

WESTERN WEBER PLANNING COMMISSION MEETING

MEETING AGENDA

September 13, 2022

Pre-meeting 4:30/Regular meeting 5:00 p.m.

- **Pledge of Allegiance**
- **Roll Call:**

1. Minutes: August 9, 2022

2. Presentation by Greg Seegmiller –Hooper Irrigation

Petitions, Applications, and Public Hearings:

3. Consent Items:

3.1 LVB110921 Consideration and action on a request for approval of the Buffalo Run Subdivision phasing plan. The subdivision is located at 2400 S 4700 W. **Planner: Felix Lleverino**

Petitions, Applications, and Public Hearings:

4. Administrative items:

4.1 CUP2022-10 A request for approval of a Conditional Use Permit to re-construct a culinary water tank that serves Uintah City. **Planner: Felix Lleverino**

4.2 CUP2022-12 Consideration and action on a Conditional Use Permit for the Hunt Family Farms Agri-tourism operation. **Planner: Felix Lleverino**

4.3 LVS042621 - Consideration and action on a request for final approval of Phase 2 of Smart Fields Subdivision (24 lots) located at 1740 S 4300 W. **Planner: Felix Lleverino**

Petitions, Applications, and Public Hearings:

5. Legislative Items:

5.1 ZMA 2021-07: Consideration and action on a requested rezone from A-2 to C-3 located at approximately 1941 S 5100 W. **Planner: Steven Burton**

5.2 ZDA 2022-04: Public hearing for consideration of a request for a recommendation to the County Commission regarding a zoning development agreement associated with the rezoning of approximately 242 acres, located at approximately 2875 West 2600 N, from the A-1 zone to the C-1, R-2, R-3, R-1-10, RE-15, and Master Planned Development (MPD) overlay zones. **Planner: Steven Burton**

6. Public Comment for Items not on the Agenda:

7. Remarks from Planning Commissioners:

8. Planning Director Report:

9. Remarks from Legal Counsel

Adjourn

The regular meeting will be held in the Weber County Commission Chambers, in the Weber Center, 1st Floor, 2380 Washington Blvd., Ogden, Utah.

Public comment may not be heard during administrative items. Please contact the Planning Division Project Manager at 801-399-8374 before the meeting if you have questions or comments regarding an item.

A Pre-Meeting will be held at 4:30 p.m. The agenda for the pre-meeting consists of discussion of the same items listed above, on the agenda for the meeting.

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Weber County Planning Commission at 801-399-8374

Outline of Meeting Procedures:

- ❖ The Chair will call the meeting to order, read the opening meeting statement, and then introduce the item.
- ❖ The typical order is for consent items, old business, and then any new business.
- ❖ Please respect the right of other participants to see, hear, and fully participate in the proceedings. In this regard, anyone who becomes disruptive, or refuses to follow the outlined procedures, is subject to removal from the meeting.

Role of Staff:

- ❖ Staff will review the staff report, address the approval criteria, and give a recommendation on the application.
- ❖ The Staff recommendation is based on conformance to the general plan and meeting the ordinance approval criteria.

Role of the Applicant:

- ❖ The applicant will outline the nature of the request and present supporting evidence.
- ❖ The applicant will address any questions the Planning Commission may have.

Role of the Planning Commission:

- ❖ To judge applications based upon the ordinance criteria, not emotions.
- ❖ The Planning Commission's decision is based upon making findings consistent with the ordinance criteria.

Public Comment:

- ❖ The meeting will then be open for either public hearing or comment. Persons in support of and in opposition to the application or item for discussion will provide input and comments.
- ❖ The commission may impose time limits for comment to facilitate the business of the Planning Commission.

Planning Commission Action:

- ❖ The Chair will then close the agenda item from any further public comments. Staff is asked if they have further comments or recommendations.
- ❖ A Planning Commissioner makes a motion and second, then the Planning Commission deliberates the issue. The Planning Commission may ask questions for further clarification.
- ❖ The Chair then calls for a vote and announces the decision.

Commenting at Public Meetings and Public Hearings

Public comment may NOT be heard during Administrative items, the Planning Division Project Manager may be reached at 801-399-8371 before the meeting if you have questions or comments regarding an item.

Address the Decision Makers:

- ❖ When commenting please step to the podium and state your name and address.
- ❖ Please speak into the microphone as the proceedings are being recorded and will be transcribed to written minutes.
- ❖ All comments must be directed toward the matter at hand.
- ❖ All questions must be directed to the Planning Commission.
- ❖ The Planning Commission is grateful and appreciative when comments are pertinent, well organized, and directed specifically to the matter at hand.

Speak to the Point:

- ❖ Do your homework. Obtain the criteria upon which the Planning Commission will base their decision. Know the facts. Don't rely on hearsay and rumor.
- ❖ The application is available for review in the Planning Division office.
- ❖ Speak to the criteria outlined in the ordinances.
- ❖ Don't repeat information that has already been given. If you agree with previous comments, then state that you agree with that comment.
- ❖ Support your arguments with relevant facts and figures.
- ❖ Data should never be distorted to suit your argument; credibility and accuracy are important assets.
- ❖ State your position and your recommendations.

Handouts:

- ❖ Written statements should be accurate and either typed or neatly handwritten with enough copies (10) for the Planning Commission, Staff, and the recorder of the minutes.
- ❖ Handouts and pictures presented as part of the record shall be left with the Planning Commission.

Remember Your Objective:

- ❖ Keep your emotions under control, be polite, and be respectful.
- ❖ It does not do your cause any good to anger, alienate, or antagonize the group you are standing in front of.

August 9-2022 Minutes

Minutes for Western Weber Planning Commission meeting of August 9, 2022, held in the Weber County Commission Chamber, 2380 Washington Blvd. Floor 1 Ogden UT at 4:30 pm.

Members Present: Andrew Favero—Chair
Wayne Andreotti
Cami Clontz
Casey Neville

Excused: Bren Edwards, Jed McCormick, Sarah Wichern

Pledge of Allegiance

Staff Present: Steve Burton, Principal Planner; Tammy Aydelotte, Planner; Felix Lleverino, Planner; Liam Keogh, Legal Counsel; June Nelson, Secretary

1. Minutes: July 19, 2022 APPROVED

2. Administrative items:

2.1 LVS042621 - Consideration and action on preliminary approval of Phase 2 of Smart Fields Subdivision (24 lots) located at 1740 S 4300 W. **Presenter Felix Lleverino**

Phases one and two were granted preliminary approval on September 21, 2021. At that time, the subdivision plan for phase 2 contained 17 lots. Since that time, changes were made to the plat on phase 2 that required a new preliminary approval to be granted.

Smart Fields Phase 2 was presented before the Western Weber Planning Commission on March 1, 2022, to consider preliminary and final approval. In that meeting, the planning commission tabled a decision until the development plan indicates the detention ponds are consolidated into one large pond. The plat and civil drawings are revised to show the consolidation. To address ownership and maintenance, the developer is required to enter into a Storm Water Maintenance Agreement.

The applicant is requesting preliminary approval of Smart Fields Subdivision Phase 2 (24 lots) at approximately 1740 S 4300 West. The A-1 Zone requires a minimum of 40,000 square feet in area and a lot width of 150 feet per dwelling. However, the recently adopted subdivision code section called Connectivity Incentivized Subdivision (106-2-4), incentivizes the developer to follow the Planning Division recommendations regarding road alignments and connectivity.

The incentive to the developer would allow them to retain the gross acreage calculations to determine the number of lots allowed within the subdivision. Up to ten percent of the gross developable acreage is not required to be omitted from the net developable acreage of the subdivision.

The developer is currently proposing 24 lots, including lot 209 to be considered a building lot with a retention pond.

This development plan complies with the Connectivity Incentivized code.

There was much discussion about the Detention Pond (Lot 209) and Retention Pond (Lot 222). It was suggested that the retention pond to go to a swale in the road. The planners said that the developer needs to get with Planning and Engineering about the possibility of a swale.

Commissioner Favero calls for a motion. Casey Neville motions the following:

Staff Recommends preliminary approval of Smart Fields Subdivision Phase 2, for a total of 24 lots. This recommendation is based on the following conditions:

- 1. The County Engineering Department shall approve the final civil drawings.**
- 2. The owner of lot 209 is responsible for the maintenance of the detention pond. The owner of lot 222 is responsible for the maintenance of the retention pond if the swale does not go through.**

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3. A Storm Water Maintenance Agreement is recorded and will run with the land
4. All of Smart Fields Phase 2 is annexed into Central Weber Sewer District.
5. The developer considers the implementation of a road swale to replace the retention pond on lot 222.

This recommendation is based on the following findings:

1. The proposed subdivision conforms to the West Central Weber General Plan.
2. The proposed subdivision complies with the applicable County codes.
3. The subdivision conforms to zoning and subdivision ordinances.

Motion is seconded by Wayne Andreotti. All vote in favor. Motion passes 4-0.

2.2 LVS031422 – Request for a recommendation of final approval of Summerset Farms Phases 3 and 5 (originally all in Phase 3), located in the A-1 zone at approximately 2300 S 3650 W, Ogden, UT, 84401. **Presenter Tammy Aydelotte**

This item will be modified to contain 9 lots not 11. Lots 501-502 will be in Phase 5.

5/14/2019: Preliminary approval granted by the Western Weber Planning

Commission. 7/7/2020: Summerset Farms Phase 1 recorded.

3/24/2021: Summerset Farms Phase 4 recorded.

10/19/2021: Summerset Farms Phase 2 recorded.

The applicant is requesting final approval of Summerset Farms Phase 3 and Phase 5, consisting of 11 lots. Nine lots are in phase 3 and two lots are in phase 5. This proposal includes continuation of a county, dedicated road (2300 South St) located at approximately 2300 S 3650 W in the A-1 Zone. The proposed subdivision will also require dedication of new County Road (3650 West St). The proposed subdivision and lot configuration are in conformance with the applicable zoning and subdivision requirements as required by the Uniform Land Use Code of Weber County (LUC). The following is a brief synopsis of the review criteria and conformance with LUC.

Commissioner Andreotti asked if there would be a fence along the canal. Tammy Aydelotte says that yes it will be in the requirements. Casey Neville asked about the escrow. Will money be in escrow for improvements? Tammy Aydelotte says that the money will either be in escrow or the improvements will be done before approval.

Commissioner Favero calls for a motion. Wayne Andreotti motions the following:

Staff recommends final approval of Summerset Farms Subdivision Phase 3, and Phase 5, consisting of 11 lots, located at approximately 2300 S 3650 W, Ogden, UT. This recommendation is subject to all review agency requirements, including any requirements from Wilson Canal Company, and the following conditions:

1. Prior to scheduling for final approval with the County Commission, improvements must be installed or escrow for improvements must be received, along with a signed improvement agreement.
2. A fence must be installed along the Wilson Canal, or the canal must be piped (per Wilson Canal requirements, if needed). If not installed, it must be escrowed for with other improvements.
3. A pathway easement must be shown on the final plat in Phase 3 and Phase 5, from the cul-de-sac (temporary turnaround easement), southeast across the canal to connect to the pathway in Phase 4. This is a requirement of 106-1-5, pathways and sidewalk layout shall provide for the continuation of existing pathways or sidewalks. There is a pathway stubbed from the south.

This recommendation is based on the following findings:

1. The proposed subdivision conforms to the Western Weber General Plan
2. The proposed subdivision complies with applicable county ordinances

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Casey Neville seconds the motion. Motion passes 4-0

- 2.3 CUP 2022-09** – Request for approval of a contractor's equipment storage yard in the Weber Industrial area located in the M-1 zone, at 2241 Rulon White Blvd, Ogden UT, 84404. **Presenter Tammy Aydelotte**

The applicant is requesting approval of a conditional use permit for a contractor's equipment storage. The storage area is located to the rear of the existing buildings, has natural screening along the northern boundary, and has a screened chain-link fence along the west. This proposal is located in the M-1 zone at 2241 N 1500 W, Ogden, UT, 84404.

The application is being processed as an administrative review due to the approval procedures in Uniform Land Use Code of Weber County, Utah (LUC) §108-1-2 which requires the planning commission to review and approve applications for conditional use permits.

Commissioner Favero states that this is a good use for this property.

Commissioner Favero calls for a motion. Casey Neville motions the following:

Staff recommends approval of the Stewart Grow conditional use permit application. This recommendation is conditioned upon all review agency requirements, and subject to the following conditions:

1. **No outdoor storage shall be permitted on this parcel. Only equipment related to this conditional use permit.**

This recommendation is based on the following findings:

1. **Contractor equipment storage is permitted as a conditional use within the M-1 zone.**

Cami Clontz seconds the motion. Motion passes 4-0.

3. Public Comment for Items not on the Agenda: None

4. Remarks from Planning Commissioners:

Commissioner Andreotti asked when the training conferences were coming up. June will get a list to them by email. Commissioner Andreotti also asked how we safeguard the escrow agreements. How do we make sure that the developer follows through? Steve Burton and Liam Keogh both stated that the County rules have changed to protect that agreement. Developers will now have to have enough money in escrow or have the improvements in place before approval. The Planning Commission can also make it a condition for approval in their decisions. Commissioner Andreotti and the other Commissioners also thanked Charlie Ewert and the Planning Staff for all the hard work on the General Plan.

5. **Planning Director Report:** Steve Burton let the Commissioners know that Planner Scott Perkes is moving on to a different job in Cache Valley. We all wish him the best of luck and he will be missed.

6. Remarks from Legal Counsel: No comments.

Motion to adjourn by Commissioner Neville. Motion passed 4-0.

Adjourn

Respectfully Submitted,
June Nelson
Lead Office Specialist



Staff Report to the Western Weber Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: Consideration and action on a request for approval of the Buffalo Run Subdivision phasing plan. The subdivision is located at 2400 S 4700 W.
Agenda Date: Tuesday, September 13, 2022
Applicant: James Marziale (Owner)
File Number: LVB110921

Property Information

Approximate Address: 4700 West 2400 South
Project Area: 18.8 acres
Zoning: A-1
Existing Land Use: Agricultural/Residential
Proposed Land Use: Residential
Parcel ID: 15-079-0120, 15-079-0121, 15-079-0122
Township, Range, Section: 6N 2W Section 29

Adjacent Land use

North:	Agricultural/ Residential	South:	Agricultural/ Residential
East:	Agricultural/ Residential	West:	Agricultural/ Residential

Staff Information

Report Presenter: Felix Lleverino
fleverino@co.weber.ut.us
801-399-8767
Report Reviewer: SB

Applicable Ordinances

- Title 101, Chapter 1 General Provisions, Section 7 Definitions
- Title 104, (Zones) Chapter 2
- Title 106, Subdivisions

Development History

On December 14th 2021 the West Weber Planning Commission granted preliminary approval of the Buffalo Run Subdivision (18 lots).

On March 1, 2022, the Planning Commission gave a positive recommendation for final approval of the Buffalo Run Subdivision.

On September 13th, 2022 the developer will petition the planning commission to consider approving a phasing plan to split the development into two phases.

Summary

Due to the economic conditions existing within the housing market, and the inflated development costs, the applicant is requesting approval for the Buffalo Run Subdivision phasing plan that would create two separate phases. Phase 1 will contain 9 lots, and phase 2 will contain 9 lots.

The following section is the staff's analysis of the proposal.

Analysis

General Plan: This proposal conforms to pages 1-5 of the West Central Weber General Plan by placing residential development within areas that have a connection to sewer services while protecting property rights.

Zoning: The property is located within the A-1 Zone. The purpose of this zone is stated in the LUC §104-2.

“The purpose of the A-1 Zone is to designate farm areas, which are likely to undergo a more intensive urban development, to set up guidelines to continue agricultural pursuits, including the keeping of farm animals, and to direct orderly low-density residential development in a continuing rural environment.”

Site Development Standards:

A-1 Zone:

Minimum lot width: 150 feet

Minimum lot area: 40,000 square feet

Connectivity Incentivized Subdivision:

Minimum lot width: 75 feet

Minimum lot area: 20,000 square feet

Each lot within the development conforms to the minimum lot size allowable by the zoning code and the connectivity incentivized section of the subdivision code. The entire subdivision area, including roads, amounts to 18.83 acres, and the base density of 18.83 acres results in the maximum number of 20 lots.

During preliminary pre-application meetings, the planning division made several recommendations for public road connectivity. The developer voluntarily designed the street layout to conform with Weber County Planning and Engineering’s street layout. Section 106-2-4.30 contains provisions for a developer to use up to 1.8 acres taken up by roads towards the net developable acreage.

Flood Zone: This parcel is within an area of minimal flood hazard and determined to be outside the 500-year flood level.

Culinary Water: Taylor West Weber Water District has provided a final will-serve letter stating that the District can serve culinary water for the entire Buffalo Run Subdivision (18 lots).

Irrigation Water: Hooper Irrigation Company has provided a final will serve letter that states they can serve this development. The final will serve letter is included as Exhibit C.

Sewer Services: Annexation into the Central Weber Sewer District is complete as of August 1st, 2022.

Review Agencies: Weber County Planning and Engineering concur that a phasing plan is a good approach to reduce the financial burden upon the landowner while providing an avenue to complete the development with a positive outcome.

Staff Recommendations

Staff recommends approval of the Buffalo Run Subdivision phasing plan that would create a two-phase development, a proposal to create 18 residential lots in total. This recommendation is based on the following conditions:

1. Each phase's improvements are complete or guaranteed financially before each phase is recorded.
2. The developer enters into a Monument Improvement Agreement with the County Surveyor's Office for each phase.
3. A signature block for Taylor West Weber Water District is added to the dedication plat.
4. All Hooper Irrigation conditions of approval are satisfied.
5. The developer shall enter into a deferral agreement for curb, gutter, and sidewalk for improvements on 4700 West.

This recommendation is based on the following findings:

1. The proposed subdivision conforms to the West Central Weber General Plan.
2. The proposed subdivision complies with the applicable County codes.
3. The subdivision conforms to zoning and subdivision ordinances.

Exhibits

A. Buffalo Run Subdivision Phasing plan

Area Map

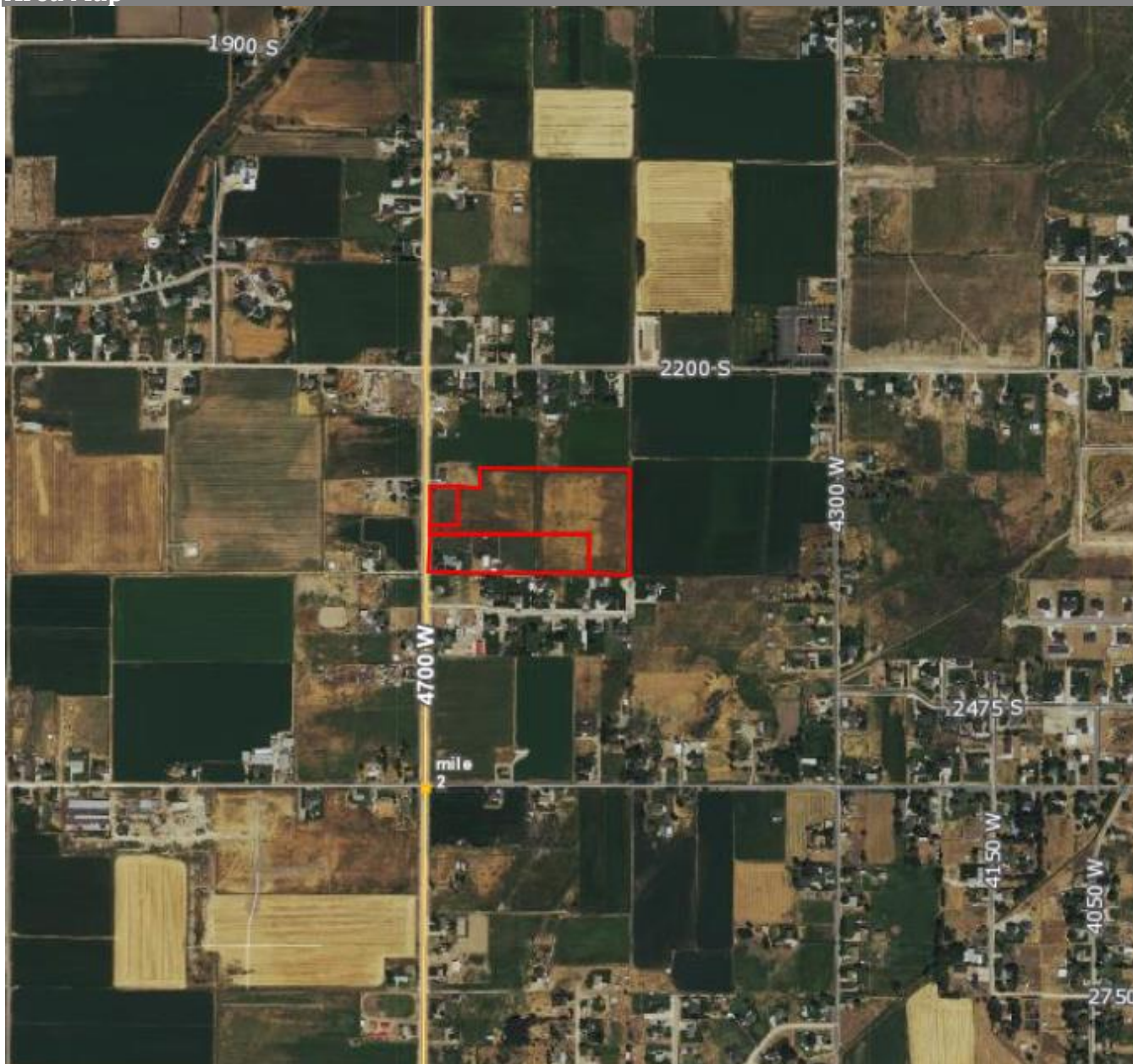
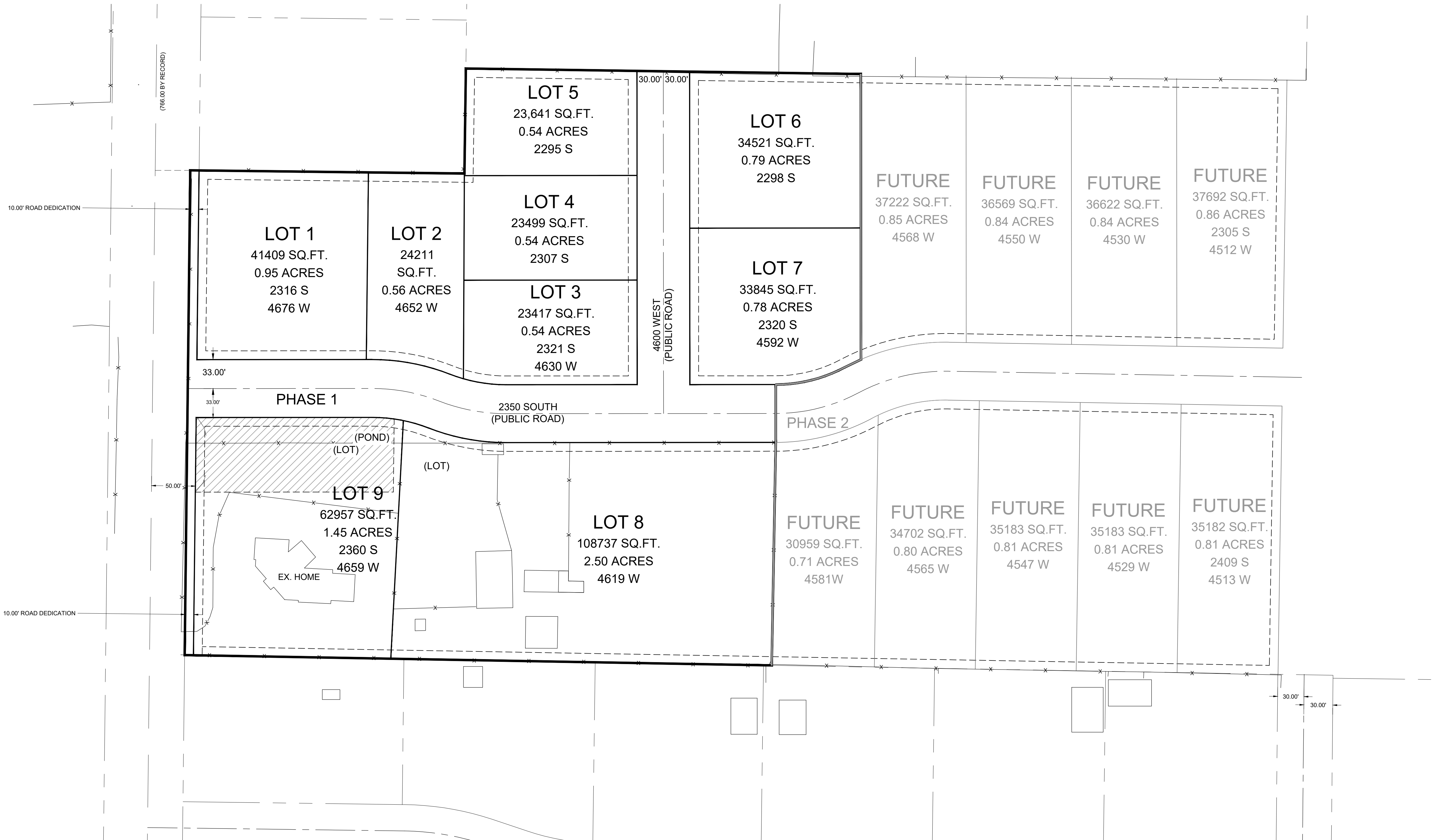
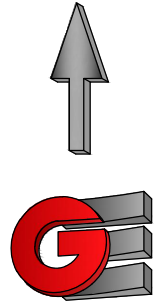


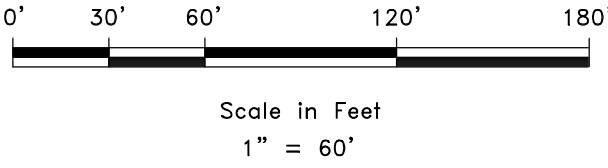
Exhibit A

- SUMMARY:
- PHASE 1 = 9 LOTS
 - PHASE 2 = 9 LOTS

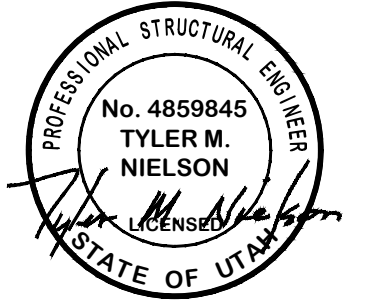


DEVELOPER:

DEVELOPER



REVISIONS		SCALE: 1" = 60'
DATE	DESCRIPTION	DATE: 2019
		DESIGN: _____
		DRAWN: _____
		CHECKED: _____



PHASING PLAN

BUFFALO RUN ACRES SUBDIVISION

1300 NORTH 4500 WEST

WEST POINT, DAVIS, UTAH



**GARDNER
ENGINEERING**
CIVIL • LAND PLANNING
MUNICIPAL • LAND SURVEYING
5150 SOUTH 375 EAST OGDEN, UT
OFFICE: 801.476.0202 FAX: 801.476.0066

CE1-01



Staff Report to the Western Weber Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: A request for approval of a Conditional Use Permit to re-construct a culinary water tank that serves Uintah City.
Agenda Date: Tuesday, September 13, 2022
Type of Decision: Administrative
Applicant: Uintah City
Authorized Agent: Matt Harvigston, Jones and Associates Consulting Engineers
File Number: CUP# 2022-10

Property Information

Approximate Address: 6400 S Bybee Drive
Project Area: 1.05
Zoning: RE-20
Existing Land Use: Public Utility
Proposed Land Use: Public Utility
Parcel ID: 07-099-0014
Township, Range, Section: Township 5 North, Range 1 West, Section 24

Adjacent Land Use

North:	Residential	South:	Residential
East:	Residential	West:	Residential

Staff Information

Report Presenter: Felix Lleverino
fleverino@co.weber.ut.us
801-399-8767
Report Reviewer: SB

Applicable Ordinances

- Title 101, Chapter 1 (General Provisions) Section 7 (Definitions)
- Title 104, Chapter 3 (Residential Estates Zones) (RE-20)
- Title 108, Chapter 1 (Design Review)
- Title 108, Chapter 4 (Conditional Uses)
- Title 108, Chapter 10, (Public Buildings and Public Utility Substations)

Summary and Background

The City of Uintah has submitted a proposal that includes plans to rebuild a water storage facility located at approximately 6400 S Bybee Drive. The plans for the new water storage facility will take place in two phases. Phase 1 entails the construction of a small tank and placing it into operation. Following the placement of a new smaller tank and placing it into operation, the existing 250,000-gallon tank from the 1970s will be removed. Following the removal of the old tank, a second new smaller tank will be added. The addition of two new 375,000 tanks is necessary to meet the Uintah City capacity needs. This property is owned by Uintah City which fronts Bybee Drive. The private access road to the water tanks accesses from Bybee Drive. The total land acreage amounts to 1.05-acres. The project area, including site grading, occupies approximately 21,602-sq. ft. of the parcel.

The RE-20 zone lists "Public Utility Substation" under conditional uses. The Planning Division considers the proposal to be a public utility substation.

The Uniform Land Use Code of Weber County, Utah (LUC) specifies standards necessary for mitigation of harmful impacts, to which the proposal must adhere. This proposal meets these standards. The following section is the staff's evaluation of the request.

Analysis

General Plan: As the community grows the need for public utility service demand increases. This well replacement will expand the storage capacity and replace an antiquated underground water tank. The proposal is not contrary to any goals or policies of the Southeast Area Planning Area.

Zoning: The subject property is located within the RE-20 zone. The RE-20 zone code applies to this property regarding uses and site development standards. The purpose and intent of this zone are as follows:

"The major purpose of the RE-15 and RE-20 Zones is to provide and protect residential development at a low density in a semi-agricultural or rural environment. It is also to provide for certain rural amenities on larger minimum lots, in conjunction with the primary residential nature of the zone."

Site Development Standards: The following site development standards apply to a Public Utility Substation:

Minimum lot area:

- None

Minimum lot width:

- None

Minimum front yard setback

- 30 feet

Minimum side yard setbacks (Accessory Building)

- 10 feet

Minimum rear yard setback

- 5 feet

The site plan indicates compliance with all required minimums, except for the side setback of 3.4'. Since these new water tanks will be underground, and the improvements are considered a public utility, the planning division recommends that these improvements be held to the same requirements as any underground utility, which are not generally required to comply with building setbacks.

Conditional Use Review: The planning commission shall consider the following points as a basis for issuing additional conditions that would mitigate harmful impacts to the surrounding area:

- Considerations relating to traffic safety and traffic congestion: The existing private access gate is to be replaced with a new 12-foot access gate. The asphalt pavement access road that wraps around the eastern edge of the property will be removed and replaced. A new gravel access road will be constructed between the two new tanks. See sheet four of the Bybee Tank Reconstruction plans in Exhibit C.

All construction vehicles will adhere to the designated truck route included on sheet 2 of the engineered plans. All contractors are discouraged from parking in the public right of way.

- Considerations relating to landscaping: The proposed site maintains the 10% landscaping requirement through the existing landscaping consisting of natural grass and deciduous trees. The reconstruction plan includes details for slope reinforcement and revegetation (see sheet 9 grading notes, sheets RS1 and RS2 of the engineered plans).
- Considerations relating to buildings and site layout: The tanks will be underground and not visible from the road. The homes that are upslope from the site will see the flat tops of the tank with vent tubes and surface-level man doors. The top of that tank will be plain concrete, which is naturally non-reflective and has a muted earth tone.
- Considerations relating to utility easements, drainage, and other engineering questions: The Engineering division has stated no concerns with the project. Weber Fire District and the Planning Division have imposed no further requirements from this proposal.
- Considerations associated with any rezoning agreement planned commercial or manufacturing rezoning, or planned residential unit development approval: There are no rezoning agreements associated with this property.
- Safety for persons: Geologic and Geotechnical studies are completed for this proposal listed below are reports available for review in the Weber County Planning Office:

- Western Geologic and Environmental LLC, Surface Fault Rupture Hazard Evaluation, Dated April 29, 2020
- Christensen Geotechnical, Geotechnical investigation, Dated May 16, 2020
- Terracon, Report of Surface Fault Rupture Hazard Evaluation, Dated June 8, 2000
- Earthtec Testing and Engineering, P.C., Geotechnical Study, Dated August 30, 1999

“The reports include design criteria and measures to mitigate hazards. Design engineers will address the stabilization of slopes. Design, operation, and maintenance are governed by the Utah State Department of Environmental Quality, Division of Drinking Water.” The applicant will need to obtain any necessary building permits for this project.

West Weber Signs: There are no signs proposed as part of this proposal.

Fencing requirements: Weber County LUC § 108-7-3 Fencing requirements: “Projects may be encompassed in whole or in part by a perimeter fence of not more than six feet in *height*, subject to design review and provided that access to lots is allowed only from approved interior public or private streets that are part of the approved subdivision or project.” “The site is fenced and locked to prevent intrusion (see Exhibit C).”

Tax Clearance: There is no outstanding tax history related to this property.

Staff Recommendation

The Planning Division recommends approval of file# CUP 2022-10, a request for approval of a Conditional Use Permit to remove an old water tank and build two new 375,000-gallon water tanks. This recommendation for approval is subject to all review agency requirements and with the following conditions:

1. The applicant is responsible to maintain the site with a good visual appearance and erosion control.
2. The project shall adhere to all State, and County ordinances.
3. The development of the site must comply with all recommendations outlined in the geologic and geotechnical studies.
4. The applicant is required to document their impact on Bybee drive and the private access easement that is shared with nearby residential lot owners. The owner will be required to repair any damages to Bybee drive and the private access easement that are caused by the construction of the new tanks. Before receiving a final building permit inspection, the owner will need to verify with the Planning Office that all damages to Bybee drive and the private access have been repaired.

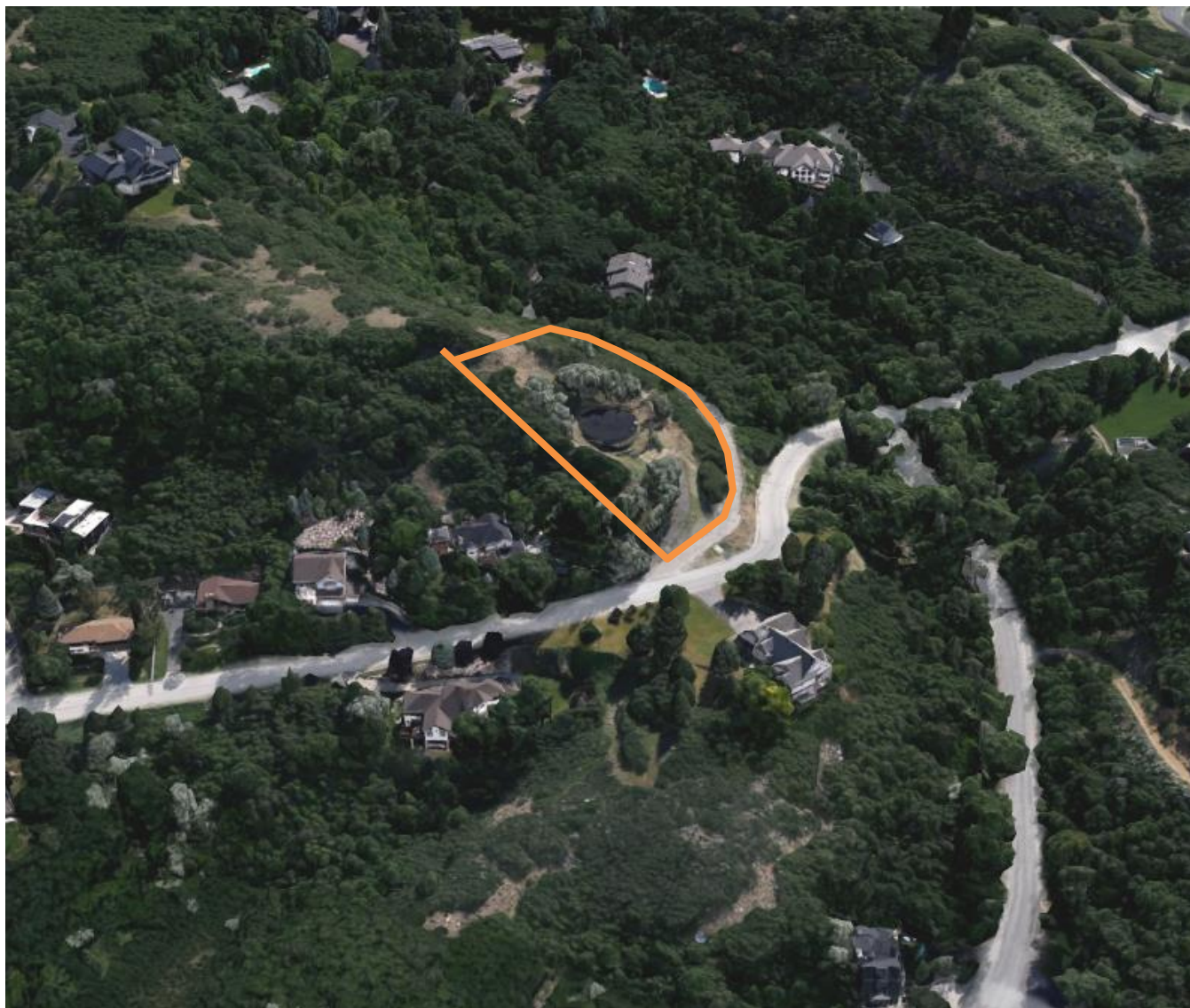
This recommendation is based on the following findings:

1. The proposed use conforms to the Weber County Code.
2. The proposed use is not anticipated to cause harm to the natural surroundings.
3. The proposal is not anticipated to be detrimental to public health, safety, or welfare by adhering to State and County regulations.

Exhibits

- A. Project Description and site plan
- B. Department of Environmental Quality letter
- C. Engineered plans

Area Map



Kristi Bell, Uintah City Councilwoman
2191 East 6550 South
Uintah City, UT 84405
(801) 479-4130

Weber County Planning Division
2380 Washington Blvd., Suite 240
Ogden, Utah 84401-1473
(801) 399-8791

Dear Weber County Planning Division:

Uintah City is requesting a conditional use permit to reconstruct a culinary water tank at approximately 6400 South and Bybee Drive. The following information is to demonstrate that the proposed facility meets the criteria found in Title 108, Chapter 4 Section 4 of the Weber County Code and other applicable review criteria specific to the proposed facility.

Background:

The water tank property is zoned RE 20. Water storage facilities are a conditional use for the RE 20 zone noted by Sec 104-3-5 (h) of the Weber County Land Use Code.

There is an existing water tank on the property that was constructed in 1970. It is a partially buried concrete structure. The existing tank needs to be replaced due to structural deficiencies identified by the State of Utah, Division of Drinking Water.

For operational reasons, the existing tank cannot be removed until a new tank is constructed. However, the site is too small for the new tank and the existing tank. Consequently, a smaller tank will be constructed and put online first. Following the construction of the new smaller tank the existing tank will be removed and a second smaller tank will be constructed to meet the storage needs for Uintah City.

Because the proposed structures will be underground with only the concrete deck exposed, we believe that they may reasonably be compared to buried utility lines and treated similarly for setbacks and visual impacts.

Site hazards include steep slopes and the proximity to the Wasatch Fault Zone which is located along the western base of the Wasatch Mountain Range. A surface fault rupture hazard evaluation was conducted in June 2000 by Terracon Consulting Geotechnical Engineers. Due to the age of the Terracon report an additional site investigation was conducted in April 2020 by Wester Geologic & Environmental. Both reports identify soil displacement at the site consistent with faulting and/or lateral spread landslide activity that may have occurred shortly after the retreat of Lake Bonneville. A geotechnical investigation was also conducted in May 2020 which identifies specific soil characteristics. Both the surface fault rupture hazard evaluation and the geotechnical investigation provided the information necessary for the structural engineer to design the proposed facilities.

A technical design meeting was held on May 27, 2020 with the city engineer, structural engineer, geotechnical engineer, and professional geologist to discuss the design of the proposed structures under

the expected site constraints and conditions. The design of the proposed facilities, including design calculations and reports, has been reviewed and approved by the State of Utah, Division of Drinking Water.

Detrimental effects to Zone RE 20:

Activity: The proposed facility is consistent with the current conditional use since a water tank is already located at the site. Daily activity at the site is expected to be less than the activity expected for the governing RE 20 residential zone. In the 50 years that the existing tank has been operational, there has been minimal activity at the site. Weekly site visits are made by the system operator to check on the facility, perform routine care and maintenance, and conduct informal inspections. Formal inspections are scheduled every three years by the local health department or the Utah State Division of Drinking Water. Past maintenance activities include a significant repair to the tank lid in 2000 when the concrete lid was removed and replaced. Minor repairs were made to the exposed walls of the tank in 2019 to seal up some exposed cracking in the concrete. It is expected that similar maintenance and activities may be necessary for the proposed facility. We do not believe that activities at the site will be detrimental to the overlying RE 20 residential zone.

Parking: The proposed facility is not expected to regularly utilize any on street parking. Off-street parking will be provided for activities such as the weekly site visits or scheduled inspections. The site will be provided with a vehicular access road leading up to the top of the tanks so that the system operator can park next to the tank access hatches which can be opened to visually inspect the interior. The proposed off-street parking can also accommodate other activities needed to provide regular maintenance at the site.

Traffic: The proposed facility will not increase traffic or inhibit traffic circulation.

Signs and Advertising: No signs or advertising will be desired at the site.

Storage: This is an underground water storage facility. No materials are expected to be stored at the site.

Delivery and Loading: The proposed facility will not require delivery of product. Loading and unloading of product is not expected at the site.

Architecture and Landscaping: The proposed facility is not expected to create any additional visual impacts to the area. The new tanks will be backfilled and hidden from view much like the existing tank. Due to the nature of the facility it is best to keep it unrecognizable as much as possible. The site is currently covered by natural vegetation. Bare soil exposed from grading activities shall be covered with native vegetation to protect against soil erosion by wind or water and restore the pre-construction conditions at the site. The use of native vegetation is also helpful to conserve water. No irrigation will be needed at the site.

Fencing: The site is currently protected by a security fence. The new site will also need security fencing as required by the Division of Drinking Water rules and standards.

Noise: The proposed facility is not expected to produce any noise either during the day or during the night. We believe that it will have less impact than a typical residence in the current zone.

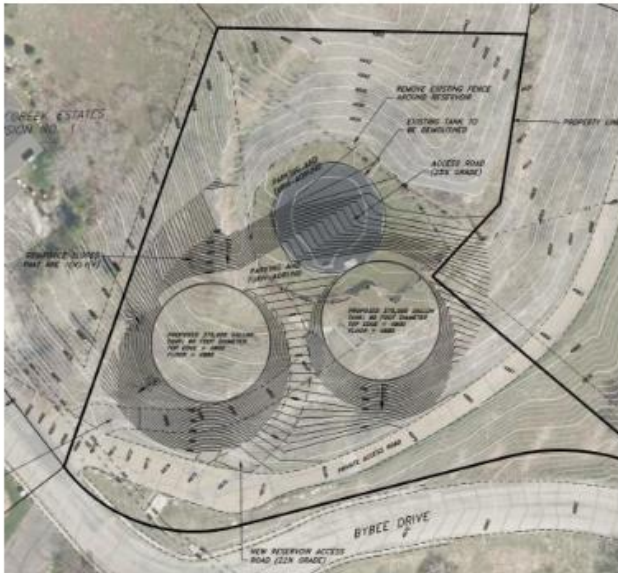
Lighting: The proposed facility is not expected to require any lighting that could disturb the current residential zone.

Other: We do not believe that there will be any other detrimental effects to consider.

Please consider the above explanation for the requested conditional use permit. Below is a photograph of the site looking eastward from Bybee Drive and a portion of the conceptual site plan showing the proposed changes.



Photo of the existing reservoir site. Taken from Bybee Drive looking east.



Conceptual site plan



State of Utah

SPENCER J. COX
Governor

DEIDRE HENDERSON
Lieutenant Governor

Department of
Environmental Quality

Kimberly D. Shelley
Executive Director

DIVISION OF DRINKING WATER
Tim Davis
Director

December 9, 2021

Kristi Bell
Uintah City Water System
2105 East 6550 South
Uintah Utah 84405

Subject: **Plan Approval**, Bybee Tank 2 Replacement (ST002) and Bybee Tank 1 (ST003);
Uintah Town Water System, System #29020, File #12800

Dear Kristi Bell:

The Division of Drinking Water (the Division) received the plans and specifications for the replacement of the Bybee Tank with Bybee Tank 2 Replacement and Bybee Tank 1 from your consultant, Matt Hartvigsen from Jones and Associates on November 15, 2021. Final plans including professional engineer stamps were submitted to the Division December 6, 2021. This project has met the conditions for receiving a plan approval.

The original Bybee Tank was a buried concrete tank with a capacity of 250,000 gallons and, due to age and deterioration of the original concrete, will be disconnected from the system, demolished, and removed from the site. Our understanding of the project is the replacement of the original Bybee tank with the following:

- Two new buried concrete tanks will be constructed with the following details:
 - Each tank will have a capacity of 375,000 gallons.
 - The site is graded to drain away from the tanks and prevent ponding of stormwater runoff in the area.
 - A shoe box style lid with a two-inch overhang, gasket and lock will be installed (on each tank).
 - Air vents are covered with #14 mesh.
 - The site is fenced and locked to prevent intrusion.
 - Seismic structure analysis was completed on both tank's construction due to the proximity to a fault.
 - Bybee Tank 2 Replacement is identified as ST002 within the Division's database.
 - Bybee Tank 1 is identified as ST003 within the Division's database.

Kristi Bell
Page 2 of 2
December 9, 2021

We have completed our review of the plans and specifications, stamped, and signed by Matt Hartvigsen, P.E., dated December 3, 2021, and find they basically comply with the applicable portions of Utah's Administrative Rules for Public Drinking Water Systems in R309. On this basis, **the plans for Bybee Tank 2 (ST002) and Bybee Tank 1 Replacement (ST003) are hereby approved.**

This approval pertains to construction only. **An Operating Permit must be obtained from the Director before Bybee Tank 2 (ST002) and Bybee Tank 1 Replacement (ST003) may be put in service.** A checklist outlining the items required for operating permit issuance is enclosed for your information.

Approvals or permits from the local authority or the county may be necessary before beginning construction of this project. As the project proceeds, notice of any changes in the approved design, as well as any change affecting the quantity or quality of the delivered water, must be submitted to the Division. We may also conduct interim and final inspections of this project. Please notify us when actual construction begins so that these inspections can be scheduled.

This approval must be renewed if construction has not begun or if substantial equipment has not been ordered within one year of the date of this letter.

If you have any questions regarding this approval, please contact Cheryl Parker, of this office, at (385) 271-7039, or me at (385) 515-1464.

Sincerely,



Michael Newberry, P.E.
Engineering Manager

CP/mrm/mdb

Enclosures – Operating Permit Checklist

cc: Michelle Cooke, Weber-Morgan Health Department, mcooke@co.weber.ut.us
Matt Hartvigsen, Jones and Associates, matth@jonescivil.com
Kristi Bell, Uintah City, CCKRISTIBELL@gmail.com
Jeff Holden, Uintah City, pw@uintahcity.com
Cheryl Parker, Division of Drinking Water, chparker@utah.gov

DDW-2021-040902

Utah Division of Drinking Water — Checklist for Issuing Operating Permits

Water System Name: _____ System Number: _____

Project Description: _____ File Number: _____

Items 1 through 8 below must be submitted to the Division and found to be acceptable prior to operating permit issuance (unless a water line project meets the requirements of R309-500-7 and is not required to obtain an Operating Permit).

Distribution lines (not including in-line booster pump stations) requiring Plan Approval may be placed into service prior to submitting all of the following items and receipt of Operating Permit if the water system has received items 1 and 4 below.

- ☐ 1. Certification of Rule Conformance by a professional engineer (P.E.) that all conditions of Plan Approval were accomplished, and if applicable, changes made during construction were in conformance with rules R309-500 through 550
- ☐ 2. As-built or record drawings incorporating all changes to approved plans and specifications (unless no changes were made to the previously approved plans during construction)
- ☐ 3. Confirmation that as-built or record drawings have been received by the water system
- ☐ 4. Satisfactory bacteriological samples as evidence of proper disinfection and flushing in accordance with the appropriate ANSI/AWWA standards:
 - ☐ ANSI/AWWA C651-14 AWWA Standard for Disinfecting Water Mains
Two consecutive sample sets at least 16 hours apart, none positive (e.g., every 1,200 feet, end-of-line, each branch)
 - ☐ ANSI/AWWA C652-11 AWWA Standard for Disinfection of Water-Storage Facilities
One or more samples, none positive
 - ☐ ANSI/AWWA C653-13 AWWA Standard for Disinfection of Water Treatment Plants
Two consecutive samples per unit, none positive, no less than 30 minutes apart
 - ☐ ANSI/AWWA C654-13 AWWA Standard for Disinfection of Wells
Two consecutive samples, none positive, no less than 30 minutes apart
- ☐ 5. Water quality data, where appropriate *[For example, include raw and finished water data that demonstrate satisfactory performance of the treatment facility; sample should be taken from a storage tank for residual volatile organic compounds after tank interior re-coating; etc.]*
- ☐ 6. If applicable, all other documentation that may have been required during the plan review process
- ☐ 7. If applicable, confirmation that the water system owner has received the O&M manual for the new facility
- ☐ 8. If applicable, location data of new storage tank, treatment facility, or source

Exhibit C

UINTAH CITY BYBEE TANK REPLACEMENT PROJECT

Index

CIVIL

1. PROJECT LOCATION / INDEX SHEET
2. GENERAL NOTES AND TRUCK ROUTE
3. DEMOLITION PLAN
4. SITE PLAN
5. DRAIN LINE PROFILE
6. WATER TANK PIPING DETAILS
7. WATER TANK APPURTENANCES DETAILS
8. ELECTRICAL METER BASE & LAND DRAIN DETAILS
9. GRADING PLAN
10. SECTION VIEW
11. FENCING DETAILS

CITY STANDARDS

- CS4 TRENCH SECTION & THRUST BLOCK

REINFORCED SLOPE

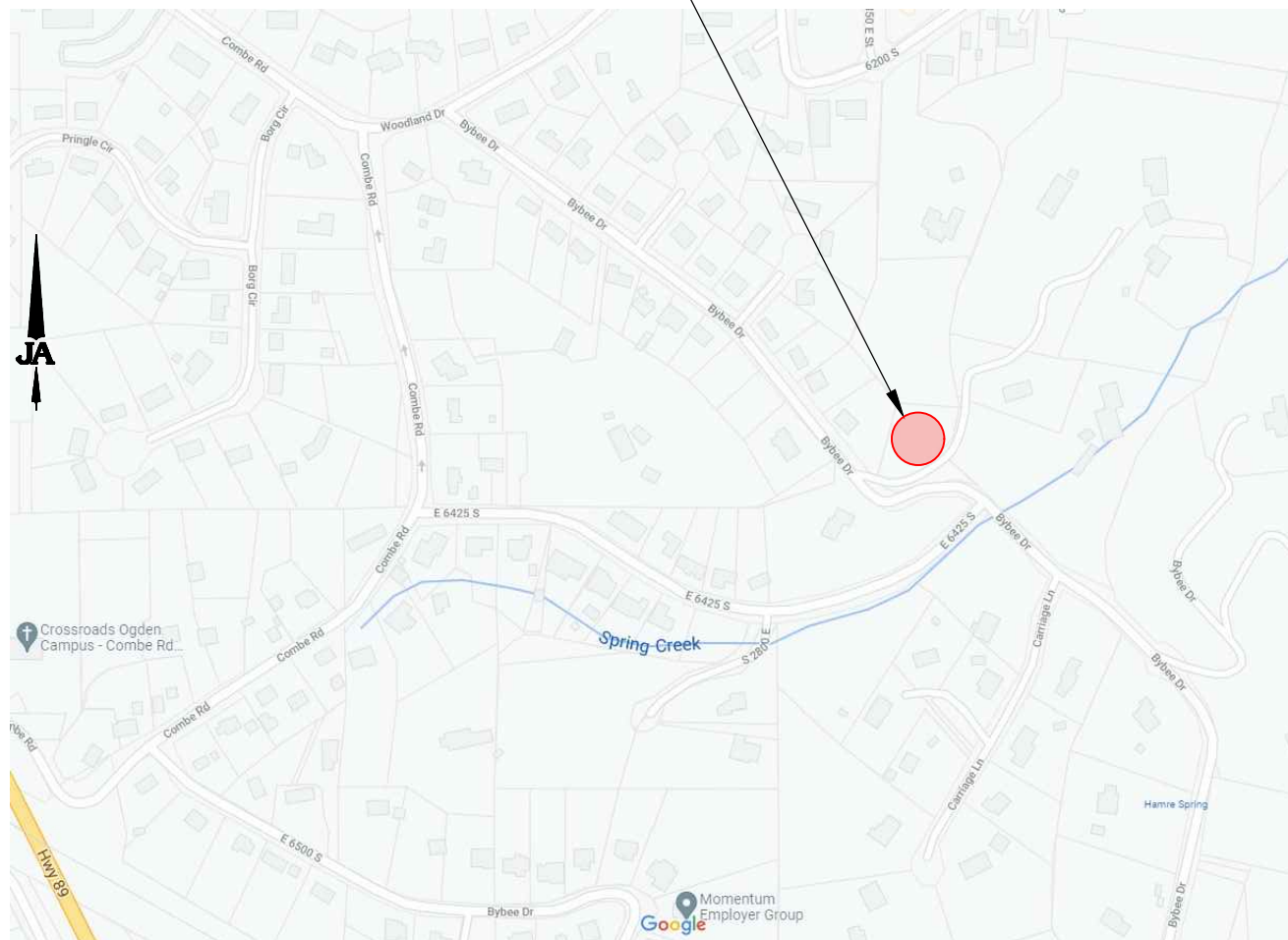
- RS1 SLOPE REINFORCEMENT DETAILS
RS2 SLOPE REINFORCEMENT DETAILS

STRUCTURAL

- S1 STRUCTURAL NOTES
S2 FOOTING & FOUNDATION PLAN
S3 STRUCTURAL DETAILS



PROJECT LOCATION

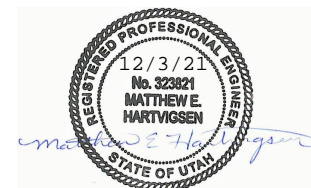


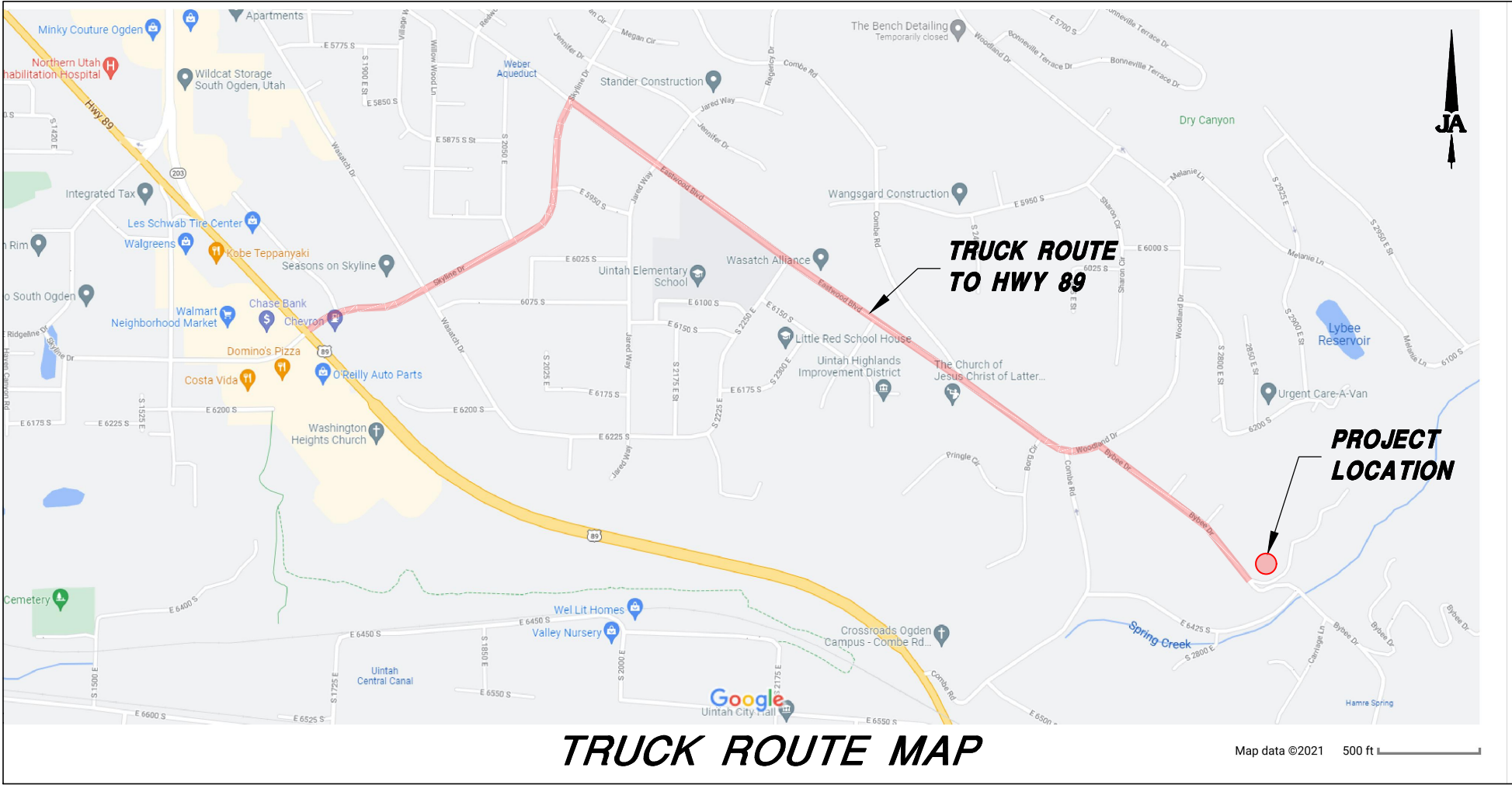
LOCATION MAP



6080 FASHION POINT DRIVE
South Ogden, Utah 84403
(801) 476-9767
www.jonescivil.com

DECEMBER 2021 - BID SET





TRUCK ROUTE MAP

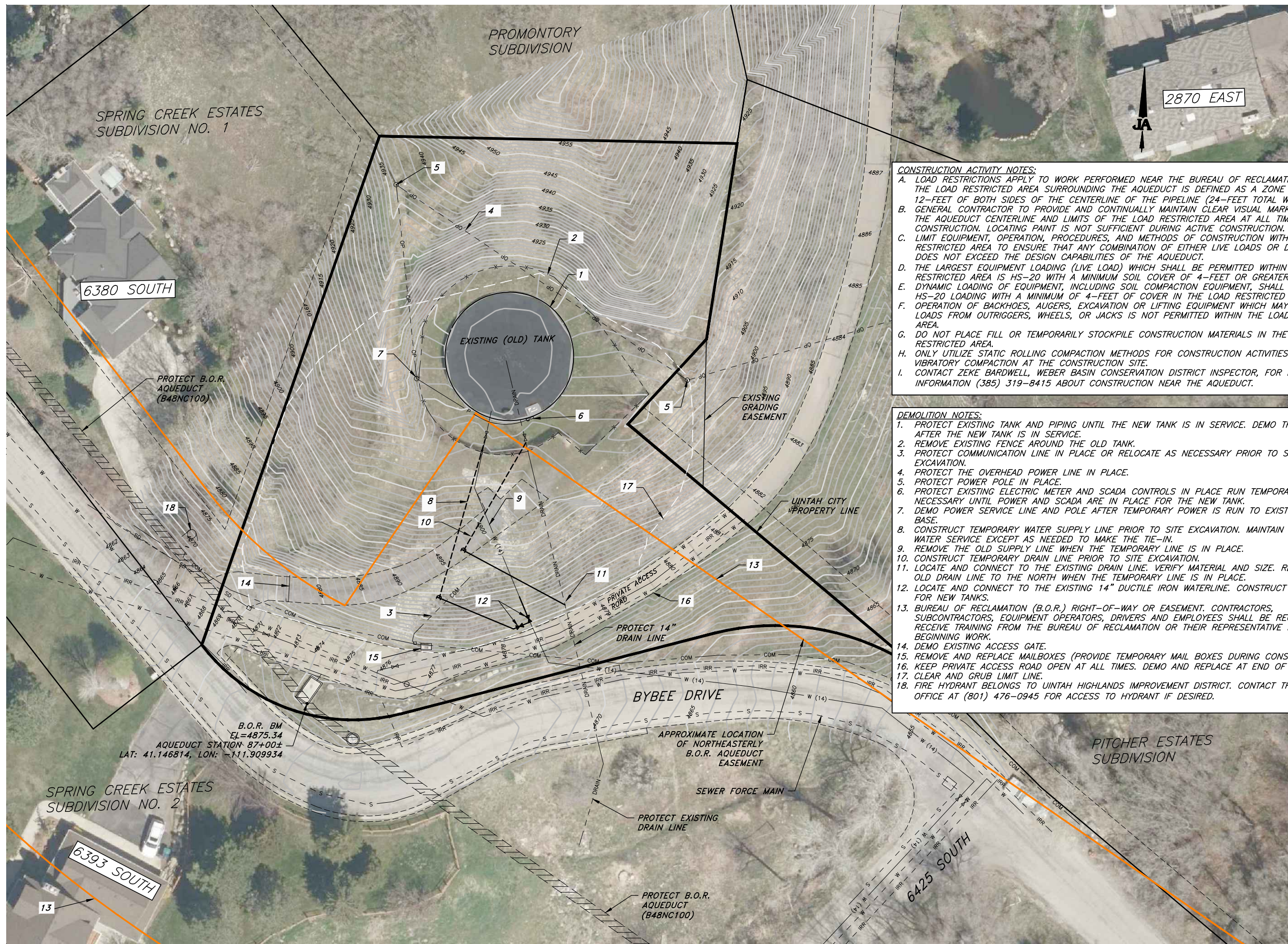
GENERAL NOTES:

1. WEBER COUNTY HAS COORDINATED A TRUCK ROUTE FOR THIS PROJECT. MATERIAL TAKEN TO AND FROM THE SITE WILL NEED TO FOLLOW THIS ROUTE.
2. THE SITE SHOULD BE EXCAVATED AND CLEARED TO CREATE A STAGING AREA NEXT TO THE FOOTPRINT OF THE NEW TANK THAT WILL ACCOMMODATE MATERIAL STORAGE, CRANE, AND PUMP TRUCK AS NEEDED.
3. THE CONTRACTOR IS DISCOURAGED FROM UTILIZING THE PUBLIC RIGHT-OF-WAY FOR PARKING.
4. HS20 LOADING CANNOT BE EXCEEDED FOR THE ROADS AND THE WEBER AQUEDUCT. SEE THE "CONSTRUCTION ACTIVITY NOTES" FOR MORE INFORMATION.
5. THE GENERAL CONTRACTOR SHALL OBTAIN A STORM WATER CONSTRUCTION ACTIVITY PERMIT FROM WEBER COUNTY. YOU MAY CONTACT BRAD CRAGUN WITH WEBER COUNTY AT (801) 399-8054 WITH ANY QUESTIONS.
6. THIS PROJECT INCLUDES THE CONSTRUCTION OF TWO NEW TANKS AND THE DEMOLITION OF THE EXISTING TANK. TANKS ARE CAST-IN-PLACE REINFORCED CONCRETE STRUCTURES.
7. PIPE SHALL BE DUCTILE IRON CL-51 MECHANICAL JOINT UNLESS SPECIFIED OTHERWISE. ALL PIPE JOINTS SHALL INCLUDE MEGA-LUGS INCLUDING THE TANK DRAIN LINES.
8. DISTURBED SOIL SHALL BE STABILIZED AND RE-VEGETATED.
9. DURING CONSTRUCTION PROVIDE STORM WATER POLLUTION PREVENTION BMP's TO PREVENT THE DISCHARGE OF POLLUTANTS INTO OFFSITE STORM WATER FACILITIES.
10. THE EXISTING RESERVOIR CANNOT BE REMOVED UNTIL ONE OF THE NEW RESERVOIRS HAS BEEN COMPLETED AND PLACED ONLINE.
11. THE PRIVATE ACCESS ROAD MUST BE MAINTAINED AND LEFT OPEN DURING ALL PHASES OF CONSTRUCTION.
12. PROPERTY CORNERS HAVE BEEN SET BY REEVE AND ASSOCIATES, INC (SEE RECORD OF SURVEY JULY 2020). PROTECT PROPERTY MARKERS (EXCEPTION-PROPERTY CORNER NEAR TANK 2).
13. SEE GEOTECHNICAL REPORT FOR SOIL CONDITIONS (CHRISTENSEN GEOTECHNICAL REPORT NO. 226-001, MAY 16, 2020).
14. SEE SURFACE FAULT RUPTURE HAZARD EVALUATION FOR GEOLOGIC CONDITIONS (WESTERN GEOLOGIC & ENVIRONMENTAL, LLC REPORT NO. 5379, APRIL 29, 2020).
15. BUREAU OF RECLAMATION (B.O.R.) RIGHT-OF-WAY OR EASEMENTS ARE PRESENT ON THE SITE. CONTRACTORS, SUBCONTRACTORS, EQUIPMENT OPERATORS, DRIVERS AND EMPLOYEES SHALL BE REQUIRED TO RECEIVE TRAINING FROM THE BUREAU OF RECLAMATION OR THEIR REPRESENTATIVE PRIOR TO BEGINNING WORK.
16. THE CONTRACTOR SHALL EXAMINE THE DRAWINGS AND SHALL NOTIFY THE OWNER OF ANY DISCREPANCIES OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.
17. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AT THE SITE AND SHALL NOTIFY THE ENGINEER OF DISCREPANCIES BETWEEN THE ACTUAL CONDITIONS AND INFORMATION SHOWN ON THE DRAWINGS BEFORE PROCEEDING WITH THE WORK.
18. THE UTAH CITY PUBLIC WORKS STANDARDS SHALL APPLY UNLESS SPECIFICALLY NOTED OTHERWISE. ALL WORK SHALL CONFORM TO AT LEAST THE MINIMUM STANDARDS OF THE INTERNATIONAL BUILDING CODE (LATEST EDITION) AND OTHER REGULATORY AGENCIES EXERCISING AUTHORITY OVER ANY PORTION OF THE WORK WHERE APPLICABLE.

19. SPECIFIC NOTES AND DETAILS SHALL TAKE PRECEDENCE OVER GENERAL NOTES, TYPICAL DETAILS AND SPECIFICATIONS.
20. THE CONTRACTOR SHALL REFER TO THE TECHNICAL SPECIFICATIONS FOR INFORMATION NOT COVERED BY THESE GENERAL NOTES OR THE DRAWINGS.
21. THE CONTRACTOR SHALL PROVIDE AND BE RESPONSIBLE FOR THE TEMPORARY ERECTION OF BRACING AND SHORING AS REQUIRED FOR STABILITY OF STRUCTURES AND EXCAVATIONS DURING ALL PHASES OF CONSTRUCTION.
22. LOCAL PRIMARY HORIZONTAL AND VERTICAL CONTROL AND CONSTRUCTION STAKING WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
23. THE CONTRACTOR SHALL OBTAIN COUNTY PERMITS FOR WORK IN THE PUBLIC RIGHY-OF-WAY.
24. THE CONTRACTOR SHALL BE REQUIRED TO FURNISH ALL TEMPORARY WATER, POWER, OR OTHER UTILITIES AS REQUIRED TO COMPLETE CONSTRUCTION OF THE PROJECT AS DETAILED. THE WATER SUPPLIER IN THE AREA IS UTAH HIGHLANDS IMPROVEMENT DISTRICT.
25. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE ALL FLAGGING, BARRICADES AND TRAFFIC CONTROL AS MAY BE NECESSARY TO ENSURE SAFETY TO THE GENERAL PUBLIC DURING CONSTRUCTION. A TRAFFIC CONTROL PLAN SHALL BE DEVELOPED BY THE CONTRACTOR AND SUBMITTED TO THE COUNTY.
26. THE CONTRACTOR SHALL HOLD A VALID UTAH CONTRACTOR'S LICENSE THROUGHOUT THE CONTRACT PERIOD.
27. THE CONTRACTOR SHALL MAINTAIN CLEAN CONSTRUCTION AREAS. ALL DEBRIS, RUBBISH AND TRASH MUST BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.
28. THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN A SET OF DRAWINGS AT THE JOB SITE FOR THE PURPOSE OF RECORDING ALL ACTUAL MEASUREMENTS AND DETAILS TO BE USED IN THE PREPARATION OF "AS-BUILTS" OR "RECORD" DRAWINGS. FINAL PAYMENT WILL NOT BE RELEASED UNTIL "AS-BUILTS" OR "RECORD" DRAWINGS HAVE BEEN SUBMITTED TO AND ACCEPTED BY THE ENGINEER.
29. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT BLUE STAKES AT 1-800-662-4111 TO HAVE UNDERGROUND UTILITIES MARKED IN THE FIELD PRIOR TO ALL EARTHWORK OPERATIONS.
30. TOPSOIL SHALL BE STRIPPED AND STOCKPILED FOR REUSE ON FILL SLOPES, AND DISTURBED NON-TRAFFIC AREAS.
31. SEE THE PROJECT SPECIFICATIONS FOR GRADATION AND COMPACTION REQUIREMENTS FOR BEDDING, BACKFILL, BASE AND CRUSHED ROCK SURFACE COURSES.
32. ALL TRENCHES AND EXCAVATIONS SHALL BE CUT, PROTECTED AND SUPPORTED AS PRESCRIBED BY OSHA.
33. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE AND MAINTAIN ANY EQUIPMENT NECESSARY TO DEWATER EXCAVATIONS.
34. TOPSOIL SHALL BE REPLACED AND GRADED PRIOR TO REVEGETATION.
35. THE OPEN ENDS OF ALL PIPELINE UNDER CONSTRUCTION SHALL BE COVERED AND EFFECTIVELY SEALED AT THE END OF THE DAYS WORK.
36. CONTRACTOR IS PROHIBITED TO DROP PIPE INTO TRENCH.
37. MATERIALS TESTING SHALL BE ORDERED BY THE CONTRACTOR AND PAID BY THE CITY.
38. THE CONTRACTOR MUST MAINTAIN ACCESS FOR LOCAL TRAFFIC.
39. ALL BACKFILL MATERIAL IN CITY STREETS SHALL BE COMPACTED TO A MINIMUM OF 95% DRY DENSITY. ANY UNSUITABLE MATERIAL SHALL BE REMOVED AND PLACED IN NON-STRUCTURAL BACKFILL AREAS OR HAULED AWAY. IMPORT GRANULAR BACKFILL MATERIAL SHALL BE

- REQUIRED IN TRENCH AND ROADWAY AREAS IF PROPER COMPACTION CANNOT BE ACHIEVED WITH NATIVE MATERIAL. ENGINEER OR CITY INSPECTOR MAY REQUIRE IMPORTED GRANULAR BACKFILL AT THEIR DISCRETION.
40. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HANDLING / BYPASSING OF ALL BASE AND STORM FLOWS THROUGHOUT CONSTRUCTION.
 41. THE CONTRACTOR IS RESPONSIBLE TO ADHERE TO UPDES STORM WATER QUALITY REGULATIONS AND TO DEVELOP AND IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN (SWPPP). A SWPPP TEMPLATE CAN BE FOUND AT THE UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY. THE CONTRACTOR WILL BE RESPONSIBLE FOR FILING THE NOTICE OF INTENT (NOI) AND UPDATING THE SWPPP AS NEEDED THROUGHOUT THE PROJECT.
 42. THE CONTRACTOR IS RESPONSIBLE FOR ALL EROSION CONTROL. THE CONTRACTOR SHALL BE RESPONSIBLE TO PUT IN PLACE AND MAINTAIN ALL BEST MANAGEMENT PRACTICES (BMP's) AS DEEMED NECESSARY TO KEEP A CLEAN WORK SITE AND PREVENT ANY STORM WATER POLLUTION. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE TO IMMEDIATELY RESOLVE ANY ISSUE/CONCERN MADE KNOW BY THE ENGINEER, CITY, OR COUNTY INSPECTOR.
 43. THE CONTRACTOR SHALL BE RESPONSIBLE TO SWEEP ALL PUBLIC STREETS ADJACENT TO THE PROJECT AS NECESSARY AND AS OFTEN AS IS NEEDED IN ORDER TO KEEP THE PAVEMENT FREE FROM MUD AND DIRT AND KEEP TRACKING OF MATERIAL TO A MINIMUM.
 44. THE CONTRACTOR SHALL MEET ALL UTAH STATE DEPARTMENT OF ENVIRONMENTAL QUALITY AND U.S. EPA REQUIREMENTS WITH RESPECT TO THEIR MINIMUM RULES AND REGULATIONS.
 45. ALL QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
 46. THE CONTRACTOR SHALL HAVE ON SITE AT ALL TIMES AT LEAST ONE COPY OF THE SIGNED APPROVED PLANS & SPECIFICATIONS, AS WELL AS ALL PERMITS AS REQUIRED TO PERFORM THE WORK.
 47. CONTRACTOR IS RESPONSIBLE TO MAINTAIN ACCESS TO ALL DRIVEWAYS DURING CONSTRUCTION INCLUDING ANY MATERIAL NECESSARY TO MAINTAIN ACCESS. CONTRACTOR IS RESPONSIBLE TO COORDINATE CONSTRUCTION SCHEDULE AND ANY RELATED IMPACTS WITH RESIDENTS / PROPERTY OWNERS.
 48. ALL MATERIALS TO BE REMOVED SHALL BE HAULED AWAY & DISPOSED OF IN A SAFE AND LEGAL MANNER BY THE CONTRACTOR.
 49. THE CONTRACTOR SHALL POTHOLE UTILITIES THAT MAY HAVE A POTENTIAL CONFLICT, SUFFICIENTLY IN ADVANCE OF LAYING PIPE AND STRUCTURES TO ALLOW FOR ADJUSTMENTS IN THE PROPOSED DESIGN TO AVOID CONFLICTS.

1	12/3/21	MEH	BID SET	REV.	DATE	APPR.
DESIGNED						
DRAWN						
CHECKED						
SCALE:	22'x34'					
	H:1"=20'					
	11'x17'					
	H:1"=40'					
SHEET:	2					
OF 17 SHEETS						



- CONSTRUCTION ACTIVITY NOTES:**
- A. LOAD RESTRICTIONS APPLY TO WORK PERFORMED NEAR THE BUREAU OF RECLAMATION AQUEDUCT. THE LOAD RESTRICTED AREA SURROUNDING THE AQUEDUCT IS DEFINED AS A ZONE WITHIN 12-FOOT OF BOTH SIDES OF THE CENTERLINE OF THE PIPELINE (24-FOOT TOTAL WIDTH).
 - B. GENERAL CONTRACTOR TO PROVIDE AND CONTINUALLY MAINTAIN CLEAR VISUAL MARKINGS ALONG THE AQUEDUCT CENTERLINE AND LIMITS OF THE LOAD RESTRICTED AREA AT ALL TIMES DURING CONSTRUCTION. LOCATING PAINT IS NOT SUFFICIENT DURING ACTIVE CONSTRUCTION.
 - C. LIMIT EQUIPMENT, OPERATION, PROCEDURES, AND METHODS OF CONSTRUCTION WITHIN THE LOAD RESTRICTED AREA TO ENSURE THAT ANY COMBINATION OF EITHER LIVE LOADS OR DEAD LOADS DOES NOT EXCEED THE DESIGN CAPABILITIES OF THE AQUEDUCT.
 - D. THE LARGEST EQUIPMENT LOADING (LIVE LOAD) WHICH SHALL BE PERMITTED WITHIN THE LOAD RESTRICTED AREA IS HS-20 WITH A MINIMUM SOIL COVER OF 4-FOOT OR GREATER.
 - E. DYNAMIC LOADING OF EQUIPMENT, INCLUDING SOIL COMPACTION EQUIPMENT, SHALL NOT EXCEED HS-20 LOADING WITH A MINIMUM OF 4-FOOT OF COVER IN THE LOAD RESTRICTED AREA.
 - F. OPERATION OF BACKHOES, AUGERS, EXCAVATION OR LIFTING EQUIPMENT WHICH MAY IMPOSE POINT LOADS FROM OUTRIGGERS, WHEELS, OR JACKS IS NOT PERMITTED WITHIN THE LOAD RESTRICTED AREA.
 - G. DO NOT PLACE FILL OR TEMPORARILY STOCKPILE CONSTRUCTION MATERIALS IN THE LOAD RESTRICTED AREA.
 - H. ONLY UTILIZE STATIC ROLLING COMPACTION METHODS FOR CONSTRUCTION ACTIVITIES. DO NOT USE VIBRATORY COMPACTION AT THE CONSTRUCTION SITE.
 - I. CONTACT ZEKE BARDWELL, WEBER BASIN CONSERVATION DISTRICT INSPECTOR, FOR MORE INFORMATION (385) 319-8415 ABOUT CONSTRUCTION NEAR THE AQUEDUCT.

- DEMOLITION NOTES:**
- 1. PROTECT EXISTING TANK AND PIPING UNTIL THE NEW TANK IS IN SERVICE. DEMO THE OLD TANK AFTER THE NEW TANK IS IN SERVICE.
 - 2. REMOVE EXISTING FENCE AROUND THE OLD TANK.
 - 3. PROTECT COMMUNICATION LINE IN PLACE OR RELOCATE AS NECESSARY PRIOR TO SITE EXCAVATION.
 - 4. PROTECT THE OVERHEAD POWER LINE IN PLACE.
 - 5. PROTECT POWER POLE IN PLACE.
 - 6. PROTECT EXISTING ELECTRIC METER AND SCADA CONTROLS IN PLACE RUN TEMPORARY POWER AS NECESSARY UNTIL POWER AND SCADA ARE IN PLACE FOR THE NEW TANK.
 - 7. DEMO POWER SERVICE LINE AND POLE AFTER TEMPORARY POWER IS RUN TO EXISTING METER BASE.
 - 8. CONSTRUCT TEMPORARY WATER SUPPLY LINE PRIOR TO SITE EXCAVATION. MAINTAIN CONTINUOUS WATER SERVICE EXCEPT AS NEEDED TO MAKE THE TIE-IN.
 - 9. REMOVE THE OLD SUPPLY LINE WHEN THE TEMPORARY LINE IS IN PLACE.
 - 10. CONSTRUCT TEMPORARY DRAIN LINE PRIOR TO SITE EXCAVATION.
 - 11. LOCATE AND CONNECT TO THE EXISTING DRAIN LINE. VERIFY MATERIAL AND SIZE. REMOVE THE OLD DRAIN LINE TO THE NORTH WHEN THE TEMPORARY LINE IS IN PLACE.
 - 12. LOCATE AND CONNECT TO THE EXISTING 14" DUCTILE IRON WATERLINE. CONSTRUCT 12" VALVES FOR NEW TANKS.
 - 13. BUREAU OF RECLAMATION (B.O.R.) RIGHT-OF-WAY OR EASEMENT. CONTRACTORS, SUBCONTRACTORS, EQUIPMENT OPERATORS, DRIVERS AND EMPLOYEES SHALL BE REQUIRED TO RECEIVE TRAINING FROM THE BUREAU OF RECLAMATION OR THEIR REPRESENTATIVE PRIOR TO BEGINNING WORK.
 - 14. DEMO EXISTING ACCESS GATE.
 - 15. REMOVE AND REPLACE MAILBOXES (PROVIDE TEMPORARY MAIL BOXES DURING CONSTRUCTION).
 - 16. KEEP PRIVATE ACCESS ROAD OPEN AT ALL TIMES. DEMO AND REPLACE AT END OF PROJECT.
 - 17. CLEAR AND GRUB LIMIT LINE.
 - 18. FIRE HYDRANT BELONGS TO UNTAH HIGHLANDS IMPROVEMENT DISTRICT. CONTACT THE UHID OFFICE AT (801) 476-0945 FOR ACCESS TO HYDRANT IF DESIRED.

CONSULTING
ENGINEERS
JONES & ASSOCIATES
6080 Fashion Point Drive
South Ogden, Utah 84403
(801) 476-9767 www.jonescivil.com

UNTAH CITY CORPORATION
BYBEE TANK REPLACEMENT PROJECT

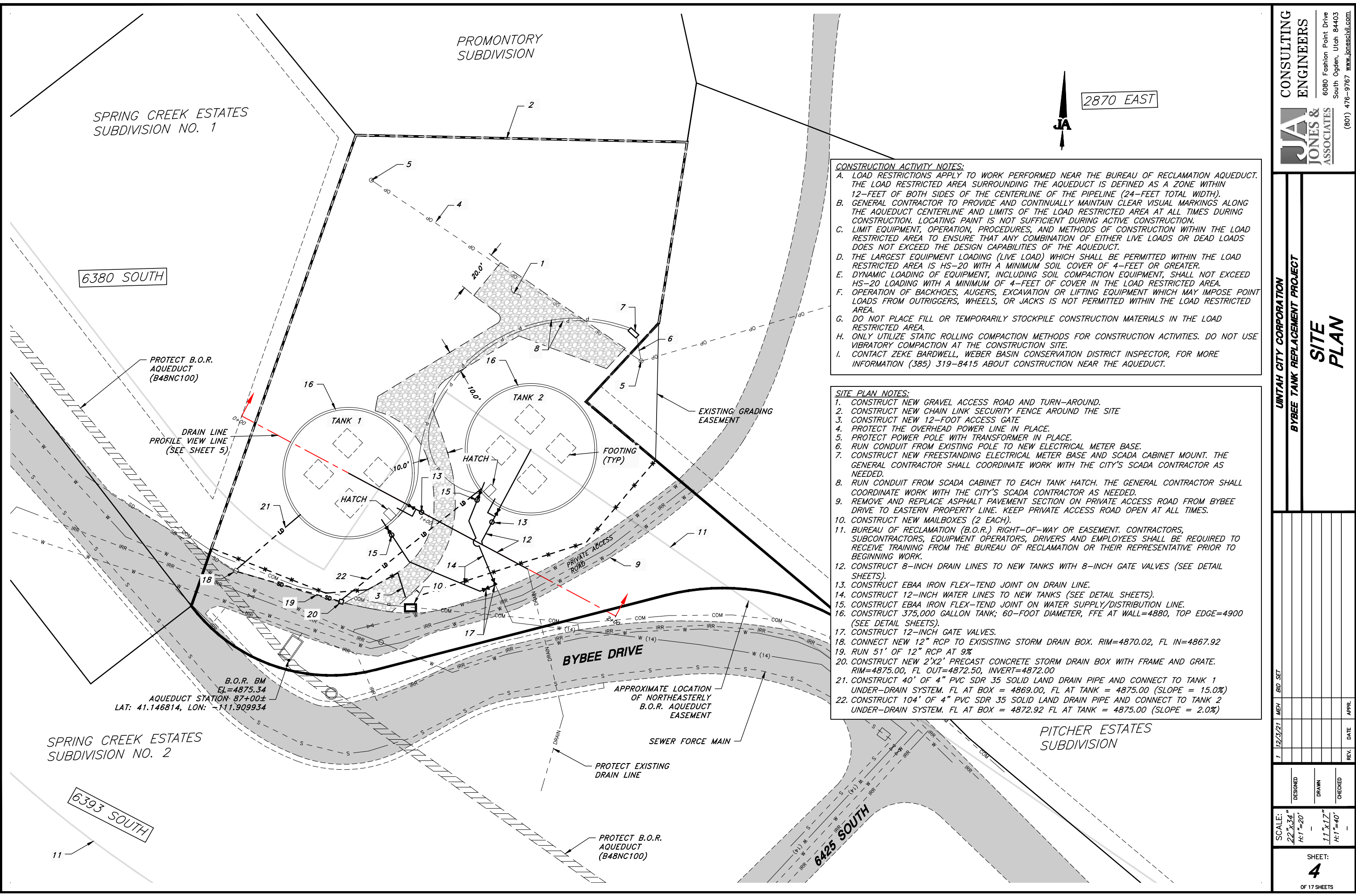
DEMOLITION
PLAN

REV.	DATE	APP.
1	12/3/21	MEH

SCALE:
22' x 34' -
H: 1" = 20'
11' x 17' -
H: 1" = 40'

DESIGNED
DRAWN
CHECKED

SHEET:
3
OF 17 SHEETS



CONSTRUCTION ACTIVITY NOTES:

- A. LOAD RESTRICTIONS APPLY TO WORK PERFORMED NEAR THE BUREAU OF RECLAMATION AQUEDUCT. THE LOAD RESTRICTED AREA SURROUNDING THE AQUEDUCT IS DEFINED AS A ZONE WITHIN 12- FEET OF BOTH SIDES OF THE CENTERLINE OF THE PIPELINE (24- FEET TOTAL WIDTH).
- B. GENERAL CONTRACTOR TO PROVIDE AND CONTINUALLY MAINTAIN CLEAR VISUAL MARKINGS ALONG THE AQUEDUCT CENTERLINE AND LIMITS OF THE LOAD RESTRICTED AREA AT ALL TIMES DURING CONSTRUCTION. LOCATING PAINT IS NOT SUFFICIENT DURING ACTIVE CONSTRUCTION.
- C. LIMIT EQUIPMENT, OPERATION, PROCEDURES, AND METHODS OF CONSTRUCTION WITHIN THE LOAD RESTRICTED AREA TO ENSURE THAT ANY COMBINATION OF EITHER LIVE LOADS OR DEAD LOADS DOES NOT EXCEED THE DESIGN CAPABILITIES OF THE AQUEDUCT.
- D. THE LARGEST EQUIPMENT LOADING (LIVE LOAD) WHICH SHALL BE PERMITTED WITHIN THE LOAD RESTRICTED AREA IS HS-20 WITH A MINIMUM SOIL COVER OF 4- FEET OR GREATER.
- E. DYNAMIC LOADING OF EQUIPMENT, INCLUDING SOIL COMPACTION EQUIPMENT, SHALL NOT EXCEED HS-20 LOADING WITH A MINIMUM OF 4- FEET OF COVER IN THE LOAD RESTRICTED AREA.
- F. OPERATION OF BACKHOES, AUGERS, EXCAVATION OR LIFTING EQUIPMENT WHICH MAY IMPOSE POINT LOADS FROM OUTRIGGERS, WHEELS, OR JACKS IS NOT PERMITTED WITHIN THE LOAD RESTRICTED AREA.
- G. DO NOT PLACE FILL OR TEMPORARILY STOCKPILE CONSTRUCTION MATERIALS IN THE LOAD RESTRICTED AREA.
- H. ONLY UTILIZE STATIC ROLLING COMPACTION METHODS FOR CONSTRUCTION ACTIVITIES. DO NOT USE VIBRATORY COMPACTION AT THE CONSTRUCTION SITE.
- I. CONTACT ZEKE BARDWELL, WEBER BASIN CONSERVATION DISTRICT INSPECTOR, FOR MORE INFORMATION (385) 319-8415 ABOUT CONSTRUCTION NEAR THE AQUEDUCT.

SITE PLAN NOTES:

- 1. CONSTRUCT NEW GRAVEL ACCESS ROAD AND TURN-AROUND.
- 2. CONSTRUCT NEW CHAIN LINK SECURITY FENCE AROUND THE SITE.
- 3. CONSTRUCT NEW 12-FOOT ACCESS GATE.
- 4. PROTECT THE OVERHEAD POWER LINE IN PLACE.
- 5. PROTECT POWER POLE WITH TRANSFORMER IN PLACE.
- 6. RUN CONDUIT FROM EXISTING POLE TO NEW ELECTRICAL METER BASE.
- 7. CONSTRUCT NEW FREESTANDING ELECTRICAL METER BASE AND SCADA CABINET MOUNT. THE GENERAL CONTRACTOR SHALL COORDINATE WORK WITH THE CITY'S SCADA CONTRACTOR AS NEEDED.
- 8. RUN CONDUIT FROM SCADA CABINET TO EACH TANK HATCH. THE GENERAL CONTRACTOR SHALL COORDINATE WORK WITH THE CITY'S SCADA CONTRACTOR AS NEEDED.
- 9. REMOVE AND REPLACE ASPHALT PAVEMENT SECTION ON PRIVATE ACCESS ROAD FROM BYBEE DRIVE TO EASTERN PROPERTY LINE. KEEP PRIVATE ACCESS ROAD OPEN AT ALL TIMES.
- 10. CONSTRUCT NEW MAILBOXES (2 EACH).
- 11. BUREAU OF RECLAMATION (B.O.R.) RIGHT-OF-WAY OR EASEMENT. CONTRACTORS, SUBCONTRACTORS, EQUIPMENT OPERATORS, DRIVERS AND EMPLOYEES SHALL BE REQUIRED TO RECEIVE TRAINING FROM THE BUREAU OF RECLAMATION OR THEIR REPRESENTATIVE PRIOR TO BEGINNING WORK.
- 12. CONSTRUCT 8- INCH DRAIN LINES TO NEW TANKS WITH 8- INCH GATE VALVES (SEE DETAIL SHEETS).
- 13. CONSTRUCT EBAA IRON FLEX- TEND JOINT ON DRAIN LINE.
- 14. CONSTRUCT 12- INCH WATER LINES TO NEW TANKS (SEE DETAIL SHEETS).
- 15. CONSTRUCT EBAA IRON FLEX- TEND JOINT ON WATER SUPPLY/ DISTRIBUTION LINE.
- 16. CONSTRUCT 375,000 GALLON TANK; 60- FOOT DIAMETER, FFE AT WALL=4880, TOP EDGE=4900 (SEE DETAIL SHEETS).
- 17. CONSTRUCT 12- INCH GATE VALVES.
- 18. CONNECT NEW 12" RCP TO EXISISTING STORM DRAIN BOX. RIM=4870.02, FL IN=4867.92
- 19. RUN 51' OF 12" RCP AT 9%
- 20. CONSTRUCT NEW 2'X2' PRECAST CONCRETE STORM DRAIN BOX WITH FRAME AND GRATE. RIM=4875.00, FL OUT=4872.50, INVERT=4872.00
- 21. CONSTRUCT 40' OF 4" PVC SDR 35 SOLID LAND DRAIN PIPE AND CONNECT TO TANK 1 UNDER- DRAIN SYSTEM. FL AT BOX = 4869.00, FL AT TANK = 4875.00 (SLOPE = 15.0%)
- 22. CONSTRUCT 104' OF 4" PVC SDR 35 SOLID LAND DRAIN PIPE AND CONNECT TO TANK 2 UNDER- DRAIN SYSTEM. FL AT BOX = 4872.92 FL AT TANK = 4875.00 (SLOPE = 2.0%)

CONSULTING
ENGINEERS
JONES & ASSOCIATES

6080 Fashion Point Drive
South Ogden, Utah 84403
(801) 476-9767 www.jonescivil.com

UNTAH CITY CORPORATION
BYBEE TANK REPLACEMENT PROJECT

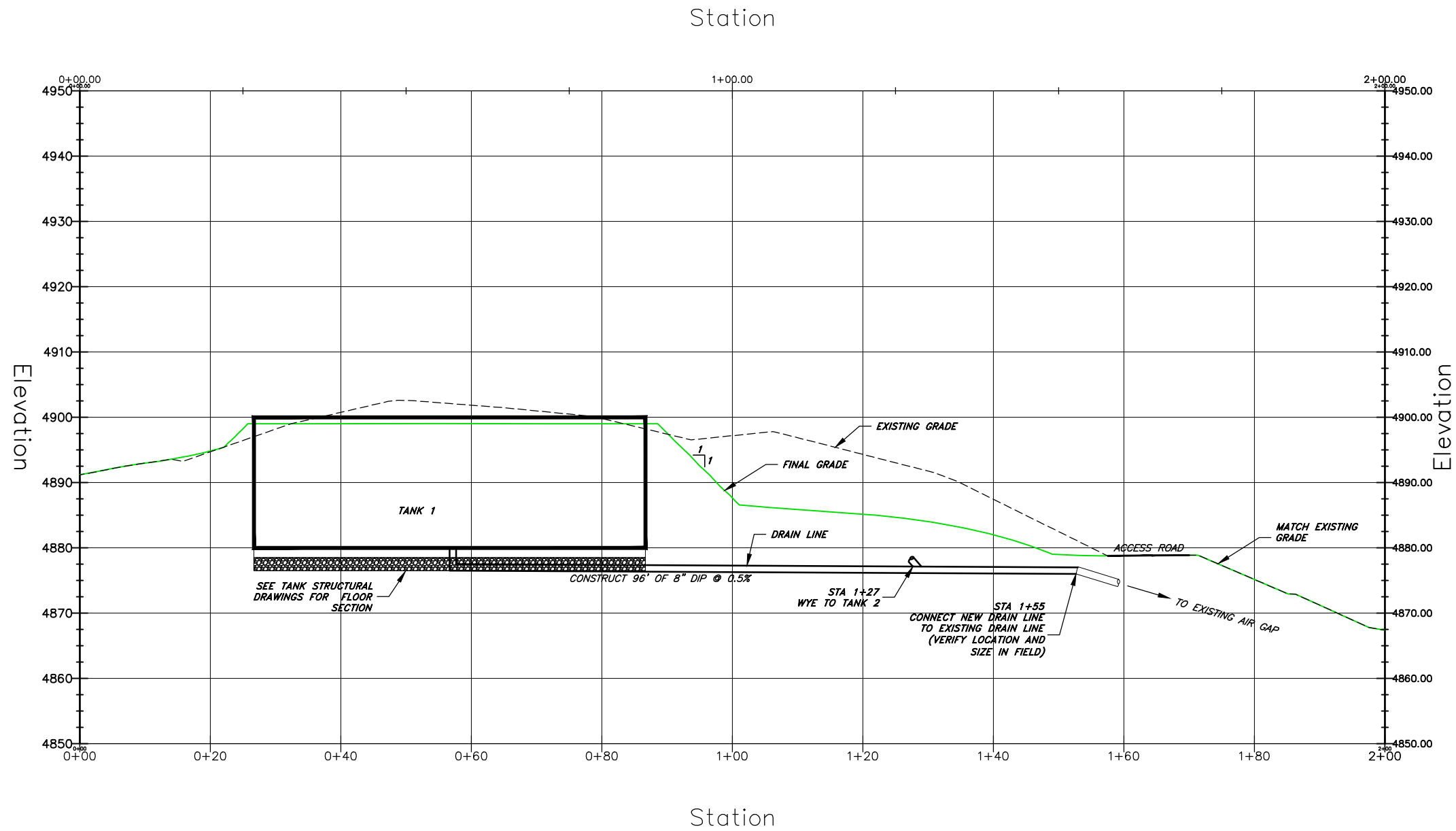
SITE
PLAN

REV.	DATE	APP.
1	12/3/21	MEH

SCALE: 22'x34' H:1"=20'
11'x17' H:1"=40'

DESIGNED
DRAWN
CHECKED

SHEET:
4
OF 17 SHEETS



UNTAH CITY CORPORATION

BYBEE TANK REPLACEMENT PROJECT

DRAIN LINE PROFILE

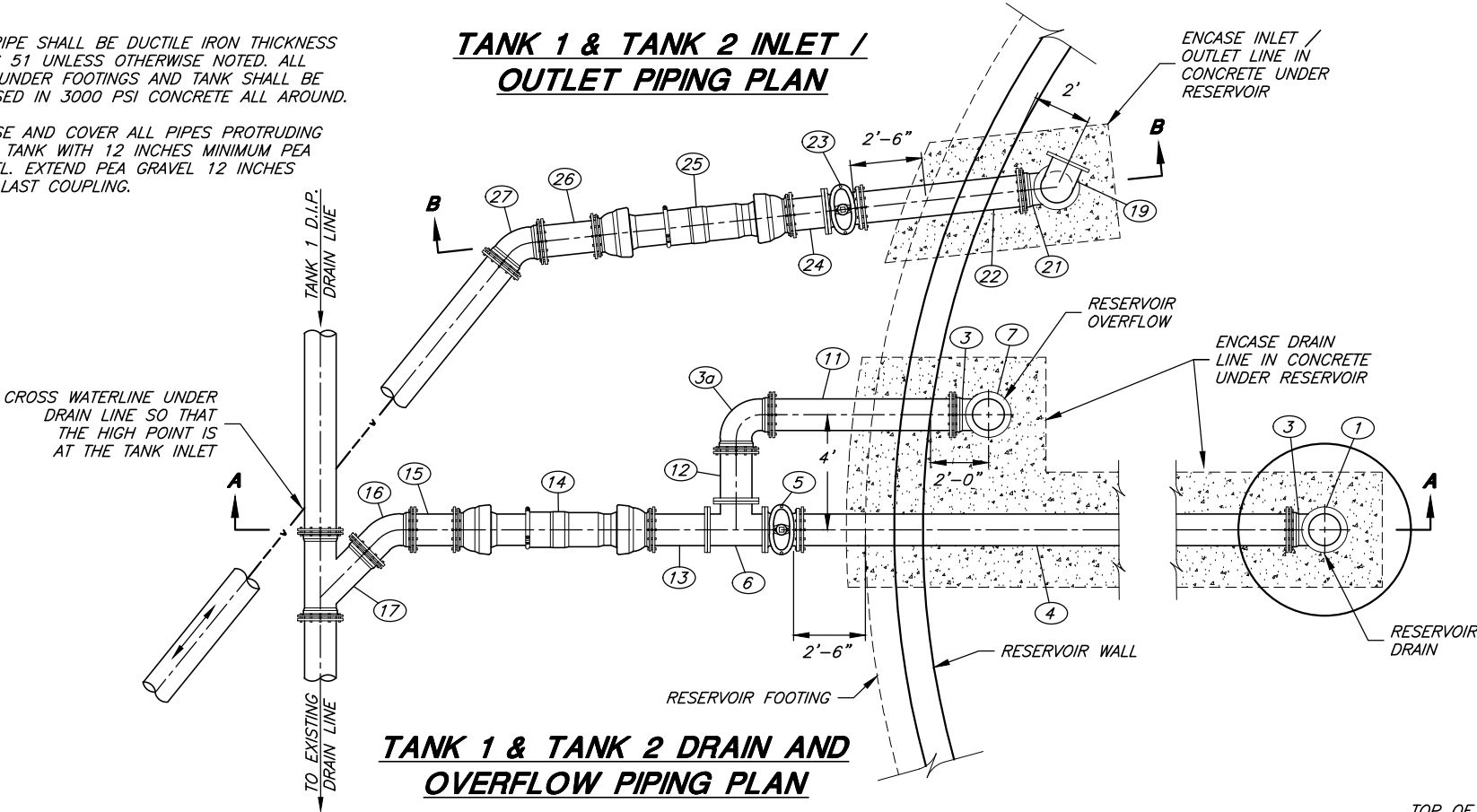
DESIGNED	12/3/21	MEH	BID SET
DRAWN			
CHECKED			
SCALE:			
22' x 34'			
H:1"=10'			
11' x 17'			
H:1"=20'			
V:1"=20'			
SHEET:			
5			
OF 17 SHEETS			

PIPE FITTING AND EQUIPMENT SCHEDULE

NO.	DESCRIPTION	SIZE	JOINT	TANK #
1	FLARED END WITH SEEPAGE RING (DRAIN)	8"Ø	FL.	TANK 1 & 2
2	DUCTILE IRON NIPPLE PIECE	8"Ø	FL.xP.E.	TANK 1 & 2
3	90° ELBOW	8"Ø	M.J.	TANK 1 & 2
3a	90° ELBOW W/ THRUST RESTRAINTS (MEGA-LUGS)	8"Ø	M.J.	TANK 1 & 2
4	DUCTILE IRON EXTENSION PIECE (CL-51)	8"Ø	P.E.xP.E.	TANK 1 & 2
5	"MUELLER" A-2361 GATE VALVE W/ THRUST RESTRAINTS (MEGA-LUGS)	8"Ø	FL.xM.J.	TANK 1 & 2
6	TEE	8"x8"x8"	FL.	TANK 1 & 2
7	FLARED END (OVERFLOW)	8"Ø	FL.	TANK 1 & 2
8	FLANGED COUPLING ADAPTOR	8"Ø	FL.xP.E.	TANK 1 & 2
9	DUCTILE IRON NIPPLE PIECE	8"Ø	FL.xP.E.	TANK 1 & 2
10	DUCTILE IRON NIPPLE PIECE W/ SEEPAGE RING	8"Ø	FL.xP.E.	TANK 1 & 2
11	DUCTILE IRON EXTENSION PIECE (CL-51)	8"Ø	P.E.xP.E.	TANK 1 & 2
12	DUCTILE IRON NIPPLE PIECE	8"Ø	FL.xP.E.	TANK 1 & 2
13	DUCTILE IRON NIPPLE PIECE	8"Ø	FL.xP.E.	TANK 1 & 2
14	"EBAA IRON INC" FLEX-TEND DOUBLE BALL EXPANSION JOINT MODEL# 408M22 W/ THRUST RESTRAINTS (MEGA-LUGS)	8"Ø	M.J.xM.J.	TANK 1 & 2
15	DUCTILE IRON EXTENSION PIECE (CL-51)	8"Ø	P.E.xP.E.	TANK 1 & 2
16	45° ELBOW W/ THRUST RESTRAINTS (MEGA-LUGS)	8"Ø	M.J.xP.E.	TANK 2
17	WYE W/ THRUST RESTRAINT JOINTS (MEGA-LUGS)	8"Ø	M.J.	TANK 2
18	SUPPORT BRACKET (TYPICAL) SEE DETAIL ON SHEET 6	--	--	TANK 1 & 2

- NOTES:
- ALL PIPE SHALL BE DUCTILE IRON THICKNESS CLASS 51 UNLESS OTHERWISE NOTED. ALL PIPE UNDER FOOTINGS AND TANK SHALL BE ENCASED IN 3000 PSI CONCRETE ALL AROUND.
 - ENCASE AND COVER ALL PIPES PROTRUDING FROM TANK WITH 12 INCHES MINIMUM PEA GRAVEL. EXTEND PEA GRAVEL 12 INCHES PAST LAST COUPLING.

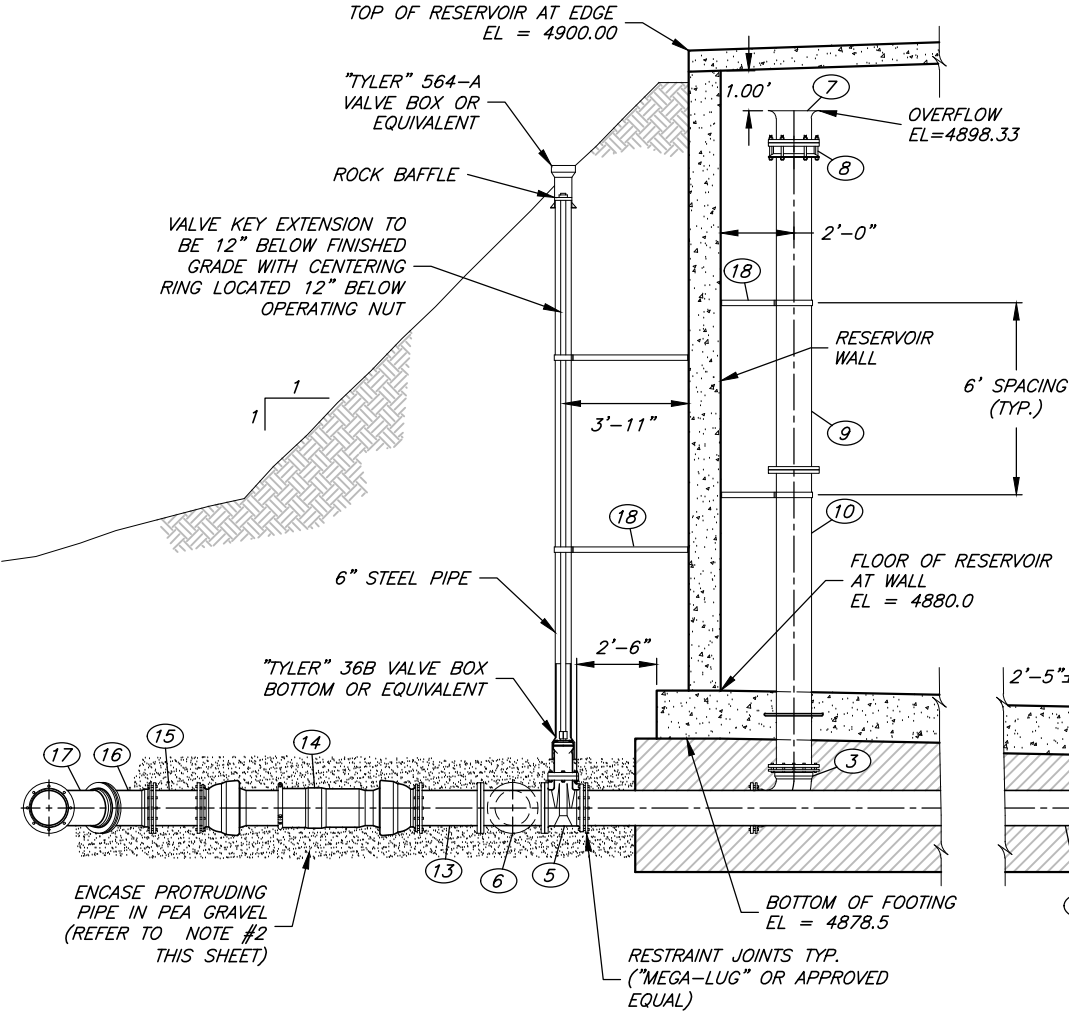
TANK 1 & TANK 2 INLET /
OUTLET PIPING PLAN



TANK 1 & TANK 2 DRAIN AND
OVERFLOW PIPING PLAN

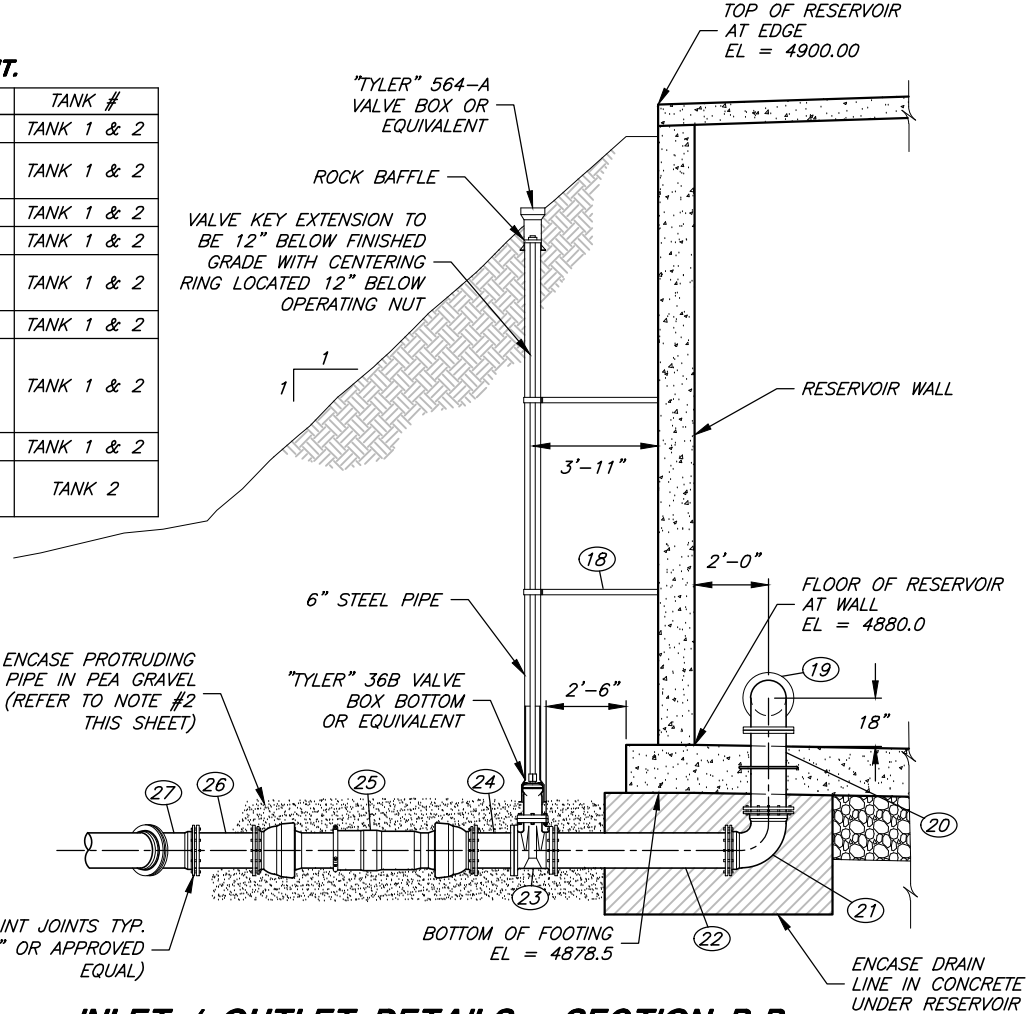
PIPE FITTING AND EQUIPMENT SCHEDULE CONT.

NO.	DESCRIPTION	SIZE	JOINT	TANK #
19	90° ELBOW	12"Ø	FL.	TANK 1 & 2
20	DUCTILE IRON NIPPLE PIECE W/ SEEPAGE RING	12"Ø	FL.xP.E.	TANK 1 & 2
21	90° ELBOW	12"Ø	M.J.	TANK 1 & 2
22	DUCTILE IRON EXTENSION PIECE (CL-51)	12"Ø	P.E.xP.E.	TANK 1 & 2
23	"MUELLER" A-2361 GATE VALVE W/ THRUST RESTRAINTS (MEGA-LUGS)	12"Ø	FL.xM.J.	TANK 1 & 2
24	DUCTILE IRON NIPPLE PIECE (18" MIN.)	12"Ø	FL.xP.E.	TANK 1 & 2
25	"EBAA IRON INC" FLEX-TEND DOUBLE BALL EXPANSION JOINT MODEL# 412M22 W/ THRUST RESTRAINTS (MEGA-LUGS)	12"Ø	M.J.xM.J.	TANK 1 & 2
26	DUCTILE IRON EXTENSION PIECE (CL-51)	12"Ø	P.E.xP.E.	TANK 1 & 2
27	45° ELBOW W/ THRUST RESTRAINTS (MEGA-LUGS)	12"Ø	M.J.xP.E.	TANK 2



DRAIN AND OVERFLOW DETAILS - SECTION A-A

N.T.S.



INLET / OUTLET DETAILS - SECTION B-B

N.T.S.

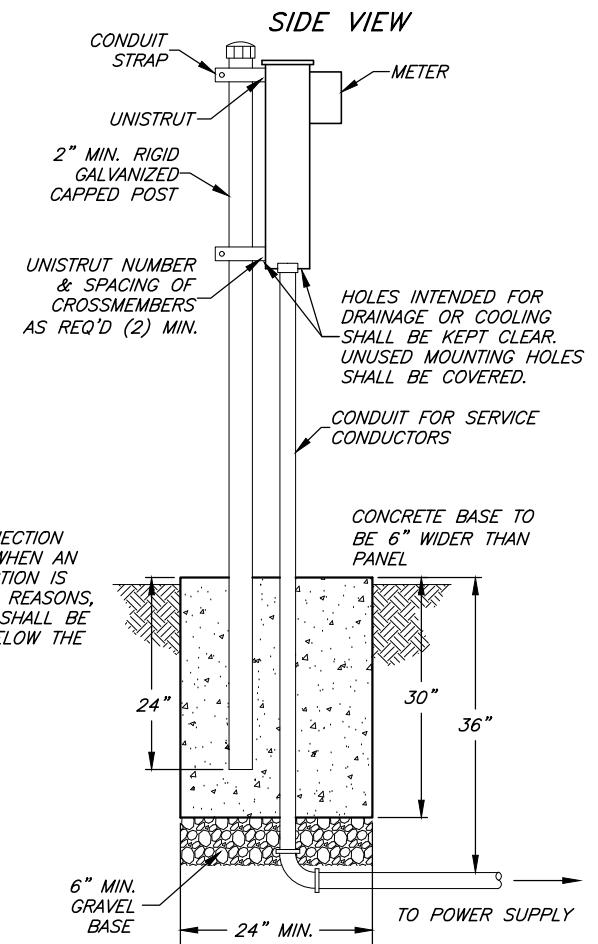
REV.	DATE	APP.
1	12/3/21	MEH

MEH DESIGNED	BEB DRAWN	MEH CHECKED
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SHEET:

6

OF 17 SHEETS

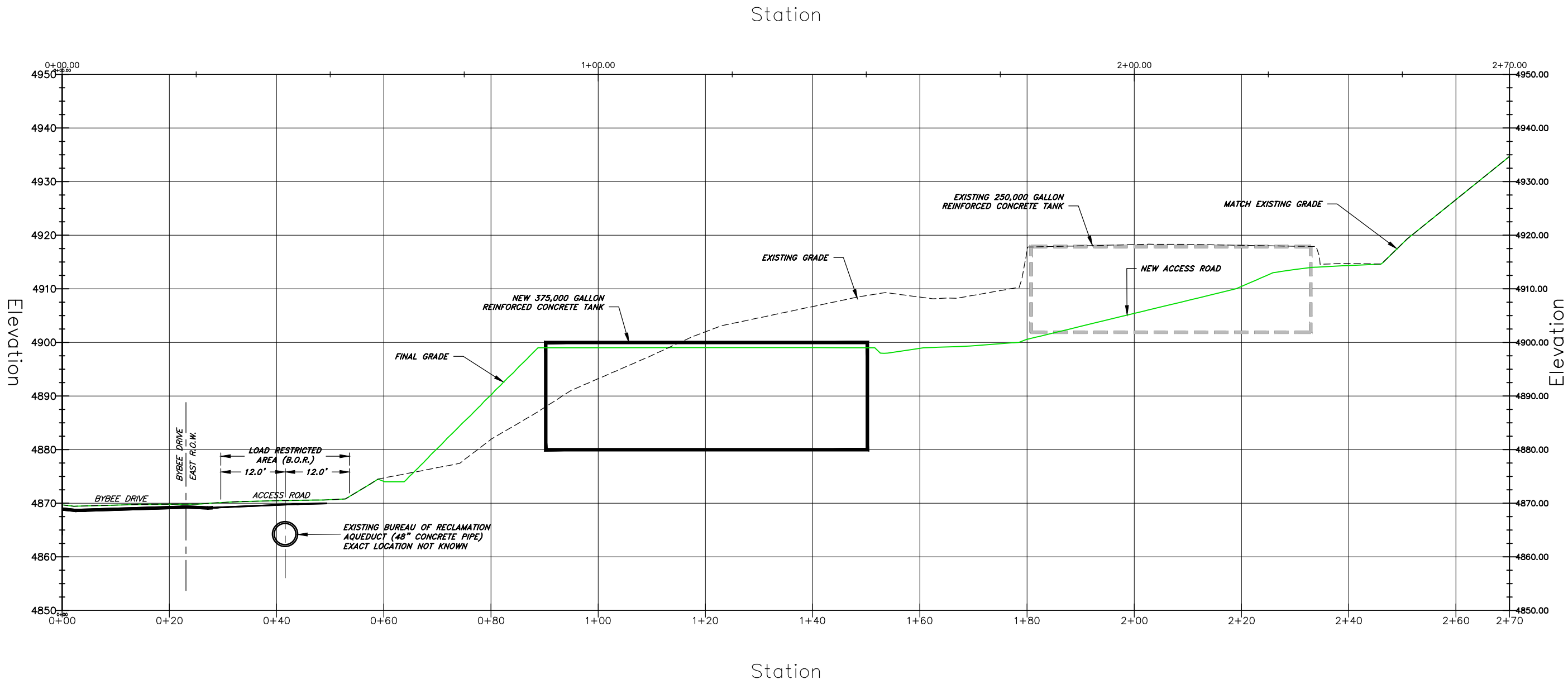


PROVIDE 4 STEEL BOLLARDS TO
PROTECT CONTROL PANEL. PLACE IN
FRONT OF PEDESTAL.

(STEEL POLE)
INSTALLATION PER ROCKY MOUNTAIN POWER
ELECTRIC SERVICE REQUIREMENTS MANUAL

1. THE CONTRACTOR SHALL MEET WITH THE POWER COMPANY TO DETERMINE THE LOCATION OF THE FREE-STANDING METER BASE.
2. THE FREE-STANDING METER BASE SHALL MEET ALL LOCAL ORDINANCE REQUIREMENTS.
3. THE METER SOCKET SHALL BE PROTECTED FROM DAMAGE BY USE OF BARRIER POSTS OR OTHER SUITABLE PROTECTION APPROVED BY THE POWER COMPANY.
4. THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN AN APPROVED PEDESTAL OR POLE POST.
5. THE ACCESS DOOR TO POWER COMPANY CONNECTIONS SHALL BE KEPT FREE OF OBSTRUCTIONS A MINIMUM OF 6" ABOVE THE FINAL GRADE, WITH A SEALABLE PROVISION FOR THE POWER COMPANY.
6. THE UNMETERED SERVICE CONDUCTOR AND THE METERED SERVICE CONDUCTOR SHALL NO BE RUN IN THE SAME CONDUIT, RACEWAY, OR GUTTER.
7. THE METER SOCKET AND SERVICE EQUIPMENT SHALL BE NEMA TYPE 3R (RAINPROOF), IN GOOD CONDITION WITH NO HOLES, DENTS OR DAMAGE, AND PLUMB IN ALL DIRECTIONS. THE INSTALLATION SHALL BE MADE WITH SUFFICIENT MATERIALS AND INSTALLED SUCH THAT IT REMAINS PLUMB FOR THE DURATION OF THE SERVICE.
8. CONDUIT AND CONDUCTOR TRENCHERS SHALL BE LOCATED AWAY FROM (AND NEVER UNDERNEATH) THE PAD AND FOUNDATION. FOR MOBILE HOMES, TRENCHES SHALL BE LOCATED CLEAR OF THE AREA PROVIDED FOR THE DWELLING.
9. WHERE TWO OR MORE METERS ARE LOCATED SIDE-BY-SIDE (SUCH AS WITH DUPLEXES OR IN MOBILE HOME PARKS), THE METER SOCKET ENCLOSURE SHALL BE PERMANENTLY LABELED WITH THE SPACE OR BERTH NUMBERS.

[illegible]



UNTAH CITY CORPORATION

BYBEE TANK REPLACEMENT PROJECT

DESIGNED

DRAWN

CHECKED

SCALE:
22' x 34'
H:1"=10'
V:1"=20'

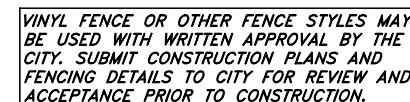
11' x 17'
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V:1"=20'

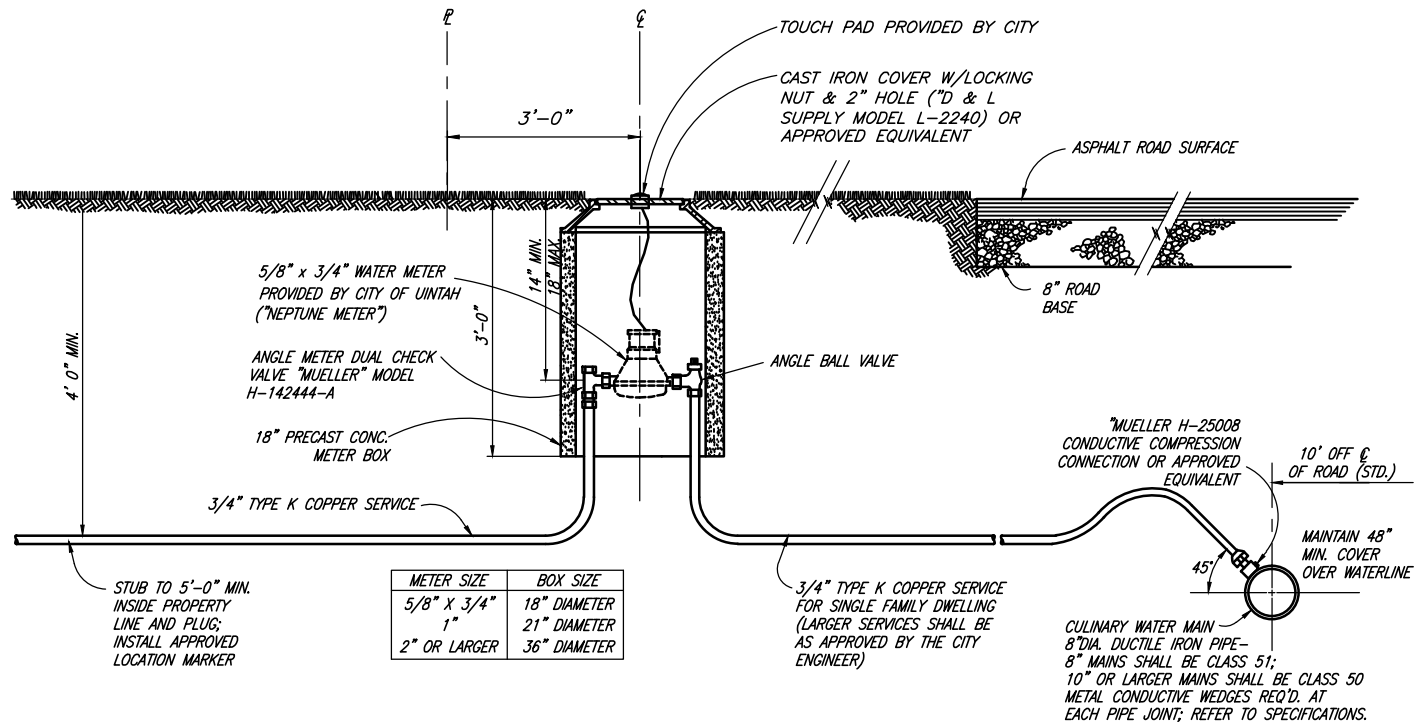
SHEET:
10
OF 17 SHEETS



1. MATERIALS, CONSTRUCTION, AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH PROJECT STANDARD SPECIFICATIONS.
2. THE TYPE OF TOP SUPPORT IS SPECIFIED IN THE BIDDING SCHEDULE, TYPES I AND II TUBULAR RAIL, TYPES III AND IV TENSION WIRE.
3. BARB WIRE SHALL BE USED ONLY WHEN DESIGNATED ON THE PLANS OR IN THE SPECIFICATIONS.
4. TWISTED AND BARBED SELVAGE TOP AND BOTTOM SHALL BE USED ON FENCES 5- FEET HIGH OR GREATER.
5. KNUCKLED SELVAGE ON TOP AND TWISTED AND BARBED ON BOTTOM SHALL BE USED ON FENCES LESS THAN 5- FEET.
6. ALL STEEL PIPE MEMBERS SHALL CONFORM TO ASTM A53 HOT DIPPED ZINC COATED HIGH TENSILE STEEL PIPE.
7. POSTS SHALL BE SCHEDULE 40 PIPE.
8. LINE POSTS SHALL BE LOCATED AT EQUAL SPACING FOR EACH SEGMENT WITH A MAXIMUM SPACING AS FOLLOWS:
 - a. TANGENT SECTIONS TO 500-FOOT RADIUS NOT MORE THAN 8- FEET.
 - b. UNDER 500-FOOT RADIUS TO 200-FOOT RADIUS NOT MORE THAN 8- FEET.
 - c. UNDER 200-FOOT RADIUS TO 100-FOOT RADIUS NOT MORE THAN 6- FEET.
 - d. UNDER 100-FOOT RADIUS NOT MORE THAN 5- FEET.
9. TRUSS RODS AND BRACES SHALL NOT BE REQUIRED FOR FABRIC HEIGHT LESS THAN 5- FEET.
10. TENSION WIRE SHALL BE 7 GAUGE ZINC- OR ALUMINUM- COATED COIL SPRING STEEL TENSION WIRE.
11. ALL POSTS SHALL BE SET IN 3000 PSI CONCRETE AND SHALL BE TOPPED WITH BALL TYPE OR OTHER APPROVED ORNAMENT.
12. ALL FABRIC SHALL BE 2" GALVANIZED 9 GAUGE MESH.
13. VERTICAL SEMI-PRIVACY VINYL SLATS WITH BOTTOM-LOCKING SLAT, WHEN REQUIRED BY THE CITY. COLOR AS APPROVED BY THE CITY.
14. VINYL COATED CHAINLINK FENCING WHEN REQUIRED BY THE CITY. COLOR AS APPROVED BY THE CITY.
15. ALL FENCING SHALL CONFORM TO LOCATION AND HEIGHT LIMITATIONS AS STATED IN WEBER COUNTY FENCING ORDINANCE.

HEIGHT OF FABRIC	DEPTH OF POSTS	LENGTH OF END, CORNER OR PULL POST	LENGTH OF LINE POST	SIZE OF POSTS	
				END, CORNER, & PULL POSTS	LINE POST
7'	3'	10'	9'-8"	2 1/2"	2"
6'	3'	9'	8'-8"	2 1/2"	2"
5'	3'	8'	7'-8"	2"	1 1/2"
4'	3'	6'	5'-8"	2"	1 1/2"
3'	3'	5'	4'-8"	2"	1 1/2"





TYPICAL CULINARY WATER SERVICE CONNECTION

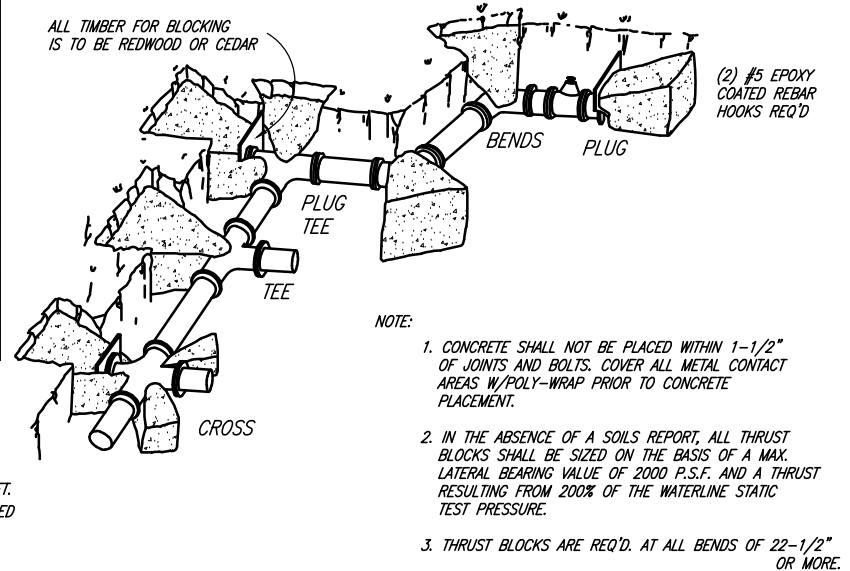
THRUST PER P.S.I. OF WATER PRESSURE AT VARIOUS FITTINGS				
PIPE SIZE	DEAD END OR TEE	90° ELBOW	45° ELBOW	22 1/2° ELBOW
4	19	27	15	7
6	39	55	30	15
8	67	94	51	26
10	109	154	84	43
12	155	218	119	61
14	210	296	161	82
16	272	383	209	106
18	351	494	269	137
20	434	611	333	169
24	623	878	478	244

EXAMPLE:

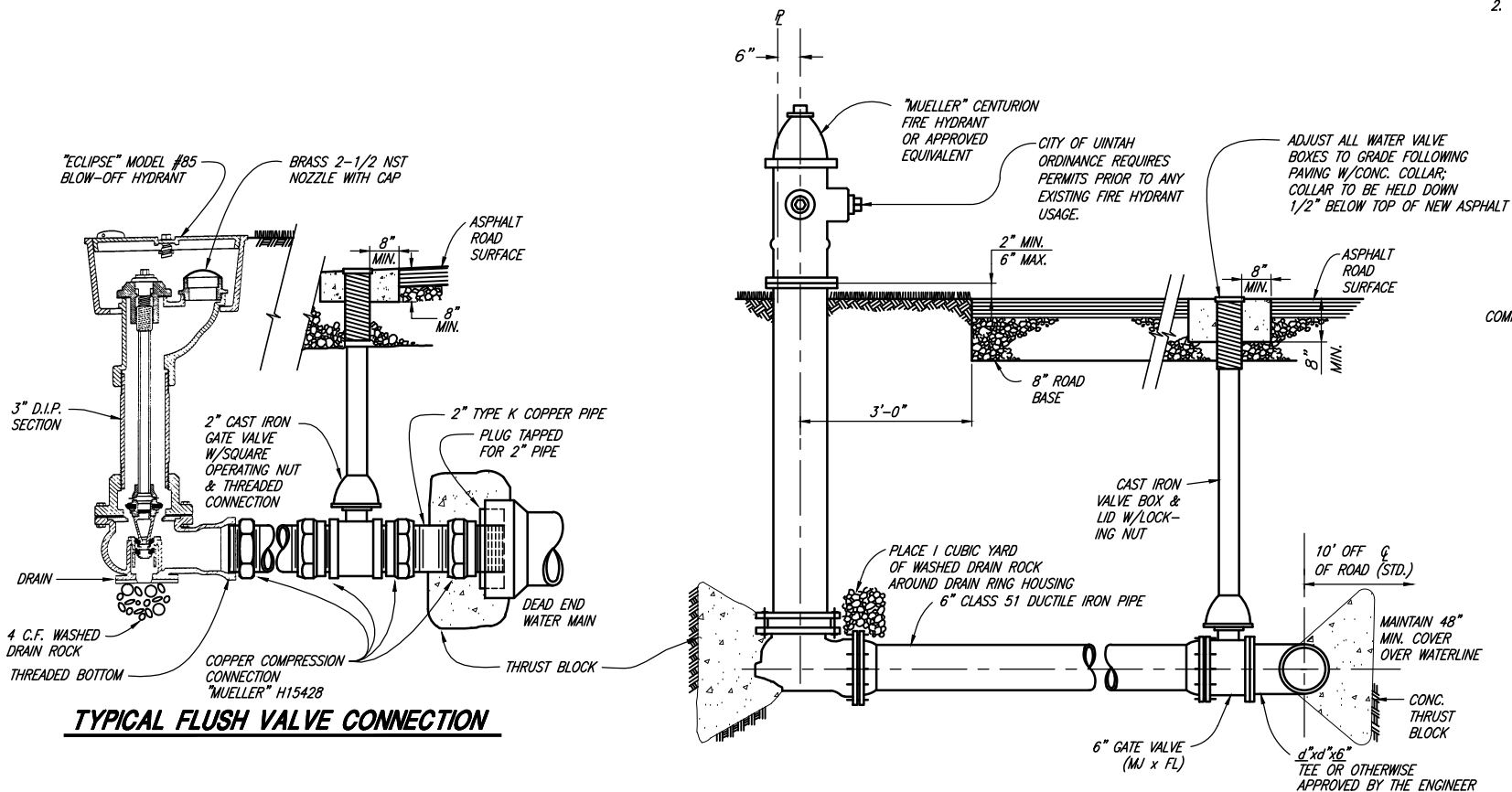
8-INCH 90° ELBOW, PRESSURE 200 LB./SQ. IN.
 FROM TABLE : THRUST = 94 x 200 = 18,800 LB.
 ASSUME BEARING STRENGTH OF SOIL = 2000 LB./SQ. FT.
 $\frac{18,800}{2,000} = 9.4$ SQ. FT. AREA OF BEARING REQUIRED FOR THRUST BLOCK

NOTES:

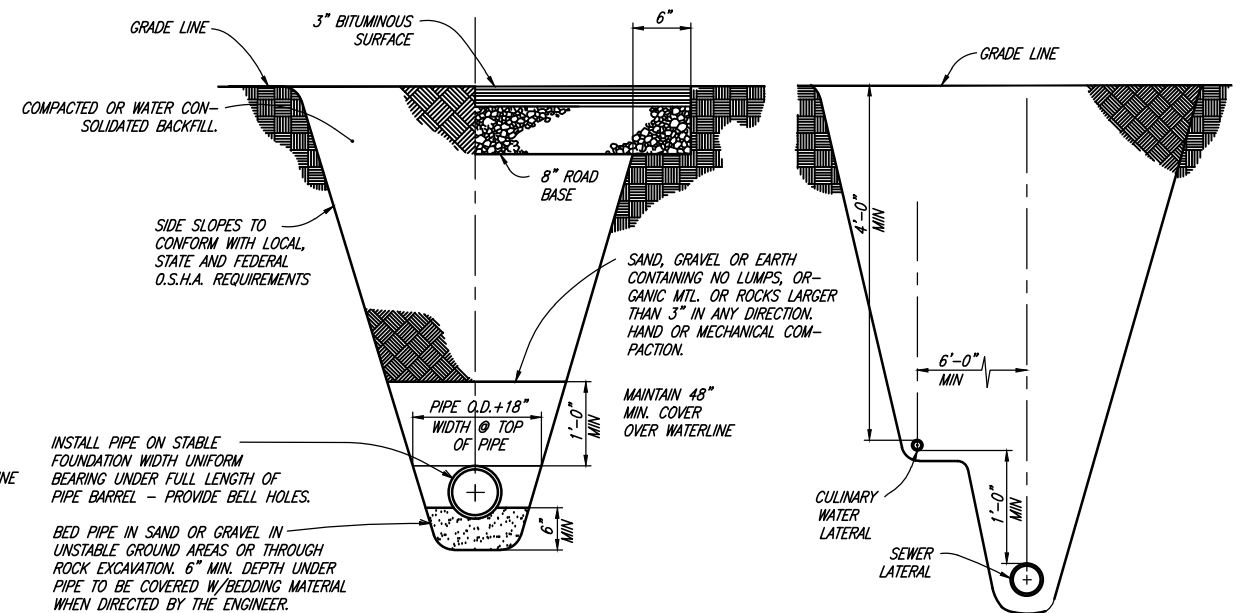
- IN USING THE ABOVE TABLES, USE THE MAXIMUM INTERNAL PRESSURE ANTICIPATED (I.E. HYDROSTATIC TEST PRESSURE, POSSIBLE SURGE PRESSURE DUE TO PUMP SHUT OFF, ETC.).
- SEE SOILS REPORT FOR BEARING STRENGTH OF SOIL. IN THE ABSENCE OF A SOILS REPORT, AN AVERAGE SOIL (SPADABLE MEDIUM CLAY) CAN BE ASSUMED TO HAVE A BEARING STRENGTH OF 2000 P.S.F.



THRUST BLOCKING



TYPICAL URBAN FIRE HYDRANT CONNECTION



TYPICAL TRENCH SECTION

WATER & SEWER LATERAL SECTION

PROJECT ENGINEER	REV.	DATE	APPR.
DATE			

SCALE:

N. T.S.

DESIGNED SLS
 DRAWN SLS
 CHECKED SLS



CONSULTING ENGINEERS

1716 East 5600 South
 South Ogden, Utah 84403 (801) 476-9767

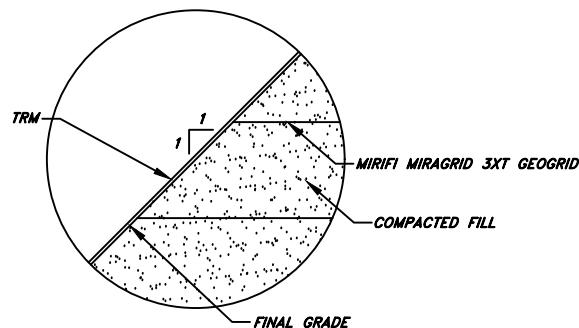
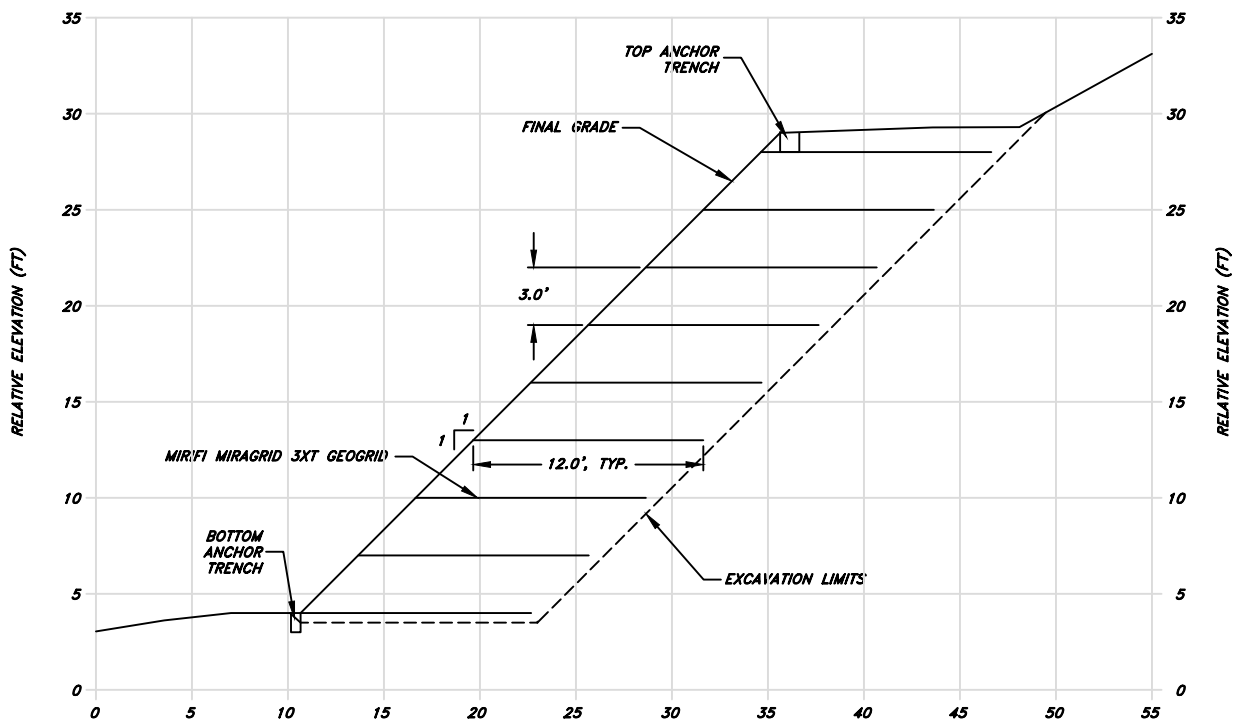
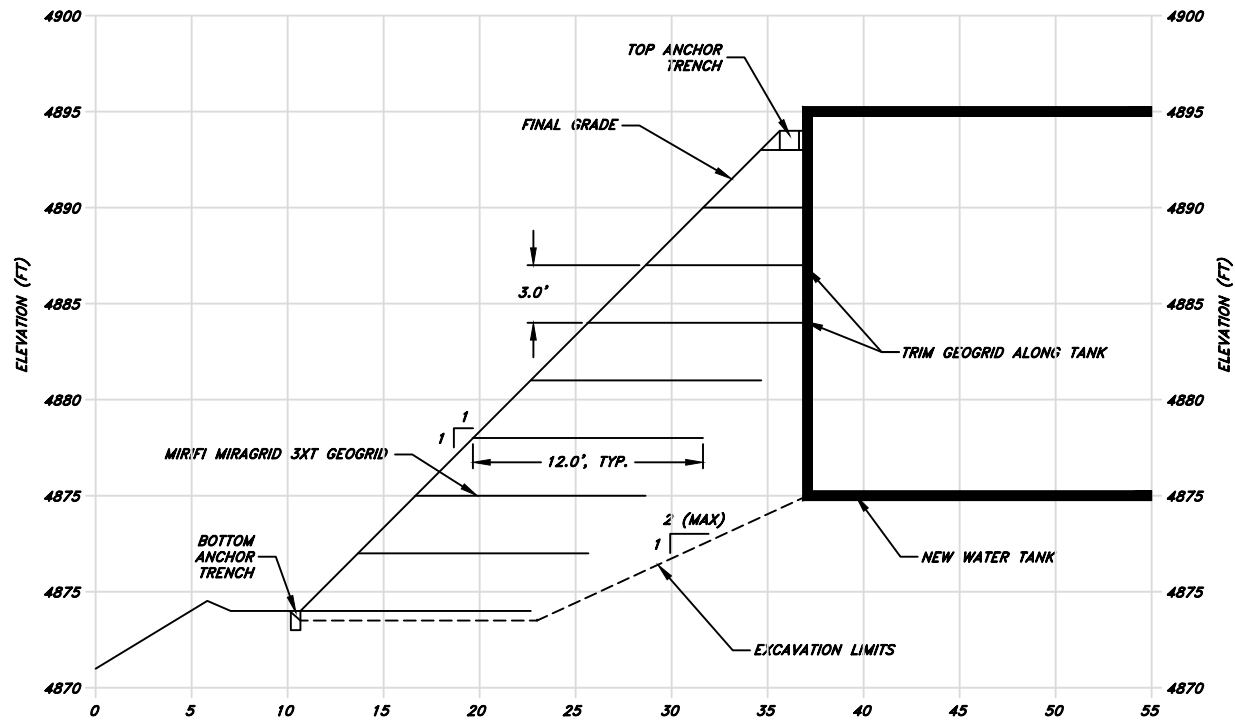
UINTAH CITY CORPORATION
 PUBLIC WORKS STANDARDS

FIRE HYDRANT & WATER SERVICE CONNECTIONS

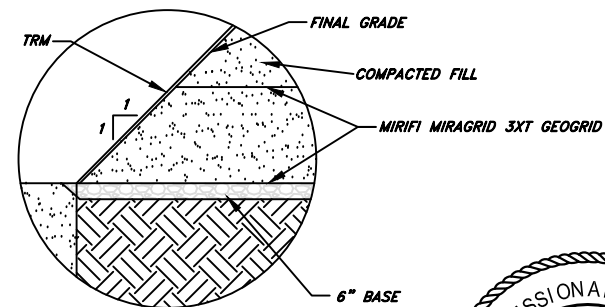
SHEET:

CS4

OF 13 SHEETS



MIDDLE SLOPE DETAIL
N.T.S.



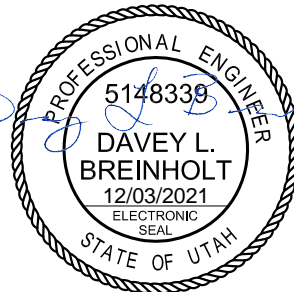
BOTTOM OF SLOPE DETAIL
N.T.S.

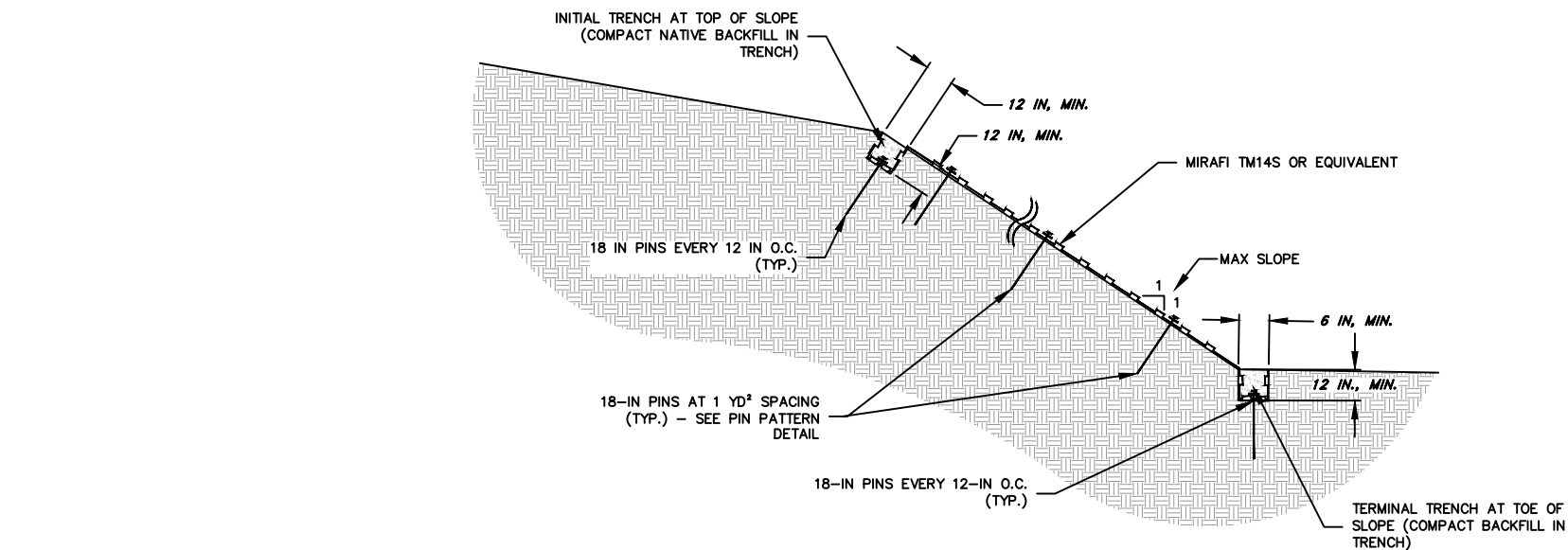
STABILIZED SLOPE SPECIFICATIONS & NOTES:

- INTRODUCTION
 - COMPLY WITH ALL ASPECTS OF OSHA 1926 SUBPART P APP B, SLOPING AND BENCHING FOR ALL EXCAVATED SLOPES.
- FABRIC WRAPPED WALL MATERIALS
 - GEOGRID SOIL REINFORCEMENT
 - MIRAFI MIRAGRID 3XT
 - REINFORCED BACKFILL SOILS
 - APPROVED, IMPORTED, GRANULAR BACKFILL BORROW OR APPROVED GRANULAR NATIVE SOILS THAT HAVE BEEN SCREENED AND PROCESSED COMPLYING WITH THE FOLLOWING CRITERIA:
 - GRANULAR MATERIALS CONTAINING LESS THAN 35% FINES
 - MAXIMUM NOMINAL PARTICLE SIZE OF 4 INCHES
 - PI OF 6 OR LESS
 - pH GREATER THAN 3 BUT LESS THAN 9
 - REASONABLY FREE FROM FROZEN, ORGANIC, OR OTHER DELETERIOUS MATERIALS (<5%)
 - MINIMUM EFFECTIVE FRICTION ANGLE OF 35 DEGREES.
- CONSTRUCTION
 - FIELD-VERIFY PROPOSED FINISHED GRADE AT BOTTOM OF SLOPE TO PROVIDE A MINIMUM WALL EMBEDMENT OF SHOWN ON THE TYPICAL SECTION DRAWING.
 - GRADE AND COMPACT FOUNDATION SUBGRADE SOILS FOR THE FULL LENGTH OF THE SLOPE AND THE REINFORCED SECTION PRIOR TO PLACEMENT OF ANY BACKFILL.
 - REMOVE ANY FOUNDATION SOILS FOUND TO BE SOFT, LOOSE, UNSUITABLE OR UNSTABLE AND REPLACE WITH APPROVED GRANULAR FILL COMPLYING WITH THE CRITERIA OUTLINED IN THE SECTIONS ABOVE.
 - INSTALL GEOGRID AT ELEVATIONS SHOWN ON THE TYPICAL SECTION DRAWING.
 - PLACE BACKFILL IN 12-INCH MAXIMUM LIFTS. COMPACT TO 95% MODIFIED PROCTOR VALUE (ASTM D1557).
- CONSTRUCTION OBSERVATION
 - TO FULFILL ANY APPLICABLE CITY, COUNTY AND/OR STATE AGENCY REQUIREMENTS, AND TO PROTECT THE CONTRACTOR AND DESIGN ENGINEER, WE RECOMMEND THAT A LOCAL GEOTECHNICAL ENGINEER SHOULD BE RETAINED TO PERFORM PERIODIC CONSTRUCTION OBSERVATIONS AND VERIFY THAT THE DESIGN CONTAINED HEREIN WAS FOLLOWED.
 - FABRIC WRAPPED RETAINING WALL OBSERVATIONS SCHEDULE:
 - OBSERVE THAT THE EXCAVATED RETAINED AND FOUNDATION SOILS ARE AS SHOWN IN THE DESIGN, AS FOLLOWS:
 - SOIL TYPE - SILTY SAND WITH GRAVEL
 - SOIL FRICTION ANGLE - 34°, MIN.
 - SOIL COHEISION - 100 PSF, MIN.
 - ASSESS THE SUITABILITY OF THE FOUNDATIONS SOILS. IGES SHOULD BE CONTACTED IF ANY SIGNS OF SPRINGS, STANDING WATER, OR EXISTING FILL IS OBSERVED.
 - OBSERVE THE INSTALLATION OF THE GEOGRID REINFORCEMENT SECTIONS.
 - ASSESS GEOGRID PLACEMENT, FREQUENCY, AND DIRECTION.
 - ASSESS DRAINAGE MATERIAL PLACEMENT AND LAP SPLICING.
 - ASSESS DEPTH OF GRAVEL DRAINAGE ZONE AND GEOTEXTILE PLACEMENT.
 - ASSESS FACE THE SLOPE AND TRM PLACEMENT WITH SLOPE CONNECTORS.
 - OBSERVE THE INSTALLATION OF THE REINFORCED AND RETAINED BACKFILL.
 - VERIFY THAT THE SELECT BACKFILL MATERIALS MEET THE REQUIREMENTS SET FORTH IN PROJECT SPECIAL PROVISIONS.
 - OBSERVE FILL PLACEMENT AND COMPACTION.
 - ASSESS LOOSE LIFT THICKNESS.
 - OBSERVE OPERATION OF COMPACTION EQUIPMENT.
 - NOTE OUT-OF-TOLERANCE BEHAVIOR REGARDING MINIMUM ALLOWABLE OPERATING DISTANCE BEHIND BACK OF RETAINING WALL BLOCKS.
 - ASSESS COMPACTED BACKFILL MATERIAL FOR COMPLIANCE WITH REQUIREMENTS SET FORTH IN THE SECTIONS ABOVE.
 - OBSERVE THE COMPLETED SLOPE STABILIZATION SYSTEM.
 - ASSESS THE FINISHED RETAINING WALL HEIGHT AND BATTER.
 - VERIFY THAT BACKSLOPE AND TOESLOPE GRADING CONDITIONS DO NOT EXCEED DESIGN GEOMETRY TOLERANCES.
 - ASSESS SUITABILITY OF EROSION CONTROL MEASURES INSTALLED ABOVE THE RETAINING WALL.

REV.	DATE	APPR.

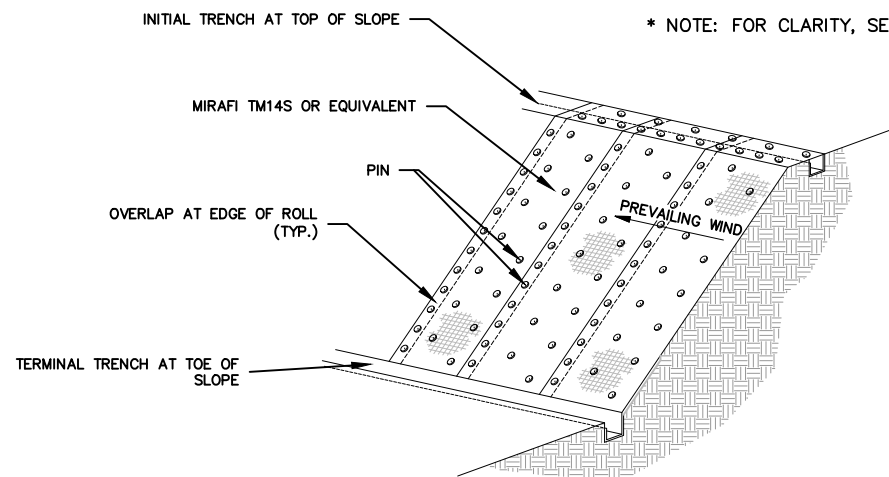
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W: N.T.S.	W: N.T.S.	W: N.T.S.





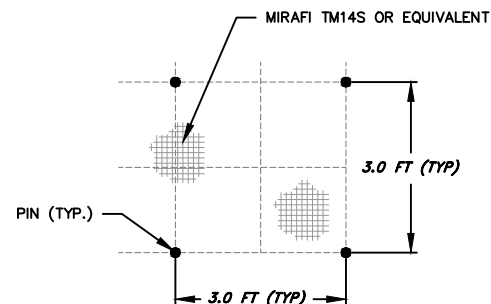
SECTION VIEW
N.T.S.

* NOTE: FOR CLARITY, SECTION VIEW DOES NOT SHOW ALL PINS

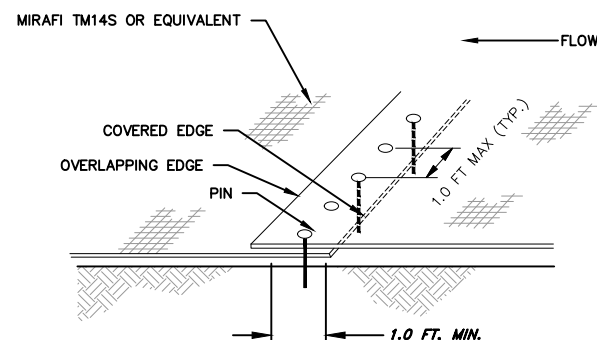


PERSPECTIVE VIEW
N.T.S.

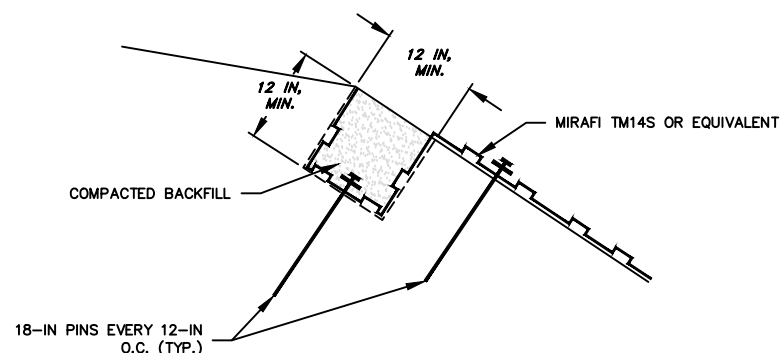
* NOTE: FOR CLARITY, PERSPECTIVE VIEW DOES NOT SHOW ALL PINS



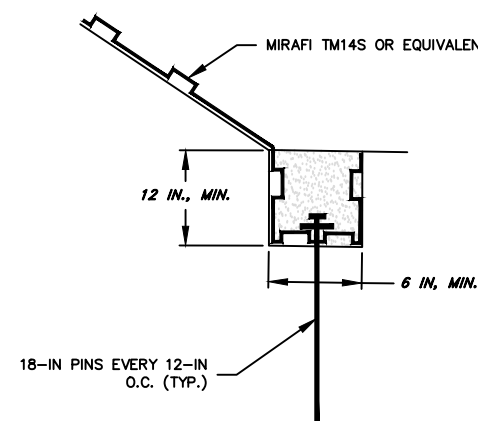
ANCHOR PATTERN DETAIL
N.T.S.



OVERLAP DETAIL AT ENDS OF ROLL
N.T.S.

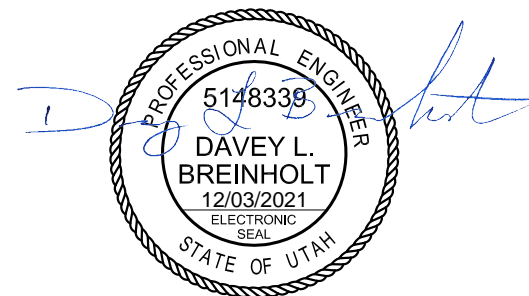


TOP TRENCH DETAIL
N.T.S.



BOTTOM TRENCH DETAIL
N.T.S.

- HIGH PERFORMANCE TURF REINFORCEMENT (HP-TRM) INSTALLATION SPECIFICATIONS:
- SITE PREPARATION
 - GRADE AND COMPACT THE AREA THAT WILL RECEIVE THE HIGH PERFORMANCE TURF REINFORCEMENT (HP-TRM). REMOVE DEBRIS, ROCKS, CLOUDS, VEGETATION OR OTHER OBJECTS SO THAT THE SLOPE WILL BE SMOOTH SUCH THAT THE INSTALLED MAT WILL HAVE DIRECT CONTACT WITH THE SOIL SURFACE.
 - PREPARE SEEDBED AS NEEDED BY LOOSENING THE TOP 2-3 INCHES OF SOIL. INCORPORATE AMENDMENTS SUCH AS LIME AND FERTILIZER AND/OR WET THE SOIL, IF NEEDED. DO NOT MULCH AREAS WHERE MAT IS TO BE PLACED.
 - SEEDING
 - APPLY SEED TO SOIL SURFACE BEFORE INSTALLATION OF HP-TRM. DISTURBED AREAS SHALL BE RE-SEEDED. CONSULT PROJECT PLANS AND/OR LOCAL OR STATE SEEDING REQUIREMENTS FOR SEED TYPES AND APPLICATION RATES.
 - ANCHOR TRENCH
 - SEE SECTION VIEW, TOP AND BOTTOM TRENCH DETAILS, AND PERSPECTIVE VIEW FOR ANCHOR TRENCH DETAILS.
 - EXCAVATE THE INITIAL TRENCH AND TERMINAL TRENCH AS SHOWN IN THE DETAILS ACROSS THE TOP AND BOTTOM OF THE SLOPE.
 - MATERIALS
 - HP-TRM
 - HP-TRM SHALL CONSIST OF MIRAFI TM14S OR ENGINEER-APPROVED EQUIVALENT.
 - COLOR SHALL BE TAN.
 - PINS
 - SOIL ANCHORS SHALL BE 18 INCH, MIN. LONG MIRAFI ANCHORS.
 - INSTALLATION OF HP-TRM
 - SECURE HP-TRM IN INITIAL TRENCH AT THE TOP OF THE SLOPE. INSTALL 12-INCH PIN WITHIN INITIAL TRENCH AND A SECONDARY PIN LOCATED JUST BELOW THE TRENCH EVERY 12 INCHES ON CENTER (SEE PIN AND TRENCH DETAILS). BACKFILL AND COMPACT SOIL INTO INITIAL ANCHOR TRENCH.
 - ROLL HP-TRM DOWN THE SLOPE FROM THE ANCHOR TRENCH. SECURE HP-TRM TO SLOPE WITH 18 INCH PINS AT 1 SQUARE YARD PATTERN (SEE PIN PATTERN DETAIL). MORE PINS MAY BE REQUIRED TO ENSURE HP-TRM IS SUFFICIENTLY SECURED TO THE SLOPE. FURTHER, CRITICAL POINTS AS DETERMINED BY THE PROJECT ENGINEER, MAY REQUIRE ADDITIONAL PINS.
 - CONTINUE INSTALLATION OF HP-TRM, OVERLAPPING ADJACENT ROLLS AS FOLLOWS:
 - ROLL EDGE OVERLAP: 6 INCH MINIMUM OVERLAP WITH UPSLOPE HP-TRM MAT ON TOP. SECURE WITH ONE ROW OF PINS LOCATED EVERY 12 INCHES ON CENTER.
 - ROLL END OVERLAP: 18 INCH MINIMUM OVERLAP WITH UPSLOPE MAT ON TOP. SECOND WITH TWO ROWS OF PINS STAGGERED APART ON 24 INCHES CENTERS (SEE HP-TRM OVERLAP DETAIL AT END OF ROLL).
 - SECURE HP-TRM IN THE TERMINAL TRENCH AT THE TOE OF THE SLOPE. INSTALL 18-INCH PIN WITHIN TERMINAL TRENCH EVERY 12 INCHES ON CENTER. BACKFILL AND COMPACT SOIL INTO THE TERMINAL ANCHOR TRENCH.
 - PIN PLACEMENT NOTE: PINS SHOULD BE A MINIMUM OF 18 INCHES IN LENGTH. THE LENGTH MUST BE SUFFICIENT GROUND PENETRATION TO RESIST PULLOUT. LONGER PINS MAY BE REQUIRED FOR LOOSER SOILS AND HEAVIER METAL STAKES MAY BE REQUIRED FOR ROCKY SOILS.
 - SOIL FILLING
 - INSTALLED HP-TRM SHALL BE RE-SEEDED AND SOIL-FILLED.
 - AFTER SEEDING, SPREAD AND LIGHTLY RAKE $\frac{1}{2}$ -INCH TO $\frac{3}{4}$ -INCH OF FINE SITE SOIL OR TOPSOIL INTO THE MAT AND COMPLETELY FILL THE VOIDS USING BACKSIDE OF RAKE OR OTHER FLAT TOOL.
 - IF EQUIPMENT MUST OPERATE ON THE MAT, MAKE SURE IT IS RUBBER-TIRED. NO TRACKED EQUIPMENT OR SHARP TURNS ARE ALLOWED ON THE MAT.
 - AVOID ANY TRAFFIC OVER THE MAT IF LOOSE OR WET SOIL CONDITIONS EXIST.
 - SMOOTH SOIL-FILL IN ORDER TO JUST EXPOSE THE TOP OF THE HP-TRM. DO NOT PLACE EXCESSIVE SOIL ABOVE THE MAT.
 - BROADCAST ADDITIONAL SEED AS NEEDED ABOVE THE SOIL-FILLED MAT.
 - IRRIGATE AS NECESSARY TO ESTABLISH/MAINTAIN VEGETATION. DO NOT OVER IRRIGATE.



CONSULTING ENGINEERS

12429 South 300 East
Drapers, Utah 84020
(801) 748-4044

UNTAH CITY CORPORATION

BYBEE TANK REPLACEMENT PROJECT

SLOPE REINFORCEMENT DETAILS

SCALE:	DESIGNED	DRAWN	CHECKED	REV.	DATE	APPR.
22'x34'	N.T.S.	N.T.S.	N.T.S.			
H: N.T.S.						
W: N.T.S.						
H: N.T.S.						
W: N.T.S.						

SHEET:

RS2

OF 17 SHEETS

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X:\DRAWINGS 2020\2021\8 - Uintah City Bybee Water Tank\8 - 2021\8 - Uintah City Bybee Water Tank Replacement - v.2.1.rvt

STRUCTURAL NOTES :

A. GENERAL

- THE STRUCTURAL NOTES ARE INTENDED TO COMPLEMENT THE PROJECT SPECIFICATIONS WHICH ARE PART OF THE CONSTRUCTION DOCUMENTS. SPECIFIC NOTES AND DETAILS ON THE DRAWINGS SHALL GOVERN OVER THE STRUCTURAL NOTES AND TYPICAL DETAILS.
- THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE SITE. IF ACTUAL CONDITIONS DIFFER FROM THOSE SHOWN ON CONTRACT DOCUMENTS, CONTRACTOR SHALL NOTIFY ENGINEER PRIOR TO FABRICATION OR CONSTRUCTION OF ANY AFFECTED ELEMENTS.
- ALL OMISSIONS OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND/OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH ANY WORK INVOLVED. IN CASE OF CONFLICT, FOLLOW THE MOST STRINGENT REQUIREMENT AS DIRECTED BY THE ENGINEER AT NO ADDITIONAL COST TO THE OWNER.
- OBSERVATION VISITS TO THE SITE BY ARW ENGINEERS FIELD REPRESENTATIVES SHALL NEITHER BE CONSTRUED AS INSPECTION NOR APPROVAL OF CONSTRUCTION.
- SEE SPECIFICATIONS FOR REQUIRED SUBMITTALS. SUBMITTALS SHALL BE MADE IN A TIMELY MANNER AS INDICATED IN SPECIFICATIONS. REVIEW OF SUBMITTALS BY ARW ENGINEERS IS FOR GENERAL COMPLIANCE ONLY AND IS NOT INTENDED AS APPROVAL. SUBMITTALS WHICH ARE UNCLEAR OR DIFFICULT TO READ SHALL BE REJECTED.
- DURING AND AFTER CONSTRUCTION, BUILDER AND/OR OWNER SHALL KEEP LOADS ON STRUCTURE WITHIN THE LIMITS OF DESIGN LOADS.
- TYPICAL DETAILS AND SECTIONS SHALL APPLY WHERE SPECIFIC DETAILS ARE NOT SHOWN.
- THE CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST TO THE ENGINEER FOR APPROVAL BEFORE PROCEEDING WITH ANY CHANGES, MODIFICATIONS OR SUBSTITUTIONS.
- THE CONTRACTOR SHALL PROVIDE ADEQUATE TEMPORARY SHORING AND BRACING FOR ALL STRUCTURAL ELEMENTS UNTIL THE ENTIRE STRUCTURAL SYSTEM IS COMPLETED. CONTRACTOR IS RESPONSIBLE FOR DESIGN OF ALL SHORING.
- THE CONTRACTOR SHALL COORDINATE AND VERIFY ALL LOCATIONS AND SIZES OF MECHANICAL EQUIPMENT OR OTHER EQUIPMENT BEFORE FABRICATING AND ERECTING STRUCTURAL ELEMENTS.
- THIS SET OF DRAWINGS MAY BE USED FOR THE CONSTRUCTION OF BOTH REPLACEMENT TANKS ON SITE. SEE JONES AND ASSOCIATES' SITE PIPING, VENTS, ACCESS HATCH, etc.) FOR EACH TANK.

B. SPECIAL INSPECTIONS

- THE FOLLOWING SPECIAL INSPECTIONS SHALL BE PERFORMED AS REQUIRED BY IBC 2018 SECTION 110 AND CHAPTER 17:
 - CONCRETE CONSTRUCTION (IBC 1705.3)
 - REINFORCING STEEL PLACEMENT:
 - PERIODIC INSPECTION REQUIRED.
 - VERIFYING REQUIRED DESIGN MIX.
 - PERIODIC INSPECTION REQUIRED.
 - CONCRETE PLACEMENT/SAMPLING
 - CONTINUOUS INSPECTION REQUIRED.
 - OBTAIN ONE COMPOSITE SAMPLE FOR EACH DAY'S POUR OF EACH CONCRETE MIXTURE EXCEEDING 5 CU. YD., BUT LESS THAN 25 CU. YD., PLUS ONE SET FOR EACH ADDITIONAL 50 CU. YD. OR FRACTION THEREOF.
 - WHEN FREQUENCY OF TESTING WILL PROVIDE FEWER THAN FIVE COMPRESSIVE-STRENGTH TESTS FOR EACH CONCRETE MIXTURE, TESTING SHALL BE CONDUCTED FROM AT LEAST FIVE RANDOMLY SELECTED BATCHES OR FROM EACH BATCH IF FEWER THAN FIVE ARE USED.
 - PERFORM AIR TESTS WHEN CONCRETE SAMPLES ARE CAST ACCORDING TO THE ASTM C 231, PRESURE METHOD. FOR NORMAL-WEIGHT CONCRETE, ONE TEST FOR EACH COMPOSITE SAMPLE, BUT NOT LESS THAN ONE TEST FOR EACH DAY'S POUR OF EACH CONCRETE MIXTURE.
 - CURING TEMPERATURE/TECHNIQUES.
 - PERIODIC INSPECTION REQUIRED.
 - THE ITEMS THAT REQUIRED SPECIAL INSPECTIONS ABOVE SHALL BE INSPECTED IN ACCORDANCE WITH IBC CHAPTER 17 BY A CERTIFIED SPECIAL INSPECTOR FROM AN ESTABLISHED TESTING AGENCY.
 - THE TESTING AGENCY SHALL SEND COPIES OF ALL STRUCTURAL TESTING AND INSPECTION REPORTS DIRECTLY TO THE ENGINEER AND CONTRACTOR. ANY ITEMS WHICH FAIL TO COMPLY WITH THE APPROVED CONSTRUCTION DOCUMENTS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE CONTRACTOR FOR CORRECTION. IF DISCREPANCIES ARE NOT CORRECTED, THEY SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO COMPLETION OF THAT PHASE OF WORK. SPECIAL INSPECTION TESTING REQUIREMENTS APPLY EQUALLY TO ALL BIDDER DESIGNED COMPONENTS.
 - ANY CONSTRUCTION OR MATERIAL THAT HAS FAILED INSPECTION SHALL BE SUBJECT TO REMOVAL AND REPLACEMENT.
 - CONTINUOUS SPECIAL INSPECTION MEANS THE FULL-TIME OBSERVATION OF WORK REQUIRING SPECIAL INSPECTION BY AN APPROVED SPECIAL INSPECTOR WHO IS PRESENT IN THE AREA WHERE THE WORK IS BEING PERFORMED. PERIODIC SPECIAL INSPECTION MEANS THE PART-TIME OR INTERMITTENT OBSERVATION OF WORK REQUIRING SPECIAL INSPECTION BY AN APPROVED SPECIAL INSPECTOR WHO IS PRESENT IN THE AREA WHERE THE WORK HAS BEEN OR IS BEING PERFORMED AND AT THE COMPLETION OF THE WORK. (IBC SECTION 202)

C. BASIS OF DESIGN

- GOVERNING BUILDING CODE : ACI 318 / ACI 350 / ACI 350.3
 - SNOW LOAD = 48 PSF, LIVE LOAD = 100 PSF (SNOW LOAD AND LIVE LOAD TO NOT OCCUR SIMULTANEOUSLY).
 - MAXIMUM SOIL OVER COVER = NO SOIL ON ROOF

D. FOUNDATION

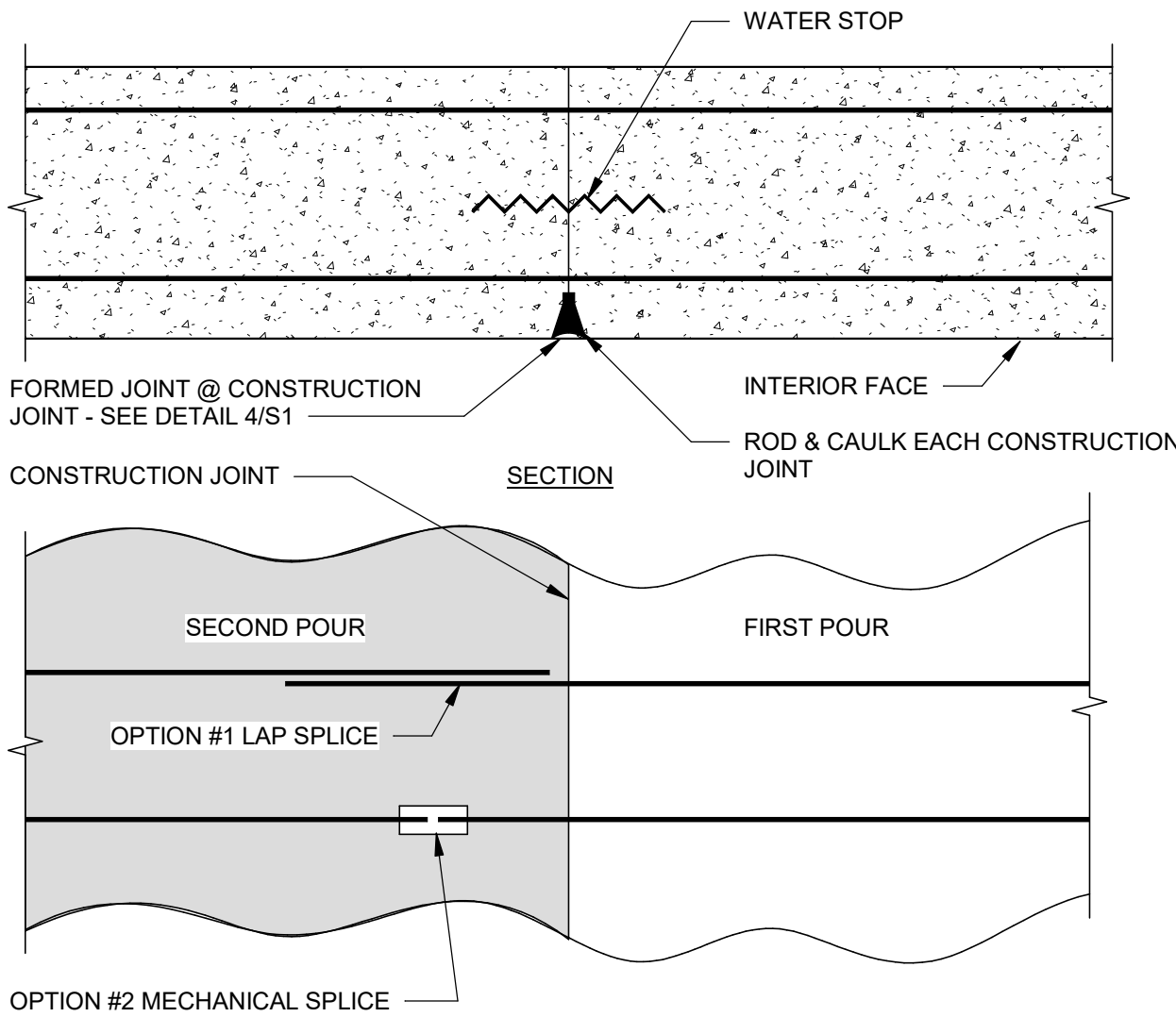
- DESIGN SOIL PRESSURE : 3,000 PSF
- SOILS REPORT BY : CHRISTENSEN GEOTECHNICAL
REPORT # : 226-001
DATED : MAY 16, 2020
- SOIL PREPARATION UNDER FOOTINGS AND SLABS-ON-GRADE SHALL BE 24" OF PEA GRAVEL OVER SOIL PREPARED IN ACCORDANCE WITH THE SOILS REPORT.
- UNLESS NOTED OTHERWISE, ALL FOOTINGS AT COLUMNS TO BE CENTERED BELOW COLUMNS.
- USE SAND AND GRAVEL TO BACKFILL TANK WALLS.

E. CONCRETE

- ALL CONCRETE SHALL HAVE A DESIGN 28-DAY COMPRESSIVE STRENGTH AS FOLLOWS :
 - FOOTINGS, SLAB ON GRADE, COLUMNS, WALLS, AND ROOF SLAB : 4500psi
 - ALL CONCRETE SHALL HAVE AN AIR CONTENT OF 5% AND MAXIMUM WATER / CEMENT RATIO OF 0.40
- NO PIPES, DUCTS, SLEEVES, ETC. SHALL BE PLACED IN STRUCTURAL CONCRETE UNLESS SPECIFICALLY DETAILED OR APPROVED BY STRUCTURAL ENGINEER. NO ALUMINUM PRODUCTS SHALL BE EMBEDDED IN CONCRETE. PENETRATIONS THRU WALLS WHEN APPROVED SHALL BE BUILT INTO THE WALL PRIOR TO PLACEMENT OF CONCRETE.
- REFER TO OTHER (CIVIL, ETC.) DRAWINGS FOR EXTENT AND LOCATION OF DEPRESSIONS, CURBS, RAMPS, ETC.
- AROUND OPENINGS IN SUSPENDED CONCRETE SLABS, ADD REINFORCING BARS EQUIVALENT TO BARS CUT BY OPENING WITH HALF ON EACH SIDE OF OPENING. BARS SHALL RUN FULL LENGTH OF SPAN. SEE DETAIL 3/S1.
- CONSTRUCTION JOINTS NOT SHOWN ON THE PLANS SHALL BE MADE AND LOCATED SO AS TO NOT IMPAIR THE STRENGTH OF THE STRUCTURE AND AS APPROVED BY THE STRUCTURAL ENGINEER. PROVIDE WATERSTOP IN ALL VERTICAL AND HORIZONTAL JOINTS. ALL STEEL REINFORCING SHALL BE CONTINUOUS THROUGH COLD JOINTS, WITH LAP SPLICES AS INDICATED, UNLESS NOTED OTHERWISE.
- SEE PROJECT SPECIFICATION FOR WATERPROOFING ADMIXTURE.

F. REINFORCING STEEL

- ALL REINFORCING BARS SHALL CONFORM TO ASTM STANDARD A-615 GRADE 60 ADEQUATELY TIE AND SUPPORT ALL REINFORCING STEEL AS SPECIFIED BY ACI 315, TO MAINTAIN EXACT REQUIRED POSITION. ALL FIELD BENT DOWELS SHALL BE GRADE 40 WITH SPACINGS INDICATED REDUCED BY 1/3.
- REINFORCEMENT SHALL HAVE THE FOLLOWING CONCRETE COVERAGE:
 - CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3"
 - EXPOSED TO EARTH, WATER OR WEATHER:
 - #6 & LARGER 2"
 - #5 & SMALLER 2" (1 3/4" FOR #3 COLUMN TIES)
 - SLAB ON GRADE:
 - PLACE REINFORCING AT CENTER OF SLAB UNLESS INDICATED OTHERWISE.
- EXCEPT WHERE NOTED, CONTINUOUS REINFORCEMENT SHALL BE SPLICED WITH LAP SPLICES AT POINTS OF MINIMUM STRESS AS FOLLOWS:
 - IN RESERVOIR WALLS, SEE DETAILS 1/S1, 2/S1 AND 1/S3.
 - IN COLUMNS, USE 35 INCH LAP
 - IN SUSPENDED SLAB, USE 48 BAR DIAMETER LAP AND STAGGER ADJACENT BAR SPLICES 24" MIN
 - IN SLAB-ON-GRADE, USE 30 BAR DIAMETER LAP.
- ALL VERTICAL REINFORCING SHALL BE DOWELED TO FOOTINGS OR STRUCTURE BELOW WITH DOWELS TO MATCH. SPLICE LENGTHS SHALL COMPLY WITH NOTE F.3. DOWELS INTO FOOTINGS SHALL TERMINATE WITH A STANDARD HOOK, AND SHALL EXTEND TO WITHIN 4" OF THE BOTTOM OF THE FOOTING, BUT NOT MORE THAN 20" INTO FOOTING. SEE DETAILS FOR REQ'D. EMBEDMENT OR DOWELS.
- DO NOT WELD REINFORCING.



NOTES:

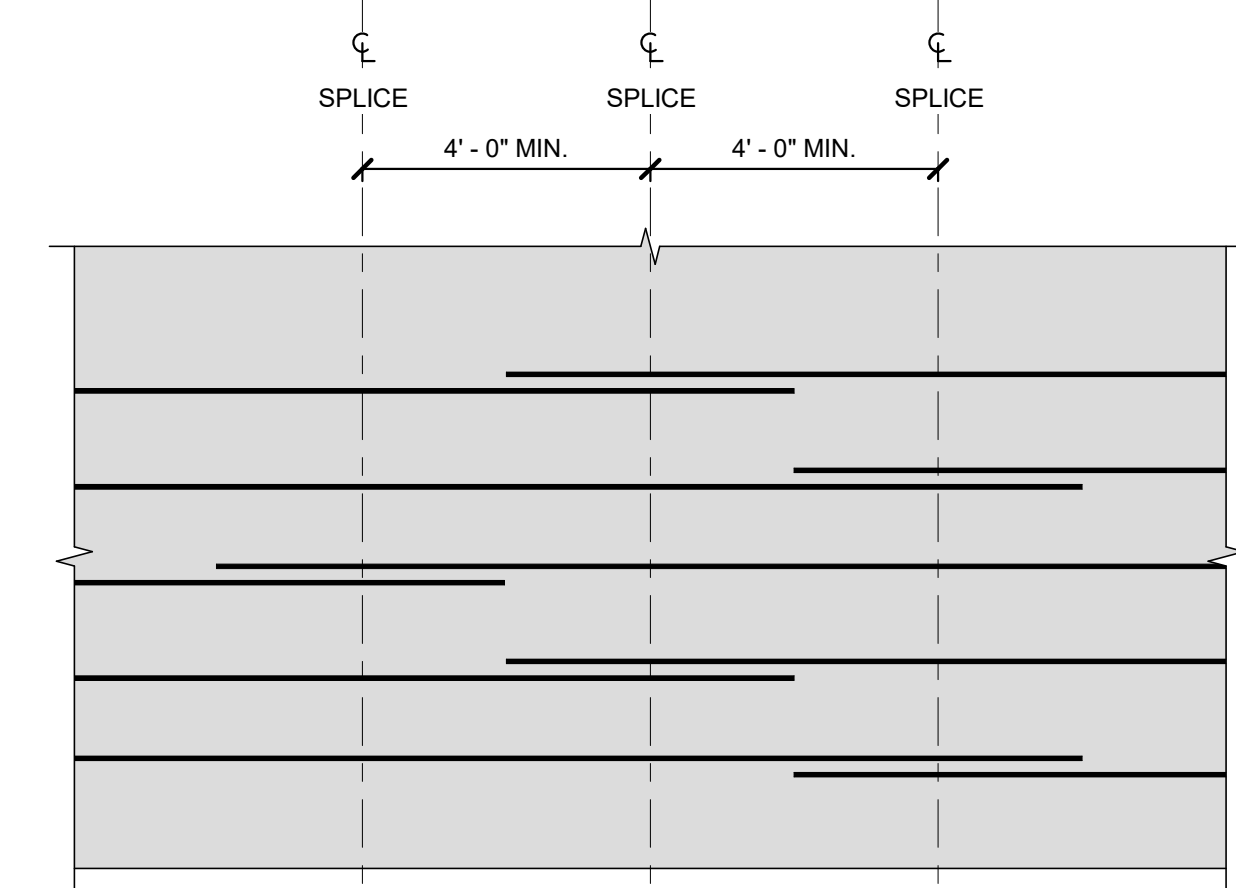
- FOR OPTION #1 - SPLICE LENGTHS ARE
 - #5 BARS - 39"
 - #6 BARS - 46"
 - #7 BARS - 66"
 - #8 BARS - 77"
- FOR OPTION #2 - USE MECHANICAL CONNECTORS WHICH ACHIEVE 125% OF THE STRENGTH OF THE BARS BEING SPLICED. SUBMIT A CURRENT ICC RESEARCH REPORT FOR APPROVAL PRIOR TO CONSTRUCTION.

TYPICAL CONST. JOINT IN WALL DETAIL

SCALE : NONE

1

S1



NOTES:

SPLICES MAY NOT COINCIDE VERTICALLY MORE FREQUENTLY THAN EVERY THIRD BAR.

SPLICE LENGTHS

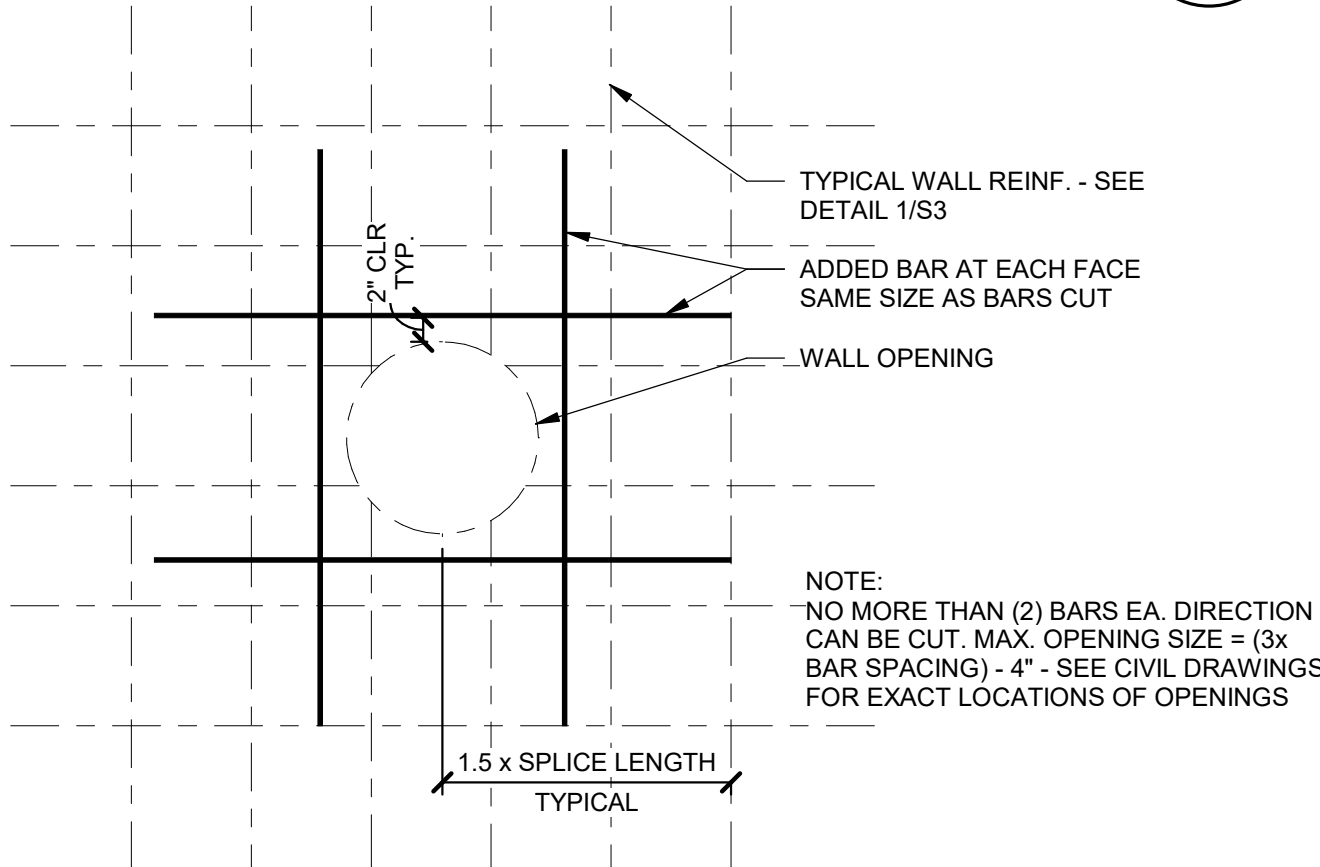
- #5 BARS - 39"
#6 BARS - 46"
#7 BARS - 66"
#8 BARS - 77"

TYPICAL REINF. BAR SPlice DETAIL

SCALE : NONE

2

S1

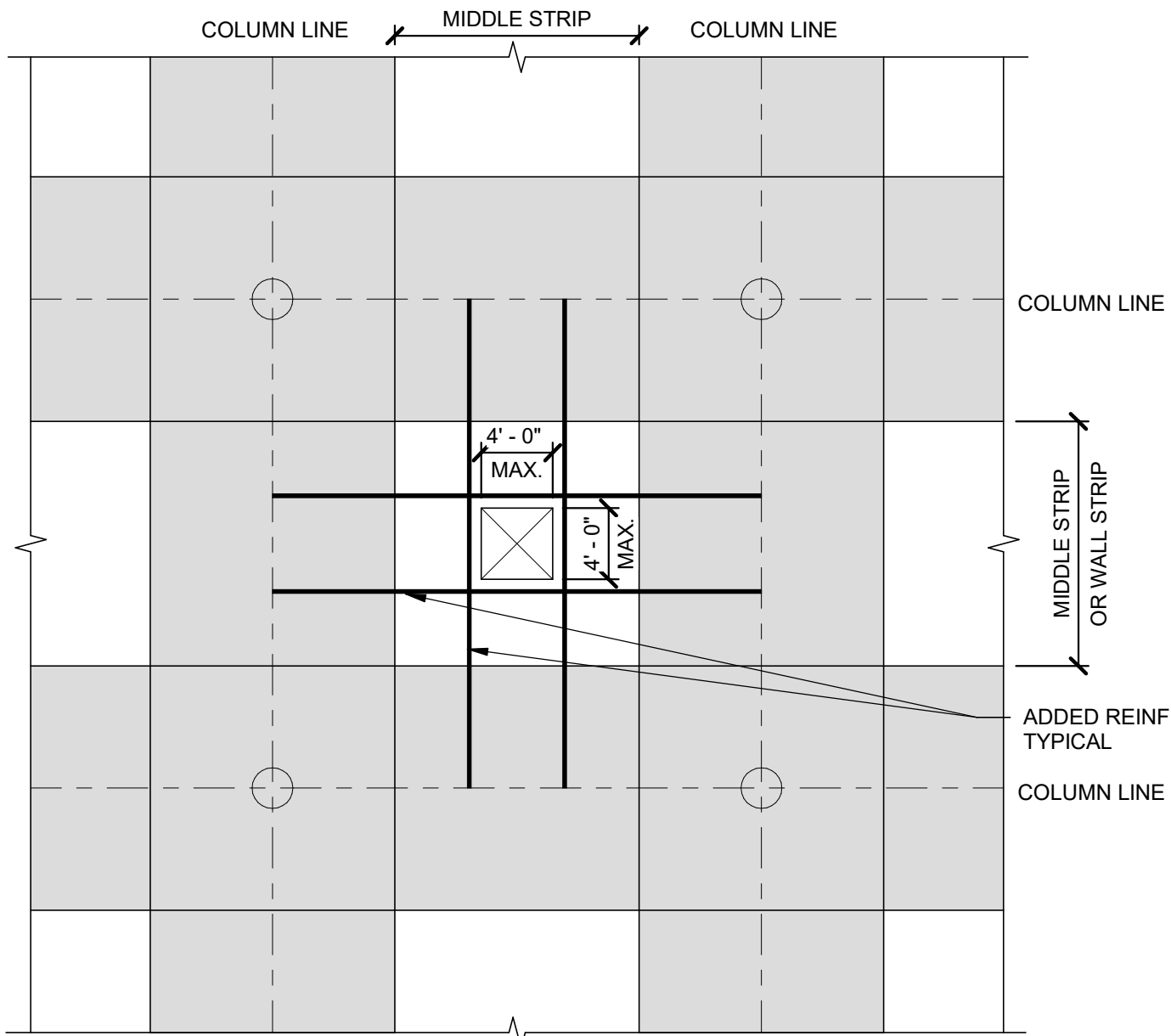


TYPICAL WALL OPENING DETAIL

SCALE : NONE

5

S1



NOTES:

- ADD REINFORCING ON ALL SIDES OF OPENING EQUAL TO 1/2 THE AMOUNT CUT IN THAT DIRECTION. ADDED BARS TO EXTEND TO COLUMN LINES AS SHOWN.
- OPENINGS MAY ONLY OCCUR @ INTERSECTIONS OF MIDDLE STRIPS (OR INTERSECTION OF MIDDLE STRIP WITH WALL STRIP) AS SHOWN.

TYPICAL ROOF OPENING DETAIL

SCALE : NONE

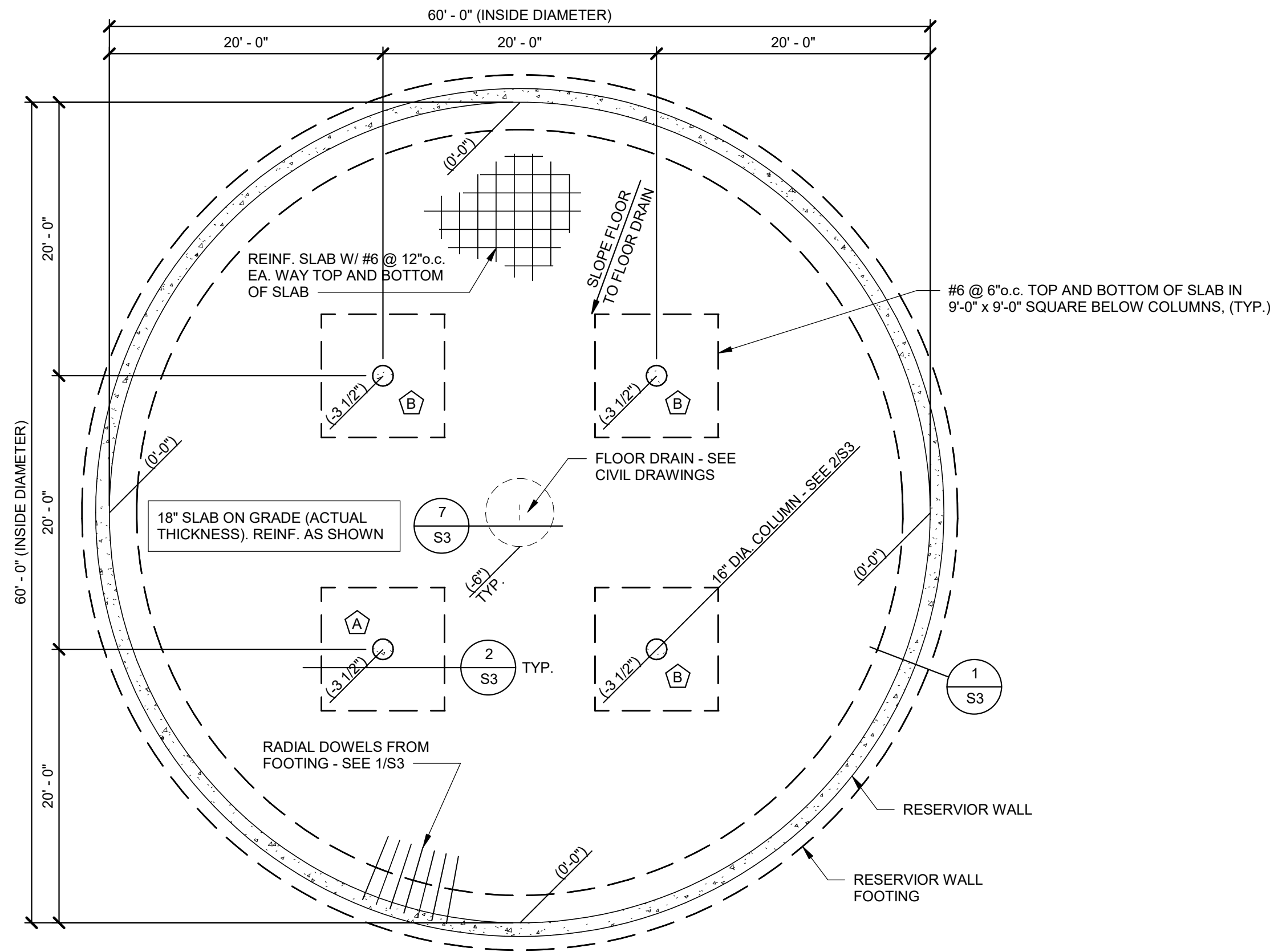
3

S1

Structural Sheet Index	
SHEET NUMBER	SHEET NAME
S1	STRUCTURAL NOTES
S2	FOOTING & FOUNDATION PLAN
S3	DETAILS

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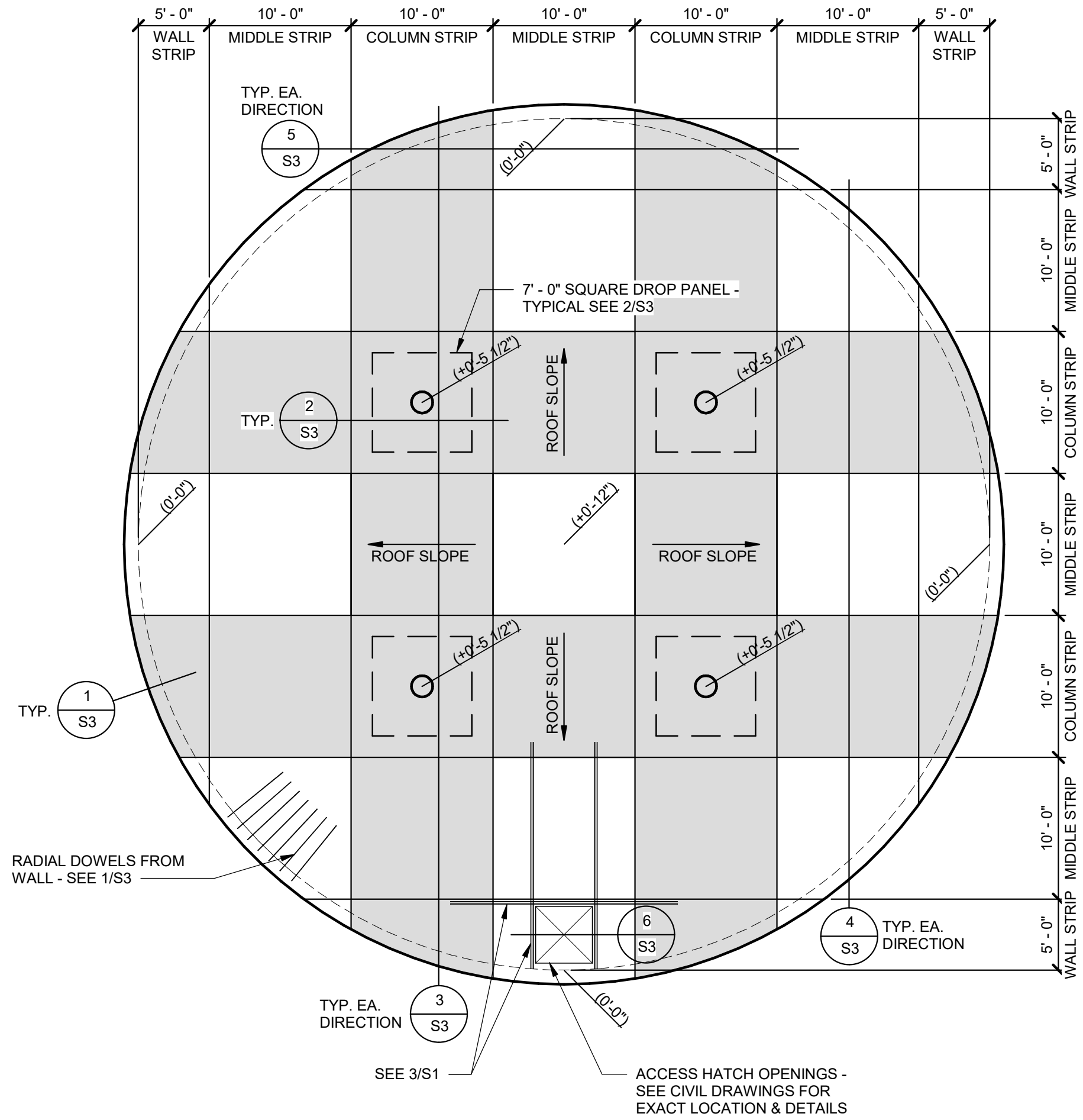
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FOOTING & FOUNDATION PLAN

SCALE : 1/8" = 1'-0"

A
S2



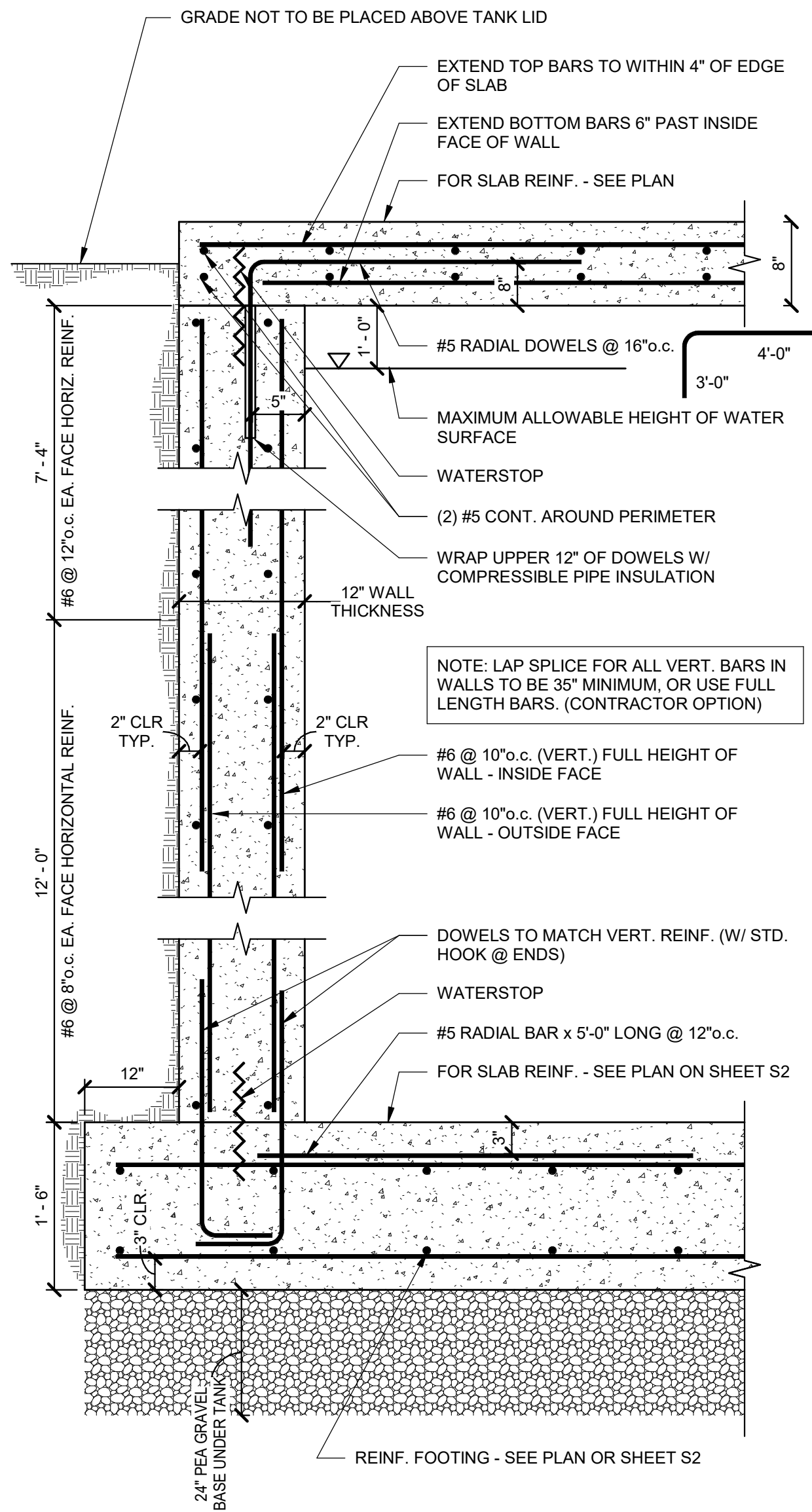
ROOF SLAB PLAN

SCALE : 1/8" = 1'-0"

B
S2

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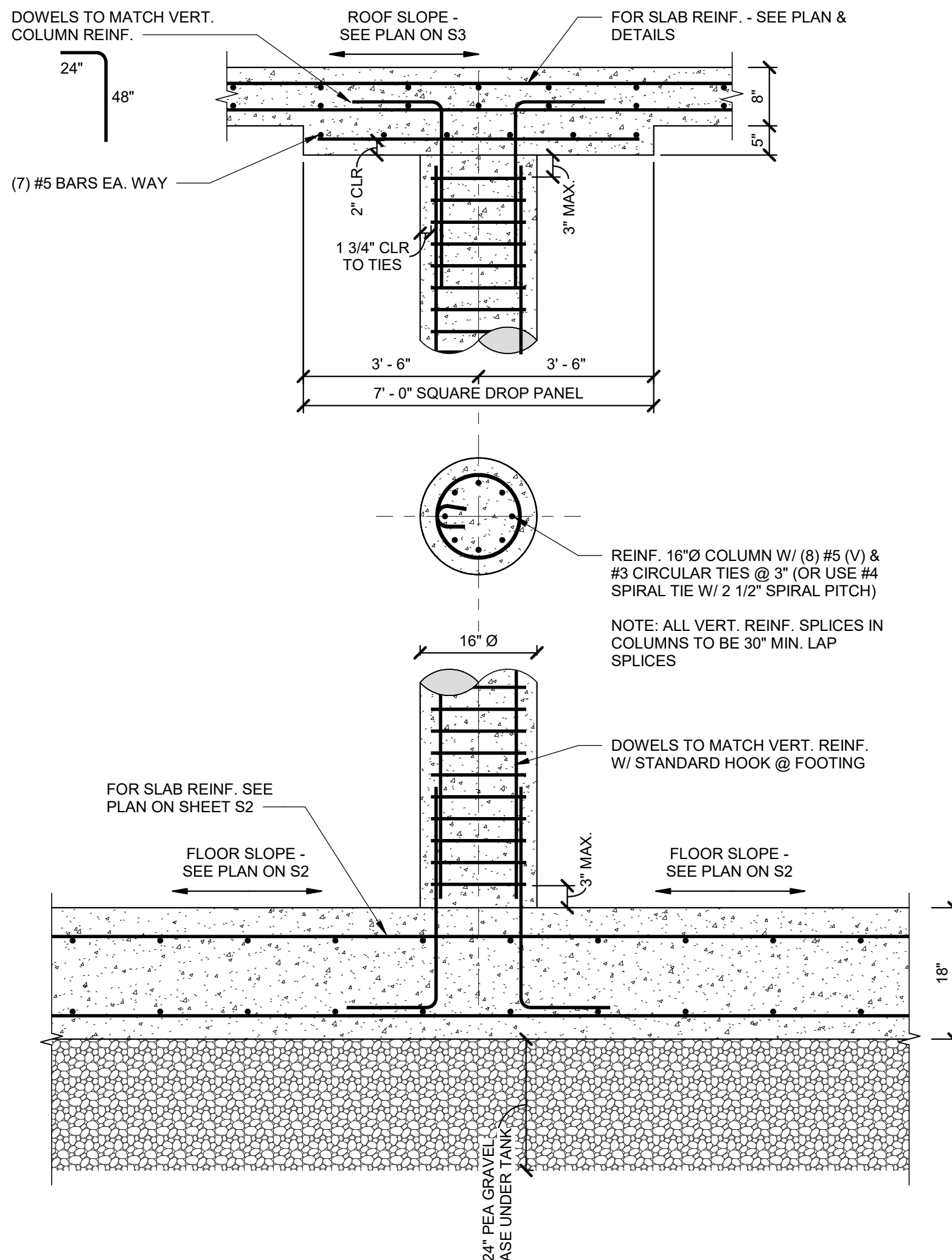
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TYPICAL RESERVOIR WALL SECTION

SCALE: NONE

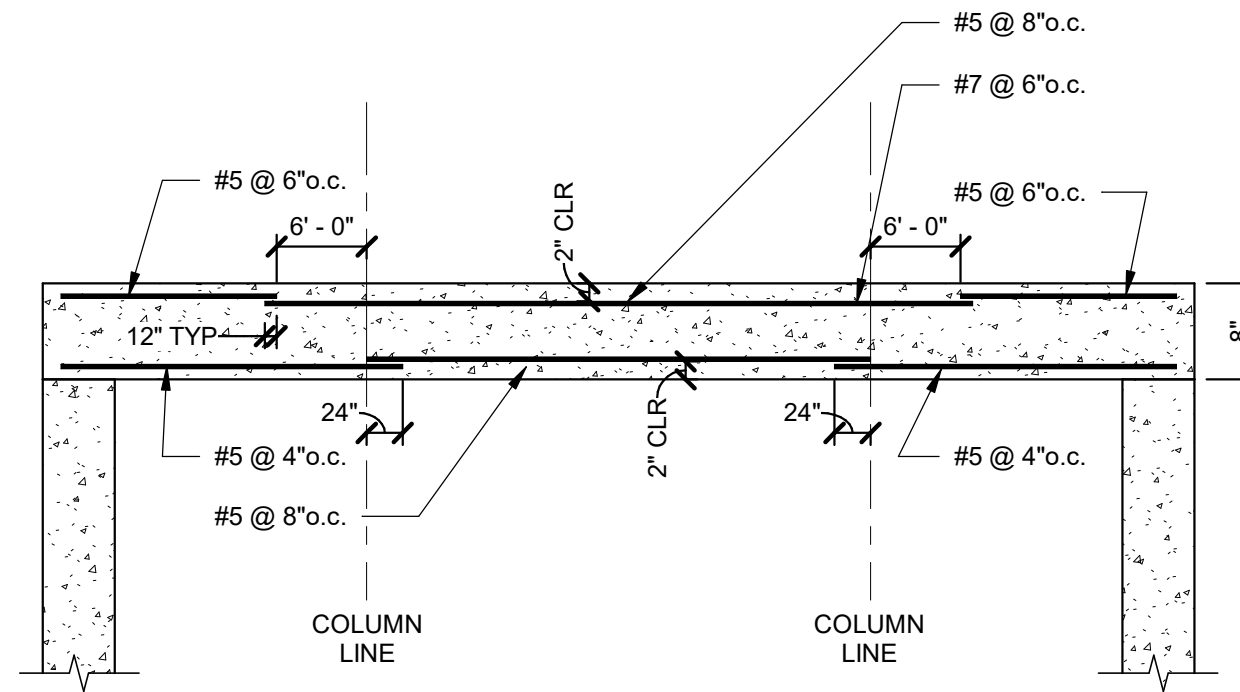
1
S3



TYPICAL INTERIOR COLUMN

SCALE: NONE

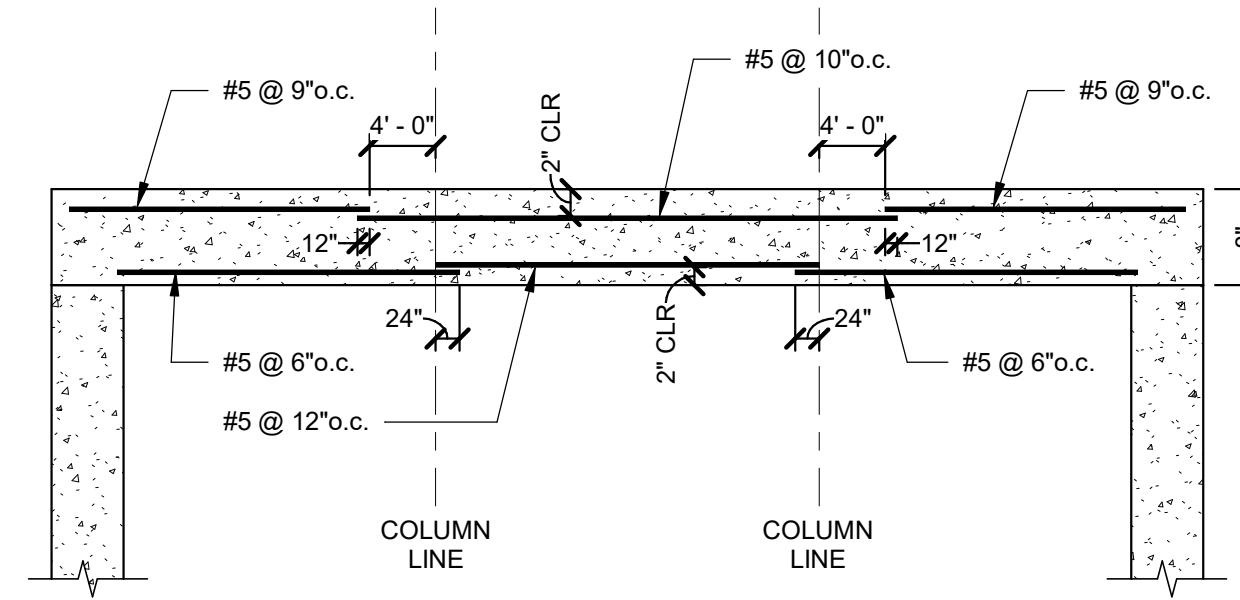
2
S3



COLUMN STRIP (EACH DIRECTION)

SCALE: NONE

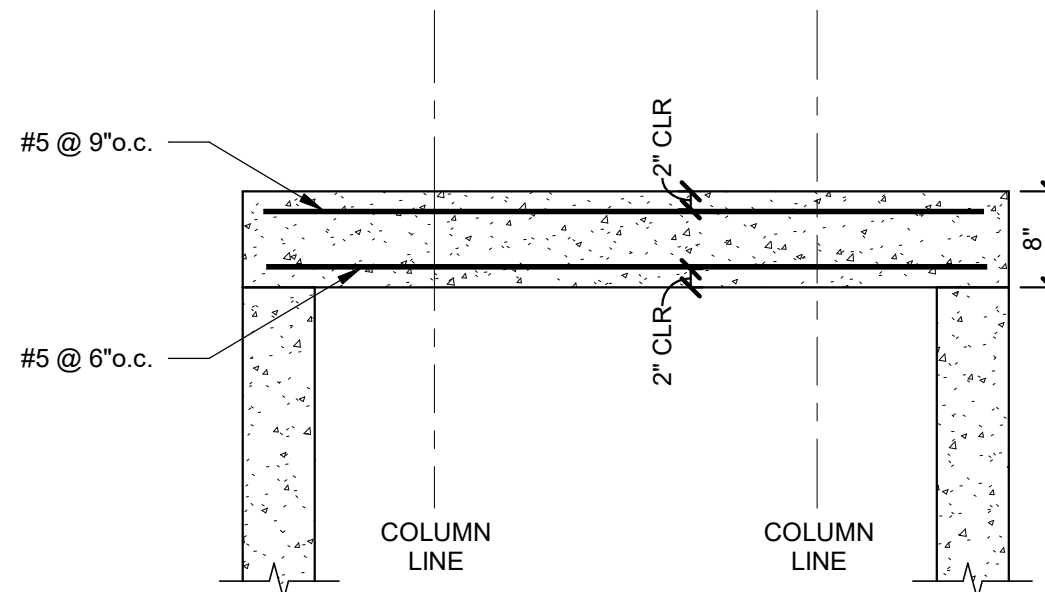
3
S3



MIDDLE STRIP (EACH DIRECTION)

SCALE: NONE

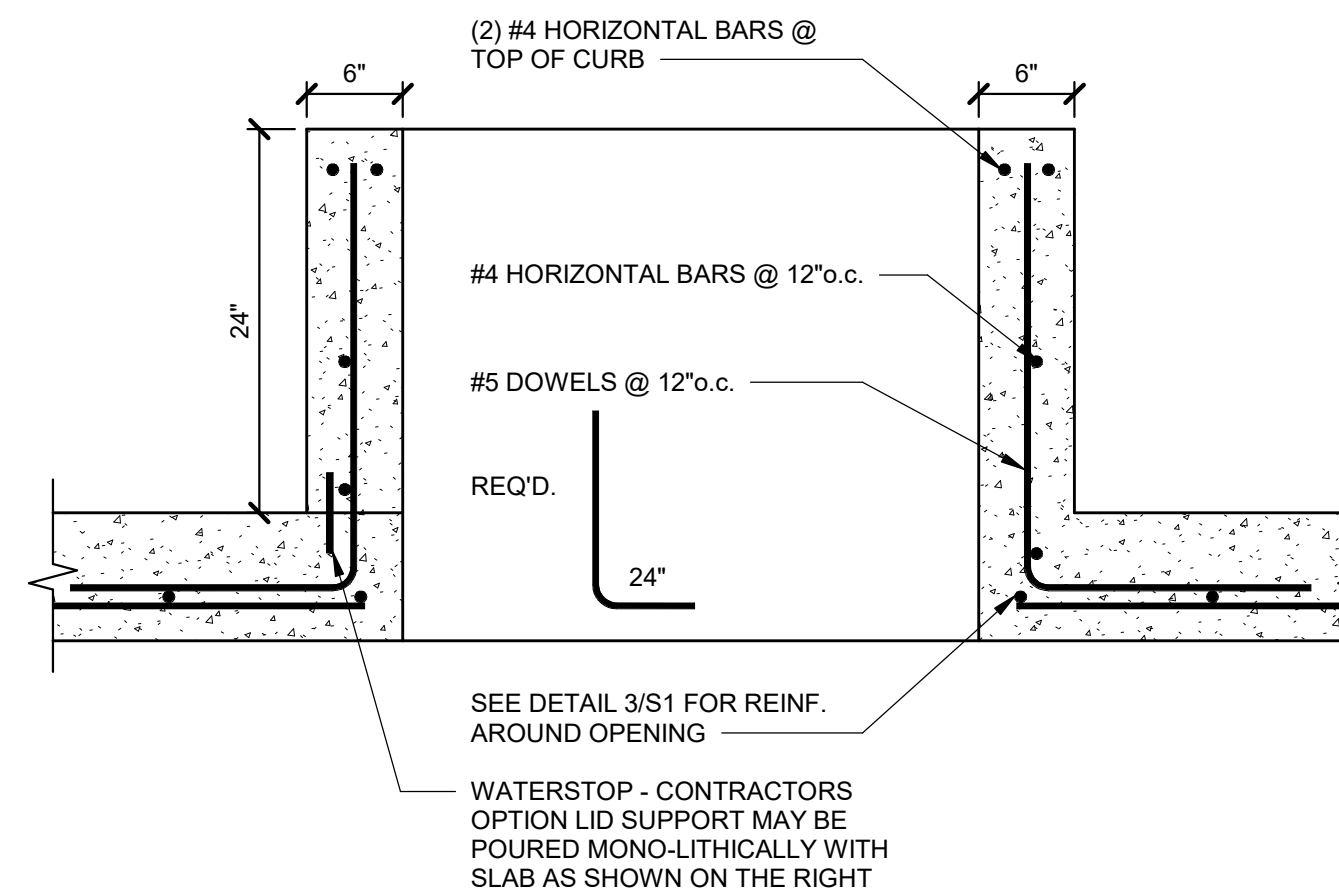
4
S3



WALL STRIP (EACH DIRECTION)

SCALE: NONE

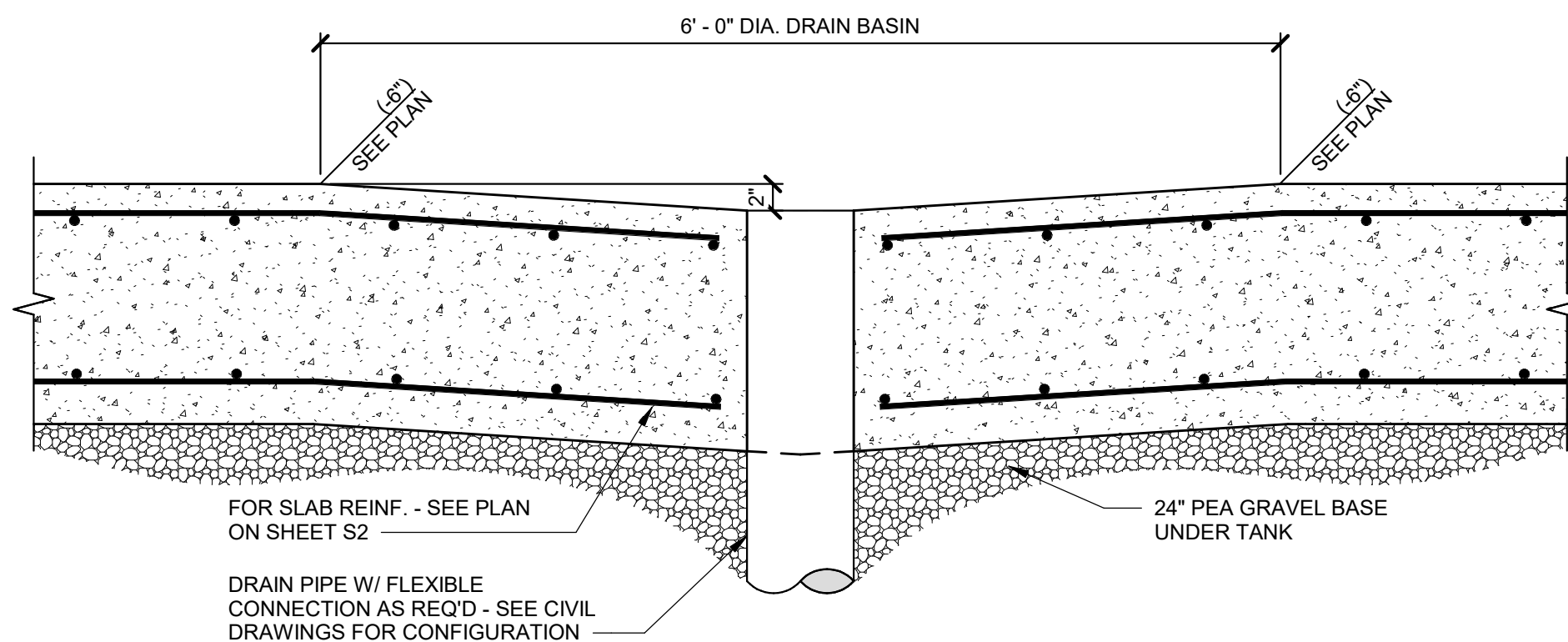
5
S3



CURB WALL SECTION

SCALE: NONE

6
S3



DRAIN BASIN

SCALE: NONE

7
S3



Staff Report to the Western Weber Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:	CUP2022-12 Consideration and action on a conditional use permit for the Hunt Family Farms Agri-tourism operation.
Agenda Date:	Tuesday, September 13, 2022
Type of Decision:	Administrative
Applicant:	Matthew Hunt
File Number:	CUP# 2022-12

Property Information

Approximate Address:	3483 N 3900 W, Ogden UT
Project Area:	21.95 Acres
Zoning:	Agricultural (A-2)
Existing Land Use:	Agricultural
Proposed Land Use:	Agri-Tourism
Parcel ID:	19-009-0013, 19-009-0015, 19-009-0016, 19-009-0017
Township, Range, Section:	Township 7 North, Range 2 West, Section 21

Adjacent Land Use

North:	Residential	South:	Agricultural
East:	Agricultural	West:	Residential

Staff Information

Report Presenter:	Felix Lleverino flleverino@co.weber.ut.us 801-399-8767
Report Reviewer:	SB

Applicable Ordinances

- Title 101, Chapter 1 General Provisions, Section 7, Definitions
- Title 104, Chapter 2 Agricultural Zone (A-2)
- Title 108, Chapter 4 Conditional Uses
- Title 108, Chapter 7 Supplementary and Qualifying Regulations
- Title 108, Chapter 8 Parking and Loading Space, Vehicle Traffic and access Regulations
- Title 108, Chapter 21 Agri-Tourism
- Title 110, Chapter 2 Western Weber Signs

Summary and Background

The applicant is requesting approval of a conditional use permit for an agri-tourism operation known as the Hunt Family Farms. The agri-tourism operations will take place within a 21-acre agricultural area located near the corner of 3600 N and 3900 W. Matthew and London Hunt own the property. An agri-tourism operation of this nature is listed as a conditional use within the Agricultural zone.

The narrative in Exhibit A includes an overall multi-step plan that will begin with a pumpkin patch and a 7-acre corn maze in the 2022 fall season, and then alter operations for the Christmas season by offering a Santa Clause, sleigh rides, and a small skating rink. For the 2023 spring season, the venue will offer a baby animal day, a community garden, and a flower festival. The venue will also offer a courtyard with playground activities.

The Hunt Farm land is currently under greenbelt and producing grass hay, and corn crop. The property consists of four parcels in total that amount to 21 acres. The proposed agri-tourism use will complement the farming activity currently taking place on the Hunt Family Farm.

Conditional use permits should be approved as long as any harmful impact is mitigated. The LUC already specifies certain standards necessary for mitigation of harmful impact to which the proposal must adhere. The proposed application meets these standards. The following is the staff's evaluation of the request.

Analysis

General Plan: A preservation strategy for farms in the Western Weber area includes enabling farmers to supplement their income in diverse ways.

Zoning: The subject property is located within the A-2 zone which is categorized as "Agricultural" and further described in LUC §104-2-1 as follows:

"The A-2 Zone is both an agricultural zone and a low-density rural residential zone. The purpose of the A-2 Zone is to designate moderate-intensity farming areas where agricultural pursuits and the rural environment should be promoted and preserved where possible."

The A-2 Zone has specific standards identified in LUC §104-2-5 that shall be met as part of the development process. The agri-tourism operation has been reviewed for compliance with these standards.

Agri-tourism Applicability and Review: Exhibit A contains a narrative, prepared by the applicant, which describes the activities planned for the Hunt Family Farm. Exhibit B shows site preparation to accommodate visitor services and activities.

The 21-acre farm parcel produces yearly grass hay and corn crop.

The activities available to visitors of the operation include:

1. Corn maze
2. Pumpkin patch
3. Playground
4. Entertainment (Music, Educational presentations)

Please see the narrative for a complete list of activities

The above-listed agricultural activities are included under the "Medium" size operation that is 20 to 39 acres.

Hours of operation: LUC §108-21-3(9) states that "Agri-tourism uses/activities, not including residential overnight accommodations and/or those conducted within a completely enclosed building, shall be limited to operating during the daily hours of 8:00 AM to 10:00 PM. Below are the proposed hours of operation:

Seasonal periods and hours:

- Fall (Mid September through October 31, Mon- Fri 4 PM to 10 PM, Sat 10 AM to 10 PM closed Sun)
- Winter (December 1st to Feb 28th, 26th, Mon- Fri 3 PM to 9 PM, Sat 10 AM to 10 PM closed Sun)
- Spring (March, April, May, Mon- Fri 4 PM to 10 PM, Sat 10 AM to 10 PM closed Sun)

Portable Restrooms: 108-21-3 (e) of the agri-tourism code provides direction for the placement of temporary sanitary facilities. Mr. Hunt intends to place the sanitary area behind the straw bales screened from view of neighboring property and 3900 West Street. The Weber-Morgan Health Department will conduct a formal review of this proposal. A condition of approval is added to ensure that all Health Department requirements are satisfied.

Food Handling: The Health Department Restaurant Division will have additional requirements related to food handling permits for concessions.

Outdoor Lighting: For the 2022 season, the owner will contract with a lighting service to illuminate the courtyard and the corn maze. The planning commission may apply conditions to mitigate a nuisance that may arise from light trespass into neighboring homes. The staff recommends that the lighting is directed to the activity areas only.

Onsite advertising/signage: The Hunt Family Farms will have one 5'X6' sign placed at the main entrance to the parking lot. An image of the sign is included in Exhibit C. The Western Weber Sign Code, Section 110-1-7 Sign/Zone Regulations states that a business sign may not exceed 100 sq. ft. and that the minimum setback is 10 feet from the property line. The proposed 40 sq. ft. sign conforms to this standard.

108-21-3 (j) **Development agreement.** An agri-tourism operation shall, before the construction of any structure intended for accommodating non-agricultural uses, record a farm stay and commercial development agreement, provided by Weber County, on all parcels utilized as a part of an approved agri-tourism operation.

The Farm Stay and Development Agreement is ready for the applicant to enter into, and will be recorded at the time business operations begin.

Conditional Use Review: Agri-tourism is conditionally allowed in the A-2 Zone. A Planning Division review has been conducted to ensure compliance with the applicable ordinances and to mitigate anticipated detrimental effects.

Conditional Use Standards: The planning commission shall consider the following points as a basis for issuing additional conditions that would mitigate harmful impacts to the surrounding area:

1. *Considerations relating to traffic safety and traffic congestion:*
2. Standards relating to infrastructure, amenities, and services.
3. Standards relating to the environment.
4. Standards relating to the current qualities and characteristics of the surrounding area and compliance with the intent of the general plan.
5. *Standards relating to performance.*
Standards generally.

Review Agencies: The Weber-Morgan Health Department will have specific requirements for food handling operations. Weber County Planning will require the Farm Stay and Development Agreement, and that the operation adheres to all county agency requirements, failure to do so could result in revocation of the conditional use permit. The Fire Marshal will allow operation through the 2022 season, however, before opening in the 2023 spring season, the owners will need to make arrangements with Fire Marshal for a fire hydrant. The County Engineer has no additional requirements.

Staff Recommendation

The Planning Division recommends approval of file# CUP 2022-12, a conditional use permit for the Hunt Family Farms Agri-tourism operation. This recommendation for approval is subject to all review agency requirements and with the following conditions:

1. All requirements from the Weber-Morgan Health Department are satisfied.
2. All the Fire District requirements are satisfied for the 2023 season. After the 2023 season, the owner will be required to have a permanent fire safety solution or the conditional use permit will be revoked.
3. The Farm Stay and Development Agreement are entered into before commercial operations begin.

This recommendation is based on the following findings:

1. The proposed use conforms to the Western Weber General Plan.
2. The proposed use will protect and preserve agricultural property in Weber County.
3. The proposed use will not be detrimental to public health, safety, or welfare.
4. The proposed use will comply with applicable County ordinances.
5. The proposed use will not deteriorate the environment or the general area to negatively impact surrounding properties and uses.

Exhibits

- A. Narrative
- B. Site Plan
- C. Sign Photo

Area Map



August 11, 2022

Re. Hunt Family Farms LLC dba Cornucopia LLC

Farm Description and History:

Part of The Hunt Farm is located near 3483 North 3900 West on the west side of 3900 (Weber County). This parcel of land has been owned and actively farmed by the Hunt Family for over four generations. The proposed Agri-Tourism operation is designed to accommodate this year's grass hay crop along with corn crop without any consequent damages or reduction to crop size.

Proposed Agri-Tourism Operation (Fall):

We propose to create an agri-tourism event site that includes the following:

1. 7 acre corn maze: For entertainment purposes along with educational purposes for our ag teams at the local high schools. A small area will be designed and dedicated to small children.
2. 3 Acre pumpkin patch: For marketing along with educational purposes.
3. Courtyard: This will include swings, slides, corn pit, etc. for children 2 years and above, that are accompanied by parents, or responsible adult.
4. Entertainment Area: This is an open area with seating, music, and where entertainment or educational presentations will be held.
5. Petting Zoo: This is a fenced area for small animals which patrons will be able to observe through the barriers.
6. Concession Area: Food and Drink Refreshments & 'Other' Products will be available for purchase at Concession Booths located within a Pepsi Trailer. All those working at the concessions will be following health department guidelines with food handler permits.
7. Fire Barrells: Fire Barrells will be provided for warmth if the weather permits. These will be supervised by staff at all times with water buckets near.
8. Parking Area and Event Access: a 4 to 5 Acre grassed lot with parking lights available adjacent to the Event Area. Access to the Parking Area is an established driveway at the North East side of the property off of 3900.
9. Ticket Booth: Located near the front of the courtyard, where Patrons purchase tickets for Entry and Events.

August 11, 2022

10. Proposed Additional Activity: A transporting vehicle, possibly themed as an animal train ride, with 7 sections, to allow children to have a gentle ride around the perimeter of the Event Area.
11. Music: Will be played throughout the Event Area during all operational hours.
12. Hours of Operation: Cornucopia patch and Rows plans to operate from 4:00 p.m. to 10:00 p.m., Monday through Friday; Saturdays 10:00 a.m.-10:00 p.m.
13. Daily Patron Attendance: based upon the attendance at neighboring, 'maze operation', we hope to have an attendance of up to 200-300 participants through an average day's event.
14. Hygiene Facilities: Multiple PortaPotties and hand washing facilities will be installed before the start of the Operational event and continue throughout the season of operation.

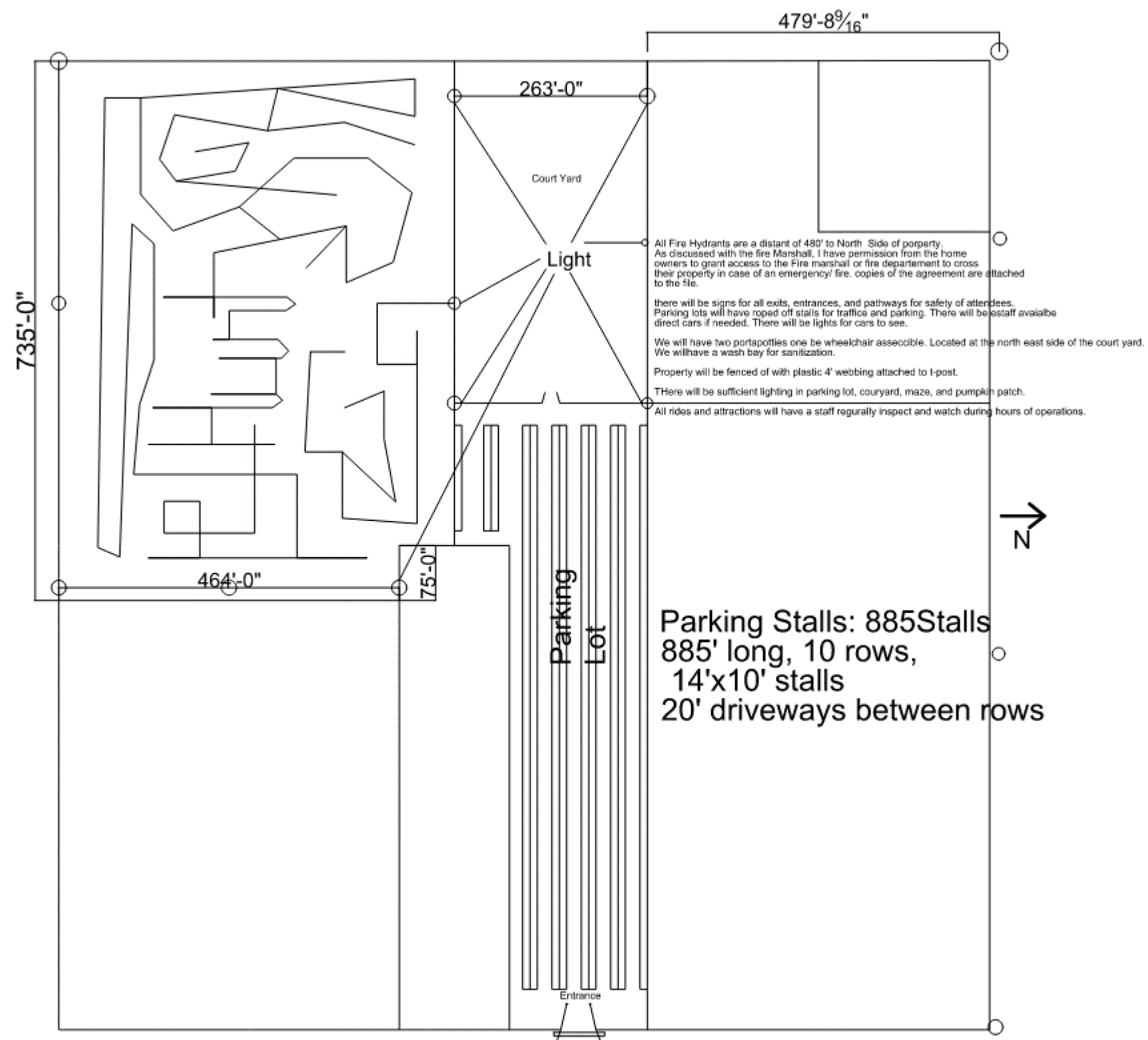
Plans for use of property during additional seasons

Proposed Agri-Tourism Operation (Winter):

1. Winter Festival: Including a visit from Santa Clause, reindeer that will be fenced off where patrons can look at.
2. Sleigh rides: Ride behind a horse and sleigh carriage around the perimeter of the farm while looking at the lights.
3. Ice skating: Skate at our small skate rink.

Proposed Agri-Tourism Operation (Spring/Summer):

1. Spring baby animal day: Patrons will be able to come and enjoy learning about the baby animals from the farm.
2. Community Garden: Patrons will help in the garden and take home produce. This is for educational purposes along with helping our community during the summer.
3. Flower Festival: In the future we would like to have our farm produce cut flowers where patrons can come and enjoy the views of a flower farm along with take some flowers home with them. This is for educational and marketing purposes.







Staff Report to the Western Weber Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File Number LVS042621 - Consideration and action on a request for final approval of Phase 2 of Smart Fields Subdivision (24 lots) located at 1740 S 4300 W.
Agenda Date: Tuesday, September 13, 2022
Applicant: Pat Burns (Owner) Joshua Wiscombe (Authorized Representative)
File Number: LVS042621

Property Information

Approximate Address: 4300 West 1400 South
Project Area: 27.5 acres
Zoning: A-1
Existing Land Use: Agricultural
Proposed Land Use: Residential
Parcel ID: 15-054-0055
Township, Range, Section: 6N 2W Sec 20 and 21

Adjacent Land use

North:	Agricultural/ Residential	South:	Agricultural/ Residential
East:	Agricultural/ Residential	West:	Agricultural/ Residential

Staff Information

Report Presenter: Felix Lleverino
flleverino@co.weber.ut.us
801-399-8767
Report Reviewer: SB

Applicable Ordinances

- Title 101, Chapter 1 General Provisions, Section 7 Definitions
- Title 104, (Zones) Chapter 2
- Title 106, Subdivisions

Development History

Phases one and two were granted preliminary approval on September 21, 2021. At that time, the subdivision plan for phase 2 contained 17 lots.

Smart Fields Phase 2 was presented before the Western Weber Planning Commission on March 1, 2022, to consider preliminary and final approval. In that meeting, the planning commission tabled a decision until the development plan indicates the detention ponds are consolidated into one large pond. The plat and civil drawings are revised to show the consolidation. To address ownership and maintenance, the developer is required to enter into a Storm Water Maintenance Agreement.

Smart Fields Phase 2 was presented before the Planning Commission on August 9th, 2022 for preliminary approval. Preliminary approval of 24 lots was granted based on the following conditions:

1. The County Engineering Department shall review the civil drawings.
 - The civil drawings are under review by the applicable county agencies. The final drawings require final approval before subdivision improvement construction may begin.
2. The owner of lot 209 is responsible for the detention pond. The owner of lot 222 is responsible for the retention pond.
 - Lot 222 no longer has a retention pond within it. The new design proposes to expand the size of the detention pond within lot 208.
3. A storm water maintenance agreement is recorded with the final subdivision plat.
 - This will be satisfied at the time when the plat records

4. All of Smart Fields Phase 2 is annexed into Central Weber Sewer Improvement District.
 - Annexation of Lot 222 into the sewer district is currently underway. It must be complete before the subdivision plat can record.
5. The developer considers the implementation of drainage swales to replace the retention pond within lot 222.
 - After discussion with the County Engineer, It was decided by the County that removing the retention basin within lot 222 is the highest priority. This priority has been satisfied (see condition #2).

Final subdivision approval of Smart Fields Phase 2 will be presented before the Planning Commission on September 13th, 2022.

Summary

The applicant is requesting final approval of Smart Fields Subdivision Phase 2 (24 lots) at approximately 1740 S 4300 West. The general requirements of the A-1 Zone establishes the maximum density, which amounts to one house per acre. The total density of Phases one and two of the Smart Fields development does not exceed the maximum density of 37.7 lots. The total acreage of phases one and two amounts to 34.66 (1,509,789.6 square feet). With the implementation of Connectivity Incentivization across both phases, the lot sizes may be reduced down to a minimum of 20,000 sq. ft. and 75 feet wide, and the development as a whole may retain up to 10% (3.466 acres) of the gross acreage that would have been otherwise deducted for public ROW's.

This development plan complies with Land Use Code 106-2-4.30 Connectivity-Incentivized Subdivision.

The following section is the staff's analysis of the proposal.

Analysis

General Plan: This proposal conforms to page 1-5 of the West Central Weber General Plan by placing residential development within areas that have a connection to sewer services while protecting property rights.

Zoning: The property is located within the A-1 Zone. The purpose of this zone is stated in the LUC §104-2.

"The purpose of the A-1 Zone is to designate farm areas, which are likely to undergo a more intensive urban development, to set up guidelines to continue agricultural pursuits, including the keeping of farm animals, and to direct orderly low-density residential development in a continuing rural environment."

Site Development Standards:

A-1 Zone:

Minimum lot width: 150 feet

Minimum lot area: 40,000 square feet

Connectivity Incentivized Subdivision:

Minimum lot width: 75 feet

Minimum lot area: 20,000 square feet

Each lot within the development conforms to the minimum lot size allowable by the zoning code and the connectivity incentivized subdivision code. The combined land area of phase one and phase two total 1,509,789.6 sq. ft. 1,509,789.6 divided by the minimum lot size for the zone (40,000 square feet) equals 37.7 lots. Smart Fields Phase 1 will have 13 lots. Smart Fields Phase 2 will have 24 lots.

Storm Water Management Plan: The plan, created by Great Basin Engineering, is submitted for review by the County Engineering Department. The plan is designed to handle all storm water from phase 2 by utilizing a permanent detention basin that will outflow into a nearby slew to the west. After an initial review, the County Engineering Department finds the plan satisfactory.

Flood Zone: This parcel is within an area of minimal flood hazard and determined to be outside the 500-year flood level.

Culinary Water: Taylor West Weber Water District has provided a final will-serve letter stating that the district has the capacity to serve culinary water for the phase two 24-lot development (see Exhibit B).

Irrigation Water: Hooper Irrigation Company has provided a final will-serve letter for the phase two 24-lot development (see Exhibit C). "There were adequate number of water shares surrendered for the development water use and the access fees to the secondary system have been paid."

Sewer Services: Central Weber Sewer District has provided a will-serve letter stating that the District can serve this 37-lot development. The District will need to approve the connection plans and inspect the connection. The additional area added to phase 2 will need to be annexed into the district.

Review Agencies: The Weber County Planning Division has posted final review comments that will be addressed by plat revisions. Review of the civil drawings are underway by the Weber County Engineering Department. They have confirmed that the detention pond location is satisfactory. The County Surveying Department is reviewing the final plat. Minor plat revisions, and the signing of the Monument Improvement Agreement will address the remaining county surveyor comments. The Weber Fire District has approved this proposal, with the understanding that more requirements will follow at the time of building permit review.

Staff Recommendations

Staff recommends final approval of Smart Fields Subdivision Phase 2, a proposal to create 24 residential lots. This recommendation is based on the following conditions:

1. A Subdivision Improvement Agreement shall accompany the final recorded plat.
2. A Monument Improvement Agreement will be completed under the direction of the County Surveyor's office.
3. The developer shall enter into a Storm Water Maintenance Agreement.
4. All areas within the phase 2 are annexed into the Central Weber Sewer District before the subdivision plat records.

This recommendation is based on the following findings:

1. The proposed subdivision conforms to the West Central Weber General Plan.
2. The proposed subdivision complies with the applicable County codes.
3. The subdivision conforms to zoning and subdivision ordinances.

Exhibits

- A. Smart Fields Subdivision Phase 2 final plat
- B. Final will serve culinary
- C. Final will serve secondary
- D. Will-serve Sewer Service (Central Weber Sewer Improvement District)
- E. Civil Drawings

Area Map

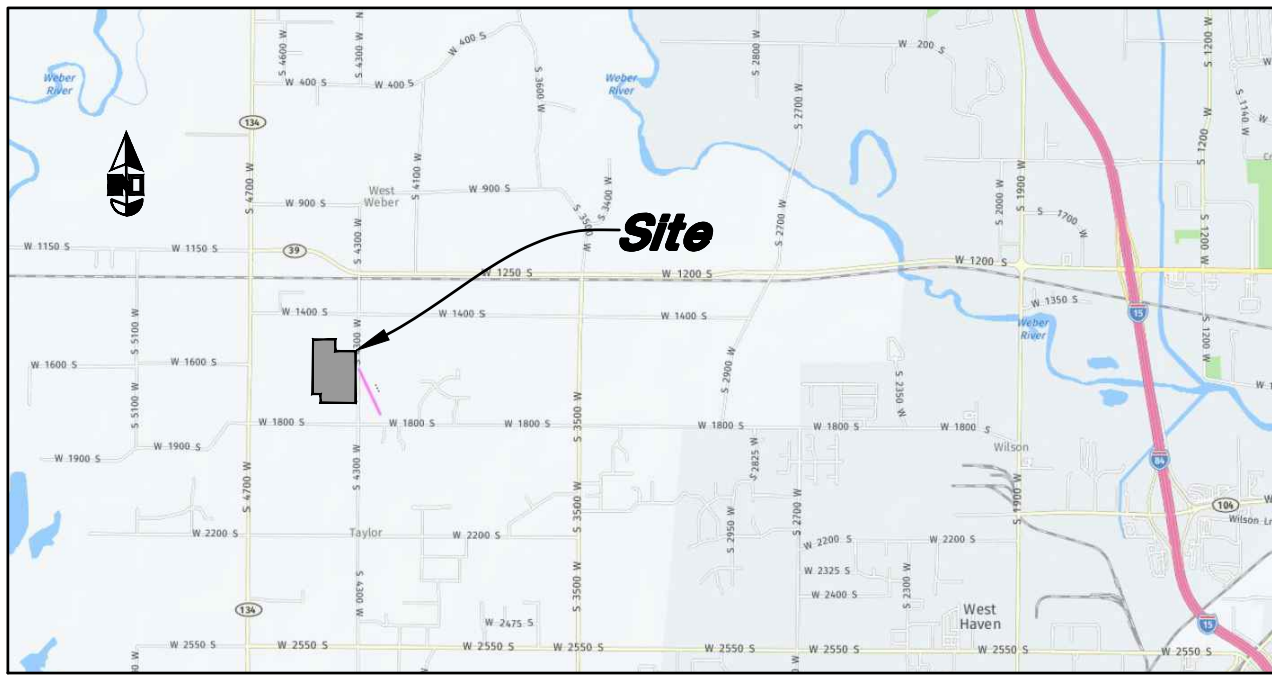


Smart Fields Phase 2

A Connectivity Incentivised Subdivision

A part of the Southeast Quarter of Section 20, T6N , R2W, SLB&M, U.S. Survey
Weber County, Utah
August 2022

Exhibit A



VICINITY MAP
Not to Scale

Dean & Kathy Martini
Land Holdings LLC

Wayne S. Smart Family
Limited Partnership

Dean & Kathy Martini
Land Holdings LLC

Weber School District

106

Smart Fields Phase 1
105

104

103

102

101

West Quarter corner of Section 21,
T6N, R2W, SLB&M
(Found Section Monument in good
condition)

Southwest Corner of Section 21,
T6N, R2W, SLB&M
(Found Section Monument in good
condition)

SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Professional Land Surveyor in the State of Utah, and that I hold License No. 6242920 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act. I also certify that I have completed a survey of the property described hereon in accordance with Section 17-23-17 and that I have verified all measurements shown hereon this plat of Smart Fields Subdivision Phase 2 in Weber County, Utah and that it 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 on data compiled from records in the Weber County Recorder's Office. Monuments have been found or placed as represented on this plat. I furthermore certify that all lots within this Subdivision hereby meet all current lot width and area requirements of the Weber County Zoning Ordinance.

Signed this _____ day of _____, 2022.

6242920
License No.

Andy Hubbard

OWNERS DEDICATION

We the undersigned owners of the herein described tract of land, do hereby set apart and subdivide the same into Lots, and Public Streets as shown on the plat and name said tract Smart Fields Subdivision Phase 2 and also do grant and dedicate to Weber County a perpetual right and easement over, upon and under the lands designated hereon as public utility easements, the same to be used for the maintenance and operation of public utility service line and storm drainage facilities, whichever is applicable as may be authorized by the governing authority, with no buildings or structures being erected within such easements, and further dedicate to public use all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfares.

Signed this _____ Day of _____, 2022.

- Smart Fields Development LLC -

Pat Burns - Owner

ACKNOWLEDGMENT

State of Utah
County of _____ } ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____ Dean & Kathy Martini Land Holdings LLC.

Residing At: _____ A Notary Public commissioned in Utah
Commission Number: _____
Commission Expires: _____

Dean Martini

Kathy Martini

ACKNOWLEDGMENT

State of Utah
County of _____ } ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____ Pat Burns - Smart Fields Development LLC.

Residing At: _____ A Notary Public commissioned in Utah
Commission Number: _____
Commission Expires: _____
Print Name

NARRATIVE

This Survey and Subdivision Plat were requested by Pat Burns for the purpose of subdividing the parcel into Twenty-four (24) Lots.
Basis of bearing for this survey is North 0°30'47" East, measured between the West Quarter Corner of Section 21 and the Southwest Corner of Section 21 (Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey).
See Record of Survey for Boundary Retracement Details.
Property Corners were set as depicted.

Legend

- Monument to be set
- Found Centerline Monument (Rad.) Radial Line (N/R) Non-Radial Line
- PUE Public Utility Easement
- PU&DE Public Utility & Drainage Easement
- Fence
- Buildable Area
- Pathway
- Easement
- Buildable area
- Existing Boundary
- Set Hub & Tack
- A will be set Nail in Curb
- Extension of Property
- Set 5/8"x 24" Long Rebar & Cap w/ Lathe

NOTES:

- A 10' wide front yard Public Utility and Drainage Easement as indicated by dashed lines, except as otherwise shown.
- Subdivision Area Information
Total Area 997,924 sq.ft.
Right of Way Area 128,131 sq.ft.
Lot Area 869,693 sq.ft.
- Agriculture is the preferred use in the agriculture zones. Agricultural operations as specified in the Land Use Code for a particular zone are permitted at any time including the operation of farm machinery and no allowed agricultural use shall be subject to restrictions on the basis that it interferes with activities of future residents of this subdivision.
- This subdivision was allowed flexible lot area and width in exchange for superior street connectivity. A subdivision amendment within any part of the overall subdivision boundary shall comply with Section 106-2-4.3 of the Weber County Code.
- Lot 221 will not be connected to Hooper Irrigation Pressurized Water system. Lot 221 will be flood irrigated.
- Snow Storage area Restrictions as shown in the cul-de-sac of this plat restrict any placement of Driveways, Fire Hydrants, Catch Basins, or Mail Boxes within the 40' Snow Storage area.

Sheet 1 of 1

WEBER COUNTY RECORDER

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

WEBER COUNTY RECORDER

BY: _____ DEPUTY

ENGINEER:
Great Basin Engineering North
c/o Andy Hubbard, PLS.
Andy@gbengineering.com
5746 South 1475 East Suite 200
Ogden, Utah 84405
(801) 394-4515

DEVELOPER:
Lyme Construction, LLC
1407 North Mountain Road
Ogden, Utah
(801)-710-2234

Property line Curve Data					
Curve #	Delta	Radius	Length	Chord Direction	Chord Length
C1	90°28'24"	10.00'	15.79'	S 44°45'48" E	14.20'
C2	90°00'00"	10.00'	15.71'	N 45°00'00" E	14.14'
C3	49°59'41"	15.00'	13.09'	N 24°59'51" W	12.68'
C4	52°53'52"	55.00'	50.78'	N 23°32'45" W	48.99'
C5	87°05'49"	55.00'	83.61'	N 46°27'05" E	75.79'
C6	87°05'49"	55.00'	83.61'	S 46°27'05" E	75.79'
C7	52°53'52"	55.00'	50.78'	S 23°32'45" W	48.99'
C8	49°59'41"	15.00'	13.09'	S 24°59'51" W	12.68'
C9	90°00'00"	10.00'	15.71'	S 45°00'00" E	14.14'
C10	89°29'13"	10.00'	15.62'	S 45°15'24" W	14.08'
C11	89°38'45"	10.00'	15.65'	S 44°18'35" E	14.10'
C12	90°21'15"	10.00'	15.77'	S 45°41'25" W	14.19'

DESCRIPTION

A part of the Southwest Quarter of Section 20 Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point being 589.55' feet North 0°30'47" East along the Section line from the Southwest Corner of said Section 21, and West 33.00 feet, running thence North 88°57'30" West 709.53 feet; thence North 0°30'47" East 167.77 feet; thence North 89°02'03" West 168.69 feet; thence North 0°53'23" East 1113.79 feet; thence South 89°29'13" East 453.65 feet; thence South 0°48'38" West 235.99 feet; thence South 89°29'13" East 418.44 feet; thence South 0°30'47" West 1053.43 feet to the Point of Beginning.

Contains 22.91 Acres more or less

WEBER COUNTY COMMISSION ACCEPTANCE

This is to certify that this subdivision plat, the dedication of streets and other public ways and financial guarantee of public improvements associated with this subdivision, thereon are hereby approved and accepted by the Commissioners of Weber County, Utah this _____ day of _____, 2022.

Chairman, Weber County Commission

Attest: _____

Title: _____

WEBER COUNTY ATTORNEY

I have examined the financial guarantee and other documents associated with this subdivision plat, and in my opinion they conform with the County Ordinance applicable thereto and now in force and effect.

Signed this _____ day of _____, 2022.

WEBER COUNTY SURVEYOR

I hereby certify that the Weber County Surveyor's Office has reviewed this plat and all conditions for approval by this office has been satisfied. The approval for this plat by the Weber County Surveyor does not relieve the Licensed Land Surveyor who executed this plat from the responsibilities and/or liabilities associated therewith.

Signed this _____ day of _____, 2022.

Weber County Surveyor

Record of Survey # _____

WEBER COUNTY ENGINEER

I hereby certify that the required public improvement standards and drawings for this subdivision conform with County standards and the amount of the financial guarantee is sufficient for the installation of these improvements.

Signed this _____ day of _____, 2022.

Weber County Engineer

WEBER COUNTY PLANNING COMMISSION APPROVAL

This is to certify that this subdivision plat was duly approved by the Weber County Planning Commission.

Signed this _____ day of _____, 2022.

TAYLOR WEST WEBER WATER

This is to certify that this subdivision plat was duly approved by the Taylor West Weber Water.

Signed this _____ day of _____, 2022.

Taylor West Weber Water

Quincy & Michelle
Adams

David & Marlene Nuttall Family Trust

709.53'

Point of Beginning

S 0°30'47" W

589.55'

N 0°30'47" E Basis of Bearing

101

102

103

104

105

106

Weber School District

Smart Fields Phase 1

Dean & Kathy Martini Land Holdings LLC

Wayne S. Smart Family Limited Partnership

Quincy & Michelle Adams

David & Marlene Nuttall Family Trust

Taylor West Weber Water

WEBER COUNTY SURVEYOR

WEBER COUNTY ATTORNEY

WEBER COUNTY COMMISSION ACCEPTANCE

DESCRIPTION

Property line Curve Data

VICINITY MAP

Exhibit A

Smart Fields Phase 2

A Connectivity Incentivised Subdivision

A part of the Southeast Quarter of Section 20, T6N , R2W, SLB&M, U.S. Survey

Weber County, Utah

August 2022

NOT FOR RECORDING

21N700

W:\21N700 - Smart Fields\DWG\21N700 - BP 2.dwg, 9/1/2022 11:16:04 AM, JamesR, 1:1



**2815 WEST 3300 SOUTH
WEST HAVEN, UTAH 84401
801-731-1668**

2/28/2022

Weber County Planning Commission
2380 Washington Boulevard
Ogden, Utah 84401

To Whom It May Concern:

This is to inform you that **Final Will Serve** approval has been given and the Taylor West Weber Water District has the capacity to provide **only** culinary water for Smart Fields Phase 2 Subdivision this is a 24-lot subdivision. Lot #222 is open space and will not have a water service connection. The address is approx. 1800 W 4300 S. Taylor UT. Plan review and water right fees have been paid. Plans have been reviewed. Installation of water lines must follow Taylor West Weber Water specifications. A pre-construction meeting must happen before installation of water lines. Inspections of the water lines must be completed by a representative of Taylor West Weber Water. Impact fees for each lot must be paid before building permits are issued. All homes must use Hooper Irrigation as their source of secondary water. Hooper water must grant the ability of service before occupancy of any home can occur.

FINAL WARRANTY APPROVAL MUST NOT BE ISSUED UNTIL APPROVAL IS GIVEN BY TAYLOR WEST WEBER WATER.

Sincerely,

Shelley Hadley – District Clerk

Taylor West Weber Water District



PO Box 184	Phone: (801)985-8429
5375 S 5500 W	Fax: (801)985-3556
Hooper, Utah 84315	hooperirrigationco@msn.com

February 28, 2022

Weber County Planning Commission
2380 Washington Blvd, #240
Ogden, Utah 84401

RE: FINAL WILL SERVE LETTER – Smart Fields Subdivision, Phase 2

Phase Two of the development is located at approximately 1800 South and 4300 West and consists of 24 lots.

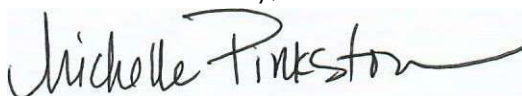
Hooper Irrigation Company has pressure irrigation water available for the above project located at the above address. Hooper Irrigation will provide secondary pressurized water at the time occupancy begins.

This letter states that the above project is in the boundaries of Hooper Irrigation Company. A formal application has been made to our office and the fee for application as well as the plan review and lot review fees have been paid. There were an adequate number of water shares surrendered for the development water use and the access fees to the Secondary System have been paid.

The subdivision utility plans have been reviewed by Hooper Irrigation and changes, if any, have been made and corrected. The plans have been approved for the above subdivision. Hooper Irrigation is willing and able to take responsibility for the installed lines. Only this project is in consideration and guaranteed service and the plan review is good only for a period of one year from the date of this letter, if not constructed.

Hooper Irrigation's specifications are available at the company office. If you have any questions, please call the office at (801)985-8429

Sincerely,



Michelle Pinkston
Office Manager
Board Secretary



Central Weber Sewer Improvement District

July 28, 2021

Steve Burton
Weber County Planning Commission
2380 Washington Blvd #240, Ogden, UT 84401

SUBJECT: Smart Fields Phase 1 and Phase 2
Sanitary Sewer Service
Will Serve Letter

Steve:

At the request of Pat Burns we have reviewed a subdivision plan for Smart Fields Phase 1 has 13 Lots and Phase 2 of 24 lots with total of 37 lots located at approximate address. 4300 W 1800 S. We require annexation into the district and offer the following comments regarding Central Weber providing sanitary sewer service.

1. At this time, Central Weber has the capacity to treat the sanitary sewer flow from this subdivision. The Inasmuch as system demand continuously changes with growth, this assessment is valid for three (3) years from the date issued on this letter.
2. If any connection is made directly into Central Weber's line the connection must be inspected by Central Weber while the work is being done. A minimum of 48-hour notice for inspection shall be given to Central Weber prior to any work associated with the connection.
3. Central Weber will not take ownership or responsibility for the condition, ownership or maintenance of the proposed sanitary sewer lines (gravity or pressure) or system that will be installed to serve this subdivision.
4. The connection of any sump pumps (or similar type pumps) to the sanitary sewer system is prohibited during or after construction. Central Weber's Wastewater Control Rules and Regulations state:

Prohibited Discharge into Sanitary Sewer. No person shall discharge or cause or make a connection which would allow to be discharged any storm water, surface water, groundwater, roof water runoff or subsurface drainage to any sanitary sewer.



Exhibit D

Central Weber Sewer Improvement District

5. The entire parcel of property to be served will need to be annexed into the District prior to any connection to the District's line. This annexation must be complete before the sale of any lots in the subdivision.
6. Impact fees will need to be paid to Central Weber Sewer Improvement District no later than the issuance of any building permits. Annexation Book 86 page 6.

If you have any further questions or need additional information, please let us know.

Sincerely,

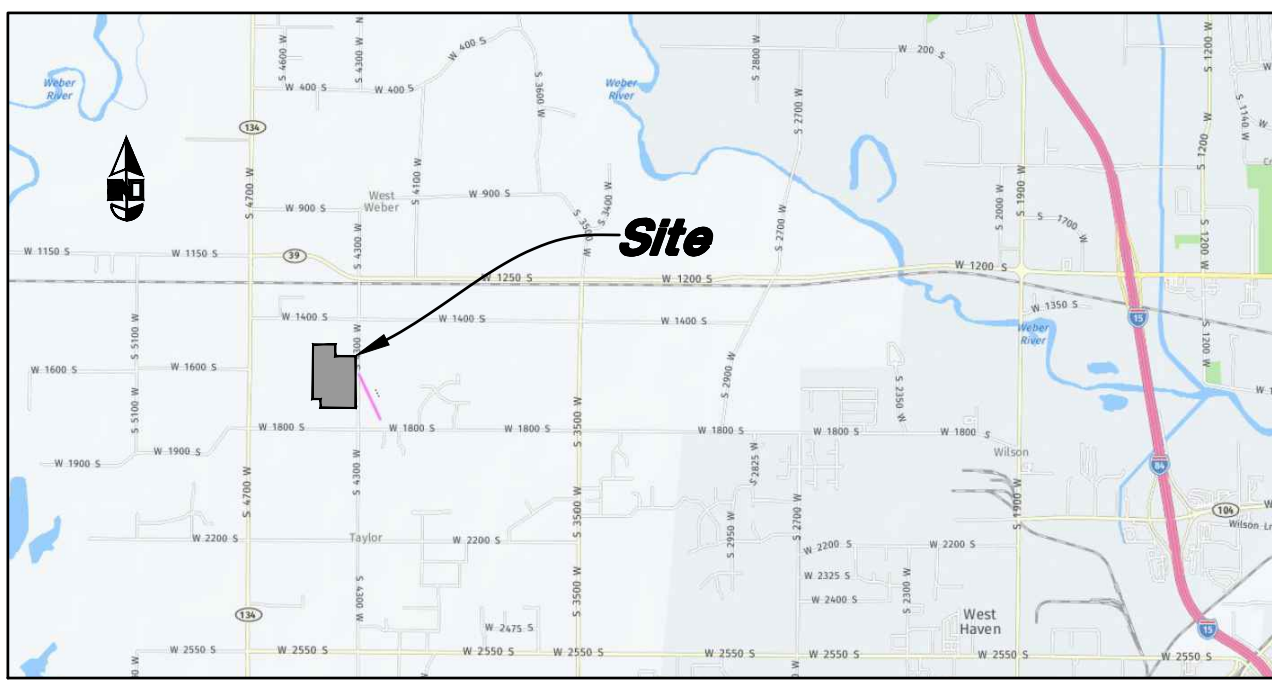
Clay Marriott

Construction Manager

CC: Chad Meyerhoffer, Weber County
Kevin Hall, Central Weber Sewer
Joshua Wiscombe
Pat Burns
Dave Laloli dave@ipaveutah.com

Smart Fields Phase 2

A Connectivity Incentivised Subdivision
A part of the Southeast Quarter of Section 20, T6N , R2W, SLB&M, U.S. Survey
Weber County, Utah
September 2022



VICINITY MAP
Not to Scale

Dean & Kathy Martini
Land Holdings LLC

Wayne S. Smart Family
Limited Partnership

Dean & Kathy Martini
Land Holdings LLC

Weber School District

106

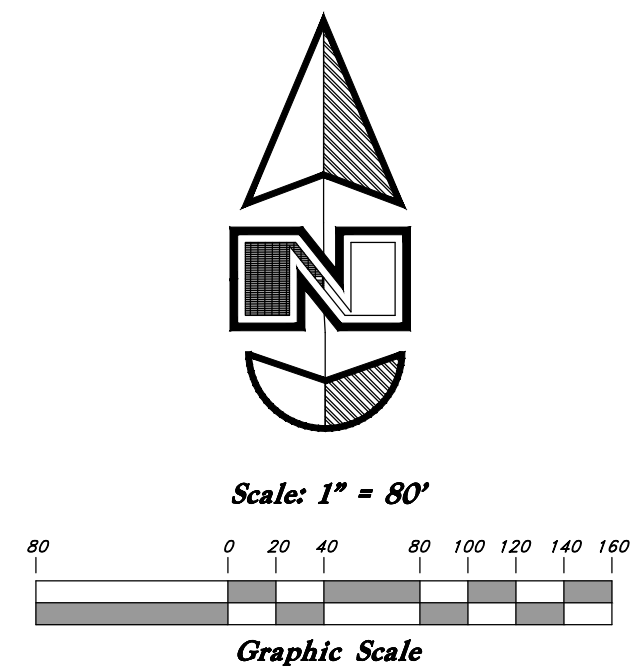
Smart Fields Phase 1

104

103

102

101



Property line Curve Data					
Curve #	Delta	Radius	Length	Chord Direction	Chord Length
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C5	87°05'49"	55.00'	83.61'	N 46°27'05" E	75.79'
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C8	49°59'41"	15.00'	13.09'	S 24°59'51" W	12.68'
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C10	89°29'13"	10.00'	15.62'	S 45°15'24" W	14.08'
C11	89°38'45"	10.00'	15.65'	S 44°18'35" E	14.10'
C12	90°21'15"	10.00'	15.77'	S 45°41'25" W	14.19'

DESCRIPTION

A part of the Southwest Quarter of Section 20 Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point being 589.55' feet North 0°30'47" East along the Section line from the Southwest Corner of said Section 21, and West 33.00 feet; running thence North 88°57'30" West 709.53 feet; thence North 0°30'47" East 167.77 feet; thence North 89°02'03" West 168.69 feet; thence North 0°53'23" East 1113.79 feet; thence South 89°29'13" East 453.65 feet; thence South 0°48'38" West 235.99 feet; thence South 89°29'13" East 418.44 feet; thence South 0°30'47" West 1053.43 feet to the Point of Beginning.

Contains 22.91 Acres more or less

WEBER COUNTY COMMISSION ACCEPTANCE

This is to certify that this subdivision plat, the dedication of streets and other public ways and financial guarantee of public improvements associated with this subdivision, thereon are hereby approved and accepted by the Commissioners of Weber County, Utah this ____ day of _____, 2022.

Chairman, Weber County Commission

Attest: _____

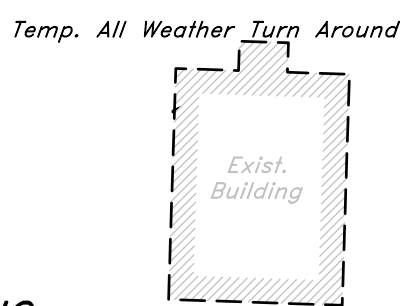
Title: _____

WEBER COUNTY ENGINEER

I hereby certify that the required public improvement standards and drawings for this subdivision conform with County standards and the amount of the financial guarantee is sufficient for the installation of these improvements.

Signed this ____ day of _____, 2022.

Weber County Engineer



WEBER COUNTY ATTORNEY

I have examined the financial guarantee and other documents associated with this subdivision plat, and in my opinion they conform with the County Ordinance applicable thereto and now in force and effect.

Signed this ____ day of _____, 2022.

WEBER COUNTY PLANNING COMMISSION APPROVAL

This is to certify that this subdivision plat was duly approved by the Weber County Planning Commission.

Signed this ____ day of _____, 2022.

WEBER COUNTY SURVEYOR

I hereby certify that the Weber County Surveyor's Office has reviewed this plat and all conditions for approval by this office has been satisfied. The approval for this plat by the Weber County Surveyor does not relieve the Licensed Land Surveyor who executed this plat from the responsibilities and/or liabilities associated therewith.

Signed this ____ day of _____, 2022.

Weber County Surveyor

Record of Survey # _____

TAYLOR WEST WEBER WATER

This is to certify that this subdivision plat was duly approved by the Taylor West Weber Water.

Signed this ____ day of _____, 2022.

Taylor West Weber Water

Quincy & Michelle
Adams

David & Marlene Nuttall Family Trust



West Quarter corner of Section 21,
T6N, R2W, SLB&M
(Found Section Monument in good
condition)

Weber School District

106

Smart Fields Phase 1

104

103

102

101

Southwest Corner of Section 21,
T6N, R2W, SLB&M
(Found Section Monument in good
condition)

SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Professional Land Surveyor in the State of Utah, and that I hold License No. 6242920 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act. I also certify that I have completed a survey of the property described hereon in accordance with Section 17-23-17 and that I have verified all measurements shown hereon this plat of Smart Fields Subdivision Phase 2 in Weber County, Utah and that it 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 on data compiled from records in the Weber County Recorder's Office. Monuments have been found or placed as represented on this plat. I furthermore certify that all lots within this Subdivision hereby meet all current lot width and area requirements of the Weber County Zoning Ordinance.

Signed this ____ day of _____, 2022.

6242920

License No.

Andy Hubbard

OWNERS DEDICATION

We the undersigned owners of the herein described tract of land, do hereby set apart and subdivide the same into Lots, and Public Streets as shown on the plat and name said tract Smart Fields Subdivision Phase 2 and also do grant and dedicate to Weber County a perpetual right and easement over, upon and under the lands designated hereon as public utility easements, the same to be used for the maintenance and operation of public utility service line and storm drainage facilities, whichever is applicable as may be authorized by the governing authority, with no buildings or structures being erected within such easements, and further dedicate to public use all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfares.

Signed this ____ Day of _____, 2022.

- Smart Fields Development LLC -

Pat Burns - Owner

ACKNOWLEDGMENT

State of Utah
County of _____ } ss

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by _____ Dean & Kathy Martini Land Holdings LLC.

Residing At: _____ A Notary Public commissioned in Utah
Commission Number: _____
Commission Expires: _____

Dean Martini

Kathy Martini

ACKNOWLEDGMENT

State of Utah
County of _____ } ss

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by _____ Pat Burns - Smart Fields Development LLC.

Residing At: _____ A Notary Public commissioned in Utah
Commission Number: _____
Commission Expires: _____
Print Name

NARRATIVE

This Survey and Subdivision Plat were requested by Pat Burns for the purpose of subdividing the parcel into Twenty-four (24) Lots

Basis of bearing for this survey is North 0°30'47" East, measured between the West Quarter Corner of Section 21 and the Southwest Corner of Section 21 (Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey)
See Record of Survey for Boundary Retracement Details
Property Corners were set as depicted.

Legend

- Monument to be set
- Found Centerline Monument
- (Rad.) Radial Line
- (N/R) Non-Radial Line
- PUE Public Utility Easement
- PU&DE Public Utility & Drainage Easement
- Fence
- Buildable Area
- Pathway
- Easement
- Buildable area
- Existing Boundary
- Set Hub & Tack
- A will be set Nail in Curb
- Extension of Property
- Set 5/8"x 24" Long Rebar & Cap w/ Lathe

NOTES:

- A 10' wide front yard Public Utility and Drainage Easement as indicated by dashed lines, except as otherwise shown.
- Subdivision Area Information
Total Area 997,924 sq.ft.
Right of Way Area 128,131 sq.ft.
Lot Area 869,693 sq.ft.
- Agriculture is the preferred use in the agriculture zones. Agricultural operations as specified in the Land Use Code for a particular zone are permitted at any time including the operation of farm machinery and no allowed agricultural use shall be subject to restrictions on the basis that it interferes with activities of future residents of this subdivision.
- This subdivision was allowed flexible lot area and width in exchange for superior street connectivity. A subdivision amendment within any part of the overall subdivision boundary shall comply with Section 106-2-4.3 of the Weber County Code.
- Lot 221 will not be connected to Hooper Irrigation Pressurized Water system. Lot 221 will be flood irrigated.
- Snow Storage area Restrictions as shown in the cul-de-sac of this plat restrict any placement of Driveways, Fire Hydrants, Catch Basins, or Mail Boxes within the 40' Snow Storage area.

ENGINEER:
Great Basin Engineering North
c/o Andy Hubbard, PLS.
Andy@greatbasineng.com
5746 South 1475 East, Suite 200
Ogden, Utah 84405
(801) 394-4515

DEVELOPER:
Lynn Construction, LLC
1407 North Mountain Road
Ogden, Utah
(801) 710-2234

Sheet 1 of 1

WEBER COUNTY RECORDER

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

WEBER COUNTY RECORDER

BY: _____ DEPUTY

* See All Sheets*

NOTES

- All construction shall conform to Weber County standards and specifications.
- Underground utility piping materials will meet or exceed Weber County Standards.
- Culinary water services will be 1" CTS SDR9 HDPE to be centered on the frontage and extended 10' beyond the right of way line.
- 4" Sanitary sewer laterals to be constructed 10' down slope from the center of the lot and extended 10' beyond the right of way line.
- All utility trenches within the Street right of way shall have a County approved imported granular backfill.
- Thrust block all water line fittings.
- All inlet grates shall be bicycle safe.
- All fire hydrants and access roads shall be installed prior to any construction of any buildings.
- All fire hydrants shall be placed with 4 1/2 inch connections facing the point of access for the Fire Department Apparatus.
- Prior to the beginning of construction of any buildings, a fire flow test of new hydrants shall be conducted to verify the actual fire flow for this project. The Fire Prevention Division shall witness this test and shall be notified a minimum of 48 hours prior to the test.
- Curb & gutter will be set to ensure a 1.5% minimum/3.0% Maximum cross slope from edge of existing asphalt along 4300 West Street. Contractor to verify prior to construction of curb.
- An excavation permit is required for all work done within the existing Right of Way.
- A Storm Water Construction Activity Permit is required for any construction that disturbs more than 5000 Sq. Ft. or 200 Cubic Yards.
- All improvements need to be either installed or escrowed prior to recording of the subdivision.
- If construction activity will disturb more than an acre then a State SWPPP will be required. This includes the construction of the homes etc. on each lot.
- Roadways and signage shall comply with appendix D of the 2015 International Fire Code as adopted by Weber Fire District.
- Construct ADA Ramps with Truncated Domes with detectable warning systems cast in place, gray in color per APWA Plan 235.1.
- All culinary water facilities shall meet the requirements of the Taylor-West Weber Water Improvement District. Standard Details and Construction Specifications are available upon request to Taylorwestweberwater@msn.com or 801-731-1658. The District shall be notified at least 24 hours prior to and preconstruction meeting or construction activity.
- All Secondary Water facilities and infrastructure to meet Hooper Irrigation District Standards and Specifications

GENERAL UTILITY NOTES:

- Coordinate all utility connections to building with plumbing plans and building contractor.
- 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.
- 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.
- Refer to the site electrical plan for details and locations of electrical lines, transformers and light poles.
- Gas lines, telephone lines, and cable TV lines are not a part of these plans unless otherwise noted. Any reference to Gas, telephone, and Cable TV lines are done as a courtesy, location and depth must be verified before digging.
- Water meters are to be installed per water district standards and specifications. It will be the contractor's responsibility to install all items required.
- 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.
- 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.
- 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" to 2" diameter pipe - AWWA C901 HDPE CTS SDR9
- Over 2" diameter pipe - AWWA C-900 DR18 pipe

WATER MAIN LINES AND FIRE LINES

- Pipe material as shown on utility plan view or to meet County standards.

SANITARY SEWER LINES

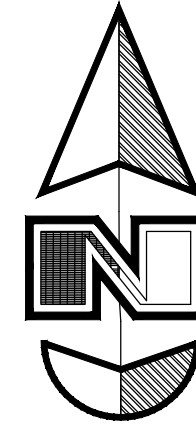
- All sewer piping to be Polyvinyl Chloride (PVC) sewer pipe, ASTM D 3034, Type PSM, SDR 35

STORM DRAIN LINES

- 10" pipes or smaller - Polyvinyl Chloride (PVC) sewer pipe, ASTM D3034, Type PSM, SDR 35
- 12" to 21" pipes - Reinforced Concrete Pipe, ASTM C14, Class III up to 13' of cover. For greater than 13' feet of cover, use reinforced concrete pipe and classes listed below.
- 24" pipes 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.

SECONDARY WATER MAIN LINES

- C-900 DR-18 Pipe, Purple in Color



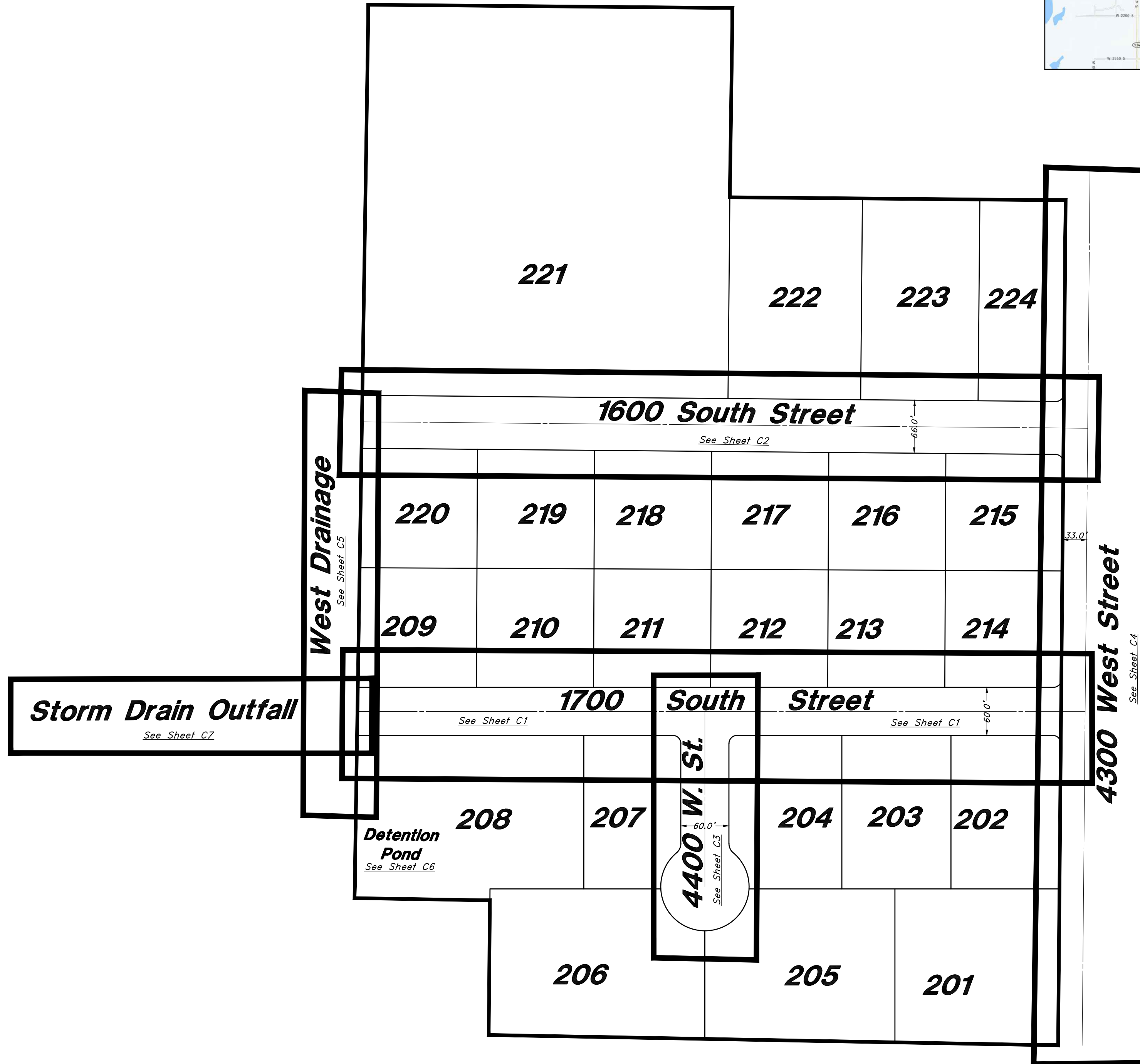
- NOT TO SCALE -

Smart Fields Phase 2

A part of the Southwest Quarter of Section 21, T6N , R2W, SLB&M, U.S. Survey
Weber County, Utah
September 2022



VICINITY MAP
Not to Scale



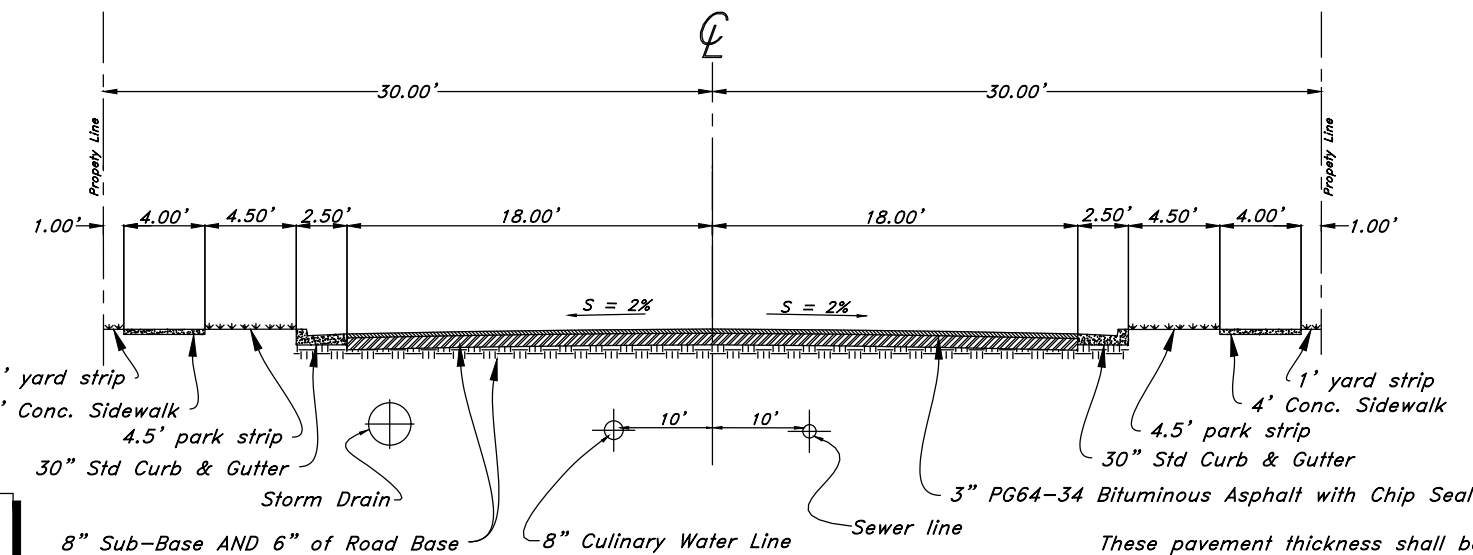
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(Note: All Items may not appear on drawing)

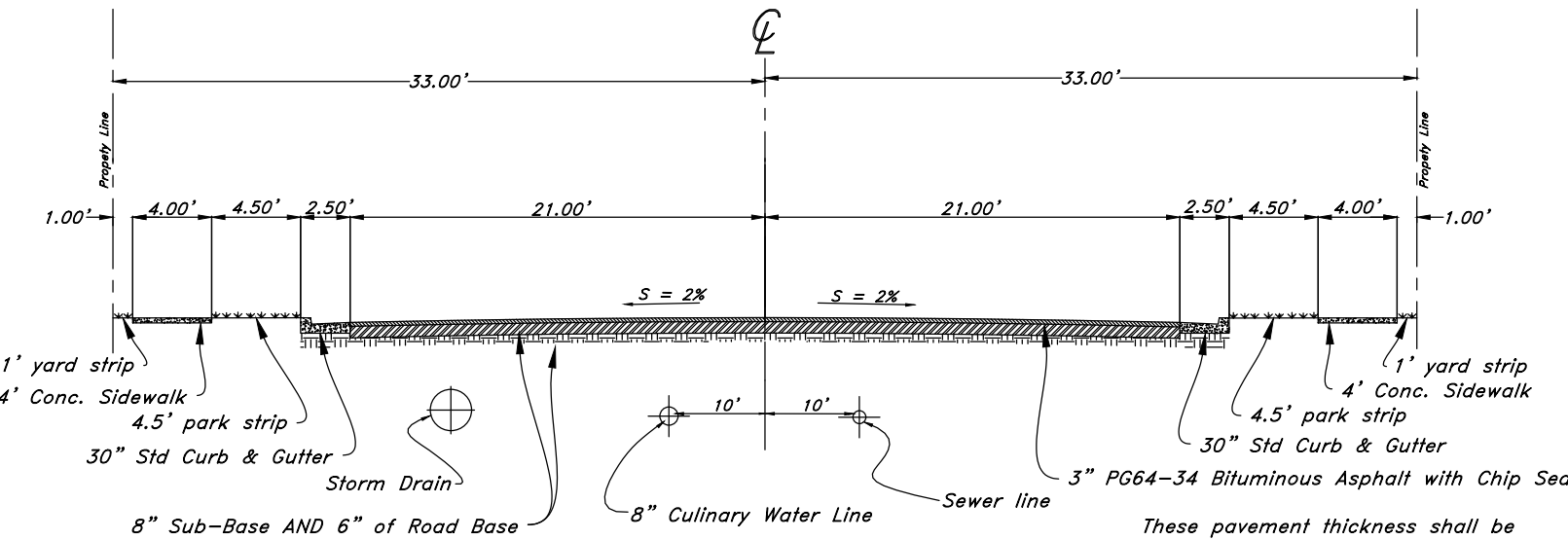
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- Water Manhole
- Storm Drain Manhole
- Cleanout
- Electrical Manhole
- Catch Basins
- Exist. Fire Hydrant
- Exist. Water Valve
- Water Valve
- Sanitary Sewer
- Culinary Water
- Gas Line
- Irrigation Line
- Storm Drain
- Telephone Line
- Secondary Waterline
- Power Line
- Fire Line
- Land Drain
- Power pole
- Power pole w/guy
- Light Pole
- Fence
- Flowline of ditch
- Overhead Power line
- Corrugated Metal Pipe
- Concrete Pipe
- Reinforced Concrete Pipe
- 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 Concrete
- Natural Ground
- Finish Grade
- Match Existing
- Fire Department Connection
- Finish Contour
- Exist. Contour
- Finish Grade
- Exist. Grade
- Ridge Line
- Direction of Flow
- Existing Asphalt
- New Asphalt
- Existing Concrete
- New Concrete

TABLE OF CONTENTS

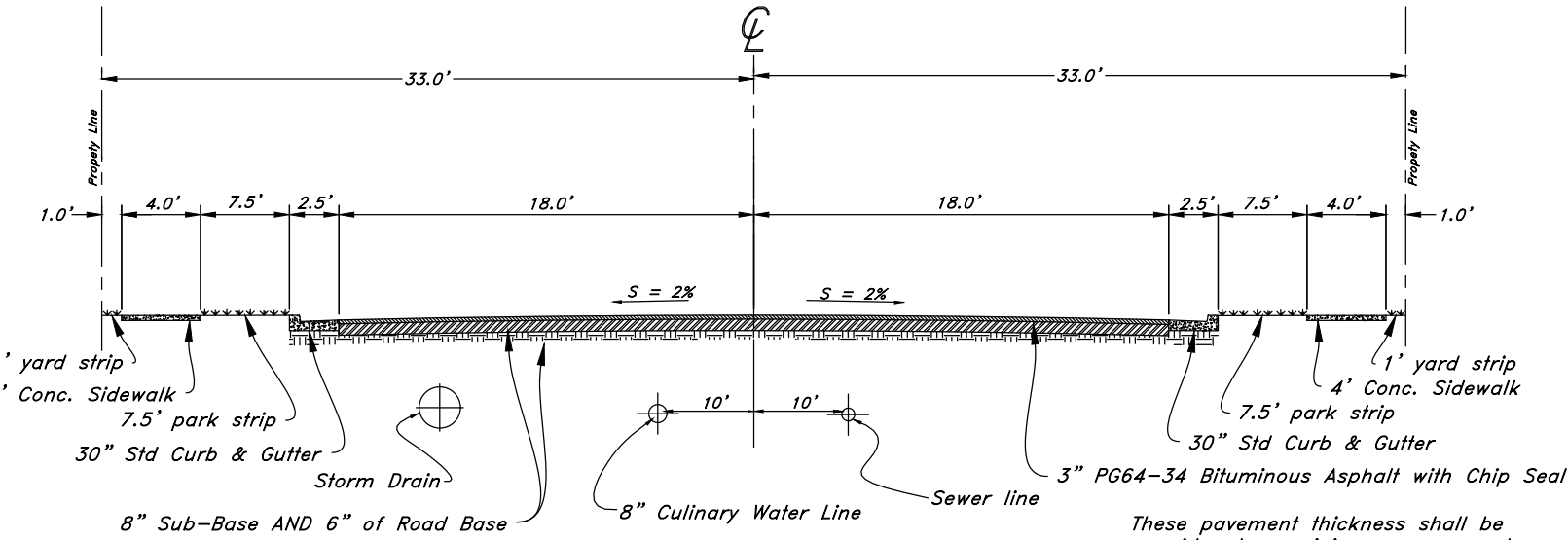
- C0. Cover Sheet
- C1. 1700 South Street
- C2. 1600 South Street
- C3. 4400 West Street
- C4. 4300 West Street
- C5. West Drain Outfall
- C6. Pond Exhibit
- C7. Storm Drain Outfall
- C8. Pressurized Utilities
- C9. Details
- C10. Details



Standard 60' Roadway Section
1700 S. & 4400 W.



66' Wide Roadway Section
4300 W.



66' Wide Roadway Section
1600 S.

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 proposed 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.

These pavement thickness shall be considered as minimums as may be increased by the County Engineer when the subgrade C.B.R. is less than 10 or when a greater depth is necessary to provide sufficient sustainability. Developer may submit and alternative pavement design based on a soils analysis for approval by the County Engineer. Compaction test on both sub-base and base courses will be required.

Call before you Dig
Avoid cutting underground utility lines. It's costly.



1-800-662-6111

NOT FOR CONSTRUCTION

GREAT BASIN ENGINEERING

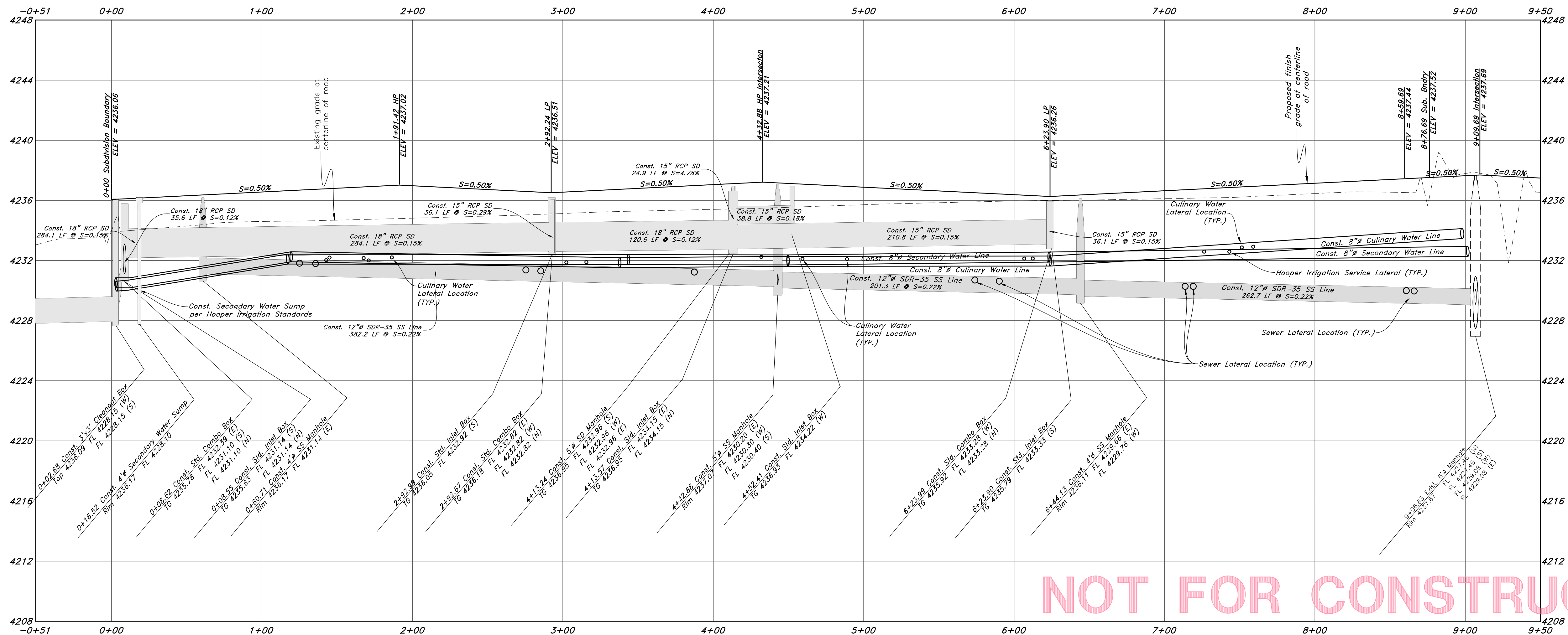
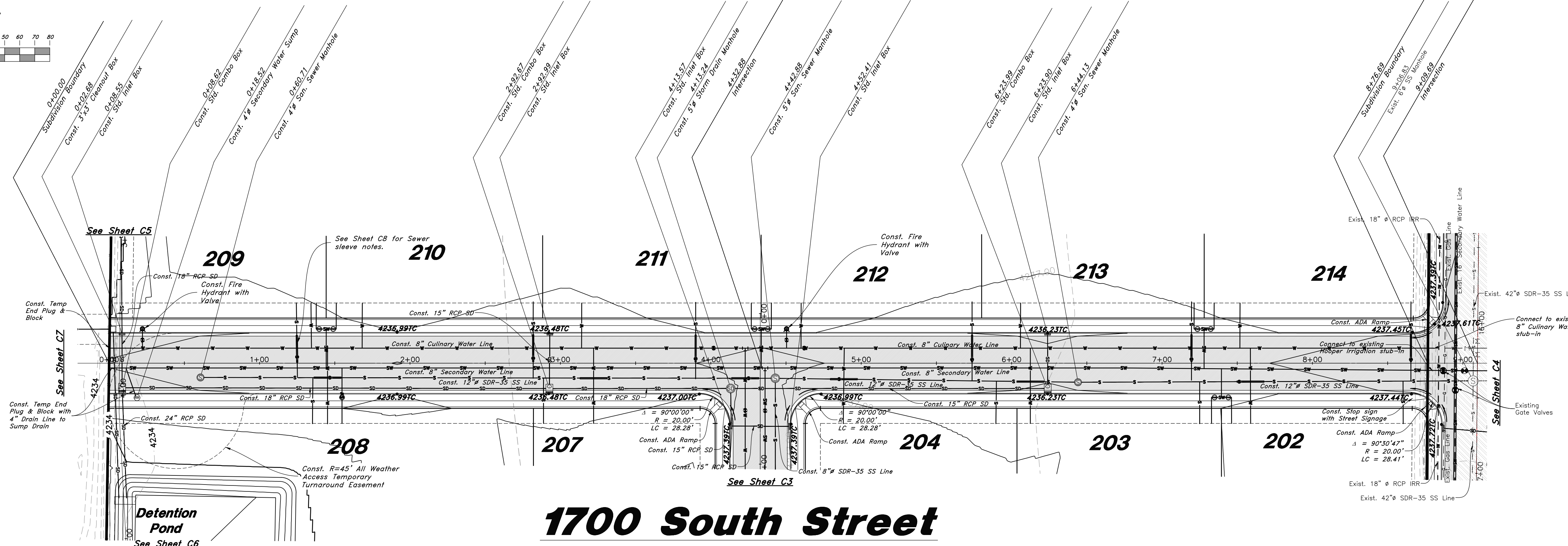
Cover Sheet
Smart Fields Phase 2
Approx. 1800 South 4300 West Street
Weber County, Utah
A part of Section 21, T6N, R2W, SLB&M, U.S. Survey

September 2022

SHEET NO.

C0

21N700



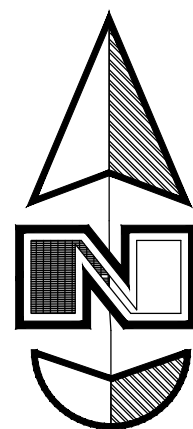
NOT FOR CONSTRUCTION

San. Sewer Manhole	
Water Manhole	
Storm Drain Manhole	
Electrical Manhole	
Catch Basins	
Exist. Fire Hydrant	
Fire Hydrant	
Water Valve	
Water Valve	
Sanitary Sewer	W
Culinary Water	W
Gas Line	GW
Irrigation Line	SD
Storm Drain	SD
Telephone Line	SW
Secondary Waterline	P
Power Line	LD
Fire Line	LD
Power pole	●
Power pole w/guy	●→
Light Pole	●→
Fence	— x — x —
Flowline of ditch	— OHP —
Overhead Power line	— CMP —
Corrugated Metal Pipe	— PVC —
Concrete Pipe	— RCP —
Reinforced Concrete Pipe	— OI —
Ductile Iron	— PVC —
Polyvinyl Chloride	— TA —
Top of Asphalt	EA
Edge of Asphalt	CL
Centerline	FL
Flowline	FF
Finish Floor	FF
Top of Curb	TC
Top of Walk	FW
Top of Walk	TW
Natural Ground	NG
Finish Contour	— 90 —
Exist. Contour	— 90 —
Finish Grade	95.33-7A
Exist. Grade	95.72-7A
Direction of Flow	R
Existing Asphalt	
New Asphalt	
Heavy Duty Asphalt	
Concrete	
Curb & Gutter	

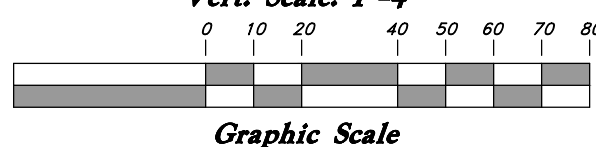
Plan & Profile - 1700 South

Smart Fields Phase 2
Approx. 1800 South 4300 West Street
Weber County, Utah

21N700



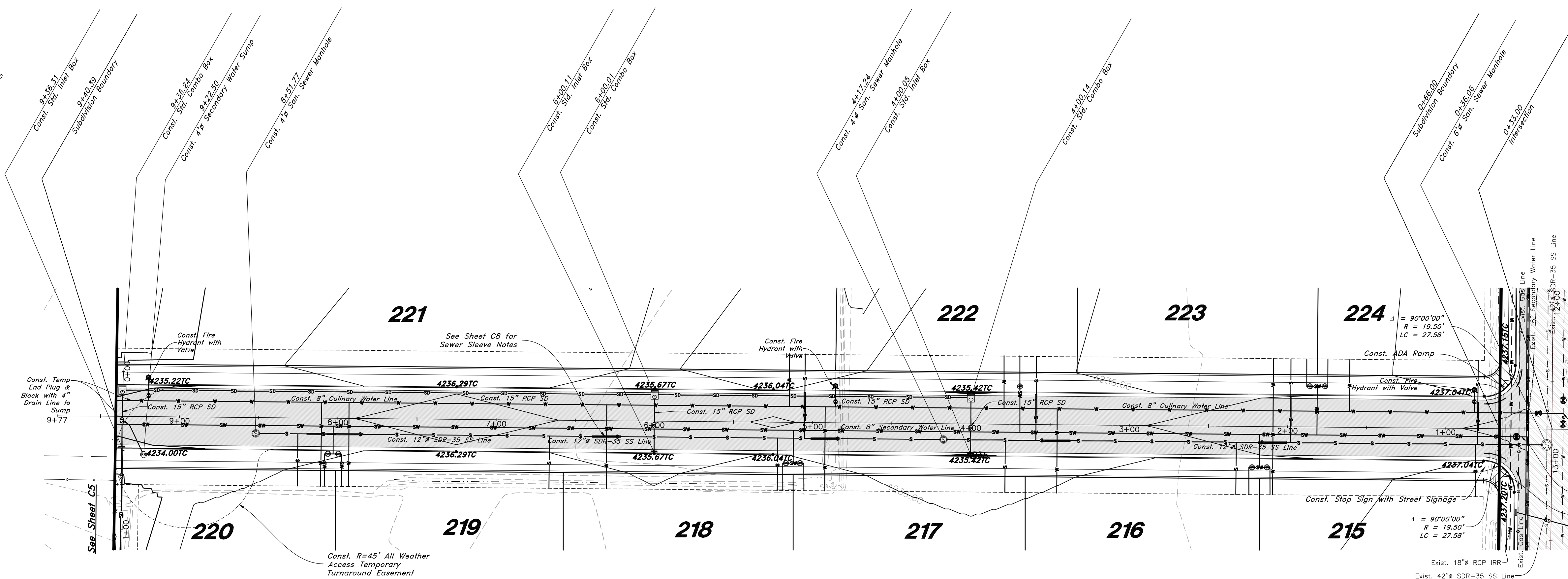
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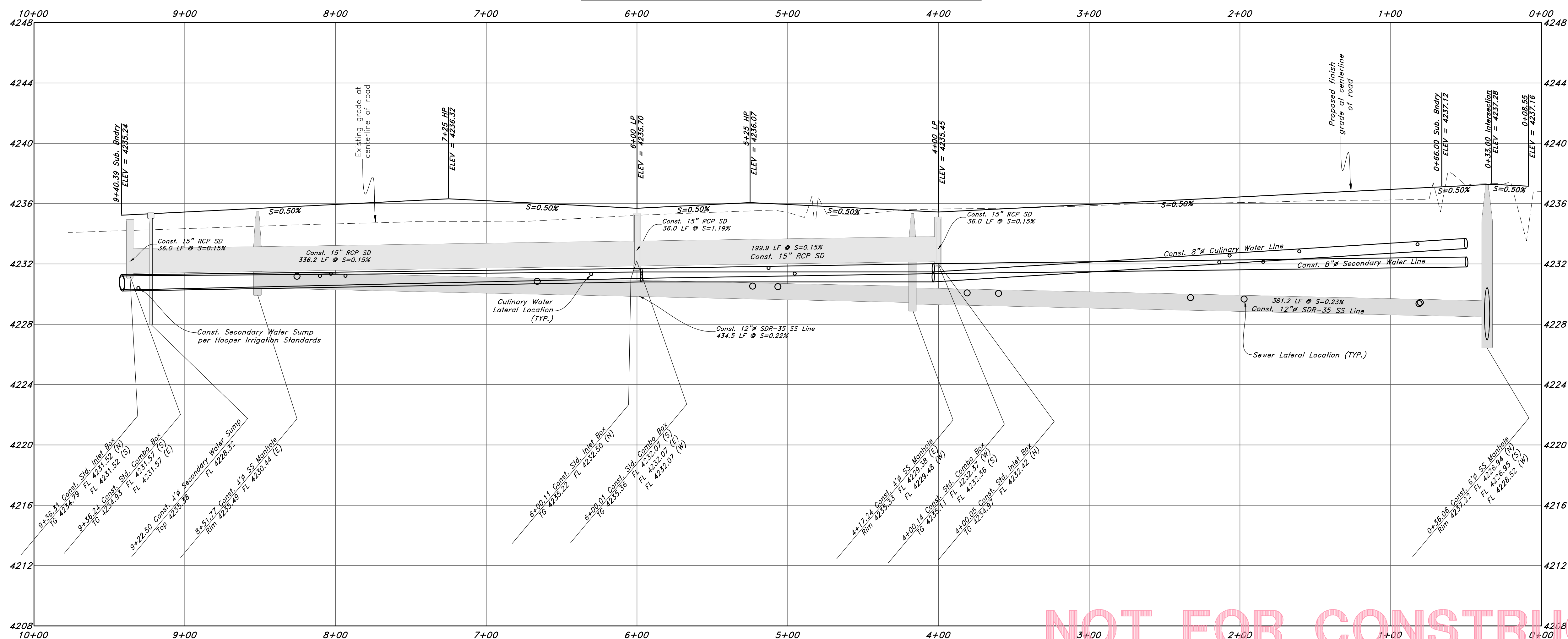
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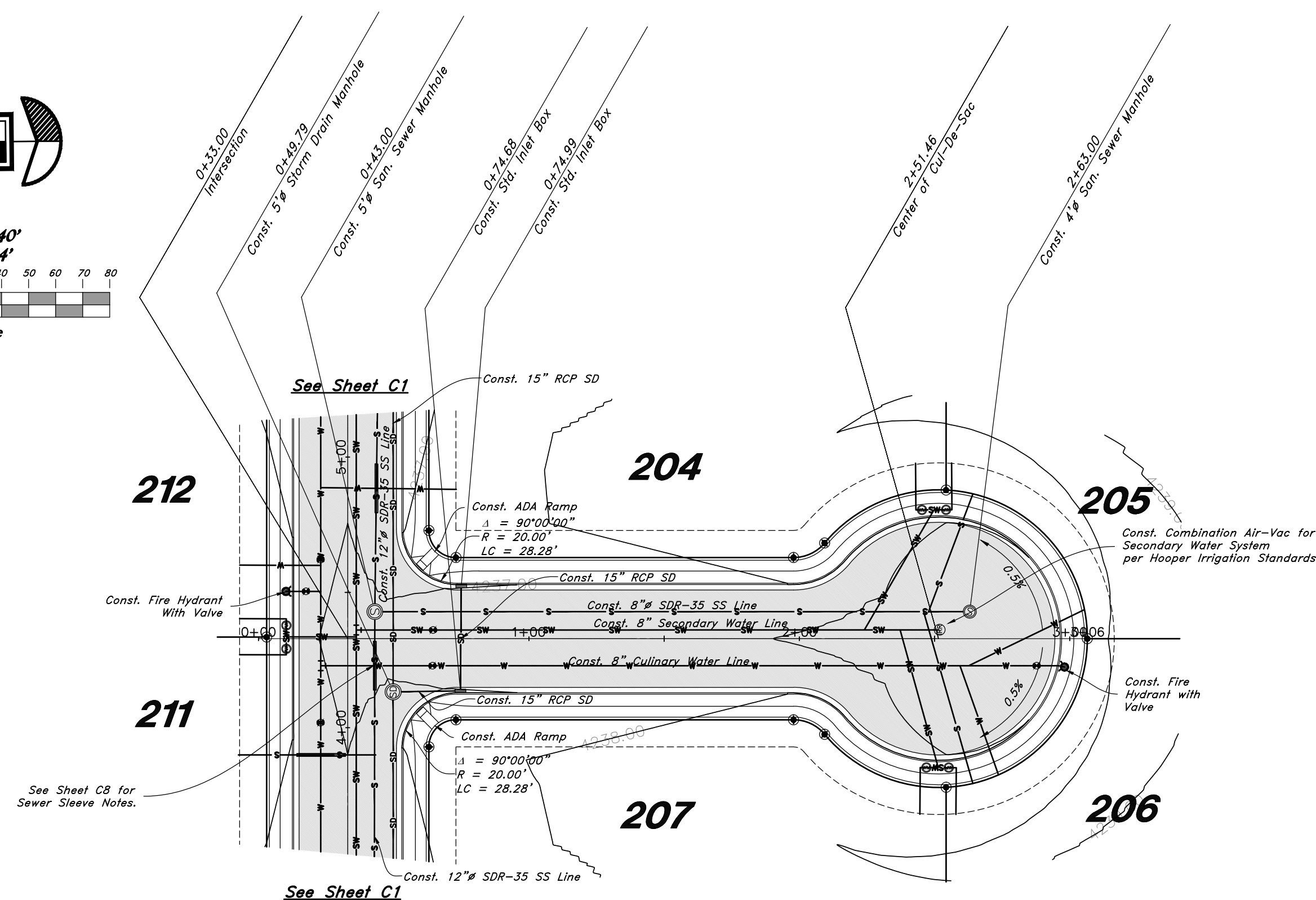
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- Exist. Water Valve
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- Edge of Asphalt
- Centerline
- Flowline
- Finish Floor
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- Top of Wall
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- Top of Concrete
- Natural Ground
- Finish Contour
- Exist. Contour
- Finish Grade
- Exist. Grade
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- Existing Asphalt
- New Asphalt
- Heavy Duty Asphalt
- Concrete
- Curb & Gutter



1600 South Street



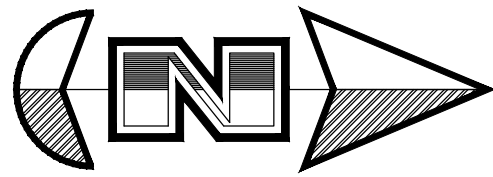
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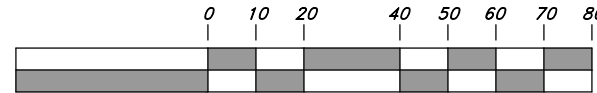
Electrical Manhole
 Catch Basins
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 Fire Hydrant
 Exist. Water Valve
 Water Valve
 Sanitary Sewer
 Existing Water
 Gas Line
 Irrigation Line
 Storm Drain
 Telephone Line
 Fire Hydrant Waterline
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 Fire Line
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 Light Pole
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 Overhead Power Line
 Concrete Metal Pipe
 Concrete Pipe
 Reinforced Concrete
 Ductile Iron
 Polyvinyl Chloride
 Top of Metal Pipe
 Edge of Asphalt
 Centerline
 Top of Road
 Finish Floor
 Top of Curb
 Top of Road
 Top of Walk
 Top of Concrete
 Natural Ground
 Finish Contour
 Ridge
 Finish Grade
 Exist. Grade
 Ridge
 Direction of Flow
 Existing Asphalt
 New Asphalt
 Heavy Duty Asphalt
 Concrete
 Curb & Gutter

**Plan & Profile 4400 West
Smart Fields Phase 2**
Approx. 1800 South 4300 West Street
Weber County, Utah
part of Section 21, T6N, R2W, S1B&M, U.S. Survey

21N700



Horz. Scale: 1"=40'
Vert. Scale: 1"=4'

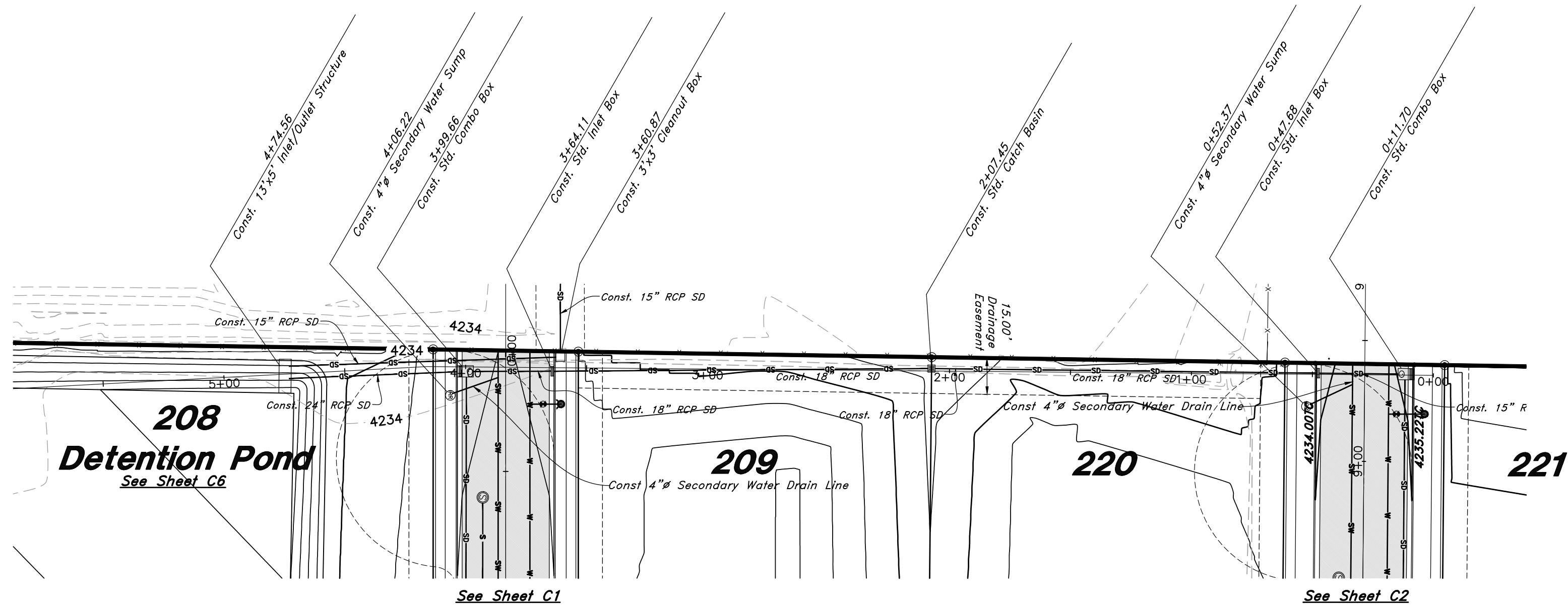


Graphic Scale

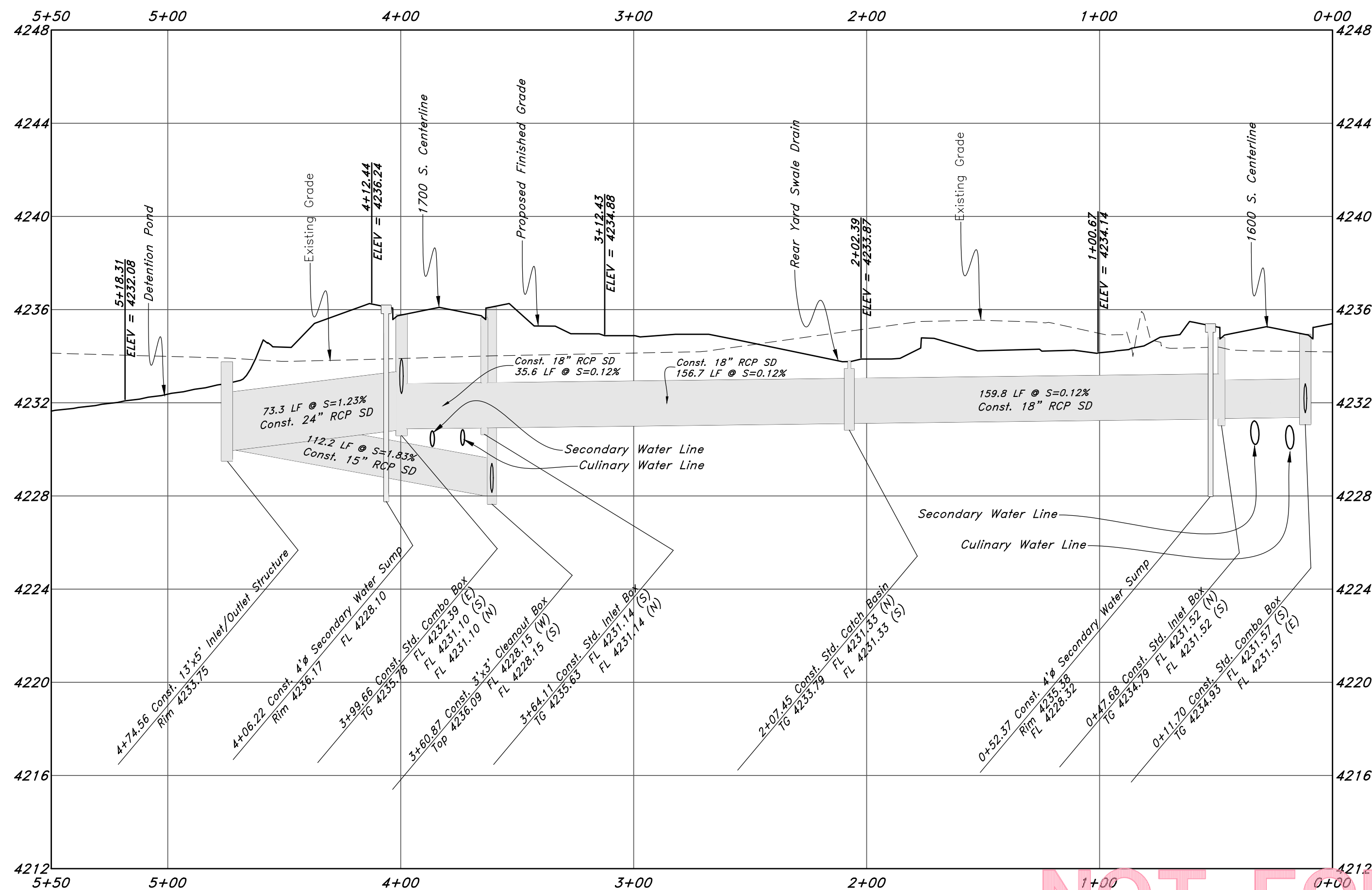
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(Note: All items may not appear on drawing)

- San. Sewer Manhole
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- Finish Grade
- Exist. Grade
- Ridge Line
- Direction of Flow
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- New Asphalt
- Heavy Duty Asphalt
- Concrete
- Curb & Gutter



Western Drainage



NOT FOR CONSTRUCTION



Plan & Profile Western Drainage

Smart Fields Phase 2

Approx. 1800 South 4300 West Street
Weber County, Utah

A part of Section 21, T6N, R2W, SLB&M, U.S. Survey

September 2022

SHEET NO.

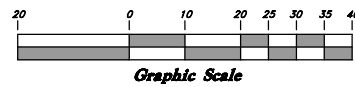
C5

21N700

Pond Exhibit for
Smart Fields Phase 2



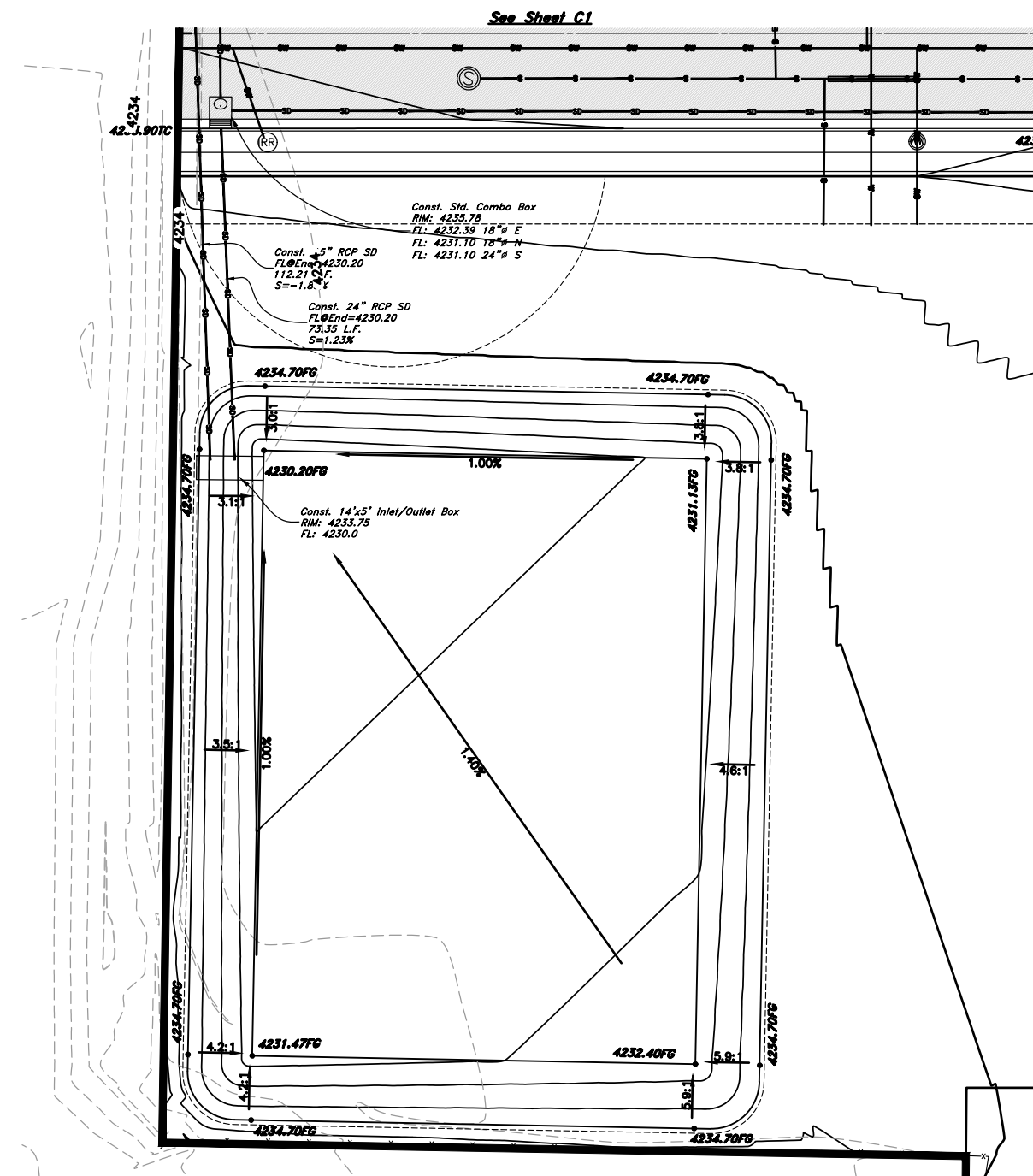
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Legend

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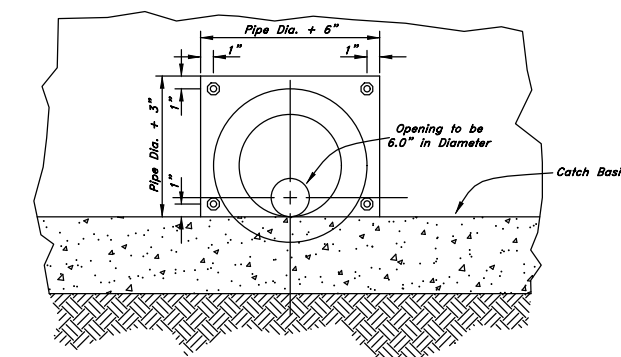
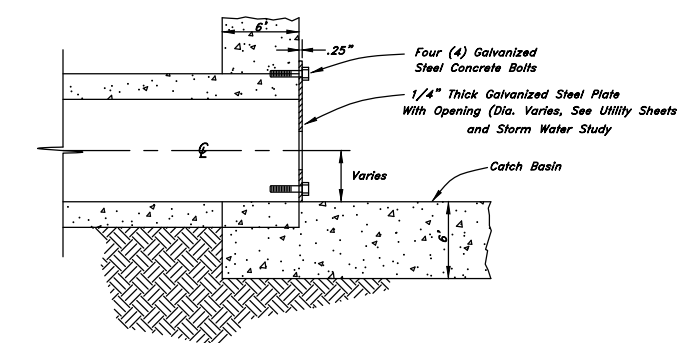
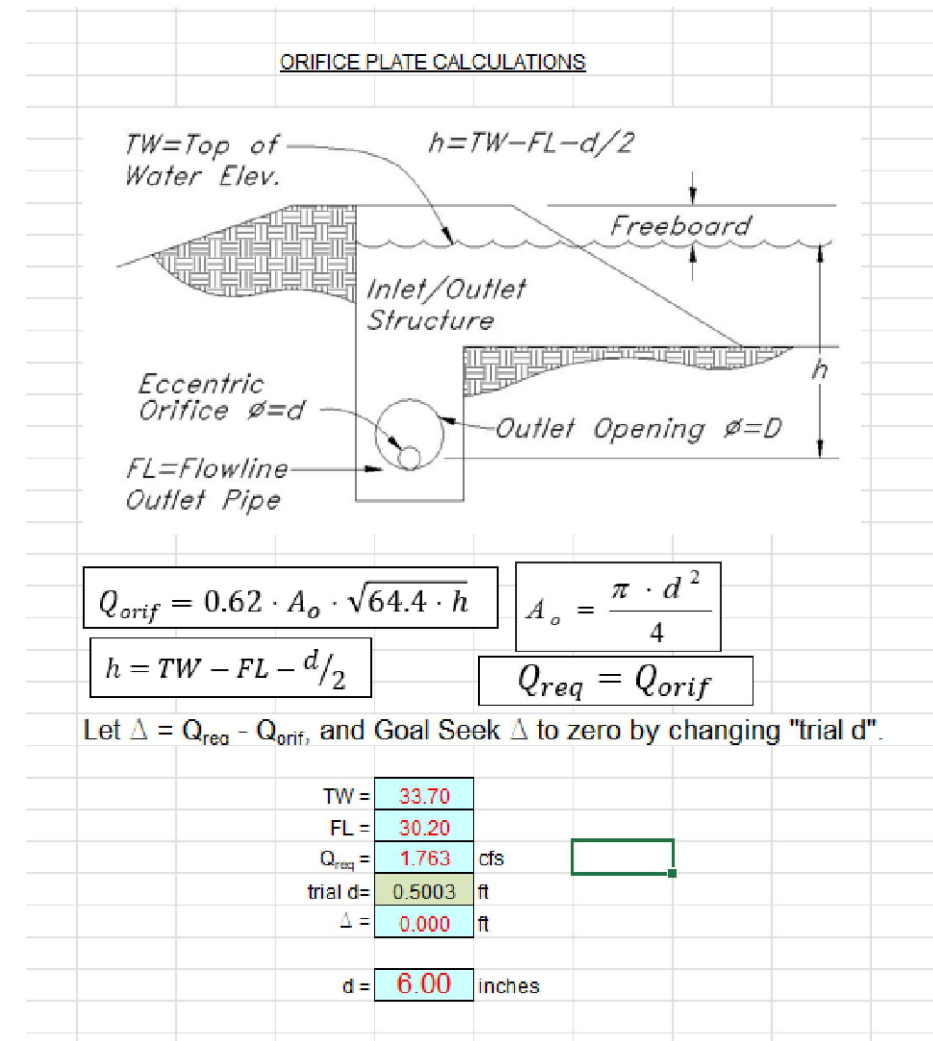
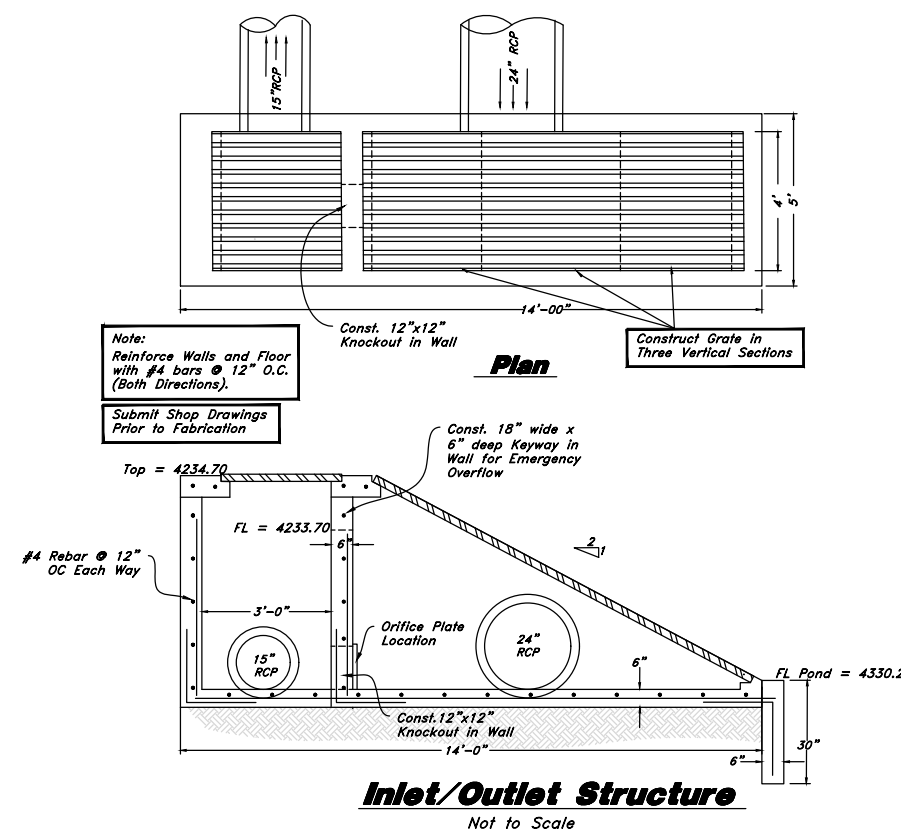
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- Top of Walk
- Top of Concrete
- Natural Ground
- Finish Contour
- Exist. Contour
- Finish Grade
- Exist. Grade
- Ridge Line
- Direction of Flow
- Existing Asphalt
- New Asphalt
- Heavy Duty Asphalt
- Concrete
- Open Face
- Curb & Gutter



Detention Pond

POND NOTES:

- Pond designed to accommodate the 100yr-24hr storm.
- Retention pond volume required: 32,351 cf
- Retention pond volume provided: 33,669 cf
- Excess volume: 1318cf
- Top of soil rim: 4234.70
- Top of water: 4233.70
- Freeboard: 12"
- Bottom of pond 4230.20
- Maximum pond depth: 3.50'
- Pond side slopes not to exceed 3:1
- Pond will be landscaped.
- Pond will emergency overflow west to the adjacent slough.
- Emergency over flow device located within inlet/outlet structure.



Orifice Plate Detail

ENGINEER:
Great Basin Engineering North
c/o Andy Hubbard, PLS.
AndyH@greatbasineng.com
5746 South 1475 East Suite 200
Ogden, Utah 84405
(801) 394-4515

DEVELOPER:
Lync Construction, LLC
1407 North Mountain Road
Ogden Utah
(801)-710-2234

NOT FOR CONSTRUCTION

GREAT BASIN ENGINEERING

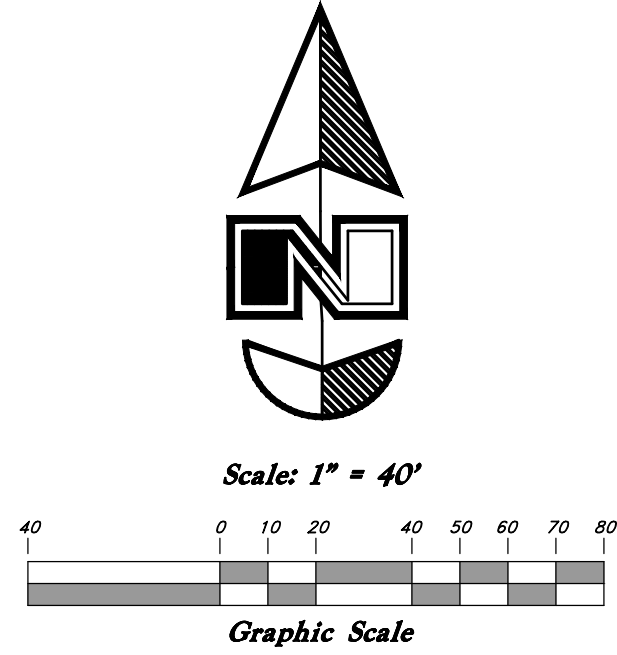
Pond Exhibit
Smart Fields Phase 2
Approx. 1800 South 4300 West
Weber County, Utah
A part of Section 21, 16N, 12W, SL&M, U.S. Survey

September 2022

SHEET NO.

C6

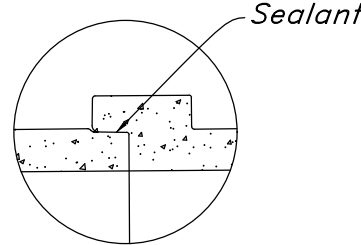
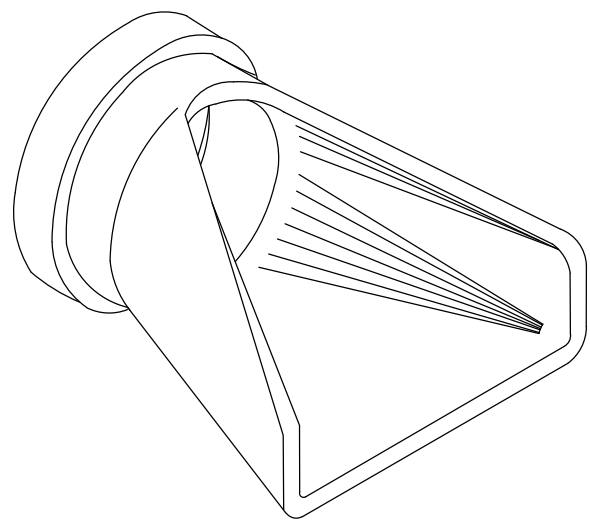
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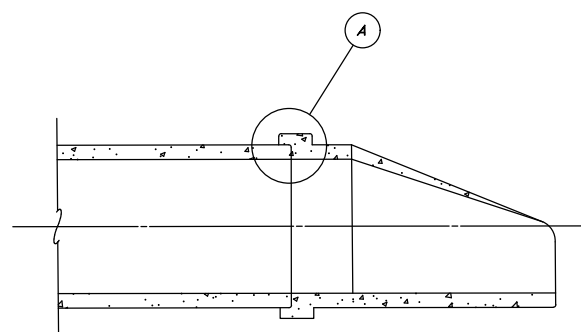
Legend

(Note: All items may not appear on drawing)

- San. Sewer Manhole
- Water Manhole
- Storm Drain Manhole
- Electrical Manhole
- Catch Basins
- Exist. Fire Hydrant
- Fire Hydrant
- Exist. Water Valve
- Water Valve
- Sanitary Sewer
- Sanitary Water
- Gas Line
- Irrigation Line
- Storm Drain
- Telephone Line
- Secondary Waterline
- Power Line
- Fire Line
- Land Drain
- Power pole w/guy
- Light Pole
- Fence
- Flowline of ditch
- Overhead Power line
- Corrugated Metal Pipe
- Concrete Pipe
- Reinforced Concrete Pipe
- 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 Concrete
- Natural Ground
- Finish Contour
- Exist. Contour
- Finish Grade
- Exist. Grade
- Ridge Line
- Direction of Flow
- Existing Asphalt
- New Asphalt
- Heavy Duty Asphalt
- Concrete
- Open Face
- Curb & Gutter



Sealant Detail Check
CP110 and CP120 For
Specific Joint Details



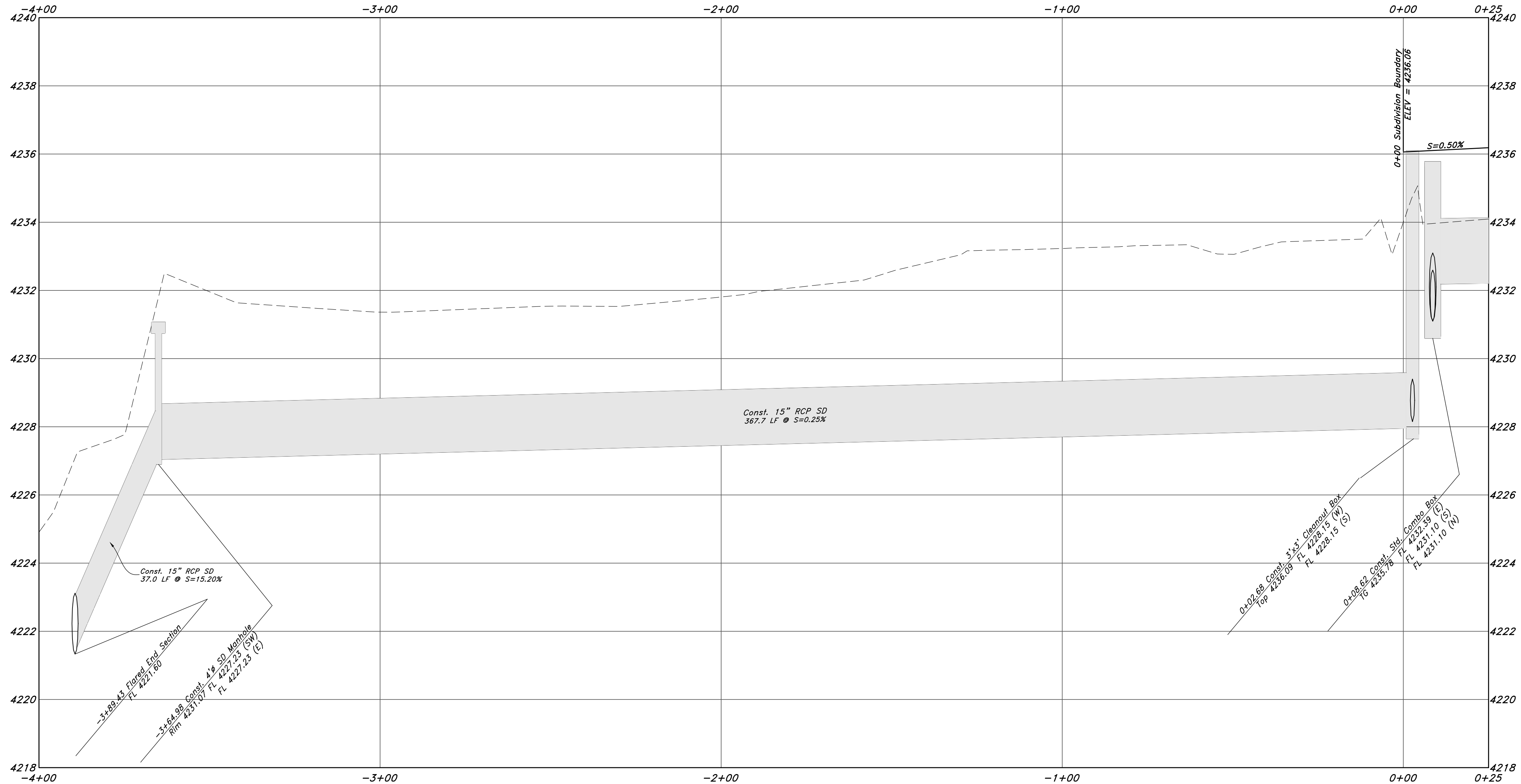
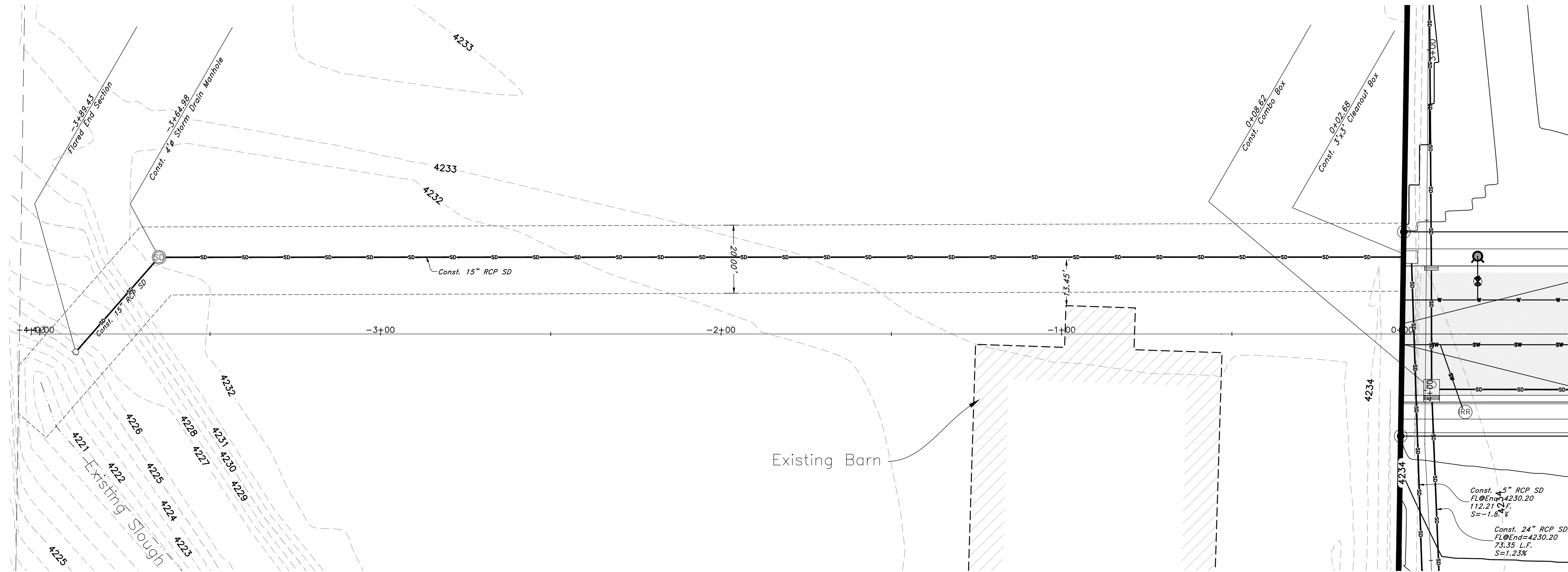
Flared End Section

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Not to Scale

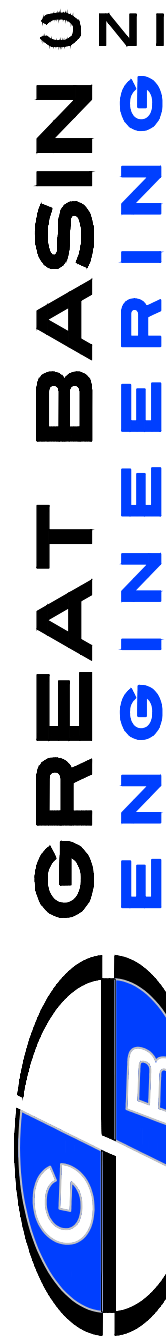
ENGINEER:
Great Basin Engineering North
c/o Andy Hubbard, PLS.
AndyH@greatbasineng.com
5746 South 1475 East Suite 200
Ogden, Utah 84405
(801) 394-4515

DEVELOPER:
Lync Construction, LLC
1407 North Mountain Road
Ogden Utah
(801)-710-2234



NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION



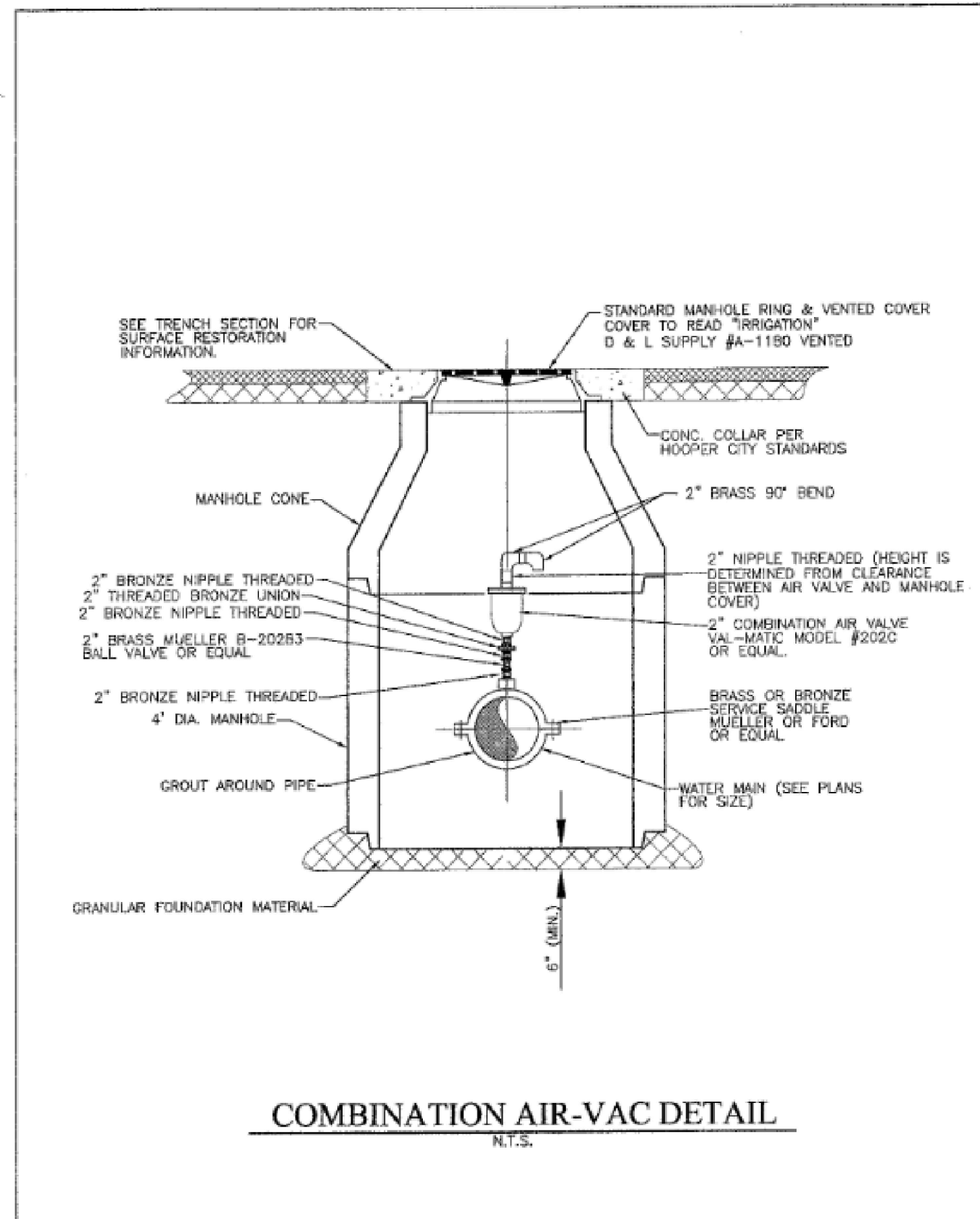
Storm drain outfall
Smart Fields Phase 2
Approx. 1800 South 4300 West
Weber County, Utah
A part of Section 21, T6N, R2W, S16&M, U.S. Survey

September 2022

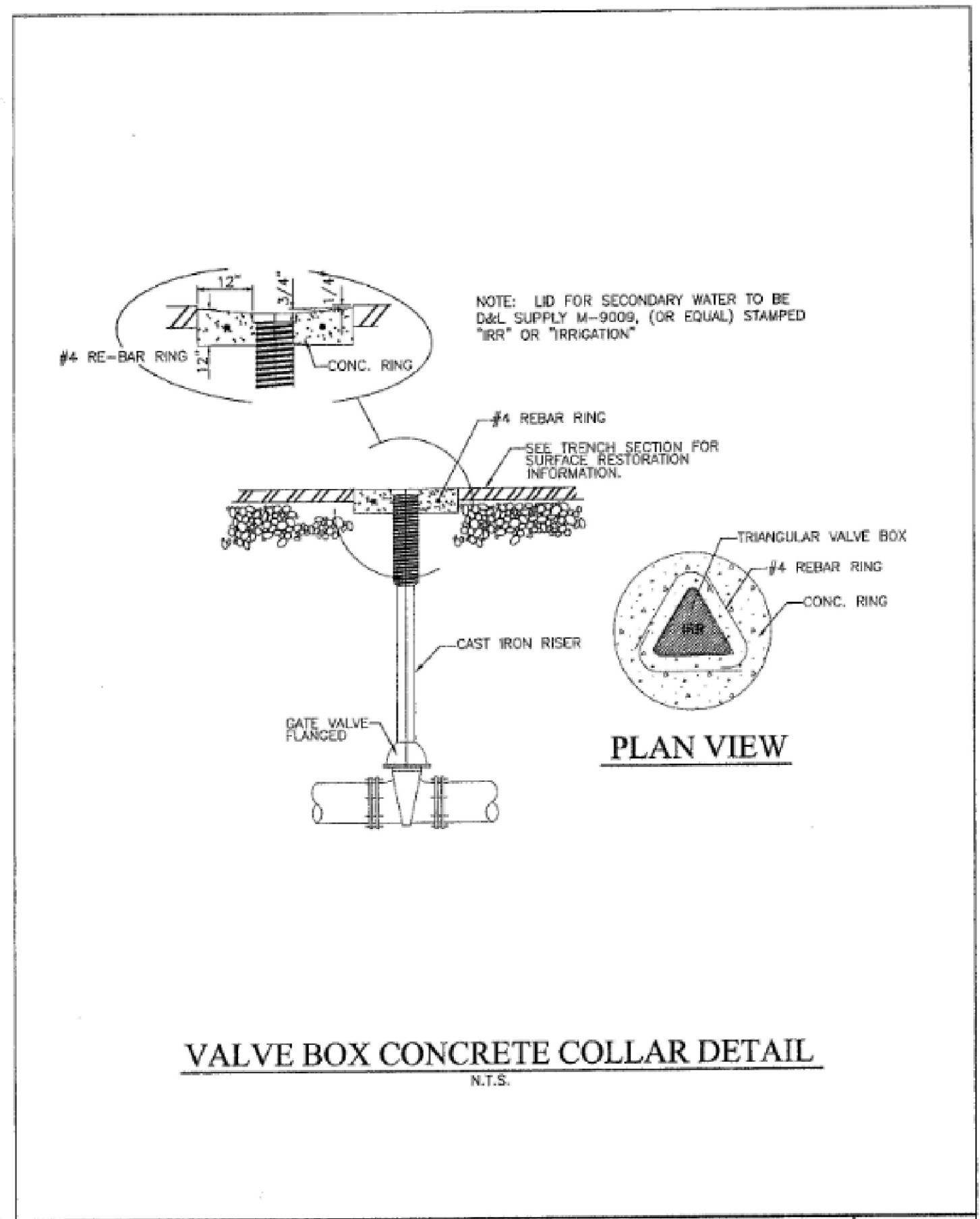
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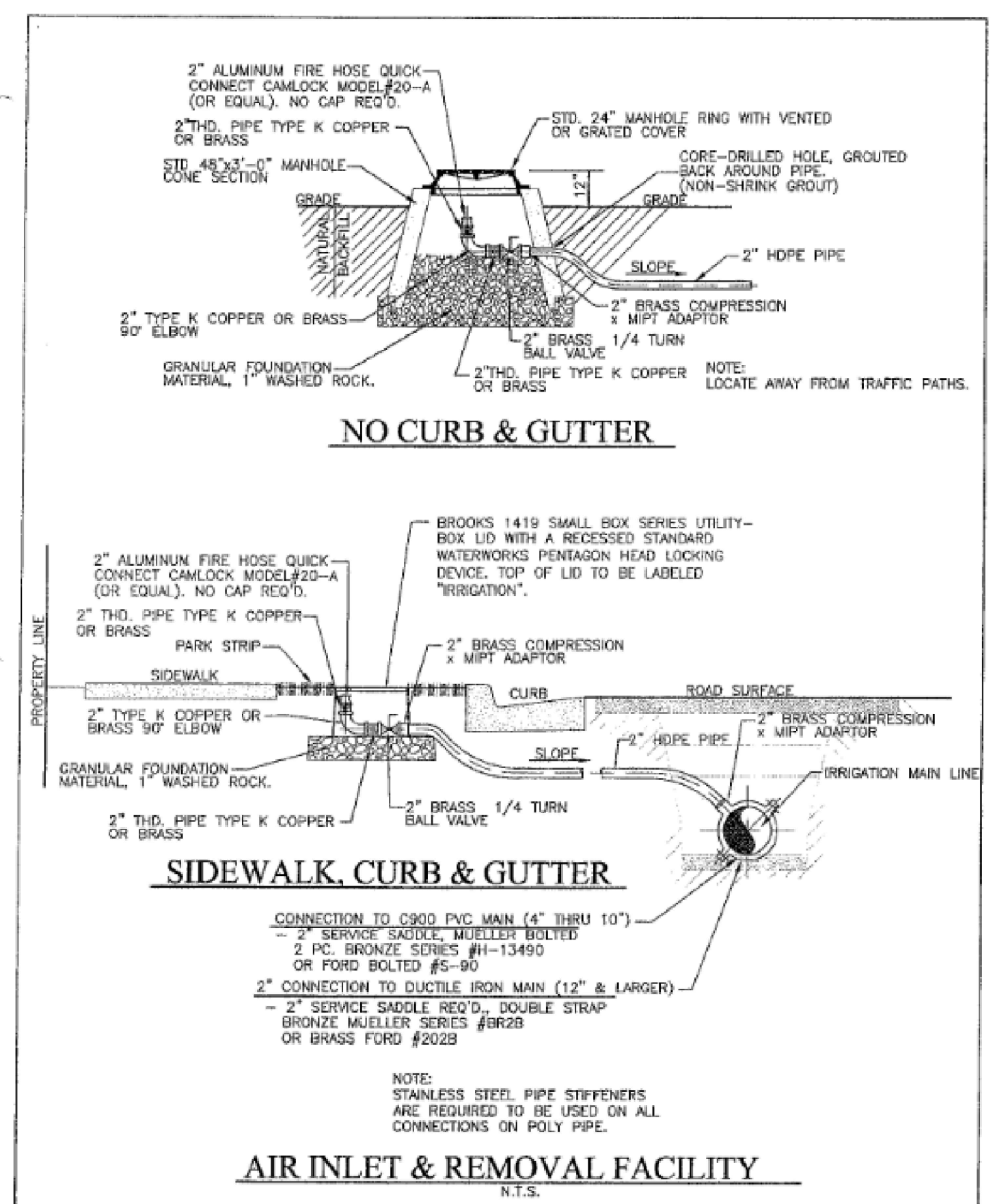
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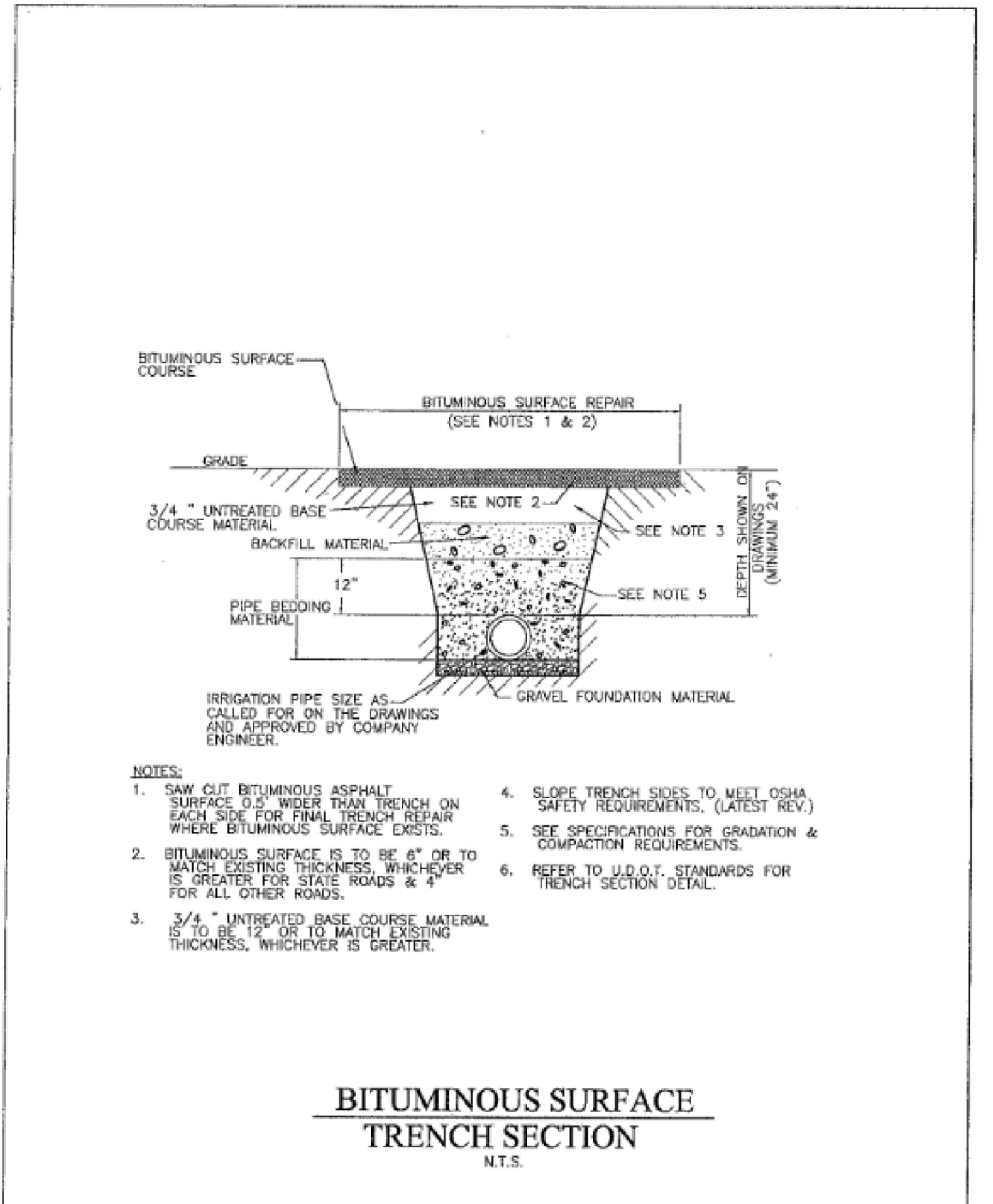
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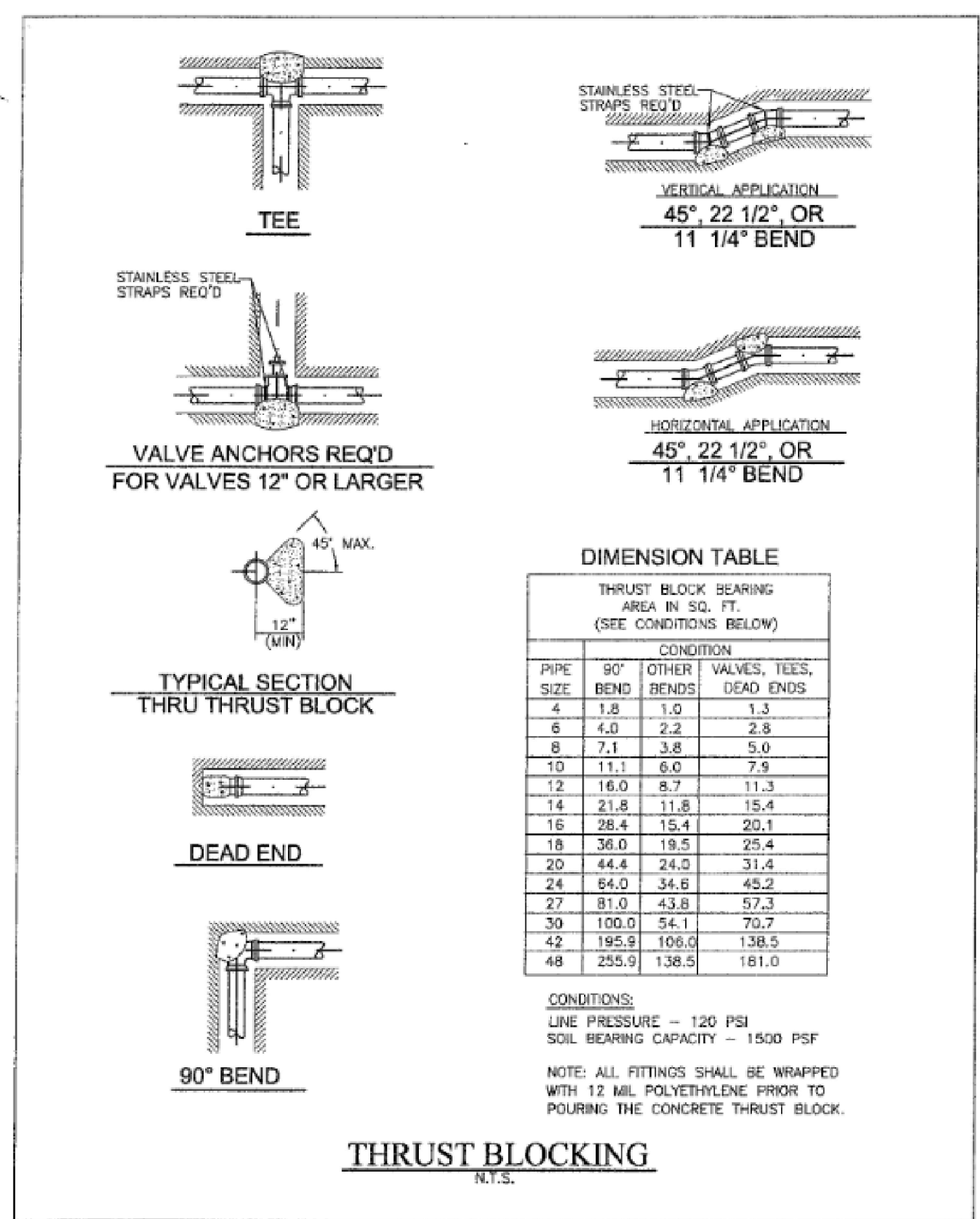


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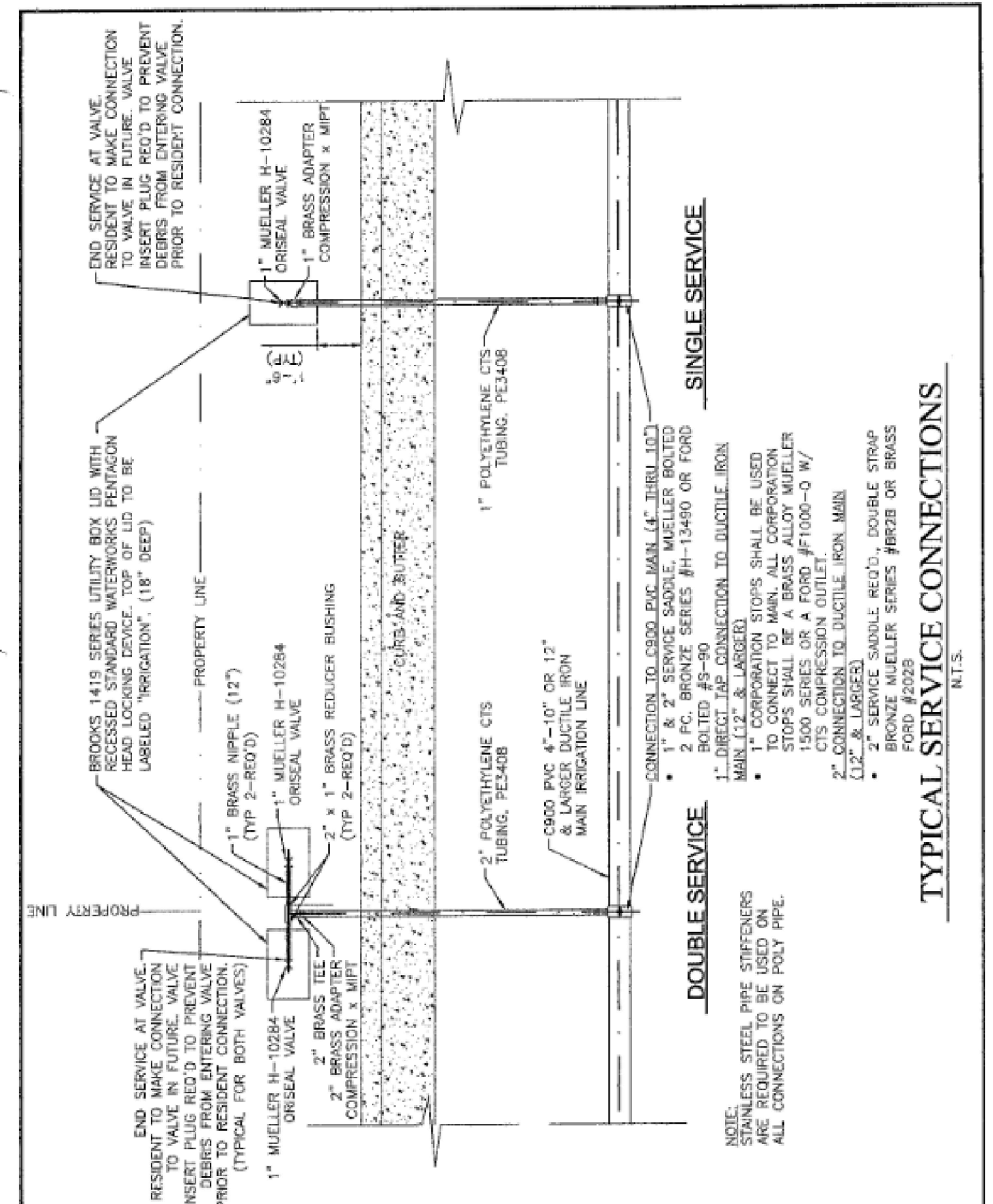


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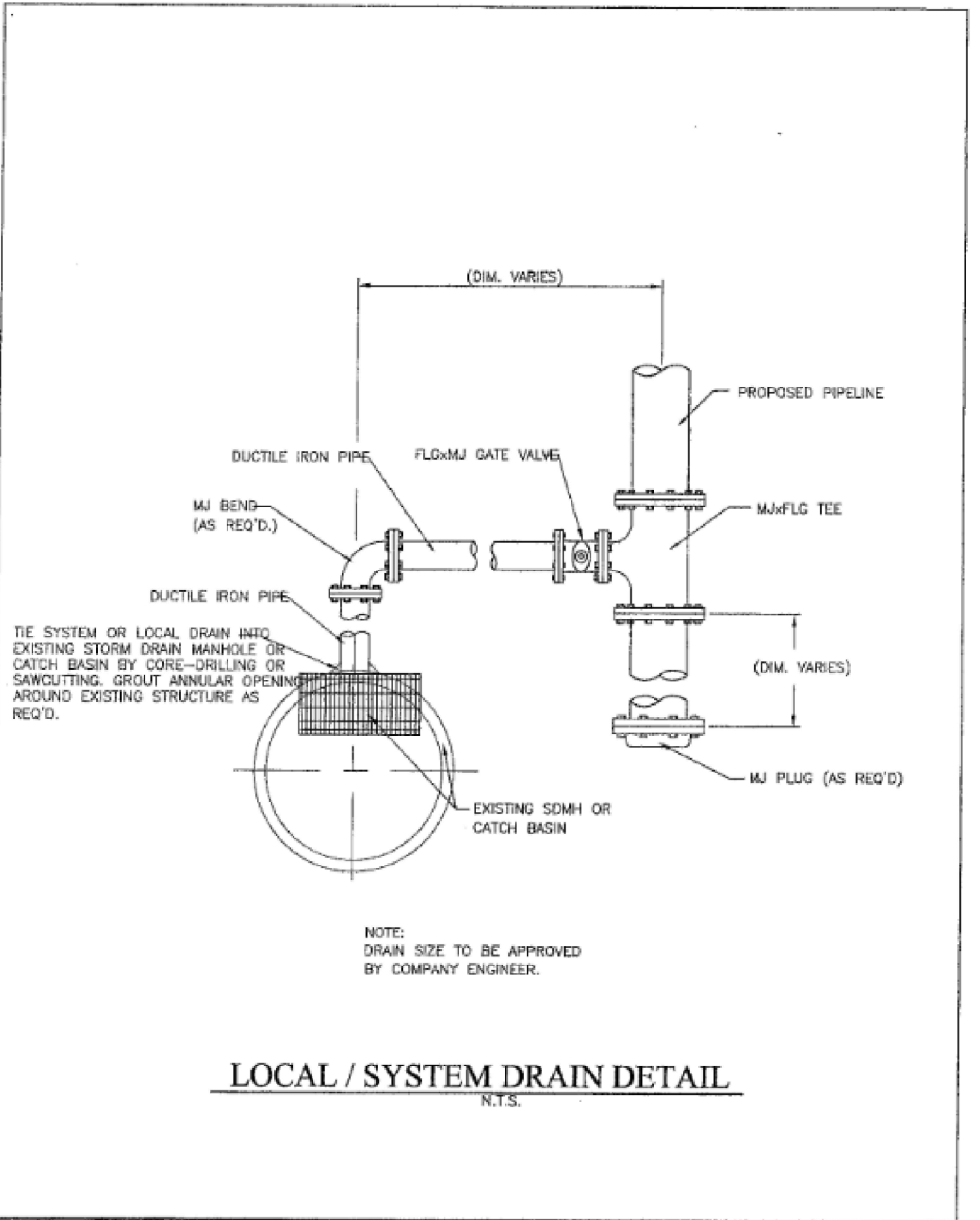


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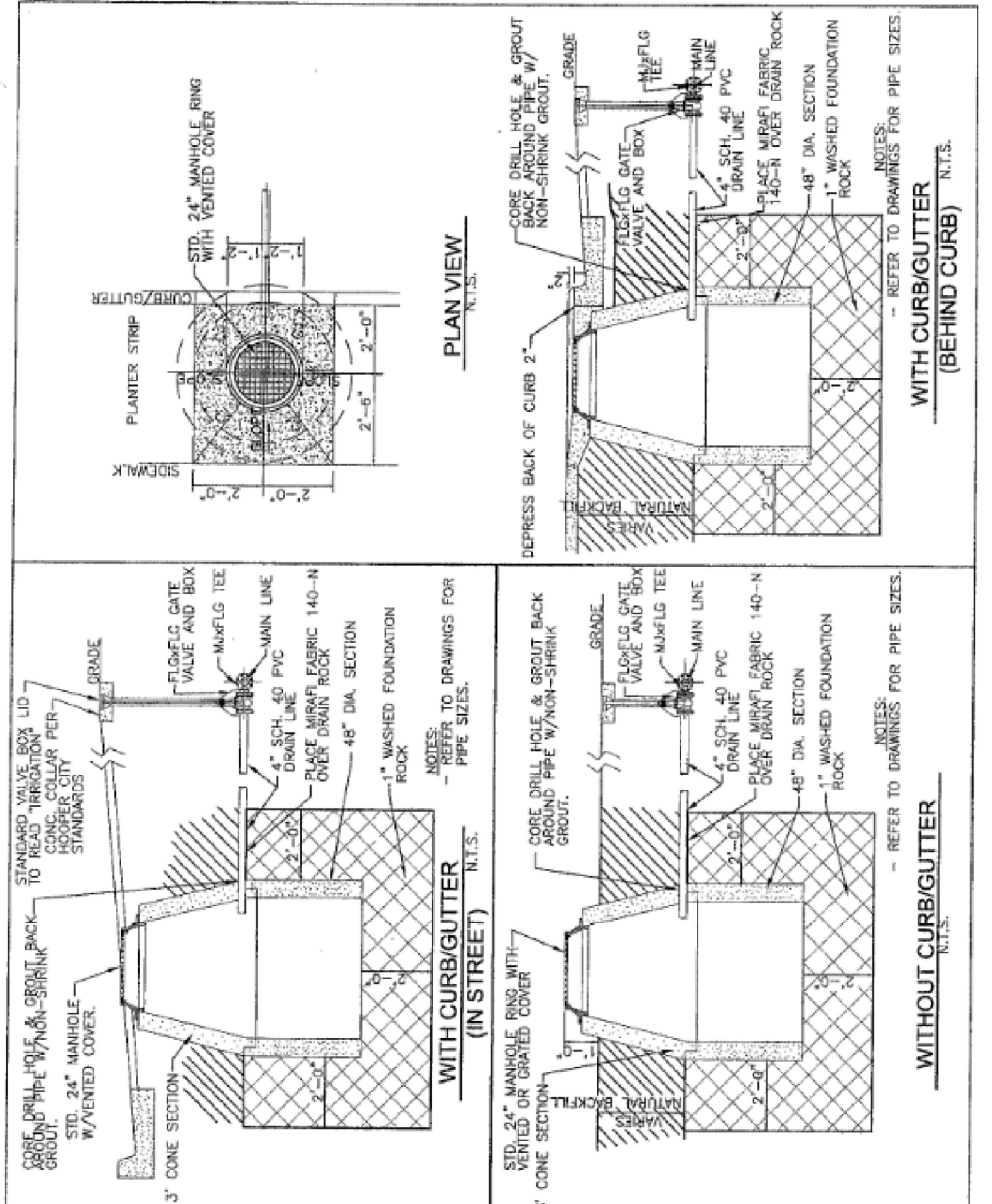


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GREAT BASIN ENGINEERING

5746 SOUTH 1475 EAST OGDEN, UTAH 84403
 MAIN (801)394-4515 FAX (801)392-7544
 WWW.GREATBASINENGINEERING.COM

Smart Fields Phase 2

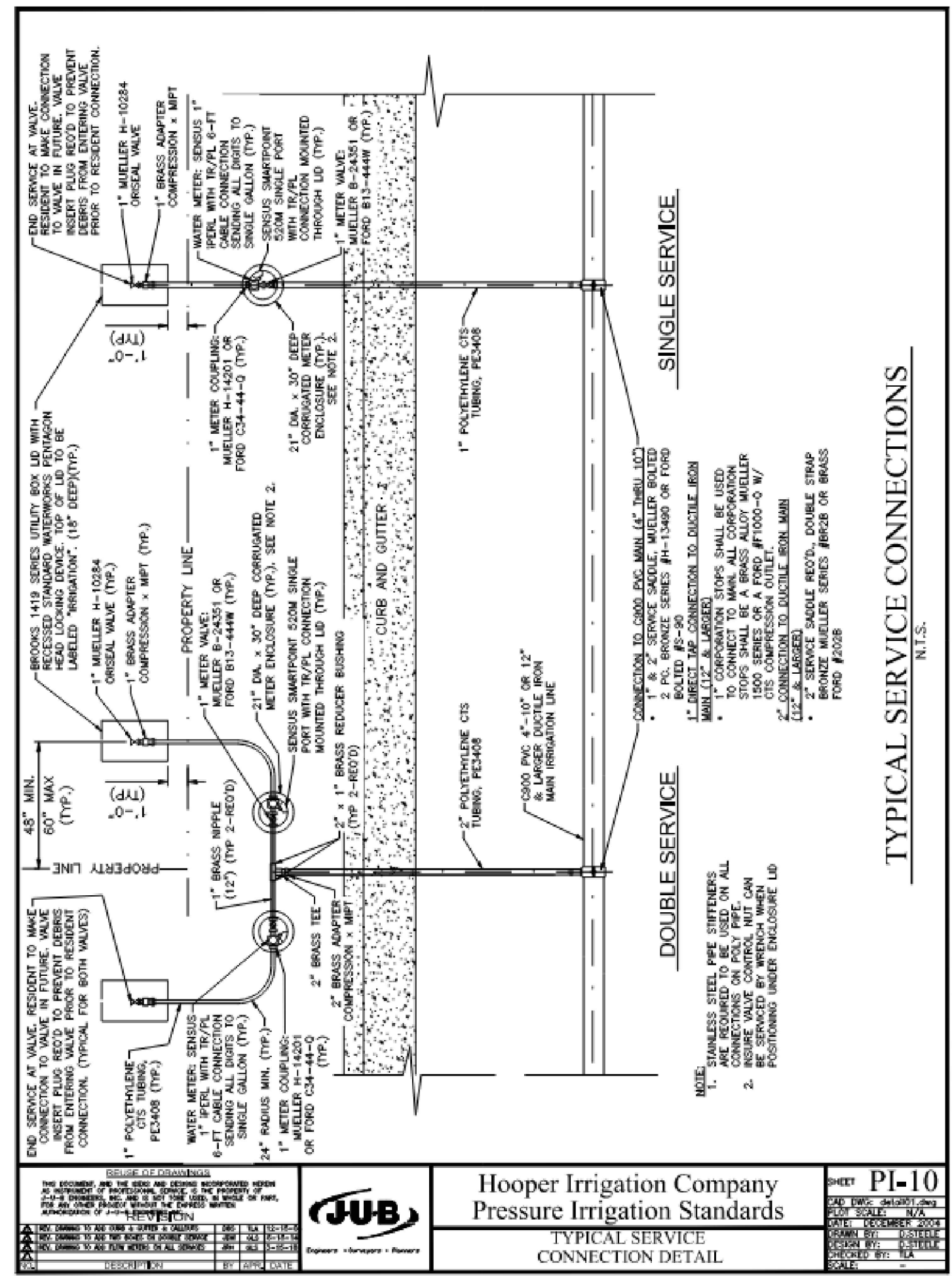
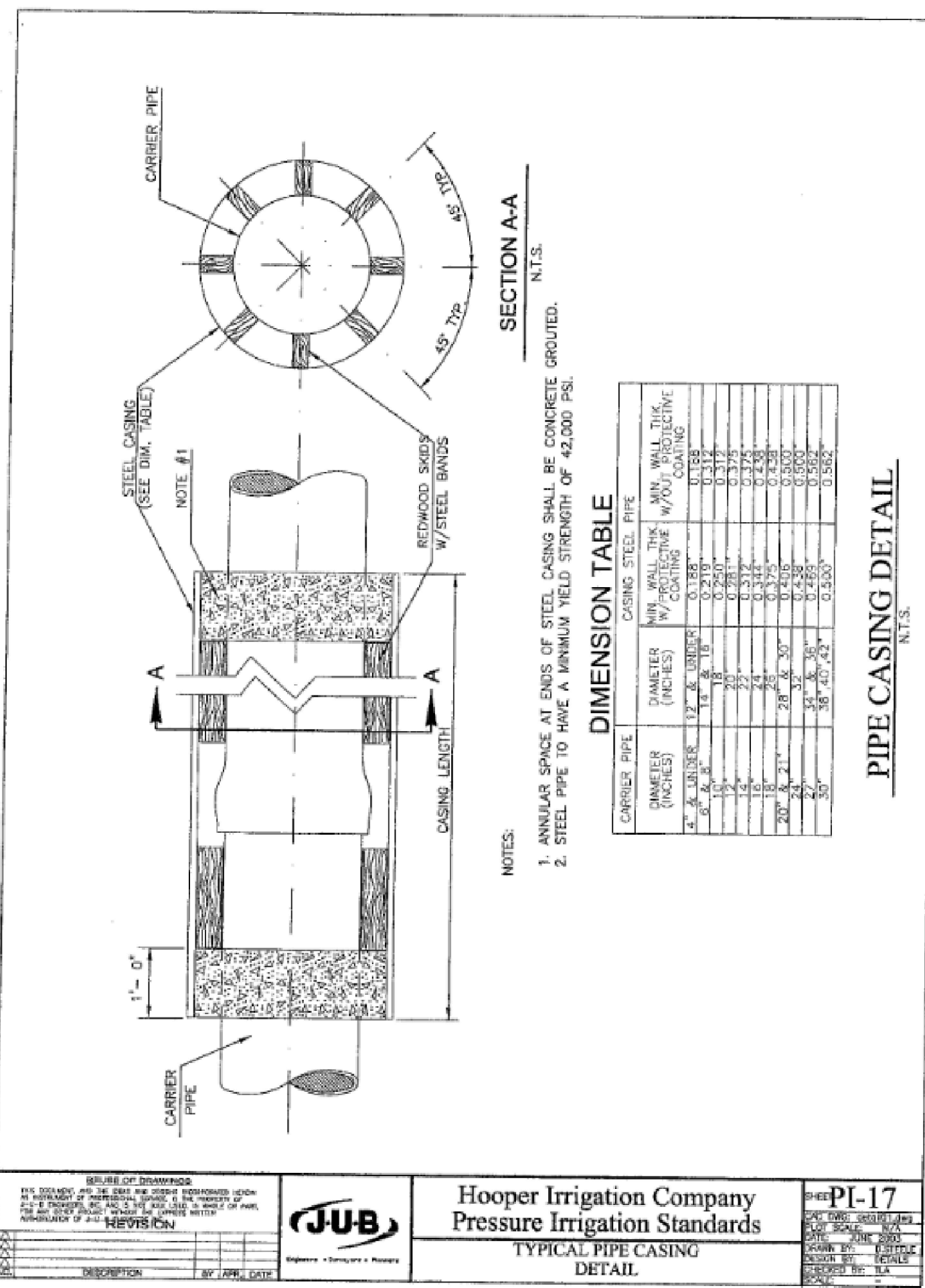
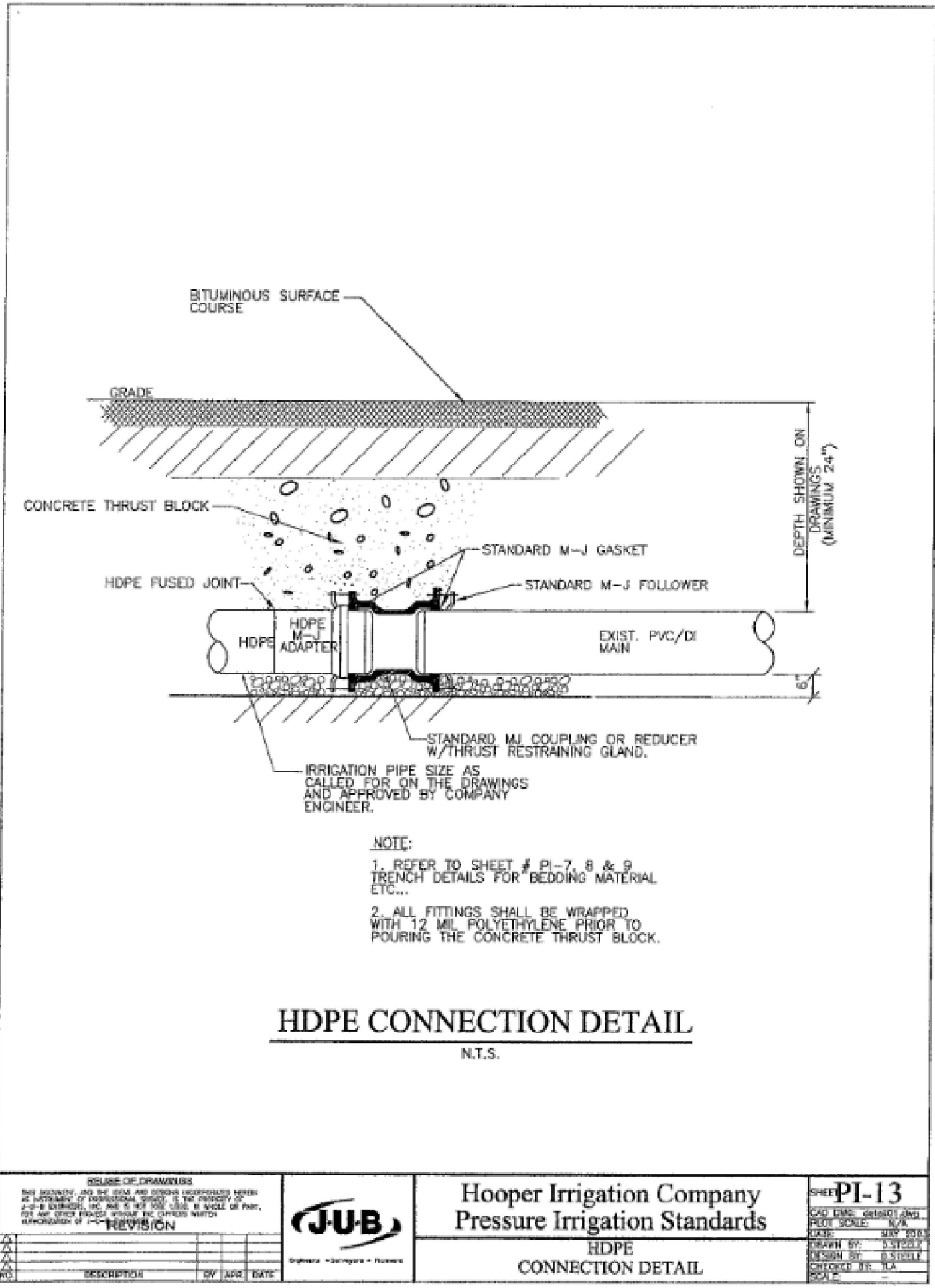
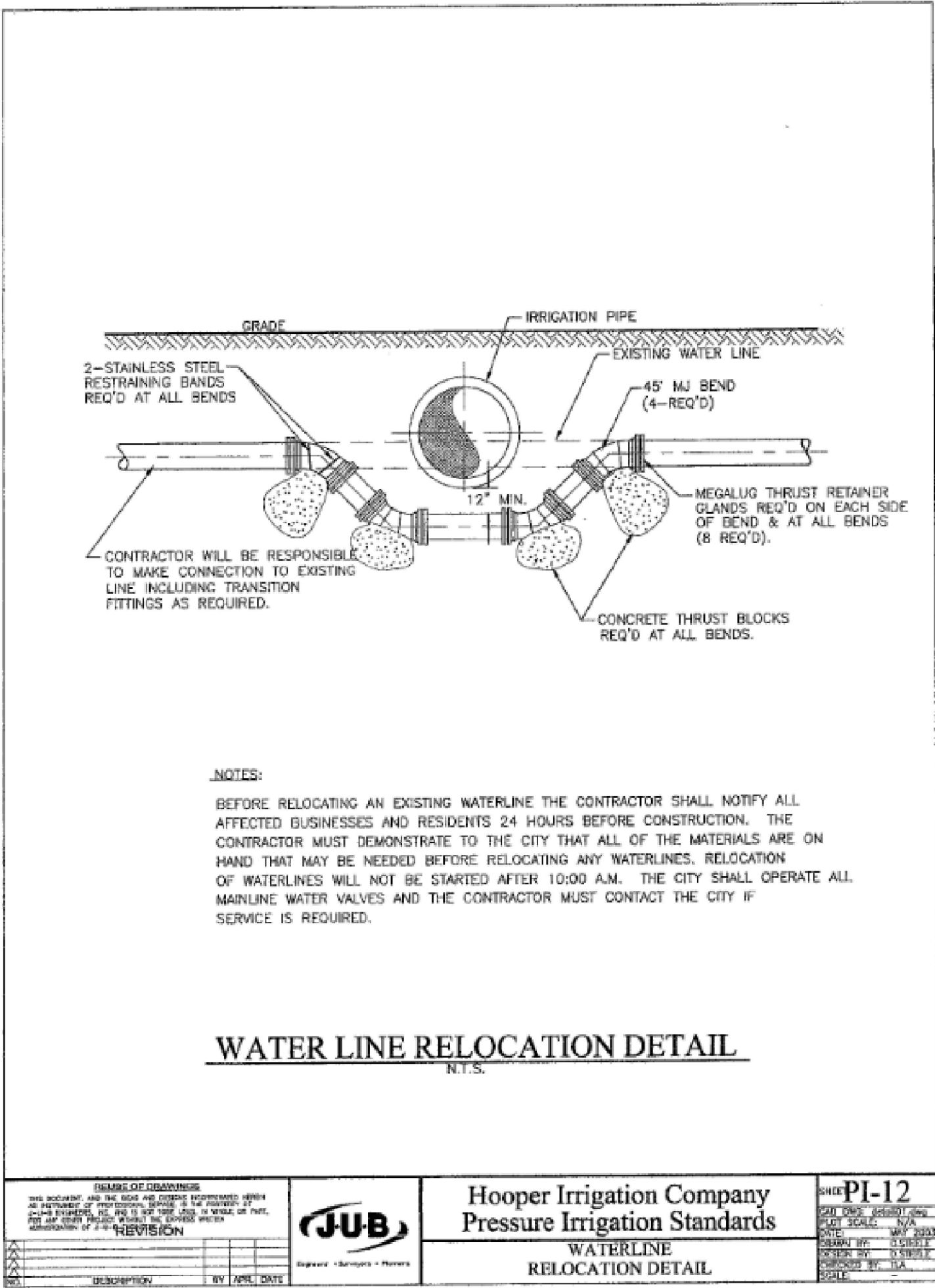
Approx. 1800 South 4300 West
 Weber County, Utah
 A part of Section 21, T6N, R2W, S6B&M, U.S. Survey

Details

September 2022

SHEET NO. **C9**

21N700





Staff Report to the Western Weber Planning Commission

Weber County Planning Division

Synopsis

APPLICATION INFORMATION

Application Request: Consideration and action on a requested rezone from A-2 to C-3 located at approximately 1941 S 5100 W.
Agenda Date: Tuesday, September 13, 2022
Applicant: Randy Ropelato
File Number: ZMA 2021-07

PROPERTY INFORMATION

Approximate Address: 1941 S 5100 W, Ogden
Zoning: The area to be rezoned is currently A-2
Proposed Land Use: Manufacturing

ADJACENT LAND USE

North:	Agricultural	South:	Commercial
East:	Residential	West:	Agricultural

STAFF INFORMATION

Report Presenter: Steve Burton
sburton@webercountyutah.gov
801-399-8766
Report Reviewer: CE

Applicable Ordinances

§ 102-5: Rezoning Procedures

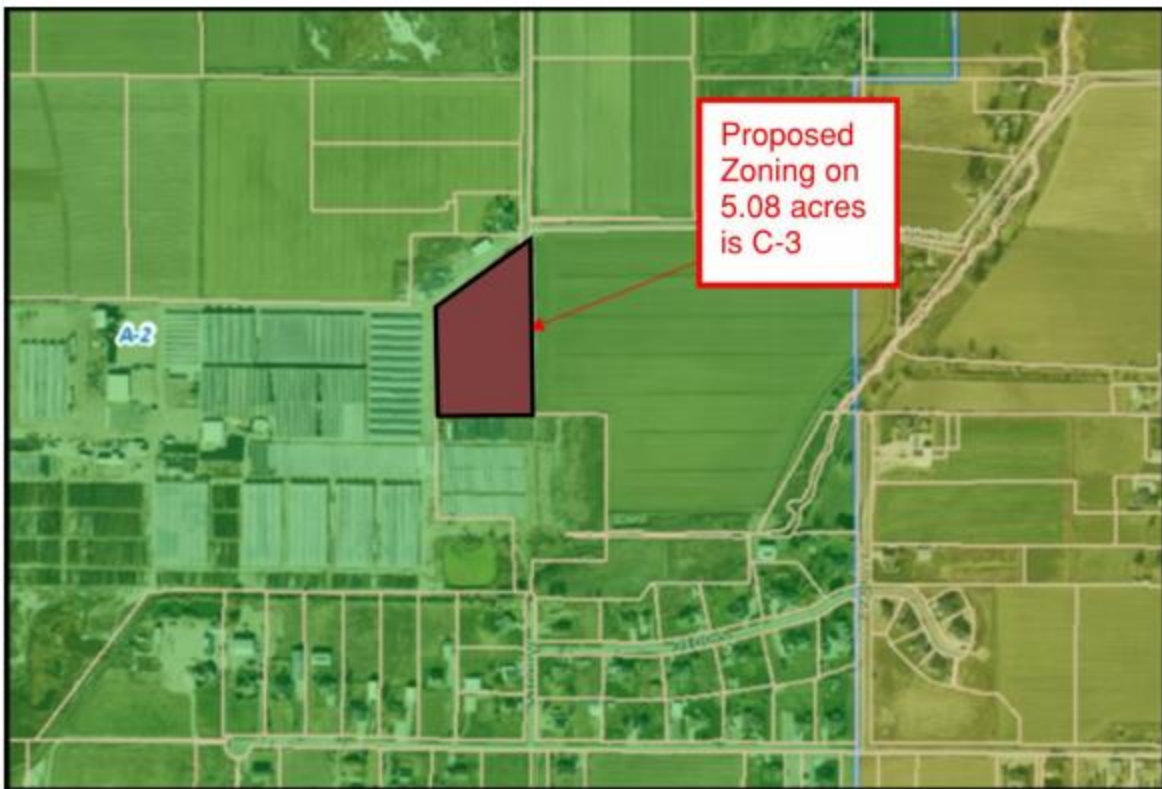
§ 104-20: Commercial Zones

Legislative Decisions

This is a legislative matter. When the Planning Commission is acting on a legislative matter, it is acting to make a recommendation to the Board of County Commissioners. There is wide discretion in making legislative decisions. Criteria for recommendations on a legislative matter suggest compatibility with the general plan, existing ordinances, and best practices. Examples of legislative actions are general plan, zoning map, and land use code amendments.

Summary

This item is an applicant-driven request to amend the zoning map from A-2 to C-3 on 5.08 acres. During a public hearing with the Western Weber Planning Commission held on March 1, 2022, the planning commission tabled a decision on the item until the Western Weber General Plan update was complete. On August 12, 2022, the Western Weber General Plan update was adopted by the County Commission. The applicant is requesting a positive recommendation to the County Commission for the rezone to C-3.



Policy Analysis

Concept Plan

The concept site plan that was provided with this application is below.



The site plan includes office space for the operation of the business, as well as a large warehouse for storage. The rest of the site will be used for a storage yard, asphalt parking, and landscaping. The consideration of this site plan does not constitute any kind of site plan approval, but is meant to provide the Planning Commission and County Commission with a general concept of the site, if a rezone is approved.

Before the request will be finalized with the County Commission, staff recommends that a development agreement is prepared that outlines the requirements of the owner to contribute to the continuation of 5100 W, a public street shown on the county transportation master plan. The dedication and improvement of public streets is an administrative part of the Weber County Land Use Code that is typically done through the subdivision process.

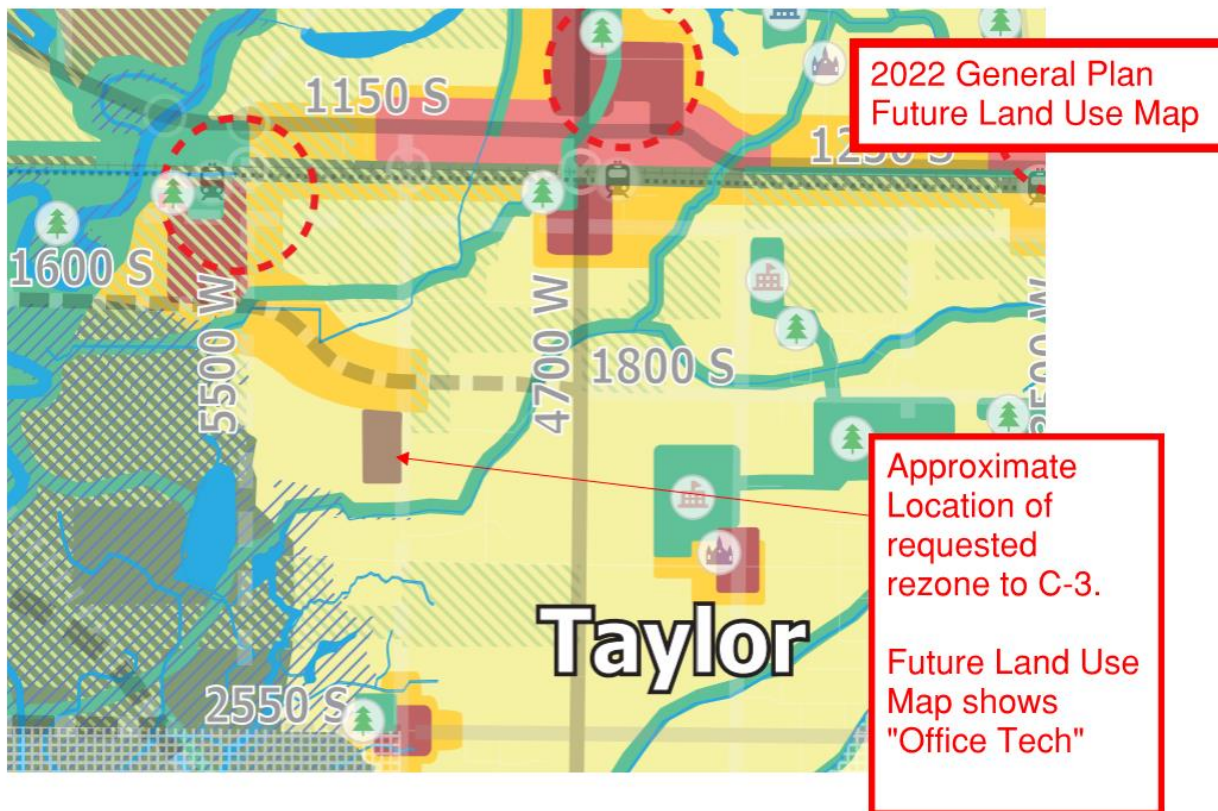
Water and Sewer Feasibility

The applicant plans to connect to Central Weber Sewer for a sewer connection and Taylor West Weber Water for culinary water needs. The proposed landscaped area will be xeriscaped, requiring minimal water. Once the applicant subdivides or submits a design review application, they will be required to show that there are approved water and sewer connections to the site.

General Plan

The Future Land Use Map of the Western Weber General Plan shows this area as Office/Tech. The general plan is not specific about what can be considered office/tech. The developer is proposing office space and warehousing. If the rezone is approved the developer (and future owners) would have to look to the allowances of the C-3 zoning code to understand what can be developed on the property. Currently, C-3 allows the following that are considered office/tech:

- Office in which goods or merchandise are not commercially created, exchanged or sold,
- Professional office



The Planning Commission and County Commission should consider whether the applicant's proposed use of "warehousing" falls under the office/tech designation. Warehousing is allowed in the C-3 zone as a permitted use.

There are several other uses that are either permitted or conditional uses in the C-3 zone that may not meet the Office/Tech designation on the general plan. The Planning Commission and County Commission may look to restrict those uses through a development agreement if they feel some of the uses have potentially negative impact on the surrounding residential and agricultural areas. The Planning Commission may want to review the list of uses in the C-3 zone in making this determination. There are several heavier intensity commercial uses including used car lot, hotel, grocery store, sales and service of new or used automobiles, among others that could have negative impacts on nearby residences and farms.

Because of the broad allowances of the C-3 zoning designation, staff recommends that a development agreement specify the allowed uses that fall under office/tech including those sited in this report. Warehousing could be added to the list of uses allowed under the development agreement because certain business offices may require warehousing.

County Rezoning Procedure

The land use code lists the following as considerations when the Planning Commission makes a recommendation to the County Commission:

A decision to amend the zoning map is a matter committed to the legislative discretion of the County Commission and is not controlled by any one standard. However, in making an amendment, the County Commission and Planning Commission are encouraged to consider the following factors, among other factors they deem relevant:

- a. Whether the proposed amendment is consistent with goals, objectives, and policies of the County's general plan.*
- b. Whether the proposed amendment is compatible with the overall character of existing development in the vicinity of the subject property.*
- c. The extent to which the proposed amendment may adversely affect adjacent property.*
- d. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, wastewater, and refuse collection.*
- e. Whether the proposed rezone can be developed in a manner that will not substantially degrade natural/ecological resources or sensitive lands.*
- f. Whether proposed traffic mitigation plans will prevent transportation corridors from diminishing below an acceptable level of service.*

Staff Recommendation

Option 1:

Staff recommends that the Planning Commission forward a recommendation to the County Commission to approve the rezone of approximately 5.08 acres from A-2 to C-3 with a development agreement that restricts the uses to only the permitted office/tech uses in the C-3 zone, as allowed by the County Commission.

Option 2

Staff recommends that the Planning Commission forward a recommendation to the County Commission to approve the rezone of approximately 5.08 acres from A-2 to C-3 with a development agreement that restricts the uses to only the permitted office/tech uses in the C-3 zone, those uses being:

- Office in which goods or merchandise are not commercially created, exchanged or sold;
- Professional office;
- Warehouse storage, indoor only.

These recommendations may come with the following findings:

1. The proposed rezone and development agreement comply with the 2022 Western Weber General plan and including the Future Land Use Map.
2. The proposal complies with the Weber County rezoning procedures.

Exhibits

Exhibit A: Application

Exhibit B: Concept site plan

Exhibit C: Commercial Uses Land Use Table

Weber County Zoning Map Amendment Application

Application submittals will be accepted by appointment only. (801) 399-8791. 2380 Washington Blvd. Suite 240, Ogden, UT 84401

Date Submitted 8-10-21	Received By (Office Use)	Added to Map (Office Use)
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Property Owner Contact Information

Name of Property Owner(s) Randy J. Ropelato		Mailing Address of Property Owner(s) 3954 W. 1400 So. Ogden, Utah 84401
Phone 801-731-3980	Fax	
Email Address garope29@aol.com	Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Mail	

Authorized Representative Contact Information

Name of Person Authorized to Represent the Property Owner(s)		Mailing Address of Authorized Person
Phone	Fax	
Email Address	Preferred Method of Written Correspondence <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	

Property Information

Project Name	Current Zoning A-2	Proposed Zoning C-1
Approximate Address 1941 So. 5100 West Ogden, Utah 84401 (Taylor)	Land Serial Number(s) 15-081-0021	
Total Acreage 5.08 ac	Current Use ag + yard waste composting	Proposed Use Light Comm.

Project Narrative

Describing the project vision.

Property could be used for Commercial use because it is in front of a commercial Nursery Operation. (Nursery is currently on Three sides of this ~~project~~ property) Thus, No one is going to build houses in a area surrounded by a commercial operation. Also A-2 Zoning doesn't ~~any~~ allow any viable business to be There.

Project Narrative (continued...)

How is the change in compliance with the General Plan?

Because it is on 5100 W. Which is currently a road on the master plan.

Why should the present zoning be changed to allow this proposal?

Because it would allow for a better Tax base and community use.

Project Narrative (continued...)

How is the change in the public interest?

Because housing ^{Developments} are coming into this area and we feel a C-1 Business would benefit the community better than an comm. ag. area.

What conditions and circumstances have taken place in the general area since the General Plan was adopted to warrant such a change?

The commercial nursery was not there during the last general plan was adopted.



Proposed Site Plan for 1900 S 5100 W

4,000 SF (50'x80') of Office Space and 18,000 SF (90'x200') Warehouse

27,000 SF of Asphalt for Parking and Main Entrance

7,200 SF of Landscaped Areas - Sign to be at front of property

165,000 SF of Yard Space for Construction Material and Equipment Storage

Sec 104-20-3 Land Use Table

In the following list of possible uses, those designated in any zone as "P" will be a permitted use. Uses designated as "C" will be allowed only when authorized by a conditional use permit obtained as provided in title 108, chapter 4 of this Land Use Code. Uses designated "N" will not be allowed in that zone.

	C-1	CV- 1	C-2	CV- 2	C-3
Academies/studios for dance, art, sports, etc.	C	C	P	P	P
Accessory building incidental to the use of a main building; main building designed or used to accommodate the main use to which the premises are devoted; and accessory uses customarily incidental to a main use	P	P	P	P	P
Air conditioning, sales and service	N	N	N	C	P
Ambulance base stations	N	N	C	C	P
Amusement enterprises	N	N	N	N	C
Animal hospital, small animals only and provided it is conducted within completely enclosed building	N	N	N	C	C
Antique, import or souvenir shop	N	N	P	P	P
Archery shop and range, provided it is conducted within completely enclosed building	N	N	P	P	P
Art and artists supply store	N	P	P	P	P
Athletic, recreational equipment, and sporting goods sales or rentals, excluding sale or repair of motor vehicles, motor boats or motors	N	N	P	P	P
Athletic and sporting goods store including sale or repair of motor vehicles, motor boats or motors	N	N	N	N	P
Auction establishment	N	N	N	C	C
Automobile repair including paint, body and fender, brake, muffler, upholstery or transmission work, provided it is conducted within completely enclosed building	N	N	N	C	P
Automobile, new or used sales and service	N	N	N	C	P
Awning sales and service	N	N	P	C	P
Baby formula service	P	N	P	N	P
Bakery, limited to goods retailed on premises	P	C	P	P	P
Bakery goods manufacturing	N	N	N	N	P
Bank or financial institution, not including payday loan services	P	P	P	P	P
Barbershop	P	P	P	P	P
Bath and massage establishment	N	N	P	N	P
Beauty culture school	N	N	N	N	P
Beauty parlor for cats and dogs	N	N	P	P	P
Beauty shop	P	P	P	P	P

Bed and breakfast dwelling	P	P	P	P	P
Bed and breakfast inn	N	N	P	P	P
Bed and breakfast hotel	N	N	C	C	P
Beer parlor, sale of draft beer	N	N	N	C	C
Bicycle sales and service	P	P	P	P	P
Billiard parlor	N	N	N	C	P
Boat sales and service, including water craft rentals as an accessory to boat sales and service	N	N	C	C	P
Bookbinding	N	N	N	N	P
Bookstore, retail	P	P	P	P	P
Bottling and distribution plant	N	N	N	N	P
Bowling alley	N	N	C	C	P
Boxing arena	N	N	N	N	P
Brewery, micro; in conjunction with a restaurant	N	N	P	P	P
Building materials sales or yard	N	N	N	N	P
Bus terminal	N	N	P	P	P
Butcher shop, excluding slaughtering	C	C	P	P	P
Cabaret	N	N	N	N	C
Cafe or cafeteria	P	P	P	P	P
Camera store	P	P	P	P	P
Candy manufacture	N	N	N	N	P
Candy store, confectionery	P	P	P	P	P
Carbonated water sales	N	N	P	P	P
Carpenter and cabinet shop	N	N	N	N	P
Carpet and rug cleaning	N	N	N	N	P
Carpet, rug and linoleum service	N	N	P	N	P
Car rental agency	N	N	P	P	P
Car wash, automatic	N	N	C	C	P
Car wash, manual spray	C	C	P	P	P
Cash register sales and service	N	N	P	N	P
Catering establishment	N	C	P	P	P
China, crystal and silver shop	C	C	P	P	P
Christmas tree sales	P	N	P	N	P
Church	P	P	P	P	P
Circus, carnival or other transient amusement	N	N	N	N	C
Cleaning and dyeing establishment	N	N	P	N	P
Clinics, medical or dental	P	P	P	P	P
Clothing and accessory store	N	N	P	P	P
Coal and fuel sales office	N	N	N	N	P

Communication equipment building	N	N	P	P	P
Contractor shop, provided work is conducted within a completely enclosed building	N	N	N	N	P
Convenience store	C	C	P	P	P
Costume rental	N	N	P	P	P
Dairy products store	P	P	P	P	P
Dance hall	N	N	N	N	C
Data processing service and supplies	N	N	P	P	P
Day care center	C	C	P	P	N
Delicatessen	P	P	P	P	P
Department store	N	N	P	P	P
Detective agency	P	N	P	N	P
Diaper service, including cleaning	N	N	P	P	P
Drapery and curtain store	N	N	P	P	P
Drive it yourself agency or business	N	N	P	N	P
Drug store	P	P	P	P	P
Dry cleaning	N	N	P	P	P
Dwelling unit in compliance with Section 104-20-4	N	N	N	P	N
Dwelling unit as part of a commercial building for proprietor or employee who also serves as a night watchman provided that 3,000 sq. ft. of green area is provided for the family	C	P	C	P	N
Educational institution	N	N	P	P	P
Educational/institutional identification sign	C	C	C	C	C
Egg and poultry store, providing no live bird slaughtering or eviscerating permitted	P	P	P	P	P
Electrical and heating appliances and fixtures sales and service	N	N	P	P	P
Electronic equipment sales and service	N	N	P	P	P
Employment agency	N	N	P	P	P
Express and transfer service	N	N	N	N	C
Fabric and textile store	P	C	P	P	P
Farm implement sales	N	N	N	C	P
Film exchange establishment	P	N	P	N	P
Fitness, athletic, health, or recreation center, or gymnasium	N	N	P	P	P
Flooring sales and service, carpet, rug, and linoleum	N	N	P	P	P
Florist shop	P	C	P	P	P
Frozen food lockers, incidental to a grocery store or food business	P	P	P	P	P
Fruit or vegetable store or stand	P	P	P	P	P
Furniture sales and repair	N	N	P	P	P
Fur apparel sales, storage or repair	N	N	P	P	P
Garden supplies and plant materials sales	P	C	P	P	P

Gift store	P	P	P	P	P
Glass sales and service	N	N	P	P	P
Government office buildings	C	N	P	P	P
Greenhouse and nursery	N	N	P	P	P
Grocery store	P	C	P	P	P
Gunsmith	N	P	P	P	P
Gymnasium	N	N	P	P	P
Hardware store	N	N	P	P	P
Health food store	P	P	P	P	P
Heliport	N	N	C	N	C
Hobby and crafts store	P	P	P	P	P
Hospital supplies	N	N	P	N	P
Hotel	N	N	C	C	P
House cleaning and repair	N	N	P	P	P
House equipment display	N	N	P	N	P
Household appliance sales and incidental service	N	N	C	C	P
Household pets, dwelling units only	P	P	P	P	P
Ice cream manufacture	N	N	N	N	P
Ice cream parlor	P	P	P	P	P
Ice manufacture and storage	N	N	N	N	P
Ice store or vending station	P	P	P	P	P
Insulation sales	N	N	P	P	P
Insurance agency	N	N	P	P	P
Interior decorator and designing establishment	N	P	P	P	P
Janitor service and supply	N	N	P	N	P
Jewelry store sales and service	P	P	P	P	P
Knitting mills	N	N	N	N	C
Laboratory, dental or medical	N	N	P	P	P
Laundromat	P	P	P	P	P
Lawn mower sales and service	N	N	P	P	P
Leather goods, sales and service	N	N	P	P	P
Legal office	N	N	P	P	P
Library	P	P	P	P	P
Linen store	N	N	P	P	P
Linen supply service	N	N	N	N	P
Liquor store	N	N	C	C	C
Locksmith	P	P	P	P	P
Lodge or social hall	N	N	P	P	P
Lodging house	N	N	C	C	P

Lounge	N	N	N	N	C
Luggage store	N	N	P	N	P
Lumber yard	N	N	N	N	C
Machine shop operations incidental to any use permitted in C-3 district	N	N	N	N	P
Manufacture of goods retailed on premises	N	N	C	N	C
Meat custom cutting and wrapping, excluding slaughtering	N	N	C	C	C
Meat, fish and seafood store	P	P	P	P	P
Medical office	P	P	P	P	P
Medical supplies	N	N	P	P	P
Millinery	N	N	P	N	P
Miniature golf	N	N	N	C	C
Mobile home sales	N	N	C	N	P
Mobile home service	N	N	N	N	P
Monument works and sales	N	N	P	P	P
Mortuary	N	N	C	C	P
Motel	N	N	C	C	P
Motorboat sales and service	N	N	C	N	P
Motorcycle and motor scooters sales and service	N	N	C	C	P
Museum	C	C	P	P	P
Music store	N	C	P	P	P
Needlework, embroidery or knitting store	P	N	P	N	P
Newsstand	P	P	P	P	P
Nightclub or social club	N	N	N	N	C
Notion store	P	N	P	N	P
Novelty store	N	N	P	N	P
Nursery school	C	N	P	N	P
Office in which goods or merchandise are not commercially created, exchanged or sold	N	N	P	N	P
Office supply	N	N	P	P	P
Office machines sales and service	N	N	P	N	P
Oil burner shop	N	N	N	N	C
Optometrist, optician or oculist	P	P	P	P	P
Ornamental iron sales or repair	N	N	C	C	P
Outdoor storage, except where expressly permitted otherwise in the zone	N	N	N	N	N
Paint or wallpaper store	N	N	P	P	P
Paperhanger shop	N	N	P	N	P
Park and playground	P	P	P	P	P
Parking lot or parking structure for passenger vehicles as a main use	C	N	C	C	C
Pawnshop	N	N	N	N	P

Penny arcade	N	N	N	N	C
Pest control and extermination	N	N	P	P	P
Pet and pet supply store	N	N	P	P	P
Pharmacy	P	P	P	P	P
Photographic supplies	P	P	P	P	P
Photo studio	P	P	P	P	P
Physician or surgeon	P	P	P	P	P
Pie manufacture	N	N	P	P	P
Plumbing shop	N	N	C	P	P
Pony ring, without stables	N	N	N	N	C
Pool hall	N	N	N	N	P
Popcorn or nut shop	P	P	P	P	P
Post office	C	C	P	P	P
Pottery, sales and manufacture of crafts and tile	N	N	P	P	P
Printing or copying sales and services	N	N	C	P	P
Private liquor club	N	N	N	C	C
Professional office	N	N	P	P	P
Public utilities substation	C	C	C	C	C
Public building	P	P	P	P	P
Radio and television sales and service	C	C	P	P	P
Radio or television broadcasting station	N	N	P	P	P
Real estate agency	N	C	P	P	P
Reception center or wedding chapel	N	N	C	C	P
Recreation center	N	N	C	N	P
Recreational vehicle and boat storage, indoor only	C	N	C	C	P
Rental agency for home and garden equipment	N	N	P	P	P
Restaurant	P	C	P	P	P
Restaurant, drive-in	N	N	P	C	P
Restaurant, drive-through	N	N	C	C	P
Roller skating rink	N	N	C	N	P
Roofing sales or shop	N	N	P	N	P
Secondhand store	N	N	P	P	P
Seed and feed store, retail	N	N	P	P	P
Self-storage: indoor units for personal and household items, in compliance with the requirements of Section 104-20-4.	N	N	C	C	C
Service station, automobile excluding painting, body and fender and upholstery work	P	P	P	P	P
Service station, automobile, with one-bay car wash as accessory use	P	C	P	P	P
Sewing machine sale and service	N	N	P	P	P

Sheet metal shop and retinning, provided all operations are conducted within completely enclosed bldg.	N	N	N	N	C
Shoe repair or shoe shine shop	P	P	P	P	P
Shoe store	N	N	P	P	P
Shooting gallery	N	N	N	N	P
Sign manufacture or sign painting	N	*	N	*	P
Sign, animated; only the time and temperature may be animated in the C-1 zone	P	*	P	*	P
Sign, business	P	*	P	*	P
Sign, flat	P	*	P	*	P
Sign, construction project	P	*	P	*	P
Sign, directional	P	*	P	*	P
Sign, freestanding	P	*	P	*	P
Sign, identification and information	P	*	P	*	P
Sign, marquee	P	*	P	*	P
Sign, nameplate	P	*	P	*	P
Sign, off premises	N	*	P	*	P
Sign, projecting	P	*	P	*	P
Sign, roof	N	*	P	*	P
Sign, temporary	P	*	P	*	P
Sign, wall	P	*	P	*	P
Snow plow and removal service	N	N	C	C	P
Snowmobile and ATV sales and repair	N	N	C	C	C
Soil and lawn service	N	N	P	P	P
Spa	N	N	P	P	P
Supermarket	P	N	P	N	P
Tailor shop	P	P	P	P	P
Tavern, beer pub	N	N	N	C	C
Taxicab stand	P	N	P	N	P
Taxidermist	N	N	P	P	P
Temporary building for uses incidental to construction work. Such buildings shall be removed upon the completion of the construction work.	P	P	P	P	P
Theater, indoor	N	N	P	P	P
Theater, outdoor	N	N	N	N	C
Tire recapping or retreading sales and service	N	N	N	N	C
Tobacco shop	P	N	P	P	P
Tool design (precision) repair and manufacture	N	N	N	N	C
Toy store, retail	P	N	P	P	P
Trade or industrial school	N	N	C	C	P

Trailer sales and service	N	N	N	N	P
Travel agency	P	C	P	P	P
Truck terminal	N	N	N	N	P
Upholstery shop	C	C	P	P	P
Used car lot	N	N	N	N	C
Variety store	P	N	P	N	P
Vendor, short term, in compliance with the requirements of Section 108-13-3	P	P	P	P	P
Ventilating equipment sales and service	N	N	C	C	P
Video sales and rental	P	P	P	P	P
Warehouse storage	N	N	N	N	P
Weather stripping shop	N	N	P	N	P
Welding shop	N	N	N	N	C
Wholesale business	N	N	N	N	P
Window washing establishment	N	N	P	P	P

* See Section 110-2 for sign types allowed in the CV-1 and CV-2 zones.

(Ord. of 1956, § 18-5; Ord. No. 10-83; Ord. No. 2-85; Ord. No. 16-89; Ord. No. 95-19; Ord. No. 96-42; Ord. No. 97-20; Ord. No. 20-94; Ord. No. 30-94; Ord. No. 2015-7, Exh. A, 5-5-2015)

HISTORY
 Amended by Ord. [2020-24](#) on 12/15/2020



Staff Report to the Western Weber Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:	Public hearing for consideration of a request for a recommendation to the County Commission regarding a zoning development agreement associated with the rezoning of approximately 242 acres, located at approximately 2875 West 2600 N, from the A-1 zone to the C-1, R-2, R-3, R-1-10, RE-15, and Master Planned Development (MPD) overlay zones.
Application Type:	Legislative
Agenda Date:	Tuesday, September 13, 2022
Applicant:	Bryan Bayles
File Number:	ZDA 2022-04

Property Information

Approximate Address:	2875 West 2600 N, Ogden
Zoning:	A-1
Existing Land Use:	Agricultural
Proposed Land Use:	Residential and Commercial

Adjacent Land Use

North:	Residential and Agricultural	South:	Residential and Agricultural
East:	Residential	West:	Residential and Agricultural

Adjacent Land Use

Report Presenter:	Steve Burton sburton@webercountyutah.gov 801-399-8766
Report Reviewer:	RG, CE

Applicable Ordinances

§102-6: Development Agreements

Summary

After holding a public hearing on October 12, 2021, the Western Weber Planning Commission made a motion to approve the JDC Ranch Rezone (ZMA 2020-01). The following is the motion made by the Planning Commission, as taken from the approved minutes:

Motion made by Commissioner Edwards to vote for a positive recommendation for the rezone with the staff recommendation and conditions and findings. Commissioner McCormick seconded the motion.

If the Planning Commission supports the proposed general plan amendment, then staff recommends that the Planning Commission forward a positive recommendation to the County Commission for the general plan amendment, File #GPA2020-01, and the rezone, File #ZMA 2020-01 with the following requirements to be executed by means of a development agreement:

- 1. The development agreement should contain a requirement for the applicant to not protest an annexation from an adjacent city.*
- 2. The development agreement should limit the number of attached patio homes and fourplex townhomes to no more than 100 total units.*
- 3. The development agreement should limit the total number of housing units to no more than 725 units.*
- 4. The project layout should be changed to reflect the street connectivity of Figure 4 herein.*
- 5. The development agreement should omit the street design standards of Page 8 of the applicant's proposal and defer to Plain City's adopted street design standards.*
- 6. In the development agreement, the project zoning (Page 7 of the proposal) is changed as provided by Figure 3B.*

7. Trails should be constructed in accordance with the standards in the Plain City General Plan, or as otherwise adopted by Plain City standards. More specifically:

- a. The trail along 2700/2600 North Street should be constructed as a Class 2 or Class 3 Trail, as listed on page 19 of the Plain City General Plan. The trail should be at least 10 feet wide and paved, with at least a 10 foot landscape buffer between the trail and the street. The trail shall be constructed from the existing sidewalk in Farr West City and extend westward to the existing Plain City boundary, including a bridge or other mutually agreeable crossing of the canal that runs along the existing Plain City Boundary.*
 - b. The trail that runs north/south along the power line corridor, and the trail that runs east/west through the middle of the project (through the park area) should be constructed as a Class 1 Trail, as listed on page 19 of the Plain City General Plan. Both should be at least 10 feet wide and paved with at least five feet landscaped area between the trail and a paralleling street.*
 - c. All other trails should be at least a Class 3 paved trail, as listed on page 19 of the Plain City General Plan*
 - d. Any trail that connects between lots or parcels, including those stubbing to the exterior boundary of the subject property, should have a landscaped trail corridor that is at least 20 feet wide.*
- 8. The parks and open space areas should be as provided in the proposal, and phased in a proportionate amount as the project is phased.*
- 9. All park strips and trail corridors should be planted with and irrigated for drought tolerant (water wise) vegetation. No turf grass. Parks have limited turf grass on areas for sports/play fields.*
- 10. Trees, no less than 2" caliper, should be planted along trails and in park strips at a distance no greater than the tree species typical canopy width. The species should follow Plain City's adopted tree species list.*
- 11. The HOA should be professionally managed. Until the area is annexed into a city, the HOA management company should be responsible for managing all open space areas, park strips, landscaping, and common area, and provide street snow removal.*
- 12. The project should follow the architecture design contained in the applicant's proposal.*
- 13. That all other agency concerns should be accounted for as may be necessary in the development agreement.*
- 14. That the West Central Weber County General Plan should be amended to include the entire unincorporated island, and should be designed and/or annotated to encourage development that will stimulate incorporated into an adjoining city, and provide general support for the adjoining city's general plan.*

This recommendation may come with the following findings:

- 1. With the proposed amendment to the West Central Weber County General Plan, the proposed rezone complies with the general plan. The proposed amendment corresponds with the objectives of the Plain City General Plan*
- 2. With the exception to zoning, the proposal complies with the Plain City General Plan.*
- 3. The proposal offers public recreation, shopping, jobs, and has the potential to offer a mixture of housing options, all cornerstones of sustainable community planning principles.*
- 4. The impacts of the development on adjacent landowners is proposed to be appropriately minimized by buffering similar land uses, and screening higher density housing from view by locating it in the middle of the project.*
- 5. The development is not detrimental to the overall health, safety, and welfare of the community.*

Motion passed 5-1 with Commission Bell voting against the rezone.

Since the time the Planning Commission made their motion, the developer has revised their plan with some direction from County Staff and the County Commission. The changes have resulted in a proposal for different zoning throughout the master planned area and keeping the maximum number of units at 725. The developer is requesting that the Planning Commission make a recommendation to the County Commission regarding the proposed development agreement.

Analysis

When the Planning Commission made their motion on the rezone, part of that motion included the following figures that were shown in the rezoning staff report and were included in the staff recommendation.

Figure 3B: Staff Recommended Zoning Map Amendment

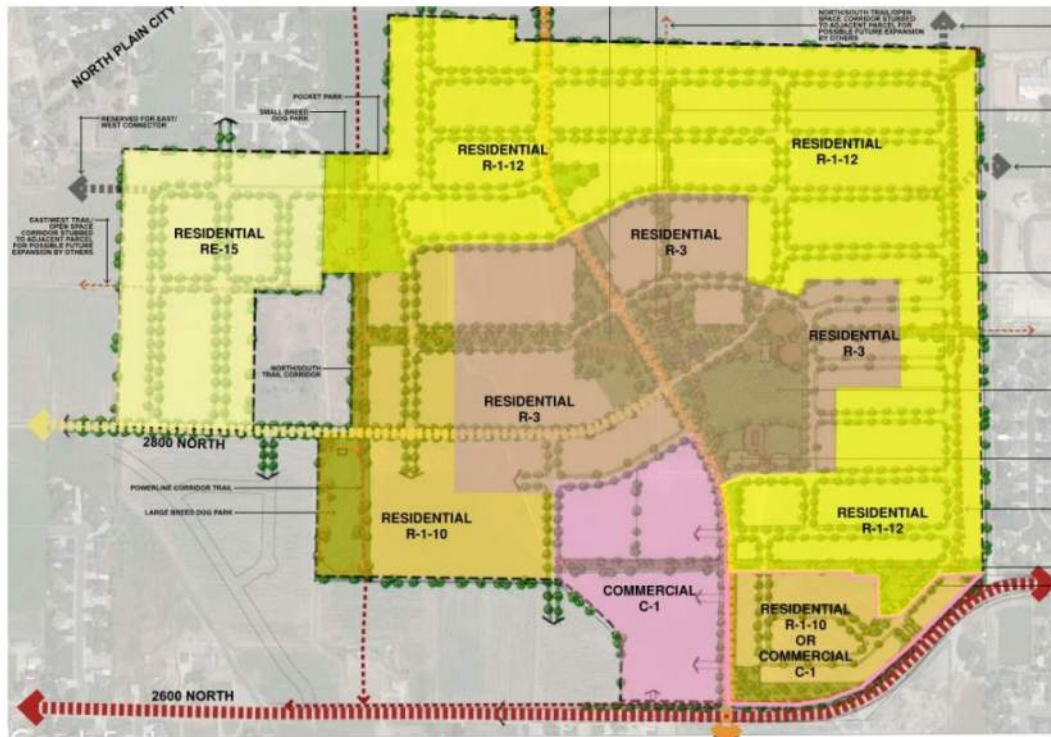
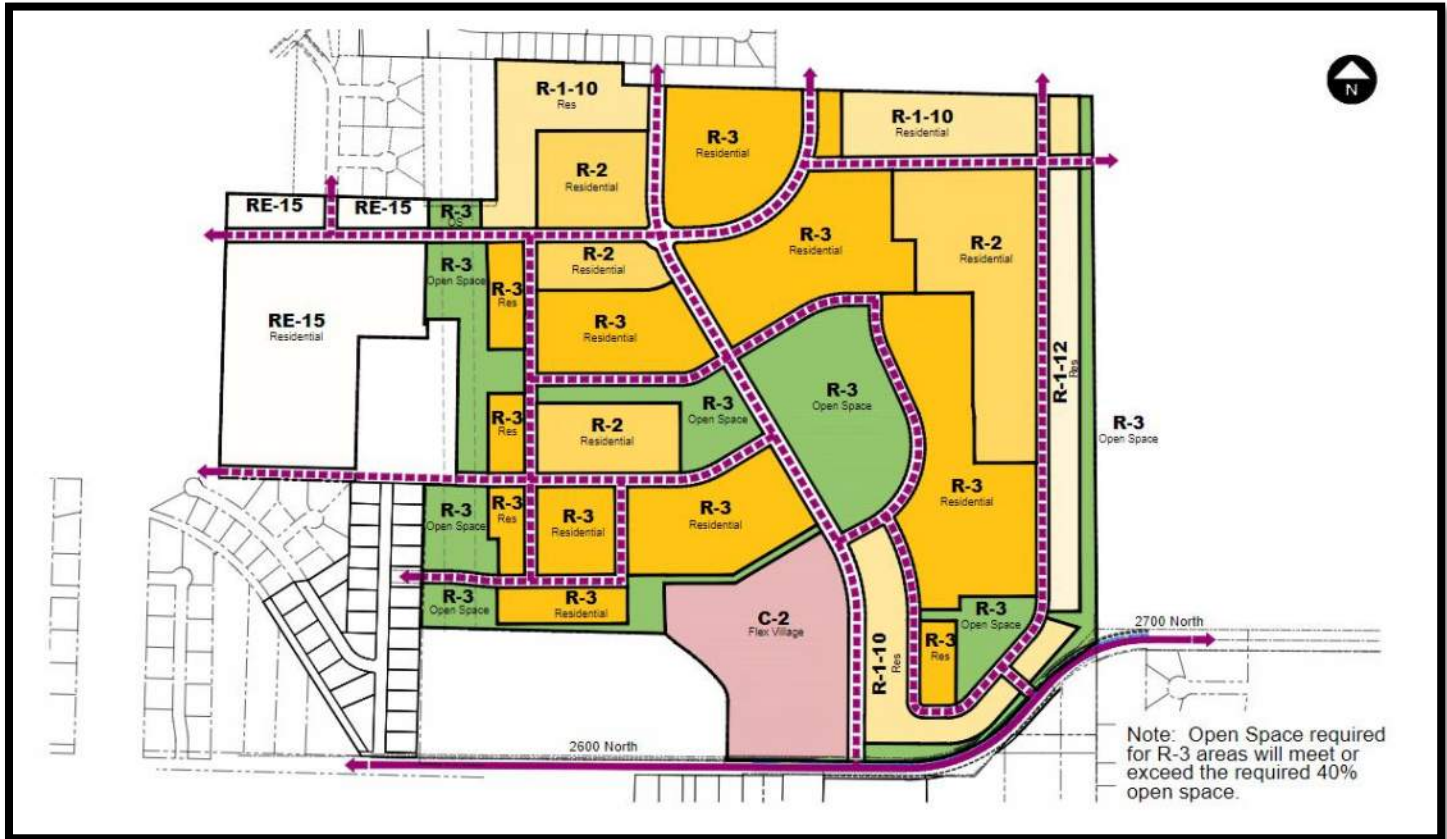


Figure 4: Proposed Street Layout with Staff Suggested Edits:



The new proposed zoning and proposed street layout are shown below:



The development agreement does contain provisions that address some of the conditions of the Planning Commission in their rezoning motion. The agreement states that the master developer and its successors agree to not protest annexation into Plain City. The agreement limits the number of townhomes or row houses to 125. The agreement also limits the number of “attached residential products of other configurations” to 200. Further, the development agreement limits the total number of dwelling units to 725.

The developer’s new proposed street layouts have been considered by Planning staff and provide street and trail connectivity to adjacent properties. The public right of way standards of Plain City have been incorporated into the development agreement. The development agreement refers to the applicant’s open space plan for trail widths and specific locations. The phasing of open space will occur as each development area is subdivided and the developer will be required to report and track open space dedication with the county as each development occurs.

The current draft of the development agreement does not contain provisions that ensure the HOA is professionally managed. The draft agreement is missing some key definitions like “attached residential products” that will need to be clearly defined. Planning staff is requesting that the planning commission allow staff to make minor adjustments to the development agreement to address these items and others that may come up, before the agreement is considered by the County Commission.

Summary of Planning Commission Considerations

In reviewing a proposed development agreement, the Planning Commission and County Commission may consider, but shall not be limited to considering, the following:

1. Public impacts and benefits.
2. Adequacy in the provision of all necessary public infrastructure and services.
3. Appropriateness and adequacy of environmental protection measures.
4. Protection and enhancements of the public health, welfare, and safety, beyond what is provided by the existing land use ordinances.

Staff Recommendation

Staff recommends that the Planning Commission forward a positive recommendation to the County Commission regarding ZDA 2022-04, based on the following conditions:

1. Provisions will be added to the agreement that require the HOA to be professionally managed.
2. Definitions will be added or modified in the agreement, as requested by planning staff and the county attorney.
3. Edits that implement the planning commission's intent regarding this rezone may be made to the draft agreement, as directed by the planning staff and the county attorney, before the agreement is considered by the County Commission.

This recommendation is based on the following findings:

1. The proposal will not deteriorate the environment of the general area so as to negatively impact surrounding properties and uses.
2. The agreement was considered by the Legislative Body, in conformance with Chapter 102-6 of the County Land Use Code.

Exhibits

Exhibit A – Proposed Draft Development Agreement

WORKING DRAFT

FOR DISCUSSION PURPOSES ONLY

KIRTON McCONKIE

August 22, 2022

WHEN RECORDED, RETURN TO:

JDC RANCH, LLC, Developer
Attn: Bryan Bayles

LOYAL C. HULME
KIRTON McCONKIE
50 EAST SOUTH TEMPLE, SUITE 400
SALT LAKE CITY, UT 84111

APN: _____

MASTER DEVELOPMENT AGREEMENT

FOR

JDC RANCH

DATED: _____, 2022

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**MASTER DEVELOPMENT AGREEMENT
FOR
JDC RANCH**

THIS MASTER DEVELOPMENT AGREEMENT (“**MDA**”) is made and entered as of the _____ day of _____, 2022, by and between Weber County, a political subdivision of the State of Utah (“**County**”), and JDC Ranch Properties LLC, a Utah limited liability company (“**Master Developer**”). The County and Master Developer are sometimes collectively referred to in this MDA as the “**Parties**.”

RECITALS

A. Master Developer proposes to develop the certain real property located within an unincorporated portion of the County which is more particularly described on **Exhibit A** attached hereto (“**Property**”). Master Developer intends to develop the Property into a project containing multiple uses including residential components, commercial uses, open space, and certain amenities (collectively, the “**Project**”), all as set forth herein.

B. Unless otherwise defined in the body of this MDA, the capitalized terms used in this MDA are defined in **Exhibit B** which attached hereto and incorporated herein by this reference.

C. Prior to the execution of this MDA, the Property was zoned A-1 and A-2. The County has rezoned the Property C-2, R-2, R-3, R-1-10, R-1-12, and RE-15, in a configuration set forth on the Zoning Plan attached hereto as **Exhibit C**, together with a Master Planned Development Overlay Zone (“**MPDOZ**”), all contingent on the execution and recording of this MDA.

D. The Code requires any development within a MPDOZ to be implemented pursuant to a development agreement.

E. In order to (i) satisfy Code’s requirement for a development agreement, (ii) ensure that the Property is developed in a unified and consistent fashion, (iii) memorialize the relationship between Master Developer and the County in relation to certain transactions, entitlements, dedications, and other

requirements necessary for the Project, and (iv) vest the Property with certain development rights, the Parties enter into this MDA.

F. The parties agree that development of the Project as a master planned community pursuant to this MDA is consistent with the Act and the Code and will operate to the benefit of the County, Master Developer, and the general public.

G. The County has reviewed this MDA and determined that the MDA is consistent with the Act, the Code and the C-2, R-2, R-3, R-1-10, R-1-12, RE-15 and MPDOZ as applied to the Property.

H. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the County and its residents by, among other things, requiring orderly development of the Property as a master planned community and increasing property tax, sales tax, and other revenues to the County based on improvements to be constructed on the Property.

I. Development of the Property pursuant to this MDA will also result in significant benefits to Master Developer by providing assurances to Master Developer that it will have the ability to develop the Property in accordance with this MDA.

J. Master Developer and the County have cooperated in the preparation of this MDA.

K. The Parties desire to enter into this MDA to specify the rights and responsibilities of Master Developer to develop the Property as part of the Project as expressed in this MDA, and the rights and responsibilities of the County to allow and regulate such development pursuant to the requirements of this MDA.

L. The parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code §17-27a-102 and 17-27a-528.1

¹ All references to sections of the Utah Code are references to the provisions in effect as of the date of this MDA.

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 County and Master Developer hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

- 1.1. **Incorporation.** The foregoing Recitals and **Exhibit A** through **Exhibit L** are hereby incorporated into this MDA.
- 1.2. **Definitions.** As used in this MDA, the words and phrases specified in **Exhibit B** shall have the meanings set forth therein. Other terms are defined in the text of this MDA.

2. Effect of this MDA.

2.1. **Development of Project Pursuant to the MDA.** During the term of the MDA, this MDA will govern the development of the Project. The County shall not require Master Developer to enter into any other agreements prior to Master Developer commencing development of the Property as part of the Project. Unless otherwise agreed to by Master Developer, this MDA shall be the sole agreement between the Parties for the development of the Property.

2.2. **Effect of Conflict.** In the event of a conflict between the County's Vested Laws and this MDA, the provisions of the MDA and its Exhibits shall control. Specifically, certain provisions of this MDA and its Exhibits may supersede and replace provisions of the County's Vested Laws, but only with respect to the Project. Pursuant to the Act (Utah Code § 17-27a-528(2)(a)(ii)), this MDA has been approved by the County's legislative body in accordance with the same procedures, including notice provisions, used for enacting a land use regulation.

3. Laws Governing the Project.

3.1. **Master Plan.** Development of the Project shall be in accordance with the County's Vested Laws together with this MDA and its Exhibits. The County acknowledges that this MDA and its Exhibits

constitute the “Master Plan” required under the Code and the County’s agreement hereto constitutes approval of a concept plan for the development of the Property.

3.2. **Annexation.** Master Developer, on behalf of Master Developer and its successors and any future owners of the Property, covenants and agrees not to protest an annexation petition initiated under Utah Code § 10-2-403 or otherwise object to an effort to annex the Property into a municipality adjacent to the Property under Utah Code § 10-2-418 so long as: (a) any such annexation will not in any way diminish the Master Developer’s right and ability to develop Property and the Project as provided for in this MDA; and (b) the annexing municipality agrees to adopt the terms and provisions of this MDA, including Exhibits, by ordinance. The Property must be annexed, if at all, in its entirety (i.e. no piecemeal or partial annexations will be permitted). Master Developer and the County shall jointly protest or otherwise object to any attempt to pursue a partial annexation of the Property. Further, notwithstanding annexation of the Property into any municipality, the County’s Vested Laws together with this MDA and its Exhibits will control development of the Property unless Master Developer specifically agrees to the application of the laws of the annexing municipality with respect to any portion of the Project. If the Property is annexed into any municipality, the applicable municipality will be deemed to have assumed and agreed to comply with all obligations of the County set forth in this MDA. In such case, all references to the County will be deemed references to the applicable municipality.

4. **Development of the Property in Compliance with This MDA.**

4.1. **Total Approved Residential Units.** Notwithstanding any contrary provision of the County’s Vested Laws, Master Developer shall be entitled to develop the Total Approved Residential Units and to develop other Intended Uses as specified herein for the Property. For the avoidance of doubt, and without limiting the forgoing, at Buildout, the Project is entitled to have seven hundred twenty-five (725) units. Notwithstanding the foregoing, at Buildout the attached residential products within the Project shall not exceed more than one hundred twenty-five (125) townhomes or row houses and two hundred (200) attached residential products of other configurations. Accessory dwelling units, including accessory dwelling units defined in Utah Code Chapter 27a of Title 17, and whether internal to, or detached from, the

primary Residential Dwelling Unit on any lot within the Project, will not count toward the Total Approved Residential Units. The County will not assess any impact fees in connection with the construction of accessory dwelling units.

4.2. **Allocation of Residential Units.** A proposed allocation of the type and number of Residential Dwelling Units (“**Village Plan**”) is attached hereto as **Exhibit D**. Nevertheless, the parties agree that **Exhibit D** provides some flexibility in the allocation of Residential Dwelling Units within the Project and that Master Developer (or a Sub-Developer as more fully set forth herein) may use the Total Approved Residential Units in connection with the development of any Subdivision (or any approved Commercial Site Plan allowing for residential uses), in its sole and absolute discretion, so long as the number of Residential Dwelling Units provided for in such Subdivision or Commercial Site Plan is consistent with the Village Plan for such Subdivision or Commercial Site Plan.

4.3. **Accounting for Residential Units on Parcels Developed by Master Developer.** At the recordation of a Final Plat or Commercial Site Plan allowing for residential uses or other approved and recorded instrument for any Parcel(s) developed by Master Developer, Master Developer shall provide the County a Development Report in a form substantially similar to the document attached hereto as **Exhibit L** showing the number of Residential Dwelling Units used with such Final Plat or Commercial Site Plan and the number of Residential Dwelling Units remaining with Master Developer for the remaining undeveloped areas of the Project.

4.4. **Accounting for Residential Units for Parcels Sold to Sub-Developers.**

4.4.1 **Conveyance of Any Parcel to a Sub-Developer.** Any Parcel sold by Master Developer to a Sub-Developer shall include the transfer of a specified portion of the Total Approved Residential Units and, for any non-residential use, shall specify the amount and type of any such other use sold with the Parcel. Upon such transfer or conveyance, Master Developer shall provide the County with a notice identifying the ownership of the Parcel(s) sold, the portion of the Total Approved Residential Units and/or other type of use transferred with the Parcel(s), and the amount of the Total Approved Residential Units remaining with Master Developer for the remaining undeveloped areas of the Project.

4.4.2 Return of Unused Residential Units. If any portion of the Total Approved Residential Units transferred to a Sub-Developer are unused by the Sub-Developer at the time the final portion of the Parcels transferred with such Residential Dwelling Units receive Development Application approval (e.g. when all Subdivisions or Commercial Site Plans applicable to such Parcel are transferred to a Sub-Developer), the unused portion of the transferred Residential Dwelling Units shall automatically revert to Master Developer without the requirement of consent from such Sub-Developer or the County. Within a reasonable time thereafter, Master Developer shall file with the County an updated Development Report in a form substantially similar to the document attached hereto as Exhibit L incorporating the unused portion of the transferred Residential Dwelling Units that reverted to Master Developer in the amount of the Total Approved Residential Units remaining with Master Developer.

4.5. **Parcel Sales.** The County acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the sale of a Parcel. The County acknowledges that Master Developer may seek and obtain approval for a Subdivision of any portion of the Project into a Parcel without providing such detailed development information subject to the specific “Parcel Sales” provisions of Section 6.7.

4.6. **Development of Flex Parcels.** The Parties understand and agree that portion of the Project (“**Flex Parcel**”) with the zoning designation of “C-2,” as shown on the Zoning Plan attached hereto as Exhibit C, is designated for commercial development. The Flex Parcel may be used for any permitted or conditional use allowed in the C-2 Zone, as set forth in the County’s Vested Laws together with any uses set forth on the table of approved uses for the Project (“**Table of Uses**”) identified in Section D(3) of the Design Guidelines attached hereto as Exhibit F.

4.7. **Design Guidelines and Standards.** The design guidelines and standards for the Project (“**Design Guidelines**”) are attached hereto as Exhibit F. Notwithstanding any provision of this MDA to the contrary, the parties agree that no supplemental development standards or requirements not expressed in the Design Guidelines, this MDA or the County’s Vested Laws, with respect to landscaping, buffering,

screening, lighting, or any other matter shall be required as a condition precedent for approval of each individual Phase or plat as part of the Development Application process. Notwithstanding anything in the County's Vested Laws to the contrary, the parties agree that any provisions related to the colors, materials, design, aesthetics for the Project, including landscaping standards, but which are not defined by the Design Guidelines, will be governed solely by standards to be adopted by the HOA ("**HOA Aesthetic Standards**"). The HOA Aesthetic Standards will be included in the CC&Rs and enforced by the HOA. Notwithstanding the foregoing, in the event of a conflict between the Design Guidelines and the HOA Aesthetic Standards, the Design Guidelines will control.

5. **Zoning and Vested Rights.**

5.1. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States, and the maximum extent applicable at equity, Master Developer shall have the vested right to develop and construct the Project on the Property in accordance with the County's Vested Laws and the provisions of this MDA, including the Total Approved Residential Units. The parties understand and agree that this MDA may modify, in certain respects, the operation of the Code and the County's Vested Laws pertaining to the Property, and to such an extent that the terms and conditions of the MDA conflict with the Code or the County's Vested Laws, this MDA shall be considered a land use application and an ordinance adopted by the County through its legislative power and operate as an amendment to any portion of the Code that is inconsistent with the terms and conditions of this MDA. The Parties intend that the rights granted to Master Developer under this MDA are contractual and those rights that exist under statute, common law and at equity. The Parties specifically intend that this MDA grants to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code §17-27a-508.

5.2. **Limited Application of County's Future Laws.** Unless otherwise provided in, or amended by, this MDA, the County's Future Laws shall not be applicable to or govern the development of the Property except as provided below. The restrictions on the applicability of the County's Future Laws to the Project are subject to only the following exceptions:

5.2.1 Master Developer's Agreement to Use County's Future Laws. If Master Developer, assignees of Master Developer and/or Sub-Developers agree or elect to be governed by the County's Future Laws instead of the County's Vested Laws with respect to any Development Application or any portion of the Project, then Master Developer, assignees of Master Developer, and/or Sub-Developers will so notify the County in writing. Such written notice will designate with specificity the applicable Development Application or the applicable portion of the Project to which the County's Future Laws will be applicable and the specific portions of the County's Future Laws which Master Developer and/or any Sub-Developer agree may apply to such Development Application. In such case, the County's Future Laws will apply but only to the extent specified in such written designation. Any such agreement will not be deemed a general consent to the application of all of the County's Future Laws in all circumstances. Specifically, any such agreement to the application of portions of the County's Future Laws as to any Development Application or portion of the Project will not be deemed agreement with respect to any other Development Application or any other portion of the Project. Except to the limited extent agreed to by Master Developer, assignees of Master Developer, and/or Sub-Developers, the County's Vested Laws shall continue to govern all Development Applications and all portions of the Project and of the Property.

5.2.2 Compliance with State and Federal Laws. Future laws adopted by the County which are generally applicable to all properties in the County and which are expressly required to comply with State and Federal laws will apply to the Project.

5.2.3 Safety Code Updates. Future ordinances that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare will apply to the extent they are not arbitrarily imposed.

5.2.4 Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons, and entities similarly situated will apply to the Project.

5.2.5 Fees. The Project will be subject to changes in the amounts of fees (but not changes to the times provided in the County's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the County (or a portion of the County as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

5.2.6 Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, imposed and collected may be assessed in connection with Development Applications for the Project.

5.3. **Reserved Legislative Powers**. Master Developer acknowledges that the County is restricted in its authority to limit its police powers by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the County all its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation under its police powers, any such legislation shall only be applied to modify the vested rights of Master Developer based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as codified in Utah Code §17-27a-508. Any such proposed change affecting the vested rights of Master Developer and of the Project shall be of general application to all development activity in the County, and unless, in good faith, the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

5.4. **Term of Agreement**. The term of this MDA shall be for a period of fifteen (15) years or unless earlier terminated or modified by written amendment as set forth below. If, upon the expiration of such fifteen (15) year period Master Developer is not in default of any provision hereof, then the term shall be automatically extended for an additional five (5) years. Notwithstanding the foregoing, this MDA shall

terminate automatically at Buildout. Provisions contained herein that, by their terms, are intended to survive the expiration of this MDA shall remain in full force and effect.

6. **Approval Processes for Development Applications.**

6.1. **Phasing.** The County acknowledges that Master Developer, assignees of Master Developer, and/or Sub-Developers who have purchased Parcels of the Property may submit multiple Development Applications from time-to-time to develop and/or construct portions of the Project in multiple phases. So long as each phase provides for the logical extension of the road system, infrastructure and utilities through the Project, and complies with the terms of this MDA and other applicable provisions of the County's Vested Laws, there shall be no minimum size or minimum number of Residential Dwelling Units required in connection with any such phase. Any phase of the Project may be developed independently of other phases, and the County shall not require any particular sequencing of phases within the Project.

6.2. **Processing Under County's Vested Laws.** Approval processes for Development Applications shall be as provided in the County's Vested Laws except as otherwise provided in this MDA. The County will follow the approval procedures set forth on **Exhibit E**, attached hereto, with respect to Development Applications. The County shall approve Development Applications if they comply with the County's Vested Laws and conform to this MDA.

6.3. **County's Timely in Processing Development Applications.** Notwithstanding any contrary provision of the County's Vested Laws, the County agrees to respond to Development Applications in a timely manner. Specially, notwithstanding Utah Code § 17-27a-509.5(1), the County shall notify the Applicant in writing within forty-five (45) days after the submission of a Development Application whether the Development Application is complete under the County's Vested Laws without the requirement of subsequent written request from the Applicant. Failure to provide written notice to the Applicant will be deemed acknowledgement by the County that the Development Application is complete. If a Development Application is complete, or is deemed complete, then notwithstanding Utah Code § 17-27a-509.5(2) the County will take final action on the Development Application within sixty (60) days after

the date County notifies the Applicant that the Development Application is complete or the date on which the Development Application is deemed complete without the requirement of subsequent written request from the Applicant, except as provided below. If a Development Application requires review at a public meeting, the County will prepare any required staff reports and distribute any required public notices in sufficient time to allow for final action to be taken within such sixty (60) day period. The Applicant may appeal any Denial of a Development Application as provided in the County's Vested Laws and applicable state laws.

6.4. **Outsourcing of Processing of Development Applications.** Within fifteen (15) business days after receipt of a Development Application, and upon the request of the Applicant, the County will confer with the Applicant to determine whether the Applicant desires to have the review of any aspect of the Development Application outsourced to third-party reviewers to ensure that it is processed on a timely basis. If the Applicant determines that such outsourcing is appropriate, then the County shall promptly select a third-party reviewer and estimate the reasonably anticipated cost of outsourcing in a good faith consultation with the Applicant. If the Applicant notifies the County that it desires to proceed with the outsourcing based on the County's estimate of costs, then the Applicant shall deposit in advance with the County the estimated cost and the County shall then promptly proceed with having the work outsourced. When the outsourcing services are complete and the County has provided Applicant with an invoice (and such reasonable supporting documentation as may be requested by Master Developer) for the actual cost of outsourcing, Applicant shall, within fifteen (15) business days thereafter, pay or receive credit (as the case may be) for any difference between the estimated cost deposited for the outsourcing and the actual cost of outsourcing.

6.5. **Final Action on Development Application.** The County will approve a Development Application so long as the Development Application is complete and complies with the provisions of this MDA and the County's Vested Laws (or the County's Future Laws, if applicable). Pursuant to this MDA the Commissioners hereby delegate to the Administrator the authority to accept on behalf of the County the dedication of any roads, utilities, parks, open space, or other items of public infrastructure or public

improvements if the same complies with this MDA and the County's Vested Laws. Any Denial of a Development Application, whether by the Administrator, the Planning Commission, or the Commissioners must be accompanied by written findings of fact and conclusions of law specifying the reasons why the County believes the Development Application is inconsistent with this MDA or the County's Vested Laws (or the County's Future Laws, if applicable).

6.6. Staff Recommendation for Denial of a Development Application. If the County staff intends to deny or recommend denial of a Development Application, the County staff shall provide a written notice containing a detailed explanation to the Applicant of the reasons for recommending denial, specifying the reasons the County staff believes that the Development Application is not consistent with this MDA and/or the County's Vested Laws.

6.7. Meet and Confer Regarding Recommendation of Development Application Denials. Upon receipt of any written notice from the County that the County staff intend to recommend denial of an application, the County and Applicant shall thereafter meet and confer within thirty (30) days in an attempt to resolve the issues specified in the County's recommendation for denial of a Development Application. During such time, the period for taking final action set forth in Section 6.3 will be tolled and the County shall not take any final action on the Development Application unless the Applicant notifies the County that no resolution through the meet and confer process will be forthcoming. As appropriate, the parties may engage the services of a neutral, third-party mediator to assist the parties in the meet and confer process.

6.8. County Denials of Development Applications Based on Denials from Non-County Agencies. If the County's denial of a Development Application is based on the denial of the Development Application by a Non-County Agency, any such denial may be appealed by Master Developer through the appropriate procedures for such a decision as provided in the County's Vested Laws.

6.9. Parcel Sales. To facilitate development of the Project and involvement of Sub-Developers in the development of Off-Site Infrastructure and On-Site Infrastructure, the County agrees to approve a Development Application for Subdivision that does not create any individually developable lots in the Parcel without being subject to any requirement in the County's Vested Laws regarding the completion of,

or security for, the Project Infrastructure at the time such Subdivision is approved, except that the County may require as a part of the Subdivision of the Parcel the construction of perimeter infrastructure such as curb and gutter, sidewalks and fire hydrants if reasonably necessary given (i) the location of the Parcel in relation to other development and (ii) the respective timing of the completion of such developments. The responsibility for completing and providing security for completion of any Project Infrastructure in the Parcel shall be that of the Master Developer or a Sub-Developer upon a further Subdivision of the Parcel that creates individually developable lots.

7. **Public Improvements.**

7.1. **Utilities and Project Infrastructure.** Consistent with Section 9 of this MDA, Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all portions of the Project Infrastructure which are required as a condition of approval of a Development Application.

7.2. **Approval of Infrastructure as a Part of a Development Approval.** Any Development Application for a Subdivision or a Commercial Site Plan shall include a plan for constructing the portion of the Project Infrastructure applicable to such Subdivision or Commercial Site Plan and shall demonstrate that such portions of the proposed Project Infrastructure are compatible with the overall development of the Project at Buildout.

7.2.1 **Review by County.** The County shall promptly review the portion of the proposed Project Infrastructure associated Development Application to determine its consistency with the applicable provisions of the County's Vested Laws, and this MDA.

7.2.2 **Resolution of Disputes Regarding Project Infrastructure.** If the County asserts that the portion of the proposed Project Infrastructure associated with a Development Application is not consistent with the applicable provisions of the County's Vested Laws and with this MDA, then any such dispute shall be subject to the meet and confer provisions of Section 6.7.

7.3. **Construction Prior to Completion of Infrastructure.** Anything in the Code notwithstanding, Master Developer may obtain building permits for Residential Dwelling Units prior to the

installation of all Project Infrastructure required to be eventually completed so long as such installation is secured with a completion assurance or guaranty. Any such completion guaranty will be consistent with the relevant provisions of the County's Vested Laws provided, however, that the County agrees that the completion guaranty may be in the form of a surety bond issued by an entity appropriately credentialed to provide such bonds in the State of Utah.

8. **Open Space.** Master Developer shall preserve or improve, at no cost to the County, the Open Space for the Project as generally outlined and depicted and described in the plan ("**Open Space Plan**") attached hereto as **Exhibit H.**

8.1. **Requirement for Open Space.** Provided the components of Open Space for the Project are substantially similar to those generally depicted and described in the Open Space Plan and comply with the standards listed below in this Section 8.2, the County shall not require any additions, amendments or modifications of the same in connection with any Development Application.

8.1.1 **Make Up of Open Space.** Notwithstanding any contrary provision of this MDA, Master Developer shall not be required to preserve Open Space other than as provided in the Open Space Plan. The Open Space Plan specifies the portions of the Project which will consist of Open Space. The Open Space Plan also identifies the portions of Open Space which will be dedicated to the County (and which will be open to the public) and the portions of the Open Space which will be dedicated to the HOA (which may be open only to members of the HOA). Any Development Application shall specify portions of the Open Space included in such application, which shall be substantially similar to the provisions of the Open Space Plan. If not already constructed, Master Developer shall provide a completion assurance or guaranty to secure the completion of such Open Space.

8.1.2 **Identification of Public Amenities.** The Open Space Plan identifies the amenities which will be constructed in the areas of Open Space which will be dedicated to the County; provided, however, that Master Developer reserves the right to make reasonable substitutions or modifications to the nature of such amenities in the event of material shortages, labor shortages, supply chain delays, or other force majeure-type circumstances. Master Developer also has the right to modify or amend the order in

which such public amenities are constructed consistent with a phasing or development plan adopted by Master Developer for the Project. The photos of amenities included in the Open Space Plan are illustrative only, and the actual amenities constructed may vary in terms of size, color, materials, configuration, etc.

8.1.3 HOA Amenities. In the portion of the Open Space which will be dedicated to the HOA, Master Developer may construct amenities such as pools, hot tubs, club houses, restrooms / changing rooms, playgrounds, play equipment, lawn areas, fitness equipment, etc. Such amenities are hereby deemed to be approved uses for the Open Spaces. However, notwithstanding contrary provision of the Open Space Plan or this MDA, the Master Developer has discretion to determine the specific amenities to be constructed within the portion of the Open Space which will be dedicated to and maintained by the HOA and Master Developer's determination not subject to the consent of the County.

8.1.4 Trails. The trails within the Project will be consistent with the Open Space Plan. Master Developer shall provide the right of way for future trails with connections to adjacent properties generally consistent with the Open Space Plan. Nevertheless, the location of the connection to adjacent properties will be left to Master Developer's sole discretion; provided, however, the trails shall have at least one connection that extends east/west across the entire Property, and at least one such north/south connection across the entire Property. Nothing in this MDA will prevent Master Developer from constructing more trails than are shown on the Open Space Plan for the portion of the Open Space to be dedicated to, owned by, and maintained by the HOA.

8.2. **Dedication and Ownership of Open Space**. The Open Space Plan will designate those portions of the Open Space which will be dedicated to, owned by, and maintained by the County, and those portions of the Open Space which will be dedicated to, owned by, and maintained by an HOA. Any portion of the Open Space shown on the Open Space Plan which is intended to be dedicated to the County will be transferred by a dedication pursuant to plat recordation for public use, and such Open Space may be dedicated in phases at the sole discretion of Master Developer. The HOA may elect to allow public use the portions of the Open Space which is dedicated to the HOA at the sole discretion of the HOA. Without limiting the foregoing, the HOA will have no obligation to provide access to pools, clubhouses, or any other

portion of the Open Space owned and maintained by the HOA. At such time Master Developer dedicates, and the County accepts, any Open Space, the County will be responsible for all maintenance associated with the portions of the Open Space accepted by the County. Said dedication to the County will be by plat recordation or deed which shall be at no cost to the County and without any financial encumbrance or other encumbrance (including easements) which unreasonably interferes with the use of such Open Space by the public.

8.3. **Reporting and Tracking of Open Space.** As part of the review and approval of any Development Application, any Open Space, Pocket Park, or trail either inside or adjacent to the Parcel which is included in the scope of the Development Application shall be depicted as set forth in Section 8.1.1.

8.4. **Maintenance Standards.** Any Open Space dedicated to, and owned by, a HOA will be maintained according to commercial reasonable standards; provided, however, that any such maintenance standards shall not be required to exceed the standards which the County employs in connection with Open Space dedicated to, and owned by, the County.

8.5. **Tax Benefits.** The County acknowledges that Master Developer and/or a Sub-Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring Open Space and/or trails to the County or to a charitable organization. Master Developer and/or Sub-Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer and/or Sub-Developer by reason of the foregoing. The County shall reasonably cooperate with Master Developer and/or Sub-Developer to the maximum extent allowable under law to allow Master Developer and/or Sub-Developer to take advantage of any such tax benefits.

9. **Public Infrastructure.** Certain components of the Project Infrastructure which Master Developer will construct for the Project, specifically the right of way improvements, are set forth on the plan for Project Infrastructure (“**Infrastructure Plan**”) which is attached hereto as **Exhibit G** and as otherwise required

under the County's Vested Laws.² All Project Infrastructure will be constructed in accordance with the standards and specifications set forth in the County's Vested Laws except as follows: (a) roads within the Project will be constructed pursuant to the road standards for Project ("**Road Standards**") which are attached hereto as **Exhibit I**; and (b) the trails within the Project will be consistent with Open Space Plan.

9.1. **System Improvements.** The parties agree that any portions of the Project Infrastructure which Master Developer constructs and which provides capacity in excess of what is necessary for the Project will be considered "system improvements" as that term is used in the Utah Impact Fees Act, Utah Code § 11-36a-101 et seq., and that Master Developer will be entitled to reimbursement for the cost of designing and constructing all system improvements whether or not designated as such on the Infrastructure Plan. Any system improvements which are constructed by Master Developer will be eligible for reimbursement from the County upon completion of the same by Master Developer and acceptance of the same by the County. The reimbursement for the cost of designing and constructing such system improvements will be payable in cash to Master Developer, including with sequestered impact fees, as defined below. However, Master Developer may, at Master Developer's sole discretion, elect to receive such reimbursement in the form of credits against the payment of Impact Fees that would otherwise be payable in connection with any Development Application ("**Impact Fee Credits**"). Any Impact Fee Credits which Master Developer elects to receive may be used by Master Developer or assigned to third-parties at Master Developer's election. If any portion of the system improvements are not currently included on the County's current Impact Fees Facilities Plan ("**IFFP**"), the County agrees to amend its IFFP to include such system improvements. Nevertheless, the County's failure to do so will not affect the County's obligation to reimburse Master Developer according to the terms of this section, it being agreed that the County's obligations set forth herein are contractual.

9.2. **Impact Fees.** The County agrees that any Impact Fees paid to the County in connection with Development Applications for the Project will be sequestered and used first to reimburse Master

² Because the planning for the Project is still ongoing, the Infrastructure Plan does not identify the complete scope of Project Infrastructure which will be constructed within the Project.

Developer for any applicable system improvements constructed by Master Developer which relate to the nature of such impact fees. For the avoidance of doubt, and by way of example, if impact fees applicable for roadway improvements are collected with respect to Development Applications for the Project, such fees shall be sequestered and shall be immediately available to reimburse Master Developer for the costs of designing and constructing system improvements.

9.3. On-Site Infrastructure.

9.2.1. Installation and Construction of On-Site Infrastructure. Master Developer and/or Sub-Developer shall design and construct or cause to be constructed and installed all portions of the On-Site Infrastructure shown on the Infrastructure Plan pursuant to the standards set forth in the County's Vested Laws; provided that the roads will be constructed pursuant to the Road Standards and trails will be consistent with the Open Space Plan.

9.2.2. Financing of Project Infrastructure. Master Developer and/or Sub-Developer will construct the On-Site Infrastructure and Off-Site Infrastructure; provided, however, that the cost of designing and constructing any system improvements will be reimbursable as provided in Section 9.1 of this MDA whether or not so designated on the Infrastructure Plan attached hereto as **Exhibit G**. Nothing herein shall prohibit or restrict Master Developer from entering into private agreements with Sub-Developers regarding the allocation of costs of Project Infrastructure among multiple Sub-Developers of the Property. To assist in funding the cost of the Project Infrastructure that is the responsibility of Master Developer and/or a Sub-Developer, the County shall, at the request of Master Developer and/or a Sub-Developer, cooperate in applying for, facilitating the creation of, or otherwise obtaining the following: (a) one or more Public Infrastructure Districts under Title 17D of the Utah Code; (b) one or more Community Development Projects and/or Economic Development Projects under Title 17C of the Utah Code; (c) one or more Basic Local Districts under Title 17B of the Utah Code; (d) one or more Assessment Areas under Title 11, Chapter 42 of the Utah Code; (e) development, infrastructure, or project grants provided by any

local, interlocal, state, or federal entity or agency; and/or (e) other reasonable financing mechanisms requested by Master Developer and/or a Sub-Developer. The foregoing will not preclude Master Developer from seeking to annex the Project into the Taylor West Weber Park District, or any other applicable local district, and receiving any benefits, contributions, impact fees, etc., which such district may provide to the Project.

9.2.3. **No Additional Off-Site Infrastructure Requirements.** Except as permitted pursuant to the County's Vested Laws or as shown on the Infrastructure Plan attached hereto as **Exhibit G**, the County shall not, directly or indirectly in connection with a Development Application: (a) charge Master Developer, its affiliates or successors, Sub-Developers or the Property any development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for Off-Site Infrastructure; or (b) require any the construction or installation of any additional Off-Site Infrastructure.

9.4. **Water.** Master Developer shall be responsible to work with applicable culinary and secondary water providers or service districts to obtain a statement from such providers or districts committing to provide water service to the Property (each, a "**Will Serve Letter**"). Master Developer will provide copies of all applicable Will Serve Letters to the County prior to the County approving any Applications for building permits for the Project. Master Developer and any Sub-Developers shall not be required to dedicate or convey any water to the County or to pay to the County any fee, charge or assessment related to acquiring or providing such water. Notwithstanding any contrary provision of this MDA, the County will have no obligation to reimburse Master Developer for any system improvements which are dedicated to, owned by, and maintained by, culinary and secondary water providers or service districts that have provided Will Serve Letters for the Project.

9.5. **Project Discharge of Stormwater.** The County' acknowledges and agrees that the Property has historically discharged stormwater into the drainage slough which runs south to north and which borders the Property on the eastern edge of the Property in a location shown on the Drainage Plan attached hereto as **Exhibit J** ("**Existing Drainage Slough**"). The parties acknowledge that the Existing

Drainage Slough retains sufficient capacity for the expected discharge needs of the Project and the Project Infrastructure will include designs to conduct excess storm water from the Project into the Existing Drainage Slough. The Master Developer agrees to provide adequate detention within the Project to not exceed historical flows of irrigation and storm runoff into the Existing Drainage Slough. The release rate from the Project will not exceed 0.2 cubic feet per second (CFS) per acre. The County agrees to cooperate with Master Developer's efforts to obtain any third-party consents necessary to discharge stormwater into the Existing Drainage Slough including, without limitation, by asserting on behalf of Master Developer the right for the Project to discharge stormwater into the Existing Drainage Slough consistent with this Section should any municipality assert the right to regulate the flows into, or related to, the Existing Drainage Slough.

10. **Cable TV/Fiber Optic/Data/Communications Service.** To the extent conduits are not provided as part of the Project Infrastructure, subject to all applicable Federal and State laws, Master Developer and/or a Sub-Developer may install or cause to be installed underground all conduits and cable service/fiber optic lines within the Project and underneath any public streets at no expense to the County. In such an event, the County agrees not to charge Master Developer and/or Sub-Developer any fees or costs associated with the installation of such conduits and cable, including any fees associated with permits or the County's approval. Any and all conduits, cable, lines, connections and lateral connections (except for conduit installed for public utilities, such as power, natural gas, culinary water, and sanitary sewer, that are installed as part of the portions of the Project Infrastructure, which will be owned by the County) shall remain the sole and exclusive property of Master Developer or cable/fiber optic provider even though the roadways in which the cable/fiber optic lines, conduits, connections and laterals are installed may be dedicated to the County, and Master Developer hereby reserves an easement on, through, over, across, and under such publicly dedicated right-of-way for such conduits and cables. Master Developer or any Sub-Developer may contract with any data/communications/cable TV/fiber optic provider of its own choice and grant an exclusive access and/or easement to such provider to furnish cable TV/fiber optic services for those dwelling units or other uses on the Project, so long as the property is private and not dedicated to the public.

The County may charge and collect all taxes and/or fees with respect to such cable service and fiber optic lines as allowed under State Law.

11. **CC&Rs.** The Homeowners Association(s) shall be responsible for the implementation and enforcement of the CC&Rs and the Design Guidelines. The CC&Rs may be amended by the processes specified in the CC&Rs without any requirement of approval of such amendments by the County; provided, however, no such amendment which violates this MDA will be effective without the written consent of the County. Other than building permits issued to Master Developer, which will not require certification by the HOA, prior to the issuance of any building permits for residential, business, commercial or recreational uses, but excluding infrastructure, the HOA's architectural control subcommittee established by the CC&Rs shall certify to the County that the proposed permit complies with the Design Guidelines. The County will have no duty or obligation to enforce any provisions of the CC&Rs or the Design Guidelines.

12. **Payment of Fees.** Master Developer and/or a Sub-Developer shall pay to the County all fees, including, but not limited to, plan review fees, Impact Fees, hookup fees and inspection fees. Such fees shall be in amounts specified in the County's Vested Laws, or, as applicable the County's Future Laws. However, the timing of the imposition and collection of such fees shall be governed by the County's Vested Laws.

13. **Construction Standards and Requirements.**

13.1. **Building and Grading Permits.** No buildings or other structures shall be constructed within the Project without Master Developer and/or a Sub-Developer first obtaining building permits. Master Developer and/or a Sub-Developer may apply for and obtain a grading permit following preliminary approval by the Planning Commission of a Commercial Site Plan or a Subdivision Plat if Master Developer and/or a Sub-Developer has submitted and received approval of a site grading plan from the County Engineer. All such permits will be issued if Master Developer and/or a Sub-Developer comply with the terms of this MDA and the County's Vested Laws.

13.2. **County and Other Governmental Agency Permits.** Before beginning construction or development of any buildings, structures or other work or improvements upon any portion of the Project,

Master Developer or a Sub-Developer shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the County or any other governmental entity having jurisdiction over the work. The County shall reasonably cooperate with Master Developer or a Sub-Developer in seeking to secure such permits from other governmental entities.

14. **Provision of Services.** The County shall provide all County services to the Project that it provides from time-to-time to other residents and properties within the County including, but not limited to, police and other emergency services. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to other residents and properties in the County.

15. **Default.** Before any party will be deemed to be in Default under the terms of this MDA, the party asserting a default will give written notice of the alleged Default (“**Notice of Default**”) pursuant to Section 15.1 and Section 15.2, and the defaulting party will have the opportunity to cure the same. The Cure Period for administrative Defaults as set forth in Section 15.3. An exception to the requirement for a Cure Period for emergency defaults is set forth in Section 15.4. An option for a meet and confer process available in certain circumstances is set forth in Section 15.5. The public process required before the County imposes remedies for an alleged default is set forth in Section 15.6. The remedies available to the parties for an uncured Default are set forth in Section 15.7.

15.1. **Notice.** If Master Developer or a Sub-Developer or the County fails to perform their respective obligations hereunder or to comply with the terms hereof or otherwise materially breaches this MDA, the party believing that a Default has occurred shall provide a Notice of Default to the other party. If the County believes that the Default has been committed by a Sub-Developer, then the County shall also provide a courtesy copy of the Notice of Default to Master Developer.

15.2. **Contents of the Notice of Default.** The Notice of Default shall:

(a) Claim of Default. Specify the claimed event of Default and describe all facts describing or supporting the allegation of Default.

(b) Identification of Provisions. Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this MDA that the defaulting party is alleged to have breached or failed to comply with.

(c) Specify Nature of Default. Identify whether the Default is claimed to be administrative or substantive. For purposes of this MDA, the following constitute an administrative Default: (i) the failure to pay any sums when the same are due under the terms of this MDA; (ii) the failure to approve a Development Application within the timeframe required by this MDA. For purposes of this MDA, a substantive Default is any other material breach of the parties' obligations under this MDA.

15.3. **Cure Period.** After receipt of any Notice of Default, the defaulting party will have the period set forth in this paragraph ("**Cure Period**") within which to cure the alleged Default before the non-defaulting party can exercise remedies under Section 15.7. For an administrative Default, the Cure Period will be five (5) business days. For a substantive Default, the Cure Period will be sixty (60) days; provided, however, that if any substantive Default cannot be reasonably cured within sixty (60) days, then the Cure Period shall be extended so long as the defaulting party commenced a cure within such sixty (60) days and is pursuing a cure with reasonable diligence.

15.4. **Emergency Defaults.** Anything in this MDA notwithstanding, if the Commissioners find on the record at a duly noticed public meeting that a default presents an imminent risk to public health or safety, and that any delays in imposing a remedy for such a default would exacerbate risks to public health or safety, then the County may impose the remedies of Section 15.7 without satisfying the requirements of Section 15.5 or Section 15.6. The County shall give Notice to the Master Developer and/or any applicable Sub-Developer of any public meeting at which an emergency default is to be considered and the Master Developer and/or any applicable Sub-Developer shall be allowed to address the Commissioners at that meeting regarding the claimed emergency Default.

15.5. **Meet and Confer for Substantive Defaults.** If the Notice of Default identifies a substantive Default, and the party receiving a Notice of Default believes that no facts giving rise to a Default have occurred, then prior to the expiration of the Cure Period such party may provide to the other party written notice that allegations of Default are disputed (“**Notice of Dispute**”). Upon delivery of a Notice of Dispute, the parties shall engage in the “Meet and Confer” process specified in Section 6.7 with respect to the allegations of Default. Upon delivery of a Notice of Dispute, neither party will be entitled to exercise remedies for the alleged Default unless the parties have engaged in the Meet and Confer process, no resolution has occurred, and the alleged Default remains uncured.

15.6. **Public Meeting.** Except as otherwise provided in this MDA, before any remedy in Section 15.7 may be imposed by the County: (a) the party allegedly in Default shall be afforded the right to attend and present evidence at a public meeting before the Commissioners and address the claimed Default. The Commissioners must find, on the record, that a default has occurred, and that the County is authorized to pursue one of the remedies set forth in Section 15.7.

15.7. **Remedies.** If the defaulting party has not cured the alleged default within the Cure Period, or the parties are not able to resolve the alleged default by the “Meet and Confer” process, then the parties may exercise any of the following as the parties’ exclusive remedies:

15.7.1. Legal Remedies. The rights and remedies available at law and in equity, including injunctive relief and specific performance, including monetary damages which may be asserted before a court or in binding arbitration as provided in Section 15.9.

15.7.2. Development Applications. If the Default is on the part of the Master Developer or a Sub-Developer, then the County may, notwithstanding Section 6.3, withhold approval for any Development Applications submitted by such defaulting party which pertain or relate to the same facts or conduct which gave rise to the Default. However, no approvals may be withheld with respect to any other Development Applications, including Development Applications submitted by any non-defaulting party.

15.7.3. Self-Help. In the event of a Default by the County, to the extent possible, Master Developer and/or Sub-Developer shall perform the County’s obligations. In such an event, the County shall

reimburse Master Developer and/or Sub-Developer for the costs incurred associated with the performance of the County's obligations within ten (10) days after written demand. If the County fails to reimburse Master Developer and/or Sub-Developer within such ten (10) day period, the amount due shall accrue interest at the Interest Rate. Notwithstanding the foregoing, if any amount owed by the County to Master Developer and/or the Sub-Developer is not paid within ninety (90) days after such amount is due, Master Developer and/or the Sub-Developer shall have the right to exercise any remedies available under this MDA, at law or in equity against the County.

15.7.4. Enforcement of Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

15.8. **Sub-Developer Default**. Notwithstanding any contrary provision of this MDA, no default on the part of a Sub-Developer will be deemed a default on the part of Master Developer or any other Sub-Developer. In the event of a default on the part of a Sub-Developer, the County will have no right to exercise any of the rights available under Section 15.6 with respect to Master Developer or any other Sub-Developer

15.9. **Binding Arbitration**. In the event of any dispute regarding the interpretation or enforcement of this MDA, including an action for remedies set forth in Section 15.7 if the conditions for asserting such remedies have been satisfied, the parties may elect to pursue binding arbitration under the auspices of the American Arbitration Association ("AAA"). Likewise, if any party elects to pursue a claim in court, the other party may compel arbitration with the AAA pursuant to this provision. In any such proceeding, the parties agree that the AAA's commercial arbitration and mediation rules will apply. The parties further agree that notwithstanding the dollar amount of any claim, the AAA's expedited procedures (rules E-1 through E-10) will apply to the fullest extent possible. The parties will select a single arbitrator whose decision in the matter or matters presented will be final. If the parties cannot agree on an arbitrator, the parties will each select a third-party delegate who is a licensed member of the Utah State Bar, and those delegates will jointly select the single arbitrator. The parties agree that the venue for any arbitration will be Weber County or Salt Lake County, State of Utah.

16. **Notices.** All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To Master Developer: JDC Ranch Properties, LLC

[Insert Address]

With a copy to: Kirton McConkie
Attn: Loyal C. Hulme
50 E. South Temple Street, Suite 400
Salt Lake City, Utah 84111

To the County:

With a copy to:

16.1. **Effectiveness of Notice.** Except as otherwise provided in this MDA each Notice shall be effective and shall be deemed delivered on the earlier of:

16.1.1. **Physical Delivery.** Its actual receipt if delivered personally, by courier service, or by facsimile, provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice.

16.1.2. **Electronic Delivery.** Its actual receipt if delivered electronically by email, provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice.

16.1.3. **Mail Delivery.** On the day, the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

17. **Administrative Actions.**

17.1. **Allowable Administrative Actions.** The following modifications to this MDA may be considered and approved by the Administrator and shall be approved if not materially detrimental to the purposes of this MDA.

17.1.1. Infrastructure. Modification of the location and/or sizing of the Project Infrastructure that does not materially change the functionality of the Project Infrastructure.

17.1.2. Rights-of-Way. Right-of-way modifications that do not involve the altering or vacating of a previously dedicated public right of way.

17.1.3. Design Guidelines. Modifications of the Design Guidelines.

17.1.4. Technical Edits. Minor technical edits or inconsistencies necessary to clarify or modify documents consistent with their intended purpose.

17.1.5. Building Permits. The issuance of Building Permits.

17.1.6. Open Space. The configuration and phasing of the portion of Open Space to be dedicated to the County.

Except with respect to the listed Administrative Actions described in Section 17.1 above, all other reviews, actions, approvals, and/or consents with respect to a Development Application concerning a portion of the Property shall be deemed and considered Material Actions and shall be processed in accordance with the County's Vested Laws and this MDA.

17.2. **Application to Administrator.** Applications for Administrative Action shall be filed with the Administrator.

17.2.1. Administrator's Review of Administrative Action. The Administrator shall consider and decide upon all applications for Administrative Action within 30 days of the filing of such application.

17.2.2. Notification Regarding Administrator's Disapproval. If the Administrator intends to disapprove any Administrative Action, the Administrator shall notify the Master Developer in writing of the proposed disapproval.

17.2.3. Appeal of Administrator's Denial of Administrative Action. If the Administrator denies any proposed Administrative Action, the Applicant may appeal the denial and process the proposed Administrative Action as a Modification Application. On appeal, the Commissioners shall evaluate the application as provided in this Section 17.

18. **Amendment.** Except for Administrative Actions, any future amendments to this MDA shall be considered as Modification Applications subject to the following processes.

18.1. **Who may Submit Modification Applications.** Only the County and Master Developer or an assignee that succeeds to all of the rights and obligations of Master Developer under this MDA (and not including a Sub-Developer) may submit a Modification Application.

18.2. **Modification Application Contents.** Modification Applications shall:

18.2.1. Identification of Property. Identify the property or properties affected by the Modification Application.

18.2.2. Description of Effect. Describe the effect of the Modification Application on the affected portions of the Project.

18.2.3. Identification of Non-County Agencies. Identify any Non-County agencies potentially having jurisdiction over the Modification Application.

18.2.4. Map. Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Uses and density of all such properties.

18.3. **County Cooperation in Processing Modification Applications.** The County shall cooperate reasonably in promptly and fairly processing Modification Applications.

18.4. **Planning Commission Review of Modification Applications.**

18.4.1. Review. All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in light of the nature and/or complexity of the Modification Application.

18.4.2. Recommendation. The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding effect on the consideration of the Modification Application by the Commissioners.

18.5. **Commissioners' Review of Modification Application**. After the Planning Commission, if required by law, has made, or been deemed to have made its recommendation of the Modification Application the Commissioners shall consider the Modification Application.

18.6. **Commissioners' Denial of Modification Applications**. If the Commissioners do not approve the Modification Application, the Commissioners shall provide a written explanation advising the Applicant of the reasons for denial including specifying the reasons the County believes that the Modification Application is not consistent with the intent of this MDA and/or the County's Vested Laws.

18.7. **Meet and Confer Regarding Modification Applications**. The Commissioners and Master Developer shall meet within fifteen (15) business days of any denial to resolve the issues presented by the Modification Application and any of the Commissioners' concerns.

19. **Estoppel Certificate**. Upon fifteen (15) business days' prior written request by Master Developer or a Sub-Developer, the County will execute an estoppel certificate to any third party seeking to purchase all or a portion of the Property or lend funds against the same in a form reasonably acceptable to Master Developer and/or a Sub-Developer certifying that Master Developer or a Sub-Developer, as the case maybe, at that time is not in default of the terms of this MDA.

20. **Entire Agreement. This MDA, and all Exhibits thereto, is the entire agreement between the Parties** and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

21. **Headings**. The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidence of intent.

22. **No Third-Party Rights/No Joint Venture**. This MDA does not create a joint venture relationship, partnership or agency relationship between the County and Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The parties acknowledge that this MDA refers

to a private development and that the County has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the County has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the County's.

23. **Assignability**. The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part by Master Developer as provided herein.

23.1. **Certain Sales not an Assignment**. Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, Sub-Developers, or homeowners shall not be deemed to be an "assignment" unless specifically designated an assignment by Master Developer.

23.2. **Related Party Transfer**. Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" unless specifically designated as such an assignment by Master Developer. Master Developer shall give the County Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the County with all necessary contact information for the newly responsible party.

23.3. **Notice**. Master Developer shall give Notice to the County of any proposed assignment and provide such information regarding the proposed assignee that the County may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the County with all necessary contact information for the proposed assignee.

23.4. **Approval**. Master Developer may assign the rights and obligations hereunder without the County's consent to any person or entity who agrees in writing to assume such rights and obligations. Any other assignment must be approved by the County. Unless the County objects in writing within twenty (20) business days the County shall be deemed to have approved of and consented to the assignment.

23.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

23.6. **Grounds for Denying Assignment.** When the County's consent is required, the County may only withhold its consent if the County is not reasonably satisfied of the assignee's ability to perform the obligations of Master Developer proposed to be assigned. Any refusal of the County to accept an assignment shall be subject to the "Meet and Confer" process specified in Section 6.5.

23.7. **Assignee Bound by this MDA.** Any assignee shall be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment.

24. **Binding Effect.** If Master Developer sells or conveys Parcels of land to Sub-Developers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Intended Uses, configurations, and Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the County when owned by Master Developer and as set forth in this MDA without any required approval, review, or consent by the County except as otherwise provided herein.

25. **No Waiver.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

26. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

27. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this MDA which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; pandemics, acts of nature, drought (including weather conditions that delay or prevent

the installation of certain landscaping), governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires 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.

28. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

29. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this MDA, the County, and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and Master Developer. The initial representative for the County shall be the Administrator and the initial representative for Master Developer shall be Bryan Bayles. The parties may change their designated representatives by written Notice.

30. **Mutual Drafting.** Each party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against either party based on which party drafted any particular portion of this MDA.

31. **Applicable Law.** This MDA is entered into in Weber County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

32. **Venue.** Any action to enforce this MDA shall be brought only in the Second Judicial District Court for the State of Utah, Weber County.

33. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land.

34. **Authority.** The parties to this MDA each warrant that they have all the necessary authority to execute this MDA. Specifically, on behalf of the County, the signature of the Chair of the County Commissioners for the County is affixed to this MDA lawfully binding the County pursuant to Resolution No. _____ adopted by the County on _____, 2022.

[Signatures Follow]

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

Master Developer:

JDC Ranch Properties, LLC,
a Utah limited liability company

By: _____

Its: _____

Date: _____

State of Utah)
 ss.
County of Weber)

The foregoing was acknowledged before me this _____ day of _____, 2022, by _____,
the _____ of JDC Ranch Properties, LLC, a Utah limited liability company.

Notary Public

Weber County Commission

By: _____
Chairman

Date: _____

Attest: _____

County Clerk

This MDA is approved as to form and is further certified as having been lawfully adopted by the
County by the signature of the County Attorney.

County Attorney:

Date: _____

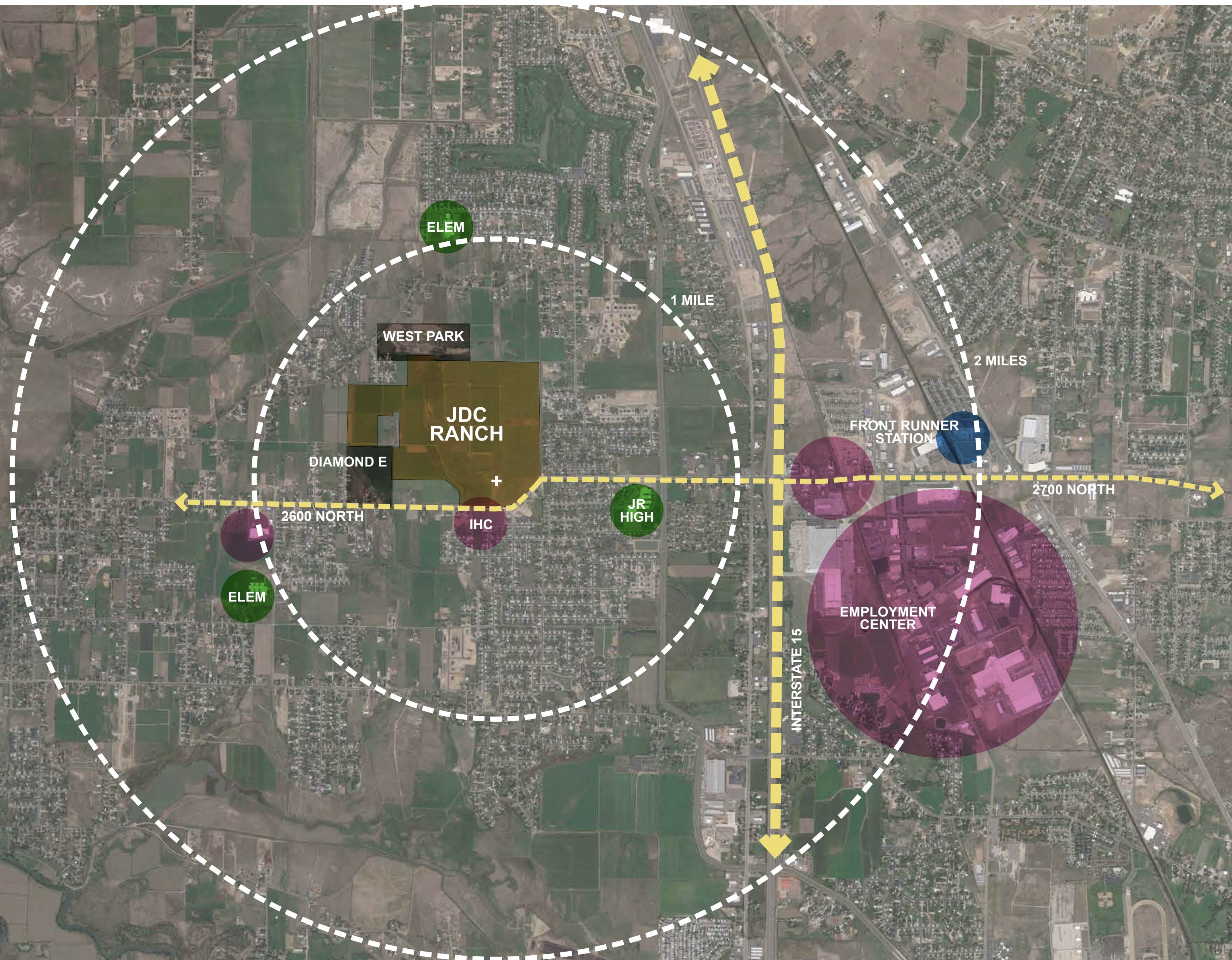
TABLE OF EXHIBITS

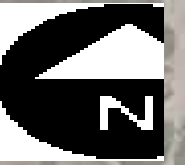
<u>Exhibit A</u>	Legal Description of the Property
<u>Exhibit B</u>	Table of Definitions
<u>Exhibit C</u>	Zoning Plan
<u>Exhibit D</u>	Village Plan
<u>Exhibit E</u>	Approval Process
<u>Exhibit F</u>	Design Guidelines
<u>Exhibit G</u>	Infrastructure Plan
<u>Exhibit H</u>	Open Space Plan
<u>Exhibit I</u>	Road Standards
<u>Exhibit J</u>	Drainage Plan
<u>Exhibit K</u>	County's Vested Laws
<u>Exhibit L</u>	Development Report

EXHIBIT A

(Legal Description of Property)

LEGAL DESCRIPTION TO BE ADDED





NORTH PLAIN CITY ROAD

JDC RANCH
236.621 ACRES

2600 North

2700 North

EXHIBIT B

(Table of Definitions of Terms)

Act means the County Land Use, Development, and Management Act, Utah Code §§ 17-27a-101, *et seq.*, in effect as of the date of this MDA.

Administrative Action means and includes the actions related to this MDA that may be approved by the Administrator as provided in Section 17.

Administrator means the director of the County's planning department, who is the person designated by the County as the Administrator of this MDA.

Applicant means a person or entity submitting a Development Application, a Modification Application, or a request for an Administrative Action.

Building Permit means a permit issued by the County to allow construction, erection or structural alteration of any building, structure, private or public infrastructure, or Project Infrastructure on any portion of the Project, or to construct any Off-Site Infrastructure.

Buildout means the completion of all of the development, including all infrastructure, Residential Dwelling Units, Open Space, trails, and Pocket Parks, on all of the Property for all of the Project.

CC&Rs means the Conditions, Covenants and Restrictions regarding certain aspects of design and construction on the Property to be recorded in the chain of title on the Property.

Code means the portion of the County's Vested Laws containing the County's land use regulations adopted pursuant to the Act.

Commercial Site Plan means a plan identifying the use of commercial space included in a Development Application for any portion of the Project with a commercial zoning designation.

Commissioners means the elected County Commissioners of the County.

County means Weber County, a political subdivision of the State of Utah.

County Consultants means those outside consultants employed by the County in various specialized disciplines such as traffic, hydrology, legal or drainage for reviewing certain aspects of the development of the Project.

County Infrastructure means the portion of the Project Infrastructure for which the County is responsible as set forth in this MDA and Infrastructure Plan.

County's Future Laws means the ordinances, policies, standards, procedures and processing fee schedules of the County which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may be applicable to the Development Application depending upon the provisions of this MDA.

County's Vested Laws means the ordinances, policies, standards and procedures of the County related to zoning, subdivisions, development, public improvements and other similar or related matters that were in effect as of the date of this MDA, as more particularly described in **Exhibit K**.

Default means an uncured breach of this MDA.

Denied or **Denial** means a formal denial issued by the final decision-making body of the County for a particular type of Development Application but does not include review comments or "redlines" by County staff.

Development Application means an application to the County for development of a portion of the Project including a Subdivision, a Commercial Site Plan, a Building Permit or any other permit, certificate or other authorization from the County required for development of the Project.

Development Report means a report in a form substantially similar to the document attached hereto as **Exhibit L** containing the information specified in Sections 4.3 and 4.4 submitted to the County by Master Developer for the development by Master Developer of any Parcel or Sub-Area.

Development Standards means the standards approved by the County as a part of the County's Vested Laws controlling certain aspects of the design and construction of the development of Property including setbacks, building sizes, height limitations, parking, and signage, and the design and construction standards for buildings, roadways, and infrastructure.

Dwelling, Short-Term Rental, or Lease means the use, occupancy, rent or lease, for direct or indirect remuneration, of a Residential Dwelling Unit for an effective term of less than thirty (30) days.

Final Plat means the recordable map or other graphical representation of land prepared in accordance with Utah Code § 17-27a-603, and the County's subdivision ordinance which has been approved by the County, effectuating a Subdivision of any portion of the Property.

Hard Costs means the actual reasonable cost associated with the installation and construction of the Project Infrastructure, including the costs of materials, contractor's insurance, and contractor's overhead.

Homeowner Association(s) (or "HOA(s)") means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

Impact Fees means those fees, assessments or payments of money imposed by the County as a condition on development activity as specified in Utah Code §§ 11-36a-101, *et seq.*

Intended Uses means those permitted and conditional which are allowed in applicable zones for the Project, as shown on the Village Plan, or as set forth in the County's Vested Laws and on the Table of Uses.

Interest Rate means the interest rate of eight percent (8%) per annum.

Master Developer means JDC Ranch Properties LLC, a Utah limited liability company, and its assignees or transferees as permitted by this MDA.

MDA means this Master Development Agreement including all Exhibits.

Modification Application means an application to amend, modify or supplement this MDA (not including those changes which may be made by Administrative Action).

Non-County Agency means a governmental or quasi-governmental entity, other than those of the County, which has jurisdiction over the approval of any aspect of the Project.

Notice means any notice to or from any party to this MDA that is either required or permitted to be given to another party.

Off-Site Infrastructure means those items of public or private infrastructure specified in the Infrastructure Plan necessary for development of the Property such as roads and utilities that are not on the site of any portion of the Property. Off-Site Infrastructure may include both “System Improvements” and “Project Improvements” as those terms are defined in the Utah Impact Fees Act, Utah Code § 11-36a-101 et seq.

On-Site Infrastructure means those items of public or private infrastructure as a condition of the approval of a Development Application that are necessary for development of the Property such as roads or utilities and that are located on that portion of the Property which is subject to a Development Application, excluding any Off-Site Infrastructure. On-Site Infrastructure may include both “System Improvements” and “Project Improvements” as those terms are defined in the Utah Impact Fees Act, Utah Code § 11-36a-101 et seq.

Open Space means meaningful areas of the Property or Project that are preserved for open space, trails, playgrounds including Pocket Parks, recreation areas, clubhouses, amenities, pools, tennis or basketball courts, wetland preservation and riparian and forested enhancements, storm water detention areas, natural areas or areas of native vegetation, trails and similar improvements, including parking and access for such amenities. The proposed Open Space for the project is described in greater particularity on **Exhibit H** attached hereto.

Parcel means a Sub-Area of the Project proposed in a Development Application for development of a particular type of Intended Use that is not an individually developable lot.

Phase means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.

Planning Commission means the County’s Planning and Zoning Commission established by the Zoning Ordinance.

Pocket Parks means a park or landscaped open space which may have playground equipment and which is intended to serve the residential neighborhood that it is located in. A Pocket Park may be co-located with a storm water detention facility.

Project means the development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, Intended Uses, Phases, and all of the other aspects approved as part of this MDA including its Exhibits.

Project Infrastructure means those items of public or private infrastructure which are a condition of the approval of a Development Application because they are necessary for development of the Property such as local roads or utilities and that are located on that portion of the Property which is subject to a Development Application. Project Infrastructure may include both “System Improvements” and “Project Improvements” as those terms are defined in the Utah Impact Fees Act, Utah Code § 11-36a-101 et seq.

Property means the real property subject to this MDA as more fully described in **Exhibit A**.

Residential Dwelling Unit means a unit intended to be occupied for long term residential living purposes whether an attached or detached single family dwelling, a multifamily dwelling, or apartment unit, but does not include hotel rooms or any units within a senior care facility.

Soft Costs means the actual reasonable costs and expenses associated with the design, layout, complete construction documents by an engineer, any engineering or architectural fees or costs, design review fees or costs, legal fees and costs, financing costs, costs of bonds or security, insurance, and the costs of permits and fees associated with the Project Infrastructure.

Sub-Area means a portion of the Project designated for future residential development.

Sub-Developer means an entity not “related” (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.

Subdivision means the division of any portion of the Project into a subdivision pursuant to State law and/or the Code.

Total Approved Residential Units means the Seven Hundred Twenty-Five (725) Residential Dwelling Units which are entitled to be constructed within the Project. Notwithstanding the foregoing, if the Project is expanded, then any amendment to this MDA increases the Total Approved Residential Units and will specify the revised and augmented number of Total Approved Residential Units.

EXHIBIT C
(Zoning Plan)

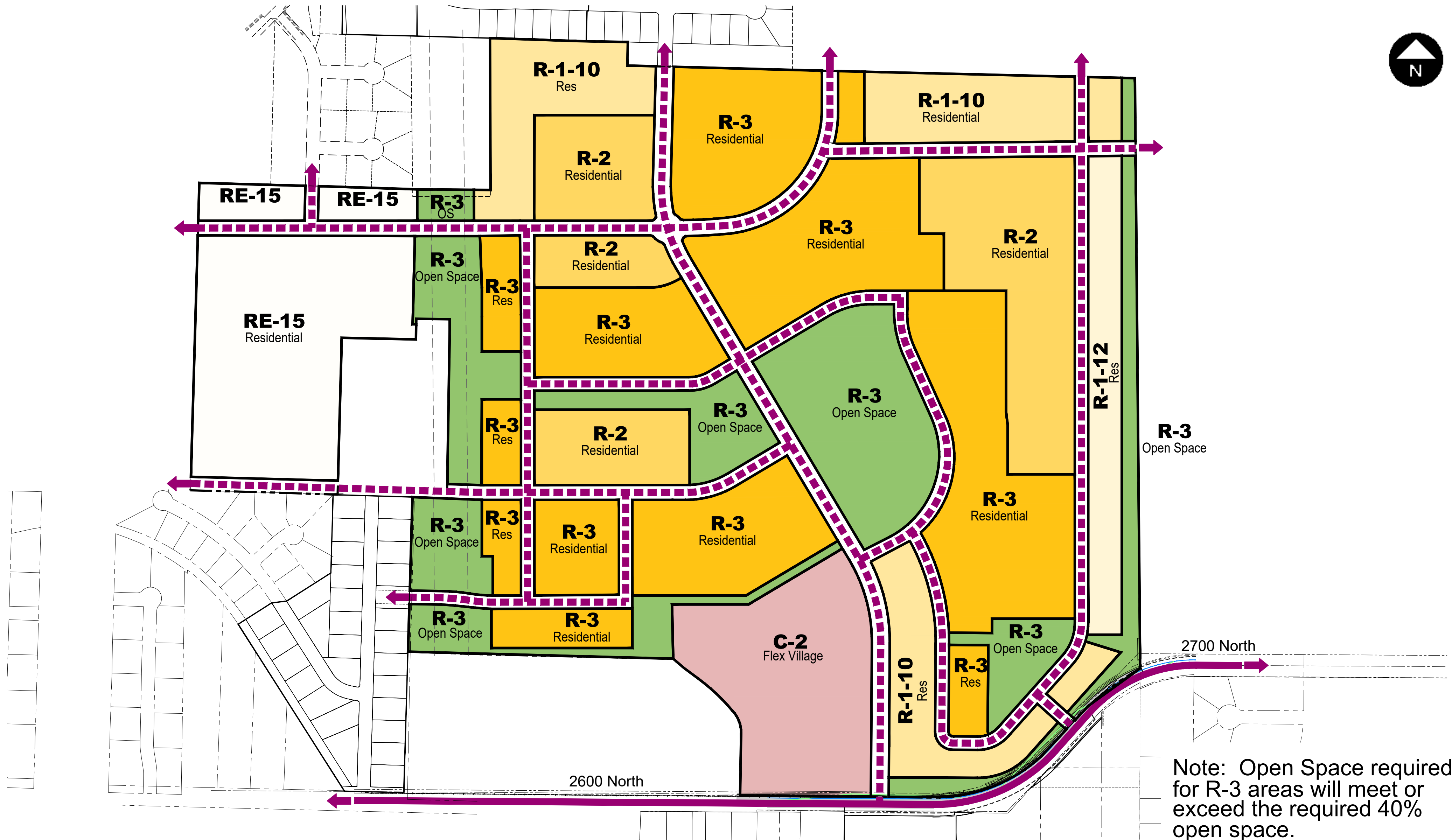
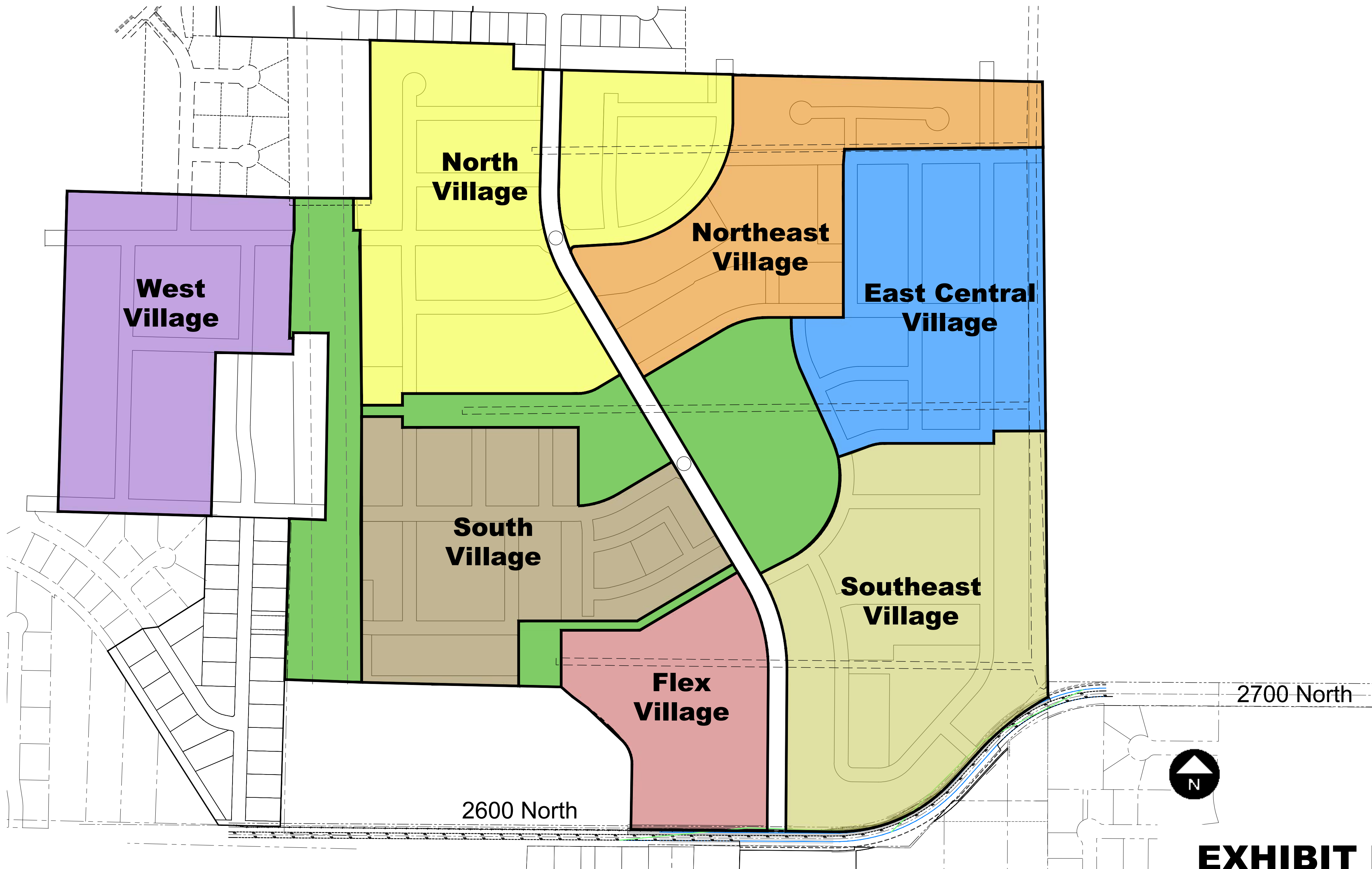


EXHIBIT D
(Village Plan)



Residential Land Use Table

Village Area	Base Units	Not to Exceed Units	Lot Type 15	Lot Type 12	Lot Type 10	Patio Homes (detached)	Patio Homes (attached)	Cluster Single-family Cottages	Town-homes	Long-term Care Center	Asst'd Living
Southeast	121	140	P	P	P	P	P	N	P	P	P
West	37	43	P	P	N	N	N	N	N	P	P
East Central	94	109	P	P	P	P	P	P	P	P	P
South	201	232	P	P	P	P	P	P	P	P	P
Northeast	95	110	P	P	P	P	P	P	N	P	P
North	177	204	P	P	P	P	P	P	N	P	P
Flex	n/a	n/a	<i>See Design Guidelines</i>								
Total	725										

EXHIBIT E
(Approval Process)

The purpose of this Exhibit is to describe the process for review and approval of all Development Applications necessary for the Project in accordance with the MDA after the MDA is signed and adopted. Substantive standards for approval of Development Applications will be those set forth in this MDA and in the County's Vested Laws.

The parties to the MDA agree that the County hereby adopts the following descriptions and processes for the Project to supplant and replace the current corresponding processes under the County's Vested Laws, but only to the extent these descriptions and processes conflict with the County's Vested Laws.

1. Processes

1.1 Applicability. All Preliminary and Final Subdivision Plat applications made pursuant to the MDA for the Project shall be reviewed by the County only for conformance with this MDA.

1.2 Decision Maker. All Preliminary and Final Subdivision Plat applications shall be administrative reviews and shall be conducted and decided upon by the Administrator who shall be the final decision maker for both preliminary and final plats.

1.3 Application and Review Process. The following process shall govern all Preliminary and Final Plat applications and approvals for the Project under the MDA:

1.3.1 Preliminary Plat

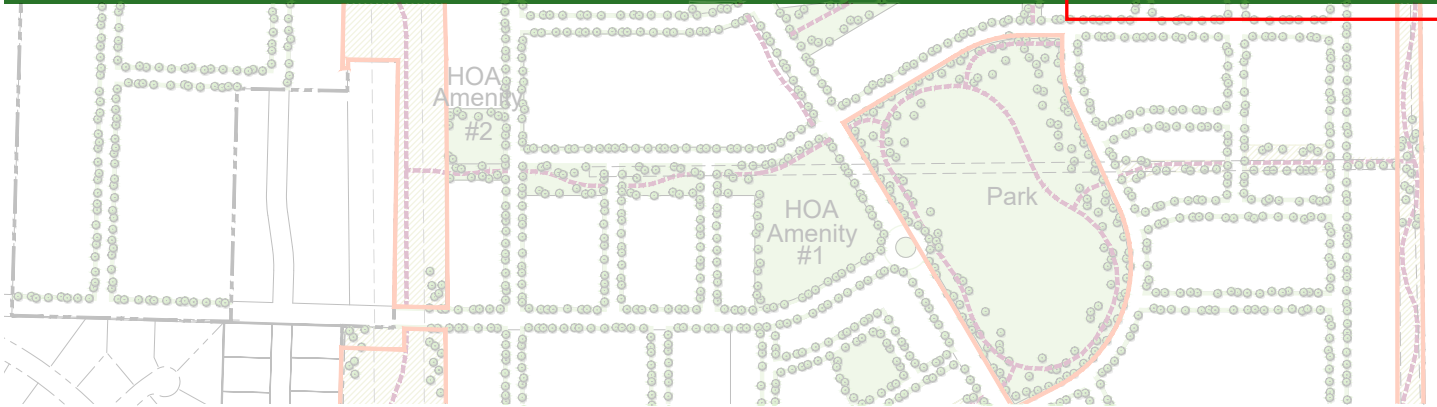
1.3.1.1 Have pre-application meeting with planning staff to identify which phase or portion of the Project that Master Developer or Sub-Developer is applying for.

- 1.3.1.2 Submit application to County staff.
- 1.3.1.3 Staff determines completeness and conducts internal review among agencies for conformance with MDA and the County's Vested Laws.
- 1.3.1.4 Application then reviewed by Administrator who either approves the preliminary plat or asks for modifications to conform with this MDA before approving.
- 1.3.1.5 If necessary, the Master Developer or Sub-Developer re-submits plat to address Administrator's requested modifications, then Administrator shall approve the preliminary plat.

1.3.2 Final Plat

- 1.3.2.1 After receiving approval of preliminary plat, the applicant (either Master Developer or Sub-Developer) then prepares final plat and submits to the Administrator for review.
- 1.3.2.2 The Administrator then reviews and approves the final plat if it conforms with the approved preliminary plat.
- 1.3.2.3 Master Developer or Sub-Developer finalizes plat in accordance with the Administrator's approval.
- 1.3.2.4 Master Developer or Sub-Developer then records the plat.

EXHIBIT F
(Design Guidelines)



Design Standards

JDC Ranch Development

Weber County, Utah

Sept. 1, 2022



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A. Introduction

The Master Plan for this project was developed with the ability to adapt with flexibility to the changing market, cultural and commercial conditions during the course of the project build-out. While the plan allows a high degree of flexibility in layout and distribution of land uses throughout the site, these project guidelines incorporate additional detail to guide development.

B. Project Guidelines

1. Design Review Committee

Residential land within the property will be subject to a Declaration of Covenants, Conditions and Restrictions (CC&Rs). The CC&Rs establishes a Design Review Committee (DRC), which DRC will make decisions by referring to the Design Standards but shall have the ability to reject any land use, building type or architectural elevations at its own discretion in accordance with the terms and conditions of the CC&Rs. The intent of the DRC is to ensure that the property is developed in a way that meets or exceeds the standards established by the MDA and to ensure a cohesive and quality development.

2. Purpose & Intent

The purpose of this document is to establish project standards which shall govern the site development, architectural, and landscape concepts for neighborhoods within the property boundaries that are unique to this property. Anything not addressed by the standards in Section C of these Design Standards will be subject to the conditions of the Weber County Municipal Code at the time of annexation unless otherwise noted in the development agreement.

3. Modification of Design Standards

The Design Standards (as administered by the DRC and property owner) are subject to change when the owner determines such changes are in the best interest of the property. Any change in these guidelines shall be in writing or documented and shall be at the sole discretion of the property owner. The modification of the Design Standards by the property owner shall in no way modify the standards set forth in these Project Guidelines in Section C.



C. Residential Building & Site Standards

1. Scope & Authority

Administrator shall review all applications for development within the project according to the standards outlined in this section. Any items not addressed in this section shall be reviewed in accordance with the current Weber County Code, subject to the terms and conditions of the MDA. Planning Commission shall require a written statement of approval from the Design Review Committee (DRC) stating compliance and approval for development by a third-party other than the master developer.

2. Residential Lot Design Standards

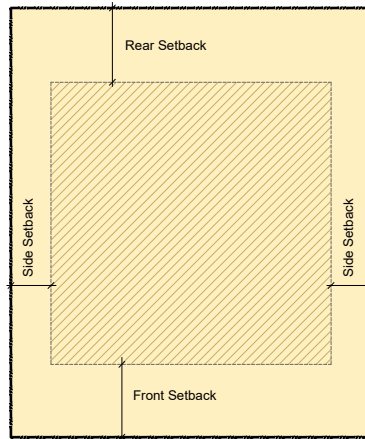
Minimum lot widths and setbacks shall be as follows (unless otherwise approved by the Administrator during plat approval for each phase):

<i>Lot Type</i>	<i>Min Lot Size</i>	<i>Front Setback (from right-of-way)</i>	<i>Rear Setback</i>	<i>Side-yard Setback</i>	<i>Lot Frontage*</i>	<i>Max Building Coverage</i>
Type 15	15,000 Sq Ft	20' for living area; 25' from face of garage to sidewalk	30'	8' (minimum 18' between structures)	90'	60%
Type 12	12,000 Sq Ft	20' for living area; 25' from face of garage to sidewalk	30'	8' (minimum 16' between structures)	80'	60%
Type 10	10,000 Sq Ft	20'	20'	8' (minimum 14' between structures)	70'	60%
Patio Home (detached)	6,000 Sq Ft	20'	20'	6' (min 12' between structures)	55'	n/a
Patio Home (attached)	Max 4 attached units	20'	15'	8' (min 16' between structures)	n/a	n/a
Clustered Single-family Cottages	Max 6 clustered units	10' (from right-of-way and between clustered units)	10'	Minimum 10' between structures	n/a	n/a
Town-homes	Max 4 attached units	20'	15'	Minimum 10' between structures	n/a	n/a

* Measured at front setback line

3. Residential Lot Standards

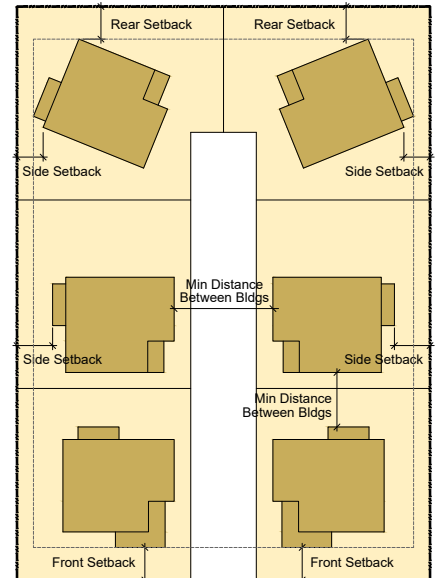
Typical setback measurements by product type:



Public Right-of-Way

Single-family Lots

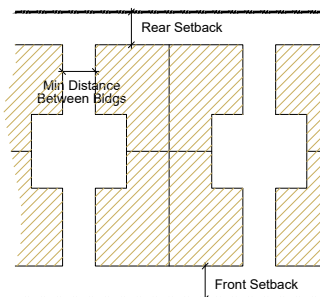
Type 15, Type 12, Type 10 & Patio Homes (Detached)



Public Right-of-Way

Clustered Single-family Cottages

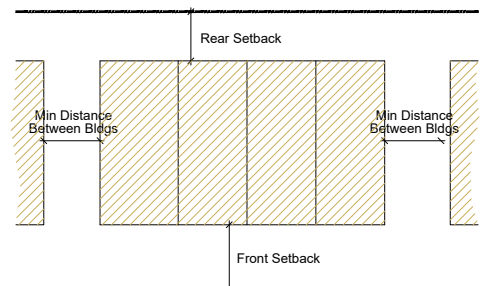
Typical 4 or 6 Homes (Clustered)



Public Right-of-Way

Patio Homes (Attached)

Typical



Public Right-of-Way

Townhomes

Maximum 4-plex

C. Residential Building & Site Standards *(continued)*

4. Residential Screening

For multi-family residential units that abut an 80' collector or greater, a wall or fence shall be required, along with required street tree plantings. Screening along any other street is not required for multi-family or single-family land uses.

5. Color

Use of color in residential external elevations is allowed. No restrictions on color may be applied to residential uses.

6. Architectural Detail

Detailing of architectural elevations shall be consistent with the architectural style of building.

7. Residential Building Heights

Building height restrictions shall be as follows (unless otherwise approved by the Planning Commission):

<i>Structure Type</i>	<i>Max Height including roof</i>
Single-family Residential	35'
Accessory Building	25'
Multi-family	35'

Additional restrictions for accessory structures:

- Must be located in back yard
- 5' setback off any property line
- 20' max height (including roof)
- Not to exceed maximum lot coverage

Building height is measured at the finished grade at the front two corners of the building to the ridge line of the building.

8. Exterior Building & Architectural Elevation Standards

The County shall not impose architectural or aesthetic standards on the residences or other buildings within Project which exceed the building code provisions of the County's Vested Laws. Without in anyway limiting the foregoing, and by way of example only, the following are approved materials and design features:

<i>Exterior Building Material</i>	<i>Allowed</i>
Brick / Stone	Y
Stucco	Y
Fiber-cement siding	Y
Prefinished metal siding (vinyl or aluminum)	Y
Exposed architectural concrete	Y
Colored/Textured CMU Block	Y

<i>Architectural Building Elements</i>	<i>Allowed</i>
Front-facing Garage (without restriction)	Y
Side-facing Garage	Y

C. Residential Building & Site Standards *(continued)*

9. Typical Architectural Elevations



C. Residential Building & Site Standards *(continued)*

Architectural Building Elements	Allowed
Alley-loaded garage	Y

10. Parking Standards

Minimum lot widths and setbacks shall be as follows (unless otherwise approved by the Planning Commission):

Dwelling Type	Parking Required/Lot	Guest Parking Spaces	Notes
Single-family Residential (Detached)	2 sp/unit	0	Tandem parking to meet required parking is allowed behind garage spaces provided the space does not encroach into sidewalks or public rights-of-way (i.e. 20' min driveway depth from face of garage to back of sidewalk)
Multi-family Residential (Attached)	1.75 sp/unit	0.25 per unit	Tandem parking to meet required parking is allowed behind garage spaces provided the garage and tandem space are assigned to a specific unit and the space does not encroach into sidewalks or travel lanes. (i.e. 20' min driveway depth from face of garage to back of sidewalk)

11. Residential Landscape Standards

Commercial Landscape area

A minimum of 10% of commercial land use area shall be landscaped with appropriate landscape treatments. Any parking lot landscaping shall be counted toward this requirement.

Maximum turf grass

A maximum of 50% of the front or side setback of residential units facing a public right-of-way shall be turf or landscaped area, with the remainder treated with xeriscape or hardscape.

Side and rear setbacks

No landscape requirement shall apply to side or rear residential setbacks that do not abut a public right-of-way. These setbacks shall be landscaped at the discretion of the developer and/or homeowner.

Parkstrips

All parkstrips shall be installed with a xeriscape treatment, with required street tree and/or shrub plantings per the master plan detail, Exhibit H, Page 7.

Plant Material Requirements

Plant Type	Minimum Size
Deciduous Trees (Med-Large)	2" caliper
Flowering Trees (Small-Med)	1.5" caliper
Shrubs	Dependent on variety, spaced to provide 80% coverage at maturity
Groundcover	Dependent on variety, spaced to provide 100% coverage within three growing seasons

Turf Grass

Turf should be selected for appropriate microclimate and consideration of water useage.

Erosion Control

Areas of slope greater than 30 percent shall utilize plantings, mulch or cobble to control and prevent erosion.

Replacement

Within the first growing season, any dead or removed plants within the public right-of-way shall be replaced with the same or like plant material originally specified. Modifications may be made based on micro site conditions.

Design Scale

Scale and nature of landscape materials shall be appropriate to the size of the structures to be landscaped. Large buildings shall be complemented by plant materials that will reach appropriate design scale at maturity.

Pedestrian connectivity

- Pedestrian access from a public street shall be required to all commercial uses as required by Federal ADA guidelines.
- All pedestrian crossings throughout the development shall be at-grade and shall be striped/painted per public works standards.
- Pedestrian walkways throughout the development shall be constructed as generally illustrated in the accompanying master plans.

D. Commercial Building & Site Standards

1. Scope & Authority

Planning Commission shall review all applications for development within the project according to the standards outlined in this section. Any items not addressed in this section shall be reviewed in accordance with the current Weber County Code, subject to the terms and conditions of the MDA.. Planning Commission shall require a written statement of approval from the Design Review Committee (DRC) stating compliance and approval for development by a third-party other than the master developer.

2. Commercial Lot Standards

Minimum lot sizes and setbacks shall be as follows (unless otherwise approved by the Planning Commission):

<i>Lot Type</i>	<i>Min Lot Size</i>	<i>Front Setback</i>	<i>Rear Setback</i>	<i>Side-yard Setback</i>	<i>Max Building Coverage</i>
Lot Type Flex	None	15' Min	10'	15'	60%

3. Flex Village Land Uses

Allowed and conditional land uses for the Commercial land use in this master plan shall follow the Weber County Code of Ordinances, Section 104-20-3 Land Use Table for the C-2 zone (See Appendix A) with the following exceptions:

<i>Land Use</i>	<i>Allowed</i>
Self-storage facility	Permitted without exception
Assisted Living/ Long-term Care Facility	Permitted without exception

D. Commercial Building & Site Standards *(continued)*

4. Screening

Any portion of the rear elevation or loading area of a commercial use that abuts a public right-of-way shall be screened with a 6' wall or fence along the public right-of-way. Parking areas within 10' of a side or rear property line shall be screened with a wall or fence.

5. Commercial Building Heights

Building height restrictions shall be as follows (unless otherwise approved by the Planning Commission):

<i>Dwelling Type</i>	<i>Bldg Height</i>	<i>Height Measurement</i>
Commercial	45'	Maximum height measured to top of building
Office	60'	

Building height is measured at finished grade of front two building corners.

6. Exterior Building & Architectural Elevation Standards

Building materials for Flex Village developments shall conform, at a minimum, to conditions of the Design Review Committee.

<i>Exterior Building Material</i>	<i>Allowed</i>
Brick / Stone	Y
Wood	Y
Stucco	Y
Ornamental Metal Panels	Y
Fiber Cement Siding	Y
Precast concrete	Y
Storefront door & window systems	Y

7. Parking Standards

Minimum lot widths and setbacks shall be as follows (unless otherwise approved by the Planning Commission):

<i>Dwelling Type</i>	<i>Parking Required/ Net 1,000 Sq Ft</i>
Retail	4 sp
Restaurant	1 per table
Office	4 sp

8. Commercial Landscape Standards

Minimum landscape standards shall be as follows (unless otherwise approved by the Planning Commission):

- 1) Min 5% Landscape area within parking lots
- 2) Landscape islands shall be required at the end of each parking row.
- 3) Landscape islands (min 6' width) shall be required every 20 spaces within a parking row.
- 4) Landscape plantings within parking areas shall required 1 tree for every 500 square feet of parking area. Such tree plantings may be located within the parking area if the landscape island is greater than 10' in width, or may be located around the perimeter of the parking area.
- 5) Water-wise plantings and xeriscape treatment are required in all interior parking islands. A minimum of 20% of landscape islands shall be live plant material, with an appropriate irrigation supply.

9. Commercial Signage

Signage standards shall be as follows (unless otherwise approved by the Planning Commission):

- 1) Ground-mounted/freestanding signs shall not exceed the maximum building height and shall be a minimum of 10' setbacks from property lines. Ground signs shall be placed so as to not infringe on the sight triangle at vehicular turning movements.
- 2) Signs attached to building facades shall not exceed 25% of the face area of each public facing facades.
- 3) All signs may be illuminated with indirect lighting or back lighting.

Appendix A

Design Standards

LAND USE TABLE: C-2

EXHIBIT G
(Infrastructure Plan)

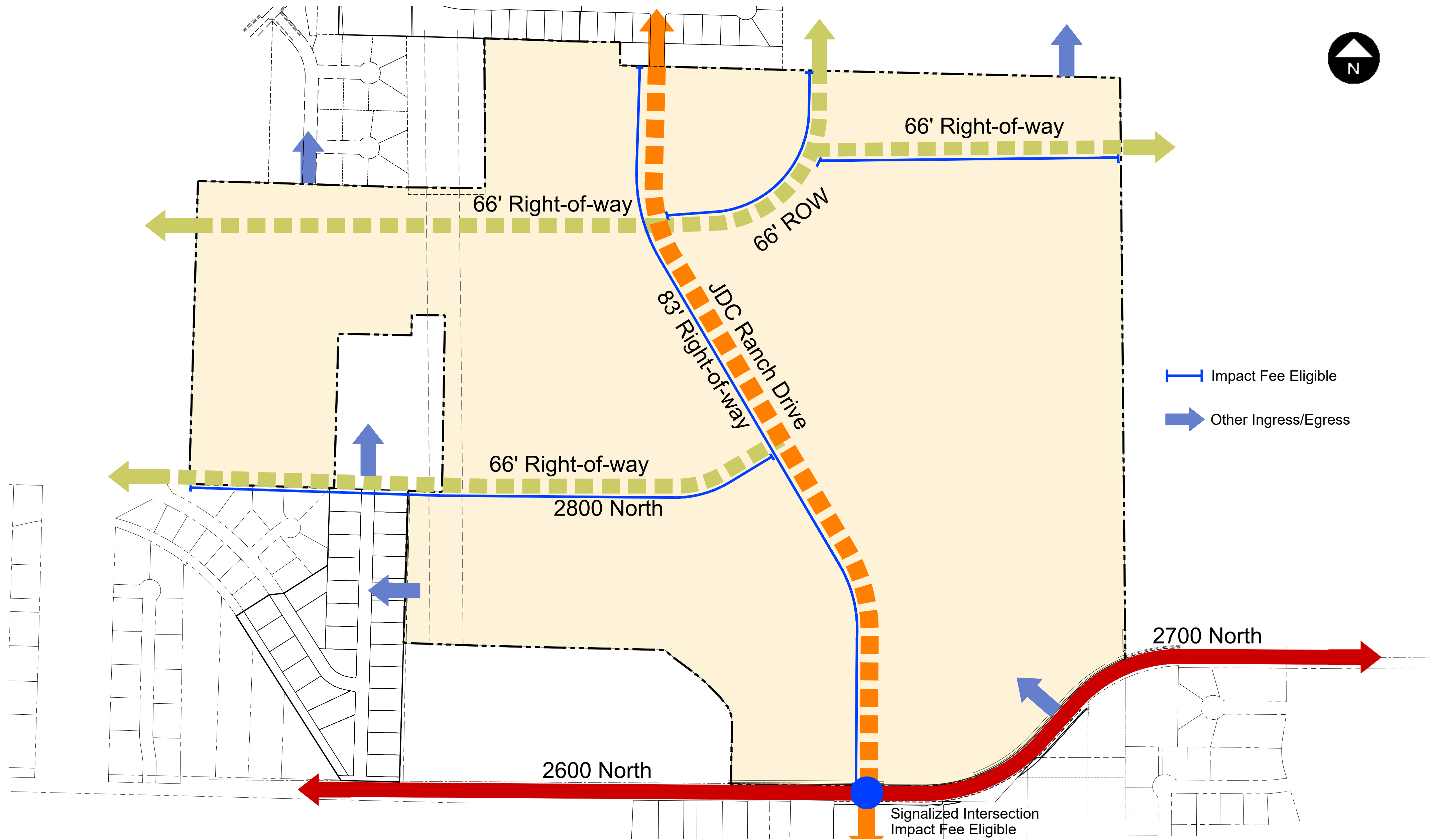
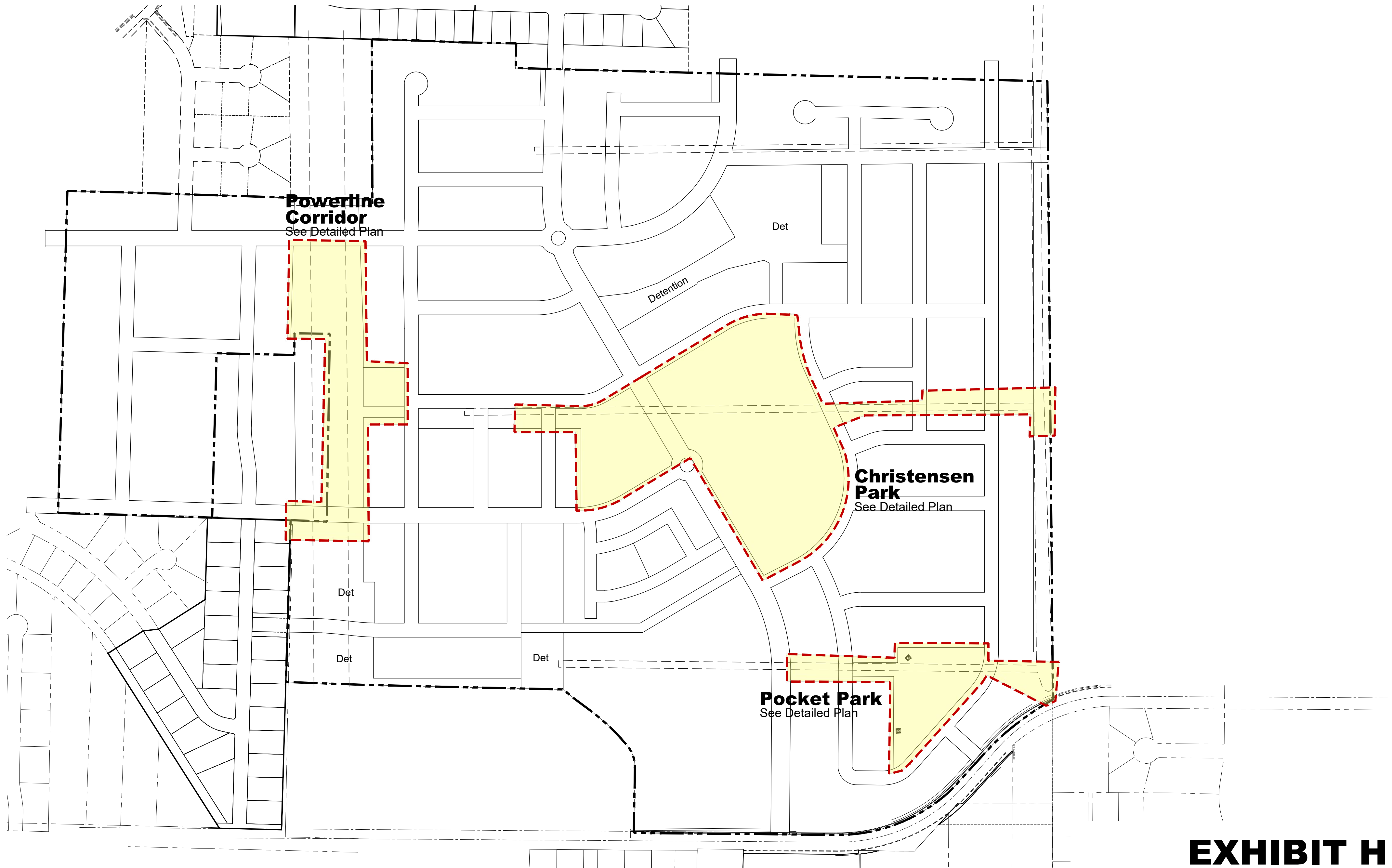


EXHIBIT H
(Open Space Plan)







AMENITY LIST

Christensen Park (Public)

- Level Lawn Area (225'x360')
- Community Amphitheater
 - Raised platform (20'x26')
 - Platform shelter (18'x24')
 - Electrical Service
- Restrooms
 - 2 Holes per gender
 - External-mounted drinking fountain
- Pavilion (Min 18'x24')
- Playground (Min 3 slides)
- Volleyball Court
- Pickleball Courts (4)
- Off-street Parking (Min 50 spaces)
- Benches (Min 10)
- Tree Plantings (Min 120 trees)

CHRISTENSEN PARK, HOA AMENITY #1 & TRAIL CONNECTORS

EXHIBIT H
Open Space Plan



AMENITY LIST

Pocket Park (Public)

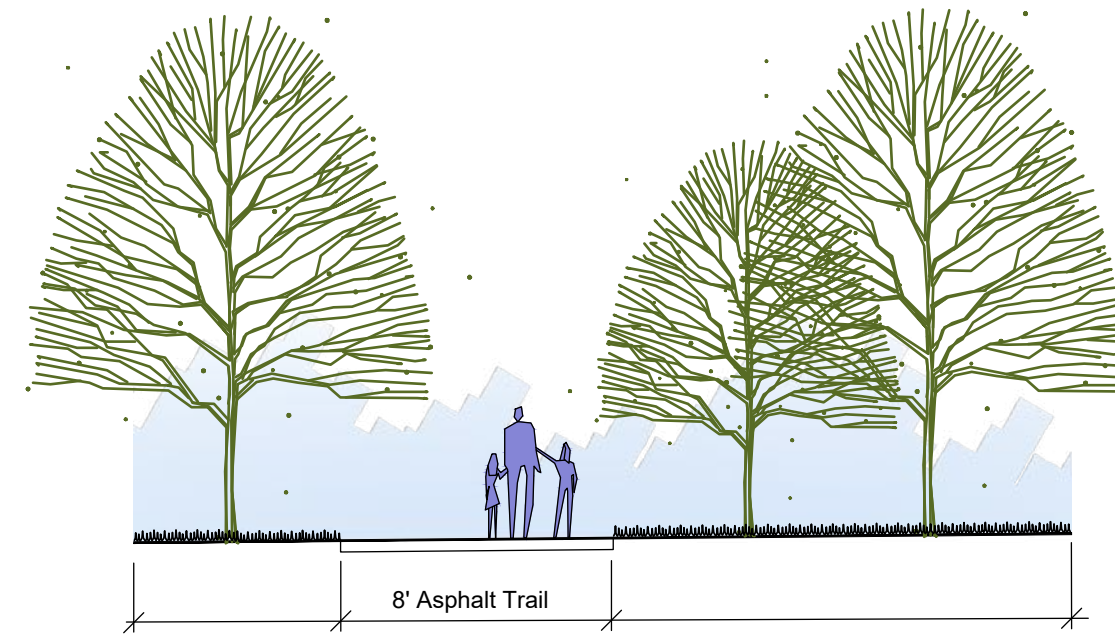
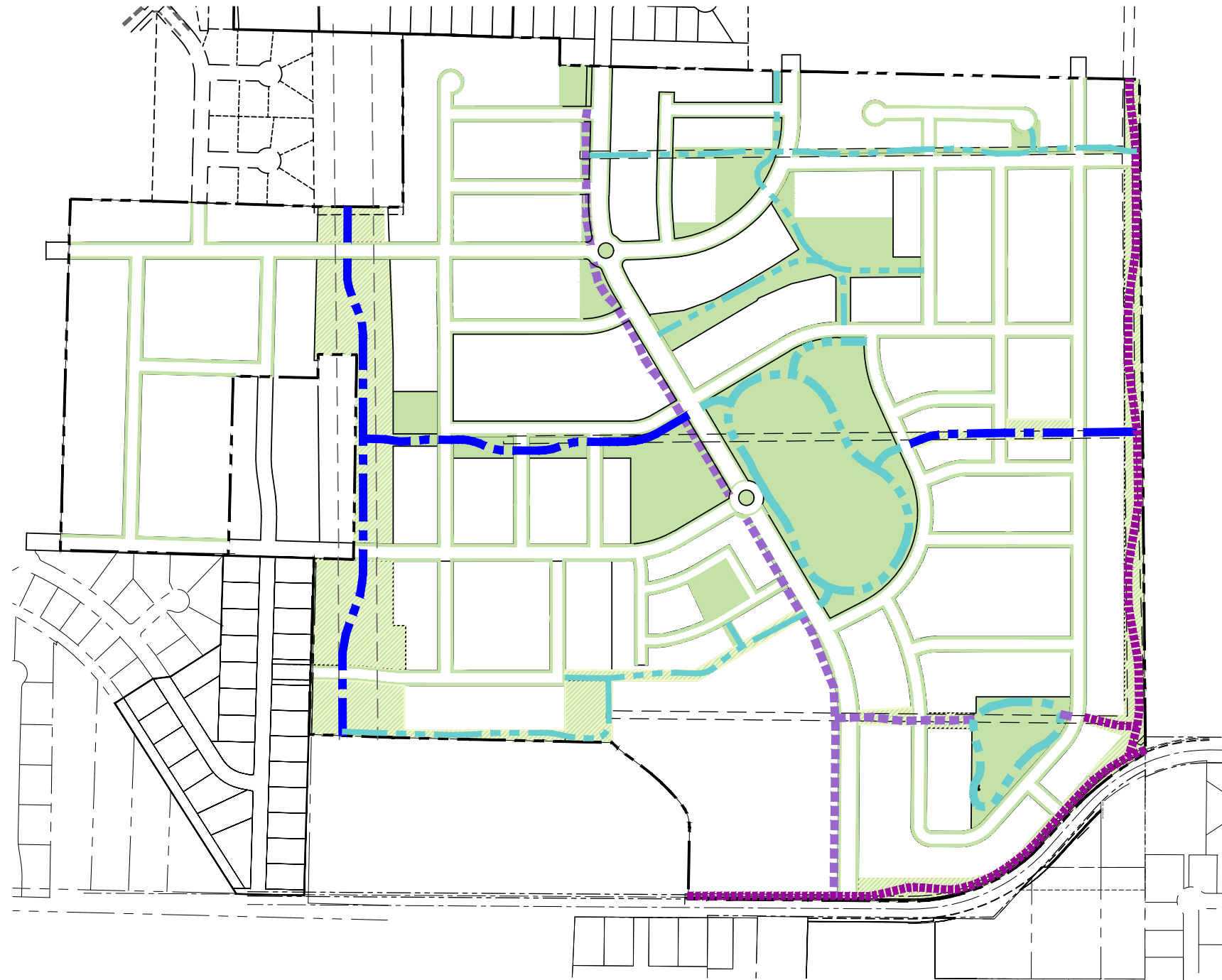
- Picnic Shelters (Qty: 3--Min 10'x10')
- Playground (Min 1 slide)
- Benches (Min 5)

POCKET PARK & TRAIL CONNECTORS

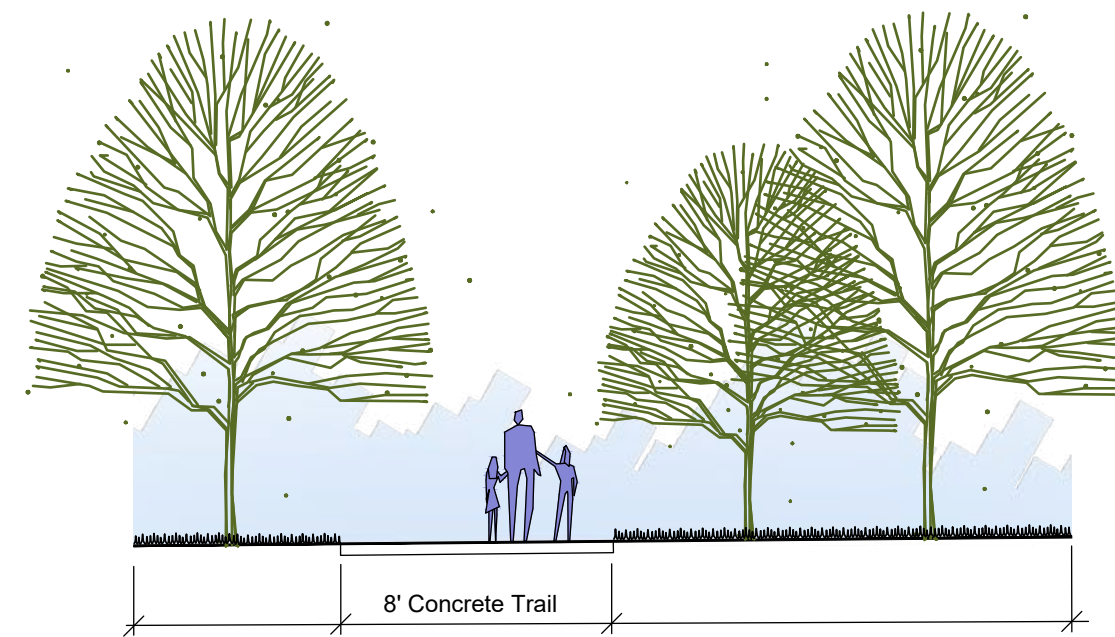
EXHIBIT H

Open Space Plan

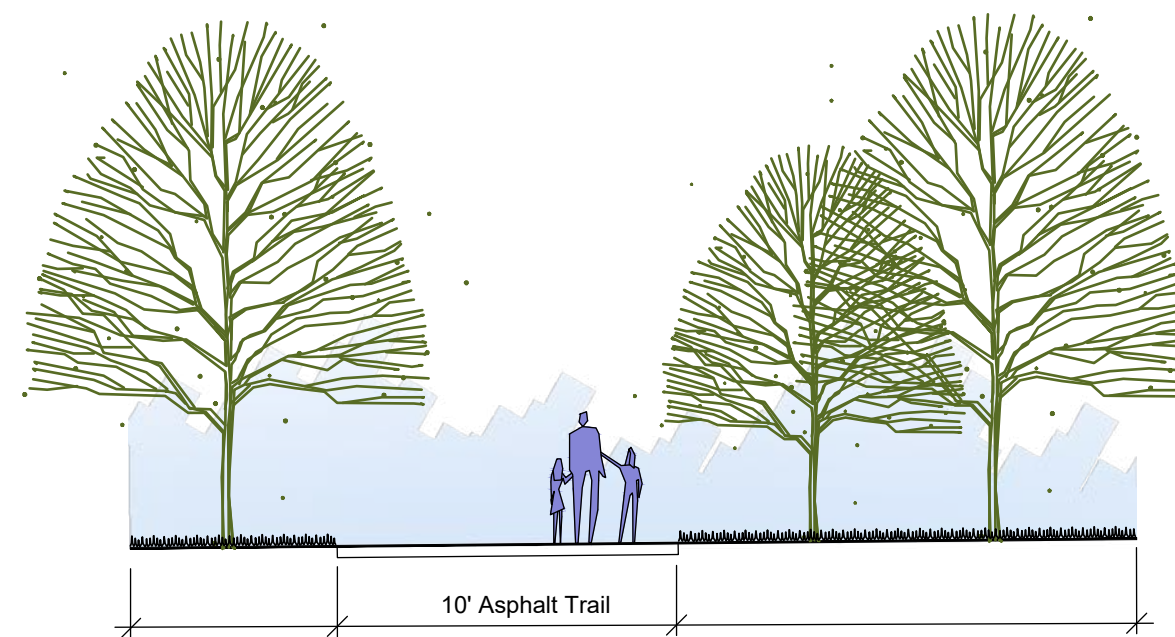
Page 4



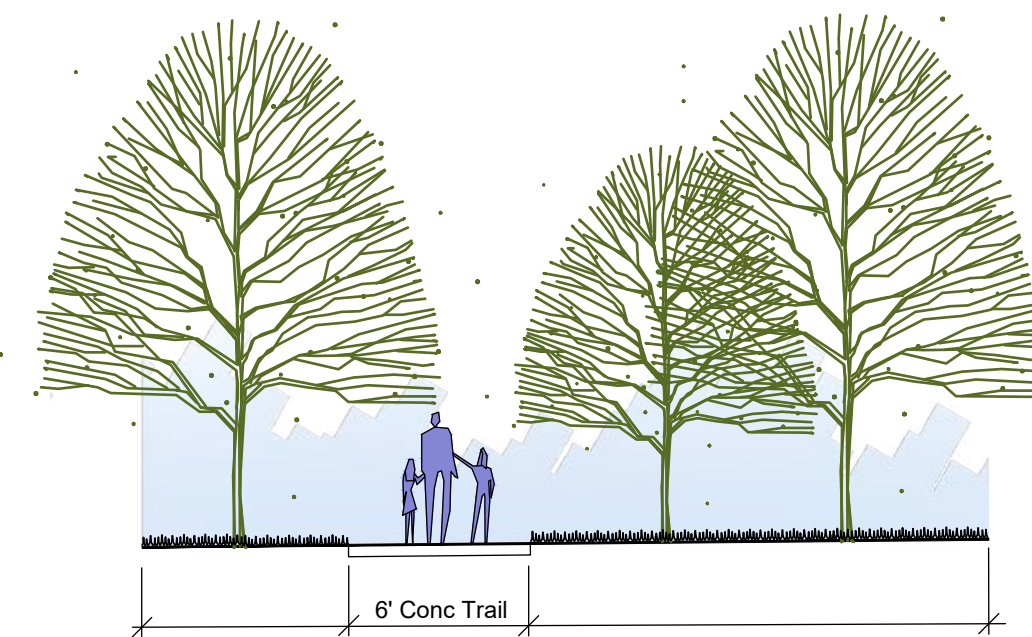
Class 2 Trail —————



Class 3 Trail - - - - -



Class 1 Trail - - - - -

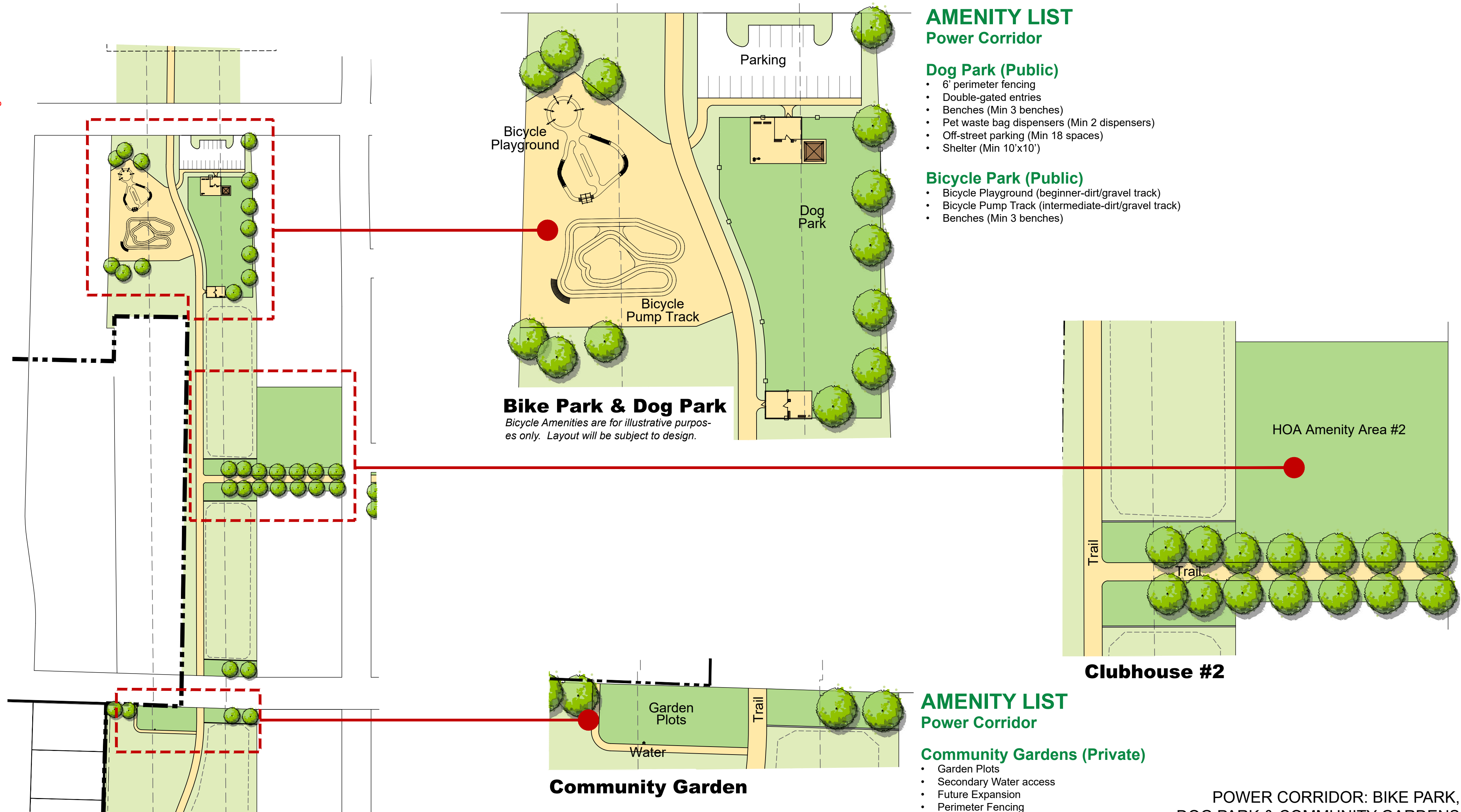


Class 4 Trail - - - - -

TRAIL CLASSIFICATIONS

EXHIBIT H

Open Space Plan

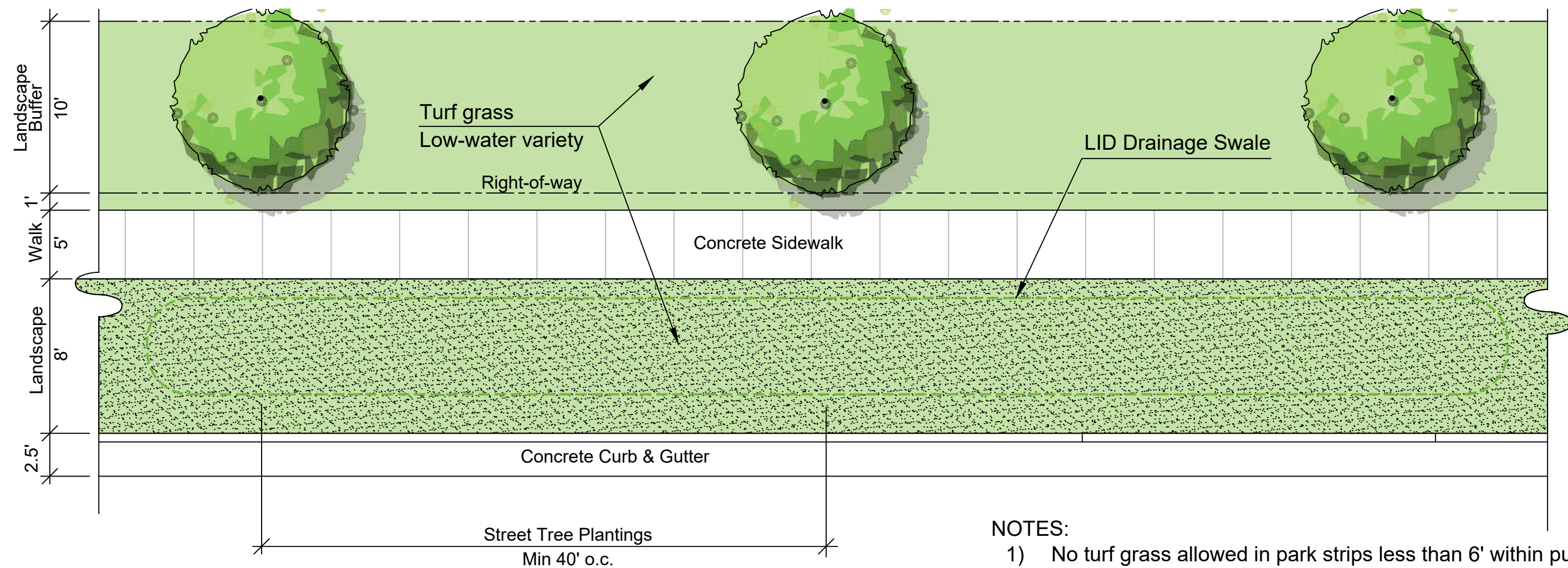


Power Corridor

POWER CORRIDOR: BIKE PARK,
DOG PARK & COMMUNITY GARDENS

EXHIBIT H

Open Space Plan

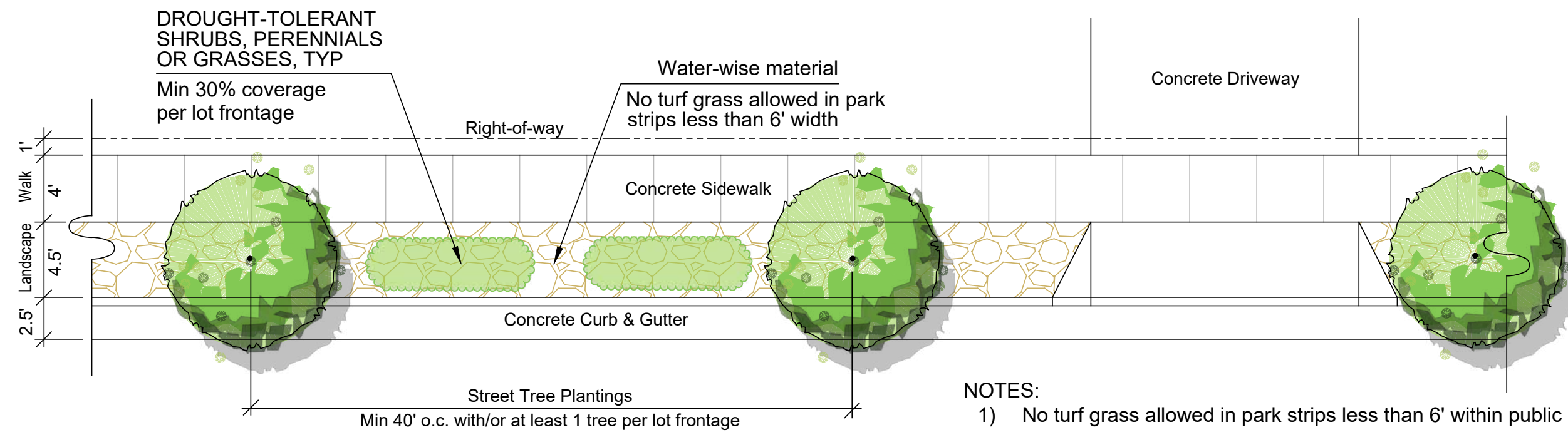


NOTES:

- 1) No turf grass allowed in park strips less than 6' within public rights-of-way.
- 2) Trees shall be planted at 40' on center.
- 3) Spacing of trees/shrub plantings may be adjusted to accommodate site utilities, driveways and sight triangle clearances at intersections.

83' RIGHT-OF-WAY

Typical Landscaping



NOTES:

- 1) No turf grass allowed in park strips less than 6' within public rights-of-way.
- 2) Min 1 tree per lot frontage.
- 3) All irrigation within park strip area to be drip system.
- 4) Water-wise material to be placed over landscape weed fabric.
- 5) Spacing of trees/shrub plantings may be adjusted to accommodate site utilities, driveways and sight triangle clearances at intersections.
- 6) Where concrete sidewalk is integral with curb and gutter (i.e. no park strip), required trees shall be planted within lawn areas a maximum of 6' from back of walk. No shrubs or perennials are required in this condition.

RESIDENTIAL-RIGHT-OF WAY

Typical Landscaping

STREET LANDSCAPE

EXHIBIT H

Open Space Plan

Page 7



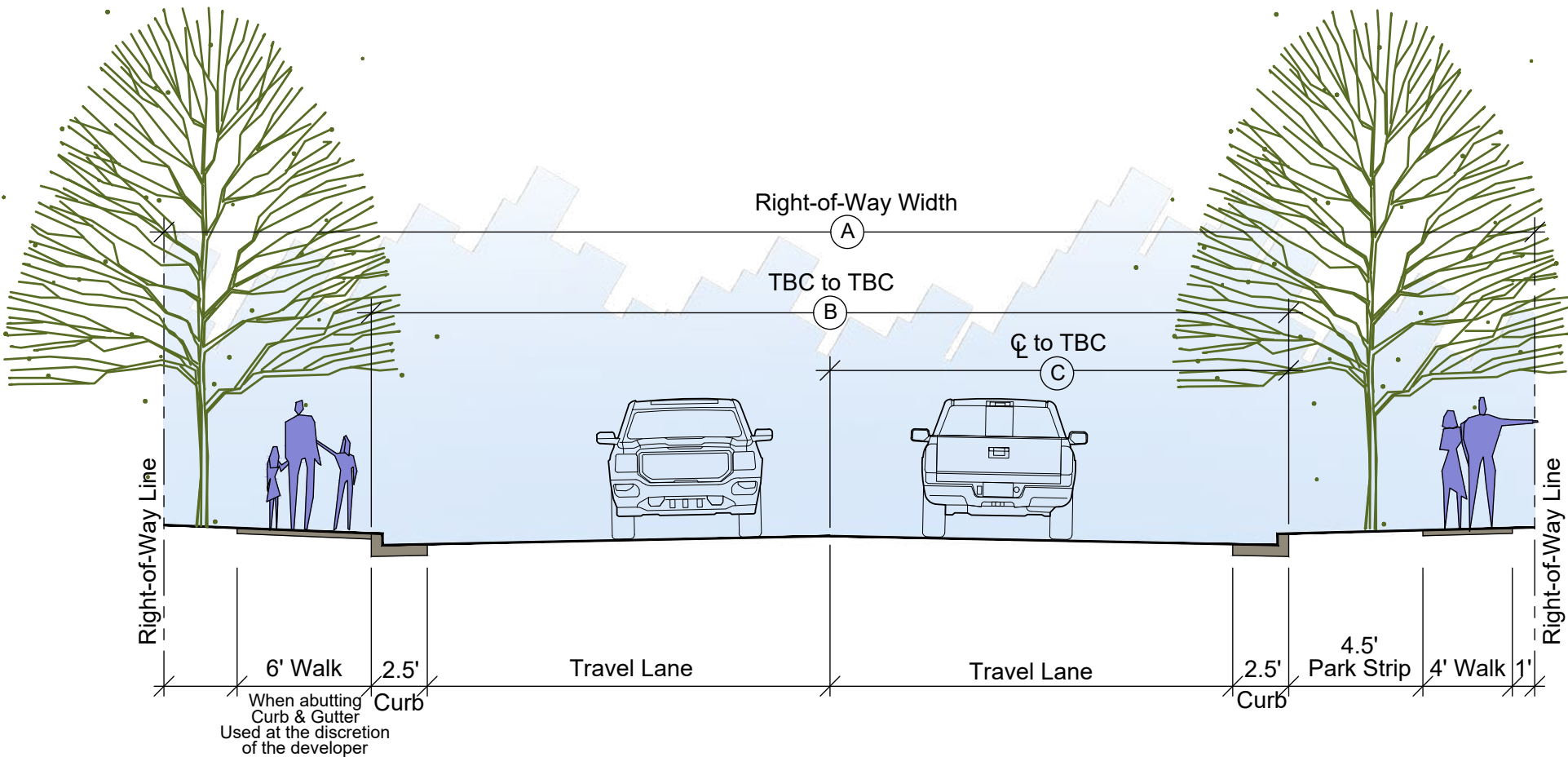
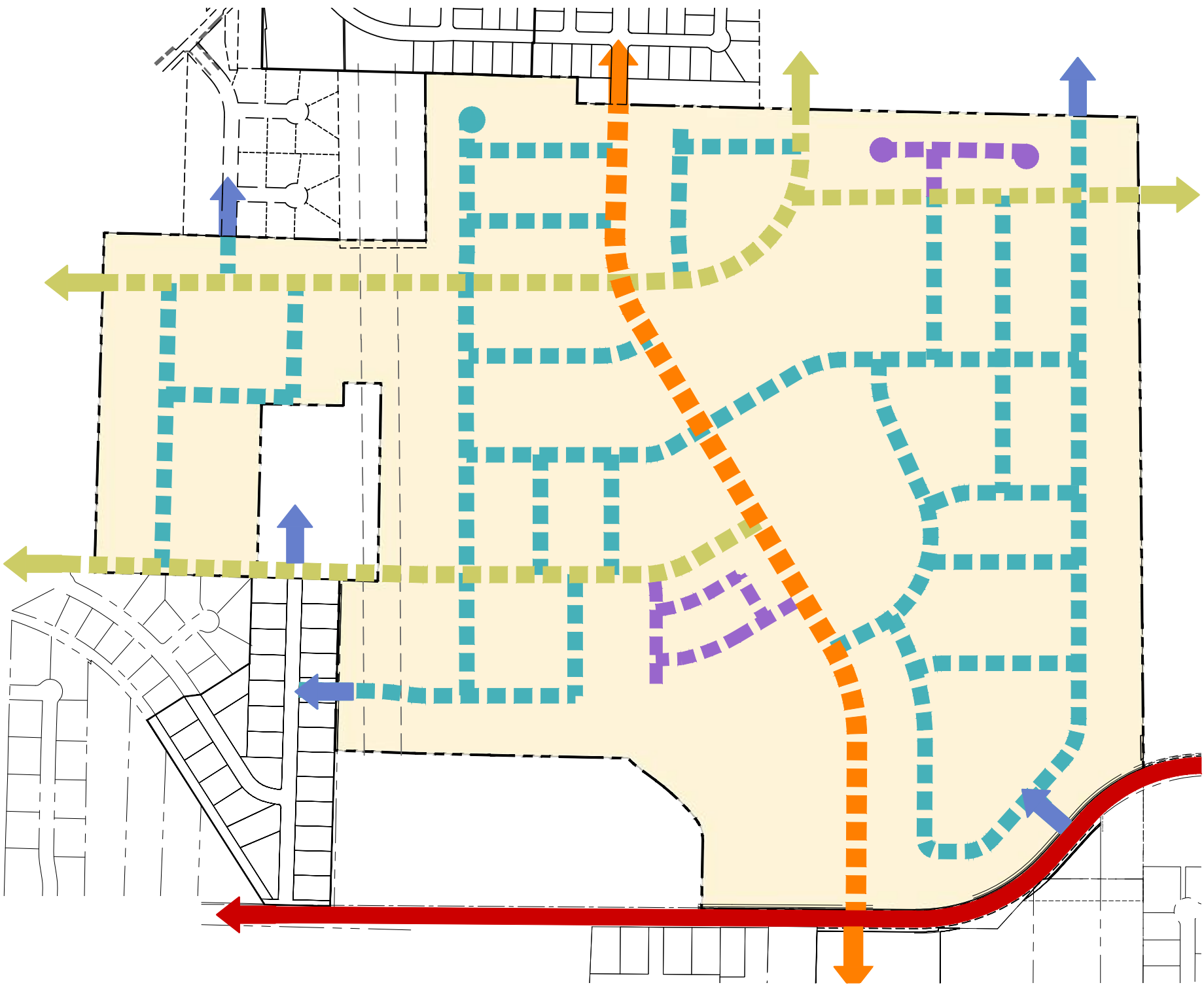
AMENITY EXAMPLES

Images are for illustrative purposes only. Exact layout and amenities will be determined through the design process.

EXHIBIT I
(Road Standards)

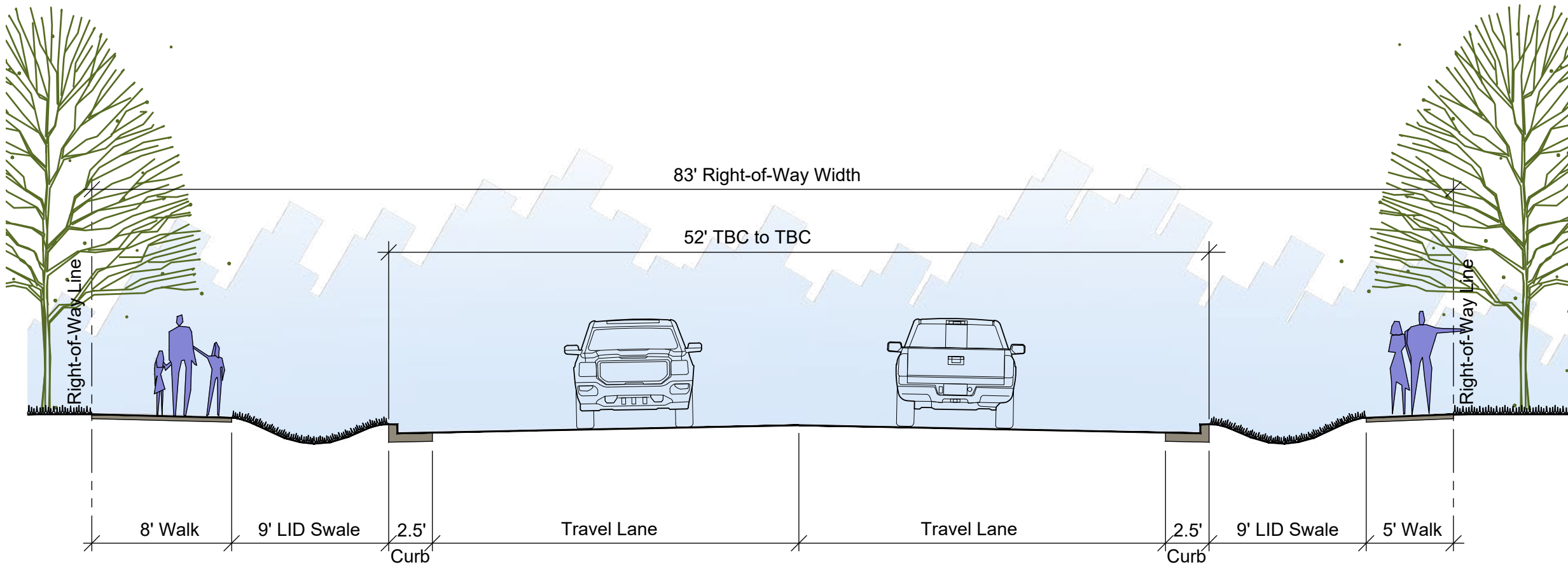
Standard Road Dimensions

Map Color	Street Designation	ROW Width (A)	TBC to TBC (B)	℄ to TBC (C)	Park Strips
■ ■ ■ ■ ■	Minor Roadway	50'	31'	15.5'	4.5'
■ ■ ■ ■ ■	Standard Residential	60'	41'	20.5'	4.5'
■ ■ ■ ■ ■	Collector	66'	47'	23.5'	4.5'



Standard Roads

PUBLIC RIGHTS-OF-WAY



83' Right-of-way

PUBLIC RIGHT OF WAY

EXHIBIT J
(Drainage Plan)

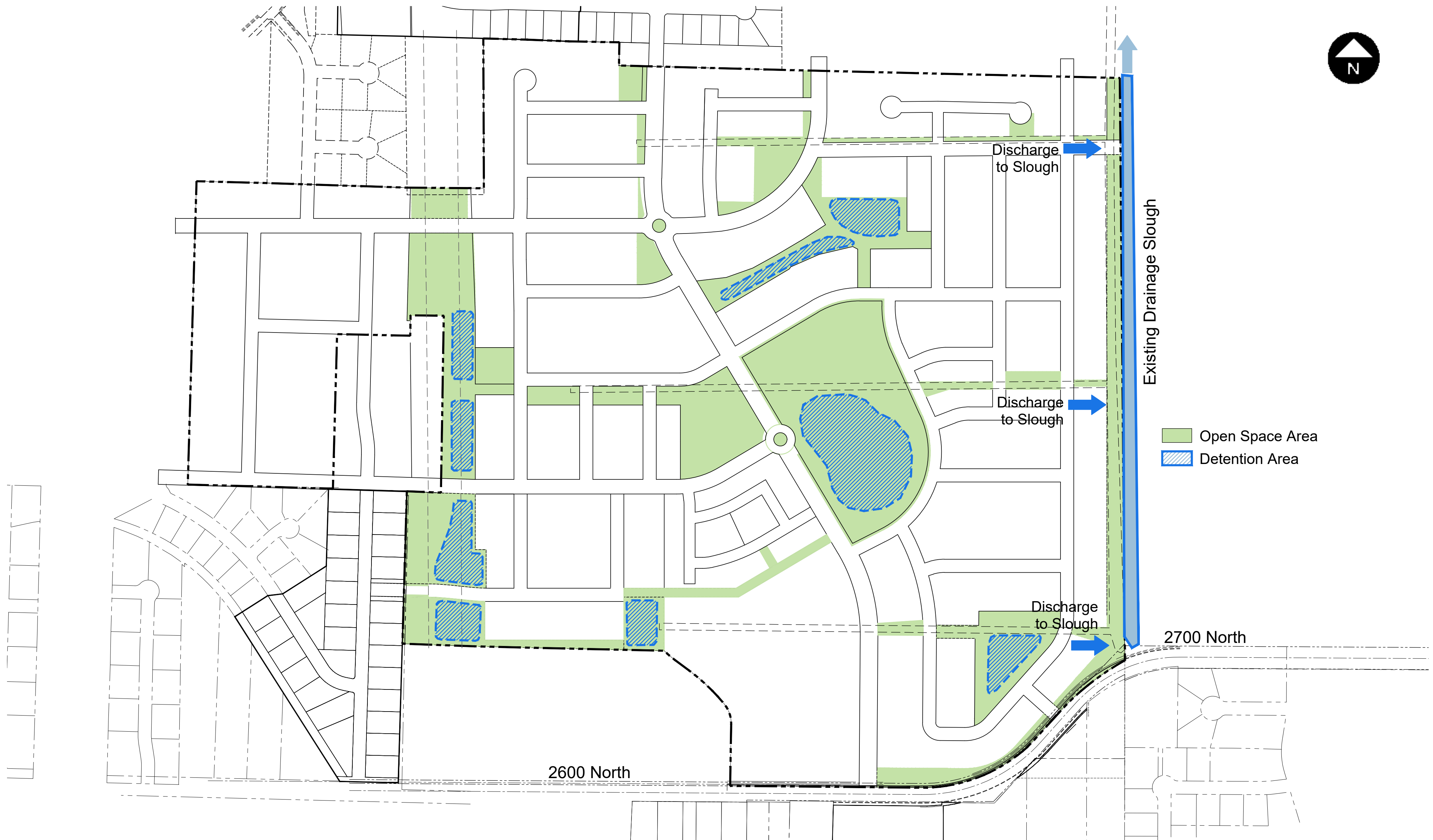


EXHIBIT K
(County's Vested Laws)

EXHIBIT L
(Form of Development Report)

