

### SOUTH WEBER PLANNING COMMISSION AGENDA

Watch Live or at your convenience: https://www.youtube.com/channel/UCRspzALN\_AoHXhK\_CC0PnbA

PUBLIC NOTICE is hereby given that the Planning Commission of SOUTH WEBER CITY, Utah, will meet in a regular public meeting on Thursday February 09, 2023, in the Council Chambers, 1600 E. South Weber Dr., commencing at 6:00 p.m.

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

- 1. Pledge of Allegiance: Commissioner Losee
- 2. Public Comment: Please respectfully follow the guidelines below: Comments will also be accepted at publiccomment@southwebercity.com to be included with the meeting minutes.
  - a. Individuals may speak once for 3 minutes or less.
  - b. State your name and address.
  - c. Direct your comments to the entire Commission.
  - d. Note: Planning Commission will not respond during the public comment period
- 3. Approval of Consent Agenda
  - a. PC2022-01-12 Minutes
- 4. Welcome New Planning Commissioner Chad Skola
- 5. Appointment of Chair & Vice Chair
- 6. Public Hearing and Action on: Preliminary Plan (2 Lot Commercial Subdivision), Conditional Use & Architectural Review for Crosswind Subdivision Parcels 13-039-0082 & 13-039-0083 approximately 5.57 acres located at approximately 7750 S 2700 E by applicant: Genneva Blanchard of John W Hansen & Associates
- Public Hearing and Action on: Preliminary Plan (35 lot Townhouse Plat), Rezone (from C-O to R-7), & Development Agreement 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.
- 8. Public Hearing and Action on: Ordinance 2023-02: Amendments to Residential Multi-Family (R-7) to Residential Multi-family (R-5), Adoption of Strategic Growth Overlay Zone (SG), and Rezone Parcels 13-018-0084 & 13-034-0068 from (R-7) to (R5-SG).
- 9. Commissioner Training provided by Jayme Blakesley
- 10. Planning Commission Comments (Boatright, Davis, Losee, McFadden, Skola)
- 11. 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 DEVELOPMENT COORDINATOR 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 <u>www.southwebercity.com</u> 4. UTAH PUBLIC NOTICE WEBSITE <u>www.pmn.utah.gov</u> 5. THE GOVERNING BODY MEMBERS 6. OTHERS ON THE AGENDA

**DATE: January 20, 2023,** 

#### DEVELOPMENT COORDINATOR: Kimberli Guill

3 PC2023-01-12 Minutes

### SOUTH WEBER CITY PLANNING COMMISSION MEETING

DATE OF MEETING: 12 January 2023 TIME COMMENCED: 6:00 p.m.

LOCATION: South Weber City Office at 1600 East South Weber Drive, South Weber, UT

**PRESENT:** 

COMMISSIONERS:	Gary Boatright Jeremy Davis Julie Losee Marty McFadden Taylor Walton
<b>COMMUNITY SERVICE DIRECTOR:</b>	Trevor Cahoon
<b>DEVELOPMENT COORDINATOR:</b>	Kimberli Guill

**Minutes: Michelle Clark** 

ATTENDEES: Blair Halverson, Michael Grant, Paul Sturm, and Jim Weddington.

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

#### 1. Pledge of Allegiance: Commissioner Walton

- 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).

#### **ACTION ITEMS:**

#### 3. Approval of Consent Agenda

• 8 December 2022 Minutes

Commissioner Losee moved to approve the consent agenda as written. Commissioner McFadden seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, Losee, and McFadden voted aye. Commissioner Walton abstained as he was excused from the meeting. The motion carried.

4. Public Hearing and Action on: Ordinance 2023-02: Amendments to Residential Multi-Family (R-7) to Residential Multi-family (R-5), Adoption of Strategic Growth Overlay

## Zone (SG), and Rezone Parcels 13-018-0084 & 13-034-0068 from (R-7) to (R5-SG). (Moved to February 9, 2023 Meeting)

Jim Weddington, of Farmington City, property owner on corner of 2100 East & South Weber Drive near the two parcels listed queried on the agenda item. Community Services Director Trevor Cahoon explained Ordinance 2023-02 including defining R-7 and R5-SG. Mr. Weddington stated he has questions concerning the type of uses that can be developed on his property. Mr. Cahoon replied he is welcome to set up a meeting with him.

Commissioner Walton moved to open the public hearing for Ordinance 2023-03: Moderate Income Housing Updates. Commissioner Boatright seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, Losee, McFadden, and Walton voted aye. The motion carried.

#### 5. Public Hearing & Action on ORD 2023-03: Moderate Income Housing Updates

Community Services Director Trevor Cahoon explained House Bill 462 - Utah Housing Affordability Amendments became law on June 1st, 2022. HB 462 creates new and modifies existing requirements for certain municipalities. The Moderate-Income housing plan provisions apply to the same list of cities as SB 34 applied to. Approved during the 2022 General Session, the "Utah Housing Affordability Amendments" modified many of the provisions related to affordable housing that were in the 2010 SB 34 legislation.

Mr. Cahoon added highlights of HB 462 are as follows:

- Clarifies MIH requirement and timing to amend your General Plan
- Requires the inclusion of an implementation plan to bring the MIH element to life
- Amends the list of strategies to use
- Outlines the annual reporting requirement
- Adds priority incentives/restrictions for compliance with the MIH requirement

The inclusion of the moderate-income housing element within a county or municipal General Plan is based on population. If the population of the municipality is at least 5,000 people, the General Plan must include this element. For counties, the total county population must be at least 40,000 people with at least 5,000 people in the unincorporated portion.

In order to ensure that jurisdictions are not only envisioning the increase of moderate-income housing but establishing concrete steps to make it happen, HB 462 amends the code to require the inclusion of an implementation plan within the General Plan.

HB 462 has amended the list of strategies that municipalities and counties can consider and use within the moderate-income housing elements. Many of the previous strategies have been revised and/or combined to provide better clarity while a number of new strategies have been added for consideration. Strategies need actionable implementation steps.

After sending the approved items to the State, South Weber City was informed more detail was needed for Option B and so this portion has been amended and reads as follows:

#### PRESERVING AND ENCOURAGING MODERATE INCOME HOUSING:

There are many factors that affect the cost of housing. It is the duty and responsibility of the City to take necessary steps to encourage moderate income housing.

Utah Code Annotated 10-9a-403 (2) (b) (iii) requires the City to choose at least three from a list of 23 ways, A through W, in which it can and will pursue the encouragement of moderate-income housing in the next five years. South Weber chooses the following:

(B) Demonstrate investment in the rehabilitation or expansion of infrastructure that facilitates the construction of moderate-income housing.

Implementation Plan:

Winter 2023 – Adoption of Transportation Master Plan Spring 2023 – Adoption of Water Capital Facilities Plan Summer 2023 – Adoption of Sewer Capital Facilities Plan Summer 2023 – Update Storm Water Capital Facilities Plan Winter 2024 – Begin Process of updating City's General Plan Fall 2024 – Adopt Updated General Plan with infrastructure needs.

E) Create or allow for, and reduce regulations to, internal or detached accessory dwelling units in residential zones.

Implementation Plan:

Fall 2022 - Study options for allowing detached accessory dwelling units. Winter 2023 - Discuss with City Council and Planning Commission the options that are available to allow detached accessory dwelling units.

Spring 2023 - Begin crafting a draft ordinance for detached accessory dwelling units. Spring 2023 - Take the draft ordinance through the process.

(I) Amend land use regulations to allow for single occupancy developments.

Implementation Plan:

Complete July 2023 – Study residential zones for the inclusion of single occupancy developments as a permitted use.

Begin Winter 2023 – Determine other guiding materials and code that would be necessary to regulate single occupancy developments for South Weber City. Begin Spring 2024 – Study locations to designate within the City's general plan for this use.

Complete Spring 2025 – Draft Ordinance for Planning Commission and City Council review and approval.

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

Commissioner Boatright moved to close the public hearing for Ordinance 2023-03: Moderate Income Housing Updates to include the city will look for areas that require moderate income housing and infrastructure needs. Commissioner Losee seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, Losee, McFadden, and Walton voted aye. The motion carried.

Commissioner Boatright thanked those involved for their hard work on the Moderate Income Housing Plan. Commissioner Davis asked if the additional detail the state was asking for has been addressed. Mr. Cahoon replied the City has addressed concerns.

Commissioner McFadden moved to recommend approval to the City Council for Ordinance 2023-03: Moderate Income Housing Updates to include the City will look for areas that require moderate income housing and the impact on infrastructure for those areas in the Winter of 2024. Commissioner Walton seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, Losee, McFadden, and Walton voted aye. The motion carried.

**6.** Special Recognition for Outgoing Planning Commissioner Taylor Walton (2016-2023) Commissioner Davis thanked Commissioner Taylor Walton for his many years of service. Mr. Cahoon presented him with a gift as a token of the City's appreciation. Commissioner Walton thanked those he has been able to work with over the years.

#### PLANNING COMMISSION COMMENTS:

**Commissioner McFadden:** acknowledged his appreciation for Commissioner Walton and his objectivity.

**Commissioner Losee:** invited Commissioner Walton to attend meetings in the future to give his public comment. She queried as to whether or not the Planning Commission is invited to attend. Mr. Cahoon reported the Planning Commission will not be invited this year, but it is an open meeting that will take place January 27-28.

**Commissioner Davis:** thanked Commissioner Walton for everything as he has enjoyed getting to know him. He appreciated his passion and deep understanding brought to the commission. He noted he attended City Council meeting on January 10, 2023 to announce the Planning Commission's goals for 2023. He requested the Planning Commission receive a copy of the City Council's priority list. He wanted the Council to be aware of the Planning Commission's focus on sensitive land areas and water use to the Council. He requested an agenda item to be included on the agenda for Code Committee update, as well as minutes from Code Committee meetings being given to the Code Commission. He suggested the Planning Commission receive a copy of the meeting minutes from the Code Commission. He also requested better communication between the City Council and Planning Commission. Commissioner Boatright reminded the Planning Commission they are advisor's to the City Council as to what they want them to review. Commissioner Walton recommended actions from City Council be put together in the form of a memo to the Planning Commission. Mr. Cahoon suggested the Planning Commission chair, Mayor, and City Staff discussion options to breakdown communication errors.

Commissioner Davis asked the Commission if there is anything specific they would like to review for sensitive land areas or water use. Commissioner McFadden understands there is aggressive development on the top of the hillside in Layton City coming toward South Weber City and recommended the City stay ahead of what is going on up there. He included the City needs to look at future plans for Parsons Gravel Pit. Commissioner Walton suggested the City delineate hazard areas for sensitive land use maps. He suggested the City discuss urban and wildland interface and how to protect it. Mr. Cahoon announced the City is in the process of a Multi-Hazard Mitigation Plan. Commissioner Walton suggested the City continue to address concerns with dust mitigation and water issues. Commissioner McFadden discussed land owners who are required to use so much water to keep their water shares. He queried if the City can get involved. Commissioner Walton identified water rights being a State issue. Commissioner Walton suggested the City look at how they can contribute water preservation for the Great Salt Lake. Councilman Halverson acknowledged there is a fear of water shares being taken if they don't use them and it is not a fact but a fear out there.

**Commissioner Boatright:** thanked Commissioner Boatright for his service and especially his re-appointment. He added the City will miss his thoroughness and keen eye of which he has learned a lot from him.

**Trevor Cahoon:** Open Meeting Duties and Powers of Ethics Training will take place in February or March. He will inform the Commission of any upcoming training meetings as the Planning Commission is required to have four hours of training each year. A special meeting will be held February 26, 2023 at 6:00 p.m. with the RV Dealership. He thanked Commission Walton for his dedication and service on the Code Committee.

ADJOURN: Commissioner Losee moved to adjourn the Planning Commission meeting at 7:05 p.m. Commissioner Walton seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, Losee, McFadden, and Walton voted aye. The motion carried.

**APPROVED:** 

Date

Chairperson: Jeremy Davis

Transcriber: Michelle Clark

Attest: Development Coordinator: Kimberli Guill

From:	RaChelle Udy
То:	Public Comment
Subject:	Handicap parking spots need to be better marked
Date:	Tuesday, January 10, 2023 9:45:10 PM
Attachments:	IMG 9844.PNG

Can you tell this is a handicap parking space in front of the State Farm building? Last week, I was parked here and was left a sarcastic note on my door handle assuming I was not being considerate of handicapped people. It was dark and had been raining, just as it is tonight. Honestly, I did not see this was a handicapped parking space. And I am not the type of person who purposefully parks in handicap spaces. With that said, I noticed a problem with these handicap spaces: when it is dark/raining or snowing, there is no way to tell these spots are designated for handicapped. Unlike the last two pictures I posted, there are no posted visible signs for days like today, when the weather inhibits a person's view. I don't know who needs to see this, but the city, or building manager or Jay Carnahan/State Farm need to install posted handicap signs for all weather. Hoping this can make some changes and help those who need the use of those handicapped parking spaces.

Thanks, Ra'Chelle Mattsson South Weber resident



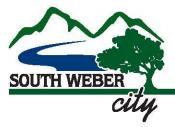


Some people ave actually Handicap, Be Considerate Inthe New year



#### 3 PC2023-01-12 Minutes





### PLANNING MEMORANDUM

1600 E. South Weber Drive South Weber, UT 84405

www.southwebercity.com

801-479-3177 FAX 801-479-0066

## To: Planning Commission From: Trevor Cahoon, Community Services Director; Brandon Jones, City Engineer Re: Public Hearing and Action on: Preliminary Plat (2 Lot Commercial Subdivision), Conditional Use & Architectural Site Plan Review for Crosswind Subdivision Parcels 13-039-0082 & 13-039-0083 approximately 5.57 acres located at approximately 7750 S 2700 E by applicant: Genneva Blanchard of John W Hansen & Associates

Project Information						
Project Name	Crosswind Subdivision (Wasatch Dermatology)					
Site Location	7750 S 2700 E					
Tax ID Number	130390082, 130390083					
Applicant	Genneva Blanchard (John W. Hansen & Assoc.)					
Owner	Red Desert Real Estate, LLC					
Proposed Actions	Preliminary Plan (2 Lot Commercial Subdivision), Conditional Use & Architectural Site Plan Review for Crosswind					
Current Zoning	СН					
General Plan Land Use Classification	СН					
Gross Site	5.57 Acres (Subdivision)					

#### **ACTION**

Administrative Action: Consider approval of Preliminary Plat (2 Lot Commercial Subdivision), Conditional Use & Architectural Site Plan Review for Crosswind Subdivision.

#### **ITEMS FOR PLANNING COMMISSION REVIEW**

- **Preliminary Plat.** Although this could have come forward as a Preliminary/Final Application the Developer has chosen to move forward in different steps as they continue to work on items required for a full Plan submission:
  - 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: Commercial lots do not have a minimum requirement.
  - 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 will need this by the final submission.
  - *Right-of-Way (ROW) Dedication:* The ROW has been indicated on the drawings for dedication to the City and the widths comply with the City Standards. Due to the future expansion of 2700 E they have dedicated this portion to the city. As this would be larger

than the standard road with the City will need to enter into a purchase agreement for the required acreage. This will come forward in a future City Council meeting.

- Utility Easements: The General Utility Easement required for each property has been indicated on the plat. Developer has supplied some of the other easements but will need to update the final plat with all necessary easements. One easement that is missing is the petroleum easement on lot 1.
- Signature Boxes: All signature boxes are supplied.
- Site Plan: The commercial use required the submission of a site plan to the Planning Commission for approval. Site plan in general complies with necessary code. An area that will need further conversation is the total required parking. For a Medical Office our code requires 1 space for every 200 gross square feet. The plan currently has 118 stalls and based on estimates of size they would need 150. We will need to confirm square footage on proposed building.
- **Conditional Use Permit:** Conditional use is needed as the project is over an acre.
- Architectural Review: The project requires an architectural site plan review.
- Improvement Plans: Developer has submitted preliminary improvement plans to be included in the submission.

#### FUTURE APPROVALS NEEDED BY PLANNING COMMISSION

• Landscape Plan: A landscape plan was not submitted at this point in the development. We can consider the other items at this time. The full plan will need to be accepted by the Planning Commission prior to recommending Final Plat approval from the City Council.

#### APPROVALS PREVIOUSLY GRANTED BY PLANNING COMMISSION

N/A

#### **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 current zoning for this project is Commercial-Highway (C-H). The use is allowed within that zone as a permitted use. However it is over an acre so they\ will need to be processed through the conditional use application process.

#### PL-2: PROJECT SIZE

The Project's approximately 2.65 acres. This is smaller than the original site because the property has to dedicate land for the future ROW.

#### PL-3: LOT AREA

There are no minimum lot area requirements.

#### PL-4: LOT WIDTH

No minimum with required.

#### PL-5: SETBACKS

Setback needs to be 50' from the front and 20' from the side that is fronting 2700 E. The site plan provided shows this to not be an issue.

#### PL-6: ACCESS

A traffic study has been completed for the area with the intended use already identified. The future impacts of the road are already addressed in the forthcoming capital facilities plan for transportation. The two access points that will be within the project match existing entrances and exits.

#### PL-7: ROADS

Developer will not be adding roads to the project area. They will be creating a cross access agreement with the property to the north to allow traffic to flow between the properties.

The 2700 E Improvements, including the roundabout, will not be taking place with this development. These improvements will occur over time.

#### PL-8: LANDSCAPING

At least fifteen percent (15%) of the total site shall be thoroughly landscaped, including an irrigation system to maintain such landscaping. For use of exceptional design and materials, as determined by the Planning Commission, the landscaping may be reduced to ten percent (10%) of the total site.

a. The developer has not submitted a landscape plan. Buffer Yard is not necessary as the site do es not abut residential.

#### PL-9: ARCHITECTURAL REVIEW

Developer has submitted renderings of the buildings.

#### PL-10: FENCING

Installation of fencing is not required for this development.

#### PL-11: SITE PLAN

Parking: The plan currently has 118 stalls and based on estimates of size they would need 150. We will need to confirm square footage on proposed building. The developer could have a joint parking agreement with the northern property to satisfy the requirement.



#### **MEMORANDUM**

TO: Genneva Blanchard – Developer Great Basin Engineering – Developer's Engineer

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

- CC: Kim Guill South Weber Development Coordinator Trevor Cahoon – South Weber Community Services Director
- RE: CROSSWINDS DEVELOPMENT (WASATCH DERMATOLOGY) Engineering Review #1
- Date: January 25, 2023

#### --- RESUBMITTAL REQUIRED ---

Our office has completed a review of the preliminary submittal received on January 20, 2023, for the Crosswinds Development, located on the east side of 2700 East (across the street from Maverik and Morty's Car Wash). We offer the following comments:

#### **GENERAL**

- E1. Will Serve Letters.
  - A. We acknowledge that "will serve" communication documentation has been received for Comcast Cable, Dominion Energy, and Rocky Mountain Power (RMP). No other "will serve" documentation is needed.
- E2. Plan Review Approval Letters.
  - A. <u>Petroleum Pipelines</u>. There are three petroleum pipelines that cross Lot 2. Holly Energy (Rocky Mountain Pipeline) owns two lines, and Phillips 66 (Pioneer Pipeline) owns one. Their easements need to be shown on the plat, and an approval letter from both companies will be required when a specific site plan is proposed on Lot 2.
- E3. <u>Environmental Study.</u> A Phase 1 Environmental Site Assessment was conducted by AGEC, dated September 21, 2005. "This assessment has revealed no evidence of recognized environmental conditions in connection with the property." This report was later updated by AGEC on December 8, 2021. This assessment also concluded that there were no "significant environmental concerns" on the site. No further investigation is necessary.
- E4. <u>Geotechnical Report.</u> The original report was performed by AGEC, dated October 27, 2005. An update to this report, dated November 9, 2022, was conducted, and provided

#### CROSSWINDS DEVELOPMENT (WASATCH DERMATOLOGY) Engineering Review #1 January 25, 2023

to the city. The recommendations in this updated study are substantially similar to the previous report.

- A. By implementing the recommendations of the original and updated report, the site appears to be suitable for the proposed development.
- E5. <u>Traffic Impact Study.</u> The city has been working with WCG on the city's Transportation Master Plan with a Subarea Plan specifically conducted for 2700 East between South Weber Drive and 7800 South. Therefore, no additional study is needed for this development.
- E6. <u>Transportation Master Plan.</u> Two recommendations from this study have direct impact on this development: widening of the road to a 5-lane road with a roundabout at 7800 South, and the restriction to only two access locations on the east side (at 7800 South and lining up with the southern driveway of Morty's Car Wash).
  - A. <u>2700 East Design</u>. The city is currently working on the design of the future widened road to establish the road dedication area and elevation of the future curb and gutter. This will be reviewed by WCG and then provided to the developer in order for them to finish their design.
  - B. <u>Dedication and Appraisal</u>. The property to be dedicated to the 2700 East ROW will be appraised and the city will pay for any additional property larger than the standard local city road, which is 70 feet wide. Depending on the amount required, the city may ask for some extended time to complete full payment.
  - C. <u>Current Conditions</u>. The widened road will not be constructed at this time but will be constructed when needed in the future. Therefore, the access points will be constructed and connected to the existing road, as is.
  - D. <u>Sidewalk</u>. There is no existing sidewalk on the east side of the road. The sidewalk will not be installed at this time, but the cost of the sidewalk is the responsibility of the developer. Therefore, the estimated cost for the construction of the sidewalk will need to be paid to the city in lieu of actually doing the work. The city will hold the money and use it to pay for constructing the sidewalk when the future widened road is constructed.
- E7. <u>Water</u>. Secondary water is not available on this property. Therefore, culinary water is the only option for outdoor water use. This can be allowed as long as the required backflow prevention assembly is provided (see South Weber City Standards, Sheet CW7).
- E8. <u>Private Utilities</u>. The on-site water, sewer, and storm drain system facilities will be privately owned. An Ownership and Maintenance Agreement will be required to clearly establish ownership and address long-term maintenance.

#### PLAT

- E9. <u>Address</u>. The addresses for the lots are as follows:
  - A. Lot 1: 7772 South 2700 East
  - B. Lot 2: 7716 South 2700 East
- E10. The petroleum line easements need to be shown on the plat.

#### CROSSWINDS DEVELOPMENT (WASATCH DERMATOLOGY) Engineering Review #1 January 25, 2023

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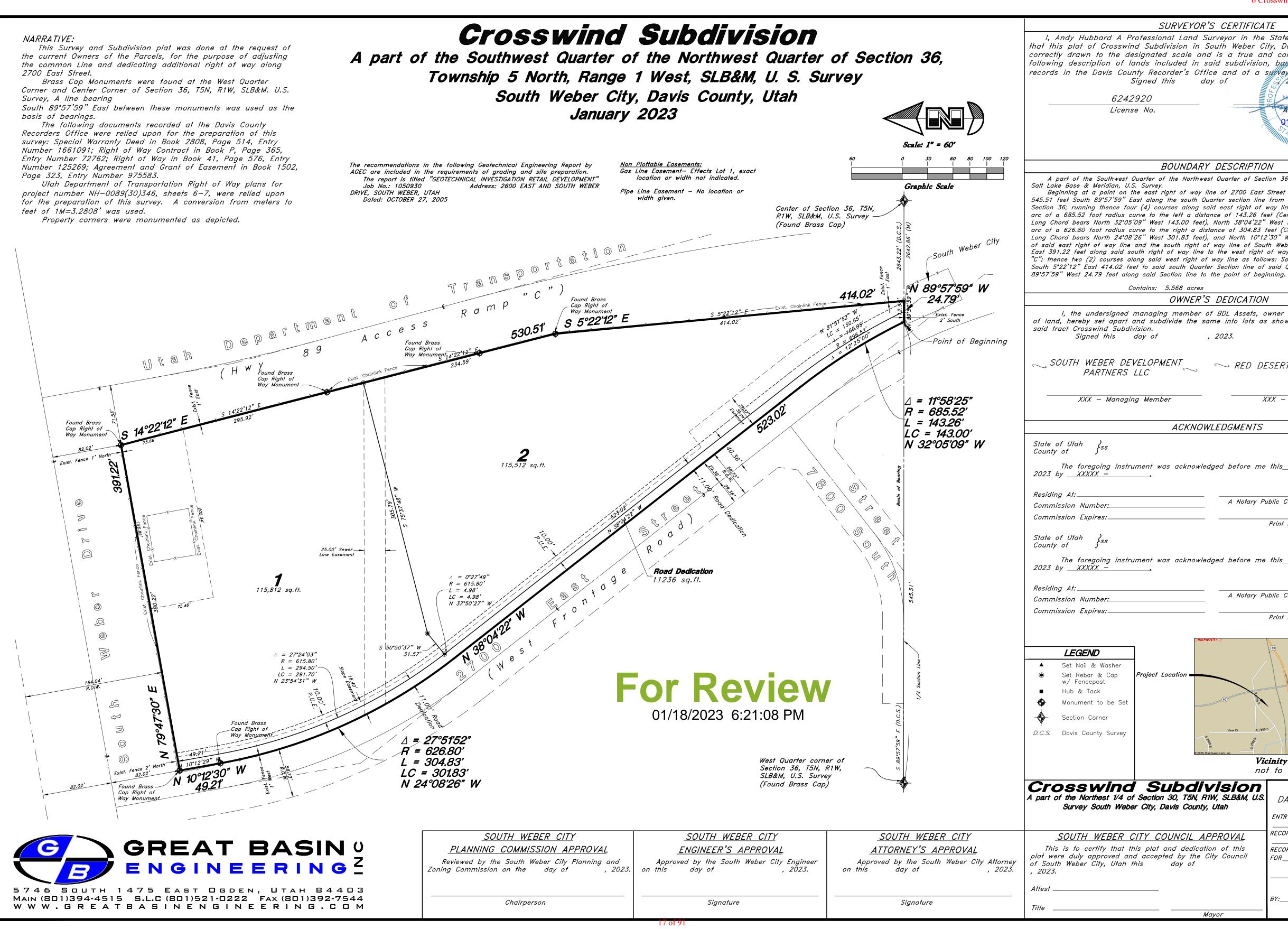
- E11. A cross-access easement needs to be provided across Lot 2 in favor of Lot 1. This would not be the primary access for Lot 1 but is needed in order to allow traffic from Lot 1 to access and travel southbound on 2700 East, since the left-hand movement at the shared access will be restricted in the future.
- E12. All easements need to include bearings and distances labeled sufficiently to be able to locate them relative to the lots.

#### **IMPROVEMENT PLANS**

#### E13. Water.

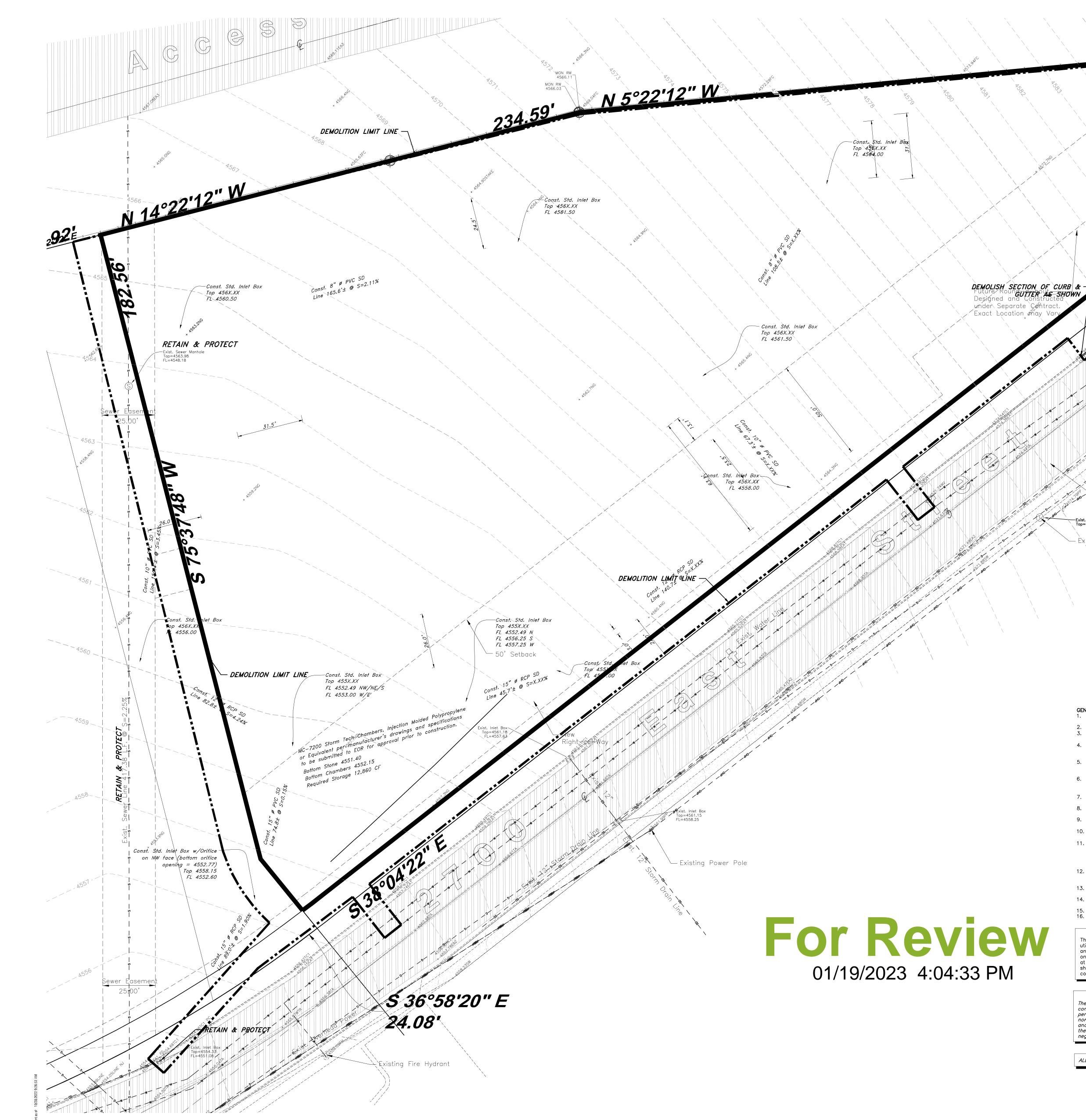
- A. The city recently had a fireflow test performed on 2700 East. The test showed a fireflow of 3,623 gpm.
- E14. Storm Drain.
  - A. Storm drain calculations need to be provided.
  - B. As part of the LID compliance, please use the following documents and links to assist with and complete the Storm Water Quality Report, including all proposed permanent BMP's.
    - i. South Weber City Standards, Appendix A, Exhibit 3, and Sheet LID1
    - ii. Follow State's Guidelines at <u>https://deq.utah.gov/water-quality/low-impact-development</u>
    - iii. Follow State's "Guide to Low Impact Development within Utah Manual"
    - iv. Complete State's "Storm Water Quality Report Template"

Job No.: 1050930

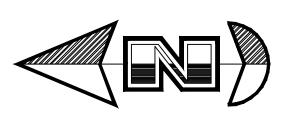


6 Crosswinds Subdivision Preliminary

SURVEYOR'S CERTIFICATE I, Andy Hubbard A Professional Land Surveyor in the State of Utah, do hereby certify that this plat of Crosswind Subdivision in South Weber City, Davis County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based onlidgta compiled from records in the Davis County Recorder's Office and of a survey made only the around. Signed this day of 2023. Andy Hubbard 01/18/2023 BOUNDARY DESCRIPTION A part of the Southwest Quarter of the Northwest Quarter of Section 36, Township 5 North, Range 1 West Beginning at a point on the east right of way line of 2700 East Street which is 545.51 feet South 89°57'59" East along the south Quarter section line from the West Quarter corner of said Section 36; running thence four (4) courses along said east right of way line as follows: Northerly along the arc of a 685.52 foot radius curve to the left a distance of 143.26 feet (Central Angle equals 11\*58'25" and Long Chord bears North 32°05'09" West 143.00 feet), North 38°04'22" West 523.02 feet, Northerly along the arc of a 626.80 foot radius curve to the right a distance of 304.83 feet (Central Angle equals 27°51'52" and Long Chord bears North 24°08'26" West 301.83 feet), and North 10°12'30" West 49.21 feet to the intersection of said east right of way line and the south right of way line of South Weber Drive; thence North 79°47'30" East 391.22 feet along said south right of way line to the west right of way line of Highway 89 Access Ram "C"; thence two (2) courses along said west right of way line as follows: South 14°22'12" East 530.51 feet, South 5°22'12" East 414.02 feet to said south Quarter Section line of said Quarter Section; thence North OWNER'S DEDICATION I, the undersigned managing member of BDL Assets, owner of the hereon described tract of land, hereby set apart and subdivide the same into lots as shown on this plat, and name , 2023.  $\sim$  red desert real estates LLC  $\sim$ XXX – Managing Member ACKNOWLEDGMENTS The foregoing instrument was acknowledged before me this\_\_\_\_ day of A Notary Public Commission in Utah Print Name day of A Notary Public Commission in Utah Print Name 0 100 E 7825 S Vicinity Map not to scale DAVIS COUNTY RECORDER ENTRY NO.\_\_ \_FEE PAID \_\_\_FILED FOR RECORD AND RECORDED\_ \_ OF OFFICIA \_\_\_ IN\_ BOOK\_\_\_\_\_ RECORDS, PAGE\_\_\_\_ . RECORDEL FOR DAVIS COUNTY RECORDER DEPUTY Mayor 05N253P



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<u>414.0</u>

S 89°57'59" E

A = 11°58'25"

R = 685.52'

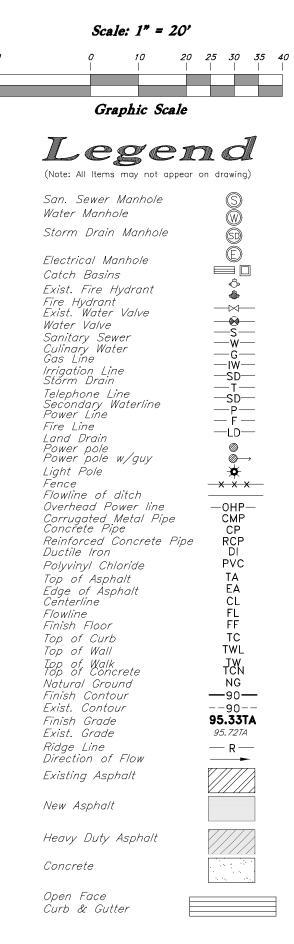
L = 143.26'

LC = 143.00'

S 32°05'09" E

24.79

xist. Inlet Box Top=4594.77 FL=4590.72



GENERAL DEMOLITION NOTES:

Federal Agencies as required.

—Exist. Communication Masho

- Existing Telephone Manhole

Fop=4574.32

Demolition and site clearing for this contract are to include all areas shown within demolition limits or by note.

– Existing Chain Link Fence

Future Round— Designed and Cor

under Separate ( Exact Location

DEMOLITION LIMIT LINE -

523.04

- 2. Refer to site improvement plans for more details on limits of removal. 3. Demolish existing buildings and clear from site. (Including removal of all footings and
- foundations.) 4. All curbs, gutters, walks, slabs, walls, fences, flatwork, asphalt, waterlines and meters,

≤Future Round-a-bout ——>

Designed and Constructed under Separate Contract. Exact Location may Vary

- gas lines, sewer lines, light poles, buried cables, storm drain piping and structures to be cleared from site unless otherwise shown. 5. All utilities, sewer, water, gas, telephone and electrical services to be disconnected and
- capped according to city, county and utility company requirements, unless otherwise 6. Basements and other excavated areas to be backfilled with clean granular material
- compacted to 95% of maximum lab density as determined by ASTM D 1557-78. (Test results to be given to owner) 7. Clear and grub trees, shrubs, and vegetation within construction limits, disposal to be
- off-site except where noted otherwise. 8. DO NOT interrupt any services or disrupt the operation of any businesses shown outside the demolition limits.
- 9. If ASBESTOS is found in existing structures, the Asbestos must be removed in a legal manner by a contractor licensed to handle asbestos materials. (Not a part of contract) 10. Remove debris, rubbish, and other materials resulting from the demolition and site clearing operations from the site and dispose of in a legal manner.
- 11. The location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied upon as being exact or complete. Contractor shall contact authorities having jurisdiction for field locations. Contractor shall be
- responsible for protection of in place and relocated utilities during construction. 12. Stockpiles shall be graded to maintain slopes not greater than 3 horizontal to 1 vertical. Provide erosion control as needed to prevent sediment transport to adjacent drainage
- 13. Contractor shall be responsible for disposal of all waste material. Disposal shall be at an approved site for such material. Burning onsite is not permitted. 14. Contractor shall verify with city any street removal, curb cuts, and any restoration
- required for utility line removal. 15. Install traffic warning devices as needed in accordance with local standards. 16. Contractor shall obtain all permits necessary for demolition from City, County, State or

CAUTION NOTICE TO CONTRACTOR The contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these plans are based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied on as being exact or complete. The contractor must call the appropriate utility company at least 48 hours before any excavation to request exact field location of utilities. It shall be the responsibility of the contractor to relocate all existing utilities which conflict with the propose improvements shown on the plans.

## PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

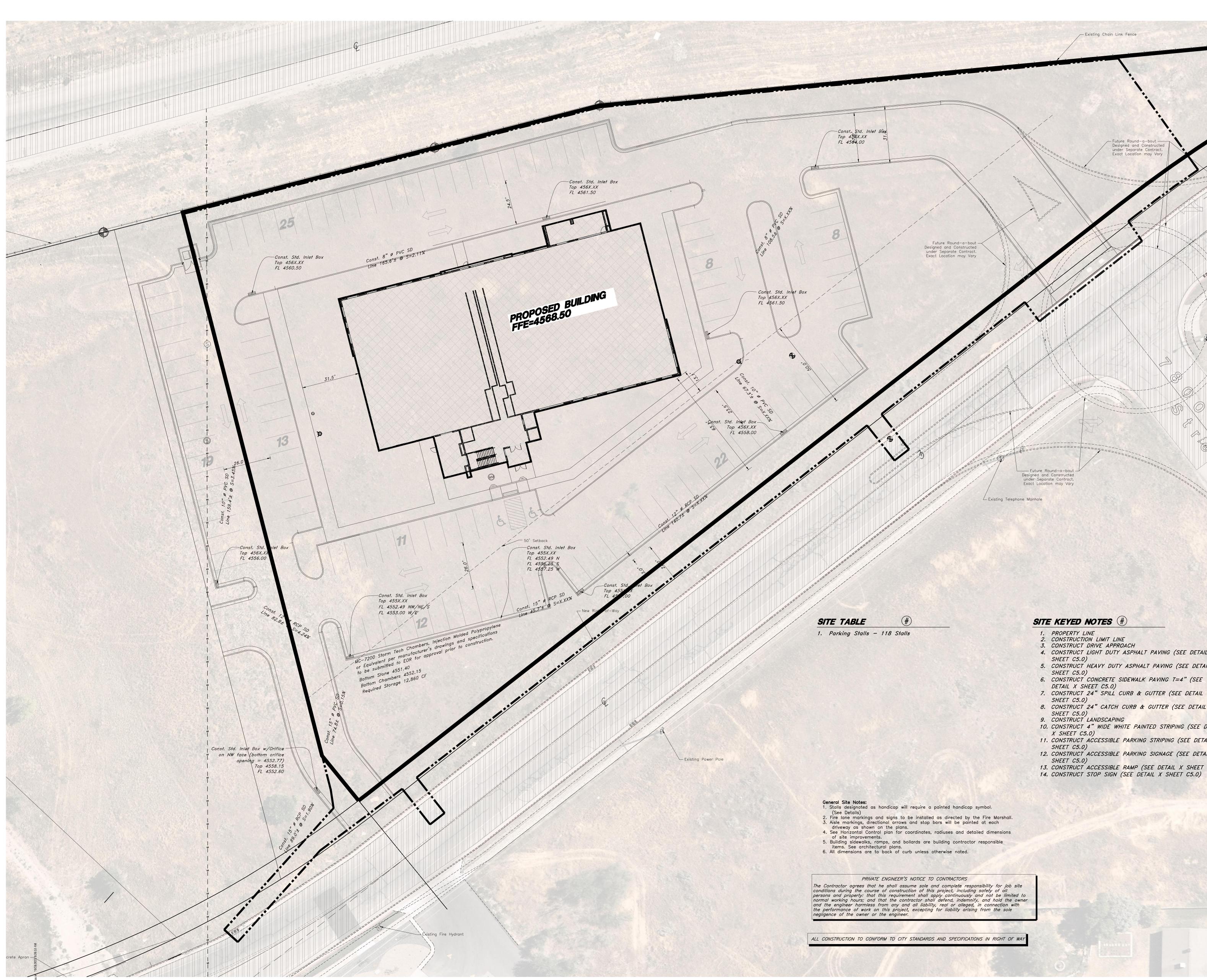
The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property: that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the 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.

ALL CONSTRUCTION TO CONFORM TO CITY STANDARDS AND SPECIFICATIONS IN RIGHT OF WAY





Demolition Plan Sheet Number **COO1** 





Scale: 1" = 20' 0 10 20 25 30 35 40 Graphic Scale

### (Note: All Items may not appear on drawing) San. Sewer Manhole S Water Manhole

 $-\bowtie$ 

RCP

PVC

TWL TVL NG 90 90 95.33TA 95.72TA R R

Storm Drain Manhole Electrical Manhole Catch Basins Exist. Fire Hydrant Fire Hydrant Exist. Water Valve Water Valve Sanitary Sewer Culinary Water Gas Line Irrigation Line Storm Drain Telephone Line Secondary Waterline Power Line Fire Line Land Drain Power pole Power pole Power pole Power pole Power pole Fence Flowline of ditch Overhead Power line Corrugated Metal Pipe Concrete Pipe Reinforced Concrete Pipe Ductile Iron Polyvinyl Chloride Catch Basins

Ductile Iron Polyvinyl Chloride Top of Asphalt Edge of Asphalt Centerline Flowline Finish Floor Top of Curb Top of Wall Top of Walk Top of Walk Top of Concrete Natural Ground Finish Contour Exist. Contour Exist. Grade Exist. Grade Ridge Line Direction of Flow

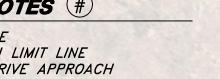
Existing Asphalt New Asphalt Heavy Duty Asphalt

Concrete Open Face Curb & Gutter

Existing Poweri Rpl

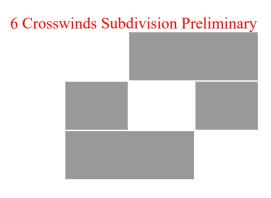
- 12. CONSTRUCT ACCESSIBLE PARKING SIGNAGE (SEE DETAIL X
- 13. CONSTRUCT ACCESSIBLE RAMP (SEE DETAIL X SHEET C5.0)





- 4. CONSTRUCT LIGHT DUTY ASPHALT PAVING (SEE DETAIL X
- 5. CONSTRUCT HEAVY DUTY ASPHALT PAVING (SEE DETAIL X
- 7. CONSTRUCT 24" SPILL CURB & GUTTER (SEE DETAIL 1

8. CONSTRUCT 24" CATCH CURB & GUTTER (SEE DETAIL X 10. CONSTRUCT 4" WIDE WHITE PAINTED STRIPING (SEE DETAIL 11. CONSTRUCT ACCESSIBLE PARKING STRIPING (SEE DETAIL X



Babcock Design

# Salt Lake City 52 Exchange Place Salt Lake City, UT 84111 801.531.1144

Boise 800 W Main Street, Suite 940 Boise, ID 83702 208.424.7675

babcock**design**.com

Consultant

client name

## **SOUTH WEBER** DERMATOLOGY

project address

Revisions Num.

Project Number | 22006

Stamp

Sheet Title

Site Plan

Sheet Number

Original Issue issue date

Project Status DESIGN DEVELOPMENT

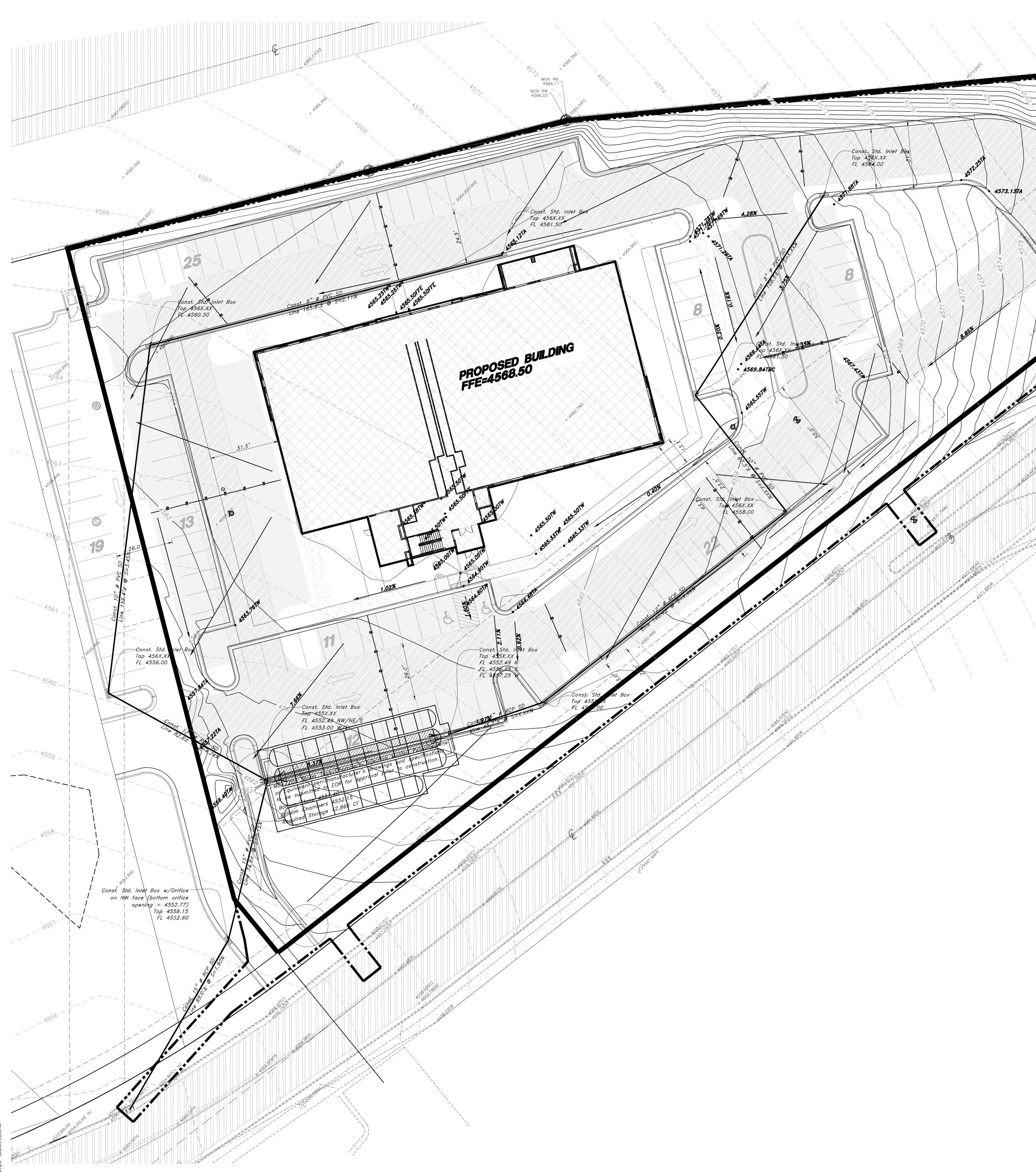
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PRE-IMMARY NOTFORCONSTRUCTION

C101

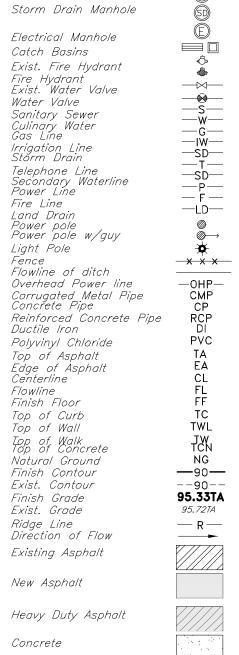
Description



W:\05N253 Crosswindstawing1305N253'S3:dwg,21119/2023'4:04:2019M, drew, 1:1



## Scale: 1" = 20' 10 20 25 30 35 40 Graphic Scale (Note: All Items may not appear on drawing) San. Sewer Manhole Water Manhole



Open Face Curb & Gutter

#### GENERAL GRADING NOTES: 1. All work shall be in accordance with the City Public Works Standard. 2. Cut slopes shall be no steeper than 2 horizontal to 1 vertical. 3. Fill slopes shall be no steeper than 2 horizontal to 1 vertical.

4575.0474

 4. Fills shall be compacted per the recommendations of the geotechnical report prepared for the project and shall be certified by the geotechnical engineer. 5. Areas to receive fill shall be properly prepared and approved by the City inspector and geotechnical Engineer prior to placing fill.

4579.82TA±(MATCH)

4578.74

4574.85TA±(MATCH

\_\_\_\_\_

4578 74+7

- 6. Fills shall be benched into competent material as per specifications and geotechnical report.
- 7. All trench backfill shall be tested and certified by the site geotechnical engineer per the grading code. 8. A geotechnical engineer shall perform periodic inspections and submit a complete report
- and map upon completion of the rough grading.
  9. The final compaction report and certification from the geotechnical engineer shall contain the type of field testing performed. Each test shall be identified with the method of obtaining the in-place density, whether sand cone or drive ring and shall be so noted for each test. Sufficient maximum density determinations shall be performed to verify the accuracy of the maximum density curves used by the field technician. 10. Dust shall be controlled by watering.
   11. The location and protection of all utilities is the responsibility of the permitee.
- 12. Approved protective measures and temporary drainage provisions must be used to protect
- adjoining properties during the grading project.
  13. All public roadways must be cleared daily of all dirt, mud and debris deposited on them as a result of the grading operation. Cleaning is to be done to the satisfaction of the
- city engineer. 14. The site shall be cleared and grubbed of all vegetation and deleterious matter prior to
- graaing. 15. The contractor shall provide shoring in accordance with OSHA requirements for trench walls.
- 16. Aggregate base shall be compacted per the geotechnical report prepared for the project. 17. Elevations shown on this plan are finish grades. Rough grades are the subgrades of the
- improvements shown hereon. 18. The recommendations in the following Geotechnical Engineering Report by xxxx are included in the requirements of grading and site preparation. The report is titled "GEOTECHNICAL INVESTIGATION" Job No.: Address
- Dated: 19. As part of the construction documents, owner has provided contractor with a topographic survey performed by manual or aerial means. Such survey was prepared for project design purposes and is provided to the contractor as a courtesy. It is expressly understood that such survey may not accurately reflect existing topographic conditions. 20. Erosion Control: Protect all inlet boxes, catch basins, etc. with straw bales or other approved method to strain the storm water during construction. Protect surrounding
- properties and streets from site runoff with sandbags and earth berms. CURB AND GUTTER CONSTRUCTION NOTES: 1. Open face gutter shall be constructed where drainage is directed away from curb.
- Open face gutter locations are indicated by shading and notes on site and grading plan. 3. It is the responsibility of the surveyor to adjust top of curb grades at the time
- construction staking. 4. Refer to the typical details for a standard and open face curb and gutter for dimensions.
- 5. Transitions between open face and standard curb and gutter are to be smooth. Hand form these areas if necessary. ADA NOTES:

Contractor must maintain a running slope on Accessible routes no steeper than 5.0% (1:20). The cross slope for Accessible routs must be no steeper than 2.0% (1:50). All Accessible routes must have a minimum clear width of 36". If grades on plans do not meet this requirement notify Consultants immediately. The Client, Contractor, and Subcontractor should immediately notify the Consultant of any conditions of the project that they believe do not comply with the current state of the ADA and/or FHAA.

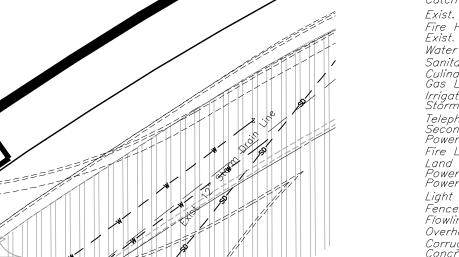
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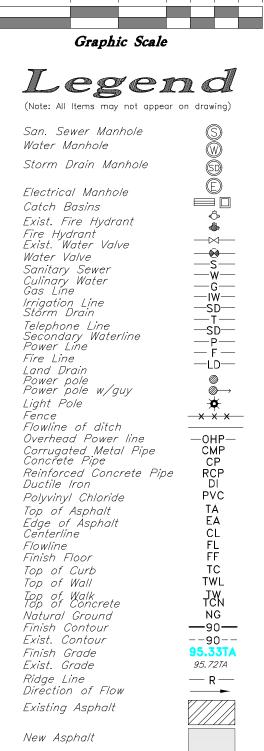
ALL CONSTRUCTION TO CONFORM TO CITY STANDARDS AND SPECIFICATIONS IN RIGHT OF WAY



Grading & Drainage Plan Sheet Number C201







Scale: 1" = 20'

10 20 25 30 35 40

Heavy Duty Asphalt Concrete Open Face Curb & Gutter



-Exist. Communication Manhole Top=4574.32

- . Coordinate all utility connections to building with plumbing plans and building contractor. 2. Verify depth and location of all existing utilities prior to constructing any new utility lines. Notify Civil Engineer of any discrepancies or conflicts prior to any connections being made
- 3. All catch basin and inlet box grates are to be bicycle proof. All inlet boxes located in curb and gutter are to be placed parallel to the curb and gutter and set under the frame and grate. Improperly placed boxes will be removed and replaced
- at no additional cost to the owner. Precast or cast in place boxes are acceptable.
- 5. Refer to the site electrical plan for details and locations of electrical lines, transformers and
- light poles. 6. Gas lines, telephone lines, and cable TV lines are not a part of these plans unless otherwise
- noted.
- 7. Water meters are to be installed per city standards and specifications. It will be the contractor's responsibility to install all items required.
- 8. Water lines, valves, fire hydrants, fittings etc. are to be constructed as shown. Contractor is
- responsible to construct any vertical adjustments necessary to clear sewer, storm drain or
- other utilities as necessary including valve boxes and hydrant spools to proper grade.
- 9. Field verify all existing and/or proposed Roof Drain/Roof Drain down spout connections to

- Storm Water System with Civil, Plumbing & Architectural plans. Notify Engineer of any

- discrepancies.
- 10. All gravity flow utility lines shall be installed prior to any pressurized utilities unless
- written permission is obtained from the engineer of record before construction begins.

- UTILITY PIPING MATERIALS:
- All piping to be installed per manufacturers recommendations. Refer to project specifications
- for more detailed information regarding materials, installation, etc.

#### CULINARY SERVICE LATERALS 1. 3/4" to 2" diameter pipe — copper tube ASTM B, Type K, Soft Temper

2. Over 2" diameter pipe — AWWA C—900 Class 150 pipe

WATER MAIN LINES AND FIRE LINES

1. Pipe material as shown on utility plan view or to meet city standards.

SANITARY SEWER LINES

1. All sewer piping to be Polyvinyl Chloride (PVC) sewer pipe, ASTM D 3034, Type PSM, SDR 35

STORM DRAIN LINES 1. 12" pipes or smaller - Polyvinyl Chloride (PVC) sewer pipe, ASTM D3034, Type PSM, SDR 35

2. 12" or larger — Reinforced Concrete Pipe, ASTM C76, Class III up to 13' of cover,

Class IV for 13' to 21' of cover, Class V for 21' to 32' of cover, and Special Design for cover greater than 32 feet.

NATURAL GAS SERVICE LATERALS (QUESTAR) 1. PLASTIC PIPING MATERIAL: Plastic polyethylene pipe materials and compression couplings must be approved for natural gas applications and must be installed underground. All plastic pipe and fittings must conform to ASTM D2513 ( 60 psi and above high density pipe approved 3408).

2. Plastic pipe must be joined by individuals qualified in the heat fusion method of connecting pipe and fittings or approved mechanical fittings. A minimum number 18 insulated yellow copper tracer wire shall be installed with underground nonmetallic gas piping and shall

- terminate above grade at each end. Tracer wire shall not come in contact with plastic piping.
- 3. Risers and prefabricated risers inserted with plastic pipe shall conform to ASTM D2513, shall be metallic, have a space of 10 inches from the bottom of the service valve and grade, and shall be wrapped or coated to a point at least 6 inches above grade or protected in an approved manner. When a riser connects underground to plastic pipe, the underground horizontal metallic portion of the riser shall extend at least 12 inches before connecting to
- the plastic pipe by means of an approved transition fitting, adapter or heat fusion. 4. Plastic pipe used underground for customer fuel lines must be approved polyethylene material and be buried a minimum of 12 inches. It shall not be used inside buildings or above
- ground. PVC (Polyvinyl Chloride) is not approved for piping systems in Questar Gas's service area. Individual gas lines (metallic or plastic) to single outside appliance (outside lights, grilles, etc.) shall be installed a minimum of 8 inches below grade, provided such installation is approved and installed in locations not susceptible to physical damage.

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ALL CONSTRUCTION TO CONFORM TO CITY STANDARDS AND SPECIFICATIONS IN RIGHT OF WAY

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS



Utility Plan





FRONT ELEVATION



### BACK ELEVATION





WASATCH DERMATOLOGY OFFICE BUILDING - VE REVISIONS

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### 6 Crosswinds Subdivision Preliminary

### **RIGHT SIDE ELEVATION**

### LEFT SIDE ELEVATION

21 NOVEMBER 2022





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21 NOVEMBER 2022





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21 NOVEMBER 2022

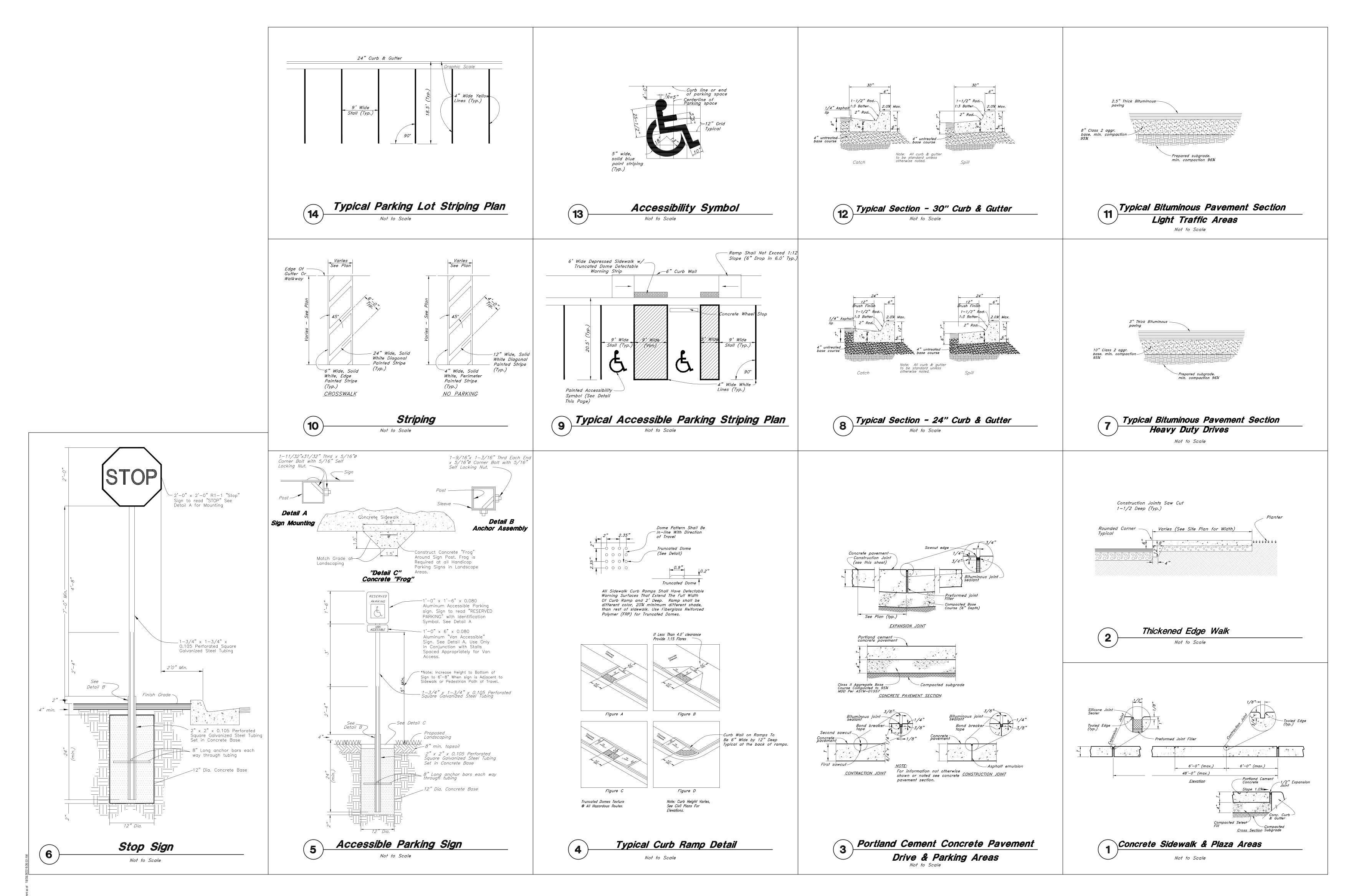




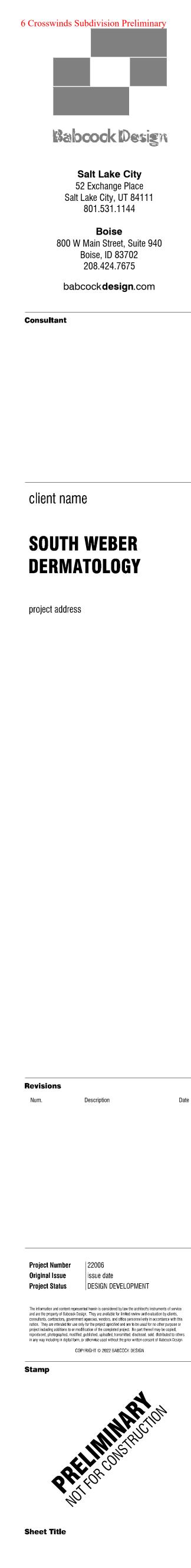
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### 6 Crosswinds Subdivision Preliminary



W:\05N253 Crosswindstawg\05N253'S3:dwg,1119/2023'4:04:22PM, drew, 1:1



Details



				LUMINAIRE S	CHEDULE					
_	LUMINAIRE NUMBER	LUMINAIRE MANUFACTURER	LUMINAIRE CATALOG #	DESCRIPTION	LAMPS	ССТ	VOLTS	LUM WATTS	NAIRE	IMAGE
_	CHD	BETA CALCO	95 5450/5350/5450/5330/5420/5320 -T35-D1-S1-SCBA-PR0-AP00- (Mod Arrange in tumble per image)	SIX RINGS 8', 7', 6', 5', 4', 3' DIRECT / INDIRECT FINISH BY INTERIOR DESIGNER	LED	3500	277	250	PENDANT	
_	CS4	DAYBRITE	FSS440L835-UNV-DIM	48" STRIP LIGHT FROSTED ACRYLIC DIFFUSER	4,000 LUMEN LED	400	277	31	SURFACE/CHAIN	
	DEL	LIGHTOLIER	C6L-15-8-35-W-Z10-U (HOUSING) C6-R-DL-CD-F (TRIM)	6" APERTURE DOWN LIGHT WIDE BEAM DISTRIBUTION 0-10V DIMING (1%-100%) COMFORT CLEAR DIFFUSE REFECTOR WHITE FLANGE	1,500 LUMEN LED	3500	277	15	RECESSED	
	DLC	LIGHTOLIER	C6L-15-8-35-W-Z10-U (HOUSING) C6-R-DL-CD-F (TRIM)	6" APERTURE DOWN LIGHT WIDE BEAM DISTRIBUTION 0-10V DIMING (1%-100%) COMFORT CLEAR DIFFUSE REFECTOR WHITE FLANGE	1,500 LUMEN LED	3500	277	15	RECESSED	
-	DLD	LIGHTOLIER	C6L-15-8-35-W-Z10-U (HOUSING) C6-R-DL-CD-F (TRIM)	6" APERTURE DOWN LIGHT WIDE BEAM DISTRIBUTION 0-10V DIMING (1%-100%) COMFORT CLEAR DIFFUSE REFECTOR WHITE FLANGE	1,500 LUMEN LED	3500	277	15	RECESSED	
-	DLH	LIGHTOLIER	C6L-15-8-35-W-Z10-U (HOUSING) C6-R-DL-CD-F (TRIM)	6" APERTURE DOWN LIGHT WIDE BEAM DISTRIBUTION 0-10V DIMING (1%-100%) COMFORT CLEAR DIFFUSE REFECTOR WHITE FLANGE	1,500 LUMEN LED	3500	277	15	RECESSED	
-	DLHE	LIGHTOLIER	C6L-15-8-35-W-Z10-U (HOUSING) C6-R-DL-CD-F (TRIM)	6" APERTURE DOWN LIGHT WIDE BEAM DISTRIBUTION 0-10V DIMING (1%-100%) COMFORT CLEAR DIFFUSE REFECTOR WHITE FLANGE	1,500 LUMEN LED	3500	277	15	RECESSED	
-	DLS	HE WILLIAMS	4AR-L10-835-DIM-UNV-OW-OF-CS_0 DEGREE TILT WET /CC	4.5" APERTURE DOWN LIGHT ADJUSTABLE AIM WIDE 30 DEGREE DISTRIBUTION 1/2" STANDARD FLANGE CLEAR SEMI-SPECULAR REFLECTOR BLACK TRIM WET LOCATION RATED	1,000 LUMEN LED	3500	277	12	RECESSED IN SOFFIT	L10 - L20: 5-3/8" L30 - L40: 6-15/16" 
	DLS85	HE WILLIAMS	4AR-L10-835-DIM-UNV-OW-OF-CS_0 DEGREE TILT WET /CC	4.5" APERTURE DOWN LIGHT ADJUSTABLE AIM WIDE 30 DEGREE DISTRIBUTION 1/2" STANDARD FLANGE CLEAR SEMI-SPECULAR REFLECTOR BLACK TRIM WET LOCATION RATED	1,000 LUMEN LED	3500	277	12	RECESSED IN SOFFIT	L10 - L20: 5-3/8" L30 - L40: 6-15/16" U12" min 7/8" max
	DLST	LIGHTOLIER	C6L-48-8-35-N-Z10-U (HOUSING) C6-R-DL-CD-F (TRIM)	6" APERTURE DOWN LIGHT NARROW BEAM DISTRIBUTION 0-10V DIMING (1%-100%) COMFORT CLEAR DIFFUSE REFECTOR WHITE FLANGE	4,800 LUMEN LED	3500	277	51	RECESSED	
	DLSTE	LIGHTOLIER	C6L-48-8-35-N-Z10-U (HOUSING) C6-R-DL-CD-F (TRIM)	6" APERTURE DOWN LIGHT NARROW BEAM DISTRIBUTION 0-10V DIMING (1%-100%) COMFORT CLEAR DIFFUSE REFECTOR WHITE FLANGE	4,800 LUMEN LED	3500	277	51	RECESSED	
-	EL4	DAYBRITE	V3W443L835-UNV-DIM	48" VAPORTIGHT PRISMATIC ACRYLIC LENS	4,000 LUMEN LED	4000	120	29	SURFACE / WALL	
-	GD5H	DAYBRITE	2CAXG38B835-2-DS-UNV-DIM	2" x 2" DIRECT / INDIRECT DIFFUSE SMOOTH CENTER DIFFUSER 0-10V DIMING (5%-100%)	3,800 LUEN LED	3500	277	34	RECESED	RS diffuse round smooth
-	GD5HE	DAYBRITE	2CAXG38B835-2-DS-UNV-DIM	2" x 2" DIRECT / INDIRECT DIFFUSE SMOOTH CENTER DIFFUSER 0-10V DIMING (5%-100%)	3,800 LUEN LED	3500	277	34	RECESED	RS diffuse round smooth
	PDL	BETA CALCO	953310-D35-D1-S1-SCBA	48" & 72" RING DIRECT INDIRECT LIGHT DIST. FINISH BY ARCHITECT	22,504 LUMEN LED	3500	277	105	PENDANT	
2	PD12	BETA CALCO	Acxx-J3-K3-U2-D1-F27-L3-W0	12 FOOT LINEAR LUMINAIRE DIRECT/INDIRECT DISTRIBUTION OPAL UPLIGHT DIFFUSER 0-10V (1%-100% DIMMING FINISH SELECTED BY ARCHITECT	6,858 LUMENS DIRECT 9,828 LUMENS INDIRECT	3500	277	200	PENDANT	
-	SMR	NORA	NELOCAC-6RP935W	6" DIAMETER x 1.5" DEEP PUCK WHITE FINISH	700 LUMEN LED	3500	277	12	SURFACE	
-	SMS	NORA	NELOCAC-6RP935W	6" DIAMETER x 1.5" DEEP PUCK WHITE FINISH	700 LUMEN LED	3500	277	12	SURFACE	
<u>_1</u>	VN	SUNPARK ELECTRONICS	V6636D-MCT-62	36" WIDE x 4.3" HIGH x 3.7" EXTENSION WALL SCONCE FINISH BY ARCHITECT	1900 LUMEN LED	3500	277	22	SURFACE / WALL	
	WSD	BETA CALCO	RARD1W01-BA75-CR80-CTA35-V1-DA06-XXXX	2.5" WIDE x 7" HIGH x 5.2" EXTENSION WALL SCONCE DOWNLIGHT ONLY 75 DEGREE BEAM ANGLE 0-10V DIMING (10%-100%) FINISH BY ARCHITECT	482 LUMEN LED	3500	277	7	SURFACE / WALL	
	WSUDT	BETA CALCO	RARD2W01-BA03-BA03-CR80-CTA35-V1-DA06-XXXX	2.5" WIDE x 7" HIGH x 5.2" EXTENSION WALL SCONCE UP/DOWN DISTRIBUTION 3 DEGREE BEAM ANGLE UP/DN 0-10V DIMING (10%-100%) FINISH BY ARCHITECT	120 LUMEN LED	3500	277	6	SURFACE / WALL	
	WSUDW	BETA CALCO	RARD2W01-BA75-BA75-CR80-CTA35-V1-DA06-XXXX	2.5" WIDE x 7" HIGH x 5.2" EXTENSION WALL SCONCE UP/DOWN DISTRIBUTION 75 DEGREE BEAM ANGLE UP/DN 0-10V DIMING (10%-100%) FINISH BY ARCHITECT	964 LUMEN LED	3500	277	14	SURFACE / WALL	
	X1	Emergensee Lighting Products	SEEX-2-R-W	THERMOPLATIC LED EXIT SIGN WHITE BODY WITH RED LETTERS SINGLE OR DOUBLE FACE AC ONLY (NO BATTERY)	LED	N/A	120	5	UNIVERSAL	EL

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P-1	
EWH-1	
CUH-1	(
DOAS-1	
RCU-1A	
RCU-1B	
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RCU-3B	
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NUMBER	MANUFACTURER	CATALOG
A12	MCGRAW EDISON	GLEON-SA6B-7
A14	MCGRAW EDISON	GLEON-SA6B-75

### EQUIPMENT SCHEDULE

		EL	ECTRICAL				REFERENC	E NOTES		00	PD	
EQUIPMENT DESCRIPTION	LOAD	LOAD UNITS	NOLTS	PHASE	FULLLOAD AMPS (FLA)	DISCONNECTING MEANS	DISCONNECT RATING (AMPS)	STARTER SIZE	ENCLOSURE TYPE	FUSE SIZE (AMPS)	BREAKER SIZE (AMPS)	REMARKS
ELECRIC WATER COOLER	16	FLA	120	1	16.0	12					20	GFCI BREAKER
 ELECTRIC UNIT HEATER	5	KW	480	3	6.0	2A	30		17	10	15	
 HOT WATER RECIRC. PUMP	1/6	HP	120	1	4.4	5A		1 HP	17	6.25	15	
ELECTRIC WATER HEATER	6	KW	208	1	29.0	13A					35	PROVIDE 50 AMP 2-POLE TWIST LOCK RECEPTACLE AND POWER CORD
CABINET UNIT HEATER	5	KW	480	3	7.8	12					15	
 DEDICATED OUTSIDE AIR UNIT	25	MCA	480	3	25.0	10B, 2B					30	
 REMOTE CONDENSING UNIT (HEAT RECOVERY) (28 TONS)	31.1	MCA	480	3	31.1	2A			18	40	40	
REMOTE CONDENSING UNIT (HEAT RECOVERY) (28 TONS)	31.1	MCA	480	3	31.1	2A			18	40	40	
REMOTE CONDENSING UNIT (HEAT RECOVERY) (28 TONS)	31.1	MCA	480	3	31.1	2A			18	40	40	
REMOTE CONDENSING UNIT (HEAT RECOVERY) (28 TONS)	31.1	MCA	480	3	31.1	2A			18	40	40	
 BC CONTROLLER	.6	MCA	208	1	0.6	12					15	
 BC CONTROLLER	.6	MCA	208	1	0.6	12					15	-
 BC CONTROLLER	.6	MCA	208	1	0.6	12					15	
BC CONTROLLER	.6	MCA	208	1	0.6	12					15	
VRF AIR CONDITIONING UNIT	2.8	MCA	208	1	2.8	19A					15	
VRF AIR CONDITIONING UNIT	.6	MCA	208	1	.6	19A					15	
	1.5	MCA	208	1	1.5	19A					15	
	.4	MCA	208	1	.4	19A					15	
VRF AIR CONDITIONING UNIT VRF AIR CONDITIONING UNIT	2.8	MCA MCA	208 208	1	2.8	19A 19A					15 15	
	.6	IVICA	ZUŎ		.6	IBA					15	
ELEVATOR (OTIS TRACKSION)	15	HP	480	3	21.0	2A	100		17	40	50	POWER MODULE SWITCH

REFERENCE NOTES:

MANUAL STARTER

MAGNETIC STARTER/FUSED DISCONNECT COMBINATION

MAGNETIC STARTER/MOTOR CIRCUIT PROTECTOR COMBINATION

VARIABLE SPEED DRIVE REDUCED VOLTAGE STARTER

DIRECT CONNECTION RECEPTACLE/SPECIAL PURPOSE OUTLET ETC.

TWO-SPEED STARTER, COORDINATE WITH MOTOR TYPE

MAXIMUM CIRCUIT AMPS (MCA) FULL LOAD CURRENT

PROVIDE WITH NEMA 1 ENCLOSURE

PROVIDE WITH NEMA 3R ENCLOSURE 2-POLE TOGGLE SWITCH

GENERAL NOTES: VERIFY ALL EQUIPMENT LOCATIONS AND CONNECTION REQUIREMENTS (i.e. VOLTAGE, PHASE, FLA, ETC.) WITH MECHANICAL DRAWINGS/SUBMITTALS PRIOR TO STARTING ROUGH IN. ALL FUSES SHALL BE DUAL ELEMENT, TIME DELAY. FINAL BREAKER/FUSE & DISCONNECT SIZE SHALL BE DETERMINED BY

MANUFACTURER'S RECOMMENDATION FOR ACTUAL EQUIPMENT INSTALLED. ALL INSULATION ON CONDUCTORS TO BE THHN UNLESS NOTED OTHERWISE. INSULATION ON ALL UNDERGROUND EXTERIOR

CONDUCTORS SHALL BE THHW.

SCHEDULE: LIGHTING CONTROL PANEL LCP POWER SUPPLY CIRCUIT: NAME: LH-31 MOUNTING: SURFACE NUMBER OF RELAYS: 16 ENCLOSURE: NEMA 1 LOCATION: RELAY SUPPLY CONTROL LV SWITCH AREA SERVED REMARKS CIRCUIT CODE NUMBER AMP POLE 
 NUMBER
 AMP
 POLE

 1
 20
 1

 2
 20
 1

 3
 20
 1

 4
 20
 1

 5
 20
 1

 6
 20
 1

 7
 20
 1

 9
 20
 1

 10
 20
 1

 11
 20
 1

 12
 20
 1

 13
 20
 1

 14
 20
 1

 15
 20
 1
 HH-4 EXTERIOR LIGHTS A2 HH-2 AD3 INTERIOR HALLWAY LIGHTS Х HH-11 INTERIOR TALL WALL AD3 HH-12 SITE POLE LIGHTS A2 SPARE 
 15
 20
 1

 16
 20
 1
 SPARE SPARE AUTO ON / AUTO OFF PROGRAM CODE: HOURS OF OPERATION 1 А DUSK TO DAWN MANUAL ON / AUTO OFF 2 В ASTRONOMIC TIMECLOCK (C) CUSTOM TIMES 3 (D) DIMMING RELAY OFF AFTER X MINUTES 4 PHOTOCELL (E) 5 OFF AT DUSK

GENERAL NOTES:

A. SEE PLAN(S) FOR LOCATION(S) OF LOW VOLTAGE SWITCH(ES).

B. RELAY TO CONTROL COIL OF 2-POLE CONTACTOR, FACTORY MOUNTED ON CABINET INTERIOR.

C. ELECTRICAL CONTRACTOR TO PROVIDE SPACE IN THIS PANEL FOR FUTURE EXPANSION.

D. INSTALL VOLTAGE BARRIERS AS REQUIRED BY LOCAL AHJ OR TO SEPARATE NORMAL AND EMERGENCY POWER CIRCUITS. E. CONFIRM PROGRAMMING WITH OWNER PRIOR TO COMMISSIONING THE LIGHTING CONTROL SYSTEM.

SITE LUMINAIRE SCHEDULE LUMINAIRE LAMPS POLE IMAGE )G # DESCRIPTION VOLTS #/POLE WATTS MOUNTING TYPE MANUFACTURER HEIGHT DESCRIPTION SINGLE HEAD AREA LIGHT 45,541 IES TYPE II LUMEN STEEL SQUARE TAPERED POLE MCGRAW EDISON 27'-6" DISTRIBUTION 277 1 250 POLE LED 8-750-U-SL2 COLOR SELECTED BY 4000K ARCHITECT SINGLE HEAD AREA LIGHT IES TYPE IV DISTRIBUTION 46,082 LUMEN LED MCGRAW EDISON STEEL SQUARE TAPERED POLE POLE 27'-6" 277 1 250 3-750-U-T4W COLOR SELECTED BY 4000K ARCHITECT





6 OFF AT CUSTOM TIME

A. FURNISHED, INSTALLED AND FINAL CONNECTION BY THE ELECTRICAL CONTRACTOR. B. FURNISHED AND INSTALLED UNDER ANOTHER DIVISION,

FINAL CONNECTION BY THE ELECTRICAL CONTRACTOR. C. FURNISHED UNDER ANOTHER DIVISION, INSTALLED AND

FINAL CONNECTION BY THE ELECTRICAL CONTRACTOR.

D. FURNISHED, INSTALLED AND FINAL CONNECTION UNDER ANOTHER DIVISION.

NON-FUSED DISCONNECT SWITCH FUSED DISCONNECT SWITCH BREAKER IN ENCLOSURE FUSED DISCONNECT SWITCH WITH SHUNT TRIP MANUAL STARTER WITH THERMAL OVERLOAD MAGNETIC STARTER/NON-FUSED DISCONNECT COMBINATION



MOI ENC	PLY FRO UNTINO LOSURI IARKS	5:	'L1' Recessed Type 1	VOLTS: 120/ PHASE: 3 WIRES: 4	'208 Wye		MAII	:. RATING: NS TYPE: NS RATING	10,000 BREAH		
СКТ 1 3	<b>Rating</b> 20 A 20 A	Poles 1	Circuit Description SPARE SPARE	Wire Size	Load	True	0 VA	<b>A</b> 0 VA	0 VA	B 0 VA	
5 7	20 A 20 A 20 A	1 1 1	SPARE SPARE				0 VA	0 VA			0 VA
9 11	20 A 20 A	1	SPARE SPARE						0 VA	0 VA	0 VA
13 15	20 A 20 A 20 A	1	SPARE SPARE				0 VA	0 VA	0 VA	0 VA	
10 17 19	20 A 20 A 20 A	1 1 1	SPARE SPARE				0 VA	0 VA			0 VA
21 23	20 A 20 A 20 A	1 1 1	SPARE SPARE						0 VA	0 VA	0 VA
23 25 27	20 A 20 A 20 A	1 1 1	SPARE SPARE SPARE				0 VA	0 VA	0 VA	0 VA	
29	20 A	1	SPARE				0.1/4	0.1/4			0 VA
31 33	20 A 20 A	1	SPARE SPARE				0 VA	0 VA	0 VA	0 VA	0.144
35 37	20 A 20 A	1	SPARE SPARE				0 VA	0 VA	0.1/4		0 VA
39 41	20 A 20 A	1 1	SPARE SPARE						0 VA	0 VA	0 VA
GEN	ERAL NO	TES.			Total Load Total Amps			VA A		VA A	
	l Classifi		AD CALCULATED AS PER SECTION 2	220 OF THE NATIONA		AL CODE.	pad		emand Fact	or	E
MOI ENC	PLY FRO UNTINO LOSURI IARKS	5:	'MDP' Recessed Type 1	VOLTS: 480/ PHASE: 3 WIRES: 4	/277 Wye		MAI	C. RATING: NS TYPE: NS RATING	65,000 LUGS		
	Rating		Circuit Description	Wire Size	Load	<b>True</b>		<b>A</b> 8608 VA		B	
1 3	40 A 	3 	RCU-1A 	3-#8, 1-#8, 	Power 	25824 W	8608 VA	8008 VA	8608 VA	8608 VA	0000.14
5 7	 40 A	 3	 SPARE				0 VA	0 VA			8608 VA
9 11									0 VA	0 VA	0 VA
13 15	20 A 20 A	1 1	SPARE SPARE				0 VA	0 VA	0 VA	0 VA	-
17 19	20 A 20 A	1 1	SPARE SPARE				0 VA	0 VA			0 VA
21 23	20 A 20 A	1 1	SPARE SPARE						0 VA	0 VA	0 VA
25 27	20 A 20 A	1 1	SPARE SPARE				0 VA	0 VA	0 VA	0 VA	
29	20 A	1	SPARE		 Total Load	 l:	172	16 VA	1721	6 VA	0 VA 17
					Total Amps			2 A		2 A	
2. RE	ECEPTAC I Classifi	CLE LO	ON CONDUCTORS TO BE THHN UNL AD CALCULATED AS PER SECTION 2					1	emand Fact		E
MOI ENC	S: PLY FRO UNTINO LOSURI IARKS	5:	'MDP' Recessed Type 1	VOLTS: 480/ PHASE: 3 WIRES: 4	277 Wye		MAII	:. RATING: NS TYPE: NS RATING	65,000 LUGS		
<b>СКТ</b> 1	Rating 40 A	Poles 3	Circuit Description RCU-2A	<b>Wire Size</b> 3-#8, 1-#8,	Load Power	<b>True</b> 25824 W		<b>A</b> 8608 VA		B	
3 5							-	-	8608 VA	8608 VA	8608 VA
7 9	40 A 	3	SPARE				0 VA	0 VA	0 VA	0 VA	
11 13	 20 A	 1	 SPARE				0 VA	0 VA			0 VA
15 17	20 A 20 A	1 1	SPARE SPARE						0 VA	0 VA	0 VA
19 21	20 A 20 A	1 1	SPARE SPARE				0 VA	0 VA	0 VA	0 VA	
23 25	20 A 20 A	1 1	SPARE SPARE				0 VA	0 VA			0 VA
27 29	20 A 20 A	1 1	SPARE SPARE						0 VA	0 VA	0 VA
		I			Total Load Total Amps	J:		16 VA 2 A		6 VA 2 A	17
1. AL		ATION	ON CONDUCTORS TO BE THHN UNL		VISE. INSUL	ATION ON A					E THHW.
	ECEPTA(		AD CALCULATED AS PER SECTION 2	220 OF THE NATIONA		AL CODE.	ad	D	emand Fact	or	E
Powe						51648 VA			100.00%		
Note	5.										

Original drawing is 30" x 42" Autodesk Docs://22006 South Weber Derm Office/South Weber Dermatology ELEC v22 Live.rvt

(	2	True	Load	Wire Size	Circuit Description	Poles	Rating	скт
					SPARE	1	20 A	2
					SPARE	1	20 A	4
/A	0 VA				SPARE	1	20 A	6
					SPARE	1	20 A	8
					SPARE	1	20 A	10
/A	0 VA				SPARE	1	20 A	12
					SPARE	1	20 A	14
					SPARE	1	20 A	16
/A	0 VA				SPARE	1	20 A	18
					SPARE	1	20 A	20
					SPARE	1	20 A	22
/A	0 VA				SPARE	1	20 A	24
					SPARE	1	20 A	26
					SPARE	1	20 A	28
/A	0 VA				SPARE	1	20 A	30
					SPARE	1	20 A	32
					SPARE	1	20 A	34
/A	0 VA				SPARE	1	20 A	36
					SPARE	1	20 A	38
					SPARE	1	20 A	40
/A	0 VA				SPARE	1	20 A	42

## 0 VA 0 A **KEYED NOTES:** 1. LOCK - ON BREAKER. 2. PROVIDE ARC FAULT (AFCI) BREAKER

2. PROVIDE AI	2. PROVIDE ARC FAULT (AFCI) BREAKER								
Estimated Demand	Panel	Totals							
	Total Conn. Load:	0 VA							
	Total Est. Demand:	0 VA							
	Total Conn. Current:	0 A							
	Total Est. Demand Current:	0 A							

C	;	True	Load	Wire Size	<b>Circuit Description</b>	Poles	Rating	СКТ
		25824 W	Power	3-#8, 1-#8,	RCU-1B	3	40 A	2
								4
B VA	8608 VA							6
					SPARE	3	40 A	8
								10
VA	0 VA							12
		0 W 0	Spare	3-#4/0, 1-#4/0	'T1'	3	225 A	14
								16
VA	0 VA							18
					SPARE	1	20 A	20
					SPARE	1	20 A	22
VA	0 VA				SPARE	1	20 A	24
					SPARE	1	20 A	26
					SPARE	1	20 A	28
VA	0 VA				SPARE	1	20 A	30

17216 VA 62 A KEYED NOTES: 1. LOCK - ON BREAKER. 2. PROVIDE ARC FAULT (AFCI) BREAKER

2. PROVIDE ARC FAULT (AFCI) BREAKER								
Estimated Demand	Panel	Panel Totals						
51648 VA								
	Total Conn. Load:	51648 VA						
	Total Est. Demand:	51648 VA						
	Total Conn. Current:	62 A						
	Total Est. Demand Current:	62 A						

C	;	True	Load	Wire Size	Circuit Description	Poles	Rating	СКТ
		25824 W	Power	3-#8, 1-#8,	RCU-2B	3	40 A	2
								4
S VA	8608 VA							6
					SPARE	3	40 A	8
								10
/A	0 VA							12
					SPARE	1	20 A	14
					SPARE	1	20 A	16
/Α	0 VA				SPARE	1	20 A	18
					SPARE	1	20 A	20
					SPARE	1	20 A	22
/A	0 VA				SPARE	1	20 A	24
					SPARE	1	20 A	26
					SPARE	1	20 A	28
/A	0 VA				SPARE	1	20 A	30
1721	6 VA							

17216 VA 62 A **KEYED NOTES:** 

## 1. LOCK - ON BREAKER. 2. PROVIDE ARC FAULT (AFCI) BREAKER

2. PROVIDE ARC FAULT (AFCI) BREAKER											
Estimated Demand	Panel	Totals									
51648 VA											
	Total Conn. Load:	51648 VA									
	Total Est. Demand:	51648 VA									
	Total Conn. Current:	62 A									
	Total Est. Demand Current:	62 A									

'FIFI'																			
UPF	LY FRO	DM:	'MDP'	VOLTS: 480/2	277 Wye		A.I.C	. RATING:	65,000										
	INTING		Recessed	PHASE: 3	,			IS TYPE:	LUGS (	ONLY									
	LOSURI		Туре 1	WIRES: 4			MAIN	IS RATING:	125 A										
	ARKS																		
кт	Rating	Poles	Circuit Description	Wire Size	Load	True		4	E	3	C	;	True	Load	Wire Size Ci	rcuit Description	Poles	Rating	ск
1	20 A	1	CONF. ROOM 105 LIGHTS	1-#12, 1-#12,	Lighting;	304 W	320 VA	1678 VA					1553 W	Lighting	1-#12, 1-#12, EX	ERIOR SCONCES	1	20 A	2
3	15 A	3	UH-1	3-#14, 1-#14,	Power	5001 W			1667 VA	1557 VA			1538 W	Other;	1-#12, 1-#12, LEVEL 1	& 2 HALLWAY LIGHTS	1	20 A	4
5											1667 VA	1667 VA	5000 W	Equipment	3-#14, 1-#14,	CUH-1	3	15 A	6
7							1667 VA	1667 VA											8
)	70 A	3	ELEVATOR ELV-1	3-#4, 1-#4, 1-#8	Power	17436 W			5812 VA	1667 VA									1(
1											5812 VA	1743 VA	1743 W	Lighting	1-#12, 1-#12, SI	TE POLE LIGHTS	1	20 A	12
;							5812 VA	6920 VA					20760 W	Power	3-#10, 1-#10,	DOAS-1	3	30 A	14
5	20 A	1	INTERIOR TALL WALL LIGHT	1-#12, 1-#12,	Lighting	7 W			7 VA	6920 VA									10
7	20 A	1	UTILITY ROOM LIGHTS	1-#12, 1-#12,	Other;	528 W					533 VA	6920 VA							18
)	50 A	3	XFMR 'TH'	3-#6, 1-#6,	Other; Motor	20416 W	7918 VA	0 VA								SPARE	1	20 A	20
									6814 VA	0 VA						SPARE	1	20 A	22
3											5687 VA	0 VA				SPARE	1	20 A	24
5	20 A	1	SPARE				0 VA	0 VA								SPARE	1	20 A	26
7	20 A	1	SPARE						0 VA	0 VA						SPARE	1	20 A	28
9	20 A	1	SPARE								0 VA	0 VA				SPARE	1	20 A	30
					Total Load:			55 VA	2442		2402	4 VA							
					Total Amps:		94	I A	88	A	87								
ALI RE	CEPTAC	ATION C	IN CONDUCTORS TO BE THHN UNLES D CALCULATED AS PER SECTION 22		L ELECTRICAL	CODE.		1			I	1. LOCK - 2.	PROVIDE	KER.	FCI) BREAKER				
ad	Classifi	cation				nected Lo	ad	De	mand Fact	or	Esti	mated Dem	and		Pai	nel Totals			
ghti						6113 VA			125.00%			7641 VA							
otor						1726 VA			100.00%			1726 VA			Total Conn. Loa				
her						1270 VA			100.00%			1270 VA			Total Est. Demar				
we						43197 VA			100.00%			43197 VA			Total Conn. Curre				
	otacle					15360 VA			82.55%			12680 VA			Total Est. Demand Curre	1t: 88 A			
ghti	ng - Dwe	elling Uni	t			64 VA			100.00%			64 VA							
lotes	5:						<u> </u>			<u> </u>									

	٬LH																		
SUPE	LY FRC	DM:	'TH'	<b>VOLTS:</b> 120/	208 Wye		A.I.C	. RATING:	10,000										
мот	INTING	r <b>:</b>	Recessed	PHASE: 3	2		MAIN	NS TYPE:	BREAK	KER									
ENC	LOSURE	:	Type 1	WIRES: 4			MAI	NS RATING:	100 A										
REM	ARKS																		
СКТ	Rating	Poles	Circuit Description	Wire Size	Load	True		A	1	В	C	;	True	Load	Wire Size	Circuit Description	Poles	Rating	ј СКТ
1	20 A	1	UTILITY ROOM RECEPTACLES	1-#12, 1-#12,	Receptacle	720 W	720 VA	360 VA					360 W	Receptacle	1-#12, 1-#12,	LEVEL 1 CLOSET RECEPTACLES	1	20 A	2
3	20 A	1	LEVEL 1 T.T.B. RECEPTACLES	1-#12, 1-#12,	Receptacle	360 W			360 VA	900 VA			900 W	Receptacle	1-#12, 1-#12,	EXTERIOR RECEPTACLES	1	20 A	4
5	20 A	1	HALLWAY 107 RECEPTACLES	1-#12, 1-#12,	Receptacle	1080 W					1080 VA	900 VA	900 W	Receptacle	1-#12, 1-#12,	HALLWAY 101 RECEPTACLES	1	20 A	6
7	20 A	1	MAIN ENTRY DOOR POWER	1-#12, 1-#12,	Equipment	1000 W	1000 VA	180 VA					180 W	Receptacle	1-#12, 1-#12,	LEVEL 1 EWC	1	20 A	8
9	20 A	1	TOILET RECEPTACLES	1-#12, 1-#12,	Receptacle	360 W			360 VA	900 VA			900 W	Other;	1-#12, 1-#12,	CONF. ROOM 105 RECEPTACLES	1	20 A	10
11	20 A	1	CONF. ROOM 105 RECEPTACLES	1-#12, 1-#12,	Other;	720 W					720 VA	1080 VA	1080 W	Receptacle	1-#12, 1-#12,	LEVEL 2 HALLWAY RECEPTACLES	1	20 A	
13	20 A	1	LEVEL 2 CLOSET RECEPTACLES	1-#12, 1-#12,	Receptacle	360 W	360 VA	360 VA					360 W	Receptacle	1-#12, 1-#12,	LEVEL 2 T.T.B. RECEPTACLES	1	20 A	
15	20 A	1	LOBBY 201 RECEPTACLES	1-#12, 1-#12,	Receptacle	540 W			540 VA	180 VA			180 W	Receptacle	1-#12, 1-#12,	LEVEL 2 EWC	1	20 A	
17	20 A	1	LEVEL 2 TOILET RECEPTACLES	1-#12, 1-#12,	Receptacle	360 W					360 VA	180 VA	180 W	Receptacle	1-#12, 1-#12,	ROOFTOP RECEPTACLE	1	20 A	
19	20 A	2	AC-1.4	2-#12, 1-#12,	Motor	0 W	0 VA	400 VA					400 W	Equipment	1-#12, 1-#12,	FIRE SMOKE DAMPERS	1	20 A	
21									0 VA	144 VA			288 W	Equipment	2-#12, 1-#12,	BS1.1 & BS1.2	2	20 A	
23	20 A	2	LEVEL 1 VRF A/C UNITS	2-#12, 1-#12,	Motor	1019 W					510 VA	144 VA							24
25							510 VA	3000 VA					6000 W	Receptacle	2-#8, 1-#8,	EWH-1	2	35 A	26
27	20 A	2	LEVEL 2 VRF A/C UNITS	2-#12, 1-#12,	Motor	707 W			354 VA	3000 VA									28
29											354 VA	360 VA	1462 W	Receptacle;	3-#6, 1-#6,	PANEL 'EL'	3	50 A	
31	20 A	1	LIGHTING CONTROL PANEL 'LCP'				0 VA	1044 VA											32
33	20 A	1	SPARE						0 VA	80 VA									34
35	20 A	1	SPARE								0 VA	0 VA				SPARE	1	20 A	
37	20 A	1	SPARE				0 VA	0 VA								SPARE	1	20 A	
39	20 A	1	SPARE						0 VA	0 VA						SPARE	1	20 A	
41	20 A	1	SPARE								0 VA	0 VA				SPARE	1	20 A	42
	Total Load:         7918 VA         6814 VA         5687 VA																		
	Total Amps:     67 A     58 A     47 A       ENERAL NOTES:     KEYED NOTES:																		
-	-	-	ON CONDUCTORS TO BE THHN UNLESS									1. LOCK -							
									NDUCIUR	S SHALL BE	. 1000.				FCI) BREAKER				
	. RECEPTACLE LOAD CALCULATED AS PER SECTION 220 OF THE NATIONAL ELECTRICAL CODE. 2. PROVIDE ARC FAULT (AFCI) BREAKER																		

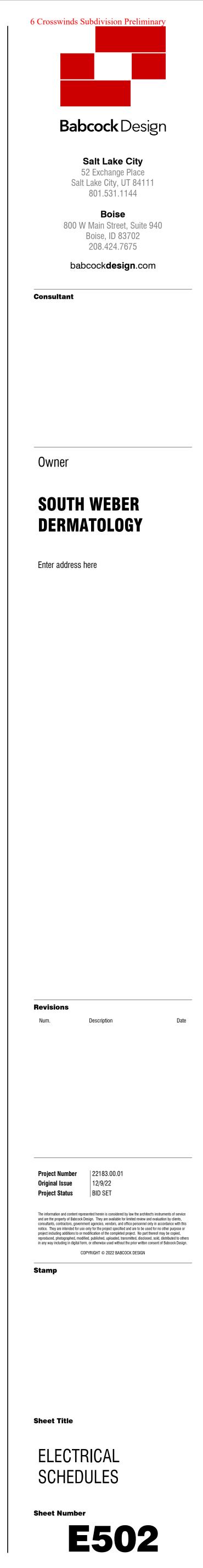
Load Classification Lighting Motor

Other Receptacle

SUPPLY FROM: MOUNTING: ENCLOSURE: REMARKS	'LH' Recessed Type 1	VOLTS: 120/2 PHASE: 3 WIRES: 4	208 Wye		MAI	:. RATING: NS TYPE: NS RATING	10,000 BREAK 50 A											
CKT Rating Poles	Circuit Description	Wire Size	Load	True		Α	1	В	0	;	True	Load	Wire Size	Circu	it Description	Poles	Rating	скт
1 20 A 1	ELEVATOR PIT RECEPTACLE	1-#12, 1-#12,	Receptacle	180 W	180 VA	180 VA					180 W	Receptacle	1-#12, 1-#12,		DP. PIT RECEPTACLE	1	20 A	2
3 20 A 1	EGRESS AND EXIT SIGNS	1-#12, 1-#12,	Lighting	966 W			981 VA	64 VA			61 W	Lighting	1-#12, 1-#12,	ELEVTOR	LANDING LIGHTS	1	20 A	4
5 20 A 1	ELEVATOR PIT LIGHT	1-#12, 1-#12,	Lighting	38 W					40 VA	40 VA	38 W	Lighting	1-#12, 1-#12,	UPPER	ELEV. PIT LIGHT	1	20 A	6
7 20 A 1	SPARE				0 VA	0 VA									SPARE	1	20 A	8
9 20 A 1	SPARE						0 VA	0 VA							SPARE	1	20 A	10
11 20 A 1	SPARE								0 VA	0 VA					SPARE	1	20 A	12
13 20 A 1	SPARE				0 VA	0 VA									SPARE	1	20 A	14
15 20 A 1	SPARE						0 VA	0 VA							SPARE	1	20 A	16
17 20 A 1	SPARE								0 VA	0 VA					SPARE	1	20 A	18
			Total Load:		360	) VA	1044	4 VA	80	VA								
2. RECEPTACLE LOA	ON CONDUCTORS TO BE THHN UNLES						ONDUCTOR			1. LOCK - 2.	PROVIDE	KER.	FCI) BREAKER					
Load Classification			Con	nnected Lo	ad	D	emand Fact	or	Esti	mated Dem	nand			Panel	Fotals			
Lighting				1123 VA			125.00%			1404 VA								
Receptacle				360 VA			100.00%			360 VA				al Conn. Load:				
														I Est. Demand:				
													Conn. Current:					
													Total Est. De	emand Current:	5 A			
lotes:																		

Connected Load	Demand Factor	Estimated Demand	Panel	Totals
1123 VA	125.00%	1404 VA		
1726 VA	100.00%	1726 VA	Total Conn. Load:	20417 VA
540 VA	100.00%	540 VA	Total Est. Demand:	18014 VA
15360 VA	82.55%	12680 VA	Total Conn. Current:	57 A
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Original drawing is 30" x 42" Autodesk Docs://22006 South Weber Derm Office/South Weber Dermatology ELEC v22 Live.rvt

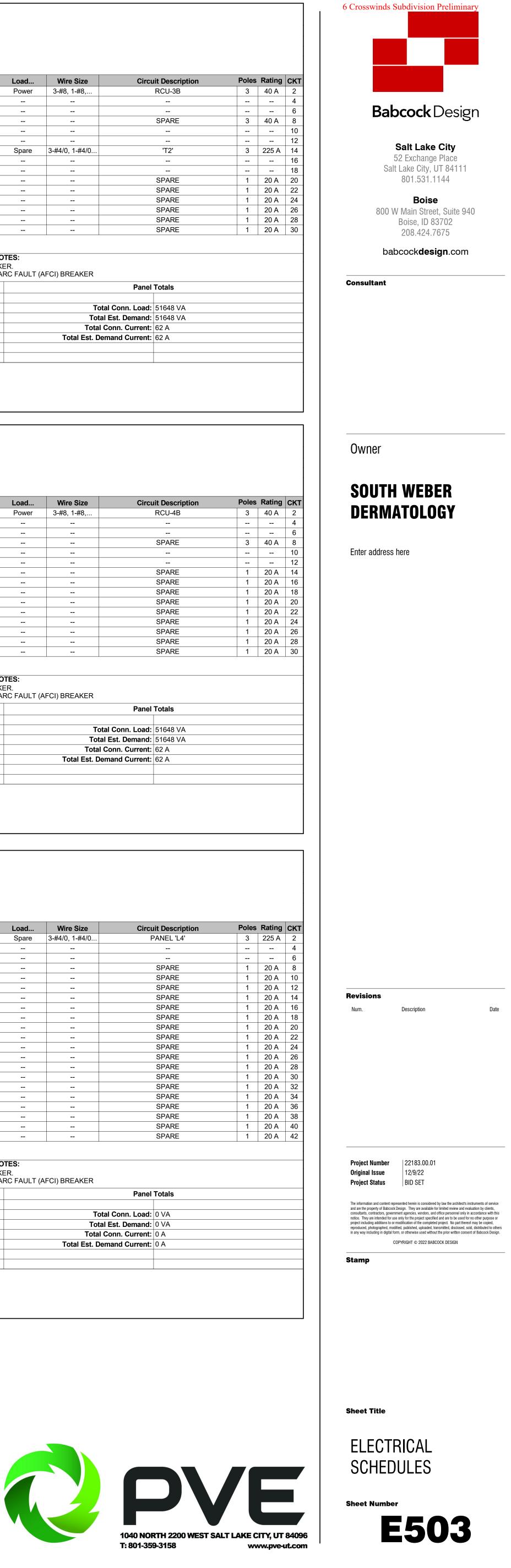
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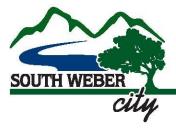
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## PLANNING MEMORANDUM

1600 E. South Weber Drive South Weber, UT 84405

www.southwebercity.com

801-479-3177 FAX 801-479-0066

То:	Planning Commission
From:	Trevor Cahoon, Community Services Director; Brandon Jones, City Engineer
Re:	Public Hearing and Action on: Preliminary Plan, Rezone (from C-O to R-7), &
	Development Agreement for Deer Run Townhomes Parcel# 13-364-0001 2.914 acres
	located at 7897 S 2700 E for applicant: Joseph Cook of Deer Run Investments LLC.

Project Information	
Project Name	Deer Run Townhomes
Site Location	7870 S 2700 E
Tax ID Number	133640001, 133640007
Applicant	Joseph Cook
Owner	Deer Run Investments
Proposed Actions	Preliminary Plan, Rezone, Architectural Review, Site Plan Review & Development Agreement
Current Zoning	C-0
<b>General Plan Land Use Classification</b>	R7
Gross Site	3.175

#### <u>ACTION</u>

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

#### **ITEMS FOR PLANNING COMMISSION REVIEW**

- **Preliminary Plat.** Preliminary 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: Complete. This is a townhome plat with zero lot lines. The development agreement allows for this configuration.
  - 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 will need this updated information for the final plat.
  - *Right-of-Way (ROW) Dedication:* The ROW has been indicated on the drawings. This development is utilizing Private ROWs.
  - *Utility Easements:* The General Utility Easement required for property has been indicated on the plat.
  - Signature Boxes: Signature Boxes will be required for the Final Plat.

- **Site Plan:** The multi-family use requires the submission of a site plan to the Planning Commission for approval.
- Architectural Review: The project requires an architectural site plan review.
- **Improvement Plans:** Developer has submitted improvement plans to be included in the submission.
- **Development Agreement:** Deer Run Investments has an approved Development Agreement and project located at approximately 7870 S 2700 E. This project is currently in the Commercial-Overlay Zone and has an entitled use commonly referred to as "The Lofts".

The developer has since reached out to the City and requested to submit a new project. In a meeting with the City Council they presented an alternative site plan and asked if they can begin the process of a development agreement. City Council Directed the Mayor to convene a development agreement committee and begin the process of negotiations.

The Developer submitted a draft development agreement to the City. The committee met and reviewed the recommendations, and sent their revisions on to the developer. Through the conversations, the main concerns that were expressed by the Committee was the look and feel of the units and the spacing of the buildings.

The City Council has reviewed the draft agreement and has indicated that they are comfortable with the proposal moving forward but limited the requested density to no more than 35 units. The developer has come back with a proposal that meets the density criteria.

This is a new project. Therefore, any previous approvals do not have bearing on this project.

#### FUTURE APPROVALS NEEDED BY PLANNING COMMISSION

• Landscape Plan: A landscape plan was not submitted at this point in the development. We can consider the other items at this time. The full plan will need to be accepted by the Planning Commission prior to recommending Final Approval from the City Council.

#### APPROVALS PREVIOUSLY GRANTED BY PLANNING COMMISSION

N/A

#### **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 current zoning for this project is Commercial-Overlay (C-O). The development agreement illustrates the need for the Applicant to rezone the property to Residential Multi-Family Seven (R-7). They have submitted an application for this rezone in conjunction with the project.

Because the City has initiated the process to remove the R-7 zone and instate new zoning code, city staff have advised the applicant to proceed with the R-7 zoning until a comparable zone is on the books. At which point the development agreement can be amended prior to approval and the rezone request can be amended as well if the zoning code changes.

#### PL-2: PROJECT SIZE

The Project's approximately 3.175 acres. A portion of the project is located to the north of the canal. This area will be used for a storm water basin.

#### PL-3: LOT AREAS

In the development agreement we do not have a minimum lot size.

#### PL-4: LOT WIDTH

Minimum widths on the new R5 code have the minimum townhome width set at 24 feet. This will need to be updated in the Development Agreement to include a minimum lot width section to accommodate the 23 foot width.

#### PL-5: SETBACKS

Setbacks are delimitated through the Development Agreement as follows:

- a. 10 feet minimum from any public street;
- b. 10 feet front setback from any private street;
- c. 10 feet side setback from any private street
- d. 10 feet minimum from any property line; and
- e. 10 feet minimum from any other non-attached structure.

#### PL-6: ACCESS

There are no concerns from City Staff about the access points of this development.

#### PL-7: ROADS

Developer will be constructing a private ROW loop. The specifications utilized in the design meet the City Standards. The development utilizes shared private driveways. This will not be considered a roadway for the project but will be constructed with concrete. From the Development Agreement:

Developer shall be entitled to use Private Roadway Street Section B with only one (1)-6' wide sidewalk adjacent to the right of way, so long as a second sidewalk services the front facade of the residences and connects to a public right of way without having to cross a road. Private alleyways/driveways shall be 32' wide from building to building. All guest parking must have

adjacent connections to the pedestrian rights of way through means of pedestrian walking path or sidewalk.

#### PL-8: LANDSCAPING

Developer has not submitted a landscape plan at this point in the development. At least 15% of the total site shall be thoroughly landscaped and meet the requirements of Title 10 Chapter 15 of South Weber City Code.

#### PL-9: **ARCHITECTURAL REVIEW**

Developer has submitted renderings for a similar project they have completed in North Salt Lake for review.

#### PL-10: FENCING

A six (6) foot tall solid vinyl, masonry, or equivalent fence shall be required between the development and all lower density residential zones and along the Davis Weber Canal. Fencing shall be rated to withstand the proper wind load dictated in South Weber City Standards.

#### PL-11: SITE PLAN

Parking: The developer has included 26 separate and distinct parking spaces for guest parking. This is more than adequate for the development. Each phase also has enough guest parking to cover each phase through development.

#### PL-12: OPEN SPACE

From the Development Agreement: Open space shall be accessible to the residents of the Development and configured in a manner to promote outdoor leisure. The OpenSpace Calculations on the plans need to be updated to reflect the correct open space designations. The development requires 19,000 square feet of open space. The total open space that is within main project area is sufficient for the development.

#### PL-13: **DESIGN STANDARDS**

The development agreement has various design criteria that are listed for the development. Developer has supplied renderings as mentioned previously. The standards reflected in the document are:

a. Exterior Finishes. All structures within the development shall use durable materials on exterior finishes, including brick, stone, Hardie board, architectural metal, or engineered wood on all four (4) of the building's facades. Aluminum or vinyl siding shall not be used as an exterior finish. Exterior finishes shall be substantially similar to Exhibit C.

b. Architectural Variation. The structures within the development shall provide variable articulation in their design. Articulation shall be required on each side of the structures.

c. Garage Dimensions. Individual garages shall be constructed to reasonably accommodate two standard vehicles, measured no less than 22 feet in width and length. The developer shall be required to utilize 18-foot garage doors.

d. Driveways. In areas of the development that use single driveways to access one unit, driveways shall be no less than 20 feet in length to the back of the sidewalk.

e. Roof Style. Roof design shall not include the use of flat roofs.



#### **MEMORANDUM**

TO:Joseph Cook & Henry DeVarona (Sunset Builders) – Developer<br/>Leland Martineau (Entellus) – Developer's Engineer

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

CC: Kim Guill – South Weber Development Coordinator Trevor Cahoon – South Weber Community Services Director

#### RE: DEER RUN TOWNHOMES Engineering Review #1

Date: January 25, 2023

#### --- RESUBMITTAL REQUIRED ---

Our office has completed a review of the preliminary submittal received on January 18, 2023, for the Deer Run Townhomes Development, located on the same property of the former Lofts at Deer Run Development. We offer the following comments:

#### **GENERAL**

E1. Will Serve Letters.

A. No additional "will serve" documentation is needed.

- E2. <u>Plan Review Approval Letters</u>. Even though there is a current development plan approved for the property, final plans for this new concept and layout must be sent to and an approval letter received from the following entities: WBWCD, SWWID, and DWCCC.
- E3. <u>Updated Studies</u>. Even though there is a current development plan approved for the property, plans for this new concept and layout need to be sent to A-Trans and CMT. They do not need to provide new reports, but they do need to provide an official addendum or update to their original studies that address any changes relative to the change in layout and use.
- E4. <u>Private Utilities</u>. The on-site water, sewer, and storm drain system facilities will be privately owned. An Ownership and Maintenance Agreement will be required to clearly establish ownership and address long-term maintenance. We will provide a draft for review.

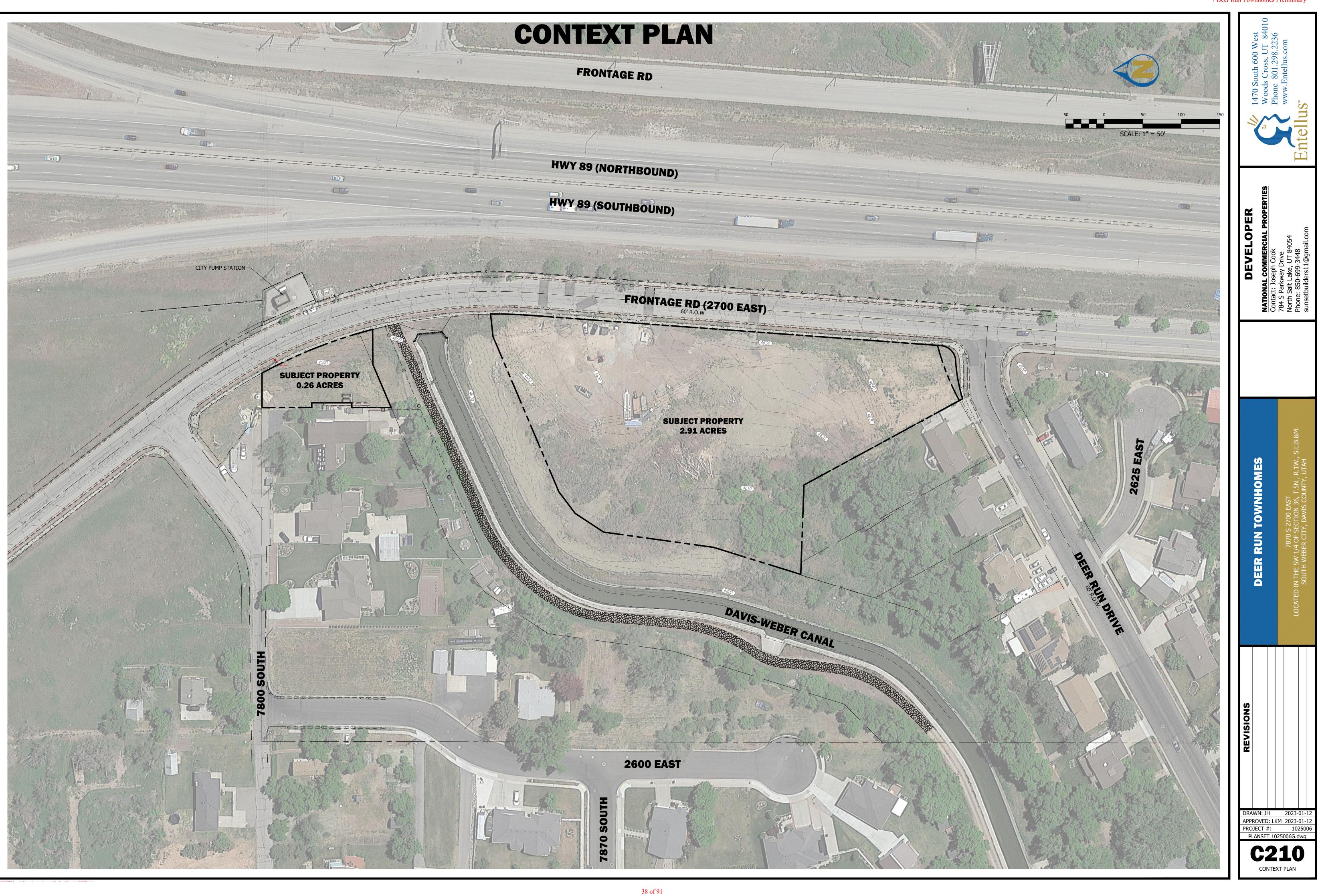
#### **PLAT**

E5. <u>Phasing</u>. The proposed phasing seems counterintuitive as Phase 1 requires a lot of outof-phase utility installation through later phases. We just want to be sure that the developer is aware that each phase will have to be self-sufficient. DEER RUN TOWNHOMES Engineering Review #1 January 25, 2023

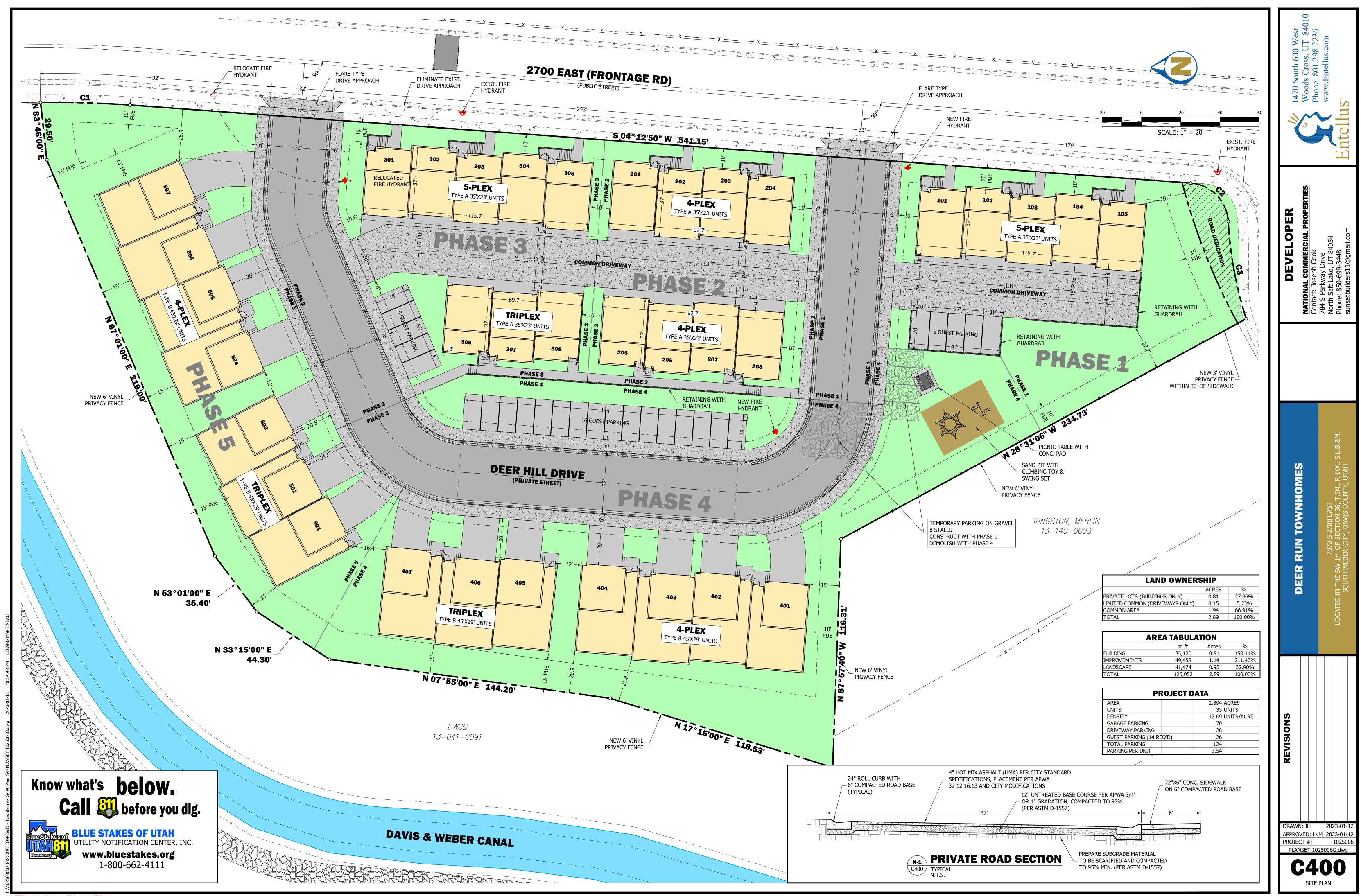
- E6. <u>Road Dedication</u>. There is a space piece of ground on the northwest corner of the Deer Run Dr / 2700 East intersection that is shown as being dedicated to the road. We need some explanation as to why this is being proposed.
- E7. <u>Missing parcel</u>. The open space parcel (Parcel A) appears to have an additional parcel immediately adjacent to the south that is not being included. This should be included.
- E8. <u>Property/Ownership Table</u>. The preliminary plat needs to be updated to show the proposed ownership of the property correctly. For example, the private road is being shown as open space, but should be shown as Limited Common. Please review all areas and update accordingly.
- E9. Addresses. Addresses for the lots will be provided by our office with the next review.

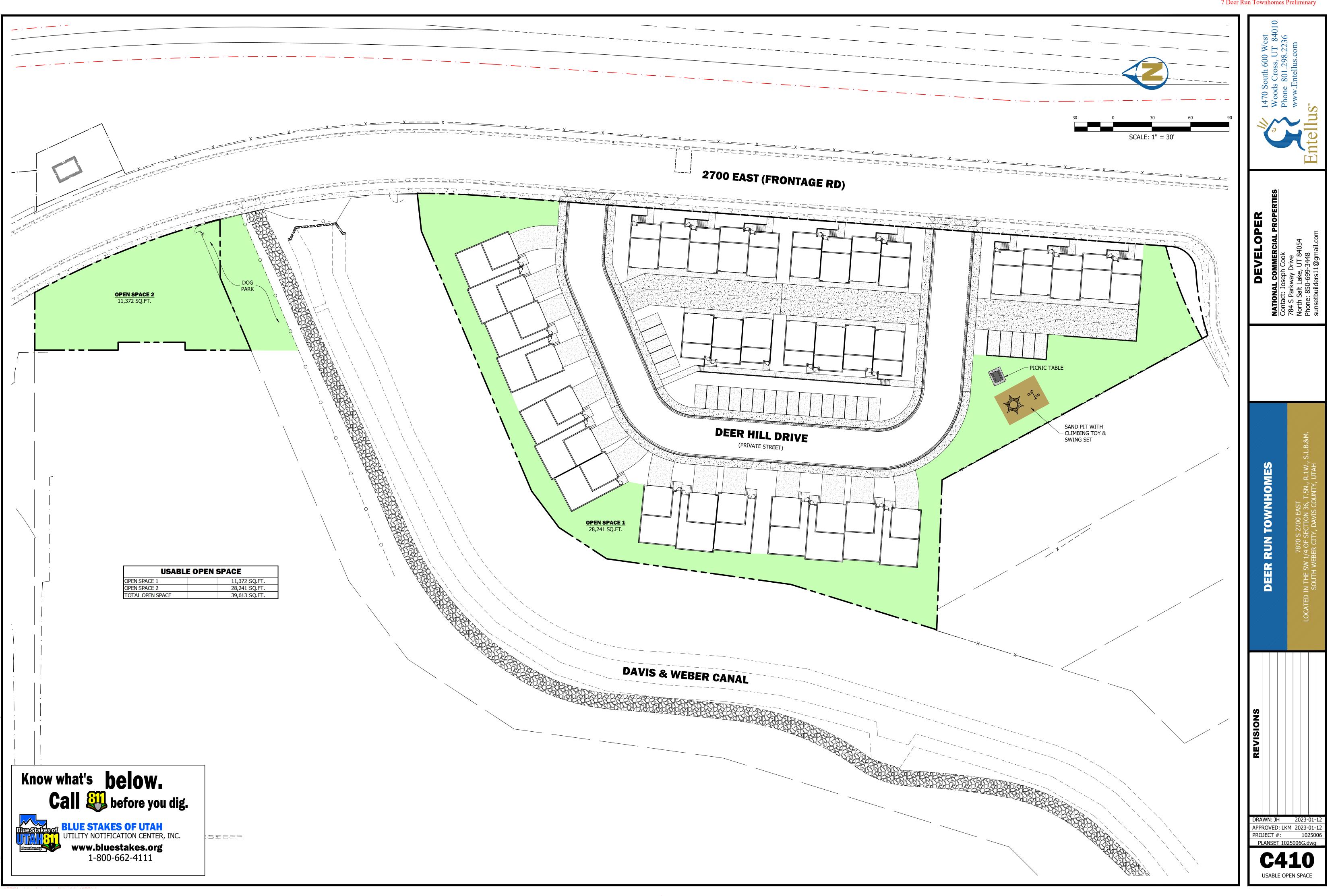
#### **IMPROVEMENT PLANS**

E10. <u>Usable Open Space</u>. The usable open space figure shows a portion of the dog park on property that is not shown as being owned by the developer. This is likely tied to the same issue mentioned above in E7.

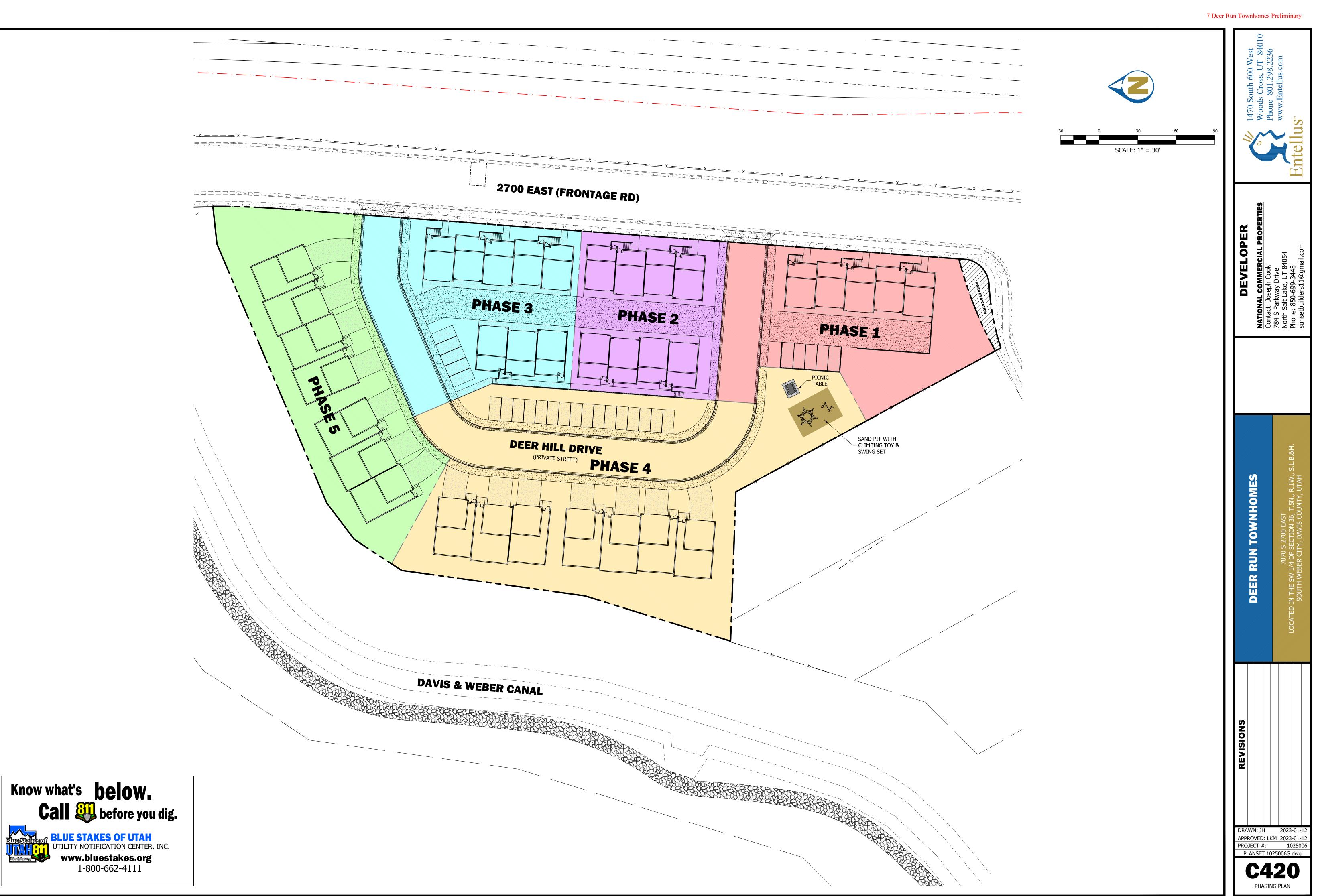


7 Deer Run Townhomes Preliminary

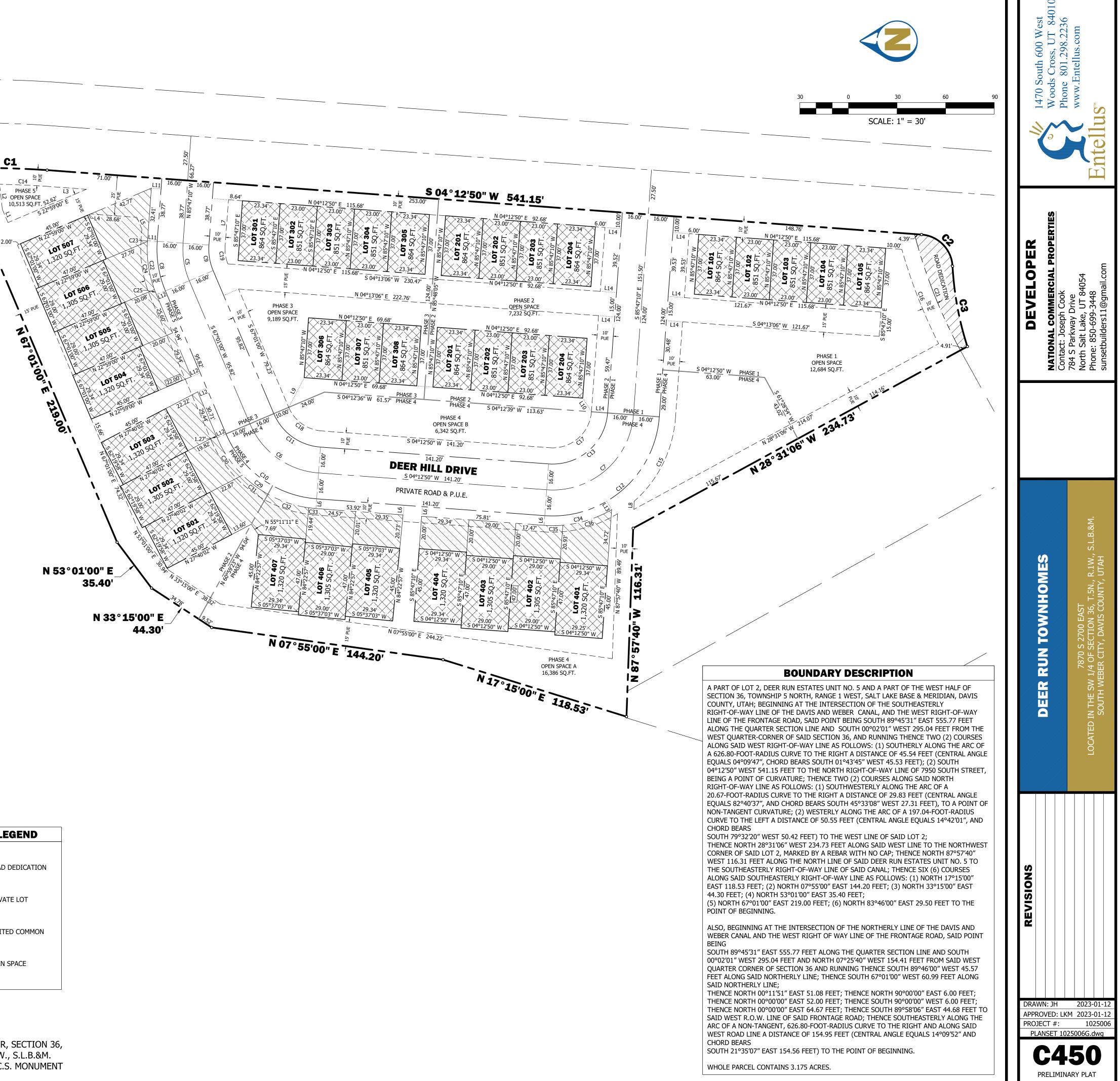




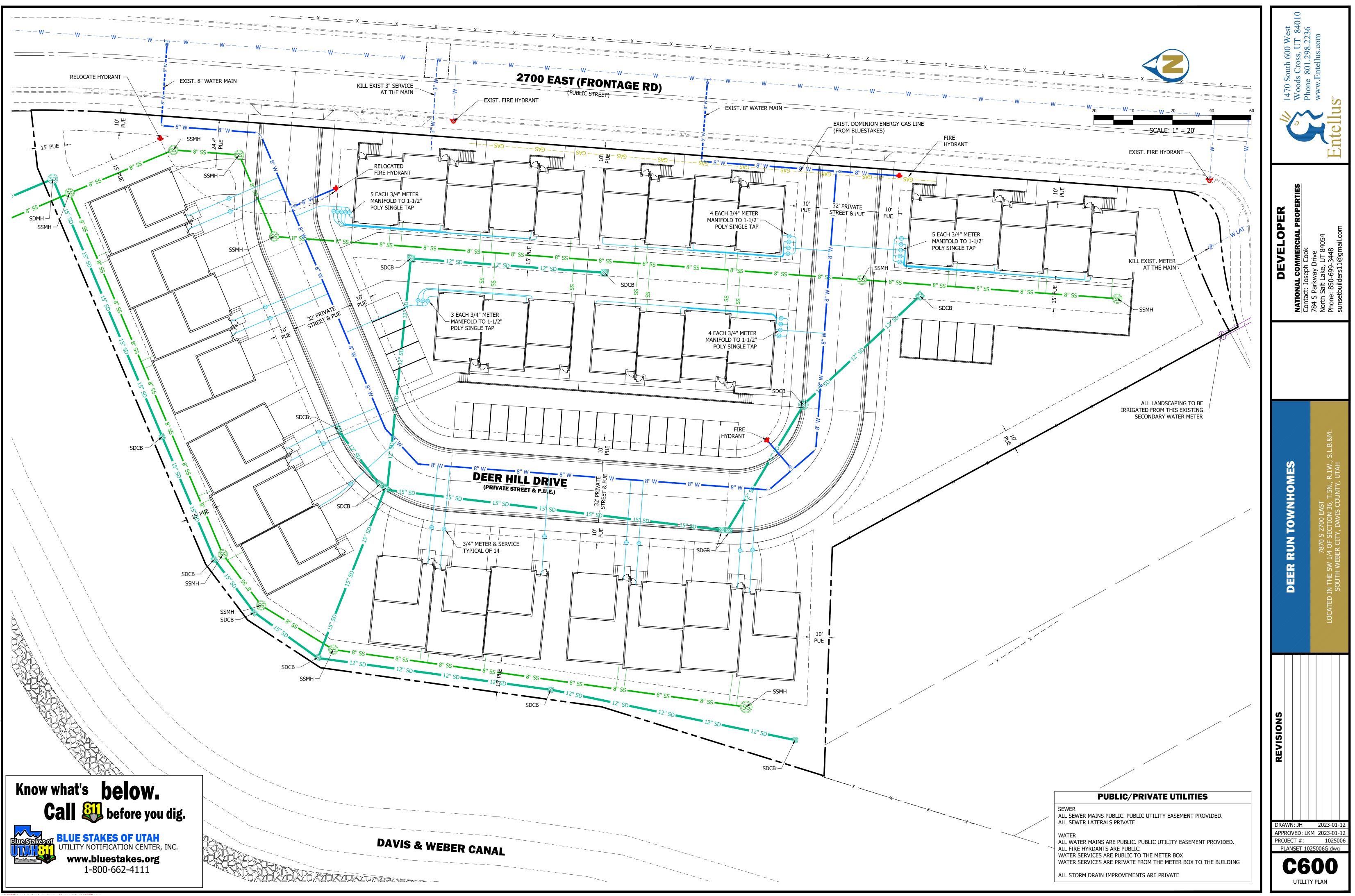
7 Deer Run Townhomes Preliminary



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	C4	1 154.95 1	626.80'	I 014°09'52						
	C5	23.73'	50.00'	027°11'50"	S 21°35'07" E S 80°36'55" W	154.56' 23.51'				
	C5 C6	23.73' 54.81'	50.00' 50.00'	027°11'50" 062°48'10"	S 80°36'55" W S 35°36'55" W	23.51' 52.10'				
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S.)	C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16 C17 C18 C19 C21	23.73' 54.81' 78.54' 31.33' 16.14' 72.34' 37.27' 103.67' 53.41' 28.65' 58.85' 62.56' 37.70' 26.31' 11.12' 77.32'	50.00' 50.00' 50.00' 66.00' 34.00' 66.00' 34.00' 66.00' 34.00' 34.00' 328.17' 24.00' 24.00' 24.00'	027°11'50" 062°48'10" 027°11'50" 027°11'50" 062°48'10" 062°48'10" 090°00'00" 090°00'00" 090°00'00" 002°39'40" 044°22'04" 010°55'24" 090°00'00" 062°48'10" 026°33'20" 013°55'26"	S 80°36'55" W S 35°36'55" W S 40°47'10" E S 80°36'55" W S 80°36'55" W S 35°36'55" W S 35°36'55" W S 40°47'10" E S 40°47'10" E S 63°36'08" E S 63°36'08" E S 68°41'22" W S 40°47'10" E S 35°36'55" W S 80°56'10" W	23.51' 52.10' 70.71' 31.04' 15.99' 68.78' 35.43' 93.34' 48.08' 28.65' 57.39' 62.47' 33.94' 25.01' 11.02' 77.13'	L1 L2	BEARING S 67°01'00" W S 83°46'00" W	LENGTH 8.95' 15.48'	
55.77' 22- D.C.S.)	C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16 C17 C18 C19	23.73' 54.81' 78.54' 31.33' 16.14' 72.34' 37.27' 103.67' 53.41' 28.65' 58.85' 62.56' 37.70' 26.31' 11.12'	50.00' 50.00' 50.00' 66.00' 34.00' 66.00' 34.00' 616.80' 616.80' 76.00' 328.17' 24.00' 24.00'	027°11'50" 062°48'10" 027°11'50" 027°11'50" 062°48'10" 062°48'10" 090°00'00" 090°00'00" 090°00'00" 002°39'40" 044°22'04" 010°55'24" 090°00'00" 062°48'10" 026°33'20"	S 80°36'55" W S 35°36'55" W S 40°47'10" E S 80°36'55" W S 80°36'55" W S 35°36'55" W S 35°36'55" W S 40°47'10" E S 40°47'10" E S 63°36'08" E S 63°36'08" E S 68°41'22" W S 40°47'10" E S 35°36'55" W	23.51' 52.10' 70.71' 31.04' 15.99' 68.78' 35.43' 93.34' 48.08' 28.65' 57.39' 62.47' 33.94' 25.01' 11.02'	L1	BEARING S 67°01'00" W	LENGTH 8.95' 15.48' 25.07'	
1"E 555.77' 2643.22- D.C.S.)	C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16 C17 C16 C17 C18 C19 C21 C22	23.73' 54.81' 78.54' 31.33' 16.14' 72.34' 37.27' 103.67' 53.41' 28.65' 58.85' 62.56' 37.70' 26.31' 11.12' 77.32' 30.21'	50.00' 50.00' 50.00' 66.00' 34.00' 66.00' 34.00' 34.00' 616.80' 76.00' 328.17' 24.00' 24.00' 24.00' 318.17'	027°11'50" 062°48'10" 027°11'50" 027°11'50" 062°48'10" 062°48'10" 090°00'00" 090°00'00" 090°00'00" 002°39'40" 044°22'04" 010°55'24" 090°00'00" 062°48'10" 026°33'20" 013°55'26" 024°02'12"	S 80°36'55" W S 35°36'55" W S 40°47'10" E S 80°36'55" W S 80°36'55" W S 35°36'55" W S 35°36'55" W S 40°47'10" E S 40°47'10" E S 63°36'08" E S 63°36'08" E S 68°41'22" W S 40°47'10" E S 35°36'55" W S 80°56'10" W S 80°56'10" W	23.51' 52.10' 70.71' 31.04' 15.99' 68.78' 35.43' 93.34' 48.08' 28.65' 57.39' 62.47' 33.94' 25.01' 11.02' 77.13' 29.98'	L1 L2 L3	BEARING S 67°01'00" W S 83°46'00" W N 04°12'50" E	LENGTH 8.95' 15.48' 25.07' 1.99'	PROPER
9°45'31" E 555.77' 7 <sup>1</sup> 59" E 2643.22- D.C.S.)	C5         C6         C7         C8         C9         C10         C11         C12         C13         C14         C15         C16         C17         C18         C19         C21         C22         C23         C24         C25	23.73' 54.81' 78.54' 31.33' 16.14' 72.34' 37.27' 103.67' 53.41' 28.65' 58.85' 62.56' 37.70' 26.31' 11.12' 77.32' 30.21' 0.57' 34.18' 3.40'	50.00' 50.00' 50.00' 66.00' 34.00' 66.00' 34.00' 66.00' 34.00' 34.00' 328.17' 24.00' 24.00' 24.00' 24.00' 24.00' 24.00' 24.00' 24.00' 24.00' 24.00' 24.00' 24.00'	027°11'50" 062°48'10" 027°11'50" 027°11'50" 062°48'10" 062°48'10" 090°00'00" 090°00'00" 090°00'00" 044°22'04" 010°55'24" 044°22'04" 010°55'24" 026°33'20" 026°33'20" 013°55'26" 024°02'12" 000°27'24"	S 80°36'55" W S 35°36'55" W S 40°47'10" E S 80°36'55" W S 80°36'55" W S 35°36'55" W S 35°36'55" W S 40°47'10" E S 40°47'10" E S 63°36'08" E S 63°36'08" E S 68°41'22" W S 68°41'22" W S 80°56'10" W S 80°56'10" W S 80°56'10" W S 81°44'20" W S 81°44'20" W S 81°44'20" W	23.51' 52.10' 70.71' 31.04' 15.99' 68.78' 35.43' 93.34' 48.08' 28.65' 57.39' 62.47' 33.94' 25.01' 11.02' 77.13' 29.98' 0.57' 33.86' 3.40'	L1 L2 L3 L4 L5 L6	BEARING S 67°01'00" W S 83°46'00" W N 04°12'50" E S 22°59'00" E S 67°01'00" W S 85°47'10" E	LENGTH 8.95' 15.48' 25.07' 1.99' 7.87' 6.00'	PROPER
S 89°57'59" E 2643.22- D.C.S.)	C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16 C17 C16 C17 C18 C19 C21 C22 C23 C24	23.73' 54.81' 78.54' 31.33' 16.14' 72.34' 37.27' 103.67' 53.41' 28.65' 58.85' 62.56' 37.70' 26.31' 11.12' 77.32' 30.21' 0.57' 34.18'	50.00' 50.00' 50.00' 66.00' 34.00' 66.00' 34.00' 66.00' 34.00' 34.00' 34.00' 24.00' 24.00' 24.00' 24.00' 318.17' 72.00'	027°11'50" 062°48'10" 027°11'50" 027°11'50" 062°48'10" 062°48'10" 090°00'00" 090°00'00" 090°00'00" 044°22'04" 010°55'24" 090°00'00" 062°48'10" 026°33'20" 013°55'26" 024°02'12" 000°27'24"	S 80°36'55" W S 35°36'55" W S 40°47'10" E S 80°36'55" W S 80°36'55" W S 35°36'55" W S 35°36'55" W S 40°47'10" E S 40°47'10" E S 63°36'08" E S 63°36'08" E S 68°41'22" W S 40°47'10" E S 35°36'55" W S 80°56'10" W S 80°56'10" W S 81°44'20" W S 81°44'20" W	23.51' 52.10' 70.71' 31.04' 15.99' 68.78' 35.43' 93.34' 48.08' 28.65' 57.39' 62.47' 33.94' 25.01' 11.02' 77.13' 29.98' 0.57' 33.86'	L1 L2 L3 L4 L5	BEARING S 67°01'00" W S 83°46'00" W N 04°12'50" E S 22°59'00" E S 67°01'00" W	LENGTH 8.95' 15.48' 25.07' 1.99' 7.87' 6.00' 28.77'	
S 89°57'59" E 2643.22- D.C.S.)	C5         C6         C7         C8         C9         C10         C11         C12         C13         C14         C15         C16         C17         C18         C19         C21         C22         C23         C24         C25         C29         C30         C31	23.73' 54.81' 78.54' 31.33' 16.14' 72.34' 37.27' 103.67' 53.41' 28.65' 58.85' 62.56' 37.70' 26.31' 11.12' 77.32' 30.21' 0.57' 34.18' 3.40' 78.92' 28.09' 19.67'	50.00' 50.00' 50.00' 66.00' 34.00' 66.00' 34.00' 66.00' 34.00' 34.00' 24.00' 24.00' 24.00' 24.00' 24.00' 72.00' 72.00' 72.00' 72.00' 72.00'	027°11'50" 062°48'10" 027°11'50" 027°11'50" 062°48'10" 062°48'10" 090°00'00" 090°00'00" 090°00'00" 002°39'40" 044°22'04" 044°22'04" 044°22'04" 002°39'40" 044°22'04" 002°39'40" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 022°21'20"	S 80°36'55" W S 35°36'55" W S 40°47'10" E S 80°36'55" W S 80°36'55" W S 35°36'55" W S 35°36'55" W S 40°47'10" E S 40°47'10" E S 63°36'08" E S 63°36'08" E S 68°41'22" W S 68°41'22" W S 68°41'22" W S 68°41'22" W S 68°26'37" W S 80°56'10" W S 80°56'10" W S 80°56'10" W S 880°36'55" W S 880°36'55" W S 880°36'55" W	23.51' 52.10' 70.71' 31.04' 15.99' 68.78' 35.43' 93.34' 48.08' 28.65' 57.39' 62.47' 33.94' 25.01' 11.02' 77.13' 29.98' 0.57' 33.86' 3.40' 75.03' 27.92' 19.61'	L1 L2 L3 L4 L5 L6 L7 L8 L9	BEARING S 67°01'00" W S 83°46'00" W N 04°12'50" E S 22°59'00" E S 67°01'00" W S 85°47'10" E N 85°47'10" W S 87°57'40" E S 62°25'51" E	LENGTH 8.95' 15.48' 25.07' 1.99' 7.87' 6.00' 28.77' 4.98' 20.66'	
	C5         C6         C7         C8         C9         C10         C11         C12         C13         C14         C15         C16         C17         C18         C19         C21         C23         C24         C25         C29         C30	23.73' 54.81' 78.54' 31.33' 16.14' 72.34' 37.27' 103.67' 53.41' 28.65' 58.85' 62.56' 37.70' 26.31' 11.12' 77.32' 30.21' 0.57' 34.18' 3.40' 78.92' 28.09'	50.00' 50.00' 50.00' 66.00' 34.00' 66.00' 34.00' 616.80' 616.80' 328.17' 24.00' 24.00' 24.00' 24.00' 318.17' 72.00' 72.00' 72.00' 72.00'	027°11'50" 062°48'10" 027°11'50" 027°11'50" 062°48'10" 062°48'10" 090°00'00" 090°00'00" 090°00'00" 002°39'40" 044°22'04" 044°22'04" 010°55'24" 044°22'04" 010°55'24" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 022°21'20"	S 80°36'55" W S 35°36'55" W S 40°47'10" E S 80°36'55" W S 80°36'55" W S 35°36'55" W S 35°36'55" W S 40°47'10" E S 40°47'10" E S 40°47'10" E S 63°36'08" E S 63°36'08" E S 68°41'22" W S 68°41'22" W S 68°41'22" W S 68°41'22" W S 80°56'10" W S 80°56'10" W S 80°56'10" W S 80°56'10" W S 880°36'55" W S 80°36'55" W S 80°36'55" W	23.51' 52.10' 70.71' 31.04' 15.99' 68.78' 35.43' 93.34' 48.08' 28.65' 57.39' 62.47' 33.94' 25.01' 11.02' 77.13' 29.98' 0.57' 33.86' 3.40' 75.03' 27.92'	L1 L2 L3 L4 L5 L6 L7 L8	BEARING S 67°01'00" W S 83°46'00" W N 04°12'50" E S 22°59'00" E S 67°01'00" W S 85°47'10" E N 85°47'10" W S 87°57'40" E	LENGTH 8.95' 15.48' 25.07' 1.99' 7.87' 6.00' 28.77' 4.98' 20.66' 10.00'	
	C5         C6         C7         C8         C9         C10         C11         C12         C13         C14         C15         C16         C17         C18         C19         C21         C22         C23         C24         C25         C29         C30         C31	23.73' 54.81' 78.54' 31.33' 16.14' 72.34' 37.27' 103.67' 53.41' 28.65' 58.85' 62.56' 37.70' 26.31' 11.12' 77.32' 30.21' 0.57' 34.18' 3.40' 78.92' 28.09' 19.67'	50.00' 50.00' 50.00' 66.00' 34.00' 66.00' 34.00' 66.00' 34.00' 34.00' 24.00' 24.00' 24.00' 24.00' 24.00' 72.00' 72.00' 72.00' 72.00' 72.00'	027°11'50" 062°48'10" 027°11'50" 027°11'50" 062°48'10" 062°48'10" 090°00'00" 090°00'00" 090°00'00" 002°39'40" 044°22'04" 044°22'04" 002°39'40" 044°22'04" 002°39'40" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 022°21'20" 002°42'14" 062°48'10" 022°21'20"	S 80°36'55" W         S 35°36'55" W         S 40°47'10" E         S 80°36'55" W         S 80°36'55" W         S 80°36'55" W         S 35°36'55" W         S 35°36'55" W         S 40°47'10" E         S 40°47'10" E         S 40°47'10" E         S 63°36'08" E         S 63°36'08" E         S 63°36'08" E         S 63°36'08" E         S 68°41'22" W         S 40°47'10" E         S 35°36'55" W         S 80°56'10" W         S 80°56'10" W         S 80°56'10" W         S 80°56'10" W         S 68°22'37" W         S 81°44'20" W         N 86°00'52" W         S 80°36'55" W         S 68°22'07" W         S 55°50'20" W         S 35°36'55" W         S 36°50'08" W	23.51' 52.10' 70.71' 31.04' 15.99' 68.78' 35.43' 93.34' 48.08' 28.65' 57.39' 62.47' 33.94' 25.01' 11.02' 77.13' 29.98' 0.57' 33.86' 3.40' 75.03' 27.92' 19.61'	L1 L2 L3 L4 L5 L6 L7 L8 L9 L10	BEARING S 67°01'00" W S 83°46'00" W N 04°12'50" E S 22°59'00" E S 67°01'00" W S 85°47'10" E N 85°47'10" W S 87°57'40" E S 62°25'51" E N 57°20'38" E	LENGTH 8.95' 15.48' 25.07' 1.99' 7.87' 6.00' 28.77' 4.98' 20.66' 10.00' 6.00'	
	C5         C6         C7         C8         C9         C10         C11         C12         C13         C14         C15         C16         C17         C18         C19         C21         C23         C24         C25         C29         C30         C31         C32         C33         C34	23.73' 54.81' 78.54' 31.33' 16.14' 72.34' 37.27' 103.67' 53.41' 28.65' 58.85' 62.56' 37.70' 26.31' 11.12' 77.32' 30.21' 0.57' 34.18' 3.40' 78.92' 28.09' 19.67' 19.67' 19.67' 19.67'	50.00'         50.00'         50.00'         50.00'         66.00'         34.00'         66.00'         34.00'         66.00'         34.00'         66.00'         34.00'         616.80'         76.00'         24.00'         24.00'         24.00'         72.00'         72.00'         72.00'         72.00'         72.00'         72.00'         72.00'         72.00'         72.00'         72.00'         72.00'         72.00'         72.00'         72.00'         72.00'	027°11'50"         062°48'10"         090°00'00"         027°11'50"         027°11'50"         062°48'10"         062°48'10"         062°48'10"         090°00'00"         090°00'00"         090°00'00"         090°00'00"         090°00'00"         090°00'00"         044°22'04"         010°55'24"         090°00'00"         062°48'10"         026°33'20"         013°55'26"         024°02'12"         000°27'24"         027°11'50"         002°42'14"         062°48'10"         022°21'20"         015°39'03"         015°39'03"         021°15'59"         003°31'49"	S 80°36'55" W         S 35°36'55" W         S 40°47'10" E         S 80°36'55" W         S 80°36'55" W         S 80°36'55" W         S 35°36'55" W         S 35°36'55" W         S 35°36'55" W         S 40°47'10" E         S 40°47'10" E         S 63°36'08" E         S 68°41'22" W         S 68°41'22" W         S 68°41'22" W         S 68°26'37" W         S 80°56'10" W         S 80°56'10" W         S 80°56'10" W         S 68°22'07" W         S 80°36'55" W         S 68°22'07" W         S 35°36'55" W         S 35°50'20" W         S 36°50'08" W         S 36°50'08" W         S 18°22'38" W         S 18°22'38" W         S 13°04'45" E	23.51' 52.10' 70.71' 31.04' 15.99' 68.78' 35.43' 93.34' 48.08' 28.65' 57.39' 62.47' 33.94' 25.01' 11.02' 77.13' 25.01' 11.02' 77.13' 29.98' 0.57' 33.86' 3.40' 75.03' 27.92' 19.61' 19.61' 19.61'	L1 L2 L3 L4 L5 L6 L7 L6 L7 L8 L9 L10 L11 L11 L11 L12	BEARING S 67°01'00" W S 83°46'00" W N 04°12'50" E S 22°59'00" E S 67°01'00" W S 85°47'10" E N 85°47'10" W S 87°57'40" E S 62°25'51" E N 57°20'38" E S 04°12'50" W S 04°12'50" W	LENGTH 8.95' 15.48' 25.07' 1.99' 7.87' 6.00' 28.77' 4.98' 20.66' 10.00' 6.00' 6.00' 6.00'	
	C5         C6         C7         C8         C9         C10         C11         C12         C13         C14         C15         C16         C17         C18         C19         C21         C23         C24         C25         C29         C30         C31         C32         C33	23.73' 54.81' 78.54' 31.33' 16.14' 72.34' 37.27' 103.67' 53.41' 28.65' 58.85' 62.56' 37.70' 26.31' 11.12' 77.32' 30.21' 0.57' 34.18' 3.40' 78.92' 28.09' 19.67' 19.67' 19.67' 26.72'	50.00'         50.00'         50.00'         50.00'         66.00'         34.00'         66.00'         34.00'         66.00'         34.00'         66.00'         34.00'         616.80'         76.00'         328.17'         24.00'         24.00'         72.00'         72.00'         72.00'         72.00'         72.00'         72.00'         72.00'         72.00'         72.00'         72.00'         72.00'         72.00'         72.00'         72.00'         72.00'	027°11'50" 062°48'10" 027°11'50" 027°11'50" 062°48'10" 062°48'10" 090°00'00" 090°00'00" 090°00'00" 002°39'40" 044°22'04" 044°22'04" 002°39'40" 044°22'04" 044°22'04" 002°39'40" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 026°33'20" 027°11'50" 002°42'14" 062°48'10" 022°21'20" 015°39'03" 015°39'03"	S 80°36'55" W         S 35°36'55" W         S 40°47'10" E         S 80°36'55" W         S 80°36'55" W         S 80°36'55" W         S 35°36'55" W         S 35°36'55" W         S 35°36'55" W         S 40°47'10" E         S 40°47'10" E         S 63°36'08" E         S 68°41'22" W         S 40°47'10" E         S 35°36'55" W         S 80°56'10" W         S 80°56'10" W         S 80°56'10" W         S 81°44'20" W         S 80°36'55" W         S 80°36'55" W         S 35°36'55" W         S 35°36'55" W         S 36°50'08" W         S 18°22'38" W	23.51' 52.10' 70.71' 31.04' 15.99' 68.78' 35.43' 93.34' 48.08' 28.65' 57.39' 62.47' 33.94' 25.01' 11.02' 77.13' 29.98' 0.57' 33.86' 3.40' 75.03' 27.92' 19.61' 19.61' 19.61'	L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L11	BEARING S 67°01'00" W S 83°46'00" W N 04°12'50" E S 22°59'00" E S 67°01'00" W S 85°47'10" E N 85°47'10" W S 87°57'40" E S 62°25'51" E N 57°20'38" E S 04°12'50" W	LENGTH 8.95' 15.48' 25.07' 1.99' 7.87' 6.00' 28.77' 4.98' 20.66' 10.00' 6.00' 6.00' 6.00' 6.00'	



/., S.L.B.&M.







SEE FLOOR PLANS AND GENERAL NOTES FOR RAILING REQUIREMENTS.  $----\{2\}$  FRONT ENTRY DOOR UNIT AS PER DOOR SCHEDULE. STONE VENEER BATT AND BOARD -----(5) STUCCO ----(6) ARCHITECTURAL ASPHALT SHINGLES. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS. ROOF VENT - REFER TO ROOF PLAN ---(8) 1" X 10" TRIM COORDINATE ALL POSTS WITH STRUCTURAL. COLUMNS TO BE PAINT OVER WOOD FLAND POST. --(10) ALUMINUM FASCIA AND SO

KEYED NOTES

-----(12) 1" X 6" TRIM.

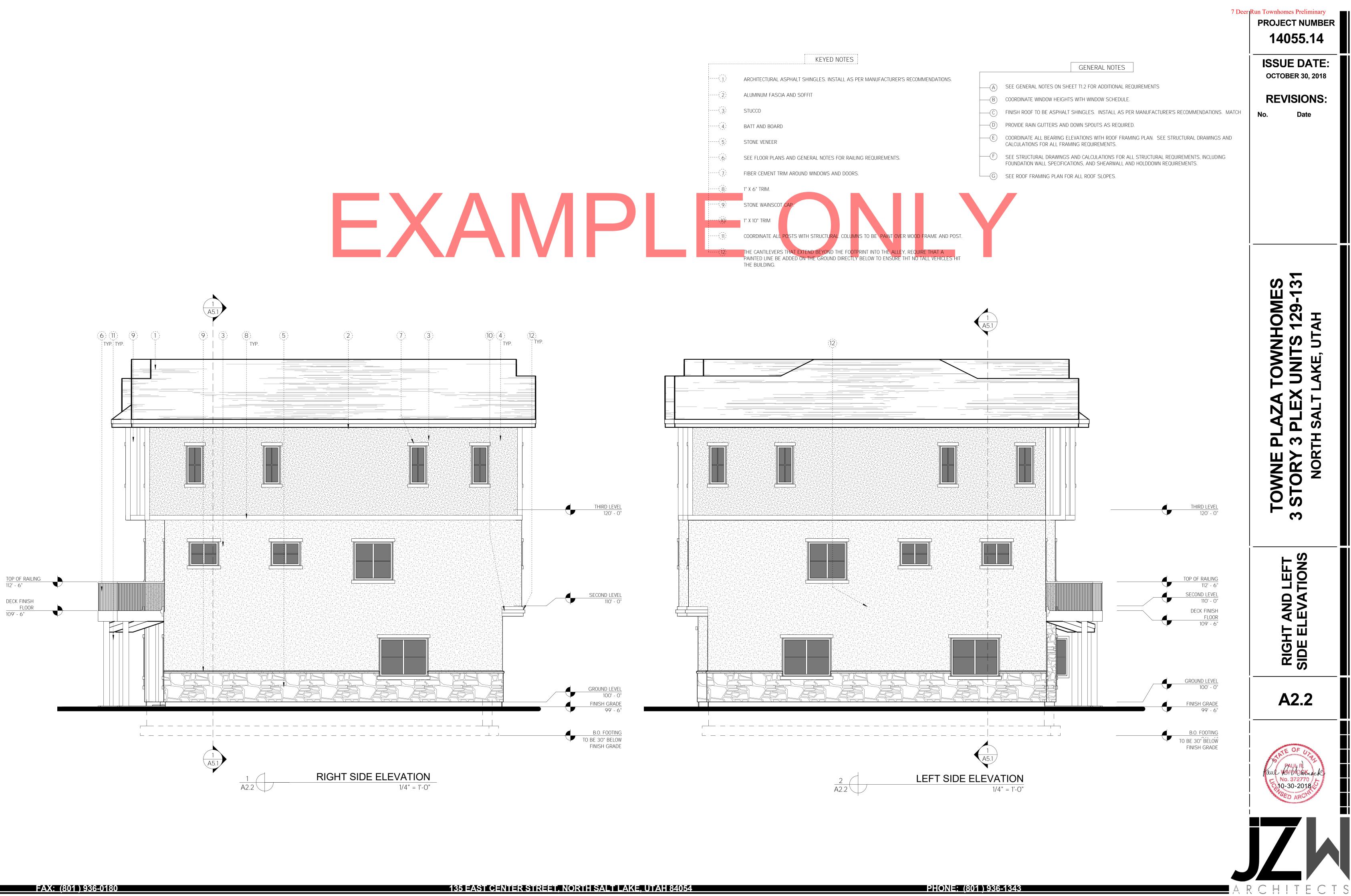
 $1 + \frac{13}{13}$  FIBER CEMENT TRIM AROUND WINDOWS AND DOORS.

GENERAL NOTES	PROJECT NUMBER 14055.14
<ul> <li>A SEE GENERAL NOTES ON SHEET TI.2 FOR ADDITIONAL REQUIREMENTS</li> <li>B COORDINATE WINDOW HEIGHTS WITH WINDOW SCHEDULE.</li> <li>C FINISH ROOF TO BE ASPHALT SHINGLES. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS. MATCH</li> <li>D PROVIDE RAIN GUTTERS AND DOWN SPOUTS AS REQUIRED.</li> <li>C COORDINATE ALL BEARING ELEVATIONS WITH ROOF FRAMING PLAN. SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL FRAMING REQUIREMENTS.</li> <li>F SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL STRUCTURAL REQUIREMENTS, INCLUDING FOUNDATION WALL SPECIFICATIONS, AND SHEARWALL AND HOLDDOWN REQUIREMENTS.</li> </ul>	ISSUE DATE: OCTOBER 30, 2018 REVISIONS: No. Date
© SEE ROOF FRAMING PLAN FOR ALL ROOF SLOPES.	TOWNE PLAZA TOWNHOMES 3 STORY 3 PLEX UNITS 129-131 NORTH SALT LAKE, UTAH
THIRD LEVEL 120' - O"	L NOL
TOP OF RAILING       112' - 6"       SECOND LEVEL       110' - 0"       DECK FINISH       FLOOR       109' - 6"	FRONT
GROUND LEVEL 100' - 0"	A2.1
FINISH GRADE 99' - 6" B.O. FOOTING TO BE 30" BELOW FINISH GRADE	aue varboasnock No. 372770 SED ARCHITE

ARCHI

CIS

PHONE: (801) 936-1343



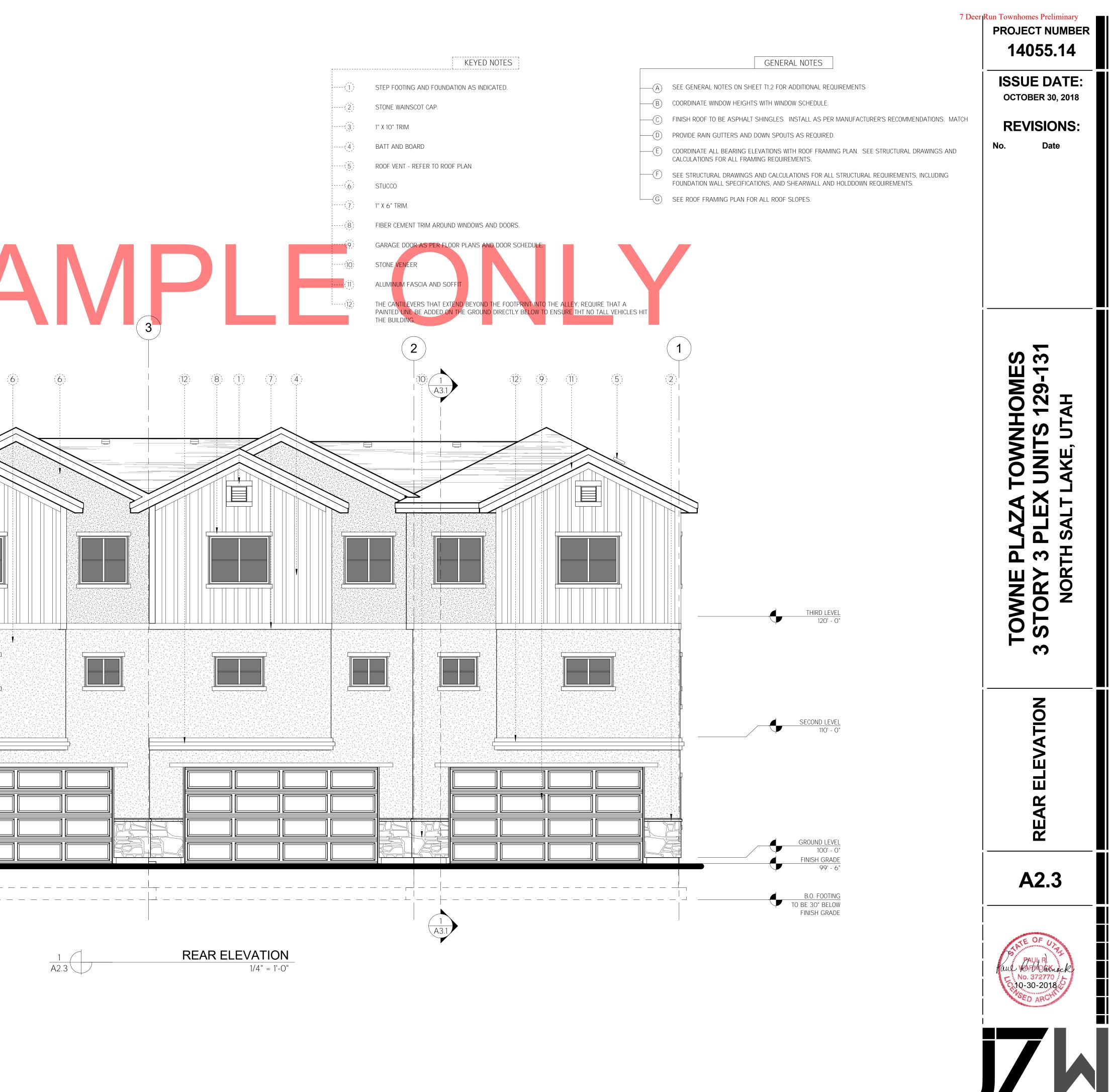
	(1)	ARCHITECTURAL ASPHALT SHINGLES. INSTALL AS PER MANUFACTURER'S RECO
	(2)	ALUMINUM FASCIA AND SOFFIT
	(3)	STUCCO
	(4)	BATT AND BOARD
	(5)	STONE VENEER
	(6)	SEE FLOOR PLANS AND GENERAL NOTES FOR RAILING REQUIREMENTS.
	{7)	FIBER CEMENT TRIM AROUND WINDOWS AND DOORS.
	 {(8)	1" X 6" TRIM.
	(9)	STONE WAINSCOT CAP.
	(10)	1" X 10" TRIM
	{( <u>])</u> )	COORDINATE ALL POSTS WITH STRUCTURAL. COLUMNS TO BE PAINT OVER WOOL
	(12)	THE CANTILEVERS THAT EXTEND BEYOND THE FOOTPRINT INTO THE ALLEY, REQUERING AND ADDRESS AND
		TAINTED LINE DE ADDED ON THE OROUND DIRECTET DELOW TO ENJORE THE NO

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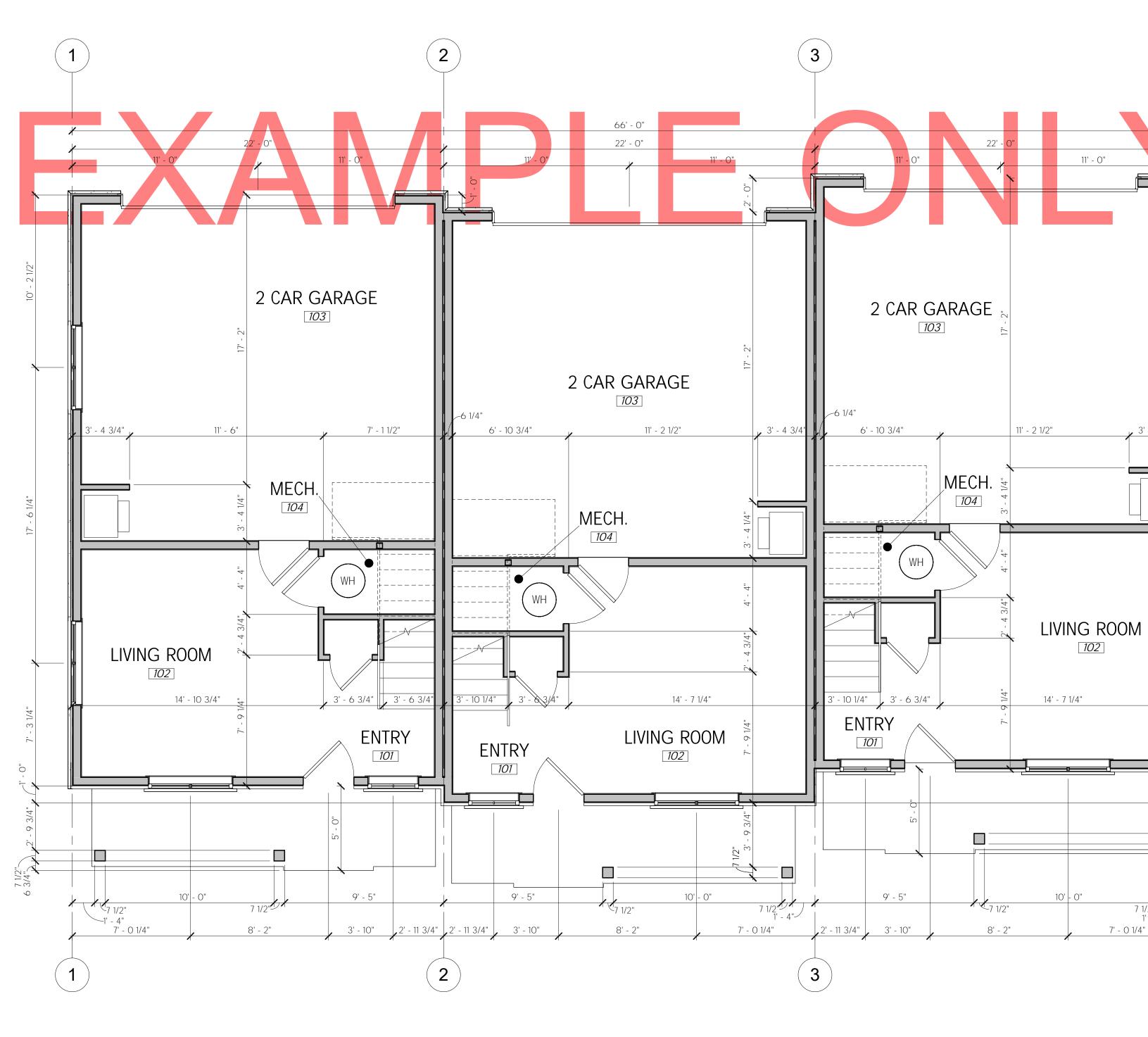
# FAX: (801) 936-0180



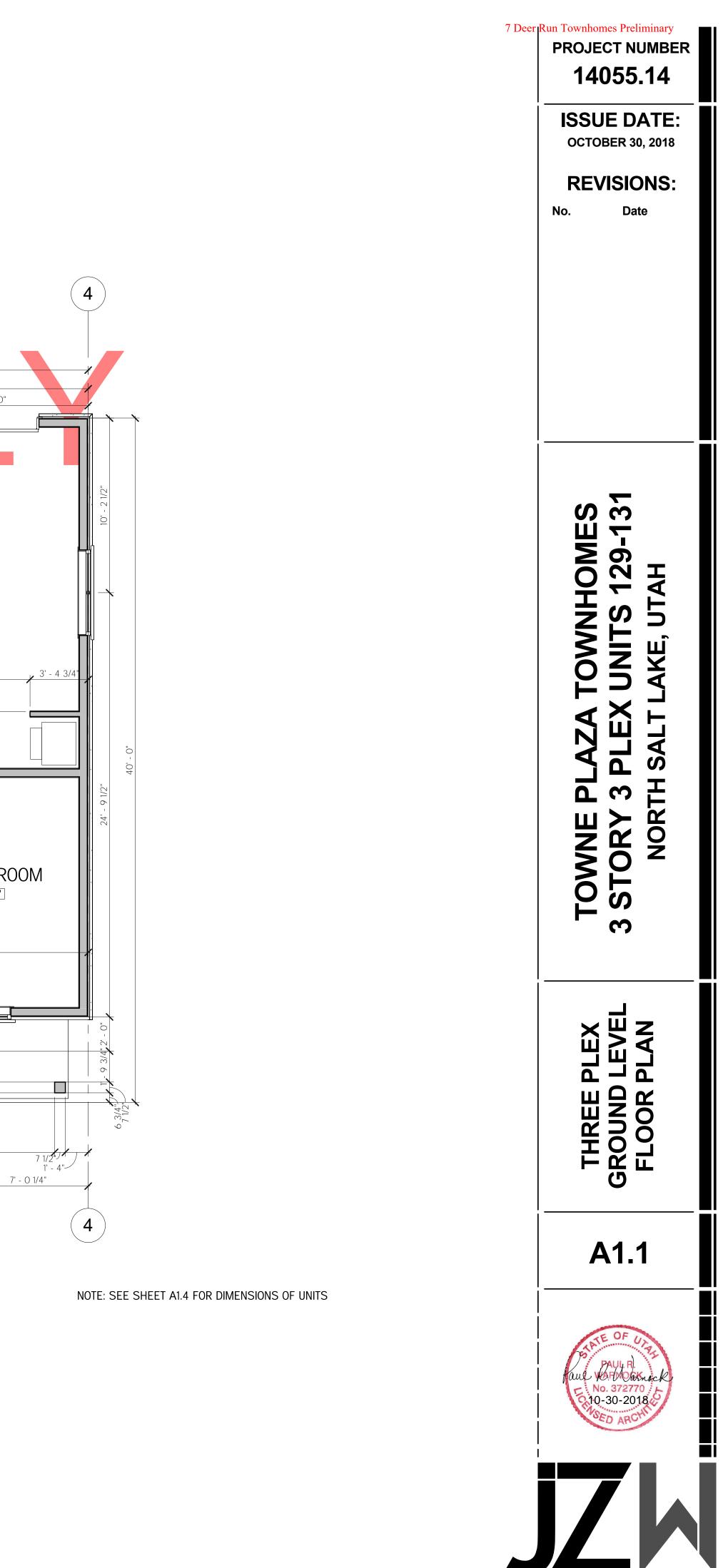
PHONE: (801) 936-1343

CTS

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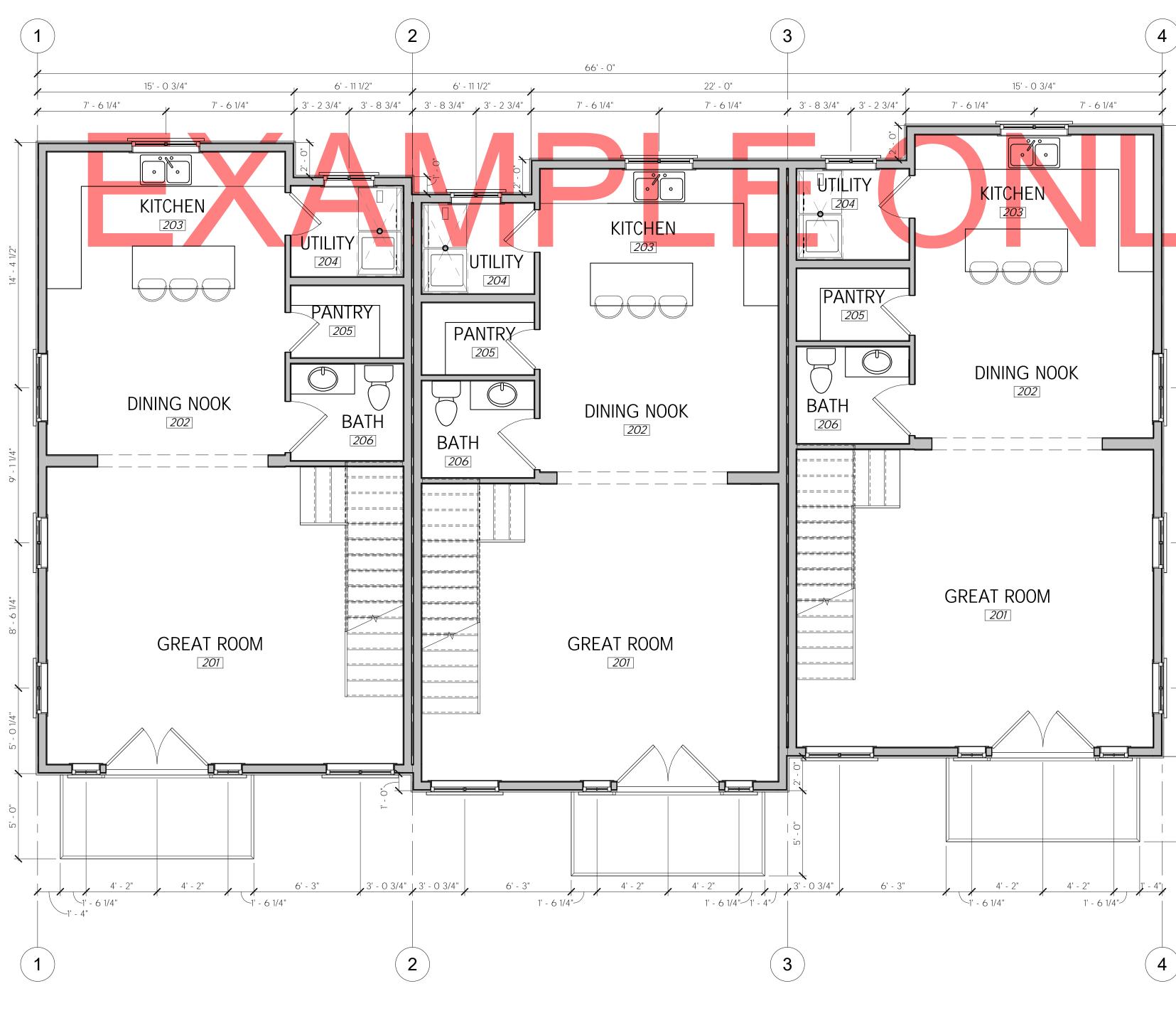




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PHONE: (801) 936-1343



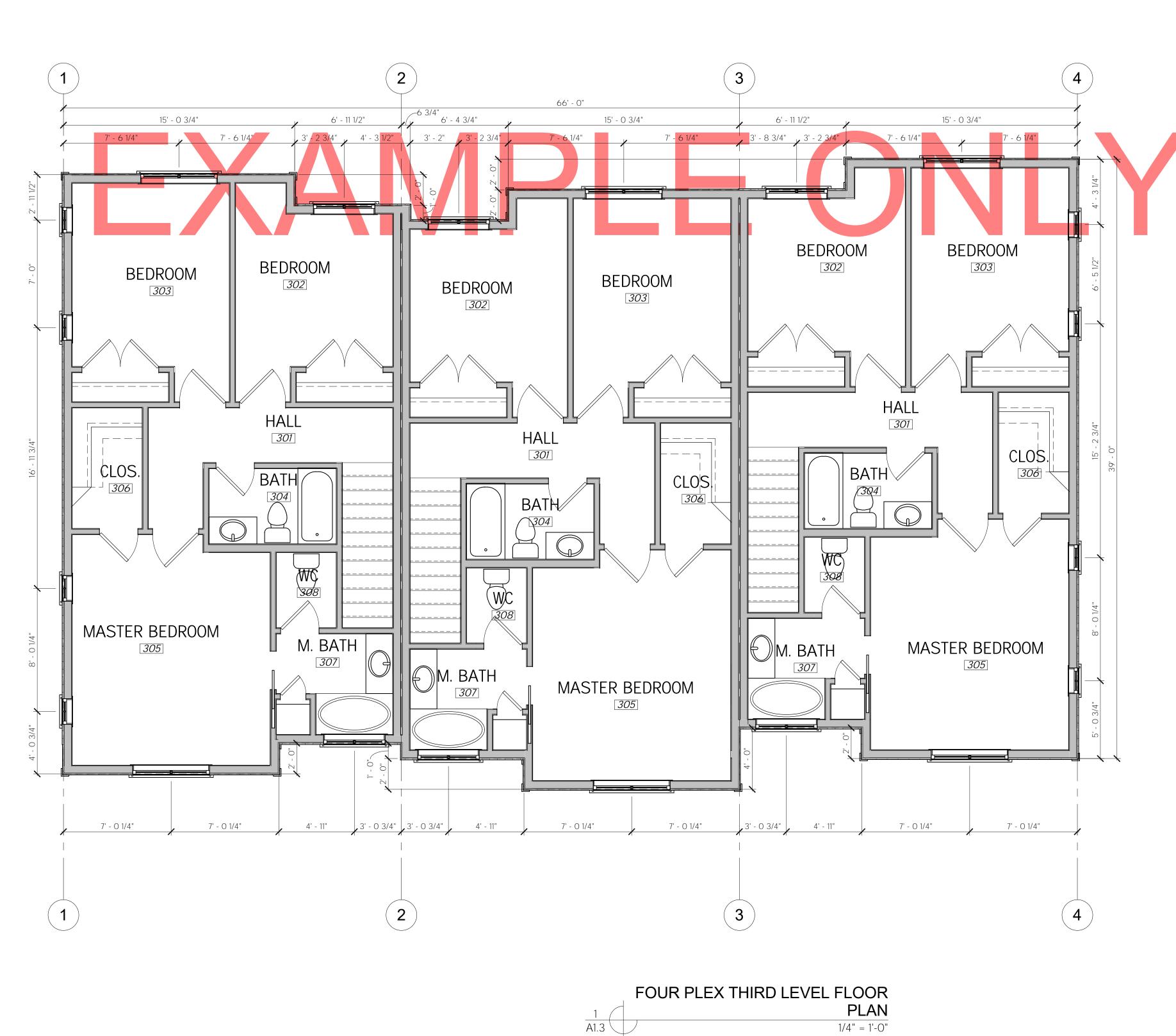
			FOUR PLEX SECOND LEVEL
1	$\left( \right)$	-	FLOOR PLAN
41.2	$\bigcirc$	$\square$	1/4" = 1'-O"

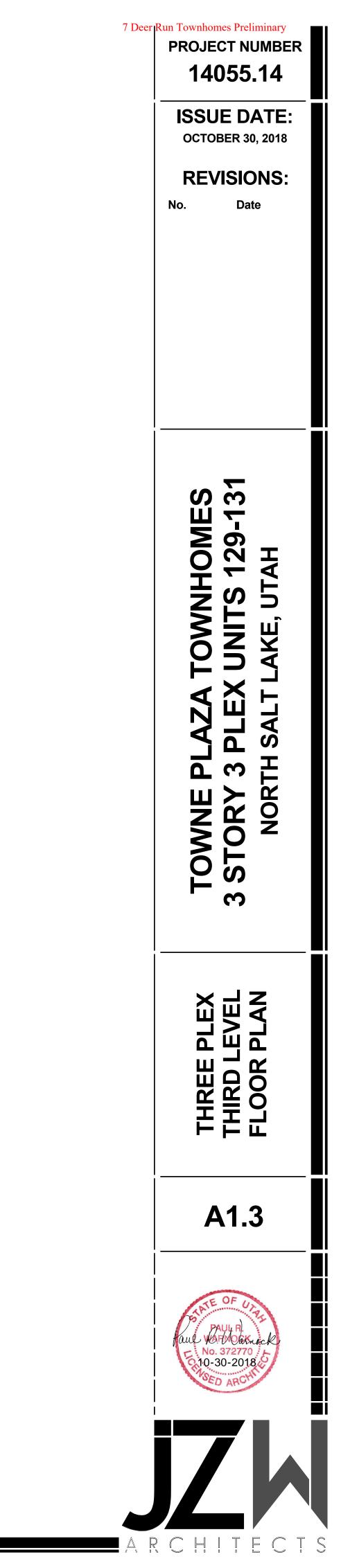
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	ISSUE DATE: OCTOBER 30, 2018 REVISIONS: No. Date
	<b>NE PLAZA TOWNHOMES</b> DRY 3 PLEX UNITS 129-131 NORTH SALT LAKE, UTAH
	3 STORY Noi
	THREE PLEX SECOND LEVEL FLOOR PLAN
R DIMENSIONS OF UNITS	A1.2
	AUL PAUL R AUL VOFMORKNOCK No. 372770 10-30-2018

NOTE: SEE SHEET A1.4 FOR

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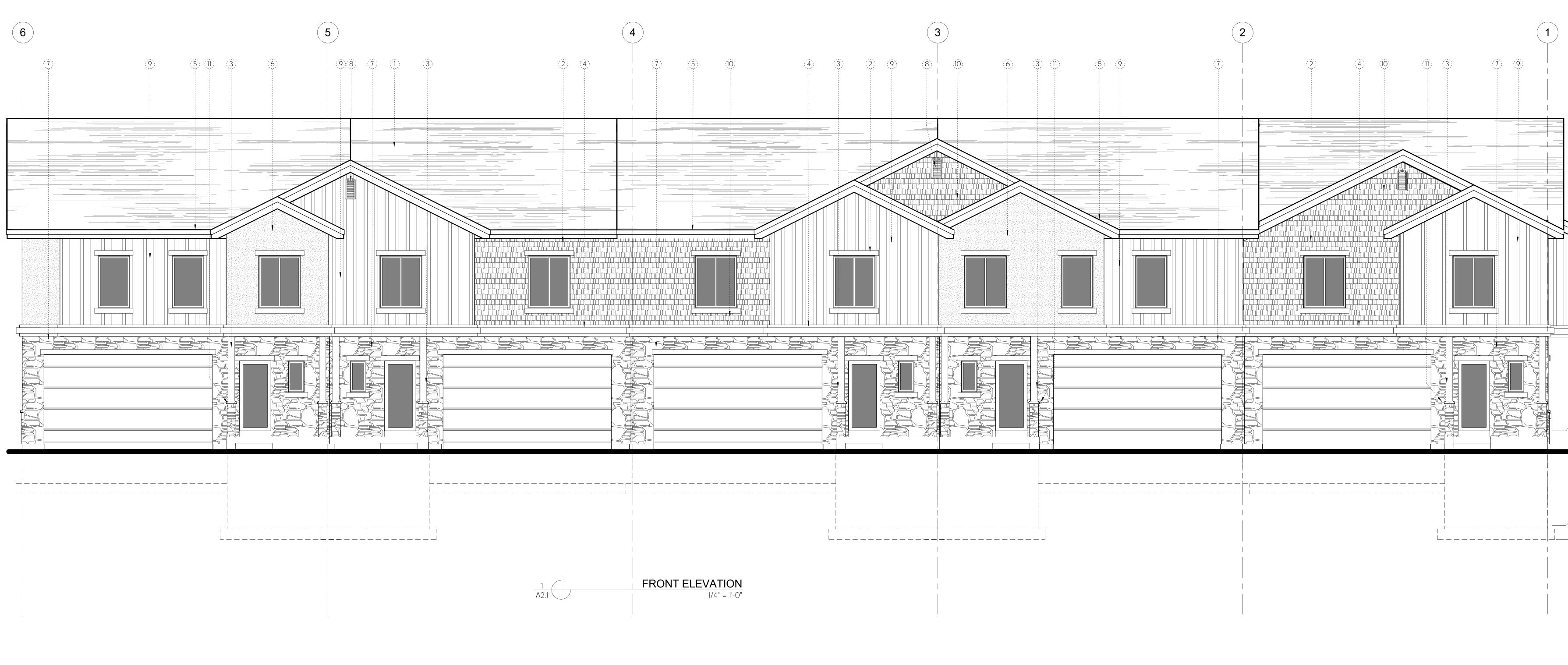




# NOTE: SEE SHEET A1.4 FOR DIMENSIONS OF UNITS

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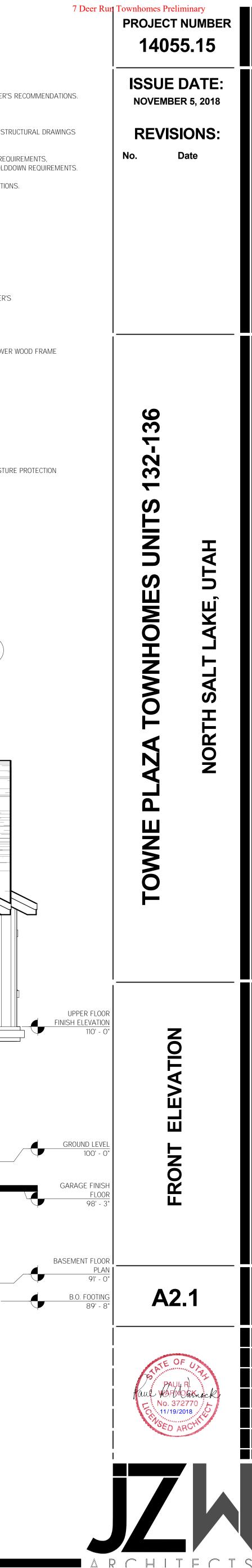
# EXAMPLE ONI \

# GENERAL NOTES

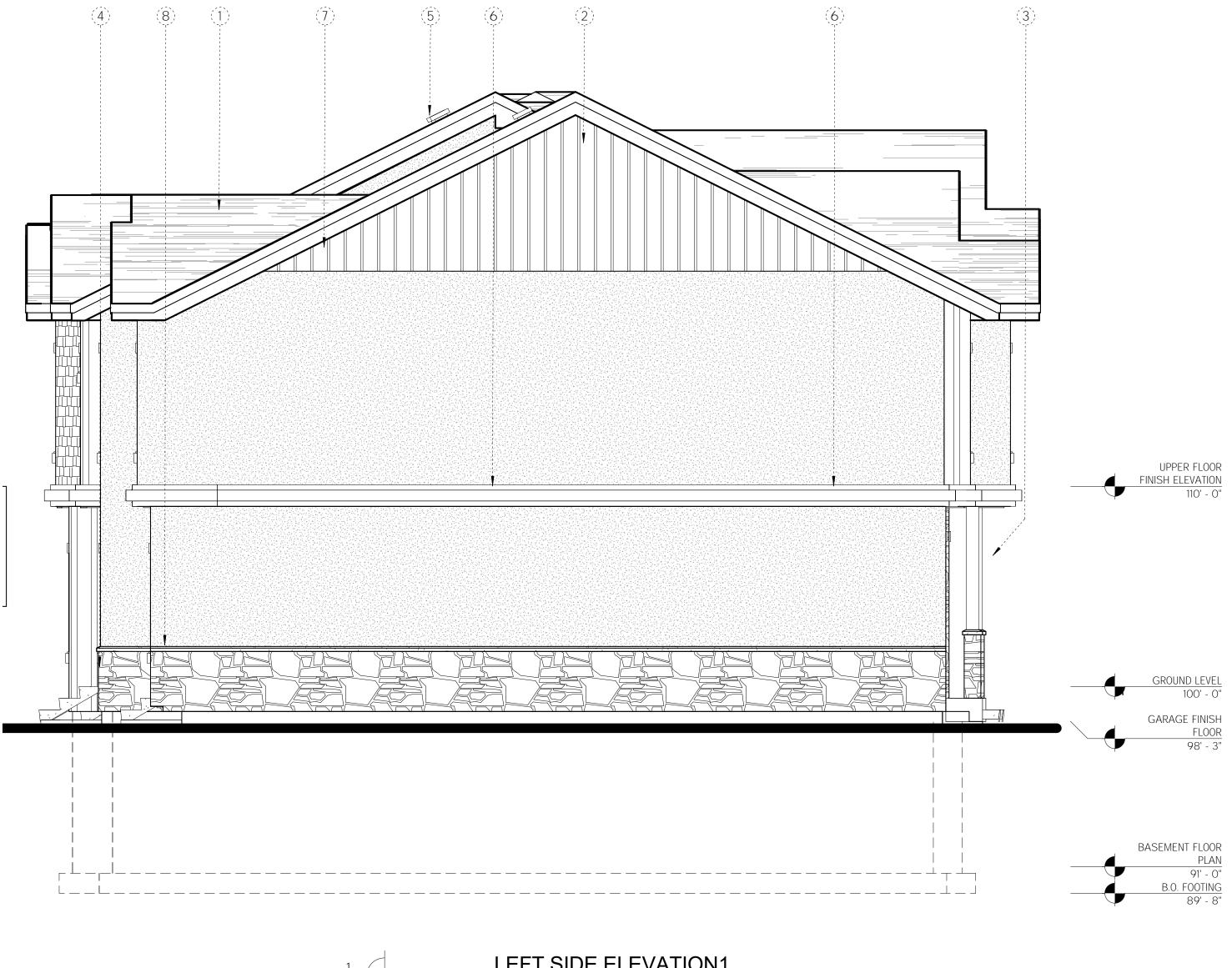
- (A) SEE GENERAL NOTES ON SHEET TI.2 FOR ADDITIONAL REQUIREMENTS
- (B) COORDINATE WINDOW HEIGHTS WITH WINDOW SCHEDULE.
- -(C) FINISH ROOF TO BE ASPHALT SHINGLES. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS.
- (D) PROVIDE RAIN GUTTERS AND DOWN SPOUTS AS REQUIRED.
- (E) COORDINATE ALL BEARING ELEVATIONS WITH ROOF FRAMING PLAN. SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL FRAMING REQUIREMENTS.
- (F) SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL STRUCTURAL REQUIREMENTS,
- INCLUDING FOUNDATION WALL SPECIFICATIONS, AND SHEARWALL AND HOLDDOWN REQUIREMENTS.
- G OWNER TO SELECT STUCCO COLOR AND TEXTURE. INSTALL AS PER ELEVATIONS.
- $(\widehat{H})$  SEE ROOF FRAMING PLAN FOR ALL ROOF SLOPES.

	KEYED NOTES
{ĵ)	ARCHITECTURAL ASPHALT SHINGLES. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS.
(2)	1" X 6" TRIM.
····· (3)	COORDINATE ALL POSTS WITH STRUCTURAL. COLUMNS TO BE PAINT OVER AND POST.
(4)	1" X 10" TRIM
(5)	ALUMINUM FASCIA AND SOFFIT
(6)	STUCCO
(7)	STONE VENEER
( <sup>8</sup> )	PROVIDE ATTIC VENTS AS REQUIRED. SEE GENERAL THERMAL & MOISTUF NOTES.
(9)	BATT AND BOARD
(1 <u>0</u> )	WOOD SHAKES

- STONE WAINSCOT CAP.

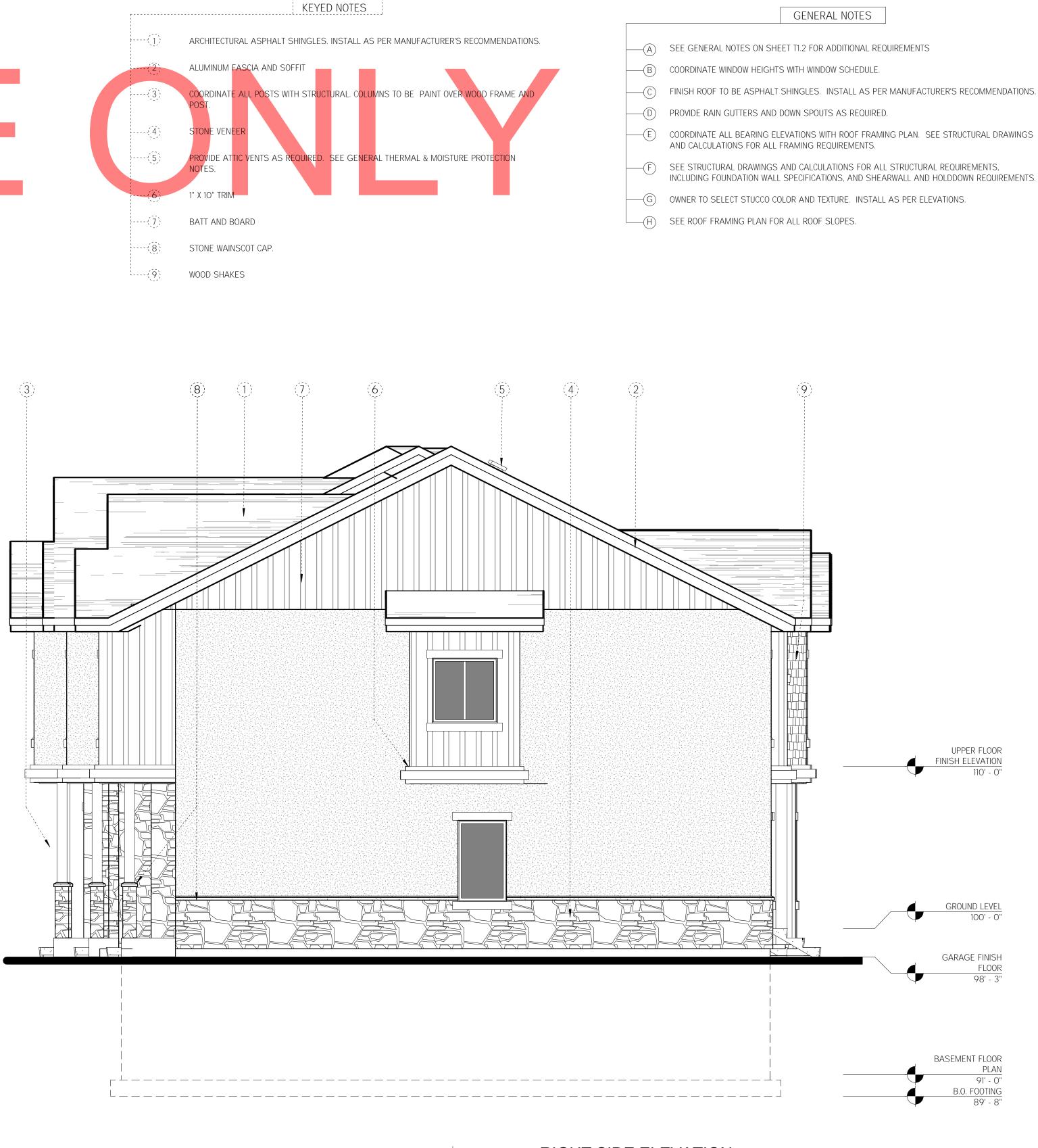






FAX: (801) 936-0180

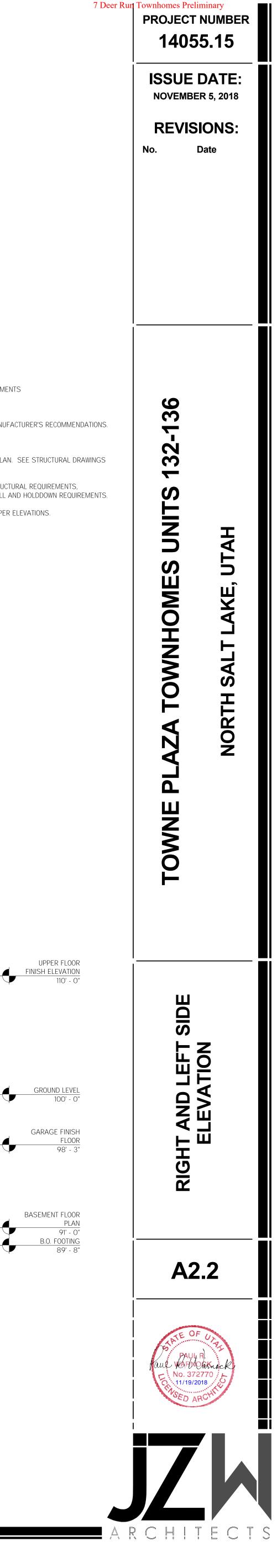




LEFT SIDE ELEVATION1 1/4" = 1'-O"

# A2.2

# **RIGHT SIDE ELEVATION** 1/4" = 1'-O"

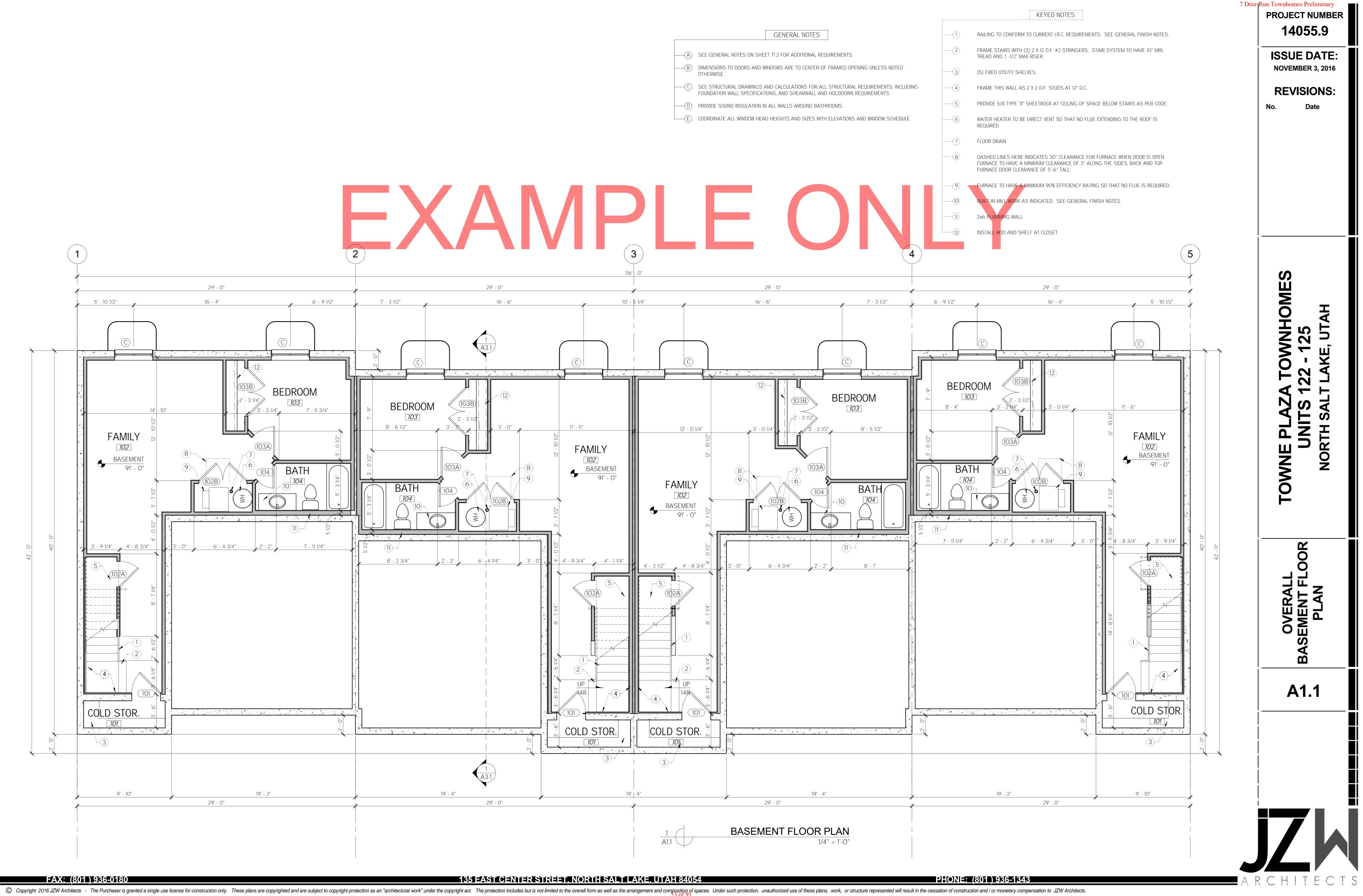


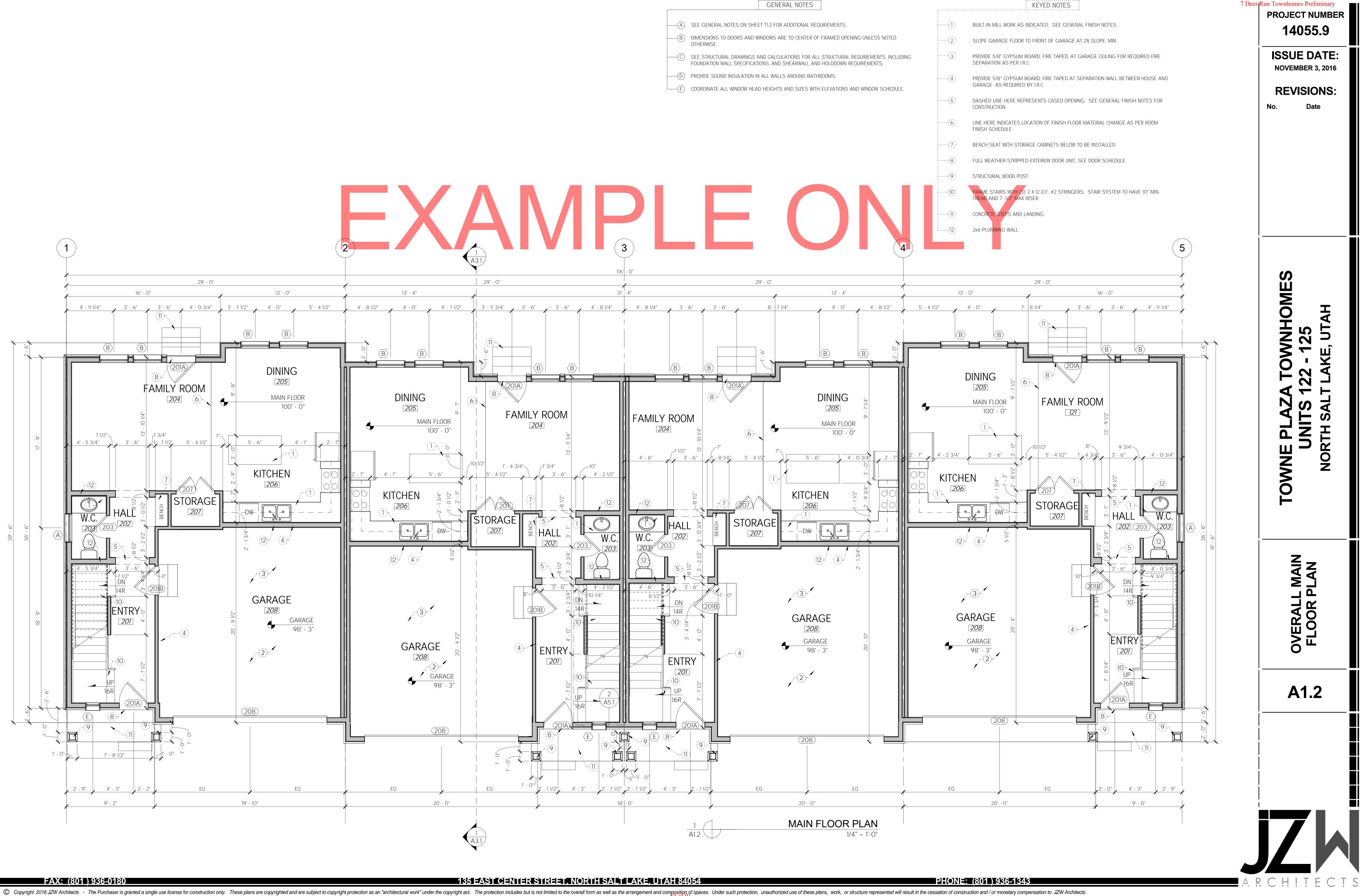




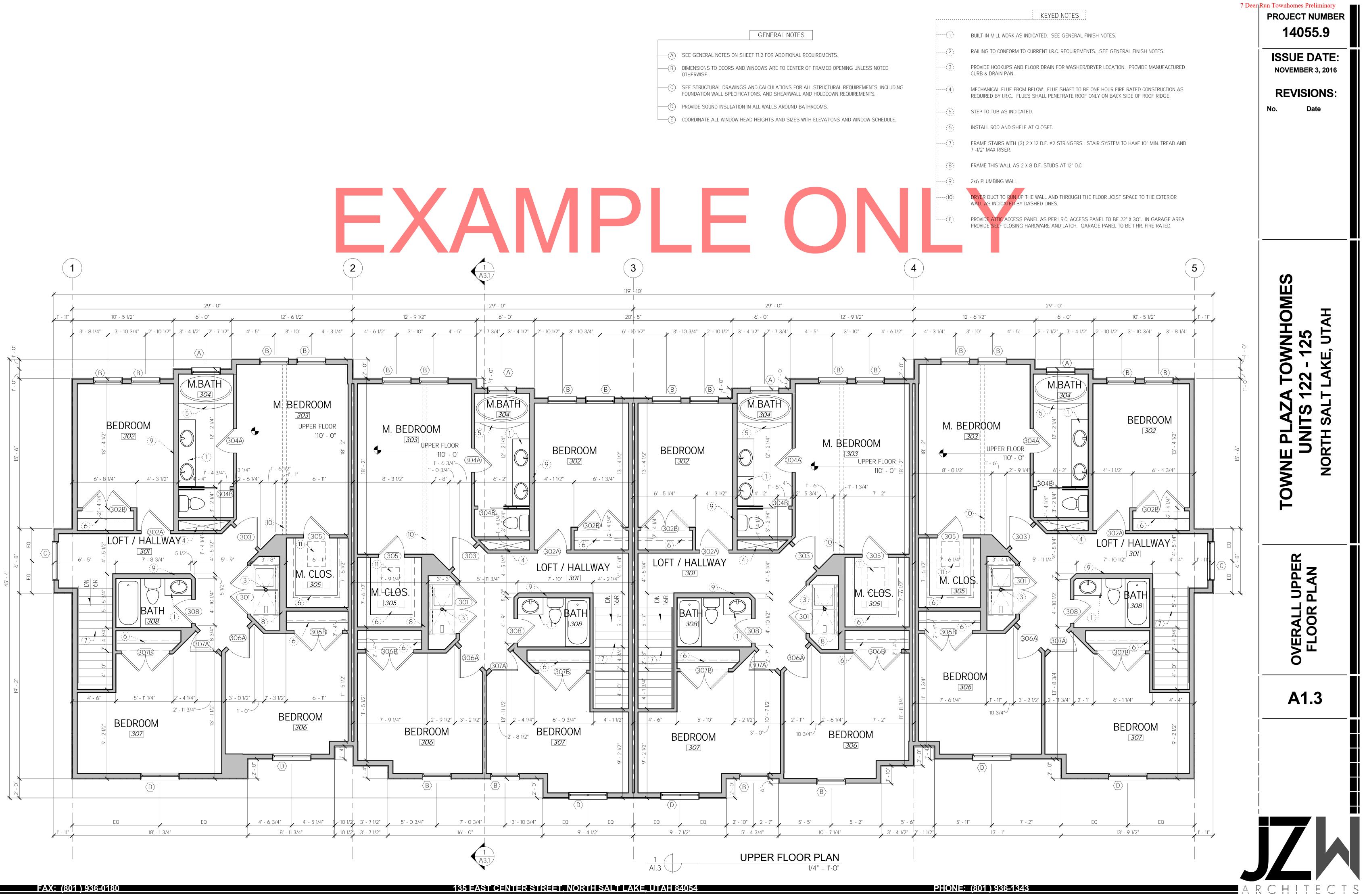
—(A)	SEE GENERAL NOTES ON SHEET TI.2 FOR ADDITIONAL REQUIREMENTS
—B	COORDINATE WINDOW HEIGHTS WITH WINDOW SCHEDULE.
	FINISH ROOF TO BE ASPHALT SHINGLES. INSTALL AS PER MANUFACTURER
—D	PROVIDE RAIN GUTTERS AND DOWN SPOUTS AS REQUIRED.
—Ē	COORDINATE ALL BEARING ELEVATIONS WITH ROOF FRAMING PLAN. SEE ST AND CALCULATIONS FOR ALL FRAMING REQUIREMENTS.
—(F)	SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL STRUCTURAL REC INCLUDING FOUNDATION WALL SPECIFICATIONS, AND SHEARWALL AND HOLD
—G	OWNER TO SELECT STUCCO COLOR AND TEXTURE. INSTALL AS PER ELEVATION
—(H)	SEE ROOF FRAMING PLAN FOR ALL ROOF SLOPES.

1		
{ <u>1</u> )	1" X 6" TRIM.	
( <u>2</u> )	1" X 10" TRIM	
(3)	STUCCO	
(4)	STONE VENEER	
(5)	BATT AND BOARD	
{(6)	PROVIDE ATTIC VENTS AS REQUIRED.	SEE









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

### AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR THE LOFTS AT DEER RUN IN SOUTH WEBER CITY

This **AMENDED AND RESTATED DEVELOPMENT AGREEMENT** (THIS Amended and Restated "Agreement") is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2021, by and between **DEER RUN INVESTMENTS, LLC** OF 784 Parkway Drive, North Salt Lake, Utah 84054 (hereinafter referred to as "Developer"), and **DEER RUN PLAZA, LLC** of 10883 South Martingale Lane, South Jordan, Utah 84095 (hereinafter referred to as "Owner"), 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, Utah 84405. Developer, Owner, and City are heretofore referred to as the "**Parties**."

#### RECITALS:

- A. Developer is the owner of approximately 3.175 acres, as more particularly described in **Exhibit A** attached hereto (the "Property").
- B. Developer previously proposed a mixed-use development which includes residential and commercial buildings, the associated streets, and other required improvements collectively known as "The Lofts at Deer Run" (the "Development"), on the Property.
- C. On June 27, 2019, the Parties entered into a Development Agreement (the "Original Agreement"), a copy of which is attached as **Exhibit X** and incorporated herein by reference, for the purpose of establishing the approved criteria required for the Development prior to approval through the City's required subdivision process.
- D. The Parties, in accordance with section 14.1 of the Original Agreement, entered into that Amended and Restated Agreement dated the 25<sup>th</sup> day of May 2021, (the "Restated Agreement"), a copy of which is attached as **Exhibit X** and incorporated herein by reference, amending and restating the Original Agreement to provide for the terms and conditions upon which the Property can be developed.
- E. Developer now proposes to modify the Concept Plan as shown on **Exhibit B** attached hereto and incorporated herein by reference.

F. City, acting pursuant to its authority under Utah Code Ann. § 10-9-101, et seq., and its land use policies, ordinances and regulations, has made certain determinations with respect to the Subdivision and, in the exercise of its legislative discretion, has elected to approve this Agreement for the purpose of specifying the obligations of the parties with respect to establishing the land use of the Property, 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 is hereby acknowledged, the Parties agree as follows:

- 1. <u>Incorporation of Recitals</u>. The foregoing Recitals and all Exhibits referenced herein are hereby incorporated by this reference and made part of this Agreement.
- 2. <u>Parties</u>. The Parties hereby acknowledge that Deer Run Plaza is no longer the Owner of the Property and is no longer relevant or a party to this transaction and that Deer Run Plaza is hereby eliminated and absolved from any future reference, rights or obligations hereunder and that any future reference to "Owner" shall hereby refer to Deer Run Investments, LLC, and/or its successors in interest and/or assigns.
- 3. <u>City Laws and Purpose</u>. 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 is adopted by a City ordinance as a legislative act and hereby amends the City laws only to the extent within the authority of City and only to the extent necessary to give Developer the effect of the rights and obligations of this Agreement where such City laws may be inconsistent with this Agreement's intent.
- <u>Subdivision Approval</u>. This Agreement does not remove the Developer from their obligation to adhere to the City's established Subdivision approval process. The developer shall comply with all time frames specified in the City Code. Approval will be based on substantial compliance with Exhibit B.
- 5. <u>Geotechnical</u>. The Development is located within the area identified in the General Plan as Sensitive Lands. As such, the Developer must comply with all provision of City Code, Title 10 Zoning Regulations, Chapter 14 Sensitive Lands Development Regulations.

- 6. <u>Sewer Capacity</u>. The Sewer Capital Facilities Plan, dated August 2017, identifies the Property as requiring 4.0 Equivalent Residential Units (ERU's) based on an assumed commercial-only land use. The City acknowledges that the Development exceeds the anticipated demand and the needed capacity will be addressed through future Capital Facilities Plans and future capital improvement projects. The Development's proportional share of the future capital improvement projects which will provide the desired capacity will be paid through the impact fees assessed when the Building Permits are issued. Building permit approval and occupancy will not be contingent upon sewer capacity.
- 7. <u>Density</u>. The Property shall be rezoned through ordinance from Commercial Overlay (C-O) to Residential Multi-Family (R7). In consideration for constructing the Development with the architectural features, layout, and other requirements in this Agreement that exceed the standard requirements of the R7 zone, the City hereby grants the Project bonus density up to 35 residential units (total), notwithstanding any other zoning requirements to the contrary. No set of townhomes may contain more than four (4) units attached in any one single building, except for Units 101-105 & 301-305 as shown on **Exhibit B**.
- 8. Lot Area. There shall be no minimum lot area required for the Development.
- 9. Location of Structures. Dwelling setbacks shall be as follows:
  - a. 10 feet minimum from any public street;
  - b. 10 feet front setback from any private street;
  - c. 10 feet side setback from any private street
  - d. 10 feet minimum from any property line; and
  - e. 10 feet minimum from any other non-attached structure.
- 10. <u>Zero Lot Line</u>. To facilitate separate ownership or leasehold of two-family, twin home, or multi-family dwellings a residential zero-lot-line setback shall be permitted. In no case shall a zero-lot-line setback be allowed adjacent to a property line that is not part of the subdivision.
- 11. <u>Maximum Structure Height</u>. No townhome unit shall exceed thirty-eight (38) feet in height when (a) measured from the lowest point (b) of the front perimeter finished grade (c) adjacent to the exterior foundation wall (d) of a specific townhome unit (e) to the highest point of its pitched roof (f) of that same townhome unit. Measurements shall not be taken from within window wells, if any.
- 12. <u>Private Rights of Way and Pedestrian Pathways</u>. Developer shall be entitled to use Private Roadway Street Section B with only one (1)-6' wide sidewalk adjacent

to the right of way, so long as a second sidewalk services the front facade of the residences and connects to a public right of way without having to cross a road. Private alleyways/driveways shall be 32' wide from building to building. All guest parking must have adjacent connections to the pedestrian rights of way through means of pedestrian walking path or sidewalk.

- 13. <u>Special Conditions</u>. The Parties hereby acknowledge agree Development shall meet all conditions found within South Weber City Code 10-5C-10. Open space shall be accessible to the residents of the Development and configured in a manner to promote outdoor leisure.
- 14. Landscaping Requirements. At least 15% of the total site shall be thoroughly landscaped and meet the requirements of Title 10 Chapter 15 of South Weber City Code. A six (6) foot tall solid vinyl, masonry, or equivalent fence shall be required between the development and all lower density residential zones and along the Davis Weber Canal. Fencing shall be rated to withstand the proper wind load dictated in South Weber City Standards.
- 15. <u>Design Standards</u>. The Development shall be subject to an architectural site plan review as outlined in South Weber City Code 10-12-3. Finishes of the exterior of the buildings will be subject to the following conditions:
  - a. **Exterior Finishes.** All structures within the development shall use durable materials on exterior finishes, including brick, stone, Hardie board, architectural metal, or engineered wood on all four (4) of the building's facades. Aluminum or vinyl siding shall not be used as an exterior finish. Exterior finishes shall be substantially similar to **Exhibit C**.
  - b. **Architectural Variation.** The structures within the development shall provide variable articulation in their design. Articulation shall be required on each side of the structures.
  - c. Garage Dimensions. Individual garages shall be constructed to reasonably accommodate two standard vehicles, measured no less than 22 feet in width and length. The developer shall be required to utilize 18foot garage doors.
  - d. **Driveways.** In areas of the development that use single driveways to access one unit, driveways shall be no less than 20 feet in length to the back of the sidewalk.
  - e. Roof Style. Roof design shall not include the use of flat roofs.
- 16. Home Owners Association Rental Regulation. The development shall be required to include within the Covenants, Conditions and Restrictions provisions to limit the number of rental (regardless of length of term) units allowed, and includes the right to enforce rental restrictions if they are not enforced by the Home Owners Association. The provisions shall be to allow no more than 25% of

the available units to be rented. Short-term rentals shall be subject to South Weber City Code 10-18.

- 17. **Garbage Collection.** Due to the layout constraints the development shall provide adequate garbage collection solutions to limit impact to travel lanes. This can include but is not limited to single large waste collection locations.
- 18. <u>Parking</u>. In order to accommodate the parking needs of the residential users within the Development, the Development shall provide 26 guest parking stalls. All other provisions of Title 10, Chapter 8 of South Weber City Code shall apply and shall be in full force and effect.
- 19. <u>Detention Basin</u>. A detention basin is required in order to control the flow of storm water leaving the site. The basin is the sole responsibility of the Development and will be privately owned and maintained. However, the sizing, design, location and construction of the basin must comply with City Code and City Standards.

#### 20. Successors and Assigns.

15.1 <u>Binding Effect</u>. This Agreement shall be binding upon the successors and assigns of the Parties. Owners 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.

15.2 <u>Assignment</u>. Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any other Party, individual, or entity without assigning the rights as well as the 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.

21. <u>Default</u>. In the event either Party fails to perform its obligations hereunder or to comply with the terms and commitments hereof, 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:

16.1 all rights and remedies available at law and in equity, including but not limited to injunctive relief, specific performance, and/or damages;

16.2 to cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and

16.3 the right to withhold all further approvals, licenses, permits, or other rights associated with any activity or development described in this Agreement until such default is cured.

- 22. <u>Court Costs and Attorneys' Fees</u>. 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.
- 23. <u>Notices</u>. 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:



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

#### 24. General Terms and Conditions.

19.1 <u>Amendments</u>. 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.

19.2 <u>Captions and Construction</u>. 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.

19.3 <u>Term of Agreement</u>. The term of this Agreement shall be for a period of five (5) years following the date of its adoption.

19.4 <u>Agreement to Run with the Land</u>. 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. This Agreement shall be construed in accordance with the City Laws. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Davis County, Utah.

19.5 <u>Legal Representation</u>. 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.

19.6 <u>Non-Liability of City Officials</u>. 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.

19.7 <u>Entire Agreement</u>. This Agreement, together with the exhibits hereto, integrates all of 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.

19.8 <u>No Third-Party Rights</u>. 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. 19.9 <u>Force Majeure</u>. 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.

19.10 <u>Severability</u>. 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.

19.11 <u>Waiver</u>. No waiver of any of the provisions of this Agreement shall operate as 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.

19.12 <u>Governing Law</u>. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

19.13 <u>Exhibits</u>. Any exhibit to this Agreement is incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit.

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.

#### "Developer" and/or "Owner" DEER RUN INVESTMENTS, LLC

By:			
Title:			

Witness the hand of said grantors, this \_\_\_\_ day of \_\_\_\_\_, 2022.

Deer Run Investments, LLC

State of Utah ) ) ss County of Davis )

On this \_\_\_\_\_day of \_\_\_\_\_\_, 2022 personally appeared before me, \_\_\_\_\_\_signer of the foregoing instrument, who duly acknowledged that he/she is the \_\_\_\_\_\_\_ of Deer Run Investments, a Limited Liability Company and signed said document in behalf of said Deer Run Investments, LLC, 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 Commission Expires:
OUTH WEBER CITY
3y:
Witness the hand of said grantors, this day of, 2022.
State of Utah ) ) ss
County of Davis )
On this day of, 2022 personally appeared before me, signer of the foregoing instrument, who duly acknowledged that he/she
s theof Deer Run Investments, a Limited Liability Company
and signed said document in behalf of said Deer Run Investments, LLC, by authority of
ts 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 Commission Expires:



### EXHIBIT "A" THE LOFTS AT DEER RUN BOUNDARY DESCRIPTION

A part of Lot 2, Deer Run Estates Unit No. 5. And A part of the Southwest Quarter of Section 36, T5N Range 1 West Salt Lake Base and Meridian Beginning at the intersection of the Southeasterly right of way line of the Davis and Weber Canal, and the West right of way line of the Frontage Road said point being 555.59 feet South 89°58'06" East along the Section line; and 296.80 feet South 00°02'01" West from the West Quarter Corner of said Section, and running thence two (2) courses along said West right of way line as follows: (1) Southerly along the Arc of a 626.80 foot radius curve to the right a distance of 45.54 foot radius point bears South 89°38'52" West, (Central Angle equals 04°09'47", and Center Bears South 89°38'52" West); and (2) South 04°12'50" West 541.15 feet to the North right of way line of 7950 South Street, being a point of curvature; thence two (2) courses along said North right of way line as follows: (1) Southwesterly along the arc of a 20.67 foot radius curve to the right a distance of 29.83 feet (Central Angle equals 82°40'37", and Long Chord bears South 45°33'08" West 27.31 feet) to a point of non-tangent curvature of which the radius point lies South 03°06'39" East; and (2) Westerly along the arc of a 197.04 foot radius curve to the left a distance of 50.55 feet (Central angle equals 14°42′01″, and Long Chord bears South 79°32′20″ West 50.42 feet) to the West line of said Lot 2; thence North 28°31'06" West 234.73 feet along said West line to the Northwest corner of said lot marked by a rebar with no cap; thence North 87°57′40" West 116.31 feet along the North line of said Deer Run Estates Unit No. 5 to said Southeasterly right of way line of said Canal; thence six (6) courses along said Southeasterly right of way line as follows: (1) North 17°15'00" East 118.53 feet; (2) North 07°55'00" East 144.20 feet; (3) North 33°15'00" East 44.30 feet; (4) North 53°01'00" East 35.40 feet; (5) North 67°01'00" East 219.00 feet; and (6) North 83°46'00" East 29.50 feet to the POINT OF BEGINNING. Containing 2.9140 acres, more or less.

TOGETHER WITH A part of the Southwest Quarter of Section 36, T5N Range 1 West Salt Lake Base and Meridian Beginning at the intersection of the Northwesterly right of way line of the Davis and Weber Canal, and the West right of way line of the Frontage Road said point being 535.54 feet South 89°58′06″ East along the Section line; and 143.69 feet South 00°02′01″ West from the West Quarter Corner of said Section, and running; thence two (2) course along said Northwesterly right of way line as follows: (1) South 89°46′00″ West 45.57 feet; and (2) South 67°01′00″ West 60.99 feet; thence North 00°11′51″ East 51.08 feet; thence East 6.00 feet; thence North 52.00 feet; thence West 6.00 feet; thence North 64.67 feet; thence South 89°58′06″ East 44.68 feet to said Westerly right of way line of Frontage Road, being a point of non-tangent curvature of which the radius point lies South 61°19′57″ West; thence Southerly along the arc of a 626.80 foot radius curve to the right a distance of 154.95 feet (Central Angle equals 14°09′52″, and Long Chord bears South 21°35′07″ East 154.56 feet) along said Westerly right of way line to the POINT OF BEGINNING. Containing 11,372 square feet more or less.

# DRAFT



EXHIBIT "B"

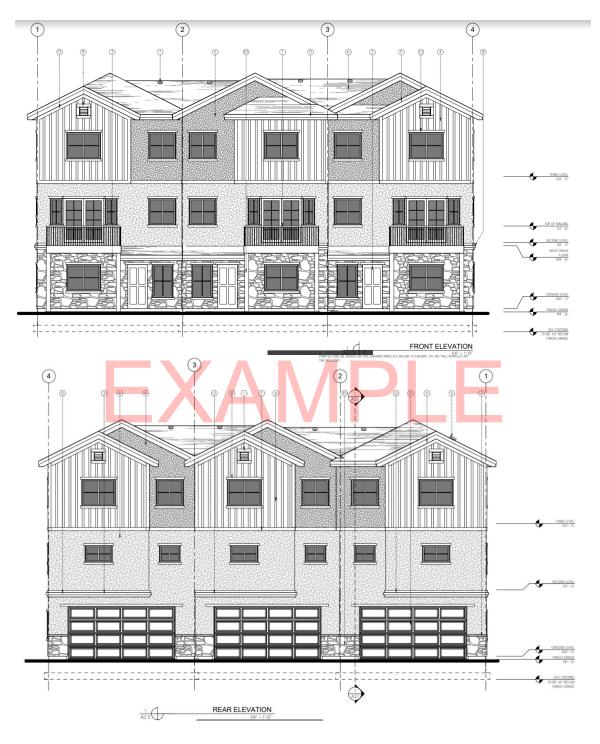


EXHIBIT "C"

## 7 Deer Run Townhomes Preliminary

#### KEYED NOTES

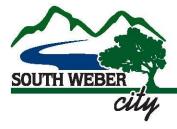
-	
(-)	SEE FLOOR PLANS AND GENERAL NOTES FOR RAILING REQUIREMENTS.
(7)	FRONT ENTRY DOOR LINIT AS PER DOOR SCHEDULE
(3)	STONE VENEER
@	EATT AND BDARD
(5)	STUCCO
(6)	ARCHTECTURAL ASPHALT SHINGLES. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS.
	ROOF VENT - REFER TO ROOF PLAN
(2)	1" # 10" TRM
(9)	STEP FOOTING AND FOUNDATION AS INDICATED.
@	COORDINATE ALL POSTS WITH STRUCTURAL. COLUMNS TO BE PAINT OVER WOOD FRAME AND POST
(ŝ)	ALUMINUM FASCIA AND SOFFIT
@	1° X 65' TRIM
@	FIBER CEMENT TRIM AROUND WINDOWS AND DOORS.

#### SEE GENERAL NOTES ON SHEET TI2 FOR ADDITIONAL REDUREMENTS COORDINATE WINDOW HEIGHTS WITH WINDOW SCHEDULE. FINISH ROOF TO BE ASPHALT SHINGLES. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS. MATCH PROVIDE RAIN GUTTERS AND DOWN SPOUTS AS REQUIRED CORRINATE ALL BEARING ELEVATONS WITH ROOF FRAMING PLAN. SEE STRUCTURAL DRAWINGS AND CALCULATIONS TOR ALL FRAMING REQUERTMENTS. SEE STRUCTURAL DRAWINGS AND CALCULATONS FOR ALL STRUCTURAL REQUERTMENTS, INCLUDING FOUNDATION INAL SPECIFICATIONS, AND SHARIMALL AND HOLDINI REQUERTMENTS.

GENERAL NOTES

G SEE ROOF FRAMING PLAN FOR ALL ROOF SLOPES.

# RA



# 8 ORD 2023-02 Amending Residential Multi-Family Zone

1600 E. South Weber DriveSouth Weber, UT 84405www.south

www.southwebercity.com

801-479-3177 FAX 801-479-0066

To:	Planning Commission
From:	Trevor Cahoon, Community Services Director
Re:	Public Hearing and Action on: Ordinance 2023-02: Amendments to Residential Multi- Family (R-7) to Residential Multi-family (R-5), Adoption of Strategic Growth Overlay Zone (SG), and Rezone Parcels 13-018-0084 & 13-034-0068 from (R-7) to (R5-SG).

#### ACTION

Public Hearing and Action on: Ordinance 2023-02: Amendments to Residential Multi-Family (R-7) to Residential Multi-family (R-5), Adoption of Strategic Growth Overlay Zone (SG), and Rezone Parcels 13-018-0084 & 13-034-0068 from (R-7) to (R5-SG).

#### **ORDINANCE REVIEW**

In the November Planning Commission meeting the Planning Commission discussed the creation of an overlay zone to help encourage quality construction. Throughout the conversation the Commission discussed what things they would like to regulate and require to allow for increased density. Based upon that discussion Staff has drafted an ordinance for a Strategic Growth Overlay zone and made amendments to all areas of the code that reference to the R7 zone to now say R5.

Planning Commission will now make a recommendation on the Amendments to the R-7 Zone, Creation of the SG Overlay Zone and subsequent Rezones of current properties that have the R-7 Designation but do not have any construction within the property. This rezone does not affect any applications that were received or approved prior to the amendment of this ordinance.

Upon review of other ordinances, it was noticed that the Planned Unit Development (PUD) conditional use was removed inadvertently from the land use matrix. This was confirmed after conversations with the Code Committee and City Manager David Larson. Because the land use matrix is included in this ordinance, staff would recommend an amendment to include PUD as a conditional use in all residential zones (A, R-L, R-LM, R-M, R-P, and R-5). This recommendation comes at the discretion of the Planning Commission to make, up to the City Council.

#### BACKGROUND

The City Council when approving the Final Plat for the South Weber Gateway project, instructed the Cod Committee to consider zoning text amendments to facilitate the development in amending the approved final plat to allow for a townhome development for individual ownership. The items that were brought forward by City Staff as areas that prohibited this type of development included the following:

- The exclusion of provisions surrounding zero lot line developments.
- The absence of a dwelling, townhome definition within the code.

• The inclusion of setback provisions that oriented buildings based on lot configuration and not on orientation of the buildings toward a right-of-way.

As the Code Committee reviewed the R-7 zone, it became clear that the ordinance was written with parameters in a similar fashion to a single-family zone thus making it difficult to plan a multi-family development. The reason that these inconsistencies were not noticed in other developments lies in the fact that other projects utilized the Planned Unit Development conditional use section of our code. The South Weber Gateway was the first project to follow development guidelines strictly under the R-7 zoning code.

As conversation progressed within the Code Committee other areas of concern toward multi-family developments were discussed in relation to the R-7 code and future development. While it is still a desire to limit the use of this zone, the Code Committee discussed various housing types that would be more appealing to future development other than traditional townhome, high-rise, or garden style apartments. Through the conversation the Committee identified the main issue with multi-family housing is the visual appeal and congruence of form with surrounding single-family units already established within the area. To answer these concerns two concepts were discussed, type of housing unit and design standards.

In the case of design standards, the State of Utah has limited the City's Ability to impose design standards upon single-family developments. It does not prohibit a city from imposing design standards on multi-family units. Therefore, if the city wishes to pursue developing a design standard for multi-family housing this is a possibility. Townhomes are the outlier within this context because although there is more than one unit within the building, state code does identify these units as single-family attached developments. Within the state code there is a provision to allow a city to impose a design standard on single family developments if the code allows for a density incentive utilizing an overlay zone. This would mean that if the city were to allow a developer to have more density than a zone would typically allow then we would be able to impose design standards for the development.

With this line of thinking if the city were to seek for particular multi-family or single-family units by offering more density then we would be able to dictate the form of the units themselves. The Code Committee then discussed the possibility of reducing the allowed density within the R-7 zone to 5 units an acre and offering an incentive of 7 units and acre then the city may be able to better control the type of development that is found within the city.

For example, including smaller single-family housing complexes like Cottage Courts. In these types of development, we would offer a higher density for the creation of single-family homes with smaller lots on a shared court. Some items to discuss would be how many units an acre we would want to encourage and the style of development.

Mansion style apartments or condos was another housing concept that was attractive to the Code Committee. Allowing a building to look like a large single-family home, but housing 4-7 units within the home. So that appearance would be single family while providing more variety and density of housing.

While the idea is new and needs more work to determine the viability of the incentive, the prospect of this update with an eye toward the Moderate-Income Housing Updates becomes an idea that can

provide a better development and use of land within the future. Further discussion on whether it is viable to reduce the R-7 zone's density further and then offer the now current density as incentive would provide the desired outcome would be important for the Planning Commission to discuss.

At this stage it has become necessary to get the feedback from the Planning Commission on the potential changes the R-7 zone and receive their recommendations on what to include in the draft ordinance. The following table breaks down the changes proposed by the Code Committee for the Planning Commission review.

After a discussion in Planning Commission on September 15, the Commission gave the following directions to staff to update the code in the following ways:

- Update the definitions as recommended
- Allow townhouses as a permitted use
- Maintain density at 7 units an acre, but explore in a future update overlay zone
- Establish a minimum lot area and minimum lot width
- Utilize sections for zero lot lines and setback orientation for share common space as recommended
- Alter front setback lines to 25 feet to accommodate for large vehicles
- Include diagrams to demonstrate setback requirements

Staff has made updates based on the recommendations from the Planning Commission. The only exception is including a minimum lot area. Staff would recommend that having a minimum lot width would be sufficient to dictate design aesthetic and would allow for more flexibility of design than restricting a minimum lot area. This is something that the Planning Commission could recommend be included back in the ordinance.

The Planning Commission met on October 13 to discuss the draft ordinance and make their recommendation to City Council. In a 3-0 discission by the Planning Commissioners present a recommendation was made to approve the drafted changes to the Residential Multi-family zone, and recommend the council begin the process in the creation of overlay zones to address design standards in accordance with Utah State code.

In a discussion item with the City Council on October 25, the Council expressed a desire for the Planning Commission to have a more in-depth discussion on the reduction of density within the R-7 zone to 5 units per acre and the creation of draft ordinance for an overlay zone to grant bonus density of up to 2 units and the implementation of design standards. The Council feels that the exploration of creating an overlay zone now would be pertinent to protect the interests of the city in facilitating development standards for projects in South Weber.

Planning Commission reviewed the ordinance in the December Planning Commission and felt it was ready to make the recommendation.

#### ORDINANCE 2023-02

#### AN ORDINANCE OF THE SOUTH WEBER CITY COUNCIL AMENDING RESIDENTIAL MULTI-FAMILY (R-7) TO RESIDENTIAL MULTI-FAMILY (R-5), ADOPTING A STRATEGIC GROWTH OVERLAY ZONE (SG), AND REZONING PARCELS 13-018-0084 & 13-034-0068 FROM (R-7) TO (R5-SG).

**WHEREAS,** the South Weber City Council wishes to make changes to the Residential Multi-Family Zone to facilitate individual ownership of townhome style developments; and

**WHEREAS,** the South Weber City Council desires to facilitate strategic development in specific areas along the South Weber Drive Corridor; and

**WHEREAS,** the repeal of the Residential Multi-family Seven Zone (R-7) and adoption of the Residential Multi-Family Zone (R-5) and Strategic Growth Overlay Zone (SG) facilitates the need to rezone a portion of parcels 13-018-0084 and 13-034-0068; and

WHEREAS, a public hearing was held before the Planning Commission on the 12<sup>th</sup> day of January, 2023; and

**WHEREAS,** after careful review the Planning Commission recommended approval of this zoning text amendment and rezone; and

WHEREAS, the Cit Council fte conside ng the ormati n available al ng with the recommendation, nds rezulting stent v th the City's General oper de ribed Plan and determined that if s in he be e Ci v to approve t e change of zoning; inte

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of South Weber City, State of Utah:

**Section 1. Repealing Article.** Title 10 Chapter 5 Article C Residential Multifamily Seven Zone (R-7) of the South Weber City Code is hereby repealed.

Section 2. Amendment. Title 4 Chapter 8 Section 3 Definitions shall be amended to include:

RESIDENTIAL AREA,	Any area of the city with a zoning designation of
RESIDENTIAL ZONE:	Agricultural (A), Residential Low Density (R-L), Residential
	Low-Moderate Density (R-LM), Residential Moderate
	Density (R-M), Residential Patio (R-P), Residential Multi-
	Family Five (R-5) under title 10 of this code and the
	abutting public streets and public premises.

Section 3. Amendment. Title 10 Chapter 1 Section 10 Definitions shall be amended to include:

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Zero Lot Line Setback: The location of a structure on a lot in such a manner that one or more of the structure's sides rests directly on a lot line.

Dwelling, Townhouse: A one-family dwelling unit, with a private entrance, which is part of a structure whose dwelling units are attached horizontally in a linear arrangement, with no more than four (4) units per structure.

YARD: A space or lot other than a court, unoccupied and unobstructed from the ground upward.

YARD, FRONT: Any yard between the front lot line or street right-of-way boundary line and the front line of the main building; any yard meeting the minimum frontage requirements of the applicable zone may be designated as the front yard. See section 10-1-11, appendix A of this chapter.

YARD, REAR: A yard between the rear lot line or neighboring setback line and the rear line of a main building.

YARD, SIDE: Any yard between the side lot line or neighboring setback line and the side line of the main building extending from the front yard to the rear yard. See section 10-1-11, appendix A of this chapter.

SETBACK: The shortest horizontal distance between the structure or part thereof for single family dwelling or other main building.

Section 4. Amend ent. Tit 10 Ch Follows:	apter	See	cti n	0A	Lar	Use	Mat	rix s	all b	e am	ende	d as
	С	СН	CR	LI	т	NR	Α	RL	RL M	R M	RP	R5
Accessory Building	Р	Р	С	С	Р	Р	Р	Р	Р	Р	Р	Р
Accessory Use	Р	Р	С	С	Р	Р	Р	Р	Р	Р	Р	Ρ
Agriculture	Р	Р	С				Р	Р	Р	Р	Р	Ρ
Agricultural Building	Р	Р	С				Р	Р	Р	Р	Р	Ρ
Animal Keeping							Р	Р	Р	Р		
*Assisted Living Facility	Р								С	С	С	С
Beauty and Barber Services	Р	Р										
Building, Public	Р	Р	С	С	Р	Р	С	С	С	С	С	С
Business Services and Professional Offices	Р	Р		С	Р							
Cannabis Cultivation Facility**					С							
Cannabis Production Establishment**					С							

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Commercial Storage				С	Р							
*Communications Tower	С	С	С	С	С	С	С	С	С	С	С	С
Construction Services				С	С							
Contractor's Office/Storage Yard				С	С							
Day Care, Commercial	С											
Day Care, Home							С	С	С	С	С	С
Drive-Through Facility	С	С										
Drycleaning Or Laundry Services	С	С		С								
Dwelling, Accessory Unit (Internal)**							Р	Р	Р	Р		
Dwelling, Accessory Unit for Owner or Employee				С	Р							
Dwelling, Condominium												Ρ
Dwelling, Multi-Family												Р
Dwelling, Single-Family							p	٢	٢	Р	Р	Р
Dwelling, Townhouse	K											Ρ
Dwelling, Twin Home								С	С	С	С	Р
Dwelling, Two-Family								С	С	С	С	Р
Dwelling Unit, Manufactured								С	С	С		С
Electronic Communications Facilities and Equipment	С	C	C	С			С					
Excavation or Extraction						С						
Family Food Production or Farm Animals							Р	Р	Р	Р		
Farm Industry	1		С				Р					
Farm Stand							Р	Р	Р	Р	Р	Р
Farmer's Market	С	С										
Gasoline Service Stations	С	С										
Golf Course			С			С						
*Group Home	С											

*Group Home, Residential Facility for Elderly Persons	С							С	С	С	С	С
*Group Home, Residential Facility for Persons with a Disability	С							С	С	С	С	С
Gun Range, Indoor	С	С		С								
Home Occupation							Р	Р	Р	Р	Р	Р
Hotel		С										
Kennel, Commercial	С			С	С		С					
Kennel, Sportsman's or Hobby							С	С	С	С		
Manufacturing, Light				С	Р							
Medical, Dental and Related Health Services	Р	Р										
Medical Laboratory	С	С		С	С							
Mobile Business	С	С	С									
Nursery, Garden Center	С	С			Р	Р	С					
Personal Care Service	Р	Р										
Public Use		С			Р	Р	С	С	С	С	С	С
Public Utility				С	Ρ	Р	С	С	С	С	С	С
Quasi-Public Use	Р	Р	С	С	Р	Р	С	С	С	С	С	С
Recreation Center	С	С	С									
Recycling Collection Center				С	С							
Recycling Processing Facility				С	С							
Retail Sales and Services	Р	Р										
Retail Sales and Services (Community Commercial)	Р	Р										
Retail Sales and Services (Regional)	Р	Р										
Restaurant	Р	Р										
Self-Service Storage	1			С	Р							
Service Accessory Use							С	С	С	С		
Service Station	С	С										

Sexually Oriented Business					С							
Short Term Rental							С	С	С	С	С	С
Stable, Private							Р	Р	Р	Р		
Stable, Public			С				Р					
Temporary Building Incidental to Construction	С	С		С	Р	Ρ	Ρ	Р	Ρ	Ρ		
Temporary Use	С	С										
Transient Lodging												
Vehicle and Equipment Repair (Major)		С		С								
Vehicle and Equipment Repair (Minor)		С		С								
Vehicle and Equipment Sale and Rental		С										
Warehousing				С	Р							
Wholesale Trade or Distribution				С								
Wind Energy Systems, arge						P						
Section 5. Adopting new a sicle Titl nereby adopted as attached in Eshib		Char	er s	A	cle	Resi	ident	ial I	ulti-l	Fami	ly Zoi	ne (R

**Section 6. Amendment:** Title 10 Chapter 15 Section 2 General Requirements shall be amended to read as follows:

A. Required: All land approved for development in the city shall be constructed as required by city ordinances and the planning commission or city council. In order to control the potential for adverse conditions resulting from dust, mud and erosion, land remaining on developed sites that is not covered with structures or impervious surfaces such as driveways, walks, courts, landscape features (sculptures, boulders, etc.), shall be landscaped in accordance with this chapter and when applicable irrigated with an appropriate system to maintain plants in a healthy, growing condition, compatible with the general neighborhood appearance.

B. Residential Front, Side, And Back Yard Areas: Landscaping shall be installed in all residential front yards, side yards, and back yards in residential low-moderate (R-LM), residential moderate (R-M), and residential multi-family (R-5) zones. Front and side yard landscaping shall be completed within eighteen (18) months of occupancy. Back yards shall be landscaped within twenty-four (24) months of occupancy. Landscaping of a residential site shall include an irrigation system sufficient to maintain the health and beauty of the

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landscaping. Residents who fail to abide by these landscaping regulations are subject to penalties as set forth in section 10-15-8 of this chapter.

**Section 7. Chapter Adopted.** Title 10 Chapter 20 Overlay Zones Established shall be adopted to read as follows:

#### **10-20-1: OVERLAY ZONES ESTABLISHED:**

The following overlay zones are established for application with base zone:

A. SG, Strategic Growth overlay zone, Chapter 10-20A.

#### 10-20-2: USE OF OVERLAY ZONES:

A. Nomenclature: An Overlay Zoning classification is appended to a base zoning district so that the lands are classified as Base Zoning District-Overlay District. As an example, property in the Residential Multi-family (R-5) may be designated with Strategic Growth Overlay to form a zone titled (R5-SG).

Section 8. Article Adopted. Title 10 Chapter 20 Article A Strategic Growth Overlay Zone shall be

adopted as attach addine bibli 2 **Section 9. Amendment:** The Zoung Hap referenced in section 10-1-5 is an ended as follows to change the following areas from Residential Multi-family Silven Zone (R-1) to Residential Multifamily Zone with Strategic Growth Overlay Zone (R5-SG):

Property 1: 130180084 Property Owner: Petersen Farms LLC Property Address: Just West of 530 E South Weber Drive Total Number of Acres: Approx 3.555 Legal Description: See Exhibit 3

Property 2: 130340068 Property Owner: Poll Heritage Farms Development Management LLC Property Address: Approx 2301 E South Weber Drive Total Number of Acres: Approx 8.861 Legal Description: See Exhibit 4

**Section 10. General Repealer**. Ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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**Section 11. Effective Date**. This ordinance shall become effective immediately upon passage and publication as required by law.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the <sup>th</sup> day of 2023.

	Roll call vote is as follows:						
MAYOR: Rod Westbroek	Council Member Halverson	FOR	AGAINST				
	Council Member Alberts	FOR	AGAINST				
	Council Member Petty	FOR	AGAINST				
ATTEST: City Recorder, Lisa Smith	Council Member Dills	FOR	AGAINST				
	Council Member Soderquist	FOR	AGAINST				



- 1. South Weber Elementary, 1285 E. Lester Drive
- 2. South Weber Family Activity Center, 1181 E. Lester Drive
- 3. South Weber City Building, 1600 E. South Weber Drive

#### Lisa Smith, City Recorder

## Exhibit 1 Article Q Residented Phone (R-5)

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#### 10-5Q-1: PURPOSE:

To provide for areas in appropriate locations where neighborhoods of varying degrees of density may be established, maintained and protected. The regulations of this zone are designed to promote an intensively developed residential environment suitable primarily for adult living. With proper controls that ensure the integrity of the zone, alternate forms of residential living ranging from single- family to twelve-family dwellings and necessary public services.

#### **10-5Q-2: ARCHITECTURAL SITE PLAN REVIEW:**

e in acc

with Ch

All dwellings which are designed to be occupied by three (3) or more families shall receive architectural site plan approval according to the requirements of chapter 12 of this title.

#### 10-5Q-3: PERMITTED LISES:

Permitted uses shal defined in accordan



#### 10-5Q-4: CONDITIO

Conditional uses shall be in accordance with Chapter 1, Section 10A of this title and shall have meanings as defined in accordance with Chapter 1, Section 10 of this title. Conditions for approval shall be made in accordance with the provisions of chapter 7 of this title.

#### **10-5Q-5: BUILDING LOT REQUIREMENTS**

**A.** Density: There shall be no more than five (5) dwelling units per acre contained within the boundaries of each phase of every development; except when previously completed phases of the same development have sufficiently low density so that the average is still five (5) dwelling units per acre or less.

1. Areas within a given development that contain land use easements purchased by the State of Utah for the purpose of protecting the health and safety of the citizens of Utah and assuring the continued operation of Hill Air Force Base as an active military base, shall not be utilized in density calculations.

B. Lot Area:

1. There shall be a minimum of six thousand (6,000) square feet in each lot on which a single-family dwelling is built.

2. There is no minimum lot area for other dwelling types, but the density requirement listed above must be adhered to in all cases.

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- C. Lot Width:
  - 1. There shall be a minimum width of sixty-five (65) feet in each lot on which a single-family dwelling is built
  - 2. There shall be a minimum width of twenty-four (24) feet in each lot on which a townhouse is built.
  - 3. Minimum lot widths for all other dwelling types shall be recommended by the planning commission and approved by the City Council.
- CI. Zero Lot Line:
  - 1. To facilitate separate ownership or leasehold of two-family, twin home, or multi-family dwellings a residential zero lot line setback is permitted upon recommendation of the planning commission and approval by the City Council.
  - 2. In no case shall a zero-lot line setback be allowed adjacent to a property line that is not part of the subdivision

#### CII. 5Q-6: LOCATION OF STRUCTURES:

Shared Common Space: Subdivisions with shared common space under single ownership with multi-family, townhouse, or two-family structures shall orient main structure setbacks in relation to the street right-of-way and other main structures on the shared property.

All buildings and structures shall be located as provided in chapter 11 of this title and as follows:



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Structures	Front Setback	Side Setback	Rear Setback
Dwelling, Single- Family	20 feet	6 feet minimum for each side, except 12 feet minimum for side fronting on a street	10 feet
Dwelling, Two- Family, Twin Home, Townhouse, Multi- family (See Appendix A of this chapter)	25 feet	12 feet minimum for each side that is an exterior side wall and 20 feet minimum for side fronting on a street.	15 feet
Other main buildings	30 feet from all front lot lines	20 feet minimum for each side	30 feet
Detached accessory buildings and garages	30 feet from all from lot lines	Same as for dwellings, except when the structure is at least 10 the main building or 10 feet behind a line extending from the r the hoin building to the operation lines parallel to the rear lot line and roor setbacks may be reduced to 1 for t; provided, that the must be at least 20 reet from main buildings on adjacent lots; a lots the minimum servace for a side facine a street is 20 feet an rear setback adjacent to a side lot line is 10 feet	ear corners of e(s); the side structure and on corner

#### **10-5Q-7: MAXIMUM STRUCTURE HEIGHT:**

Main, accessory and temporary buildings and structures are not to exceed thirty-five feet (35').

#### 10-5Q-8: OFF STREET PARKING AND LOADING:

The provisions of chapter 8 of this title shall apply and shall be in full force and effect in this zone, except in the case of a bona fide temporary use.

#### **10-5Q-9: PERMITTED SIGNS:**

Class 1 signs shall be permitted. For home occupations, Class 2 signs will be allowed in addition to Class 1 signs. For public and institutional uses as allowed by conditional use permit, Class 3 signs will be allowed in addition to Class 1 signs.

#### 10-5Q-10: SPECIAL CONDITIONS:

Due to the higher residential densities permitted by this article, the following conditions are required in order to assure a quality livable environment:

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A. Minimum And Maximum Area: The minimum area that may be zoned R-5 shall be two (2) acres and the maximum area which may be zoned R-5 in any zone district shall be nine point five (9.5) acres.

B. Open Space: Multi-family dwellings shall provide usable functional open space for outdoor leisure in the following amounts:

- 1. Eight hundred (800) square feet per unit for one- and two- family dwellings;
- 2. Six hundred (600) square feet per unit for three- and four- family dwellings; and
- 3. An additional four hundred (400) square feet per dwelling unit for each additional unit over four (4).

C. Outdoor Storage Space: Three-family, four-family and multi- family dwellings shall provide enclosed outside storage space of at least thirty (30) square feet for each dwelling unit.

#### **10-5Q-11: LANDSCAPING REQUIREMENTS:**

**11**-General Landscaping: At least fifteen percent (15%) of the total site shall be thoroughly landscaped, including an irrigation system to maintain such landscaping. Landscaping shall meet the requirements of chapter 15 of this title. For use of exceptional design and materials, as determined by the Planning Commission, the landscaping may be reduced to ten percent (10%) of the total site.

B. Fencing: A six-foot (6') tall solid screening fence shall be required between the Residential Multi-Family (R-5) Zone and all lower density residential zones.



B. Sidewalk or pedestrian path must be made available on the front façade of residence and connect to a public right-of-way without having to cross a road.

1. The private rights-of-way must be expanded to include sidewalks, where required.

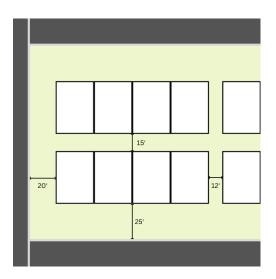
C. The following utilities (where required) shall be located under the pavement portion of the private road: culinary water, sewer, storm drain, land drain, and irrigation.

1. The private rights-of-way must be expanded to include all utilities with the required spacing.

#### **10-5Q-13 APPENDICES**

Appendix A: Dwelling, Two-Family, Twin Home, Townhouse, Multi-family

Page **12** of **16** 



# DRAFT

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# Exhibit 2 DRAFT Title 10 Chapter 20 Article A Strategic Growth Overlay Zone

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#### 10-20A-1: Purpose

To provide for areas in strategic locations where neighborhoods of varying degrees of density may be established, maintained and protected. The regulations of this zone are designed to promote an intensively developed residential environment suitable primarily for adult living providing for more units per acre while maintaining the integrity of South Weber City's character.

10-20A-2: Multi-family Zone

A. Combination With Residential Zone R5: The Strategic Growth Zone shall be approved only as specified in this Article. The Strategic Growth Zone shall be used in combination with the R5 Zone designated herein and provisions of the Strategic Growth Overlay Zone shall become supplementary to the provisions of the R5 Zone. The SG Zone shall not be applied to a land area as an independent zone. Property to which the SG Zone has been applied shall be developed only in conformance with an approved final development plan.

B. Designation On Official Zoning Man: The Strategic Growth Zone designation (SG) shall become a suffix to the R5 Zone with which it is combined and shall be shown on the Official Zoning Map in parenthesis as "R5 (SG)".

C. Minimum Acre ge: The dining im land read or a Strangic frowth Zone shall be five (5) acres.

10-20A-3: STANDARDS AND REQUIREMENTS:

A Strategic Growth Zone established under the provisions of this Article shall conform to the following standards:

A. Density Bonus: Residential density within a planned development may exceed that permitted by the R5 Zone up to a maximum of sixty percent (60%), at the discretion of the Planning Commission and subject to concurrence of the City Council. The Planning Commission must find, however, that any increase in density will be compensated by increased amenity and improved design which, in its opinion, are proportional to the density increase which it authorizes.

B. Building Locations: With the following exceptions, dwellings and permitted structures may be located as approved in the final development plans. Locations and arrangements of buildings on the lot should be accomplished in a manner that will best utilize the lot area and create an attractive living environment. The following exceptions shall be considered as minimum requirements as they apply:

1. Garages with entrances facing directly on the street, whether in a front or side yard, shall be set back at least twenty-five feet (25') from the property line or right-of-way.

2. Setbacks shall be maintained along the peripheral property lines of the planned development which shall be equal to that required by the zone on the property immediately adjacent thereto.

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3. In those instances where a proposed planned development will front upon one or more existing streets, the setback from the street shall be equal to that required by the most restrictive zone on property immediately adjacent along the same street frontage.

C. Open Space: Not less than ten percent (10%) of the gross area of the planned development shall be retained in permanent open space, parks and playgrounds for the use of the occupants of the planned developments. Land proposed to be devoted to vehicular streets or roads, parking, driveways, required setbacks and slopes greater than twenty five percent (25%) shall not be included in computations of open space, park or playground area.

D. Utilities: All dwelling units shall be served by public sewer and a public water supply. All utilities within the planned development shall be placed underground, including telephone, electrical and television cables. Dwelling units under separate ownership shall have separate utility metering.

E. Maximum Height: The maximum height of buildings within a planned development shall be the same as the permitted by the R5 Zone.

F. Design Standards: Architectural site plan review shall be as outlined in South Weber City Code 10-12-3. Finishes of the exterior of the buildings will be subject to the following conditions:

1. Exterior Finishes. All structures shall use durable materials on exterior finishes, including brick, stone, Hardie board, architectural metal, or engineered wood on all facades. Aluminum or vinyl siding shall not be used as an exterior brigh. Upper sector so shall be imited to the total surface.

2. Architectural fariation, trugures show provide visiable articulation in their design. Articulation shall be required on each side of the structures.

3. Garage Dimensionar individual garages that be constructed to reasonably accommodate two standard vehicles, measured no less than 22 feet in width and length.

5. Roof Style. Roof design shall not include the use of flat roofs.

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### **EXHIBIT 3**

#### Petersen Farms PUD Phase 2

--- Boundary Description ---

Rezone from R-7 to R-5

PART OF THE WEST HALF OF SECTION 28 AND THE EAST HALF OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING SOUTH 89°29'49" EAST 433.56 FEET AND SOUTH 00°30'11" WEST 2359.76 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 28 (NORTHWEST CORNER BEING NORTH 89°29'49" WEST 2645.28 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 28); THENCE S02°26'07"W ALONG THE WESTERLY LINE OF BOWMAN OLD FARM ESTATES, 297.30 FEET; THENCE N87°25'22"W ALONG AN EXISTING FENCE, 99.76 FEET; THENCE N89°52'18"W ALONG AN EXISTING FENCE, 98.28 FEET; THENCE S02°04'13"W ALONG AN EXISTING FENCE, 195.51 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SOUTH WEBER DRIVE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLL S: (1) A NG A N URNING TO THE RFF **RIGHT WITH A RADI** OF 10 60 FEET, A DE A ANGLE OF 03°59'04". 5 OF 148 70 EET, AN RC LEI LEN A CHORD BEARING F N79°24 4"۱ **CHOR** ALONG A COMPOUND TH O FEET; (2 CURVE TURNING TO HE RIG H A RÀ JS Q FEE , AN ARC LENG H OF 61.24 FEET, A W 1350.9 A CHC D BEARI F N75°54 )", AND A CHOR LENGTH OF 61.24 FEET; **DELTA ANGLE OF 02** AND (3) ALONG A COMPOUND CURVE TURNING TO THE RIGHT WITH A RADIUS OF 421.45 FEET, AN ARC LENGTH OF 77.60 FEET, A DELTA ANGLE OF 10°33'00", A CHORD BEARING OF N69°19'31"W, AND A CHORD LENGTH OF 77.49 FEET TO THE EAST LINE OF COUNTRY LANE AT SOUTH WEBER SUBDIVISION; THENCE N35°42'51"E ALONG SAID EAST LINE, 189.41 FEET TO THE NORTH LINE OF COUNTRY LANE AT SOUTH WEBER SUBDIVISION; THENCE N54°17'16"W ALONG SAID NORTH LINE, 226.00 FEET; THENCE S88°53'44"E ALONG AN EXISTING FENCE, 50.68 FEET; THENCE N01°03'14"E ALONG AN EXISTING FENCE, 120.00 FEET TO THE SOUTHERLY LINE OF PETERSEN FARMS PUD PHASE 1; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING FOUR (4) COURSES: (1) S88°53'44"E 125.04 FEET; (2) N84°49'07"E 70.42 FEET; (3) N89°53'41"E 142.43 FEET; AND (4) N82°33'24"E 134.96 FEET TO THE POINT OF **BEGINNING.** 

CONTAINING 154,840 SQUARE FEET OR 3.555 ACRES MORE OR LESS.

## EXHIBIT 4 RESIDENTIAL MULTI-FAMILY SEVEN (R-7) LEGAL DESCRIPTION

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

BEGINNING AT A POINT. SAID POINT BEING S89°53'29"E 861.74 FEET FROM THE CENTER OF SAID SECTION 35; THENCE N20°47'47"E 70.49 FEET; THENCE N84°30'00"W 109.15 FEET; THENCE N82°15'00"W 102.46 FEET; THENCE S20°47'47"W 6.00 FEET; THENCE N65°50'02"W 176.78 FEET; THENCE N53°09'46"W 82.36 FEET; THENCE N52°25'32"W 101.91 FEET; THENCE N46°43'51"W 137.58 FEET; THENCE N47°12'09"W 328.07 FEET; THENCE N00°09'16"E 34.93 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1355.32 FEET, AN ARC LENGTH OF 423.56 FEET, A DELTA ANGLE OF 17°54'21", A CHORD BEARING OF S80°31'31"E, AND A CHORD LENGTH OF 421.84 FEET; THENCE S89°28'42"E 98.87 FEET; THENCE S00°31'18"W 123.80 FEET; THENCE S89°12'14"E 127.62 FEET; THENCE S66°36'51"E 93.73 FEET; THENCE S85°20'45"E 79.73 FEET; THENCE S89°53'19"E 486.17 FEET; THENCE S00°06'41"W 380.92 FEET; THENCE N89°53'29"W 456.31 FEET TO THE POINT OF BEGINNING.

