

SOUTH WEBER PLANNING COMMISSION AGENDA

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PUBLIC NOTICE is hereby given that the Planning Commission of SOUTH WEBER CITY, Utah, will meet in a regular public meeting on Wednesday August 16, 2023, in the Council Chambers, 1600 E. South Weber Dr., commencing at 6:00 p.m.

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

1. **Pledge of Allegiance:** Commissioner McFadden
2. **Public Comment:** Please respectfully follow these guidelines.
 - a. Individuals may speak once for 3 minutes or less: Do not remark from the audience.
 - b. State your name & city and direct comments to the entire Council (They will not respond).
3. **Approval of Consent Agenda:**
 - a. PC2023-07-13 Minutes

ACTION ITEMS

4. Final Plat for Kastle Cove Phase 1 (11 Lot Residential Subdivision) approximately 5,461 gross acres located at approximately 1050 E Lester Drive for applicant: Layne Kap
5. Final Plat for Kastle Cove Phase 2 (13 Lot Residential Subdivision) approximately 8,852 acres located at approximately 7550 S 1160 E for applicant: Layne Kap

REPORTS

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

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

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

DATE: July 06, 2023

BUILDING MANAGER: Kimberli Guill

SOUTH WEBER CITY PLANNING COMMISSION MEETING

DATE OF MEETING: 13 July 2023

TIME COMMENCED: 6:00 p.m.

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

PRESENT:

COMMISSIONERS:

Gary Boatright
Jeremy Davis
Julie Losee
Marty McFadden
Chad Skola (excused)

COMMUNITY SERVICE DIRECTOR: Trevor Cahoon

DEVELOPMENT COORDINATOR: Kimberli Guill

Minutes: Michelle Clark

ATTENDEES: Paul Sturm and Michael Grant

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

1. Pledge of Allegiance: Commissioner Davis

2. Public Comment: Please respectfully follow these guidelines.

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

3. Approval of Consent Agenda

- **8 June 2023 Minutes**

Commissioner Boatright moved to approve the consent agenda with an amendment to page 4 changing “bio-swell” to “bio-swale.” Commissioner McFadden seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, Losee, and McFadden voted aye. The motion carried.

ACTION ITEMS:

Commissioner Losee moved to open the public hearing for Ordinance 2023-11 Amending title 10 Land Use Matrix & Definitions for RV Sales & Storage. Commissioner McFadden

seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, Losee, and McFadden voted aye. The motion carried.

----- PUBLIC HEARING -----

4. Public Hearing & Action on Ordinance 2023-11 Amending Title 10 Land Use Matrix & Definitions for RV Sales & Storage

Community Services Director Trevor Cahoon expressed to clarify the permissible uses within the Commercial Recreation Zone and to help retail sales and sales tax revenue, the following land use amendment is proposed:

Section 1: Definition Amendment (Title 10 Chapter 1 Section 10): The following definition has been added to Title 10 Chapter 1 Section 10:

RECREATIONAL VEHICLE SALES AND RENTAL: This definition encompasses the retail sale or rental of both new and used Recreational Vehicles (RVs), bicycles, motorcycles, snowmobiles, boats, or similar light recreational equipment. It also encompasses associated maintenance services, storage facilities, and the sales of parts.

Section 2: Land Use Matrix Amendment (Title 10 Chapter 1 Section 10A):

The following amendments have made specific changes to the Land Use Matrix within Title 10 Chapter 1 Section 10A. These modifications ensure that Recreational Vehicle Sales and Rental activities are properly addressed within different zoning designations. The updated matrix now reflects the following changes:

- C (Commercial): Permitted
- CH (Commercial Highway): Permitted
- CR (Commercial Recreation): Conditional Use
- LI (Light Industrial): Permitted
- TI (Transitional Industrial): Permitted
- NR (Natural Resource): Not Permitted
- A (Agricultural): Not Permitted
- RL (Residential Low): Not Permitted
- RLM (Residential Low-Moderate): Not Permitted
- RM (Residential Moderate): Permitted
- RP (Residential Patio): Not Permitted
- R5 (Residential Multi-Family): Not Permitted

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

Commissioner Boatright moved to close the public hearing for Ordinance 2023-11 Amending title 10 Land Use Matrix & Definitions for RV Sales & Storage. Commissioner Losee seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, Losee, and McFadden voted aye. The motion carried.

----- PUBLIC HEARING CLOSED -----

Discussion took place regarding the amendment to Title 10. Mr. Cahoon explained General RV is interested in purchasing City property for storage of RV's. Upon review of city code, Mr. Cahoon noted the city code did not address this type of use.

Commissioner McFadden moved to recommend approval to the City Council for Ordinance 2023-11 Amending title 10 Land Use Matrix & Definitions for RV Sales & Storage. Commissioner Boatright seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, Losee, and McFadden voted aye. The motion carried.

DISCUSSION:

5. Planning Commission Meeting Format

Commissioner Davis explained after a recent discussion with City Attorney Jayme Blakesley, he recommended amending the Planning Commission meeting format to include a work session prior to the public meeting. Commissioner Losee favored a work session if it makes sense. Commissioner Boatright favored work sessions to help streamline discussion and help eliminate lengthy meetings. Discussion took place regarding whether the commission should be fed. Mr. Cahoon noted there are funds available. The Planning Commission did not feel that would be necessary.

REPORTS:

6. New Business

Rescheduled P/C Meeting: August Planning Commission meeting will be August 16th.

APA Conference: September 28th & 29th. Mr. Cahoon will register those interested in attending.

7. Commission & Staff (None)

ADJOURN: Commissioner Boatright moved to adjourn the Planning Commission meeting at 6:36 p.m. Commissioner McFadden seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, Losee, and McFadden voted aye. The motion carried.

APPROVED: _____ **Date** _____

Chairperson: Jeremy Davis

Transcriber: Michelle Clark

Attest: _____ **Development Coordinator: Kimberli Guill**

To: Planning Commission
 From: Trevor Cahoon, Community Services Director;
 Re: Final Action on: Kastle Cove Phase 1

Project Information	
Project Name	Kastle Cove Phase 1
Site Location	1050 E Lester Drive
Tax ID Number	Multiple
Applicant	Layne Kap
Owner	Multiple
Proposed Actions	Preliminary Plan, Rezone,
Current Zoning	A, R-M
General Plan Land Use Classification	R-M
Rezone Requested	R-M
Gross Site	Approx 5.461
Lots Requested	11
Units Per Acre	2.01

ACTION

Administrative Action: Consider approval of Preliminary Plat, and consider recommendation of approval of rezone and development agreement.

ITEMS FOR PLANNING COMMISSION REVIEW

- **Preliminary Plan Acceptance.** Planning Commission to Review that the Preliminary Application is complete and any conditions of approval are satisfied.
 - *Conditions of Approval:*
 - No conditions.
- **Final Plat.** After the preliminary plan approval, the next step in the process is recommending approval or denial of the Final Plat to the City Council. The Planning Commission as the Land Use Authority has made approvals of the preliminary plans after which the City Staff verifies the improvement plans are finalized to construction ready drawings. The Plat is the only item that needs City Council approval as this is a decision about how to subdivide the property. Final Plat Items to Consider:
 - *Legal Description:* This has been supplied
 - *Subdivision Name:* The Subdivision name appears on the plat and is consistent with the application that has been submitted.
 - *Lot Sizes and Orientation:* All lot sizes are consistent with the R-M zone.
 - *Addresses and Street Names:* This has been completed.

- *Parcel Numbers or Lot Numbers of Surrounding Properties:* When recording the plat it is necessary to indicate the parcel identification numbers or the lot number for adjoining subdivisions. This plat has that necessary information.
- *Right-of-Way (ROW):* The ROW has been indicated on the drawings for dedication to the City and the widths comply with the City Standards.
- *Utility Easements:* The General Utility Easement required indicated on the plat. The plat indicates that Lot 108 will be retained as a storm water retention basin until the drain can continue west.
- *Signature Boxes:* All signature boxes are supplied.

APPROVALS PREVIOUSLY GRANTED BY PLANNING COMMISSION

- **Preliminary Plat.**
- **Improvement Plans:** Developer has submitted improvement plans to be included in the submission.

RECOMMENDATIONS PREVIOUSLY GRANTED BY PLANNING COMMISSION

- **Rezone Request.** Recommend rezone to R-M.

ITEMS NOT FOR PLANNING COMMISSION REVIEW

- **Development Agreement:** A portion of this project involves property that is currently in the possession of South Weber City. In order to secure the future connection of Lester Drive to 7375 S the City is willing to give our land to the Developer on the condition that this connection takes place. The Development Agreement will be part of the final submittal.

The proposed project includes several important points that must be considered. One of the key points is the timing of the project. According to the agreement, the property will become the developer's once all the improvements are completed. This ensures that the developer will not take possession of the property until all the necessary infrastructure is in place.

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

Another important aspect of the Development Agreement is the rezone. The agreement includes the rezone as part of the development agreement, ensuring that the project is in compliance with the city's zoning regulations. The project will also connect to existing pavement on 7375 S, and the development agreement will be valid for a term of five years.

Lastly, the agreement includes a reverter clause, which ensures that the property will revert to the city in the event that the developer fails to comply with the terms of the agreement. It is also important to note that the agreement does not supersede Title 10 and Title 11 of the city code, which are the local zoning and development regulations. Overall, the Development Agreement for this proposed project includes several important points that must be considered and implemented by the City Planner to ensure that the project is successful.

STAFF REVIEW SUMMARY

City Staff has done a review of and have reviewed the following items:

Planning Review:

PL-1: ZONING

The primary current zoning for this project is Agriculture (A) a small portion of the project is currently zone Residential Moderate (R-M). The developer has requested a rezone for R-M which is consistent with the General Plan.

PL-2: PROJECT SIZE

The Project's approximately 5.461.

PL-3: LOT AREAS

Minimum lot area for R-M is 9000 sq ft. All lots are consistent with this requirement.

PL-4: LOT WIDTH

Minimum widths for R-M is maximum width of 80 feet for 25% of lots and minimum width of 100 feet for 25% of the lots with the average of all lots being more than 90 feet. The lots comply with this requirement.

PL-5: SETBACKS

Development will be able to accommodate all setback requirements with building permits.

PL-6: ACCESS

This development has impacts to cross access agreements found on private property. The inclusion of the road stub to the parcels on the south will accommodate access issues off of the Lester Drive extension. Access easements will either need to be vacated or amended prior to final approval.

PL-7: ROADS

Developer will be connecting Lester Drive to 7375 South. This will create a second egress opening up development opportunity in this area. Developer must complete this connection prior to any building permits being issued.

Engineering Review:

GENERAL

E1. **COMPLETE** Will Serve Letters. A. No additional “will serve” documentation is needed.

E2. **COMPLETE** Plan Review Approval Letters. Final plans must be sent to and an approval letter received from the following entities: SWWID and RMP (or have RMP sign the plat).

E3. **COMPLETE** Development Agreement. The city staff is working on finalizing a draft with exhibits for the developer to review. This will go as a draft to Planning Commission, but is only for their information. It will go in its final form to the City Council. City Staff are still working to put this in its final form.

PLAT

E4. **NOT COMPLETE** Easements/Exceptions. There are several easements/rights-of-way that cross the property. Some must be vacated as part of the development, and others may be left in place. However, for those left in place, they will continue to show up on title reports and may cause issues with selling the lots after the plat is recorded. The easements owned by the city should be listed on the plat and noted as being vacated with the recordation of the plat. The private easements/rights-of-way must be vacated by permission of the owner as a recorded document. **All easements or private ROW's that indicate they will be vacated by “separate instrument” are not required to be completed prior to final approval but must be recorded prior to recording the plat.**

Mr. Jones explained the city code requires a standard 70 ft. wide road with 7.5 ft. wide park strips.

Mr. Jones acknowledged the need to improve 7375 S. but the city has no funding for the road improvements currently. He explained the 1 ft. holding strip on the north side of 7375 S. Commissioner McFadden asked about the pollution hazard. Commissioner Davis identified the Hill Air Force Base operable units on the sensitive land map in which there are no hazardous areas for this subdivision. Commissioner Boatright added he did not understand why the pollution was raised because it is not identified on this property.

Mr. Jones explained the temporary storm drain on Lot #108 and assured it meets the need for water detention. Mr. Kap affirmed it will be landscaped and maintained.

Commissioner Davis asked about fencing. Mr. Kap had not discussed the type of fencing yet. Mr. Jones explained that code requires a minimum 6 ft. chain link fence between residential developments and agricultural zones.

Commissioner Davis queried on the cross-access agreement. Mr. Jones responded 1025 East is a private road because there is an agreement in place with the property owners that allows access to private property. The private road easement is what gives them the right to cross the properties, but the property itself is owned by individual property owners. He noted 1025 East does have asphalt which can be removed north of Lester Drive once this road goes through because there would no longer be a need for it. Commissioner Boatright queried on the location of the gate on 7375 South that blocks access to 1025 East. Mr. Jones replied the gate is to be located on the north side of Lot #111 and it does not need to be a gate but can be fenced. Commissioner Losee questioned if there will be pedestrian access. Mr. Jones replied that pedestrians will need to use South Weber Drive.

Commissioner Skola voiced concern with maintenance of the detention basin and the difficulty of watering grass. Mr. Jones confirmed the developer will be responsible for maintaining the basin. Commissioner Losee thanked those who gave public comment. She expressed concern that there are still questions surrounding this development. She verified the connection needs to take place to 7375 South and will need to be improved by widening the street, sidewalk, curb and gutter. Mr. Jones added it is consistent with the general plan.

Commissioner Losee requested a correction from 5,461 gross acres to 5.461 acres.

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

6. Public Hearing and Action on Preliminary Plan for Kastle Cove Phase 2 (13 Lot Residential Subdivision) approximately 8.852 acres located at approximately 7550 S 1160 E for applicant: Layne Kap:

KASTLECOVE SUBDIVISION

PART OF THE SOUTHEAST QUARTER OF SECTION 28 AND THE NORTHEAST QUARTER OF SECTION 33, T.5N., R.1W., S.L.B.&M., U.S. SURVEY
CITY OF SOUTH WEBER, DAVIS COUNTY, UTAH
AUGUST, 2023

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	235.00'	73.97'	73.66'	37.29'	S60°40'55"E	18°02'04"
C2	10.50'	16.49'	14.85'	10.50'	N44°49'39"W	90°00'00"
C3	165.00'	76.29'	75.61'	38.84'	N76°34'55"W	26°29'27"
C4	165.00'	33.61'	33.55'	16.86'	N57°30'03"W	11°40'19"
C5	200.00'	22.25'	22.24'	11.14'	N54°51'07"W	6°22'27"
C6	50.00'	39.49'	38.47'	20.84'	N15°42'42"E	45°14'49"
C7	50.00'	39.28'	38.87'	41.50'	N46°36'23"W	79°23'20"
C8	50.00'	71.86'	65.83'	43.73'	S52°31'39"W	82°20'37"
C9	50.00'	28.82'	28.42'	14.82'	S05°09'17"E	33°01'14"
C10	10.00'	10.47'	10.00'	5.77'	S08°20'06"W	60°00'00"
C11	235.00'	56.76'	56.62'	28.52'	N58°35'02"W	13°50'17"
C12	235.00'	90.00'	89.45'	45.56'	N76°28'28"W	21°56'35"
C13	235.00'	9.77'	9.77'	4.88'	N88°38'12"W	2°22'53"
C14	200.00'	133.21'	130.76'	69.18'	N70°44'46"W	38°09'44"
C15	165.00'	82.19'	81.34'	41.96'	N65°56'04"W	28°32'21"
C16	165.00'	27.71'	27.68'	13.89'	N85°00'56"W	9°37'24"

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO CREATE AN ELEVEN LOT SUBDIVISION AS SHOWN. THE BOUNDARY WAS DETERMINED BY OCCUPATION AND DEED. ALL REAR LOT CORNERS WERE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES".

NOTES

- ALL OF LOT 108 IS COVERED BY A DRAINAGE EASEMENT AND WILL BE USED AS A RETENTION BASIN UNTIL SUCH TIME THAT DOWNSTREAM INFRASTRUCTURE ALLOWS FOR THE RETENTION BASIN TO BE ABANDONED, THE EASEMENT VACATED, AND A HOME TO BE BUILT, AS APPROVED BY THE CITY. THIS LOT WILL BE MAINTAINED BY THE OWNER OF THE LOT UNTIL THE RETENTION BASIN IS ALLOWED TO BE ABANDONED.
- PARCEL A TO BE MAINTAINED BY THE OWNERS OF PARCELS 13-027-0002, 13-027-0019, AND 13-296-0020.
- PARCEL B TO BE MAINTAINED BY KASTLE ROCK EXCAVATION & DEVELOPMENT.
- ALL OF PARCEL B IS A GENERAL UTILITY EASEMENT.
- ENTRY NO. 975297 AND 975298 TO BE VACATED WITH THE RECORDATION OF THIS PLAT.

BOUNDARY DESCRIPTION

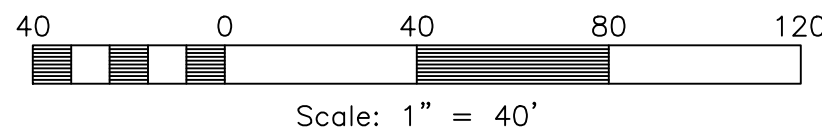
PART OF THE SOUTHEAST QUARTER OF SECTION 28 AND THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LESTER STREET, SAID POINT BEING NORTH 89°49'39" WEST 701.39 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 28 (SOUTHEAST CORNER BEING SOUTH 89°49'39" EAST 2660.05 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 28); THENCE NORTH 89°49'39" WEST 232.90 FEET; THENCE SOUTH 51°39'54" EAST 15.81 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 235.00 FEET, AN ARC LENGTH OF 80.71 FEET, A DELTA ANGLE OF 19°40'41", A CHORD BEARING OF SOUTH 61°30'14" EAST, AND A CHORD LENGTH OF 80.31 FEET; THENCE SOUTH 00°10'21" WEST 22.62 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 10.50 FEET, AN ARC LENGTH OF 16.49 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 44°49'39" WEST, AND A CHORD LENGTH OF 14.85 FEET; THENCE NORTH 89°49'39" WEST 95.52 FEET; THENCE NORTH 00°28'30" EAST 60.00 FEET; THENCE NORTH 89°49'40" WEST 371.20 FEET; THENCE NORTH 00°10'22" EAST 415.23 FEET; THENCE SOUTH 89°49'38" EAST 24.75 FEET; THENCE SOUTH 83°21'41" EAST 571.80 FEET; THENCE SOUTH 05°19'22" EAST 352.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 237,915 SQUARE FEET OR 5.462 ACRES.

LEGEND

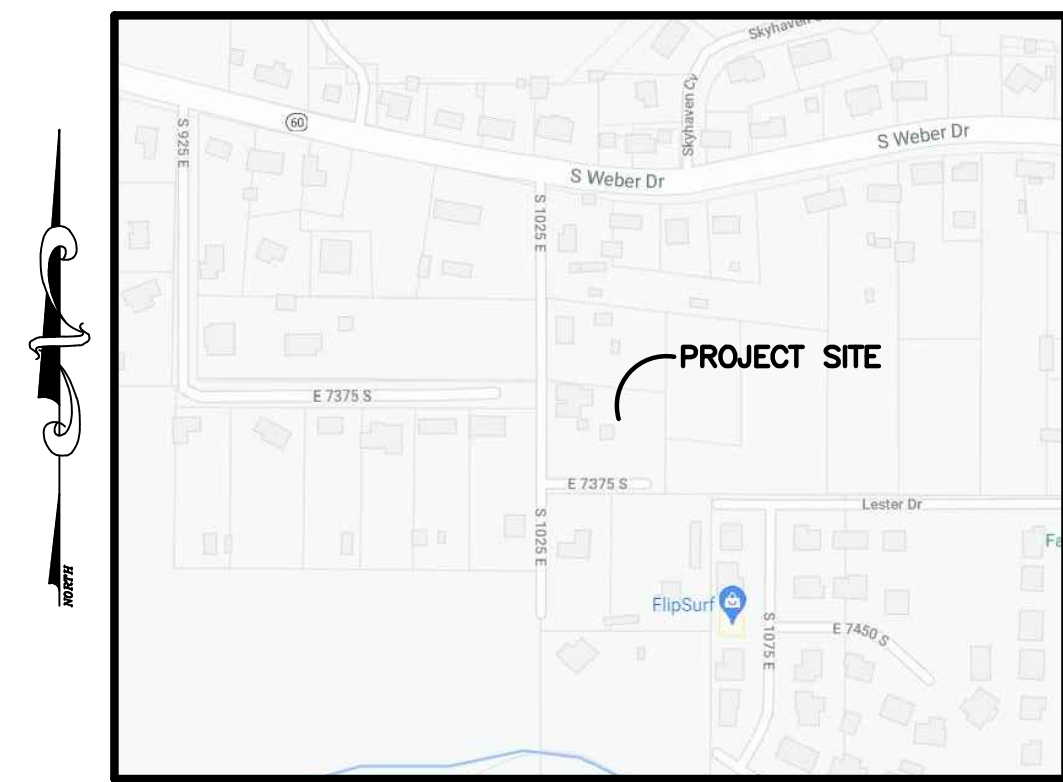
- = SECTION CORNER
- = SET 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
- = SET NAIL
- = CENTERLINE MONUMENT
- = BOUNDARY LINE
- = LOT LINE
- = ADJOINING PROPERTY
- = ROAD CENTERLINE
- = 10' GENERAL UTILITY EASEMENT (G.U.E.)
- = SECTION TIE LINE
- = EXISTING HOUSE



LINE TABLE

LINE	BEARING	DISTANCE
L1	S51°39'54"E	23.91'
L2	S00°10'21"W	19.85'
L3	N51°39'54"W	30.89'
L4	S83°20'06"W	14.14'
L5	S38°20'06"W	22.13'
L6	N06°39'54"W	14.14'
L7	S83°20'06"W	14.14'
L8	N06°39'54"W	14.14'
L9	N51°39'54"W	15.00'

SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, FOUND BRASS CAP MONUMENT

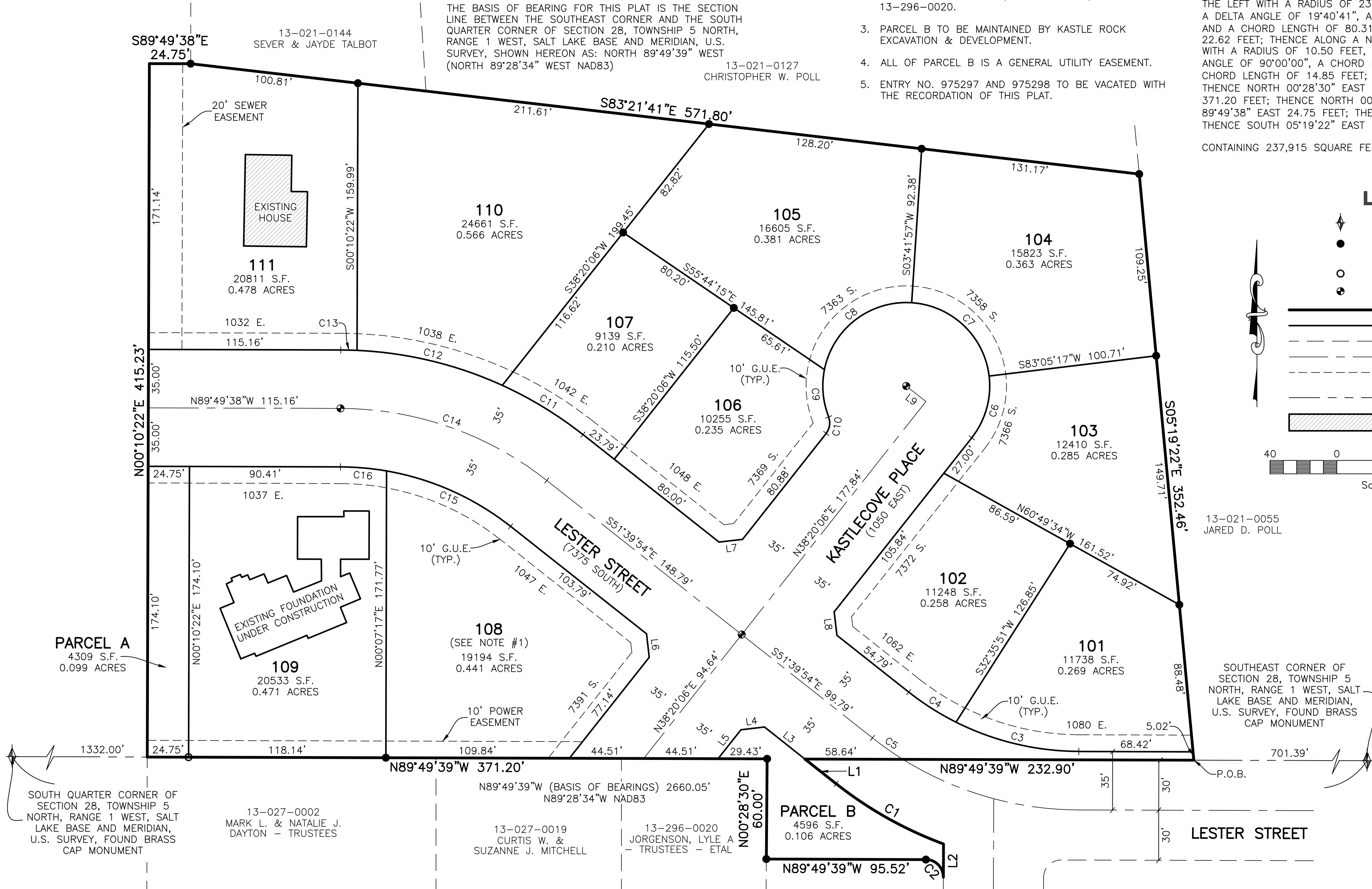


VICINITY MAP
NOT TO SCALE

BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS PLAT IS THE SECTION LINE BETWEEN THE SOUTHEAST CORNER AND THE SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, SHOWN HEREON AS: NORTH 89°49'39" WEST (NORTH 89°28'34" WEST NAD83)

13-021-0127
CHRISTOPHER W. POLL



ROCKY MOUNTAIN POWER

APPROVED BY ROCKY MOUNTAIN POWER THIS THE ____ DAY OF _____, 20____.

ROCKY MOUNTAIN POWER

SOUTH WEBER CITY PLANNING COMMISSION

APPROVED BY THE SOUTH WEBER PLANNING COMMISSION ON THIS THE ____ DAY OF _____, 20____.

CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

SOUTH WEBER CITY ENGINEER

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

SOUTH WEBER CITY ENGINEER DATE

SOUTH WEBER CITY COUNCIL

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

SOUTH WEBER CITY MAYOR CITY RECORDER

SOUTH WEBER CITY ATTORNEY

APPROVED BY THE SOUTH WEBER CITY ATTORNEY THIS THE ____ DAY OF _____, 20____.

SOUTH WEBER CITY ATTORNEY

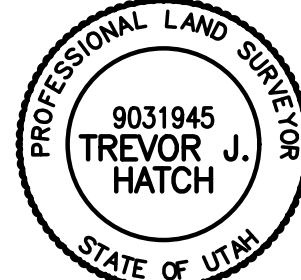
SURVEYOR'S CERTIFICATE

I, **TREVOR J. HATCH**, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF **KASTLECOVE SUBDIVISION** IN **SOUTH WEBER CITY, DAVIS COUNTY, UTAH**, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE **DAVIS COUNTY** RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF **SOUTH WEBER CITY, DAVIS COUNTY** CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS ____ DAY OF _____, 20____.

9031945

UTAH LICENSE NUMBER



OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO ELEVEN LOTS AS SHOWN ON THE PLAT AND NAME SAID TRACT **KASTLECOVE SUBDIVISION**, AND DO HEREBY DEDICATE TO SOUTH WEBER CITY, DAVIS COUNTY, UTAH, ALL PARTS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER; AND ALSO DEDICATE TO SOUTH WEBER, THOSE CERTAIN STRIPS AS EASEMENTS FOR GENERAL UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF GENERAL UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY SOUTH WEBER CITY WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN ANY EASEMENT DESCRIBED HEREON AND ALSO DEDICATE PARCEL A AS A WATER AND SEWER EASEMENT AND ALSO DEDICATE PARCEL B TO KASTLE ROCK EXCAVATION & DEVELOPMENT AS A GENERAL UTILITY EASEMENT AND A POWER EASEMENT AND ALSO DEDICATE THE 20' SEWER EASEMENT TO SOUTH WEBER CITY.

SIGNED THIS ____ DAY OF _____, 20____.

KASTLE ROCK EXCAVATION & DEVELOPMENT LLC

NAME/TITLE

SOUTH WEBER CITY

NAME/TITLE

ACKNOWLEDGMENT

STATE OF UTAH)SS.
COUNTY OF _____)

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RESIDING IN _____ COUNTY, _____

ACKNOWLEDGMENT

STATE OF UTAH)SS.
COUNTY OF _____)

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RESIDING IN _____ COUNTY, _____

PROJECT INFORMATION

Surveyor: **T. HATCH**
Project Name: **KASTLECOVE SUBDIVISION**
Designer: **N. ANDERSON**
Begin Date: **3-8-2023**
Number: **5918-1B**
Scale: **1"=40'**
Revision: _____
Checked: _____

DAVIS COUNTY RECORDER

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

RECORDED FOR:

DAVIS COUNTY RECORDER

DEPUTY,



Reeve & Associates, Inc.

1140 S 1500 W, PROVO, UT 84605
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

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

**DEVELOPMENT AGREEMENT
FOR KASTLECOVE PHASE 1
IN SOUTH WEBER CITY**

This **DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into as of this ____ day of _____, 2023, by and between **KASTLE ROCK EXCAVATION & DEVELOPMENT LLC**, a Utah limited liability company having its principal business address as 8085 South Juniper Court, South Weber, UT (hereinafter referred to as "Developer"), and **SOUTH WEBER CITY**, a municipal corporation of the State of Utah (hereinafter referred to as "City"), of 1600 East South Weber Drive, South Weber, UT 84405. Developer and City are hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

- A. Developer represents that it owns certain real property or is the authorized agent of the owner of property located within the city located at **7382 S 1025 E, South Weber, Utah** and more particularly described in **Exhibit A** (the "Property").
- B. Developer wishes to develop or otherwise improve the Property pursuant to the City's subdivision, zoning, and land use planning ordinances and requirements, as the Kastle Cove Phase 1 Subdivision (the "Subdivision").
- C. To establish the Subdivision, Developer will be required by city ordinance to install infrastructure for the Subdivision.
- D. In addition to the infrastructure required for the Subdivision, Developer has agreed to relocate an existing 16" culinary waterline from its current location to the proposed future city right-of-way for the Subdivision as shown in **Exhibit B**. Developer shall relocate and reinstall the waterline per current City Standards and will provide City with easier access for future maintenance.
- E. City owns certain real property within the proposed Subdivision on Lester Drive; more particularly described in **Exhibit C**, a copy of which is attached hereto and incorporated herein by reference (the "Land"). In exchange for all costs related to the construction of the road connecting Lester Drive to 7375 South, along with the relocation of the waterline, the City will convey ownership of the Land to the Developer to be included as part of the Subdivision.
- F. City, acting pursuant to its authority under Utah Code Ann. § 10-9a-101, *et seq.*, and its land use policies, ordinances, and regulations, has made certain determinations with respect to the Development and, in the exercise of its administrative discretion, has elected to approve this Development Agreement for the purpose of specifying the obligations of the respective parties with

respect to the installation of required infrastructure improvements and such other matters as the Parties agree herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The foregoing Recitals and all Exhibits referenced therein are hereby incorporated by this reference and made part of this Agreement.
2. **City Laws and Purpose.** City determines that the provisions of this Agreement relating to establishment of Developer's rights and obligations are consistent with City laws, including the City's land use ordinances, the purposes set forth in the zoning district, and the City's General Plan. This Agreement has been adopted by City via resolution as an administrative act to implement the approval for the development of the Property.
3. **Approval.** This Agreement does not remove the Developer from their obligation to adhere to the City's established approval process. The Developer shall comply with all applicable time frames, as specified in the City Code. The Parties' respective obligations, as set forth herein, are subject to and conditioned upon City's final approval of the rezone of the Property and approval of the Kastle Cove Phase 1 Subdivision.
4. **Relocation of Existing Culinary Water Line and Services.** Currently, an existing 16-inch (16") water line serves the residents along Lester Drive, with the water line being located outside of a designated city right-of-way, as shown on **Exhibit B**. For maintenance purposes, City identified the need to relocate the existing water line into a city right-of-way and install new service connections for all existing services connected to said water line. Developer agrees to complete all work necessary to abandon the existing 16-inch culinary water line as shown in **Exhibit B** and install a new 16-inch (16") culinary water with all associated services within the Subdivision's proposed city right-of-way. The water line will be constructed to meet all current City standards in place at the time of development.
5. **Ingress / Egress Road.** The Developer is required to install an ingress/egress route for the Subdivision. Said ingress/egress road shall connect the existing 7375 South Street to the existing Lester Drive. The road shall be constructed by the Developer to meet all current City standards in place at the time of development. This obligation may require the Developer to acquire additional properties or other necessary rights to use said properties to meet these obligations. Said acquisition shall be the sole obligation of Developer and shall be achieved at their sole cost and expense, unless otherwise agreed by the City at City's sole and ultimate discretion and in compliance with all applicable ordinances and other similar requirements.
6. **Right of Way Deed.** The Developer agrees to acquire all required signatures to record a vacation agreement and thereby release any and all rights associated with the Right of Way Deed, recorded in the Davis County Recorder's Office as Entry #1414384 (Book 2310 Page 545-552).

7. **Deed of Land.** In exchange for Developer relocating the culinary water line as described in paragraph 4 and after fulfilling in order the requirements as outlined below, City shall deed the Land as described in **Exhibit C** to Developer through a Special Warranty Deed and cause such to be recorded with the Davis County Recorder.
 - 7.1. **Approvals.** Developer shall receive all required approvals from City for the Property including request to rezone, Subdivision approval, and this Agreement.
 - 7.2. **Pre-construction Meeting.** A pre-construction meeting shall be held with the Developer, City, Developer's Engineer, Developer's General Contractor, City Engineer, and all other entities as requested or required by the City. No work shall be completed on the Property until the pre-construction meeting is held.
 - 7.3. **Removal of Existing Home (7382 South 1025 East).** Developer shall obtain all required permits to remove the existing home and any outbuildings and clear the parcel for construction of the Subdivision. Developer shall ensure removal and proper disposal of all materials from the site and shall follow all applicable laws and regulations.
 - 7.4. **Construction of all Underground Infrastructure.** Developer shall install all required underground infrastructure as shown on the approved Subdivision improvement plans.
 - 7.5. **Completion of all Surface Improvements.** Developer shall complete all surface improvements (asphalt, curb, and gutter) including the connection to existing pavement on 7375 South and the closure of the North section of 1025 East (private road) between South Weber Drive and Lester Drive.
 - 7.6. **Escrow for Remaining Public Improvements.** Developer shall escrow funds for all remaining public improvements prior to the recordation of the Subdivision Plat. Escrow shall be established as required by City ordinance.
8. **Costs and Fees.** Developer shall act as the owner of the Property and shall be the sole payor on the contract for the construction of all required improvements and all fees associated with required permits and approvals. City has no financial obligation related to this Property or to the terms of this Agreement.
9. **Warranty and Escrow.**
 - 9.1. Developer warrants to City that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all said materials and equipment will be of good quality, free from faults and defects and in conformance with all industry standards, plans, specifications, and laws. All such material and equipment not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. If required by City, Developer shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
 - 9.2. Without limiting any special warranties contained herein, Developer guarantees that the Property and all portions thereof will be free from all defects in material and workmanship for a period of one (1) year following completion of the Subdivision. As part of the guarantee,

Developer agrees to commence repair or replacement of any defective material or equipment and performance of any labor necessary to correct any such defect in the Subdivision within fifteen (15) business days after receipt of notice thereof and thereafter to diligently prosecute all corrective work to completion, all at Developer's sole cost and expense.

- 9.3. City shall retain the equivalent of ten percent (10%) of the Developer's cost of the Subdivision in an escrow to be kept and maintained for one (1) year commencing upon the date of substantial completion of the Subdivision in order to ensure compliance with the one (1) year warranty set forth herein and the condition of the Subdivision after the one (1) year period. The money held in escrow shall be returned to Developer upon request for final inspection and after final acceptance by the City Council after one (1) year from substantial completion of the Subdivision. Notwithstanding anything to the contrary, the money held in escrow may not be used by Developer during the one (1) year period to perform warranty work as required under the warranty provisions set forth herein.

10. Successors and Assigns.

- 10.1. **Binding Effect.** This Agreement shall be binding upon the successors and assigns of the Parties. Developer acknowledge and agree that if the City is not paid in full in a timely fashion by Developer of all monies as stated in this Agreement, no future development will be permitted by City on the Property until full payment is made.

- 10.2. **Assignment.** Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any unrelated third-party individual or entity without assigning the rights and responsibilities under this Agreement and without the prior written consent of City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to South Weber City, and the prior written consent of City may also be evidenced by letter from City to Developer.

11. **Default.** In the event either Party fails to perform its obligations hereunder or to comply with the terms and commitments hereof and does not otherwise cure or comply within thirty (30) days after having been given written notice of default from the other Party, the non-defaulting Party may, at its election, have the following remedies, which shall be cumulative.

- 11.1. All rights and remedies available at law and in equity, including but not limited to injunctive relief, specific performance, and/or damages;
- 11.2. To cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and
- 11.3. The right to withhold all further approvals, licenses, permits, or other rights associated with any activity or development described in this Agreement, to the extent allowed by law, until such default is cured.

12. **Insolvency.** Insolvency, bankruptcy, or any voluntary or involuntary assignment by any Party for the benefit of creditors, which action is unresolved for a period of one hundred eighty (180) days, shall be deemed to be a default by such Party under this Agreement.

13. **Court Costs and Attorneys' Fees.** In the event of any legal action or defense between the Parties arising out of or related to this Agreement or any of the documents provided for herein, the prevailing Party or Parties shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their costs and reasonable attorneys' fees.

14. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such Party at:

Developer: Kastle Rock Excavation & Development, L.L.C.
8085 East Juniper Court
South Weber, UT 84405

City: South Weber City
Attention: City Manager
1600 East South Weber Drive
South Weber, UT 84405

Any Party may change its address or notice by giving written notice to the other Parties in accordance with the provisions of this section.

15. **General Terms and Conditions.**

15.1. **Amendments.** Any alteration or change to this Agreement shall be made only after complying with any applicable notice and hearing provisions of MLUDMA and applicable provisions of the City Laws.

15.2. **Captions and Construction.** This Agreement shall be construed according to its fair meaning and as if prepared by all Parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed to effectuate the public purposes, objectives and benefits set forth herein while protecting any compelling countervailing public interest and providing to Developer vested development rights as described herein. As used in this Agreement, the words "include" and "including" shall mean "including, but not limited to" and shall not be interpreted to limit the generality of the terms preceding such word.

15.3. **Term of Agreement.** The term of this Agreement shall be for a period of five (5) years.

15.4. **Agreement to Run with the Land.** This Agreement shall be recorded in the office of the Davis County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

15.5. **No Representations or Warranties.** Except for the duties, obligations and express warranties of the Parties set forth herein, including each Party's representation and warranty that each Party has authority to sign for and bind themselves and the persons or entities for whom they

sign or for whom they imply to sign, the Parties make no representations or warranties of any kind or nature whatsoever.

- 15.6. **No Warranty of Subdivision Approval.** Nothing in this Agreement expressly or impliedly guarantees or otherwise warrants the approval, final or otherwise, of the City or any of its subdivisions of any subdivision or other land use application with respect to the Property or any portion thereof, inasmuch as said approval(s) is a legislative determination to be carried out independently by and through the different and varying bodies and commissions of the City, including, but not limited to, the City Council.
- 15.7. **Legal Representation.** Each of the Parties hereto acknowledge that they each have been represented by legal counsel in negotiating this Agreement and that no Party shall have been deemed to have been the drafter of this Agreement.
- 15.8. **Non-Liability of City Officials.** No officer, representative, agent or employee of the City shall be personally liable to any other Party hereto or any successor in interest or assignee of such Party in the event of any default or breach by the defaulting Party, or for any amount which may become due the non-defaulting Party, its successors or assigns, or for any obligation arising under the terms of this Agreement.
- 15.9. **Entire Agreement.** This Agreement, together with the exhibits hereto, integrates all the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.
- 15.10. **No Third-Party Rights.** The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Parties named herein. The Parties alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.
- 15.11. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of nature, government restrictions, regulations or controls, judicial orders, enemy or hostile government actions, war, civil commotions, fires, floods, earthquakes or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder, shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage. Any Party seeking relief under the provisions of this paragraph must have noticed the other parties in writing of a force majeure event within thirty (30) days following the occurrence of the claimed force majeure event.
- 15.12. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

15.13. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

15.14. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Davis County, Utah.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first written above.

[Signature Pages Follow]

“Developer”
Kastle Rock Excavation & Development, LLC

By _____

Title _____

Witness the hand of said grantors, this ____ day of _____ 2023.

Kastle Rock Excavation & Development, LLC

State of Utah)
) ss.

County of Davis)

On this ____ day of _____, 2023, personally appeared before me,
_____, the signer of the foregoing instrument, who duly
acknowledged that he/she is the _____ of Kastle Rock Excavation & Development, a
Utah limited liability company and signed said document in behalf of said Kastle Rock Excavation &
Development, L.L.C. by Authority of its Bylaws or Resolution of its Board of Directors, and said
_____ acknowledged to me said Limited Liability Company
executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

NOTARY PUBLIC

“City”
SOUTH WEBER CITY

By _____
David Larson, City Manager

Attest: Lisa Smith, City Recorder

State of Utah)
) ss.
County of Davis)

Subscribed and sworn to before me on this _____ day of _____, 2023, by David
Larson.

WITNESS my hand and official seal the day and year in this certificate first above written,

NOTARY PUBLIC

To: Planning Commission
 From: Trevor Cahoon, Community Services Director;
 Re: Action on: Kastle Cove Phase 2

Project Information	
Project Name	Kastle Cove Phase 2
Site Location	Approx 7550 S 1160 E
Tax ID Number	130270018
Applicant	Layne Kap
Owner	Kastle Rock Excavation & Development LLC
Proposed Actions	Final Plat
Current Zoning	R-M
General Plan Land Use Classification	R-M
Gross Site	Approx 8.852
Number of Units	13
Units Per Acre	1.47

ACTION

Administrative Action: Consider recommendation of final plat.

ITEMS FOR PLANNING COMMISSION REVIEW

- **Preliminary Plan Acceptance.** Planning Commission to Review that the Preliminary Application is complete and any conditions of approval are satisfied.
 - *Conditions of Approval:*
 - Planning Commission placed no conditions of approval on the subdivision.
Complete.
 - Preliminary plan is complete and constitutes a full application.
- **Final Plat.** After the preliminary plan approval, the next step in the process is recommending approval or denial of the Final Plat to the City Council. The Planning Commission as the Land Use Authority has made approvals of the preliminary plans after which the City Staff verifies the improvement plans are finalized to construction ready drawings. The Plat is the only item that needs City Council approval as this is a decision about how to subdivide the property. Final Plat Items to Consider:
 - *Legal Description:* This has been supplied
 - *Subdivision Name:* The Subdivision name appears on the plat and is consistent with the application that has been submitted.
 - *Lot Sizes and Orientation:* All lot sizes are consistent with the R-M zoning.
 - *Addresses and Street Names:* This has been completed.

- *Parcel Numbers or Lot Numbers of Surrounding Properties:* This plat has that necessary information.
- *Right-of-Way (ROW):* The ROW has been indicated on the drawings for dedication to the City and the widths comply with the City Standards.
- *Utility Easements:* The General Utility Easement required is indicated on the plat.
- *Signature Boxes:* All signature boxes are supplied.

APPROVALS PREVIOUSLY GRANTED BY PLANNING COMMISSION

- **Preliminary Plat.**
- **Improvement Plans:** Developer has submitted improvement plans to be included in the submission.

RECOMMENDATIONS PREVIOUSLY GRANTED BY PLANNING COMMISSION

N/A

STAFF REVIEW SUMMARY

City Staff has done a review of and have reviewed the following items:

Planning Review:

PL-1: ZONING

The primary current zoning for this project is Residential Moderate (R-M).

PL-2: PROJECT SIZE

The Project's approximately 8.852.

PL-3: LOT AREAS

Minimum lot area for R-M is 9000 sq ft. All lots are consistent with this requirement.

PL-4: LOT WIDTH

Minimum widths for R-M is maximum width of 80 feet for 25% of lots and minimum width of 100 feet for 25% of the lots with the average of all lots being more than 90 feet. The lots comply with this requirement.

PL-5: SETBACKS

Development will be able to accommodate all setback requirements with building permits.

PL-6: ACCESS

Development cannot receive building permits until Kastle Cove Phase 1 has completed the construction of the ROW.

PL-7: ROADS

All roadways comply with the General Plan.

Engineering Review:

GENERAL

E1. **COMPLETE** Will Serve Letters. A. No additional “will serve” documentation is needed.

E2. **NOT COMPLETE** Plan Review Approval Letters. Final plans must be sent to and an approval letter received from Davis & Weber Counties Canal Company (DWC). The latest correspondence we have seen from DWC (Memo 2, dated July 17, 2023) indicated that there were still several items that hadn’t been addressed from Memo 1. **Planning Commission could recommend approval with this condition.**

E3. **COMPLETE** Geotechnical Report & Sensitive Lands. We received the geotechnical report from Christensen Geotechnical, dated May 31, 2023. This property falls within the Sensitive Lands area designation on Map 5 of the General Plan, and therefore needs to comply with the Sensitive Lands section in the City Code (10-14 “Sensitive Lands Development Regulations”). **Either the Christensen report needs to be updated to comply with the Sensitive Lands requirements in the City Code (10-14), or a new report needs to be provided.**

PLAT

E4. **COMPLETE** Addresses. Addresses have been added.

E5. **COMPLETE** Easements. In order to provide adequate utility services to the adjacent property to the east, storm drain and sewer need to be stubbed across the north end of Lot 1. A 20’ combined easement needs to be added and labeled. There is also an existing water easement across several lots. A portion of this can be vacated with the plat if identified as such. The irrigation easement on Lot 8 needs to be labeled.

E6. **COMPLETE** Plat Comments. The Plat has been marked up with comments (attached to this memo). Please address and resubmit.

Commissioner McFadden moved to open the public hearing on Preliminary Plan for Kastle Cove Phase 2 (13 Lot Residential Subdivision) approximately 8.852 acres located at approximately 7550 S 1160 E for applicant: Layne Kap. Commissioner Skola seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, Losee, McFadden, and Skola voted aye. The motion carried.

******* PUBLIC HEARING *******

Commissioner Davis asked if there was any public comment.

Mark Dayton, property owner of 7425 S. 1075 E., queried why the Planning Commission had not visited the area, which would help them understand problems or issues.

Layne Kap of South Weber City and the developer invited anyone who wishes to visit the property with him.

Commissioner Losee moved to close the public hearing on Preliminary Plan for Kastle Cove Phase 2 (13 Lot Residential Subdivision) approximately 8.852 acres located at approximately 7550 S 1160 E for applicant: Layne Kap. Commissioner McFadden seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, Losee, McFadden, and Skola voted aye. The motion carried.

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

Mr. Cahoon explained this subdivision is conditional upon the connection to Lester Drive. All lots comply with code. The Planning Commission did not have any questions on this development. Commissioner Losee requested a correction from 8,852 acres to 8.852 acres.

Commissioner McFadden moved to recommend approval of the Preliminary Plan for Kastle Cove Phase 2 (13 Lot Residential Subdivision) approximately 8.852 acres located at approximately 7550 S 1160 E for applicant: Layne Kap. Commissioner Losee seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, Losee, McFadden, and Skola voted aye. The motion carried.

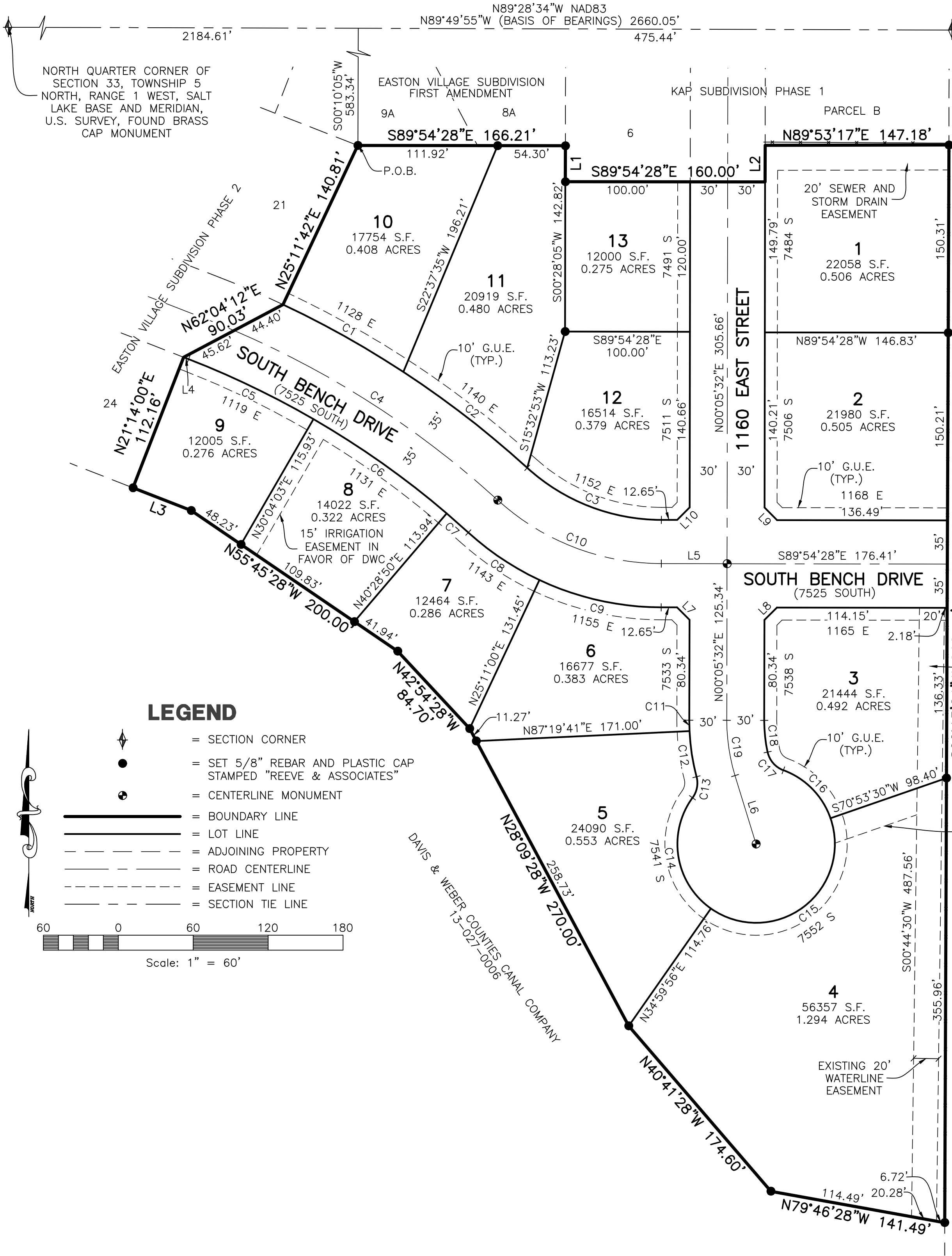
7. Action on Final Plat (35 lot Townhouse Plat) for Deer Run Townhomes Parcel# 13-364-0001 2.914 acres located at 7897 S 2700 E by applicant: Joseph Cook of Deer Run

Investments LLC: Community Services Director Trevor Cahoon announced there will be five phases to this project. All items have been completed and addressed by the developer. The development agreement has been updated. The Wisconsin address will need to be updated before the City Council meeting. All individual lots follow the development agreement, which is the zoning document for this project.

Commissioner Losee asked the developer to answer Mr. Paul Sturm's public comment questions. Joseph Cook announced he needs more time to review Mr. Sturm's questions. She questioned why this plan has come back for final review without appearing to address any of the noted concerns from preliminary. She noted the Planning Commission has been told repeatedly that the parameters of comments and input need to be based on what exists within South Weber City

KASTLECOVE 2 SUBDIVISION

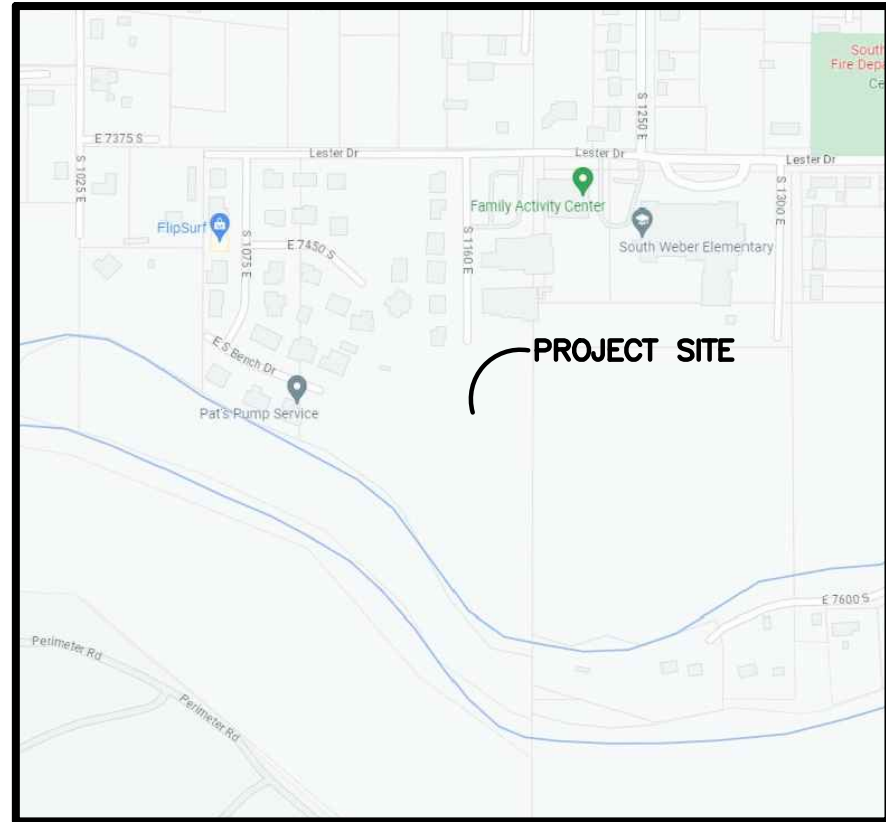
PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY
CITY OF SOUTH WEBER, DAVIS COUNTY, UTAH
AUGUST, 2023



NORTHEAST CORNER OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, FOUND BRASS CAP MONUMENT

NOTE

POTENTIAL LOW PRESSURES ON THE SECONDARY WATER SYSTEMS MAY BE FOUND. HOME OWNER'S RESPONSIBILITY TO INSTALL BOOSTER PUMP AS NECESSARY.



VICINITY MAP
NOT TO SCALE

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO CREATE A THIRTEEN LOT SUBDIVISION AS SHOWN. THE BOUNDARY WAS DETERMINED BY OCCUPATION AND DEED AND BY RETRACING EXISTING SUBDIVISIONS TO THE NORTH AND WEST. ALL REAR LOT CORNERS WERE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES". ALL FRONT LOT CORNERS WERE SET WITH A LEAD PLUG IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.

BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS PLAT IS THE SECTION LINE BETWEEN THE NORTHEAST CORNER AND THE NORTH QUARTER CORNER OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, SHOWN HEREON AS: NORTH 89°49'55" WEST (NORTH 89°28'34" WEST NAD83)

BOUNDARY DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 21 OF EASTON VILLAGE SUBDIVISION PHASE 2, SAID POINT BEING NORTH 89°49'55" WEST 475.44 FEET AND SOUTH 00°10'05" WEST 583.34 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 33 (NORTHEAST CORNER BEING SOUTH 89°49'55" EAST 2660.05 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 33); THENCE SOUTH 89°54'28" EAST 166.21 FEET ALONG THE SOUTH LINE OF LOTS 8A AND 9A OF EASTON VILLAGE SUBDIVISION FIRST AMENDMENT TO THE WEST LINE OF LOT 6 OF KAP SUBDIVISION PHASE 1; THENCE SOUTH 00°05'32" WEST 28.76 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID LOT 6; THENCE ALONG THE SOUTH LINE OF KAP SUBDIVISION PHASE 1 THE FOLLOWING THREE (3) COURSES: (1) SOUTH 89°54'28" EAST 160.00 FEET; (2) NORTH 00°05'32" EAST 29.34 FEET; AND (3) NORTH 89°53'17" EAST 147.18 FEET TO A POINT ON AN EXISTING FENCE; THENCE SOUTH 00°13'24" WEST 862.81 FEET ALONG SAID EXISTING FENCE; THENCE NORTH 79°46'28" WEST 141.49 FEET; THENCE NORTH 40°41'28" WEST 174.60 FEET; THENCE NORTH 28°09'28" WEST 270.00 FEET; THENCE NORTH 42°54'28" WEST 84.70 FEET; THENCE NORTH 55°45'28" WEST 200.00 FEET; THENCE NORTH 68°40'28" WEST 50.07 FEET TO THE EAST LINE OF LOT 24 OF EASTON VILLAGE SUBDIVISION PHASE 2; THENCE NORTH 21°14'00" EAST 112.16 FEET ALONG SAID EAST LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH BENCH DRIVE; THENCE NORTH 62°04'12" EAST 90.03 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH BENCH DRIVE AND THE EAST LINE OF LOT 21 OF EASTON VILLAGE SUBDIVISION PHASE 2; THENCE NORTH 25°11'42" EAST 140.81 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

CONTAINING 348,913 SQUARE FEET OR 8.010 ACRES.

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	790.00'	110.50'	110.41'	55.34'	S60°47'53"E	8°00'51"
C2	790.00'	125.60'	125.47'	62.93'	S52°14'10"E	9°06'34"
C3	160.00'	117.92'	115.27'	61.78'	S68°47'41"E	42°13'34"
C4	755.00'	252.36'	251.18'	127.37'	S57°15'25"E	19°09'03"
C5	720.00'	111.01'	110.90'	55.62'	S64°20'58"E	8°50'03"
C6	720.00'	130.85'	130.67'	65.61'	S54°43'33"E	10°24'47"
C7	720.00'	23.09'	23.09'	11.55'	S48°36'02"E	1°50'16"
C8	230.00'	68.79'	68.53'	34.65'	S56°14'57"E	17°08'07"
C9	230.00'	100.72'	99.92'	51.18'	S77°21'44"E	25°05'28"
C10	195.00'	143.71'	140.48'	75.30'	S68°47'41"E	42°13'34"
C11	180.00'	8.68'	8.68'	4.34'	S01°17'24"E	2°45'51"
C12	180.00'	37.01'	37.01'	18.60'	S08°34'24"E	11°48'09"
C13	20.00'	17.64'	17.08'	9.44'	S10°47'56"W	50°32'49"
C14	63.00'	100.14'	89.93'	64.19'	S09°27'52"E	91°04'25"
C15	63.00'	158.45'	119.87'	194.51'	N52°56'43"E	144°06'26"
C16	63.00'	55.63'	53.84'	29.77'	N44°24'11"W	50°35'22"
C17	20.00'	20.09'	19.26'	10.99'	N40°54'54"W	57°33'56"
C18	120.00'	25.60'	25.55'	12.85'	N06°01'12"W	12°13'28"
C19	150.00'	44.91'	44.74'	22.62'	S08°29'04"E	17°09'11"

LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°05'32"W	28.76'
L2	N00°05'32"E	29.34'
L3	N68°40'28"W	50.07'
L4	N68°46'00"W	4.29'
L5	S89°54'28"E	52.65'
L6	N17°03'39"W	57.38'
L7	S44°54'28"E	14.14'
L8	N45°05'32"E	14.14'
L9	N44°54'28"W	14.14'
L10	N45°05'32"E	14.14'

SOUTH WEBER CITY PLANNING COMMISSION

APPROVED BY THE SOUTH WEBER PLANNING COMMISSION ON
THIS THE ____ DAY OF _____, 20____.

CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

SOUTH WEBER CITY ENGINEER

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

SOUTH WEBER CITY ENGINEER DATE

SOUTH WEBER CITY COUNCIL

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

SOUTH WEBER CITY MAYOR ATTEST: CITY RECORDER

SOUTH WEBER CITY ATTORNEY

APPROVED BY THE SOUTH WEBER CITY ATTORNEY THIS THE ____ DAY OF _____, 20____.

SOUTH WEBER CITY ATTORNEY

SURVEYOR'S CERTIFICATE

I, **JASON T. FELT**, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF **KASTLECOVE 2 SUBDIVISION** IN **SOUTH WEBER CITY, DAVIS COUNTY, UTAH**, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE **DAVIS COUNTY** RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF **SOUTH WEBER CITY, DAVIS COUNTY** CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS ____ DAY OF _____, 20____.

9239283

UTAH LICENSE NUMBER



OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO THIRTEEN LOTS AS SHOWN ON THE PLAT AND NAME SAID TRACT **KASTLECOVE 2 SUBDIVISION**, AND DO HEREBY DEDICATE TO SOUTH WEBER CITY, DAVIS COUNTY, UTAH, ALL PARTS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER; AND ALSO DEDICATE TO SOUTH WEBER THOSE CERTAIN STRIPS AS EASEMENTS FOR GENERAL UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF GENERAL UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY SOUTH WEBER CITY WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN ANY EASEMENT DESCRIBED HEREON.

SIGNED THIS ____ DAY OF _____, 20____.

KASTLE ROCK EXCAVATION & DEVELOPMENT LLC

NAME/TITLE

KEITH T. KAP

ACKNOWLEDGMENT

STATE OF UTAH)SS.
COUNTY OF _____)

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RESIDING IN _____ COUNTY, _____

ACKNOWLEDGMENT

STATE OF UTAH)SS.
COUNTY OF _____)

ON THE ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME _____ SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RESIDING IN _____ COUNTY, _____

PROJECT INFORMATION

Surveyor: **J. FELT** Project Name: **KASTLECOVE 2 SUBDIVISION**
Designer: **N. ANDERSON** Number: **5918-19**
Begin Date: **5-18-2023** Scale: **1"=60'**
Revision: _____ Checked: _____



DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
AND RECORDED, _____ AT
_____ IN BOOK _____ OF
THE OFFICIAL RECORDS, PAGE _____

RECORDED FOR:

DAVIS COUNTY RECORDER

DEPUTY