entire agreement between the Parties and may not be amended except in writing signed by the Parties.

b. Exhibits Incorporated. Each exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

c. Attorneys Fees. In the event of any action or suit by a party against the other party for any reason of any breach of any of the covenants, conditions, agreements, provisions on the part of the other party arising out of this Agreement, the prevailing party in such action or suit shall be entitled to have and recover from the other party all costs and expenses incurred therein, including reasonable attorney's fees.

d. Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the state of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in courts of the State of Utah.

e. Remedies for Breach. In addition to any other remedies allowed under law or equity, the parties shall specifically be entitled to specific performance of the terms and conditions under this Agreement.

f. Successors and Assigns of the Parties. This Agreement shall be binding upon the parties and their successors and assigns, and where the term "Developer", "Party" or "Parties" is used in this Agreement it shall mean and include the successors and assigns of Developer. In addition, Developer may assign the rights to development of the Property to a third party pursuant to the terms of this Agreement, provided that such third party agrees to be bound by the terms of this Agreement.

g. Headings. The paragraph headings of this Agreement are for the purposes of performance only and shall not limit or define the provisions of this Agreement or any of said provisions.

h. Severability or Partial Validity. If any term, covenant, paragraph, or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each such remaining term, covenant, or condition of this Agreement shall be valid and enforceable to the full extent permitted by law.

i. Warranty of Authority. Each party signing or executing this Agreement warrants that they have full authority to sign this Agreement and by signing said Agreement do bind the parties thereto.

j. Warranty Inspections. The Developer agrees to reimburse the City or pay directly to the City's engineer any cost associated with the intermediate and final warranty inspections that are required before the City accepts the subdivision improvements.



IN WITNESS WHEREOF, the Developer and Clearfield City have executed this Agreement effective as of the date first above written.

CLEARFIELD CITY CORPORATION

DEVELOPER

Donald W. Wood 4-1-2010  
Donald W. Wood, Mayor

[Signature] 3/31/10  
Mike Schultz, Tanner Heritage LLC

ATTEST:

Nancy R. Dean  
Nancy R. Dean, City Recorder

APPROVED AS TO CONTENT:

[Signature]  
Community Development Director

APPROVED AS TO FORM:

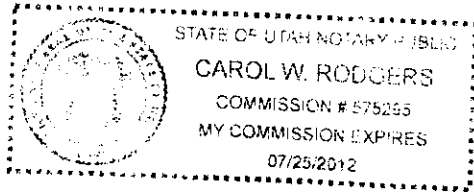
[Signature]  
City Attorney's Office



CORPORATE ACKNOWLEDGMENT

STATE OF UTAH            )  
                                      §  
COUNTY OF DAVIS        )

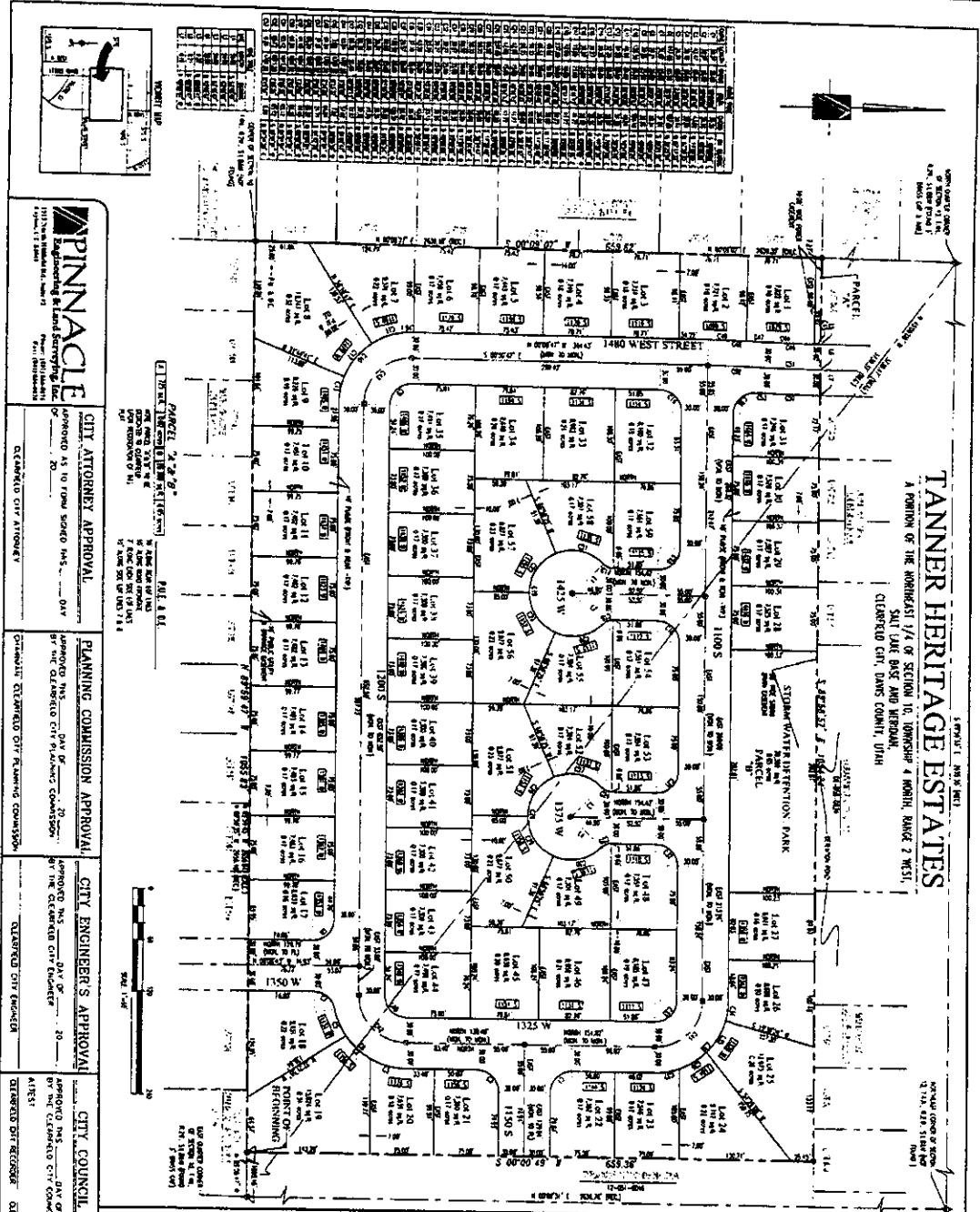
On the 31 day of March, 2010 personally appeared before me, Mr. Mike Schultz, as signer of the foregoing document, who duly acknowledged to me that he has corporate authority on behalf of Tanner Heritage LLC to execute the same.



Carol W. Rodgers  
NOTARY PUBLIC  
Residing: Davis County

**EXHIBIT "A"**

**TANNER HERITAGE ESTATES**  
 A PORTION OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 2 WEST,  
 SALT LAKE BASIN AND MERRIAM,  
 CLEVELAND CITY, DAVIS COUNTY, UTAH



**PINNACLE**  
 Surveyors & Planners  
 1111 South Main Street, Suite 210  
 Salt Lake City, Utah 84143  
 Phone: (801) 466-1111

**CITY ATTORNEY APPROVAL**  
 APPROVED AS TO FORM SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ BY \_\_\_\_\_

**PLANNING COMMISSION APPROVAL**  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ BY THE CLEVELAND CITY PLANNING COMMISSION

**CITY ENGINEER'S APPROVAL**  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ BY THE CLEVELAND CITY ENGINEER

**CITY COUNCIL APPROVAL**  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ BY THE CLEVELAND CITY COUNCIL

**DAVIS COUNTY RECORDS**  
 ENTRY NO. \_\_\_\_\_ FILE NO. \_\_\_\_\_  
 PAYD FOR RECORD AND RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ AT \_\_\_\_\_  
 RECORDING FEE: \$\_\_\_\_\_  
 BY \_\_\_\_\_ COUNTY CLERK

**SURVEYOR'S CERTIFICATE**

I, STEPHEN J. FACCHINI, do hereby certify that I am a licensed Surveyor and that I had carefully re-examined the plat and find the same to be correct and true. I do hereby certify that the same was prepared by me or under my supervision and that I am a duly licensed Surveyor of the State of Utah. I do hereby certify that the same was prepared by me or under my supervision and that I am a duly licensed Surveyor of the State of Utah. I do hereby certify that the same was prepared by me or under my supervision and that I am a duly licensed Surveyor of the State of Utah. I do hereby certify that the same was prepared by me or under my supervision and that I am a duly licensed Surveyor of the State of Utah.

**BOUNDARY DESCRIPTION**

THESE LOTS ARE BOUND BY THE WESTERN CORNER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASIN AND MERRIAM, CLEVELAND CITY, DAVIS COUNTY, UTAH. THE BOUNDARY DESCRIPTION IS AS FOLLOWS: ...

**OWNER'S DEDICATION**

I, JAMES HERITAGE ESTATES, do hereby dedicate to the public the easement of ingress and egress over the lands shown on this plat for the purpose of providing access to the public for the use and enjoyment of the same. The dedication is for the use and enjoyment of the public and is not subject to any conditions or restrictions. The dedication is for the use and enjoyment of the public and is not subject to any conditions or restrictions. The dedication is for the use and enjoyment of the public and is not subject to any conditions or restrictions. The dedication is for the use and enjoyment of the public and is not subject to any conditions or restrictions.

**ACKNOWLEDGMENT**

I, JAMES HERITAGE ESTATES, do hereby acknowledge the dedication of the easement of ingress and egress over the lands shown on this plat for the purpose of providing access to the public for the use and enjoyment of the same. The dedication is for the use and enjoyment of the public and is not subject to any conditions or restrictions. The dedication is for the use and enjoyment of the public and is not subject to any conditions or restrictions. The dedication is for the use and enjoyment of the public and is not subject to any conditions or restrictions. The dedication is for the use and enjoyment of the public and is not subject to any conditions or restrictions.

**TANNER HERITAGE ESTATES**  
 A PORTION OF THE NORTHWEST 1/4 OF SECTION 10,  
 TOWNSHIP 4 NORTH AND MERRIAM,  
 CLEVELAND CITY, DAVIS COUNTY, UTAH

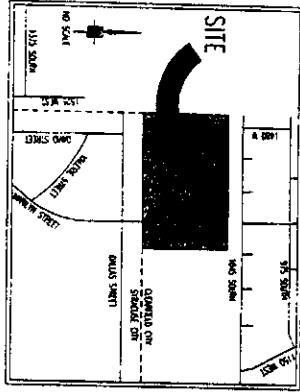
**DAVIS COUNTY RECORDS**  
 ENTRY NO. \_\_\_\_\_ FILE NO. \_\_\_\_\_  
 PAYD FOR RECORD AND RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ AT \_\_\_\_\_  
 RECORDING FEE: \$\_\_\_\_\_  
 BY \_\_\_\_\_ COUNTY CLERK

**EXHIBIT "B"**

# TANNER HERITAGE ESTATES

APPROXIMATELY 1175 SOUTH 1525 WEST  
CLEARFIELD, UTAH

## VICINITY MAP



## GENERAL NOTES

- 1) ALL WORK SHALL CONFORM WITH CLEARFIELD CITY STANDARDS & SPECIFICATIONS.
- 2) ALL WORK WITHIN UDOT RIGHT-OF-WAY SHALL CONFORM TO UDOT STANDARDS AND SPECIFICATIONS.
- 3) CALL BLUESTAKES 48 HOURS PRIOR TO DIGGING.
- 4) BENCHMARK IS E 1/4 CORNER, SECTION 10, T2N., R.2W., S.L.B&M, DAVIS COUNTY BRASS CAP MONUMENT. TOP OF BRASS CAP ELEVATION = 4349.73
- 5) ALL CONSTRUCTION SHALL COMPLY WITH THE CLEARFIELD CITY STANDARD PLANS.
- 6) CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL EXISTING MANHOLES AND OTHER UTILITIES BEFORE BUILDING OR STAKING ANY UTILITY LINES.
- 7) ALL TRENCHES MUST BE BACKFILLED WITH APPROVED MATERIAL AND MEET REQUIRED COMPACTION.
- 8) ALL STORM DRAIN AND SEWER MANHOLES SHALL BE CONSTRUCTED WITH AN ABRON AND TROUGH PER CITY STANDARDS.

## DEVELOPER

**US Development**  
1513 N Hillfield Road Suite 2  
LAYTON, UTAH 84041  
(801) 544-3443

## ENGINEER / SURVEYOR

**PINNACLE**  
Engineering & Land Surveying, Inc.  
Layton • West Bountiful • Mount Pleasant  
1513 North Hillfield Rd., Suite #2  
Layton, UT 84041  
Phone: (801) 866-0676  
Fax: (801) 866-0678

## DRAWING INDEX

- 1 COVER
- 2 FINAL PLAN
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- 5 1200 SOUTH PLAN & PROFILE STA 0+00 TO 4+00/00
- 6 1200 SOUTH PLAN & PROFILE STA 4+00 TO 8+35
- 7 1325 WEST PLAN & PROFILE STA 0+00 TO 4+00
- 8 1150 SOUTH AND 1350 WEST PLAN AND PROFILES
- 9 1180 SOUTH PLAN & PROFILE STA. 0+50 TO 4+00
- 10 1180 SOUTH PLAN & PROFILE STA. 4+00 TO 8+00
- 11 1425 WEST PLAN & PROFILE STA. 0+50 TO 2+00
- 12 1375 WEST PLAN & PROFILE STA. 0+50 TO 2+00
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- 14 NOTES
- 15 STORM WATER POLLUTION PREVENTION PLAN
- 16 STORM WATER POLLUTION PREVENTION NOTES
- 17 STORM WATER POLLUTION PREVENTION NOTES

## UTILITY DISCLAIMER

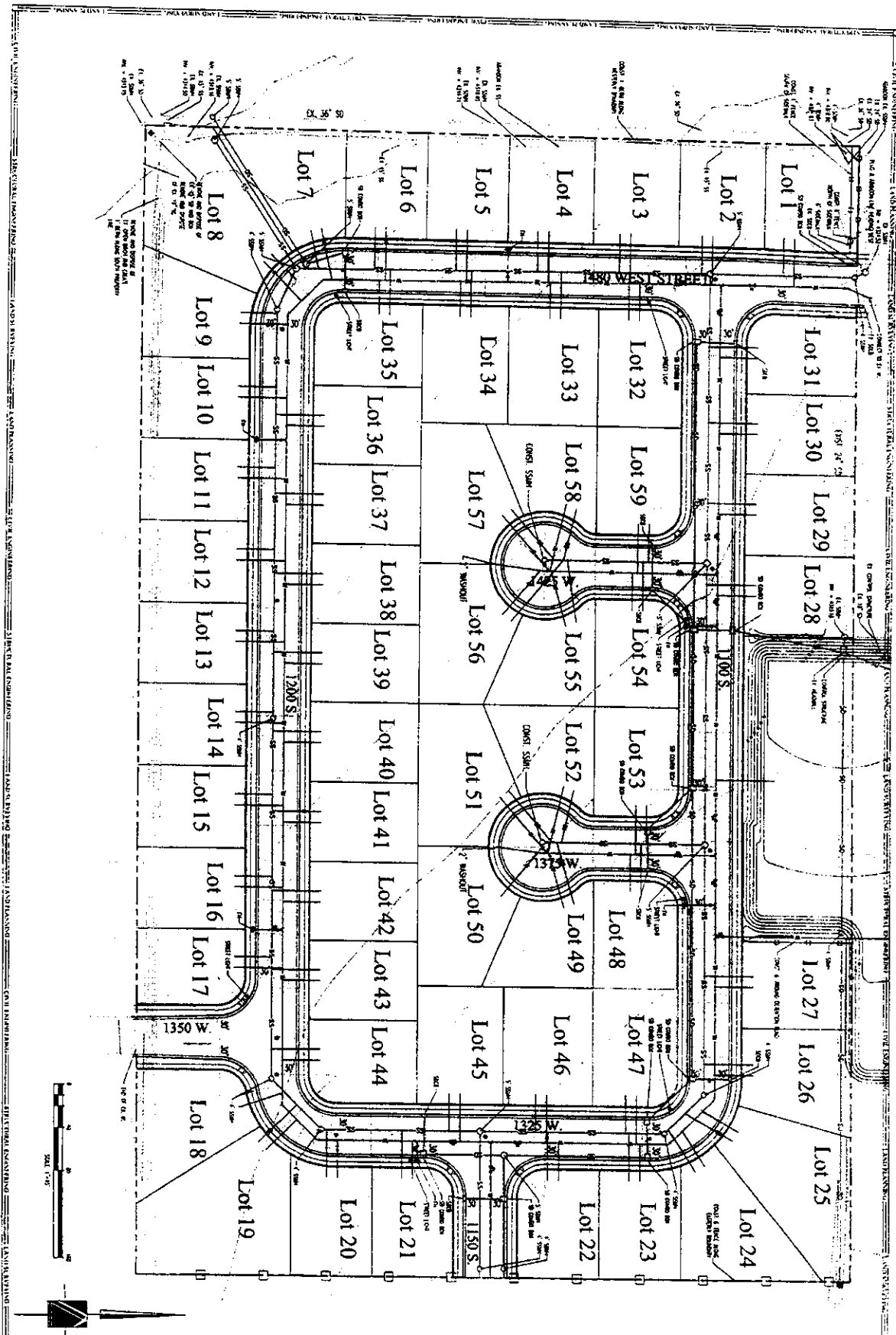
THE INFORMATION IS SPECIFICALLY CAPTIONED THAT THE LOCATION, AND OR DEVIATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, FIELD SURVEY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.

## NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUB CONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CLEARFIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CLEARFIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CLEARFIELD.

## TRAFFIC CONTROL & SAFETY NOTES

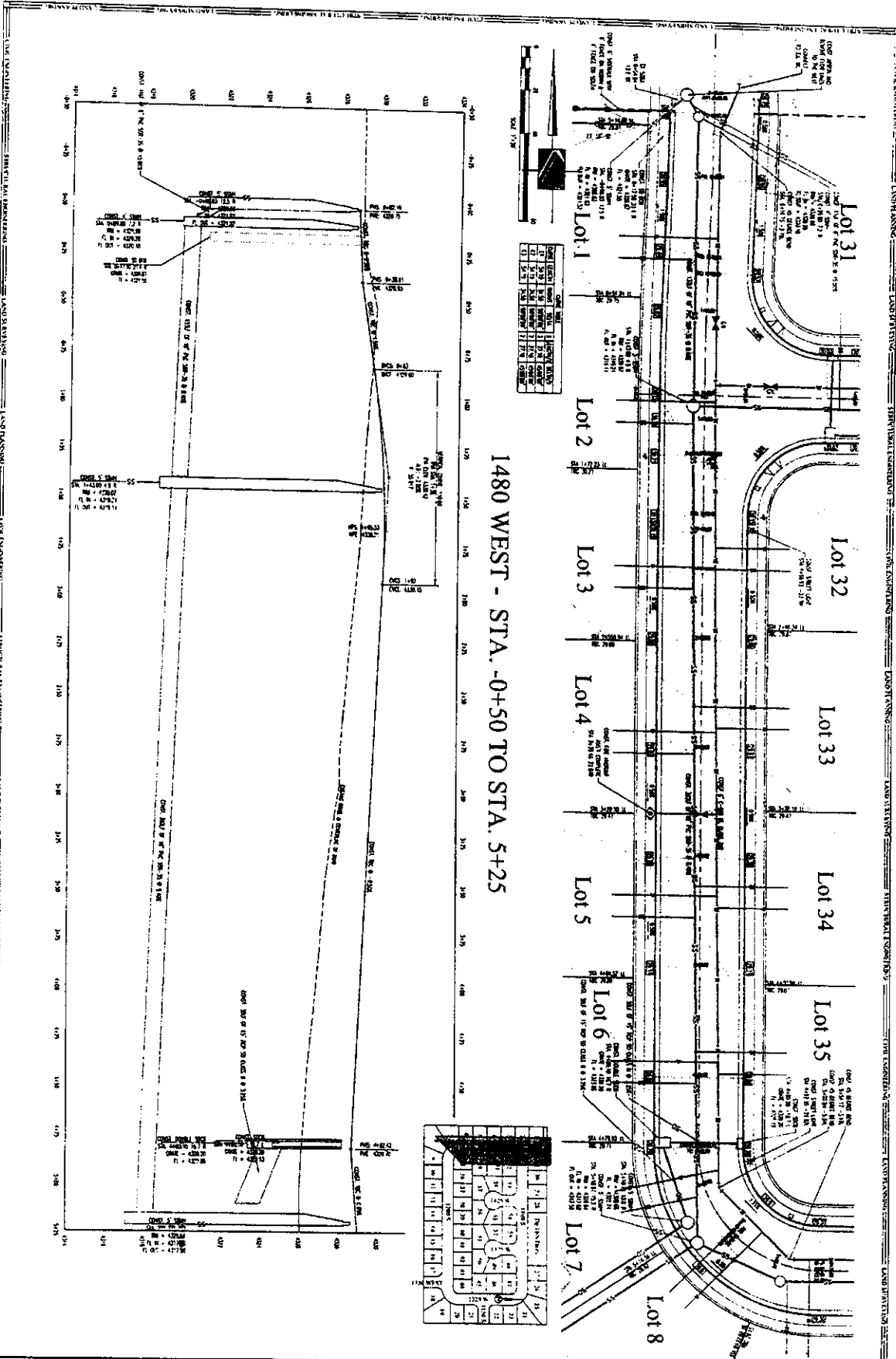
1. ALL WORK SHALL BE PERFORMED WITHIN THE RIGHT-OF-WAY OF THE CITY OF CLEARFIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CLEARFIELD.
2. ALL STREET SHALL BE CLOSED TO TRAFFIC WITHIN THE RIGHT-OF-WAY OF THE CITY OF CLEARFIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CLEARFIELD.
3. ALL TRAFFIC CONTROL DEVICES (TRUCKS) SHALL REMAIN VISIBLE AND OPERATIONAL AT ALL TIMES.



| NO. | DATE     | REVISION | BY | DATE |
|-----|----------|----------|----|------|
| 1   | 11/20/06 |          |    |      |
| 2   | 1/20/07  |          |    |      |
| 3   | 2/20/07  |          |    |      |
| 4   | 2/20/07  |          |    |      |
| 5   | 2/20/07  |          |    |      |
| 6   | 2/20/07  |          |    |      |
| 7   | 2/20/07  |          |    |      |
| 8   | 2/20/07  |          |    |      |
| 9   | 2/20/07  |          |    |      |
| 10  | 2/20/07  |          |    |      |
| 11  | 2/20/07  |          |    |      |
| 12  | 2/20/07  |          |    |      |
| 13  | 2/20/07  |          |    |      |
| 14  | 2/20/07  |          |    |      |
| 15  | 2/20/07  |          |    |      |
| 16  | 2/20/07  |          |    |      |
| 17  | 2/20/07  |          |    |      |

**TANNER HERITAGE ESTATES**  
 SITE PLAN  
 US DEVELOPMENT  
 APPROXIMATELY 1175 SOUTH 1525 WEST  
 CLEARFIELD, UTAH  
 JOB# 06-167

**PINNACLE**  
 Engineering & Land Surveying, Inc.  
 Layton • West Bountiful • Moab/Piute  
 1515 North Hillside Rd., Suite #2  
 Layton, UT 84041  
 Phone: (801) 866-0676  
 Fax: (801) 866-0678



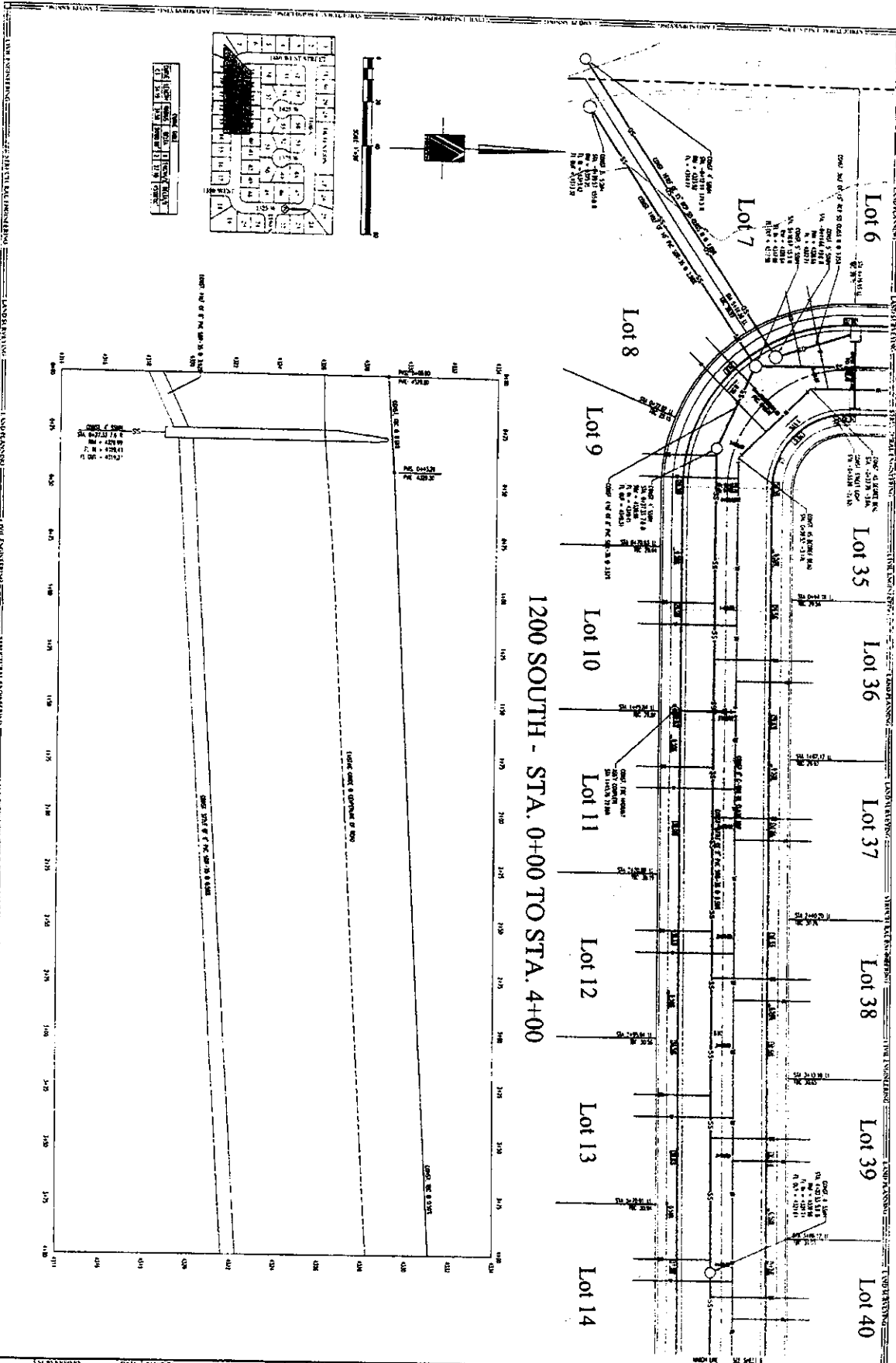
1480 WEST - STA. -0+50 TO STA. 5+25

| NO. | DATE    | BY          | DESCRIPTION |
|-----|---------|-------------|-------------|
| 1   | 1/27/96 | DALE LAYTON | DATE        |
| 2   | 3/20/97 | EP          | REVISION    |
| 3   | 3/20/97 | JHANNAN     | DATE        |
| 4   | 3/20/97 | DALE        | REVISION    |
| 5   | 3/20/97 | DALE        | REVISION    |

**TANNER HERITAGE ESTATES**  
 1480 WEST PLAN & PROFILE STA. -0+50 TO STA. 5+25  
 US DEVELOPMENT  
 APPROXIMATELY 1175 SOUTH 1525 WEST  
 CLEARFIELD, UTAH  
 JOB# 06-167

**PINNACLE**  
 Engineering & Land Surveying, Inc.  
 Layton • West Benning • Home Office  
 1543 North Hillside Rd., Suite #2  
 Layton, UT 84041  
 Phone: (801) 866-6676  
 Fax: (801) 866-0676

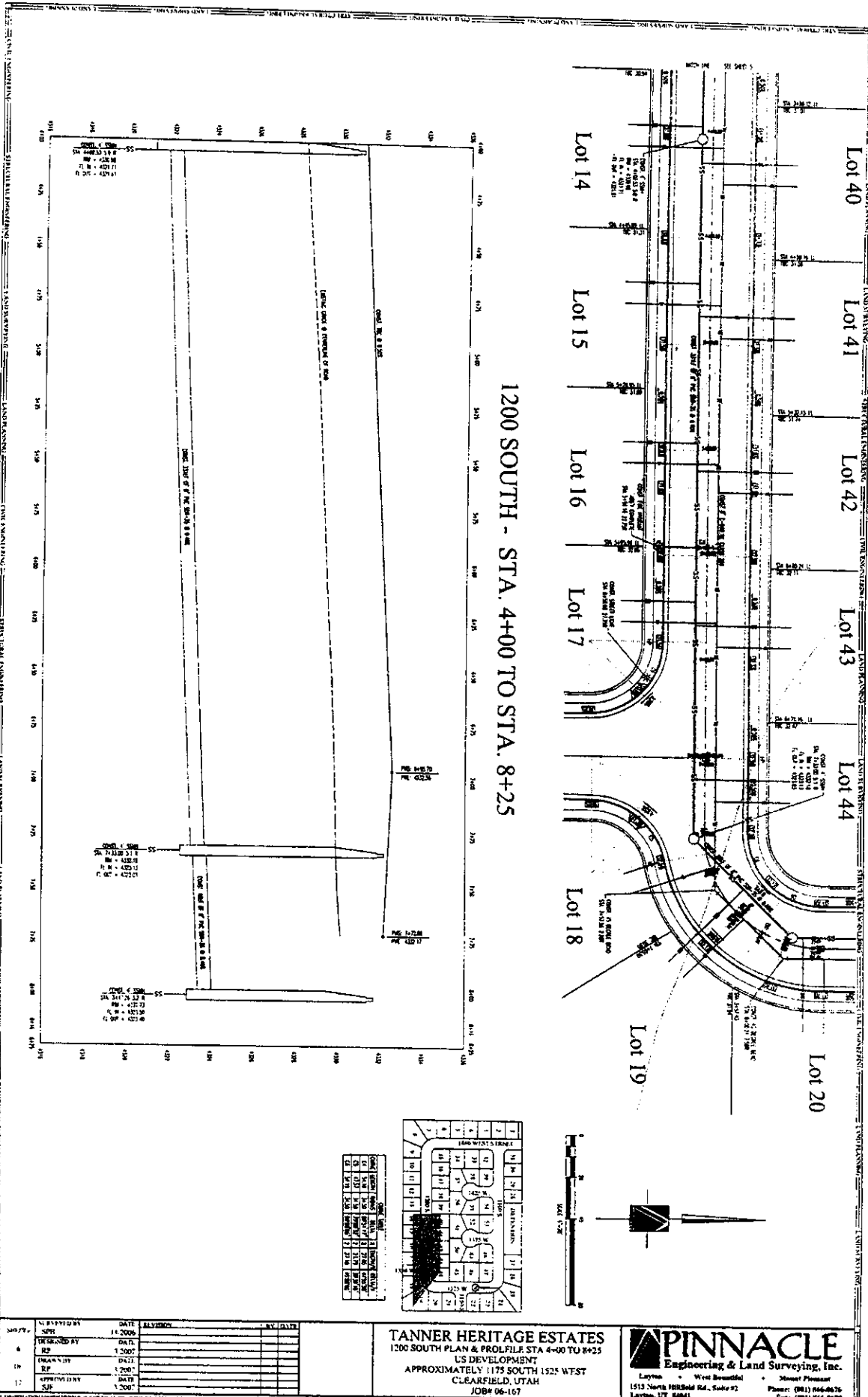




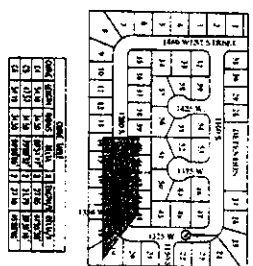
| NO. | REVISION          | DATE     | BY | DATE |
|-----|-------------------|----------|----|------|
| 1   | ISSUED FOR PERMIT | 11/20/07 |    |      |
| 2   | REVISION          |          |    |      |
| 3   | REVISION          |          |    |      |
| 4   | REVISION          |          |    |      |
| 5   | REVISION          |          |    |      |
| 6   | REVISION          |          |    |      |
| 7   | REVISION          |          |    |      |
| 8   | REVISION          |          |    |      |
| 9   | REVISION          |          |    |      |
| 10  | REVISION          |          |    |      |
| 11  | REVISION          |          |    |      |
| 12  | REVISION          |          |    |      |
| 13  | REVISION          |          |    |      |
| 14  | REVISION          |          |    |      |
| 15  | REVISION          |          |    |      |
| 16  | REVISION          |          |    |      |
| 17  | REVISION          |          |    |      |

**TANNER HERITAGE ESTATES**  
 1200 SOUTH PLAN & PROFILE STA 0+00 TO 4+00  
 US DEVELOPMENT  
 APPROXIMATELY 1175 SOUTH 1525 WEST  
 CLEARFIELD, UTAH  
 JOB# 06-167

**PINNACLE**  
 Engineering & Land Surveying, Inc.  
 Layton • West Bountiful • Monticello  
 1511 North Hillfield Rd., Suite 92 Layton, UT 84041  
 Phone: (801) 866-0676 Fax: (801) 866-0878



1200 SOUTH - STA. 4+00 TO STA. 8+25

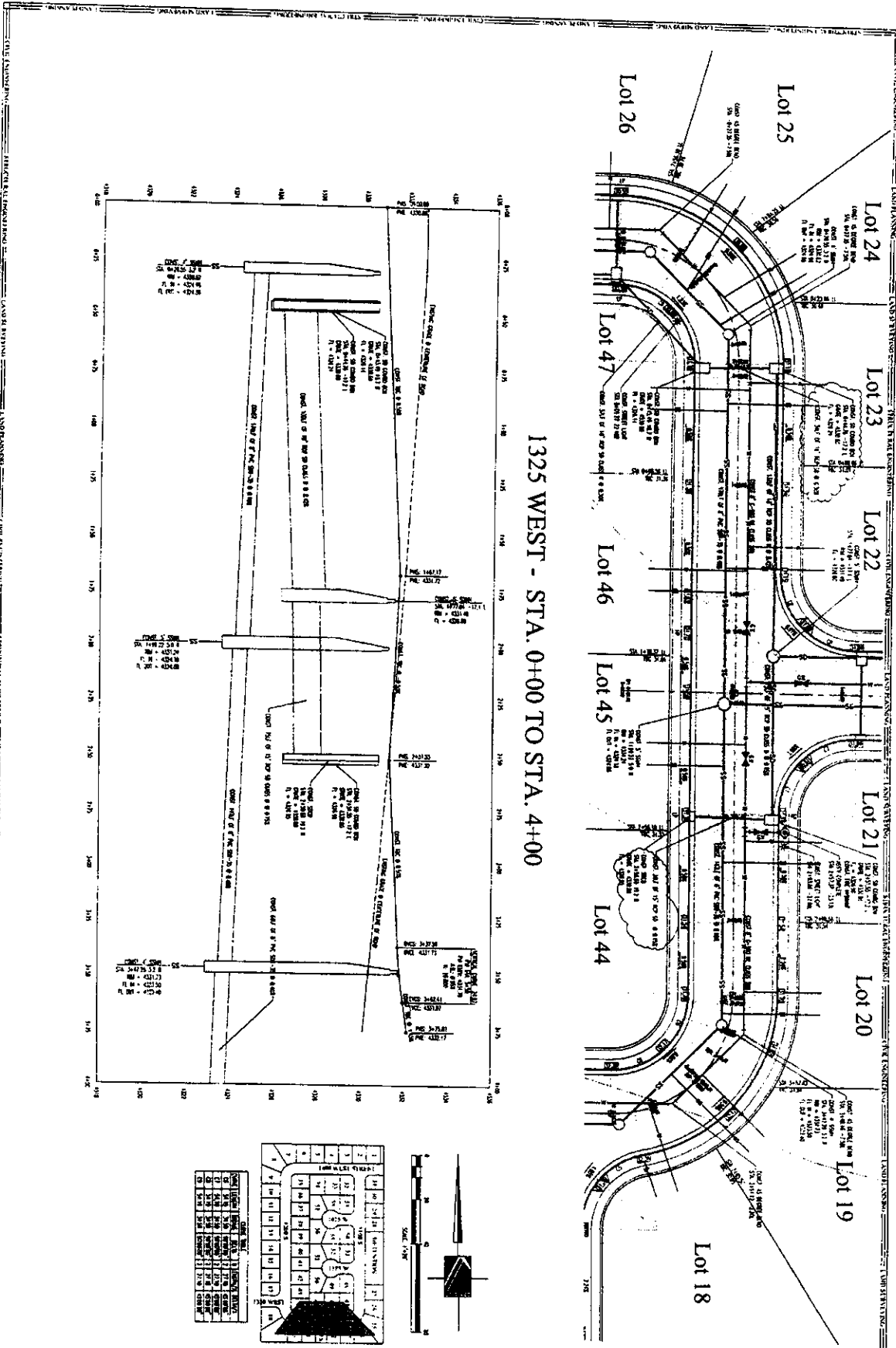


|          |    |  |
|----------|----|--|
| DATE     | BY | REVISION                               |
| 11/20/06 | RP | ISSUED FOR PERMITTING                  |
| 12/20/07 | RP | REVISED TO REFLECT PERMITTING COMMENTS |
| 12/20/07 | RP | REVISED TO REFLECT PERMITTING COMMENTS |
| 12/20/07 | RP | REVISED TO REFLECT PERMITTING COMMENTS |
| 12/20/07 | RP | REVISED TO REFLECT PERMITTING COMMENTS |
| 12/20/07 | RP | REVISED TO REFLECT PERMITTING COMMENTS |
| 12/20/07 | RP | REVISED TO REFLECT PERMITTING COMMENTS |
| 12/20/07 | RP | REVISED TO REFLECT PERMITTING COMMENTS |
| 12/20/07 | RP | REVISED TO REFLECT PERMITTING COMMENTS |

|     |  |          |    |
|-----|--|----------|----|
| NO. | REVISION                               | DATE     | BY |
| 1   | ISSUED FOR PERMITTING                  | 11/20/06 | RP |
| 2   | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 3   | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 4   | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 5   | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 6   | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 7   | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 8   | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 9   | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 10  | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 11  | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 12  | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 13  | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 14  | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 15  | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 16  | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 17  | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 18  | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 19  | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 20  | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 21  | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 22  | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 23  | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 24  | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 25  | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 26  | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 27  | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 28  | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 29  | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |
| 30  | REVISED TO REFLECT PERMITTING COMMENTS | 12/20/07 | RP |

**TANNER HERITAGE ESTATES**  
 1200 SOUTH PLAN & PROFILE STA. 4+00 TO 8+25  
 US DEVELOPMENT  
 APPROXIMATELY 1175 SOUTH 1525 WEST  
 CLEARFIELD, UTAH  
 JOB# 06-167

**PINNACLE**  
 Engineering & Land Surveying, Inc.  
 Layton • West Bountiful • Mount Pleasant  
 1515 North Hillside Rd., Suite 92  
 Layton, UT 84041  
 Phone: (801) 944-9676  
 Fax: (801) 944-0678

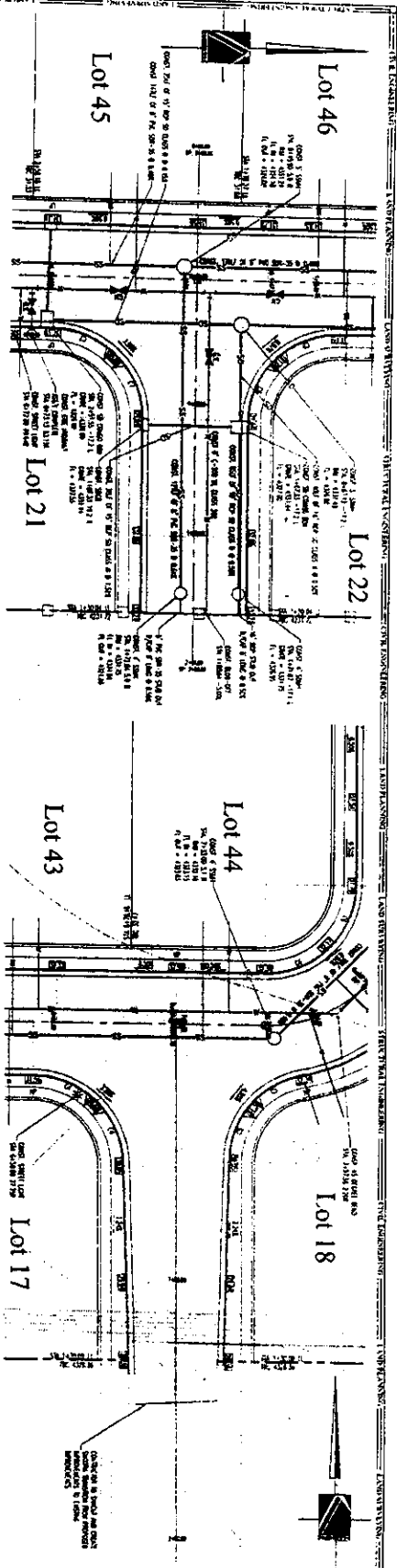


1325 WEST - STA. 0+00 TO STA. 4+00

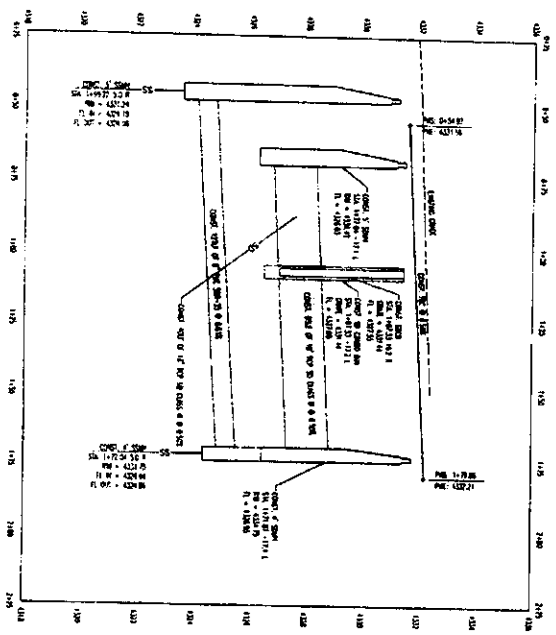
**TANNER HERITAGE ESTATES**  
 1325 WEST PLAN & PROFILE STA 0+00 TO 4+00  
 US DEVELOPMENT  
 APPROXIMATELY 1175 SOUTH 1525 WEST  
 CLEARFIELD, UTAH  
 JOB# 06-167

**PINNACLE**  
 Engineering & Land Surveying, Inc.  
 Layton • West Bountiful • Moen Placemat  
 1513 North Hillfield Rd., Suite #2  
 Layton, UT 84041  
 Phone: (801) 844-8474  
 Fax: (801) 844-0675

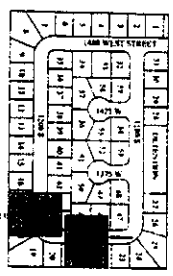
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|-----|-------------|----------|----|---------|
| 1   | ISSUED      | 11/20/06 | RP |         |
| 2   | DESIGNED BY | 11/20/06 | RP |         |
| 3   | DRAWN BY    | 11/20/06 | RP |         |
| 4   | APPROVED BY | 11/20/06 | RP |         |



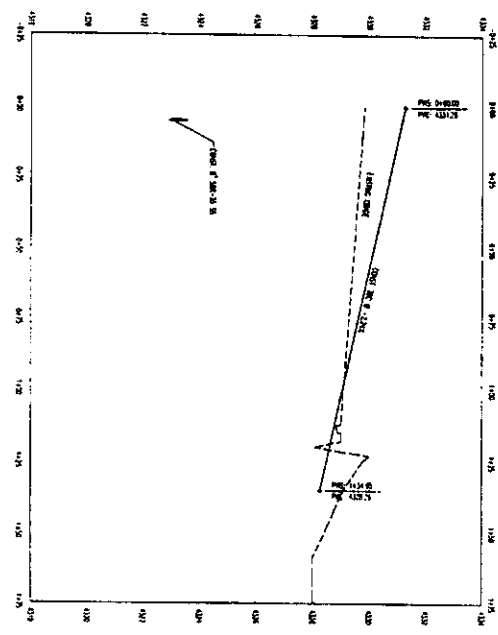
1150 South - STA. 0+25 TO STA. 2+25



| LOT | AREA (SQ. FT.) | AREA (SQ. YD.) |
|-----|----------------|----------------|
| 18  | 12100.00       | 277.78         |
| 17  | 12100.00       | 277.78         |
| 43  | 12100.00       | 277.78         |
| 44  | 12100.00       | 277.78         |
| 21  | 12100.00       | 277.78         |
| 22  | 12100.00       | 277.78         |
| 45  | 12100.00       | 277.78         |
| 46  | 12100.00       | 277.78         |



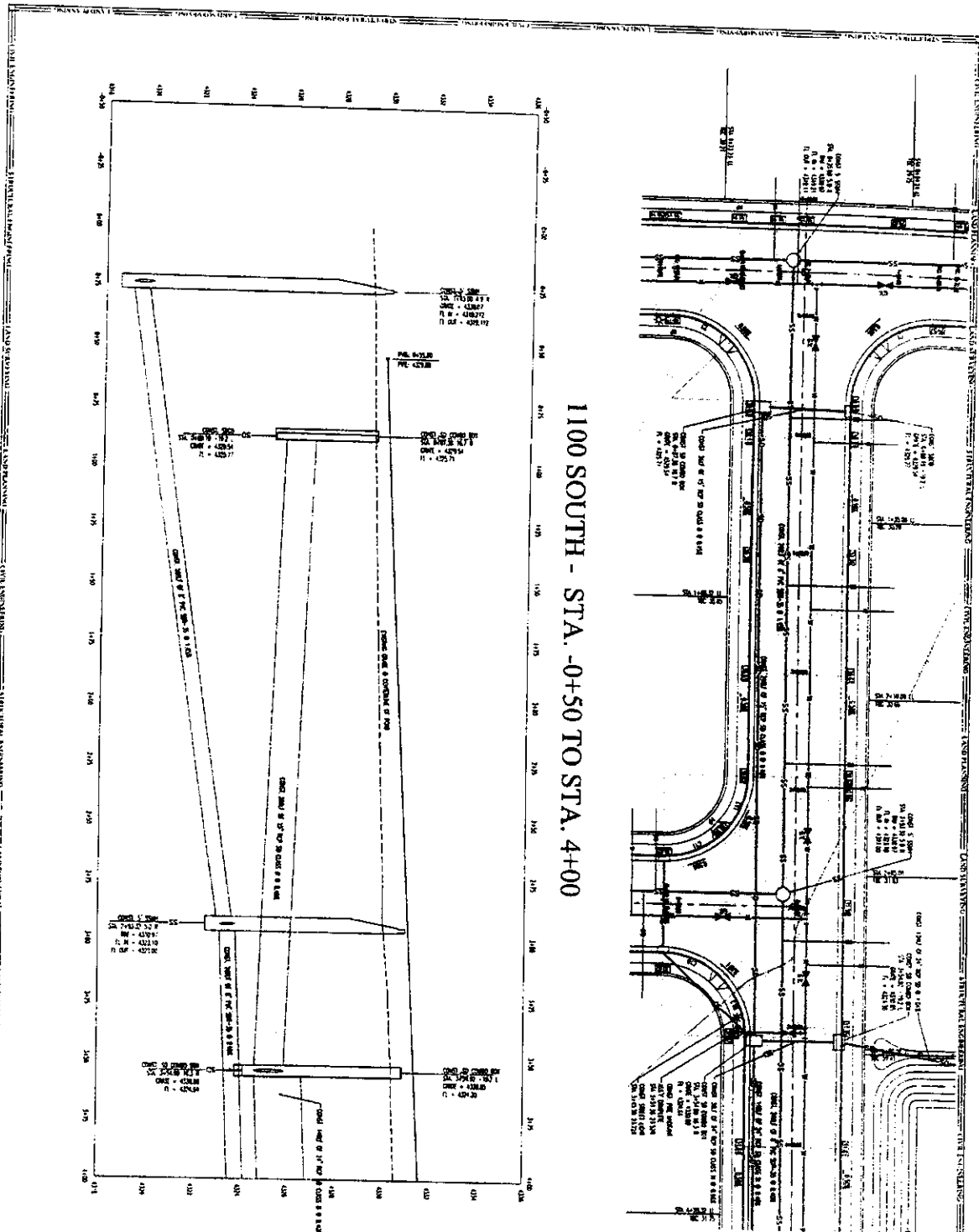
1350 WEST - STA. -0+25 TO STA. 1+75



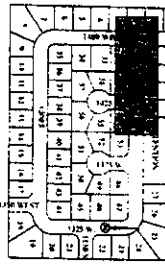
| NO. | DATE     | BY           | FOR         |
|-----|----------|--------------|-------------|
| 1   | 11/20/00 | W. J. TANNER | PRELIMINARY |
| 2   | 12/11/00 | W. J. TANNER | FINAL       |
| 3   | 1/12/01  | W. J. TANNER | REVISION    |
| 4   | 1/12/01  | W. J. TANNER | REVISION    |
| 5   | 1/12/01  | W. J. TANNER | REVISION    |
| 6   | 1/12/01  | W. J. TANNER | REVISION    |
| 7   | 1/12/01  | W. J. TANNER | REVISION    |
| 8   | 1/12/01  | W. J. TANNER | REVISION    |
| 9   | 1/12/01  | W. J. TANNER | REVISION    |
| 10  | 1/12/01  | W. J. TANNER | REVISION    |
| 11  | 1/12/01  | W. J. TANNER | REVISION    |
| 12  | 1/12/01  | W. J. TANNER | REVISION    |
| 13  | 1/12/01  | W. J. TANNER | REVISION    |
| 14  | 1/12/01  | W. J. TANNER | REVISION    |
| 15  | 1/12/01  | W. J. TANNER | REVISION    |
| 16  | 1/12/01  | W. J. TANNER | REVISION    |
| 17  | 1/12/01  | W. J. TANNER | REVISION    |

**TANNER HERITAGE ESTATES**  
 1150 S. & 1350 W. PLAN & PROFILES  
 SUBDIVISION DEVELOPMENT  
 APPROXIMATELY 1175 SOUTH 1525 WEST  
 CLEARFIELD, UTAH  
 JOB# 06-167

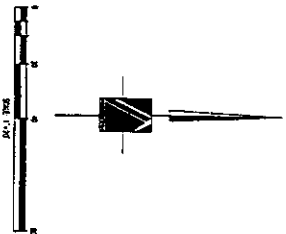
**PINNACLE**  
 Engineering & Land Surveying, Inc.  
 Layton • West Bountiful • Mount Pleasant  
 1513 North Hillside Rd., Suite #2  
 Layton, UT 84041  
 Phone: (801) 866-8676  
 Fax: (801) 866-0678



1100 SOUTH - STA. -0+50 TO STA. 4+00



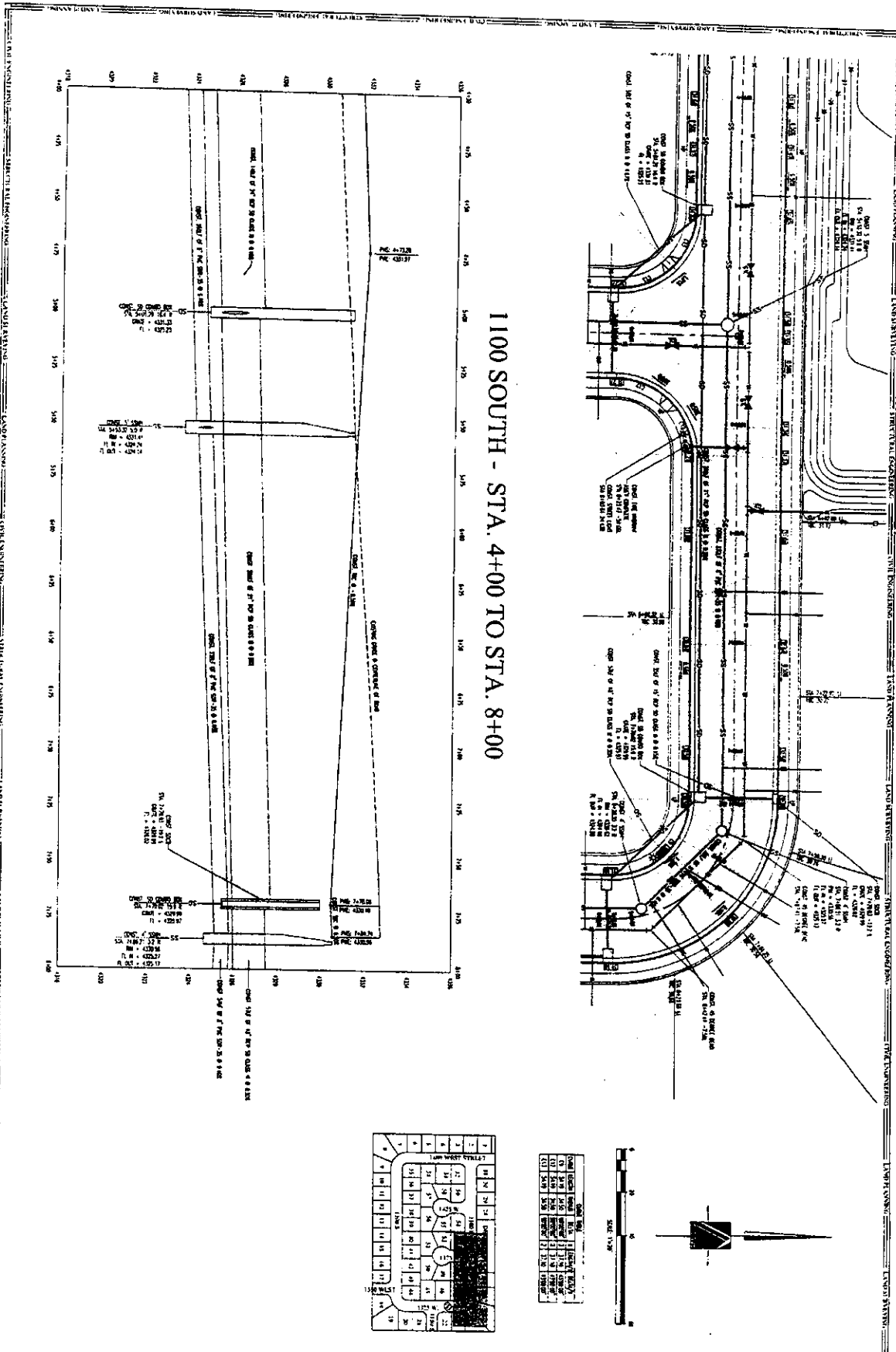
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|-----|-------------|----------|
| 1   | PREPARED BY | 11/20/06 |
| 2   | CHECKED BY  | 1/20/07  |
| 3   | DESIGNED BY | 3/20/07  |
| 4   | APPROVED BY | 1/20/07  |



| NO. | REVISION    | DATE     | BY |
|-----|-------------|----------|----|
| 1   | PREPARED BY | 11/20/06 |    |
| 2   | CHECKED BY  | 1/20/07  |    |
| 3   | DESIGNED BY | 3/20/07  |    |
| 4   | APPROVED BY | 1/20/07  |    |

**TANNER HERITAGE ESTATES**  
 1100 S. PLAN & PROFILE STA. -0+50 TO STA. 4+00  
 US DEVELOPMENT  
 APPROXIMATELY 1175 SOUTH 1525 WEST  
 CLEARFIELD, UTAH  
 JOB# 06-167

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 Engineering & Land Surveying, Inc.  
 Layout • West Beautiful • Model Present  
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 Layton, UT 84041  
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 Fax: (801) 964-0478



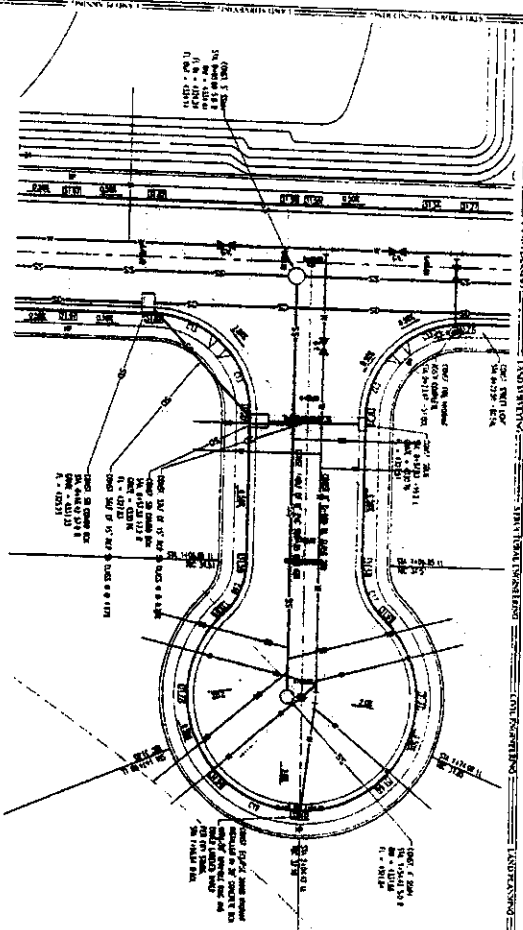
1100 SOUTH - STA. 4+00 TO STA. 8+00

| NO. | DATE     | REVISION | BY | CHKD. |
|-----|----------|----------|----|-------|
| 17  | 12/20/07 | ASB      |    |       |
| 16  | 11/20/07 | RP       |    |       |
| 04  | 5/20/07  | RP       |    |       |
|     | 1/22/07  | ASB      |    |       |
|     | 1/20/07  | ASB      |    |       |

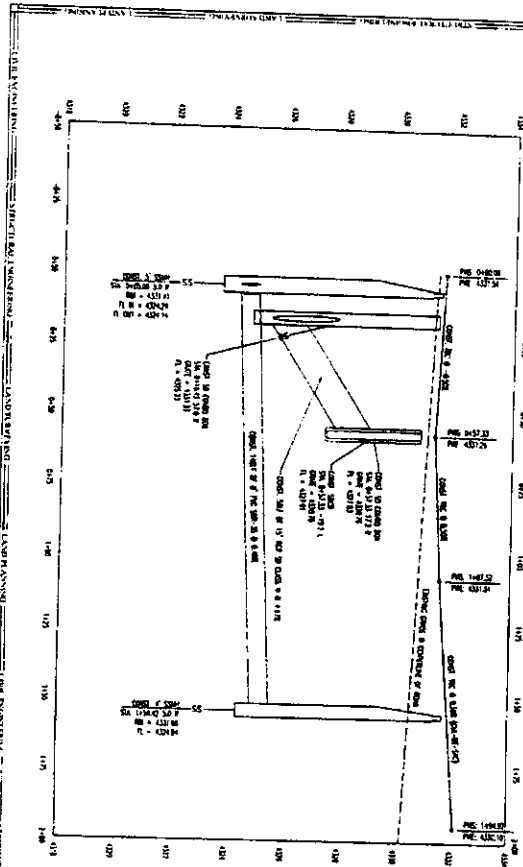
**TANNER HERITAGE ESTATES**  
 1100 S. PLAN & PROFILE STA 4+00 TO 8+00  
 US DEVELOPMENT  
 APPROXIMATELY 1175 SOUTH 1525 WEST  
 CLEARFIELD, UTAH  
 JOB# 06-167

**PINNACLE**  
 Engineering & Land Surveying, Inc.  
 Layton • West Benetton • Moquit Flaming  
 1513 North Hillside Rd., Suite #2  
 Layton, UT 84041  
 Phone: (801) 866-0676  
 Fax: (801) 866-0678





1375 West - STA. -0+50 TO STA. 2+00

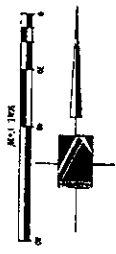
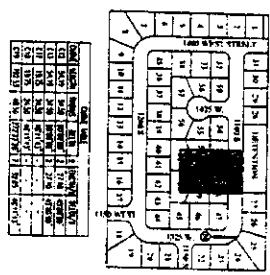


**LEGEND**

|   |   |   |
|---|---|---|
| ROAD TO BE BUILT                              | ROAD TO BE REMOVED                            | ROAD TO BE WIDENED                            |
| PROPOSED DRIVE PAV.                           | EXISTING DRIVE PAV.                           | EXISTING DRIVE PAV.                           |
| PROPOSED DRIVE LANE                           | EXISTING DRIVE LANE                           | EXISTING DRIVE LANE                           |
| PROPOSED DRIVE SIDEWALK                       | EXISTING DRIVE SIDEWALK                       | EXISTING DRIVE SIDEWALK                       |
| PROPOSED DRIVE CURB                           | EXISTING DRIVE CURB                           | EXISTING DRIVE CURB                           |
| PROPOSED DRIVE UTILITY                        | EXISTING DRIVE UTILITY                        | EXISTING DRIVE UTILITY                        |
| PROPOSED DRIVE CONCRETE                       | EXISTING DRIVE CONCRETE                       | EXISTING DRIVE CONCRETE                       |
| PROPOSED DRIVE ASPHALT                        | EXISTING DRIVE ASPHALT                        | EXISTING DRIVE ASPHALT                        |
| PROPOSED DRIVE GRAVEL                         | EXISTING DRIVE GRAVEL                         | EXISTING DRIVE GRAVEL                         |
| PROPOSED DRIVE DIRT                           | EXISTING DRIVE DIRT                           | EXISTING DRIVE DIRT                           |
| PROPOSED DRIVE SAND                           | EXISTING DRIVE SAND                           | EXISTING DRIVE SAND                           |
| PROPOSED DRIVE GRAVEL SAND                    | EXISTING DRIVE GRAVEL SAND                    | EXISTING DRIVE GRAVEL SAND                    |
| PROPOSED DRIVE GRAVEL SAND GRAVEL             | EXISTING DRIVE GRAVEL SAND GRAVEL             | EXISTING DRIVE GRAVEL SAND GRAVEL             |
| PROPOSED DRIVE GRAVEL SAND GRAVEL SAND        | EXISTING DRIVE GRAVEL SAND GRAVEL SAND        | EXISTING DRIVE GRAVEL SAND GRAVEL SAND        |
| PROPOSED DRIVE GRAVEL SAND GRAVEL SAND GRAVEL | EXISTING DRIVE GRAVEL SAND GRAVEL SAND GRAVEL | EXISTING DRIVE GRAVEL SAND GRAVEL SAND GRAVEL |

**SECTION CORNER**  
 BOUNDARY CORNER  
 CONCRETE POST  
 CONCRETE PIPE UTILITY  
 CONCRETE CURB  
 CONCRETE DRIVE LANE  
 CONCRETE DRIVE SIDEWALK  
 CONCRETE DRIVE CURB  
 CONCRETE DRIVE UTILITY  
 CONCRETE DRIVE CONCRETE  
 CONCRETE DRIVE ASPHALT  
 CONCRETE DRIVE GRAVEL  
 CONCRETE DRIVE DIRT  
 CONCRETE DRIVE SAND  
 CONCRETE DRIVE GRAVEL SAND  
 CONCRETE DRIVE GRAVEL SAND GRAVEL  
 CONCRETE DRIVE GRAVEL SAND GRAVEL SAND  
 CONCRETE DRIVE GRAVEL SAND GRAVEL SAND GRAVEL

**BEINHARCK**  
 ENGINEER & SURVEYOR  
 LICENSE NO. 12345  
 1111 N. 1100 E. SUITE 100  
 CLEARFIELD, UTAH 84601

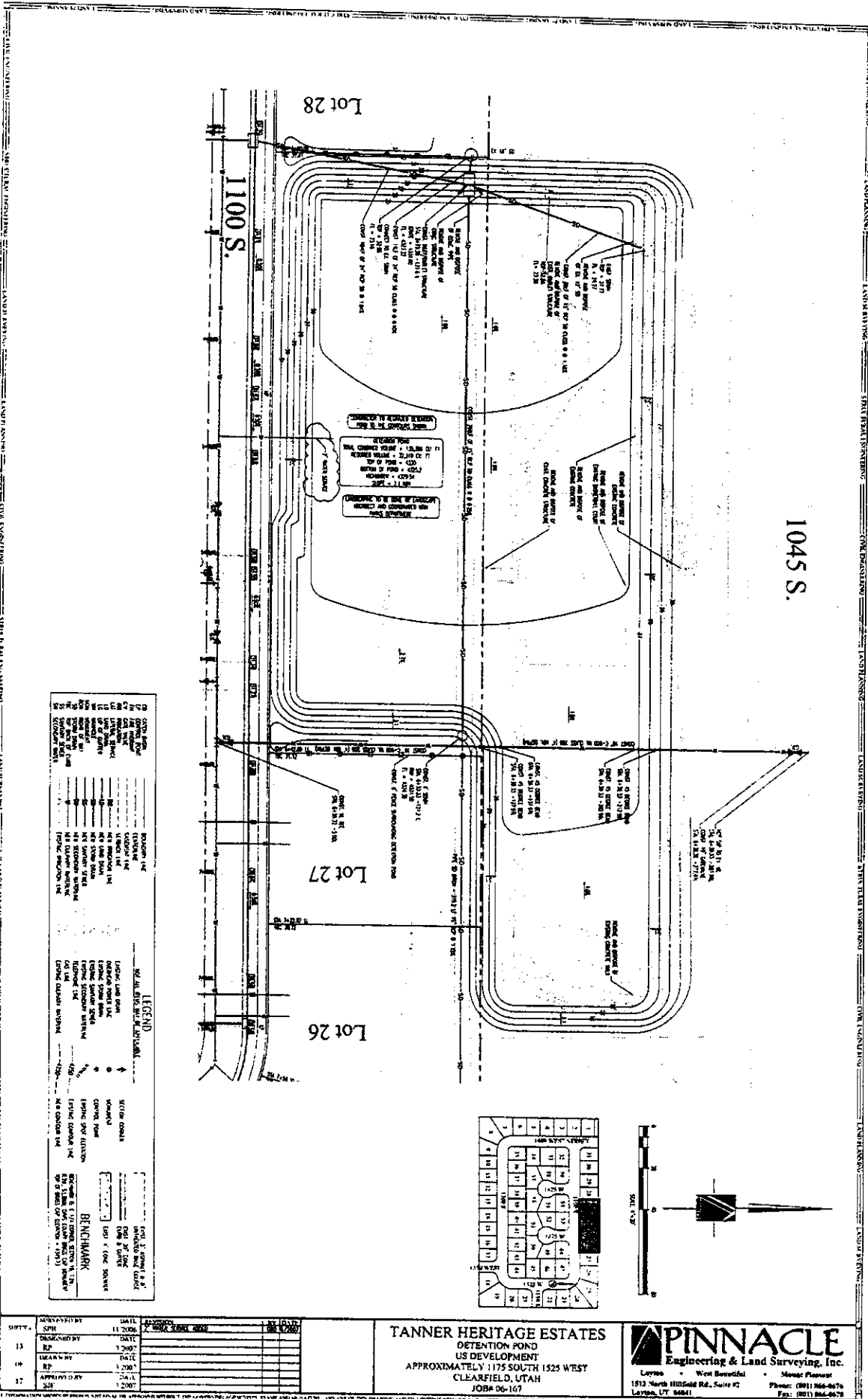


| NO. | REVISION    | DATE   | BY | CHK'D |
|-----|-------------|--------|----|-------|
| 01  | DESIGNED BY | 1/2007 | RP |       |
| 02  | DRAWN BY    | 1/2007 | RP |       |
| 03  | APPROVED BY | 1/2007 | RP |       |

**TANNER HERITAGE ESTATES**  
 1375 W. PLAN & PROFILE STA -0+50 TO 2+00  
 US DEVELOPMENT  
 APPROXIMATELY 1175 SOUTH 1525 WEST  
 CLEARFIELD, UTAH  
 JOB# 06-167

**Pinnacle**  
 Engineering & Land Surveying, Inc.  
 Layton • West Bountiful • Vernal  
 1515 North Highland Rd., Suite 27  
 Layton, UT 84041  
 Phone: (801) 466-6674  
 Fax: (801) 466-6678





**LEGEND**

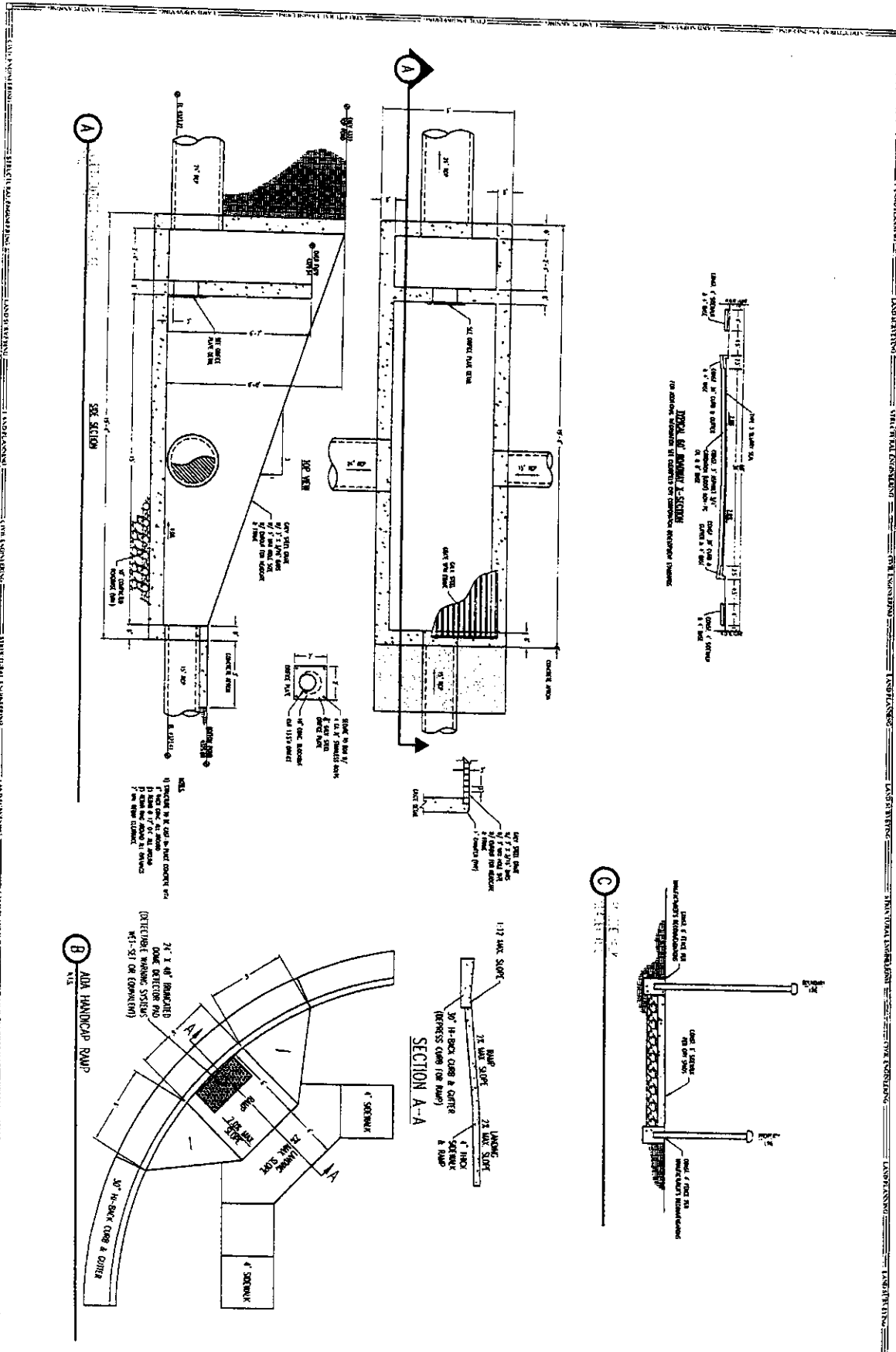
|        |                    |
|--------|--------------------|
| Symbol | Description        |
| ---    | 10" WATER MAIN     |
| ---    | 8" WATER MAIN      |
| ---    | 6" WATER MAIN      |
| ---    | 4" WATER MAIN      |
| ---    | 2" WATER MAIN      |
| ---    | 12" SANITARY SEWER |
| ---    | 8" SANITARY SEWER  |
| ---    | 6" SANITARY SEWER  |
| ---    | 4" SANITARY SEWER  |
| ---    | 2" SANITARY SEWER  |
| ---    | 12" STORM SEWER    |
| ---    | 8" STORM SEWER     |
| ---    | 6" STORM SEWER     |
| ---    | 4" STORM SEWER     |
| ---    | 2" STORM SEWER     |
| ---    | 12" GAS            |
| ---    | 8" GAS             |
| ---    | 6" GAS             |
| ---    | 4" GAS             |
| ---    | 2" GAS             |
| ---    | 12" ELECTRIC       |
| ---    | 8" ELECTRIC        |
| ---    | 6" ELECTRIC        |
| ---    | 4" ELECTRIC        |
| ---    | 2" ELECTRIC        |
| ---    | 12" TELEPHONE      |
| ---    | 8" TELEPHONE       |
| ---    | 6" TELEPHONE       |
| ---    | 4" TELEPHONE       |
| ---    | 2" TELEPHONE       |
| ---    | 12" CABLE TV       |
| ---    | 8" CABLE TV        |
| ---    | 6" CABLE TV        |
| ---    | 4" CABLE TV        |
| ---    | 2" CABLE TV        |
| ---    | 12" FIBER OPTIC    |
| ---    | 8" FIBER OPTIC     |
| ---    | 6" FIBER OPTIC     |
| ---    | 4" FIBER OPTIC     |
| ---    | 2" FIBER OPTIC     |
| ---    | 12" RAINWATER      |
| ---    | 8" RAINWATER       |
| ---    | 6" RAINWATER       |
| ---    | 4" RAINWATER       |
| ---    | 2" RAINWATER       |
| ---    | 12" SLOTTED DRAIN  |
| ---    | 8" SLOTTED DRAIN   |
| ---    | 6" SLOTTED DRAIN   |
| ---    | 4" SLOTTED DRAIN   |
| ---    | 2" SLOTTED DRAIN   |
| ---    | 12" GROUNDWATER    |
| ---    | 8" GROUNDWATER     |
| ---    | 6" GROUNDWATER     |
| ---    | 4" GROUNDWATER     |
| ---    | 2" GROUNDWATER     |
| ---    | 12" OTHER          |
| ---    | 8" OTHER           |
| ---    | 6" OTHER           |
| ---    | 4" OTHER           |
| ---    | 2" OTHER           |
| ---    | 12" EASEMENT       |
| ---    | 8" EASEMENT        |
| ---    | 6" EASEMENT        |
| ---    | 4" EASEMENT        |
| ---    | 2" EASEMENT        |
| ---    | 12" CONCRETE       |
| ---    | 8" CONCRETE        |
| ---    | 6" CONCRETE        |
| ---    | 4" CONCRETE        |
| ---    | 2" CONCRETE        |
| ---    | 12" ASPHALT        |
| ---    | 8" ASPHALT         |
| ---    | 6" ASPHALT         |
| ---    | 4" ASPHALT         |
| ---    | 2" ASPHALT         |
| ---    | 12" GRAVEL         |
| ---    | 8" GRAVEL          |
| ---    | 6" GRAVEL          |
| ---    | 4" GRAVEL          |
| ---    | 2" GRAVEL          |
| ---    | 12" SAND           |
| ---    | 8" SAND            |
| ---    | 6" SAND            |
| ---    | 4" SAND            |
| ---    | 2" SAND            |
| ---    | 12" SOIL           |
| ---    | 8" SOIL            |
| ---    | 6" SOIL            |
| ---    | 4" SOIL            |
| ---    | 2" SOIL            |
| ---    | 12" VEGETATION     |
| ---    | 8" VEGETATION      |
| ---    | 6" VEGETATION      |
| ---    | 4" VEGETATION      |
| ---    | 2" VEGETATION      |
| ---    | 12" BENCHMARK      |
| ---    | 8" BENCHMARK       |
| ---    | 6" BENCHMARK       |
| ---    | 4" BENCHMARK       |
| ---    | 2" BENCHMARK       |

**TANNER HERITAGE ESTATES**  
 DETENTION POND  
 US DEVELOPMENT  
 APPROXIMATELY 1175 SOUTH 1525 WEST  
 CLEARFIELD, UTAH  
 JOB# 06-107

**Pinnacle**  
 Engineering & Land Surveying, Inc.  
 Layton • West Bountiful • Mount Pleasant  
 1513 North Hillside Rd., Suite #2  
 Layton, UT 84041  
 Phone: (801) 866-6676  
 Fax: (801) 866-6678

|             |         |      |        |
|-------------|---------|------|--------|
| DATE        | 11/2006 | BY   | SPR    |
| DESIGNED BY | SPR     | DATE | 1/2007 |
| DRAWN BY    | SPR     | DATE | 1/2007 |
| APPROVED BY | SPR     | DATE | 1/2007 |

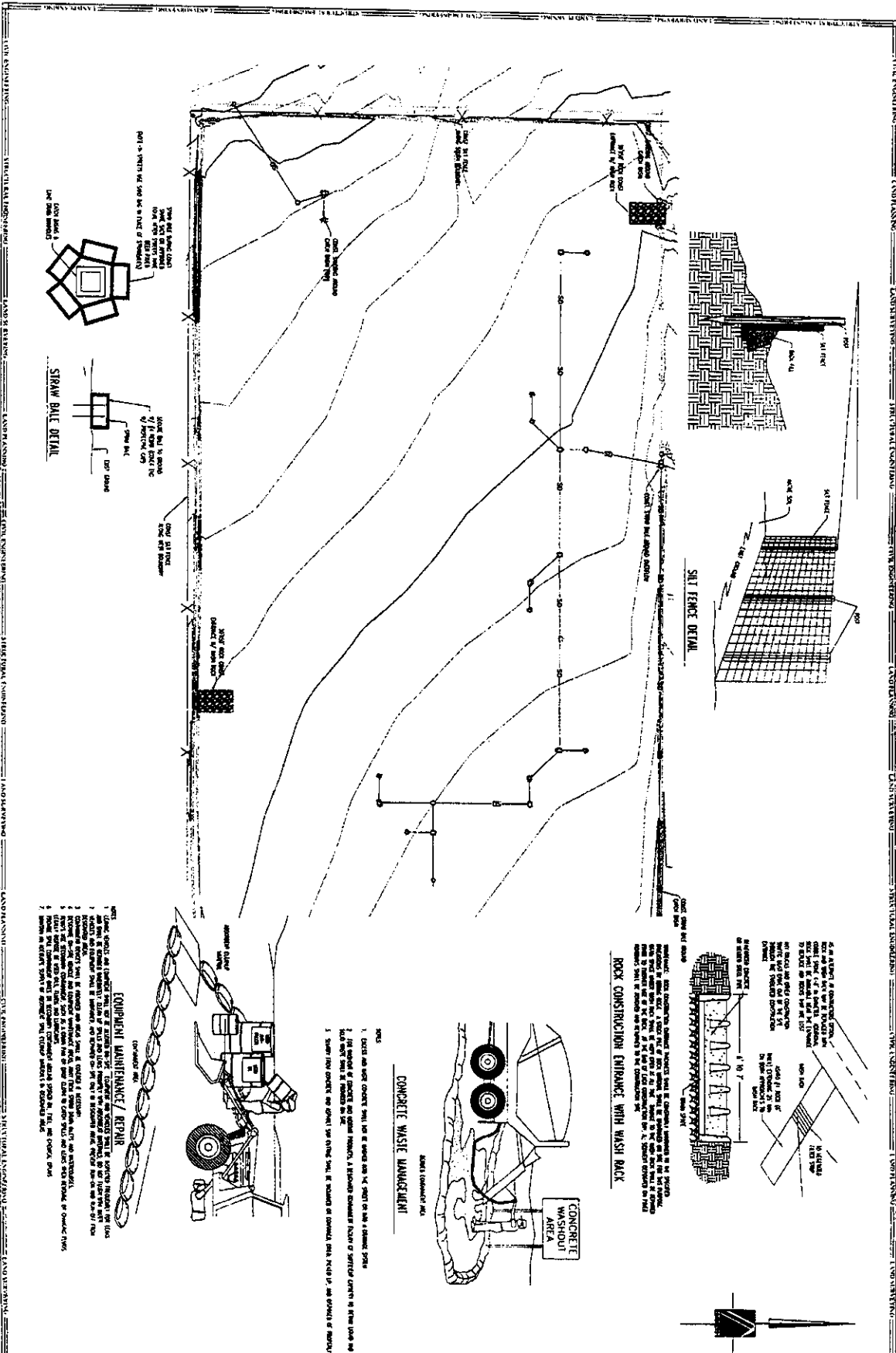




| NO. | REVISIONS | DATE     | BY | CHKD. |
|-----|-----------|----------|----|-------|
| 15  | SPR       | 11/20/06 |    |       |
| 16  | PROPOSED  | 1/2/2007 |    |       |
| 17  | APPROVED  | 3/2/2007 |    |       |

**TANNER HERITAGE ESTATES**  
 US DEVELOPMENT  
 APPROXIMATELY 1175 SOUTH 1525 WEST  
 CLEARFIELD, UTAH  
 JOB# 06-167

**Pinnacle**  
 Engineering & Land Surveying, Inc.  
 Layton • West Bountiful • Moondown  
 1513 North 1100th Rd., Suite #2  
 Layton, UT 84041  
 Phone: (801) 844-0676  
 Fax: (801) 844-0678



| DATE     | BY  | REVISION |
|----------|-----|----------|
| 11/20/06 | SPB | DESIGNED |
| 1/20/07  | RP  | REVISED  |
| 1/20/07  | RP  | REVISED  |
| 1/20/07  | RP  | REVISED  |
| 1/20/07  | RP  | REVISED  |

**TANNER HERITAGE ESTATES**  
 STORM WATER POLLUTION PREVENTION PLAN  
 US DEVELOPMENT  
 APPROXIMATELY 1175 SOUTH 1525 WEST  
 CLEARFIELD, UTAH  
 JOB# 06-167

**Pinnacle**  
 Engineering & Land Surveying, Inc.  
 Layton, Utah  
 1513 North 1525th Rd., Suite #7  
 Layton, UT 84041  
 West Mountain  
 Phone: (981) 866-8674  
 Fax: (981) 866-8675

| NO. | REVISION | DATE     | BY | DATE     | BY |
|-----|----------|----------|----|----------|----|
| 17  | REVISION | 11/20/06 | RP | 11/20/06 | RP |
| 16  | REVISION | 11/20/06 | RP | 11/20/06 | RP |
| 15  | REVISION | 11/20/06 | RP | 11/20/06 | RP |
| 14  | REVISION | 11/20/06 | RP | 11/20/06 | RP |
| 13  | REVISION | 11/20/06 | RP | 11/20/06 | RP |
| 12  | REVISION | 11/20/06 | RP | 11/20/06 | RP |
| 11  | REVISION | 11/20/06 | RP | 11/20/06 | RP |
| 10  | REVISION | 11/20/06 | RP | 11/20/06 | RP |
| 9   | REVISION | 11/20/06 | RP | 11/20/06 | RP |
| 8   | REVISION | 11/20/06 | RP | 11/20/06 | RP |
| 7   | REVISION | 11/20/06 | RP | 11/20/06 | RP |
| 6   | REVISION | 11/20/06 | RP | 11/20/06 | RP |
| 5   | REVISION | 11/20/06 | RP | 11/20/06 | RP |
| 4   | REVISION | 11/20/06 | RP | 11/20/06 | RP |
| 3   | REVISION | 11/20/06 | RP | 11/20/06 | RP |
| 2   | REVISION | 11/20/06 | RP | 11/20/06 | RP |
| 1   | REVISION | 11/20/06 | RP | 11/20/06 | RP |

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| 2   | REVISION | 11/20/06 | RP | 11/20/06 | RP |
| 1   | REVISION | 11/20/06 | RP | 11/20/06 | RP |

**TANNER HERITAGE ESTATES**  
 STORM WATER POLLUTION PREVENTION NOTES  
 US DEVELOPMENT  
 APPROXIMATELY 1175 SOUTH 1525 WEST  
 CLEARFIELD, UTAH  
 JOB# 06-167

**PINNACLE**  
 Engineering & Land Surveying, Inc.  
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**EXHIBIT "C"**

12<sup>th</sup> March 2010

Clearfield City  
55 South State Street  
Clearfield, Utah 84015

Attn: Adam Lenhard, Community Development Director  
Proj: Tanner Heritage Estates Subdivision  
Subj: Subdivision Field Inspection - Completed Improvements

Dear Adam,

Pursuant to your request I conducted an on-site inspection at the above referenced subdivision and evaluated the construction work completed throughout the subdivision. I have also spoken with the developer, Mr. Mike Schultz of Castle Creek Homes in regards to my inspection.

Listed below are the main improvement items, which need to be completed in order to meet the requirements of the final subdivision approval.

Attached for your use is an updated "Cost Estimate" of the main items of work, which need to be completed.

**General Issues**

1. During the field inspection we determined that the various required utilities, i.e., storm water, sanitary sewer, and culinary water systems have not been constructed per the final approved drawings. Attached is an itemized listing of all outstanding construction items and items which need to be repaired.
2. A detail set of "As-Constructed" drawings needs to be created by the developers Engineer and submitted to the City. During the field inspection, I observed that many of the improvements were constructed different than the original plans indicated.
3. Environmental Controls are lacking on-site, and those few controls which exist are in very poor shape. Environmental Controls need to be installed on-site and in the roadway right-of-way per the storm water pollution prevention plan.

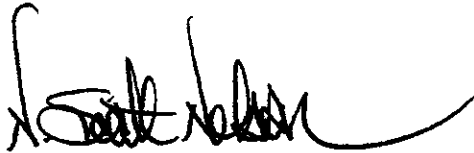
4. The final surface grading of the subdivision site has not been completed in the interior of the outside loop roadways (grading area includes lots 32 through 59). With the existing elevation differences, due to cuts and fills a new grading plan must be designed which will resolve the drainage water build-up in this area during wet periods. It should be noted that during the winter of 2008 - 2009 excessive drainage/storm water accumulated specifically around the homes on Lots 33, 34 and 57.

The estimated costs for this drainage problem have been included on the attached "Cost Estimate".

Should you have any questions please feel free to contact our office.

Sincerely,

**CEC, Civil Engineering Consultants, PLLC.**

A handwritten signature in black ink, appearing to read "N. Scott Nelson", written over a horizontal line.

N. Scott Nelson, P.E.

*City Engineer*

Cc. Scott Hodge, Public Work Director  
Michael McDonald, Building Official

Attachment – Cost Estimate



**City Engineer's Cost Estimate  
to  
Complete the Subdivision Improvements  
for  
Tanner Heritage Estates Subdivision**

Clearfield City

12th March 2010

| <i>Item</i>                        | <i>Description</i>   | <i>Quantity</i> | <i>Units</i> | <i>Unit Price</i> | <i>Amount</i> |
|------------------------------------|--|-----------------|--------------|-------------------|---------------|
| <b>Roadway Improvements</b>        |  |                 |              |                   |               |
| 1.                                 | Install 4" thick sidewalk and grade level the soil between the curb & gutter and the sidewalk. | 5,810           | lf.          | \$14.25           | \$82,792.50   |
| 2.                                 | Install handicap ramps.  | 11              | ea.          | \$1,100.00        | \$12,100.00   |
| 3.                                 | Install asphalt seal coat (type 3).  | 11,850          | sy.          | \$2.05            | \$24,292.50   |
| 4.                                 | Install survey monuments.  | 13              | ea.          | \$475.00          | \$6,175.00    |
| 5.                                 | Install address & regulatory signs.  | 12              | ea.          | \$175.00          | \$2,100.00    |
| <b>Culinary Water Improvements</b> |  |                 |              |                   |               |
| 6.                                 | Raise to grade fire hydrant valves with collar.  | 7               | ea.          | \$185.00          | \$1,295.00    |
| 7.                                 | Raise to grade waterline control valves with collar.   | 12              | ea.          | \$185.00          | \$2,220.00    |
| 8.                                 | Adjust to grade meter box and lid.   | 59              | ea.          | \$93.00           | \$5,487.00    |
| 9.                                 | Adjust to grade blow-off valve.  | 2               | ea.          | \$275.00          | \$550.00      |

**Storm Water Improvements**

|  |        |            |            |
|--|--------|------------|------------|
| 10. Raise to roadway grade the combination box manhole lid (a maximum of 18" of grade rings can be installed).           | 13 ea. | \$405.00   | \$5,265.00 |
| 11. Install a concrete bottom, flowline, apron & trough in each combination box.   | 13 ea. | \$300.00   | \$3,900.00 |
| 12. Raise to roadway grade the storm drainage manhole lid (a maximum of 18" of grade rings can be installed).            | 4 ea.  | \$300.00   | \$1,200.00 |
| 13. Repair storm drain piping problems:  |        |            |            |
| A. Repair storm drain piping, broken/hole in pipe wall, on 1100 South (approximately lot #48).                           | 1 ea.  | \$1,750.00 | \$1,750.00 |
| B. Repair storm drain piping, hole in pipe wall, on 1100 South / 1425 West (approximately lot #54).                      | 1 ea.  | \$1,250.00 | \$1,250.00 |
| C. Repair storm drain piping, hole in pipe wall, on 1100 South/1425 West and video inspect work (approximately lot #59). | 1 ea.  | \$850.00   | \$850.00   |
| D. Repair storm drain piping, large hole in pipe 1480 West and video inspect work (near lot #6).                         | 1 ea.  | \$1,250.00 | \$1,250.00 |
| E. Repair storm drain piping, 3" drop in flowline in pipe 1480 West and video inspect work (near lot #6 & lot #35).      | 1 ea.  | \$1,450.00 | \$1,450.00 |
| F. Repair storm drain piping, broken pipe with gasket exposed and video inspect work (between lot #7 & lot #8).          | 1 ea.  | \$450.00   | \$450.00   |
| 14. Install grate and pipe flared end on storm drain in rear of Lot 8.   | 1 ea.  | \$850.00   | \$850.00   |
| 15. Install storm drain piping & inlets in the rear of lots #33 & #34.   | 1 ea.  | \$7,500.00 | \$7,500.00 |

**Sanitary Sewer Improvements**

|                                  |        |          |            |
|----------------------------------|--------|----------|------------|
| 16. Raise to grade all manholes. | 17 ea. | \$270.00 | \$4,590.00 |
|----------------------------------|--------|----------|------------|

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**Total Estimate of Improvements Outstanding and/or Damaged      \$167,317.00**