

## **SOUTH WEBER CITY PLANNING COMMISSION AMENDED AGENDA**

**PUBLIC NOTICE** is hereby given that the **Planning Commission of SOUTH WEBER CITY**, Utah, will meet in a **REGULAR** public meeting on **Thursday, 12 July, 2018** at the **South Weber City Council Chambers, 1600 East South Weber Drive**, commencing at **6:30 p.m.**

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A WORK MEETING WILL BE HELD PRIOR TO THE REGULAR PLANNING COMMISSION MEETING AT 6:00 P.M. TO DISCUSS  
AGENDA ITEMS, CORRESPONDENCE, AND/OR FUTURE AGENDA ITEMS

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### **THE AGENDA FOR THE REGULAR MEETING IS AS FOLLOWS\***

1. **Welcome, Pledge of Allegiance**—Commissioner Walton
2. **Approval of Consent Agenda**
  - a. Minutes June 14, 2018
3. **Public Hearing and Action on Rezone:** Application for property located at approximately 900 Cottonwood Rd (130180021/071090017) of approximately 11.86 acres from Professional Office (P-O) to Commercial Recreation(C-R) by Boulder Ranch.
4. **Public Hearing and Action on Conditional Use Permit CU 18-07:** Application for daycare/preschool, Miss Kim's Education Station Preschool, at 7561 S 2050 E by Kimberlee Jensen.
5. **Public Hearing on Final Subdivision:** Application for La Pintana (1 lot) at approximately 1860 E South Weber Drive of 0.26 acres by applicant Kody Holker.
6. **Public Hearing and Action on Final Subdivision:** Application for Sun Ray (17 lot) at approximately 1900 W Canyon Drive of 6.64 acres by applicant Rob Edwards.
7. **Public Hearing and action on Amending Title 10 Code Ordinance allowing two-family dwellings at major intersections.** Changes will affect sections 10.01.100 Definitions, 10.5A.3 Conditional Uses, 10.5B.3 Conditional Uses, 10.5D.3 Conditional Uses, and 10.07 Conditional Uses presented by Barry Burton
8. **Public Comments** – Please keep public comments to 3 minutes or less per person. State your name and address for the record.
9. **Planning Commissioner Comments** (Walton, Johnson, Osborne)
10. **Adjourn**

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THE UNDERSIGNED DEPUTY RECORDER FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED, EMAILED OR POSTED TO THOSE LISTED ON THE AGENDA ALONG WITH THE FOLLOWING:

City Office Building

[www.southwebercity.com](http://www.southwebercity.com)

Family Activity Center

Utah Public Notice website  
([www.utah.gov/pmn](http://www.utah.gov/pmn))

Each Member of The Planning Commission



DATE: 06/29/18

\_\_\_\_\_  
LISA SMITH, PLANNING COORDINATOR

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, INDIVIDUALS NEEDING SPECIAL ACCOMMODATIONS DURING THIS MEETING SHOULD NOTIFY LISA SMITH, 1600 EAST SOUTH WEBER DRIVE, SOUTH WEBER, UTAH 84405 (801-479-3177) AT LEAST TWO DAYS PRIOR TO THE MEETING.

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\* Agenda are flexible and may be moved in order or sequence to meet the needs of the Commission.



# **SOUTH WEBER CITY PLANNING COMMISSION MEETING WORK MEETING**

**DATE OF MEETING:** 14 June 2018

**TIME COMMENCED:** 6:01 p.m.

**PRESENT: COMMISSIONERS:**

**Tim Grubb  
Debi Pitts  
Rob Osborne (excused)  
Wes Johnson  
Taylor Walton (excused)**

**CITY ENGINEER:**

**Brandon Jones**

**CITY PLANNER:**

**Barry Burton**

**PLANNING COORDINATOR:**

**Lisa Smith**

**Transcriber: Minutes transcribed by Michelle Clark**

**ATTENDEES:** Bruce Nilson, Merrilee Gorringer, Dustie Sanders, Blair Halverson, Brent Poll, and Kody Holker.

**Approval of Consent Agenda—Commissioner Pitts**

- **Minutes May 10, 2018**

**Action on Conditional Use CU18-03: Application for Home Grown Preschool at 2252 E 7875 S by applicant Merrilee Gorringer:** This Conditional Use Permit is for a preschool at 2252 E. 7875 S for Merrilee Gorringer. The property has a rear yard that is completely fenced and it sits on a knuckle in the road which will help get traffic out of the travel path. If this home has received and passed an inspection by the fire marshal, Barry Burton sees no issues with approval. Commissioner Grubb asked if the city has a list of standards for preschools. Barry stated he isn't aware of a list. Commissioner Johnson said the state does have standards. Lisa Smith will research to see if there are any city standards available. Lisa said she hasn't received any information that a fire inspection has been completed.

**Public Hearing and Action on Final Subdivision: Application for Ford 1 Lot located at approx. 400 E 6650 S (Parcels 13-023-0199/0200) of approx. 1.6 acres by applicant Mike Ford:** This one lot is .662 acres in area and is the remnant of the property purchased for the Old Maple Farms Subdivision. It is the only part of that property that has frontage on 6650 S. There was a home on part of this property that has since been torn down. There are existing homes on both sides and across the street from this parcel, as well as approved building lots behind. It is not proposed that the street improvements (curb, gutter and sidewalk) be installed at this time as there are no such improvements on the north side of 6650 S.



Brandon reviewed his memo of 7 June 2018. He said there are items that need to be addressed for the plat. He said a land drain easement will need to be provided by the owner of Lot 101 in Old Maple Farms Phase 1 Subdivision. Commissioner Grubb asked if the dedication of property for the street on the plat represents a 50' right of way. Barry said it does. Brandon said it has been discussed at length but the only thing that seemed at all approvable for improvements was a 50' right of way. He said it is similar to 1250 East, which is also a 50' right of way.

**Public Hearing and Action on Preliminary Subdivision: Application for Cook property at approx. 725 E 6640 S (62 lots), (Parcels 13-275-0005/0006), on approx. 23.439 acres by applicant Bruce Nilson:** Barry Burton, City Planner, stated this property has been recently rezoned from A to R-P (9.84 acres) and R-M (13.59 acres). The subdivision therefore, will include both patio homes and traditional single-family homes. Both zone areas of the subdivision contain well below the allowed density. After having gone through a few different layouts of roads and lots, this one works quite well, provided the access to the west into Riverside Place Subdivision is in place before or as part of Phase 1.

Barry stated this access is the only one into Phase 1 and it is our understanding that the phase of Riverside that includes this access will not be approved or constructed prior to construction of this subdivision. This plat includes a portion of road in Riverside Place that will provide a connection to an existing public road. All improvements and utilities will need to be installed in this section of road and property owners will need to sign the subdivision plat.

Barry explained that the same Development Agreement establishes the terms under which South Bench Drive will be constructed. The City will be constructing the road with developer participation. By this agreement, the City will be required to complete the road in 2019. This will be a part of the project that takes South Bench Drive out to 475 East.

The geotechnical report indicates there were 9 test pits dug to a depth of 11 feet. There was ground water in 3 of the pit at between 8.3' and 9.8'. The report recommends basements be kept at least 3' above ground water level.

Brandon suggested if this is approved, it be subject to the development agreement. Commissioner Johnson said the trees will be taken out along the posse grounds for the retention basin. Brandon said that is correct. Commissioner Johnson asked about the width of the walking path. Brandon said it is 10'. Commissioner Grubb asked about the two accesses and if the city required that. Brandon said the two accesses allowed for more lots, and the city didn't require it.

Blair Halverson asked about a strip of property that is jointly shared by the Cooks and Gordon Watts. Brandon said there should be an agreement in place. Blair suggested making sure that is worked out. Barry suggested the developer pick out a name for this subdivision soon. Mr. Nilson said they are in process of deciding between several names.

**Public Hearing on Revised Preliminary Plat and Action on Final Subdivision, phase 3: Application for revision of preliminary plat for Hidden Valley Meadows and final approval for phase 3 (6 lots), (Parcels 136-023-0118/0183) on approx. 3.03 acres by applicant Bruce Nilson.** Barry Burton stated the preliminary plat has been revised by adding Phase 3 which is in two parcels on either side of a connector road to 475 East that is part of Phase 2. Phase 3 consists



of 6 additional lots ranging in size from just over 10,000 square feet to almost 20,000. The lots are in conformance with zone requirements.

Barry said all the improvements necessary for this phase were actually approved as part of Phase 2. This property was rezoned in February to R-LM in preparation for Phase 3. The only recommendation he would make is that the developer be required to establish a maximum basement depth chart as was done in the other phases as the land drain depth allows and as approved by the City Engineer.

**Public Hearing on Amending Code Ordinance: 11.04.130 Fencing:** Commissioner Johnson asked about the height of the fencing. Barry Burton, City Planner, said amending this ordinance will help with fire protection as well as safety from Interstate 84 traffic. Brandon Jones questioned if the ordinance addresses type of fencing materials. Commissioner Grubb suggested adding a minimum of chain link fence.

**Public Hearing on Amending Zoning Codes removing Buffer Yards: Changes will affect Sections 10.5.C.11, 10.5G.12, 10.5I.6, 10.5L.6, 10.5M.6, 10.5N.12, 10.5O.6, 10.5P.10, 10.07.050, 10.15.050 and 10.15.070. (No discussion on this item)**

**Public Hearing and Action on Rezone RZ18-04: Application for property located at approx. 850 E South Weber Drive (Parcel 13-020-0040) of approx. 13.48 acres from Agriculture (A) to Residential Low Density (R-L) by applicant MS Financial LLC. 11. (No discussion on this item)**

**Report by Barry Burton regarding city locations with both Arterial and Collector Roads: (No discussion on this item)**

**ADJOURNED: 6:35 p.m.**

**APPROVED:** \_\_\_\_\_ Date

Chairperson: Rob Osborne

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

Attest:

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Planning Coordinator: Lisa Smith



# **SOUTH WEBER CITY PLANNING COMMISSION MEETING**

**DATE OF MEETING:** 14 June 2018

**TIME COMMENCED:** 6:33 p.m.

**PRESENT: COMMISSIONERS:**

Tim Grubb  
Debi Pitts  
Rob Osborne (excused)  
Wes Johnson  
Taylor Walton (excused)

**CITY PLANNER:**

Barry Burton

**CITY ENGINEER:**

Brandon Jones

**PLANNING COORDINATOR:**

Lisa Smith

**Transcriber:** Minutes transcribed by Michelle Clark

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*A PUBLIC WORK MEETING was held at 6:00 p.m. to REVIEW AGENDA ITEMS*

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**PLEDGE OF ALLEGIANCE:** Commissioner Grubb

**ATTENDEES:** Kody Holker, Merrilee Gorringer, Dustie Sanders, Val M Byram, Brent Poll, Louise Cooper, Cheryl Bambrough, Cymbre Rowser, Mike Ford, James Cook, Stan Cook, Paul Fifield, Shawn Byram, Darrell Alvery, Darrell Byram, La Vera Byram, Mike Bastian, Angie Petty and Mike Szymanski.

**APPROVAL OF THE AGENDA:** Commissioner Grubb moved to approve the agenda as written. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.

**APPROVAL OF CONSENT AGENDA:** Commissioner Osborne

- Minutes of 10 May 2018

Commissioner Grubb moved to approve the consent agenda as written. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.

**DECLARATION OF CONFLICT OF INTEREST:** (None)



**Action on Conditional Use CU18-03: Application for Home Grown Preschool at 2252 E 7875 S by applicant Merrilee Gorringer.**

Merrilee Gorringer stated this is a day care/preschool. She said there will be a small group of children and estimated under 8. She has one person who will help with the preschool and she will have an emergency substitute. Barry stated the day care will require a state license. Merrilee said once she gets the conditional use permit she will get the state license. She said the day care will be maximum of 8 children. She said for preschool she is looking at three additional kids. She said she is a one on one person and prefers working with smaller groups. She has a neighbor who will help her with the preschool. She anticipates 10 or fewer kids for day care and preschool. Barry said the state will have guidelines for the day care.

**Commissioner Johnson moved to approve the Conditional Use CU18-03: Application for Home Grown Preschool at 2252 E 7875 S by applicant Merrilee Gorringer subject to Barry Burton's letter of 7 June 2018 and the state license requirements. Commissioner Grubb seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.**

**Commissioner Grubb moved to open the public hearing. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.**

**\*\*\*\*\* PUBLIC HEARING \*\*\*\*\***

**Public Hearing and Action on Final Subdivision: Application for Ford 1 Lot located at approx. 400 E 6650 S (Parcels 13-023-0199/0200) of approx. .624 acres by applicant Mike Ford:** Commissioner Pitts asked if there was any public comment.

**Brent Poll, 7605 S. 1375 E.,** said anyone west of here is a potential human receptor of the Hill Air Force Base pollution. He said the pollution is still active and will be that way until sometime in the 2040's. He would like to know how the city is justifying what they are doing. He said the city is putting people at risk because the pollution hasn't been cleaned up. He would like to know if the city has a defense, because he doesn't think there is one. He would like the warning to be included in the minutes (See attached).

Barry Burton asked if Brent Poll has any affects from the pollution since he lives in this area. Mr. Poll said he has a skin disorder that is directly affected by the pollution.

**Commissioner Grubb moved to close the public hearing. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, Osborne, Pitts, and Walton voted yes. The motion carried.**

**\*\*\*\*\* PUBLIC HEARING CLOSED \*\*\*\*\***

**Mike Ford, 1110 E. South Weber Drive,** said the city required this to come in as a subdivision, of which he feels this could have been done through a building permit, but they have paid their dues and feels this is a safe place to live. He requested approval.



Barry said there is the issue of shallow groundwater that is identified in Brandon Jones letter.

**Commissioner Grubb moved to recommend approval of the Final Subdivision: Application for Ford 1 Lot located at approx. 400 E 6650 S (Parcels 13-023-0199/0200) of approx. 1.6 acres by applicant Mike Ford subject to the following:**

- 1. Complete items listed in Brandon Jones memo of 7 June 2018.**
- 2. Complete items in Barry Burton's memo.**

**Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.**

**Commissioner Grubb moved to open the public hearing. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, Osborne, and Pitts voted yes. The motion carried.**

**\*\*\*\*\* PUBLIC HEARING \*\*\*\*\***

**Public Hearing and Action on Preliminary Subdivision: Application for Cook property at approx. 725 E 6640 S (62 lots), (Parcels 13-275-0005/0006), on approx. 23.439 acres by applicant Bruce Nilson.** Bruce Nilson said the lots conform to the zoning. He said there is access to the north (South Bench Drive) and the development agreement is in place. He said there is sufficient access. He said the timing is in place for the construction of South Bench Drive in June 2019.

Commissioner Pitts asked if there was any public comment. There was none.

**Commissioner Johnson moved to close the public hearing. Commissioner Grubb seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.**

**\*\*\*\*\* PUBLIC HEARING CLOSED \*\*\*\*\***

Barry Burton said he gathered some data from the adjacent property concerning the monitoring wells on the Canyon Meadows Subdivision. He said some of the wells have received no detection of pollution. He said there are approximately 20 wells and some of the data goes back from 2002. He said there are some pollutants of arsenic and barium that showed up later. He said some of the pollutants that showed up early on have disappeared. He said the levels are far below what is allowed in drinking water. He said the closest any drinking water maximum is arsenic at 4.3 and maximum for drinking water is 10. He said the pollutants are present, but the levels are well below drinking water. He doesn't see that the data supports the dooms day given by Mr. Poll.

Brandon Jones, City Engineer, addressed his memo of 7 June 2018 item #5 concerning the potential contamination. He said HAFB is regulated outside themselves. He said based on the actual data that the city has, he doesn't see a need to do anything more. He said his decisions are based off data and there is no evidence to suggest anything otherwise. He said the Planning Commission can require additional information if they feel it is necessary. Brandon said the



preliminary plans don't show a 6' masonry fence. He would recommend that the Planning Commission decide regarding fencing. Barry discussed the amendments to the fencing ordinance that is on tonight's agenda. Commissioner Grubb doesn't see the need for a masonry fence along South Bench Drive.

Commissioner Johnson discussed the information received from the meeting that was held with HAFB concerning the contamination.

Brandon asked if there are any questions or concerns with the development agreement. He said the Cook property has had several unique challenges in trying to develop the property in a way that implements the City's long-term goals while allowing the property owner to develop their property as they desire. Therefore, it was felt that a Development Agreement would help to establish terms upfront that would accomplish the goals of both parties. The following is a summary of the items addressed. For details, refer to the May 31st draft attached to this memo.

7. **South Bench Drive**. It is proposed that the developer pay their portion (70' ROW City Standard cross section) of South Bench Drive directly to the City; and the City use the money towards construction of the total project (475 East to the east end of the Cook property). The City would be responsible for design and construction of the road. The developer agrees to dedicate the property necessary for the road. The estimated cost proposed is \$465,000. The City agrees to start construction by June 1, 2019.

8. **Trail**. The developer agrees to pay for the trail, and the City will construct it as part of the road construction. The cost for the trail is included in the \$465,000 cited above.

9. **Detention Basin**. The developer agrees to size the detention basin sufficiently to cover all the Cook property south to South Weber Drive and including South Bench Drive.

10. **Ingress-Egress**. City Code requires two means of ingress-egress for any development over 30 lots. The language in the Development Agreement clarifies the timing of approvals, recording plats, and issuing building permits relative to construction of roads, and what will be allowed.

**Commissioner Grubb moved to recommend approval of the Preliminary Subdivision: Application for Cook property at approx. 725 E 6640 S (62 lots), (Parcels 13-275-0005/0006), on approx. 23.439 acres by applicant Bruce Nilson subject to the following:**

- 1. Complete items listed in Brandon Jones memo of 7 June 2018.**
- 2. Complete items listed in Barry Burton's memo of 7 June 2018.**
- 3. In the interest of the Watts property either deed or sign the plat that is needed.**
- 4. Approval of the development agreement of the city by city council.**
- 5. No requirement of 6' masonry fencing along South Bench Drive.**

**Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.**

**Commissioner Grubb moved to open the public hearing. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.**



\*\*\*\*\* PUBLIC HEARING \*\*\*\*\*

**Public Hearing on Revised Preliminary Plat and Action on Final Subdivision, phase 3: Application for revision of preliminary plat for Hidden Valley Meadows and final approval for phase 3 (6 lots), (Parcels 136-023-0118/0183) on approx. 3.03 acres by applicant Bruce Nilson:** Commissioner Pitts asked if there was any public comment. There was none.

Commissioner Grubb moved to close the public hearing. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.

\*\*\*\*\* PUBLIC HEARING CLOSED \*\*\*\*\*

Commissioner Johnson moved to approve the Revised Preliminary Plat for Hidden Valley Meadows for phase 3 (6 lots), (Parcels 136-023-0118/0183) on approx. 3.03 acres by applicant Bruce Nilson subject to the following:

1. Complete items listed in Brandon Jones memo of 7 June 2018.
2. Complete items listed in Barry Burton's memo.

Commissioner Grubb seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.

Commissioner Grubb moved to approve the Final Subdivision for Hidden Valley Meadows and final approval for phase 3 (6 lots), (Parcels 136-023-0118/0183) on approx. 3.03 acres by applicant Bruce Nilson subject to the following:

1. Complete items listed in Brandon Jones memo of 7 June 2018.
2. Complete items listed in Barry Burton's memo.

Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.

Commissioner Grubb moved to open the public hearing. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.

\*\*\*\*\* PUBLIC HEARING \*\*\*\*\*

**Public Hearing on Amending Code Ordinance: 11.04.130 Fencing:** Barry Burton, City Planner, discussed the difficulty with determining fencing codes for agricultural land. He said this amendment helps to clarify. He said this ordinance doesn't specify type of fencing. He said if that is too difficult to administer, he would suggest going back to chain link fence, but when it was chain link fence before, there was other type of fencing requested. He also discussed the amendment to fencing requirements along Highway 84. He stated the Planning Commission does have the authority to waive the fencing requirement if necessary.



Commissioner Pitts asked if there was any public comment.

**Val Byram, 7595 S. 1375 E.,** said he is zoned agriculture. He said when Dan Bridenstine installed the vinyl fencing in Byram Estates Subdivision, it was installed 6" off the property. He said vinyl fence and animals don't mix. He said it should be chain link between livestock and residential.

**Michael Poff, 939 South Weber Drive,** said the original ordinance allowed for property owners to discuss the type of fencing, and if they can't come to an agreement, then it would go to chain link.

**Commissioner Grubb moved to close the public hearing. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.**

**\*\*\*\*\* PUBLIC HEARING CLOSED \*\*\*\*\***

Barry discussed the purpose for the fencing is to keep people away from livestock. Barry referred to the ordinance 11.04.130. The suggested amendments are as follows:

#### **11.04.130 Fencing**

A. ~~Bordering Agricultural Land: Where land used for agricultural purposes lies adjacent to a subdivision, a six foot (6') high fence is required between the subdivision and the agricultural land.~~ Where land zoned A, Agricultural, lies adjacent to a subdivision, a six foot (6') high fence is required between the subdivision and the Agricultural zoned land. The purpose of the fence is to provide a reasonable barrier so that residents of, or visitors to, the subdivision are not inadvertently exposed to the dangers of the farm or livestock. Fencing required under this provision is not for the purpose of keeping livestock out of the subdivision. Responsibility for keeping livestock contained on the agricultural property remains the responsibility of the owner of that livestock. After receiving a recommendation from the planning commission, the city council may require any type of fence that provides a reasonable barrier to humans. Required fences shall be installed entirely within the subdivision property unless a property line fence is agreed to by the owner of the adjoining agricultural property by written agreement signed by all property owners involved. Such agreement shall be provided to the city prior to final plat approval by the city council.

B. Bordering Canals: Where a subdivision borders a canal or canal right of way, a six foot (6') high fence is required between the subdivision and the canal. After receiving a recommendation from the planning commission, the city council may require any type of fence that provides a reasonable barrier to humans so residents of, or visitors to, the subdivision are not inadvertently exposed to the dangers of the canal. In order for the barrier to be effective, fencing of other subdivision borders may be required by the city council.

C. Where building lots for any land use are adjacent to Interstate 84 a six-foot (6') masonry fence shall be constructed along the common property line with I-84. This is for safety from wildfire and to provide some protection from auto accidents.



D. The Planning Commission shall have the authority to waive or vary these requirements where it, in their opinion, will not compromise safety and does not accomplish the intent of the fence.

Fences shall be constructed so that individual property owners are responsible for maintaining only their portion of the fence; with posts located at all property corners. Required fencing shall be considered part of the subdivision improvements and subject to bonding requirements. The city council has final approval on fence requirements.

Brandon suggested stating if the type of fence isn't specifically addressed then it will be chain link fence.

**Michael Poff, 939 South Weber Drive**, said if a developer comes in and presents a plan and removes an existing fence then who is responsible. Barry said a developer needs an agreement with the property owner to remove the fence.

**Commissioner Grubb moved to recommend approval of Amending Code Ordinance: 11.04.130 Fencing amended to include in item A "6' chain link fence unless otherwise specified by the Planning Commission." Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.**

**Commissioner Grubb moved to open the public hearing. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.**

**\*\*\*\*\* PUBLIC HEARING \*\*\*\*\***

**Public Hearing on Amending Zoning Codes removing Buffer Yards: Changes will affect Sections 10.5.C.11, 10.5G.12, 10.5L.6, 10.5K.11, 10.5L.6, 10.5M.6, 10.5N.12, 10.5O.6, 10.5P.10, 10.07.050, 10.15.050, 10.15.070:** Barry Burton, City Planner, described city buffer yard requirements. He said it has been extremely difficult to enforce buffer yards in the fashion it is written. He suggested replacing the buffer yard with a 6' solid screening fence.

Commissioner Pitts asked if there was any public comment.

**Michael Poff, 939 South Weber Drive**, asked if the Planning Commission can discuss the soccer complex and why the buffer requirement has been removed. He said it is nice to have some type of buffer.

**Mike Bastian, 7721 S. 7150 E.**, said he has been on the end where he has bought property from a developer, but it is tough when you inherit such requirements. He feels like a fence will provide an adequate barrier.

**Commissioner Grubb moved to close the public hearing. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.**

**\*\*\*\*\* PUBLIC HEARING CLOSED \*\*\*\*\***



Barry addressed the soccer complex and stated why the amendments. He said there is still a buffer yard requirement between the outdoor soccer fields and the adjacent resident. He said it seems like a fence makes things easier for everyone involved and still accomplish the purpose.

**Commissioner Grubb moved to recommend approval of Amending Zoning Codes removing Buffer Yards: Changes will affect Sections 10.5.C.11, 10.5G.12, 10.5L.6, 10.5K.11, 10.5L.6, 10.5M.6, 10.5N.12, 10.5O.6, 10.5P.10, 10.07.050, 10.15.050 and 10.15.070. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.**

**Commissioner Grubb moved to open the public hearing. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.**

**\*\*\*\*\* PUBLIC HEARING \*\*\*\*\***

**Public Hearing and Action on Rezone RZ18-04: Application for property located at approx. 850 E South Weber Drive (Parcel 13-020-0040) of approx. 13.48 acres from Agriculture (A) to Residential Low Density (R-L) by applicant MS Financial LLC:**

Commissioner Pitts asked if there was any public comment.

**Darrell Byram, 899 E. South Weber Drive,** feels developers should have to pay for roads. He said so much of agricultural ground is being developed. He said there are some residents who rely on agricultural ground for a living.

**Cymbre Rowser, 985 E. 7375 S.,** said she has been in this city for 56 years. She has breathing problems from the contamination. She said the city turned this rezone down three years ago and it shouldn't be here now. She stated when Mr. Poll was talking about this, there are people who have died from this.

**Shawn Byram, 154 Harper Way,** said in 2016 the master plan was amended, and this property is agricultural. He said it is also on the city's sensitive land use map. He would like to know how the contamination is decreasing. He understands HAFB is mitigating the contamination by letting nature take its course. He would suggest denying or tabling until questions are answered.

**Michael Poff, 939 E. South Weber Drive,** asked about the contamination easement. He said the government does provide for the purchase of easements to maintain agricultural property. He would suggest this might be something to investigate.

**Mike Szymanski, 625 W 5300 S SLC,** said there is approximately 3.5 acres in southwest corner that is an easement with HAFB and he would like to research that more.

**Val Byram, 7590 S. 1375 E.,** said he owns pasture above this rezone request. He said HAFB has fenced off a spring so that their livestock doesn't drink it.

**Darrell Alvey, 853 E. South Weber Drive,** said his property is next to this property. He said this request has come up before and denied because of the HAFB easement and contamination. He discussed the access to this property and the fact that there isn't one.



**Mike Szymanski, 625 W 5300 S SLC**, said this is simply a change in zoning at this time. He is happy to postpone to research some of these issues.

**Darrell Byram, 899 E. South Weber Drive**, said once a zone is changed it will never go back.

**Commissioner Grubb moved to close the public hearing. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.**

**\*\*\*\*\* PUBLIC HEARING CLOSED \*\*\*\*\***

Commissioner Grubb appreciates people coming and expressing their concern. He said a landowner has a right to request a change to their property within the laws and ordinances of the city. He said this is a rezone request. The city has a master plan that we like to follow, and this property is zoned agricultural and he doesn't see a need to change the master plan at this time. He isn't hearing a reason or intent for request for rezone from the landowner.

Mr. Szymanski said the agricultural zone doesn't allow for enough lots. He does know that to the east and north of this property the property was rezoned. Commissioner Grubb said that request followed the master plan.

Barry Burton said HAFB owns the easement on all but 1.1 acres. Mr. Szymanski said the property is under restriction, but not a restriction for any change in zoning or development. Barry said the general plan recommends it stay agricultural. He said there is no official alignment of South Bench Drive. He doesn't see any reason to rezone currently. Commissioner Johnson feels the agricultural land is important and would like to see this property preserved through a conservation easement. He said 850 East is a private road so access is difficult. He feels the city needs a map of all the restrictive easements in the city.

**Commissioner Grubb moved to recommend to City Council denial of RZ18-04: Application for property located at approx. 850 E South Weber Drive (Parcel 13-020-0040) of approx. 13.48 acres from Agriculture (A) to Residential Low Density (R-L) by applicant MS Financial LLC. Commissioner Johnson seconded the motion. Commissioners Grubb, Johnson, and Pitts voted yes. The motion carried.**

**Report by Barry Burton regarding city locations with both Arterial and Collector Roads:**

Barry Burton, City Planner, said at the last Planning Commission meeting we discussed allowing duplexes at intersections of arterial and collector roads. He said we did discuss the location of 1900 East and South Weber Drive as a possible location for a duplex. He then identified locations where major collectors and minor arterials intersect. Commissioner Johnson stated there are residents who don't want to see more duplexes in the city. Commissioner Pitts said the city does currently have duplexes. Commissioner Pitts and Grubb suggested Barry draft an ordinance.

**PUBLIC COMMENTS:**



**Michael Poff, 939 E. South Weber Drive**, discussed the natural conservation services. He said the government sets up grants to maintain agricultural property. He said it is under the USDA government web address. He also asked about South Bench Drive. He read from the minutes of 23 September 2014 concerning the plan for transportation in the city. He is also concerned about the need for a second access out of South Weber Elementary. He suggested a mitigation plan for the general plan the next time it is reviewed. This will allow for more options for funding.

**Kody Holker, 1900 Canyon Drive**, received a notice that his conditional use permit has been suspended. He would like guidance as he looks at the permit that was granted there isn't anything on there with which they are not compliant. Commissioner Grubb said the city has a dust ordinance. He said he is moving a lot of dirt and he is keeping his dust down. He has seen a lot of video footage of dust not being controlled with water at the site in question. He said it is expected of Geneva and Parson. He said there is more dust coming off this project versus them. Kody asked what he needs to do to get the conditional use permit reinstated. Commissioner Grubb suggested Mark Larsen work with Kody Holker.

**Commissioner Grubb recommend operation and conditional use permit be reinstated with the approval of Mark Larsen on the dust control. Commissioner Johnson seconded the motion. Commissioners Grubb, Pitts, and Johnson voted yes. The motion carried.**

**Planning Commissioner Comments:**

**Commissioner Johnson:** He said the recreational survey is completed. He said trail requests received the highest rating. The second highest rating was trails and purchase land for trails. He thinks the City Council needs to look at accessing the Weber River Trail and pursuing recreation in the city.

**Commissioner Pitts:** She thanked the city for the new dog park. She has heard nothing but positive comments about it.

**ADJOURNED:** Commissioner Johnson moved to adjourn the Planning Commission meeting at 9:00 p.m. Commissioner Grubb seconded the motion. Commissioners Grubb, Pitts, and Johnson voted yes. The motion carried.

**APPROVED:** \_\_\_\_\_ Date

Vice Chairperson: Debi Pitts

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

Attest:

\_\_\_\_\_  
Planning Coordinator: Lisa Smith



# South Weber Coalition

Executive Director  
Brent Poll

Technical Advisor  
Dr. John Carver



## WARNING – BUYERS BEWARE

This warning is for the relatively new residents of South Weber who may not realize that they reside “within a one-mile radius of the center of the Operable Unit 1 (OU1) Superfund site.” Each is considered as a “potential human receptor” of the numerous toxic chemicals and heavy metals which have migrated from Hill AFB throughout most of the western portion of our City. Infants, pregnant women, nursing mothers, and the elderly are especially sensitive to such exposures (which can occur through inhalation, absorption or ingestion). Almost every aspect of human health could be adversely affected. The most recent finalized EPA Five –year Review (FYR) projected that this threat is expected to continue until some uncertain time “in the 2040s.”

**Hill AFB** - The Base is both the polluter and the lead Agency for resolving the threats that its pollution generates. However, Congress provided an exception for many Federal polluters including the military, which made real remediation only a ‘discretionary’ function. This controversial congressional action was validated through a 13 January 2015 Federal court decision (Waverley vs. U.S.A.). The military has widely embraced its ‘discretionary’ prerogative by doing almost nothing genuinely remedial.

**City of South Weber** - The City’s 2014 General Plan also mentions this threat but the City’s descriptions show the problem to be many times smaller than described in the Superfund documents, and one that can supposedly be managed for safe development. This allegedly was based on information provided by Hill AFB, but it contradicts Superfund guidance and the documents signed by the Air force, EPA and UDEQ.

**South Weber Coalition** - OU1 contamination passes through our properties before polluting the rest of the valley. We have been advised to do everything we can to resolve this problem and to warn our neighbors of this on-going threat. We have strived to do this for over four decades with limited success. Success was most evident when those who contacted us, for advice, decided to reside elsewhere until/unless the threat was resolved. De-listing from the National Priority List (NPL) would document resolution.

**Threatened City Residents** - Utah is a buyer-beware state. While true, our Coalition believes this is unrealistic with this complex matter. The City, in our view, has been especially remiss here. Nevertheless, you need to help yourselves by studying the copious Superfund records governing your situations. We will assist if needed.



# APPLICATION FOR CHANGE OF ZONING

South Weber City  
1600 East South Weber Drive  
South Weber, Utah 84405  
Phone: (801) 479-3177 Fax: (801) 479-0066

OFFICE USE: Application # R218-05 Fee \$ 300 Receipt # ✓ Date Received JS 5/23/18

Owner of Property F.M. Winkler Family, LLC

Applicant's Name Mckay Winkler  
Mailing Address 3651 N 100 E #125 City, State, Zip Provo, UT 84604  
Phone 801 377 8035 Fax \_\_\_\_\_ Email MckayWinkler@gmail.com

Agent's Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Request: 11.86 Acres/Sq. Feet be changed from P-O zone to C-R zone  
\_\_\_\_\_ Acres/Sq. Feet be changed from \_\_\_\_\_ zone to \_\_\_\_\_ zone

Property Address: APX 900 Cottonwood Road

Parcel Number(s): 13-018-0021 ; 07-109-0017 Total Acres or Sq. Feet: 11.86 Acres

Legal Description: (If description is longer than space provided, please submit complete legal description on an addendum sheet.)

See Attached Survey & other Documents

What is the proposed use?

RV Resort

In what way does the proposal recognize the City's General Plan?

Allows an otherwise challenged parcel (located in a Flood Zone) be developed & contribute to the City's tax base



**Public Notice Authorization:** I (we) do hereby give permission to South Weber City to place a city Apublic notice@ sign on the property contained in this application for the purpose of notification of the change of zoning application.

Signed: \_\_\_\_\_

Property Owner

Property Owner

### APPLICANT'S AFFIDAVIT

State of Utah \_\_\_\_\_ )  
County of Utah \_\_\_\_\_ )

I (we) Mckay Winkel \_\_\_\_\_, being duly sworn, depose and say I (we) am (are) the sole  
Property Owner(s) or Agent of Owner  
owner(s)/agent of the owner(s), of the property involved in this application, to-wit, APNS : 13-018-0021 ; 07-109-0017  
Property Address

and that the statements and answers contained herein, in the attached plans, and other exhibits, thoroughly and to the best of my ability, present the argument in behalf of the application. Also, all statements and information are in all respects true and correct, to the best of my knowledge and belief.

Dated this 28 day of March, 2018.

Signed: \_\_\_\_\_

Property Owner or Agent

Property Owner or Agent

Subscribed and Sworn before me this 28th day of March, 2018.



KAREN F. HARBOLD  
NOTARY PUBLIC-STATE OF UTAH  
COMMISSION# 686327  
COMM. EXP. 12-02-2019

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

Karen F. Harbold

### AGENT AUTHORIZATION

State of Utah \_\_\_\_\_ )  
County of \_\_\_\_\_ )

I (we) \_\_\_\_\_, the sole owner(s) of the real property located at  
Property Owner(s)  
\_\_\_\_\_, South Weber City, Utah do hereby appoint \_\_\_\_\_,  
Property Address

as my (our) agent to represent me (us) with regard to this application affecting the above described real property, and to appear on my (our) behalf before any city boards considering this application.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed: \_\_\_\_\_

Property Owner

Property Owner

Subscribed and Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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





# *Community and Economic Development*

---

Davis County Administration Building - 61 S. Main Street - Farmington Utah 84025  
Telephone: (801) 451-3279- Fax: (801) 451-3281  
Barry Burton/Director

July 5, 2018

## **F.M. WINKEL FAMILY LLC/BOULDER RANCH REZONE**

**REQUEST:** rezone 11.86 acres from P-O (Professional Office) to C-R (Commercial Recreation)

**GENERAL INFORMATION:** The proposed use of the property located at approximately 900 East Cottonwood Rd., formerly known as the Frisbee property, is an RV Park. This is the latest and proposed use of the land in a long string of proposals going back many years. It is, in my opinion, the most viable use ever proposed. That is mainly due to the fact that the property is almost entirely within a flood plain making it very difficult and expensive to locate permanent buildings on the property. This proposal will require some small buildings to support the primary use, but this is feasible on a small scale.

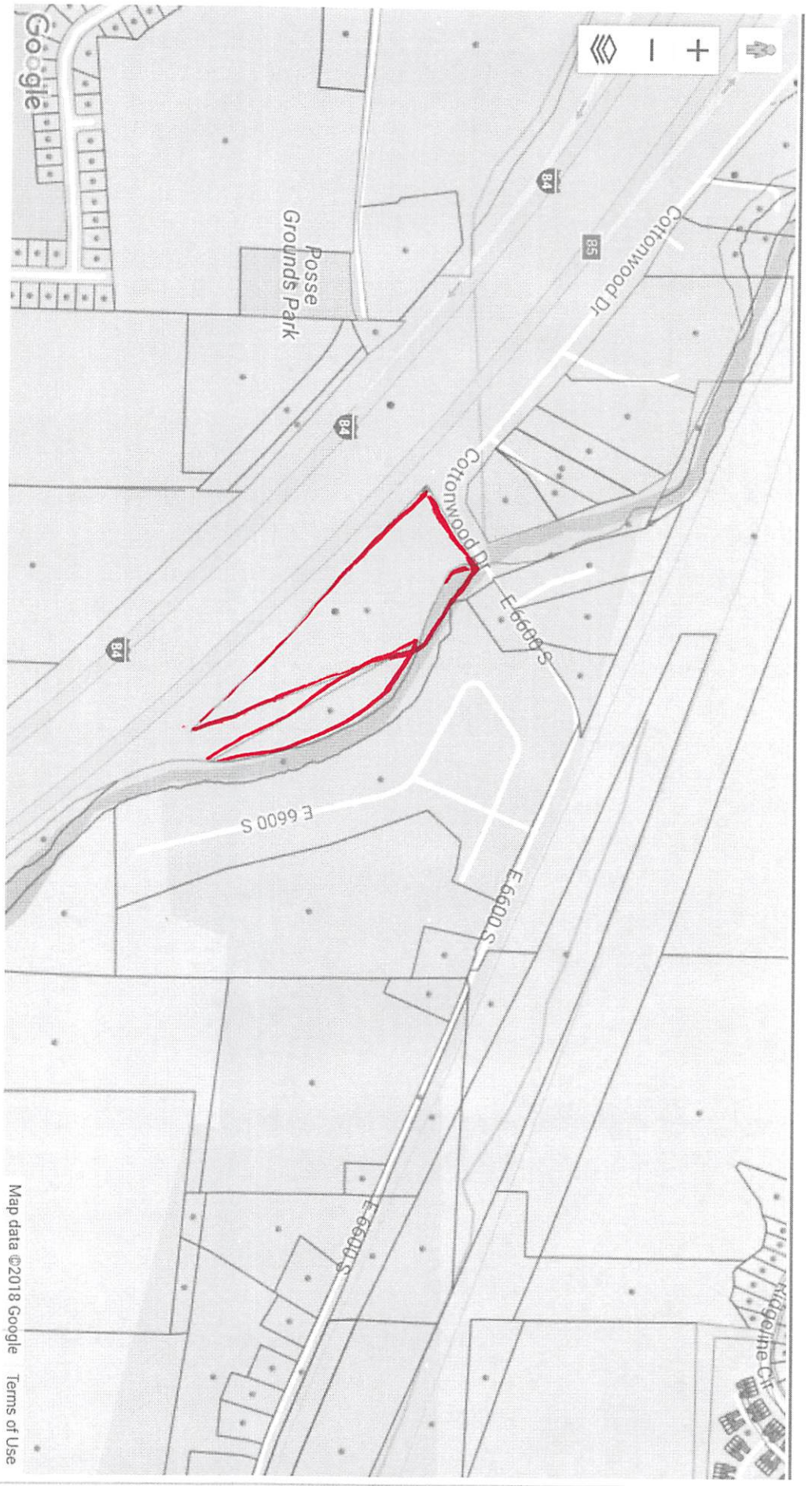
The General Plan anticipates Commercial Highway with a possible Mixed Use overlay. Though the C-R Zone isn't the same as the C-H Zone, the C-R Zone is commercial and an RV Park is certainly a highway oriented use. An RV Park of this size would be a conditional use in the C-R Zone requiring Planning Commission and City Council approval.

**STAFF RECOMMENDATION:** I recommend approval of the rezone request.





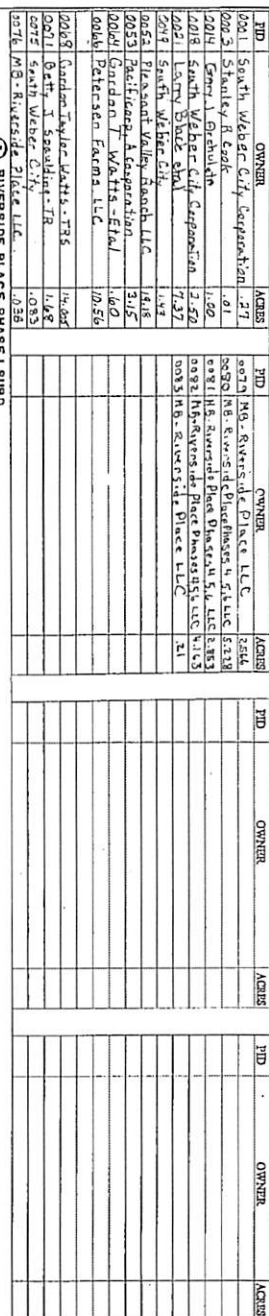




\* Not a plat map, but might be helpful  
since there are so many partial plat maps (subjects are on the border)



018



NW 1/4 SECTION 28, T5N, R 1W, SLB&M  
DAVIS COUNTY UTAH - RECORDER'S OFFICE

SCALE:  
1"=200'

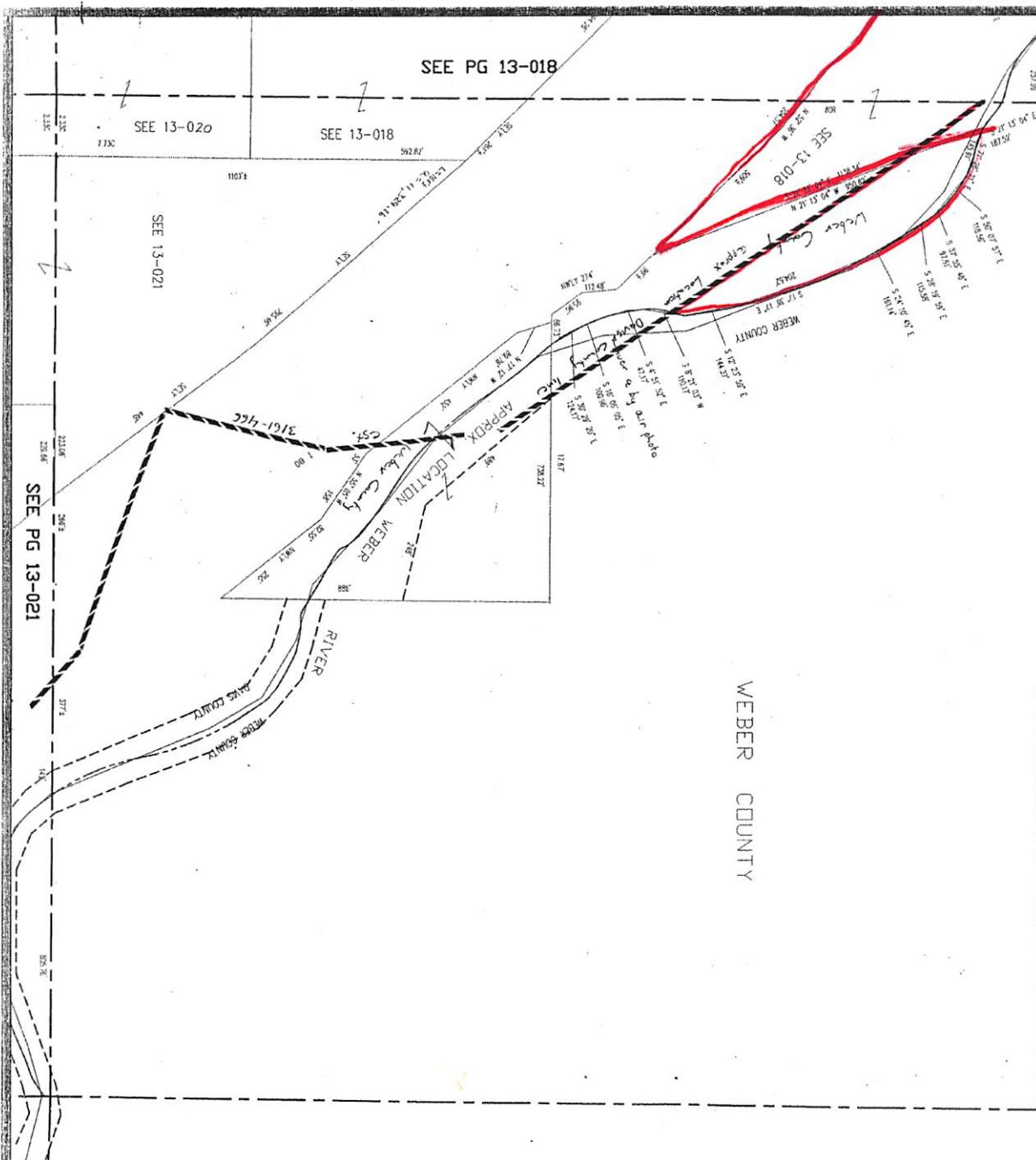


13-018  
LAST #

10-16



017



PUB OWNER	ACRE
0001 STATE ROAD CONSTRUCTION	1.488
0002 STATE ROAD CONSTRUCTION	.190
0003 STATE ROAD CONSTRUCTION	2.637

[illegible]

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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[illegible]

NE SECTION 28 T 5N R 1W SALT LAKE MERIDIAN  
DAVIS COUNTY, UTAH - RECORDERS OFFICE

1-94

SCALE: 1" = 200'



PREFIX  
13-010  
LAST #

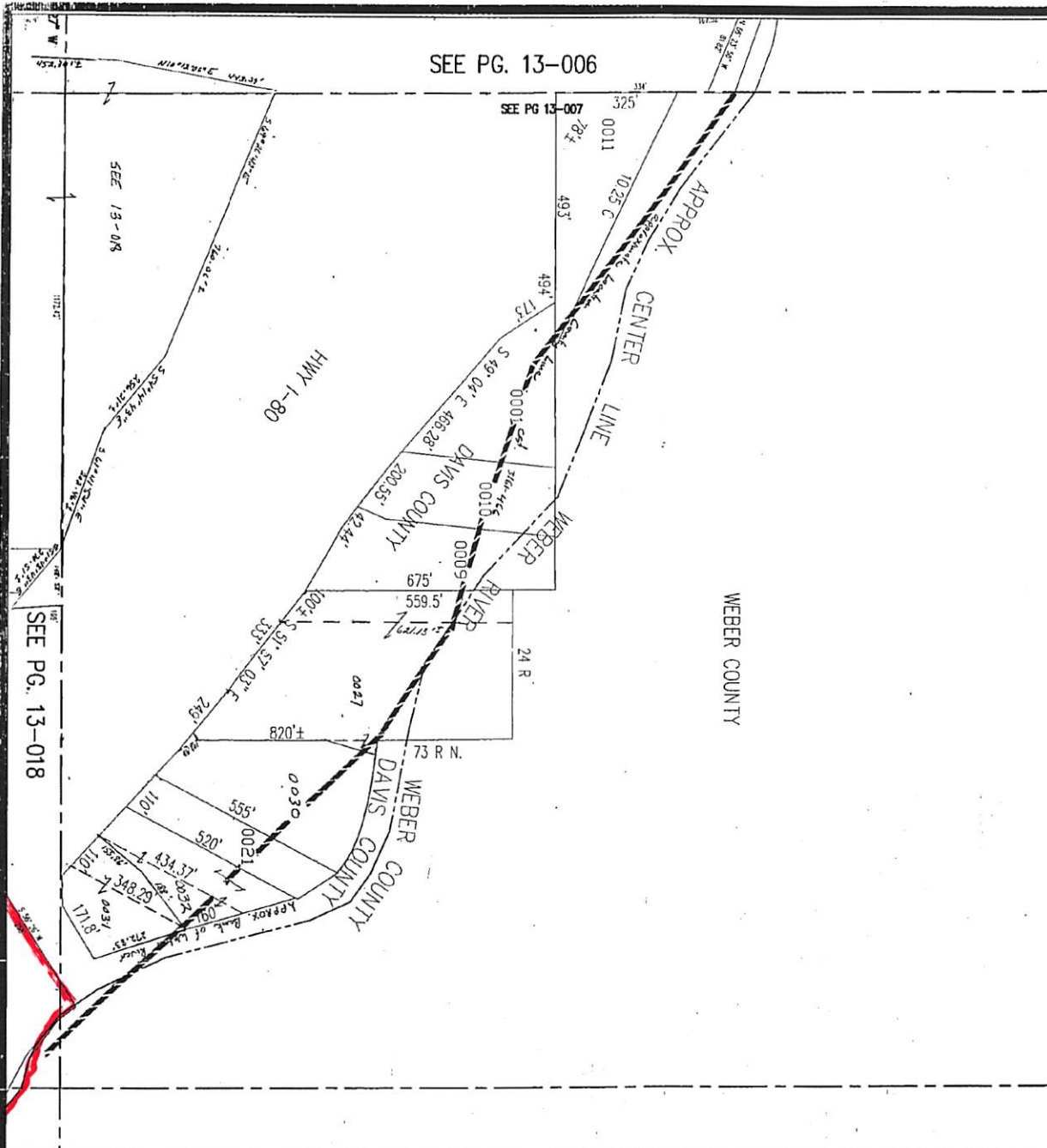


13

007

SEE PG. 13-006

SEE PG 13-007



P/LD OWNER	ACRE	P/LD OWNER	ACRE
0001 KATRON, ARON R. & PERRY S.	1.880	0021 KATRON, ARON R. & PERRY S.	1.880
0002 KATRON, ARON R. & PERRY S.	1.880	0022 KATRON, ARON R. & PERRY S.	1.880
0003 KATRON, ARON R. & PERRY S.	1.880	0023 KATRON, ARON R. & PERRY S.	1.880
0004 KATRON, ARON R. & PERRY S.	1.880	0024 KATRON, ARON R. & PERRY S.	1.880
0005 KATRON, ARON R. & PERRY S.	1.880	0025 KATRON, ARON R. & PERRY S.	1.880
0006 KATRON, ARON R. & PERRY S.	1.880	0026 KATRON, ARON R. & PERRY S.	1.880
0007 KATRON, ARON R. & PERRY S.	1.880	0027 KATRON, ARON R. & PERRY S.	1.880
0008 KATRON, ARON R. & PERRY S.	1.880	0028 KATRON, ARON R. & PERRY S.	1.880
0009 KATRON, ARON R. & PERRY S.	1.880	0029 KATRON, ARON R. & PERRY S.	1.880
0010 KATRON, ARON R. & PERRY S.	1.880	0030 KATRON, ARON R. & PERRY S.	1.880
0011 KATRON, ARON R. & PERRY S.	1.880	0031 KATRON, ARON R. & PERRY S.	1.880
0012 KATRON, ARON R. & PERRY S.	1.880	0032 KATRON, ARON R. & PERRY S.	1.880
0013 KATRON, ARON R. & PERRY S.	1.880	0033 KATRON, ARON R. & PERRY S.	1.880
0014 KATRON, ARON R. & PERRY S.	1.880	0034 KATRON, ARON R. & PERRY S.	1.880
0015 KATRON, ARON R. & PERRY S.	1.880	0035 KATRON, ARON R. & PERRY S.	1.880
0016 KATRON, ARON R. & PERRY S.	1.880	0036 KATRON, ARON R. & PERRY S.	1.880
0017 KATRON, ARON R. & PERRY S.	1.880	0037 KATRON, ARON R. & PERRY S.	1.880
0018 KATRON, ARON R. & PERRY S.	1.880	0038 KATRON, ARON R. & PERRY S.	1.880
0019 KATRON, ARON R. & PERRY S.	1.880	0039 KATRON, ARON R. & PERRY S.	1.880
0020 KATRON, ARON R. & PERRY S.	1.880	0040 KATRON, ARON R. & PERRY S.	1.880

P/LD OWNER	ACRE	P/LD OWNER	ACRE
0041 KATRON, ARON R. & PERRY S.	1.880	0042 KATRON, ARON R. & PERRY S.	1.880
0043 KATRON, ARON R. & PERRY S.	1.880	0044 KATRON, ARON R. & PERRY S.	1.880
0045 KATRON, ARON R. & PERRY S.	1.880	0046 KATRON, ARON R. & PERRY S.	1.880
0047 KATRON, ARON R. & PERRY S.	1.880	0048 KATRON, ARON R. & PERRY S.	1.880
0049 KATRON, ARON R. & PERRY S.	1.880	0050 KATRON, ARON R. & PERRY S.	1.880
0051 KATRON, ARON R. & PERRY S.	1.880	0052 KATRON, ARON R. & PERRY S.	1.880
0053 KATRON, ARON R. & PERRY S.	1.880	0054 KATRON, ARON R. & PERRY S.	1.880
0055 KATRON, ARON R. & PERRY S.	1.880	0056 KATRON, ARON R. & PERRY S.	1.880
0057 KATRON, ARON R. & PERRY S.	1.880	0058 KATRON, ARON R. & PERRY S.	1.880
0059 KATRON, ARON R. & PERRY S.	1.880	0060 KATRON, ARON R. & PERRY S.	1.880
0061 KATRON, ARON R. & PERRY S.	1.880	0062 KATRON, ARON R. & PERRY S.	1.880
0063 KATRON, ARON R. & PERRY S.	1.880	0064 KATRON, ARON R. & PERRY S.	1.880
0065 KATRON, ARON R. & PERRY S.	1.880	0066 KATRON, ARON R. & PERRY S.	1.880
0067 KATRON, ARON R. & PERRY S.	1.880	0068 KATRON, ARON R. & PERRY S.	1.880
0069 KATRON, ARON R. & PERRY S.	1.880	0070 KATRON, ARON R. & PERRY S.	1.880
0071 KATRON, ARON R. & PERRY S.	1.880	0072 KATRON, ARON R. & PERRY S.	1.880
0073 KATRON, ARON R. & PERRY S.	1.880	0074 KATRON, ARON R. & PERRY S.	1.880
0075 KATRON, ARON R. & PERRY S.	1.880	0076 KATRON, ARON R. & PERRY S.	1.880
0077 KATRON, ARON R. & PERRY S.	1.880	0078 KATRON, ARON R. & PERRY S.	1.880
0079 KATRON, ARON R. & PERRY S.	1.880	0080 KATRON, ARON R. & PERRY S.	1.880

SW SECTION 21 T 5N R 1W SALT LAKE MERIDIAN  
DAVIS COUNTY, UTAH - RECORDERS OFFICE

SCALE:  
1" = 200'

N

PREFIX 14  
13-007  
LAST #  
0002



SCALE 1"=200'

TAXING UNIT: 55, 58, 299

SEE PAGE 80

\*SEE NOTE  
ON MARGIN

UNION PACIFIC RAILROAD CO  
071090007  
7/35

~~U.P.R.R.~~

JAY R KENDALL  
& WF ELAINE E  
071090002  
4.46 ACT

SCOTT F KENDALL  
& WF CATHY R ETAL  
(071090015)  
21 160 SQ FT

KENDELL FARMS LLC  
071090005

JOSEPH D DYE &  
SARA A

JAY R KENDALL  
& WF ELAINE E  
6 071090000

KENDELL FARMS LLC  
0710000020

16.78 AC±

WEBER PATHWAYS  
071000018

8.04 AC± TU:438

JAY R KENDELL  
& WF ELAINE E

071090022

WEBER PATHWAYS  
071090021

28,525 SQ FT  
TU: 58

CENTERLINE OF THE WATER  
OF THE WEBER RIVER  
(E#2488050)/

ASSESSED IN  
DAVIS COUNTY

L.D.F. 10-87

\* NOTE:  
EXISTING R.O.W. FENCES AS USED, ARE AS SHOWN  
HEREON. HOWEVER, AN "OFFICIAL" RAILROAD MAP,  
FILED IN BOOK 5 OF PLATS, PAGE 80-C SHOWS  
R.O.W. AS BEING 200' ON EACH SIDE OF CENTERLINE.

SEE NEWER MAP FROM R.R. 38-89

DAVIS COUNTY

\*RETRACED WEBER/DAVIS COUNTY LINE  
BK 56 PGS 88-92 E# 1885948

1-84 (1-84)

\*WEBER

STATE ROAD  
COMMISSION  
OF UTAH  
07109001

1.38 AC  
TU: 58

7



PART OF THE S.W. 1/4, OF SECTION 21, T.5N., R.1W., S.L.B. & M.

523

# CARTER SUBDIVISION

IN UNIAH TOWN

TAXING UNIT: 299

SCALE 1" = 60'

SEE PAGE 80

SEE PAGE 80

SEE PAGE 80

10' UTILITY & DRAINAGE EASEMENTS EACH  
SIDE OF PROPERTY LINES AS INDICATED  
BY DASHED LINES EXCEPT AS OTHERWISE  
SHOWN

FOR COMPLETE ENG DATA SEE  
ORIGINAL DEDICATION PLAT IN  
BOOK 47, PAGE 49 OF RECORDS

PW 7-98

Subject



## Legal Descriptions

### Parcel 1

Beginning at the Northwest Corner of the Northeast Quarter of Section 28, Township 5 North, Range 1 West, Salt Lake Base and Meridian and running thence South 21°13'04" East 1138.34 feet (Southeasterly 1178 feet more or less per deed) to the Northeasterly line of US Highway 1-80 at a point 150 feet radially distance Northeasterly from the center line of West boundary lane; thence Northwesterly 513.06 feet (509 feet more or less per deed) along the arc of an 11,609.16 foot radius curve to the left to a point opposite engineers Station 172+00, (Note: tangent to said 11,609.16 radius curve at its point of beginning bears approximately North 41°09' West) (Delta is 2°31'56" and Long Chord bears North 42°29'30" West 513.02 feet); thence North 52°36'28" West 204.57 feet (North 52°36' West per deed) to a point 120 feet radially distant Northeasterly from center line of said West boundary lane opposite engineers station 170+00; thence Northwesterly 552.83 feet (555 feet more or less per deed) along the arc of an 11,579.16 foot radius curve to the left, (Note: tangent to said 11,579.16 foot radius curve at its point of beginning bears North 44°40' West) (Delta is 2°44'08" and Long Chord bears North 46°02'34" West 552.77 feet); thence North 0°29'48" East 31.84 feet (North per deed) to a point 50 feet perpendicular distant Southeasterly from center line of a grade separation for 6600 South Street; thence North 56°26'00" East 258.00 feet, more or less, parallel with said centerline to a point opposite grade separation engineers station 37+28; thence North 33°34'00" West 3.50 feet (2.39 feet per deed) to the North line of the Northwest Quarter of said Section 28; thence South 89°30'12" East 281.70 feet (East 287.99 feet per deed) to the point of beginning.

Contains 312,842 square feet or 7.18 acres.

### Parcel 2

Beginning at a point on the center line of the Weber River, said point being South 21°13'04" East 187.52 feet from the North Quarter Corner of Section 28, Township 5 North, Range 1 West, Salt Lake Base and Meridian and following a course Southeasterly along the center line of said river South 71°08'21" East 145.97 feet; thence South 50°07'57" East 118.56 feet; thence South 37°55'48" East 97.61 feet; thence South 28°19'59" East 115.88 feet; thence South 24°10'45" East 161.14 feet; thence South 17°38'17" East 204.62 feet; thence South 12°23'59" East 144.37 feet; thence South 8°21'03" West 110.17 feet; thence South 4°51'52" East 47.17 feet; thence South 16°06'05" East 100.96 feet; thence South 30°29'20" East 139.26 feet (124.17 feet per deed) to the South line of said Northwest Quarter of the Northeast Quarter; thence North 89°15'02" West along said Section line 91.05 feet (West 86.74 feet per deed) to the Northeast line of US Highway I-80; thence along said Northeast line North 35°18'12" West 97.07 feet (95.96 feet per deed); thence North 13°57'41" West 112.48 feet; thence Northwesterly along a 11,609.16 foot radius curve to the left 108.93 feet (99 feet more or less per deed) (Delta is 0°32'15" and Long Chord bears North 40°57'25" West 108.93 feet) to a point South 21°13'04" East 1138.34 feet from the North Quarter of said Section 28; thence North 21°13'04" West 950.82 feet to the point of beginning.

Contains 203,641 square feet or 4.67 acres.



# Deed Restrictions/Title Exceptions





Beginning at a point on the center line of the Weber River and point being South 21° 18' 00" W

the 1970s and 1980s, the United States and other nations have been able to reduce the number of deaths from AIDS. In the United States, the number of deaths from AIDS has declined from 17,134 in 1982 to 12,141 in 1997 (Table 1). In the United States, the number of deaths from AIDS has declined from 17,134 in 1982 to 12,141 in 1997 (Table 1). In the United States, the number of deaths from AIDS has declined from 17,134 in 1982 to 12,141 in 1997 (Table 1).

This survey was requested by Wendy Walker to determine the location of the County Digital #07-178-0017 and Data Court. Parcel #18-018-0031 as to

[illegible]

**Landmark Surveying, Inc.**

**CLIENT:** *McKay Winkler*

**ADDRESS:** 2500 W. 17th  
Birmingham, UT 84003  
801-731-8038

**COMPANY:** A Complete Land Surveying Service  
www.completelandsurveying.com

Township 5 North Range 1 West Still Lake Res. and M. v. Illinois

Keywords	TEACHING
----------	----------

DATE	



# Earthtec Engineering, P.C.

133 North 1330 West  
Orem, Utah 84057  
225-5711

3534 Eccles Ave  
Ogden, Utah 84403  
399-9516

---

March 4, 1999

John Reeve  
Reeve & Reeve Engineering  
3670 Quincey Ave, Suite 1  
Ogden, UT 84403

Subject: Geotechnical Site Consultation  
Approximately 800 East 6600 South  
South Weber, Utah  
ETE Job No. 99E-108

Dear John:

As requested on March 3, 1999 a field engineer E.I.T. from Earthtec Testing and Engineering visited the subject site to evaluate the feasibility of development. Our services were limited to visual observation of the ground surface and local topography.

The site is located on a parcel of ground which lies between the Weber River and I-84 in South Weber, Utah. Portions of the property lie within the flood plain of the Weber River. The site is covered with uncontrolled fill and rubbish in several areas and there is a moderate amount of native vegetation growth. The native soils exposed on the surface generally consisted of silty sand to sandy silt with cobbles. The soils in this area tend to be river bed deposits consisting of sands and gravels with isolated areas of clay, silt and peat. According to seismic and liquefaction maps of the area no faults are known to traverse the site and liquefaction potential is generally low.

Our understanding is that approximately 8 apartment buildings consisting of 8 to 12 units each, are planned for this lot. It is the developers intentions to grade the lot such that the buildings will be higher than the flood plane elevation. It is our recommendation that once the site plans are completed a geotechnical investigation be conducted at the location of each building to determine the geotechnical characteristics of the subsoils and identify potential geologic hazards. It is our opinion that this lot can be developed with the appropriate foundation design to meet site conditions.



**Geotechnical Site Consultation  
Approximately 800 East 6600 South  
South Weber, Utah  
ETE Job No. 99E-108  
March 4, 1999**

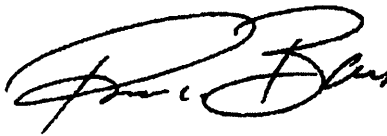
**Page 2**

If you have questions, please call.

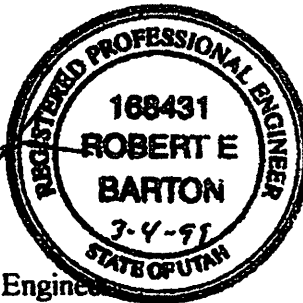
Respectfully:  
EARTHTEC ENGINEERING, P.C.



Jay Yahne E.I.T.  
Geotechnical Engineer



Robert E. Barton, P.E.  
Reviewing Geotechnical Engineer



1 Copy Sent



**ENVIROSERVE ASSOCIATES**

1224 East Raymond Road  
Fruit Heights, Utah 84037

June 4, 1999

John Reeves  
Reeve & Reeve, Inc.  
3670 Quincy Ave., Suite 1  
Ogden, Utah 84403

Dear John:

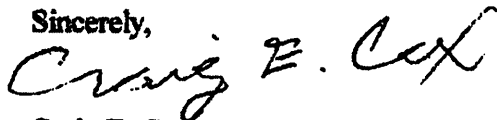
**Subject: Wetland Delineation on Property Located Adjacent to the Weber River.**

We have completed a wetland delineation on property located adjacent to the Weber River. The letter from the Army Corps of Engineers is attached. We have determined that there is no wetland on the subject property. However, we would recommend that the vegetation immediately adjacent to the stream be left to sustain the stability of the bank. Would you please make sure that this letter gets to the appropriate individuals.

The cost of the delineation is \$1,400.

If you have any questions or concerns please give me a call at 546-2105.

Sincerely,

  
Craig E. Cox





REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO  
CORPS OF ENGINEERS  
1325 J STREET  
SACRAMENTO, CALIFORNIA 95814-2922

May 17, 1999

Regulatory Branch (199950205)

Mr. Gordon Frisby  
c/o Wetland Resources  
ATTN: Mr. Todd Sherman  
182 East 300 North  
Logan, Utah 84321

Dear Mr. Sherman:

This letter is in response to your request dated April 14, 1999, for a determination of jurisdictional waters of the United States, including wetlands, on your client's property in Weber County. The property is located adjacent to the Weber River, in Section 28, Township 5 North, Range 1 West, South Ogden, Utah. A vicinity map is enclosed.

The wetland report and data sheet have been reviewed in light of the 1987 Corps of Engineers Wetland Delineation Manual. I have determined that the wetland determination does comply with the guidelines for identifying wetlands as outlined in the manual. Although there are no jurisdictional wetlands on site, the Weber River is a jurisdictional stream channel. A Department of the Army permit is required, pursuant to Section 404 of the Clean Water Act, for the discharge of dredged or fill material into the Weber River. A permit from the State Engineer's office is also required for such discharges as well as the removal of riparian vegetation.

If you have any questions, please contact Ms. Nicholle Braspenickx, at the Utah Regulatory Office, 1403 South 600 West, Suite A, Bountiful, Utah 84010, telephone (801) 295-8380 extension 13.

Sincerely,

Michael A. Schwinn  
Chief, Utah Regulatory Office

Enclosure





Utah Association  
of REALTORS®

# 2 PARCELS LOCATED IN WEBER AND DAVIS COUNTIES

## SELLER'S PROPERTY CONDITION DISCLOSURE (LAND)

This is a legally binding contract. If not understood, consult an attorney.



### LISTING AGENT - COMPLETE THIS SECTION ONLY!

SELLER NAME LARRY W. BLACK, GORDON K. FRISBEE, WANDA S. WINTLE ("Seller")  
PROPERTY ADDRESS 901 S. Cottonwood Drive ("Property")  
LISTING BROKERAGE The Franklin Group Real Estate ("Company")  
TAYLOR WEBER CITY 07-109-0017; DAVIS CITY 13-018-0021

### NOTICE FROM COMPANY

Buyer and Seller are advised that the Company and its agents are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide Buyer or Seller with professional advice regarding the physical condition of any property or regarding legal or tax matters. The Company and its agents strongly recommend that in connection with any offer to acquire the Property, Buyer retain the professional services of legal and/or tax advisors, property inspectors, surveyors, and other professionals to satisfy Buyer as to any and all aspects of the physical and legal condition of the Property. BUYER IS ADVISED NOT TO RELY ON THE COMPANY, OR ON ANY AGENTS OF THE COMPANY, FOR A DETERMINATION REGARDING THE PHYSICAL OR LEGAL CONDITION OF THE PROPERTY, including, but not limited to: the cost, location, availability and quality of water and water service; the cost, location and availability of utility services; the cost of all utility service connection fees; any environmental issues associated with the Property; the boundaries of the Property; any planning, zoning and building restrictions; any private deed restrictions or other restrictive covenants; or the size or acreage of the Property.

### INSTRUCTIONS TO SELLER

SELLER IS OBLIGATED UNDER LAW TO DISCLOSE TO BUYERS DEFECTS IN THE PROPERTY KNOWN TO SELLER THAT MATERIALLY AND ADVERSELY AFFECT THE VALUE OF THE PROPERTY THAT CANNOT BE DISCOVERED BY A REASONABLE INSPECTION BY AN ORDINARY PRUDENT BUYER. This disclosure form is designed to assist Seller in complying with these disclosure requirements. Please thoroughly disclose your actual knowledge regarding the condition of the Property. The Company, other real estate agents, and buyers will rely on this disclosure form.

- Complete the remainder of this form.
- Please be specific when describing any past or present issues or defects (location, nature of problem, etc.). Use additional addendum if necessary.
- If a question does not apply to your Property, WRITE "N/A" NEXT TO THE QUESTION.

#### 1. NATURAL GAS, ELECTRICITY, TELEPHONE, CABLE TV

Please describe, to your knowledge, the approximate location of the nearest following utility service lines:

- A. Natural Gas: ☐ Located in N/A (Name of Street/Road) ☐ Stubbed to Lot Line  
☐ Other (specify) \_\_\_\_\_
- B. Electricity: ☐ Located in nearby (Name of Street/Road) ☐ Stubbed to Lot Line  
☐ Other (specify) \_\_\_\_\_
- C. Telephone: ☐ Located in nearby (Name of Street/Road) ☐ Stubbed to Lot Line  
☐ Other (specify) \_\_\_\_\_
- D. Cable TV: ☐ Located in n/a (Name of Street/Road) ☐ Stubbed to Lot Line  
☐ Other (specify) \_\_\_\_\_

#### 2. SEWER/SEPTIC TANK

A. To your knowledge, sewer service for the Property will be provided by (check applicable box):

☒ Public Sewer

☐ Septic Tank

B. If Public Sewer, who is the Public Sewer provider: South Weber City

C. If sewer service is Septic Tank, to your knowledge has a percolation test been conducted on the Property?

D. If a percolation test was conducted, to your knowledge, did the Property pass the test?

☐ Yes ☐ No

☐ Yes ☐ No



### 3. CULINARY WATER

A. To your knowledge, culinary water service for the Property will be provided by (check applicable box):

- ☒ **Public Water** (Name of water service provider): South Weber City  
☐ **Private Water Company** (Name of water service provider): \_\_\_\_\_  
☐ **Private Well**

**NOTE: IF WATER SERVICE WILL BE PROVIDED BY PUBLIC WATER, SKIP TO SECTION 4**

#### B. Private Water Company

(1) To your knowledge, what is the approximate location of the nearest private water company water service line?

- ☐ **Located in** \_\_\_\_\_ (Name of Street/Road) ☐ **Stubbed to Lot Line**  
☐ **Other (specify)** \_\_\_\_\_

(2) Are the water share certificates in your possession? If yes, please attach a copy.

☐ Yes ☐ No

(3) To your knowledge, are water share assessments paid in full?

☐ Yes ☐ No

#### C. Private Well

(1) Is a well presently located on the Property?

☐ Yes ☐ No

(2) To your knowledge, is your water right for the well represented by a contract with a special improvement or water conservancy district? If "Yes", what is the number of the district contract? \_\_\_\_\_

☐ Yes ☐ No

(3) If your water right for the well is not based on a contract with a special improvement or water conservancy district, to your knowledge, what is the State Engineer "Index Number" for your water right? \_\_\_\_\_ - \_\_\_\_\_

### 4. IRRIGATION WATER

A. Are there any irrigation water rights with the Property?

☐ Yes ☐ No

B. If irrigation water is delivered to you by an irrigation water company, what is the name of the company?

N/A

C. Do you have in your possession water share certificates representing your right to receive and use irrigation water? If "Yes", please attach a copy of any such share certificates.

☐ Yes ☐ No

D. If the irrigation water rights are other than shares in an irrigation water company, to your knowledge, what is the State Engineer "Index Number" or numbers for your irrigation water rights? \_\_\_\_\_ - \_\_\_\_\_

E. Is there an irrigation water source and distribution facility in place for the Property such as canals, ditches or pressurized sprinkler system? If "Yes", what is the name of the water source: \_\_\_\_\_

☐ Yes ☐ No

### 5. SOILS

A. Are you aware of any settlement or heaving of soil on the Property (collapsible or expansive soils, poorly compacted fill)? If "Yes", please describe, to your knowledge, the nature and location of any settlement or heaving of soil:

See report Earthtec Engineering

B. To your knowledge, is there any fill located on the Property? If "Yes", please describe, to your knowledge, the nature and approximate location of any fill:

☐ Yes ☐ No

C. Are you aware of any sliding or earth movement on the Property or on any adjoining property (landslides, falling rocks, debris or mud flows)? If "Yes", please describe the nature and location of the sliding or earth movement: \_\_\_\_\_

☐ Yes ☐ No

D. To your knowledge, does any portion of the Property contain any subsurface, man-made debris that has been buried, covered or abandoned, including without limitation, any discarded or abandoned construction materials, concrete footings or foundations, trash, etc? If "Yes", please describe the nature and location of such subsurface debris: \_\_\_\_\_

☒ Yes ☐ No

E. Please describe, to your knowledge, any action taken to repair or mitigate any of the issues described 5A, 5B, 5C or 5D: \_\_\_\_\_



F. Are you aware of any geologic, soils, engineering, or environmental reports that have been prepared for the Property? If "Yes", please attach a copy of any such reports in your possession. ☒ Yes ☐ No

## 6. BOUNDARIES & ACCESS

A. To your knowledge, is there anything on your Property (such as a fence or any other improvement) that encroaches (extends) onto any adjoining property? If "Yes", please describe, to your knowledge, the nature and approximate location of any such encroachment: ☐ Yes ☒ No

B. To your knowledge, is there anything on any adjoining property (such as a fence, deck, or any other improvements) that encroaches (extends) onto your Property? If "Yes", please describe, to your knowledge, the nature and approximate location of any such encroachment: ☐ Yes ☒ No

C. Are you aware of any boundary disputes or conflicts involving your Property and any adjoining property or properties? If "Yes", please describe, to your knowledge, the nature of any such boundary disputes or conflicts: ☐ Yes ☒ No

D. Are you aware of any survey(s) that have been prepared for the Property or any adjoining property or properties? If "Yes", please provide a copy of any such survey(s) in your possession. ☒ Yes ☐ No

E. Are you aware of any unrecorded easements, or claims for easements, affecting the Property? If "Yes", please describe, to your knowledge, the nature and approximate location of any such easement(s): ☐ Yes ☒ No

LAND MARK

F. To your knowledge, is there direct access to the Property from a public street/road? ☒ Yes ☐ No

G. If direct access to the Property is not from a public street/road, to your knowledge, is there direct access to the Property through (check applicable box): ☐ Private Easement ☐ Private Street/Road ☐ Yes ☐ No

## 7. FLOODING/DRAINAGE

A. Are you aware of any flooding or lot drainage issues on the Property? If "Yes", please describe, to your knowledge, the nature and approximate location of any flooding or lot drainage issues: ☐ Yes ☒ No

B. If there are flooding or lot drainage issues, are you aware of any work done at the Property to mitigate or to prevent any recurrence of any flooding or lot drainage issues? If "Yes", please describe, to your knowledge, any work done at the Property to mitigate or prevent flooding or lot drainage issues: ☐ Yes ☒ No

C. Are you aware of any wetlands located on the Property? ☐ Yes ☒ No

D. If you are aware of wetlands on the Property, to your knowledge, has the Property been mapped for wetlands? If "Yes", please provide a copy of any wetlands maps and wetlands permits in your possession. ☐ Yes ☐ No

E. Are you aware of any action taken to mitigate any wetland issues through the Army Corps of Engineers? If "Yes", please describe, to your knowledge, the nature of any mitigation work done at the Property: ☒ Yes ☐ No

Letter from Army Corp stating no wetlands

## 8. ENVIRONMENTAL ISSUES

A. Are you aware of any past or present hazardous conditions, substances, or materials on the Property, such as methane gas, radioactive material, landfill, mineshaft, buried storage tanks and lines, or toxic materials? If "Yes", please describe, to your knowledge the nature of any such hazardous conditions: ☐ Yes ☒ No

B. If you are aware of any past or present hazardous conditions, substances, or materials on the Property, are you aware of any work done at the Property to mitigate any such hazardous conditions? If "Yes", please describe, to your knowledge, the nature of any mitigation work: ☐ Yes ☒ No

C. Are you aware of any environmental reports that have been prepared for the Property? If "Yes", please attach copies of any such reports in your possession. ☒ Yes ☐ No

Enclosed

## 9. HOMEOWNERS ASSOCIATION

A. To your knowledge, is the Property part of a Homeowner's Association (HOA)? ☐ Yes ☒ No

B. If the Property is part of an HOA, does the HOA levy dues or assessments for maintenance of common areas and/or other common expenses? ☐ Yes ☒ No



C. For questions regarding the HOA, including past, present or future dues or assessments, or regarding financial statements, bylaws, HOA meetings and minutes, information may be obtained from the following:

(Name) \_\_\_\_\_  
(Address) \_\_\_\_\_  
(Phone) \_\_\_\_\_

BY SIGNING THIS DISCLOSURE FORM, SELLER AUTHORIZES THE RELEASE OF HOA INFORMATION TO BUYER AND/OR TO BUYER'S AGENT.

**10. UNPAID ASSESSMENTS**

A. Are you aware of any HOA, municipal, special improvement district or other assessments that are presently owing against the Property? If "Yes", please describe, to your knowledge, the nature and amount of any such unpaid assessments: [ ] Yes ☒ No

B. Are you aware of any HOA, municipal, or special improvement district assessments that have been approved but not yet levied against the Property? If "Yes", please describe, to your knowledge, the nature and amount of any such approved, but not yet levied, assessments: [ ] Yes ☒ No

**11. MISCELLANEOUS**

A. To your knowledge, is any portion of the Property presently assessed, for property tax purposes, as "Greenbelt"? [ ] Yes ☒ No

B. Are you aware of any existing or threatened legal action affecting the Property? If "Yes", please describe, to your knowledge, the nature of any such legal action: [ ] Yes ☒ No

**ACREAGE/SQUARE FOOTAGE**

Seller represents that any figures provided by Seller in any documents regarding the square footage or acreage of the Property are not based on any personal measurement by Seller. If the square footage or acreage of the Property is of material concern to Buyer, Buyer is advised to verify the square footage or acreage through any independent sources or means deemed appropriate by Buyer. BUYER IS ADVISED NOT TO RELY ON SELLER, THE COMPANY, OR ANY AGENTS OF THE COMPANY FOR A DETERMINATION REGARDING THE SQUARE FOOTAGE OR ACREAGE OF THE PROPERTY.

**VERIFICATION BY SELLER**

Seller verifies that Seller has completed this disclosure form and that the information contained herein is accurate and complete to the best of Seller's actual knowledge as of the date signed by Seller below. SELLER UNDERSTANDS AND AGREES THAT SELLER WILL UPDATE THIS DISCLOSURE FORM IF ANY INFORMATION CONTAINED HEREIN BECOMES INACCURATE OR INCORRECT IN ANY WAY. Seller authorizes the Company to provide copies of this disclosure form to prospective buyers, and to real estate brokers and agents. This disclosure form is not a warranty of any kind. If Buyer and Seller enter into a sales contract for the Property, and such sales contract includes, excludes, or warrants the condition of any item referenced herein, then to the extent there is a conflict between the sales contract and any representations contained herein, the terms of the sales contract shall control.

Seller: WW Date: 3/23/14 Seller: \_\_\_\_\_ Date: \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT BY BUYER**

Buyer's signature below acknowledges Buyer's receipt of a copy of this disclosure form.

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

Seller's Initials WW Date 3/23/14 Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_



\*\*\*\*\*

## DISCLOSURE FORM UPDATE

The above disclosure form was reviewed and updated by Seller on the date signed by Seller below. (Check Applicable Boxes)  
[ ] There are no changes in the above disclosure form; [ ] The above disclosure form has been changed as follows:

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and/or [ ] The above disclosure form has been changed as noted on attached Addendum No. \_\_\_\_\_ to this disclosure form.

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

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NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DESIRE SPECIFIC LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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UAR FORM 10A

X Seller's Initials WW Date 3/27/14 Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_



# 4/13

656

Recorded at request of State Dept of Highway Fee Paid None  
Date APR 30 1974 at 1:51 PM MARGUERITE S. BOURNE Recorder Davis County  
BY Barbara L. Sweden Deputy Book 1538 Page 656

394617 IN THE SECOND DISTRICT COURT IN AND FOR DAVIS COUNTY

STATE OF UTAH

7-2 28.5m.1w

STATE OF UTAH, by and through  
its ROAD COMMISSION,

Plaintiff,

-v-

ELWOOD T. WATTS and EDNA D.  
WATTS, his wife,

Defendants

FINAL ORDER OF CONDEMNATION

Civil No. 15845  
Project No. I-80N-6(7,46  
Parcel Nos. 36, 36:A, 36:E,  
36:R, 37:A, 37:E, 36:S  
Total Payment \$54,962.16

It appearing to the court and the court now finds that

heretofore, on the 7th day of February, 1974, this court made  
and entered its judgment in the above entitled proceeding, and

☐ ☐ ☒ said judgment is hereby referred to; and

It appearing to the court and the court now finds

that pursuant to the law and the said judgment, the plaintiff  
did pay said judgment to the defendants Elwood T. Watts and  
Edna D. Watts, his wife, together with all interest required by  
said judgment to be paid; and

it further appearing to the court that the plaintiff  
has made all payments as required by law and order of this  
court, and that this is not a case where any bond was required  
to be given; and all and singular the law in the premises being  
given by the court understood and fully considered,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the  
parcels of land hereinafter described are hereby taken and con-  
demned in fee simple title as to parcel Nos. 36, 36:A, 36:R, 37:A,  
36:S and for easement rights as to Parcel Nos. 36:E and 37:E for  
the purpose described and set forth in the plaintiff's complaint.

THIS INSTRUMENT CHECKED WITH

FILED  
APR 30 1974  
CLERK

7-27-74  
1636



657

i.e., for the use of the plaintiff, the State of Utah, for highway purposes.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said use is a public use and a use authorized by law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a copy of this final order of condemnation be filed with the county recorder of Davis County, State of Utah and thereupon the property interests hereinafter referred to and set forth shall vest in fee simple title as to Parcel No. 36, 36:A, 36:R, 37:A, 36:S and for easement rights as to Parcel Nos. 36:E and 37:E in the plaintiff. The following is a description of the property so ordered and condemned as hereinabove provided, which is hereby vested in fee simple title as to Parcel No. 36, 36:A, 36:R, 37:A, 36:S and for easement rights as to Parcel Nos. 36:E and 37:E in the plaintiff, all of such property being situated in Davis County, State of Utah, and is more particularly described as follows:

Parcel No. 80N-6:36

A parcel of land in fee for a grade separation incident to the construction of a freeway known as Project No. 80N-6, being part of an entire tract of property, in the NE $\frac{1}{4}$  of Section 28, T. 5 N., R. 1 W., S.1.B.6M. The boundaries of said parcel of land are described as follows:

Beginning on the northerly line of said Section 28 at a point 2927.99 ft. westerly from the NE. corner of said Section 28; thence Westerly 174.35 ft. along said northerly line to a point 50.0 ft. perpendicularly distant northwesterly from the center line of a grade separation for 6600 South Street; thence S.56°26' W. 43 ft., more or less, to a westerly boundary line of said entire tract; thence Southerly 122.16 ft. along said westerly boundary line to a point 50.0 ft. perpendicularly distant southeasterly from said center line of a grade separation; thence N. 56°26' E. 258 ft., more or less, parallel with said center line to a point opposite grade separation Engineer Station 37+78; thence N. 33°34' W. 2.39 ft. to the point of beginning. The above described parcel of land contains 0.35 acre, more or less, of which 0.27 acre, more or less, is now occupied by the existing 6600 South Street. Balance 0.08 acre, more or less.



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(Note: GLO Survey Bearing of the north line of said Section 28 is rotated 0°28'43" clockwise to match Highway Survey Bearings. All bearings and distances in the above description are based on the Utah State Plane Coordinate System.)

Parcel No. 80N-6-36:A

A parcel of land in fee for a freeway known as Project No. 80N-6, being part of an entire tract of property, in the NW $\frac{1}{4}$  of Section 28, T. 5 N., R. 1 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning on a westerly boundary line of said entire tract at a point 120.0 ft. radially distant northeasterly from the center line of the westbound lane of said project, which point is approximately 493 ft. westerly from the NE. corner of the NW $\frac{1}{4}$  of said Section 28, along the north line of said Section 28 to said westerly boundary line; thence approximately 178 ft. southerly along said westerly boundary line to the point of beginning; thence Southerly 679 ft., more or less, along said westerly boundary line to a point 140.0 ft. radially distant southwesterly from the center line of the eastbound lane of said project; thence Southeasterly 81 ft., more or less, along the arc of an 11,319.16-foot radius curve to the right to a point opposite Engineer Station 169+00 (Note: Tangent to said 11,319.16-foot radius curve at its point of beginning bears approximately S. 45°26' E.); thence S. 39°01' E. 99.24 ft.; thence S. 45°37' E. 494.26 ft. to a point 130.0 ft. radially distant southwesterly from the center line of said eastbound lane opposite Engineer Station 175+00; thence Southeasterly 261 ft., more or less, along the arc of an 11,329.16-foot radius curve to the right to an easterly boundary line of said entire tract (Note: Tangent to said 11,329.16-foot radius curve bears S. 42°03' E.); thence Northerly 217 ft., more or less, along said easterly boundary line to a southerly line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 28; thence Easterly 374 ft., more or less, along said southerly line to a northeasterly boundary line of said entire tract; thence Northwesterly 274 ft., more or less, along said northeasterly boundary line to a point 150.0 ft. radially distant northeasterly from the center line of said westbound lane; thence Northwesterly 509 ft., more or less, along the arc of an 11,609.16-foot radius curve to the left to a point opposite Engineer Station 172+00 (Note: Tangent to said 11,609.16-foot radius curve at its point of beginning bears approximately N. 41°09' W.); thence N. 52°36' W. 204.57 ft. to a point 120.0 ft. radially distant northeasterly from the center line of said westbound lane opposite Engineer Station 170+00; thence Northwesterly 509 ft., more or less, along the arc of an 11,579.16-foot radius curve to the left (Note: Tangent to said 11,579.16-foot radius curve at its point of beginning bears N. 44°40' W.) to the point of beginning. The above described parcel of land contains 13.53 acres, more or less.



(Note: GLO Survey bearing of the north line of said Section 28 is rotated  $0^{\circ}28'43''$  clockwise to match Highway Survey Bearings. All bearings and distances in the above description are based on the Utah State Plane Coordinate System.)

Together with any and all rights or easements appurtenant to the remaining portion of said entire tract of property by reason of the location thereof with reference to said freeway, including, without limiting the foregoing, all rights of ingress to or egress from said remaining portion, contiguous to the lands hereby conveyed, to or from said freeway.

Parcel No. 80N-6:36:E

An easement upon part of an entire tract of property in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 28, T.5 N., R. 1 W., S.L.B.&M. in Davis County, Utah, for the purpose of constructing thereon a drainage facility and appurtenant parts thereof incident to the construction of a freeway known as Project No. 80N-6.

Said part of an entire tract is described as follows:

Beginning at a point 50.0 ft. perpendicularly distant southeasterly from the center line of a grade separation for 6600 South Street opposite grade separation Engineer Station 37+28, which point is approximately 275 ft. westerly along the northerly line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$  and 2 ft. southerly along a straight line from the NE. corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ ; thence S.  $56^{\circ}26'$  W. 258 ft., more or less, to a westerly boundary line of said entire tract; thence Southerly 32 ft., more or less, along said westerly boundary line to a point 120.0 ft. radially distant northeasterly from the center line of the westbound lane of said project; thence Southeasterly 25 ft., more or less, along the arc of an 11,579.16-foot radius curve to the right to a point 100.0 ft. perpendicularly distant southeasterly from said center line of said grade separation (Note: Tangent to said 11,579.16-foot radius curve at its point of beginning bears approximately S.  $47^{\circ}25'$  E.); thence N.  $56^{\circ}26'$  E. 270.23 ft.; thence N.  $33^{\circ}34'$  W. 50.0 ft. to the point of beginning, containing 0.31 acra, more or less.

(Note: GLO Survey Bearing of the north line of said Section 28 is rotated  $0^{\circ}28'43''$  clockwise to match Highway Survey Bearings. All bearings and distances in the above description are based on the Utah State Plane Coordinate System.)

After said drainage facility is constructed on the above described part of an entire tract at the expense of said State Road Commission, said State Road Commission is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said drainage facility and appurtenant parts thereof.

Parcel No. 80N-6:36:P

A parcel of land, as a perpetual right of way for an access road incident to the construction of a freeway known as Project No. 80N-6, being upon part of an entire tract of property, in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 28, T. 5 N., R. 1 W., S.L.B.&M. The



(Note: GLO Survey bearing of the north line of said Section 28 is rotated 0°28'43" clockwise to match Highway Survey Bearings. All bearings and distances in the above description are based on the Utah State Plane Coordinate System.)

Together with any and all rights or easements appurtenant to the remaining portion of said entire tract of property by reason of the location thereof with reference to said freeway, including, without limiting the foregoing, all rights of ingress to or egress from said remaining portion, contiguous to the lands hereby conveyed, to or from said freeway.

Parcel No. 80N-6:36:E

An easement upon part of an entire tract of property in the NE $\frac{1}{4}$  of Section 28, T.5 N., R. 1 W., S.L.B.&M. in Davis County, Utah, for the purpose of constructing thereon a drainage facility and appurtenant parts thereof incident to the construction of a freeway known as Project No. 80N-6.

Said part-of an entire tract is described as follows:

Beginning at a point 50.0 ft. perpendicularly distant southeasterly from the center line of a grade separation for 6600 South Street opposite grade separation Engineer Station 37+28, which point is approximately 275 ft. westerly along the northerly line of said NE $\frac{1}{4}$  and 2 ft. southerly along a straight line from the NE corner of said NE $\frac{1}{4}$ ; thence S. 56°26' W. 258 ft., more or less, to a westerly boundary line of said entire tract; thence Southerly 32 ft., more or less, along said westerly boundary line to a point 120.0 ft. radially distant northeasterly from the center line of the westbound lane of said project; thence Southeasterly 25 ft., more or less, along the arc of an 11,579.16-foot radius curve to the right to a point 100.0 ft. perpendicularly distant southeasterly from said center line of said grade separation (Note: Tangent to said 11,579.16-foot radius curve at its point of beginning bears approximately S. 47°25' E.); thence N. 56°26' E. 270.23 ft.; thence N. 33°34' W. 50.0 ft. to the point of beginning, containing 0.31 acre, more or less.

(Note: GLO Survey Bearing of the north line of said Section 28 is rotated 0°28'43" clockwise to match Highway Survey Bearings. All bearings and distances in the above description are based on the Utah State Plane Coordinate System.)

After said drainage facility is constructed on the above described part of an entire tract at the expense of said State Road Commission, said State Road Commission is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said drainage facility and appurtenant parts thereof.

Parcel No. 80N-6:36:R

A parcel of land, as a perpetual right of way for an access road incident to the construction of a freeway known as Project No. 80N-6, being upon part of an entire tract of property, in the NE $\frac{1}{4}$  of Section 28, T. 5 N., R. 1 W., S.L.B.&M. The



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boundaries of said parcel of land are described as follows:

Beginning on the northerly line of said Section 28 at a point 2152.01 ft. easterly from the NW. corner of said Section 28; thence Westerly 15 ft., more or less, along said northerly line to a westerly boundary line of said entire tract; thence Southerly 24 ft., more or less, along said westerly boundary line to a point 50.0 ft. perpendicularly distant northwesterly from the center line of a grade separation for 6600 South Street; thence N. 36°26' E. 19 ft., more or less, to a point of intersection with a line S. 0°19' W. from the point of beginning; thence N. 0°19' E. 14 ft., more or less, to the point of beginning. The above described parcel of land contains 0.01 acre, more or less.

(Note: GLO Survey Bearing of the north line of said Section 28 is rotated 0°28'43" clockwise to match Highway Survey Bearings. All bearings and distances in the above description are based on the Utah State Plane Coordinate System.)

Parcel No. 80N-6.37:A

A parcel of land in fee for a freeway known as Project No. 80N-6, being part of an entire tract of property, in the NW¼NE¼ of Section 28, T. 5 N., R. 1 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning on the southerly line of the NW¼NE¼ of said Section 28 at a point 100.0 ft. radially distant northeasterly from the center line of the westbound lane of said project, which point is approximately 582 ft. easterly from the SW. corner of said NW¼NE¼; thence Northwesterly 95 ft., more or less, along the arc of an 11,559.16-foot radius curve to the left to a point opposite Engineer Station 179+00 (Note: Tangent to said 11,559.16-foot radius curve at its point of beginning bears approximately N. 39°42' W.); thence N. 14°06' W. 112.78 ft. to a point 150.0 ft. radially distant northeasterly from the center line of said westbound lane opposite Engineer Station 178+00; thence Northwesterly 99 ft., more or less, along the arc of an 11,609.16-foot radius curve to the left to a southwesterly boundary line of said entire tract (Note: Tangent to said 11,609.16-foot radius curve at its point of beginning bears N. 40°40' W.); thence Southeasterly 274 ft., more or less, along said southwesterly boundary line to said southerly line of said NW¼NE¼; thence Easterly 54 ft., more or less, along said southerly line to the point of beginning. The above described parcel of land contains 0.16 acre, more or less.

(Note: GLO Survey Bearing of the north line of said Section 28 is rotated 0°28'43" clockwise to match Highway Survey Bearings. All bearings and distances in the above description are based on the Utah State Plane Coordinate System.)

Together with any and all rights or easements appurtenant to the remaining portion of said entire tract of property by reason of the location thereof with reference to said freeway, including, without limiting the foregoing, all rights of ingress to or egress from said remaining portion, contiguous to the lands hereby conveyed, to or from said freeway.



Parcel No. 80N-6:37:E

An easement upon part of an entire tract of property in the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 28, T. 5 N., R. 1 W., S.L.B.&M., in Davis County, Utah, for the purpose of constructing thereon a channel change for the Weber River and appurtenant parts thereof incident to the construction of a freeway known as Project No. 80N-6.

Said part of an entire tract is described as follows:

Beginning on the southerly line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 28 at a point 100.0 ft. radially distant northeasterly from the center line of the westbound lane of said project, which point is approximately 582 ft. easterly from the SW corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ ; thence Easterly 85 ft., more or less, along said southerly line to a northeasterly line of Davis County which is the center of the Weber River; thence Northwesterly 201 ft., more or less, along said northeasterly line of Davis County and said center of the Weber River to a point 266 ft., more or less, radially distant northeasterly from the center line of said westbound lane opposite Engineer Station 178+79; thence S. 83°48' 140 ft., more or less, to a point 150.0 ft. radially distant easterly from the center line of said westbound lane opposite Engineer Station 178+00; thence S. 14°06'E. 112.78 ft. to a point 100.0 ft. radially distant northeasterly from the center line of said westbound lane opposite Engineer Station 179+00; thence Southeasterly 95 ft., more or less, along the arc of an 11,559.16-foot radius curve to the right (Note: Tangent to said 11,559.16-foot radius curve at its point of beginning bears S. 40°16' E.) to the point of beginning, containing 0.55 acre, more or less.

(Note: GLO Survey Bearing of the north line of said Section 28 is rotated 0°28'43" clockwise to match Highway Survey Bearings. All bearings and distances in the above description are based on the Utah State Plane Coordinate System.)

After said channel change is constructed on the above described part of an entire tract at the expense of said State Road Commission, said State Road Commission is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said channel change and appurtenant parts thereof.

Parcel No. 80N-6:36:S

A parcel of land situate in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 28, T. 5 N., R. 1 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the NW. corner of the Grantors land, which point is approximately 826 ft. easterly along the north line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$  from the NW. corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ ; thence Easterly 36 ft., more or less, along said north line to the northwesterly right of way line of existing 6600 South Street; thence S. 56°26' W. 43 ft., more or less, to the west boundary line of said Grantors land; thence Northerly 24 ft., more or less, to the point of beginning. The above described parcel of land contains 0.01 acre, more or less.



Parcel No. 80N-6:37:E

An easement upon part of an entire tract of property in the NW¼NE¼ of Section 28, T. 5 N., R. 1 W., S.L.B.&M., in Davis County, Utah, for the purpose of constructing thereon a channel change for the Weber River and appurtenant parts thereof incident to the construction of a freeway known as Project No. 80N-6.

Said part of an entire tract is described as follows:

Beginning on the southerly line of the NW¼NE¼ of said Section 28 at a point 100.0 ft. radially distant northeasterly from the center line of the westbound lane of said project, which point is approximately 582 ft. easterly from the SW. corner of said NW¼NE¼; thence Easterly 85 ft., more or less, along said southerly line to a northeasterly line of Davis County which is the center of the Weber River; thence Northwesterly 201 ft., more or less, along said northeasterly line of Davis County and said center of the Weber River to a point 266 ft., more or less, radially distant northeasterly from the center line of said westbound lane opposite Engineer Station 178+79; thence S. 83°48' W. 140 ft., more or less, to a point 150.0 ft. radially distant northeasterly from the center line of said westbound lane opposite Engineer Station 178+00; thence S. 14°06' E. 112.78 ft. to a point 100.0 ft. radially distant northeasterly from the center line of said westbound lane opposite Engineer Station 179+00; thence Southeasterly 95 ft., more or less, along the arc of an 11,559.16-foot radius curve to the right (Note: Tangent to said 11,559.16-foot radius curve at its point of beginning bears S. 40°16' E.) to the point of beginning, containing 0.55 acre, more or less.

(Note: GLO Survey Bearing of the north line of said Section 28 is rotated 0°28'43" clockwise to match Highway Survey Bearings. All bearings and distances in the above description are based on the Utah State Plane Coordinate System.)

After said channel change is constructed on the above described part of an entire tract at the expense of said State Road Commission, said State Road Commission is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said channel change and appurtenant parts thereof.

Parcel No. 80N-6:36:S

A parcel of land situate in the NE¼NW¼ of Section 28, T. 5 N., R. 1 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the NW. corner of the Grantors land, which point is approximately 826 ft. easterly along the north line of the NE¼NW¼ from the NW. corner of said NE¼NW¼; thence Easterly 36 ft., more or less, along said north line to the northwesterly right of way line of existing 6600 South Street; thence S. 56°26' W. 43 ft., more or less, to the west boundary line of said Grantors land; thence Northerly 24 ft., more or less, to the point of beginning. The above described parcel of land contains 0.31 acre, more or less.



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(Note: U.S. Survey's bearing of the north line of said Section 28 is rotated 0°28'43" clockwise to match Highway Survey's bearings.)

Dated this 12<sup>th</sup> day of April, 1974.

John F. Walker  
DISTRICT JUDGE

STATE OF UTAH  
County of Davis

I RODNEY W. WALKER, County Clerk and ex-officio Clerk of the District Court of the Second Judicial District of the State of Utah, in and for the County of Davis, County of record, do hereby certify that foregoing copy of Final plat has been by me compared with the original thereof now of record in the office and that the same is a full, true and correct transcript herefrom and of the whole as said original as the same appears of record in my office and in my custody.

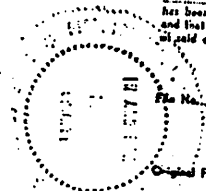
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12<sup>th</sup> day of April, A.D. 1974.

File No. 15845

RODNEY W. WALKER  
Clerk

By Whitney W. Vance  
Deputy Clerk

Original Filed April 12, 1974.





Application No. 7935

Name of Applicant Mr. Frank A. Smith

Effective Date 6 AUGUST 1982

Expiration Date (if applicable) 31 July 1985

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DEPARTMENT OF THE ARMY  
SACRAMENTO DISTRICT, CORPS OF ENGINEERS  
550 CAPITOL MALL  
SACRAMENTO, CALIFORNIA 95814

622974

DEPARTMENT OF THE ARMY  
PERMIT

N<sup>1</sup>/<sub>2</sub> 28.5N-1W

Referring to written request dated 15 April 1982 for a permit to:

( ) Perform work in or affecting navigable waters of the United States upon the recommendation of the Chief of Engineers pursuant to Section 10 of the Rivers and Harbors Act of March 3, 1899 (43 U.S.C. 403);

(X) Discharge dredged or fill material into waters of the United States upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 404 of the Federal Water Pollution Control Act (36 Stat. 518, P.L. 92-500);

( ) Transport dredged material for the purpose of dumping it into ocean waters upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (36 Stat. 1052; P.L. 92-532);

Mr. Frank A. Smith, 2597 East Country Oaks Drive, Layton, Utah 84041,

is hereby authorized by the Secretary of the Army:  
to construct access road and install a 30-inch diameter drainage pipe to replace a highway drainage ditch,

13-C15-0021

wetlands swale adjacent to the Weber River,

at a location immediately upstream of the Cottonwood Bridge near the town of South Weber in Davis County, Utah and within Section 28, Township 5 North, Range 1 West,

( ) in accordance with the plans and drawings attached hereto which are incorporated in and made a part of this permit (on drawings: give the number or other definite identification marks.)

"Proposed Fill", dated 15 April 1982, revised 19 July 1982, one sheet.

subject to the following conditions:

1. General Conditions:

a. That all activities identified and authorized herein shall be consistent with the terms and conditions of this permit; and that any activities not specifically identified and authorized herein shall constitute a violation of the terms and conditions of this permit which may result in the modification, suspension or revocation of this permit, in whole or in part, as set forth more specifically in General Conditions; or it, hereto, and in the institution of such legal proceedings as the United States Government may consider appropriate, whether or not this permit has been previously modified, suspended or revoked in whole or in part.

ENG FORM 1721 EDITION OF 1 APR 74 IS OBSOLETE.

(ER 1145-2-303)



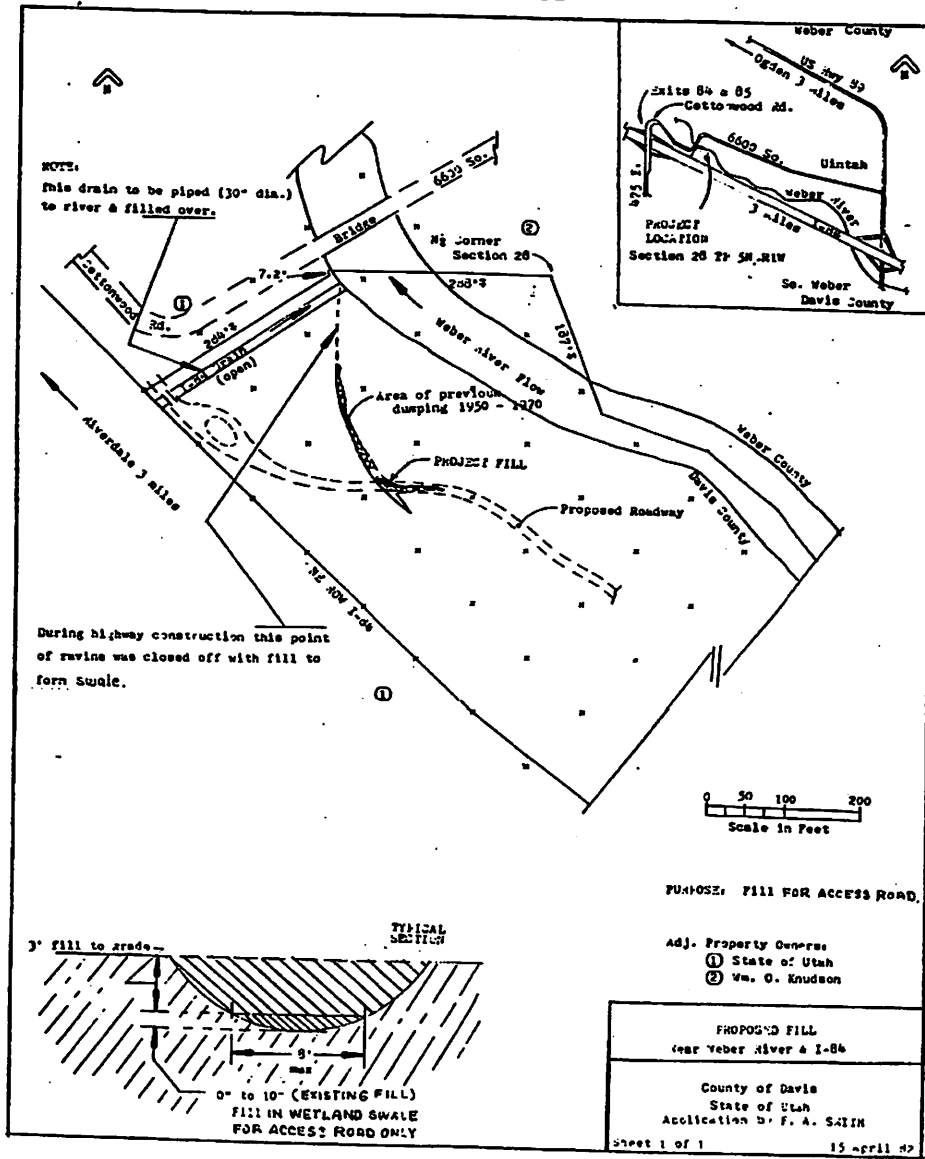
- b. That all activities authorized herein shall, if they involve, during their construction or operation, any discharge of pollutants into waters of the United States or ocean waters, be at all times consistent with applicable water quality standards, effluent limitations and standards of performance, prohibitions, pretreatment standards and management practices established pursuant to the Federal Water Pollution Control Act of 1972 (P.L. 92-500; 86 Stat. 816), the Marine Protection, Research and Sanctuaries Act of 1972 (P.L. 92-532, 86 Stat. 1052), or pursuant to applicable State and local law.
- c. That when the activity authorized herein involves a discharge during its construction or operation, of any pollutant (including dredged or fill material), into waters of the United States, the authorized activity shall, if applicable water quality standards are revised or modified during the term of this permit, be modified, if necessary, to conform with such revised or modified water quality standards within 6 months of the effective date of any revision or modification of water quality standards, or as directed by an implementer on plan contained in such revised or modified standards, or within such longer period of time as the District Engineer, in consultation with the Regional Administrator of the Environmental Protection Agency, may determine to be reasonable under the circumstances.
- d. That the discharge will not destroy a threatened or endangered species as identified under the Endangered Species Act, or endanger the critical habitat of such species.
- e. That the permittee agrees to make every reasonable effort to prosecute the construction or operation of the work authorized herein in a manner so as to minimize any adverse impact on fish, wildlife, and natural environmental values.
- f. That the permittee agrees that he will prosecute the construction or work authorized herein in a manner so as to minimize any degradation of water quality.
- g. That the permittee shall permit the District Engineer or his authorized representative(s) or designee(s) to make periodic inspections at any time deemed necessary in order to assure that the activity being performed under authority of this permit is in accordance with the terms and conditions prescribed herein.
- h. That the permittee shall maintain the structure or work authorized herein in good condition and in accordance with the plans and drawings attached hereto.
- i. That this permit does not convey any property rights, either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations nor does it obviate the requirement to obtain State or local assent required by law for the activity authorized herein.
- j. That this permit may be summarily suspended, in whole or in part, upon a finding by the District Engineer that immediate suspension of the activity authorized herein would be in the general public interest. Such suspension shall be effective upon receipt by the permittee of a written notice thereof which shall indicate (1) the extent of the suspension, (2) the reasons for this action, and (3) any corrective or preventative measures to be taken by the permittee which are deemed necessary by the District Engineer to abate imminent hazards to the general public interest. The permittee shall take immediate action to comply with the provisions of this notice. Within ten days following receipt of this notice of suspension, the permittee may request a hearing in order to present information relevant to a decision as to whether his permit should be reinstated, modified or revoked. If a hearing is requested, it shall be conducted pursuant to procedures prescribed by the Chief of Engineers. After completion of the hearing, or within a reasonable time after issuance of the suspension notice to the permittee if no hearing is requested, the permit will either be reinstated, modified or revoked.
- k. That this permit may be either modified, suspended or revoked in whole or in part if the Secretary of the Army or his authorized representative determines that there has been a violation of any of the terms or conditions of this permit or that such action would otherwise be in the public interest. Any such modification, suspension, or revocation shall become effective 30 days after receipt by the permittee of written notice of such action which shall specify the facts or conduct warranting same unless (1) within the 30-day period the permittee is able to satisfactorily demonstrate that (a) the alleged violation of the terms and the conditions of this permit did not, in fact, occur or (b) the alleged violation was accidental, and the permittee has been operating in compliance with the terms and conditions of the permit and is able to provide satisfactory assurances that future operations shall be in full compliance with the terms and conditions of this permit; or (2) within the aforesaid 30-day period, the permittee requests that a public hearing be held to present oral and written evidence concerning the proposed modification, suspension or revocation. The conduct of this hearing and the procedures for making a final decision either to modify, suspend or revoke this permit in whole or in part shall be pursuant to procedures prescribed by the Chief of Engineers.
- l. That in issuing this permit, the Government has relied on the information and data which the permittee has provided in connection with his permit application. If, subsequent to the issuance of this permit, such information and data prove to be false, incomplete or inaccurate, this permit may be modified, suspended or revoked, in whole or in part, and/or the Government may, in addition, institute appropriate legal proceedings.
- m. That any modification, suspension, or revocation of this permit shall not be the basis for any claim for damages against the United States.
- n. That the permittee shall notify the District Engineer at what time the activity authorized herein will be commenced, as far in advance of the time of commencement as the District Engineer may specify, and of any suspension of work, if for a period of more than one week, resumption of work and its completion.



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No. 7935

REVISED 19 JULY 1982





c. That if the activity authorized herein is not started on or before \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ (one-year from the date of issuance of this permit unless otherwise specified) and is not completed on or before \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ (three years from the date of issuance of this permit unless otherwise specified) this permit, if not previously revoked or specifically extended, shall automatically expire.

d. That this permit does not authorize or approve the construction of particular structures, the authorization or approval of which may require authorization by the Congress or other agencies of the Federal Government.

e. That if and when the permittee desires to abandon the activity authorized herein, unless such abandonment is part of a transfer procedure by which the permittee is transferring his interests herein to a third party pursuant to General Condition 1 hereof, he must restore the area to a condition satisfactory to the District Engineer.

f. That if the recording of this permit is possible under applicable State or local law, the permittee shall take such action as may be necessary to record this permit with the Register of Deeds or other appropriate official charged with the responsibility for maintaining records of title to and interests in real property.

g. That there shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein.

h. That this permit may not be transferred to a third party without prior written notice to the District Engineer, either by the transferee's written agreement to comply with all terms and conditions of this permit or by the transferee subscribing to this permit in the space provided below and thereby agreeing to comply with all terms and conditions of this permit. In addition, if the permittee transfers the interests authorized herein by conveyance of realty, the deed shall reference this permit and the terms and conditions specified herein and this permit shall be recorded along with the deed with the Register of Deeds or other appropriate official.

i. Special Conditions: (Here list conditions relating specifically to the proposed structure or work authorized by this permit):

(a) That if an archaeological or historical site is exposed, the permittee shall contact the State Historic Preservation Office and the National Park Service; telephone (801) 533-5961 and (415) 556-7741, respectively. It is requested that the permittee delay work which might affect the site until it has been evaluated by cultural resources authorities;

(b) That the permittee shall not place fill material in the wetland swale except where authorized by this permit for the access road crossing.



The following Special Conditions will be applicable when appropriate:

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**STRUCTURES IN OR AFFECTING NAVIGABLE WATERS OF THE UNITED STATES:**

a. That this permit does not authorize the interference with any existing or proposed Federal project and that the permittee shall not be entitled to compensation for damage or injury to the structures or work authorized herein which may, be caused by or result from existing or future operations undertaken by the United States in the public interest.

b. That no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized by this permit.

c. That if the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.

d. That the permittee, upon receipt of a notice of revocation of this permit or upon its expiration before completion of the authorized structure or work, shall, without expense to the United States and in such time and manner as the Secretary of the Army or his authorized representative may direct, restore the waterway to its former conditions. If the permittee fails to comply with the direction of the Secretary of the Army or his authorized representative, the Secretary or his designee may restore the waterway to its former condition, by contract or otherwise, and recover the cost thereof from the permittee.

e. Structures for Small Boats: That permittee hereby recognizes the possibility that the structure permitted herein may be subject to damage by wave wash from passing vessels. The issuance of this permit does not relieve the permittee from taking all proper steps to ensure the integrity of the structure permitted herein and the safety of boats moored thereto from damage by wave wash and the permittee shall not hold the United States liable for any such damage.

**MAINTENANCE DREDGING:**

a. That when the work authorized herein includes periodic maintenance dredging, it may be performed under this permit for \_\_\_\_\_ years from the date of issuance of this permit (ten years unless otherwise indicated).

b. That the permittee will advise the District Engineer in writing at least two weeks before he intends to undertake any maintenance dredging.

**DISCHARGES OF DREDGED OR FILL MATERIAL INTO WATERS OF THE UNITED STATES:**

a. That the discharge will be carried out in conformity with the goals and objectives of the EPA Guidelines established pursuant to Section 404(b) of the FWPCA and published in 40 CFR 230;

b. That the discharge will consist of suitable material free from toxic pollutants in other than trace quantities;

c. That the fill created by the discharge will be properly maintained to prevent erosion and other non-point sources of pollution; and

d. That the discharge will not occur in a component of the National Wild and Scenic River System or in a component of a State wild and scenic river system.

**DUMPING OF DREDGED MATERIAL INTO OCEAN WATERS:**

a. That the dumping will be carried out in conformity with the goals, objectives, and requirements of the EPA criteria established pursuant to Section 102 of the Marine Protection, Research and Sanctuaries Act of 1972, published in 40 CFR 220-228.

b. That the permittee shall place a copy of this permit in a conspicuous place in the vessel to be used for the transportation and/or dumping of the dredged material so authorized herein.

The permit shall become effective on the date of the District Engineer's signature.

Permittee hereby accepts and agrees to comply with the terms and conditions of this permit.

MY COMMUNICATION EXPIRES 4-12-83

Frank A. Smith  
PERMITTEE

27 JUL 82  
DATE

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

Henry Lee  
HENRY LEE, Lt. Col., CE

6 Aug 82  
DATE

Acting DISTRICT ENGINEER, Sacramento  
U.S. ARMY, CORPS OF ENGINEERS

Transferee hereby agrees to comply with the terms and conditions of this permit.

\_\_\_\_\_  
TRANSFEREE

\_\_\_\_\_  
DATE



STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO

On this 6 day of AUGUST 1974 in the year one  
thousand nine hundred and 82 before me,  
MARGARET QUAN, a Notary Public, State of California,  
duly commissioned and sworn, personally appeared  
LT. COL. HENRY LEE, CE

known to me to be the person is whose name  
subscribed to the within instrument and acknowledged to me  
that he executed the same.



IN WITNESS WHEREOF I have hereunto set my hand and affixed  
my official seal in the SACRAMENTO County of  
SACRAMENTO the day and year in this certificate first  
above written.

Margaret Quan  
Notary Public, State of California  
My commission expires May 6, 1983

This document is only a general form which may be proper for use in simple transactions  
and in no way acts, or is intended to act, as a substitute for the advice of an attorney.  
The publisher does not make any warranty, either express or implied as to the legal  
validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 32 — Acknowledgement — General (C. C. Sec. 1190a)



Application No. 8497  
Name of Applicant FRANK A. SMITH Recorded at request of Frank A. Smith Fee Paid \$ 15.00  
Effective Date March 16, 1984 Date APR 3 1984 at 9:10 AM CAROL DEAN PAGE Recorder Davis Co  
By Chace D. Anderson Deputy Book 984 Page 384  
Expiration Date (If applicable) March 31, 1987

668232

DEPARTMENT OF THE ARMY  
PERMIT

78-28-00-124

Referring to written request dated January 9, 1984 for a permit to:

( ) Perform work in or affecting navigable waters of the United States, upon the recommendation of the Chief of Engineers, pursuant to Section 10 of the Rivers and Harbors Act of March 3, 1899 (33 U.S.C. 403);

(X) Discharge dredged or fill material into waters of the United States upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344);

( ) Transport dredged material for the purpose of dumping it into ocean waters upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 108 of the Marine Protection, Research and Sanctuaries Act of 1972 (36 Stat. 1052; P.L. 92-532);

Frank A. Smith, 2597 Country Oaks Drive, Layton, Utah 84041, \_\_\_\_\_

is hereby authorized by the Secretary of the Army:

to

discharge dredged and backfill material for erosion control.

in the Weber River,

at a location near South Weber, Davis County, Utah and within Section 28, Township 5 North, Range 1 West;

in accordance with the plans and drawings attached hereto which are incorporated in and made a part of this permit (on drawings, give file number or other definite identification marks.)

"PROPOSED CONSERVATION PROJECT", 6 Sheets, Revised Drawings dated 02-14-84.

subject to the following conditions:

I. General Conditions:

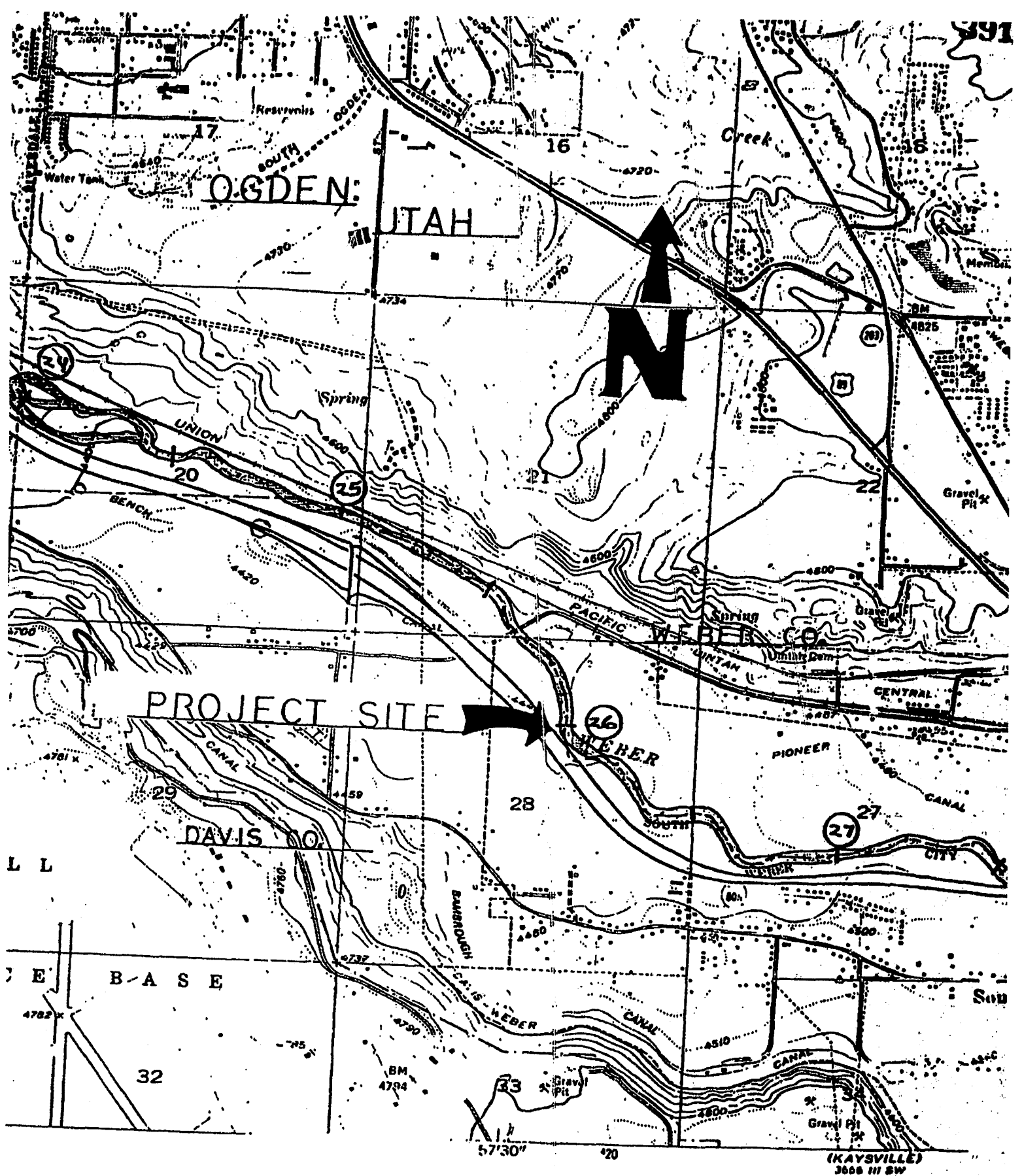
a. That all activities identified and authorized herein shall be consistent with the terms and conditions of this permit; and that any activities not specifically identified and authorized herein shall constitute a violation of the terms and conditions of this permit which may result in the modification, suspension or revocation of this permit, in whole or in part, as set forth more specifically in General Conditions j or k hereto, and in the institution of such legal proceedings as the United States Government may consider appropriate, whether or not this permit has been previously modified, suspended or revoked in whole or in part.

ENG FORM 1721, Sep 82

EDITION OF 1 JUL 77 IS OBSOLETE

(ER 1145-2-303)





# VICINITY MAP

## PROPOSED CONSERVATION PROJECT

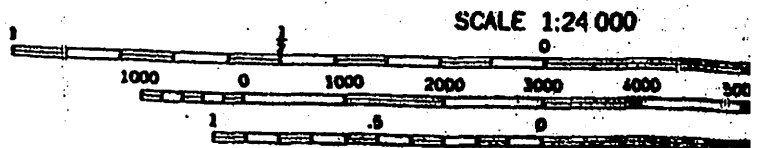
IN: WEBER RIVER

NEAR: SOUTH WEBER

COUNTY: DAVIS STATE: UTAH

APPLICANT: FRANK A. SMITH

DATE: Jan. 1984



CONTOUR INTERVAL 40 FEET  
 DOTTED LINES REPRESENT 10-FOOT CONTOUR  
 NATIONAL GEODETIC VERTICAL DATUM OF 1984



s. That there shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein.

t. That this permit may not be transferred to a third party without prior written notice to the District Engineer, either by the transferee's written agreement to comply with all terms and conditions of this permit or by the transferee subscribing to this permit in the space provided below and thereby agreeing to comply with all terms and conditions of this permit. In addition, if the permittee transfers the interests authorized herein by conveyance of realty, the deed shall reference this permit and the terms and conditions specified herein and this permit shall be recorded along with the deed with the Register of Deeds or other appropriate official.

u. That if the permittee during prosecution of the work authorized herein, encounters a previously unidentified archeological or other cultural resource within the area subject to Department of the Army jurisdiction that might be eligible for listing in the National Register of Historic Places, he shall immediately notify the district engineer.

**II. Special Conditions:** *(Here list conditions relating specifically to the proposed structure or work authorized by this permit):*

a. That the permittee place riprap for bank protection concurrently with construction of the proposed dike.

b. That the height of the proposed dike at reference points 1 and 2 be constructed no higher than 12 inches above ground contour.

c. That the work be performed in a manner to prevent unnecessary destruction of riparian vegetation.

d. That dredge operations shall be conducted along the west bank only and not extend beyond the center line of the river.



The following Special Conditions will be applicable when appropriate:

393

**STRUCTURES IN OR AFFECTING NAVIGABLE WATERS OF THE UNITED STATES:**

a. That this permit does not authorize the interference with any existing or proposed Federal project and that the permittee shall not be entitled to compensation for damage or injury to the structures or work authorized herein which may be caused by or result from existing or future operations undertaken by the United States in the public interest.

b. That no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized by this permit.

c. That if the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.

d. That the permittee, upon receipt of a notice of revocation of this permit or upon its expiration before completion of the authorized structure or work, shall, without expense to the United States and in such time and manner as the Secretary of the Army or his authorized representative may direct, restore the waterway to its former conditions. If the permittee fails to comply with the direction of the Secretary of the Army or his authorized representative, the Secretary or his designee may restore the waterway to its former condition, by contract or otherwise, and recover the cost thereof from the permittee.

e. Structures for Small Boats: That permittee hereby recognizes the possibility that the structure permitted herein may be subject to damage by wave wash from passing vessels. The issuance of this permit does not relieve the permittee from taking all proper steps to insure the integrity of the structure permitted herein and the safety of boats moored thereto from damage by wave wash and the permittee shall not hold the United States liable for any such damage.

**MAINTENANCE DREDGING:**

a. That when the work authorized herein includes periodic maintenance dredging, it may be performed under this permit for \_\_\_\_\_ years from the date of issuance of this permit (ten years unless otherwise indicated);

b. That the permittee will advise the District Engineer in writing at least two weeks before he intends to undertake any maintenance dredging.

**DISCHARGES OF DREDGED OR FILL MATERIAL INTO WATERS OF THE UNITED STATES:**

a. That the discharge will be carried out in conformity with the goals and objectives of the EPA Guidelines established pursuant to Section 404(b) of the Clean Water Act and published in 40 CFR 230;

b. That the discharge will consist of suitable material free from toxic pollutants in toxic amounts.

c. That the fill created by the discharge will be properly maintained to prevent erosion and other non-point sources of pollution.

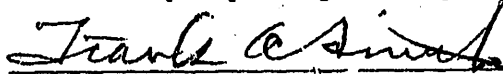
**DISPOSAL OF DREDGED MATERIAL INTO OCEAN WATERS:**

a. That the disposal will be carried out in conformity with the goals, objectives, and requirements of the EPA criteria established pursuant to Section 102 of the Marine Protection, Research and Sanctuaries Act of 1972, published in 40 CFR 220-228.

b. That the permittee shall place a copy of this permit in a conspicuous place in the vessel to be used for the transportation and/or disposal of the dredged material as authorized herein.

This permit shall become effective on the date of the District Engineer's signature.

Permittee hereby accepts and agrees to comply with the terms and conditions of this permit.

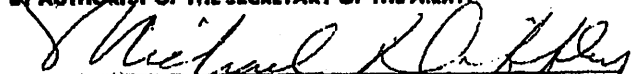


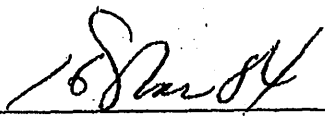


FRANK A. SMITH, PERMITTEE And NOTARY PUBLIC /c Stamp

DATE

**BY AUTHORITY OF THE SECRETARY OF THE ARMY:**





Michael Diffley, Major, Corps of Engineers for  
Arthur E. Williams, Colonel, Corps of Engineers  
DISTRICT ENGINEER, Sacramento  
U.S. ARMY, CORPS OF ENGINEERS

DATE

Transferee hereby agrees to comply with the terms and conditions of this permit.

TRANSFEEE

DATE



STATE OF CALIFORNIA

COUNTY OF Sacramento

On this 16th day of March in the year  
Nineteen Hundred and Eighty Four, before me  
Mary A. Lindberg, a Notary Public, State of California,  
duly commissioned and sworn, personally appeared  
Major Michael Diffley,  
personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person whose name is  
subscribed to the within instrument, and acknowledged to me  
that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed  
my official seal in the Sacramento County of  
Sacramento on the date set forth above  
in this certificate.



This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The publisher does not make any warranty, either express or implied as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Mary A. Lindberg  
Notary Public, State of California  
My commission expires April 24, 1987

Cowdery's Form No. 32—Acknowledgement to Notary Public-Individuals (c.c. sec. 1189.)

GENERAL ACKNOWLEDGMENT

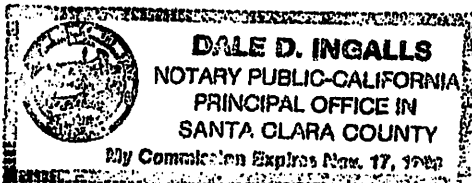
NO. 201

State of California  
County of Santa Clara } SS.

On this the 5th day of March 1984, before me,

Dan J. Hogan  
the undersigned Notary Public, personally appeared

Frank G. Smith



☐ personally known to me  
☒ proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) he subscribed to the  
within instrument, and acknowledged that he executed it.  
WITNESS my hand and official seal.

Dan J. Hogan  
Notary's Signature

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4825 • Woodland Hills, CA 91364



R/W

## RIGHT-OF-WAY EASEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of

ONE \$ 125.00 dollars (\$125.00) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto The Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado, 80202, Grantee, its successors, assigns, lessees, licensees and agents, a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to-wit: A 5' foot easement over the of the Grantor the specific description to be filled in at a later time.

A five foot (5') easement being 2.5 feet on either side of a buried telephone cable over the following described property: Beginning 20 chains West from the Northeast of the Northeast Quarter of Section 28, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U. S. Survey; running thence South 1,320 feet; thence West 700 feet more or less to the East bank of the Weber River; thence Northwesterly along the said river to the West line of the said Northeast Quarter; thence North to the South line of the U. P. R. R. right of way; thence Southeasterly along the said railroad right of way to the beginning.

situate in County of WEBER, State of UTAH

TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above-described property, the right to clear and keep cleared all trees and other obstructions as may be necessary and the right to permit other utility companies to use the right of way jointly with Grantee for their utility purposes.

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

Signed and delivered this 26TH day of SEPT A.D., 1973.

AL HINTAH, UTAH

*William O. Knudson*

STATE OF UTAH } ss.  
County of Salt Lake

On the 26TH day of SEPTEMBER A.D. 1973, personally

appeared before me WILLIAM O. KNUDSON

the (signer) (signers) of the above instrument, who duly acknowledged to me that (he) (she) (they) executed the same.

WITNESS my hand and official seal this 26TH day of SEPTEMBER

My commission expires 1-2-76

*James B. Ladd*  
Notary Public

604989 \$2.00

FILED AND RECORDED FOR

*Mountain Bell*  
1973 NOV 16 PM 1 57

RUTH LANES OLSEN  
WEBER COUNTY RECORDER  
*Carol M. Kelly*





\*W1885948\*

**SUB NAME:** Weber Co. & Davis Co

**FOR:** Weber Co. Suv.

**FEE:** NO Fee

E3 1885948 BK PG  
DOUG CROFTS, WEBER COUNTY RECORDER  
31-OCT-02 901 AM FEE \$0.00 DEP MAW  
REC FOR: WEBER.COUNTY.SURVEYOR



EX-1199-736

RIGHT OF WAY AND EASEMENT GRANT  
(CONDOMINIUM MOBILE HOMES)

WILLIAM O. KNUDSON and JANE F. KNUDSON, HIS WIFE

Grantors do hereby convey and warrant to MOUNTAIN PEAK SUPPLY COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE AND 80/100 DOLLARS (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 12.0 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities") through and across the following described land and premises situated in Weber County, State of Utah, to-wit: Those certain strips of land in the project or development described below and lying along the center lines as shown on the attached Plat, designated Exhibit B, and which is dated 1st day of August, 1973, and on said Plat and Exhibit B are shown the boundaries of the project or development and that certain condominium project or development known as

WILLIAM KNUDSON MOBILE HOME PARK PHASE I  
(Name of Condominium or Mobile Home)

In the vicinity of 175 East 6000 South, Utah  
(Street Intersection) (City)

Beginning at a point on the line West 1320 feet from the Northeast corner of Section 28, Township 5 North, Range 1 West, Salt Lake Base and Meridian, N.E. Survey, thence South 1320 feet, thence West to the water river, thence along said river Northwesterly to the west line of the Northeast Quarter of said Section 28, thence North to the Northwest corner of said Northeast Quarter Section, thence East 1920 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto the said Mountain Peak Supply Company, its successors and assigns, so long as such facilities shall be maintained with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. The said Grantee shall have the right to use the said premises except for the purposes for which this right of way and easement is granted to the said Grantee, provided such use does not interfere with the facilities or any other rights granted to the Grantee hereunder.

The Grantors shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way nor change the contour thereof without written consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.



1499 737

It is hereby understood that any parties securing this grant on behalf of the Grantor are without authority to make any representations, covenants or agreements not herein expressed.

Witness the execution hereof this

16th day of August

Witness

William O. Knudson

Witness

John M. Knudson

STATE OF UTAH

COUNTY OF

Utah

On and to the effect of August 1977, personally

appeared before me William O. Knudson

James C. Knudson

the signer of the foregoing instrument, who duly acknowledged to

me that he executed the same.

My Commission Expires

Notary Public

July 1, 1980

Residing at

Midvale, Utah

712872

2nd 1st 2nd 3rd





\*W2624890\*

EH 2624890 PG 1 OF 5  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
12-MAR-13 2:41 PM FEE \$1.00 DEP SGC  
REC FOR: UINTAH CITY

## ORDINANCE NO. 214-12

### AN ORDINANCE ANNEXING REAL PROPERTY INTO UINTAH CITY AND EXTENDING THE CORPORATE LIMITS OF THE CITY

**WHEREAS**, the City has determined that the property as shown on the attached plat and described in the attached legal descriptions shows that said real property is islands or contiguous to the present corporate limits of Uintah City; and,

**WHEREAS**, this property is identified in the Uintah City's Annexation Policy Plan, adopted by the City Council on November 19, 2002; and,

**WHEREAS**, the City Council adopted Resolution November 13, 2012, expressing Uintah's City's intent to annex said property; and,

**WHEREAS**, the plat of said real property has been prepared under the supervision of a competent surveyor, showing the size and location of said real property and showing that the same is islands or contiguous to the present corporate limits of Uintah City; and,

**WHEREAS**, the City Council has determined that in their judgment, this annexation meets the standards set forth in Section 10-2-418 of the Utah State Code, and the noticing requirements therein has been satisfied; and

**WHEREAS**, the Uintah City Council deems it to be in the best interest of the City and its citizens to annex the real property described herein to Uintah City; and

**NOW THEREFORE**, be it hereby ordained and enacted by the City Council of the City of Uintah:

**SECTION 1. Repealer.** If any provisions of the Uintah's Code heretofore adopted are inconsistent herewith they are hereby repealed.

**SECTION 2. Enactment.** That the following described real property is hereby annexed to Uintah City, and the corporate limits of the city are hereby extended to include said real property.

The legal description and plats are attached.

T. 07-107-0018 07-106-0040, 0031, 0002 07-107-0003, 0004, 0005 07-106-0043  
07-107-0025 07-105-0008, 0009 07-107-0007 07-102-0072, 0073  
07-103-0011 07-101-0150, 0157, 0004



**SECTION 3. REPEALER**

Any provision of the Uintah Municipal Ordinance Code found to be in conflict with this ordinance is hereby repealed.


**SECTION 4. SEVERABILITY**

If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

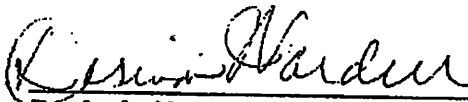
**SECTION 5.** This ordinance shall take effect immediately upon its passage and any posting required by law.

**PASSED AND ADOPTED** by the City Council of Uintah this 18th day of December 2012.

MAYOR:

  
Sue Bybee

ATTEST:

  
Darinda Wardell, City Recorder

**CITY COUNCIL VOTE AS RECORDED:**

	Aye	Nay	Abstains
Mayor Bybee:	<u>    </u>	<u>    </u>	<u>X</u>
Council Member Pearson:	<u>X</u>	<u>    </u>	<u>    </u>
Council Member Boothe:	<u>    </u>	<u>ABSENT</u>	<u>    </u>
Council Member Wohlgemuth:	<u>X</u>	<u>    </u>	<u>    </u>
Council Member Flitton:	<u>X</u>	<u>    </u>	<u>    </u>



Ordinance No. 214-12  
Annexation  
December 18, 2012  
Page 2







A PART OF THE NORTHEAST QUARTER OF SECTION 27, AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, OF TOW. 11W SALT LAKE BASE & MERIDIAN, UTAH CITY, WEBER COUNTY, UTAH.

**JANUARY 2013**

**PAGE 2 OF 3**

[illegible][illegible][illegible][illegible][illegible]

UNITAH CITY ENGINEER

**Absolutely And Legally**

**The Chicago Tribune**  
is now our "Bible,"  
and we have learned  
the difference between  
**"The Chicago Tribune"**  
and "**THE CHICAGO TRIBUNE**".

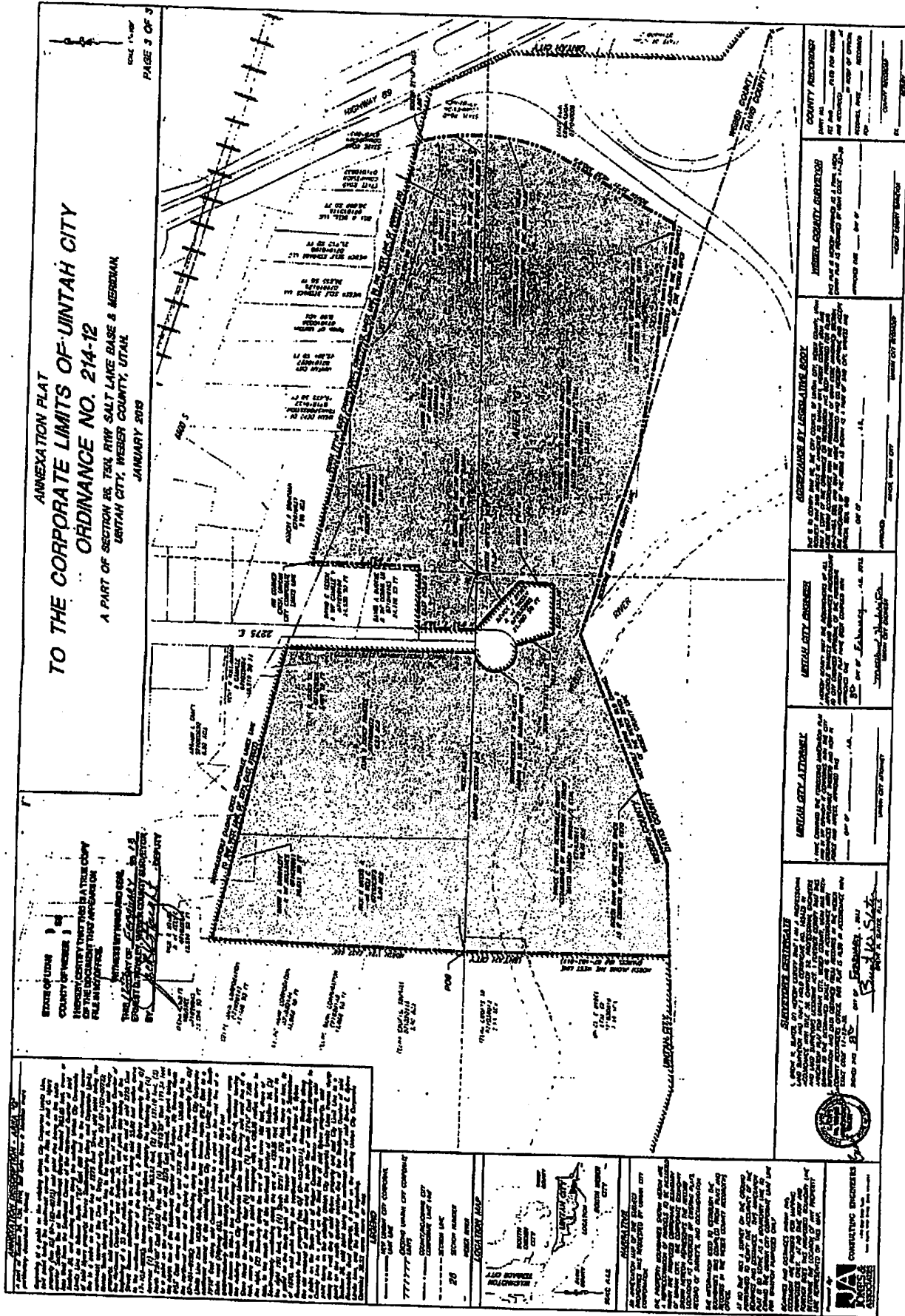
**LERNER & ASSOCIATES**

[illegible][illegible]

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 08-11-2010 BY 60322  
UCBAW/BJP

**WPA**  
**WORKERS & PLAYERS ASSOCIATES**





<p><b>STATE OF UTAH</b> COUNTY OF WEBER</p> <p>WHEREFORE, I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original plat as the same appears on file in my office.</p> <p>WITNESS MY HAND AND SEAL OF OFFICE, this 15th day of January, 2019.</p> <p>_____ CLERK OF COUNTY</p>		<p><b>ANNEXATION PLAT</b></p> <p>TO THE CORPORATE LIMITS OF UTAH CITY</p> <p>ORDINANCE NO. 214-12</p> <p>A PART OF SECTION 36, T44N, R17W, SALT LAKE BASE &amp; MERIDIAN</p> <p>UTAH CITY, WEBER COUNTY, UTAH</p> <p>JANUARY 2019</p>		<p><b>COUNTY RECORDS</b></p> <p>FILE NO. _____</p> <p>DATE RECORDED _____</p> <p>RECORDED PAGE _____</p> <p>RECORDED BY _____</p>	
<p><b>UTAH CITY ATTORNEY</b></p> <p>_____ UTAH CITY ATTORNEY</p>		<p><b>UTAH CITY ENGINEER</b></p> <p>_____ UTAH CITY ENGINEER</p>		<p><b>WEBER COUNTY ENGINEER</b></p> <p>_____ WEBER COUNTY ENGINEER</p>	
<p><b>SIGNATURE CERTIFICATE</b></p> <p>I, _____, being a duly qualified and sworn Surveyor, do hereby certify that the foregoing is a true and correct copy of the original plat as the same appears on file in my office.</p> <p>WITNESS MY HAND AND SEAL OF OFFICE, this 15th day of January, 2019.</p> <p>_____ SURVEYOR</p>		<p><b>CONSULTING ENGINEER</b></p> <p>_____ CONSULTING ENGINEER</p>		<p><b>UTAH CITY ENGINEER</b></p> <p>_____ UTAH CITY ENGINEER</p>	





\*W2610456\*

EB 2610456 PG 1 OF 2  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
13-DEC-12 1038 AM FEE \$4.00 DEP SPY  
DEC FOR: WEBER COUNTY CLERK/AUDITOR

RESOLUTION NO. 27-2012

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY, UTAH, CONFIRMING THE TAX TO BE LEVIED FOR  
MUNICIPAL SERVICES PROVIDED TO THE UNINCORPORATED AREA  
OF WEBER COUNTY AND DESCRIBING THE SERVICES  
TO BE PROVIDED THEREIN**

**WHEREAS**, the Board of County Commissioners (the "Board") of Weber County, Utah (the "County"), has determined that, pursuant to the provisions of Title 17-34, Municipal-Type Services to Unincorporated Areas, and Title 17-36, Uniform Fiscal Procedures Act for Counties, Utah Code Annotated, 1953, as amended, (together, the "Acts"), that the Board will levy a tax for the purpose of providing essential services to County residents and businesses who reside in the unincorporated areas of the County, (which services are not provided to residents of incorporated cities and towns), and which services shall be paid for only by the residents and businesses of the unincorporated areas of the County; and

**WHEREAS**, the tax on all properties in the unincorporated area is for the purpose of providing additional funding for various services that are provided by the County, which services may include extended law enforcement, planning and zoning, animal control, road maintenance, weed control, general administration services, and any other services the Board may be required to provide for the necessity, safety, and convenience of the residents and businesses who reside in the unincorporated areas of the County; and

**NOW, THEREFORE**, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY, UTAH AS FOLLOWS:

Section 1. The tax levy shall apply to all areas within the unincorporated areas of the County, and shall not include any areas that are included within the boundaries of any incorporated city or town. The levy area shall be adjusted from time to time due to annexations and de-annexations to and from municipal entities.

Section 2. The services that will be provided to the residents and businesses who reside in the unincorporated area of the County shall include extended law enforcement, planning and zoning, animal control, road maintenance, weed control, general administration services, and any other services the Board may be required to provide to the residents and businesses who reside in the unincorporated areas of the County.

Section 3. The County will continue to separately budget and account for all revenues and expenditures related to the municipal services in a special revenue fund, separate from the County's General Fund, as required by Section 17-34-5 and Section 17-36-9 of the Acts.



Section 4. The Board intends to levy a tax, beginning with calendar year 2013, on all properties within the unincorporated area of the County at the same time and in the same manner as other taxes of the County are levied, pursuant to Section 17-34-5(2)(d) of the Acts. Revenues generated from said property tax will be used only to pay for the services that are provided to unincorporated areas.

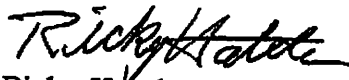
RESOLVED this 11<sup>th</sup> day of December 2012.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By   
Craig L. Dearden, Chair

Commissioner Dearden voted aye  
Commissioner Gibson voted aye  
Commissioner Zogmaister voted aye

ATTEST:

  
Ricky Hatch, CPA  
Weber County Clerk/Auditor





\*W2718461\*



EH 2718461 PG 1 OF 20  
ANN H KILTS, WEBER COUNTY RECORDER  
JAN-15 150 PM FEE \$1.00 DEP HNP  
FOR: WEBER COUNTY CLERK/AUDITOR



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF CREATION

I, SPENCER J. COX, LIEUTENANT GOVERNOR OF THE STATE OF UTAH,  
HEREBY CERTIFY THAT there has been filed in my office a notice of creation from  
the NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY ("NUERA"),  
dated October 28<sup>th</sup>, 2014, complying with Section 11-13-204, Utah Code Annotated,  
1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the  
attached is a true and correct copy of the notice of creation, referred to above, on file with  
the Office of the Lieutenant Governor pertaining to NORTHERN UTAH  
ENVIRONMENTAL RESOURCE AGENCY ("NUERA"), located in Cache, Davis, Salt  
Lake, Utah, and Weber counties in the State of Utah.



IN TESTIMONY WHEREOF, I have  
hereunto set my hand, and affixed the Great  
Seal of the State of Utah this 1<sup>st</sup> day of  
December, 2014 at Salt Lake City, Utah.

SPENCER J. COX  
Lieutenant Governor





Received

EN 2718461 PG 2 OF 20

NOV 13 2014

Spencer J. Cox  
Lieutenant Governor

James K. Tracy  
Partner

Email: [jtracy@btjd.com](mailto:jtracy@btjd.com)  
Direct Dial: (801) 438-2016

November 13, 2014

VIA HAND DELIVERY

Utah Lieutenant Governor's Office  
Utah State Capitol Complex, Suite 220  
Salt Lake City, Utah 84114

RE: Notice of impending boundary action – Northern Utah Environmental  
Resource Agency

Lieutenant Governor Cox:

This is a notice of the impending creation of the Northern Utah Environmental Resource Agency ("NUERA"), an interlocal agency to be created pursuant to the Utah Interlocal Cooperation Act (Utah Code § 11-13-101 et seq.) and composed of the following Member Entities:

- North Pointe Solid Waste Special Service District
- Trans-Jordan Cities
- South Utah Valley Solid Waste District
- Weber County
- City of Logan
- Wasatch Integrated Waste Management District

Attached as Exhibit A is a letter from the Utah State Retirement Office, as required by Utah Code § 67-1a-6.5(3)(d), identifying the provisions of the Utah State Retirement and Insurance Benefit Act with which NUERA may be required to comply.

Because all of the territory of each Member Entity is included in NUERA, a certified plat is not required under Utah Code § 11-13-204(4)(B).

3165 East Millrock Drive  
Suite 500  
Salt Lake City, Utah  
84121-4704

t (801) 438-2000  
f (801) 438-2050  
[www.btjd.com](http://www.btjd.com)



January 15, 2015

Via U.S. Mail

Weber County Solid Waste Division  
Attn: Gary Laird  
867 West Wilson Lane  
Ogden, Utah 84401

Dear Mr. Laird:

Enclosed herewith are copies of three documents related to the creation of the Northern Utah Environmental Resource Agency (NUERA):

- Certificate of Creation
- Notice of Impending Boundary Action
- Agreement to Create Northern Utah Environmental Resource Agency

According to § 11-13-204(4)(a)(ii) of the Utah Code, each NUERA member entity must file these documents in the recorder's office of the county in which the entity is located. Until the documents are filed, NUERA cannot charge or collect any fees.

Would you please file the attached documents with your county recorder and send me an email confirmation when you have done so? If you have any questions, please feel free to call me at 801-438-2028.

Sincerely,



Eric Jeppsen

3165 East Millrock Drive  
Suite 500  
Salt Lake City, Utah  
84121-4704

t (801) 438-2000  
f (801) 438-2050  
www.btjd.com



C2014-183

**AGREEMENT TO CREATE NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY**

**THIS AGREEMENT** (this "*Agreement*") is entered into as of this 28<sup>th</sup> day of OCTOBER 2014, by and among (A) Weber County ("*Weber*"), (B) The City of Logan ("*Logan*"), (C) Wasatch Integrated Waste Management District ("*Wasatch*"), (D) North Pointe Solid Waste Special Service District ("*North Pointe*"), (E) Trans-Jordan Cities, ("*Trans-Jordan*"), and (F) South Utah Valley Solid Waste District ("*South Valley*") (collectively, the "*Members*"), to jointly create, operate and maintain Northern Utah Environmental Resource Agency (the "*Organization*"), as an interlocal entity pursuant to the Utah Interlocal Cooperation Act, Title 11, Chapter 13, UCA (the "*Interlocal Act*").

**WHEREAS** the Members desire to explore the feasibility of working collectively to accomplish the Purposes (as defined below); and

**WHEREAS** the Members are each authorized to exercise powers conferred by the Utah Solid and Hazardous Waste Act, UCA §§ 19-6-101 through 19-6-123 (the "*SHWA*"), and the Utah Solid Waste Management Act, UCA §§ 19-6-501 through 19-6-507 (the "*SWMA*") and together with the SHWA, collectively, the "*Solid Waste Acts*"), as well as powers conferred by other statutes, including the Interlocal Act; and

**WHEREAS** pursuant to the Interlocal Act, any two or more Utah public agencies may enter into an agreement to provide for joint and cooperative action, and may create a Utah interlocal entity to accomplish the purposes of their joint or cooperative action; and

**WHEREAS** each Member is a public agency within the meaning of the Interlocal Act and desires to enter into this Agreement with the other Members to provide, on the terms of this Agreement, for the accomplishment of the Purposes; and

**WHEREAS** each Member finds and expressly declares this Agreement (i) is in the best interests of its several citizens and beneficial to their health and welfare, (ii) will enable it to determine the manner in which to make the most efficient use of its powers regarding the subject matters of this Agreement, and (iii) will enable it to explore opportunities to realize economies of scale and other benefits contemplated by the Interlocal Act; and

**WHEREAS** all approvals, authorizations and other actions required to cause this Agreement to be the legal, valid and binding obligation of each Member have been taken or obtained.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE MUTUAL COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AMONG THE MEMBERS AS FOLLOWS:**



**1. Definitions and Rules of Procedure of Construction.**

Each term defined in the preamble and recitals of this Agreement shall have the meaning given there.

Each of the following terms shall have the meaning set forth in this Section:

- a. "Board" is the Board described in Section 6.a.
- b. "Committee" means the Operations and Management Committee established pursuant to Section 6.b.
- c. "Costs" means all costs, expenses, fees, penalties, obligations, taxes and liabilities of any kind or nature of the Organization.
- d. "Facility" means each facility that the Organization may establish, construct, operate, maintain, and/or improve.
- e. "Fiscal Procedures Act" means UCA §§ 17B-1-601 through 645 (fiscal procedures for local districts), as amended from time to time.
- f. "Fiscal Year" means the fiscal year adopted by the Board for the Organization, which may be the same as the calendar year.
- g. "General and Administrative Expenses" means Costs incurred by the Organization that are not incurred solely for any particular Project.
- h. "General Manager" means the general manager of the Organization, who is the person designated by the Board to direct and supervise the Organization's operations, carry out functions, duties and responsibilities assigned by the Committee, and execute and enforce policies adopted by the Board, all as described in further detail in Section 8 of this Agreement and the Organization's bylaws.
- i. "Indebtedness" means bonds, notes, loans, commercial paper, certificates, mortgages, and any other form of debt.
- j. "Member" means Weber, Logan, Wasatch, Trans-Jordan, North Pointe, South Valley, and any additional entity that may later become party to this Agreement pursuant to Section 11.
- k. "Non-hazardous Solid Waste" means solid waste (as defined in the SMWA) other than hazardous waste (as such term is defined in the SHWA).
- l. "Operating Expenses" means, with respect to a Project, (i) all of the Organization's Costs incurred in connection with the operation and maintenance of such



Project and ordinary repairs, replacements and reconstruction of such Project, including all Costs of producing and delivering services contemplated by such Project, and any reserves, funds or accounts required by any Security Instruments for items of Operating Expenses the payment of which is not immediately required, and shall include, without limiting the generality of the foregoing, rents, administrative and general expenses, engineering expenses, legal and financial advisory expenses, required payments to pension, retirement, health and hospitalization funds, insurance premiums, any taxes or payments in lieu of taxes pursuant to the Interlocal Act or otherwise pursuant to law and payments required under the Project Documents which are to be applied pursuant to the terms thereof to the payment (or reimbursement for the payment) of such Costs; (ii) all General and Administrative Expenses allocable to such Project; and (iii) any other current Costs required to be paid by the Organization under the provisions of any Security Instruments or by law, all to the extent properly allocable to the Projects, or required to be incurred under or in connection with the performance of the Project Documents. Operating Expenses shall not include any debt service, any Costs for new construction or any allowance for depreciation or amortization.

m. "Organization" means Northern Utah Environmental Resource Agency, a Utah interlocal entity, created by the Members pursuant to Section 11-13-203(2) of the Interlocal Act and this Agreement.

n. "Professional" means a person with expertise or experience in solid waste management and operations and who has management or supervisory responsibility for a Member's solid waste operations.

o. "Project" means, whether owned in a divided or undivided interest or consisting of a contractual right or otherwise, the following of the Organization:

i. any Facility and all services provided at or by such Facility, or any service provided in connection with or support of Solid Waste Management, whether provided at a Facility governed by this Agreement;

ii. all records and documents associated with such Facility, including, without limitation, feasibility, environmental and other studies, surveys, estimates, licenses, permits, rights, approvals and litigation associated with a Facility; and

iii. such other buildings, fixtures, land, improvements, activities and services, associated with a Facility, including, but not limited to, legal, legislative and financial activities consistent with the Purposes of the Organization and this Agreement.

p. "Project Documents" means, with respect to a Project, the agreement between the Organization and one or more of the Members pursuant to which such Project is undertaken together with all documents executed in connection with or pursuant to such agreement and all Security Instruments related to such Project.



q. "Representative" means a person selected by a Member to serve on the Board.

r. "Security Instrument" means any bond resolution, trust indenture, or other security instrument or similar document entered into by the Organization in connection with the issuance of its bonds or other Indebtedness that sets forth the Organization's obligations in connection with such bonds or other Indebtedness.

s. "Solid Waste Management" has the meaning ascribed thereto in the SWMA; provided, however, that, for purposes of this Agreement, the term "solid waste" as used in such definition includes only Non-hazardous Solid Waste.

t. "Solid Waste Management Facility" has the meaning ascribed thereto in the SWMA; provided, however, that, for purposes of this Agreement, the term "solid waste" as used in such definition includes only Non-hazardous Solid Waste.

Except where the context otherwise requires: (i) terms expressed in the singular number include the plural number and vice versa; (ii) the term "person" includes any of the Members, individuals, corporations, firms, associations, trusts, federal, state and local governments and agencies; (iii) the term "include" and its derivations are not limiting; and (iv) references to Sections are references to the Sections of this Agreement.

## 2. Organization.

The Members hereby create and organize a separate legal and administrative interlocal entity known as Northern Utah Environmental Resource Agency, to accomplish the Purposes (as defined below).

## 3. Purposes.

The purposes of this Agreement and of the Organization include (collectively, the "Purposes"):

a. To explore the creation, acquisition, and/or operation of a Solid Waste Management Facility or Facilities.

b. To explore the provision of services relating to one or more Solid Waste Management Facilities.

c. To explore options for the effective, efficient, and economic disposal, recycling, reuse or use of Non-hazardous Solid Waste and to provide services related to Solid Waste Management.

d. To investigate and evaluate possible solutions to Non-hazardous Solid Waste problems and issues for the Members and the State of Utah and other political



subdivisions thereof, and to work in conjunction and cooperation with existing Solid Waste Management Facilities to meet Solid Waste Management objectives.

e. To take any or all other actions necessary specified in UCA § 19-6-503(1), or otherwise necessary or desirable to carry out the purposes of the SWMA and the Purposes of this Agreement.

f. To explore the sharing of research and management practices and to study emerging technologies.

g. To provide emergency and disaster resources to the Members.

h. To assist Members, on the terms provided in this Agreement, with the financing, operation, maintenance, planning and operation of Projects serving one or more of these Purposes.

i. To consider and evaluate Projects in which some or all of the Members may participate in entities separate from the Organization.

#### **4. Powers, Duties, and Functions.**

a. The Organization shall have and possess all powers and authorities in furtherance of the Purposes available under the Interlocal Act and other relevant Utah law, including, but not limited to, the power to:

i. adopt, amend, and repeal rules, bylaws, policies, and procedures for the regulation of its affairs and the conduct of its business;

ii. sue and be sued;

iii. have an official seal and alter that seal at will;

iv. make and execute contracts and other instruments necessary or convenient for the performance of its duties and the exercise of its powers and functions;

v. acquire real or personal property, or an undivided, fractional, or other interest in real or personal property, necessary or convenient for the purposes of the Organization, and sell, lease, or otherwise dispose of that property;

vi. directly or by contract with another own and acquire facilities and improvements or an undivided, fractional, or other interest in facilities and improvement; construct, operate, maintain, and repair facilities and improvements; and provide the services contemplated in and by this Agreement;



vii. borrow money, incur Indebtedness, and issue revenue bonds, notes, or other obligations and secure their payment by an assignment pledge, or other conveyance of all or any part of the revenues and receipts from the facilities, improvements, or services that it provides;

viii. sell or contract for the sale of the services, output, product, or other benefits provided by it to agencies inside or outside the state, and with respect to any excess services, output, product, or benefits, any person on terms that the Organization considers to be in the best interest of the Members;

ix. own, sell or otherwise dispose of, purchase, lease, acquire by eminent domain or otherwise, construct, operate, maintain and repair or cause to be constructed, operated, maintained and repaired any Project or Projects;

x. contract for the acquisition, purchase, lease, construction, operation, maintenance and repair, management or sale or other disposition of a Project or Projects or any part thereof;

xi. enter into participation agreements and other contracts pursuant to which a Project or the benefits of a Project are made available to some or all of the Members and, if approved by the Board, to one or more non- Members, either by sale, lease or other contract for the use of the Project or any portion thereof; and

xii. purchase, sell, acquire, contract for or perform feasibility studies, preliminary services, partial Projects and options relating to a Project.

b. The Organization shall have the power and authority to do one or more of the following in furtherance of the Purposes:

- i. To contract with any of the Members or any other public, private, or commercial entity or entities.
- ii. To levy fees and charges as may be appropriate to discharge its responsibility for the acquisition, construction, operation, maintenance, and improvement of a Solid Waste Management Facility.
- iii. To accept and disburse funds derived from a federal or state grant, a private source, or money that may be appropriated by the Utah Legislature for the acquisition, construction, ownership, operation, maintenance, and improvement of a Solid Waste Management Facility.



- iv. To accept and disburse funds and services from the Members, other public agencies and public entities and from private persons pursuant to contracts authorized under law.

c. While retaining the powers they have so as to function independently, the Members hereby delegate to the Organization, and the Organization shall have (i) all powers and authorities conferred upon public entities by the Solid Waste Acts, except those powers that may not be exercised by interlocal entities pursuant to the Interlocal Act and (ii) the power of eminent domain with respect to any real property necessary for the use of the Organization or in connection with a Project; *provided that* the power of eminent domain may only be exercised by the Organization on majority vote of the Representatives on the Board; and further provided that the power of eminent domain shall not be exercised by the Organization against a Member without such Member's written consent.

d. Notwithstanding anything to the contrary in this Agreement, without the unanimous approval of the Representatives on the Board, the Organization has power to take only those actions that are consistent with the Purposes.

**5. Prohibition on Levying Taxes.**

The Organization may not levy, assess, or collect ad valorem property taxes.

**6. Representation and Officers.**

a. The Organization shall be governed by a board of directors (the "*Board*"), which shall consist of two Representatives from each Member.

i. Each Representative shall be designated by his or her Member's governing body. Each Representative shall serve the best interests of the Organization, taking into account the interests of the Member he or she represents, shall serve at the pleasure of his or her Member's governing body, and may be removed from the Board by his or her Member's governing body by the vote required to constitute action by such Member's governing body. Each Member may appoint one or more alternates to serve in the event that the appointed Representative(s) cannot serve or attend a meeting.

ii. The Board shall meet within one month of the creation of the Organization, and shall adopt bylaws within three months of the creation of the Organization that shall govern the operations of the Board and its Representatives, and the operations of the Committee and its Professionals; *provided that* such bylaws shall be consistent with the provisions of this Agreement, the Interlocal Act and other applicable law.



iii. The Board may adopt such rules, regulations, and resolutions are not inconsistent with the terms of this Agreement, the Interlocal Act and other applicable Law.

iv. It is the intention of the Members that, in exercising its responsibilities, the Board shall rely on the professional experience and technical expertise represented on the Committee and, as to decisions of the Board regarding engineering, technical and related matters, shall give due consideration to the recommendations provided by the Committee. In the event that the Board determines that it is unable or unwilling to approve or act upon a recommendation made by the Committee, the Board shall state the reasons for its disapproval or inaction and shall direct the Committee to review the matter in question and develop an alternate recommendation for consideration by the Board.

v. The Board shall meet at least five times annually.

b. The Operations and Management Committee (the "Committee") is hereby established. The Committee has the authority specified in this Section 6.b.

i. Each Member shall appoint a Professional to serve on the Committee.

ii. Each Professional shall utilize his or her engineering and/or technical skills to promote the efficiency, economy and functionality of the Organization and the Projects in which the Member appointing such Professional has elected to participate, and to ensure appropriate coordination between the Projects of the Organization and the Member he or she represents. Each Professional shall serve at the pleasure of his or her Member's governing body, and may be removed from the Committee by his or her Member's governing body at any time or subject to the policies and procedures adopted by the Member.

iii. A Professional appointed to the Committee need not reside within the jurisdiction of the appointing Member.

iv. A Professional on the Committee may not simultaneously serve as a Representative on the Board.

v. The Committee shall meet no fewer than five (5) times per year.

vi. The Committee shall have such responsibilities as delegated to it by the Board by resolution or bylaws and consistent with the provisions of this Agreement.



**7. Budget and Finance.**

a. The Board shall adopt an annual budget (an "*Annual Budget*") prepared in accordance with the provisions of, and in the manner contemplated by, the Fiscal Procedures Act, or as otherwise required by applicable law.

b. The General and Administrative Expenses of the Organization shall be allocated by the Board among the Projects in a manner the Board may set forth by resolution or in bylaws.

c. The Organization shall operate, to the extent feasible, from its own revenues. The Board shall have the power to periodically assess the Members for General and Administrative Expenses only, but not for the Project Costs, Project Operating Expenses, or any other expense or cost associated with a Project, except as provided in the Project Documents. Such assessments shall be apportioned among the Members on such basis as the Board determines proper, in its sole discretion. Assessments may not be made without the consent of the Member. The Organization will notify Members of its proposed budget each year and invoice for the same. Each Member shall pay the assessments, for which it has consented, within thirty (30) days of being invoiced. Any Member which does not pay assessments will subject such Member to expulsion from the Organization, or such other sanctions as the Board determines equitable under all the circumstances. Representatives of a Member which has not paid its assessment may not vote on any matter during any period in which the Member is delinquent on payment of any assessment. No Member shall be liable for any bond, note indebtedness, or other obligation incurred by the Organization, nor liable for the indebtedness of any other Member, nor liable for any indebtedness or other obligation with respect to a Project, other than the obligations of such Member arising under the Project Documents. A Member shall have liability only for those Costs, Indebtedness and other liabilities associated with the Project Documents. A Member shall have liability only for those Costs, Indebtedness and other liabilities associated with the Projects with respect to which such Member elects to participate.

d. The obligation of each Member to pay any amounts to the Organization pursuant to this Agreement is in each case a special and limited obligation of the Member payable solely from the revenues and income from and assets of its Solid Waste Management Facilities and other legally available moneys appropriated for such payment. The payment obligation of each Member under this Agreement is not directly payable from or secured by ad valorem property taxes. It shall not constitute a debt of the Member within the meaning of the Utah Constitution.

**8. Management and Staff.**

a. The Organization shall have the authority to hire the General Manager. The General Manager's duties shall be set forth in the Organization's bylaws and the General Manager shall serve at the pleasure of the Board.



b. Subject to bylaws or resolutions adopted by the Board, the General Manager shall be authorized to hire agents and employees as necessary or convenient for the efficient operation of the Organization, and for the proper and efficient operation, maintenance, and/or repair of the Organization's Projects.

**9. Duration.**

a. This Agreement shall become effective once the lieutenant governor issues a certificate of creation pursuant to UCA §§ 11-13-204(4) and 67-1a-6.5 and the Agreement is filed with the keeper of records for each of the public agencies that are Members to the agreement pursuant to UCA § 11-13-209. Each Member shall notify the other Members when the Agreement has been filed with their keeper of records in accordance with UCA § 11-13-209.

b. Unless earlier terminated pursuant to Section 13, the term of this Agreement shall extend until the latest to occur of:

- i. 50 years after the effective date of this Agreement;
- ii. five years after the Organization has fully paid or otherwise discharged all of its Indebtedness.
- iii. five years after the Organization has abandoned, decommissioned, or conveyed or transferred all of its interest in its facilities and improvements; or
- iv. five years after the facilities of the Organization are no longer useful in providing the service, output, product, or other benefit of the facilities and improvements, as determined under the agreements governing the sale of the service, output, product, or other benefit.

**10. Approval.**

a. Execution of this Agreement by a Member shall constitute a representation and warranty by such Member that the legislative body of each Member has formally approved of this Agreement by a resolution or ordinance which satisfies the requirements of UCA § 11-13-202.5(2).

b. Pursuant to UCA § 11-13-204(4), the governing body of each Member, within 30 days of the date that this Agreement is executed by such Member and such Member's attorney(s), shall jointly file with the lieutenant governor the documents required by UCA § 11-13-204(4)(a)(i). The Members shall work together to obtain the lieutenant governor's certification of creation pursuant to UCA §§ 11-13-204(5) and 67-1a-6.5 as expeditiously as possible. Upon the lieutenant governor's issuance of a certificate of creation under UCA §§ 11-13-204(5) and 67-1a-6.5, the governing body of each Member shall jointly submit to the records of the counties within the boundaries of the Organization the documents required by UCA § 11-13-204(4)(a)(ii)(B).



11. **Additional Members.** An additional Member may be added to the Organization upon a petition of the proposed additional Member and after the governing body of the proposed additional Member has adopted a resolution approving such petition. The addition of a Member shall be permitted only by unanimous vote of the Board. Any Member added to the Organization as a Member shall have liability only for those Costs, Indebtedness and other liabilities associated with the Projects with respect to which such Member elects to participate. Such additional Member shall be entitled to appoint two Representatives to the Board in accordance with Section 6.a. and to exercise all other rights of a Member with respect to the Organization and any Project.

12. **Withdrawal of Members.**

a. A Member may withdraw from this Agreement only with the unanimous approval of the Board. Such Member seeking to withdraw shall agree to remain responsible for (i) its share of any fixed and contingent liabilities associated with any Project with respect to which such Member has elected to participate, and (ii) such liabilities imposed by law through the date of withdrawal.

b. Notwithstanding the provisions of Section 12.a., no Member may withdraw from this Agreement while the Organization has any bonds, notes, or other obligations outstanding with respect to any Project with respect to which such Member has elected to participate, unless otherwise permitted by (i) the applicable Security Instruments and (ii) the contractual arrangements between the Organization and the Member providing for the use of the Project.

c. Any Member wishing to withdraw must file with the secretary/treasurer of the Board a certified resolution of the Governing Body of the Member stating its desire to withdraw, no less than 180 days prior to the desired effective date of the withdrawal.

d. Upon withdrawal, no Member shall receive repayment for any amounts expended by the Member for the funding of the Organization or any Project.

e. After the effective date of the withdrawal of any Member, the Board composed of the remaining Representatives shall continue to have and assume all of the rights, duties and obligations provided for herein.

13. **Termination.**

a. A Member may be allowed to withdraw from the Organization as set forth in Section 12, but the Organization shall continue to operate until the end of its term with the remaining Members. This Agreement shall be terminated and the Organization shall cease to exist upon the first to occur of (i) unanimous agreement among the Members that the Organization shall cease to exist as stated in certified copies of the resolutions of the governing bodies of such Members effecting the dissolution or termination of the



Organization are filed with the secretary/treasurer of the Organization and compliance with all other requirements of applicable law for the dissolution of the Organization, (ii) any of the events specified in Section 9.b., and (iii) such other time or upon such other events as required pursuant to the Interlocal Act or other applicable law.

b. Upon termination of this Agreement, title to all assets of the Organization, upon its dissolution, shall revert to the Members (i) to the extent constituting a portion of a Project, in accordance with the terms of the Project Documents relating to such Project and (b) to the extent not consisting of a portion of a Project, in proportion to such Member's average operating expenses incurred and paid during the life of the Organization; *provided, however*, that the Board shall provide for the retention of assets or monies in accordance with the Project Documents and retain additional assets or monies that are sufficient, in the Board's sole judgment, to provide for the payment of any unsatisfied liabilities of the Organization and for the proper closure or other resolution of the Projects. Upon a decision to terminate this Agreement and the Organization, the Board shall have such powers to take such actions as shall be necessary to effectuate the termination of the Organization and to dispose of the property of the Organization in a manner consistent with the provisions of this Agreement.

c. Notwithstanding the termination of this Agreement, the following provisions shall survive and continue to be operative until the Organization has completely discharged all of its obligations and liabilities (and no Member has any potential liability for the same) as provided in Section 19 below.

#### 14. Projects.

a. *Establishment of a Project.* To establish a Project, (i) at least one Member shall propose to participate in such Project pursuant to a contract with the Organization; (ii) the member(s) shall submit and present to the Operations and Management Committee for its recommendation; (iii) the Member(s) shall present the proposed Project to the Board; and (iv) a majority of the Board shall vote to approve the Project as a Project of the Organization. Neither the individual Representatives of the Board nor the Organization shall have any liability to those proposing a Project as a result of the Board's decision to not approve a Project. Any Project may be situated in whole or in part within or without the State of Utah.

b. *Option to Participate.* Each Member that desires to participate in a Project must give the Board written notice to that effect within 60 days after the Board vote approving establishment of the Project. If a Member indicates that it does not wish to participate in the Project or it does not timely deliver such notice to the Board within such period, the Member shall have elected not to participate in such Project.

c. *Project Plan.* Within 120 days of the establishment of a Project, those Members who have elected to participate in the Project shall develop a Project Plan to present to the Board for approval. At a minimum, the Project Plan shall detail how the Project shall be operated, funded, and managed, and the rights and obligations of



Members who choose to participate in the Project. The Board, in its discretion, may extend the time for preparation of a Project Plan. If no Project Plan is presented to the Board in the time designated, the Project shall be deemed to have been abandoned. No Operating Expenses or any Indebtedness may be incurred with respect to a Project until a Project Plan has been adopted for such Project. All Costs, Indebtedness and other liabilities incurred in connection with the formulation and implementation of the Project Plan will be borne by the Members who have chosen to participate in the Project.

d. *Option to Withdraw.* Until a Project Plan has been approved by the Board, any Member who has elected to participate in the Project may withdraw from the Project by delivering a written notice to that effect to the Board. A Member who has withdrawn from a Project shall remain liable for its full share of the Costs, Indebtedness and other liabilities incurred in connection with the formulation of the Project Plan.

e. *Project Documents.* The Organization and those Members participating in the Project shall adopt and enter into Project Documents that shall include such provisions as the Organization may require by resolution or bylaws or that may be adopted for a specific Project, and that may be required by law.

f. *Ownership of Projects.* The ownership of a Project may be a divided or undivided ownership interest, a contractual right or otherwise.

15. **Publication.** If the Board chooses to publish an enactment, notice of bonds, or notice of agreement, it shall comply with the requirements of UCA § 11-13-219.

16. **Assignment.** The Rights and obligations set forth herein shall not be assigned without the express written approval of all other non-assigning Members.

17. **Insurance.**

a. *Maintenance of Insurance.* The Organization shall at all times use its best efforts to keep or cause to be kept the properties of the Organization (including but not limited to the Projects) which are of an insurable nature and of the character usually insured by those operating properties similar to the properties of the Organization (including but not limited to the Projects) insured against loss or damage by fire and from other causes customarily insured against and in such relative amounts and having such deductibles as are usually obtained. The Organization shall at all times use its best efforts to maintain or cause to be maintained insurance and reserves against loss or damage from such hazards and risks to the person and property of others as are usually insured or reserved against by those operating properties similar to the properties of the Organization (including but not limited to the Projects). The Organization shall at all times maintain or cause to be maintained errors and omissions insurance or officer and director insurance, as applicable, for the Representatives on the Board and Professionals on the Committee as are usually insured or reserved against by those operating properties similar to the properties of the Organization (including but not limited to the Projects). Any insurance required pursuant to this Section 17.a. shall be in the form of policies or



contracts for insurance with insurers of good standing and shall be payable to the Organization. Causing the Members who have chosen to participate in a Project to maintain insurance in accordance with the terms of the Project Documents relating to such Project shall satisfy the Organization's obligation to insure the properties of such Project or to maintain insurance against loss or damage from hazards and risks relating to such Project.

b. *Reconstruction; Application of Insurance Proceeds.* If any useful portion of any Project shall be damaged or destroyed, the Organization shall, as expeditiously as possible, continuously and diligently prosecute or cause to be prosecuted the reconstruction or replacement thereof. The proceeds of any insurance paid on account of such damage or destruction shall be held by the Organization in a special account and made available for, and to the extent necessary be applied to, the cost of such reconstruction or replacement of the Project.

18. **Management of Funds; Future Indebtedness.** All money, funds and accounts owned, held or administered by the Organization shall be handled in accordance with the Project Documents and applicable law, including without limitation, the Utah State Money Management Act, UCA § 51-7-1, *et seq.* The Organization shall not use the money, funds or accounts owned, held or administered thereby in any way that would impair its ability to operate and maintain the Projects in accordance with the terms of this Agreement or the Project Documents. The Organization may not incur any Indebtedness after the date of this Agreement except in compliance with the terms, conditions and covenants hereof.

19. **Indemnification.** The Organization shall indemnify and save and defend each Member and each Member's employees and officers harmless from and against any and all liabilities, claims, penalties, forfeitures, suits, and the Costs incident thereto, which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on any Project or property owned or operated by the Organization, or any violation of governmental laws, regulations, or orders caused, in whole or in part, by any negligent or willful act or omission of the Organization, its employees, agents, or subcontractors in the performance of the duties of the Organization.

20. **Integration, Amendment & Modification.** This Agreement constitutes the entire agreement between the Members and supersedes all prior agreements and negotiations. No amendment or modification of this Agreement shall be valid or binding unless in a writing duly executed by all Members hereto.

21. **Governing Law & Disputes.** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Utah. Any dispute arising hereunder must be brought in the state and federal courts located in Salt Lake County, Utah. The prevailing party in any action arising hereunder may recover its court costs, including its reasonable attorney fees.



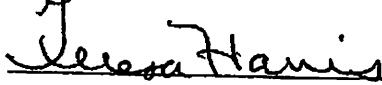
**22. Survival Clause.** If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining terms and provisions hereof shall not be affected thereby.

**23. Counterparts.** This Agreement may be executed in any number of counterparts and the counterparts when assembled together shall constitute but one agreement.

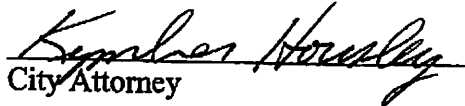


*In Witness Whereof the parties have executed this Agreement the day and year first written above.*

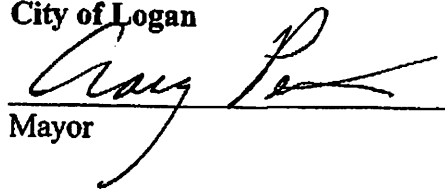
Attest:



Approved as to form:

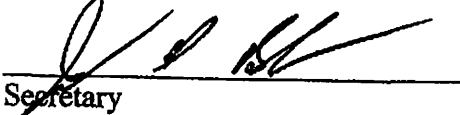
  
City Attorney

City of Logan

  
Mayor

10/28/11  
Date

Attest:

  
Secretary

Approved as to form:

  
Agency Attorney

Wasatch Integrated Waste Management District

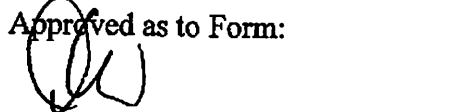
  
Executive Director

10.10.2014  
Date

Attest:

  
County Recorder/Clerk/Auditor

Approved as to Form:

  
County Attorney

Weber County

  
Commission Chair

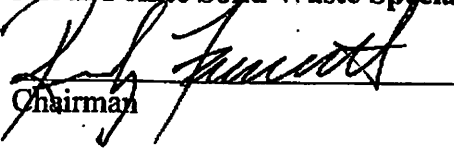
8-26-2014  
Date



Attest:

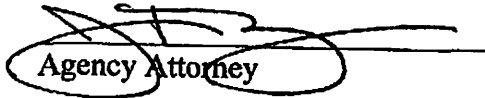
  
Secretary

North Pointe Solid Waste Special Service District

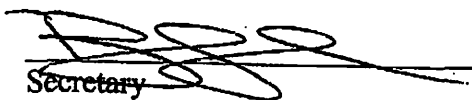
  
Chairman

10-14-14  
Date

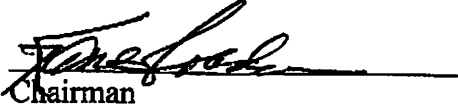
Approved as to Form:

  
Agency Attorney

Attest:

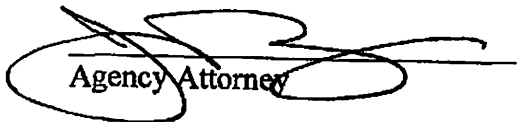
  
Secretary

Trans-Jordan Cities

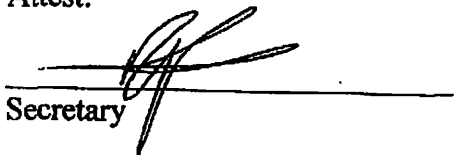
  
Chairman

10/13/2014  
Date

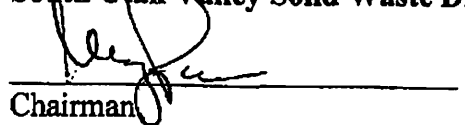
Approved as to form:

  
Agency Attorney

Attest:

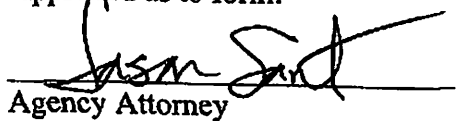
  
Secretary

South Utah Valley Solid Waste District

  
Chairman

10/14/14  
Date

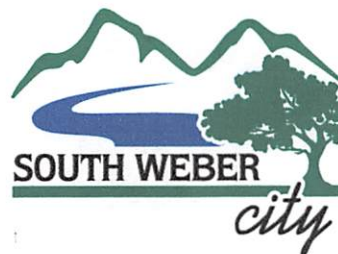
Approved as to form:

  
Agency Attorney



**For Office Use Only**

Application #: CU 18-07  
Fees received by: SK Date of submittal: 6/19/18  
Amount Paid: \$300 Receipt #: 17-050518  
Initial Review, all of the required supporting materials have been provided: \_\_\_\_\_  
PC Meeting Date: 7/12/18



**Conditional Use Application  
Residential Zone**

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Daycare/Preschool | <input type="checkbox"/> Service Accessory | <input type="checkbox"/> Twin Home                |
| <input type="checkbox"/> Planned Dwelling Group       | <input type="checkbox"/> Model Home        | <input type="checkbox"/> Group Home               |
| <input type="checkbox"/> Recreational Vehicle Park    | <input type="checkbox"/> Hobby Kennel      | <input type="checkbox"/> Dog Kennel               |
| <input type="checkbox"/> Electronic Comm. Facility    | <input type="checkbox"/> Rental Unit       | <input type="checkbox"/> Other Requiring CU _____ |

Property Address: 7561 South 2050 East South Weber, Utah  
Parcel Number(s): 132110033 Total Acres: \_\_\_\_\_  
Current Zone: R-M If Rezoning, to what zone: \_\_\_\_\_ Bordering Zones: \_\_\_\_\_  
Surrounding Land Uses: residential homes

Business Name (if applicable): Miss Kim's Education Station Preschool  
Anticipated # of Employees: ☒ 0 ☐ 1-10 ☐ 11-20 ☐ 21+  
Anticipated # of Customers on a Daily Basis: ☐ 0 ☒ 1-10 ☐ 11-20 ☐ 21+  
Available Parking Spaces: 4  
Sign Description (attach separate sketch): N/A  
#Residential Units (if applicable): N/A  
#of Dogs (Kennels Only): N/A  
Hours of Operation: 12:00 pm - 4:00 pm

**Contact Information**

**Property Owner(s)**

Name: Garrett Jensen  
Name: Kimberlee Jensen  
Address: 7561 S 2050 E.  
City/State/Zip: South Weber UT 84405  
Phone: 801-599-1312  
Fax: \_\_\_\_\_  
Email: kb.peterson4@gmail.com

**Authorized Agent**

(Owner Must Sign Authorization Form)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Best Way/Preferred Method of Contact:**

\_\_\_\_ Email X Phone \_\_\_\_ Fax \_\_\_\_ Mail

**Best Way/Preferred Method of Contact:**

\_\_\_\_ Email \_\_\_\_ Phone \_\_\_\_ Fax \_\_\_\_ Mail



PROJECT: \_\_\_\_\_

PROPERTY PARCEL NUMBER(S): 132110033

**APPLICANT'S AFFIDAVIT**

State of Utah )  
County of Davis )

I/We Kimberlee Jensen § \_\_\_\_\_, the sole owner(s)/authorized agent of the owner(s) of the property involved in this application, located at 7501 S. 2050 E. South Weber UT, swear the statements and answers contained herein, in the attached plans, and other exhibits, thoroughly, to the best of my/our ability, present the argument in behalf of the application requested herewith, and that the statements and information above referred to are in all respects true and correct to the best of my/our knowledge and belief. I/We do also hereby give permission to South Weber City to place a city "public notice" sign on the property contained in this application for the purpose of notification of the conditional use application and to enter the property to conduct any inspections related to this application.

Dated this 19 day of June, 2018.

Signed: \_\_\_\_\_

Kimberlee Jensen  
Property Owner or Agent

Kimberlee Jensen  
Property Owner or Agent

Subscribed and sworn to before me on this 19 day of June, 2018.

S  
E  
A  
L



Notary Public  
Shaelee Hjorth  
684324  
My Commission Expires  
July 20, 2019  
State of Utah

Shaelee Hjorth  
Notary Public

**AGENT AUTHORIZATION**

State of Utah )  
County of \_\_\_\_\_ )

I/We \_\_\_\_\_, the sole owner(s) of the real property located at \_\_\_\_\_, South Weber, Utah, hereby appoint \_\_\_\_\_ § \_\_\_\_\_ as my/our agent with regard to this application affecting the above described real property, and authorize said agent to appear on my/our behalf before any city commission, board or council considering this application.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed: \_\_\_\_\_

\_\_\_\_\_  
Property Owner or Agent

\_\_\_\_\_  
Property Owner or Agent

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

S  
E  
A  
L

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





# *Community and Economic Development*

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Davis County Administration Building - 61 S. Main Street - Farmington Utah 84025  
Telephone: (801) 451-3279- Fax: (801) 451-3281  
Barry Burton/Director

July 5, 2018

## **MISS KIM'S EDUCATION STATION PRESCHOOL**

**REQUEST:** Conditional Use approval for a preschool in a residential neighborhood.

**GENERAL INFORMATION:** This residence at 7561 S. 2050 E. is in the Cedar Cove P.U.D. The Covenants and restrictions on the lot prevent any home occupation that encourages patrons to come to the residence.

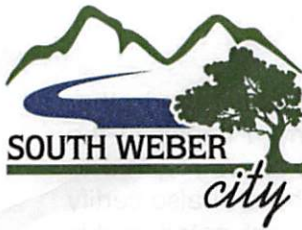
2.5 No Business or Commercial Uses: No portion of the Subdivision may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during the actual period of construction of the Subdivision Improvements or until 100% of the Lots are sold, whichever occurs later, or (b) the use by any Owner of his Lot for a home occupation pursuant to South Weber City ordinance. No home occupation will be permitted, however, which requires or encourages the Owner's clients, customers, patients or others to come to the Lot to conduct business, or which requires any employees outside of the Owner's immediate family or household. No retail sales of any kind may be made in the Subdivision.

Though City ordinances don't prevent a preschool and I see no reason to deny this request on City Code basis, it may be best if the applicant received and provided written permission from the HOA before we approve such a use.

Also we should get approval from the Fire Marshall prior to approval.

**STAFF RECOMMENDATION:** I recommend tabling this request until we have written approval for a preschool at this address from the HOA and approval from the Fire Marshall.





1600 E. South Weber Drive  
South Weber, UT 84405

www.southwebercity.com

801-479-3177  
FAX 801-479-0066

## SUBDIVISION/PROJECT PROCESS APPLICATION

Project/Subdivision Name: LA PINTANA

Approx. Location: 1860 EAST SOUTH WEBER DR.

Parcel Number(s): \_\_\_\_\_ Total Acres: .26

Current Zone: RM If Rezoning, to what zone: \_\_\_\_\_ Bordering Zones: \_\_\_\_\_

Surrounding Land Uses: RM

Number of Lots: 1 # of Lots Per Acre: .26 PUD: Yes No

### Developer or Agent

Name: \_\_\_\_\_

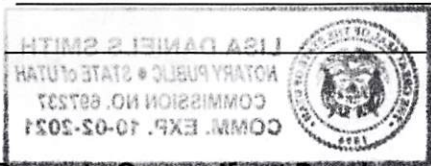
Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_



Property Owner, if not Developer

### Developer's Engineer

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

State License # \_\_\_\_\_

### Surveyor, if not Engineer

Name: KODY HOKER

Company: RAY CREEK, LLC

Address: 11148 ZEA LAND AVEN

City/State/Zip: CHAMPLIN MN 55316

Phone: 612-518-7629

Email: KODY@HOKERLAWOFFICES.COM

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### FOR OFFICE USE ONLY

Process step	Amount Paid	Date	Receipt	Meeting Date
Concept				
Sketch/Site	400	5/25	13083961	
Preliminary				
Final				

Recommended by Planning Commission on: \_\_\_\_\_

Approved by City Council on: \_\_\_\_\_



### Applicant Certification

I swear the statements and answers contained herein, in the attached plans, and other exhibits, thoroughly, to the best of my/our ability, present the argument in behalf of the application requested herewith, and that the statements and information above referred to are in all respects true and correct to the best of my/our knowledge and belief. I also certify that I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me with respect to this application and to appear on my/our behalf before any city commission, board or council considering this application. Should any of the information or representations submitted be incorrect or untrue, I understand that The City of South Weber may rescind any approval or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the South Weber City Land Development Code (SWMC 11) and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. Additionally, I agree to pay all fees associated with this project, as set by the current adopted Consolidated Fee Schedule as well as **any fees associated with any City Consultant (i.e. engineer, attorney)**. The applicant shall also be responsible for all collection fees incurred including a collection fee of up to 40% (pursuant to the provisions of the Utah Code Ann. §12-1-11). I also agree to allow the Staff, Planning Commission, or City Council or appointed agent(s) of the City to enter the subject property to make any necessary inspections thereof.

Applicant's Signature: \_\_\_\_\_

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

State of Utah, County of Davis

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2010

By Kody Holker

Notary \_\_\_\_\_



LISA DANIELS SMITH  
NOTARY PUBLIC • STATE of UTAH  
COMMISSION NO. 697237  
COMM. EXP. 10-02-2021

Seal

Property Owner's Signature: \_\_\_\_\_

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

State of Utah, County of Davis

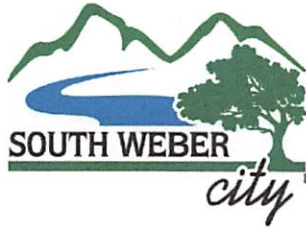
Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2010

By \_\_\_\_\_

Notary \_\_\_\_\_

Seal





1600 E. South Weber Drive  
South Weber, UT 84405

www.southwebercity.com

801-479-3177  
FAX 801-479-0066

## SUBDIVISION PROCESS APPLICATION

Project/Subdivision Name: Sun Ray Subdivision  
Approx. Location: 1900 W & Canyon Drive  
Parcel Number(s): 13-612-0071 Total Acres: 6.64 ACRES  
Current Zone: Agriculture Rezoning, to what zone: Residential Bordering Zones: Residential & Agriculture  
As specified in future zoning map

### Developer or Agent

Name: Rob Edwards  
Company: Ray Creek LLC & Wilcoxen Ent  
Address: 8850 11148 Zealand Ave N  
City/State/Zip: Chaplain mn 55316  
Phone: 801 558 4740 612 518 7629  
Email: Robedwards@gmail.com

### Developer's Engineer

Name: Steve Fackrell  
Company: Pinnacle Engineering  
Address: 327 W GORDON AVE  
City/State/Zip: Layton, UT 84041  
Phone: 801 773 1910  
Email: Sbott@pinnacle-eng-sny.com  
State License # 343593

South Weber City  
1600 E South Weber Dr  
South Weber UT 84405

801-479-3177

Receipt No: 17.048327

Jan 29, 2018

Rob Edwards

Previous Balance:	.00
Miscellaneous	
Miscellaneous Rev	300.00
10-34-105	
Subdivision Review Fee	
Total:	300.00
CASH	300.00
Payor:	
Rob Edwards	
Total Applied:	300.00
Change Tendered:	.00

01/29/2018 4:18 PM



ounding Land Uses: Agriculture and Residential  
Number of Lots: 17 # of Lots Per Acre: 2.56 PUD: Yes No

**Property Owner, if not Developer**

Name: Kody Holker  
Ray Creek LLC  
Company: Ray Creek LLC  
Address: 11148 Zealand Ave N  
City/State/Zip: Chowplau MN 55316  
Phone: 612 518 7629  
Email: Kody@HolkerLawOffices.com

**Surveyor, if not Engineer**

Name: SA NE  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Process step	Amount Paid	Date	Receipt	Meeting Date
Concept				
Sketch	<u>300</u>			
Preliminary				
Final				

Recommended by Planning Commission on: \_\_\_\_\_

Approved by City Council on: \_\_\_\_\_



### Applicant Certification

I swear the statements and answers contained herein, in the attached plans, and other exhibits, thoroughly, to the best of my/our ability, present the argument in behalf of the application requested herewith, and that the statements and information above referred to are in all respects true and correct to the best of my/our knowledge and belief. I also certify that I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me with respect to this application and to appear on my/our behalf before any city commission, board or council considering this application. Should any of the information or representations submitted be incorrect or untrue, I understand that The City of South Weber may rescind any approval or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the South Weber City Land Development Code (SWMC 11) and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. Additionally, I agree to pay all fees associated with this project, as set by the current adopted Consolidated Fee Schedule as well as **any fees associated with any City Consultant (i.e. engineer, attorney)**. The applicant shall also be responsible for all collection fees incurred including a collection fee of up to 40% (pursuant to the provisions of the Utah Code Ann. §12-1-11). I also agree to allow the Staff, Planning Commission, or City Council or appointed agent(s) of the City to enter the subject property to make any necessary inspections thereof.

Applicant's Signature: \_\_\_\_\_

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

State of Utah, County of Davis

Subscribed and sworn to before me on this 30 day of January, 2018

By Robert Edwards

Notary \_\_\_\_\_



Seal

Property Owner's Signature: \_\_\_\_\_

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

State of Utah, County of Davis

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

By \_\_\_\_\_

Notary \_\_\_\_\_

Seal





# *Community and Economic Development*

---

Davis County Administration Building - 61 S. Main Street - Farmington Utah 84025  
Telephone: (801) 451-3279- Fax: (801) 451-3281  
Barry Burton/Director

July 5, 2018

## **SUN RAYS SUBDIVISION FINAL PLAT**

**REQUEST:** Approval of the Final Plat for a 17 lot subdivision

**PLAT:** There are a couple of problems with the plat that should be corrected. There is a reference to a Parcel B which is not actually within the subdivision, so the reference should be eliminated. There is also a reference to a Parcel A which is part of an existing storm water detention basin. This parcel has also been left out of the subdivision, but should be included. The Owner's Dedication should then be altered to dedicate this Parcel A to the City.

There is a reference on the plat to South Weber Drive Street Dedication, but none of this subdivision extends into South Weber Drive, so the reference should be removed. This issue will be addressed as part of the La Pintana one lot subdivision that is the parcel referenced as Parcel B.


**IMPROVEMENT DRAWINGS:** Preliminary approval for this subdivision was subject to my and Brandon's review letters. My letter indicated that a minimum of 6' chain link fencing needs to be installed on the east and west sides as well as along the Messerly property. Also there was a fence recommended along the top of the bank of the detention basin and a 6' masonry fence should be installed along the freeway frontage of Lot 16. There is only one reference to new fencing on the drawings and that is a new fence of unspecified type or height at the top of the bank of the detention basin and along the freeway.

**STAFF RECOMMENDATION:** I recommend the Planning Commission recommend to the City Council approval of the final plat subject to; the plat being amended as described and subject to adding the appropriate fencing requirements to the Construction Drawings before it goes on the City Council agenda.



**MEMORANDUM**

TO: South Weber City Planning Commission

FROM: Brandon K. Jones, P.E.  
South Weber City Engineer 

CC: Barry Burton – South Weber City Planner  
Mark Larsen – South Weber City Public Works Director  
Lisa Smith – South Weber City Deputy Recorder

RE: **SUN RAYS SUBDIVISION**  
**Final Review**

Date: July 5, 2018

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Our office has completed a review of the Final Plat and Improvement Plans for the Sun Rays Subdivision received, July 3, 2018. We recommend approval, subject to the following comments and items being addressed prior to final approval from the City Council.

**GENERAL**

1. Grading and Soils. As a result of the Conditional Use Permit, much grading and production of materials has occurred. All of the soils must meet City Standard gradation specifications if they are to be used. If, during construction, there is any concern related to a geotechnical matter, the geotechnical engineer who provided the study for the project may need to render an opinion or recommendation. This would be at the developer's expense.

**PLAT**

2. Addresses for the lots will be provided by our office.
3. Parcel A needs to be included in the subdivision boundary and dedicated to the City in the Owner's Dedication. It does not need a separate legal description, but all of the bearings and distances need to be labeled.
4. Parcel B should be labeled as a "remainder parcel" and the legal description removed from the plat, since it does not lie within the subdivision boundary.
5. The South Weber Drive Street Dedication legal description should be removed from the plat, since it does not lie within the subdivision boundary.
6. The South Weber Irrigation Easement legal description is not needed. Since it lies within the subdivision boundary, it just needs bearings and distances labeled and Note 10 should replace Note 6.



7. The Power, Gas, Sewer, Storm Drain and Irrigation easements all need more bearings and/or distances labeled in order to be able to locate them in reference lot lines or ROW's.
8. Lots 3, 4, 5, and 6 should terminate the rear yard PUE at the storm drain easement line.
9. The signature block for the South Weber Water Improvement District should be replaced with a signature block for the South Weber Irrigation Company for acceptance of the new easement shown.
10. For clarification, the Legend and Note 2 should indicate that the setbacks are "not shown."
11. The "blanks" in the Acknowledgement need to be large enough in order for the notary to be able to write in them.

### **IMPROVEMENT PLANS**

12. The four-way intersection needs to have the grade adjusted so that it is not sloping through the intersection. We are aware of the design constraints, but feel that more adjustments can be made.
13. The culinary waterline DIP is to be poly-wrapped.
14. The water meter size must be 1" (not  $\frac{3}{4}$ ") – see Note 13 on Sheets 4, 5, 8, 9, and 10.
15. The culinary water needs to have a minimum of 5' cover (not 4').
16. We would recommend a minimum 6' chain link fence be installed on the east, south and west sides of the subdivision; and a 6' masonry fence be installed along the north side. The plans should indicate this.
17. We would recommend moving the street light that is shown between lots 2 and 3, to between lots 8 and 9.



CIVIL ENGINEERING

LAND PLANNING

LAND SURVEYING

STRUCTURAL ENGINEERING

CIVIL ENGINEERING

LAND PLANNING

LAND SURVEYING

STRUCTURAL ENGINEERING

CIVIL ENGINEERING

LAND PLANNING

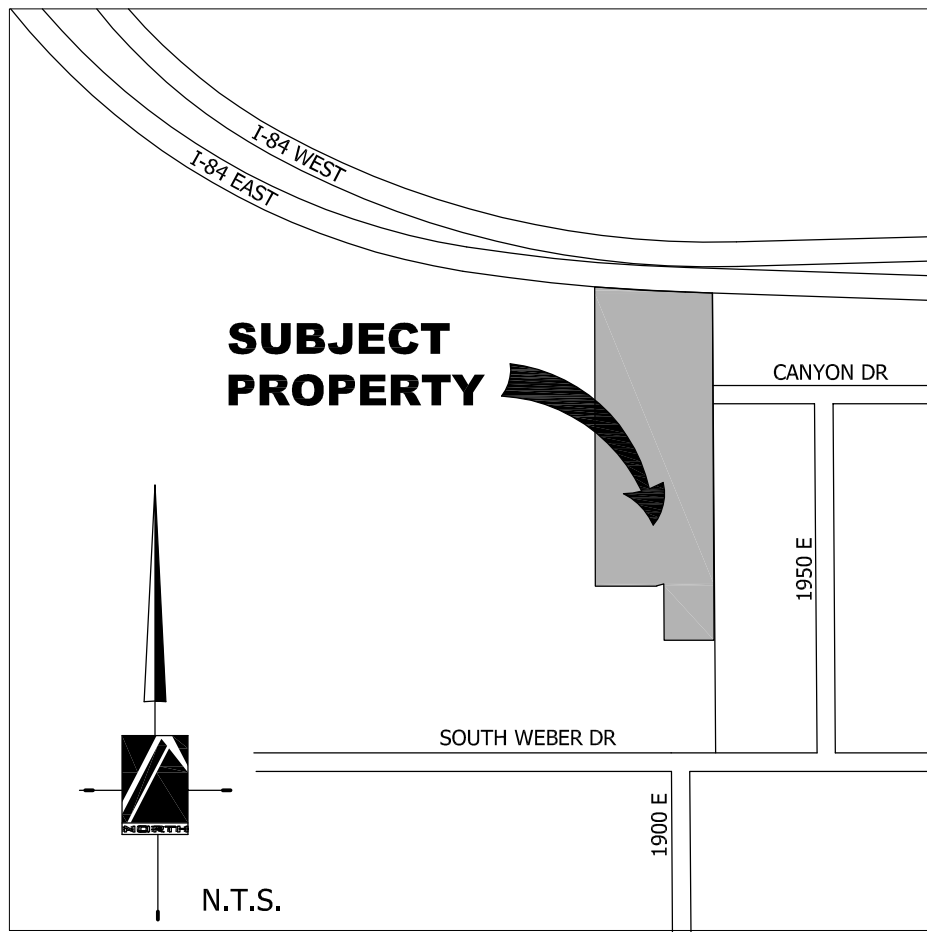
LAND SURVEYING

SUN RAYS SUBDIVISION

1900 EAST CANYON DRIVE

SOUTH WEBER, UTAH

VICINITY MAP



GENERAL NOTES

1) ALL WORK WITHIN THE SOUTH WEBER CITY RIGHT OF WAY SHALL CONFORM TO THE SOUTH WEBER CITY STANDARDS & SPECIFICATIONS.

2) ALL WORK PERFORMED ON SOUTH WEBER CITY OWNED UTILITES & CONNECTIONS THERETO SHALL CONFORM TO THE SOUTH WEBER CITY STANDARDS & SPECIFICATIONS.

3) ALL WORK PERFORMED ON SOUTH WEBER WATER IMPROVEMENT DISTRICT OWNED UTILITIES AND CONNECTIONS THERETO SHALL CONFORM TO THE SOUTH WEBER WATER IMPROVEMENT DISTRICT STANDARDS AND SPECIFICATIONS.

4) CONTRACTOR SHALL OBTAIN AND REVIEW A COPY OF ALL OF THE ABOVE MENTIONED STANDARDS AND SPECIFICATIONS.

5) THESE PLANS CALL FOR BUT ARE NOT DESIGN DRAWINGS FOR THE RELOCATION, AND/OR REMOVAL OF EXISTING DRY UTILITIES INFRASTRUCTURE. DESIGN DRAWINGS FOR SAID RELOCATIONS AND REMOVALS SHALL BE BY OTHERS.

6) CALL BLUESTAKES 48 HOURS PRIOR TO DIGGING.

7) CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL EXISTING MANHOLES AND OTHER UTILITIES BEFORE BUILDING OR STAKING ANY UTILITY LINES.

8) BENCHMARK IS: THE SECTION CORNER MONUMENT LOCATED AT THE INTERSECTION OF SOUTHWEBER DRIVE AND 1900 EAST KNOWN AS THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST, SLB&M ELEVATION = 4508.10.


DEVELOPER

ROB EDWARDS

227 Suite B 25th Str., UT 84403

TEL: 801-558-4740

ENGINEER / SURVEYOR

 PINNACLE

Engineering & Land Surveying, Inc.

327 WEST GORDON AVE. #3 LAYTON, UT 84041

Phone: (801) 773-1910 Fax: (801) 719-6738

UTILITY DISCLAIMER

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND / OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS: OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS." THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

TRAFFIC CONTROL & SAFETY NOTES

TRAFFIC CONTROL PLAN FOR WORK WITHIN UDOT RIGHT OF WAY MUST MEET UDOT STANDARDS & SPECIFICATIONS

1. BARRICADING AND DETOURING SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CURRENT STATE OF UTAH DEPARTMENT OF TRANSPORTATION MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES, AND THE CURRENT SOUTH WEBER CITY STANDARD DRAWING, AND SHALL BE APPROVED BY THE ENGINEER PRIOR TO ANY WORK.

2. NO STREET SHALL BE CLOSED TO TRAFFIC WITHOUT WRITTEN PERMISSION FROM THE CITY TRAFFIC ENGINEER, EXCEPT WHEN DIRECTED BY LAW ENFORCEMENT OR FIRE OFFICIALS.

3. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PROVIDE FOR SMOOTH TRAFFIC FLOW AND SAFETY. ACCESS SHALL BE MAINTAINED FOR ALL PROPERTIES ADJACENT TO THE WORK.

4. DETOURING OPERATIONS FOR A PERIOD OF SIX CONSECUTIVE CALENDAR DAYS, OR MORE, REQUIRE THE INSTALLATION OF TEMPORARY STREET STRIPING AND REMOVAL OF INTERFERING STRIPING BY SANDBLASTING. THE DETOURING STRIPING PLAN OR CONSTRUCTION TRAFFIC CONTROL PLAN MUST BE SUBMITTED TO THE CITY TRAFFIC ENGINEER FOR REVIEW AND APPROVAL.

5. ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE END OF THE WORK TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER.

6. TRAFFIC CONTROL DEVICES (TCDs) SHALL REMAIN VISIBLE AND OPERATIONAL AT ALL TIMES.

GOVERNING AGENCIES

CITY

SOUTH WEBER CITY  
1600 EAST SOUTH WEBER DR.  
SOUTH WEBER, UT 84050  
PHONE: 801-479-3177  
FAX: 801-479-0066

TRANSPORTATION

SOUTH WEBER CITY ENGINEER  
BRANDON JONES  
1716 EAST 5600 SOUTH  
OGDEN, UT 84403  
PHONE: 801-476-9767  
PHONE: 801-476-9768

FIRE INSPECTION

SOUTH WEBER CITY FIRE MARSHALL  
1600 EAST SOUTH WEBER DR.  
SOUTH WEBER, UT 84050  
PHONE: 801-479-3177  
FAX: 801-479-0066

SEWER

SOUTH WEBER CITY PUBLIC WORKS  
1600 EAST SOUTH WEBER DR.  
SOUTH WEBER, UT 84050  
PHONE: 801-479-3177  
FAX: 801-479-0066

STORM DRAIN

SOUTH WEBER CITY PUBLIC WORKS  
1600 EAST SOUTH WEBER DR.  
SOUTH WEBER, UT 84050  
PHONE: 801-479-3177  
FAX: 801-479-0066

CULINARY WATER

SOUTH WEBER CITY PUBLIC WORKS  
1600 EAST SOUTH WEBER DR.  
SOUTH WEBER, UT 84050  
PHONE: 801-479-3177  
FAX: 801-479-0066

SECONDARY WATER

SOUTH WEBER WATER IMPROVEMENT DIST.  
7924 SOUTH 1900 EAST  
SOUTH WEBER, UT 84405  
CONTACT PERSON  
PHONE: 801-475-4749

POWER

ROCKY MOUNTAIN POWER  
SALT LAKE CITY, UT  
ED ZIEBER 801-543-3017

NATURAL GAS

DOMINION ENERGY UTAH  
333 SOUTH STATE STREET  
PO BOX 45360  
SALT LAKE CITY, UT 84145  
MIKE DAVIS 801-395-6806

TELEPHONE

QWEST CORPORATION  
1425 WEST 3100 SOUTH  
SALT LAKE CITY, UT 84119  
GARY WEAVER: 801-626-5380

IRRIGATION WATER

SOUTH WEBER IRRIGATION COMPANY  
6525 SOUTH 475 EAST  
SOUTH WEBER, UT 84405  
LOUISE COOPER  
PHONE: 801-295-8854

CABLE

COMCAST CABLE CORPORATION  
9602 SOUTH 300 WEST  
SANDY, UT 84070  
PHONE: 885-782-1061

DRAWING INDEX

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10 CANYON DRIVE PLAN & PROFILE

11 STORM WATER POLLUTION PREVENTION PLAN

12 STORM WATER POLLUTION PREVENTION NOTES

BY

DATE

REVISION

SURVEYED BY

DESIGNED BY

DRAWN BY


SPB 07/03/18

APPROVED BY

SJF

CALL BLUESTAKES

1-800-662-4111

 AT LEAST 48 HOURS BEFORE DIGGING

SHEET

1

CIVIL ENGINEERING

LAND PLANNING

LAND SURVEYING

STRUCTURAL ENGINEERING

CIVIL ENGINEERING

LAND PLANNING

LAND SURVEYING


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LAND PLANNING

LAND SURVEYING

ALL INFORMATION SHOWN HEREIN IS NOT FINAL OR APPROVED WITHOUT THE GOVERNING AGENCY'S STAMP AND SIGNATURE. ANY USE OF THIS DRAWING AND ITS CONTENT WITHOUT SAID APPROVAL IS DONE AT THE INDIVIDUAL'S OWN RISK. PINNACLE ENGINEERING & LAND SURVEYING, INC. DOES NOT ASSUME LIABILITY FOR ANY SUCH USE.

 PINNACLE

Engineering & Land Surveying, Inc.  
Layton • West Bountiful • Mount Pleasant • St. George  
327 West Gordon Ave. #3 Layton, UT 84041  
Phone: (801) 773-1910 Fax: (801) 773-1925


SUN RAYS SUBDIVISION  
COVER SHEET  
FOR: ROB EDWARDS  
1900 EAST & CANYON DRIVE  
SOUTH WEBER, UTAH  
PROJECT #17-084

BY	DATE

SURVEYED BY	DESIGNED BY	DRAWN BY	SPB 07/03/18	APPROVED BY	SJF
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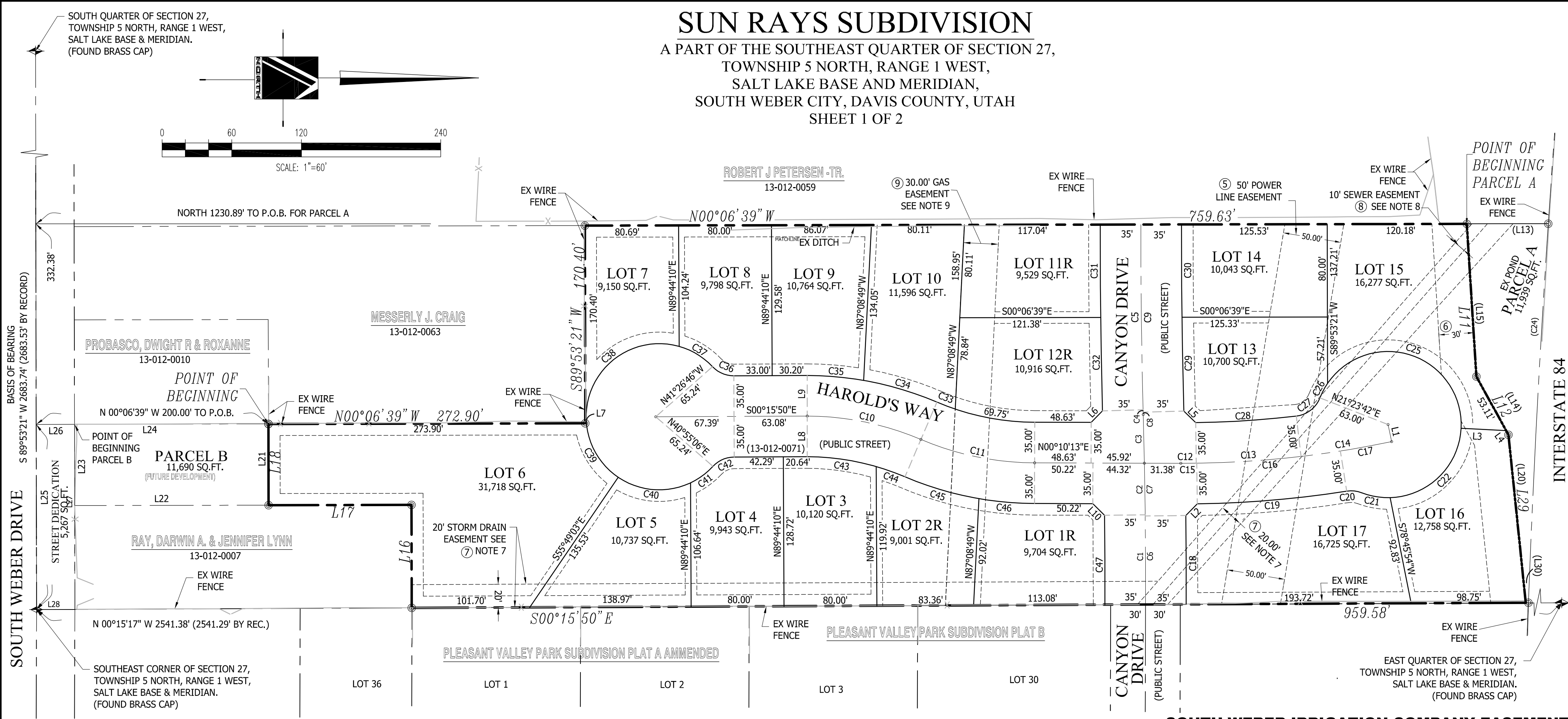
CALL BLUESTAKES

1-800-662-4111

 AT LEAST 48 HOURS BEFORE DIGGING

SHEET  
1





- NOTES**
- 1- PUBLIC UTILITY AND DRAINAGE EASEMENTS ARE 10 FEET WIDE AROUND SUBDIVISION BOUNDARY AND ALONG ROAD FRONTAGES AND 5 FEET WIDE ON SIDE LOT LINES FOR A TOTAL OF 10 FEET WHERE SHOWN ON THIS PLAT.
  - 2- BUILDABLE AREA ENVELOPES ARE AS FOLLOWS:
    - 20 FOOT FRONT YARD SETBACK
    - 25 FOOT REAR YARD SETBACK
    - 10 FOOT SIDE YARD SETBACK
    - 20 FOOT SIDE YARD SETBACK ON CORNER LOTS
  - 3- ALL LOTS ARE SUBJECT TO THE REQUIREMENTS OF THE GEOTECHNICAL REPORT PREPARED BY CHRISTENSEN GEOTECHNICAL, DATED JUNE 27, 2017. THIS INCLUDES EXCAVATION OBSERVATIONS ON EACH LOT BY THE GEOTECHNICAL ENGINEER AFTER THE EXCAVATION IS COMPLETE BUT BEFORE THE FOUNDATIONS ARE POURED OR STRUCTURAL FILL IS PLACED
  - 4- NOT USED
  - 5- EX OVERHEAD POWER LINE
  - 6- PROPOSED RRRIGATION EASEMENT
  - 7- THE EXISTING 20' DRAINAGE & DRAINAGE BASIN EASEMENT RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE AS ENTRY 1328583, IN BOOK 2141, AT PAGE 255 TO BE REPLACED WITH A 20' DRAINAGE EASEMENT AS SHOWN HEREON. WHILE THE DRAINAGE BASIN EASEMENT AS DESCRIBED IN SAID ENTRY, BOOK, AND PAGE IS TO VACATED.
  - 8- THE LOCATION OF THE EXISTING 10 FOOT WIDE SANITARY SEWER EASEMENT RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE AS ENTRY 1272081, BOOK 2040, AT PAGE 1815 IS HEREBY CLARIFIED TO BE CENTERED ON THE EXISTING PIPE LINE AS SHOWN HEREON.
  - 9- THE LOCATION OF THE EXISTING 30 FOOT WIDE DOMINION ENERGY PIPE LINE EASEMENT RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE AS ENTRY 683024, BOOK 1006, AT PAGE 133 IS HEREBY CLARIFIED TO BE CENTERED ON THE EXISTING PIPE LINE AS SHOWN HEREON.
  - 10- THE PREVIOUS SOUTH WEBER IRRIGATION COMPANY EASEMENT IS TO BE REPLACED WITH THE EASEMENT SHOWN HEREON.

**PINNACLE**  
Engineering & Land Surveying Inc

LAYTON • ST. GEORGE • MT. PLEASANT • W. BOUNTIFUL

327 West Gordon Ave., Suite #3      Phone: (801) 773-1910  
LAYTON, UT 84041      Fax: (801) 719-6738

**R - DOMINION ENERGY NOTE**

DOMINION ENERGY QUESTAR PIPELINE, LLC HAS A HIGH PRESSURE NATURAL GAS PIPELINE EASEMENT ACROSS LOTS 1, 2, 11 AND 12. PRIOR TO DEVELOPMENT OF THESE LOTS, DEOP REQUIRES A REVIEW AND APPROVAL OF THE PROPOSED SITE PLANS. LOT OWNERS ARE REQUIRED TO CONTACT TODD CASSITY AT 801-324-3619.

**QUESTAR GAS NOTE**

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

LEGEND			
---	PROPERTY LINE	◆	PROPOSED STREET MONUMENT
---	LOT LINE	✱	SECTION CORNERS
---	CENTER / SECTION LINE	✱	PROPOSED STREETLIGHT
---	EASEMENT LINE	PURDUE	PUBLIC UTILITY & DRAINAGE EASEMENT
---	BUILDING SETBACK LINE	○	SET 5/8" REBAR WITH A ORANGE PLASTIC CAP, OR NAIL & WASHER STAMPED PINNACLE ENG. & LAND SURV.
---	ADJOINING LOT LINE		

**CITY ATTORNEY'S APPROVAL**

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

\_\_\_\_\_  
SOUTH WEBER CITY ATTORNEY

**SOUTH WEBER DRIVE STREET DEDICATION**

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°53'21" WEST ALONG QUARTER SECTION LINE 159.60 FEET; THENCE NORTH 00°06'39" WEST 33.00 FEET; THENCE NORTH 89°53'21" EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SOUTH WEBER DRIVE 159.60 FEET; AND THENCE SOUTH 00°06'39" EAST 33.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 5,267 SQ. FT. (0.12 ACRES)

**PARCEL A**

BEGINNING AT A POINT LOCATED SOUTH 89°53'21" WEST ALONG QUARTER SECTION LINE 332.38 FEET AND NORTH 1232.53 FEET FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 00°06'39" WEST 70.16 FEET; TO THE SOUTHERLY LINE OF THE UTAH DEPARTMENT OF TRANSPORTATION RIGHT OF WAY FOR I-84; THENCE SOUTHEASTERLY 327.06 FEET ALONG THE ARC OF 11,559.16 FOOT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01°37'16" (CHORD BEARS SOUTH 86°59'44" EAST 327.05 FEET) TO THE WESTERLY LINE OF PLEASANT VALLEY PARK PLAT B, A PLAT RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE; THENCE SOUTH 00°15'50" EAST 2.24 FEET ALONG SAID WESTERLY LINE; THENCE SOUTH 84°07'02" WEST 145.52 FEET; THENCE SOUTH 61°09'50" WEST 57.25 FEET; AND THENCE SOUTH 86°24'43" WEST 131.83 FEET TO THE POINT OF BEGINNING.

CONTAINING: 11,939 SQ. FT. (0.27 ACRES)

SOUTH WEBER WATER IMPROVEMENT DISTRICT	ROCKY MOUNTAIN POWER	QUESTAR GAS COMPANY
APPROVED THIS _____ DAY OF _____, 20____, BY THE SOUTH WEBER WATER IMPROVEMENT DISTRICT.	APPROVED THIS _____ DAY OF _____, 20____, BY A REPRESENTATIVE OF ROCKY MOUNTAIN POWER.	APPROVED THIS _____ DAY OF _____, 20____, BY A REPRESENTATIVE OF QUESTAR GAS COMPANY.
_____ SOUTH WEBER WATER IMPROVEMENT DISTRICT REPRESENTATIVE	_____ ROCKY MOUNTAIN POWER REPRESENTATIVE	_____ QUESTAR GAS COMPANY REPRESENTATIVE

**PLANNING COMMISSION APPROVAL**

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

\_\_\_\_\_  
CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

**SOUTH WEBER IRRIGATION COMPANY EASEMENT**

AN EASEMENT FOR AN IRRIGATION PIPELINE, BEING THE NORTH 30 FEET OF SUN RAYS SUBDIVISION, A PLAT TO BE RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED SOUTH 89°53'21" WEST ALONG QUARTER SECTION LINE 159.60 FEET AND NORTH 1232.53 FEET FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 86°24'43" EAST 131.83 FEET; THENCE NORTH 61°09'50" EAST 57.25 FEET; THENCE NORTH 84°07'02" EAST 145.52 FEET; THENCE SOUTH 00°15'50" EAST 30.14 FEET; THENCE SOUTH 84°07'02" WEST 136.47 FEET; THENCE SOUTH 61°09'50" WEST 57.88 FEET; THENCE SOUTH 86°24'43" WEST 140.38 FEET; AND THENCE NORTH 00°06'39" WEST 30.06 FEET TO THE POINT OF BEGINNING.

CONTAINING: 10,040 SQ. FT. (0.23 ACRES)

**PARCEL B**

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SOUTH WEBER DRIVE, SAID POINT BEING LOCATED SOUTH 89°53'21" WEST ALONG QUARTER SECTION LINE 159.60 FEET AND NORTH 00°06'39" WEST 33.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 00°06'39" WEST 167.00 FEET; THENCE NORTH 89°53'21" EAST 70.00 FEET TO THE WESTERLY LINE OF THAT PROPERTY CONVEYED IN WARRANTY DEED AS ENTRY 2905137, IN BOOK 6394, AT PAGE 903, NOVEMBER 16, 2015 AT THE DAVIS COUNTY RECORDER'S OFFICE; THENCE SOUTH 00°06'39" EAST ALONG SAID PROPERTY 167.00 FEET TO THE NORTHERLY LINE OF SAID STREET; AND THENCE SOUTH 89°53'21" WEST ALONG SAID STREET 70.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 11,690 SQ. FT. (0.27 ACRES)

SOUTH WEBER WATER IMPROVEMENT DISTRICT	ROCKY MOUNTAIN POWER	QUESTAR GAS COMPANY
APPROVED THIS _____ DAY OF _____, 20____, BY THE SOUTH WEBER WATER IMPROVEMENT DISTRICT.	APPROVED THIS _____ DAY OF _____, 20____, BY A REPRESENTATIVE OF ROCKY MOUNTAIN POWER.	APPROVED THIS _____ DAY OF _____, 20____, BY A REPRESENTATIVE OF QUESTAR GAS COMPANY.
_____ SOUTH WEBER WATER IMPROVEMENT DISTRICT REPRESENTATIVE	_____ ROCKY MOUNTAIN POWER REPRESENTATIVE	_____ QUESTAR GAS COMPANY REPRESENTATIVE

**CITY ENGINEER'S APPROVAL**

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

\_\_\_\_\_  
SOUTH WEBER CITY ENGINEER

**SURVEYOR'S CERTIFICATE**

I, STEPHEN J. FACKRELL DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 191517 AS PRESCRIBED UNDER LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS **SUN RAYS SUBDIVISION** AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS MEET FRONTAGE WIDTH AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCES.

**BOUNDARY DESCRIPTION**

BEGINNING AT A POINT LOCATED SOUTH 89°53'21" WEST ALONG QUARTER SECTION LINE 159.99 FEET AND NORTH 200.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 00°06'39" WEST 272.90 FEET; THENCE SOUTH 89°53'21" WEST 170.40 FEET; THENCE NORTH 00°06'39" WEST 759.63 FEET; THENCE NORTH 86°24'43" EAST 131.83 FEET; THENCE NORTH 61°09'50" EAST 57.25 FEET; THENCE NORTH 84°07'02" EAST 145.52 FEET TO THE WESTERLY LINE OF PLEASANT VALLEY PARK PLAT B, A PLAT RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE; THENCE SOUTH 00°15'50" EAST 959.58 FEET ALONG SAID WESTERLY LINE AND THE WESTERLY LINE OF PLEASANT VALLEY PARK PLAT A, AMENDED TO THE NORTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN ENTRY 2905137, BOOK 6394, AT PAGE 903 RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE NOVEMBER 16, 2015; THENCE SOUTH 89°53'21" WEST ALONG THE NORTH LINE OF SAID PARCEL 88.74 FEET; THENCE SOUTH 00°06'39" EAST ALONG THE WEST LINE OF SAID PARCEL 123.10 FEET; AND THENCE SOUTH 89°53'21" WEST 70.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 289,136 SQ. FT. (6.64 ACRES)

DATE \_\_\_\_\_

STEPHEN J. FACKRELL  
LICENSE NO. 191517

**OWNER'S DEDICATION**

WE THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS, AS SHOWN ON THIS PLAT AND NAME SAID TRACT OF LAND

**SUN RAYS SUBDIVISION**

AND HEREBY DEDICATE, GRANT AND CONVEY TO SOUTH WEBER CITY, DAVIS COUNTY, UTAH ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO DEDICATE TO SOUTH WEBER CITY THOSE CERTAIN STRIPS AS EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE PURPOSES, AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE, AS MAY BE AUTHORIZED BY SOUTH WEBER CITY, AND DO HEREBY, DEDICATED, GRANT AND CONVEY TO SOUTH WEBER IRRIGATION COMPANY A 30 FOOT WIDE IRRIGATION EASEMENT ALONG THE NORTHERLY BOUNDARY AS DESCRIBED HERON.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS SUBDIVISION HAS MET THE ALL THE REQUIREMENTS OF SOUTH WEBER CITY ORDINANCES.

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

**ACKNOWLEDGMENT**

STATE OF UTAH )  
County of Davis

On the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, personally appeared before me, the undersigned Notary public, in and for said County of Davis in said State of Utah, the signer ( ) of the above Owner's dedication, \_\_\_\_\_ in number, who duly acknowledged to me that signed it freely and voluntarily and for the uses and purposes therein mentioned.

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

NOTARY PUBLIC  
RESIDING IN DAVIS COUNTY

**SUN RAYS SUBDIVISION**

A PART OF THE SOUTHEAST QUARTER OF SECTION 27,  
TOWNSHIP 5 NORTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN,  
SOUTH WEBER CITY, DAVIS COUNTY, UTAH  
SHEET 1 OF 2

**DAVIS COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_ FILED FOR RECORD AND  
RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ IN  
BOOK \_\_\_\_\_ OF OFFICIAL RECORDS PAGE \_\_\_\_\_

\_\_\_\_\_  
DAVIS COUNTY RECORDER

BY: \_\_\_\_\_  
DEPUTY RECORDER

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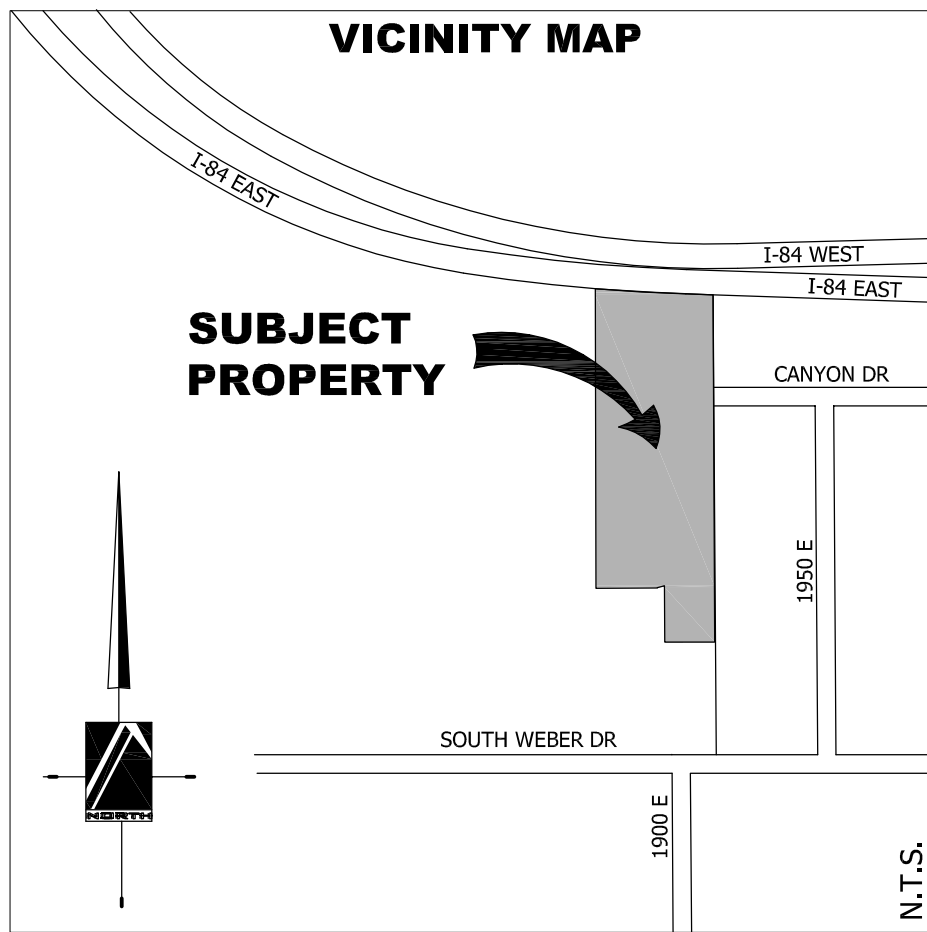
SUN RAYS SUBDIVISION  
A PART OF THE SOUTHEAST QUARTER OF SECTION 27,  
TOWNSHIP 5 NORTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN,  
SOUTH WEBER CITY, DAVIS COUNTY, UTAH  
SHEET 2 OF 2

SURVEYOR'S CERTIFICATE

I, STEPHEN J FACKRELL DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 191517 AS PRESCRIBED UNDER LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS **SUN RAYS SUBDIVISION** AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS MEET FRONTAGE WIDTH AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCES.

DATE

STEPHEN J. FACKRELL  
LICENSE NO. 191517



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH. BEARING
C1	77.28	5361.70	0°49'33"	77.28	S 89°45'26" W
C2	44.50	5361.70	0°28'32"	44.50	S 89°06'24" W
C3	41.96	5361.70	0°26'54"	41.96	S 88°38'41" W
C4	4.10	5361.70	0°02'38"	4.10	N 88°26'33" E
C5	159.64	5361.70	1°42'21"	159.64	N 89°19'02" E
C6	76.29	5361.70	0°48'55"	76.29	S 89°45'46" W
C7	45.49	5361.70	0°29'10"	45.49	S 89°06'43" W
C8	2.00	5361.70	0°01'17"	2.00	N 88°25'52" E
C9	161.74	5361.70	1°43'42"	161.73	N 89°18'22" E
C10	100.65	251.53	22°55'39"	99.98	S 11°38'02" W
C11	100.65	251.53	22°55'39"	99.98	N 11°38'02" E
C12	13.27	865.00	0°52'45"	13.27	N 00°16'09" W
C13	90.51	865.00	5°59'43"	90.47	N 03°42'23" W
C14	79.11	865.00	5°14'24"	79.08	N 09°19'26" W
C15	13.75	865.00	0°54'38"	13.75	N 00°17'06" W
C16	124.23	865.00	8°13'44"	124.13	N 04°51'17" W
C17	44.91	865.00	2°58'29"	44.91	N 10°27'24" W
C18	76.52	5396.70	0°48'45"	76.52	S 89°45'41" W
C19	129.26	900.00	8°13'44"	129.15	N 04°51'17" W
C20	13.13	25.00	30°05'04"	12.98	S 06°04'23" W
C21	25.00	63.00	22°44'26"	24.84	N 09°44'41" E
C22	93.96	63.00	85°27'03"	85.49	N 44°21'04" W
C25	163.47	63.00	148°39'58"	121.32	S 18°35'26" W
C26	14.14	63.00	12°51'44"	14.11	S 62°10'26" E
C27	27.01	25.00	61°54'03"	25.71	N 37°39'16" W
C28	86.85	830.00	5°59'43"	86.81	N 03°42'23" W
C29	80.85	5326.70	0°52'11"	80.85	N 88°52'36" E
C30	80.00	5326.70	0°51'38"	80.00	N 89°44'31" E
C31	80.00	5396.70	0°50'58"	80.00	N 89°44'38" E
C32	80.51	5396.70	0°51'17"	80.51	N 88°53'30" E
C33	16.90	216.53	4°28'15"	16.89	N 20°51'44" E
C34	65.94	286.53	13°11'09"	65.79	S 16°30'17" W
C35	48.85	286.53	9°46'08"	48.79	S 05°01'38" W
C36	20.51	25.00	47°00'51"	19.94	N 23°14'35" E
C37	34.09	63.00	31°00'05"	33.67	S 31°14'58" W
C38	121.96	63.00	110°55'08"	103.79	S 39°42'38" E
C39	55.69	63.00	50°38'51"	53.89	N 59°30'23" E
C40	65.41	63.00	59°29'23"	62.51	N 04°26'16" E
C41	24.16	63.00	21°58'15"	24.01	N 36°17'33" W
C42	20.51	25.00	47°00'51"	19.94	S 23°46'15" E
C43	60.20	216.53	15°55'46"	60.01	S 08°10'08" W
C44	26.32	216.53	6°57'51"	26.30	S 19°36'56" W
C45	66.58	286.53	13°18'53"	66.44	N 16°26'25" E
C46	48.07	286.53	9°36'46"	48.01	N 04°58'36" E
C47	77.04	5326.70	0°49'43"	77.04	S 89°45'32" W
C48	327.06	11559.16	1°37'16"	327.05	S 86°59'44" E

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 78°03'22" W	15.00
L2	N 45°33'36" W	14.11
L3	N 02°55'25" E	38.85
L4	N 61°09'50" E	4.14
L5	S 44°00'44" W	14.30
L6	S 45°42'33" E	13.92
L7	S 00°06'39" E	1.00
L8	N 89°57'41" E	35.00
L9	S 89°56'46" W	35.00
L10	N 44°43'50" E	14.25
L11	N 86°24'43" E	131.83
L12	N 61°09'50" E	57.25
L13	N 00°06'39" W	70.16
L14	S 61°09'50" W	57.25
L15	S 86°24'43" W	131.83
L16	S 89°53'21" W	88.74
L17	S 00°06'39" E	123.10
L18	S 89°53'21" W	70.00
L20	S 84°07'02" W	145.52
L21	N 89°53'21" E	70.00
L22	S 00°06'39" E	167.00
L23	S 89°53'21" W	70.00
L24	N 00°06'39" W	167.00
L25	S 89°53'21" W	159.60
L26	N 00°06'39" W	33.00
L27	N 89°53'21" E	159.60
L28	S 00°06'39" E	33.00
L29	N 84°07'02" E	145.52
L30	S 00°15'50" E	2.24

SUN RAYS SUBDIVISION

A PART OF THE SOUTHEAST QUARTER OF SECTION 27,  
TOWNSHIP 5 NORTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN,  
SOUTH WEBER CITY, DAVIS COUNTY, UTAH  
SHEET 2 OF 2

DAVIS COUNTY RECORDER

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_ FILED FOR RECORD AND  
RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ IN  
BOOK \_\_\_\_\_ OF OFFICIAL RECORDS PAGE \_\_\_\_\_

DAVIS COUNTY RECORDER

BY:

DEPUTY RECORDER

17-084

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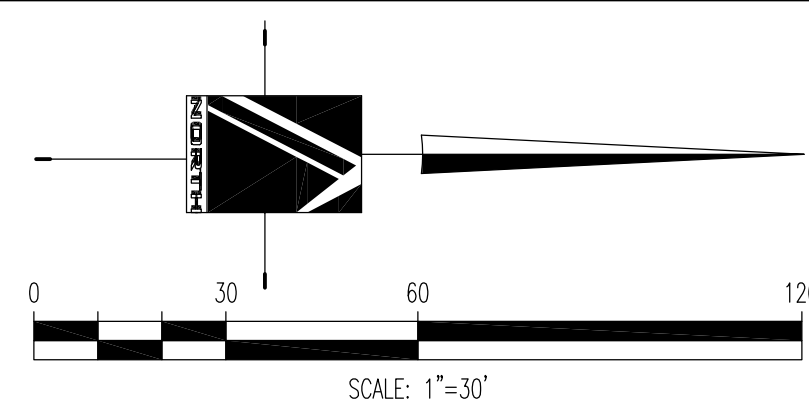








A PART OF THE SOUTHEAST QUARTER OF SECTION 27,  
TOWNSHIP 5 NORTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN,  
SOUTH WEBER CITY, DAVIS COUNTY, UTAH



ROBERT J PETERSEN -TR.  
13-012-0059

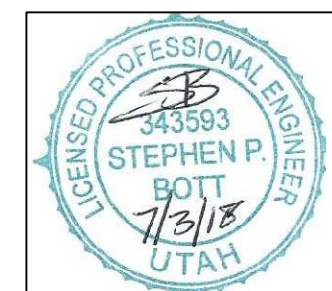


- |  |   |
|--|---|
| 1. PROPOSED 20" STORM DRAIN EASEMENT CENTERED ON EXISTING PIPE   | DISTRICT STANDARDS  |
| 2. RECONFIGURE EXISTING SEWER MANHOLE RIM=4494.10 FL=4483.27 (SEE SH. 10)  | 15. CONSTRUCT 8" DIA. CL51 DUCTILE IRON CULINARY WATER LINE                             |
| 3. EXISTING SEWER MANHOLE RIM=4486.62 FL=4477.72   | 16. CONSTRUCT 6" DIA. C900 DR18 PVC SECONDARY WATER LINE                                |
| 4. RECONFIGURE EXISTING STORM DRAIN MANHOLE RIM=4493.90 FL(EAST)=4486.58 FL(SOUTH)=4486.00 FL(WEST)=4485.80 (SEE SH. 10) | 17. CONSTRUCT 4" SSMH   |
| 5. EXISTING 36" STORM DRAIN OUTLET FL=4479.42  | 18. CONSTRUCT SINGLE SECONDARY WATER SERVICE PER DISTRICT STANDARDS                     |
| 6. EXISTING STORM DRAIN MANHOLE RIM=4503.93 FL=4494.63   | 19. CONSTRUCT 5" SSMH   |
| 7. EXISTING STORM DRAIN MANHOLE RIM=4505.83 FL=4498.10   | 20. CONSTRUCT 5" SSMH ON EXISTING LINE  |
| 8. EXISTING STORM DRAIN CATCH BASIN GRATE=4506.50 FL=4496.55   | 21. CONSTRUCT 4" C900 DR18 PVC SECONDARY WATER LINE                                     |
| 9. EXISTING SEWER MANHOLE RIM=4508.06 FL=4495.46   | 22. CONSTRUCT 15" CLASS III RCP SD  |
| 10. CONSTRUCT FIRE HYDRANT   | 23. CONSTRUCT STORM DRAIN CURB INLET  |
| 11. CONSTRUCT 4" DIA. SDR35 PVC SANITARY SEWER LATERAL - 2% TYP.   | 24. CONSTRUCT 4" SD   |
| 12. CONSTRUCT 8" DIA. SDR35 PVC SANITARY SEWER PIPE - 0.4% MIN.  | 25. CONSTRUCT A/RAMP PER CITY STANDARDS   |
| 13. CONSTRUCT 1" DIA. CULINARY WATER SERVICE LINE WITH 3/4" METER AND VAULT PER CITY STANDARDS                           | 26. CONSTRUCT 6" SDMH & INLET   |
| 14. CONSTRUCT DOUBLE SECONDARY WATER SERVICE LATERAL PER   | 96. CONSTRUCT 6" DIA. C900 DR18 PVC SECONDARY WATER LINE WM CONSTRUCT WATER METER VAULT |
|  | GV CONSTRUCT GATE VALVE   |

**PINNACLE**  
Engineering & Land Surveying, Inc.

Layton • West Bountiful • Mount Pleasant • St. George  
3227 West Gordon Ave. #3 Phone: (801) 773-1910  
Layton, UT 84041 Fax: (801) 773-1925

SUN RAYS SUBDIVISION  
SITE PLAN - PART A  
FOR: ROB EDWARDS  
1900 EAST & CANYON DRIVE  
SOUTH WEBER, UTAH  
PROJECT #17-084

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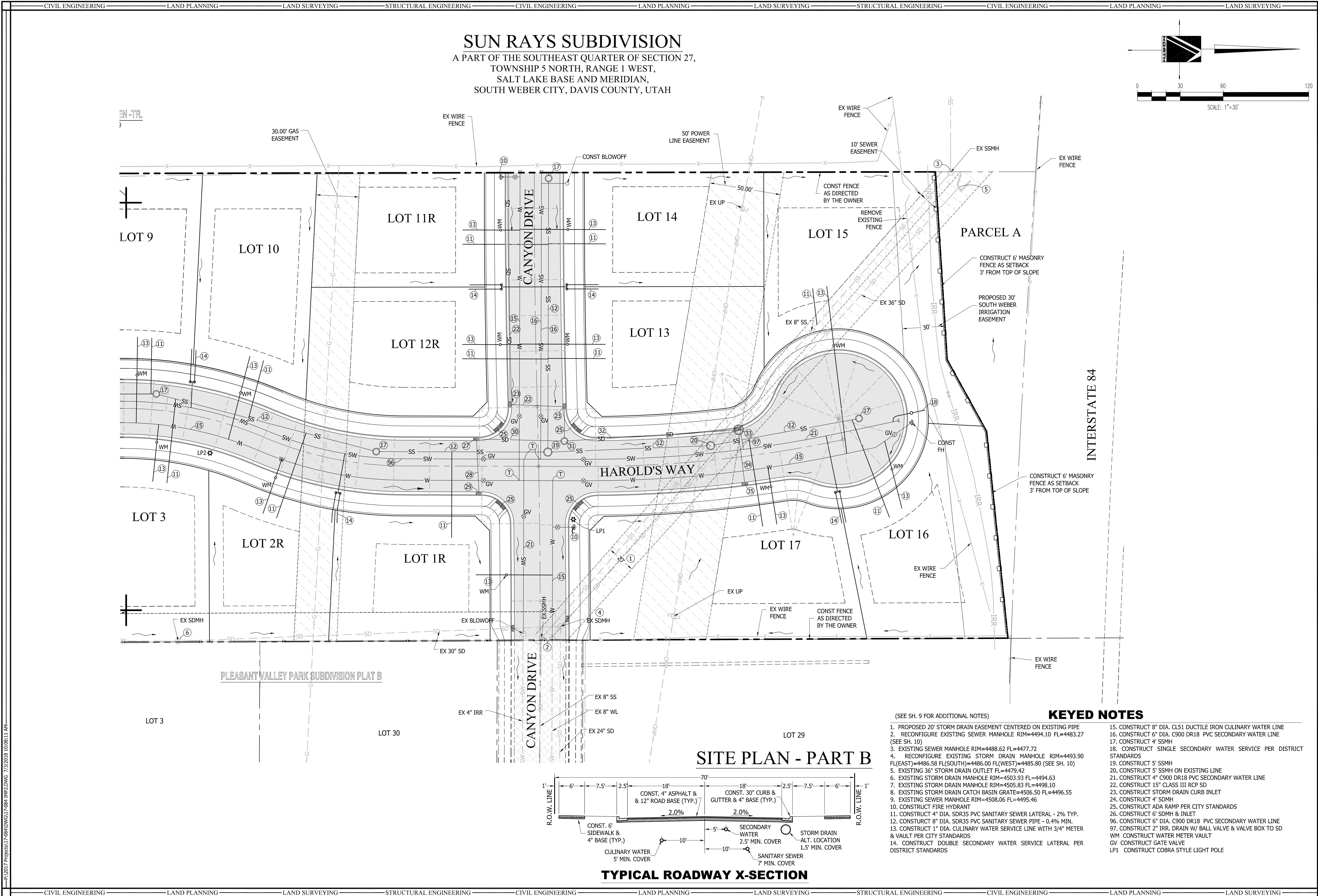
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DESIGNED BY	
DRAWN BY	
SPB	07/03/18
APPROVED BY	

**CALL BLUESTAKE**

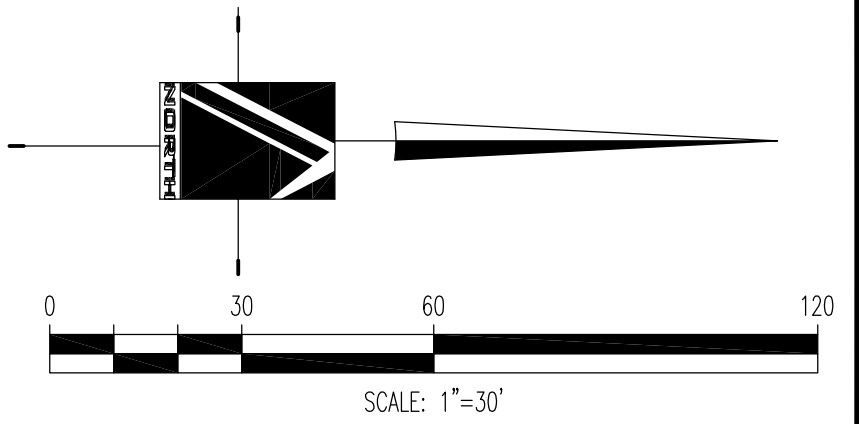


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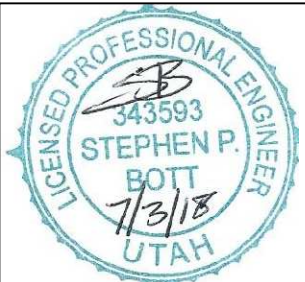


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Phone: (801) 773-9110  
Fax: (801) 773-1925

SUN RAYS SUBDIVISION  
SITE PLAN - PART B  
FOR: ROB EDWARDS  
1900 EAST & CANYON DRIVE  
SOUTH WEBER, UTAH  
PROJECT #17-084



REVISION	BY	DATE

SURVEYED BY	LP2
DESIGNED BY	CONSTRUCT 20' STORM DRAIN
DRAWN BY	SPB
APPROVED BY	SJF

**CALL BLUESTAKES**  
1-800-662-4111

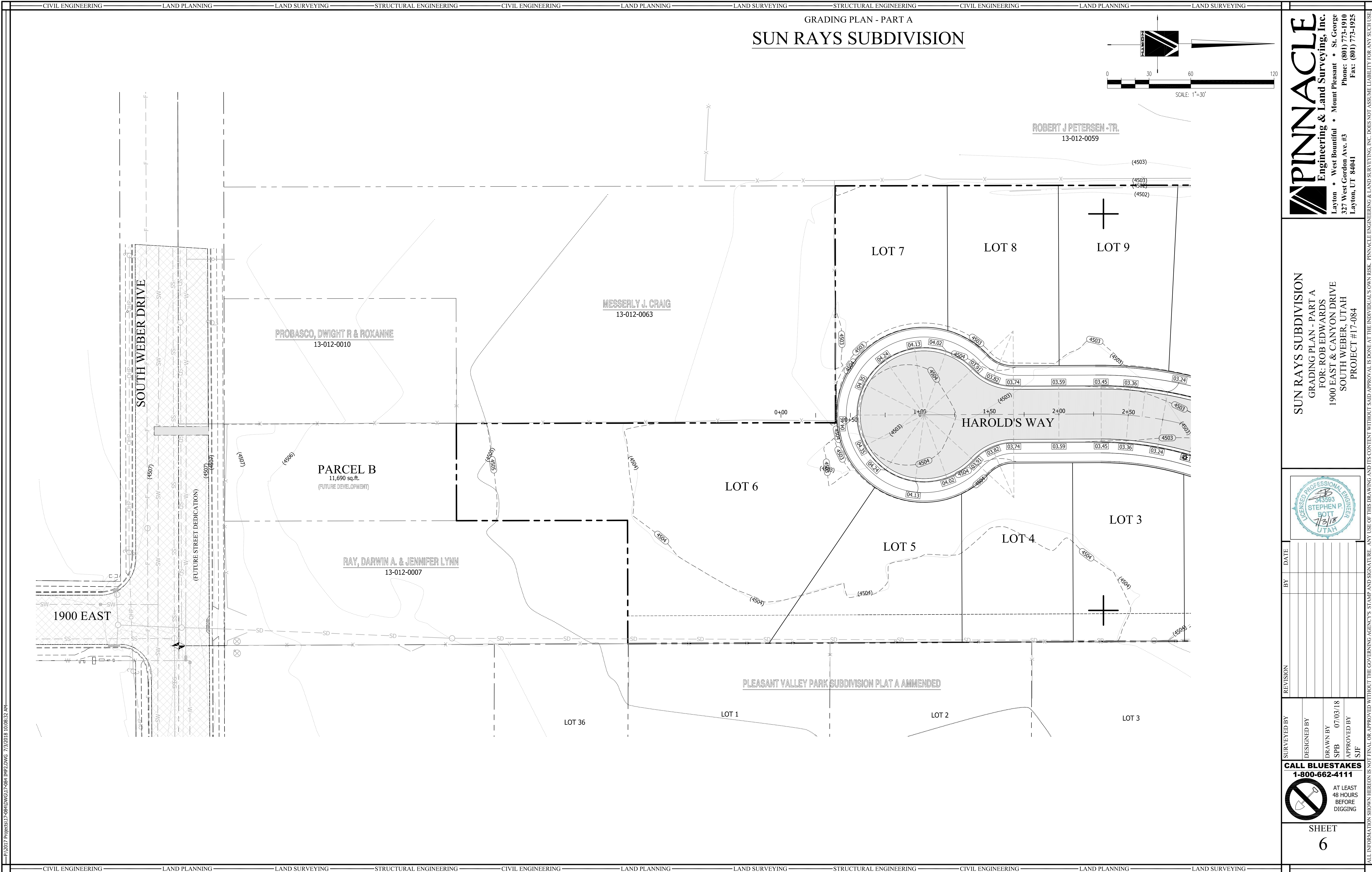


AT LEAST  
48 HOURS  
BEFORE  
DIGGING

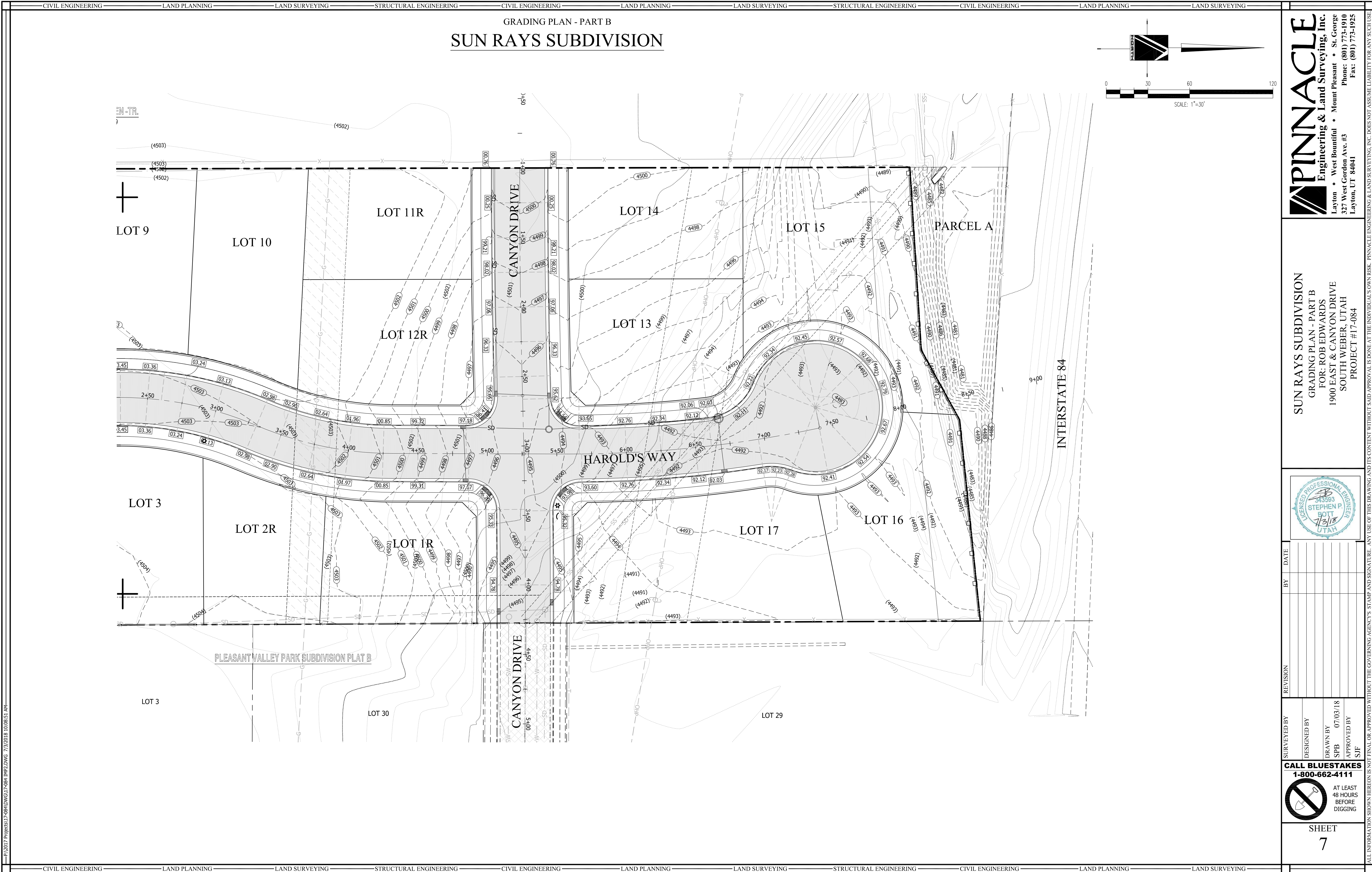
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**5**

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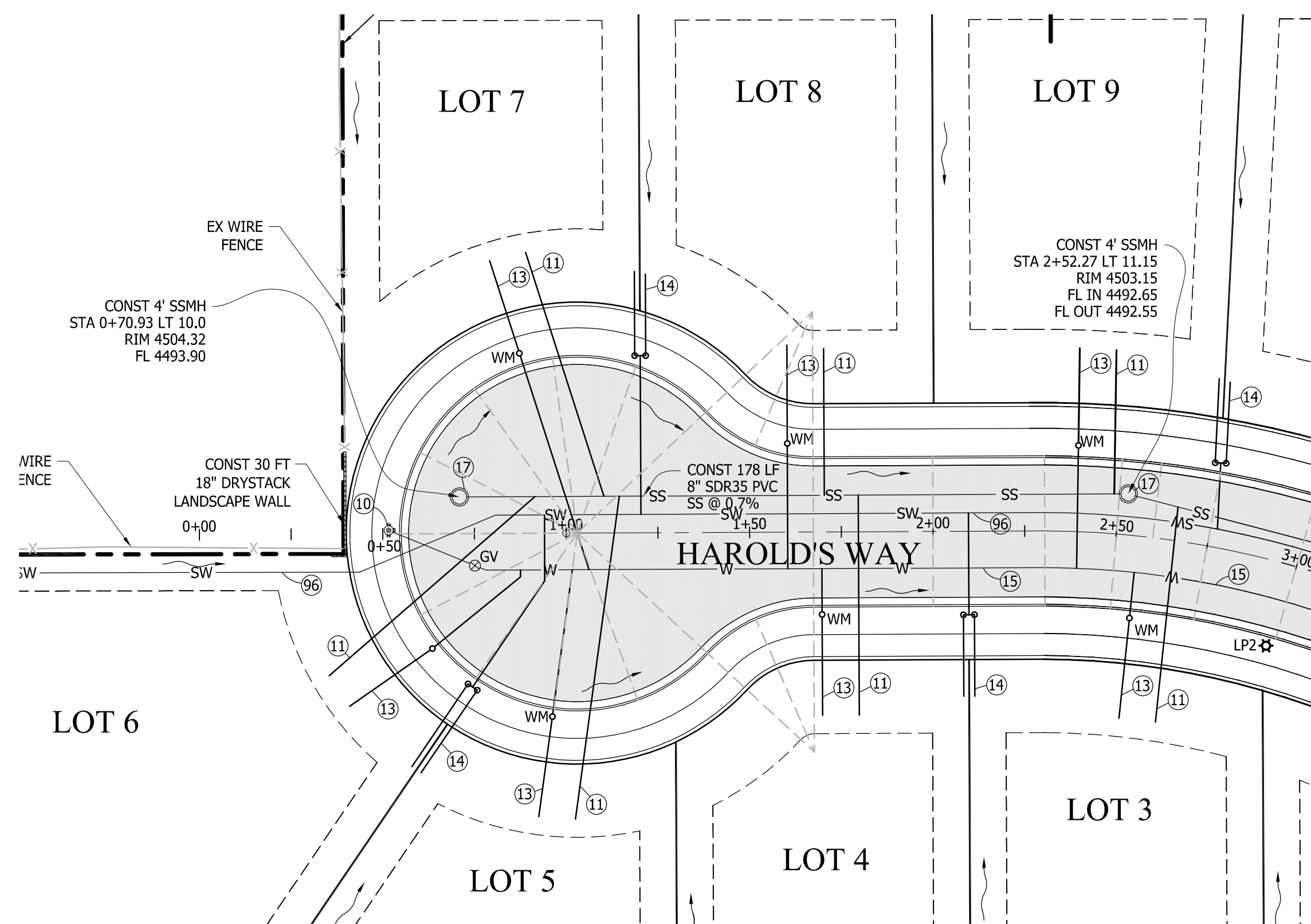












Profile view of a sewer line. The vertical axis shows elevations from 4480 to 4510. The horizontal axis shows stationing from 0+00 to 3+00. The profile includes a constant finished high (FH) line, a constant irrigation (IRR.) line, a constant culinary water line, and a constant sewer (SS) line. The sewer line is 178 LF of 8" SDR35 PVC SS @ 0.7% slope. It is supported by 4' SSMH (Structural Steel Manhole) at STA 0+70.93 LT 10.0 and STA 2+52.27 LT 11.15. The sewer line has a rim elevation of 4504.32 and a floor elevation of 4493.90. The sewer line is connected to the IRR. line in South Weber Drive. The sewer line has a high point at STA 0+50 EL 4504.31. The sewer line has a minimum depth of 4' and a slope of -0.5%.

CONNECT TO IRR. LINE IN SOUTH WEBER DRIVE

HIGH POINT STA 0+50 EL 4504.31

CONST FH

CONST IRR. LINE

4' MIN.

-0.5%

2' MIN.

CONST CULINARY WATER LINE

CONST 4' SSMH STA 0+70.93 LT 10.0 RIM 4504.32 FL 4493.90

CONST 178 LF 8" SDR35 PVC SS @ 0.7%

CONST 4' SSMH STA 2+52.27 LT 11.15 RIM 4503.15 FL IN 4492.65 FL OUT 4492.55

CONST 155

DATUM ELEV 4470.00

4510

4500

4490

4480

4502.2

4502.9

4503.0

4503.1

4503.3

4503.3

4502.9

0+00

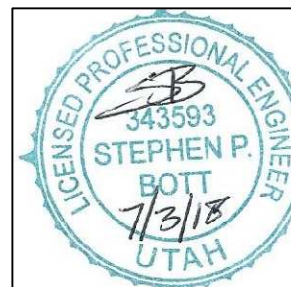
1+00

2+00

3+00

- # KEYED NOTES
1. PROPOSED 20" STORM DRAIN EASEMENT CENTERED ON EXISTING PIPE
  2. RECONFIGURE EXISTING SEWER MANHOLE RIM=4494.10 FL=4483.27 (SEE SH. 10)
  3. EXISTING SEWER MANHOLE RIM=4488.62 FL=4477.72
  4. RECONFIGURE EXISTING STORM DRAIN MANHOLE RIM=4493.90 FL(EST)=4486.58 FL(SOUTH)=4486.00 FL(WEST)=4485.80 (SEE SH. 10)
  5. EXISTING 36" STORM DRAIN OUTLET FL=4479.42
  6. EXISTING STORM DRAIN MANHOLE RIM=4503.93 FL=4494.63
  7. EXISTING STORM DRAIN MANHOLE RIM=4505.83 FL=4498.10
  8. EXISTING STORM DRAIN CATCH BASIN GRADE=4506.50 FL=4496.55
  9. EXISTING SEWER MANHOLE RIM=4508.06 FL=4495.46
  10. CONSTRUCT FIRE HYDRANT
  11. CONSTRUCT 4" DIA. SDR35 PVC SANITARY SEWER LATERAL - 2% TYP.
  12. CONSTRUCT 8" DIA. SDR35 PVC SANITARY SEWER PIPE - 0.4% MIN.
  13. CONSTRUCT 1" DIA. CULINARY WATER SERVICE LINE WITH 3/4" METER & VAULT PER CITY STANDARDS
  14. CONSTRUCT DOUBLE SECONDARY WATER SERVICE LATERAL PER DISTRICT STANDARDS
  15. CONSTRUCT 8" DIA. CL51 DUCTILE IRON CULINARY WATER LINE
  16. CONSTRUCT 6" DIA. C900 DR18 PVC SECONDARY WATER LINE
  17. CONSTRUCT 4" SSMH
  18. CONSTRUCT SINGLE SECONDARY WATER SERVICE PER DISTRICT STANDARDS
  19. CONSTRUCT 5" SSMH
  20. CONSTRUCT 5" SSMH ON EXISTING LINE
  21. CONSTRUCT 4" C900 DR18 PVC SECONDARY WATER LINE
  22. CONSTRUCT 15" CLASS III RCP SD
  23. CONSTRUCT STORM DRAIN CURB INLET
  24. CONSTRUCT 4" SSMH
  25. CONSTRUCT ADA RAMP PER CITY STANDARDS
  26. CONSTRUCT 6" SSMH & INLET
  26. CONSTRUCT 6" DIA. C900 DR18 PVC SECONDARY WATER LINE
  - WM CONSTRUCT WATER METER VAULT
  - GV CONSTRUCT GATE VALVE

SUN RAYS SUBDIVISION  
HAROLD'S WAY PLAN & PROFILE A  
FOR: ROB EDWARDS  
1900 EAST & CANYON DRIVE  
SOUTH WEBER, UTAH  
PROJECT #17-084



SURVEYED BY	REVISION	BY	DATE
DESIGNED BY			
DRAWN BY			
SPB 07/03/18			
APPROVED BY			
SIF			

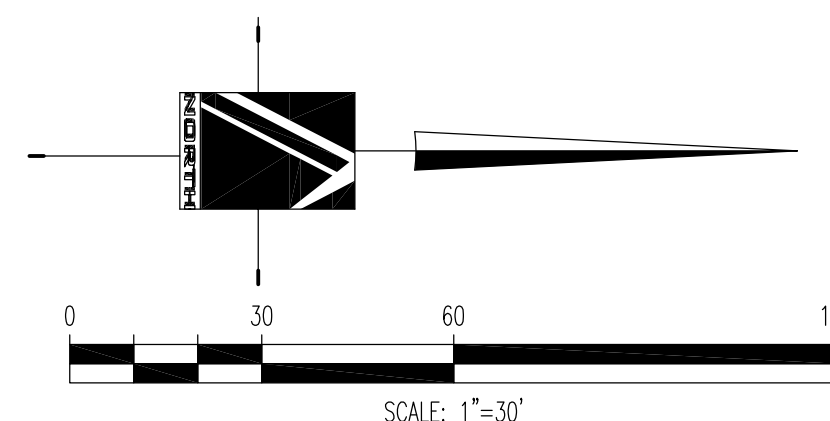
**CALL BLUESTAKES**



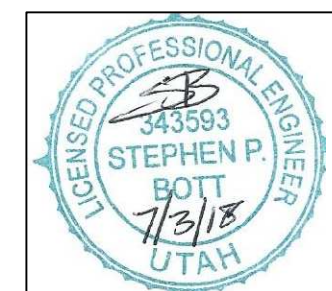
AT LEAST  
48 HOURS  
BEFORE  
DIGGING

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8





1. PROPOSED 20" STORM DRAIN EASEMENT CENTERED ON EXISTING PIPE
2. RECONFIGURE EXISTING SEWER MANHOLE RIM=4494.10 FL=4483.27 (SEE SH. 10)
3. EXISTING SEWER MANHOLE RIM=4488.62 FL=4477.72
4. RECONFIGURE EXISTING STORM DRAIN MANHOLE RIM=4493.90 FL(EAST)=4486.58 FL(SOUTH)=4486.00 FL(WEST)=4485.80 (SEE SH. 10)
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10. CONSTRUCT FIRE HYDRANT
11. CONSTRUCT 4" DIA. SDR35 PVC SANITARY SEWER LATERAL - 2% TYP.
12. CONSTRUCT 8" DIA. SDR35 PVC SANITARY SEWER PIPE - 0.4% MIN.
13. CONSTRUCT 1" DIA. CULINARY WATER SERVICE LINE WITH 3/4" METER & VAULT PER CITY STANDARDS
14. CONSTRUCT DOUBLE SECONDARY WATER SERVICE LATERAL PER DISTRICT STANDARDS
15. CONSTRUCT 8" DIA. C501 DUCTILE IRON CULINARY WATER LINE
16. CONSTRUCT 6" DIA. CL90 DR18 PVC SECONDARY WATER LINE
17. CONSTRUCT 4" SSMH
18. CONSTRUCT SINGLE SECONDARY WATER SERVICE PER DISTRICT STANDARDS
19. CONSTRUCT 5" SSMH
20. CONSTRUCT 5" SSMH ON EXISTING LINE
21. CONSTRUCT 4" C900 DR18 PVC SECONDARY WATER LINE
22. CONSTRUCT 15" CLASS III RCP SD
23. CONSTRUCT STORM DRAIN CURB INLET
24. CONSTRUCT 4" SMDH
25. CONSTRUCT ADA RAMP PER CITY STANDARDS
26. CONSTRUCT 6" SMDH & INLET
27. CONSTRUCT STORM DRAIN CURB INLET STA +682.71 LT 20.50 TBC=4497.18 FL=4492.30
28. CONSTRUCT 36L15" CLASS III RCP SD @ 0.5%
29. CONSTRUCT STORM DRAIN CURB INLET STA +684.57 RT 20.50 TBC=4497.08 FL=4492.48
30. CONSTRUCT 56L15" CLASS III RCP SD @ 4.17%
31. CONSTRUCT 4" SMDH STA +544.26 LT 17.73 RIM=4494.53 FL=4489.90
32. CONSTRUCT 317L15" CLASS III RCP SD @ 2.04%
33. CONSTRUCT 6" SMDH & INLET STA +68.50 LT 20.50 TBC=4492.03 FL(15")=4487.50 FL(EX 36")=4482.92
34. CONSTRUCT 34 LF 15" CLASS III RCP SD @ 0.5%
35. CONSTRUCT STORM DRAIN CURB INLET STA +68.52 RT 20.50 TBC=4492.03 FL 4487.67
36. CONSTRUCT 6" DIA. C900 DR18 PVC SECONDARY WATER LINE
37. CONSTRUCT 24" DIA. DRAIN W/ BALL VALVE & VALVE BOX TO WD WM CONSTRUCT WATER METER VAULT
- GV CONSTRUCT GATE VALVE
1. CONSTRUCT DUCTILE IRON TEE & THRUST BLOCK



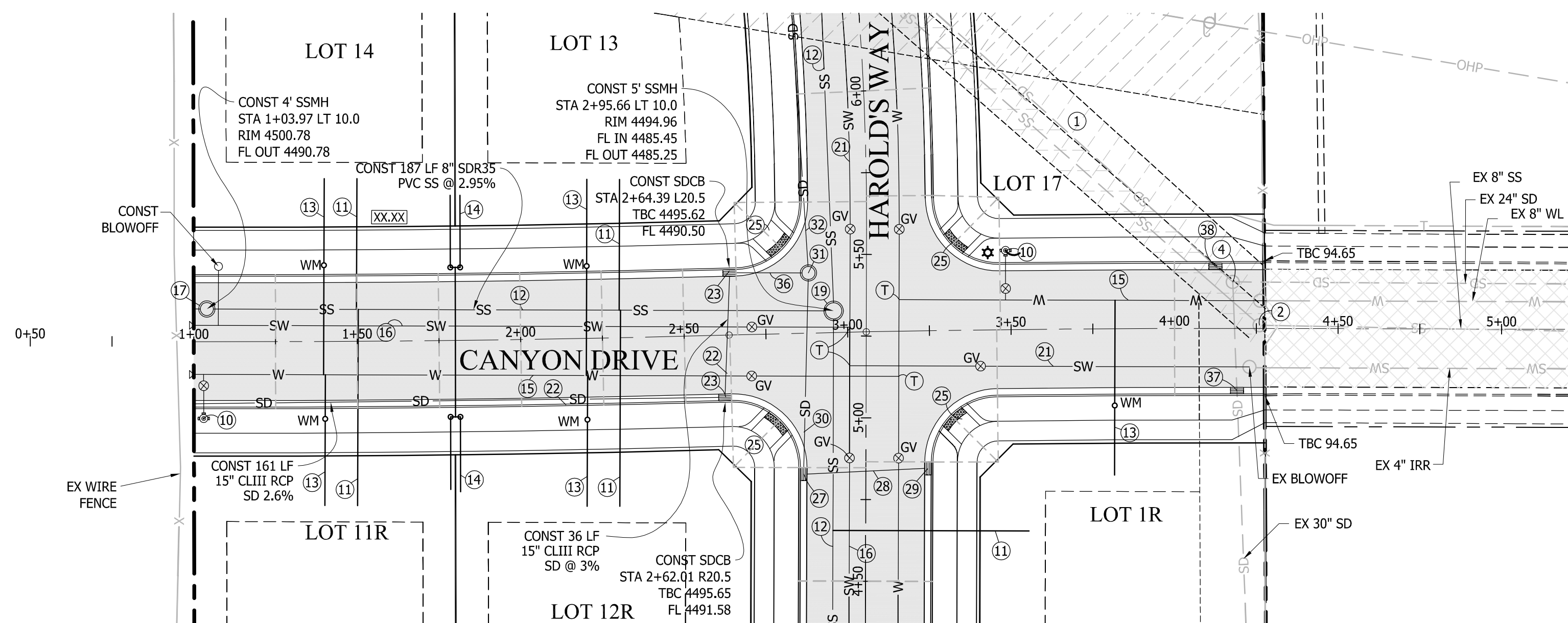
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**1-800-662-4111**

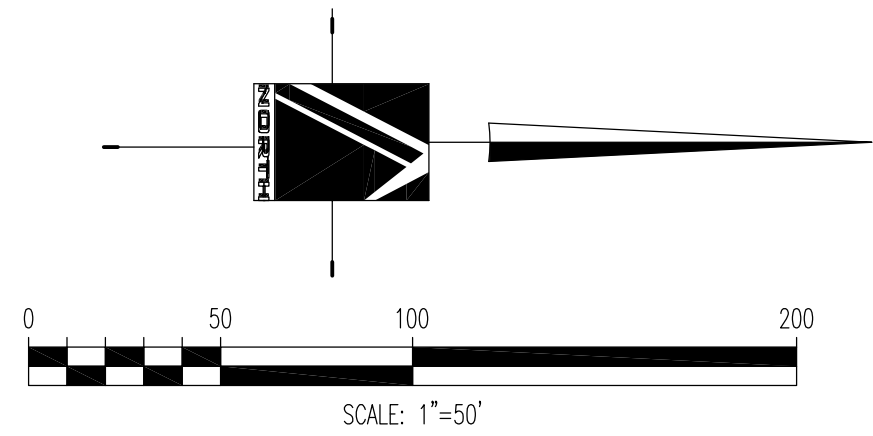
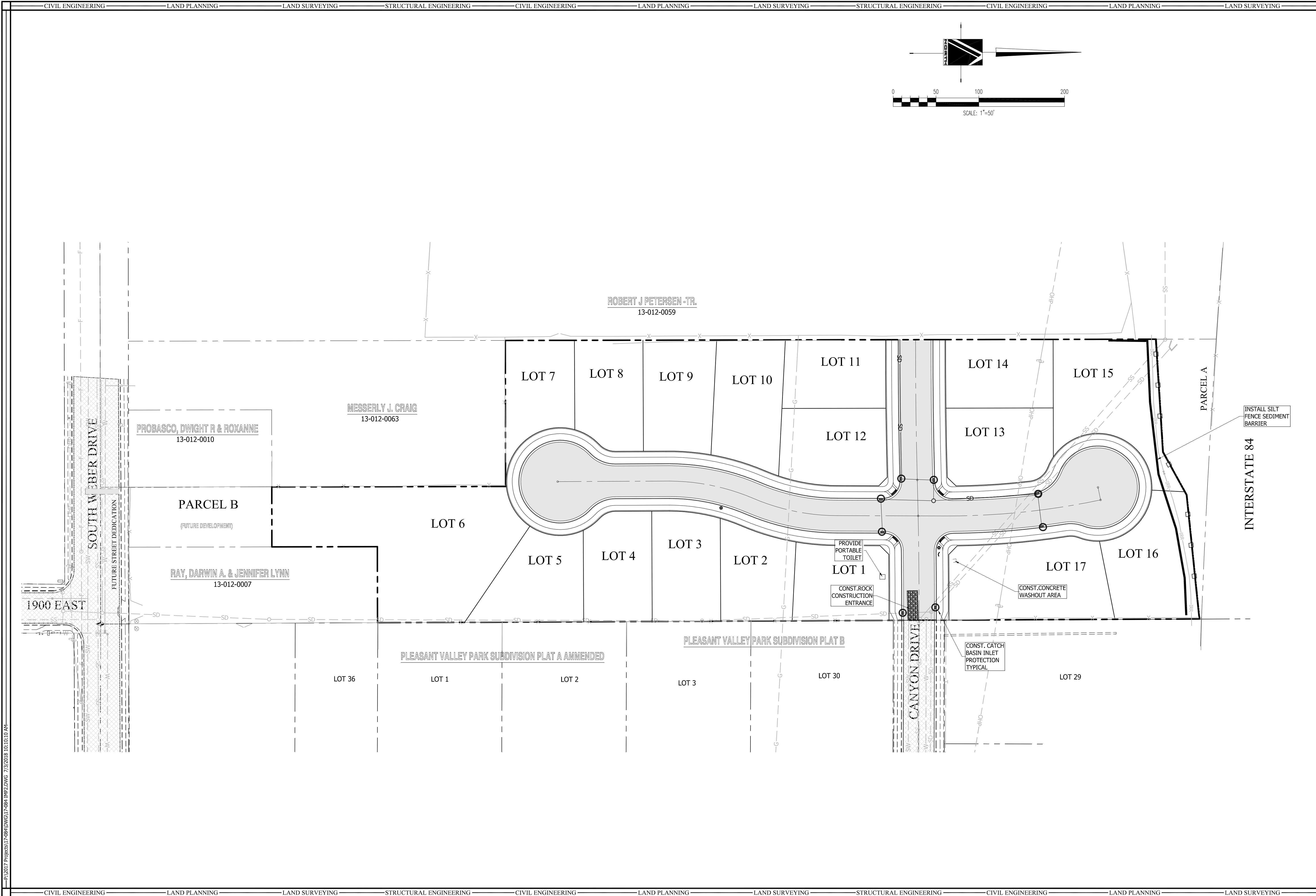


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327 West Gordon Ave. #3  
Layton, UT 84041  
Phone: (801) 773-1910  
Fax: (801) 773-1925

**SUN RAYS SUBDIVISION**  
STORM WATER POLLUTION PREVENTION PLAN  
FOR: ROB EDWARDS  
1900 EAST & CANYON DRIVE  
SOUTH WEBER, UTAH  
PROJECT #17-084

REVISION	BY	DATE

SURVEYED BY	DESIGNED BY	DRAWN BY	APPROVED BY
		SPB	SJF

**CALL BLUESTAKES**  
1-800-662-4111

AT LEAST  
48 HOURS  
BEFORE  
DIGGING

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Dominion Energy Questar Pipeline Services, Inc.  
Property & Right-of-Way  
1140 West 200 South, Salt Lake City, UT 84104  
Mailing Address:  
P.O. Box 45360, Salt Lake City, UT 84145-0360  
DominionEnergy.com



Direct Phone: 801-324-3619

July 3, 2018

Lisa Smith  
South Weber City  
1600 East South Weber Drive  
South Weber, Utah 84405

Subject: Sun Rays Subdivision

Dear Ms. Smith,

Dominion Energy Questar Pipeline, LLC (DEQP) and Questar Gas Company, dba Dominion Energy Utah have been in discussions with the developers of the subject subdivision regarding the final plat and the impacts of this project on the existing pipeline and the future installation of natural gas lines to the development.

The plats as presently constituted, pending final submittal to South Weber City are acceptable to Dominion Energy Questar Pipeline and Questar Gas.

Dominion Energy Questar Pipeline however, requires that a DEQP inspector be onsite at all times during any work within their existing 30-foot wide easement. This requirement has been noted on the drawings but would ask that South Weber City also make it a condition of project approval so that the safety and integrity of this high pressure line may be maintained.

Thank you for your help and assistance with this request. If you have any questions, please contact me toll free at 800-341-9979.

Sincerely,

A handwritten signature in blue ink that reads "Todd C. Cassity". The signature is fluid and cursive, with a large loop at the end.

Todd C. Cassity  
Senior Land Agent



May 31, 2018

Stephen Bott  
sbott@pinnacle-eng-svy.com

RE: 6509731

Dear Mr. Bott:

Rocky Mountain Power will supply power to property located at or near 1900 Canyon Dr, South Weber, UT, with the following provisions:

- Applicant will apply for power by calling 1-888-221-7070
- Applicant or Developer will supply a signed, approved recorded property plat map with lot numbers, addresses, and section corners identified if applicable.
- Residential and Commercial Developer will supply an electronic copy of the subdivision by e-mail, (Auto-cad version 2011), to the estimator assigned to the project.
- Residential Subdivision Developer will pay all costs which are non-refundable above the \$750.00 per lot allowance according to line extension tariff, regulation 12.
- All single lot applicants will be subject to the line extension rules and regulation 12.
- Applicant is responsible to sign a contract after job is approved by Rocky Mountain Power management, and pay any associated costs before work can be scheduled or materials ordered.
- Rocky Mountain Power engineering review may be required and may be subject to additional charges according to our filed line extension tariff, regulation 12.

If you have any questions regarding these provisions, please feel free to call me at 801-629-4439.

Respectfully,



Landon Lucero  
Estimator  
Rocky Mountain Power



# **SOUTH WEBER IRRIGATION COMPANY**

6525 South 475 East  
South Weber, UT 84405  
Phone 801-479-1635

## **BOARD DIRECTORS**

Glen Poll	801-479-4148
Stan Cook	801-479-3508
Blair Halverson	801-381-4093
Kent Bambrough	801-479-5166
Gordon Watts	801-476-0430
Louise Cooper	801-479-1635

To: South Weber City

After Reviewing the plans dated 7-3-18, The Sun Rays Subdivision has received conditional clearance from the South Weber Irrigation Company to build their subdivision with these exemptions:

(1) Note #6 needs to be corrected to indicate 30 ' irrigation easement and we would like the final plat to have an actual note on the drawings similar to the sewer easement or the power easement note.

(2) There should be a note on the drawing with a legal description of the easement and also a signature line indicating that the previous easement is being replaced with the new easement and legal description.

If there are any other changes or modifications they must be cleared with the irrigation company.

Dated 3 July 2018

A handwritten signature in black ink, appearing to read 'Blair Halverson', followed by a long horizontal line extending to the right.

Blair Halverson, President.



# **SOUTH WEBER WATER IMPROVEMENT DISTRICT**

7924 South 1900 East, South Weber, Utah 84405

Phone / Fax (801) 475-4749  
Office-Rorie Stott (801) 336-8951  
Emergency (801) 510-8073  
Maintenance:  
Mark Crookston (801) 458-6980  
Fred Loertscher (801) 675-1082

## **BOARD OF DIRECTORS:**

Chair	Jan Ukena	(801) 479-8749
Co Chair	Cindi Mansell	(801) 540-2486
Secretary	Ferrin Calder	(801) 479-4475
Bd Mbr	Darren Hess	(801) 475-4320
Bd Mbr	Jeff Monroe	(801) 479-5213

To: South Weber City,

Kody Holker and Ray Creek LLC have received clearance from the South Weber Water Improvement District to proceed with development of the Sun Rays Subdivision located at 1900 E Canyon Drive in South Weber.

DATED: July 5, 2018



South Weber Water Improvement District





# Community and Economic Development

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Davis County Administration Building - 61 S. Main Street - Farmington Utah 84025  
Telephone: (801) 451-3279- Fax: (801) 451-3281  
Barry Burton/Director

July 5, 2018

## PROPOSED ORDINANCE AMENDMENTS ALLOWING TWO-FAMILY DWELLINGS AT MAJOR INTERSECTIONS

It is proposed that the following amendments be made to Title 10 of the South Weber Code:

### **10.01.100 Definitions**

Add the following definition:

**MAJOR INTERSECTION:** An intersection of a minor arterial street and a major collector street or the intersection of two major collector streets. The classification of streets shall be as specified in the currently adopted South Weber City General Plan.

### **10.5A.3 Conditional Uses**

*Add the following land use to the list of Conditional Uses:*

14. Two-Family Dwelling on a corner lot of a Major Intersection.

### **10.5B.3 Conditional Uses**

*Add the following land use to the list of Conditional Uses:*

14. Two-Family Dwelling on a corner lot of a Major Intersection.

### **10.5D.3 Conditional Uses**

*Add the following land use to the list of Conditional Uses:*

16. Two-Family Dwelling on a corner lot of a Major Intersection.

### **10.07 Conditional Uses**

*Add the following to Chapter 7 Conditional Uses:*

*Add to the index:*

Article L Two-Family Dwellings at a Major Intersection





# *Community and Economic Development*

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Davis County Administration Building - 61 S. Main Street - Farmington Utah 84025  
Telephone: (801) 451-3279- Fax: (801) 451-3281  
Barry Burton/Director

*Add Article L*

## **Article L Two-Family Dwellings at a Major Intersection**

10.7L.1 Purpose

10.7L.2 Conditions Required

### **10.7L.1 Purpose**

The purpose of this section is to establish conditions under which two-family dwellings may be allowed in single-family residential zones where, due to existing street and traffic conditions, the building of single-family homes may be less desirable.

### **10.7L.2 Conditions Required**

A conditional use for a two-family dwelling in certain single-family residential zones may be approved if the following conditions are met.

- A. The lot is adjacent to two roads that form a Major Intersection as defined in Section 10.01.100.
- B. The minimum lot size shall be the minimum lot size for a single-family residence in the same zone.
- C. Access to driveways shall be as far from the intersection as practical and driveway access points for the individual units shall be combined into one access point where practical as approved by the Planning Commission.