

PLANNING MEMORANDUM

1600 E. South Weber Drive South Weber, UT 84405 www

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				
General Plan Land Use Classification	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 they 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.

APPROVALS PREVIOUSLY GRANTED BY PLANNING COMMISSION

N/A

RECOMMENDATIONS PREVIOUSLY GRANTED BY PLANNING COMMISSION

N/A

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 25th 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.

- Special Conditions. 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. **Design Standards.** 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:
"City" SOUTH WEBER CITY
Βγ:
Title:
Witness the hand of said grantors, this day of, 2022.
South Weber eity
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:



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.

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EXHIBIT "B"



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EXHIBIT "C"

KEYED NOTES

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	SEE FLOOR PLANS AND GENERAL NOTES FOR RAILING REQUIREMENTS.
()	FRONT ENTRY DOOR LINT AS PER DOOR SCHEDULE
(j)	STONE VENEER
	BATT AND BOARD
(§)	STUCCO
(6)	ARCHEECTURAL ASPHALT SHINCLES. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS.
(ð)	ROOF VENT - REFER TO ROOF PLAN
	1" # TOT TRIM
	STEP FOOTING AND FOUNDATION AS INDICATED.
@	COORDINATE ALL POSTS WITH STRUCTURAL. COLUMNS TO BE PAINT OVER WOOD FRAME AND POST.
(8)	ALUMINUM FASCIA AND SOFFIT
@	1' X 6* TRM

HER CEMENT TRM AROUND WINDOWS AND DOORS.

GENERAL NOTES

SEE GENERAL NOTES ON SHEET TI2 FOR ADDITIONAL REQUIREMENTS COORDINATE WINDOW HEIGHTS WITH WINDOW SCHEDULE.

- COGRONATE WINDOW HELEMIS WITH WINDOW SOMEDULE
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- G SEE ROOF FRAMING PLAN FOR ALL ROOF SLOPES

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