

## SOUTH WEBER PLANNING COMMISSION AGENDA

Watch Live or at your convenience: <https://www.youtube.com/c/southwebercityut>

PUBLIC NOTICE is hereby given that the Planning Commission of SOUTH WEBER CITY, Utah, will meet in a regular public meeting on Thursday September 14, 2023, in the Council Chambers, 1600 E. South Weber Dr., commencing at 6:00 p.m.

**OPEN** (Agenda items may be moved in order or sequence to meet the needs of the Commission)

1. **Pledge of Allegiance:** Commissioner Losee
2. **Public Comment:** Please respectfully follow these guidelines.
  - a. Individuals may speak once for 3 minutes or less: Do not remark from the audience.
  - b. State your name & city and direct comments to the entire Council (They will not respond).
3. **Approval of Consent Agenda:**
  - a. PC2023-08-16 Minutes

### **ACTION ITEMS**

4. **Public Hearing for Final Plat Amendment & Development Agreement for South Weber Gateway Parcel# 130340068 located at approx. 2350 E South Weber Drive by Applicant: Jacob Toombs of Millcreek Homes**

### **DISCUSSION**

5. South Weber City Code Title 11 State Code Compliance & Development Standards

### **REPORTS**

6. New Business
7. Commission & Staff
8. Adjourn

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder, 1600 East South Weber Drive, South Weber, Utah 84405 (801-479-3177) at least two days prior to the meeting.

THE UNDERSIGNED DULY APPOINTED BUILDING MANAGER FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED, EMAILED, OR POSTED TO: 1. CITY OFFICE BUILDING 2. FAMILY ACTIVITY CENTER 3. CITY WEBSITE [www.southwebercity.com](http://www.southwebercity.com) 4. UTAH PUBLIC NOTICE WEBSITE [www.pmn.utah.gov](http://www.pmn.utah.gov)

**DATE: August 23, 2023**

**BUILDING MANAGER: Kimberli Guill**

# **SOUTH WEBER CITY PLANNING COMMISSION MEETING**

**DATE OF MEETING:** 16 August 2023

**TIME COMMENCED:** 6:13 p.m.

**LOCATION:** South Weber City Office @ 1600 East South Weber Drive, So. Weber, UT

**PRESENT:**

**COMMISSIONERS:**

**Gary Boatright  
Jeremy Davis  
Julie Losee  
Marty McFadden  
Chad Skola**

**CITY ENGINEER:**

**Brandon Jones**

**COMMUNITY SERVICE DIRECTOR:** Trevor Cahoon

**DEVELOPMENT COORDINATOR:** Kimberli Guill

**Minutes:** Michelle Clark

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**ATTENDEES:** Paul Sturm

**Commissioner Davis called the meeting to order and welcomed those in attendance.**

**1. Pledge of Allegiance:** Commissioner McFadden

**2. Public Comment:** Please respectfully follow these guidelines.

- Individuals may speak once for 3 minutes or less: Do not remark from the audience. State your name & city and direct comments to the entire Commission (Commission will not respond).

**Paul Sturm of South Weber City** noted the number of acres for agenda items #4 and #5 are incorrect and should be 5.461 versus 5,461 acres and 8.852 versus 8,852. He also identified a typo in the Development Agreement for Kastle Cove Phase 1.

**3. Approval of Consent Agenda**

- **13 July 2023 Minutes**

**Commissioner Losee moved to approve the consent agenda as amended. Commissioner Boatright seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, Losee, McFadden, and Skola voted aye. The motion carried.**

**ACTION ITEMS:****4. Final Plat for Kastle Cove Phase 1 (11 Lot Residential Subdivision) approximately 5.461 gross acres located at approximately 1050 E Lester Drive for applicant: Layne Kap**

Community Services Director Trevor Cahoon explained it is important to note with Kastle Cove Subdivision that Phase 1 and Phase 2 are not part of the same subdivision. He understands it is confusing, but the developer named them Kastle Cove Phase 1 Subdivision and Kastle Cove Phase 2 Subdivision.

Mr. Cahoon explained Kastle Cove Phase 1 Subdivision does have an administrative development agreement because a portion of this project involves property that is currently in the possession of South Weber City. He noted the Planning Commission has granted approval of the rezone request for Residential Moderate R-M and the Preliminary Plat.

Mr. Cahoon conveyed city staff has reviewed the Final Plat and found lot sizes, widths, and dimensions to be compliant with city code. Brandon Jones City Engineer has reviewed the Final Plat and noted the easements need to be vacated prior to the recording of the Final Plat.

The development agreement outlines the events that must take place once the subdivision, development agreement, rezone, and improvements plans have been approved. This includes a pre-construction meeting, the removal of DeLong's home, the construction of all underground infrastructure, the completion of surface improvements such as asphalt, curb, and gutter, the closing of the north section of 1025 E private road, and the establishment of escrow for the remaining public improvements. Once these steps have been completed, the deed and the plat will be recorded together, with the deed being recorded first. Building permits can then be issued upon the recording of the plat, and the remaining public improvements can be completed. Certificates of occupancy will be issued once the project is fully completed.

Commissioner Losee queried the plat refers to Lester Street and should it be Lester Drive. Brandon Jones City Engineer replied according to the county records the correct name is Lester Street.

**Commissioner McFadden moved to recommend to the City Council the approval of the Final Plat for Kastle Cove Phase 1 (11 Lot Residential Subdivision) approximately 5.461 gross acres located at approximately 1050 E Lester Drive for applicant: Layne Kap. Commissioner Skola seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, Losee, McFadden, and Skola voted aye. The motion carried.**

**5. Final Plat for Kastle Cove Phase 2 (13 Lot Residential Subdivision) approximately 8.852 acres located at approximately 7550 S 1160 E for applicant: Layne Kap**

Community Services Director Trevor Cahoon reported this is a 13-lot subdivision in a Residential Moderate R-M Zone with all lot's size consistent with this zone.

City Engineer Brandon Jones explained Davis & Weber Counties Canal Company (DWC) will be providing secondary water for this subdivision and the city needs a copy of this letter. He suggested the Planning Commission recommend approval to the City Council subject to the city

receiving a copy of the letter. He added this property sits below the Davis & Weber Counties Canal and therefore falls within the sensitive lands area. Upon review of the geotechnical report from Christensen Geotechnical, dated May 31, 2023, he had concerns. However, it has since been updated and complies with city code.

Commissioner Losee requested the acreage correction from 8,852 to 8.852 acres. She questioned if there is a need for a development agreement for this subdivision. Mr. Cahoon replied there is no need for a development agreement for this subdivision.

**Commissioner Skola moved to recommend to the City Council the approval of the Final Plat for Kastle Cove Phase 2 (13 Lot Residential Subdivision) approximately 8.852 acres located at approximately 7550 S 1160 E for applicant: Layne Kap with the condition the city receives the secondary water letter from DWC. Commissioner McFadden seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, Losee, McFadden, and Skola voted aye. The motion carried.**

#### **6. New Business (None)**

#### **7. Commission & Staff**

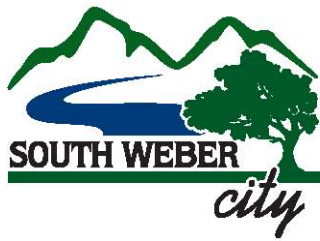
**Community Services Director Trevor Cahoon:** reported all Planning Commission members are registered for the American Planners Association Conference on Sept 28<sup>th</sup> & 29<sup>th</sup>. In October the Planning Commission will be amending Title 11 to make sure it follows state code.

**8. ADJOURN:** Commissioner Losee moved to adjourn the Planning Commission meeting at 6:44 p.m. Commissioner Boatright seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, Losee, McFadden, and Skola voted aye. The motion carried.

**APPROVED:** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Chairperson: Jeremy Davis**

\_\_\_\_\_  
**Transcriber: Michelle Clark**

**Attest:** \_\_\_\_\_ **Development Coordinator: Kimberli Guill**



## 4 South Weber Gateway Final Plat Amendment PLANNING MEMORANDUM

1600 E. South Weber Drive  
South Weber, UT 84405

www.southwebercity.com

801-479-3177  
FAX 801-479-0066

To: Planning Commission  
From: Trevor Cahoon, Community Services Director  
Re: South Weber Gateway Development – Amendment

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Project Information	
<b>Project Name</b>	South Weber Gateway
<b>Site Location</b>	Approx. 2300 E South Weber Dr
<b>Tax ID Number</b>	13-034-0068
<b>Applicant</b>	Jacob Toombs
<b>Owner</b>	Poll Heritage Farms Development Management LLC
<b>Proposed Actions</b>	Final Subdivision Amendment and Development Agreement Amendment
<b>Current Zoning</b>	R-5 SG & C-H
<b>General Plan Land Use Classification</b>	Commercial Highway with Development Agreement
<b>Gross Site</b>	11.64 Acres

### ACTION

Administrative Action: Final Platt Amendment for creating for sell units (PUD Plat).

Legislative Action: Development Agreement Amendment for Garage Widths.

### BACKGROUND

South Weber Gateway has submitted an application to re-plat the currently approved Plat Based on the requirements of the new zoning for the development. This request to replat is part of the development from the original approval. This request is to create individual townhome lots (PUD Plat) for a for sale project. The area was rezoned to R-5 SG and all building locations comply with the requirements of the zone.

The main areas of concern for the project were the setbacks between the building and the distance from the road. Engineering has looked at any impact that shifting these buildings would have for the base of the hill side and found that they would be able to be shifted to accommodate the requirements of the zone. The developer is currently updating the improvement plans for the development, staff was comfortable in them proceeding with the plat amendment as the improvement plans are an administrative action approved by the City Engineer.

The developer is requesting a development agreement amendment to adjust the garage size requirements in the SG overlay to their development. They cite because the code requires a 25-foot setback from the road this provides ample parking space for large vehicles and so the concern of larger garages is assuaged because of the excess parking area provided for each unit. Staff would recommend

the approval of the development agreement revision regarding garage widths as they are able to accommodate large vehicles on the parking available in the driveways and is consistent with a recent approval for a similar request for the same reasons with the Deer Run Townhomes.

The developer is also requesting an amendment for the phasing of the project due to the slow movement of the commercial properties in the market. They are concerned that there will be vacant buildings that will not be filled for some time. Staff understands the argument, however, the council in the previous discussions about the project were adamant that there needs to be substantial development in the commercial spaces. The request was included so the Planning Commission could advise the City Council whether this request should be granted.

#### **PLANNING CODE REVIEW**

PL-1: Zoning

- **Complete:** The rezone was completed with the code amendments.

PL-2: Project Size

- **Complete:** The Project totals 11.64 Acres split into two different zones.
  - 2.6 Acres is commercial.
  - 9.04 Acres is R-7 this meets the acreage allowed to be zoned R-7.

PL-3: Lot Area/Density

- **R-7 - Complete**
  - There are no minimum lot area requirements for a townhome use.
  - Current density calculations are 6.58 units per acre. This meets code.
- **C-H - Complete**
  - There are no minimum lot area requirements.
  - There is no density requirements.

PL-4: Lot Width

- **R-7 - Complete**
  - Lot widths are required to be 24'. All lots comply with this provision.
- **C-H - Complete**
  - No minimum width required.

PL-5: Setbacks

- **R-7 - Complete**
  - Setback needs to be 25' from ROW on the front, 12' between buildings, 20' on corner lots from the road, and 15' from the rear. All buildings comply.
- **C-H - Complete**
  - The Commercial complies with setback requirements.

PL-6: Access

- **Complete:** Access has been reviewed with UDOT and they have expressed approval for the project's access provided there are dedicated right-turn lanes provided. A new traffic study was not necessary.

PL-7: Roads

- **Complete.** All private roads meet the provisions of the code.

PL-8: Landscaping

- R-7 – **Complete.**
  - Landscaping plans have not changed since the original request.
- C-H – **Complete.**
  - Landscaping plans have not changed since the original request.

PL-9: Open Space

- R-7 - **Complete**
  - Multi-family dwellings shall provide usable functional open space for outdoor leisure in the
    - Eight hundred (800) square feet per unit for one- and two- family dwellings.
    - Six hundred (600) square feet per unit for three- and four- family dwellings; and
    - An additional four hundred (400) square feet per dwelling unit for each additional unit over four (4).
      - Total square footage needed would be 38,000 for the 62 units.
  - Total open space for the project is 137,977 sq ft.
- C-H - **Complete**
  - No open space required.

PL-10: Outdoor Storage Space

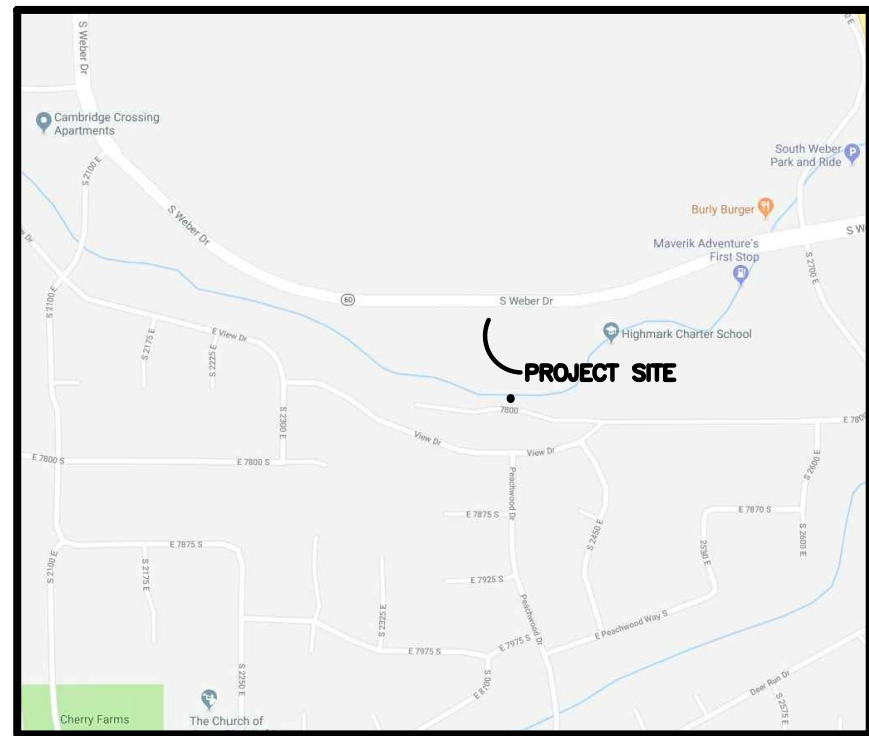
- R-7 - **Complete**
  - Three-family, four-family, and multi- family dwellings shall provide enclosed outside storage space of at least thirty (30) square feet for each dwelling unit.
- C-H - **Complete**
  - None required.



SHEET 1 OF 1

# SOUTH WEBER GATEWAY COMMERCIAL SUBDIVISION

PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY  
CITY OF SOUTH WEBER, DAVIS COUNTY, UTAH  
AUGUST, 2023



VICINITY MAP  
NOT TO SCALE

## BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS PLAT IS THE SECTION LINE BETWEEN THE CENTER AND THE EAST QUARTER CORNER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, SHOWN HEREON AS: S89°53'29"E (S89°32'25"E NAD83)

## NARRATIVE

THE BOUNDARY WAS DETERMINED BY DEED AND ADJACENT SUBDIVISIONS. THE EAST LINE WAS PLACED ALONG THE DEED LINE PER THE TITLE REPORT FOR THE SUBJECT PARCEL. MOST OF THE FENCING ALONG THIS LINE DOES NOT APPEAR TO BE BOUNDARY FENCING, BUT MORE FENCE OF CONVENIENCE OR NOT ANCIENT. ALL PROPERTY CORNERS WERE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE AND ASSOCIATES".

## NOTE

1. FIRE HYDRANTS SHALL BE ANNUALLY MAINTAINED AND A 5-YEAR FLOW TEST SHALL BE PERFORMED IN ACCORDANCE WITH NFPA 24 AND 25.

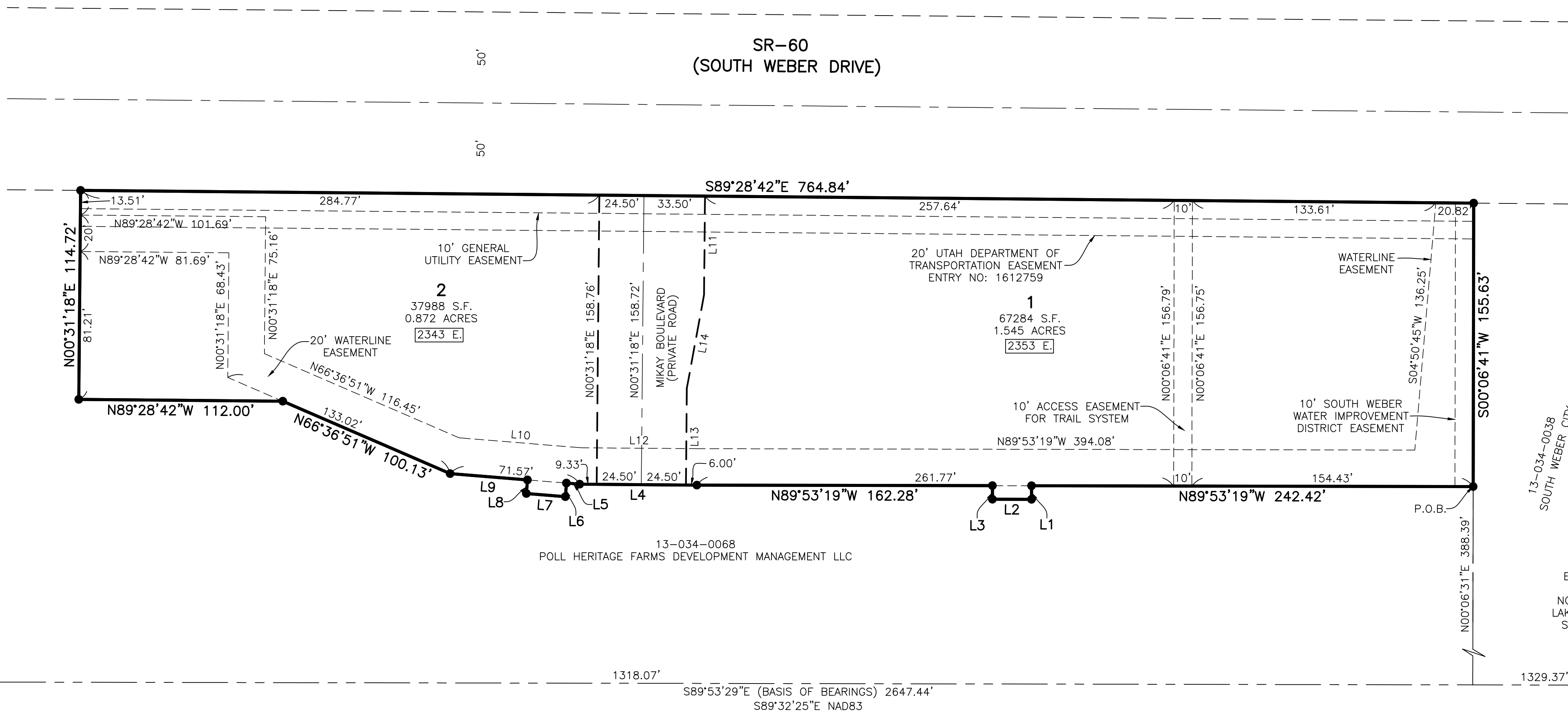
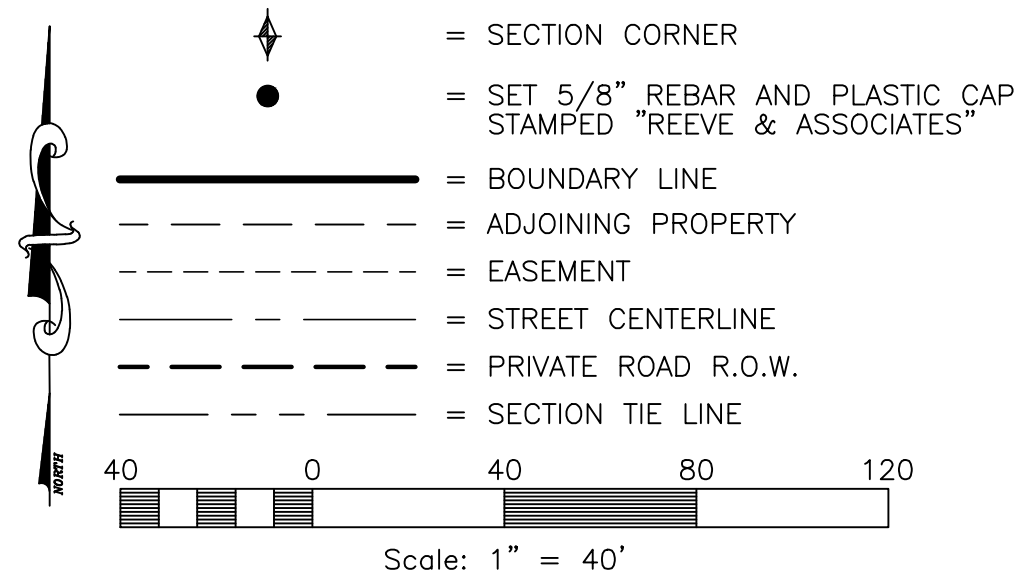
## BOUNDARY DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING 1318.07 FEET SOUTH 89°53'29" EAST AND 388.39 FEET N00°06'31"E FROM THE CENTER OF SAID SECTION 35 (CENTER BEING NORTH 89°53'29" WEST 2647.44 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 35); THENCE NORTH 89°53'19" WEST 242.42 FEET; THENCE SOUTH 00°02'18" WEST 7.44 FEET; THENCE NORTH 89°57'42" WEST 21.50 FEET; THENCE NORTH 00°02'18" EAST 7.47 FEET; THENCE NORTH 89°53'19" WEST 162.28 FEET; THENCE NORTH 89°33'34" WEST 64.33 FEET; THENCE NORTH 85°20'45" WEST 7.28 FEET; THENCE SOUTH 04°39'15" WEST 7.47 FEET; THENCE NORTH 85°20'45" WEST 21.50 FEET; THENCE NORTH 04°39'15" EAST 7.47 FEET; THENCE NORTH 85°20'45" WEST 42.60 FEET; THENCE NORTH 66°36'51" WEST 100.13 FEET; THENCE NORTH 89°28'42" WEST 112.00 FEET; THENCE NORTH 00°31'18" EAST 114.72 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH WEBER DRIVE; THENCE SOUTH 89°28'42" EAST 764.84 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 00°06'41" WEST 155.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 113,768 SQUARE FEET OR 2.612 ACRES.

## LEGEND



CENTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. FOUND BRASS CAP MONUMENT

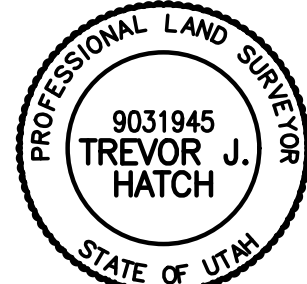
## SURVEYOR'S CERTIFICATE

I, **TREVOR J. HATCH**, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND 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 HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF **SOUTH WEBER GATEWAY COMMERCIAL SUBDIVISION** IN **SOUTH WEBER CITY, DAVIS COUNTY, UTAH**, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE **DAVIS COUNTY** RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF **SOUTH WEBER CITY, DAVIS COUNTY** CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

9031945

UTAH LICENSE NUMBER



## OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO TWO LOTS AND A PRIVATE ROAD AS SHOWN ON THE PLAT AND NAME SAID TRACT **SOUTH WEBER GATEWAY COMMERCIAL SUBDIVISION**, AND DEDICATE TO SOUTH WEBER THOSE CERTAIN STRIPS AS EASEMENTS FOR GENERAL UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF GENERAL UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY SOUTH WEBER CITY WITH NO BUILDINGS OR STRUCTURES BEING ERRECTED WITHIN ANY EASEMENT DESCRIBED HEREON AND DO HEREBY DEDICATE A 10' EASEMENT SHOWN HEREON TO SOUTH WEBER IMPROVEMENT DISTRICT AND DO HEREBY DEDICATE A 10' ACCESS EASEMENT FOR A TRAIL SYSTEM SHOWN HEREON TO SOUTH WEBER CITY AND DO HEREBY DEDICATE A PRIVATE ROAD TO THE HOA AND DO HEREBY DEDICATE A 20' WATERLINE EASEMENT AS SHOWN HEREON TO THE LOTS OWNERS, THEIR HEIRS AND ASSIGNS, TO BE OWNED AND MAINTAINED BY THE HOA.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

POLL HERITAGE FARMS DEVELOPMENT MANAGEMENT LLC

NAME/TITLE

DATE

## ACKNOWLEDGMENT

STATE OF UTAH )  
COUNTY OF \_\_\_\_\_ )

ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_,  
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC,  
(AND) \_\_\_\_\_ BEING BY ME DULY SWORN,  
ACKNOWLEDGED TO ME THEY ARE \_\_\_\_\_ OF  
SAID LLC AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND  
CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID LLC FOR  
THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

RESIDING IN \_\_\_\_\_ COUNTY, \_\_\_\_\_

## LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°02'18"W	7.44'
L2	N89°57'42"W	21.50'
L3	N00°02'18"E	7.47'
L4	N89°33'34"W	64.33'
L5	N85°20'45"W	7.47'
L6	S04°39'15"W	7.47'
L7	N85°20'45"W	21.50'
L8	N04°39'15"E	7.47'
L9	N85°20'45"W	42.60'
L10	N85°20'45"W	67.34'
L11	N00°31'18"E	54.13'
L12	N89°33'34"W	63.53'
L13	N00°31'18"E	53.13'
L14	N10°26'52"E	52.21'

EAST QUARTER CORNER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. FOUND BRASS CAP MONUMENT

## PROJECT INFORMATION

Surveyor: **T. HATCH**  
Project Name: **S. WEBER GATEWAY COM. SUBD.**  
Designer: **N. ANDERSON**  
Begin Date: **7-5-2023**  
Number: **7152-05**  
Scale: **1"=40'**  
Revision: \_\_\_\_\_  
Checked: \_\_\_\_\_

## DAVIS COUNTY RECORDER

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
\_\_\_\_\_ FILED FOR RECORD  
AND RECORDED, \_\_\_\_\_ AT  
\_\_\_\_\_ IN BOOK \_\_\_\_\_ OF  
THE OFFICIAL RECORDS, PAGE \_\_\_\_\_

RECORDED FOR:

DAVIS COUNTY RECORDER

DEPUTY,

## SOUTH WEBER CITY PLANNING COMMISSION

APPROVED BY THE SOUTH WEBER PLANNING COMMISSION ON  
THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

## SOUTH WEBER CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

SOUTH WEBER CITY ENGINEER

DATE

## SOUTH WEBER CITY COUNCIL

PRESENTED TO THE SOUTH WEBER CITY COUNCIL THIS  
THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, AT  
WHICH TIME THIS SUBDIVISION WAS APPROVED AND  
ACCEPTED.

SOUTH WEBER CITY MAYOR

CITY RECORDER

## SOUTH WEBER CITY ATTORNEY

APPROVED BY THE SOUTH WEBER CITY ATTORNEY  
THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

SOUTH WEBER CITY ATTORNEY



**Reeve & Associates, Inc.**

9140 S 1500 W, RENO, UTAH 84405  
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com  
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS  
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS



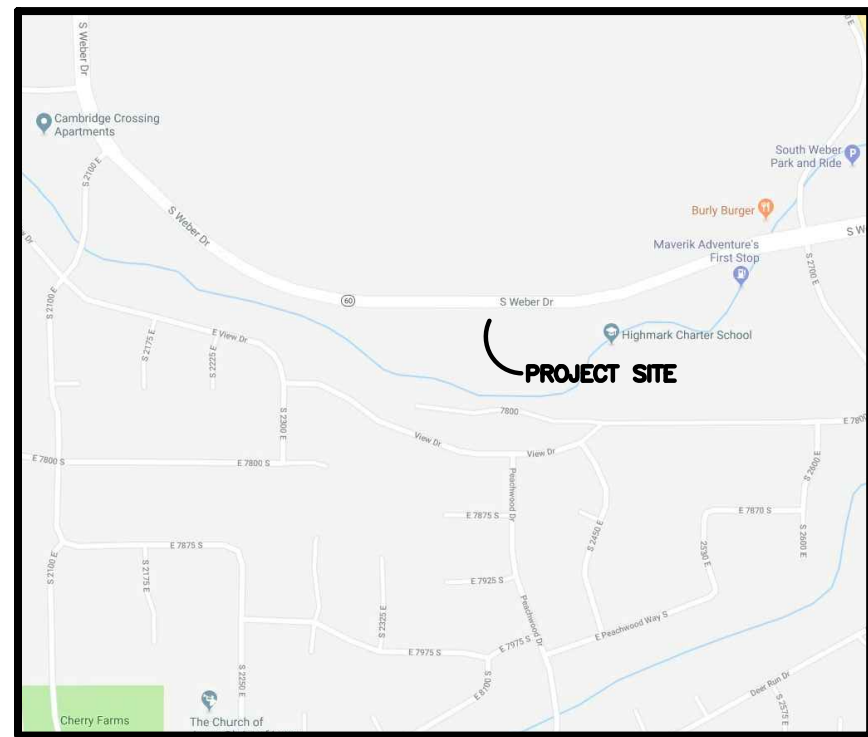
**SHEET 1 OF 1 SOUTH WEBER GATEWAY P.U.D. SUBDIVISION PHASE 1**

PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY  
CITY OF SOUTH WEBER, DAVIS COUNTY, UTAH  
AUGUST, 2023

SR-60  
(SOUTH WEBER DRIVE)

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N85°20'45"W	14.16'
L2	S00°02'18"W	7.47'
L3	S89°57'42"E	21.50'
L4	N00°02'18"E	7.44'
L5	S00°06'41"W	36.55'
L6	S00°06'41"W	44.47'
L7	S00°06'41"W	44.01'
L8	S00°06'41"W	49.95'
L9	N89°53'19"W	49.50'
L10	N89°53'19"W	49.50'
L11	S00°06'41"W	21.31'
L12	S00°06'41"W	21.31'
L13	N89°53'19"W	21.90'
L14	N89°53'19"W	21.90'
L15	N89°53'19"W	21.89'
L16	N89°53'19"W	21.89'
L17	S00°06'41"W	44.50'
L18	S00°06'41"W	44.50'
L19	S04°39'15"W	49.50'
L20	S04°39'15"W	49.50'
L21	S04°39'15"W	49.50'
L22	S04°39'15"W	49.50'
L23	S04°39'15"W	42.00'
L24	S04°39'15"W	42.00'
L25	S89°53'19"E	42.00'
L26	N89°53'19"W	42.00'
L27	N89°53'19"W	42.00'
L28	S89°53'19"E	42.00'
L29	N04°39'15"E	42.00'
L30	N04°39'15"E	42.00'
L31	S85°20'45"E	24.56'
L32	S00°06'41"W	1.81'
L33	N89°53'19"W	44.98'
L34	S00°06'41"W	112.14'
L35	S19°35'56"W	39.25'
L36	S00°06'41"W	123.96'
L37	S82°52'39"E	113.60'
L38	S77°25'57"W	26.08'
L39	S81°23'58"E	57.75'
L40	N86°46'38"E	7.52'
L41	S79°54'46"E	14.41'
L42	S00°06'41"W	1.81'
L43	N89°53'19"W	34.98'
L44	S00°06'41"W	103.88'
L45	S19°35'56"W	39.25'
L46	S00°06'41"W	122.25'
L47	S82°52'39"E	113.60'
L48	S77°25'57"W	26.08'
L49	S81°23'58"E	57.75'
L50	N86°46'38"E	7.52'
L51	S79°54'46"E	12.65'
L52	N00°06'41"E	75.00'

**VICINITY MAP**  
NOT TO SCALE**LEGEND**

- = SECTION CORNER
  - = SET 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
  - = BOUNDARY LINE
  - = ADJOINING PROPERTY
  - = EASEMENT
  - = STREET CENTERLINE
  - = PRIVATE ROAD R.O.W.
  - = SECTION TIE LINE
  - = PRIVATE UNITS
  - = LIMITED COMMON AREA  
17124 S.F. OR 0.393 ACRES
  - = COMMON AREA  
134518 S.F. OR 3.088 ACRES
- Scale: 1" = 40'

**BOUNDARY DESCRIPTION**

PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING 861.74 FEET SOUTH 89°53'29" EAST FROM THE CENTER OF SAID SECTION 35 (CENTER BEING NORTH 89°53'29" WEST 2647.44 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 35); THENCE NORTH 20°47'47" EAST 70.49 FEET; THENCE NORTH 84°30'00" WEST 52.19 FEET; THENCE NORTH 04°39'15" EAST 194.48 FEET; THENCE NORTH 85°20'45" WEST 14.16 FEET; THENCE NORTH 00°31'18" EAST 122.89 FEET THENCE SOUTH 89°33'34" EAST 55.00 FEET; THENCE SOUTH 89°53'19" EAST 162.28 FEET; THENCE SOUTH 00°02'18" WEST 7.47 FEET; THENCE SOUTH 89°57'42" EAST 21.50 FEET; THENCE NORTH 00°02'18" EAST 7.44 FEET; THENCE SOUTH 89°53'19" EAST 242.42 FEET; THENCE SOUTH 00°06'41" WEST 388.39 FEET TO THE SECTION LINE; THENCE NORTH 89°53'29" WEST 456.31 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

CONTAINING 183,142 SQUARE FEET OR 4.204 ACRES.

**NOTES**

- FIRE HYDRANTS SHALL BE ANNUALLY MAINTAINED AND A 5-YEAR FLOW TEST SHALL BE PERFORMED IN ACCORDANCE WITH NFPA 24 AND 25.
- ALL AREA NOT LABELED AS LIMITED COMMON OR PRIVATE UNITS IS CONSIDERED COMMON AREA.
- ALL COMMON AREA IS CONSIDERED PUBLIC UTILITY EASEMENT.

**BASIS OF BEARINGS**

THE BASIS OF BEARING FOR THIS PLAT IS THE SECTION LINE BETWEEN THE CENTER AND THE EAST QUARTER CORNER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, SHOWN HEREON AS: S89°53'29"E (S89°32'25"E NAD83)

**NARRATIVE**

THE BOUNDARY WAS DETERMINED BY DEED AND ADJACENT SUBDIVISIONS. THE EAST LINE WAS PLACED ALONG THE DEED LINE PER THE TITLE REPORT FOR THE SUBJECT PARCEL. MOST OF THE FENCING ALONG THIS LINE DOES NOT APPEAR TO BE BOUNDARY FENCING, BUT MORE FENCE OF CONVENIENCE OR NOT ANCIENT. ALL PROPERTY CORNERS WERE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE AND ASSOCIATES".

EAST QUARTER CORNER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. FOUND BRASS CAP MONUMENT

**SOUTH WEBER CITY PLANNING COMMISSION**

APPROVED BY THE SOUTH WEBER PLANNING COMMISSION ON  
THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

**SOUTH WEBER CITY ENGINEER**

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

SOUTH WEBER CITY ENGINEER

DATE

**SOUTH WEBER CITY COUNCIL**

PRESENTED TO THE SOUTH WEBER CITY COUNCIL THIS  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT  
WHICH TIME THIS SUBDIVISION WAS APPROVED AND  
ACCEPTED.

SOUTH WEBER CITY MAYOR

ATTEST:

CITY RECORDER

**SOUTH WEBER CITY ATTORNEY**

APPROVED BY THE SOUTH WEBER CITY ATTORNEY  
THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

SOUTH WEBER CITY ATTORNEY

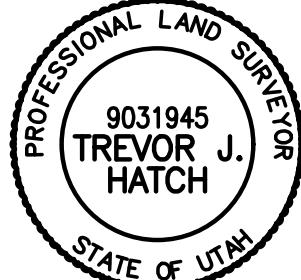
**SURVEYOR'S CERTIFICATE**

I, **TREVOR J. HATCH**, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND 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 HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF **SOUTH WEBER GATEWAY P.U.D. SUBDIVISION PHASE 1** IN **SOUTH WEBER CITY, DAVIS COUNTY, UTAH**, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE **DAVIS COUNTY** RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF **SOUTH WEBER CITY, DAVIS COUNTY** CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

9031945

UTAH LICENSE NUMBER

**OWNERS DEDICATION AND CERTIFICATION**

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE INTO UNITS AND PRIVATE ROADS AS SHOWN ON THE PLAT AND NAME SAID TRACT **SOUTH WEBER GATEWAY P.U.D. SUBDIVISION PHASE 1**, AND DEDICATE TO SOUTH WEBER THOSE CERTAIN STRIPS AS EASEMENTS FOR GENERAL UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF GENERAL UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY SOUTH WEBER CITY WITH NO BUILDINGS OR STRUCTURES BEING ERRECTED WITHIN ANY EASEMENT DESCRIBED HEREON AND DO HEREBY DEDICATE A 10' EASEMENT SHOWN HEREON TO SOUTH WEBER IMPROVEMENT DISTRICT AND DO HEREBY DEDICATE A 10' ACCESS EASEMENT FOR A TRAIL SYSTEM SHOWN HEREON TO SOUTH WEBER CITY AND DO HEREBY DEDICATE ALL PRIVATE ROADS AND COMMON AREA AS PUBLIC UTILITY EASEMENT.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

POLL HERITAGE FARMS DEVELOPMENT MANAGEMENT LLC

NAME/TITLE

DATE

**ACKNOWLEDGMENT**

STATE OF UTAH )  
COUNTY OF \_\_\_\_\_ )

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC,  
(AND) \_\_\_\_\_ BEING BY ME DULY SWORN,  
ACKNOWLEDGED TO ME THEY ARE \_\_\_\_\_ OF  
SAID LLC AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND  
CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID LLC FOR  
THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

RESIDING IN \_\_\_\_\_ COUNTY, \_\_\_\_\_

**CURVE TABLE**

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	8.00'	12.57'	11.31'	8.00'	S45°06'41"W	90°00'00"
C2	22.00'	31.87'	29.15'	19.46'	S41°22'59"E	82°59'21"
C3	3.00'	8.39'	5.91'	17.29'	S02°43'21"E	160°18'36"
C4	17.00'	47.13'	33.42'	90.98'	S01°59'00"E	158°49'55"
C5	107.00'	22.08'	22.04'	11.08'	S87°18'40"E	11°49'25"
C6	93.00'	21.60'	21.56'	10.85'	S86°34'04"E	13°18'36"
C7	18.00'	28.27'	25.46'	18.00'	S45°06'41"W	90°00'00"
C8	12.00'	17.38'	15.90'	10.61'	S41°22'59"E	82°59'21"
C9	13.00'	36.37'	25.62'	74.91'	S02°43'21"E	160°18'36"
C10	7.00'	19.40'	13.76'	37.46'	S01°59'00"E	158°49'55"
C11	97.00'	20.02'	19.98'	10.04'	S87°18'40"E	11°49'25"
C12	103.00'	23.93'	23.87'	12.02'	S86°34'04"E	13°18'36"

**PROJECT INFORMATION**

Surveyor: **T. HATCH**  
Designer: **N. ANDERSON**  
Begin Date: **7-6-2023**  
Project Name: **S.W. GATEWAY P.U.D. SUBD. PH. 1**  
Number: **7152-05**  
Scale: **1"=40'**  
Revision: \_\_\_\_\_  
Checked: \_\_\_\_\_

**DAVIS COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_ FEE PAID  
\_\_\_\_\_ FILED FOR RECORD  
AND RECORDED, \_\_\_\_\_ AT  
\_\_\_\_\_ IN BOOK \_\_\_\_\_ OF  
THE OFFICIAL RECORDS, PAGE \_\_\_\_\_

RECORDED FOR:

DAVIS COUNTY RECORDER

DEPUTY,

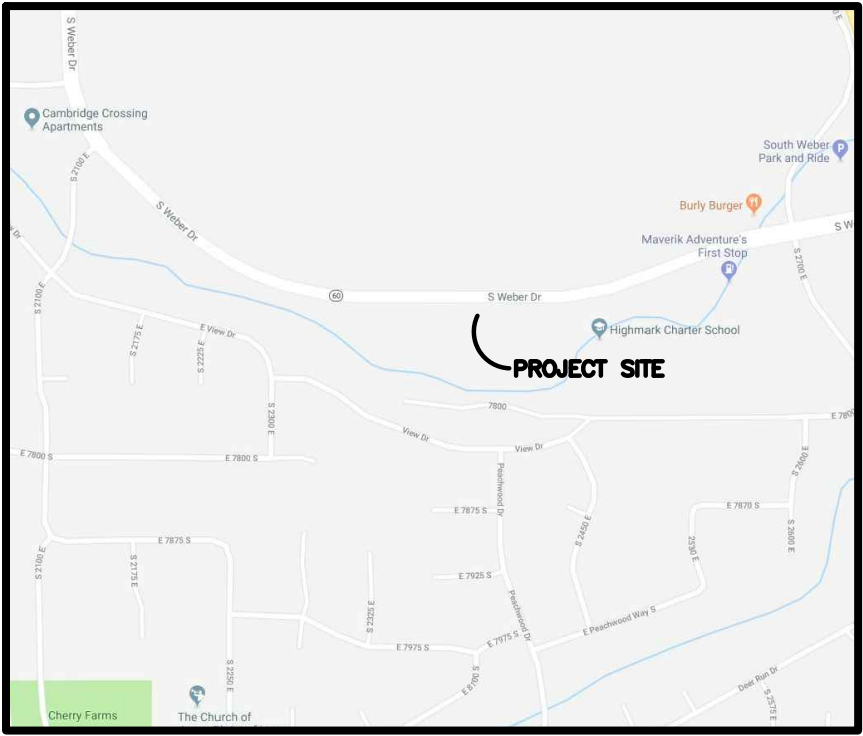




SHEET 1 OF 2

# SOUTH WEBER GATEWAY P.U.D. SUBDIVISION PHASE 2

PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY  
CITY OF SOUTH WEBER, DAVIS COUNTY, UTAH  
AUGUST, 2023



VICINITY MAP  
NOT TO SCALE

## NOTES

- FIRE HYDRANTS SHALL BE ANNUALLY MAINTAINED AND A 5-YEAR FLOW TEST SHALL BE PERFORMED IN ACCORDANCE WITH NFPA 24 AND 25.
- ALL AREA NOT LABELED AS LIMITED COMMON OR PRIVATE UNITS IS CONSIDERED COMMON AREA.
- ALL COMMON AREA IS CONSIDERED PUBLIC UTILITY EASEMENT.

## BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS PLAT IS THE SECTION LINE BETWEEN THE CENTER AND THE EAST QUARTER CORNER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, SHOWN HEREON AS: S89°53'29"E (S89°32'25"E NAD83)

## NARRATIVE

THE BOUNDARY WAS DETERMINED BY DEED AND ADJACENT SUBDIVISIONS. THE EAST LINE WAS PLACED ALONG THE DEED LINE PER THE TITLE REPORT FOR THE SUBJECT PARCEL. MOST OF THE FENCING ALONG THIS LINE DOES NOT APPEAR TO BE BOUNDARY FENCING, BUT MORE FENCE OF CONVENIENCE OR NOT ANCIENT. ALL PROPERTY CORNERS WERE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE AND ASSOCIATES".

## BOUNDARY DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING 834.68 FEET SOUTH 89°53'29" EAST AND 70.85 FEET NORTH 00°06'31" EAST FROM THE CENTER OF SAID SECTION 35 (CENTER BEING NORTH 89°53'29" WEST 2647.44 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 35); THENCE NORTH 84°30'00" WEST 56.96 FEET; THENCE NORTH 82°15'00" WEST 102.46 FEET; THENCE SOUTH 20°47'47" WEST 6.00 FEET; THENCE NORTH 65°50'02" WEST 176.78 FEET; THENCE NORTH 53°09'46" WEST 82.36 FEET; THENCE NORTH 52°25'32" WEST 101.91 FEET; THENCE NORTH 46°43'51" WEST 137.58 FEET; THENCE NORTH 47°12'09" WEST 328.07 FEET; THENCE NORTH 00°09'16" EAST 34.93 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH WEBER DRIVE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1355.32 FEET, AN ARC LENGTH OF 423.56 FEET, A DELTA ANGLE OF 17°54'21", A CHORD BEARING OF SOUTH 80°31'31" EAST, AND A CHORD LENGTH OF 421.84 FEET; AND (2) SOUTH 89°28'42" EAST 112.53 FEET; THENCE SOUTH 00°31'18" WEST 114.72 FEET; THENCE SOUTH 89°28'42" EAST 112.00 FEET; THENCE SOUTH 66°36'51" EAST 100.13 FEET; THENCE SOUTH 85°20'45" EAST 42.60 FEET; THENCE SOUTH 04°39'15" WEST 7.47 FEET; THENCE SOUTH 85°20'45" EAST 21.50 FEET; THENCE NORTH 04°39'15" EAST 7.47 FEET; THENCE SOUTH 85°20'45" EAST 7.28 FEET; THENCE SOUTH 89°33'34" EAST 9.33 FEET TO THE WESTERLY LINE OF SOUTH WEBER GATEWAY P.U.D. SUBDIVISION PHASE 1; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING THREE (3) COURSES: (1) SOUTH 00°31'18" WEST 122.89 FEET; (2) SOUTH 85°20'45" EAST 14.16 FEET; AND (3) SOUTH 04°39'15" WEST 194.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 210,272 SQUARE FEET OR 4.827 ACRES.

## LINE TABLE

LINE	BEARING	DISTANCE
L1	S20°47'47"W	6.00'
L2	N00°09'16"E	34.93'
L3	S85°20'45"E	42.60'
L4	S04°39'15"W	7.47'
L5	S85°20'45"E	21.50'
L6	N04°39'15"E	7.47'
L7	S85°20'45"E	7.28'
L8	S89°33'34"E	9.33'
L9	S85°20'45"E	14.16'
L10	N00°31'18"E	50.00'
L11	S89°28'42"E	42.00'
L12	N48°29'20"E	42.00'
L13	N26°09'36"E	42.00'
L14	N23°23'09"E	42.00'
L15	N23°23'09"E	42.00'
L16	N04°39'15"E	42.00'
L17	N23°23'09"E	42.00'
L18	N07°40'54"E	42.00'
L19	S04°35'52"W	38.43'
L20	S02°52'21"W	36.07'
L21	S23°23'09"W	28.00'
L22	N89°28'42"W	20.00'
L23	N89°28'42"W	25.23'
L24	N85°20'45"W	7.50'
L25	N00°31'18"E	30.18'
L26	N00°31'18"E	30.18'
L27	S89°28'42"E	42.00'
L28	S00°31'18"W	28.60'

## CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	1355.32'	423.56'	421.84'	213.52'	S80°31'31"E	17°54'21"
C2	1355.32'	327.14'	326.35'	164.37'	S78°29'14"E	13°49'47"
C3	1355.32'	40.81'	40.81'	20.41'	S86°15'53"E	1°43'31"
C4	1355.32'	7.57'	7.57'	3.79'	S89°19'06"E	0°19'12"
C5	200.00'	65.39'	65.09'	32.99'	N75°58'48"W	18°43'54"
C6	100.00'	117.17'	110.59'	66.36'	N33°02'46"W	67°08'09"
C7	1355.32'	23.53'	23.53'	11.77'	S87°37'30"E	0°59'41"
C8	1355.32'	24.50'	24.50'	12.25'	S88°38'25"E	1°02'09"

### SOUTH WEBER CITY PLANNING COMMISSION

APPROVED BY THE SOUTH WEBER PLANNING COMMISSION ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

### SOUTH WEBER CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

SOUTH WEBER CITY ENGINEER

DATE

### SOUTH WEBER CITY COUNCIL

PRESENTED TO THE SOUTH WEBER CITY COUNCIL THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

SOUTH WEBER CITY MAYOR

ATTEST:  
CITY RECORDER

### SOUTH WEBER CITY ATTORNEY

APPROVED BY THE SOUTH WEBER CITY ATTORNEY THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

SOUTH WEBER CITY ATTORNEY

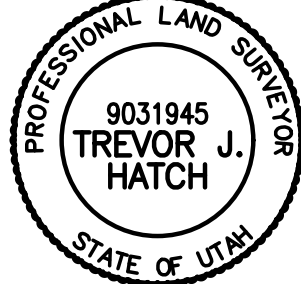
### SURVEYOR'S CERTIFICATE

I, **TREVOR J. HATCH**, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND 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 HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF **SOUTH WEBER GATEWAY P.U.D. SUBDIVISION PHASE 2** IN **SOUTH WEBER CITY, DAVIS COUNTY, UTAH**, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE **DAVIS COUNTY** RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF **SOUTH WEBER CITY, DAVIS COUNTY** CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

9031945

UTAH LICENSE NUMBER



### OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE INTO UNITS AND PRIVATE ROADS AS SHOWN ON THE PLAT AND NAME SAID TRACT **SOUTH WEBER GATEWAY P.U.D. SUBDIVISION PHASE 2**, AND DEDICATE TO SOUTH WEBER THOSE CERTAIN STRIPS AS EASEMENTS FOR GENERAL UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF GENERAL UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY SOUTH WEBER CITY WITH NO BUILDINGS OR STRUCTURES BEING ERRECTED WITHIN ANY EASEMENT DESCRIBED HEREON AND DO HEREBY DEDICATE ALL PRIVATE ROADS AND COMMON AREA AS PUBLIC UTILITY EASEMENT.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

POLL HERITAGE FARMS DEVELOPMENT MANAGEMENT LLC

NAME/TITLE

DATE

### ACKNOWLEDGMENT

STATE OF UTAH )SS.  
COUNTY OF \_\_\_\_\_ )

ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, (AND) \_\_\_\_\_ BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE \_\_\_\_\_ OF SAID LLC AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID LLC FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

RESIDING IN \_\_\_\_\_ COUNTY, \_\_\_\_\_

### PROJECT INFORMATION

Surveyor: **T. HATCH**  
Project Name: **S.W. GATEWAY P.U.D. SUBD. PH. 2**  
Designer: **N. ANDERSON**  
Begin Date: **7-6-2023**  
Number: **7152-05**  
Scale: **1"=40'**  
Revision: \_\_\_\_\_  
Checked: \_\_\_\_\_



**Reeve & Associates, Inc.**  
5140 S 1500 W, RIVINGTON, UT 84405  
TEL (801) 621-3100 FAX (801) 621-2666 www.reeve-associ.com

LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS  
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

### DAVIS COUNTY RECORDER

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
FILED FOR RECORD  
AND RECORDED, \_\_\_\_\_ AT  
\_\_\_\_\_ IN BOOK \_\_\_\_\_ OF  
THE OFFICIAL RECORDS, PAGE \_\_\_\_\_

RECORDED FOR:

DAVIS COUNTY RECORDER

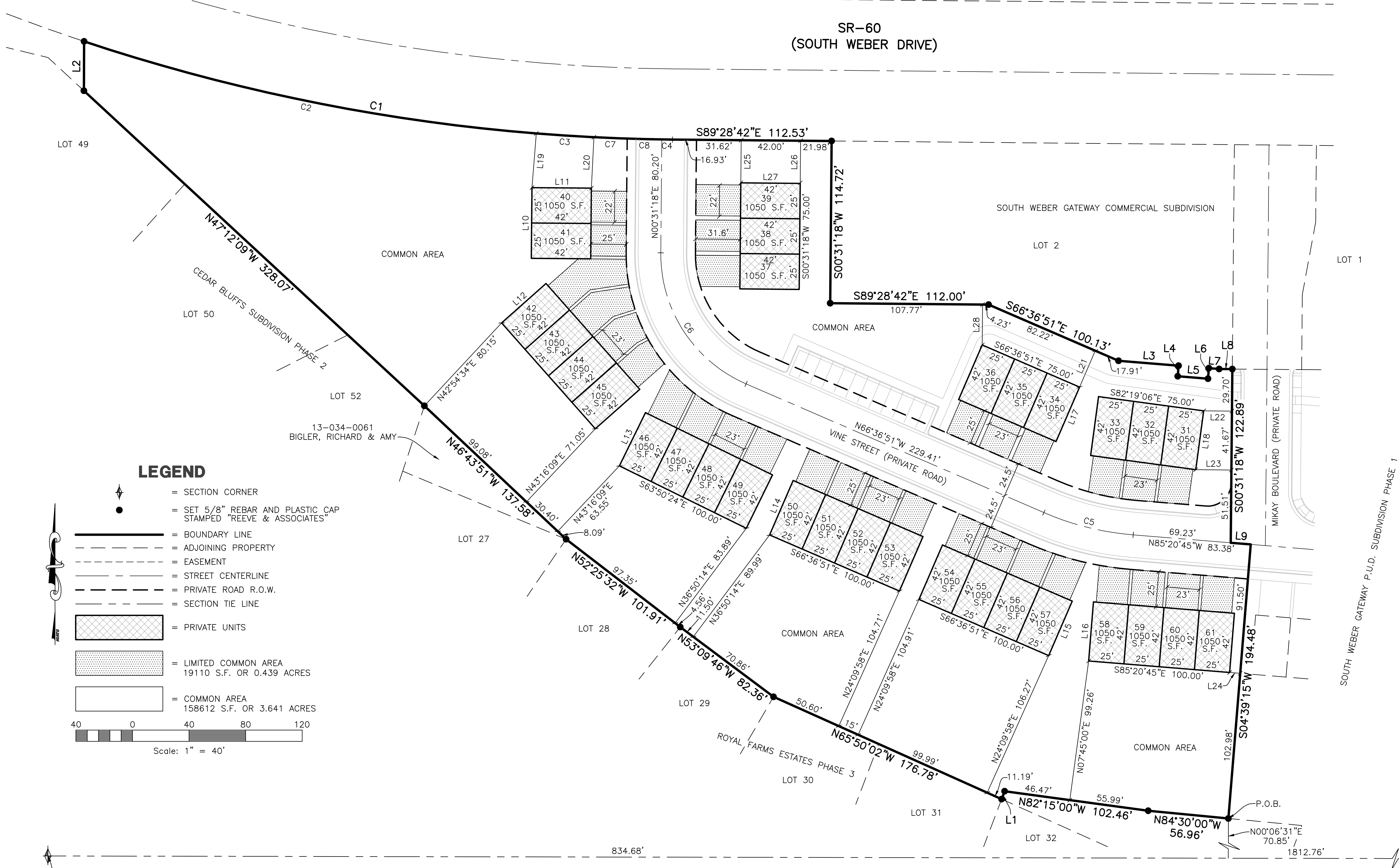
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SHEET 2 OF 2

# SOUTH WEBER GATEWAY P.U.D. SUBDIVISION PHASE 2

PART OF THE NORTHEAST QUARTER OF SECTION 35. TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY  
CITY OF SOUTH WEBER, DAVIS COUNTY, UTAH  
AUGUST, 2023



CENTER OF SECTION 35, TOWNSHIP 5  
NORTH, RANGE 1 WEST, SALT LAKE  
BASE AND MERIDIAN, U.S. SURVEY,  
FOUND BRASS CAP MONUMENT

EAST QUARTER CORNER  
OF SECTION 35,  
TOWNSHIP 5 NORTH,  
RANGE 1 WEST, SALT  
LAKE BASE AND MERIDIAN,  
U.S. SURVEY. FOUND  
BRASS CAP MONUMENT

PROJECT INFORMATION	
Surveyor:	T. HATCH
Designer:	N. ANDERSON
Begin Date:	7-6-2023
Project Name:	S.W. GATEWAY P.U.D. SUBD. PH. 2
Number:	7152-05
Scale:	1"=40'
Revision:	
Checked:	

DAVIS COUNTY RECORDER  
ENTRY NO. \_\_\_\_\_ FEE PAID  
AND RECORDED, \_\_\_\_\_ AT  
\_\_\_\_\_ IN BOOK \_\_\_\_\_ OF  
THE OFFICIAL RECORDS, PAGE  
RECORDED FOR:

**Reeve & Associates, Inc.**  
S140 S 1500 W, RIVERDALE, UTAH 84405  
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com  
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS  
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

DAVIS COUNTY RECORDER  
DEPUTY,

When recorded return to:  
South Weber City  
1600 East South Weber Drive  
South Weber, UT 84405

## DEVELOPMENT AGREEMENT

South Weber City, a Utah municipal corporation (the “**City**”), and Farrell Poll and Steward Land Holdings LLC, a Utah limited liability company (together, the “**Developer**”) enter into this Development Agreement (this “**Agreement**”) effective as of \_\_\_\_\_, 2022 (the “Effective Date”), and agree as set forth below.

### RECITALS:

- A. The City, acting pursuant to its authority under Utah Code Annotated §§ 10-9a-101, et seq., as amended, and the Municipal Code for South Weber City (the “City Code”), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed development of the Property (defined in Recital B), in exercise of its legislative discretion and administrative authority, and has elected to enter into this Agreement.
- B. Developer is the owner of certain real property located at approximately 2400 East South Weber Drive, in South Weber City, Davis County, Utah, and legally described in attached **Exhibit A** (the “Property”).
- C. On July 20, 2021, the City passed Ordinance No. 2021-10 as set forth in attached **Exhibit B** (the “Rezone Ordinance”) approving the rezone of the Property from Agricultural to Commercial Highway and Residential R-7.
- D. Developer desires to make improvements to the Property in conformity with this Agreement, the Rezone Ordinance, the requirements as outlined in City Code (the “Land Use Ordinance”), any future approvals, and in accordance with all other applicable provisions of the City Code.
- E. Developer has submitted a Site Plan for approval by the City Council, which Site Plan is consistent with City Code, is expected to be approved by the City Council on May 10, 2022, and shall be attached to this Agreement as **Exhibit C** (the “Site Plan”) upon approval.
- F. The City will authorize execution of this Agreement by resolution within 30 days of the Effective Date, which resolution shall be attached to this Agreement as **Exhibit D**.
- G. The City intends to amend its Land Use Ordinance to allow R-7 developments to be platted as townhomes that can be sold as individual units with zero lot line between such townhome units, and to make a minor amendment to the legal description of the Property covered by the Rezone Ordinance.

### DEVELOPER AND THE CITY AGREE AS FOLLOWS:

1. Recitals; Definitions. The foregoing recitals are incorporated into and made a part of the terms of this Agreement. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.
2. Developer. Developer agrees the following terms and conditions apply to the development of the Property:

a. The Property shall be developed in accordance with the provisions of this Agreement, the Land Use Ordinance and all other applicable provisions of the City Code in effect as of the date of the Rezone Ordinance. The parties agree that this Agreement does not conflict with the requirements of the Land Use Ordinance or the City Code.

b. Developer will proceed in good faith with development of the Property and submit site plan(s), plats, architectural designs, elevations and concept renderings relative to the development of the Property (collectively, the "Developer Plans") as necessary to obtain the approval of the City in accordance with the City Code through its Planning Commission and City Council. The City agrees to process all further land use approval applications relating to the Project, including but not limited to administratively issued approvals like building permits, in conformance with all of the City's laws and without undue delay.

c. If and when the City amends its Land Use Ordinance to allow R-7 developments to be platted as townhomes, Developer agrees to apply to replat the Property as a townhome plat with individually platted units.

d. If Developer's application to replat the Property as a townhome plat is otherwise consistent with amendments to the City's Land Use Ordinance, the City agrees to approve such application without requiring any material changes to the Site Plan. For purposes of this agreement, new architectural requirements, changes to setbacks, landscaping requirements, or loss of control over individual units by the Developer would constitute a material change. Minor modifications necessary to accommodate utility access would not be considered material changes. **UNIT GARAGES MAY BE A MINIMUM OF 20'x20' to accommodate 2 cars. Driveways will be 25' deep to accommodate additional parking as needed.**

e. Developer agrees to develop the Property in phases as is described below and depicted in the Phasing Plan attached hereto as **Exhibit E**:

i. Phase One shall include a minimum of **(ONE RETAIL PAD- no less than 1,200 square feet)** ~~three retail pads~~ constructed concurrently with no more than thirty (30) townhome units;

ii. Phase Two shall include a minimum of one additional retail pad with a building size approximately as drawn in the Site Plan, constructed concurrently with no more than thirty-one (31) townhome units.

iii. Phase Three shall include **(ALL REMAINING COMMERCIAL PADS)** ~~a final commercial pad constructed~~ according to market demands.



f. The City shall not issue a Notice of Occupancy for any unit in phase two until Developer has completed and received Notice(s) of Occupancy for all structures in Phase One. Phase Three may be constructed and receive a Notice of Occupancy prior to the completion of Phases One and Two.

g. As part of the Final Site Plan approval, the City and Developer agree to amend the legal descriptions to reflect the updated dimensions of commercial and residential areas as depicted in the Site Plan.

h. To enhance pedestrian safety, Developer agrees to extend the walking path adjacent to unit 21 as indicated in the image attached hereto as **Exhibit F**.

3. Term. This Agreement shall be effective as of the date of recordation, shall run with the land and shall continue in full force and effect unless and until this Agreement is terminated by mutual consent of the parties.

4. General Provisions.

a. Notices. Any notice to be given by any party hereunder must be given in writing and delivered in person, or by reputable nationwide overnight courier, or forwarded by certified or registered mail, postage prepaid, return receipt requested, at the address indicated below, unless the party giving such notice has been notified, in writing, of a change of address. Notices are effective on the date of delivery (or refusal to accept delivery), if notice is given by personal delivery, on the next succeeding business day after deposit with an overnight courier for next day delivery, or if notice is sent through the United States mail, on the earlier of the date of actual delivery as shown by the addressee's receipt or the expiration of three (3) days following the date of mailing.

If to Developer:  
Steward Land Holdings, LLC  
Attn: Terrance Sky Hazlehurst  
1708 E 5550 St. 18  
South Ogden, UT 84403

If to City:  
South Weber City  
Attn: David Larson, City Manager  
1600 E South Weber Drive  
South Weber City, UT 84405

b. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach by the same of any other provision of this Agreement.

c. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this Agreement.

d. Authority. The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing.

e. Entire Agreement. This Agreement, including exhibits, constitutes the entire Agreement between the parties.

f. Assignment. Neither this Agreement, nor any of the provisions, terms or conditions hereof can be assigned by Developer to another party, individual or entity without assigning the rights as well as the obligations under this Agreement, and without the prior written consent of the City, which shall not be unreasonably withheld. Such assignments shall be subject to review by the City which is intended to provide assurances that the proposed assignee possesses sufficient ability to assume the provisions, terms, and conditions of this Agreement. The City shall review and approve, approve with conditions or deny all proposed assignments by Developer to a subsequent fee owner, as required by this Section, within twenty-one (21) days of notice of proposed sale, assignment, or other transfer. If the City takes no action to either approve (with or without conditions) or deny a proposed assignment, the assignment shall be deemed approved by the City. If the City in good faith determines that the proposed assignee does not have sufficient financial ability to assume and carry out the affirmative provisions, terms and conditions of this Agreement, a portion of this Agreement may still be assigned but Developer shall remain responsible for the performance of all obligations of this Agreement. Notwithstanding the foregoing, the City hereby consents to the assignment by Developer of any or all its rights under this Agreement to its Lender, provided that notice of the assignment is given to the City of such assignment promptly after the transfer is accomplished. The rights of the City under this Agreement shall not be assigned.

g. Agreement to Run with the Land; Priority. This Agreement shall be recorded in the office of the Davis County Recorder against each Property and is intended to and shall be deemed to run with the land, and shall be binding on all successors and assigns of Owner in the ownership or development of any portion of the Project, senior to any debt security instruments encumbering the Property. The benefits of this Agreement shall inure to successors-in-interest and/or subsequent owners of the Property only if the Agreement is transferred or assigned in accordance with the provisions of paragraph (4)(f) above.

h. Amendment of this Agreement. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties to this Agreement or by their successors-in-interest or assigns. Any such

amendment of this Agreement shall be recorded in the official records of the Davis County Recorder's Office.

i. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement and Developer's ability to complete the development of the Property is not defeated by such severance.

j. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Davis County, Utah, and the Parties hereby waive any right to object to such venue.

k. Remedies. Without limiting any other provision of this Agreement, if any party to this Agreement breaches any provision of this Agreement, the non-breaching party shall be entitled to all remedies available at both law and in equity.

l. Attorney's Fee and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

m. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

n. Third Parties. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

o. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**DEVELOPER:**  
STEWARD LAND HOLDINGS, LLC

**CITY:**  
SOUTH WEBER CITY, UTAH

a Utah limited liability company

By: \_\_\_\_\_  
Terrance Sky Hazlehurst

By: \_\_\_\_\_  
Rod Westbroek, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY ACKNOWLEDGEMENT**

STATE OF UTAH                    )  
  :ss.  
COUNTY OF DAVIS                )

On the            day of            , 2022, personally appeared before me ROD WESTBROEK who being by me duly sworn did say that he is the Mayor of SOUTH WEBER CITY, and that the foregoing instrument was signed in behalf of said City by authority of a resolution of its Council; and they acknowledged to me that said City executed the same.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Residing at:



**DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH                    )  
  :ss.  
COUNTY OF DAVIS            )

On the            day of            , 2022, personally appeared before me TERRANCE SKY HAZLEHURST, Steward Land Holdings, LLC, known to me to be the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of Steward Land Holdings, LLC, by authority of its Operating Agreement.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Residing at:

**EXHIBIT “A”**  
Legal Description

**[INSERT LEGAL DESCRIPTION HERE]**

**EXHIBIT “B”**  
Rezone Ordinance

**EXHIBIT “C”**  
Site Plan

**EXHIBIT “D”**  
Authorizing Resolution



**EXHIBIT “E”**  
Phasing Plan

**EXHIBIT “F”**

Pedestrian Improvement

