

## Proposal and/or Agreement

### Prepared for:

Client Information

Company  
Name of Client Ron Dodd  
Address PO Box 1977, Cedar City, Utah 84721  
E-Mail  
Phone  
Date August 28, 2020

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Watson Project #

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Project Information

Client Project #  
Project Name The Estates at Sunrise Ranch - Geotechnical Investigation  
Address Approx: 3750 North 2300 West, Cedar City, Iron County, Utah  
Subdivision  
Lot | Block  
Section 21  
Township 35 South  
Range 11 West  
Meridian Salt Lake B&M

### Prepared by:

**WATSON ENGINEERING COMPANY, INC.**  
472 N 2150 W, Suite 7  
Cedar City, Utah 84721  
435.586.3004



**WATSON**  
ENGINEERING COMPANY, INC.

MAKE IT HAPPEN.

GENERAL INFORMATION

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WATSON Proposal for Professional Engineering Services

Watson Engineering Company, Inc. (Watson) is submitting this Proposal for Professional Engineering and/or Surveying services:

Project Summary:

At your request, this Proposal is being sent to you for a Geotechnical Investigation & Report, for The Estates at Sunrise Ranch subdivision to be located at approximately 3750 North 3200 West in Iron County UT. The subdivision will likely consist of 32 lots with the majority at around one (1) acre.

Watson will complete the Geotechnical Investigation, and provide a Geotechnical Report for the above referenced property. Watson proposes at least five (5) Geotechnical test pits in order to gather samples, and then test the on-site materials in order to prepare the final Geotechnical Report. The final report will provide specific information needed for the preparation of the soils prior to the construction of the new home. Test pits will be performed initially. If it is determined during the testing pit observations that deeper sampling will be required, options will be discussed at that time, including the associated fees. Options may include utilizing larger excavation equipment or hiring a drill rig to reach deeper soil strata. It is understood that you will be providing excavation for the test pits. It is Watson's desire to locate the test pits in such a way that they will not cause problems during construction. Typically, locating the test pits 10' behind the back of sidewalk, and near property lines will place them in an area that will not support structures in the future. This usually requires coordination with a surveyor to locate the test pits. As you will be providing the excavation service, you will be responsible to ensure that the test pits are located in areas that will not require re-compaction. If they are located within the footprint of future structures, or within the public right-of-way, you will be responsible to ensure proper compaction of the test pits, including the associated testing. Included with this contract is a marked up copy of the preliminary subdivision plat indicating proposed test pit locations as determined by Watson.

The final deliverable will be the Geotechnical Report delivered electronically (PDF) to you.

Scope, Projections, & Estimates

Project Outline & Phases

The following list will be considered the **Scope of Service** for this Proposal:

- Geotechnical Investigation & Report: \$3,500.00



## WATSON Professional Services

### Services provided by Watson Engineering

- ☐ Civil Engineering
- ☐ Environmental Engineering
- ☒ Geotechnical Engineering
- ☐ Structural Engineering
- ☐ Surveying
- ☐ Construction Administration
- ☐ Special Inspections
- ☐ Materials Testing
- ☐ Storm Water Inspections
- ☐ Other:

Describe:

## Cost & Fees

## Cost Estimate, Compensation, & Fees

### Fees for the Project are as follows:

<input type="checkbox"/> Time & Expense + Reimbursables	\$ 0.00
<input type="checkbox"/> Lump Sum + Reimbursables	\$ 0.00
<input checked="" type="checkbox"/> Lump Sum	\$ 3,500.00
<input type="checkbox"/> Other (see attached addendum)	\$ 0.00
<b>Total Cost:</b>	<b>\$ 3,500.00</b>

Retainer required for work to begin: \$ 0.00

Reimbursables include: Travel, Printing, Delivery Charges, Materials, etc. Reimbursable expenses will be invoiced at cost plus 15 percent (%). Mileage will be invoiced at \$0.65 per mile.

Invoices for Watson's services will be provided after the completion of the project and deliverables. Ongoing projects will be billed on a monthly basis beginning approximately 30 days after the project start date. Payment for services is due at the time the invoice is received.

## Authorization

### Authorization to Proceed with Engineering Services

I have read & understand this Agreement, Terms & Conditions, & fee structure; and hereby, with my signature, authorize the described work commencing on the date set forth below:

(Signatures)

### Client

Title (Its)

Date

Watson Engineering Company, Inc.

Title Geotechnical Engineer

Date April 5, 2021

The Estates at Sunrise Ranch - Geotechnical Investigation

AGREEMENT

© Copyright Watson Engineering Company, Inc.



## Terms & Conditions

1. CLIENT's execution of this Agreement is written authorization for Watson Engineering Company, Inc. ("WATSON") to proceed with services. CLIENT guarantees full and free access for WATSON to enter upon all property required for the performance of WATSON's services.
2. WATSON will perform its services consistent with that level of care and skill ordinarily exercised by other members of WATSON's profession practicing in the same locality and under similar conditions. WATSON makes no warranties or guarantees, express or implied, regarding its services. CLIENT shall give prompt written notice to WATSON if CLIENT becomes aware of any fault or defect in WATSON's services, including any errors or omissions.
3. Any proposed investigation, testing, or analysis described in this Agreement specifically excludes any and all assessment of environmental characteristics, particularly those involving hazardous and/or toxic substances unless such services are expressly provided in this Agreement. WATSON assumes no risk and shall have no responsibility for non-disclosed or unforeseen conditions of any kind or for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form. Encountering such conditions, materials, or substances shall entitle WATSON to suspend its performance and shall entitle WATSON to an equitable adjustment of its fee should CLIENT decide to remedy such conditions, materials, or substances. If CLIENT decides to not remedy such conditions, materials, or substances, WATSON may immediately terminate this Agreement, and CLIENT shall pay WATSON for all fees and expenses through the date of termination, including those associated with such termination.
4. Additional services may be provided after execution of this Agreement, without invalidating the Agreement. Additional services shall entitle WATSON to additional compensation and an adjustment of any schedule for the performance of its services.
5. CLIENT shall not proceed with construction of the Project until WATSON has completed its services, including any additional services. CLIENT releases and shall indemnify, defend, and hold WATSON harmless from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from CLIENT proceeding with construction of the Project prior to the completion of WATSON's services.
6. Payment of professional fees is due upon the earlier of presentation of invoice or delivery of any documents and electronic media WATSON prepares, including but not limited to drawings and specifications. If payment in accordance with this schedule is not possible, CLIENT shall contact WATSON prior to WATSON commencing services to develop an acceptable payment schedule. If a payment schedule is required, a minimum of a 35% deposit on the stated fees shall be made at the time this Agreement is signed. Make all payments to: **Watson Engineering Company, Inc., 472 North 2150 West, Suite 7, Cedar City, Utah 84721.**
7. If payment is not received within 30 days of the date payment was due, WATSON, at its option, may suspend its services until all amounts due have been paid in full. Further, it is WATSON's business practice to record a preconstruction lien or construction lien for the full amount unpaid. All amounts owing to WATSON shall accrue interest at 1.5% per month, compounded.
8. CLIENT shall furnish to WATSON all relevant information it possesses for the Project. WATSON may rely on the accuracy and completeness of all information provided by CLIENT. WATSON shall not be required to verify such information and CLIENT agrees to release, indemnify, hold harmless and defend WATSON against any and all claims related directly or indirectly to WATSON's use of such information.
9. All documents and electronic media prepared by WATSON, including but not limited to drawings and specifications, are instruments of WATSON's services, and WATSON retains all intellectual property rights, property rights, and other rights to such instruments. Any reuse of such instruments without WATSON's involvement will be at CLIENT'S sole risk and without liability to WATSON. CLIENT releases and shall indemnify, defend, and hold WATSON harmless from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any reuse of the instruments first requires WATSON's written consent and entitles WATSON to further compensation at rates to be agreed upon.
10. WATSON's total liability to CLIENT for all claims, disputes, and other matters in question arising out of or related to this Agreement or WATSON's services, under any other theory of liability, is limited to the total amount of WATSON's fees received under this Agreement or Ten Thousand Dollars (\$10,000), whichever is greater. Such theories of liability include but are not limited to negligence, professional errors or omissions, strict liability, breach of contract, and breach of warranty. Under no circumstances shall WATSON be liable

to CLIENT for special, consequential, incidental, or penal losses or damages whatsoever. Any applicable statute of limitations or period of repose will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of: (a) the date on which WATSON completes its performance under this Agreement; (b) if WATSON agrees to perform construction observation under this Agreement, the date of substantial completion of the Project; or (c) as otherwise provided by law. Thereafter, CLIENT shall have two (2) years to bring all claims against WATSON, or CLIENT waives such claims.

11. Except for additional services, this Agreement may be modified only by a written agreement signed by WATSON and CLIENT.
12. This Agreement shall be interpreted and enforced according to the laws of the state of Utah and as if drafted equally by WATSON and CLIENT. In the event that any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain valid and binding. This Agreement is the entire integrated agreement between WATSON and CLIENT and supersedes all prior negotiations, representations, or agreements, either written or oral.
13. Hours of operation for WATSON are Monday through Friday, 8 a.m. to 5 p.m. Services of WATSON outside of these normal hours of operation shall entitle WATSON to an additional fee on a time and expense basis, in accordance with the schedule of standard itemized fees.
14. More than four (4) failing nuclear density tests during the course of the Project shall entitle WATSON to an additional fee on a time and expense basis, in accordance with the schedule of standard itemized fees.
15. This Agreement may be terminated by either party upon seven (7) days written notice with opportunity to cure within that period in the event of material failure by the other party to perform its obligations through no fault of the terminating party. In the event of any such termination, CLIENT shall pay WATSON for all fees and expenses through the date of termination, including those associated with such termination.
16. WATSON and CLIENT shall mediate any dispute arising between them, and each agree to pay one half of the costs of the mediation. Disputes not resolved by mediation shall be litigated in the state courts of Iron County, Utah, and the Parties consent to the exclusive personal jurisdiction of such courts. As an express condition precedent to litigation of any claim, dispute, or other controversy between the parties arising out of or in any way related to this Agreement or WATSON's services, CLIENT shall obtain a sworn affidavit containing the written opinion of an independent and reputable design professional, holding the same license as WATSON and practicing the same design discipline as WATSON in Utah, describing in detail how WATSON allegedly failed to meet the standard of care applicable to WATSON's performance.
17. This Agreement is between WATSON and CLIENT. Nothing shall create a contractual relationship with or a cause of action in favor of a third party against WATSON or CLIENT. WATSON shall not be responsible or liable, in whole or in part, for the acts, errors, or omissions of anyone not in privity of contract with or employed by WATSON. This Agreement may not be assigned without the written consent of WATSON and CLIENT.
18. WATSON shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction of the Project. WATSON shall not have control nor charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction, for the acts or omissions of the contractors, subcontractors or any other persons performing any of the construction, or for the failure of any of them to properly carry out the construction.
19. If WATSON provides an estimate pertaining to the Project, such estimate is an opinion of probable quantity and costs and is provided as a guide only. WATSON has no control over the cost of labor and material or competitive bidding and market conditions, and WATSON does not guarantee that such opinion will not vary from contractor bids or actual costs to CLIENT. If CLIENT wishes greater assurance as to the probable construction cost, it shall employ an independent estimator.
20. The CLIENT agrees to pay the 3% transaction fee for all payments using any form of electronic payment method.
21. If the CLIENT terminates, modifies or reduces any portion of WATSON's services under this Agreement, the CLIENT shall indemnify, and hold WATSON & its consultants harmless from & against damages. Losses & judgements arising from claims by the CLIENT or any Third Parties, including reasonable attorney's fees & expenses recoverable under applicable law, related to the services or activities WATSON did not provide or in which WATSON did not participate.





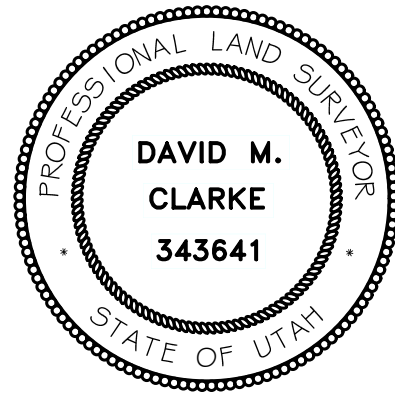
THE ESTATES AT SUNRISE RANCH  
PRELIMINARY PLAT

WITHIN NE 1/4 SECTION 21, TOWNSHIP 35 SOUTH, RANGE 11 WEST,  
SALT LAKE BASE & MERIDIAN, IRON COUNTY, UTAH

SURVEYOR'S CERTIFICATE

I, DAVID M. CLARKE, PROFESSIONAL LAND SURVEYOR NO. 343641, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I HEREBY CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND WILL PLACE MONUMENTS AS REPRESENTED ON THIS PLAT.

DATE:  
DAVID M. CLARKE  
UTAH NO. 343641



BOUNDARY DESCRIPTION

BEGINNING AT NORTHWEST CORNER OF THE SW 1/4 NW 1/4 OF SECTION 21, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SLB#M, THENCE S 89°21'58"E, 1301.47 FEET TO THE WEST RIGHT OF WAY LINE OF 2300 WEST STREET, THENCE S 0°07'00"W, 1168.74 FEET, THENCE N 89°21'58"W, 1293.89 FEET TO THE NORTH-SOUTH 1/4 SECTION LINE OF SAID SECTION 21, THENCE N 00°15'18"W, 1168.83 FEET TO THE POINT OF BEGINNING. CONTAINS 34.82 ACRES OF LAND

OWNER'S CERTIFICATE

CARTER NEVADA TRUST, THE OWNER OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AS SHOWN ON THIS PLAT OF THE ESTATES AT SUNRISE RANCH, DO HEREBY DEDICATE TO THE PERPETUAL USE OF THE PUBLIC ALL STREETS AND EASEMENTS AS INTENDED FOR PUBLIC USE.

ACKNOWLEDGMENT

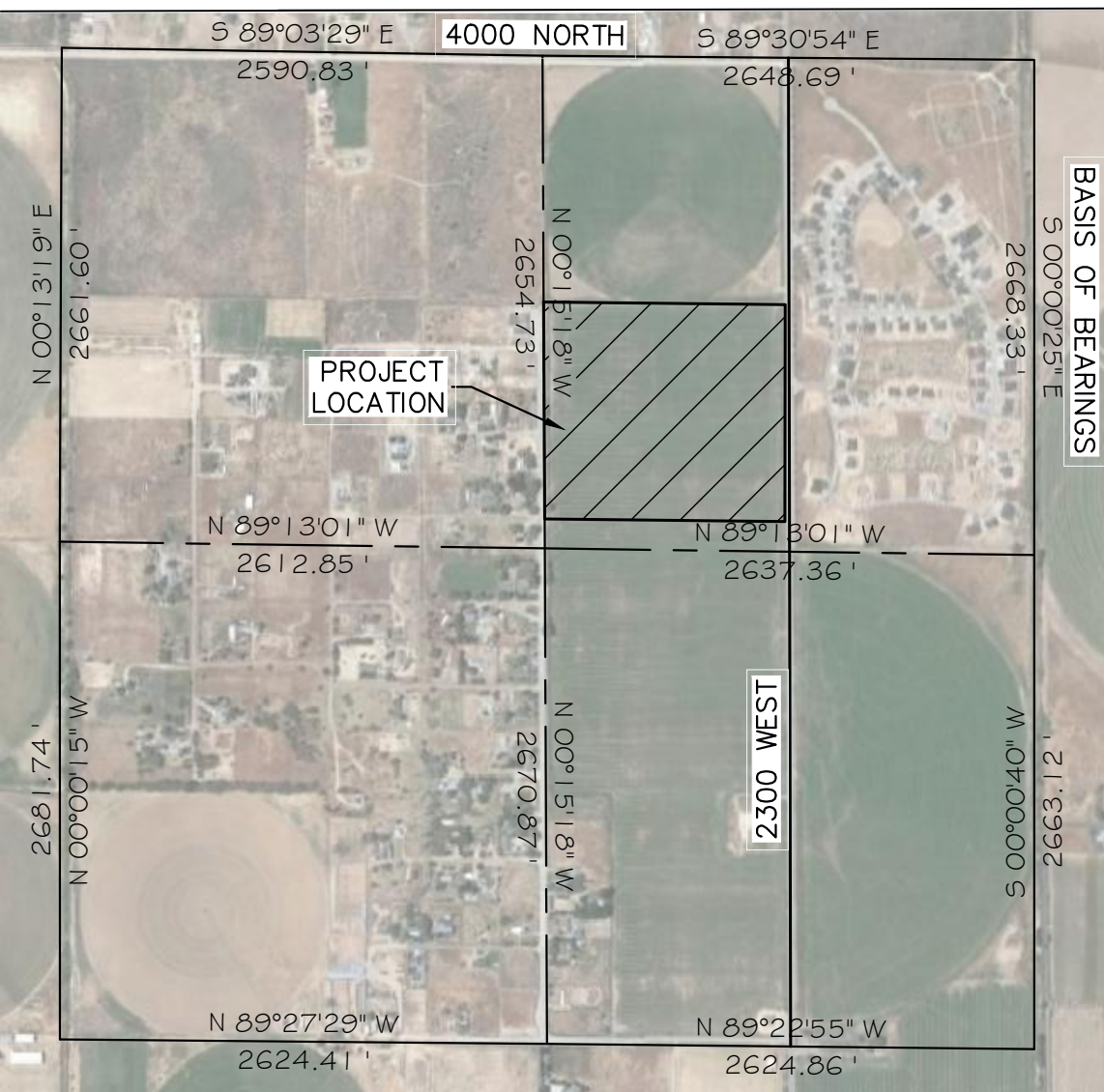
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, I, \_\_\_\_\_, PERSONALLY APPEARED BEFORE ME LARRY E. CARTER, TRUSTEE FOR CARTER NEVADA TRUST, WHO DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE OWNER'S CERTIFICATE FOR SAID TRUST FREELY AND VOLUNTARILY FOR THE PURPOSES STATED THEREIN.

RESIDING IN: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

NOTES

- WATER PROVIDER TO BE CENTRAL IRON COUNTY WATER CONSERVANCY DISTRICT. INFRASTRUCTURE TO BE IN ACCORDANCE WITH CONSERVANCY DISTRICT STANDARDS.
- OWNERS AGREE TO MUNICIPAL ANNEXATION OF THIS SUBDIVISION AT SUCH TIME AS REQUESTED.
- PUBLIC UTILITY EASEMENTS TO BE 15 FEET WIDE IN FRONT AND 7.5 FEET IN REAR AND OTHERWISE AS NOTED.
- PROPERTY IS ZONED R-1/2. REQUIRED SETBACKS: 30 FOOT FRONT, 30 FOOT REAR, AND 10 FOOT SIDES.
- UTILITIES WILL BE INSTALLED UNDERGROUND, INCLUDING POWER, NATURAL GAS, & TELEPHONE/FIBER OPTIC.
- PER IRON COUNTY, UTAH ORDINANCE - 205, EXHIBIT A ITEM #7 FISCAL IMPLICATIONS, THE UNDERSIGNED AGREE NOT TO OPPOSE PARTICIPATION IN THE CREATION OF A SPECIAL SERVICE DISTRICT.
- MINIMUM BUILDING SETBACKS ARE AS SHOWN (SEE LOT 16):  
7.1. FRONT = 30 FEET  
7.2. REAR = 30 FEET  
7.3. SIDES = 10 FEET
- THE SANITARY SEWER MAINS AND LATERALS IN THIS SUBDIVISION DO NOT MEET CEDAR CITY'S STANDARDS FOR DEPTH. BASEMENTS MAY BE RESTRICTED IN THIS SUBDIVISION DUE TO THE SHALLOW SEWER DEPTH. SEWER DEPTHS MUST BE VERIFIED BY THE LOT OWNER PRIOR TO CONSTRUCTION. A LOW PRESSURE SEWER PUMP LINE SHALL BE INSTALLED FOR HOME CONNECTIONS. LIBERTY 2400-SERIES 2 HP PUMP SYSTEM O.A.E. SHALL BE REQUIRED FOR PUMPING HOUSEHOLD SEWER CONNECTIONS.
- THIS SUBDIVISION IS NOT LOCATED IN ANY WELL PROTECTION ZONE.
- TO ENCOURAGE CONSERVATION THE DEVELOPER HAS AGREED TO REDUCE THE AMOUNT OF WATER DEDICATED TO EACH LOT AND RESTRICT THROUGH THE SUBDIVISION COVENANTS, CONDITIONS, AND RESTRICTIONS THE AMOUNT OF SQUARE FOOTAGE OF LIVING TURF.



BREAKDOWN-VICINITY MAP  
SECTION 21  
T 35 S, R 11 W, SLB#M  
SCALE 1" = 1000'

BASIS OF BEARINGS & COORDINATES

ELEVATIONS, BASIS OF BEARINGS, AND BASIS OF COORDINATES ARE PER THE CEDAR CITY ENGINEER'S GPS BASE STATION AND CALIBRATION. BASIS OF BEARINGS IS MORE PARTICULARLY S. 0°00'25" E. ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SLB#M, TO THE EAST 1/4 CORNER OF SAID SECTION 21.

FLOOD ZONE NOTE:

THE SUBDIVISION IS LOCATED IN FLOOD ZONE C, AREA OR MINIMAL FLOODING. SOURCE OF INFORMATION: FLOOD INSURANCE RATE MAP, IRON COUNTY, UTAH (UNINCORPORATED AREAS), COMMUNITY PANEL NO. 490073-0725 B EFFECTIVE DATE: JULY 17, 1986.

IRON COUNTY ATTORNEYS APPROVAL

THIS PRELIMINARY PLAT OF THE ESTATES AT SUNRISE RANCH WAS APPROVED BY ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

IRON COUNTY ATTORNEY

IRON COUNTY ENGINEER'S APPROVAL

THIS PRELIMINARY PLAT OF THE ESTATES AT SUNRISE RANCH WAS APPROVED BY ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

COUNTY ENGINEER

IRON COUNTY PLANNING COMMISSION APPROVAL

THIS PRELIMINARY PLAT OF THE ESTATES AT SUNRISE RANCH WAS APPROVED BY THE IRON COUNTY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

CHAIRPERSON

IRON COUNTY COMMISSION APPROVAL

THIS PRELIMINARY PLAT OF THE ESTATES AT SUNRISE RANCH WAS APPROVED BY THE IRON COUNTY COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

CHAIRPERSON

ATTEST: COUNTY CLERK

VARIATIONS FROM STANDARDS

- NO STREET LIGHTS
- NO CURB AND GUTTER OR SIDEWALK. HOME OWNERS TO RETAIN THEIR OWN STORM WATER RUNOFF AS PART OF THEIR LANDSCAPING.
- PERIMETER FENCING TO BE INSTALLED ALONG 2300 WEST STREET AND THE SOUTH BOUNDARY LINE ONLY.

**PLATT**  
CONSULTING  
CIVIL ENGINEERS  
LAND SURVEYORS  
195 N. 100 E.  
CEDAR CITY, UT 84720  
TEL: (435) 566-6151  
FAX: (435) 566-8567  
EMAIL:  
PLATT@INFOWEST.COM

**OWNER:** CARTER  
NEVADA TRUST,  
LARRY E. CARTER,  
TRUSTEE  
22 INNISBROOK  
LAS VEGAS, NV  
89113  
PH: 702-265-4004

REVISION/	DATE:	DATE:	DATE:	DESCRIPTION

PRELIMINARY PLAT FOR  
**THE ESTATES AT SUNRISE RANCH**  
WITHIN NE 1/4 SECTION 21, T. 35 S., R. 11 W., SLB&M  
IRON COUNTY, UTAH

DRAWN BY:  
D.M. CLARKE  
CHECKED BY:  
R.B. PLATT  
DATE: Mar 10, 2021  
SCALE: 1" = 100'