### SOUTH WEBER CITY PLANNING COMMISSION AGENDA

<u>PUBLIC NOTICE</u> is hereby given that the **Planning Commission of SOUTH WEBER CITY**, Utah, will meet in a **REGULAR** public meeting on **Thursday**, **July 13**, **2017**, 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:

- 6:30 P.M. Pledge of Allegiance Approval of Meeting Minutes – Commissioner Walton

  June 8, 2017
  Approval of Agenda
  Declaration of Conflict of Interest
- 6:35 P.M. Final Subdivision: application for Ray Creek Estates (11 lots) located at approx. 1350 E. Canyon Dr. (Parcel 13-011-0104), approx. 3.96 acres, by applicant Rob Edwards
- 6:50 P.M. Public Hearing on Preliminary Subdivision: application for Old Maple Farms Townhomes (87 lots) located at approx. NE corner of 475 E. and 6650 S. (Parcels 13-006-0025 and 13-006-0031) approx. 8.17 acres, by applicant Peter Matson
- 7:05 P.M. Final Subdivision: application for Old Maple Farms Townhomes Phase 1 (27 lots) located at approx. NE corner of 475 E. and 6650 S. (Parcels 13-006-0025 and 13-006-0031) approx. 2.1 acres, by applicant Peter Matson
- 7:20 P.M. Final Subdivision: application for Old Maple Farms Phase 3 (24 lots) located at approx. NE corner of 475 E. and 6650 S. (Parcels 13-006-0025) approx. 15.17 acres, by applicants Mike and Diane Ford
- 7:35 P.M. Business Use in C-H Zone (7482 S. Cornia Dr.): Winterton Automotive
- 7:40 P.M. Public Comments Please keep public comments to 3 minutes or less per person
- 7:45 P.M. Planning Commissioner Comments (Johnson, Pitts, Walton, Osborne)

7:50 P.M. Adjourn

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THE UNDERSIGNED RECORDER FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED OR POSTED TO:

CITY OFFICE BUILDING	www.southwebercity.com	THOSE LISTED ON THE AGENDA
Utah Public Notice website	TO EACH MEMBER OF THE PLANNING COMMISSION	
www.utah.gov/pmn		

DATE: July 6, 2017

#### ELYSE GREINER, RECORDER

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

\*Agenda times are flexible and may be moved in order, sequence, and time to meet the needs of the Commission\*

# SOUTH WEBER CITY PLANNING COMMISSION MEETING

#### DATE OF MEETING: 8 June 2017

#### **PRESENT: COMMISSIONERS:**

#### TIME COMMENCED: 6:32 p.m.

Tim Grubb Debi Pitts Rob Osborne Wes Johnson Taylor Walton

**CITY PLANNER:** 

**CITY ENGINEER:** 

**CITY RECORDER:** 

**CITY MANAGER:** 

**Barry Burton** 

**Brandon Jones** 

**Elyse Greiner** 

Tom Smith

**Transcriber: Minutes transcribed by Michelle Clark** 

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

PLEDGE OF ALLEGIANCE: Commissioner Grubb

**VISITORS:** Ivan Ray, Bob Edwards, Kody Holker, Chris Tremea, Brent Petersen, Lisa Porter, Orson Porter, Allison Carciche, Nicholas Carciche, Rex Feustel, Lisa Gidley, Stephen Bott, John Grubb, Kira Knight, Brad Knight, Nate Knight, Tony Tapia, and Melanie Tapia.

### **APPROVAL OF MEETING MINUTES**

• May 11, 2017

Commissioner Grubb moved to approve the meeting minutes of 11 May 2017 as written. Commissioner Walton seconded the motion. Commissioners Grubb, Johnson, Osborne, and Walton voted yes. Commissioner Pitts abstained. The motion carried.

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

**DECLARATION OF CONFLICT OF INTEREST:** Commissioner Grubb declared a conflict of interest with three items on this agenda.

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

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

**Public Hearing on Preliminary/Final Subdivision: application for Country Lane at South Weber (1 lot) located at approx. 475 E. and South Weber Dr. (Parcels 13-023-0163, 13-024-0006, & 13- 018-0066), approx. 1.44 acres, by applicant Tim Grubb:** Tim Grubb said this is a one lot subdivision. The property is currently zoned residential high. He said the plan is to place an assisted living center on the property. He said they will improve along the public streets. He said 475 East has improvements in place; however, South Weber Drive does not. He said they approached UDOT and their will be improvements to South Weber Drive. Barry said it also involves an easement for the fire truck to turn around. Tim said they will be dedicating the turn around. He said 4.5 acres is zoned RH with 1.3 acres being removed from that.

**Rex Feustel, 530 E. South Weber Drive,** wanted to know how close this will come to his property. Tim said the facility will be approximately 200 ft. from his property line.

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

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

Brandon referred to item #5 of his memo of 31 May 2017 and said as long as there is a right of way, he would propose leaving the subdivision proposed plat improvements where they are at. He would prefer shifting the parking lot, building, etc. 7 ft. so that in the future if South Weber Drive needs to be widen, then improvements wouldn't need to be taken out.

Barry discussed moving everything to the east 7 ft. Tim discussed the financial burden for them to move 7 ft. and said it would tighten things up for future expansion. He said the parking area is bigger than what is required and they could go 3 ft. He discussed the possibility of eliminating the park strip on both sides of South Weber Drive. He said by doing this, it will increase the width. He is in agreement to install the improvements as they are currently drawn. He feels what they have presented is an improvement that will last.

### Brandon Jones, City Engineer, project review dated 31 May 2017 is as follows:

He stated the Final Plat and Improvement Plans for the Country Lane at South Weber Subdivision were received, May 23, 2017. He recommends approval, subject to the following comments and items being addressed prior to final approval from the City Council.

<u>CUP</u>

1. We do not have any comments in addition to Barry Burton's review memo relative to the Conditional Use Permit (CUP).

### **GENERAL**

2. A letter from UDOT approving the proposed improvements on South Weber Drive is needed. **PLAT** 

3. The address for Lot 1 is: 6980 South 475 East.

4. The hammerhead turnaround easement that is outside the subdivision boundary will need to be recorded with a separate document.

5. In order to be consistent with recently approved subdivisions with property on South Weber Drive and cognizant of future planning, we would recommend that an additional 7' of Right-of-Way be dedicated to South Weber Drive. This equates to a 40' half-width (future 80' full

width). This will likely require the northeast property line to be expanded.

6. The current easement (recorded or prescriptive) for the Bambrough ditch should be shown and language should be added to the plat indicating that the easement will be vacated with the recordation of this plat.

7. The language in the Owner's Dedication needs some revising. Our office can provide an example.

### **IMPROVEMENT PLANS**

8. In accordance with our recommendation above (see item #4), the building and parking lot will need to be shifted northeasterly in order to accommodate a 40' half-width ROW on South Weber Drive. The curb, gutter and sidewalk on South Weber Drive will also need to widen by 7' from what is shown in order to match the ROW line.

9. It would be helpful to see the estimated layout of the future street on Sheets 5 and 6 showing the storm drain outfall in order to see where the storm drain line is in relationship to future curb and gutter.

10. The storm drain line on Sheets 5 and 6 should be labeled as private for now. As long as it is installed to City Standards, it can become public when the future road is developed.

11. All improvements on South Weber Drive need to be as approved by UDOT. Some items that might be of concern to UDOT: a. 5% cross slope b. 0.4% longitudinal slope on the curb and gutter c. 5:1 slope in the parkstrip

12. The retaining wall at the ROW line appears to be 5' - 6' tall based on the elevations. This retaining wall needs to be specifically designed and stamped by a licensed engineer.

### Barry Burton, City Planner, Project Review of May 25, 2017 is as follows:

<u>General</u>: This proposal to build 28 bed assisted living center at the corner of South Weber Drive and 475 East. The application is for a preliminary/final plat for a one-lot subdivision and for a conditional use permit for a "Group Home" in the R-H zone.

**Subdivision**: This is single lot that is 1.3 acres in size. All utilities are available to this parcel. The proposal involves the dedication of additional land for and the widening of South Weber Drive for a right turn lane. There is also an easement dedication for a fire truck turn around that is partly within the subdivision and partly outside. The portion that lies outside the subdivision will have to have the easement conveyed to the City via a separate document.

**Recommendation**: I recommend approval of the Preliminary/Final Plat with the provisions that the applicant provide separate easement document for that portion of the fire truck turn around. **Site Plan/Conditional Use**: The proposed facility consists of 28 apartments, a kitchen,

administrative office and communal living areas within the structure. It is a single structure, but in appearance from the front will look like three single family homes. There are 18 parking stalls.

Since residents of such facilities typically don't drive, this should be more than adequate for staff and visitors.

There is not an abundance of landscaping on the site and if there were something they could do to make the site look more residential in the front, it would be to have more landscaping there. They do have a rear setback that is 5' more than required. Perhaps that 5' could be utilized for some landscaping in the front.

There is a sign for the project that meets the maximum size requirement (16 S.F.), but at the time of this report we don't know where on the site it is proposed.

**<u>Recommendation</u>**: I recommend approval of the Conditional Use/Site Plan provided the sign is in an acceptable location and that the City receives the separate easement document for the fire truck turn around mentioned in the subdivision review.

Commissioner Johnson moved to approve the Preliminary/Final Subdivision application for Country Lane at South Weber (1 lot) located at approx. 475 E. and South Weber Dr. (Parcels 13-023-0163, 13-024-0006, & 13- 018-0066), approx. 1.44 acres, by applicant Tim Grubb with the exception of the 7 ft. requirement mentioned in Brandon's memo and all fees be paid to the city. Commissioner Walton seconded the motion. Commissioners Johnson, Osborne, and Walton voted yes. The motion carried.

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

## 

Public Hearing on Conditional Use Permit: application for an assisted living facility, Country Lane at South Weber, located at approx. 475 E. and South Weber Dr. (Parcels 13-023-0163, 13-024- 0006, & 13-018-0066), approx. 1.44 acres, by applicant Tim Grubb: Tim said there are a lot of options on this property, but he would like it to be hand and hand with an assisted living center. He wants something with a residential feel. He said they are trying to give the appearance of three separate residents. He said they will be adding more landscaping. He said it will be a 28-bed facility. The center building is the main entrance. He said this would be a location where existing residents can stay in the city. He said if it does well, they would like to expand. He said they want a trail type pathway to access Canyon Meadows Park.

Commissioner Osborne asked for public comment. There was none.

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

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Commissioner Osborne asked about the parking because there is no room on the street for parking. Tim said they have more than doubled the amount of parking required for this type of facility.

**Brent Petersen, 6810 S. 475 E.,** said they have visited these types of facilities and noticed that there were four vehicles for a 30-bed facility. Tim said the employee count is typically two to four.

Barry Burton, City Planner, said this is a needed facility not only in this city but everywhere. He complimented Tim and his people on the design. He feels the developer is trying to accommodate the landscape recommendations. He said the city ordinance does not allow private signs on public property. He said there is an option for the city to vacate the property for the sign or going through the appeal authority and get a variance. Tim said regardless of whether or not the property is vacated, they will maintain the corner. He then decided they will move the sign onto their property. Commissioner Walton discussed possible noise from Hill Air Force Base.

Commissioner Johnson moved to approve the Conditional Use Permit: application for an assisted living facility, Country Lane at South Weber, located at approx. 475 E. and South Weber Dr. (Parcels 13-023-0163, 13-024- 0006, & 13-018-0066), approx. 1.44 acres, by applicant Tim Grubb subject to the following:

- 1. Approval of the subdivision
- 2. No signage on public property.

Commissioner Walton seconded the motion. Commissioners Johnson, Osborne, and Walton voted yes. The motion carried.

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

Public Hearing on Preliminary/Final Subdivision: application for Ray Creek Estates (11 lots) located at approx. 1350 E. Canyon Dr. (Parcel 13-011-0104), approx. 3.96 acres, by applicant Rob Edwards: Steven Bott, engineer for this project, approached the Planning Commission.

**Orson Porter, 7228 S. 1300 E.,** read a statement concerning his home and various homes in Cottonwood Cove Subdivision. He said as a homeowner adjacent to the proposed Ray Creek Estates development, he would like to provide insight to help the Planning Commission and City Council make an informed decision before approving plans, as well as to provide a public record that may assist potential builders and homebuyers consider costs and future risk. He said there has been a water main breaking due to sinking, sprinkler systems breaking, basement flooding, landscaping sinking, entire driveways and patios being pulled up, cracked and sunken patios, walkways, landscape edging etc., cracked stucco etc. He feels future homeowners need to be made aware of potential concerns with surrounding property.

Nicholas Cariche, 7212 S. 1300 E., said they have had issues with their house settling as well. He is concerned about drainage from this new subdivision. Mr. Bott said they have a drainage plan. Mr. Porter said there is standing water.

Kody Holker, 11148 Zealand Ave, Champion MN, said he is the property owner. He said they will be bonded. He said some of the concerns are premature with this application.

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 \*\*\*\*\*\*\*\*\*

Brandon said he wasn't aware of homes settling in the Cottonwood Cove Subdivision. He said he relies on the geotechnical report and the developer being compliant to that report. Barry said the geotech report does reference the type of soils. Commissioner Johnson discussed the location of where the soil sample was taken. He would recommend getting a new geotech report to see what is going on. Brandon recommended getting the geotech involved and look at some of these items that have been brought up tonight. Barry said the proposal tonight is for preliminary and final. He said we can look at going with preliminary and holding off on final.

Commissioner Grubb questioned the layout of Lot 5. Brandon said the right of way is slightly off set. Barry said this is a trail access to the Weber River. Commissioner Grubb asked about the requirement for a concrete wall along Interstate 84. Barry said that is a requirement. It was stated that the motion can include the requirement that the concrete wall match the existing concrete wall in Cottonwood Cove Subdivision.

Brandon referenced item #13 in his memo of 31 May 2017 concerning upsizing of the sewer main. Commissioner Grubb asked about item #1 of Brandon's memo. Rob Edwards explained the plan for the water and said they are working with South Weber Water Improvement District. Commissioner Grubb said this needs to be resolved before the subdivision can move forward.

**Ivan Ray, 7268 S. 1600 E.,** discussed the existing lines that may help. Commissioner Osborne doesn't feel this is ready to go to the City Council. He is concerned about the secondary water concerns as well as getting the information from the geotech.

#### Brandon Jones, City Engineer, project review of 31 May 2017 is as follows:

Our office has completed a review of the Final Plat and Improvement Plans for the Ray Creek Estates subdivision received, May 23, 2017. We recommend approval, subject to the following comments and items being addressed prior to final approval from the City Council:

#### **GENERAL**

1. It is our understanding that there is some disagreement between the developer and the South Weber Water Improvement District on the infrastructure required for the development. This needs to be resolved and a Plan Review Approval Letter from the SWWID needs to be obtained and submitted to the City.

2. A simple cost-share agreement is needed in order to address the City's participation in upsizing the sewer main from 15" RCP to 18" RCP (see item #13).

### **PLAT**

3. Addresses for the lots need to be added and will be provided by our office.

4. The Rocky Mountain Power and South Weber Irrigation Company easements along the north side of Lots 1-5 need to be depicted and noted accordingly.

5. The street lights should be taken off the plat.

6. The signature blocks for the South Weber Irrigation Company and the South Weber Water Improvement District need to be verified that the correct language is associated with the correct Company/District.

7. The canal easement referenced needs to be shown on the plat and labeled something like this, "South Weber Irrigation Company canal easement – any part or portion located within the subdivision boundary to be vacated with the recordation of this plat." 8. The existing sewer easement should be shown with a note indicating that the easement will be vacated with the recordation of this plat.

### **IMPROVEMENT PLANS**

9. The water service to Lot  $\overline{7}$  needs to come from the line in 1375 East (not along Lot 6). 10. The waterline needs to be replaced all the way to the tee in the Canyon Dr. / 1375 East intersection, and a new valve installed on the west leg of the tee.

11. The water and irrigation mains need to be added to the profiles in order avoid conflicts. If a loop is needed, it should be called out.

12. The inlet box at the corner of Lot 8 needs to be located at the end of the radius on the upstream side of the ADA ramp (where it was shown in the Sketch Plan drawing).

13. As mentioned in the Sketch Plan meeting, the City would like to participate in upsizing the relocated sewer main to 18" PVC. The grade of the pipe is critical as additional piping both upstream and downstream will be needed in order to accommodate all future flows. We have surveyed the entire alignment that needs upsizing and would like to work with the developer's engineer on the vertical design of this section of relocated sewer.

14. The existing street light in front of Lot 6 on 1375 East needs to be relocated to the intersection of Canyon Drive and 1375 East, or a new street installed at that intersection. 15. There is a new street light shown at the corner of Lot 8 by the fire hydrant. This is a good location. There is also a new street light shown between Lots 2 and 3. This street light is not needed.

### Barry Burton, City Planner's, project review of Ray Creek Estates of 26 May 2017 is as follows:

### General:

This proposal for preliminary/final approval of an 11 lot subdivision. The subdivision incorporates a section of Canyon Drive that will close the gap between 1375 East and the Cottonwood Cove Subdivision.

**Layout**: The layout of this development look okay; the lots meet minimum area and width requirements and the development meets the maximum density restriction of the R-M zone. There is a 32' gas line easement running through the property, but it is mostly contained within the road right-of-way and does not impact the buildability of the lots. Five of the lots back onto the I-84 right-of-way. Cottonwood Cove developers were required to install a precast concrete

wall along this property line. I have not seen construction drawings, but I know the City Engineer has, so I will let him address any issues he may find there.

<u>Geotechnical Study/Title Report</u>: Neither the geotech study nor the title report produced any red flags.

<u>Plat</u>: Addresses need to be added to the lots and those will be provided by the City Engineer. <u>Recommendation</u>: I recommend approval of the Preliminary/final Plat with the provision that the developers be required to install a minimum 6' high masonry/sound wall along the I-84 right-of-way property line. This is providing there are no other issues with the construction drawings.

Commissioner Grubb moved to recommend approval of the Preliminary and not the Final Subdivision: application for Ray Creek Estates (11 lots) located at approx. 1350 E. Canyon Dr. (Parcel 13-011-0104), approx. 3.96 acres, by applicant Rob Edwards.

- 1. Conditions completed in Barry Burton's memo of 26 May 2017.
- 2. Conditions completed in Brandon Jones memo of 31 May 2017.
- **3.** Review geotechnical report from Cottonwood Cove Subdivision as it relates to geotechnical report from Ray Creek.
- 4. Concrete wall to match Cottonwood Cove Subdivision
- 5. Response from South Weber Improvement District meeting.
- 6. City Engineer consider Commission Johnson's comments concerning more testing on the south side with the geotechnical report.

Commissioner Walton seconded the motion. Commissioners Grubb, Osborne, and Walton voted yes. Commissioner Johnson voted no. The motion carried 4 to 1.

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

**Public Hearing on Conditional Use Permit: application for a temporary business, Olympus Fireworks, located at approx. 2539 E. South Weber Dr. (Parcel 13-306-0202), approx. 1 acres, by applicant Brad Knight:** Mr. Knight said he is applying for a temporary business license for a firework stand. He said Maverik has allowed them to use their restrooms of which he has a letter from them.

Commissioner Osborne 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, Osborne, Pitts, and Walton voted yes. The motion carried.

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Captain Chris Tremea, South Weber City Fire Department, discussed improvements that need to be made to the property where a 25ft. perimeter outside of the tent area needs to be weed free and maintained. Also, there is a signage requirement. Mr. Knight said they will clear the entire

lot and add road base and gravel. Chris recommended the road base instead of gravel. He said there will be several inspections to make sure there is conformity. He recommended because South Weber is very windy, make sure the tent is secure. Chris said the tent needs to be 50 ft. away from the gas tanks at Maverik. Mr. Knight said their hours of operation will be 10:00 a.m. to 10:00 p.m. He said it is required that someone is on site twenty-four/seven. Commissioner Osborne suggested Mr. Knight meet with Highmark Charter School concerning access. Elyse said South Weber City does have a firework restriction area in the city and asked Mr. Knight if they will display that map for those purchasing fireworks.

Commissioner Grubb moved to approve the Conditional Use Permit: application for a temporary business, Olympus Fireworks, located at approx. 2539 E. South Weber Dr. (Parcel 13-306-0202), approx. 1 acres, by applicant Brad Knight subject to fire code and state fire code requirements. Commissioner Pitts seconded the motion. Commissioners Grubb, Johnson, Osborne, and Walton voted yes. The motion carried.

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

**Public Hearing on City Owned Property: Donation Agreement Amendment for Parcels 13-023-0162 and 13-018-00:** Tom Smith, City Manager, said the city received property from Iris Petersen for the use of a cemetery, park, or recreational site. He said this is in the area of Canyon Meadows Subdivision. He said associated with the deed was a land use agreement. He said the agent (Tim Grubb) is asking the city release part of the land back to the Petersens. Tom said the city is asking this portion of property be fenced off. He explained that one of the parcels has been requested by an individual to use it for their horses. The agreement does have terms. Commissioner Osborne asked if the Petersen family is okay with the use of the property. Tim Grubb said these parcels were donated to the city with certain restrictions on those parcels. He then discussed the boundary line that they would like to clear up. Tom discussed amending the warranty deed's legal description. He said the city does have a letter from the trust concerning their requests. Tim said they would like the individual who wants to use the property for her horses to keep the horses away from the existing barn.

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

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

Commissioner Pitts is concerned about not allowing others to have the opportunity to use the city property. Barry discussed the city being under obligation to get value for property, but negotiations can be made without putting a property out to bid.

Commissioner Osborne moved to recommend to the City Council to amend the agreement between South Weber City and Petersen Family Trust specifically to the uses for the property of monetary gain and to include the sale of the property on the south (Parcel 13018-0048). Also, the portion of the parcel of the general land use plan that is zoned residential moderate will be used as a private garden and go back to the Petersen Family Trust. Commissioner Johnson seconded the motion. Commissioners Johnson, Osborne, and Walton voted yes. The motion carried.

#### **PUBLIC COMMENTS:**

**Proposed Street Vacation on portion of 7400 S. (between 1550 E. and 1740 E.):** Brandon Jones, City Engineer, reviewed the map. He said the city is proposing to release the prescriptive right of way from 1550 East to South Weber Drive except for parcel C. The city will continue to own parcel B. Parcel A will be vacated to J. Harold Ray.

Commissioner Johnson moved to recommend approval of the proposed street vacation on a portion of 7400 South (between 1550 E. and 1740 E.) as per Brandon Jones diagram. The adjacent property owner will have access to parcel C. Commissioner Grubb seconded the motion. Commissioners Grubb, Johnson, Osborne, Pitts, and Walton voted yes. The motion carried.

#### **COMMISSIONER ITEMS:**

**Commissioner Grubb:** He asked if Old Fort Road discussions need to be put on a future agenda. Commissioner Osborne said Commissioner Pitts and Johnson will serve on the committee from the Planning Commission. Brandon Jones, Barry Burton, and Tom Smith will serve on the committee as well to discuss the alignment of Old Fort Road (as discussed in work meeting).

**Commissioner Pitts:** She said in regards to the city owned property she was contacted by a council member in regards to one of their friends using the property for her horses. She thanked the residents from Cottonwood Cove Subdivision for making the Planning Commission aware of issues going on in their subdivision.

**ADJOURNED:** Commissioner Grubb moved to adjourn the Planning Commission meeting at 8:47 p.m. Commissioner Johnson seconded the motion. Commissioners Pitts, Grubb, Johnson, Walton, and Osborne voted yes. The motion carried.

APPROVI		Date
	Chairperson: Rob Osborne	
~		
	Transcriber: Michelle Clark	

Attest: City Recorder: Elyse Greiner

## SOUTH WEBER CITY PLANNING COMMISSION MEETING WORK MEETING

#### **DATE OF MEETING: 8 June 2017**

#### **PRESENT: COMMISSIONERS:**

#### TIME COMMENCED: 5:32 p.m.

Tim Grubb Debi Pitts Rob Osborne Wes Johnson Taylor Walton

**CITY ENGINEER:** 

**CITY PLANNER:** 

**CITY RECORDER:** 

**CITY MANAGER:** 

**Brandon Jones** 

**Barry Burton** 

**Elyse Greiner** 

**Tom Smith** 

#### **Transcriber: Minutes transcribed by Michelle Clark**

**ATTENDEES:** Chris Tremea

**Old Fort Road Discussion:** Brandon Jones, City Engineer, reviewed the Old Fort Road cross sections which would go from a two-lane road to a three-lane road. He briefly discussed the previous history with Riverside Place Subdivision. He reviewed the different options for the intersection including the sweeping tee, temporary sweeping tee, roundabout option, and 4-way intersection. He said there are bigger property impacts to existing homeowners with the possibility of the city purchasing a home for the 4-way intersection. Brandon said there is a possibility of the Cook's property subdividing in the near future. He then asked the Planning Commission if they are still in favor of the option that was chosen for the general plan or are they interested in amending the general plan. The Planning Commission discussed which option affects the homeowners most. Discussion took place regarding option 2 (sweeping tee with free right-hand turn intersection) and the difficulty for existing homes and their driveways. Commissioner Osborne said it concerns him to have a collector road end and not connect to South Weber Drive. Barry discussed looking into the future and the opportunity for commercial development. Commissioner Osborne suggested looking at a portion of the Cook property, Watt property, etc. to be commercial. Commissioner Pitt is concerned about commercial in that area because it has been difficult to get commercial in the east end of the city. Tom Smith, City Manager, discussed the advantages to high density. Barry said the build out population of South Weber City at 14,000 will not draw large commercial. Tom said we need a concept or recommendation from the Planning Commission and review it with the City Council and then take it to a committee. Brandon said the city is in need of a Capital Facilities Plan in which a transportation consultant will be involved. He suggested having that consultant make a professional recommendation to the city concerning the road. Commissioner Johnson reviewed the plan for trails along this area. Commissioner Osborne recommended to the City Council that

#### South Weber City Planning Commission Work Meeting 8 June 2017 Page 2 of 2

an Old Fort Road Committee consisting of two Planning Commission members and two City Council members, Brandon Jones, Barry Burton, Tom Smith, and a consultant, review the various options.

Public Hearing on Preliminary/Final Subdivision: application for Country Lane at South Weber (1 lot) located at approx. 475 E. and South Weber Dr. (Parcels 13-023-0163, 13-024-0006, & 13- 018-0066), approx. 1.44 acres, by applicant Tim Grubb: (No discussion on this item)

Public Hearing on Conditional Use Permit: application for an assisted living facility, Country Lane at South Weber, located at approx. 475 E. and South Weber Dr. (Parcels 13-023-0163, 13-024- 0006, & 13-018-0066), approx. 1.44 acres, by applicant Tim Grubb: (No discussion on this item)

Public Hearing on Preliminary/Final Subdivision: application for Ray Creek Estates (11 lots) located at approx. 1350 E. Canyon Dr. (Parcel 13-011-0104), approx. 3.96 acres, by applicant Rob Edwards: (No discussion on this item)

Public Hearing on Conditional Use Permit: application for a temporary business, Olympus Fireworks, located at approx. 2539 E. South Weber Dr. (Parcel 13-306-0202), approx. 1 acres, by applicant Brad Knight: (No discussion on this item)

Public Hearing on City Owned Property: Donation Agreement Amendment for Parcels 13-023- 0162 and 13-018-00: (No discussion on this item)

**Proposed Street Vacation on portion of 7400 S. (between 1550 E. and 1740 E.): (No discussion on this item)** 

ADJOURNED: 6:00 p.m.

Attest:

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AP	PR	V H.I	
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Date

Chairperson: Rob Osborne

Transcriber: Michelle Clark

City Recorder: Elyse Greiner

#### PUBLIC HEARING NOTICE

Notice is hereby given that on Thursday, July 13, 2017, at approx. 6:30 p.m., in the South Weber City Council Chambers, 1600 E. South Weber Dr., South Weber, Davis County, Utah, the following public hearing will be held before the Planning Commission:

(1) A preliminary subdivision application for Old Maple Farms Townhomes (87 lots) located at approx. NE corner of 475 E. and 6650 S. (Parcels 13-006-0025, 13-006-0031), approx. 8.17 acres, by applicant Peter Matson.

A copy of the associated information for the hearing is on file for review at the South Weber City Office. The public is invited to attend the hearing and make comments. In compliance with the Americans with Disabilities Act, individuals needing special accommodation during the public hearing should notify the City Recorder at 801-479-3177 two days prior to the meeting date.



### **MEMORANDUM**

TO: South Weber City Planning Commission

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

nomm

- CC: Barry Burton South Weber City Planner Mark B. Larsen – South Weber City Public Works Director Elyse Greiner – South Weber City Recorder
- RE: RAY CREEK ESTATES Final Review

Date: June 27, 2017

Our office has completed a review of the Final Plat and Improvement Plans for the Ray Creek Estates subdivision received, June 27, 2017. <u>We recommend approval</u>, and offer the following comments for your information.

### **GENERAL**

- 1. South Weber Water Improvement District has issued an approval letter, dated June 16, 2017. No additional documentation is needed.
- 2. According to the Sewer Capital Facilities Plan that our office has just completed, the sewer through this section of Canyon Drive needs to be upsized from a 15" to an 18". The City is responsible for the upsize cost. An Agreement and related exhibits have been prepared and are attached. The funds should come from sewer impact fees. The amount the City owes to the developer for the requested upsizing is \$14,311.00.

### **PLAT**

3. I-84 should be labeled.

### **IMPROVEMENT PLANS**

- All previous comments have been addressed. No additional comments.



**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

#### PROJECT REVIEW RAY CREEK ESTATES FINAL PLAT By Barry Burton

July 6, 2017

#### General:

This is a proposal for final approval of an 11 lot subdivision. The proposal meets all zoning requirements and is ready for approval.

#### Plat:

Addresses need to be added to the lots and those will be provided by the City Engineer.

#### **Recommendation:**

I recommend the Planning Commission recommend approval of the Final Plat to the City Council once addresses are added to the plat.

#### For Office Use Only

Fees received by: OS Date of submittal: 5/23/17Amount Paid: 100 Receipt #: 13-083884

Initial Review, all of the required supporting materials have been provided:

PC/CC Meeting Date: \_\_\_\_

## **Final Plan Application**

Project/Subdivision Name: <u>Ray Creek</u> Estates
Approx. Location: 1350 East Canyon Drive
Parcel Number(s): <u>13-011-0104</u> Total Acres: <u>3,96</u>
Current Zone: <u><i>R</i>-M</u>
Surrounding Land Uses: Residential
Number of Lots: // # Lots Per Acre: 2,78
Phase: _ of _ PUD: Yes No

## **Contact Information**

#### **Developer or Agent**

Name:	Rob	Edi	Wards
Compa	ny Name	e: Ray	creek Development LLC
Addres	s: <u>   48</u>	Zeh	land Ave. N.
City/Sta	ate/Żip:	Cham	plain MN 55316
Phone:	A01-55	8-474	Fax:
Email:	robwe	dwar	ds Egmail.com

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

<u>x</u>Email \_\_\_Phone \_\_\_ Fax \_\_\_Mail

#### Surveyor

#### Check here if same as Engineer

Fax:	····
	Fax:

#### **Developer's Engineer**

South webe

Name: <u>Stephen Bott</u> Company: <u>Pinnacle Engineer Ing Eland Surveying</u>, Inc, License #: <u>343593</u> Address: 327 West Gordon Ave, #3 City/State/Zip: <u>Layton</u>, <u>UT 84041</u> Phone: <u>801-773-1910</u> Fax: <u>801-719-6738</u> Email: sbott OpInnacle-eng-svy. com

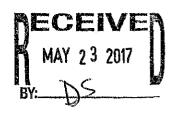
**Best Way/Preferred Method of Contact:** 

<u>X</u>Email \_\_Phone \_\_Fax \_\_Mail

#### **Property Owner(s)**

#### □ Check here if same as Developer

Name:		
Address:		
City/State/Zip:		•
Phone:	Fax:	
Email:	· · · · · · · · · · · · · · · · · · ·	



# **Final Plan Requirements**

- Complete all conditions/requirements set by the Planning Commission at Preliminary Approval
- □ Finalized Draft of Covenants, Conditions, and Restrictions (if applicable) N/A
- Finalized Storm Drain Calculations
- □ Any applicable agreements finalized, signed, and proof of recording with county provided (agreements with South Weber City must be finalized and remain unsigned)
- Finalized set of certified, stamped construction drawings and specifications as prepared by a licensed civil engineer\*\*

\*\*One full sized (24" x 36"), one reduced (11" x 17"), and one electronic PDF form shall be submitted of the following (the north area to point up or to the left):

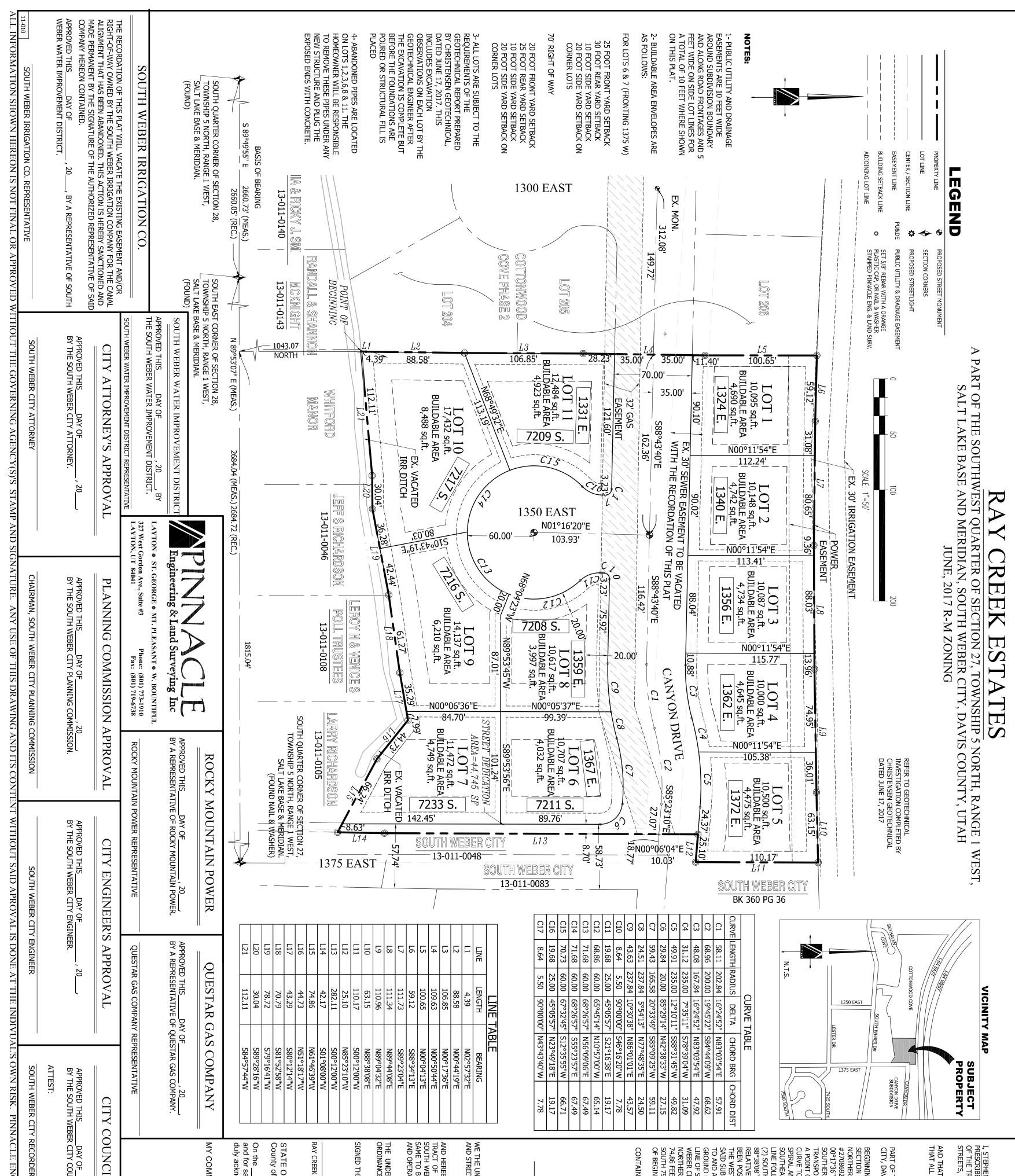
Format of Final Plat for Recording Required by the County

\*All plans must be prepared and stamped by a licensed and/or certified professionals including, but not limited to, architects, landscape architects, land planners, engineers, surveyors, transportation engineers or other professionals as deemed necessary by the City Planner.

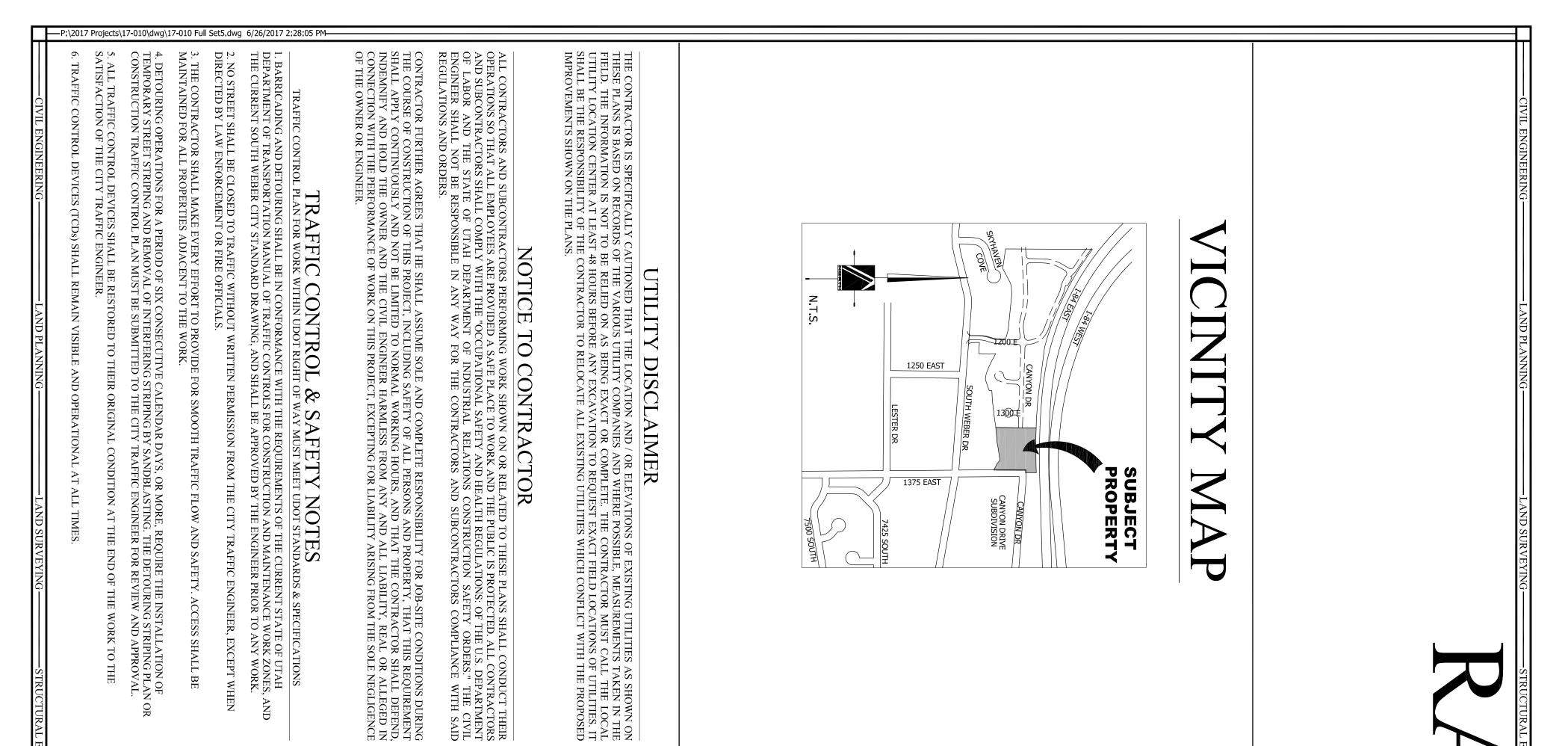
## **Applicant Certification**

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete, and accurate to the best of my knowledge. 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. Should any of the information or representations submitted in connection with this application 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 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.

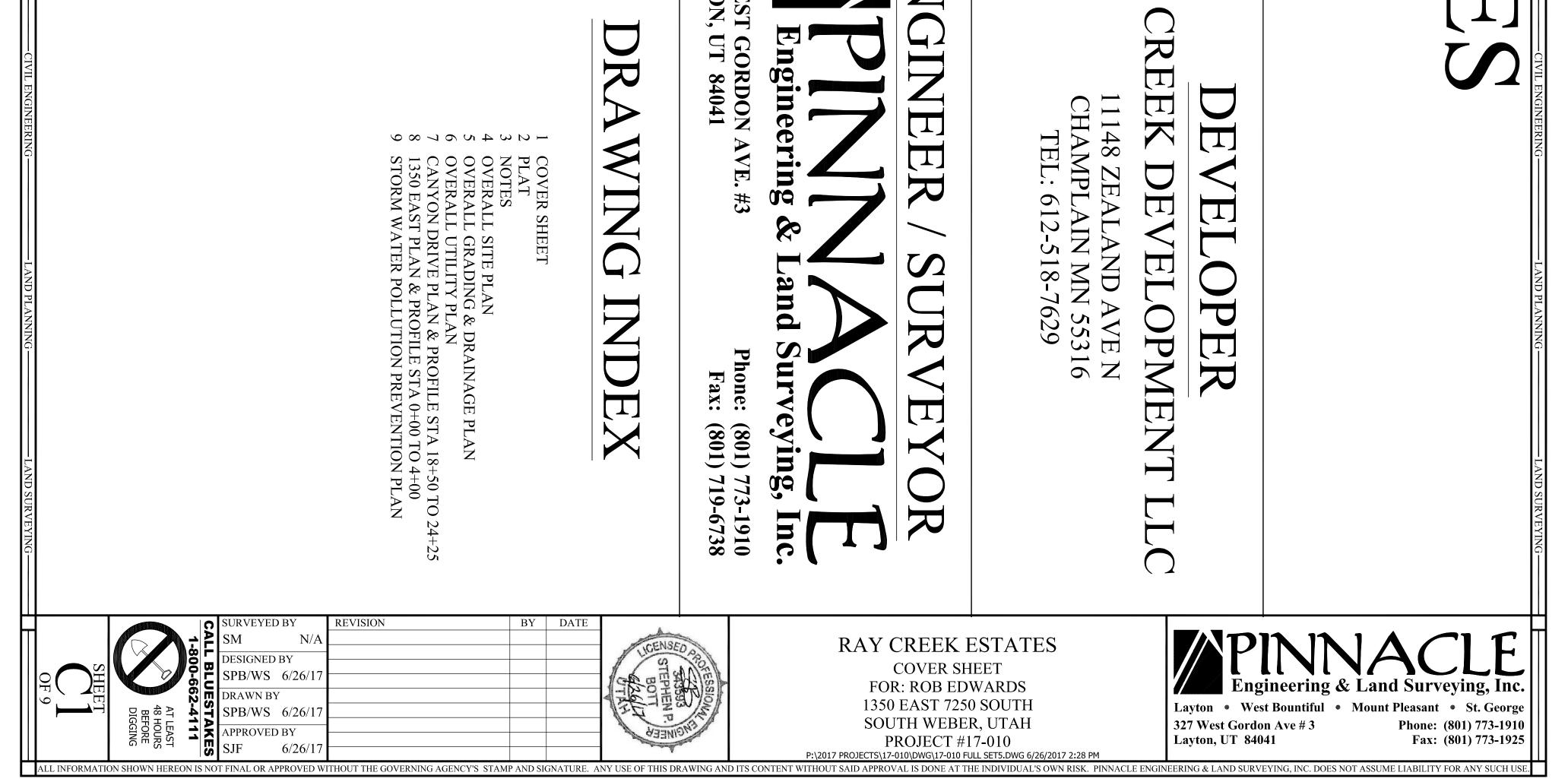
Applicant's Signature: 248444 Property Owner's Signature: 2446 Date: <u>5-18-2017</u> Date: <u>5-18-2017</u>

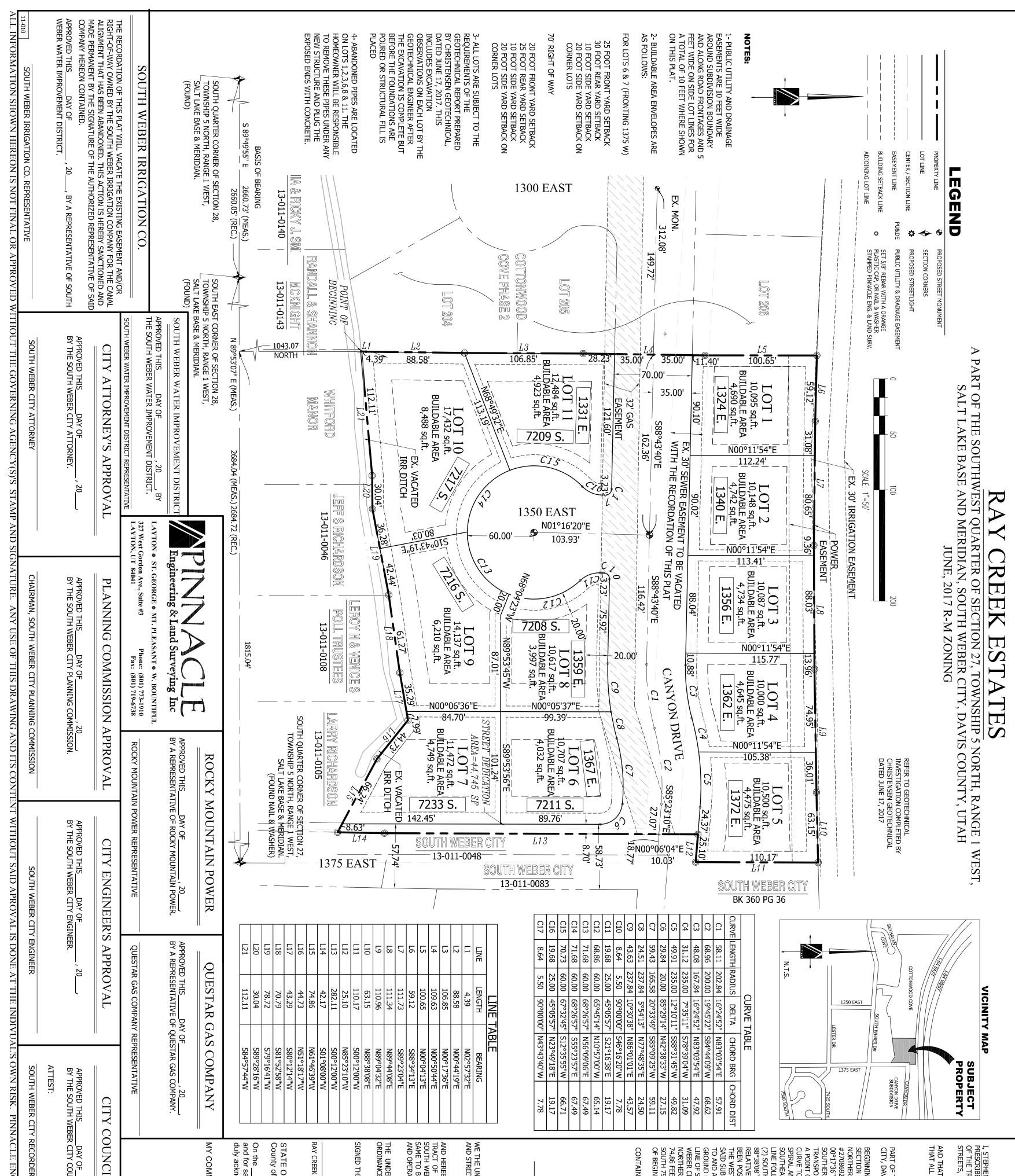


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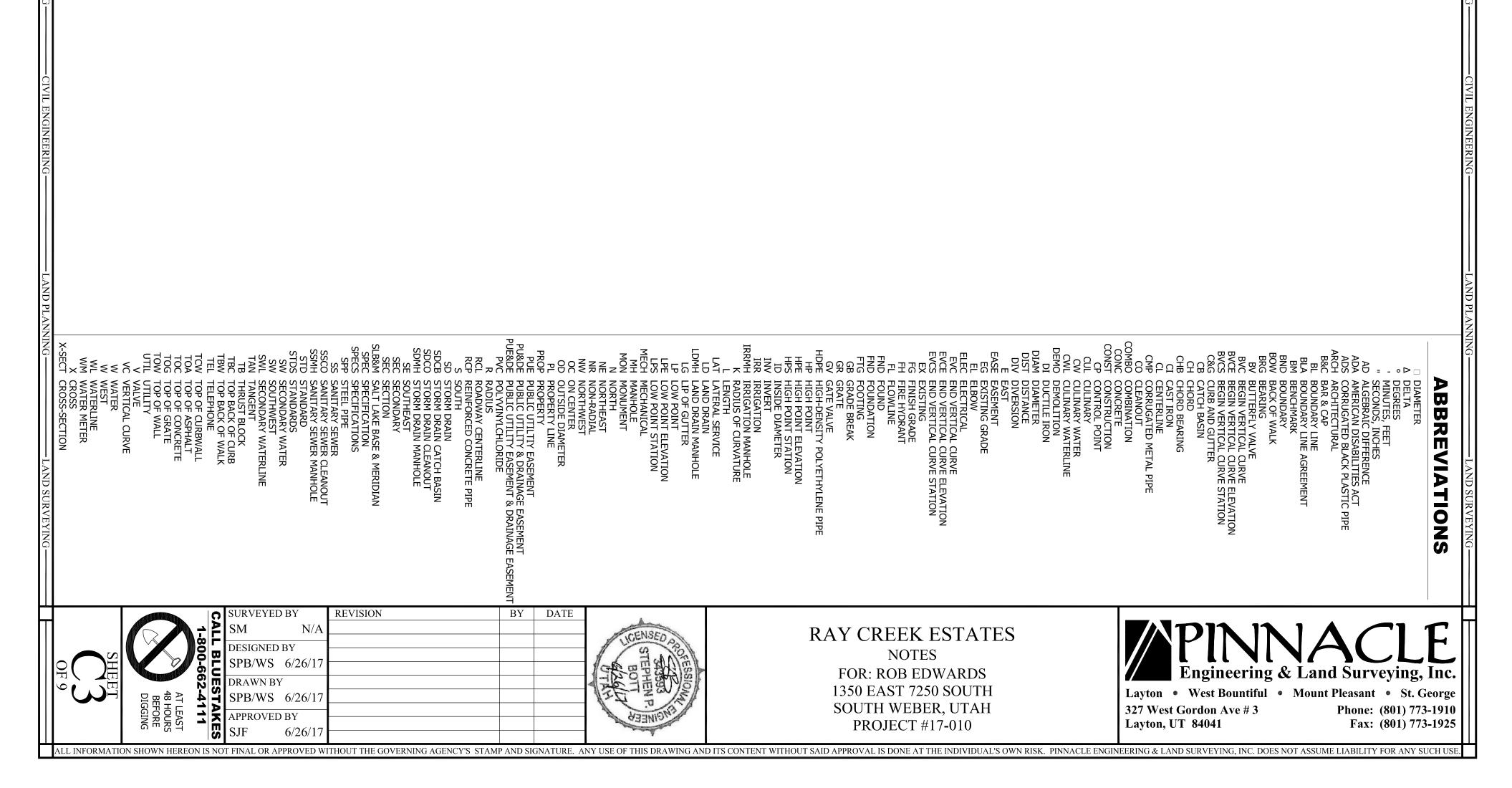


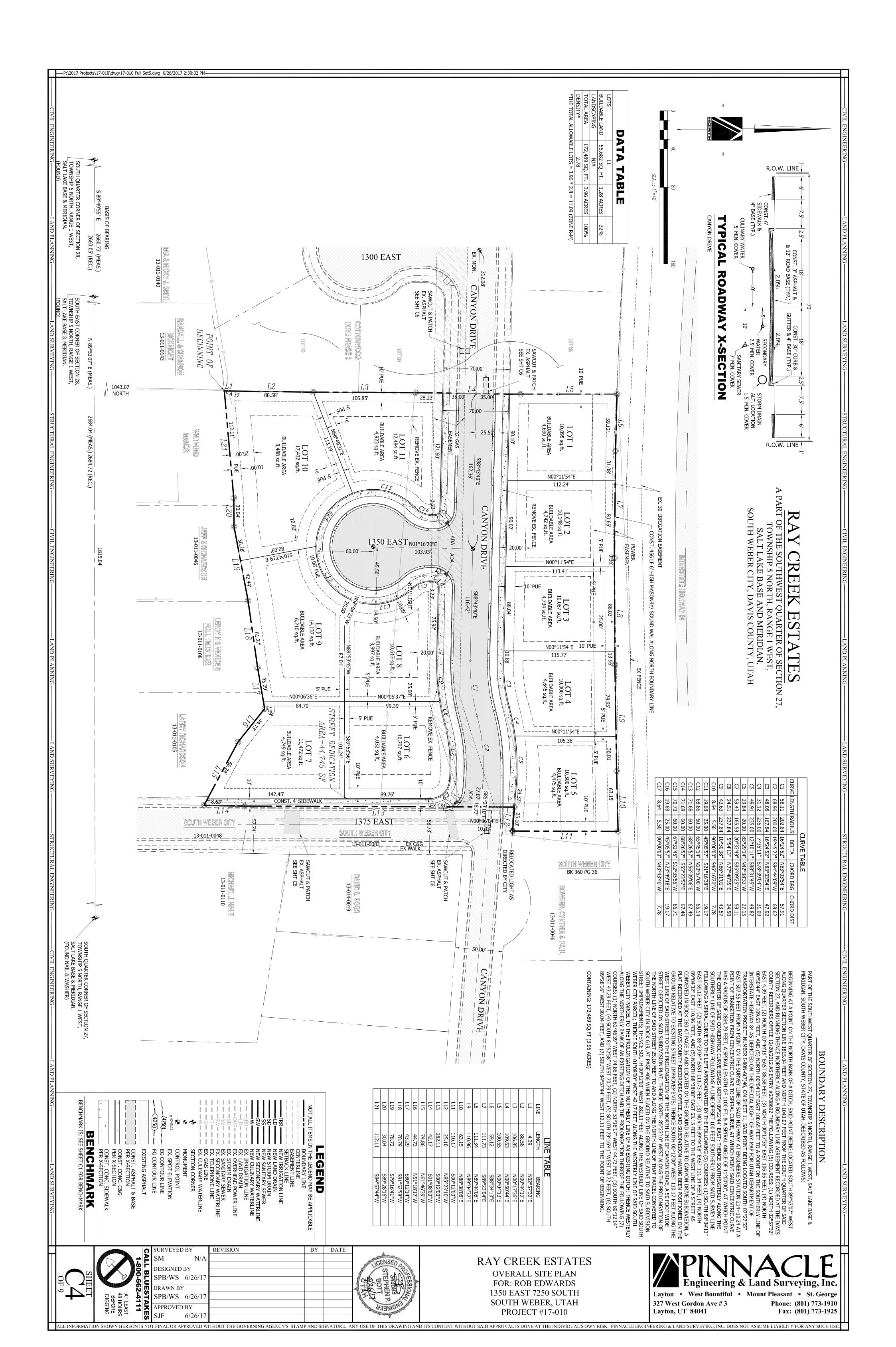


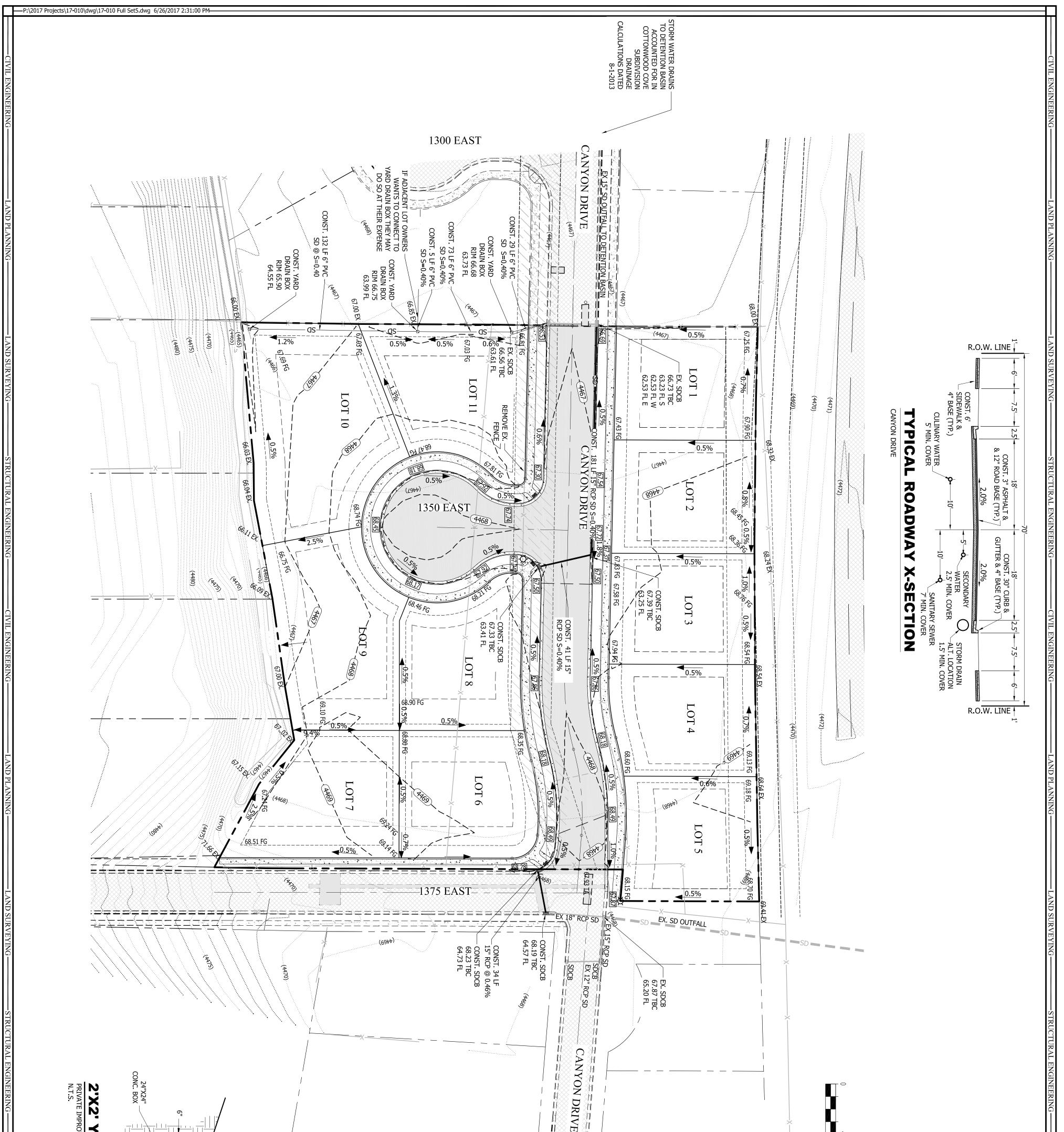
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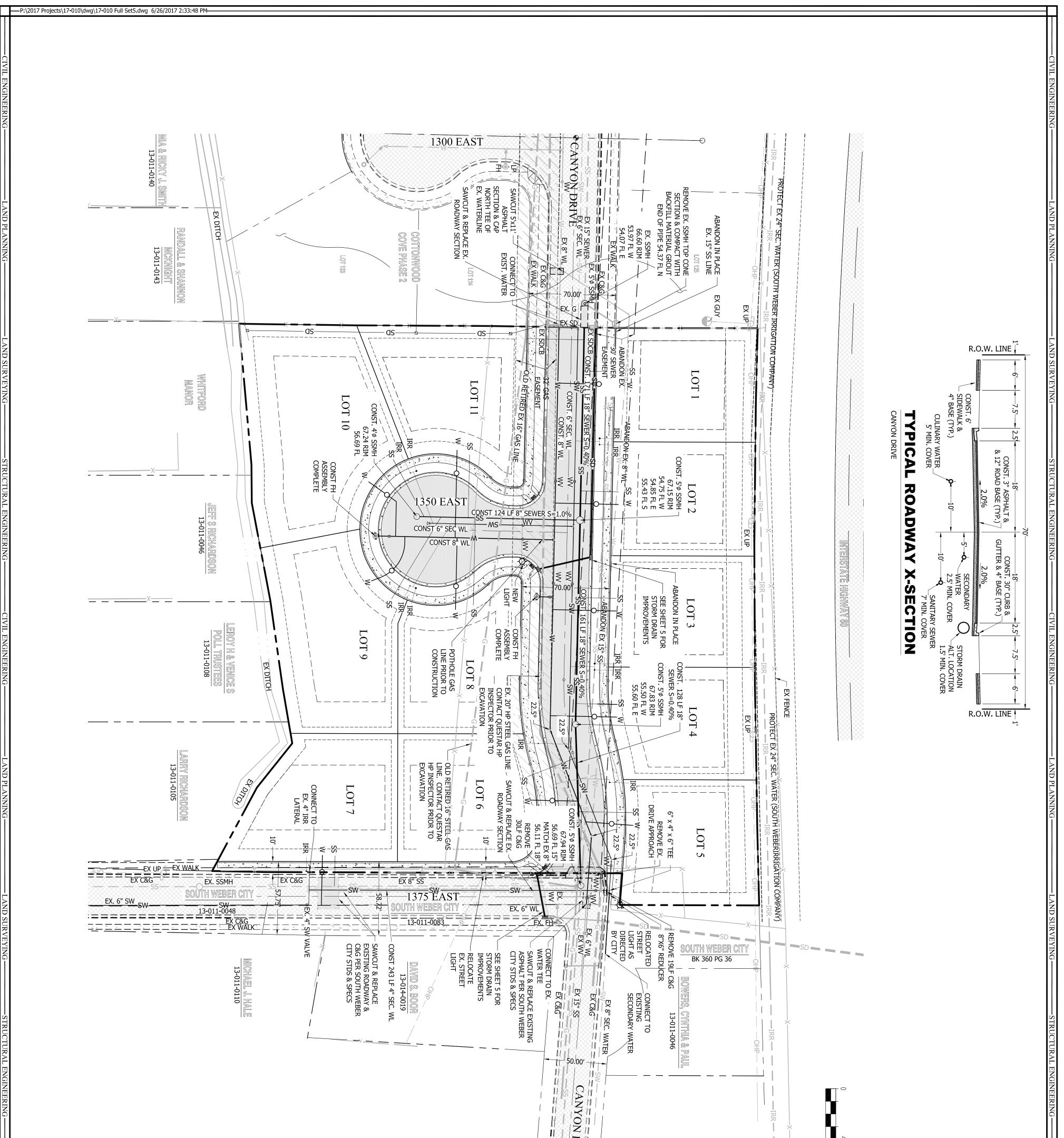
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NEERING ————————————————————————————————————						10. NO CHANGE IN DESIGN LOCATION OR GRADE WILL B CONTRACTOR WITHOUT THE WRITTEN APPROVAL O ENGINEER.	9. STRIPING WILL BE PER THE PLANS AND/OR AS DIRECTED REPRESENTATIVE. STRIPING TO INCLUDE HANDICAP IN CROSS-HATCHING, DIRECTION ARROWS, ETC. AS DIRECTED.		<ol> <li>ALL EXISTING ASPHALT WILL BE SAW CUT IN NEAT STE THE CONTRACTOR PRIOR TO EXCAVATION.</li> </ol>	CONTR SURFA(	<ol> <li>CONCRETE WATERWAYS, CURB WALLS, MOW STRIPS, CU ETC., WILL TYPICALLY BE SCORED (1/2 THE DEPTH) AT TO EXCEED 10 FEET, AND HAVE FULL DEPTH EXPANSION EQUAL SPACING NOT TO EXCEED 40 FEET.</li> </ol>	4. FULL DEFINE EXPANSION JUINTS WILL BE PLACED AGAINST ANY OBJECT DEEMED TO BE FIXED, CHANGES IN DIRECTION, AND AT EQUAL INTERVALS NOT TO EXCEED 50 FEET. SLABS-ON-GRADE WILL BE TYPICALLY SCORED (1/2 THE DEPTH) AT INTERVALS NOT TO EXCEED THEIR WIDTH OR 12 TIMES THEIR DEPTH, WHICHEVER IS LESS. SCORING WILL BE PLACED TO PREVENT RANDOM CRACKING.	3. ALL NEW VALVES, MANHOLES, ETC. SHALL BE INSTALLED , BELOW FINISH GRADE & RAISED TO GRADE AS REQ MINIMUM 6" CONCRETE RING.	2. ALL EXISTING MANHOLES, WATER VALVES, CLEAN OUTS, RAISED OR LOWERED TO GRADE.	1. ALL DIMENSIONS, AND GRADES SHOWN ON THE PLANS SHALL BE VERTIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST, PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.	SITE WORK OUTSIDE OF THE PUBLICLY OWNED RIGHT OF WAY CONFORM WITH THE NOTES AND DETAILS SHOWN ON THIS SET OF CONTRACTOR IS TO NOTIFY THE OWNER AND PINNACLE ENGINEERING TO BEGINNING SAID WORK.	CONTRACTOR SHALL OBTAIN A COPY OF, AND STRICTLY, CURRENT SOUTH WEBER CITY PUBLIC WORKS ST SPECIFICATIONS. CONTRACTOR IS TO OBTAIN ANY REQUIR NOTIFY THE STREET OWNER AND PINNACLE ENGINEEF BEGINNING ANY WORK WITHIN SAID STREET.	ABOVE-GROUND IMPROVEMENTS
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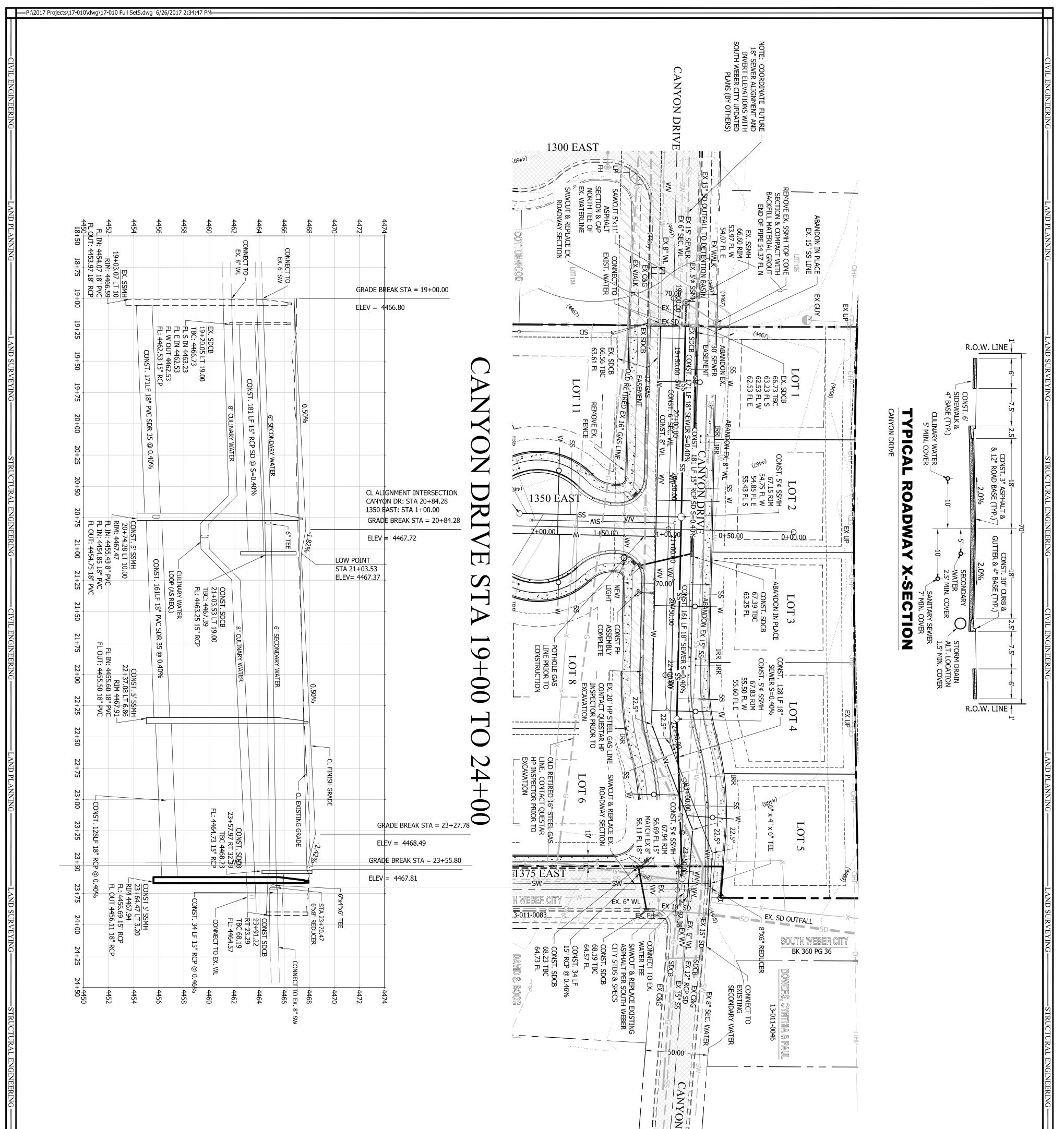




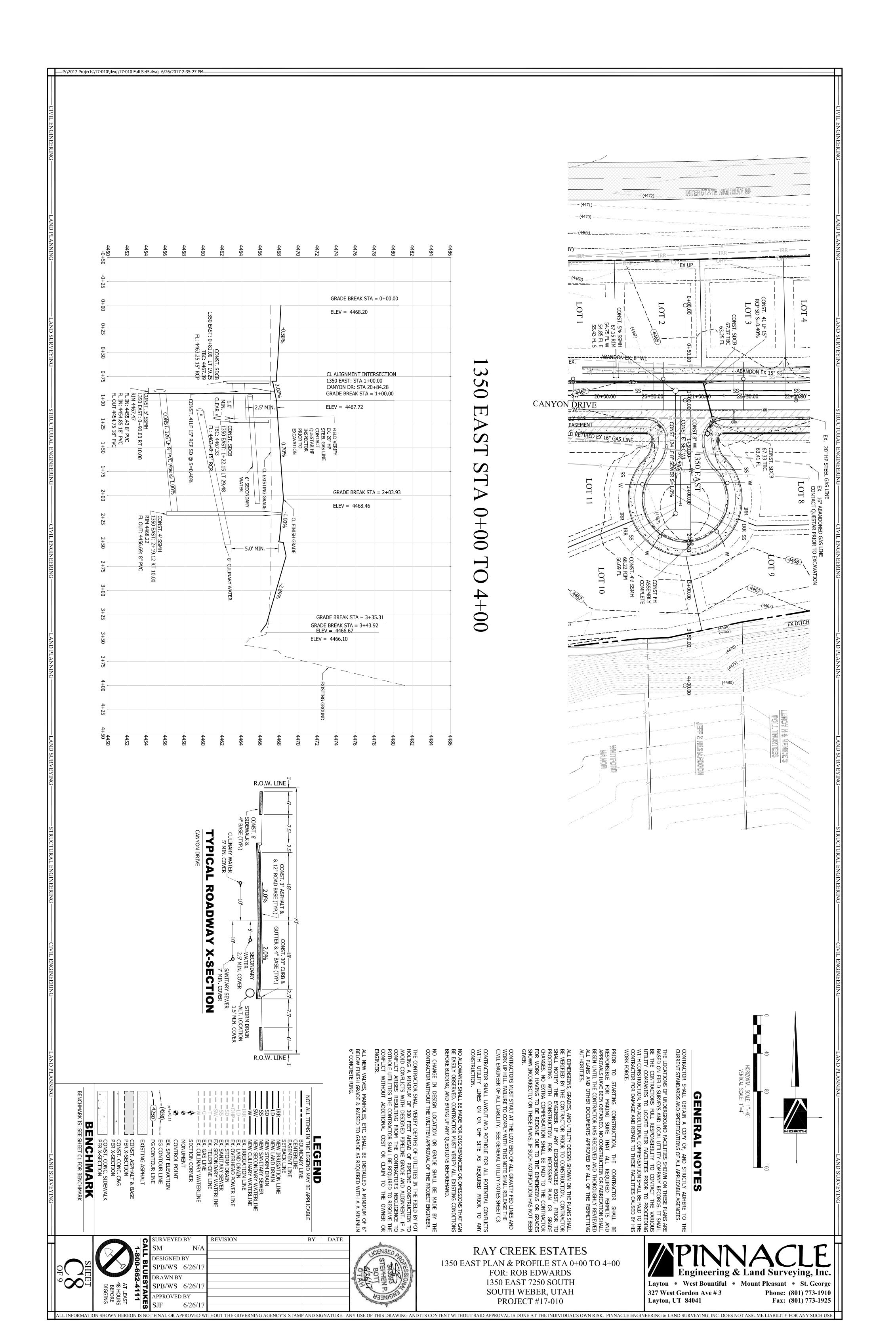
GALV. STEEL GRATE (2" MAX. HOLE SIZE) BOX & GRATE TO BE PEDESTRIAN SAFE		SCALE: 1"=40"
Indiana       Indiana       Indiana         Image: Strand S	<ul> <li>PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.</li> <li>ALL DIMENSIONS, GRADES, AND UTILITY DESIGN SHOWN ON THE PLANS SHALL BE VERLIFLED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIT, PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADES SHOWN INCORRECTLY ON THESE PLANS, JF SUCH NOTIFICATION HAS NOT BEEN GUARGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, JF SUCH NOTIFICATION HAS NOT BEEN GUARGED FOR LLABULTY. SEE GENERAL UTILITY NOTES SHEET C3.</li> <li>CONTRACTORS MUST START AT THE LOW END OF ALL GRAVITY FED LINES AND WORK UP HILL. FAILURE TO COMPLY WITH THIS NOTE SHALL RELEASE THE CIVIL ENGINEER OF ALL LAYOUT AND POTHOLE FOR ALL POTENTIAL CONFLICTS WITH UTILITY LINES ON OR OFF SITE AS REQUIRED PRIOR TO ANY CONSTRUCTION.</li> <li>NO ALLOWANCE SHALL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BEFORE BIDDING, AND BRING UP ANY QUESTIONS BEFOREHAND.</li> <li>NO CHANGE IN DESIGN LOCATION OR GRADE SHALL BE MADE BY THE CONTRACTOR SHALL VERIFY DEPTHS OF UTILITIES IN THE FIELD BY ONE CONTRACTOR SHALL VERIFY DEPTHS OF UTILITIES IN THE FIELD BY THE CONTRACTOR SHALL VERIFY DEPTHS OF UTILITIES IN THE FIELD BY ORESULVE THE CONTRACTOR SHALL VERIFY ON FAIL BE MADE BY THE CONTRACTOR SHALL VERIFY ON FROM THE CONTRUCTION TO AND DO ONELLICITS WITH DESIGNED OF DIPELINE GRADE AND ALIGNMENT. IF A CONTRACTOR SHALL VERIFY OF UTILITIES IN THE FIELD BY ORDER ON ALUSAS, REQUIRED OF DIPELINE GRADE AND ALIGNMENT. IF A CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.</li> <li>CONTRACTOR WITHOUT ADDITIONAL COST OR CLAIM TO THE OWNER OR ENGINEER.</li> <li>ALL NEW VALVES</li></ul>	CONTRACTORS FULL RESPONSIBILITY COMPANIES FULL RESPONSIBILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTORS FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.
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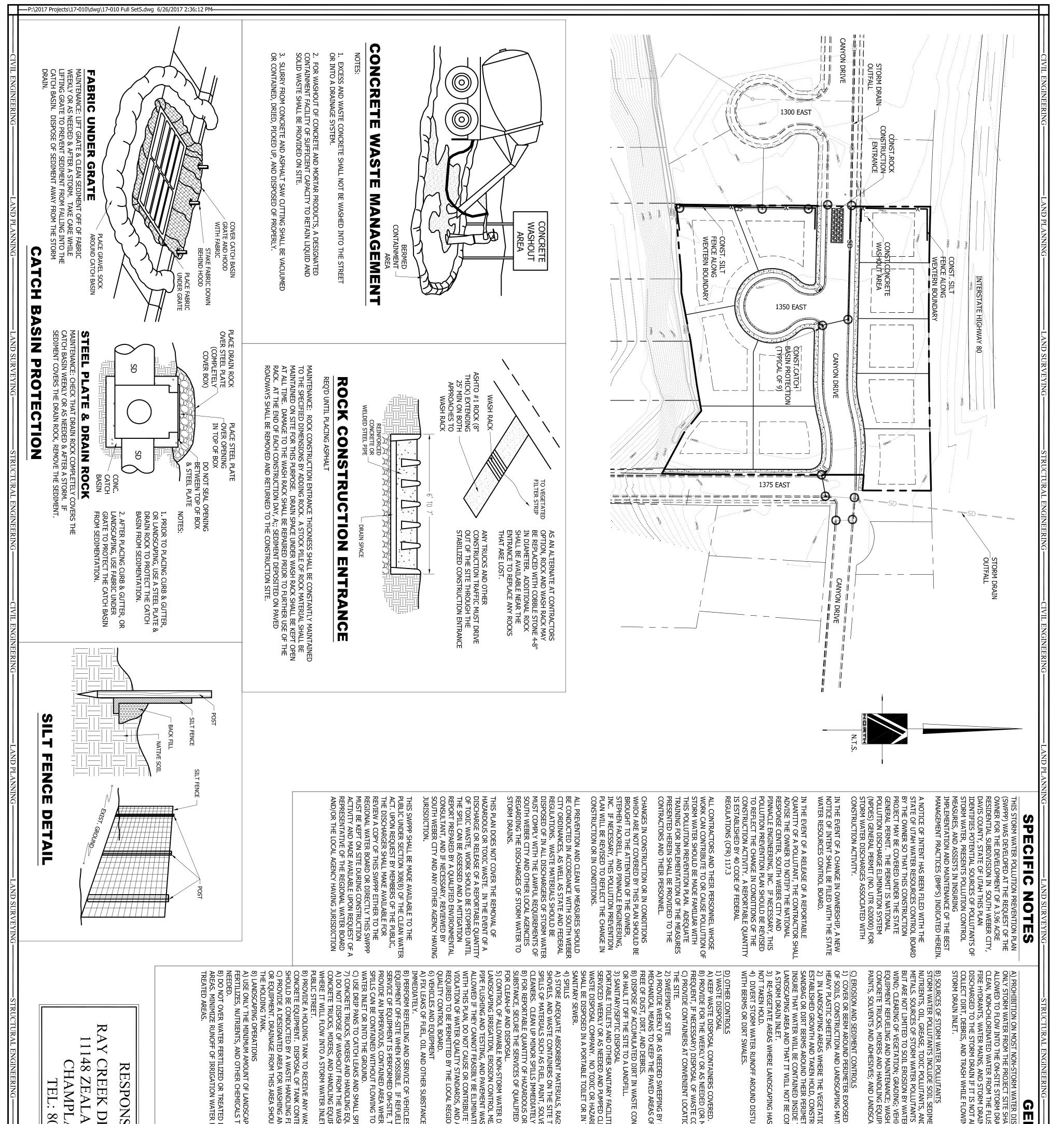


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Image: Strategy of the strategy	RAY CREEK ESTATES OVERALL UTILITY PLAN FOR: ROB EDWARDS 1350 EAST 7250 SOUTH SOUTH WEBER, UTAH PROJECT #17-010	Acte Engineering & Land Surveying, Inc.LaytonWest BountifulMount PleasantSt. George327 West Gordon Ave # 3Phone: (801) 773-1910Layton, UT 84041Fax: (801) 773-1925



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OF 9	BLUESTAKES 0-662-4111 AT LEAST 48 HOURS BEFORE DIGGING SHEET	SURVEYED BY REVISION SM N/A DESIGNED BY SPB/WS 6/26/17 DRAWN BY SPB/WS 6/26/17 APPROVED BY SJF 6/26/17 T FINAL OR APPROVED WITHOUT THE G		LICENSED OPPOTESSION STEPHEN P. DOM BOTT BOTTALL BOTTALL STEPHEN P. DOM	STORM WA	FOR: ROB EDW 1350 EAST 7250 S SOUTH WEBER, PROJECT #17-	PREVENTION PLAN ARDS SOUTH UTAH 010	Layton • West Bountiful • N 327 West Gordon Ave # 3 Layton, UT 84041	Phone: (801) 773-1910 Fax: (801) 773-1925

#### AGREEMENT REGARDING THE UPSIZING OF A SEWER LINE

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2017, between South Weber City, 1600 East South Weber Drive, South Weber, UT 84405 ("City") and Kody Holker, of Ray Creek Development LLC, 11148 Zealand Ave N, Champlin, MN 55316 ("Developer").

**WHEREAS,** Developer is required to relocate a 15" public sewer line currently located in property outside of the proposed roadway being developed in association with the Ray Creek Estates subdivision; and

WHEREAS, City desires to have the 15" sewer line upsized to 18" to better serve the community in accordance with its Capital Facilities Plan, and is willing to pay the Developer for the total cost of upsizing the pipe;

**NOW, THEREFORE, the Parties hereto agree as follows:** 

- Developer agrees, as part of its responsibility to relocate the 15" public sewer line associated with development of its Ray Creek Estates Subdivision, to increase the size of the sewer line to 18", based upon the City's request, conceptually depicted in Exhibit B. The Developer agrees to be responsible for the actual construction of the work and all associated management and payment of Developer's selected contractor.
- City agrees to pay Developer fourteen thousand three hundred eleven dollars (\$14,311.00), which represents the increased cost of the 18" sewer line over a 15" line based on complete installation costs, as shown in Exhibit A. City shall pay Developer such amount upon their request and completion of said sewer line.

#### **"OWNER"**

RAY CREEK DEVELOPMENT LLC ATTN: Kody Holker 11148 Zealand Ave N, Champlin, MN 55316

By: for still

**"CITY"** SOUTH WEBER CITY, a municipal corporation and political subdivision of the state of Utah

By	
DY	
-	

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

Title:

ATTEST:

City Recorder

### EXHIBIT A

### COST EXHIBIT

# Exhibit "A"

## ~ UPSIZE COST ANALYSIS ~

### **Ray Creek Estates Subdivision**

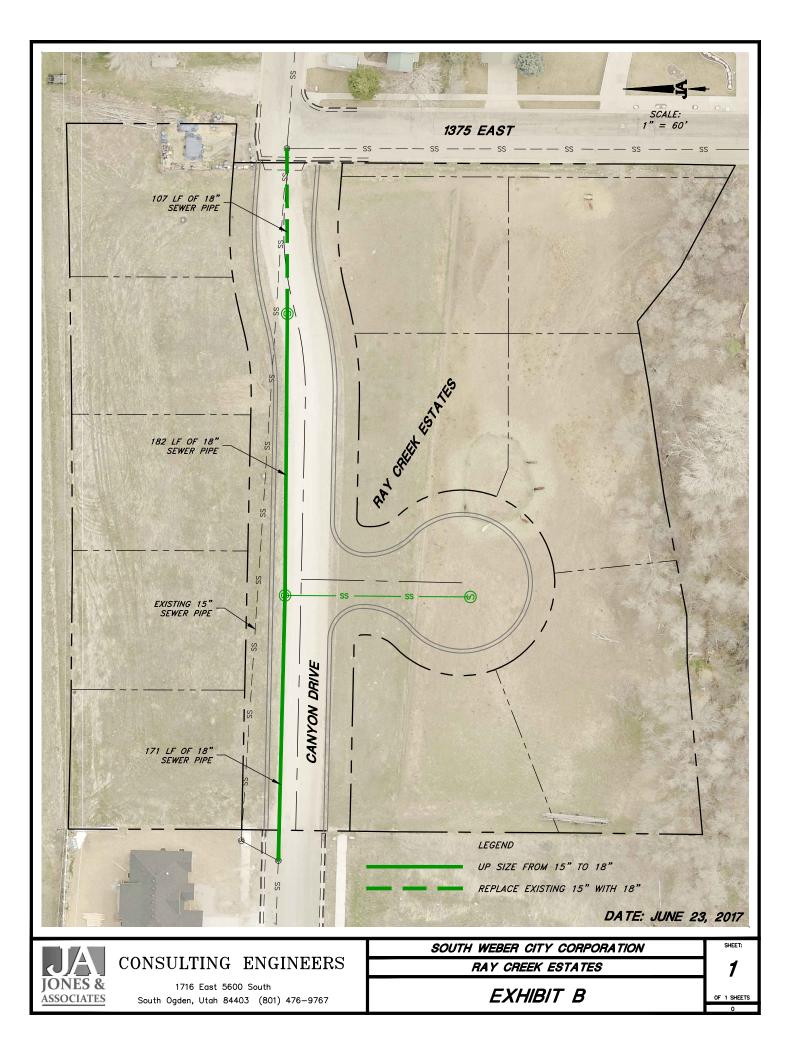
ltem	Description	Qua.	Unit	Unit Price	Total
1	Furnish and install 15" PVC Sewer (Required for Development)	353	l.f.	\$53.00	\$18,709.00
2	Furnish and install 18" PVC Sewer (Required for Future Growth)	353	l.f.	\$62.00	\$21,886.00
		·		Upsize Cost =	\$3,177.00
II. Se	ewer line - Replacement Portior	า			
ltem	Description	Qua.	Unit	Unit Price	Total
3	Furnish and install 18" PVC Sewer	107	l.f.	\$62.00	\$6,634.00
4	Remove existing sewer manhole	1	ea	\$1,000.00	\$1,000.00
5	Furnish and install 5' sewer manhole	1	ea	\$3,500.00	\$3,500.00

TOTAL OWED TO DEVELOPER = \$14,311.00

\* City to pay Developer upon completion of the work.

### EXHIBIT B

### **DRAWING EXHIBIT**





**MEMORANDUM** 

TO: South Weber City Planning Commission

FROM:

Brandon K. Jones, P.E. South Weber City Engineer ( ) pomly . .

CC: Barry Burton – South Weber City Planner Mark Larsen - South Weber City Public Works Director Elyse Greiner – South Weber City Recorder

#### RE: **OLD MAPLE FARMS TOWNHOMES Preliminary Review**

Date: July 6, 2017

Our office has completed a review of the Preliminary Plat and Plans for the Old Maple Farms Townhomes dated, June 9, 2017. We recommend approval, subject to the following items being addressed prior to final approval of each phase from Planning Commission.

- 1. <u>Approval Letters</u>. The plans need to be submitted to Central Weber Sewer District, Weber Basin Water Conservancy District, Riverdale Bench Canal Company, and the South Weber Irrigation Company; and approval letters received.
- 2. Geotechnical. We recommend that all of the recommendations in the geotechnical report from GSH, dated March 22, 2016 be followed. Groundwater is an issue in this area. However, the townhomes being proposed do not have basements. Therefore, we do not feel any additional protection measures need be required.
- 3. Plat. The following are items related to the plat.
  - a. The streets need to be given names or numbers, as desired by the developer.
  - b. The public utility easement needs to extend across the entire 59' of the private street cross section shown on Sheet 2.
  - The buffer yard requirement needs to be met on the east and west sides (15' c. minimum). Building 16 and 17 need to be moved in order to meet this. Also, depending on the buffer yard width selected, the associated landscaping will be required.
  - d. There needs to be a 30' setback from Old Maple Road (see Barry Burton's July 5, 2017 memo).
  - The 10' trail will be located in existing easements. A public access easement will e. need to be obtained from those public utilities. We would recommend a 15' wide easement with the trail centered in the easement.
  - The adjacent ground is referenced as Phase 2, but should be changed to Phase 3. f.
- 4. Improvements. The following are items related to the improvements.

- a. The type of fencing needs to be confirmed along the I-84 ROW (proposed as 6' chain link). The Future Land Use Map in the General Plan requires a "visual buffer." The Planning Commission needs to decide what will meet this requirement.
- b. The 10' asphalt trail needs to be shown running along the east property line inside the development as presented in the Sketch Plan meeting.
- c. A fire hydrant needs to be added to the north side of Old Maple Road between lots 27 and 28.
- d. There are improvements for water, irrigation, and storm drain proposed in Old Maple Road. Some are associated with Phase 1 and some with Phase 2. We would recommend that all of these improvements be installed before Old Maple Road is completed and paved. Otherwise, the patching requirements and cut fee for cutting a brand new road are greatly increased.



**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

#### PROJECT REVIEW OLD MAPLE FARMS TOWNHOMES By Barry Burton

July 6, 2017

#### PRELIMINARY PLAN

#### General:

This proposal is for preliminary approval of an 87 unit townhome development in the R-H zone. This parcel was originally envisioned as a single lot Phase 4 of Old Maple Farms Subdivision, but the purpose was to put apartments on it, so a single lot was appropriate. Now that there will be 87 individually owned townhomes, this proposal should be treated as a subdivision with condominium ownership. That means there will be individually owned space, commonly owned space and limited common space with an H.O.A. owning the common and limited common space is usually in the form of a small patio space for each unit that is owned in common, but reserved for the use of the unit occupant.

There is a mixture of two and three bedroom units, predominantly three. Two bedroom units have a single car garage and three bedroom units have a double garage.

#### Layout:

The loop road configuration works fairly well and allows the developers to phase construction is such a way as to not exceed our 30 unit maximum with a single access. The units are packed in pretty tight, but the layout works. The R-H zone requires a 30' front setback. I believe this setback requirement applies to the property frontage on Old Maple Rd. wherein they only have a 20' setback. If this requirement were to apply to private interior streets, then none of the units have sufficient setback. I don't think we are concerned about setback from interior streets except that they need the planned twenty feet for driveway parking. There are only 17 dedicated guest parking spaces in the entire complex. The only amenity is a playground which won't come until phase 3. The streets are private, but even so, they will need names or coordinates so the units can be properly addressed. This has not been done yet.

There should be some discussion on whether to require a masonry sound wall along I-84 frontage as we have done with other single-family developments.

The R-H zone requires that there be buffer yard A between the townhomes and the adjacent single family developments on the east and west sides. The minimum width of buffer yard A is 15' and there are 2 buildings in phase 3 that extend closer to the property line than 15' leaving insufficient room for the buffer yard.

#### Architecture:

Not a lot to say about the design of the units. They should be okay looking with exterior material being stucco, stone and Hardie Plank or Hardie Shakes. Units would be distinguishable by exterior materials and colors.



**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

## Trail:

The segment of the I-84 frontage trail the City has requested is shown incorrectly on the plans. It should extend along the east side of this property tying into Old Maple Rd. instead of going through the Cooper property and along 475 East. The developer has indicated they are willing to do that.

## **Recommendation:**

I recommend approval of the Preliminary Plan for Phases 1 and 2 only with the provision that the 30' setback from Old Maple Rd be met and the public trail be established through the property along the east side tying into Old Maple Road. Require a 6' masonry wall, if the P.C. so desires. Phase 3 should be tabled and amended to meet the buffer yard requirement.

## PHASE 1 FINAL PLAT

## General:

There isn't a lot to be said that hasn't been covered in the Preliminary Plan discussion. This phase consists of 27 units, so they stay under our 30 unit limit on a single access. This phase doesn't involve the trail, so that's not an issue. The minimum front setback is an issue, however, where they are only showing 20'.

Buffer yard A is required along the west property line with the adjacent single-family homes. The landscape planting plan does not include enough plants to meet this requirement.

At this point Old Maple Rd. and the secondary access connection to 6650 S. have not been completed, though the subdivision has been approved. This, of course, affects the 30 unit on a single access issue.

### **Recommendation:**

I recommend that the Planning Commission recommend approval of the Phase 1 Final Plat to the City Council with the condition that they meet the minimum front setback on Old Maple Rd. frontage, that they increase the number of plants along the west property line to meet the buffer yard A requirements and that no building permits be issued until Old Maple Farms Subdivision Phases 1 & 2 streets are completed.

## For Office Use Only

Fees received by: SK Amount Paid: 900

 SK
 Date of submittal:
 6/20/17

 00
 Receipt #:
 10-024798

Initial Review, all of the required supporting materials have been provided: \_\_\_\_\_

PC Meeting Date: July 13, 2017

# SOUTH WEBER City

## **Preliminary Plan Application**

Project/Subdivision Name: OLD MAPLE FARMS TOWNHOMES			
Approx. Location: NE corner 6650 S. 475 E.			
Parcel Number(s):	13-006-0031(pt) & 13-006-0025	Total Acres:	8.17
Current Zone: R-H	If Rezoning, to what z	one:	Bordering Zones: R-M & A
Surrounding Land Uses: Single Family Residential and vacant (agriculture)			
Number of Lots: 87	# Lots per Acre: 10	0.65	
Phase: $1  of 3$	PUD: Yes / No		

## **Contact Information**

### **Developer or Agent**

Name: Peter Matson		
Company Name: Ovation	Homes/Capital Reef Mgt.	
Address: 498 North Kays Drive		
City/State/Zip: Kaysville, UT 84037		
Phone: 801-444-3639	Fax: 801-546-0782	
Email: peter@ovationhomesutah.com		

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

X Email X Phone Fax Mail

## **Developer's Engineer**

Name: Nate	e Reeve		
Company:	Reeve & Associa	ates	
License #:	375328-2203		
Address: 5160 South 1500 West			
City/State/Zip: Riverdale, UT 84405			
Phone: 801			801-621-2666
Email: nate@reeve-assoc.com			

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

X Email X Phone Fax Mail

### Surveyor

### **X** Check here if same as Engineer

Name:		
Company:		
License #:		
Address:		
City/State/Zip:		
Phone:	Fax:	
Email:		

## **Property Owner(s)**

## **K** Check here if same as Developer

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

## SUBDIVISION: OLD MAPLE FARMS TOWNHOMES

## PROPERTY PARCEL NUMBER(S): 13-006-031(pt.) & 13006-0025

	APPLIC	CANT'S AFFIDAVIT
State of Utah)County of Davis)	ş	
the statements and answers contained ability, present the argument in beha	tion, located at <u>+-</u> d herein, in the att lf of the application	, the sole owner(s)/authorized agent of the owner(s) of 6650 S. 475 E. (13-006-0031[pt] & 13-006-0025) , swear eached plans, and other exhibits, thoroughly, to the best of my/our on requested herewith, and that the statements and information the best of my/our knowledge and belief.
Dated this <u>20</u> day of <u>UN</u>	16.	
·	Signed:	Property Owner or Agent
		Property Owner or Agent
Subscribed and sworn to before me of	on this <u>20</u>	day of, 2017
S E A L Starsen Starsen Starsen Starsen Starsen Starsen Starsen Starsen Commission # COMM. EXP. 11	671679	Hennige Walts Notary Public
State of Utah ) County of DAVIS )	AGENT §	AUTHORIZATION
		, 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, an or council considering this applicatio		gent to appear on my/our behalf before any city commission, board
Dated this day of		,
	Signed:	Property Owner or Agent
		Property Owner or Agent
Subscribed and sworn to before me o	on this	day of
S E		
A L		Notary Public

## **Preliminary Plan Requirements**

- □ Complete all conditions/requirements set by the Sketch Plan committee
- □ 2 Sets of Mailing Labels listing the names/mailing addresses for property owners within 300' for the outer boundaries of the property
  - A list of delineating parcel numbers for each of the surrounding property owners
- Current Title Report and proof of Title Insurance
- □ Draft of easements/agreements with adjacent property owners (if applicable)
- Draft of Covenants, Conditions, and Restrictions (if applicable)
- □ Complete Utility Notification Form
- □ A letter of approval from applicable Secondary Water provider stating date of plans reviewed and date approved
- □ A written statement from the Army Corps of Engineers regarding wetland mitigation (if applicable)
- □ Preliminary Storm Drain Calculations (See Storm Drain Ordinance)

One full sized (24" x 36"), one reduced (11" x 17"), and one electronic PDF form shall be submitted of the following (north to face up or to the right):

- □ **Information to Include on all Drawings:** This is in addition to information required by sketch plan application, and is not limited to the following:
  - The approved name of the subdivision and the words "Preliminary Plat Not to be Recorded" listed on each page
  - Written indication of design criteria to be used in design of improvements
  - Dimensions shown in feet and decimals
  - o Bearings shown in degrees, minutes, and seconds
  - Contours at two foot intervals for predominant ground slopes between level and ten percent
  - Contours at five foot intervals for predominant ground slopes greater than ten percent
  - Location and sizes of proposed sanitary sewers and other sewage disposal facilities
  - Location and sizes of culinary water facilities
  - o Location and size of storm drainage facilities and detention basins
  - Wetland Delineation (if applicable)
  - Boundaries of areas subject to flooding or storm water overflow in accordance with FEMA's flood plain mapping
    - Width and direction of flow of all watercourses
    - Include existing and proposed irrigation and natural runoff channels/courses
  - Location, proposed names, widths and typical cross section of streets, curbs, gutter, sidewalks, and other improvements of proposed street right-of-ways and access easements
  - Dimensions and locations of all existing or proposed dedications, easements, and deed restrictions
  - Location of any improvements that may be required to be constructed beyond the boundaries of the subdivision (as appropriate)
  - Type and size of fencing shown along canals, waterways, and agricultural land

\*All plans must be prepared and stamped by a licensed and/or certified professionals including, but not limited to, architects, landscape architects, land planners, engineers, surveyors, transportation engineers or other professionals as deemed necessary by the City Planner.

## **Applicant Certification**

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete, and accurate to the best of my knowledge. 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. Should any of the information or representations submitted in connection with this application 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 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: 06/20/17

Property Owner's Signature: Date:

## Sketch Plan Meeting Old Maple Farms Townhomes Thursday, April 20, 2017 @ 12:45 p.m.

**Attendees:** Commissioner Wes Johnson; Chris Tremea, Fire Department; Brandon Jones, City Engineer; Barry Burton, City Planner; Mark Larsen, Public Works; and Elyse Greiner, City Recorder; Developers; Nate Reeve, Chris Cave, Peter Matson, Craig Jacobsen, and Brad Frost.

## **Staff Comments:**

Peter said in the past this site was an apartment community. Ovation Homes is purchasing the property from Ford Inc. Ovation would like it to be a townhouse community now with 87 units (dimensions: 30% are one-car garage at 21' x 43' and 70% are two-car 24' x 43'). Another difference from the last site plan is that the developers will replace the garden area with a 6-plex building. Cave said the open green space would be in the middle of the site.

The top corner would need to be rezoned as Residential High for the 6-plex. Brandon recommends that the developers amend the previous rezone legal description to realign the boundaries.

Barry said the City requires 2 parking spaces per unit. The developers said there wouldn't be onstreet parking. Cave said there is one spot in the garage and one on the driveway. Barry said the parking doesn't seem to function with visitor parking in one location because the visitors will park by the unit they are visiting. Cave said he could fit another stall or two between buildings. Brad would be interested in adding parking to every other open space between buildings so the green space wasn't lost. The one-car garage units could be more collective with extra parking near them.

Barry asked about garbage collection. Cave said they would do individual cans. Barry asked where the owners would keep the cans. Nate said in the garage. Brad said the CC & R's wouldn't allow cans outside. Nate brought up that these units would be individually owned.

Barry asked if the 10ft. trail is open to the public. Brandon said it needs to be open on the northern boundary and to 475 E. on the bottom portion (the east boundary). The west side trail doesn't need to be. The developers will probably remove the west side one.

Barry asked about limited open space. Nate said there would be common and limited common space. The plat needs to show it.

Commissioner Johnson said there is a lot of available open space and he wanted to make sure it was maintained. He brought up that the last plan had a club house. Brad said there won't be one in this plan. It was recommended that the playground be pulled off the road more to the north. Commissioner Johnson asked what type of fencing would be used between the back of the townhouses and the single-family dwellings on the west side. Brad said probably vinyl.

Peter asked about restrictions with plants on easements. Brandon said there can't be trees on Weber Basin's or on the sewer easement.

Brandon asked about the 42" Riverdale Bench Canal. Nate said Mike Ford is putting the pipe in and it will be installed in conjunction with this development. The plans need to be clear on who is doing what with that. Brandon said the developers need to provide letters from Central Weber Sewer and Weber Basin stating they are good with the language on the plat and plans.

Tremea asked if there is a fire hydrant on the north side of Old Maple Road; no. He would like to see the hydrant moved from the south side to the north side of Old Maple Road so the line isn't cutting off access by blocking the road. The site will be installing 4 hydrants; the current plans show one between units 83 & 82 and it should be moved to in between 78 & 77. The hydrant from in front of unit 37 should be moved to across the street from 32, by 31 at the end of the road.

Brandon asked about the location of water meters. Nate said they would be individual meters. Brandon would propose they go on the land strip on the side of the driveway and the developers need to show that on the drawings.

Brandon asked about irrigation. Nate said they will have 3 laterals going into the project off of Old Maple Rd. and not run any irrigation lines in the roadway. Brandon said the City will also need a will serve letter from South Weber Irrigation stating they are good with how is it being served.

Mark asked about the sewer lines. The private roads will be dedicated as public utility easements or the regular 10' easement. The road would be a private road, but the utilities would be public.

At the hammerhead, Brandon said blow-offs aren't allowed at dead-end lines. He isn't sure how to do it without putting in another fire hydrant. Nate asked if the laterals for 36 & 37 could come down at a 90-degree angle to the City main or if they must go straight out from a meter into a main line. He said adding another main line would be expensive for two laterals. Mark said he is ok with the laterals for 36 & 37 going to the city main. Nate asked if he could do that with sewer as well. Brandon said the laterals need to be straight for blue-staking. Mark said they could be run like the water laterals if they put a tracer wire on the two sewer laterals for 36 & 37. The improvement plans need to show it.

Tremea reiterated the importance of no on-street parking and enforcing it through signage and in the CC & R's. Brandon said the City would like a copy of the CC & R's.

Brandon asked if the developers have worked with Mike Ford on their proportionate share of the regional detention basin; yes. Brandon said the grading for it appears to be in this phase. Nate said the detention basin would start at the property line and not slope onto this property. Brad asked if the basin would be continually full of water. Brandon said water will be in it frequently but it will rarely fill all the way.

Nate asked about required fencing. It is necessary on the property adjacent to the Agricultural Zoned property. Barry said the Planning Commission may require one on the northern boundary.

Brandon thinks the east access on to Old Maple Road should be at a 90-degree angle; rotate the current road proposal to the west. The driveway for lot 1 is in the way of the access, so angling the road will help slow the incoming traffic down.

If the developer wants to phase the project, then the preliminary plan would show everything all together and then there would be individual final plans. Each phase must be able to stand on its own. If it's phased, there can't be more than 30 lots on one access in conjunction with the other phases of Old Maple Farms.

Mark told the developers to be careful with mailboxes because it will be a problem for snow plows. Nate anticipates there being at least 3 boxes.

The developers decided they would submit a rezone, preliminary, and final for phase 1 at the same Planning Commission meeting.

Adjourned at 2:10 p.m. Minutes by Elyse Greiner.

## **Items for Developers to Address:**

- Rezone to Residential High (fix boundaries)
- Provide City with copy of CC & R's garbage cans in garage and no on-street parking
- Delineate on the plat the limited and common space
- No trees on the easements
- Letters from Central Weber Sewer, Weber Basin, and South Weber Irrigation approving the plans
- Relocate fire hydrants
- Put water meters in land strip on driveways
- Show laterals on units 36 & 37, add tracer wire on sewer
- Add PUE on roadways
- Fencing required on east boundary
- Change the east access angle onto Old Maple Road 90 degrees
- If phasing, need a preliminary and each final phase separate

## South Weber City Sketch Plan Meeting

## Old Maple Farms Townhomes

April 20, 2017

Name (please print) WES JOHNSON Nate Reeve Peter Matso Craig Jacobsen Frost Newer Brandon Ones arry Burton Mark Larson Elyse Greiner

Phone 801-479-8876 801-621-3100 801-621-3100 801-621-3100 801-444 3639 801-444 3639 801-444-3639 801-454-3639 801-454-3270 801-451-3270

Email Address Wes 3 EMSN. Com seeve massoc. Com N'eever. reeve a ssac. con peter B) ovatimhemes tah. com Craig @ovation hours which . brad & overtion hones atching CTremea@ southwebercity brandonia jonescivil. com barry e daviscounty utah.gov mlarson @ son thureburgity com egheiner @ son thueber aty. com

ALTA Commitment (6/17/06)

#### **ALTA Commitment Form**

#### **COMMITMENT FOR TITLE INSURANCE** Issued by

#### STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

Authorized Countersignature

Sutherland Title Company 920 East Wood Oak Lane #100 Salt Lake City, UT 84117 (801) 266-4466

Sutherland Title Company

File No. 36096





Matt Morris President and CEO

allan

**Denise Carraux** Secretary

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004-UN ALTA Commitment (6/17/06)



#### CONDITIONS

- 1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
- 5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at< <u>http://www.alta.org/</u>>.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

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File No. 36096 004-UN ALTA Commitment (6/17/06)

#### COMMITMENT FOR TITLE INSURANCE SCHEDULE A

File No. 36096

1. Effective Date: June 09, 2017 at 8:00 A.M.

#### 2. Policy or Policies To Be Issued:

(a) A.L.T.A. Owner's	2006 (Standard)	Amount Premium	\$1,421,000.00 \$2,543.00 Developer Rate
Proposed Insured: CAPITAL REEF MANAG	EMENT, LLC		
(b) A.L.T.A Loan	2006 (Extended)	Amount Premium	T.B.D.
			Simultaneous Issue

**Proposed Insured:** TO BE DETERMINED

3. The estate or interest in the land described or referred to in this Commitment and covered herein is: Fee Simple as to Parcel 1 and Easement as to Parcel 1A, less oil, gas and mineral estate

### 4. Title to said estate or interest in said land is at the effective date hereof vested in:

FORD'S, INC., a Utah corporation, also appearing of record as FORDS, INC.

5. The land referred to in this Commitment is located in the State of Utah, County of Davis, and is described as follows:

### SEE EXHIBIT "A" ATTACHED HERETO

For information purposes only, the property address is purported to be: vacant - land none assigned, South Weber, UT 84405



Amount of Insurance

#### EXHIBIT A LEGAL DESCRIPTION

#### Parcel 1:

Land located in Davis County, State of Utah, more particularly described as follows: Part of the Southeast quarter of Section 20, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, described as follows: Beginning at a point, said point being North 00°24'04" West 136.74 feet and South 89°35'56" West 445.79 feet from the Southeast corner of said Section 20; thence North 56°08'24" West 149.28 feet; thence along a tangent curve turning to the left with a radius of 285.00 feet, and arc length of 164.92 feet, a delta angle of 33°09'15", a chord bearing of North 72°43'01" West, and a chord length of 162.62 feet; thence North 89°17'39" West 169.19 feet; thence North 00°21'01" East 490.30 feet; thence North 22°14'54" West 84.93 feet; thence North 37°14'35" West 141.98 feet; thence North 39°53'07" East 217.19 feet; thence South 51°08'39" East 589.97 feet; thence South 01°11'30" West 558.89 feet; thence South 23°52'39" West 58.24 feet to the point of beginning.

Part of Tax Parcel No.: 13-006-0025 Part of Tax Parcel No.: 13-006-0031 Part of Tax Parcel No.: 13-023-0022

#### Parcel 1A:

A temporary right of way for ingress and egress over and across the following: Part of the Southeast quarter of Section 20 and the Northeast quarter of Section 29, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows: Beginning at a point on the West right of way line of 475 East Street, said point being North 00°24'04" West along the East line of said Section 20, 97.45 feet, and South 89°35'56" West 229.52 feet from a found brass cap monument at the Southeast corner of said Section 20; thence South 01°16'23" West along the West right of way line of 475 East Street, 10.00 feet; thence North 89°14'00" West 99.55 feet; thence along a tangent curve turning to the right with a radius of 225.00 feet, an arc length of 129.96 feet, a delta angle of 33°05'36", a chord bearing of North 72°41'12" West, and a chord length of 128.16 feet; thence North 56°08'24" West 149.28 feet; thence along a tangent curve turning to the left with a radius of 275.00 feet, and arc length of 159.13 feet, a delta angle of 33°09'15", a chord bearing of North 72°43'02" West, and a chord length of 156.92 feet; thence North 89°17'39" West 169.19 feet; thence North 00°42'21" East 10.00 feet; thence South 89°17'39" East 169.19 feet; thence along a tangent curve turning to the right with a radius of 285.00 feet, an arc length of 164.92 feet, a delta angle of 33°09'15", a chord bearing of South 72° 43'02" East, and a chord length of 162.62 feet; thence South 56°08'24" East 149.28 feet; thence along a tangent curve turning to the left with a radius of 215.00 feet, and arc length of 124.18 feet, a delta angle of 33°05'36", a chord bearing of South 72°41'12" East, and a chord length of 122.46 feet; thence South 89°14'00" East 99.63 feet to the point of beginning.

Said Temporary right of way shall become null and void and be of no further force or effect upon the dedication of a public road to be known as Old Maple Road with recoding of the plat of Old Maple Farms Phase 1 Subdivision as proposed.



## COMMITMENT FOR TITLE INSURANCE SCHEDULE B PARTI

#### File No.: 36096

The following are the requirements to be complied with:

- 1. Pay the agreed amount for the interest in the land and/or the mortgage to be insured.
- 2. Pay us the premiums, fees and charges for the policy.
- 3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed delivered and recorded.
- 4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then, make additional requirements or exceptions.
- 5. The Company requires for its review a copy of the articles of incorporation and bylaws, a satisfactory resolution of the Board of Directors of FORD'S, INC., authorizing the proposed transaction, Shareholders Resolution where applicable, and a Good Standing Certificate evidencing that the corporation is in good standing in the state of its incorporation. At the time the Company if furnished these items, the Company may make additional requirement or exceptions.
- 6. The Company requires for its review satisfactory copy of the "Articles of Organization," the Operating Agreement and the regulations of CAPITAL REEF MANAGEMENT, LLC, any amendment thereof, a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents.
- 7. Warranty Deed from the vestee(s) herein to the proposed insured.
- 8. Trust Deed to secure your loan.

PLEASE DIRECT ANY INQUIRES CONCERNING THIS COMMITMENT, AND/OR CLOSING TO:

#### JEFF BRIDGEFORTH jeffb@sutherlandtitle.com. 801-266-4466.

NOTE: The following names have been checked for Judgments, Federal Tax Liens and Bankruptcies, and those applicable are shown herein, unless otherwise noted:

FORD'S. INC. CAPITAL REEF MANAGEMENT, LLC

NOTICE TO APPLICANT: The land covered herein may be serviced by districts, service companies and/or municipalities, which assess charges for water, sewer, electricity and any other utilities, etc., which are not covered by this report or insured under a title insurance policy.

NOTE: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same on request, if available, either with or without charge as appears appropriate.

NOTE: Pursuant to State of Utah Insurance Department Rule R590-153-5A, a cancellation fee of \$220.00 will be charged if the transaction for which this commitment is furnished is cancelled.

NOTE: Any matter in dispute between you and the company may be subject to arbitration as an alternative to court action





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## COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

pursuant to the Title Insurance rule of the American arbitration association, a copy of which is available on request from the Company. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

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STG ALTA Commitment Sch B I



## COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

#### File No.: 36096

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- 4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
- 5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

	. (NOTE: The following affects portions of the lar Lien of Taxes, not yet due and payable	
Year:		2017, and thereafter
Tax Parcel	No.:	13-006-0025
Prior year:		2016 PAID
Amount:		\$11,252.55
Lien of Tax	es, not yet due a	and payable
Year:		2017, and thereafter
Tax Parcel	No.:	13-006-0031
Prior year:		2016 PAID
Amount:		\$3,852.29
Lien of Taxes, not yet due and pay		and payable
Year:		2017, and thereafter
Tax Parcel	No.:	13-023-0022
Prior year:		2016 PAID
Amount:		\$1,139.00

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Page 1 of 3 STEWART TITLE GUARANTY COMPANY

## COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

- 9. The land described herein is located within the boundaries of Weber Basin Water Conservancy District and is subject to any assessments levied thereby
- 10. The land described herein is located within the boundaries of the Central Weber Sewer District and is subject to any assessments levied thereby.
- 11. The land described herein is located within the boundaries of the South Weber Water District and is subject to any assessments levied thereby.
- 12. The land described herein is located within the boundaries of the City of South Weber and is subject to any assessments levied thereby.
- 13. The land described herein is located within the boundaries of Davis County and is subject to any assessments levied thereby.
- 14. Resolution No. 34-92 Central Weber Sewer District Annexation, and the terms and conditions thereof: Recorded:
   December 18, 1992

   Entry No.:
   1008530

   Book/Page:
   1566/102
- 15. All existing easements or rights of way enforceable in law or equity for any utilities, ditches, pipelines, power lines, fiber optic, telephone, sewer, gas or water lines that may exist upon, over or under the land.

16. Easement, and the terms and conditions thereof:

In Favor of:	UTAH POWER & LIGHT COMPANY
Purpose:	A perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration and replacement of the electric transmission distribution and telephone circuits, with the necessary guys, stubs, cross-arms braces and other attachments affixed thereto
Recorded:	March 14, 1986
Entry No.:	729830
Book/Page:	1076/602
And Recorded:	March 14, 1986
Entry No.:	729830
Book/Page:	1076/602

17. Agreement and Grant of Easement, and the terms and conditions thereof:

 Grantee:
 WEBER BASIN WATER CONSERVANCY DISTRICT

 Purpose:
 To deliver culinary water from and between its existing pipelines as defined

 Recorded:
 August 24, 1990

 Entry No.:
 900373

 Book/Page:
 1367/757

And Recorded:	August 24, 1990
Entry No.:	900374
Book/Page:	1367/767

18. Storm Sewer Construction Agreement, and the terms and conditions thereof:
 Grantee: SOUTH WEBER CITY, a Utah municipal corporation
 Purpose: To construct storm sewer improvements
 Recorded: October 15, 2008

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UT STG ALTA Commitment Sch B II



## COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

	Entry No.: Book/Page:	2398679 4636/706
	And Recorded: Entry No.: Book/Page:	December 1, 2008 2407388 4666/112
19.	Storm Drain Agreement, a Grantee: Purpose: Recorded: Entry No.: Book/Page:	nd the terms and conditions thereof: SOUTH WEBER CITY, a Utah municipal corporation To construct, maintain and operate storm sewer improvements December 19, 2008 2411222 4679/178
20.	Notice of Prescriptive Ease Grantee: Purpose: Recorded: Entry No.: Book/Page:	ements, and the terms and conditions thereof: SOUTH WEBER IRRIGATION COMPANY Above and below ground irrigation easements June 29, 2010 2536762 5056/58

 21. Cost Share Agreement, Old Maple Farms Subdivision Regional Detention Basin, and the terms and conditions Between:

 And:
 FORD'S, INC.

 And:
 SOUTH WEBER CITY

 Recorded:
 February 6, 2017

 Entry No.:
 3000397

 Book/Page:
 6697/49

22. Any rights, reservations, title, interest or claims to any and all oil, gas, mining and mineral rights of every kind and description underlying the surface of the land, together will all rights in connection therewith, whether or not shown by the public records, including, but not limited to, that certain Special Warranty Deed, and the terms and conditions thereof:

Recorded:	May 27, 1987
Entry No.:	0787870
Book/Page:	1169/683

23. Riparian or water rights, claims, or title to water whether or not shown by the public records.

\* \* \* \*

SJB/



## STG Privacy Notice Stewart Title Companies

#### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

#### SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you     request insurance-related services     provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: 36096

## STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

## WHAT DO/DOES THE Sutherland Title Company DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Sutherland Title Company, and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

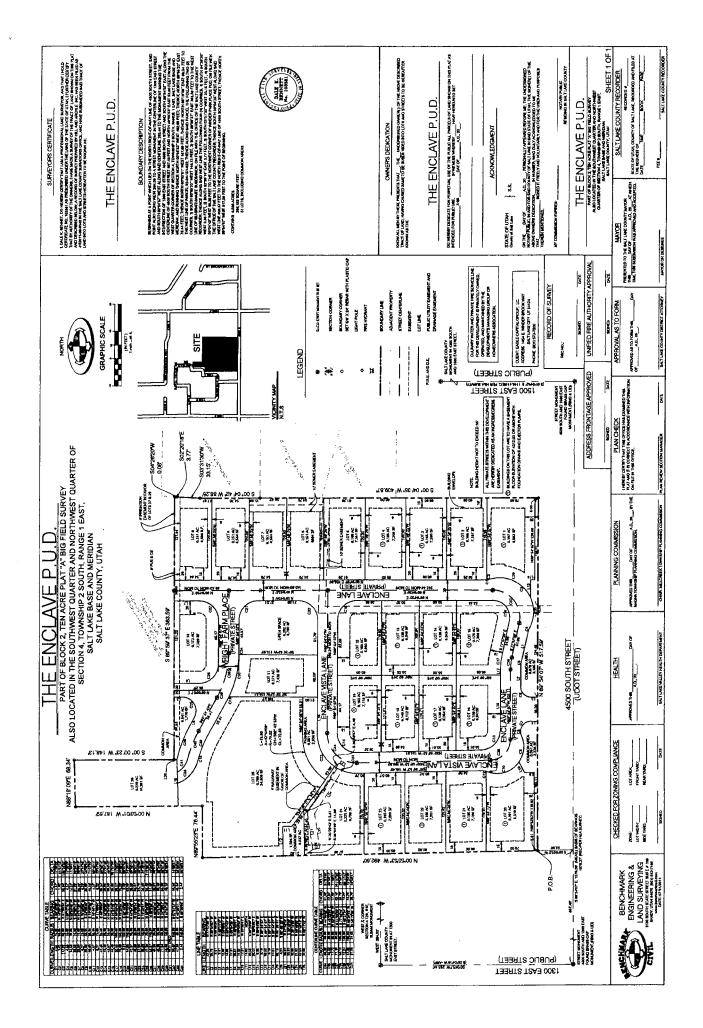
The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

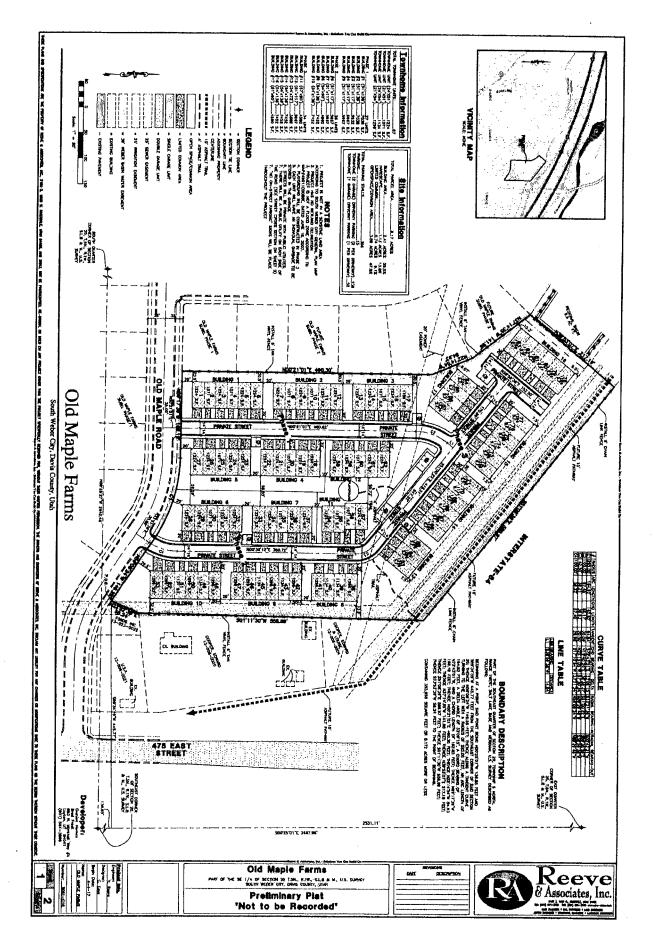
All financial companies, such as Sutherland Title Company, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

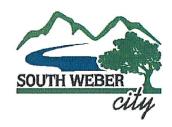
Sharing practic	es						
How often do/does Sutherland Title Company notify me about their practices? How do/does Sutherland Title Company protect my personal information? How do/does Sutherland Title Company collect my personal information? What sharing can I limit?		We must notify you about our sharing practices when you request a transaction.					
		To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.					
		<ul> <li>We collect your personal information, for example, when you</li> <li>request insurance-related services</li> <li>provide such information to us</li> <li>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</li> </ul>					
		Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.					
Contact Us		have any questions about this privacy notice, please contact us at: Sutherland Title Company, 920 Nood Oak Lane #100, Salt Lake City, UT 84117					





## All Plans Must Reflect The Following Date & South Weber City Stamp:

6/20/17



\*If a utility can not be reached to sign this form, a letter stating service will be provided from that utility is acceptable, provided that the same plans have been shown to all utilities. Plans will not be approved by the city until this document is completed and returned.

## **Utility Notification Form**

## **Project/Subdivision**

## **Developer or Agent**

Name: Peter Matson Company Name: Ovation Homes Address: 498 N. Kays Drive City/State/Zip: Kaysville, UT 84037 Phone: 801-444-3639 Fax: 801-546-0782 Email: peter@ovationhomesutah.com

See attached letters from utility companies to Mike Ford for the overall Old Maple Farms Project. QUESTAR GAS

Name:	Title:	Phone:					
Signature: _		Date:					
	COMCAST CABLE TV						
Name:(please print)	Title:	Phone:					
	1	Date:					
CENTURYLINK							
Name:	Title:	Phone:					
(please print) Signature:		Date:					
	<b>ROCKY MOUNTAIN POWEI</b>	R					
Name:	Title:	Phone:					
(please print) Signature: _		Date:					

March 14, 2016

Mike Ford m.ford8@me.com

Request:

Dear Mr. Ford:

Rocky Mountain Power will supply power to property located at or near 424 E 6650 S, 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 801-629-4318.

Respectfully,

Curtis Galvez Journeyman Estimator Rocky Mountain Power Ogden Operations

Fords, Inc. Attn: Mike Ford 1131 East 7450 South South Weber, UT 84405

#### **Re: Old Maple Farms Subdivision**

Dear Mr. Ford:

The Riverdale Bench Canal Company (Canal Company) has reviewed the Preliminary Site Plan, dated January 12, 2016, for the Old Maple Farms Subdivision located at 310 East 6650 South in South Weber City. The Canal Company understands that the proposed subdivision is requesting approval to cross an existing earthen canal and associated easement owned by the Canal Company. Approval to cross the Canal Company owned easement can be granted after receipt and approval of final designs for the development. The Final design for the development shall incorporate the following items.

- 1. Given the scope and proposed location of the subdivision infrastructure and facilities, the Canal shall be piped with buried 48-inch reinforced concrete pipe with design by the development's engineer and review and approval by the Canal Company.
- 2. Details and engineered design regarding the storm drain crossing, or any other utility type crossings proposed, whether above or below the piped canal system shall be provided and approved to the Canal Company's approval.
- 3. Easements and protections criteria for the existing canal shall be indicated on the engineering drawings and the final plat. Reference to these easements shall be denoted on each instance where the easement is depicted in the subdivision drawing and on the Plat, and shall include the following notation:
  - "PERPETUAL EASEMENT GRANTED TO RIVERDALE a. BENCH CANAL COMPANY TO CONSTRUCT. RECONSTRUCT, OPERATE AND MAINTAIN AN **UNDERGROUND** PIPELINE OR PIPELINES AND APPURTENANT STRUCTURES"
  - b. "EARTH CUTS OR FILLS, TREES, SHRUBS, AND/OR PERMANENT OR TEMPORARY STRUCTURES OF ANY KIND ARE STRICTILY PROHIBITED WITHIN SAID EASEMENT WITHOUT PRIOR WRITTEN PERMISSION FROM THE CANAL COMPANY"

- 4. The Canal Company and associated Board of Directors reserve the right to provide comments regarding the proposed subdivision at any time to both developer and the City.
- 5. In the Preliminary Plan developed by Reeve and Associates, it is noted that a trail is proposed. The Canal Company will require approval of the trail location and alignment including associated design elements.

The items above must be completed and addressed in order to cross the Canal Company easement. We appreciate your cooperation in the timely fulfillment of these requirements. If you have any questions, please contact me at: 801-771-1677.

Sincerely,

Mark D. Anderson, PE President, Riverdale Bench Canal Company

Cc:

Nate Reeve; nreeve@reeve-assoc.com

## SOUTH WEBER IRRIGATION COMPANY

## LARGE SUBDIVISION AND GENERAL ENCROACHMENT

Application for Agreement to Encroach and Construct within South Weber Irrigation Company Area (For developments greater than 2.0 acres)

- 1. Company or Name of Applicant for Encroachment Agreement <u>FORDS</u> INC
- 2. Contact Person MIKE FORD
- 3. Mailing Address of Contact Person BOX 171227-SLC-84117
- 4. Telephone Number of Contact Person 801-598-2325
- 5. Brief Description of Proposed Construction (include location and subdivision name)\_\_\_\_

MAPLE VILLAGE MAPLE <u>FARMS</u> a OL SUBDIVISION & 105 TOWNHOUS HPTS

- 6. Attach two (2) copies of plans/design drawings for the proposed subdivision. Plans shall be drawn to South Weber Company standards.
- 7. Attach a check for \$5.500.10 for the application and review fee. The application fee will be used by the irrigation company for purposes of administration, coordination, Engineer review, preparation of agreements, review during construction, legal guidance, and any other expenses it incurs related to this application. Our retaining fee is based on the number of homes in a subdivision times \$100.00. I have been told you are planning a total of approximately 75 homes. If fees incurred by the irrigation company are greater than the application fee, the Applicant will be responsible to reimburse the irrigation company for the remainder of the expenses. Please make all checks payable to: South Weber Irrigation Company
- 8. Send application, plans and application fee to:

South Weber Irrigation Company 6525 South 475 East South Weber, UT 84405 801-479-1635 LOUISE Cooper South Weber Irrigation System certifies that Old Maple Farms and Old Maple Village has 32 shares of secondary water for their development. They do not have enough shares to cover the land on which the proposed apartments will be built on. The land purchase for the apartments is not finalized as yet. The owner, John Boyer, has enough water that he will transfer to the new development when the contract is finalized.

We will give a temporary Will Serve Letter to the development on the condition that the Boyer property will be finalized. We further stipulate that the plans for the development will be approved by our engineers and they will follow our specifications. No water title will be transferred to the company for the development until all the water assessment fees are paid.

Sincerely,

February 29, 2016

Dear Developer: Mike Ford

1

## Re: Natural Gas Service Availability Letter

ł

Natural gas can be made available to serve the Old Maple Farms development (south weber)when the following requirements are met:

- 1. Developer provides plat maps, drawings, construction schedules, average size of homes, units, and/or buildings that will be served by natural gas, and any and all other relevant information regarding commercial and residential uses, including but no limited to, proposed natural gas appliances (number and type of appliances per unit, homes, building).
- 2. Review and analysis by Questar Gas' Engineering and/or Pre-Construction Department to determine load requirements. System reinforcement requirements and estimated costs to bring natural gas to the development.

Upon completion of Questar Gas' review of the development's natural gas requirements, agreements will be prepared, as necessary, for high pressure, intermediate high pressure and/or service line extensions required to serve the development. These service extensions must be paid in advance.

To accommodate your construction schedule and provide cost estimates to you, please contact me at your earliest convenience.

Sincerely,

9. The following person(s) are available for consultation:

South Weber Irrigation Company

J-U-B Engineers, Inc.

#### NOTE:

- 1. Starting construction without prior written approval from the irrigation company will result in the irrigation company assessing an additional fee of \$5000.00.
- 2. If inspection costs exceed the fees paid with this application, additional cost will be the responsibility of the Applicant.
- 3. The "will serve letter" will not be completed until the application fee is paid.
- 4. This application is valid for 6 months from the date it is submitted. The Encroachment Agreement must be signed within this 6 month period. Once the Encroachment Agreement is signed, the Applicant has 1 year to complete the work of irrigation company facilities.
- 5. This application cannot be sold to other parties. If the Applicant chooses to sell the property associated with this application, the application is voided and the new owner is required to begin the application process again.

I have read and understand this application.

Signature of applicant

Date

From: Louise Cooper swic6525@gmail.com Subject: Will Serve Letter Date: March 18, 2016 at 10:27 AM To: AIRBNB Poptop05 m.ford8@me.com

## Dear Mike,

When the company president returned from his business trip last night I had him sign the temporary Will Serve Letter. We put the stipulations we had discussed in it and he also reminded me of a few items I had missed. They are as follows:

1. We need two copies of the plans. I will take one of them to our engineers as soon as I get it and have them start to work on them.

2. We need the <u>original</u> shares to transfer them into your name. We keep all original shares from the time the company was organized until now. I will give you the copies and if you want a certificate with your name on it I will give you one. It will be class B shares because you will be transferring them to the new homeowner when the homes are built.

3. Our By-Laws state that we cannot transfer any shares until the assessments are paid by that particular share holder. All the assessments have been mailed out. You can inform them that we can't transfer the shares until they pay their bills or you can work something out with them.

Here is a copy of the wording for the well serve letter that I have delivered to the city.

South Weber City 1600 East South Weber Drive South Weber, UT 84405

Re: Old Maple Farms and Old Maple Village

Hello Mike,

We will be able to provide Internet to your multi-tenant units and also to the 50 homes that you have slated for the same development.

What we will do is put duct work through out the whole project right away so that we can install fiber to the home with Gigabit speeds equal to what Google fiber is doing.

We will finish out the fiber build as soon as the project reaches 65% completed.

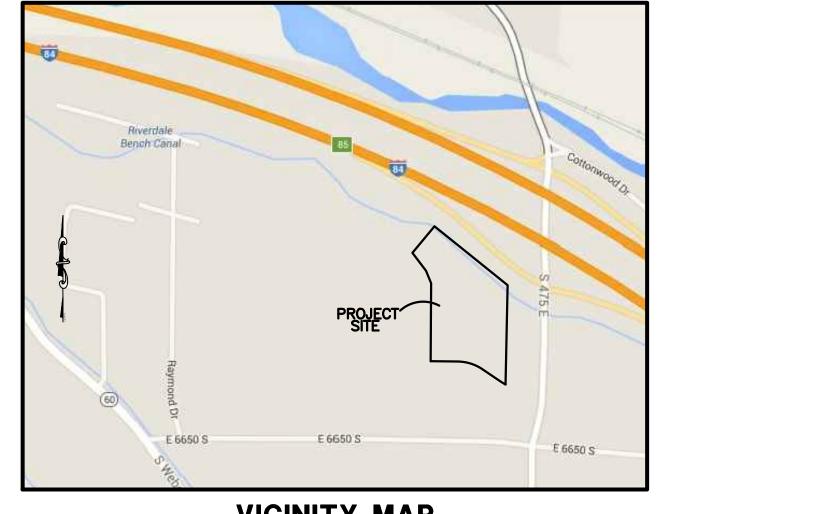
In addition to the above we will be able to provide 25Mbps to each home (right away) as the units are built.

I will contact you here after March 18 and set an appointment up so that we can go over the fine details.

We appreciate the opportunity to service your development. ~Doug Clark 801-695-5551

**DX** Communications Utah's Ultra High Speed Internet Source

PCQ TXOX. COM



VICINITY MAP SCALE: NONE

<b>Townhome Information</b>
TOTAL TOWNHOME UNITS
PHASE 127 UNITS BUILDING #1 (51'x138')7038 S.F. BUILDING #2 (51'x138')7038 S.F. BUILDING #3 (51'x117')5932 S.F. BUILDING #4 (51'x117')5967 S.F. BUILDING #5 (51'x117')5967 S.F.
PHASE 2
PHASE 3

S	Si	te	Э	n	f	0	r	m	<b>a</b>	ti	0	n	
													-

TOTAL PARCEL AREA
BUILDING AREA2.41 ACRES 29.5% HARDSCAPE1.13 ACRES 13.8% LIMITED COMMON0.64 ACRES 7.8% OPENSPACE/COMMON AREA3.99 ACRES 48.9%
OTAL PARKING STALLS

VINYL FENCE

TOWNHOME (1 GARAGE) DRIVEWAY PARKING (1 PER DRIVEWAY)....52

## NOTES

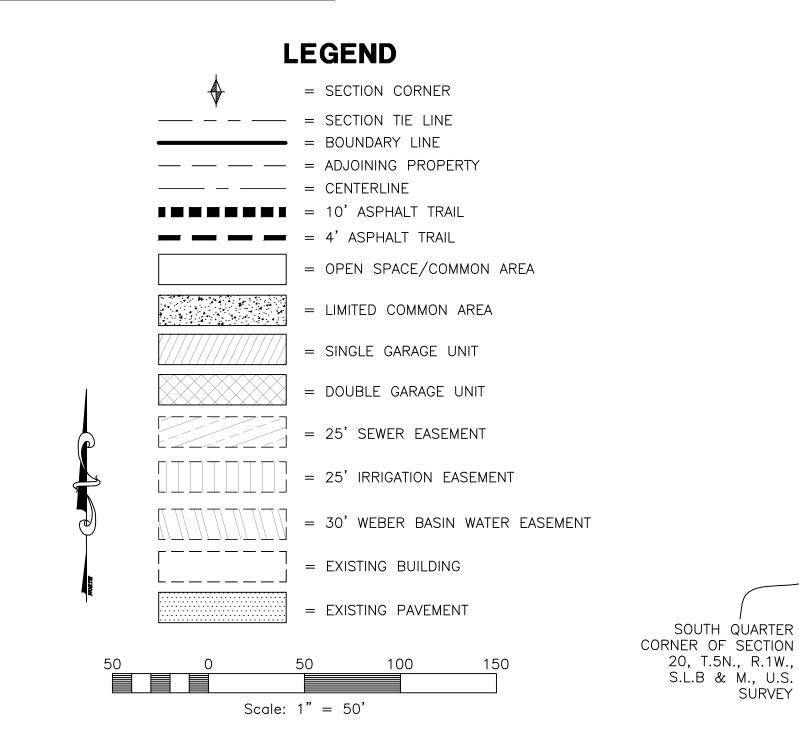
1. PROJECT IS NOT IN A SENSITIVE LAND AREA ACCORDING TO SOUTH WEBER CITY GENERAL PLAN MAP

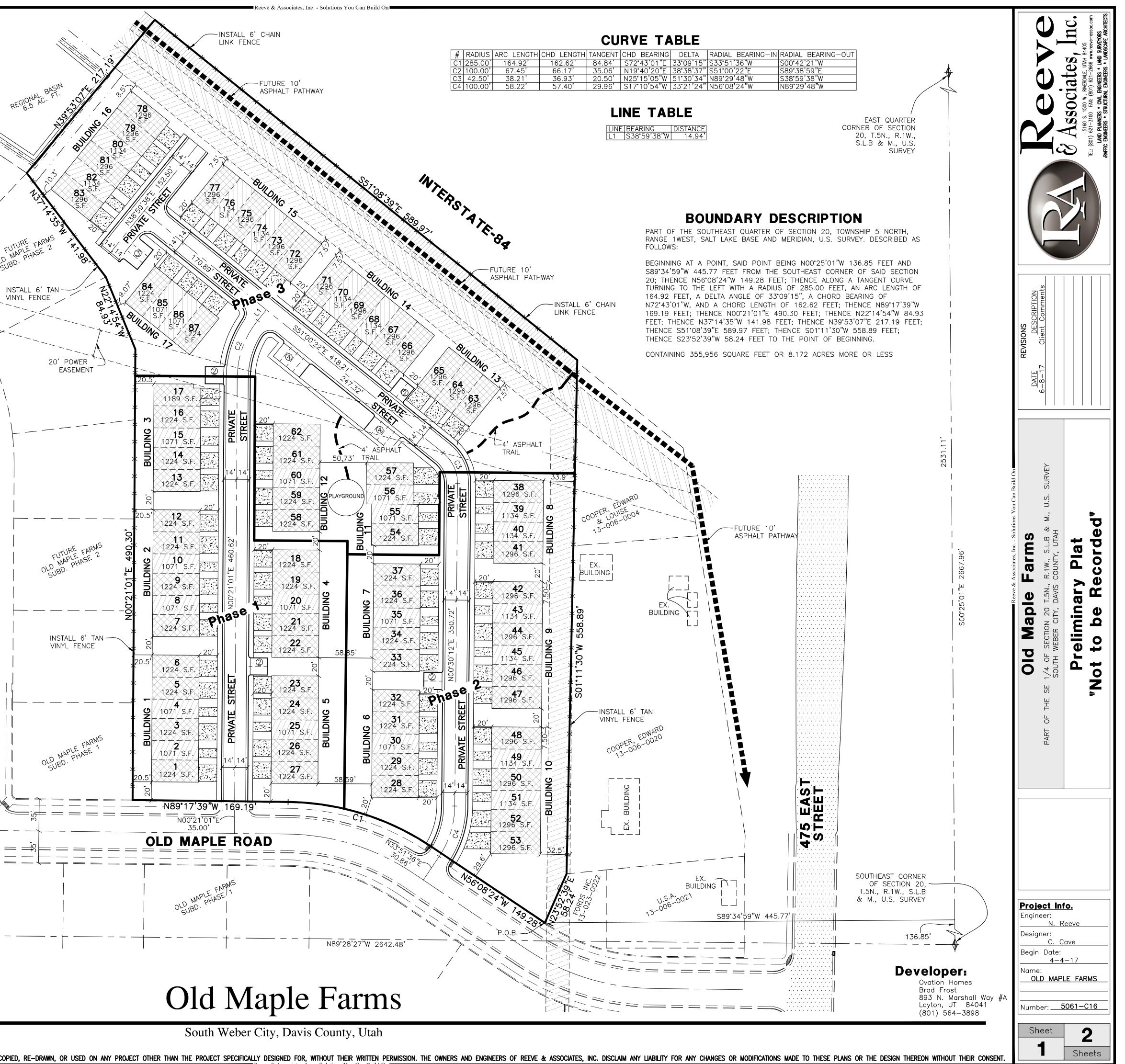
. PROJECT HAS NO WETLAND DELINEATION . PROJECT IS NOT A FLOOD ZONE ACCORDING TO

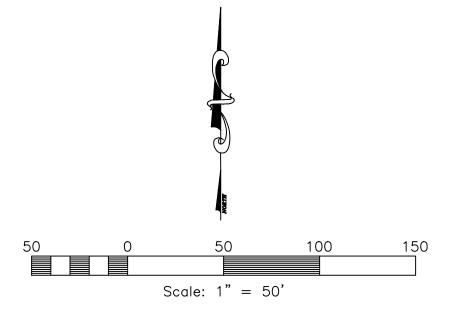
MAP#49011C0088E, DATED JUNE 18, 2007. 4. PLAYGROUND WILL BE CONSTRUCTED IN PHASE 3

5. EACH UNIT WILL HAVE AN INDIVIDUAL GARBAGE TO BE STORED IN THE GARAGE 6. STREETS WILL BE PRIVATE WITH PUBLIC UTILITIES.

7. THERE WILL BE A PUBLIC UTILITY ON EACH SIDE OF THE ROAD (SEE STREET CROSS SECTION ON SHEET 2) 7. "NO ON-STREET PARKING" SIGNS WILL BE PLACE THROUGHOUT THE PROJECT



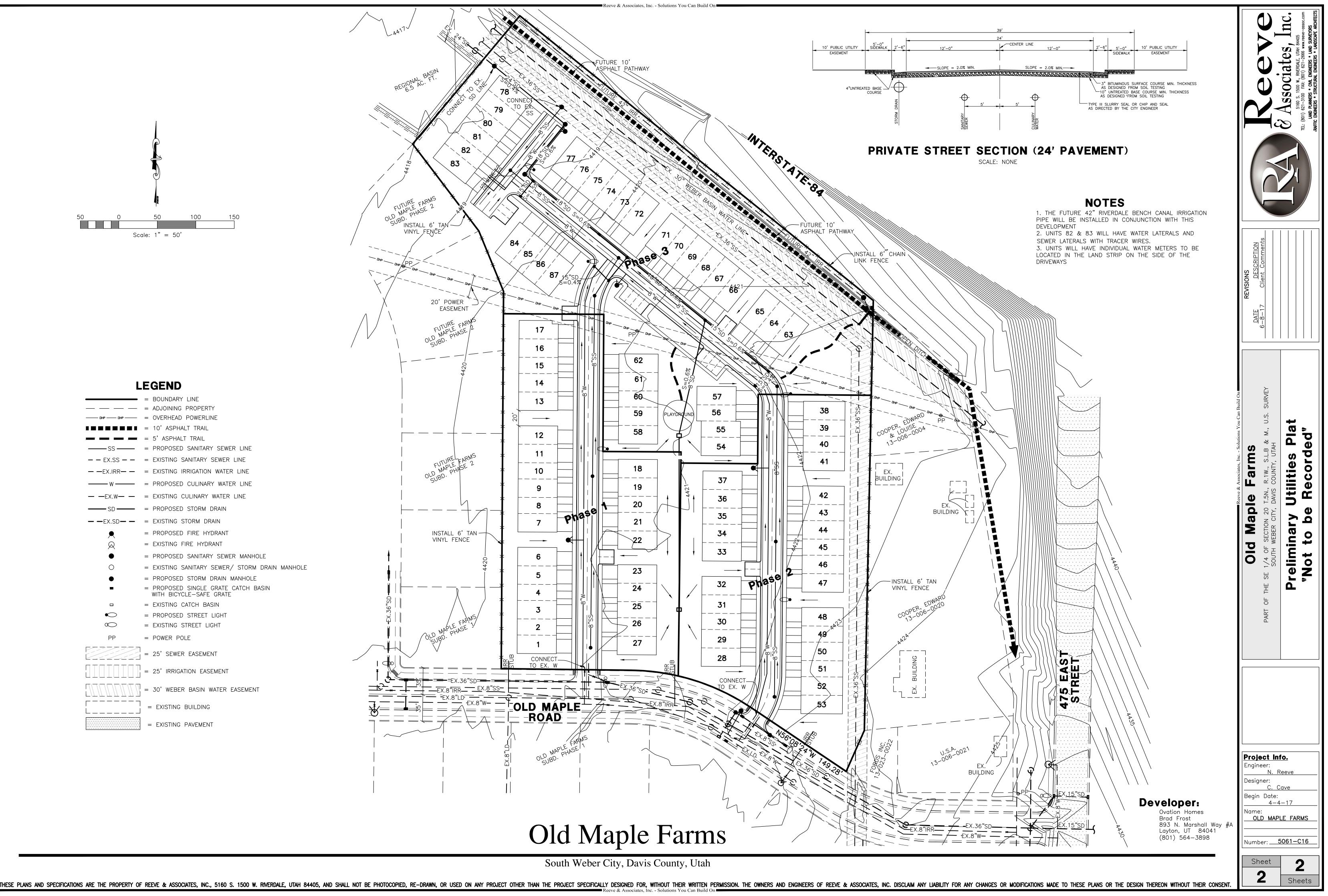




FUTURE FAR MAPLE FAR

## LEGEND

	= BOUNDARY LINE = ADJOINING PROPERTY	
OHP OHP	= OVERHEAD POWERLINE	
	= 10' ASPHALT TRAIL	
	= 5' ASPHALT TRAIL	
SS	= PROPOSED SANITARY SEWER LINE	
— — EX.SS — —	= EXISTING SANITARY SEWER LINE	
— —EX.IRR— —	= EXISTING IRRIGATION WATER LINE	
——— W ———	= PROPOSED CULINARY WATER LINE	
— — EX.W— —	= EXISTING CULINARY WATER LINE	
SD	= PROPOSED STORM DRAIN	
<b>— —</b> EX.SD <b>— —</b>	= EXISTING STORM DRAIN	
×	= PROPOSED FIRE HYDRANT	
R	= EXISTING FIRE HYDRANT	
•	= PROPOSED SANITARY SEWER MANHOLE	
0	= EXISTING SANITARY SEWER/ STORM DRAIN MANHOLE	
•	= PROPOSED STORM DRAIN MANHOLE	
-	<ul> <li>PROPOSED SINGLE GRATE CATCH BASIN</li> <li>WITH BICYCLE-SAFE GRATE</li> </ul>	
	= EXISTING CATCH BASIN	
$\bullet$	= PROPOSED STREET LIGHT	
$\odot$	= EXISTING STREET LIGHT	
PP	= POWER POLE	
	= 25' SEWER EASEMENT	
	= 25' IRRIGATION EASEMENT	
	= 30' WEBER BASIN WATER EASEMENT	
	= EXISTING BUILDING	
······	= EXISTING PAVEMENT	



When recorded return to:

Craig Jacobsen, Esq. 498 North Kays Drive, Suite 230 Kaysville, Utah 84037

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

For The Townhomes at Old Maple Farms, a Community Association South Weber City, Davis County, Utah

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for The Townhomes at Old Maple Farms, a residential community organization (the "Declaration"), is made and executed on this \_\_ day of \_\_\_\_\_\_, 2017, by Capital Reef Management, LLC, a Utah limited liability company (hereinafter "Declarant").

## <u>RECITALS</u>:

A. This Declaration will take effect on the date recorded at the office of the Davis County Recorder (the "Effective Date").

B. Declarant is the owner of certain real property located at approximately \_\_\_\_\_\_\_, South Weber City, in Davis County, Utah and more particularly described as follows (the "Property"):

PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N00°24'04"W 136.74 FEET AND S89°35'56"W 445.79 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE N56°08'24"W 149.28 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 285.00 FEET, AN ARC LENGTH OF 164.92 FEET, A DELTA ANGLE OF 33°09'15", A CHORD BEARING OF N72°43'01"W, AND A CHORD LENGTH OF 162.62 FEET; THENCE N89°17'39"W 169.19 FEET; THENCE N00°21'01"E 490.30 FEET; THENCE N22°14'54"W 84.93 FEET; THENCE N37°14'35"W 141.98 FEET; THENCE N39°53'07"E 217.19 FEET; THENCE S51°08'39"E 589.97 FEET; THENCE S01°11'30"W 558.89 FEET; THENCE S23°52'39"W 58.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 355,956 SQUARE FEET OR 8.172 ACRES MORE OR LESS

C. Declarant desires to subject the Property to the terms of this Declaration. Declarant intends to develop a residential subdivision on the Property pursuant to the Community Association Act, Utah Code Sections 57-8a-101, *et seq.* Declarant will develop and convey all of the building Lots within the Subdivision subject to a general plan of development, and subject to certain protective covenants, conditions, restrictions and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Lots within the Subdivision. The Common Areas are those areas so depicted in the recorded Plat(s), as amended, and as described in this Declaration.

D. Declarant has deemed it desirable, for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the powers to maintain and administer the Common Areas and collect and disburse the assessments and charges provided for in this Declaration and otherwise administer and enforce the provisions of this Declaration. For such purposes, contemporaneously with the recording of this Declaration, Declarant will register with the Utah Department of Commerce, The Townhomes at Old Maple Farms Homeowners Association, Inc. (the "Association").

E. The Association is governed by the terms of this Declaration, the Articles of Incorporation for The Townhomes at Old Maple Farms Homeowner's Association, Inc., and the By-laws for The Townhomes at Old Maple Farms Homeowner's Association, Inc., which are attached hereto as Exhibit "A" and shall be recorded in the Davis County Recorder's Office contemporaneously with the recording of this Declaration.

F. Declarant declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property or any portion thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with each Lot located on the Property, including any additions thereto, and shall be binding upon all persons having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, and its successors in interest; and may be enforced by any Owner and its successors in interest and by the Association.

G. Notwithstanding the foregoing, no provision of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be

among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) installation and completion of the Subdivision Improvements, (2) use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (3) installation and maintenance of signs incidental to sales or construction which are in compliance with applicable City ordinances; and (4) assignment of Declarant's rights under this Declaration in whole or part. This Declaration shall be binding upon the Declarant as well as its successors in interest, and may be enforced by the Declarant, the Association, or by any Owner of a Lot within the subdivision on the Property.

# **COVENANTS, CONDITIONS AND RESTRICTIONS**

# **DEFINITIONS**

Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Declaration, shall have the following meanings:

(A) "Act" means the Community Association Act, Utah Code Ann. Sections 57-8a-101 *et seq*.

(B) "Architectural Review Board" or "ARB" shall mean the architectural review board created by this Declaration, the Bylaws, and/or Articles of Incorporation.

(C) "Assessment" shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in the Governing Documents, regardless of whether said assessment is identified as a regular assessment, special assessment, reserve assessment, capital improvement assessment, fine, late fee or other charge.

(D) "Articles" shall mean the Articles of Incorporation of the Association, as amended from time to time.

(E) "Association" shall mean THE TOWNHOMES AT OLD MAPLE FARMS HOMEOWNERS ASSOCIATION, INC. and as the context requires, the officers and directors of that Association.

(F) "Board" or "Board of Directors" shall mean the duly elected and acting Board of Directors of THE TOWNHOMES AT OLD MAPLE FARMS HOMEOWNERS ASSOCIATION, INC.

(G) "Bylaws" shall mean the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as Exhibit "A."

(H) "City" shall mean South Weber City, Utah and its appropriate departments, officials and boards.

(I) "County" shall mean Davis County, Utah and its appropriate departments, officials and boards.

(J) "Common Areas" shall mean all property, including any and all Detention Basin(s) designated on the recorded Plat(s), including any structures related to the operation or maintenance of any such Detention Basin(s), as being intended ultimately to be owned by the Association for the common use and enjoyment of the Owners, together with all improvements thereon and all of the easements appurtenant thereto. The Association shall maintain the Common Areas.

(K) "Common Expenses" means any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Areas; (B) providing facilities, services and other benefits to Owners as set forth in this Declaration; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the Assessments, charges, fines, penalties and liens imposed pursuant hereto; (E) operating the Association; and (F) creating reserves for any such costs, expenses and liability as required by this Declaration or other applicable laws and ordinances.

(L) "Declarant" shall mean and refer to Capital Reef Management, LLC, a Utah limited liability company, and to its successors or assigns.

(M) "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for The Townhomes at Old Maple Farms, a community organization, together with any subsequent amendments or additions.

(N) "Dwelling" shall mean the residence built or to be built on any Lots, including the attached garage.

(O) "Governing Documents" shall mean this Declaration, Bylaws, Articles, Rules and any other documents or agreements binding upon an Owner.

(P) "Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, dwellings, garages, walkways, retaining walls, driveways, fences, landscaping, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

(Q) "Lot" shall mean any numbered building lot or building pad shown on any official and recorded Plat(s) of all or a portion of the Subdivision.

(R) "Manager" shall mean any entity or person engaged by the Board of Directors to manage the Project.

(S) "Member" shall mean and refer to every person who holds membership in the Association, including an owner and the Declarant as set forth herein.

(T) "Plat(s)" shall mean an official and recorded plat of The Townhomes at Old Maple Farms, when recorded, as approved by the City and recorded in the office of the Davis County Recorder, as it may be amended from time to time.

(U) "Property" shall have the meaning set forth in the recitals.

(V) "Rules" mean any instrument adopted by the Board to govern the Association.

(W) "Subdivision" shall mean all phases of The Townhomes at Old Maple Farms and all Lots, and other property within the Subdivision as shown on the Plat(s) covering the Property.

(X) "Subdivision Improvements" shall mean all subdivision improvements to be installed outside the boundaries of Lots or within easements as identified on the Plat that are necessary to provide public road access and/or private road access and utility service to the Lots, and including other construction work required to comply with any conditions of City or County or other governmental agencies to the approval of the Subdivision or any Plat(s) thereof.

### ARTICLE I

#### EASEMENTS

1.1 <u>Easement Concerning Common Areas</u>. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom, or encumbered, pledged, assigned or otherwise alienated by an Owner. Any Owner may temporarily delegate the right and easement of use and enjoyment described herein to any family member, household guest, contract purchaser, or other person who resides on such Owner's Lot. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Areas except for the necessary parking, access and utility easements for use in common with others.

1.2 <u>Limitation on Easement</u>. An Owner's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

(a) The right of the Association to govern by Rules the use of the Common Areas for the Owners so as to provide for the enjoyment of said Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Lots by every Owner, including the right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Areas;

- (b) The right of the Association to suspend an Owner's right to the use of the Common Areas, or any amenities included therein, for any period during which an Owner is in violation of the terms and conditions of the Governing Documents or delinquent in the payment of a levied assessment or fee.
- (c) The right of the City, County, and any other governmental or quasigovernmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, utility access/installation, and providing any other governmental or municipal service; and
- (d) The right of the Association to dedicate or transfer any part of the Common Areas to any third party for such purposes and subject to such conditions as may be agreed to by unanimous vote of the Board.

1.3 Reservation of Access and Utility Easements. Declarant hereby reserves an easement for access, and utilities (including but not limited to electrical, gas, communication, phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through the Property, together with the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner so as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof. Each Owner in accepting the deed to a Lot expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorneyin-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way.

1.4 <u>Easements for Encroachments</u>. If any part of the Common Areas as improved by Declarant now or hereafter encroaches upon any Lot or if any structure constructed by Declarant on any Lot now or hereafter encroaches upon any other Lot or upon any portion of the Common Area, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any structure on any Lot shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon any other Lot or upon any portion of the Common Area due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

1.5 <u>Easements for Construction and Development Activities</u>. Declarant reserves easements and rights of ingress and egress over, under, along, across and through the Property and the right to make such noise, dust and other disturbance as may be reasonably incident to or necessary for (a) the construction of dwellings on Lots; (b) to maintain sales offices, management offices and models through the Project; (c) to maintain one or more advertising signs on the Common Area, and construction, installation and maintenance thereon of roadways, walkways, buildings, structures, landscaping, and other facilities designed for the use and enjoyment of some or all of the Owners; and (d) construction, installation and maintenance on lands within, adjacent to, or serving the Property of roadways, walkways and other facilities, planned for dedication to appropriate governmental authorities.

1.6 <u>Easement in Favor of Association</u>. The Lots and Common Area are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

- (a) For inspection during reasonable hours of the Lots and Common Area in order to verify the performance by Owners or other persons of all items of maintenance and repair for which they are responsible;
- (b) For inspection, maintenance, repair and replacement of portions of the Common Areas;
- (c) For correction of emergency conditions on one or more Lots or on portions of the Common Areas;
- (d) For the purpose of enabling the Association, the Architectural Review Board or any other committees appointed by the Association or Board of Directors to exercise and discharge during reasonable hours their respective rights, powers and duties; and
- (e) For inspection during reasonable hours of the Lots and Common Area in order to verify that the Owners and occupants, and their guests, tenants and invitees, are complying with the provisions of the Governing Documents.

# **ARTICLE II**

#### **COMMON AREAS**

2.1 The Common Areas shall be and are hereby conveyed to the Association, a Utah non-profit corporation, subject to this Declaration and subject to appropriate access by governmental authorities, including all law enforcement and fire protection authorities.

2.2 The Common Areas consist of areas designated on the recorded Plat(s), including the Detention Basin(s) designated on the recorded Plat(s), including any structures related to the operation or maintenance of any existing Detention Basin(s), together with any rights or way and utilities, as shown on the recorded Plat(s).

2.3 Notwithstanding anything contained in this Declaration to the contrary, all Common Areas appurtenant to each recorded Plat of the Subdivision shall be conveyed to the Association upon recordation of a Plat depicting such Common Areas, reserving a perpetual, nonexclusive easement for ingress and egress and development access across, under, over and upon such roads, rights of way and utilities located on the Property to and from any real property both (i) owned by the Declarant and (ii) located adjacent to or in the same area of the Property. Said easement being reserved to the Declarant, its successors and assigns, is intended hereby to run with the land in perpetuity to burden the Property for the benefit of Declarant's real property located near or adjacent to the Property, subject to the payment of a pro rata share of the costs of maintenance thereof. The Association shall maintain the Common Areas.

# ARTICLE III

#### **OWNERS**

3.1 "Owner" shall mean and refer to one (1) or more Persons who hold the record title to any Lot which is part of the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale and the contract specifically so provides, then the purchaser (rather than the fee Owner) will be considered the Owner. If a Lot is subject to a written lease with a term in excess of one (1) year and the lease specifically so provides, then upon filing a copy of the lease with the Board of Trustees, the lessee (rather than the fee owner) will be considered the Owner.

# ARTICLE IV

#### MEMBERSHIP

4.1 One (1) membership in the Association shall be granted per Lot. No Owner, whether one (1) or more Persons, shall have more than one (1) membership in

the Association per Lot owned. In the event the Owner of a Lot is more than one (1) Person, voting rights and rights of use and enjoyment shall be exercised as provided by this Declaration and as agreed amongst such interest holders. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the Bylaws. The membership rights of a Lot owned by a corporation, partnership or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association, subject to the provisions of this Declarant, as owner of the Undeveloped Land, shall also be granted voting rights as a Class "B" Member, as defined below.

# ARTICLE V

### VOTING

5.1 The Association shall have two (2) classes of voting membership, Class "A" and Class "B", as follows:

- (A) <u>Class "A"</u>. Class "A" Members shall be all Owners with the exception of Class "B" membership, if any. Class "A" membership shall be entitled to one (1) equal vote for each Lot in which they are an Owner. There shall be only one (1) vote per Lot. In any situation where an Owner is entitled personally to exercise the vote for his Lot and more than one (1) Person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those Persons determine among themselves and advise the Board, in writing, prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.
- (B) <u>Class "B"</u>. The Class "B" Member shall be Declarant. In all matters requiring a vote, the Class "B" membership shall receive ten (10) votes for each recorded Lot owned by Declarant. The Class "B" membership shall also be entitled to appoint the members of the Board of Trustees during the Class "B" Control Period.

# ARTICLE VI

#### **CONTROL PERIOD**

6.1 The Class "B" Member Control Period runs until the first of either (1) When the total number of votes for the Class B Member is less than the total number of votes for the Class A Members; or (2) When, at its discretion, the Class B member so

### **ARTICLE VII**

#### **HOMEOWNERS ASSOCIATION**

7.1 The Association has been created to effectively enforce the Governing Documents and shall operate as a non-profit corporation. The Association shall be comprised of the Owners of Lots within the Project, and is established to perform the following functions and exercise the following rights and powers for the benefit of the Owners and the enforcement of the Governing Documents. Membership in the Association is deemed an appurtenance to the Lot, and is transferable only in conjunction with the transfer of the title to the Lot. The Association shall serve as the organizational body for all Owners.

7.2 Enforcement Powers. The Association shall have the power to enforce these covenants by actions in law or equity brought in the name of the Association, and the power to retain professional services needed for the enforcement of the Governing Documents and to incur expenses for that purpose, including but not limited to: (1) record and/or foreclose liens against an Owner's Lot; (2) initiate legal or similar proceedings; (3) impose fines; (4) terminate an Owner's right to utilize Common Area and/or amenities; and (5) any other action or remedy allowed by the Governing Documents or Utah law. The Association shall have the exclusive right to initiate enforcement actions in the name of the Association. However, this shall not limit the individual right of Owner(s) personally to enforce these covenants in their own name. The Association may appear and represent the interest of the Project at all public meetings concerning zoning, variances or other matters of general application and interest to the Owners. Owners may appear individually. The Association shall have the authority to compromise claims and litigation on behalf of the Association resulting from the enforcement of the Governing Documents. In the event that the Association initiates legal action against a specific Lot, an Owner or Owners to enforce the Governing Documents, and the Association prevails in a court of law, then the Association shall have the right to assess the costs of such litigation against the lot(s) or Owner(s) in question. The Board of Directors shall be afforded discretion to utilize its reasonable judgment to determine whether and how to impose fines, record liens, pursue legal action, otherwise enforce the Governing Documents and when/how to settle/compromise claims/disputes.

7.3 <u>Maintenances of Yard, Common Areas by the Association</u>. The Association shall (1) maintain the landscaped areas (excluding driveways) that are part of the Common Area and (2) maintain and operate the Detention Basin(s), if any, to the extent owned by the Association, including any structures related to the operation or maintenance of the Detention Basin(s), an any other Common Areas shown on the Plat or acquired by the Association. The maintenance performed by the Association shall include the removal of snow from all sidewalks and driveways within the Subdivision

and any other Common Area requiring snow removal. The costs for said snow removal shall be a common expense and borne by all Lot Owners. The Association shall have authority to assess its Members for the costs of said maintenance and for restoring any damage to any such property owned by the Association.

7.4 <u>Assessments</u>. Assessments will be made to meet the anticipated and recurring costs, expenses and Common Expenses of the Association. The Association has the power to levy assessments against each Lot as necessary to carry out these functions. An equal assessment shall be levied against all improved Lots. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Lot, be deemed to covenant and agree to pay to the Association the assessments described in these covenants, together with late payment fees, interest and costs of collection (including reasonable attorney fees), if and when applicable.

- (A) All such amounts shall be, constitute and remain: (1) a charge and continuing lien upon the Lot with respect to which such assessment is made until fully paid; and (2) the personal, joint and several obligations of the Owner(s) of such Lot when the assessment becomes due. No Owners may exempt themselves or their Lot from liability for payment of assessments by waiver of their rights in the Common Areas or by abandonment of their Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest and costs of collection (including reasonable attorney fees) which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee therefor.
- (B) The Association may levy special assessments for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by other assessments. No special assessment will be levied without approval of a majority of a quorum of the Owners at a special meeting called for that purpose or upon the written consent of a majority of Owners.
- (C) In addition, the Association may levy a special assessment (1) on every Lot, the Owner or occupant of which causes any damage to the Common Areas necessitating repairs, and (2) on every Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken under the provisions of the Governing Documents. The aggregate amount of any such special assessments shall be determined by the cost of

such repairs, maintenance or enforcement action, including all overhead and administrative costs, and shall be allocated among the affected Lots(s) according to the cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work.

- (D) The Association may levy a reserve fund assessment, as set forth in this article.
- (E) The Association may levy other assessments or fees, as authorized by the Governing Documents.

7.5 Budget. The Board of Directors is authorized and required to adopt a budget for each fiscal year, no later than 30 days prior to the beginning of the fiscal year. The adopted budget shall be presented to the Owners at or before each annual meeting. The Board shall provide a copy of the approved budget to all Owners within 30 days after the adoption of the budget or adoption of a revised budget. The Board may revise the approved budget from time to time as necessary to accurately reflect actual and/or anticipated expenses that are materially greater than previously anticipated. The budget shall estimate and include the total amount for the Common Expenses, shall contain an appropriate amount for reserves, and may include an amount for other contingencies. The budget shall also be broken down into reasonably detailed expense and income categories. Unless otherwise established by the Board, regular Assessments shall be paid in equal monthly installments. The Association shall not borrow money without the approval of at least 67% of a quorum of Owners who attend a meeting to vote on the issue or 67% of all Owners if the vote is completed by written ballet provided to all Owners.

7.6 <u>Reserve Fund Analysis.</u> Following the Class B Control Period, the Board of Directors shall cause a reserve analysis to be conducted no less frequently than every five (5) years to analyze the cost of repairing, replacing or restoring Common Area that has a useful life of three years or more and a remaining useful life of less than 30 years. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

- (A) The Board may not use money in a reserve fund:
  - (i) For daily maintenance expenses, unless a majority of the Owners vote to approve the use of reserve fund money for that purpose;
  - (ii) For any purpose other than the purpose for which the reserve fund was established, unless a majority of the

Owners vote to approve the use of reserve fund money for that purpose; or

(iii) In the event that the Association experiences a surplus in any fiscal year, the Board may elect to place said surplus in the reserve fund account.

7.7 <u>Reserve Fund Account Creation</u>. Based on the results of the reserve analysis, the Board shall create a reserve fund account that is separate and distinct from the Association's general account, into which the Board shall cause to be deposited those Common Area assessments collected from Owners. The amount of the reserve fund assessment shall be a separate line item in the approved budget. The Board shall cause an assessment to be made against all Owners, which assessment shall be collected on the same terms and conditions as other common expenses, in an amount sufficient to fund the reserve fund according to the findings of the reserve analysis.

7.8 <u>Transfer Fee</u>. The Board shall have power to levy a one-time transfer fee when a change in ownership of a Lot occurs in an amount to be determined by the Board, but no more than a maximum fee of \$450.00

7.9 <u>Date of Commencement of Assessments on Improved Lots.</u> There shall be no assessments on Lots held by the Declarant or its preferred and designated builder, until thirty days after South Weber City has issued a certificate of occupancy. As to all other Lots, the assessments provided for herein shall commence as to each fully improved Lot (having received a certificate of occupancy) on the first day of the first month following: (i) the date of conveyance of the Lot to the Owner; or (ii) the effective date of the first budget, whichever is later. Assessments shall be due and payable in a manner and on a schedule as the Board may provide.

7.10 <u>Assessments on Unimproved Lots.</u> There shall be no assessments on unimproved Lots.

7.11 <u>Fines.</u> The Association shall have the power to assess a fine against an Owner (or a Lot) for a violation of the terms and conditions of the Governing Documents in accordance with the requirements of the Act.

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7.12 <u>Hearing Process.</u> The Board shall have authority to create a reasonable hearing process applicable when the Association takes an adverse action related to any particular Owner or Lot.

7.13 <u>Association Rules</u>. The Board from time to time and subject to the provisions of this Declaration may adopt, amend, repeal and enforce rules and regulations governing, among other things, (a) the use of the Common Areas; (b) the use of any facilities owned by the Association; (c) the collection and disposal

of refuse; (d) the maintenance of animals on the Property; (e) other matters concerning the use and enjoyment of the Property and the conduct of residents; and additional architectural guidelines, as deemed necessary by the Board. Any rules promulgated by the Board may not contradict the Governing Documents. All rules adopted by the Board shall be provided to all Owners within thirty (30) days of their adoption.

7.14 <u>Statement of Account</u>. Any Owner may request the Association to provide a statement of his account to any lender or prospective buyer of that Lot showing the assessments to be paid in full, or the amount of any past due assessments. The Buyer or Lender for whom such statement was prepared will be entitled to rely on its accuracy, and will not be held liable for any amounts now shown on the statement. The Association may charge a fee, not to exceed \$50.00 for providing such statements.

7.15 <u>Availability of Documents.</u> The Board may adopt a record retention or other document management policy.

7.16 <u>Indemnity of Association Board and Officers</u>. The Association will indemnify the officers, agents and Board of the Association against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties and responsibilities of their office under this Declaration.

7.17 <u>Election</u>. The elections for members of the Board of Trustees, or any other matter which is presented to the Association, each Owner, including the Declarant, shall be entitled to cast one vote for each Lot he or she owns. In the case of a Lot with multiple Owners, the Owners will agree among themselves how the vote applicable to that Lot will be cast, and if no agreement can be reached, no vote will be received from that Lot. Any of the multiple Owners appearing at the meeting in person or by proxy is deemed to be acting with proper authority for all the other Owners of that Lot unless the other Owners are also present or have filed written objections to that Owner's representation of the other Owners of the Lot in question.

7.18 <u>Notice of Election, Notice of Meeting</u>. Notice of any meeting for the election of members to the Board of Trustees or for any other purpose shall be sent to the Owners at their last known address provided to the Board or Declarant. If an Owner has failed to provide such information, there shall be no obligation on the part of the Board or the Declarant to search for a contact address. Notice will be mailed not less than 21 days, nor more than 60 days in advance of the meeting. Any notice will state the purpose of the meeting, and the time, date and place of the meeting. At any such meeting, a quorum will exist if 51% of the voting rights are present. Those present at the continued meeting will be given by mail, and at the subsequent continued meeting, a quorum will consist of those members present. The Chairman of the Board will give

notice of any meetings, and will chair meetings of the Owners.

7.19 <u>Special Meeting</u>. When circumstances warrant, a special meeting of the Owners may be called by the Board of Trustees or by 10% of the Lot owners in the Subdivision. No business may be conducted at a special meeting without a full quorum of the 51% voting rights of the Lots being present in person or by written proxy.

7.20 <u>Number of Board, Officers, Term of Office</u>. Unless otherwise provided in the By-Laws of the Association, there shall be three members of the Board of Directors, who will serve for terms of three years, or until their successors have been elected. At such time as the first Board of Directors is named, which may by appointment by the Declarant or by election from among the Members, the Trustees will draw lots to divide themselves into terms of one, two and three years. Members of the Board of Directors may serve consecutive terms, and may also serve as officers of the Association. The Declarant may appoint not only the first Board of Directors, but also the officers, who shall be Board members and shall consist of a President, Vice-President and Secretary/Treasurer. Once appointed or elected, that officer shall serve in that capacity for the duration of his/her term as a Director.

7.21 <u>Independent Accountant</u>. The Association may retain the services of an independent accountant to assist the Board of Trustees and Officers to maintain accurate financial records of the Association.

7.22 <u>Professional Management.</u> The Board or Declarant may also retain the services of a professional property manager to assist in any and all aspects of management that otherwise would be performed by the Board or Declarant.

# ARTICLE VIII

# NON-PAYMENT OF ASSESSMENTS AND REMEDIES

8.1 <u>Delinquent Assessment.</u> Any assessment not timely paid shall be delinquent and the Association may invoke any and all remedies to recover said delinquent assessments including by suit, judgment, lien, foreclosure, or other remedy authorized by the Governing Documents or the Act.

8.2 <u>Due Date, Charges and Interest.</u> Unless otherwise established by the Board, monthly assessments shall be due and payable on the first of each month and late if not received by the tenth of each month. The Board may charge a late fee in an amount set by the Board, but not to exceed \$50, for each unpaid or late assessment. In addition to late fees, interest shall accrue on all unpaid balances, including prior, unpaid interest and attorney fees (resulting in compounding interest), late fees, and assessments at 18% per annum or 1.5% per month. The Board may also impose other reasonable

charges related to collection.

8.3 <u>Lien.</u> Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior to all other liens, except: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (2) the lien or charge of any first or second Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

8.4 <u>Foreclosure.</u> The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged had such Lot not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same.

8.5 <u>Other Remedies.</u> All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against the Owner or other obligee personally. Any attorney fees or costs incurred in these efforts shall also be assessed against the Owner, the respective Lot, and/or other obligees jointly and severally.

8.6 <u>Attorney Fees.</u> In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents.

8.7 <u>Appointment of Trustee.</u> The Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a- 4022 to Craig T. Jacobsen, Esq.a licensed member of the Utah State Bar, or his duly qualified designee, with power of sale, any Lot and all improvements thereon for the purpose of securing payment of Assessments under the terms of this Declaration.

# ARTICLE IX

# SUBORDINATION OF THE LIEN TO INSTITUTIONAL FIRST AND SECOND MORTAGES

9.1 The lien of assessments, including interest, late charges (subject to the limitations of Utah law), and costs (including attorney fees) provided for herein, shall be subordinate to the lien of any institutional first or second Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of an institutional first or second Mortgage, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer; provided, that to the extent there are any proceeds of the sale on foreclosure of such Mortgage or by exercise of such power of sale in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such Mortgage, the lien shall apply to such excess. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding an institutional first or second Mortgage of record or other purchaser of a Lot obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Lots, including such acquirer, its successors and assigns. No foreclosure, sale or transfer shall relieve any Owner who was the Owner prior to such foreclosure, sale or transfer from personal liability for any assessments due and owing prior to such foreclosure, sale or transfer.

# ARTICLE X

# USE RESTRICTIONS AND MAINTENANCE OBLIGATIONS

10.1 <u>Single Family.</u> All Lots shall be used only for single-family residential purposes, and no more than one Dwelling shall be constructed on any Lot.

10.2 <u>Owner Occupied</u>. With the exception of those Lots owned by the Declarant, a principal of Declarant or Declarant's preferred builder (the "Declarant Owners"), all Dwellings are intended to be Owner occupied and leasing, renting or occupation of Dwellings by non-Owner occupants shall be prohibited. Declarant Owners may continue to own up to four Lots for the express purpose of leasing the Dwellings to tenants. If and when Declarant Owners have conveyed any of their four leasable Dwellings, such Dwellings shall be restricted to Owner occupation, the same as all other Dwellings within the Subdivision. Notwithstanding the foregoing restrictions, the Board of Directors, in its sole discretion, may make exceptions in the following circumstances:

- (A) A Dwelling owned by a person serving in the military may be non-Owner occupied for period in which the Owner is deployed;
- (B) A Dwelling to be occupied by an immediate family member of the Owner of the Dwelling;
- (C) A Dwelling whose Owner was relocated by the Owner's employer for a period of not more than two years;
- (D) A Dwelling owned by an Owner who uses the Dwelling as a primary residence and due to health reasons will be living in rehabilitation or other long-term healthcare facility for one year or more;
- (E) A Dwelling owned by a trust or other entity created for estate planning purposes, when occupied by a person intended to benefit from the estate planning vehicle; and
- (F) Other limited exceptions for extenuating circumstances, as determined by the Board of Directors, in its sole discretion.

10.3 <u>Zoning Regulations/ Ordinances.</u> The lawfully enacted zoning regulations and ordinances of the City and/or County, and any building, fire, and health codes are in full force and effect in the Project. No Lot may be occupied in a manner that is in violation of any applicable statute, law or ordinance.

10.4 <u>Licensed Contractor</u>. Unless the Architectural Review Board gives a written waiver of approval to an Owner, no Improvement may be constructed, remodeled or altered on any Lot except by a licensed contractor, duly qualified and licensed by the appropriate governmental authorities.

10.5 <u>No Mining Uses</u>. The property within the Subdivision shall be used for residential purposes only, and no mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted.

10.6 <u>No Business or Commercial Uses.</u> 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, or other builders, 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 or occupied in the Subdivision, whichever occurs later, or (b) the use by any Owner of his/her Lot for a home occupation pursuant to City or County ordinance. Businesses, professions or trades may not require heavy equipment or create a nuisance within the Project, and may not noticeably increase the traffic flow to the Project.

10.7 <u>Livestock, Poultry and Pets</u>. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any

commercial purpose and are restricted to the owner's control; provided further that no more than two such household pets shall be kept on any lot. "Control," for the above purposes shall mean that the animal is kept on a leash or lead, within a vehicle, within the residence of the owner, or within fenced confines on the premises of the owner. Fierce, dangerous or vicious animals or animals that cause a nuisance by barking or other offensive activity shall not be permitted. The Board of Directors is empowered to order the removal of any animal that is deemed to be dangerous or vicious, and may levy a recurring penalty upon an Owner who does not comply with such order.

10.8 <u>No Hazardous Activity</u>. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners' insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than property supervised and contained barbecues).

10.9 <u>No Noxious or Offensive Activity</u>. No noxious or offensive activity shall be carried out on any Lot, including the creation or loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

10.10 <u>Automobiles and Other Vehicles</u>. No automobiles, trailers, boats, R.V.'s, or other vehicles are to be parked or stored on the front street, side street or anywhere else constituting Common Area.

10.11 <u>No Unsightliness</u>. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of any Dwelling unit or addition); open storage or construction equipment; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from any other Lot or any public street.

10.12 <u>No Annoying Lights</u>. Other than lighting incorporated into the final plat or a governing development agreement, outdoor lighting shall be subject to approval by the Architectural Committee, and no outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City.

10.13 <u>No Annoying Sounds</u>. No speakers, windbells, windchimes, or other noise making devices may be used or maintained on any Lot which create noise that

might reasonably be expected to be unreasonably or annoyingly loud to adjoining Lots, except for security or fire alarms.

10.14 <u>Sewer Connection Required</u>. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling units must be connected to the sanitary sewer system.

10.15 <u>No Fuel Storage</u>. No fuel oil, gasoline, propane (except one propane tank that is part of an outdoor gas barbecue grill), or other non-portable fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational.

10.16 <u>No Transient Lodging Uses</u>. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, a bed and breakfast, or other uses for providing accommodations to travelers. No leases of any Dwelling on a Lot shall be for a period of less than 30 days. No Dwelling on a Lot shall be subjected to time interval ownership.

10.17 <u>Restriction on Signs.</u> The Subdivision may be identified by permanent signs to be installed by Declarant or at Declarant's direction. No signs will be permitted on any Lot or within the Subdivision, except for traffic control signs placed by the City, temporary signs warning of some immediate danger, or signs not in excess of eight square feet identifying the contractor and/or architect of any Dwelling while it is under construction. Signs indicating the Lot is for sale may be placed in accordance with City sign regulations, and no such sign may exceed eight square feet. The Declarant may erect signs and other advertising material at the entrances to the Subdivision announcing the availability of Lots and giving sales information. No permanent signs stating the address or the name of the Owner of any Lot may be installed without the advance consent of the Architectural Review Board.

10.18 <u>Completion Required Before Occupancy.</u> No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City and/or County.

10.19 <u>Dwelling to be Constructed First.</u> No garage, out building or other Improvement may be constructed prior to the construction of the Dwelling on the Lot.

10.20 <u>Underground Utilities.</u> All gas, electrical, telephone, television, and any other utility lines in the Project are to be underground, including lines within any Lot

which service installations entirely within that Lot. No above-ground propane tanks may be installed on any Lot.

10.21 <u>Sewer Connection Required.</u> All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling units must be connected to the sanitary sewer system.

10.22 <u>Drainage.</u> No Owner shall alter the direction of natural drainage from his/her Lot without first using reasonable means to dissipate the flow energy. The Owners shall be responsible to maintain their rear yard drains so as to ensure proper drainage of both their privately owned property and Common Area. If necessary at a future date to maintain proper drainage of Common Area, the Association will be entitled to seek permission to connect to or extend the rear yard drains, which permission shall not be unreasonably refused, provided that the Association pays for all related work and restoration.

10.23 <u>No Transient Lodging Uses.</u> The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, a bed and breakfast, or other uses for providing accommodations to travelers. No leases of any Dwelling on a Lot shall be for a period of less than 90 days. No Dwelling on a Lot shall be subjected to time interval ownership.

- 10.24 <u>No Re-Subdivision</u>. No Lot may be re-subdivided.
- 10.25 <u>Combination of Lots.</u> No Lot may be combined with another Lot.

10.26 <u>Construction</u>. No Dwelling or structure shall be permitted to remain incomplete for a period in excess of one (1) year from the date of commencement of construction unless any delays are approved in writing by the Architectural Review Board. Declarant is exempt from this restriction.

10.27 <u>Repair by Association</u>. In the event that an Owner permits his Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. In addition, each Owner hereby grants to the Association a lien on the Lot and any improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages or pursuant to the rights provided the Association in the Governing Documents. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Lot in question. Unpaid amounts will bear interest from the date advanced at the rate of 18% per annum or 1.5% monthly.

10.28 <u>Alterations of Exterior Appearance</u>. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Architectural Review Board. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint color or materials will be made without the advance consent of the Architectural Review Board.

10.29 <u>Repair Following Damage</u>. In the event of casualty loss or damage to the improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Architectural Committee, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent injury or dangerous conditions following loss or damage, before re-construction begins. Such temporary measures may be taken without the consent or approval of the Architectural Committee, provided that any such measure must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

# ARTICLE XI

# INSURANCE

11.1 <u>Casualty Insurance.</u> The Board, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Areas. If blanket all-risk coverage is not available, then at a minimum, an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction to the Common Areas and Limited Common Areas from any insured hazard.

11.2 <u>Liability Insurance.</u> The Board, or its duly authorized agent, shall also obtain a public liability policy covering the Common Areas and Limited Common Areas,

the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, their invitees, guest, successor or assigns. The public liability policy shall be in an adequate amount as determined by the Board from time to time.

11.3 <u>Premiums.</u> Premiums for all insurance on the Common Areas and Limited Common Areas shall be Common Expenses of the Association and shall be included in the Base Assessment.

11.4 <u>Name of the Association.</u> All insurance coverage obtained by the Board of Trustees shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in below. Such insurance shall be governed by the provisions hereinafter set forth:

(A) All policies shall be written with a company licensed to do business in Utah which holds a Best's rating of A or better and is assigned a financing size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or if not available, the most nearly equivalent rating.

(B) All policies on the Common Areas and Limited Common Areas shall be for the benefit of the Association, its Members, and Mortgagees providing construction financing on the Common Areas and Limited Common Areas.

(C) Exclusive authority to adjust losses under policies obtained by the Association on the Property shall be vested in the Association's Board of Trustees; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(D) In no event shall the insurance coverage obtained and maintained by the Association's Board of Trustees hereunder be brought into contribution with insurance purchased by individual Owners, occupants or their Mortgagees.

(E) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction along the Wasatch Front, State of Utah area.

(F) The Association's Board of Trustees shall be required

to make every reasonable effort to secure insurance policies that will provide for the following:

> (i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Trustees, its manager, the Owners, and their respective tenants, servants, agents, and guests;

> (ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of any one or more individual Owners;

(iv) a statement that no policy may be canceled, subject to non- renewal on account of the conduct of any Trustee, officer, or employee of the Association or its duly authorized manager without prior demand, in writing, delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or any Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

11.5 <u>Worker's Compensation.</u> In addition to the other insurance required by this section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law; the Board's and officers' liability coverage, if reasonably available, a fidelity bond or bonds on the Board, officers, employees, and other Persons handling or responsible for the Association's funds, if reasonably available, and flood insurance, if required. The amount of fidelity coverage shall be determined in the Board's best business judgment. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

#### **ARTICLE XII**

#### **DAMAGE & DESTRUCTION**

12.1 <u>Claims of Adjustment.</u> Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas and Limited Common Areas covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas and Limited Common Areas. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Areas and Limited Common Areas to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

12.2 <u>Repairs Mandatory.</u> Any damage or destruction to the Common Areas and Limited Common Areas shall be repaired or reconstructed unless the Members, representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct, and West Bountiful City approves such decision in writing. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas shall be repaired or reconstructed; provided, however, this provision shall not apply to construction Mortgagees providing construction financing for such damaged property.

12.3 <u>Unrepaired Common Area.</u> In the event, that it should be determined that the damage or destruction to the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Common Areas shall be restored to their natural state and maintained by the Association, in a neat and attractive condition.

#### ARTICLE XIII

#### **DISBURSEMENT OF PROCEEDS**

13.1 If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Areas and Limited Common Areas shall be retained by and for the benefit of the Association and placed in a capital

improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and the Mortgagee(s) as their interest may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Lot and may be enforced by such Mortgagee.

#### ARTICLE XIV

#### **REPAIR AND RECONSTRUCTION ASSESSMENT**

14.1 If the damage or destruction to the Common Areas and Limited Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Trustees shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners on the same basis as provided for Base Assessments. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

### ARTICLE XV

#### CONDEMNATION

15.1 Whenever all or any part of the Common Areas and Limited Common Areas shall be taken (or conveyed in lieu of a taking) or is under threat of condemnation by any authority having the power of condemnation/eminent domain, the Board, acting on the written direction of Members representing at least seventy five (75%) percent of the total Association vote, is entitled to act on behalf of the Association to defend or settle the taking proceeding. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: if the taking involves a portion of the common areas on which improvements have been constructed, then, unless within sixty (60) days after such taking Declarant and Members representing at seventy-five percent (75%) of the total vote of the Association shall otherwise agree (and West Bountiful City approves such decision in writing), the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If the taking does not involve any improvements of the Common Areas and Limited Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Trustees of the Association shall determine.

# ARTICLE XVI

### SOUTH WEBER CITY AS THIRD-PARTY BENEFICIARY

South Weber City is a third-party beneficiary to all provisions of this Declaration and shall have all of the benefits and rights of the Association, the Board of Directors and any Owner to enforce all provisions of this Declaration.

# **ARTICLE XVII**

# **ARCHITECTURAL REVIEW BOARD**

17.1 <u>Purpose</u>. It is the intention and purpose of this Declaration to impose architectural standards on the improvements to any Lot of a type and nature that result in buildings which are architecturally compatible in terms of lot coverage, proportion, materials, colors and general appearance. To accomplish this goal, the Declarant hereby establishes the Architectural Review Board, which is empowered to oversee and enforce the Architectural Design Standards set forth in this Declaration.

17.2 <u>Architectural Review Board Created.</u> The Architectural Review Board ("ARB") will consist of three members, at least two of whom shall be members of the Board of Directors of the Association. The initial ARB will consist of three people appointed by the Declarant, who do not need to be Owners. At the time that all Lots on the Property have been built on, all of the members of the ARB will be elected by the Owners; however, the ARB may wish and is authorized to retain a qualified planning, design or architectural professional to handle the day to day work of the ARB.

17.3 <u>Approval by ARB Required.</u> No Improvements of any kind will be made on any Lot without the ARB's prior written approval. Approval of the ARB will be sought in the following manner:

- (A) <u>Plans Submitted.</u> Two complete sets of the plans for the construction of any new Dwelling or Improvements must be submitted to the ARB for review. In the case of an addition or modification of an existing Dwelling, the ARB may waive any of the foregoing it feels are unnecessary to its review of the remodel or addition.
- (B) <u>Review.</u> Within 30 days from receipt of a complete submission, the ARB will review the plans and make an initial determination whether or not the plans comply with the conditions imposed by the Declaration. If they do not, the plans will be rejected. If they are in compliance, the ARB will approve the plans. The ARB may also approve the plans subject to specific

modifications or conditions. Owners may desire to submit preliminary plans for review. The ARB will review preliminary plans, and make its comments known to the Owner provided, however, that no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission. Upon approval, the ARB will sign a copy of the plans, one of which shall be left with the ARB. No construction that is not in strict compliance with the approved plans will be permitted.

(C) <u>Failure to Act.</u> If the ARB has not approved or rejected any submission within 45 days after submission of complete plans, the submission is deemed to have been disapproved. If the plans are disapproved as a result of the ARB's failure to act, then the applicant may send, by certified mail, return receipt requested, notice to any member of the ARB that if the plans are not either approved or disapproved, as submitted, within 15 days from the date the notice is MAILED, then the plans will be deemed to be approved. If within such 15 day period, the ARB fails to respond to the notice by either approving or disapproving the plans, then the plans will be deemed to have been approved; provided, however, that the submission and Improvements do not, in fact, violate any conditions imposed by the Governing Documents.

17.4 <u>Variances.</u> Variances to the design standards contained in this Declaration may be granted when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot, provided, however, that any variance granted is consistent with the intent of the Governing Documents. The ARB cannot grant any variance that has the effect of modifying applicable zoning or building code regulations. The burden of obtaining a variance is entirely on the applicant.

17.5 <u>General Design Review.</u> The ARB will use its best efforts to provide a consistent pattern of development, and consistent application of standards of the Governing Documents. These standards are, of necessity, general in nature, and it is the ARB's responsibility to apply them in a manner that results in a high quality, attractive and well-designed community.

17.6 <u>Declarant, Board and ARB not Liable.</u> The Declarant, the members of the Board of Directors, and the ARB members shall not be liable to the applicant or to the Owners of any Lots within the Subdivision for their actions, inactions, or approval or disapproval of any set of plans submitted to the ARB for review. Each Owner has an equal right to enforce these covenants against every other Owner, and may independently seek redress against another Owner if he/she believes such Owner has failed to comply with Governing Documents.

17.7 <u>Limitations on Review.</u> The ARB's review is limited to those matters expressly granted in this Declaration. The ARB shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the ARB prior to construction.

17.8 <u>Exclusion of Declarant.</u> Neither Declarant nor its assign/designated builder are subject to any review or conditions imposed upon other Lot owners by the ARB. Declarant and its designated builder need not receive any approval from the ARB

# ARTICLE XVIII

# ARCHITECTURAL RESTRICTIONS ON IMPROVEMENTS

18.1 <u>Number of Dwellings.</u> Only one Dwelling may be constructed on any Lot.

18.2 <u>Attached Garage.</u> All Dwellings shall have an attached garage for at least one car and a maximum of two cars, unless prior written approval of the ARB is first obtained.

18.3 <u>Architectural Standards</u>. All Dwellings in the Subdivision will be singlestory buildings with a maximum height of thirty (30) feet and a minimum square footage of 1500 square feet of living area (not including the garage). Each Dwelling shall use the following types of exterior construction materials: brick, rock, stucco, or hardy board. The front, or street-facing façade of each home, shall have 50% brick or rock masonry. Vinyl siding shall not be allowed.

18.4 <u>Out Buildings.</u> No storage building, out building, or habitable structure may be permitted on any Lot unless prior written approval of the ARB is first obtained.

18.5 <u>Construction Completion</u>. When construction has started on any residence or other structure, work thereon must be completed within twelve months, weather permitting.

18.6 <u>Windows</u>. All windows must be of at least double pane. No mirrored or reflective glass may be used.

18.7 <u>Antennas.</u> All antennas must be enclosed within the Dwelling. If possible, any satellite dishes must be located and screened in a manner so that they are not directly visible from adjoining Lots or streets. Solar panels will be permitted only with the consent of the ARB, and if permitted at all, must lie flat against the roof

and may not differ in pitch or color from the roof surface on which they are mounted.

18.8 <u>No Used or Temporary or Prefab Structures.</u> No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot. No prefabricated housing may be installed or maintained on any Lot.

18.9 <u>Driveways.</u> Every garage shall be serviced by a driveway, which shall be of sufficient width and depth so as to park two vehicles side by side completely out of the street right of way for two-car garage units and one vehicle out of the street right of way for single-car units. However, as required by other sections of this Declaration, only one (1) automobile is allowed to be parked in the driveway. All driveways are to be constructed of concrete. No other driveway materials will be allowed unless prior written approval of the ARB is first obtained.

18.10 <u>Finished Lot Grading.</u> Lot owners and builders are responsible to complete the final grading of the entire lot so that the finish grading complies with City ordinance, lender requirements and proper water control, as well as any applicable master grading plan for the entire Development, as opposed to a slope plan determined solely for that particular Lot.

18.11 <u>All Dwelling Construction is Subject to Prior Approval by the</u> <u>Architectural Committee.</u> Prior to construction, all dwelling plans must be reviewed and approved by the ARB, as set forth in Article XVII, above, and all dwelling construction must meet Architectural restrictions and architectural guidelines and the other requirements of these Covenants.

18.12 <u>Landscaping</u>. All landscaping for the Development shall conform to the final plat and construction drawings approved by South Weber City. The HOA will maintain all landscaping and perimeter fencing.

# ARTICLE XIX

# ANNEXATION

19.1 <u>Annexation</u>. Additional phases of the Townhomes at Old Maple Farms may be added to the Property pursuant to the following procedures, and subject to the limitations as follows:

19.2 <u>Annexation by Declarant</u>. Declarant may from time to time and in its sole discretion expand the Property subject to this Declaration by the annexation of all or part of contiguous land that currently is undeveloped or not zoned for PUD.

19.3 <u>No Obligation to Annex or Develop.</u> Declarant has no obligation hereunder to annex any additional land to the Property or to develop or preserve any

portion of any additional land in any particular way or according to any particular time schedule. No land other than the Property, as defined on the date hereof and land annexed thereto in accordance with the terms of this Article shall be deemed to be subject to this Declaration, whether or not shown on any subdivision plat or map filed by Declarant or described or referred to in any documents executed or recorded by Declarant.

# ARTICLE XX

### **OTHER PROVISIONS**

20.1 <u>Violation Deemed a Nuisance</u>. Any violation of these Covenants which is permitted to remain on the Property is deemed a nuisance, and is subject to abatement by the Association or by any other Owner.

- (A) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot), by any other Owner, or by the Association as an association of property owners. In any action brought to enforce these Covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including attorney fees and costs of court.
- (B) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. This Declaration is to be construed as being in addition to those remedies available at law.
- (C) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.
- (D) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

20.2 <u>Severability</u>. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining Covenants shall remain in full force and effect.

20.3 Limited Liability. Neither the Declarant, the Board, the ARB nor its

individual members, nor any other Owner shall have personal liability to any other Owner for actions or inactions taken under these Covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority, under these Covenants, and without malice.

20.4 <u>Amendment.</u> During the Class B Control Period, the Declarant can modify the covenants set forth herein without a vote of other Members; thereafter, these covenants can be modified by the affirmative vote of the Members representing sixty-seven (67%) percent of the total votes of the Association.

20.5 <u>Constructive Notice.</u> All persons who own, occupy or acquire any right, title or interest in any Lot in the Subdivision are conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the Covenants, Conditions and Restrictions against their Lot, whether or not there is any reference to this Declaration in the instrument by which they acquire their interest in any Lot.

20.6 <u>Notices</u>. All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not, provided that any mailed notice must be postage pre-paid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

20.7 <u>Liberal Interpretation</u>. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Subdivision. Paragraph headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

20.8 <u>Mortgagee Protection Provision</u>. The breach of any of the foregoing covenants shall not defeat or render invalid the lien of any mortgage or deed of trust lien on the Property that is made in good faith and for value; provided, however, that all of the covenants contained herein shall be binding upon and effective against any owner of a Lot whose title thereto is acquired by foreclosure, trustee's sale or other foreclosure proceeding, from and after the date of such foreclosure, trustee's sale or other foreclosure proceeding.

# **Executed on the date stated above**

Capital Reef Management, LLC A Utah limited liability company

By:

Brad Frost Its: Managing Member

# STATE OF UTAH ) : ss COUNTY OF DAVIS )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared before me Brad Frost, who being by me duly sworn, did say that he is a Managing Member of Capital Reef Development, LLC, a Utah Limited Liability Company, and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority and said member duly acknowledged to me that said Limited Liability Company executed the same.

Notary Public

Residing at:

My Commission Expires:\_\_\_\_\_



# **MEMORANDUM**

TO: South Weber City Planning Commission

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

manim

CC: Barry Burton – South Weber City Planner Mark Larsen – South Weber City Public Works Director Elyse Greiner – South Weber City Recorder

# RE: OLD MAPLE FARMS TOWNHOMES PHASE 1 Final Review

Date: July 6, 2017

Our office has completed a review of the Final Plat and Improvement Plans for the Old Maple Farms Townhomes Phase 1 dated, June 19, 2017. We recommend approval, subject to the following items being addressed prior to final approval from City Council.

# **GENERAL**

- 1. The plans need to be submitted to and an approval letter received from Central Weber Sewer District and the South Weber Irrigation Company.
- 2. There are improvements for water, irrigation, and storm drain proposed in Old Maple Road. Some are associated with Phase 1 and some with Phase 2. We would recommend that all of these improvements be installed before Old Maple Road is completed and paved. Otherwise, the patching requirements and cut fee for cutting a brand new road are greatly increased.
- 3. We recommend that no building permits be issued for this subdivision until Old Maple Road and Silver Oak Lane are constructed and a connection from 475 East to 6650 South is established. This will ensure compliance with the 30 lot ingress/egress code requirement.

# **PLAT**

- 4. The street needs to be given a name (chosen by the developer), or we will assign it a number. Our office will also provide the addresses for the lots.
- 5. There is an existing storm drain easement that runs north/south across this phase. This easement needs to be shown, properly referenced with the book and page number, and language added to the plat indicating that it will be vacated with the recording of this plat.
- 6. The public utility easement (PUE) along the road is not defined/shown clearly. The language on the plat does not allow for limited common area to have a PUE on it. Since

all the driveways are limited common area, there is not a continuous PUE along the road. We would recommend either:

- a. Add a street cross section showing the PUE (the entire 59' wide), or
- b. Change the language on the plat (Note #3) to allow all limited common *and* common space to be considered a PUE.
- 7. The north end of the road property (north of Lots 17 and 18) should be a full 59' wide in order to accommodate the utilities for the future buildings and phases. The limited common area needed should also be shown in this area.
- 8. The dimensions between the 12' and 20' limited common area (driveways) need to be shown in order to properly locate the 12' wide areas.
- 9. There needs to be a 30' setback from Old Maple Road. This will cause the need for adjustment in building locations. All dimensions should be updated accordingly.
- 10. The area (s.f. and/or acre) of limited common and common area need to be shown, as these areas are owned jointly and will be assessed and taxed accordingly.

# **IMPROVEMENT PLANS**

- 11. The street cross section on Sheet 2 needs to show the public utility easement across the entire street.
- 12. The street surface (pavement section, curb & gutter, sidewalk, etc.) is private and will be maintained by the HOA. However, the sewer, storm drain and water lines will be owned and maintained by the City after final acceptance. Therefore, these all need to meet City Standards for minimum pipe size and material. Some of the storm drain needs to be updated to a minimum of 15" RCP.
- 13. There needs to some provision made for collecting surface drainage water along the west property line. We would recommend installing yard boxes that would collect the surface water. Roof drains could also be piped directly into these boxes.
- 14. Temporary blowoffs are not allowed. A fire hydrant needs to be installed at the north end of the waterline. According to the preliminary plan, it appears that the hydrant could be placed in its permanent location and serve as the blowoff.
- 15. The sizes of the irrigation services on the Utility Plan are not shown.
- 16. Sheet 4 references a future phase 2, but according to preliminary, it would actually be phase 3.
- 17. The Landscape Plan needs to be updated to meet the requirements of the buffer yard.

### For Office Use Only

Fees received by: <u>SK</u> Amount Paid: 100,"

Initial Review, all of the required supporting materials have been provided: \_

PC/CC Meeting Date: July 13, 2017

# **Final Plan Application**

Project/Subdivision Name: 11/ Maple Farms Townhomes
Approx. Location: NELOWER 46505. 475 E
Parcel Number(s): 13-005-0025 (pt) 13-006 Total Acres: 2-1
Current Zone: <u>RH</u> <sup>v</sup> <sup>o</sup> 0 <sup>3</sup>
Surrounding Land Uses: SF RES + Ag
Number of Lots: 27 # Lots Per Acre: 10165
Phase: 1 of 3 PUD: Yes / No

# **Contact Information**

**Developer or Agent** 

Name: Pelev	Martson,
Company Name:	Watton Homes
Address: 499	6 N. Kays Dr.
City/State/Zip:	Kay sville UT 84097
Phone: <b>801 44</b> 4	3639 Fax: 801 546 07 82
Email: pelevi	3639 Fax: 801 546 07 62
	- com

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

YEmail Y Phone Fax Mail

#### **Developer's Engineer**

UTH WEB

Name:	Nete	Per	ve		
Company		eve	+A,		
License #:	315	328	2203	•	
Address:	516	05.	15	o w	4
City/State	/Zip:	Pive	ndel	e, ut	84405
Phone: 🙎					21 2666
Email: 🛉	ate	Ø Ys	we-	asso	c. con

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

<u>K</u>Email <u>K</u>Phone Fax Mail

**Property Owner(s)** 

Check here if same as Developer

#### Surveyor

# Check here if same as Engineer

Fax:

•		
Name:		
Address:		
City/State/Zip:		
Phone:	Fax:	
Email:		

# **Final Plan Requirements**

- □ Complete all conditions/requirements set by the Planning Commission at Preliminary Approval
- □ Finalized Draft of Covenants, Conditions, and Restrictions (if applicable)
- □ Finalized Storm Drain Calculations
- □ Any applicable agreements finalized, signed, and proof of recording with county provided (agreements with South Weber City must be finalized and remain unsigned)
- □ Finalized set of certified, stamped construction drawings and specifications as prepared by a licensed civil engineer\*\*

\*\*One full sized (24" x 36"), one reduced (11" x 17"), and one electronic PDF form shall be submitted of the following (the north area to point up or to the left):

□ Format of Final Plat for Recording Required by the County

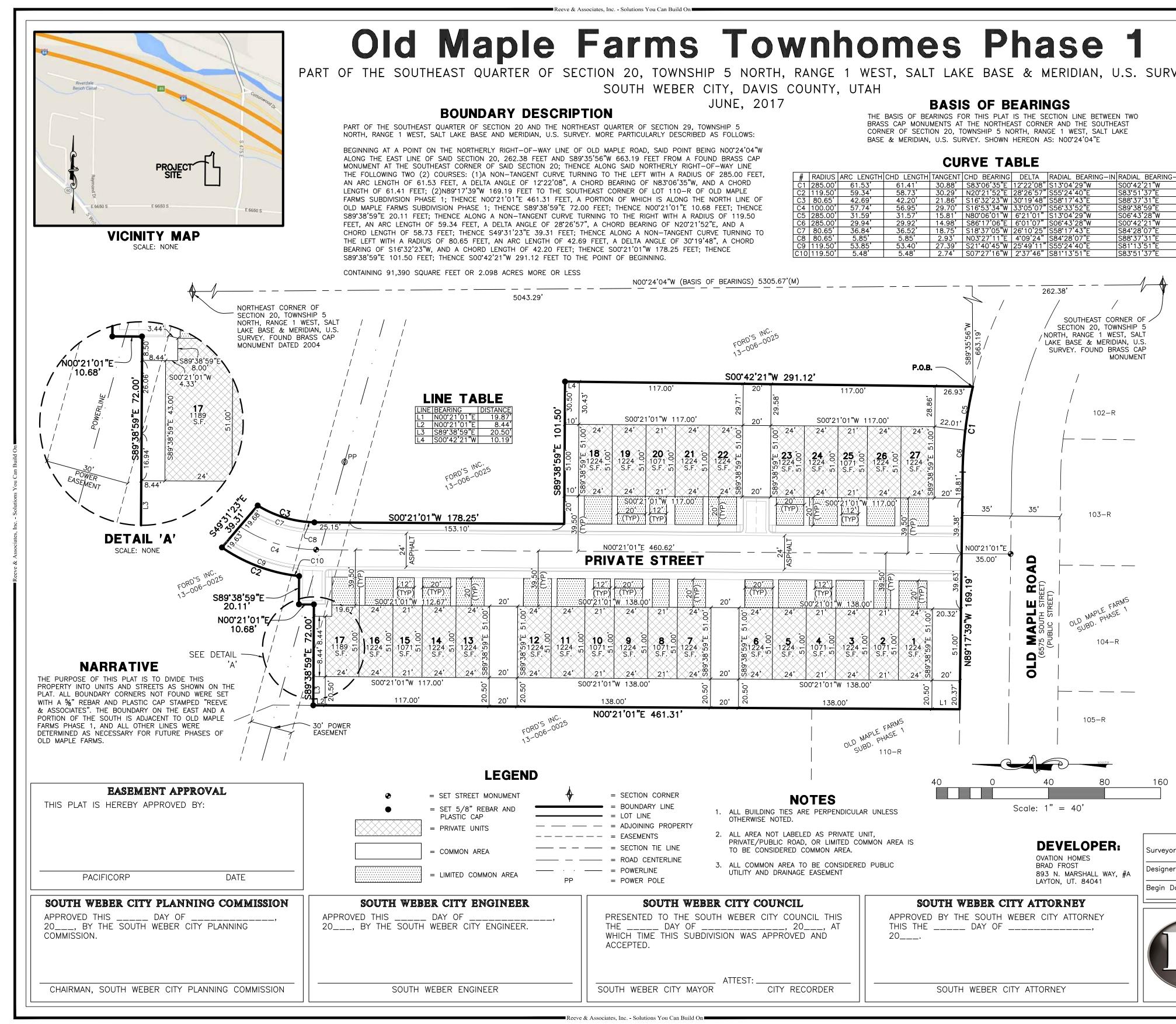
\*All plans must be prepared and stamped by a licensed and/or certified professionals including, but not limited to, architects, landscape architects, land planners, engineers, surveyors, transportation engineers or other professionals as deemed necessary by the City Planner.

# **Applicant Certification**

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete, and accurate to the best of my knowledge. 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. Should any of the information or representations submitted in connection with this application 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 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:
 <u>bate:</u>

Property Owner's Signature:

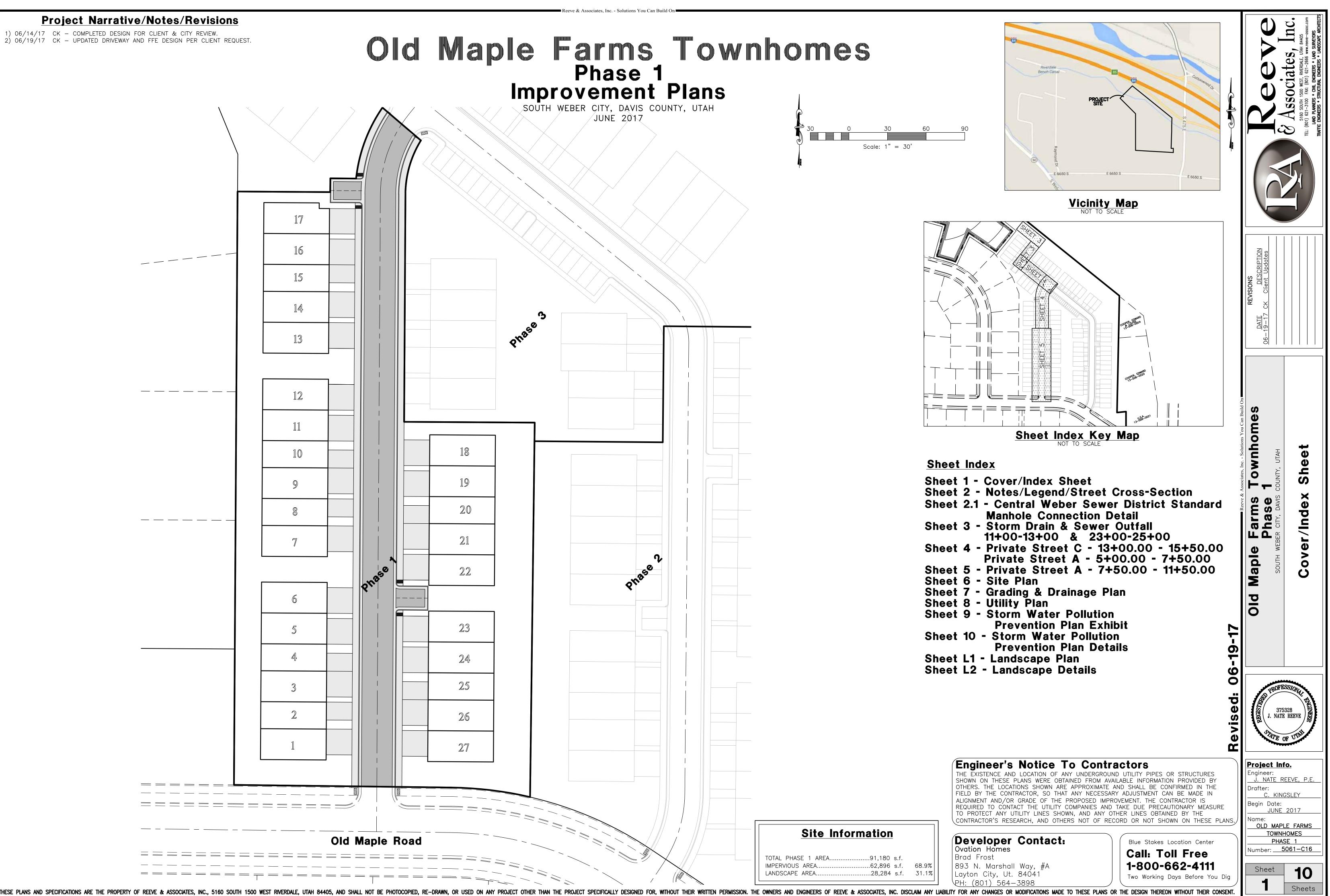


VEY	SURVEYOR'S CI I, <u>TREVOR J. HATCH.</u> DO HEREBY CERTIF PROFESSIONAL LAND SURVEYOR IN THE S WITH TITLE 58, CHAPTER 22, PROFESSION SURVEYORS ACT; AND THAT I HAVE COMF DESCRIBED ON THIS PLAT IN ACCORDANC HAVE VERIFIED ALL MEASUREMENTS, AND REPRESENTED ON THIS PLAT, AND THAT <u>TOWNHOMES PHASE 1</u> IN <u>SOUTH WEBER</u>	Y THAT I AM A REGISTERED STATE OF UTAH IN ACCORDANCE NAL ENGINEERS AND LAND PLETED A SURVEY OF THE PROPERTY E WITH SECTION 17–23–17 AND HAVE PLACED MONUMENTS AS THIS PLAT OF <u>OLD MAPLE FARMS</u> <u>CITY. DAVIS COUNTY</u> , UTAH, HAS
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	SIGNED THIS DAY OF	, 20, 9031945 9031945 TREVOR J.
	9031945 UTAH LICENSE NUMBER	TREVOR J. HATCH
	OWNERS DEDICATION A WE THE UNDERSIGNED OWNERS OF THE DO HEREBY SET APART AND SUBDIVIDE T AS SHOWN ON THE PLAT AND NAME SAIL <u>TOWNHOMES PHASE 1</u> , AND DO HEREBY RIGHT AND EASEMENT OVER, UPON AND HEREON AS PUBLIC UTILITY, THE SAME T MAINTENANCE, AND OPERATION OF PUBLIC DRAINAGE FACILITIES, WHICHEVER IS APPL THE GOVERNING AUTHORITY, WITH NO BU ERECTED WITHIN SUCH EASEMENTS AND A LABELED COMMON AREA OR PRIVATE STR SIGNED THIS DAY OF	HEREIN DESCRIBED TRACT OF LAND, THE SAME INTO UNITS AND STREETS O TRACT <u>OLD MAPLE FARMS</u> GRANT AND DEDICATE A PERPETUAL UNDER THE LANDS DESIGNATED O BE USED FOR THE INSTALLATION, C UTILITY SERVICE LINE, STORM ICABLE AS MAY BE AUTHORIZED BY ILDINGS OR STRUCTURES BEING ALSO DO DEDICATE ALL AREAS EETS AS PUBLIC UTILITY EASEMENTS.
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	COMMISSION EXPIRES	NOTARY PUBLIC
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	COMMISSION EXPIRES	NOTARY PUBLIC
r: <b>T. HATC</b> I r:	OJECT INFORMATION Project Name: OLD MAPLE FARMS TOWNHOMES PHS 1 Number: 5061-C16 Scale: 1"=50' Revision: Termination	DAVIS COUNTY RECORDER
	& Associates, Inc. 5160 S 1500 W, RIVERDALE, UTAH 84405 TEL: (801) 621-3100 FAX: (801) 621-2666 WWW.REVE-03SOC.COM LAND PLANNERS * CIVIL ENGINEERS * LAND SURVEYORS TRAFFIC ENGINEERS * STRUCTURAL ENGINEERS * LANDSCAPE ARCHITECTS	DAVIS COUNTY RECORDER

# **Project Narrative/Notes/Revisions**

06/14/17 CK – COMPLETED DESIGN FOR CLIENT & CITY REVIEW.
 06/19/17 CK – UPDATED DRIVEWAY AND FFE DESIGN PER CLIENT REQUEST.

17 16 \_\_\_\_ 15 14 13 \_ \_ \_ \_ \_ \_ \_ 12 11 10 Q) 8 \_ \_ \_ \_ \_ \_ \_ Phase **Old Maple Road** 



# General Notes:

- 1. ALL CONSTRUCTION MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY: GOVERNING UTILITY MUNICIPALITY, GOVERNING CITY OR COUNTY (IF UN-INCORPORATED), INDIVIDUAL PRODUCT MANUFACTURERS, AMERICAN PUBLIC WORKS ASSOCIATION (APWA), AND THE DESIGN ENGINEER. THE ORDER LISTED ABOVE IS ARRANGED BY SENIORITY. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION
- 2. CONTRACTOR TO STRICTLY FOLLOW GEOTECHNICAL RECOMMENDATIONS FOR THIS PROJECT. ALL GRADING INCLUDING BUT NOT LIMITED TO CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATLON/BACKFILL, SITE GRUBBING, RETAINING WALLS AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH THE PROJECT GEOTECHNICAL ENGINEER.
- 3. TRAFFIC CONTROL, STRIPING & SIGNAGE TO CONFORM TO CURRENT GOVERNING AGENCIES
- TRANSPORTATION ENGINEER'S MANUAL AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- 4. ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
- 5. CONSULT ALL OF THE DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.
- 6. AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAWCUT TO A CLEAN, SMOOTH EDGE.
- 7. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY GUIDELINES.
- 8. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- 9. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION. 10. ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE CITY
- COUNTY OR STATE AGENCY CONTROLLING THE ROAD, INCLUDING OBTAINING REQUIRED INSPECTIONS 11. ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE
- CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. 12. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS
- BEFOREHAND. 13. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE
- RECOMMENDATIONS SET FORTH BY THE GEOTECHNICAL ENGINEER. 14. CATCH SLOPES SHALL BE GRADED AS SPECIFIED ON GRADING PLANS.
- 15. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FLAGGING, CAUTION SIGNS, LIGHTS, BARRICADES, FLAGMEN, AND ALL OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.
- 16. CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE WHERE THE PROJECT IS LOCATED AND SHALL BE BONDABLE FOR AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT BID AND TO DO THE TYPE OF WORK CONTEMPLATED IN THE PLANS AND SPECIFICATIONS. CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PLANS AND SPECIFICATIONS.
- 17. CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY HIMSELF BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS HE MAY PREFER OF THE LOCATIONS OF THE PROPOSED WORK AND OF THE ACTUAL CONDITIONS OF AND AT THE SITE OF WORK. IF, DURING THE COURSE OF HIS EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS WHICH APPEAR TO HIM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, HE SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING HIS BID. SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, HE HAS RELIED AND IS RELYING ON HIS OWN EXAMINATION OF (1) THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON HIS OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT. THE INFORMATION PROVIDED BY THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO, THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT HE HAS NOT RELIED SOLELY UPON OWNER- OR ENGINEER-FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING HIS BID.
- 18. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION. 19. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN
- AUTHORIZATION FROM THE OWNER, ENGINEER, AND/OR GOVERNING AGENCIES. 20. CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, CONTROL POINTS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY THEIR UNNECESSARY LOSS OR DISTURBANCE
- 21. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND 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 THE ENGINEER.
- 22. CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL TESTING AND INSPECTION SHALL BE PAID FOR BY THE OWNER; ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
- 23. IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.
- 24. WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER. THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.
- 25. CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE AS-BUILT RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. AS-BUILT RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER ONE SET OF NEATLY MARKED AS-BUILT RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS-BUILT RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.
- 26. WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE HIGHEST QUALITY ARE TO BE USED.
- 27. CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PROJECT PLANS AND SPECIFICATIONS. THEREFORE, THE OWNER IS RELYING UPON THE EXPERIENCE AND EXPERTISE OF THE CONTRACTOR. PRICES PROVIDED WITHIN THE CONTRACT DOCUMENTS SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THE TRUE INTENT AND PURPOSE OF THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE AND HAVE SPECIAL SKILLS IN THE NATURE, EXTENT AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED. CONTRACTOR SHALL ALSO ACKNOWLEDGE THAT THERE ARE CERTAIN PECULIAR AND INHERENT CONDITIONS EXISTENT IN THE CONSTRUCTION OF THE PARTICULAR FACILITIES WHICH MAY CREATE, DURING THE CONSTRUCTION PROGRAM, UNUSUAL OR UNSAFE CONDITIONS HAZARDOUS TO PERSONS, PROPERTY AND THE ENVIRONMENT. CONTRACTOR SHALL BE AWARE OF SUCH PECULIAR RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH RESPECT TO SUCH HAZARDS.
- 28. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL STRIPING AND/OR PAVEMENT MARKINGS NECESSARY TO TIE EXISTING STRIPING INTO FUTURE STRIPING. METHOD OF REMOVAL SHALL BE BY WATER BLASTING.
- 29. CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SLOPING OR OTHER PROVISIONS NECESSARY TO PROTECT WORKMEN FOR ALL AREAS TO BE EXCAVATED TO A DEPTH OF 4 FEET OR MORE. FOR EXCAVATIONS 4 FEET OR MORE IN DEPTH. THE CONTRACTOR SHALL COMPLY WITH LOCAL, STATE, AND NATIONAL SAFETY CODES, ORDINANCES, OR REQUIREMENTS FOR EXCAVATION AND TRENCHES.
- 30. ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE

# **Utility Notes:**

- INTERNET.

- CONDITIONS

- AND STREET PAVING.
- REQUIREMENTS.

# **Erosion Control General Notes:**

THE CONTRACTOR TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO GOVERNING AGENCY'S ORDINANCES AND ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE COUNTIES. ALSO, INSPECTORS WILL HAVE THE RIGHT TO CHANGE THE FACILITIES AS NEEDED

CONTRACTOR SHALL KEEP THE SITE WATERED TO CONTROL DUST. CONTRACTOR TO LOCATE A NEARBY HYDRANT FOR USE AND TO INSTALL TEMPORARY METER. CONSTRUCTION WATER COST TO BE INCLUDED IN BID.

WHEN GRADING OPERATIONS ARE COMPLETED AND THE DISTURBED GROUND IS LEFT OPEN FOR 14 DAYS OR MORE, THE AREA SHALL BE FURROWED PARALLEL TO THE CONTOURS.

THE CONTRACTOR SHALL MODIFY EROSION CONTROL MEASURES TO ACCOMMODATE PROJECT PLANNING.

ALL ACCESS TO PROPERTY WILL BE FROM PUBLIC RIGHT-OF-WAYS. THE CONTRACTOR IS REQUIRED BY STATE AND FEDERAL REGULATIONS TO PREPARE A STORM WATER POLLUTION PREVENTION PLAN AND FILE A "NOTICE OF INTENT" WITH THE GOVERNING AGENCIES.

# Maintenance:

ALL BEST MANAGEMENT PRACTICES (BMP'S) SHOWN ON THIS PLAN MUST BE MAINTAINED AT ALL TIMES UNTIL PROJECT CLOSE-OUT.

THE CONTRACTOR'S RESPONSIBILITY SHALL INCLUDE MAKING BI-WEEKLY CHECKS ON ALL EROSION CONTROL MEASURES TO DETERMINE IF REPAIR OR SEDIMENT REMOVAL IS NECESSARY. CHECKS SHALL BE DOCUMENTED AND COPIES OF THE INSPECTIONS KEPT ON SITE.

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF BARRIER.

EXPOSED SLOPES:

ANY EXPOSED SLOPE THAT WILL REMAIN UNTOUCHED FOR LONGER THAN 14 DAYS MUST BE STABILIZED BY ONE OR MORE OF THE FOLLOWING METHODS: A) SPRAYING DISTURBED AREAS WITH A TACKIFIER VIA HYDROSEED B) TRACKING STRAW PERPENDICULAR TO SLOPES

1. CONTRACTOR SHALL COORDINATE LOCATION OF NEW "DRY UTILITIES" WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE SERVICE, GAS SERVICE, CABLE, POWER, AND

Reeve & Associates, Inc. - Solutions You Can Build On

2. EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS USING A COMBINATION OF ON-SITE SURVEYS (BY OTHERS). PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE IN THE FIELD, THEIR MAIN AND SERVICE LINES 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT. 3. CONTRACTOR SHALL POT HOLE ALL UTILITIES TO DETERMINE IF CONFLICTS EXIST PRIOR TO BEGINNING ANY EXCAVATION. NOTIFY ENGINEER OF ANY CONFLICTS. CONTRACTOR SHALL VERIFY LOCATION AND

INVERTS OF EXISTING UTILITIES TO WHICH NEW UTILITIES WILL BE CONNECTED. PRIOR TO COMMENCING ANY EXCAVATION WORK THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN ACCORDANCE WITH THE REQUIRED PROCEDURES. 4. CARE SHOULD BE TAKEN IN ALL EXCAVATIONS DUE TO POSSIBLE EXISTENCE OF UNRECORDED UTILITY

LINES. EXCAVATION REQUIRED WITHIN PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT HIS EXPENSE. 5. ALL VALVES AND MANHOLE COVERS SHALL BE RAISED OR LOWERED TO MEET FINISHED GRADE

CONTRACTOR SHALL CUT PIPES OFF FLUSH WITH THE INSIDE WALL OF THE BOX OR MANHOLE. 7. CONTRACTOR SHALL GROUT AT CONNECTION OF PIPE TO BOX WITH NON-SHRINKING GROUT. INCLUDING PIPE VOIDS LEFT BY CUTTING PROCESS, TO A SMOOTH FINISH. 8. CONTRACTOR SHALL GROUT WITH NON-SHRINK GROUT BETWEEN GRADE RINGS AND BETWEEN BOTTOM OF

INLET LID FRAME AND TOP OF CONCRETE BOX 9. SILT AND DEBRIS IS TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION 10. CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET

GRATES TO ALLOW ACCESS 11. EACH TRENCH SHALL BE EXCAVATED SO THAT THE PIPE CAN BE LAID TO THE ALIGNMENT AND GRADE

AS REQUIRED. THE TRENCH WALL SHALL BE SO BRACED THAT THE WORKMEN MAY WORK SAFELY AND EFFICIENTLY. ALL TRENCHES SHALL BE DRAINED SO THE PIPE LAYING MAY TAKE PLACE IN DE-WATERED

12. CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION. 13. MAINTAIN A MINIMUM 18" VERTICAL SEPARATION DISTANCE BETWEEN ALL UTILITY CROSSINGS. 14. CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.

15. ALL BOLTED FITTINGS MUST BE GREASED AND WRAPPED. 16. UNLESS SPECIFICALLY NOTED OTHERWISE, MAINTAIN AT LEAST 2 FEET OF COVER OVER ALL STORM DRAIN

LINES AT ALL TIMES (INCLUDING DURING CONSTRUCTION). 17. ALL WATER LINES SHALL BE INSTALLED A MINIMUM OF 48" BELOW FINISHED GRADE.

18. ALL SEWER LINES AND SEWER SERVICES SHALL HAVE A MINIMUM SEPARATION OF 10 FEET, PIPE EDGE TO PIPE EDGE, FROM THE WATER LINES. IF A 10 FOOT SEPARATION CAN NOT BE MAINTAINED, THE SEWER LINE AND WATER LINE SHALL BE LAID IN SEPARATE TRENCHES AND THE BOTTOM OF THE WATER LINE SHALL BE AT LEAST 18" ABOVE THE TOP OF THE SEWER LINE. 19. CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.

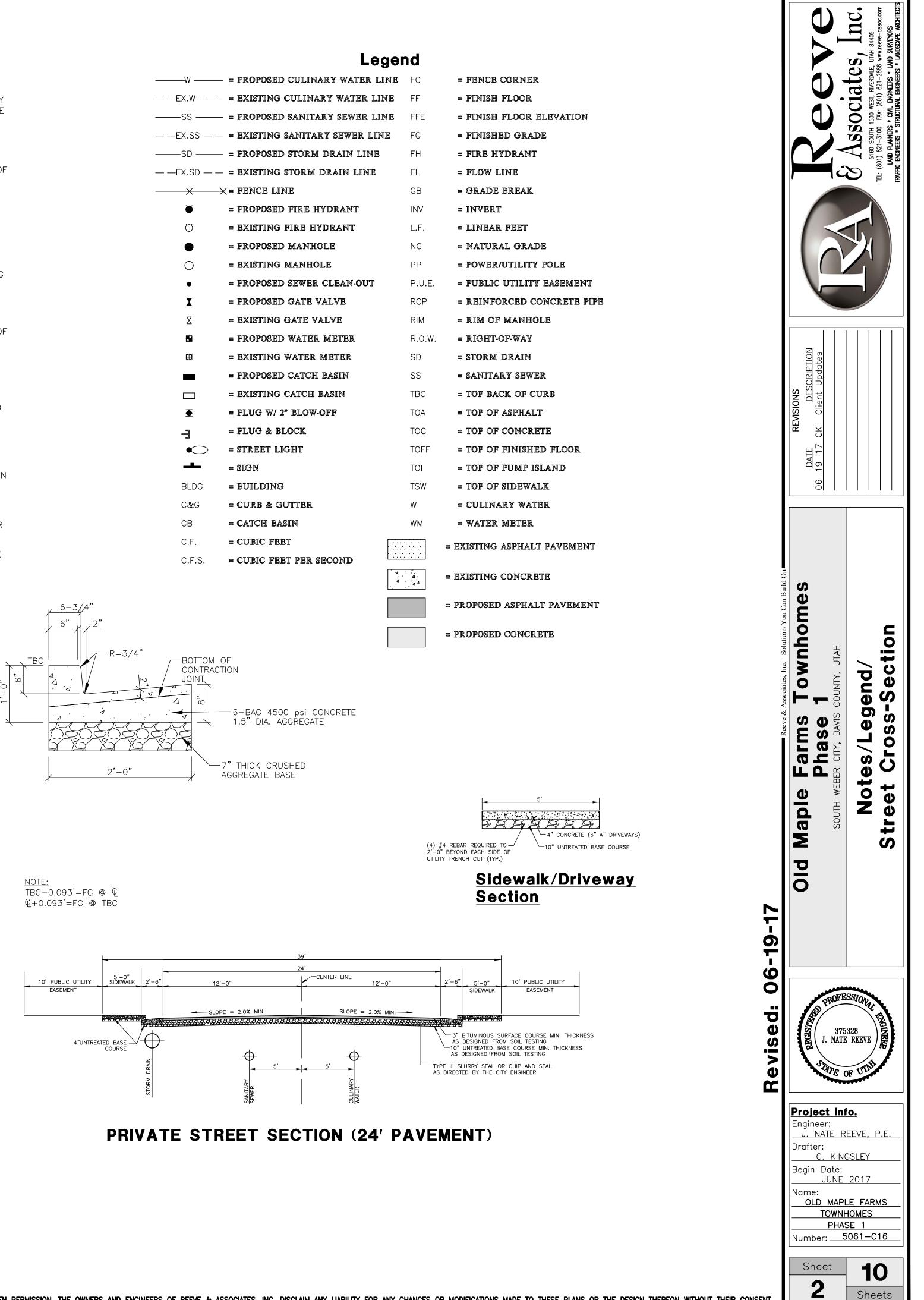
20. ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK 21. CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE.

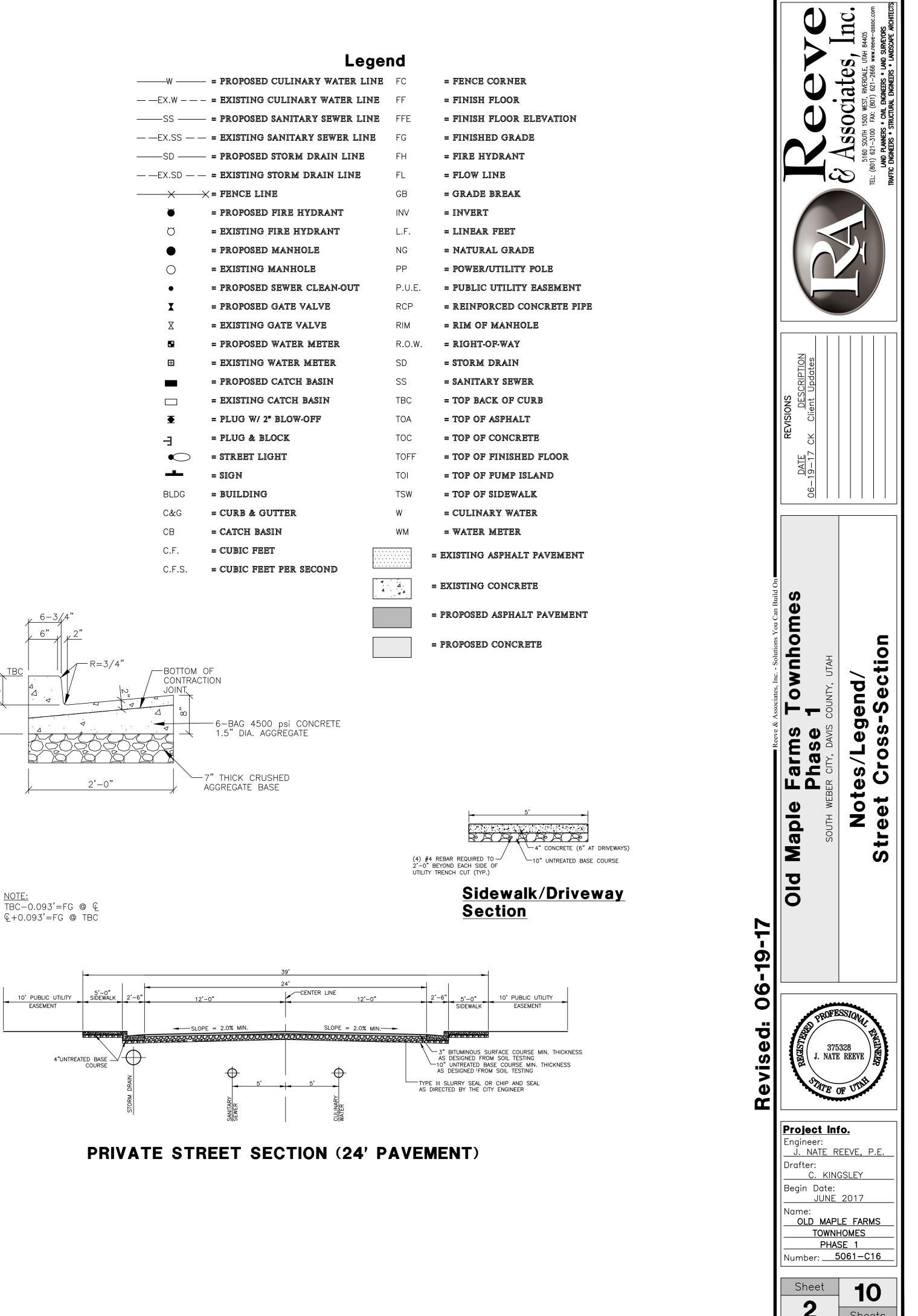
22. STREET LIGHTS TO BE CONSTRUCTED PER ROCKY MOUNTAIN POWER STANDARD DETAILS AND

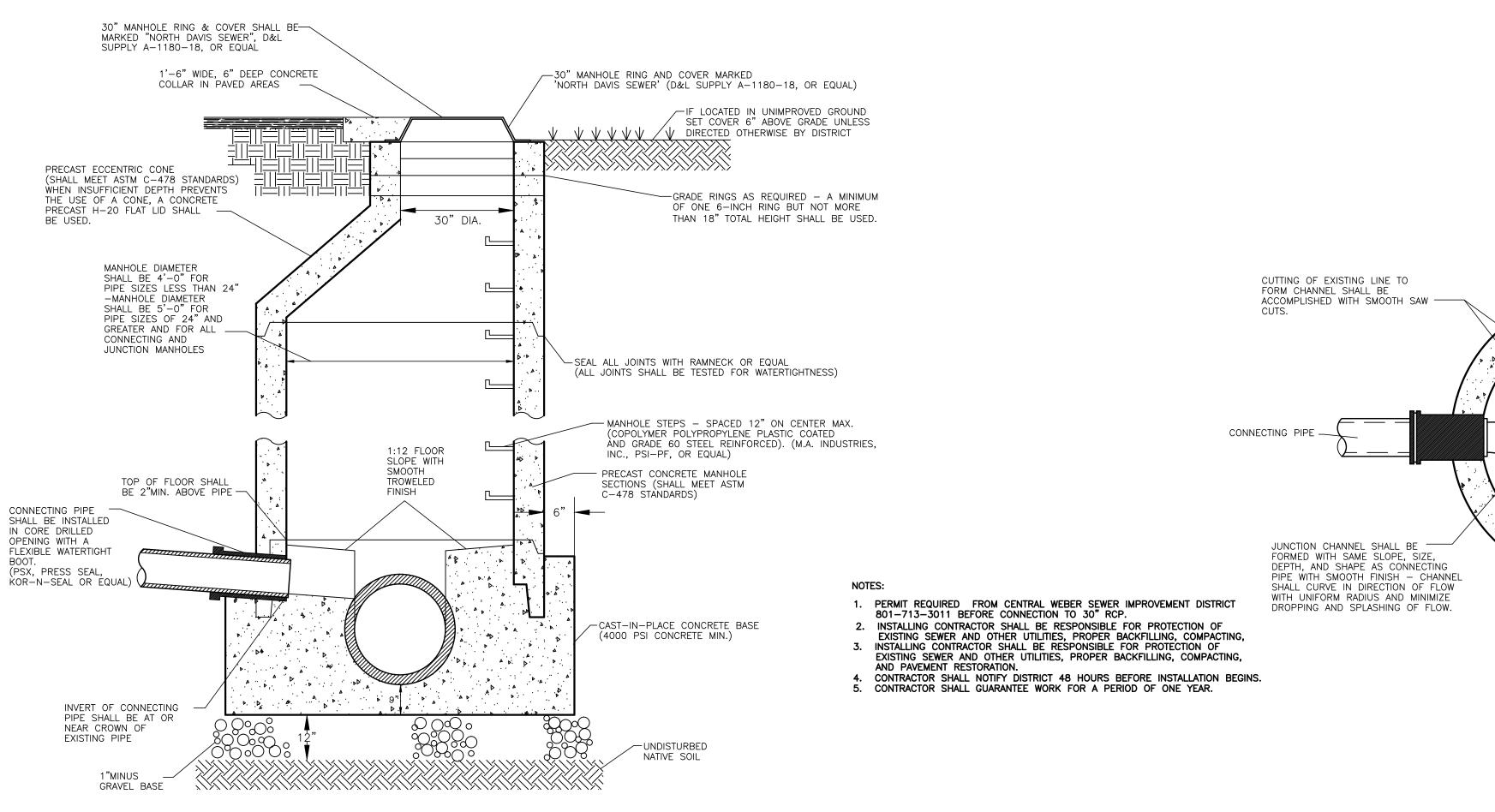
SEDIMENT TRACKED ONTO PAVED ROADS MUST BE CLEANED UP AS SOON AS PRACTICAL, BUT IN NO CASE LATER THAN THE END OF THE NORMAL WORK DAY. THE CLEAN UP WILL INCLUDE SWEEPING OF THE TRACKED MATERIAL, PICKING IT UP, AND DEPOSITING IT TO A CONTAINED AREA.



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-]	=	PLUG & BLOCK
	8	STREET LIGHT
	=	SIGN
BLDG	=	BUILDING
C&G	8	CURB & GUTTER
СВ	=	CATCH BASIN
C.F.	=	CUBIC FEET
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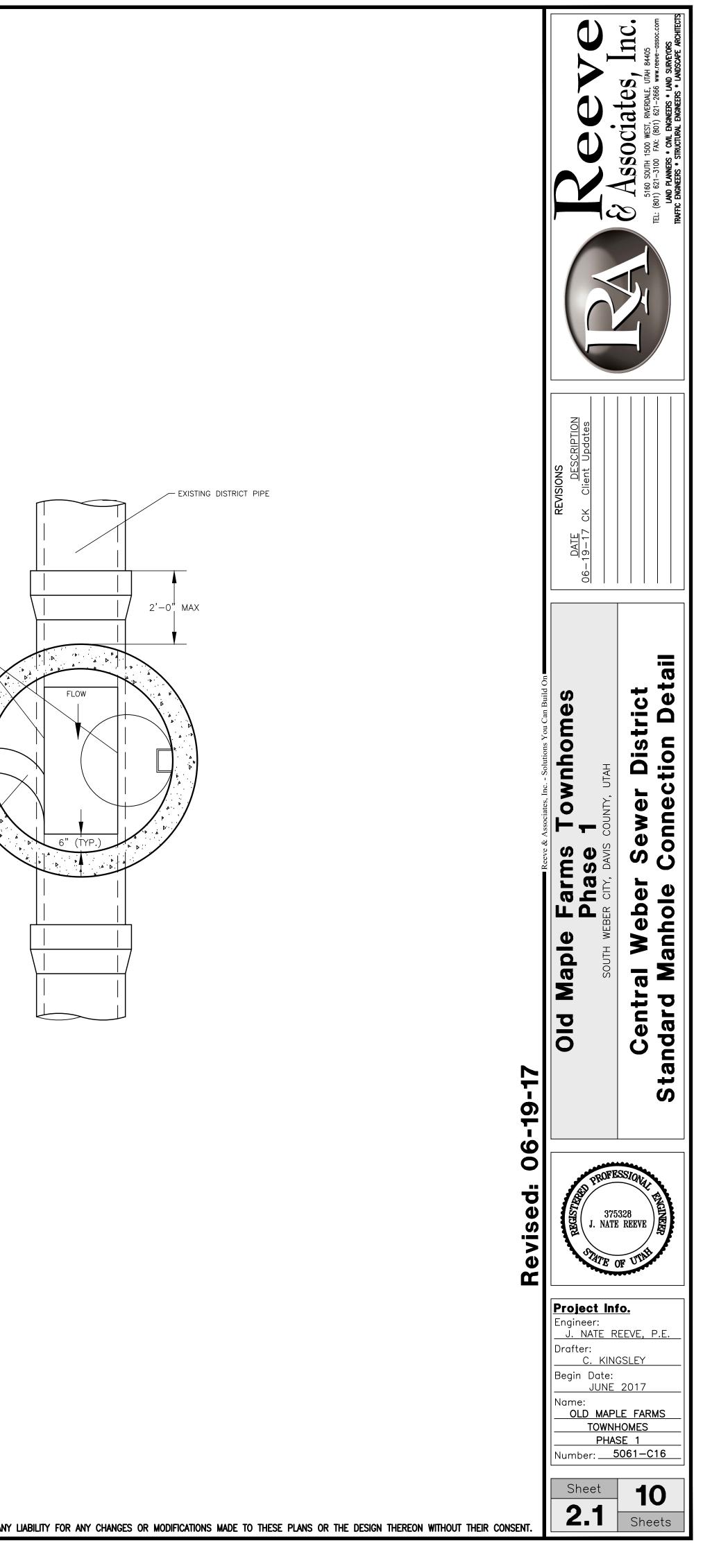


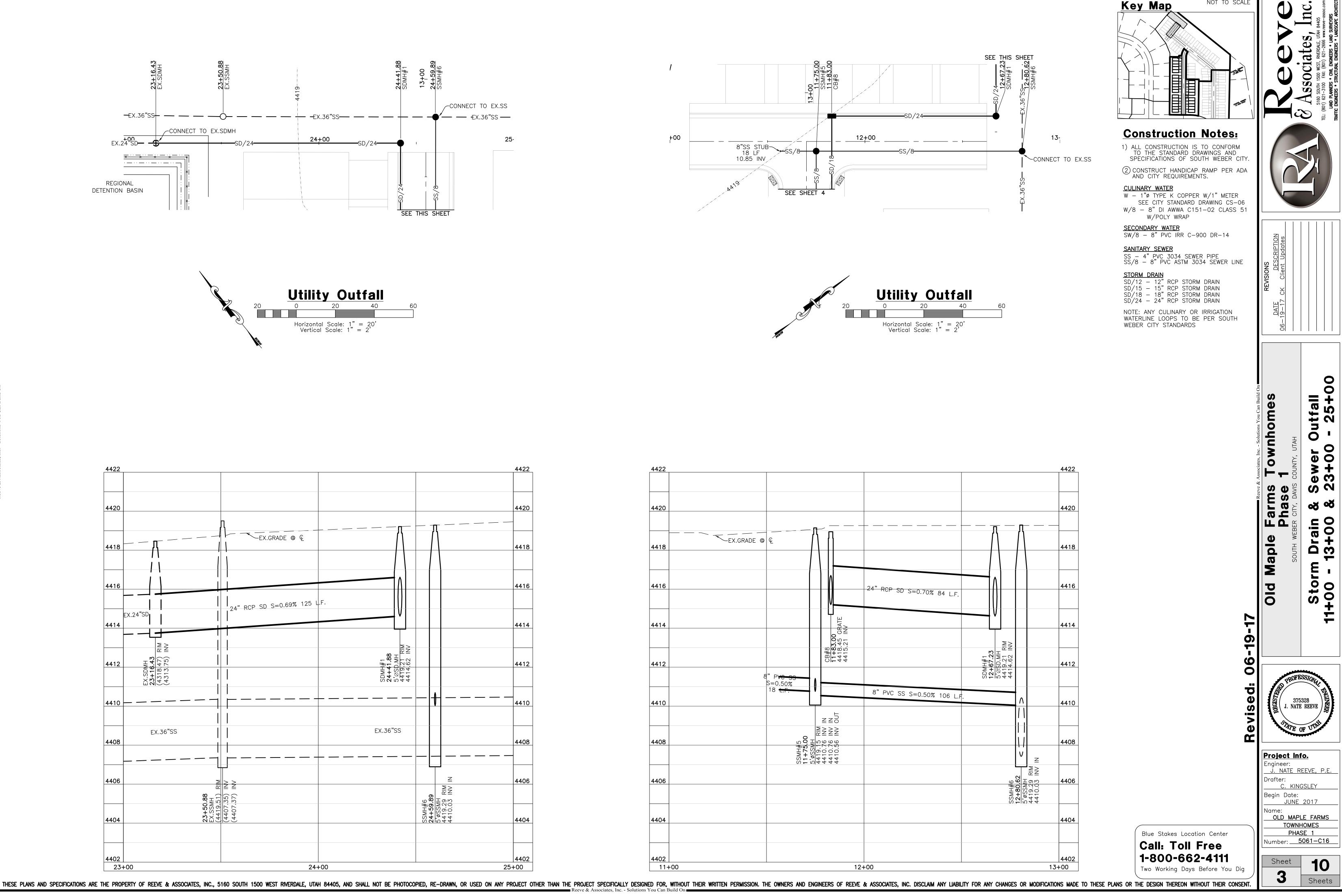


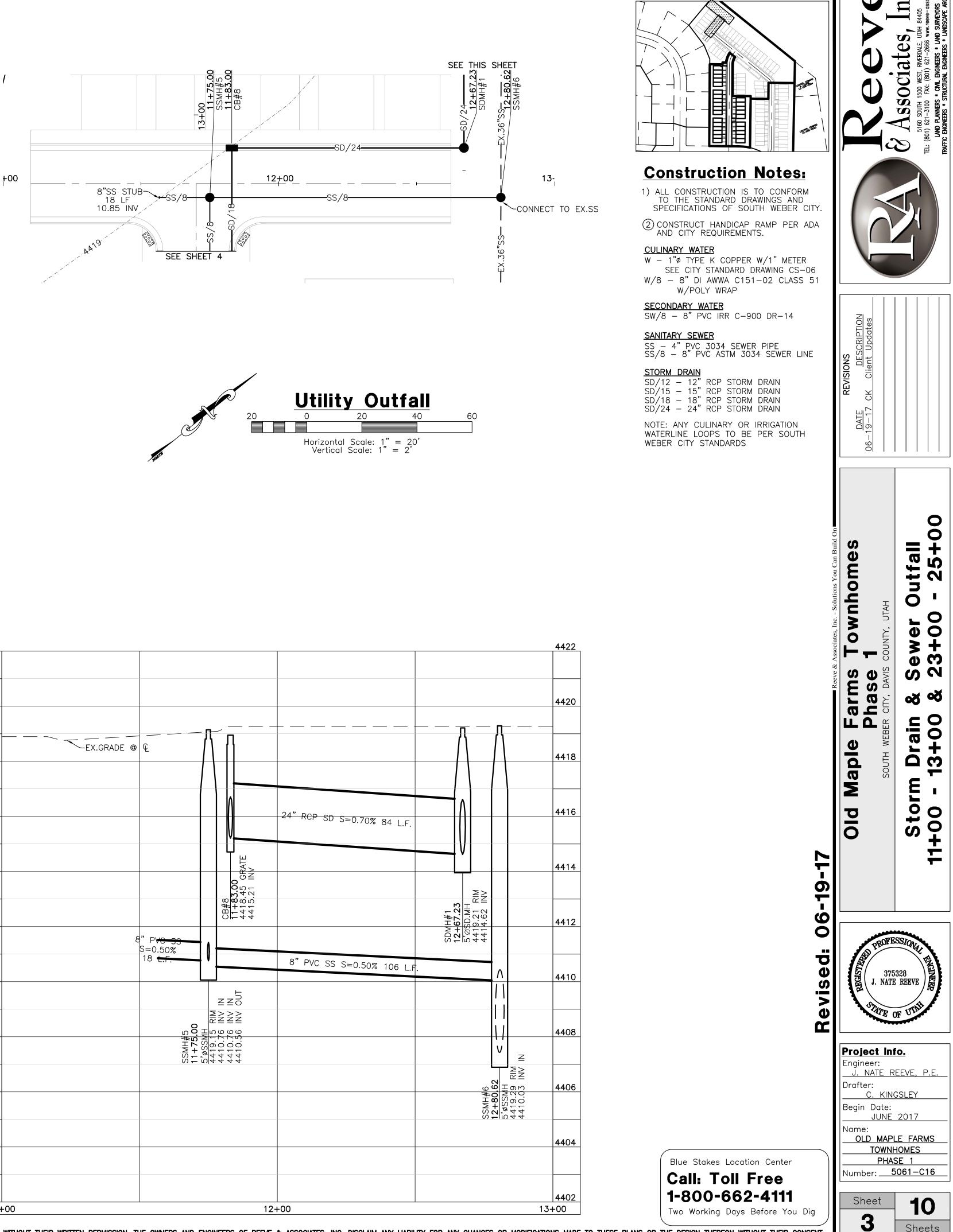


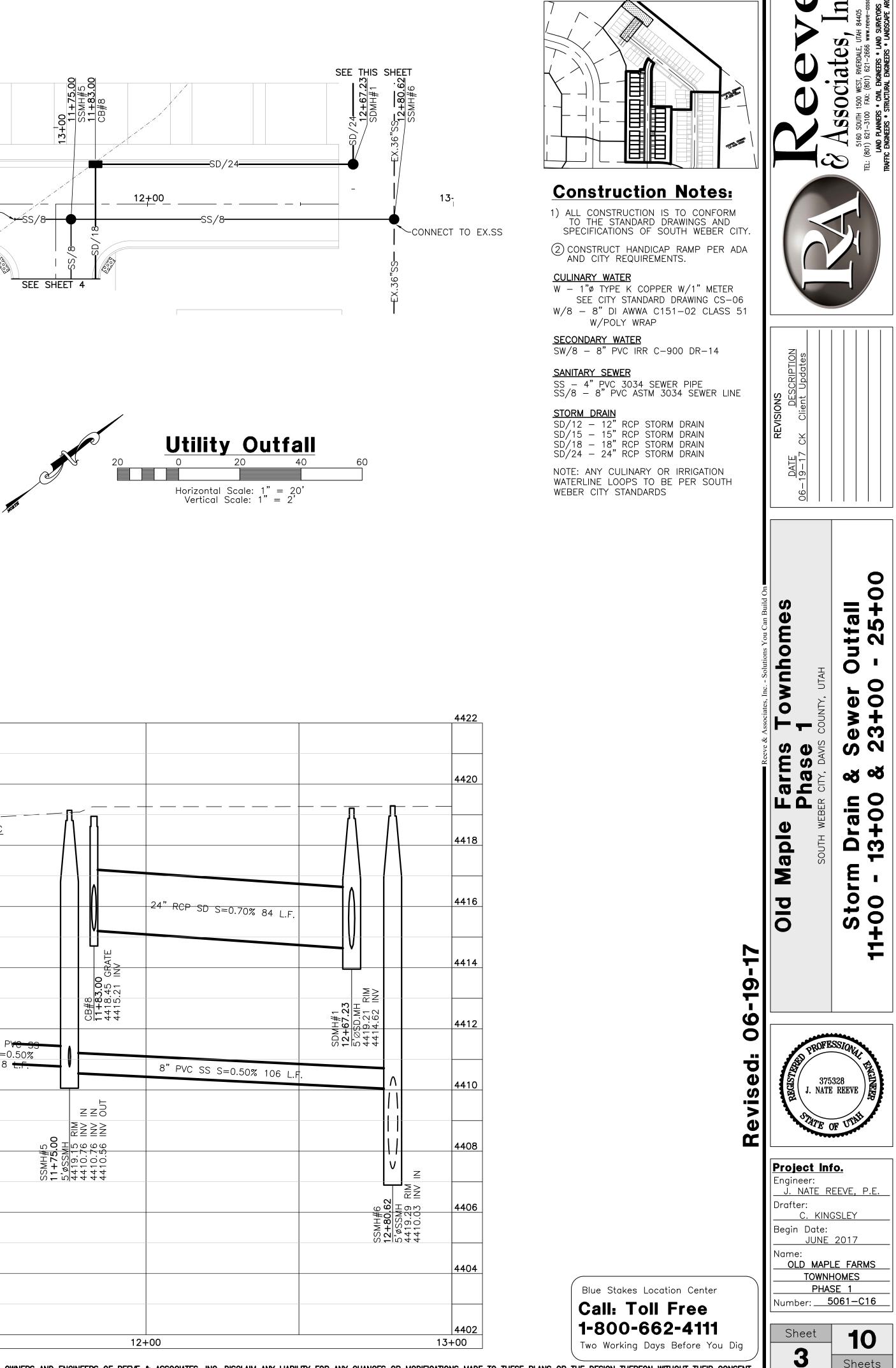
THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

# Central Weber Sewer District Standard Manhole Connection Detail SCALE: NONE



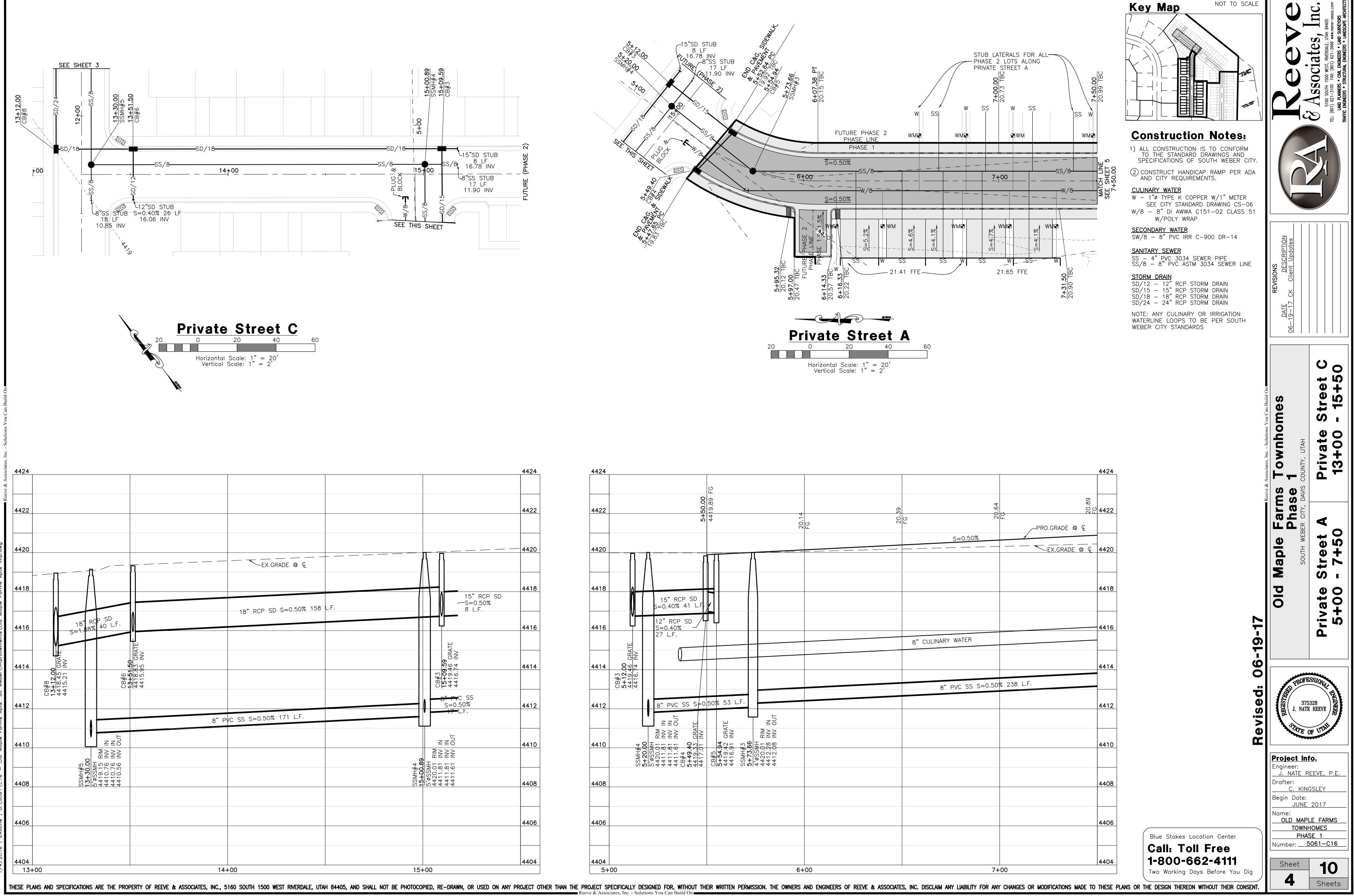


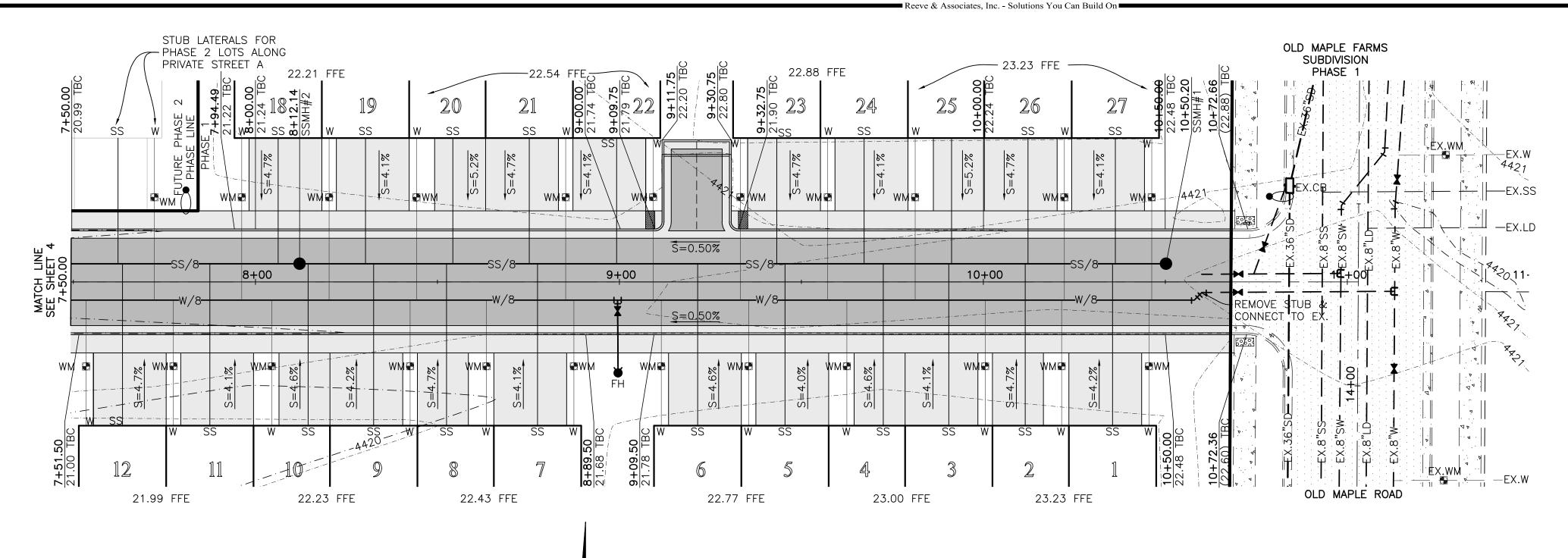


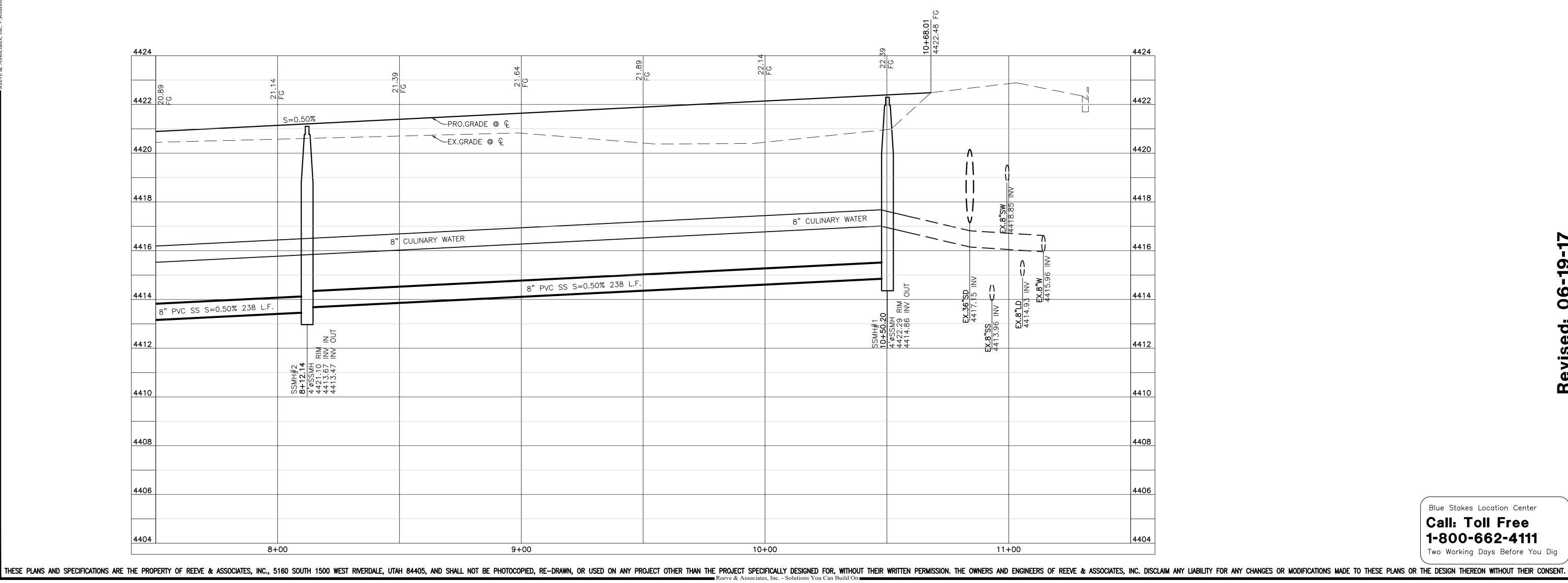


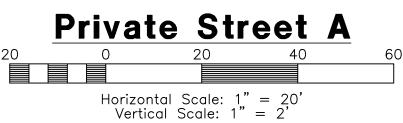
NOT TO SCALE

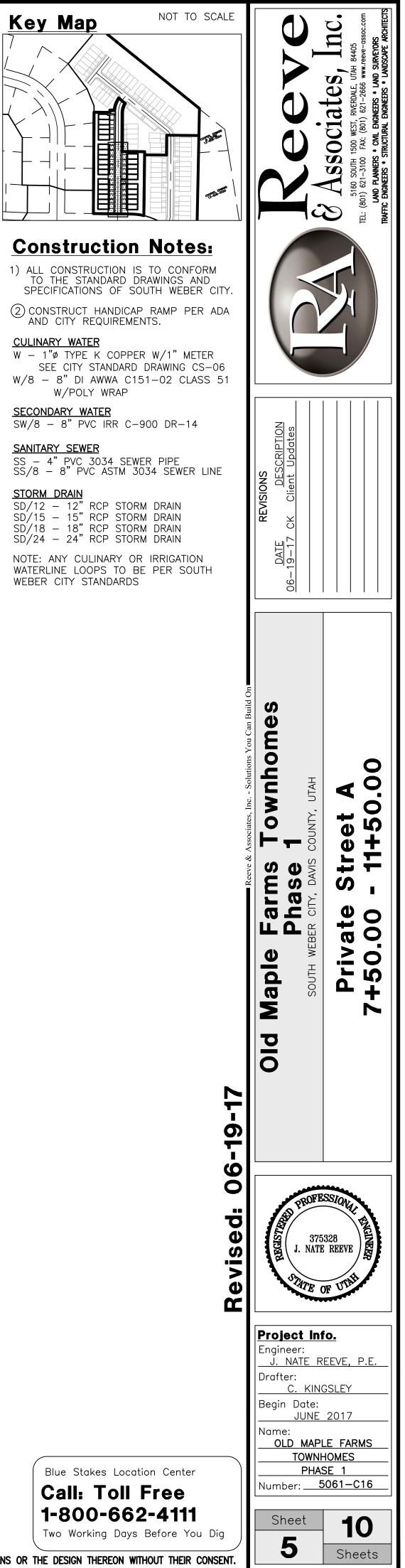
Key Map

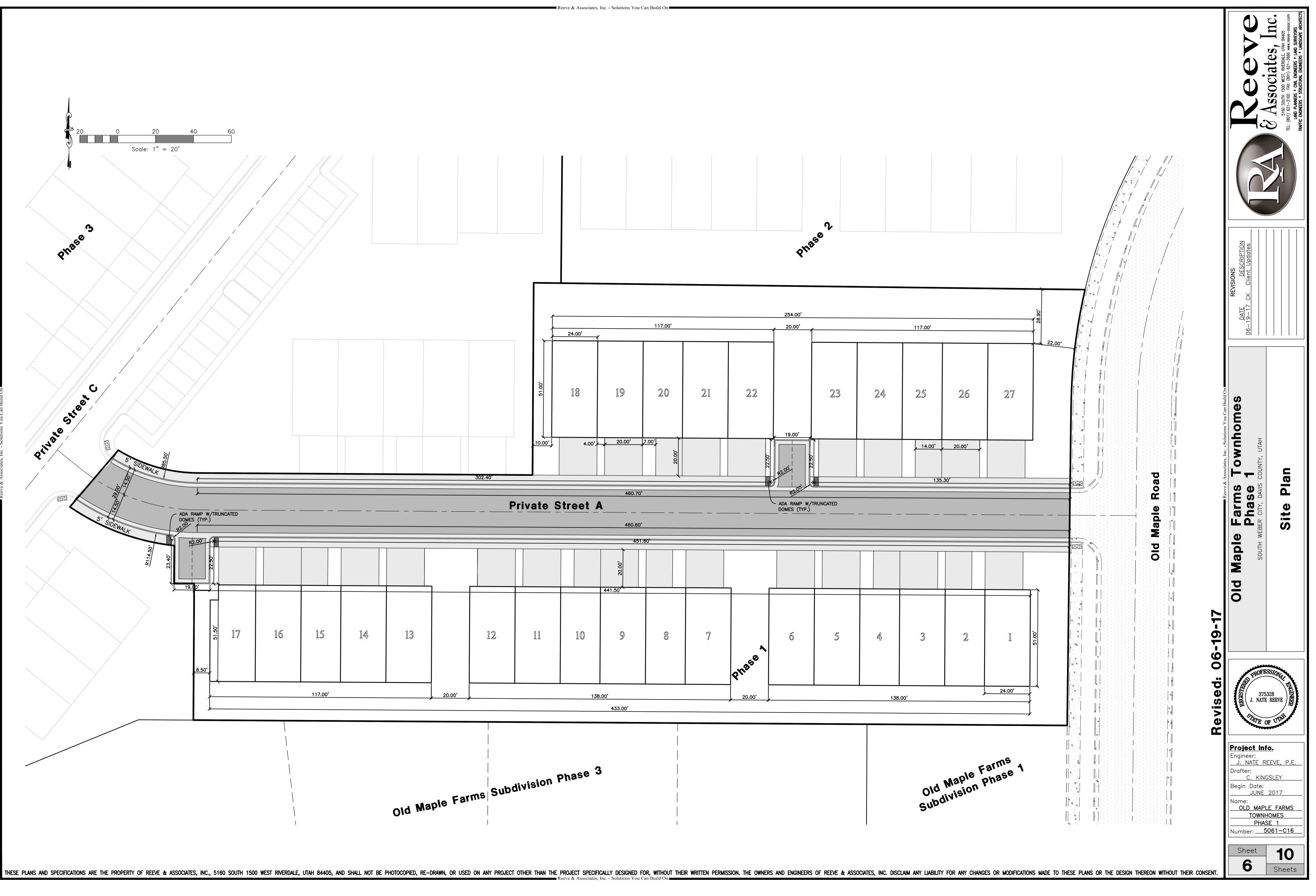




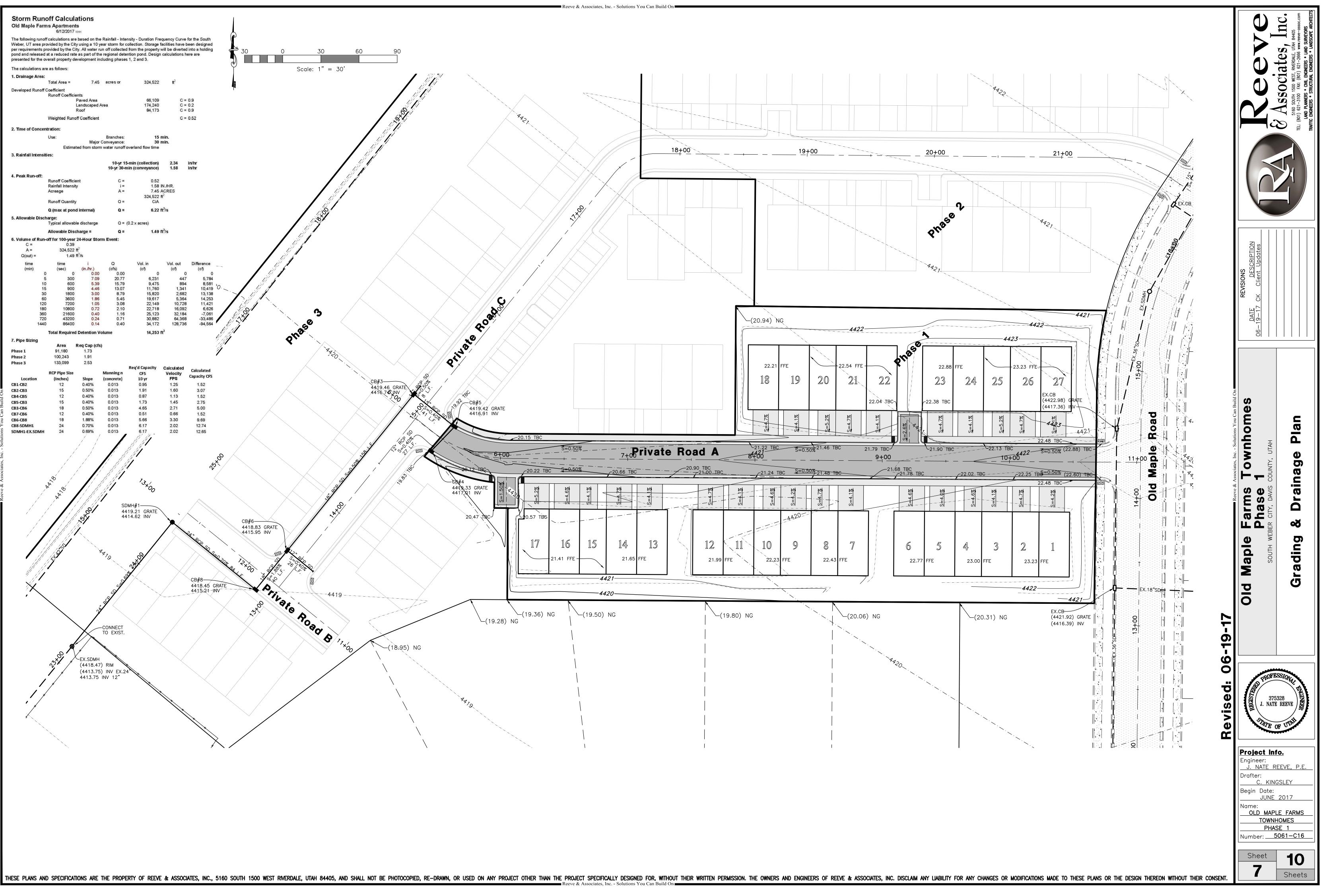


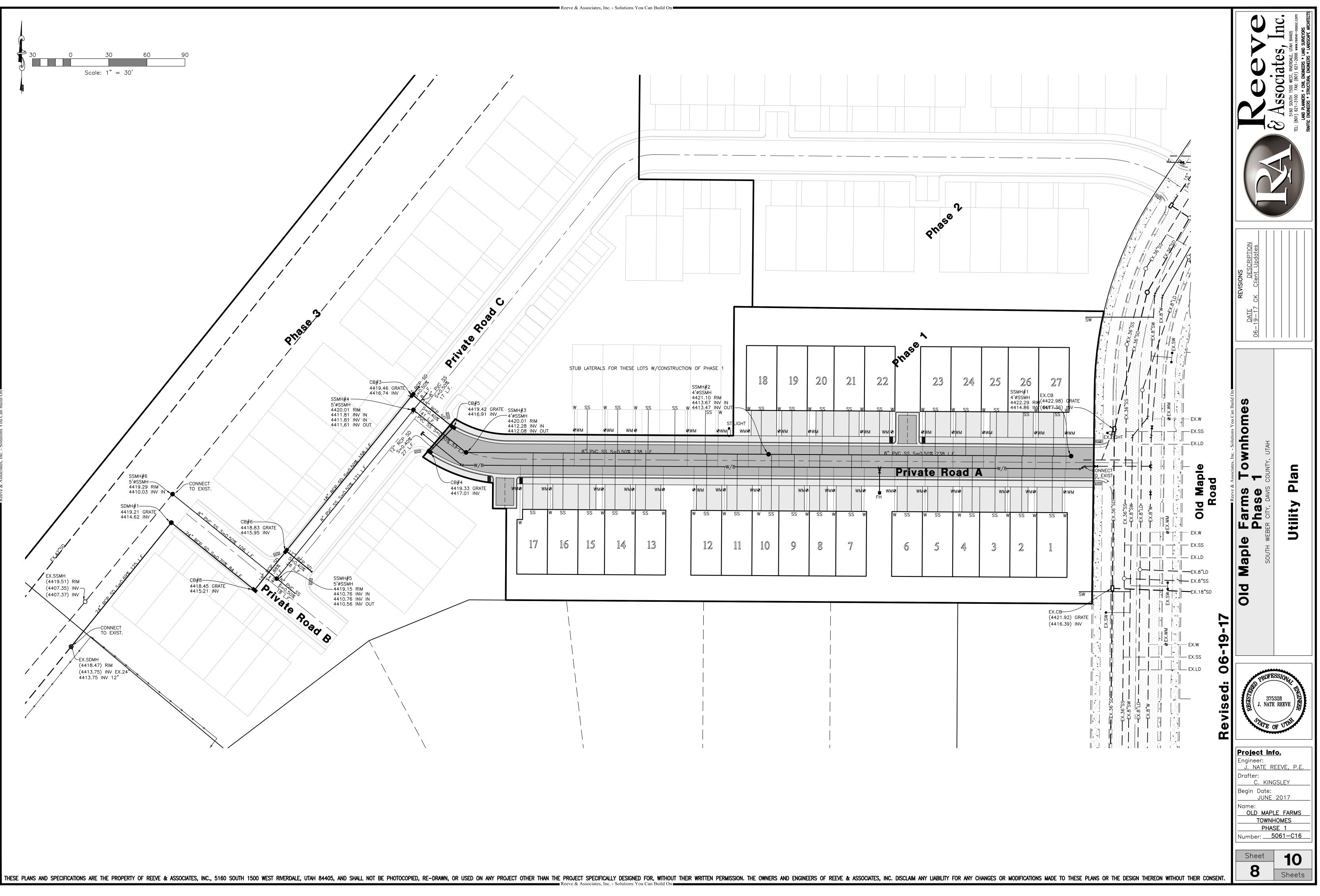


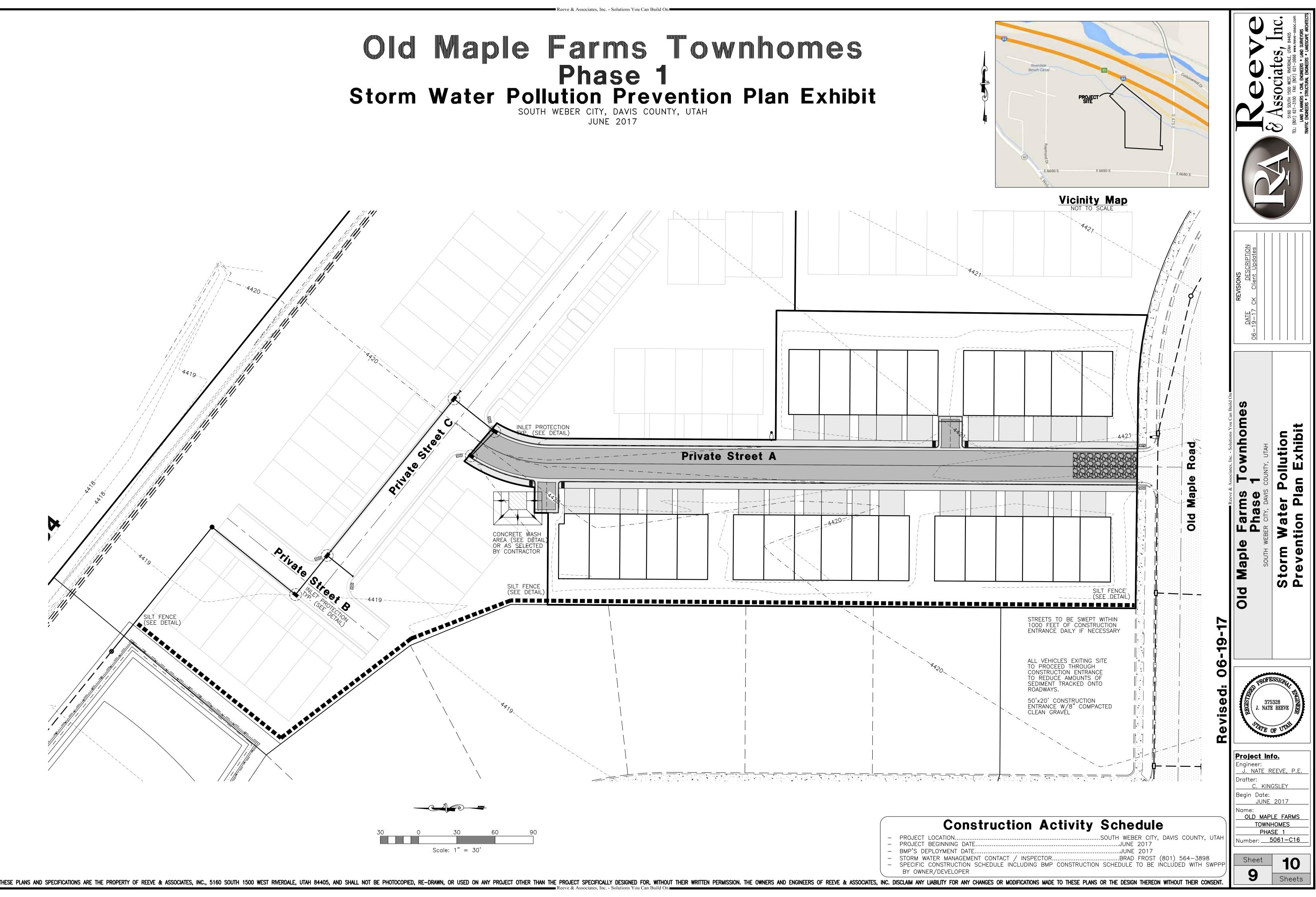




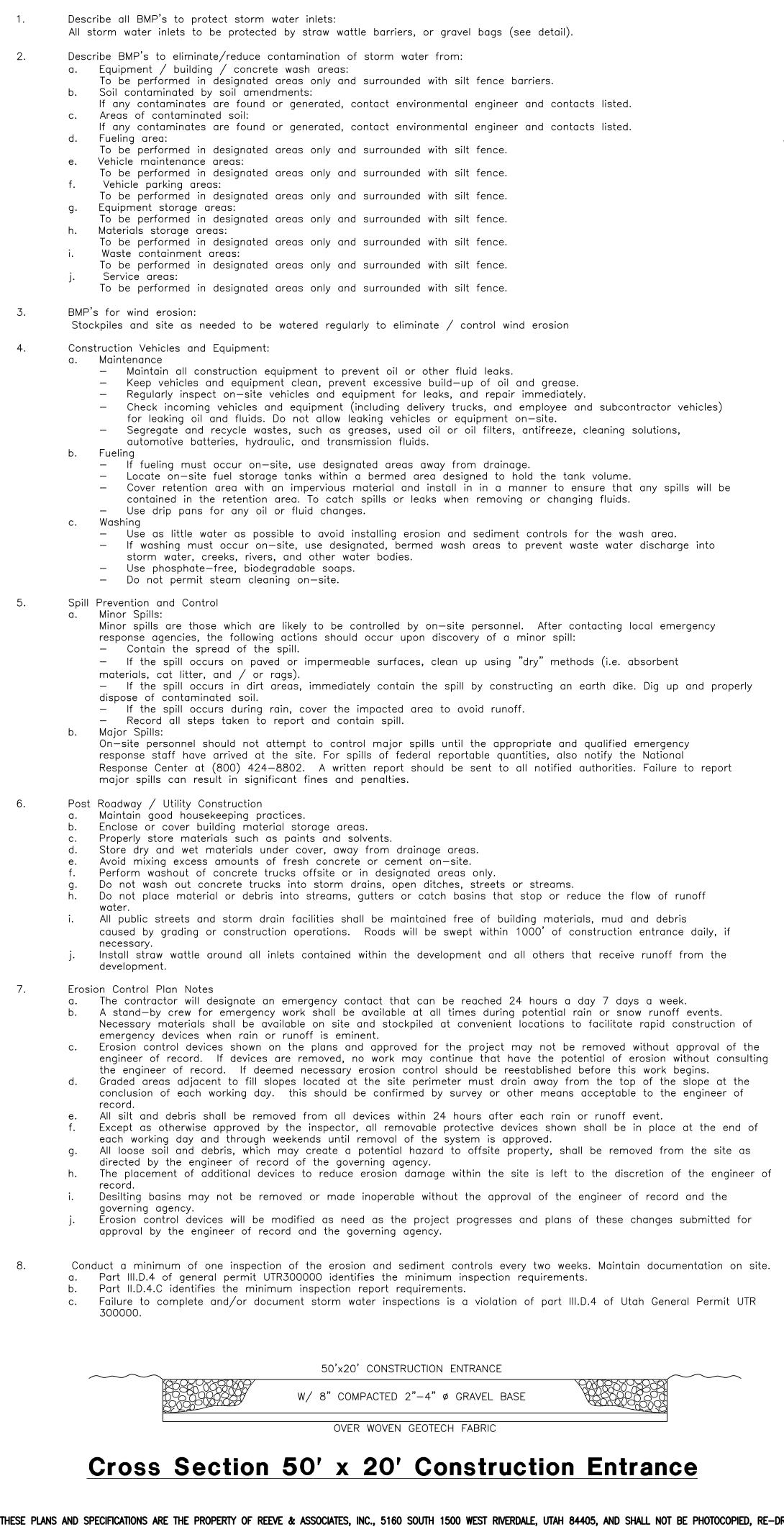
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, 20.00'			138	3.00'			20.00'			138	.00'
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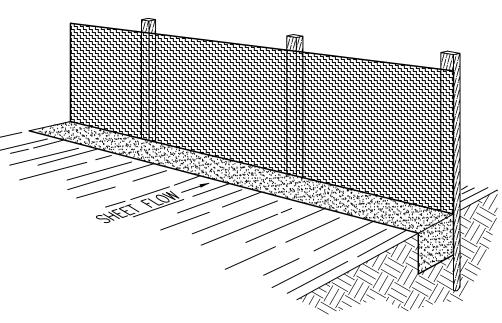


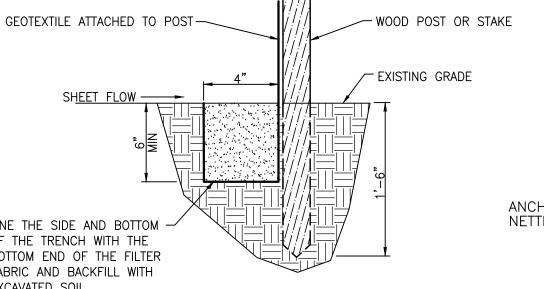




# **Notes:**







Recommended Max for S	BLE 1: ximum Slope Lengths ilt Fence Aiddlebrooks, 1991)
Slope Steepness (%)	Max. Slope Length m (ft)
<2%	30.5m (100ft)
2-5%	22.9m (75ft)
5-10%	15.2m (50ft)
10-20%	7.6m (25ft)
>20%	4.5m (15ft)

(6"x6") trench at the desired location.

against the downstream wall of the trench. Adjacent rolls of silt fence should be joined be nesting the end post of one fence into the other. Before nesting the end posts. rotate each post until the geotextile is wrapped completely around the post, then

fence height and/or anchorage depth is

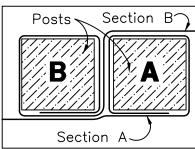
fence in the upstream trench and backfill with natural soil, tamping the backfill to provide good compaction and anchorage. Figure 2 illustrates a typical silt fence

(6"x6") trench at the desired location. ing projections, against the downstream wall of the trench. Maximum post spacing should be 2.4-3.0m (8-10ft). Post spacing

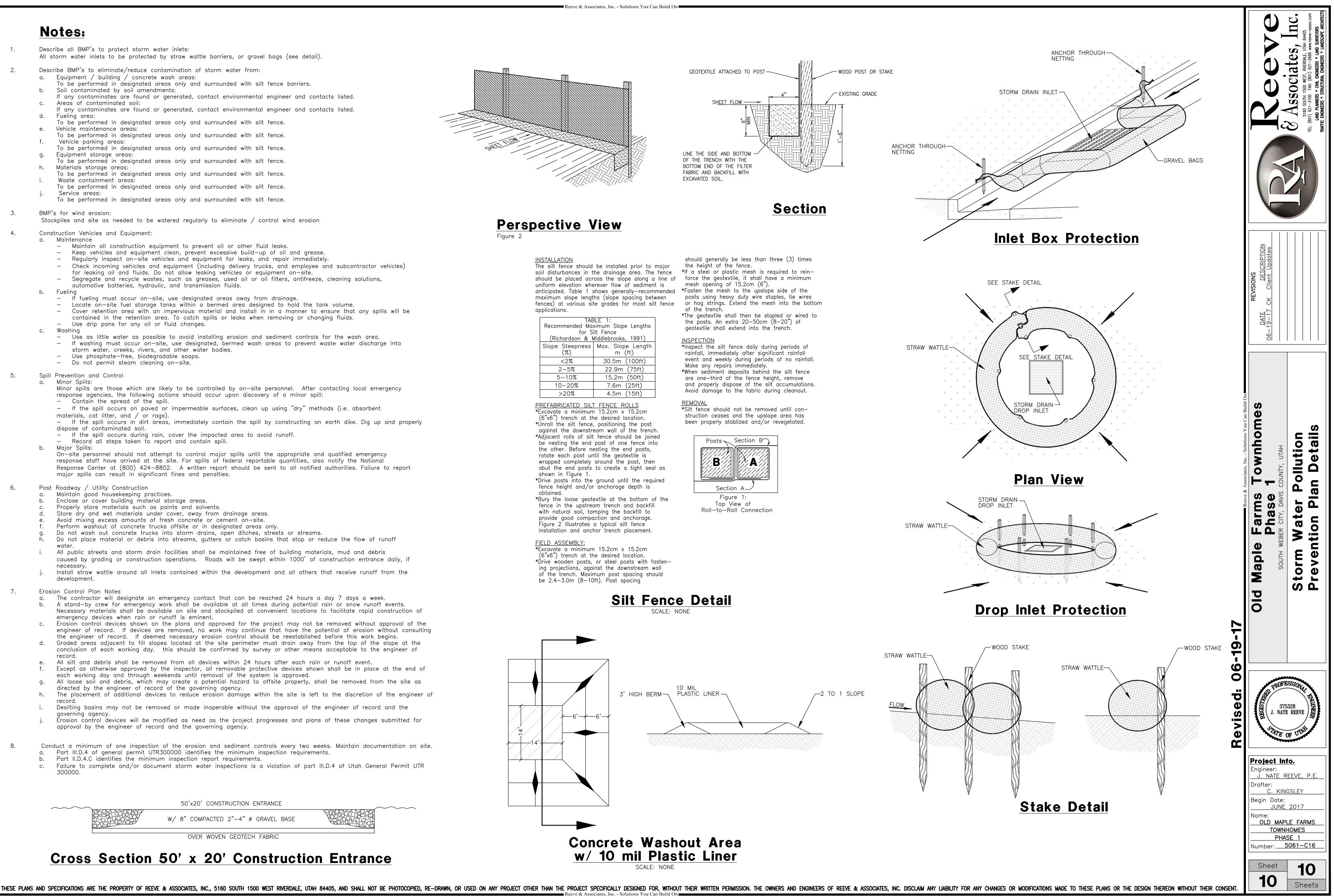
the height of the fence.

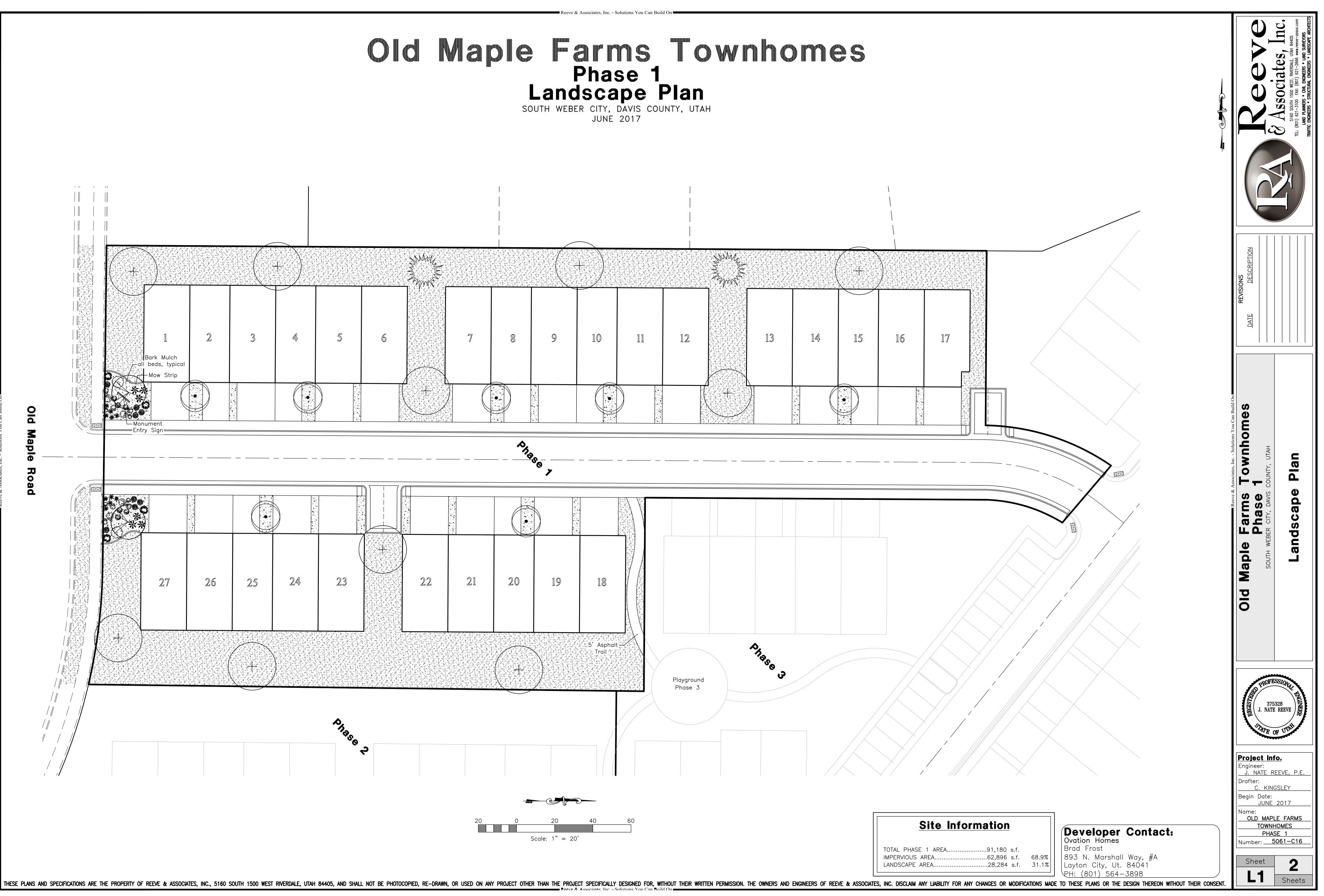
rainfall, immediately after significant rainfall event and weekly during periods of no rainfall. Make any repairs immediately.

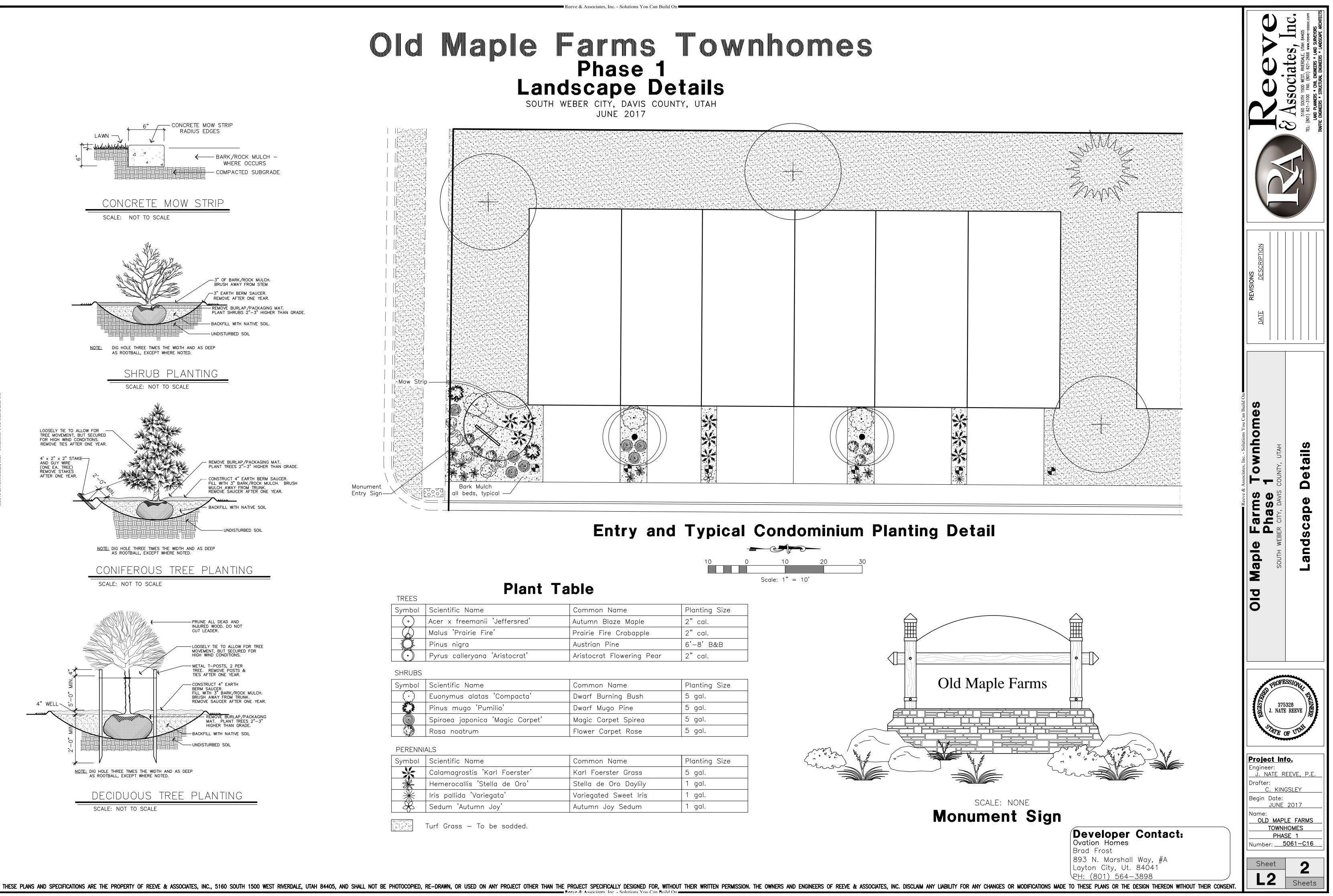
are one-third of the fence height, remove Avoid damage to the fabric during cleanout.



Top View of



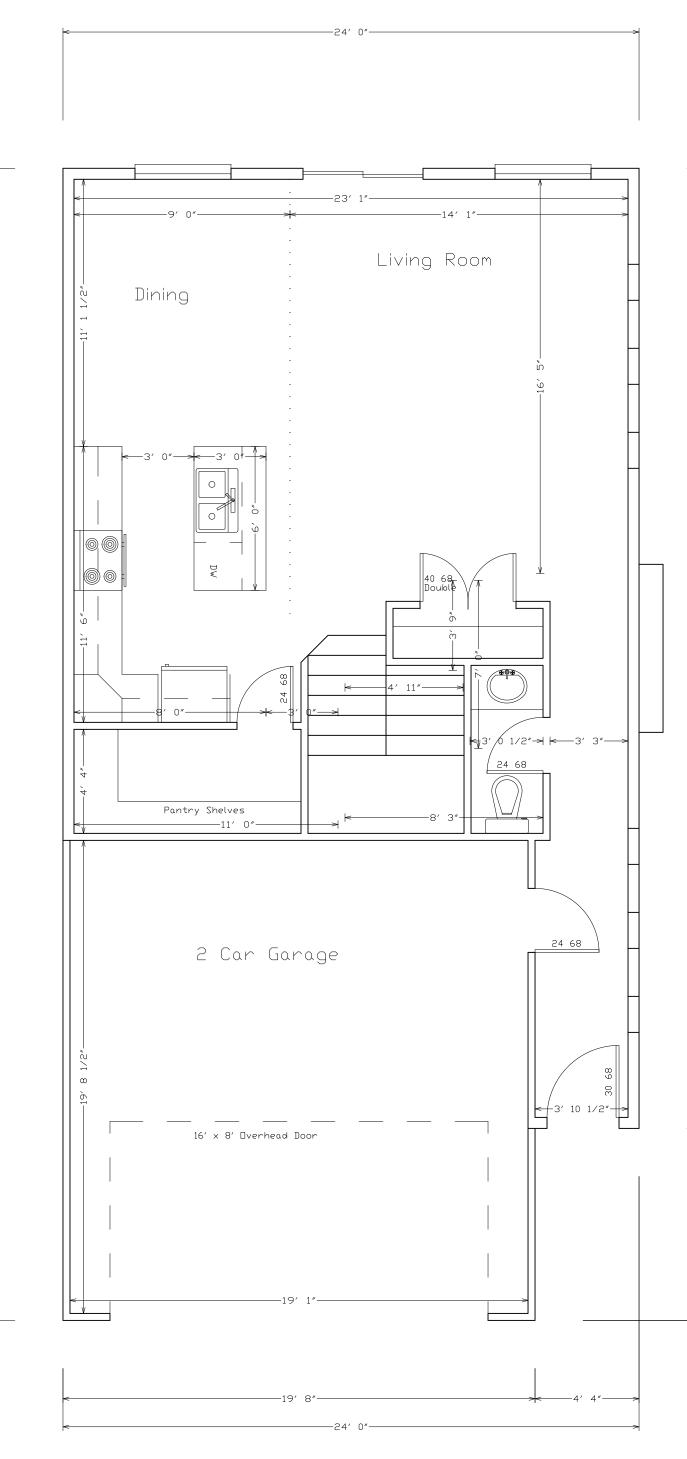




entific Name	Common Name	Planting Size
er x freemanii 'Jeffersred'	Autumn Blaze Maple	2" cal.
us 'Prairie Fire'	Prairie Fire Crabapple	2" cal.
us nigra	Austrian Pine	6'-8' B&B
us calleryana 'Aristocrat'	Aristocrat Flowering Pear	2" cal.

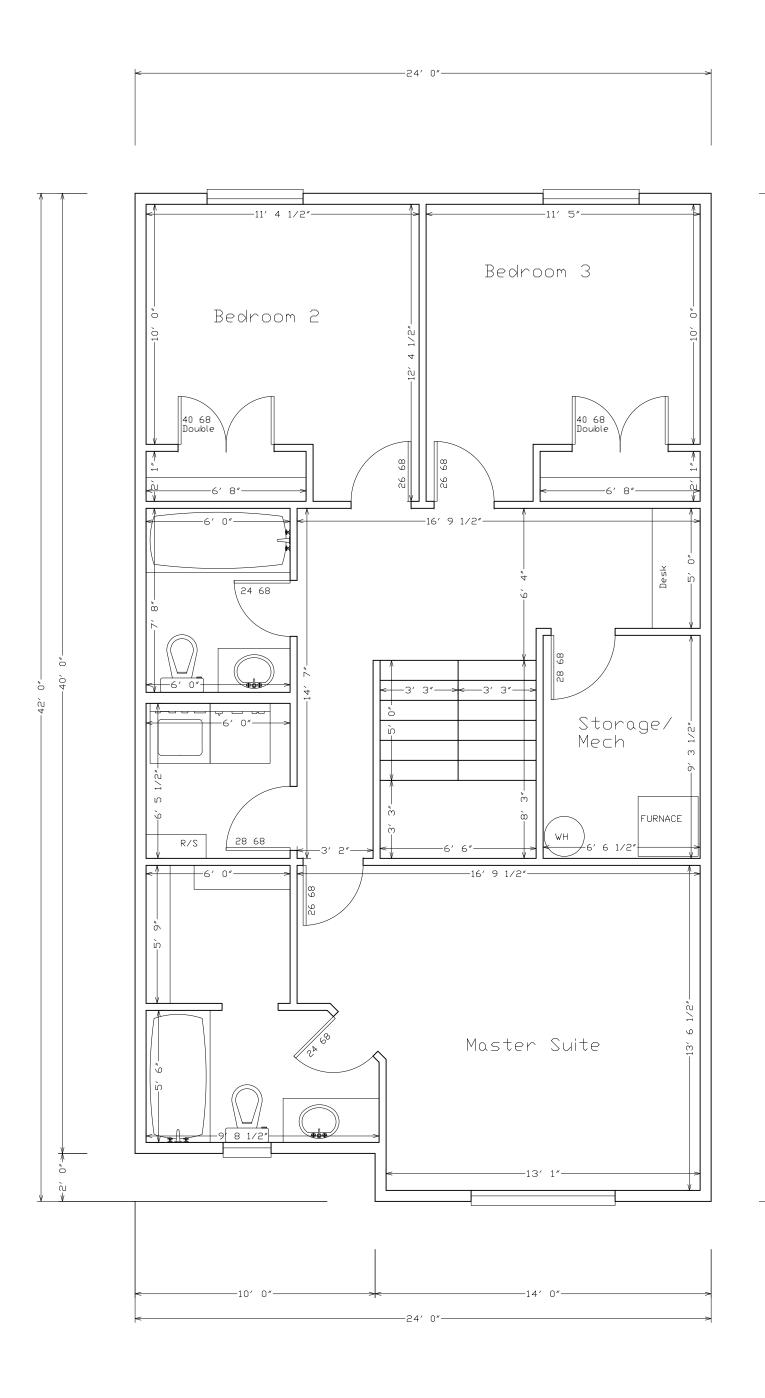
entific Name	Common Name	Planting Size
onymus alatas 'Compacta'	Dwarf Burning Bush	5 gal.
us mugo 'Pumilio'	Dwarf Mugo Pine	5 gal.
raea japonica 'Magic Carpet'	Magic Carpet Spirea	5 gal.
sa noatrum	Flower Carpet Rose	5 gal.

entific Name	Common Name	Planting Size
lamagrostis 'Karl Foerster'	Karl Foerster Grass	5 gal.
merocallis 'Stella de Oro'	Stella de Oro Daylily	1 gal.
pallida 'Variegata'	Variegated Sweet Iris	1 gal.
dum 'Autumn Joy'	Autumn Joy Sedum	1 gal.



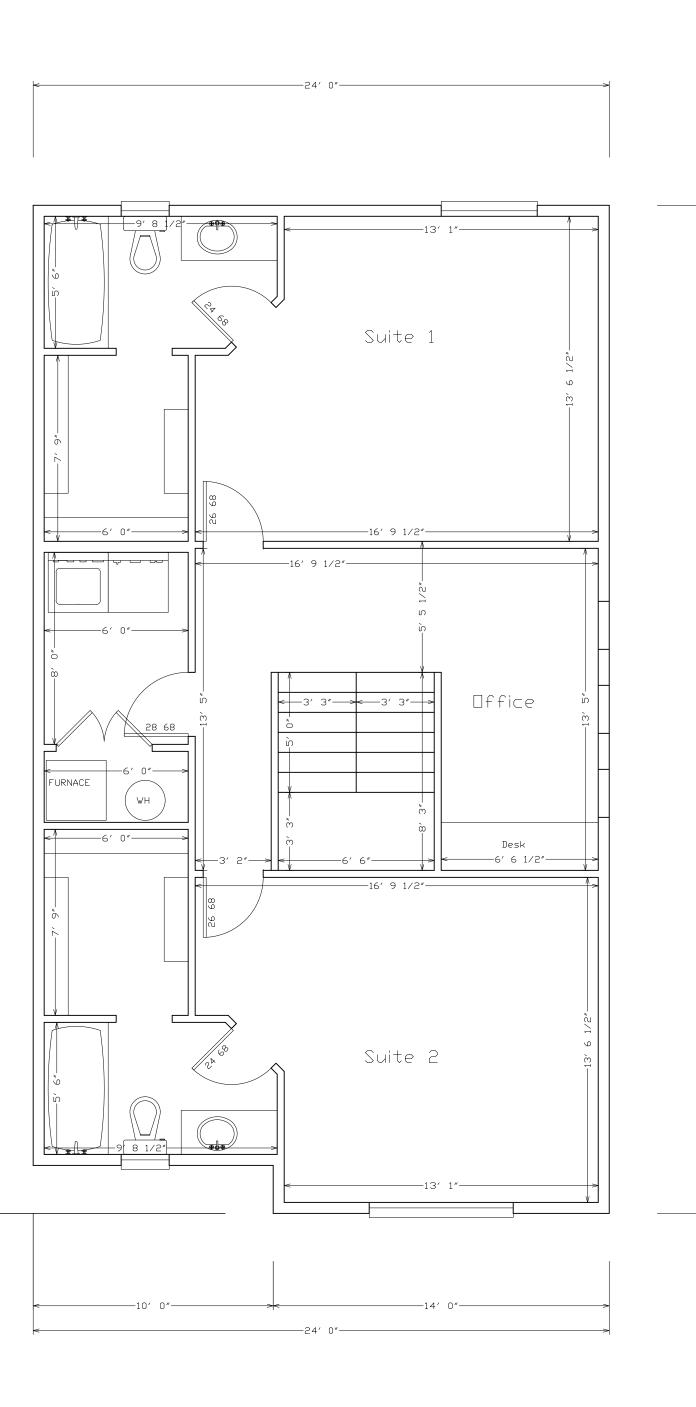
Main Level Double Unit (24x48) Stair 2

Total Footprint: 1118 Sq. Ft. Main Level: 726 Sq. Ft. Garage: 392 Sq. Ft.



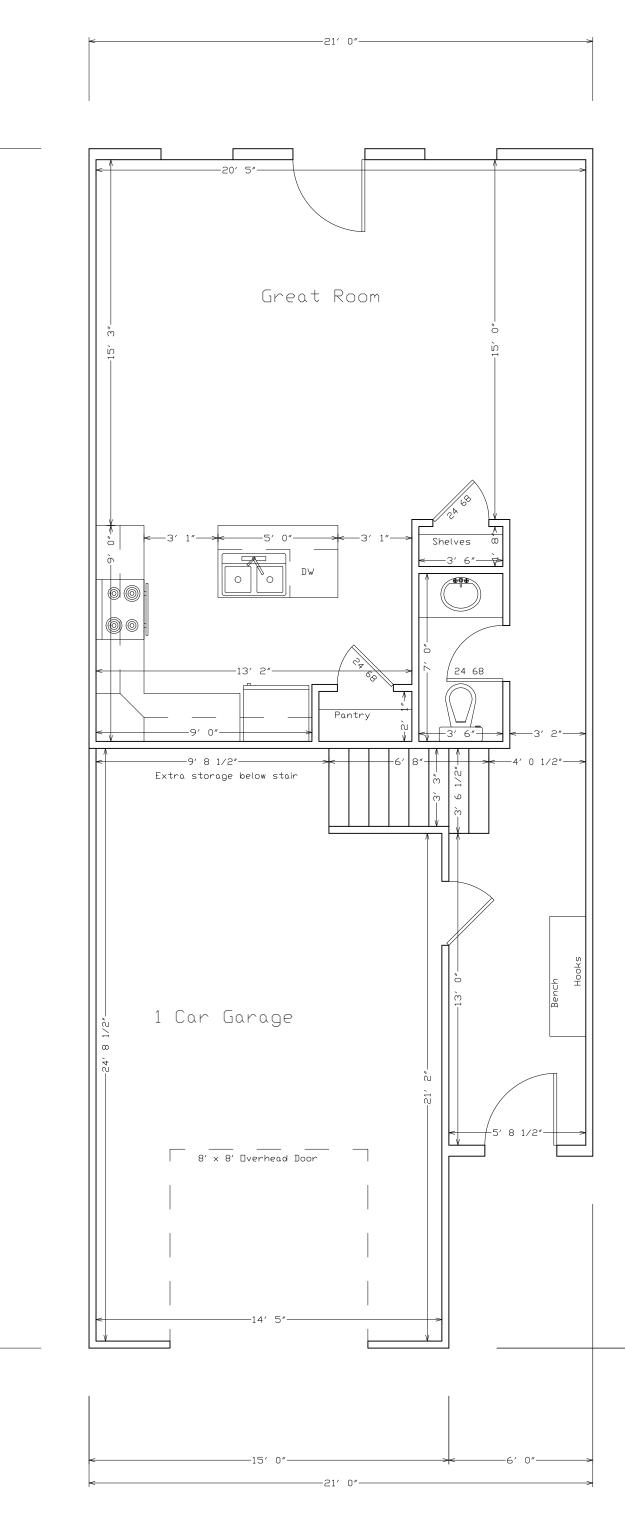
Upper Level Double Unit (24x48) Stair 2 Option 1 - 3 Bed 2 Bath

Total Living Space: 1638 Sq. Ft. Upper Level: 912 Sq. Ft.



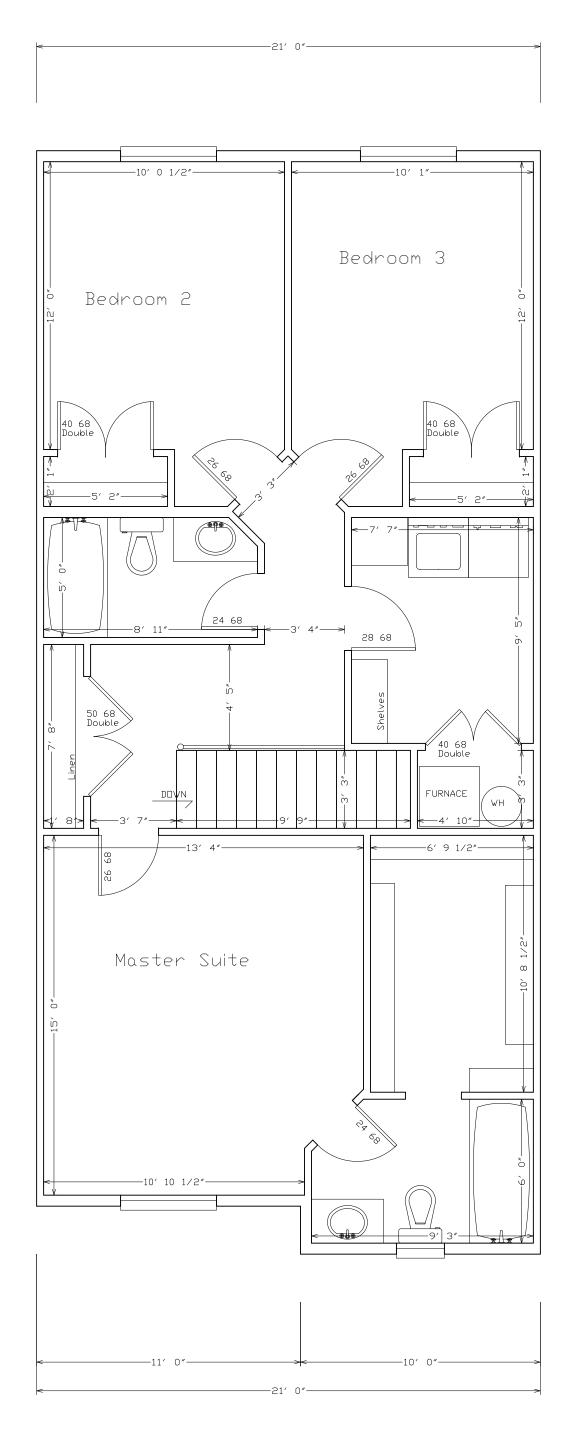
Upper Level Double Unit (24x48) Stair 2 Option 2 - 2 Suites

Total Living Space: 1638 Sq. Ft. Upper Level: 912 Sq. Ft.



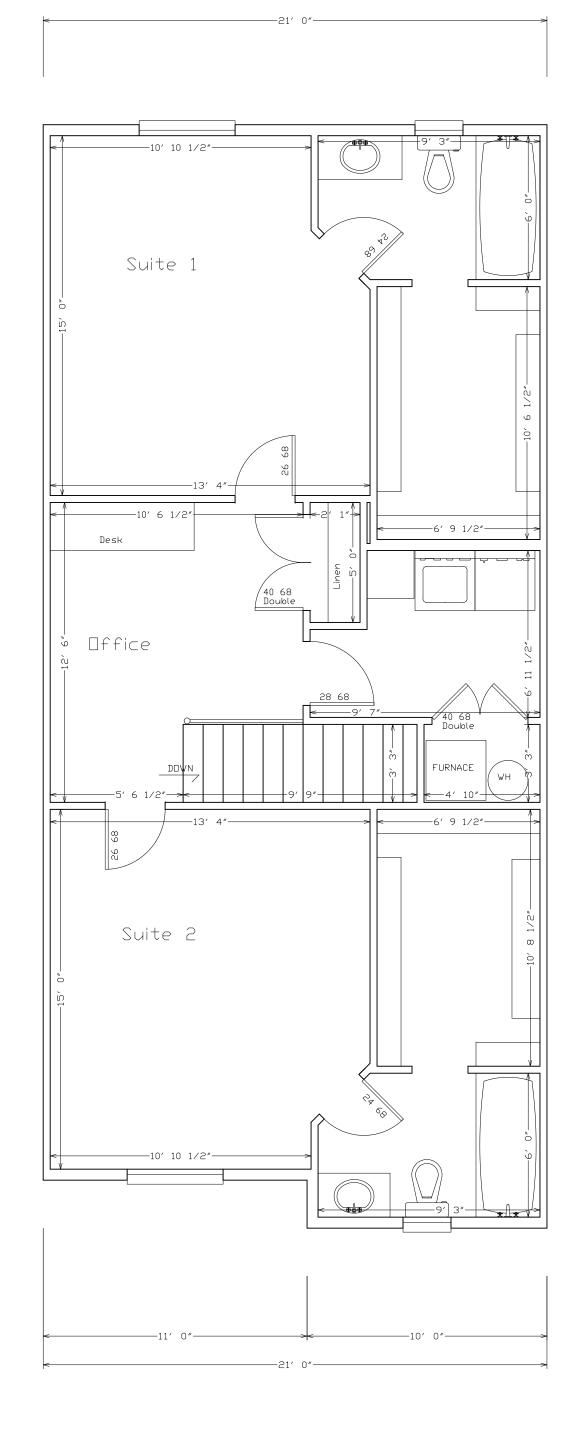
Main Level Single Unit (21x50) Total Footprint: 1002 Sq. Ft. Main Level: 644 Sq. Ft. Garage: 358 Sq. Ft.

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Upper Level Single Unit (21x50) Option 2 - 2 Suites Total Living Space: 1516 Sq. Ft. Upper Level: 914 Sq. Ft.







Fr(	ont Elevation	- 6 Unit Build	gnik	II

front	Elevation	 5	Unit	Building	



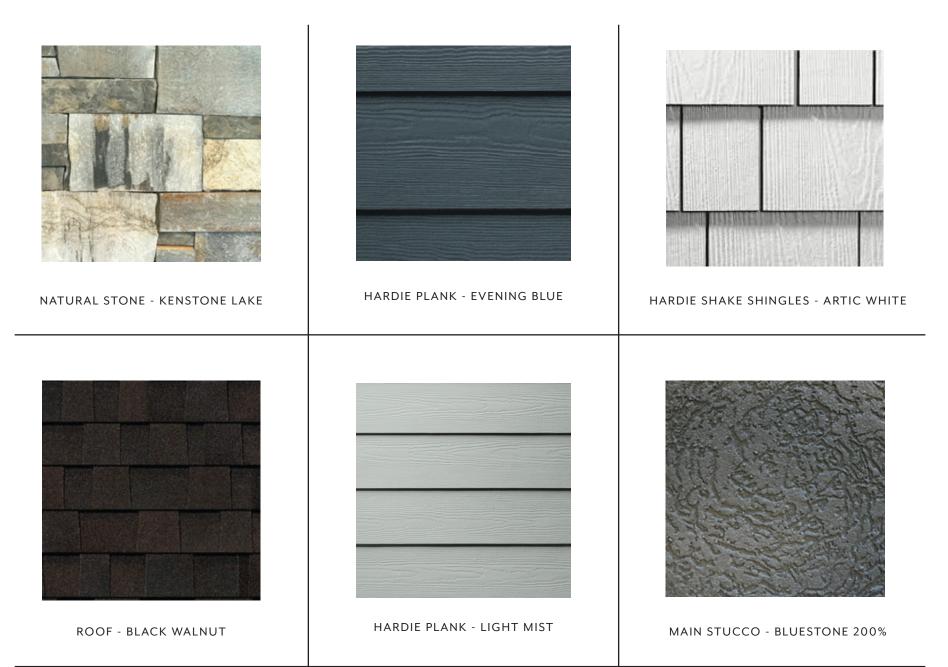


Side Elevation





FRONT ELEVATION - 5 UNIT BUILDING





STUCCO TRIM - MAXI WHITE



HARDIE SHAKE SHINGLES - HARRIS CREAM



## **EXTERIOR FINISH KEYNOTES:**

HARDIE TRIM: WHITE CANTILEVER: METAL GARAGE DOORS: WHITE FRONT DOORS: WHITE SOFFIT/FASCIA: 80 DEGREE WHITE



# **MEMORANDUM**

TO: South Weber City Planning Commission

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

manim

CC: Barry Burton – South Weber City Planner Mark Larsen – South Weber City Public Works Director Elyse Greiner – South Weber City Recorder

# RE: OLD MAPLE FARMS PHASE 3 Final Review

Date: July 6, 2017

Our office has completed a review of the Final Plat and Improvement Plans for the Old Maple Farms Phase 3 subdivision dated, June 22, 2017. We recommend approval, subject to the following items being addressed prior to final approval from City Council.

# **GENERAL**

- 1. The plans need to be submitted to and an approval letter received from Central Weber Sewer District, South Weber Irrigation Company, Riverdale Bench Canal Company, and Weber Basin Water Conservancy District.
- 2. We recommend that no building permits be issued for this subdivision until Old Maple Road and Silver Oak Lane are constructed and a connection from 475 East to 6650 South is established. This will ensure compliance with the 30 lot ingress/egress code requirement.
- 3. A land drain system is being provided to address the shallow groundwater. Basements are allowed, but the depth is restricted in according with the table on the plat. We concur with what is being proposed.
- 4. According to the last information presented, jurisdictional wetlands are located along the Riverdale Bench Canal. In order to move forward, the developer will need to acquire the required permit from the US Army Corp of Engineers.

# **PLAT**

- 5. Addresses are needed. Our office will provide these.
- 6. The Ray property is shown as a part of the detention basin parcel, which is being dedicated to the City. In the Cost Share Agreement, recorded on February 6, 2017, it states "...City agrees to exercise reasonable efforts to acquire by donation the Ray parcel. Upon acquisition of the Ray Parcel, City agrees that the perpetual use of the Ray Parcel shall be for uses related to the Regional Basin and the pedestrian trail...City also agrees

that Developer may elect to relocate a segment of the Riverdale Bench Canal from its existing location to a course traversing the Ray Parcel..." To our knowledge, the acquisition of this parcel still needs to be accomplished, and the City staff is working on what the City agreed to do. The plat cannot be recorded until the property is acquired.

- 7. Parcel B should be labeled "for public trail" or something similar on the drawing so that potential home owners will be aware that there is a trail in their backyard.
- 8. Due to construction and grade challenges where the trail is located, we would recommend that Parcel B be 15' wide.
- 9. Unless the existing Riverdale Bench Canal easement has been vacated, language should be added to the plat indicating that it will be vacated with the recording of this plat.
- 10. Unless the proposed Riverdale Bench Canal easement has already been conveyed, this plat will need to dedicate the easement to them in the Owner's Dedication.
- 11. The language requested by Weber Basin for their culinary water transmission line easement needs to be added.
- 12. The existing fences should not be shown or dimensioned to on the plat, as they will likely be removed in the future.
- 13. We would recommend that the power easement be labeled somewhere on the first sheet (possibly included in the legend with the other easements and some unique hatching).
- 14. There are a lot of survey monuments on Silver Oak Lane. Any non-critical monument can be eliminated.
- 15. The sewer easements should be labeled clearly whether they are CWSID's or the City's.
- 16. The widths of the PU&DE's needs to be labeled.
- 17. The land drain is located in the PU&DE on the south side of Lot 316-R. This easement needs to be 15' wide.
- 18. The outlet control structure for the detention basin, outlet piping, emergency spillway to the culvert under I-84, and access road are located on Lots 315-R and 314-R. It appears that a 20' 25' wide easement on the east property line of these lots is needed for these storm drain facilities.

# **IMPROVEMENT PLANS**

- 19. The technical specifications for the main Old Fort Trail need to match what was already done in the Cottonwood Cove Subdivision with that portion of the trail. The trail needs to be 10' wide, with 3" thick asphalt and approximately 8" thick roadbase (based on the types of soils in this area). A detail for the construction of the trail needs to be added to the plans.
- 20. The trail needs to be designed in regards to slopes and cut/fills. This may be best shown with a profile view and some corresponding section views, or as desired by the developer's engineer.
- 21. A 15' wide drivable surface needs to be provided from Kingston Dr. to the outlet control structure in the detention basin, and the culvert going under I-84.
- 22. More information is needed on the construction of the detention basin, spillway and overflow channel, and access road (elevations on contours, high water elevation, cut sections, exact location of the access road, grades, slopes, etc.).

- 23. The locations and number of the fire hydrants should be confirmed by the Fire Department.
- 24. The type of fencing needs to be confirmed along the I-84 ROW (nothing proposed). The Future Land Use Map in the General Plan requires a "visual buffer." The Planning Commission needs to decide what will meet this requirement.
- 25. We have a redlined drawing set of minor corrects/revisions that we will provide to the developer's engineer.



**Planning Department** 

Davis County Administration Building, 61 South Main Street, P.O. Box 618, Farmington Utah 84025 Telephone: (801) 451-3279 - Fax: (801) 451-3281

## PROJECT REVIEW OLD MAPLE FARMS SUBDIVISION PHASE 3 By Barry Burton

July 6, 2017

## Plat/Layout:

The proposed layout of lots and streets is consistent with the approved preliminary plat. All lots conform to the area and lot width requirements. There are no addresses on the plats, but Brandon will provide those for City Council review. There is a parcel "B" along the I-84 rightof-way that is to be set aside for the trail the City is requiring, but this will not be clear to potential lot owners. The trail location needs to be made clear so that potential owners know there will be a trail in their back yard.

There is a small parcel of land adjacent to the proposed detention basin and I-84 that belongs to the Ray family. Developers have previously indicated they were unsuccessful in obtaining this parcel, yet it is now included in Phase 3 where previous plans have shown it excluded. It would be better if this parcel was included, but we need proof that it has been obtained by developers or that the Ray family will agree to sign the plat as owners.

The Planning Commission should have some discussion on requiring a masonry sound wall along the I-84 frontage of lots 313 and 314.

## Wetlands:

There are jurisdictional wetlands located on the Riverdale bench Canal. These wetlands will be disturbed for construction of the storm water detention basin. A permit from the U.S. Army Corps of Engineers will need to be obtained in order to move the wetlands or otherwise mitigate this disturbance.

## Geotechnical:

The geotechnical report indicates there is high groundwater which will impact home construction. Developers have included a table of allowed basement depths on each lot in order to comply with geotech recommendations.

## **Recommendation:**

I recommend approval of the final plats of Phase 3 with the provision that a wetland mitigation permit is obtained, addresses are added prior to City Council action and with proof of ownership of the "Ray Family" parcel. Require a sound wall, if so desired.

## For Office Use Only

Fees received by: 46Date of submittal: 6/72/14Amount Paid: 100 - 20Receipt #: 17.045769

Initial Review, all of the required supporting materials have been provided: \_

PC/CC Meeting Date: July 13, 2017

# SOUTH WEBE

# **Final Plan Application**

Project/Subdivision Name: OLD MAPLE FARM	MS - PHASE 3
Approx. Location: 475 EAST 6650 WEST	
Parcel Number(s): 13-006-0025	Total Acres: 15.172
Current Zone: RM	
Surrounding Land Uses: RESIDENTIAL/AGR	ICULTURAL
Number of Lots: 24 # Lots Per Acre:	1.58
Phase: 3 of 4 PUD: Yes / No	

# **Contact Information**

## **Developer or Agent**

Name:	MIKE	& DIA	ANE	FORD		
	ny Name				•	
	s: P.O.			1228		
City/Sta	ate/Zip:	S.L.	.с.			
	801-58			ax:		
	m.ford					

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

X Email Phone Fax Mail

## **Developer's Engineer**

Name: J. NATE REEVE, PE
Company: REEVE & ASSOCIATES, INC.
License #: 375328
Address: 5160 S. 1500 W.
City/State/Zip: RIVERDALE, UT 84405
Phone:801-621-3100 Fax: 801-621-2666
Email: nreeve@reeve-assoc.com

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

<u>x</u> Email Phone Fax Mail

## Surveyor

## A Check here if same as Engineer

Name:		
Company:		
License #:		
Address:		
City/State/Zip:		
Phone:	Fax:	
Email:		

## **Property Owner(s)**

## ⊠ Check here if same as Developer

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

# **Final Plan Requirements**

- Complete all conditions/requirements set by the Planning Commission at Preliminary Approval
- □ Finalized Draft of Covenants, Conditions, and Restrictions (if applicable)
- □ Finalized Storm Drain Calculations
- □ Any applicable agreements finalized, signed, and proof of recording with county provided (agreements with South Weber City must be finalized and remain unsigned)
- □ Finalized set of certified, stamped construction drawings and specifications as prepared by a licensed civil engineer\*\*

\*\*One full sized (24" x 36"), one reduced (11" x 17"), and one electronic PDF form shall be submitted of the following (the north area to point up or to the left):

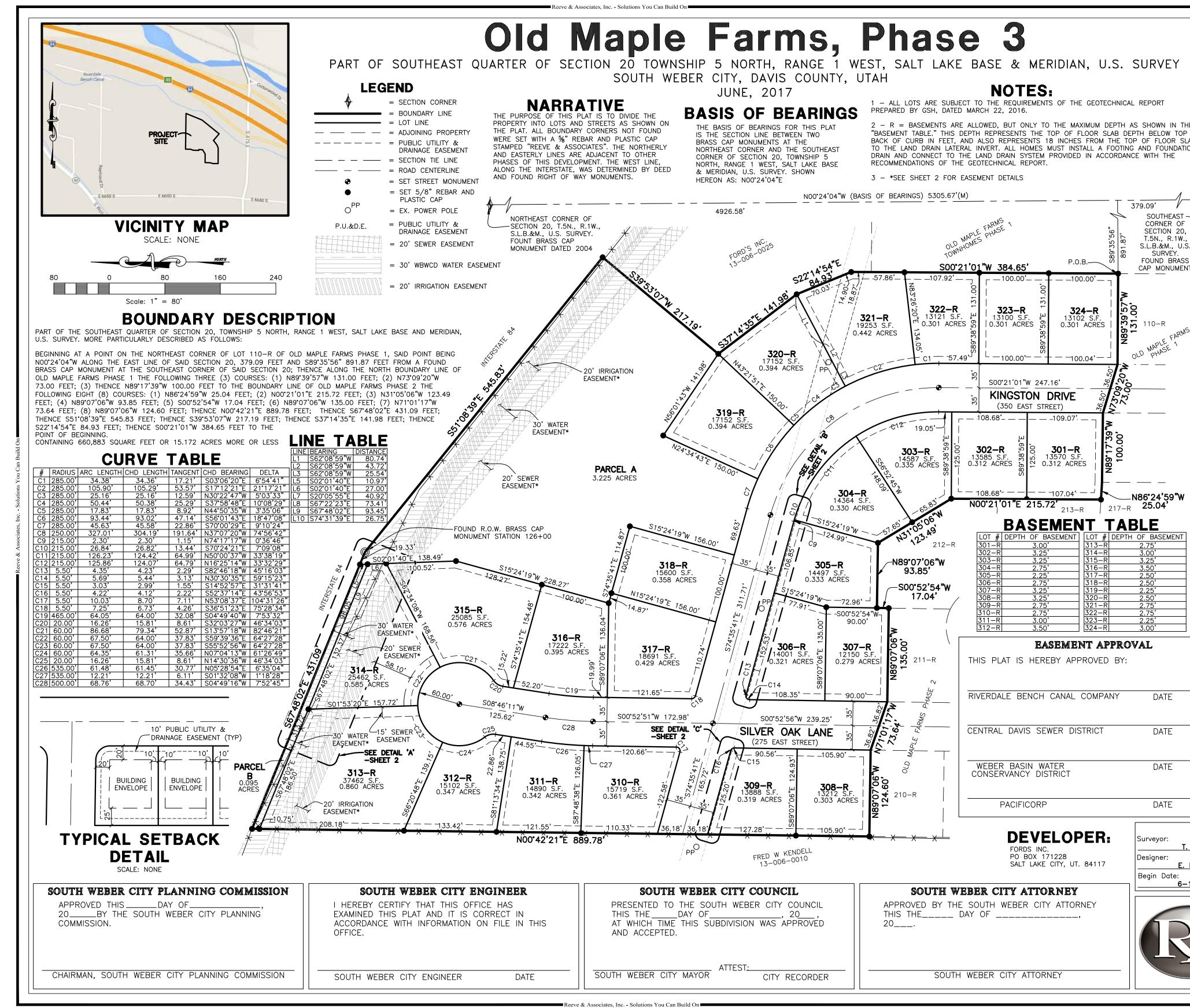
□ Format of Final Plat for Recording Required by the County

\*All plans must be prepared and stamped by a licensed and/or certified professionals including, but not limited to, architects, landscape architects, land planners, engineers, surveyors, transportation engineers or other professionals as deemed necessary by the City Planner.

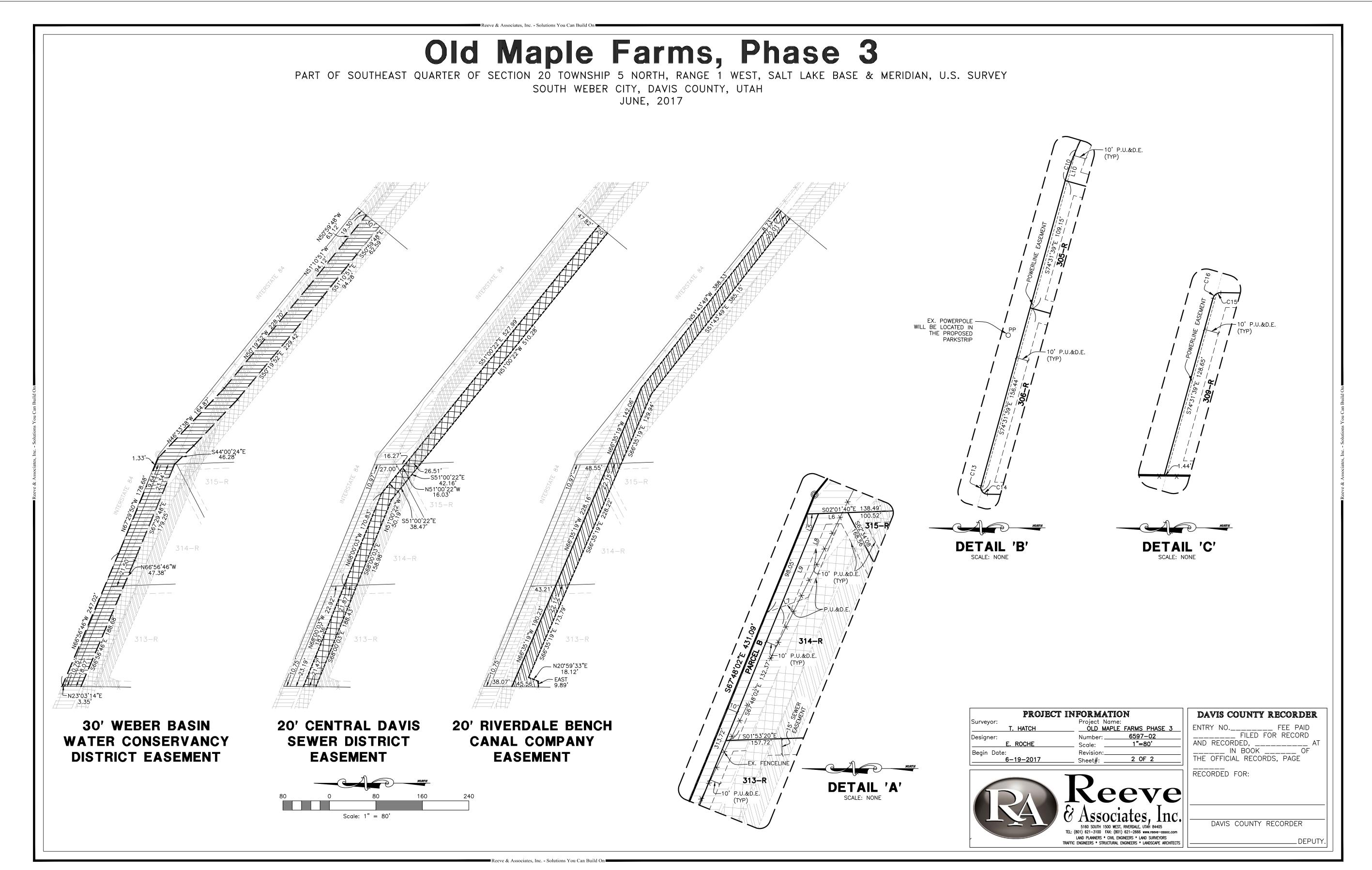
# **Applicant Certification**

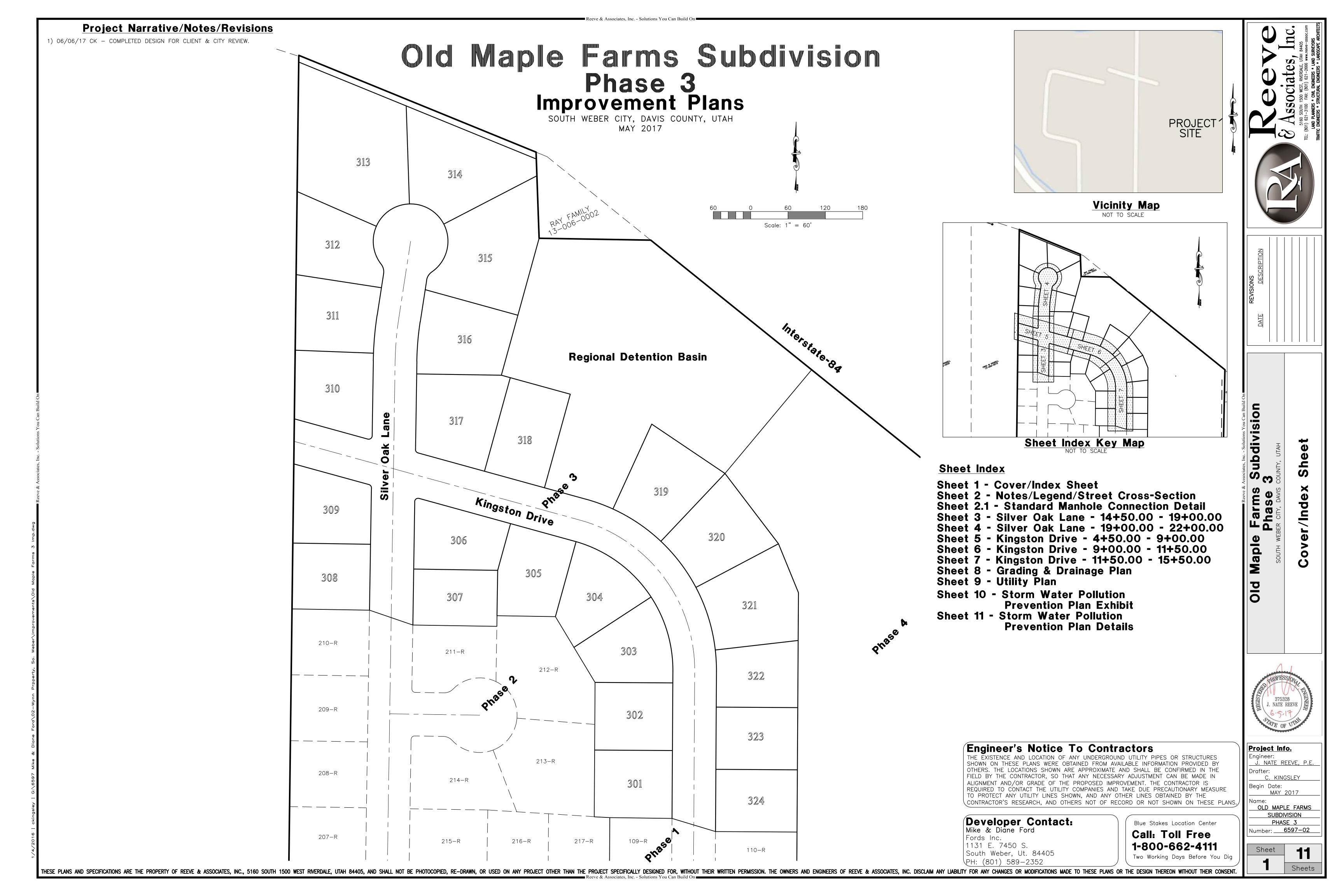
I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete, and accurate to the best of my knowledge. I also certify that I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me with respect to this application. Should any of the information or representations submitted in connection with this application 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 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: Property Owner's Signature: Date: FORD'S INC



SURVEYOR'S C. I, <u>TREVOR J. HATCH</u> , DO HEREBY CERTIF PROFESSIONAL LAND SURVEYOR IN THE WITH TITLE 58, CHAPTER 22, PROFESSIO SURVEYORS ACT; AND THAT I HAVE COM DESCRIBED ON THIS PLAT IN ACCORDANC HAVE VERIFIED ALL MEASUREMENTS, AND REPRESENTED ON THIS PLAT, AND THAT PHASE 3 IN <u>SOUTH WEBER</u> . DAVIS COUN CORRECTLY TO THE DESIGNATED SCALE A REPRESENTATION OF THE HEREIN DESCR SUBDIVISION, BASED UPON DATA COMPIL <u>COUNTY</u> RECORDER'S OFFICE AND FROM GROUND, I FURTHER CERTIFY THAT THE STATUTES AND ORDINANCES OF <u>SOUTH A</u> CONCERNING ZONING REQUIREMENTS REC BEEN COMPLIED WITH. SIGNED THIS DAY OF	Y THAT I AM A REGISTERED STATE OF UTAH IN ACCORDANCE NAL ENGINEERS AND LAND PLETED A SURVEY OF THE PROPERTY CE WITH SECTION 17-23-17 AND HAVE PLACED MONUMENTS AS THIS PLAT OF <u>OLD MAPLE FARMS</u> <u>ITY</u> , UTAH, HAS BEEN DRAWN AND IS A TRUE AND CORRECT IBED LANDS INCLUDED IN SAID ED FROM RECORDS IN THE <u>DAVIS</u> SAID SURVEY MADE BY ME ON THE REQUIREMENTS OF ALL APPLICABLE <u>WEBER CITY</u> , <u>DAVIS COUNTY</u> GARDING LOT MEASUREMENTS HAVE
9031945	
UTAH LICENSE NUMBER	TREVOR J. HATCH
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COMMISSION EXPIRES	NOTARY PUBLIC
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	I, TREVOR J. HATCH, DO HEREBY CERTIF PROFESSIONAL LAND SURVEYOR IN THE WITH TITLE 58, CHAPTER 22, PROFESSIO SURVEYORS ACT; AND THAT I HAVE COM DESCRIBED ON THIS PLAT, NACCORDANN HAVE VERIFIED ALL MEASUREMENTS, AND REPRESENTED ON THIS PLAT, AND THAT PHASE 3 IN SOUTH WEBER, DAVIS COUNFL CORRECTLY TO THE DESIGNATED SCALE & REPRESENTATION OF THE HEREIN DESCR SUBDIVISION, BASED UPON DATA COMPIL COUNTY RECORDER'S OFFICE AND FROM GROUND, I FURTHER CERTIFY THAT THE STATUTES AND ORDINANCES OF <u>SOUTH Y</u> CONCERNING ZONING REQUIREMENTS REC BEEN COMPLIED WITH. SIGNED THIS DAY OF <u>9031945</u> UTAH LICENSE NUMBER NUMERS DEDICATION A WE THE UNDERSIGNED OWNERS OF THE DO HEREBY SET APART AND SUBDIVICE AS SHOWN ON THE PLAT AND NAME SAT 3, AND DO HEREBY DEDICATE, GRANT AN DAYIS COUNTY, UTAH, ALL PARTS OF SAT STRETS, THE SAME TO BE USED AS PL AND ALSO DEDICATE TO SOUTH WEBER COUNTY, UTAH, ALL PARTS OF SAT SUTH WEBER CITY FOR A DEFENTION DE WEED AND MAINTAINED BY THE SAME, SOUTH WEBER CITY AND SOUTH WEBER CITY FOR A DETENTION BOWNED AND MAINTAINED BY THE SAME, SIGNED THIS DAY OF SIGNED THIS DAY OF APPEARED BEFORE ME, THE UNDERSIGNE WOLLINTARILY, AND FOR THE PURPOSES TOPERATION OF PUBLIC UTILITY SERVICE I ACKNOWLED SIGNED THIS DAY OF SIGNED THIS DAY OF MUMBER CITY FOR A DETENTION BE SAME. SIGNED THIS DAY OF ON THE DAY OF COMMISSION EXPIRES DAY OF OF SAID CORPORATION FOR THE ACKNOWLEDGED TO ME THEY ARE ACKNOWLEDGED TO ME THEY ARE ACKNOWLEDGED TO ME THEY ARE ACKNOWLEDGED TO ME THEY ARE ACKNOWLEDGED TO ME THEY ARE 3 NUMBER' CITY FOR A DEFORMENT TO DO THE DAY OF





# **General Notes:**

- 1. ALL CONSTRUCTION MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY: GOVERNING UTILITY MUNICIPALITY, GOVERNING CITY OR COUNTY (IF UN-INCORPORATED), INDIVIDUAL PRODUCT MANUFACTURERS, AMERICAN PUBLIC WORKS ASSOCIATION (APWA), AND THE DESIGN ENGINEER. THE ORDER LISTED ABOVE IS ARRANGED BY SENIORITY. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED
- BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION. 2. CONTRACTOR TO STRICTLY FOLLOW GEOTECHNICAL RECOMMENDATIONS FOR THIS PROJECT. ALL GRADING INCLUDING BUT NOT LIMITED TO CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATLON/BACKFILL, SITE GRUBBING, RETAINING WALLS AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH THE PROJECT GEOTECHNICAL ENGINEER.
- 3. TRAFFIC CONTROL, STRIPING & SIGNAGE TO CONFORM TO CURRENT GOVERNING AGENCIES
- TRANSPORTATION ENGINEER'S MANUAL AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- 4. ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
- 5. CONSULT ALL OF THE DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.
- 6. AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING
- PAVEMENT SHALL BE SAWCUT TO A CLEAN, SMOOTH EDGE. 7. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY GUIDELINES
- 8. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES
- 9. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.
- 10. ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE CITY, COUNTY OR STATE AGENCY CONTROLLING THE ROAD, INCLUDING OBTAINING REQUIRED INSPECTIONS.
- 11. ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES.
- 12. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS BEFOREHAND.
- 13. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH BY THE GEOTECHNICAL ENGINEER. 14. CATCH SLOPES SHALL BE GRADED AS SPECIFIED ON GRADING PLANS.
- 15. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FLAGGING, CAUTION SIGNS, LIGHTS, BARRICADES, FLAGMEN, AND ALL OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.
- 16. CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE WHERE THE PROJECT IS LOCATED AND SHALL BE BONDABLE FOR AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT BID AND TO DO THE TYPE OF WORK CONTEMPLATED IN THE PLANS AND SPECIFICATIONS. CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PLANS AND SPECIFICATIONS
- 17. CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY HIMSELF BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS HE MAY PREFER OF THE LOCATIONS OF THE PROPOSED WORK AND OF THE ACTUAL CONDITIONS OF AND AT THE SITE OF WORK. IF, DURING THE COURSE OF HIS EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS WHICH APPEAR TO HIM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, HE SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING HIS BID SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, HE HAS RELIED AND IS RELYING ON HIS OWN EXAMINATION OF (1) THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON HIS OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT. THE INFORMATION PROVIDED BY THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR. OR A SUPPLEMENT TO. THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT HE HAS NOT RELIED SOLELY UPON OWNER- OR ENGINEER-FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING HIS BID.
- 18. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION. 19. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN
- AUTHORIZATION FROM THE OWNER, ENGINEER, AND/OR GOVERNING AGENCIES. 20. CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, CONTROL POINTS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR
- REPLACEMENT AND/OR ERRORS CAUSED BY THEIR UNNECESSARY LOSS OR DISTURBANCE. 21. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND 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 THE ENGINEER.
- 22. CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL TESTING AND INSPECTION SHALL BE PAID FOR BY THE OWNER; ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
- 23. IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.
- 24. WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.
- 25. CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE AS-BUILT RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. AS-BUILT RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER ONE SET OF NEATLY MARKED AS-BUILT RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS-BUILT RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.
- 26. WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE HIGHEST QUALITY ARE TO BE USED. 27. CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK
- CALLED FOR IN THE PROJECT PLANS AND SPECIFICATIONS. THEREFORE, THE OWNER IS RELYING UPON THE EXPERIENCE AND EXPERTISE OF THE CONTRACTOR. PRICES PROVIDED WITHIN THE CONTRACT DOCUMENTS SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THE TRUE INTENT AND PURPOSE OF THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE AND HAVE SPECIAL SKILLS IN THE NATURE, EXTENT AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED. CONTRACTOR SHALL ALSO ACKNOWLEDGE THAT THERE ARE CERTAIN PECULIAR AND INHERENT CONDITIONS EXISTENT IN THE CONSTRUCTION OF THE PARTICULAR FACILITIES WHICH MAY CREATE, DURING THE CONSTRUCTION PROGRAM, UNUSUAL OR UNSAFE CONDITIONS HAZARDOUS TO PERSONS, PROPERTY AND THE ENVIRONMENT. CONTRACTOR SHALL BE AWARE OF SUCH PECULIAR RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH RESPECT TO SUCH HAZARDS.
- 28. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL STRIPING AND/OR PAVEMENT MARKINGS NECESSARY TO TIE EXISTING STRIPING INTO FUTURE STRIPING. METHOD OF REMOVAL SHALL BE BY GRINDING OR SANDBLASTING.
- 29. CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SLOPING OR OTHER PROVISIONS NECESSARY TO PROTECT WORKMEN FOR ALL AREAS TO BE EXCAVATED TO A DEPTH OF 4 FEET OR MORE. FOR EXCAVATIONS 4 FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL COMPLY WITH LOCAL, STATE AND NATIONAL SAFETY CODES, ORDINANCES. OR REQUIREMENTS FOR EXCAVATION AND TRENCHES.
- 30. ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE

# **Utility Notes:**

- INTERNET.

- THE REQUIRED PROCEDURES.

- GRATES TO ALLOW ACCESS
- CONDITIONS.

- 15. ALL BOLTED FITTINGS MUST BE GREASED AND WRAPPED.

- AND STREET PAVING.
- MAXIMUM SPACING OF 300'.

THE CONTRACTOR TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO GOVERNING AGENCIES ORDINANCES AND ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE COUNTIES. ALSO, INSPECTORS WILL HAVE THE RIGHT TO CHANGE THE FACILITIES AS NEEDED.

CONTRACTOR SHALL KEEP THE SITE WATERED TO CONTROL DUST. CONTRACTOR TO LOCATE A NEARBY HYDRANT FOR USE AND TO INSTALL TEMPORARY METER. CONSTRUCTION WATER COST TO BE INCLUDED IN BID.

WHEN GRADING OPERATIONS ARE COMPLETED AND THE DISTURBED GROUND IS LEFT "OPEN" FOR 14 DAYS OR MORE, THE AREA SHALL BE FURROWED PARALLEL TO THE CONTOURS.

THE CONTRACTOR SHALL MODIFY EROSION CONTROL MEASURES TO ACCOMMODATE PROJECT PLANNING.

ALL ACCESS TO PROPERTY WILL BE FROM PUBLIC RIGHT-OF-WAYS. THE CONTRACTOR IS REQUIRED BY STATE AND FEDERAL REGULATIONS TO PREPARE A STORM WATER POLLUTION PREVENTION PLAN AND FILE A "NOTICE OF INTENT" WITH THE GOVERNING AGENCIES.

# Maintenance:

ALL BEST MANAGEMENT PRACTICES (BMP'S) SHOWN ON THIS PLAN MUST BE MAINTAINED AT ALL TIMES UNTIL PROJECT CLOSE-OUT.

THE CONTRACTOR'S RESPONSIBILITY SHALL INCLUDE MAKING BI-WEEKLY CHECKS ON ALL EROSION CONTROL MEASURES TO DETERMINE IF REPAIR OR SEDIMENT REMOVAL IS NECESSARY. CHECKS SHALL BE DOCUMENTED AND COPIES OF THE INSPECTIONS KEPT ON SITE.

THE HEIGHT OF BARRIER.

EXPOSED SLOPES:

ANY EXPOSED SLOPE THAT WILL REMAIN UNTOUCHED FOR LONGER THAN 14 DAYS MUST BE STABILIZED BY ONE OR MORE OF THE FOLLOWING METHODS: A) Spraying DISTURBED AREAS WITH A TACKIFIER VIA HYDROSEED

B) TRACKING STRAW PERPENDICULAR TO SLOPES C) INSTALLING A LIGHT-WEIGHT, TEMPORARY EROSION CONTROL BLANKET

1. CONTRACTOR SHALL COORDINATE LOCATION OF NEW "DRY UTILITIES" WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE SERVICE, GAS SERVICE, CABLE, POWER,

Reeve & Associates, Inc. - Solutions You Can Build On

2. EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS USING A COMBINATION OF ON-SITE SURVEYS (BY OTHERS). PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE IN THE FIELD, THEIR MAIN AND SERVICE LINES 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT. 5. CONTRACTOR SHALL POT HOLE ALL UTILITIES TO DETERMINE IF CONFLICTS EXIST PRIOR TO BEGINNING ANY EXCAVATION. NOTIFY ENGINEER OF ANY CONFLICTS. CONTRACTOR SHALL VERIFY LOCATION AND INVERTS OF EXISTING UTILITIES TO WHICH NEW UTILITIES WILL BE CONNECTED. PRIOR TO COMMENCING ANY EXCAVATION WORK THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN ACCORDANCE WITH

4. CARE SHOULD BE TAKEN IN ALL EXCAVATIONS DUE TO POSSIBLE EXISTENCE OF UNRECORDED UTILITY LINES. EXCAVATION REQUIRED WITHIN PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT HIS EXPENSE

5. ALL VALVES AND MANHOLE COVERS SHALL BE RAISED OR LOWERED TO MEET FINISHED GRADE. CONTRACTOR SHALL CUT PIPES OFF FLUSH WITH THE INSIDE WALL OF THE BOX OR MANHOLE 7. CONTRACTOR SHALL GROUT AT CONNECTION OF PIPE TO BOX WITH NON-SHRINKING GROUT. INCLUDING PIPE VOIDS LEFT BY CUTTING PROCESS, TO A SMOOTH FINISH

8. CONTRACTOR SHALL GROUT WITH NON-SHRINK GROUT BETWEEN GRADE RINGS AND BETWEEN BOTTOM OF INLET LID FRAME AND TOP OF CONCRETE BOX 9. SILT AND DEBRIS IS TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE

MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION 10. CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET

11. EACH TRENCH SHALL BE EXCAVATED SO THAT THE PIPE CAN BE LAID TO THE ALIGNMENT AND GRADE AS REQUIRED. THE TRENCH WALL SHALL BE SO BRACED THAT THE WORKMEN MAY WORK SAFELY AND EFFICIENTLY. ALL TRENCHES SHALL BE DRAINED SO THE PIPE LAYING MAY TAKE PLACE IN DE-WATERED

12. CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION. 13. MAINTAIN A MINIMUM 18" VERTICAL SEPARATION DISTANCE BETWEEN ALL UTILITY CROSSINGS. 14. CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.

16. UNLESS SPECIFICALLY NOTED OTHERWISE, MAINTAIN AT LEAST 2 FEET OF COVER OVER ALL STORM DRAIN LINES AT ALL TIMES (INCLUDING DURING CONSTRUCTION)

17. ALL WATER LINES SHALL BE INSTALLED A MINIMUM OF 60" BELOW FINISHED GRADE 18. ALL SEWER LINES AND SEWER SERVICES SHALL HAVE A MINIMUM SEPARATION OF 10 FEET, PIPE EDGE TO PIPE EDGE, FROM THE WATER LINES. IF A 10 FOOT SEPARATION CAN NOT BE MAINTAINED, THE SEWER LINE AND WATER LINE SHALL BE LAID IN SEPARATE TRENCHES AND THE BOTTOM OF THE WATER LINE SHALL BE AT LEAST 18" ABOVE THE TOP OF THE SEWER LINE 19. CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.

20. ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK

21. CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE. 22. ALL STREET LIGHTS SHALL BE COBRA STYLE STREET LIGHTS (400 WATT EQUIVALENT LED) AT THE INTERSECTIONS AND POST STYLE STREET LIGHTS (WASHINGTON ACORN 250 WATT EQUIVALENT LED) AT A

23. CONSTRUCTION OF THE PRESSURE IRRIGATION SYSTEM SHALL BE PER THE SOUTH WEBER IRRIGATION COMPANY STANDARDS AND SPECIFICATIONS.

# **Erosion Control General Notes:**

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF

SEDIMENT TRACKED ONTO PAVED ROADS MUST BE CLEANED UP AS SOON AS PRACTICAL, BUT IN NO CASE LATER THAN THE END OF THE NORMAL WORK DAY. THE CLEAN UP WILL INCLUDE SWEEPING OF THE TRACKED MATERIAL, PICKING IT UP, AND DEPOSITING IT TO A CONTAINED AREA.

1. PROVIDE 4" THICKNESS OF ₹" OR 1" UNTREATED BASE COURSE UNDER SIDEWALK, DRIVEWAY APPROACHES, AND CURB & GUTTER. THESE PAVEMENT THICKNESS SHALL BE CONSIDERED AS CITY STANDARDS AND MAY BE INCREASED BY THE CITY ENGINEER WHEN A GREATER DEPTH IS NECESSARY TO PROVIDE SUFFICIENT STABILITY. DESIGNER AND/OR DEVELOPER MAY SUBMIT AN ALTERNATIVE PAVEMENT DESIGN BASED ON A DETAILED SOILS ANALYSIS FOR APPROVAL BY THE CITY ENGINEER WHICH MAY MODIFY PAVEMENT THICKNESS, BUT IN NO CASE SHALL THE BITUMINOUS SURFACE COURSE BE LESS THAN 3" AND THE UNTREATED BASE COURSE LESS THAN 8" THICK.

3. ALL ROAD CUTS SHALL BE PATCHED TO MATCH THE THICKNESS OF THE EXISTING PAVEMENT SECTION CUT. 4. SIDEWALKS, CURB & GUTTER, AND CROSS DRAINS SHALL BE

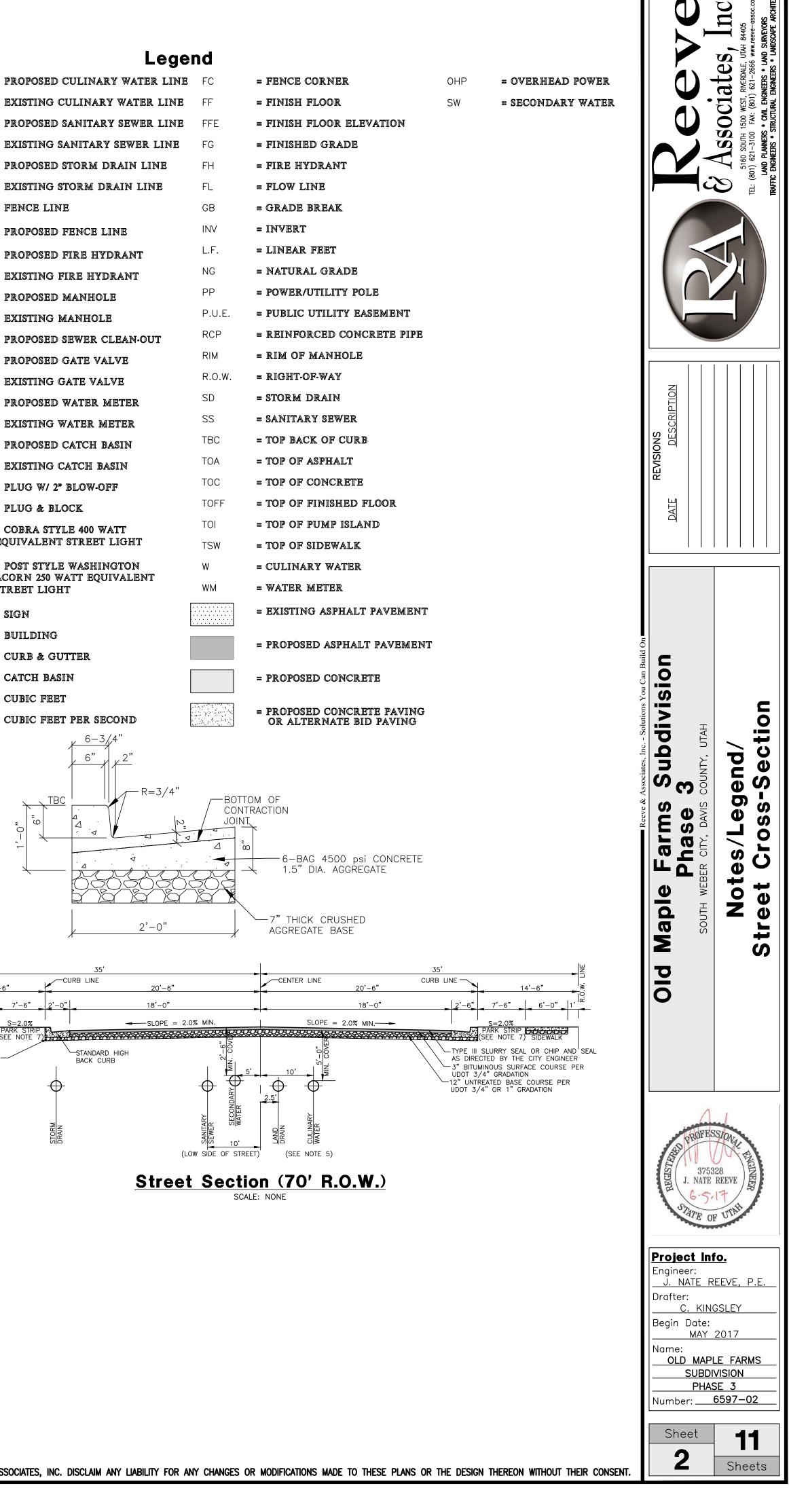
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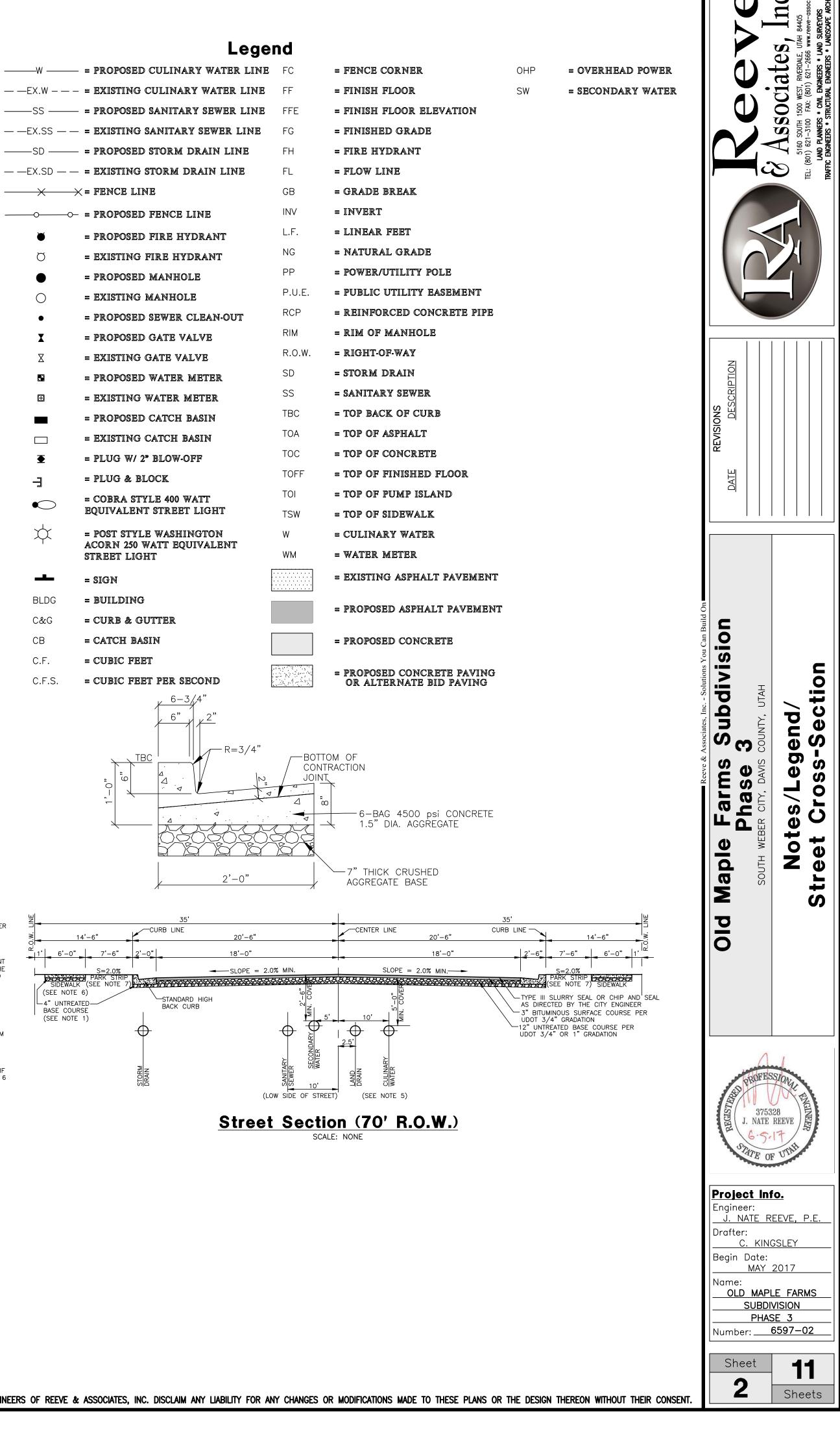
CONSTRUCTED IN COMPLIANCE WITH SOUTH WEBER CITY TECHNICAL SPECIFICATIONS. 5. ALL CULINARY WATER MAINS AND SERVICES MUST MAINTAIN A MINIMUM

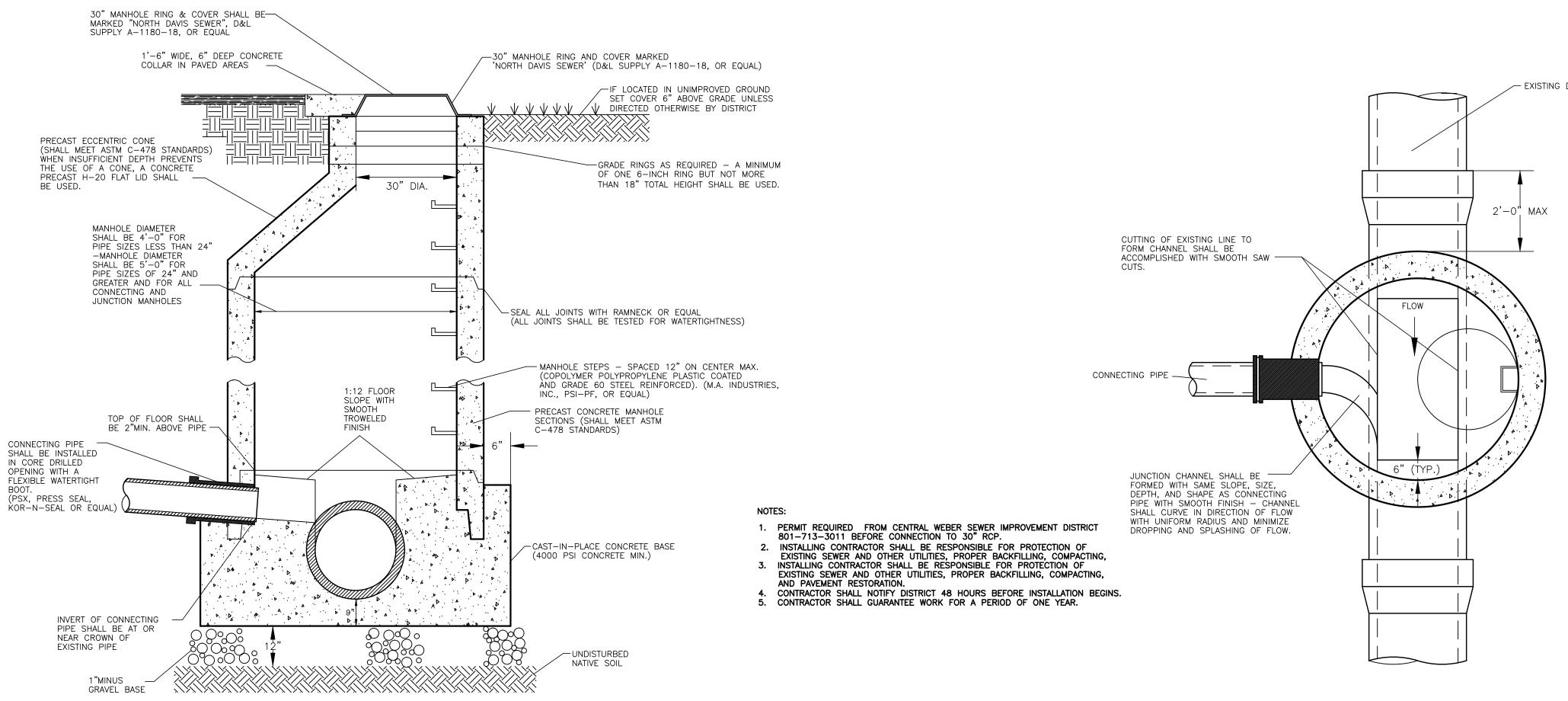
SEPARATION IN ACCORDANCE WITH THE STATE OF UTAH DIVISION OF DRINKING WATER RULES SECTION R309-550-7. THE SIDEWALK SHOWN ABOVE IS TO BE CONSIDERED THE "CITY STANDARD." OTHER LOCATIONS AND TYPES OF SIDEWALK AS

REQUESTED BY THE DEVELOPER MUST BE APPROVED BY THE CITY. SIDEWALK IS LOCATED AGAINST THE TBC, IT MUST BE A MINIMUM OF 6 FFT IN WIDTH 7. THE PLANTING OF TREES IN THE PARKSTRIP MAY BE A REQUIREMENT OF THE DEVELOPMENT IF DEEMED NECESSARY BY THE CITY.

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W W	8	EXISTING CULINAR
5 ——	8	PROPOSED SANITAR
SS — —	8	EXISTING SANITARY
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	8	PROPOSED WATER N
Ð	8	EXISTING WATER M
	8	PROPOSED CATCH B
	8	EXISTING CATCH BA
E	8	PLUG W/ 2" BLOW-O
]	8	PLUG & BLOCK
$\supset$		COBRA STYLE 400 W QUIVALENT STREET
<u>+</u>	A	POST STYLE WASHIP CORN 250 WATT EQU FREET LIGHT
<b>-</b>	8	SIGN
_DG	8	BUILDING
&G	8	CURB & GUTTER
3	=	CATCH BASIN

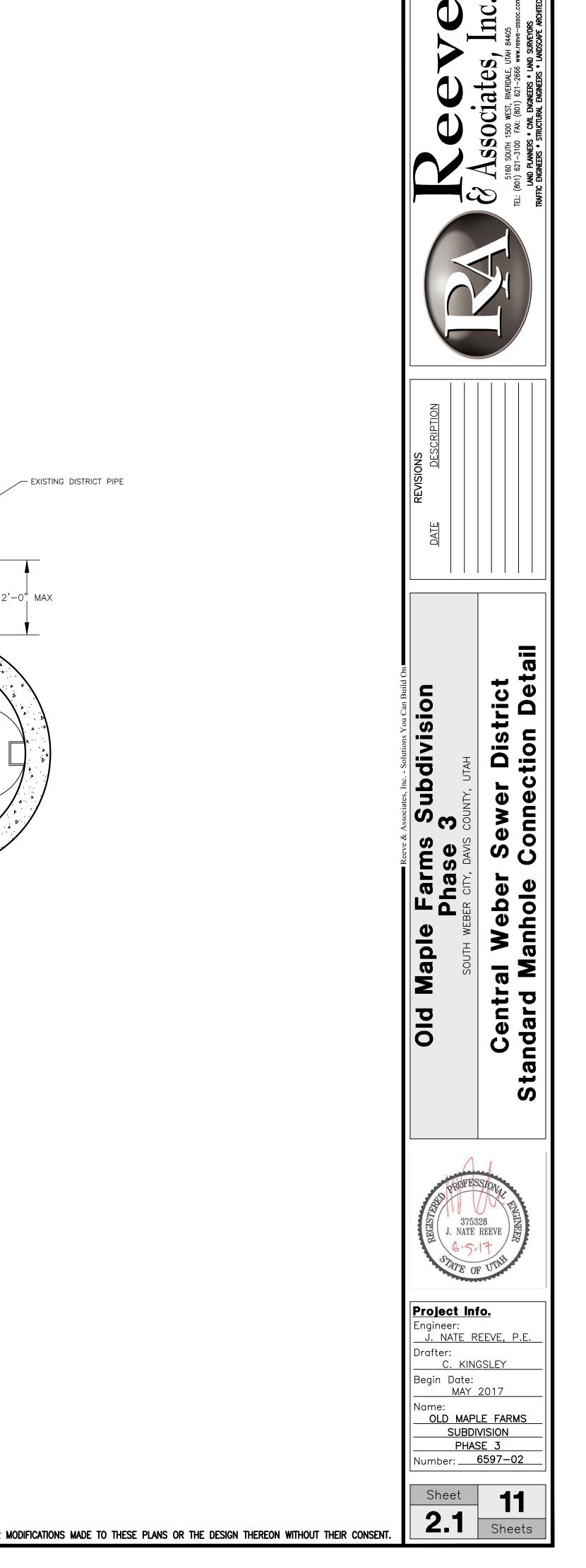


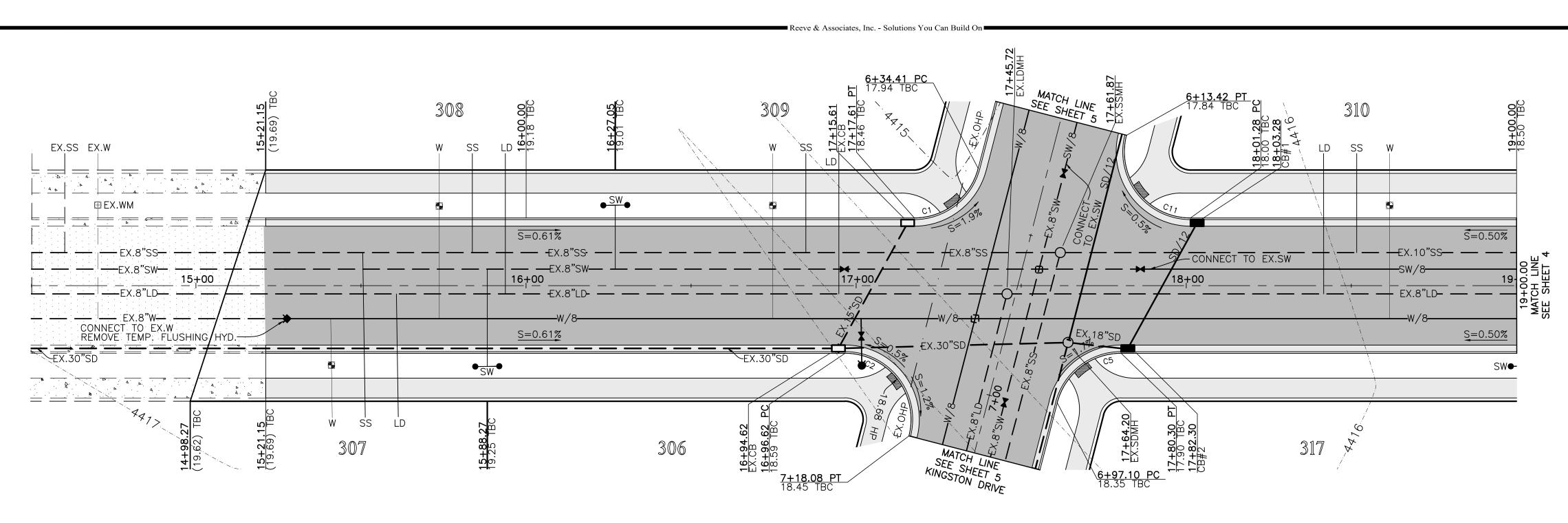


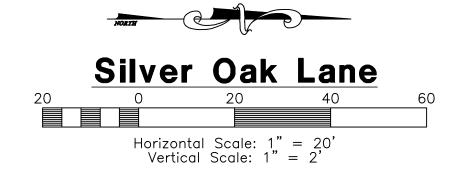


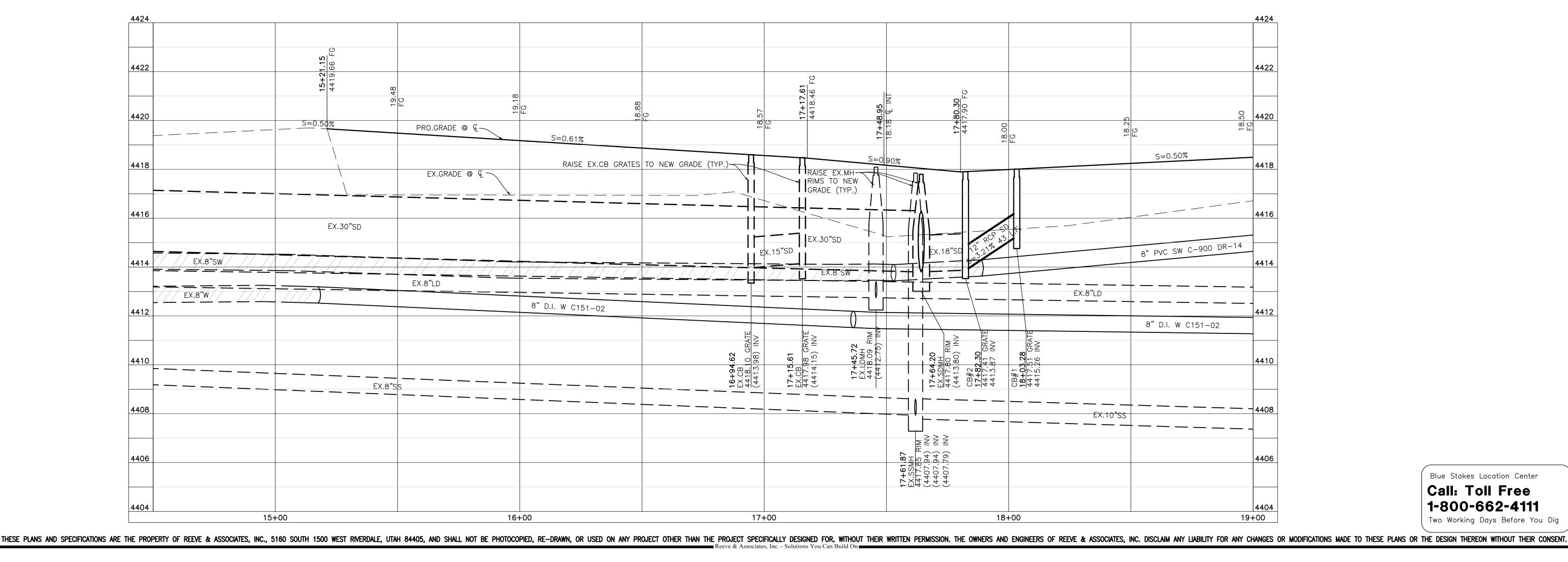
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# Central Weber Sewer District Standard Manhole Connection Detail SCALE: NONE

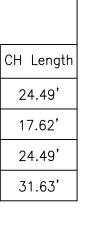


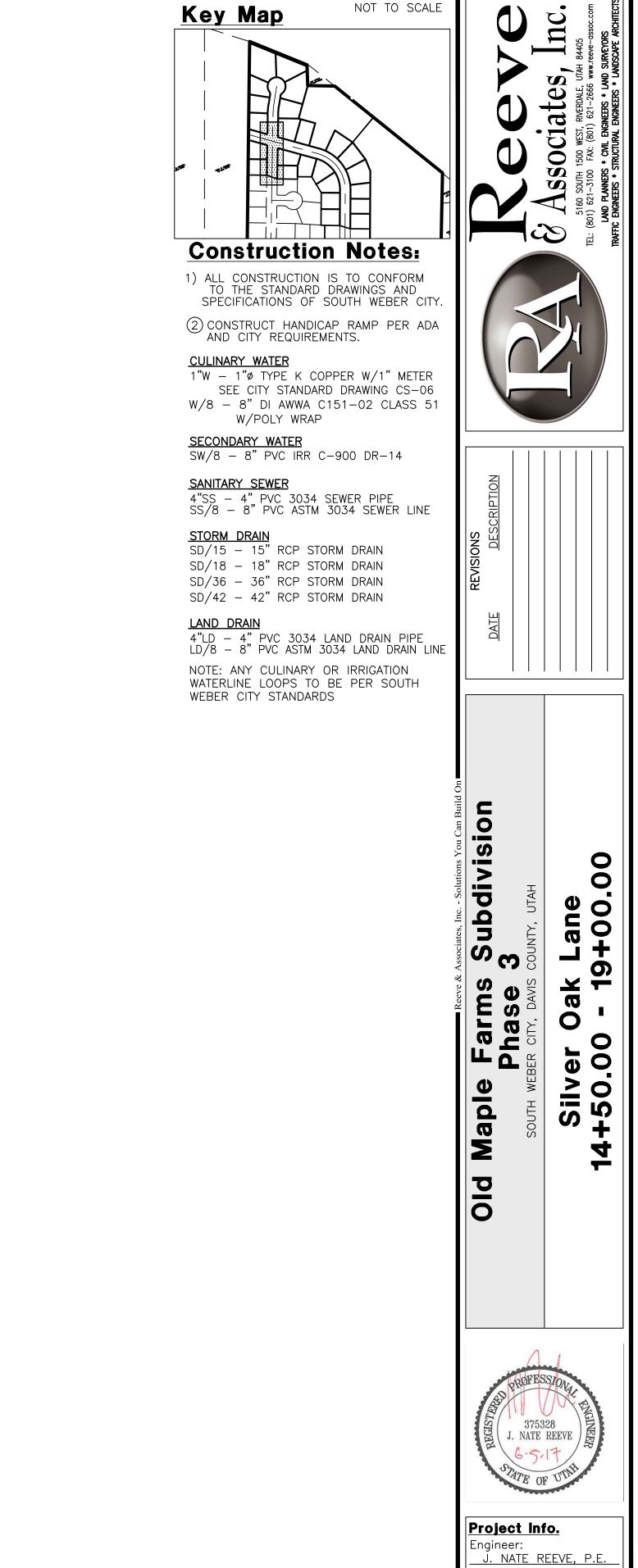






	<b>TBC Curve Data</b>									
#	Delta	Radius	Length	Tangent	Chord	С				
C1	75°28'34"	20.00'	26.35'	15.48'	N36°51'23"W					
C2	52°15'43"	20.00'	18.24'	9.81'	S27°00'45"W					
C5	75°28'34"	20.00'	26.35'	15.48'	S36°51'23"E					
C11	104°31'26"	20.00'	36.49'	25.84'	N53°08'37"E					





Blue Stakes Location Center

Call: Toll Free

1-800-662-4111

Two Working Days Before You Dig

Drafter:

Name:

Begin Date:

Sheet

3

C. KINGSLEY

MAY 2017

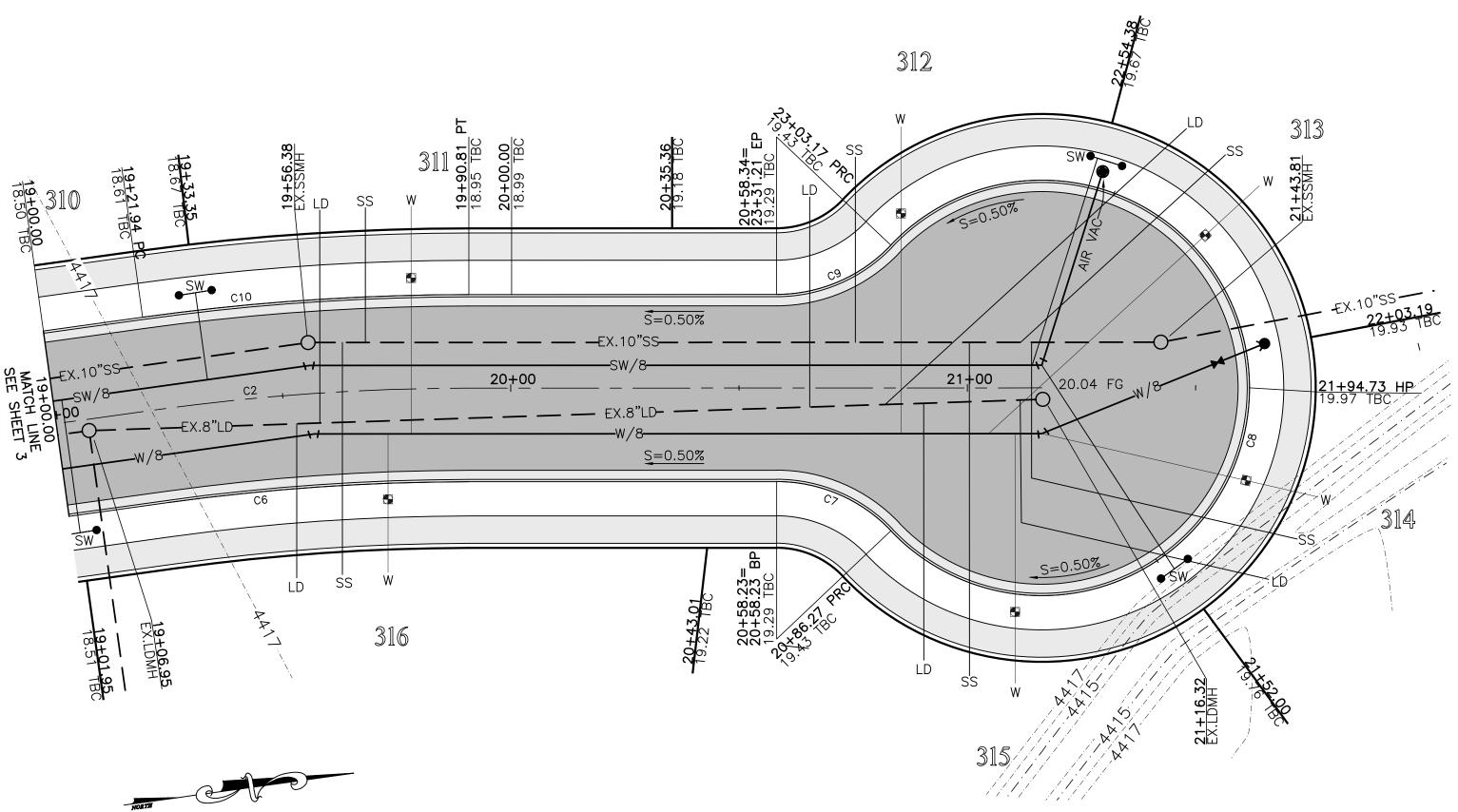
OLD MAPLE FARMS

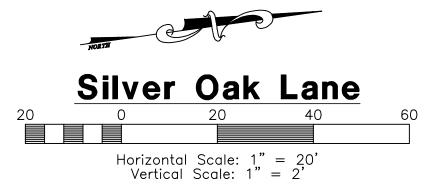
SUBDIVISION PHASE 3

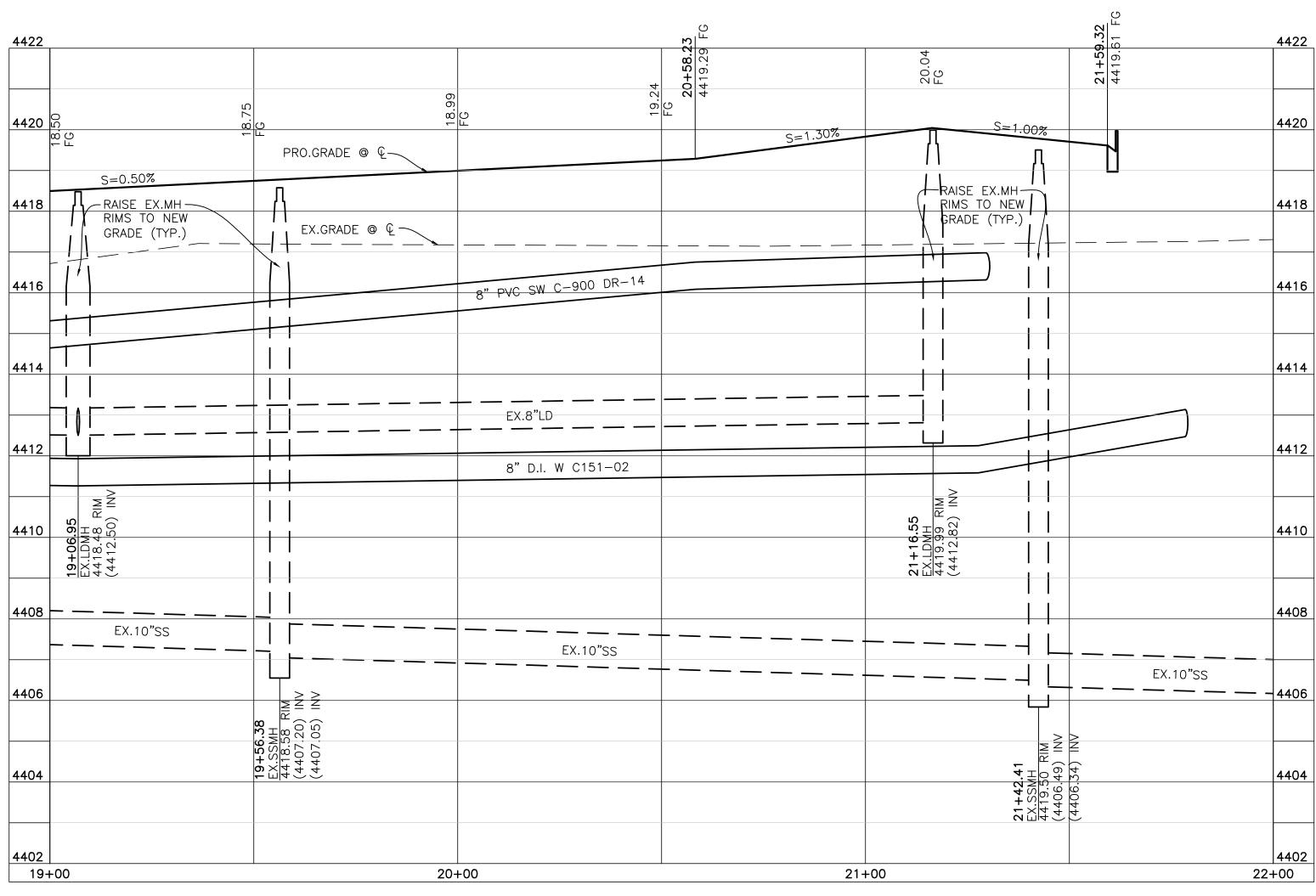
Number: <u>6597-02</u>

11

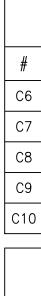
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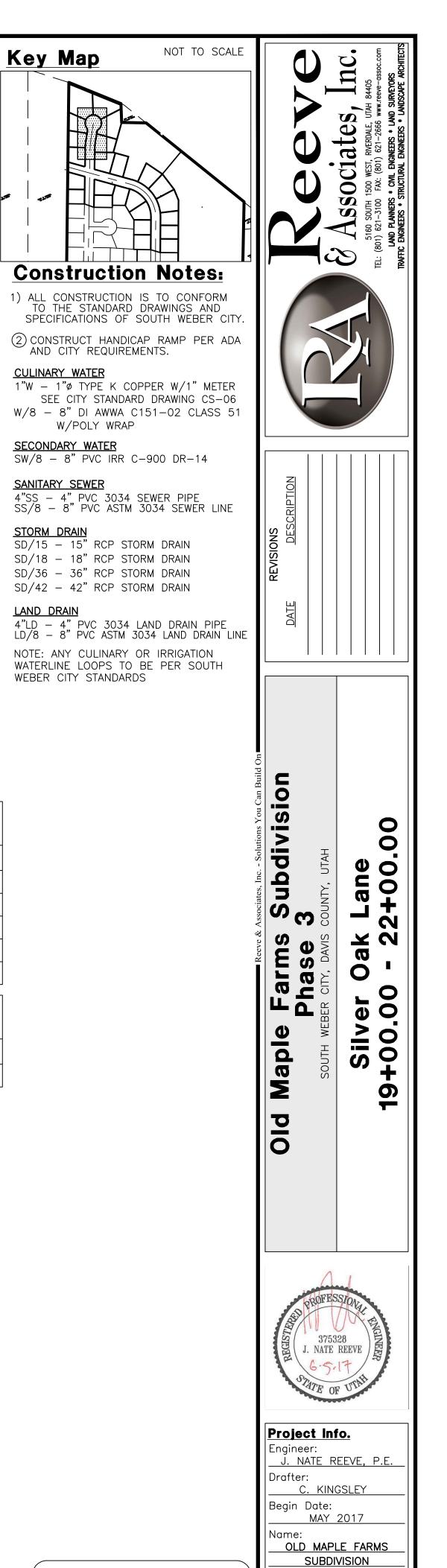


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#

C2



PHASE 3

11

Sheets

Number: <u>6597-02</u>

Sheet

4

**TBC Curve Data** Radius | Length | Tangent CH Length Delta Chord C6 7°53'32" 479.50' 66.05' 33.08' S4°49'40"W 66.00' C7 46°34'03" 34.50' 28.04' 14.85' S32°03'27"W 27.28' C8 136°34'03" 45.50' 108.45' 114.24' N12°56'33"W 84.54' C9 46°34'03" 34.50' 28.04' 14.85' N14°30'36"W 27.28' C10 7°53'32" 520.50' 71.70' 35.90' S4°49'40"W 71.64'

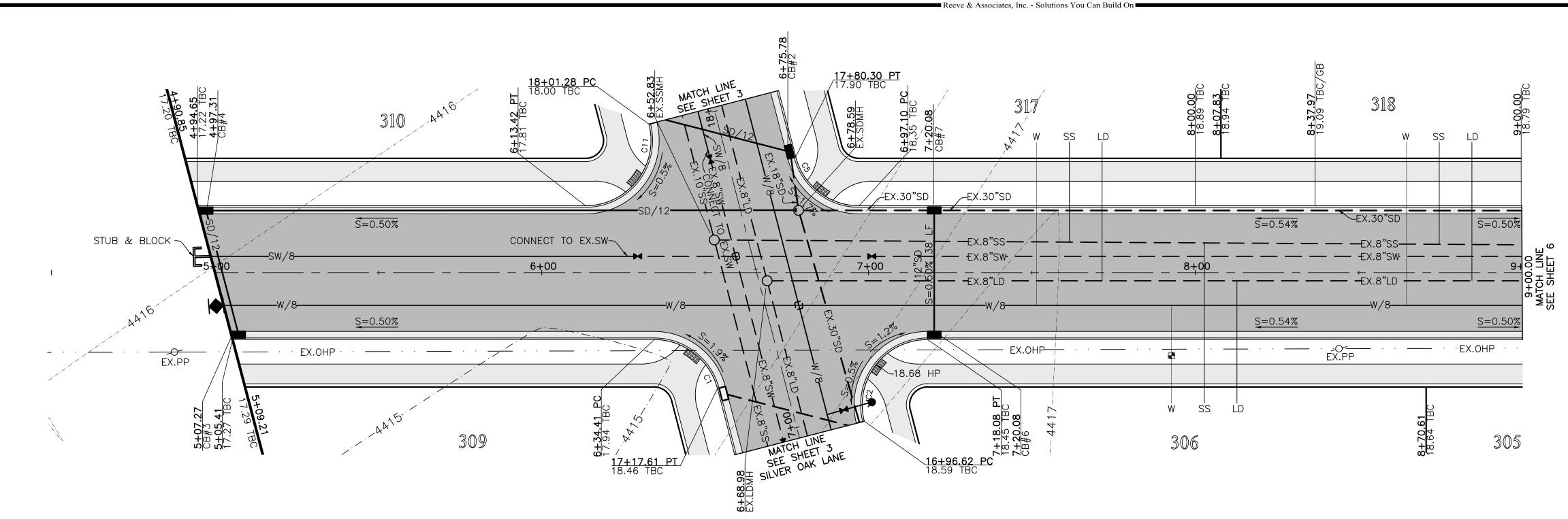
<b>Centerline Curve Data</b>								
Delta	Radius	Length	Tangent	Chord	CH Length			
7°53'32"	500.00'	68.87 <b>'</b>	34.49'	N4°49'40"E	68.82'			

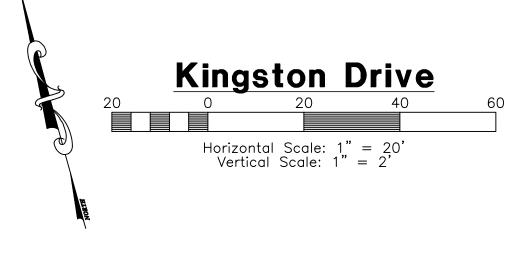
Blue Stakes Location Center

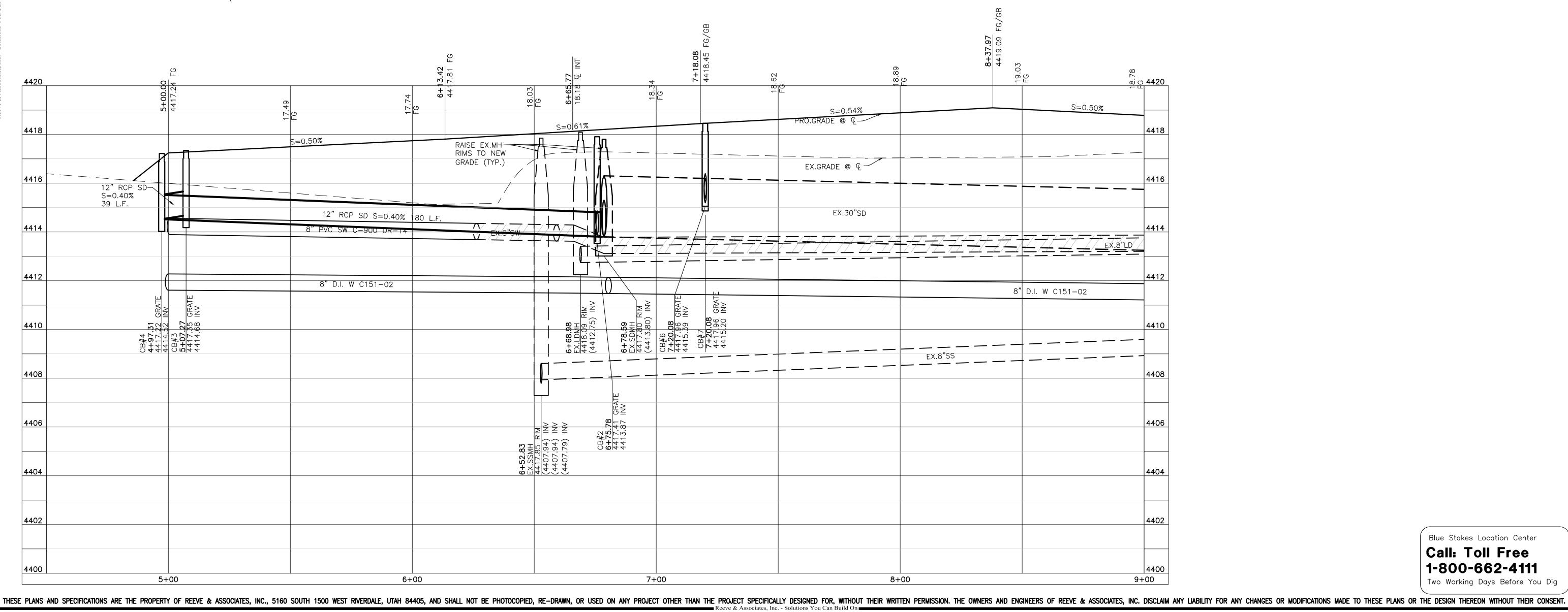
1-800-662-4111

Two Working Days Before You Dig

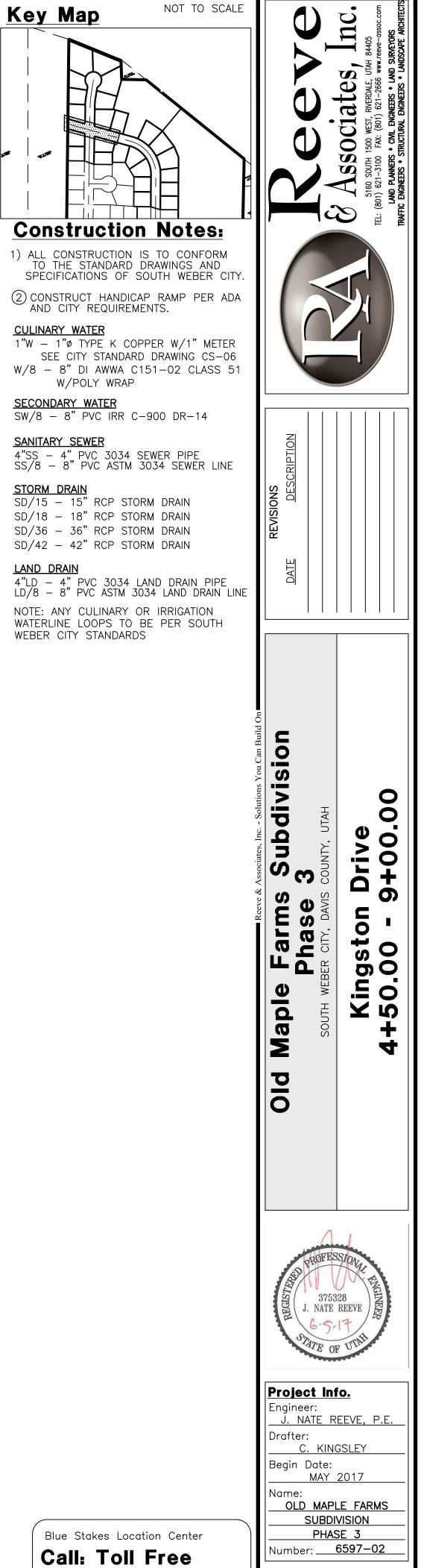
Call: Toll Free







TBC Curve Data								
#	Delta	Radius	Length	Tangent	Chord	CH Length		
C1	75°28'34"	20.00'	26.35 <b>'</b>	15.48'	N36°51'23"W	24.49'		
C2	52°15'43"	20.00'	18.24'	9.81'	S27°00'45"W	17.62'		
C5	75°28'34"	20.00'	26.35 <b>'</b>	15.48'	S36°51'23"E	24.49'		
C11	104°31'26"	20.00'	36.49'	25.84'	N53°08'37"E	31.63'		



<u>LAND DRAIN</u>

1-800-662-4111

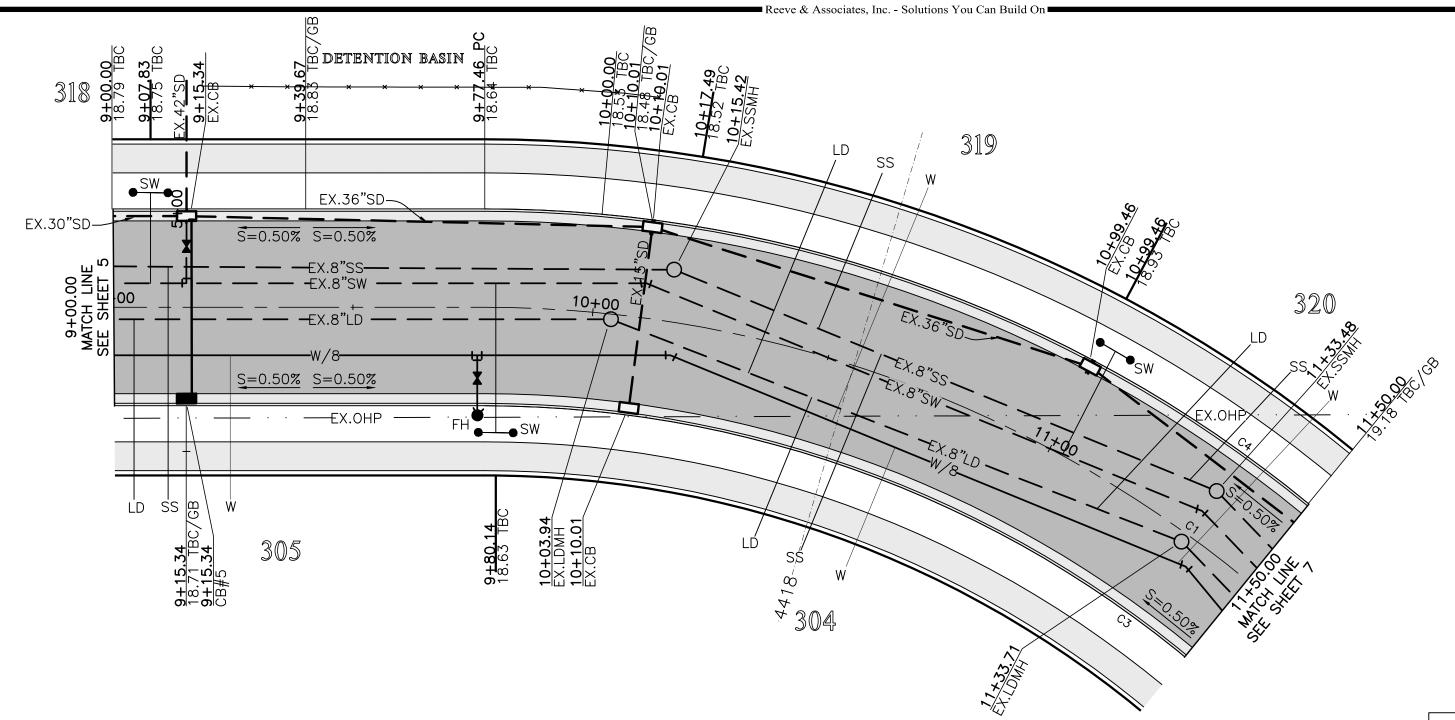
Two Working Days Before You Dig

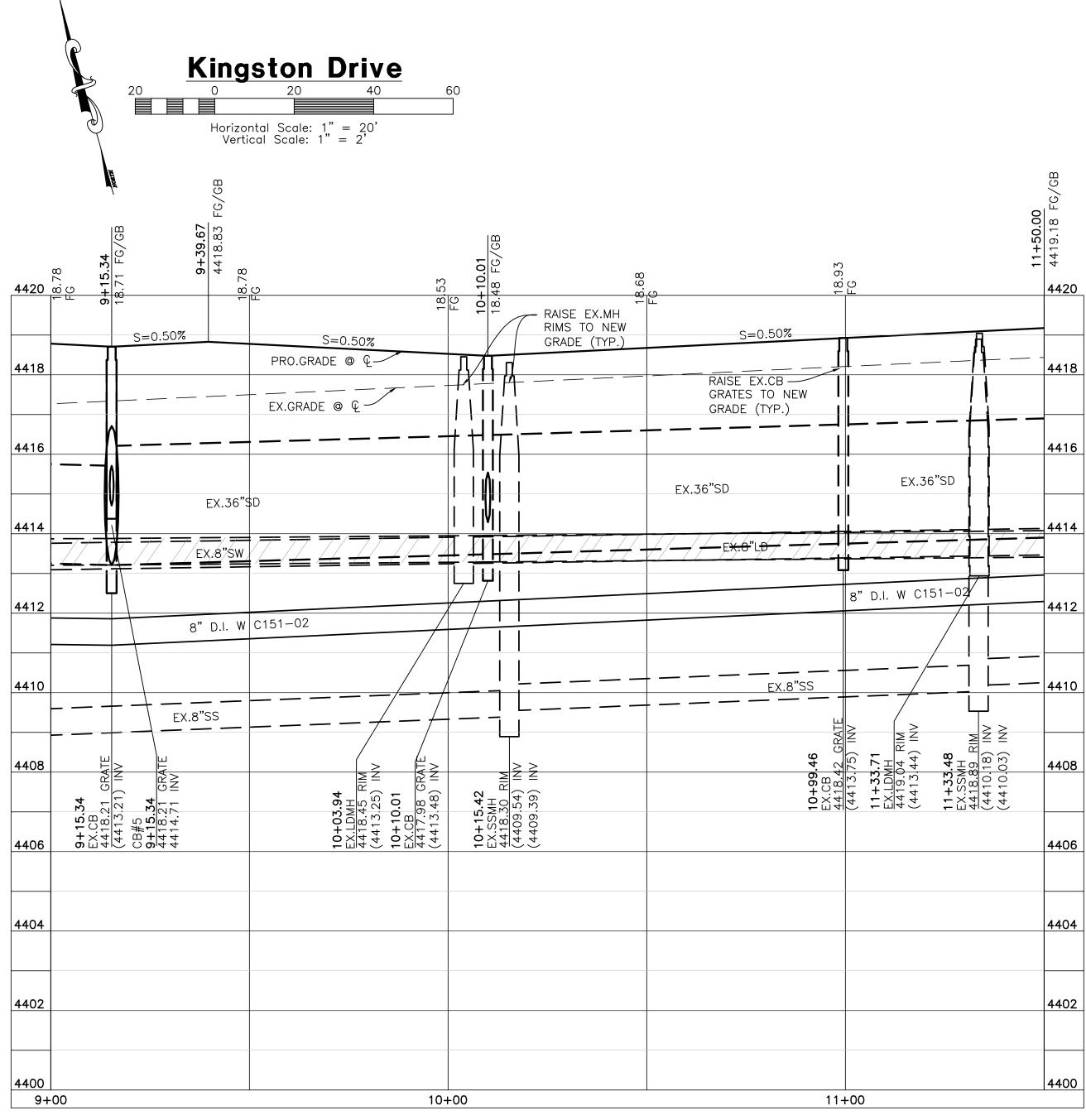
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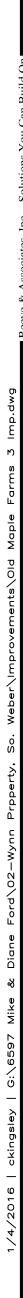
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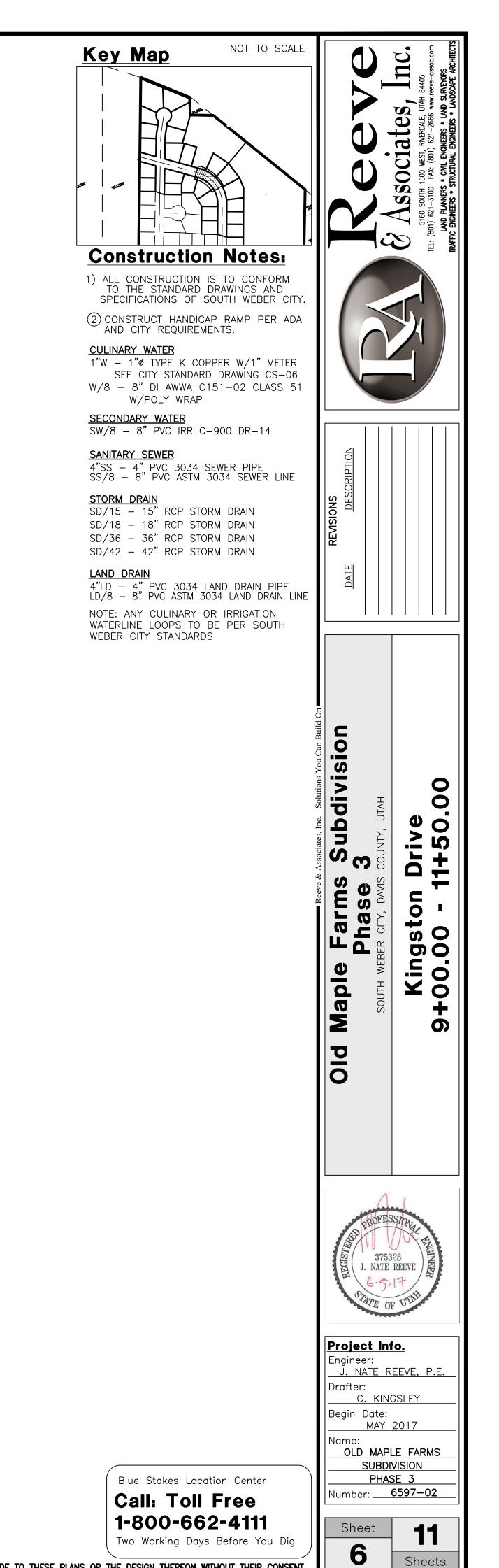




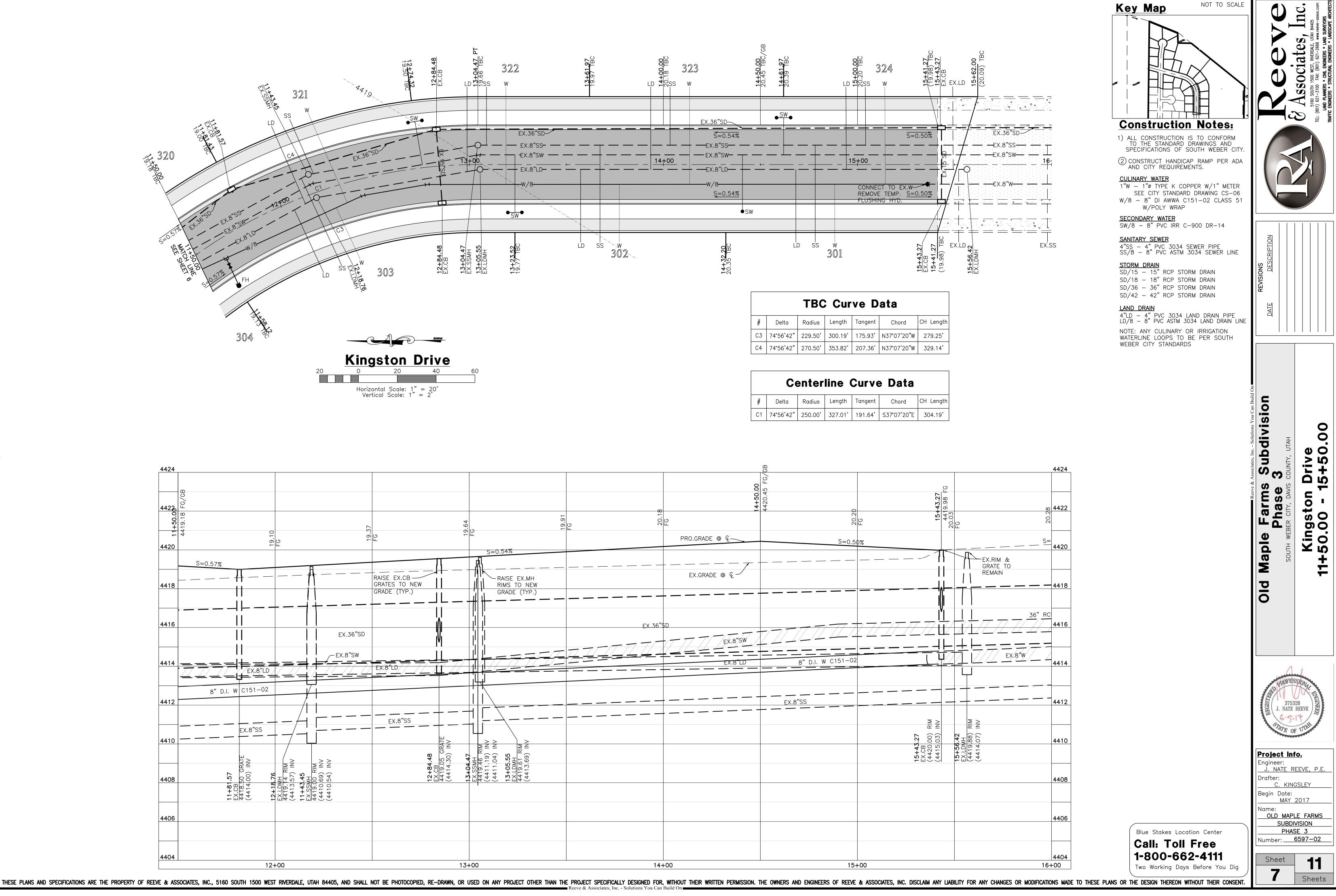
	<b>TBC Curve Data</b>								
#	Delta	Radius	Length	Tangent	Chord	CH Length			
C3	74 <b>°</b> 56'42"	229.50'	300.19'	175.93 <b>'</b>	N37°07'20"W	279.25'			
C4	74°56'42"	270.50'	353.82'	207.36'	N37°07'20"W	329.14'			

Centerline Curve Data								
#	Delta	Radius	Length	Tangent	Chord	CH Length		
C1	74°56'42"	250.00'	327.01'	191.64'	S37°07'20"E	304.19'		

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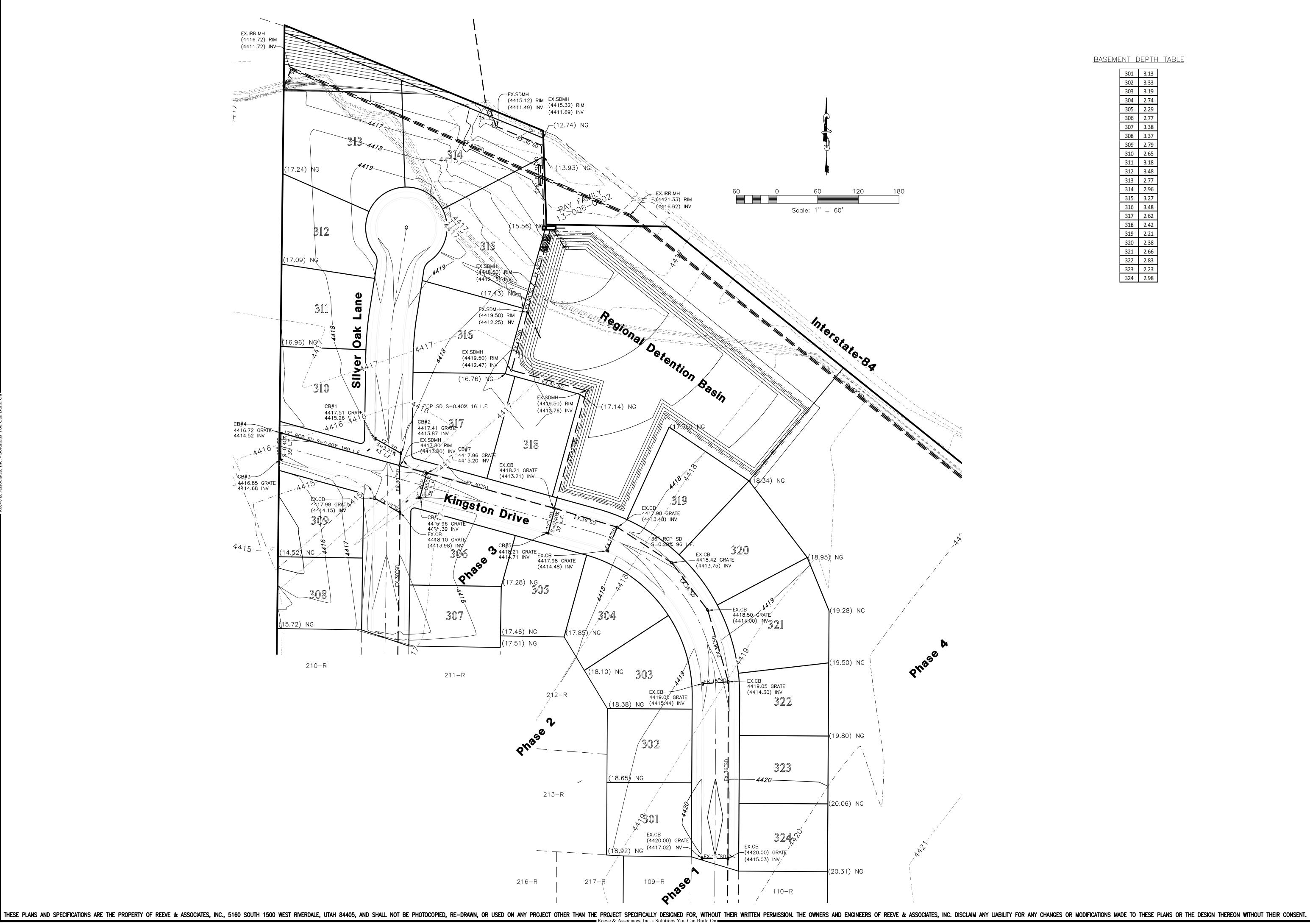
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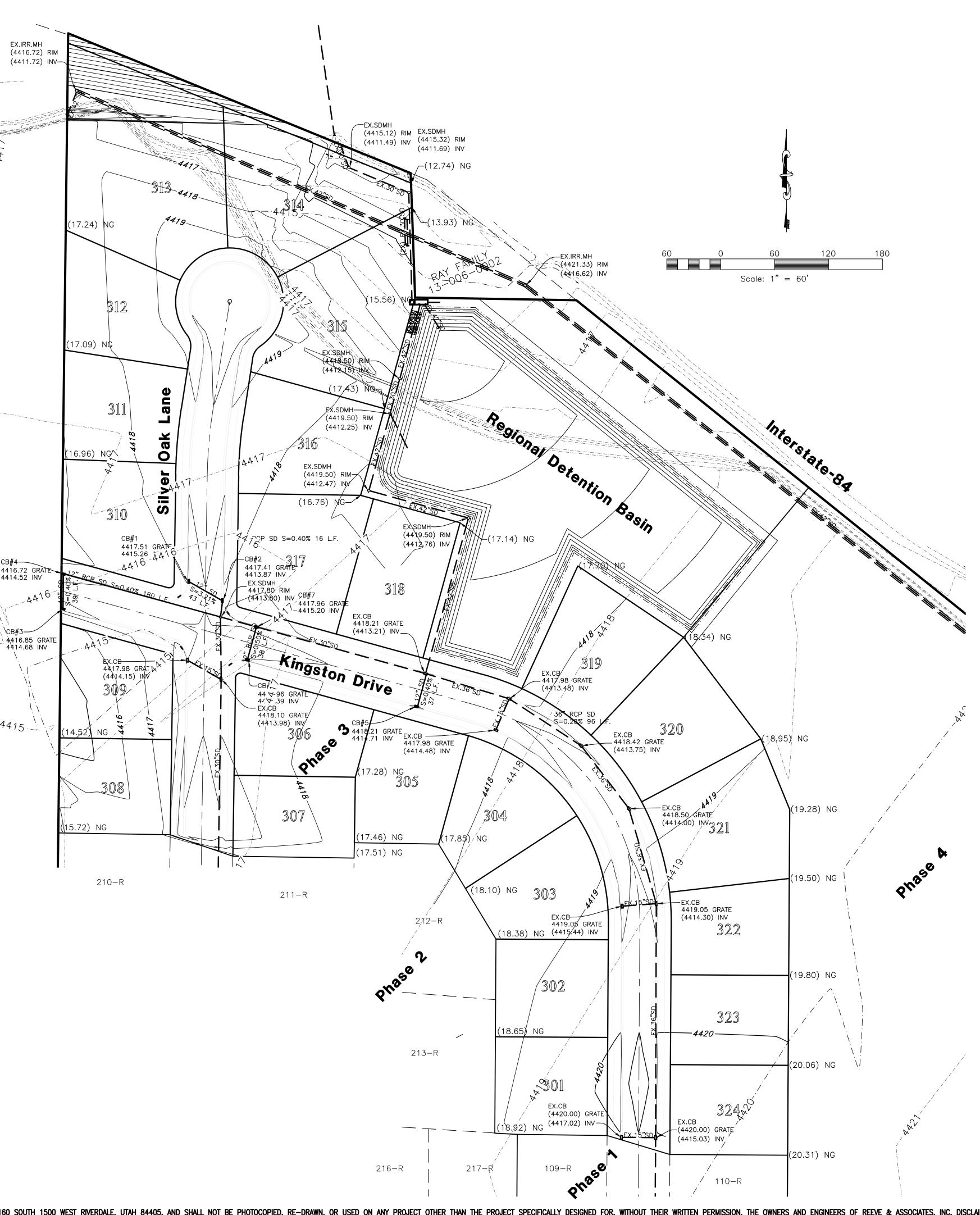


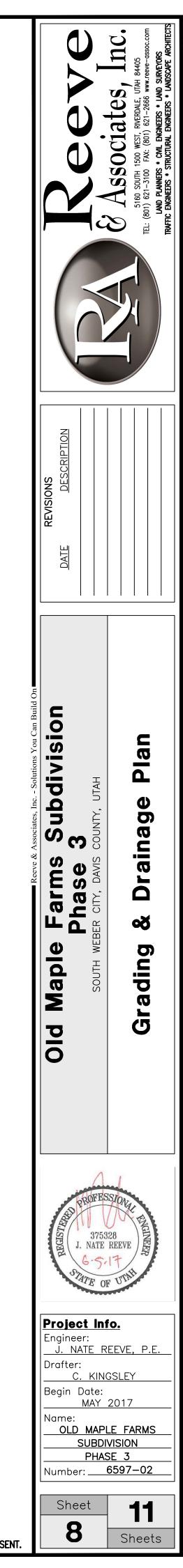
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	Ce	enter	Curve	e Data		
#	Delta	Radius	Length	Tangent	Chord	CH L
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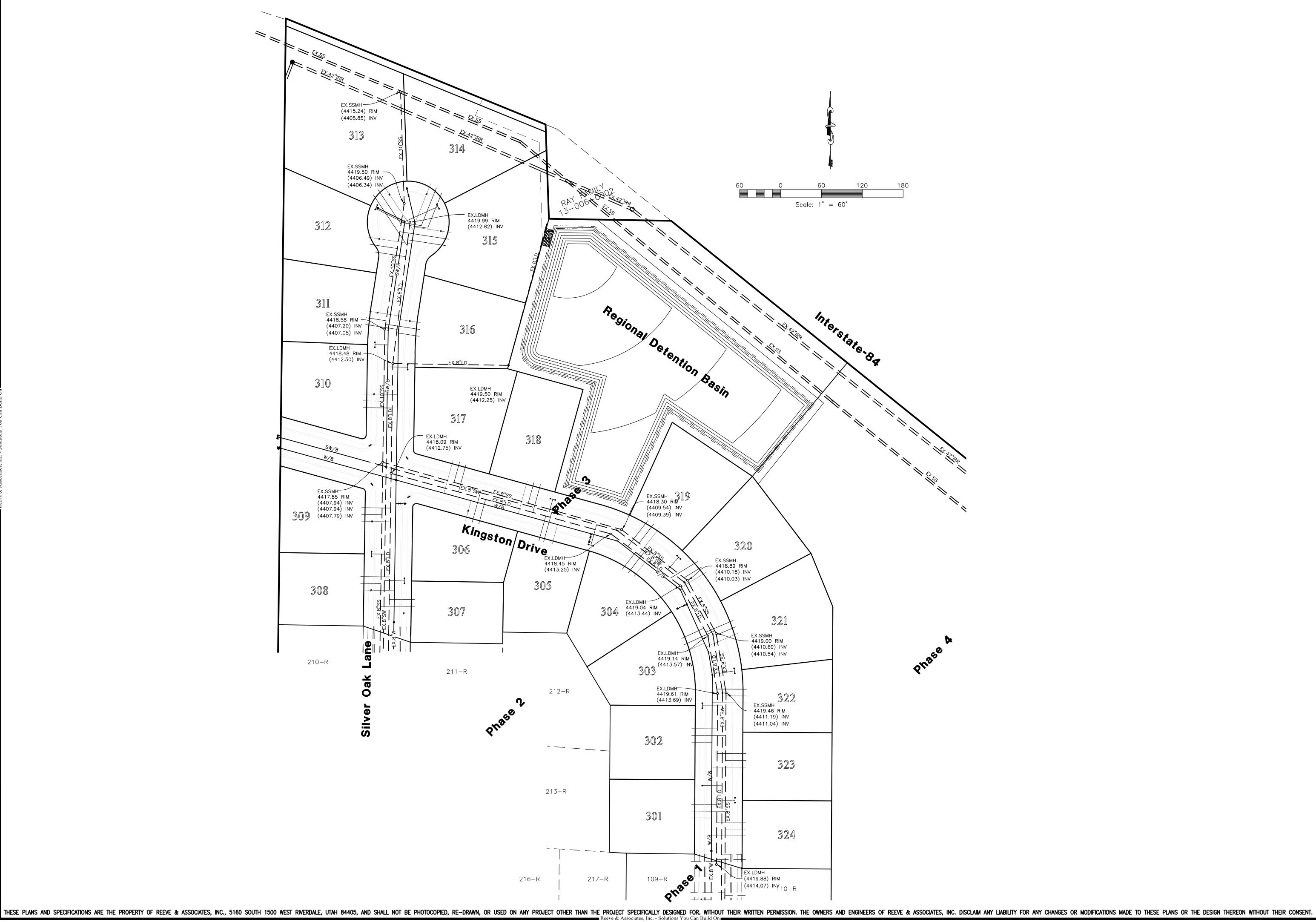


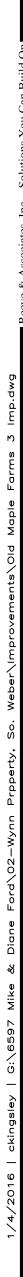




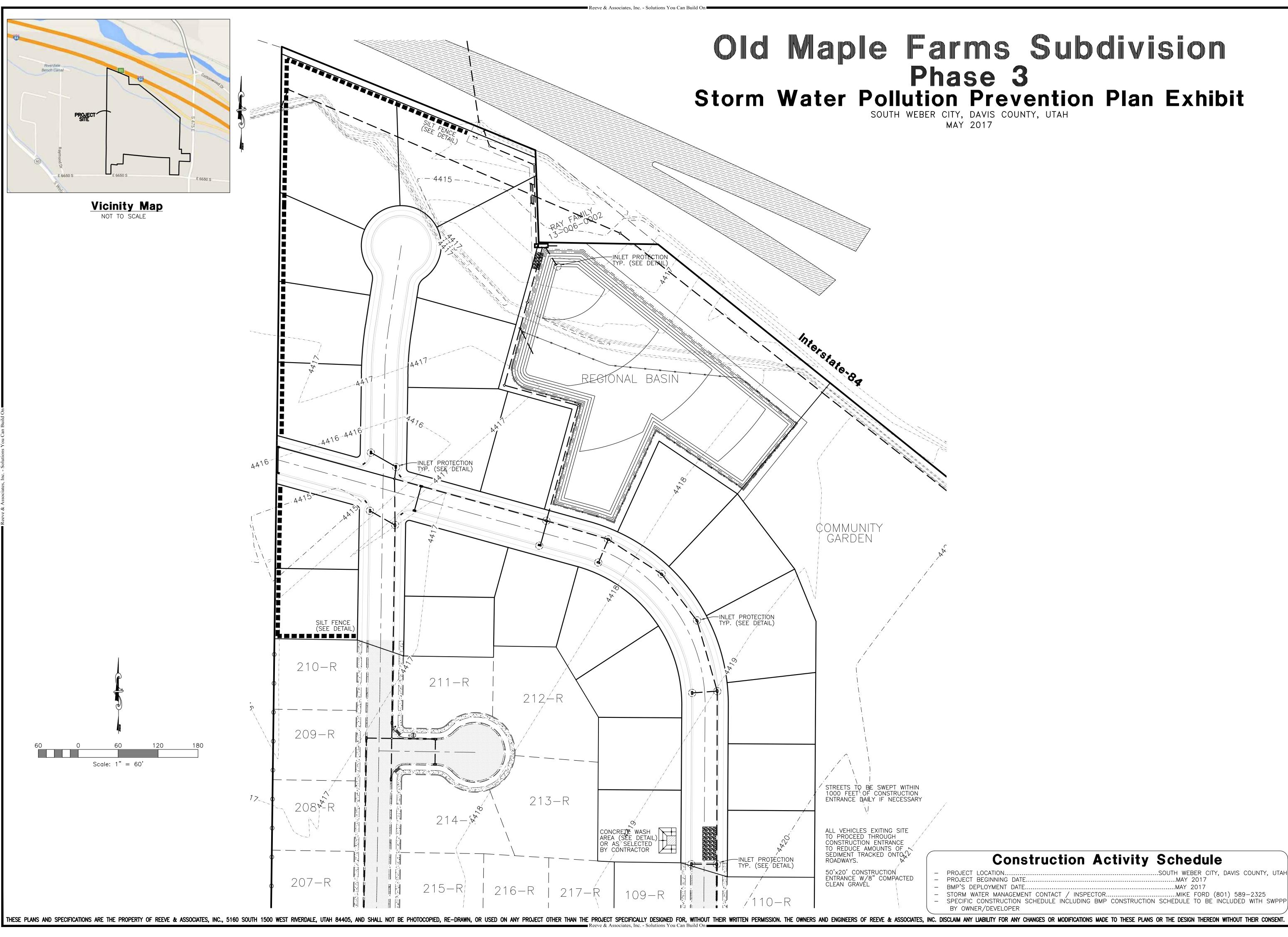
<u>BASEMENT DEPTH TABLE</u>

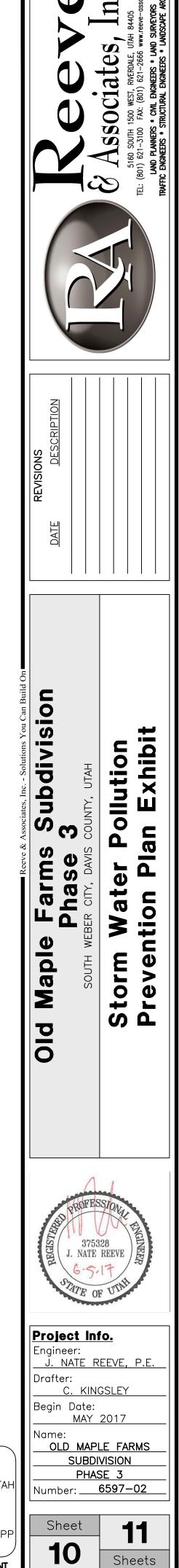
<u>eini l</u>	
301	3.13
302	3.33
303	3.19
304	2.74
305	2.29
306	2.77
307	3.38
308	3.37
309	2.79
310	2.65
311	3.18
312	3.48
<mark>313</mark>	2.77
314	2.96
315	3.27
316	3.48
317	2.62
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320	2.38
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322	2.83
323	2.23
324	2.98





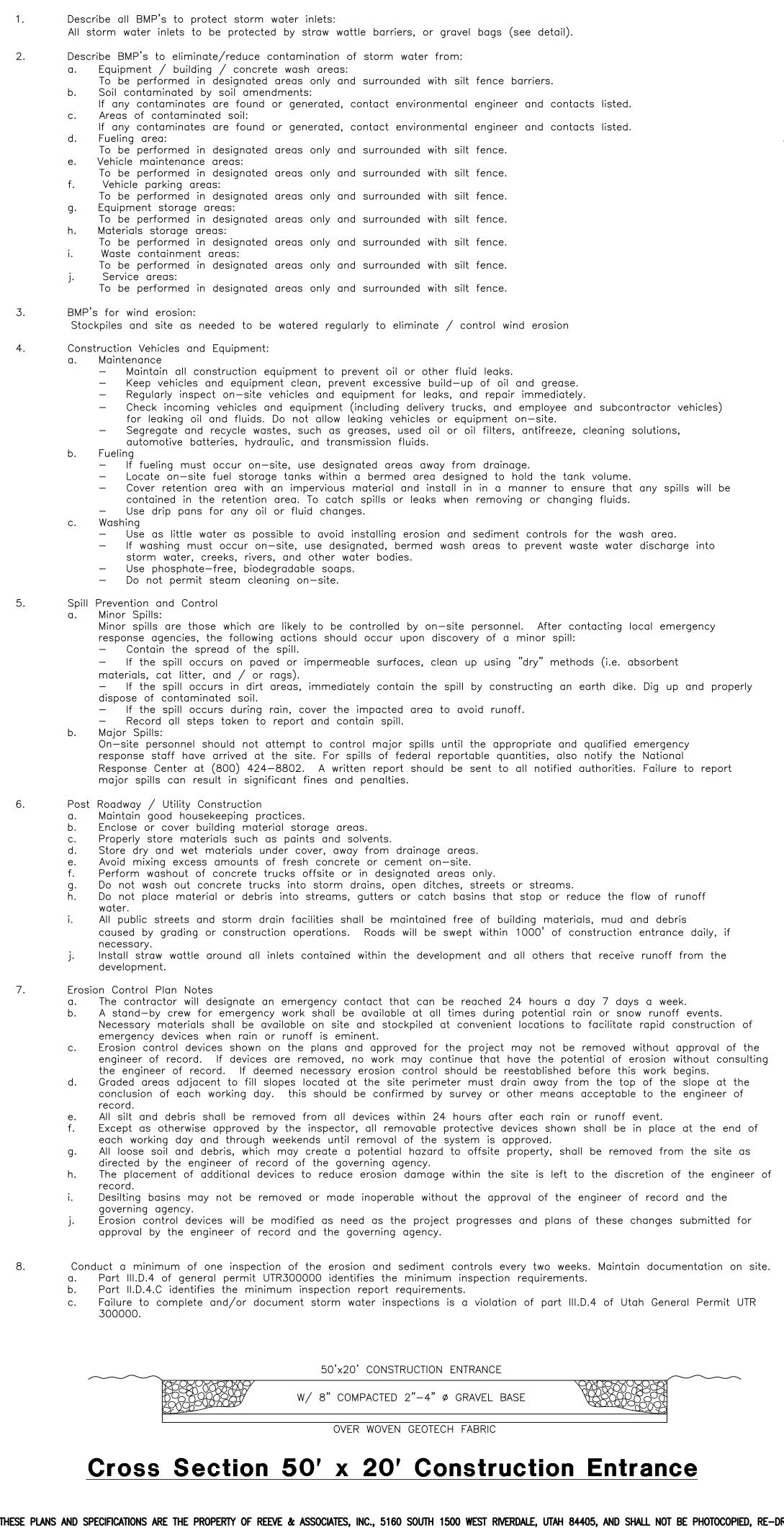
Reeve	O ASSOCIATES, INC. 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405 TEL: (801) 621–3100 FAX: (801) 621–2666 www.reeve-gssoc.com LAND PLANNERS * CML ENGINEERS * LAND SURVEYOR TRAFFIC ENGINEERS * STRUCTURAL ENGINEERS * LANDSCAPE ARCHITECTS
REVISIONS       DATE     DESCRIPTION	
Old Maple Farms Subdivision Phase 3 SOUTH WEBER CITY, DAVIS COUNTY, UTAH	Grading & Drainage Plan
STATE O	REEVE
Drafter: <u>C. KIN</u> Begin Date:	REEVE, P.E.
OLD MAP	2017 LE FARMS VISION SE 3 6597–02

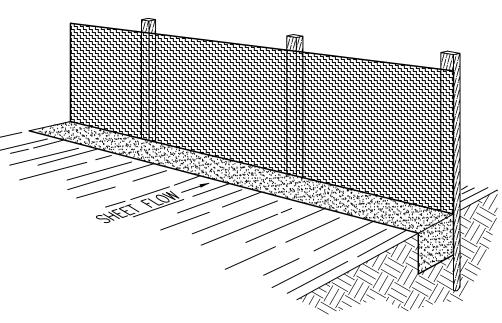


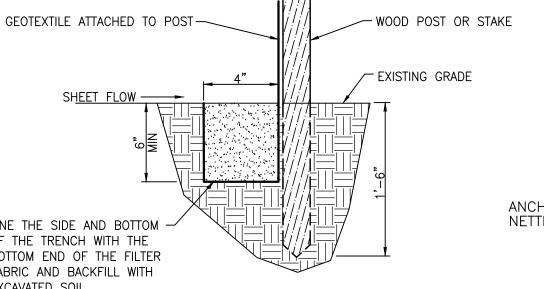


...MIKE FORD (801) 589-2325 SPECIFIC CONSTRUCTION SCHEDULE INCLUDING BMP CONSTRUCTION SCHEDULE TO BE INCLUDED WITH SWPPF

# **Notes:**







Recommended Max for S	BLE 1: ximum Slope Lengths ilt Fence Aiddlebrooks, 1991)
Slope Steepness (%)	Max. Slope Length m (ft)
<2%	30.5m (100ft)
2-5%	22.9m (75ft)
5-10%	15.2m (50ft)
10-20%	7.6m (25ft)
>20%	4.5m (15ft)

(6"x6") trench at the desired location.

against the downstream wall of the trench. Adjacent rolls of silt fence should be joined be nesting the end post of one fence into the other. Before nesting the end posts. rotate each post until the geotextile is wrapped completely around the post, then

fence height and/or anchorage depth is

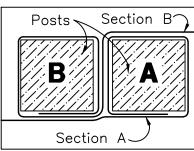
fence in the upstream trench and backfill with natural soil, tamping the backfill to provide good compaction and anchorage. Figure 2 illustrates a typical silt fence

(6"x6") trench at the desired location. ing projections, against the downstream wall of the trench. Maximum post spacing should be 2.4-3.0m (8-10ft). Post spacing

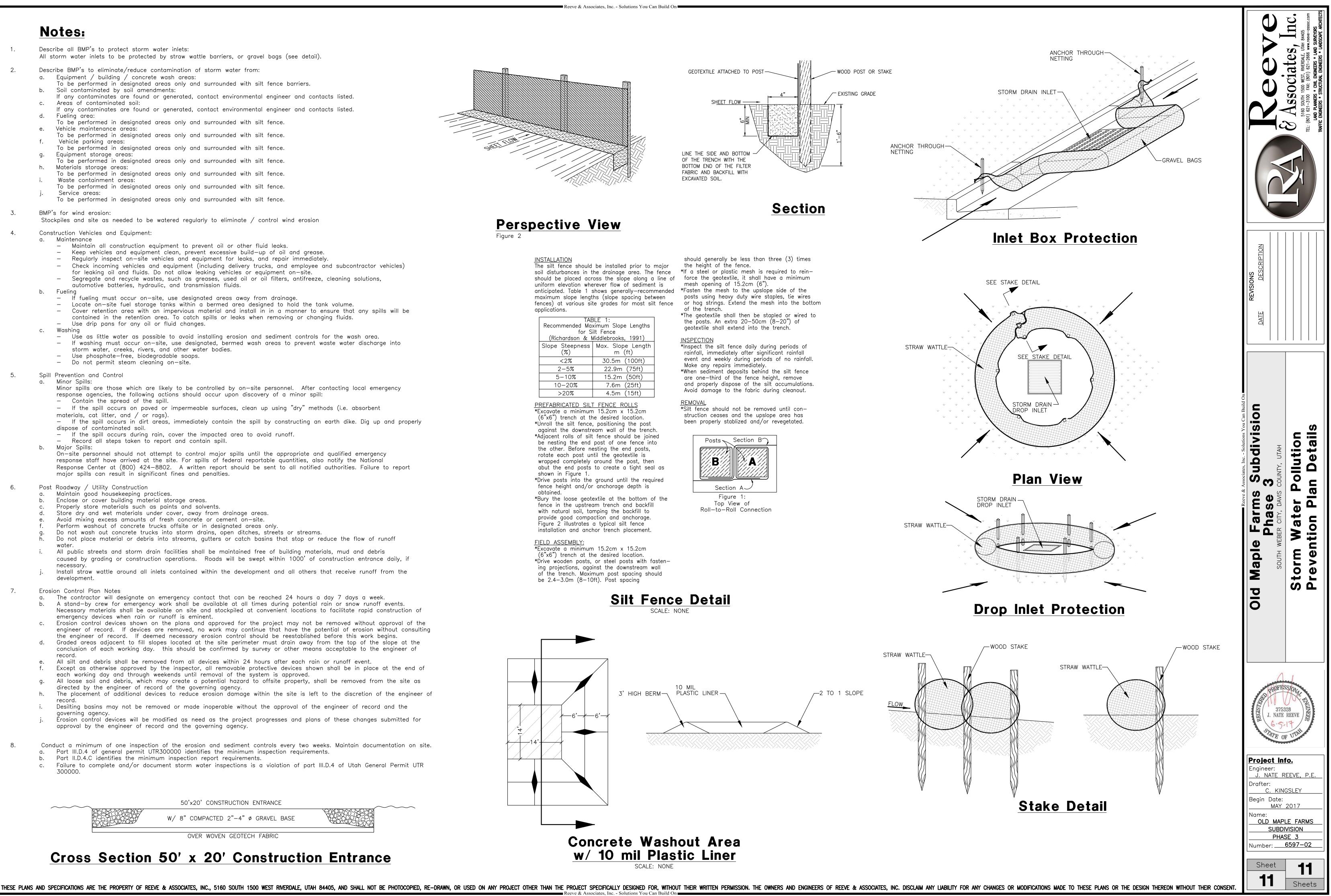
the height of the fence.

rainfall, immediately after significant rainfall event and weekly during periods of no rainfall. Make any repairs immediately.

are one-third of the fence height, remove Avoid damage to the fabric during cleanout.



Top View of





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

Planning Commission meetings are held the second Thursday of each month beginning at 6:30 p.m. This application must be submitted by 5:00 p.m. fourteen (14) days prior to the meeting.

ADDRESS:	6640 5- Hun 89 #C
	Vintah Utah E4405
PHONE:	801-458-5390
E-MAIL:	dale winterton e yahoo, com

PARCEL ID#: 13 1740001

CURRENT ZONE: C-(-

Date of Planning Commission Meeting you request to be placed on: July 13 1 2017

PURPOSE/REASON TO BE ON PLANNING COMMISSION AGENDA:

Proposed business on 7482 Cornia Dr. Wintert Automotive operates in Weber Consty is a towing company and need to have a business Location in Davis County with an office. We would like to use the house as a residence office and the rear portion as abrage for impounded cars. With ideas of Duilding a shop at a later date. CITY DEPARTMENT INPUT:

SIGNATURE:

DATE: 6/15/17

This application allows you to be placed on the Planning Commission agenda for items of **discussion** only, no official action will be taken.