

NATURAL HAZARD DISCLOSURE
AND BUILDING SITE AGREEMENT

(A Covenant Running With the Land)

An Acknowledgment and Disclosure regarding development of property located within an identified natural hazard special study area.

1. The undersigned, *John R. [Signature]* hereby certifies to be the owner of the hereinafter described real property located with Weber County, Utah:

ALL OF GREEN HILL COUNTRY ESTATES PHASE 6

The Geological Reports and the review of these reports by the Utah State of Natural Resources Utah Geological Survey are on file in the Weber County Planning Office.

2. It is possible that Surface Rupture Faults of either primary and/or secondary significance, landslides, as well as other geological hazards associated with the Wasatch Front, may be found on the above described property.
3. This disclosure and acknowledgment is made in consideration of approval by Weber County of a subdivision of the above described property and the undersigned property owners, any assigns and/or any successors in interest in title AGREE to hold Weber County harmless and not liable for of any future damage or destruction to life or property resulting from natural hazard or geologic land disturbances on the above described property.
4. It is further agreed that at the time of construction of any dwelling or any leveling of on the property for landscaping, the excavation shall be examined by a Geotechnical Engineer for evidence of faulting, landslides, as well as other geological problems, and if so found to exist, the dwelling location shall be relocated outside of identified Geological Area. All zoning setbacks shall be maintained in any relocation, or a variance approved by the Board of Adjustment.
5. A signed copy of the inspection report of the excavation shall be submitted as a required document for obtaining a building permit. This copy shall be signed by a Geotechnical Engineer
6. All recommendations outlined in the Geotechnical reports and in the State of Utah Geological Survey review of said reports shall be strictly adhered to.
7. This agreement shall be a covenant running with the land and shall be binding upon the undersigned, any future owners, encumbrances, their successors, heirs and assignees.

21-079-0001 to 0002 , 21-080-0001 to 0010
21-081-0001 to 0004 21-082-0001 to 0004
21-083-0001 to 0006 21-084-0001 to 0006
21-085-0001 to 0006

E# 1590521 BK1971 PG2832
DOUG CROFTS, WEBER COUNTY RECORDER
18-NOV-98 303 PM FEE \$.00 DEP MB
REC FOR: WEBER.COUNTY.PLANNING

DATED this 12 day of November, 1998

James Alard
Owner _____ Owner

STATE OF UTAH)
) SS:
) COUNTY OF WEBER)

On the 12 day of November, 1998 personally
appeared before me James Alard and _____ husband and wife, the signers of the within
instrument and who duly acknowledged to me that they executed the same.

Janene Perkins
Notary Public
Residing at: ogden

