



WEBER COUNTY PLANNING DIVISION

Administrative Review Meeting Agenda

April 15, 2020

4:00 to 5:00 p.m.

To join meeting please navigate to the following web link at the time of the meeting:

<https://zoom.us/j/529316211>

Administrative Items:

1. **UVB021420: Consideration and action on a request for final approval of Branch Subdivision 1st Amendment, a two-lot subdivision, located at approximately 5856 Snowbasin Road, Huntsville, UT 84317 in the Forest Valley (FV-3) Zone. (James Branch, Owner) *Scott Perkes, Presenter***
2. **AAE2020-01: Consideration and action on an alternative access request to use a private right-of-way as the primary access for a future four-lot subdivision, located at approximately 2843 S 4700 W. *Scott Perkes, Presenter***

Adjournment

The regular meeting will be held VIRTUALLY via Zoom Video Conference. Please access this VIRTUAL meeting by navigating to the following weblink in a web browser:

<https://zoom.us/j/529316211>

A Pre-Meeting will also be held VIRTUALLY through the same weblink listed above 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.

No decisions are made in the pre-meeting, but it is an open, public meeting.

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Weber County Planning Commission at 801-399-8791



Staff Report for Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: Request for preliminary and final approval of the Branch Subdivision 1st Amendment, a two lot subdivision consisting of 13.80 acres, in the FV-3 zone.

Type of Decision: Administrative

Agenda Date: Wednesday, March 18, 2020

Applicant: James Branch, Owner

File Number: UVB 021420

Property Information

Approximate Address: 5856 Snowbasin Road, Huntsville UT 84317

Project Area: 13.80 acres

Zoning: Forest Valley (FV-3) Zone

Existing Land Use: Vacant/Residential

Proposed Land Use: Residential

Parcel ID: 20-076-0001, 20-035-0026, 20-035-0068, 20-035-0073

Township, Range, Section: T6N, R1E, Section 23 SW

Adjacent Land Use

North:	Vacant	South:	Old Snowbasin Road/Residential
East:	Residential	West:	Vacant

Staff Information

Report Presenter: Scott Perkes
sperkes@co.weber.ut.us
801-399-8772

Report Reviewer: RG

Applicable Ordinances

- Weber County Land Use Code Title 104 (Zones) Chapter 14 (FV-3 Zone)
- Weber County Land Use Code Title 106 (Subdivisions)

Background and Summary

The applicant is requesting approval of a two-lot subdivision in the FV-3 zone that fronts directly on Old Snowbasin Road, a County public right-of-way (see **Exhibit B**). Lot 1, which is a 10.15 acre parcel, has an existing single-family dwelling. Lot 2, which is 3.65 acres, is currently vacant.

As part of the subdivision process, the proposal has been reviewed and found to be compliant with the current subdivision ordinance in LUC §106-1, and the FV-3 zone standards in LUC §104-14. The proposal meets the criteria for a small Subdivision, as defined in LUC §101-1-7, and may be reviewed and approved administratively LUC §106-1-8(f).

Analysis

General Plan: This proposal is in conformity with the Ogden Valley General Plan (OVGP) by encouraging low-density development that preserves open space and by maintaining the existing density provided by current zoning (see page 15 of the OVGP).

Zoning: The subject property is located in the Forest Valley (FV-3) Zone. Single-family dwellings are a permitted use in the FV-3 Zone.

The proposed subdivision complies with the site development standards of the FV-3 zone including minimum lot area of 3 acres and minimum lot width of 150 feet. More precisely, Lot 1 is 10.15 acres and 360' wide, and Lot 2 is 3.65 acres and 200' wide. Both lots front on, and take access from, Old Snowbasin Road (see **Exhibit C**).

Natural Hazards Areas: Per the County's interactive geologic map, the subject property is located in a geologic hazards area. Both a Geologic Hazards Screening Assessment and a Geotechnical Investigation have been developed by GeoStrata (dated 1/2/2018 and 2/15/2018 respectively) and submitted as part of this application (on file at the Weber County Planning Division). An addendum to these reports has also been submitted (dated March 9, 2020, also on file). Both reports and the associated addendum identify potential hazards on the subject property and provide recommended mitigation techniques. Due to these hazards, and as a condition of approval:

1. The developer will record a "Natural Hazard Notice" on each Lot of the subdivision concurrently with the final mylar. This notice will inform future buyers that geologic hazard studies have identified natural hazards affecting the subdivided land.

Stream Corridor: The Weber County Sensitive Lands Map indicates that there is an ephemeral stream running through both Lots 1 and 2. Title 104, Chapter 28 requires a 50-foot setback from the high water mark of intermittent streams. This setback has been delineated on the proposed subdivision plat.

Flood Zone: Both lots of the proposed subdivision are within the Zone X for flood hazard, which is considered an area of minimal flood hazard and determined to be outside the 500-year flood level.

Culinary water and sanitary sewage disposal: Culinary water is provided by a private well, and sanitary sewer is provided by a private, onsite septic system.

The applicant has submitted documentation from the Weber-Morgan Health Department verifying approval of a new well for culinary purposes located on Lot 2. This well has been drilled on-site and the resulting water has been tested and verified to be satisfactory. As such, a Well Covenant will not be required at the time of the final plat recording. The applicant has also submitted an Order on Petition from the Weber Water Conservancy District for the allotment of 1 acre-foot of water for both irrigation and domestic purposes (see **Exhibit D**).

The applicant has submitted documentation from the Weber-Morgan Health Department verifying feasibility of an onsite septic system. As a condition of approval:

1. An "Onsite Wastewater Disposal Systems Deed Covenant and Restriction" will be required to be recorded with the final subdivision mylar to ensure adequate notice is provided to future property owners of the requirement for a private onsite septic system.

Secondary Water: Per the Order on Petition from the Weber Water Conservancy District, the 1 acre-foot of allotted water via private well may be used or secondary water purposes.

Review Agencies: To date, the proposed subdivision has been reviewed by the Engineering Dept., the County Surveyor, Weber-Morgan Health Dept., Assessor's Office, as well as the Weber Fire District. All review agency requirements must be addressed and completed prior to this subdivision being recorded. As a condition of approval, the Engineering Dept. has required:

1. The developer shall enter into a deferral agreement for curb, gutter, and sidewalk prior to the recording of the final plat.

Tax Clearance: The Assessor's Office has verified that the 2019 taxes have been paid in full. The 2020 property taxes will be due in full on November 1, 2020.

Public Notice: Per LUC 106-1-6(c), subdivision amendments require public notice to be issued 10-days prior to a public meeting to review and consider a proposed subdivision amendment. Accordingly, public notice has been mailed 10 calendar days before final approval to all property owners of record within 500 feet of the subject property.

Staff Recommendations

Staff recommends final approval of the Branch Subdivision 1st Amendment, a two lot subdivision consisting of 13.80 acres. This recommendation is subject to all review agency requirements and based on the following conditions:

1. The developer will record a "Natural Hazard Notice" on each Lot of the subdivision concurrently with the final mylar. This notice will inform future buyers that geologic hazard studies have identified natural hazards affecting the subdivided land.
2. An "Onsite Wastewater Disposal Systems Deed Covenant and Restriction" will be required to be recorded with the final subdivision Mylar to ensure adequate notice is provided to future property owners of the requirement for a private onsite septic system.
3. The developer shall enter into a deferral agreement for curb, gutter, and sidewalk prior to the recording of the final plat.

This recommendation is based on the following findings:

1. The proposed subdivision conforms to the Ogden Valley General Plan.
2. With the recommended conditions, the proposed subdivision complies with applicable county ordinances.

Administrative Approval

Administrative final approval of Branch Subdivision 1st Amendment, a two lot subdivision, is hereby granted based upon its compliance with the Weber County Land Use Code. This approval is subject to the requirements of applicable review agencies and the conditions of approval listed in this staff report.

Date of Administrative Approval: _____

Rick Grover
Weber County Planning Director

Exhibits

- A. Area Map
- B. Subdivision Application
- C. Plat Map
- D. Feasibility/Approval Letters

Exhibit A: Area Map



Exhibit B. Subdivision Application

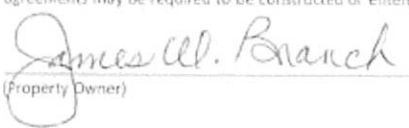

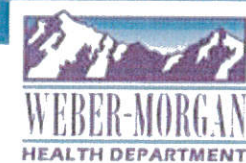
Weber County Subdivision Application			
All subdivisions submittals will be accepted by appointment only. (801) 399-8791. 2380 Washington Blvd. Suite 240, Ogden, UT 84401			
Date Submitted / Completed	Fees (Office Use)	Receipt Number (Office Use)	File Number (Office Use)
Subdivision and Property Information			
Subdivision Name BRANCH SUBDIVISION		Number of Lots 2	
Approximate Address 5856 SNOWBASIN ROAD HUNTSVILLE UTAH 84317		Land Serial Number(s) 200760001 & 200350026	
Current Zoning RESIDENTIAL	Total Acreage 13.90	20-035-0026 20-076-0001 20-035-0068 20-035-0073	
Culinary Water Provider WELL	Secondary Water Provider	Wastewater Treatment SEPTIC SYSTEM	
Property Owner Contact Information			
Name of Property Owner(s) JAMES W. BRANCH		Mailing Address of Property Owner(s) 5856 SNOWBASIN ROAD HUNTSVILLE UTAH 84317	
Phone 801 244 5949	Fax	Preferred Method of Written Correspondence <input checked="" type="radio"/> Email <input type="radio"/> Fax <input type="radio"/> Mail	
Email Address jbranch1947@gmail.com			
Authorized Representative Contact Information			
Name of Person Authorized to Represent the Property Owner(s) SEE ABOVE		Mailing Address of Authorized Person	
Phone	Fax	Preferred Method of Written Correspondence Email Fax Mail	
Email Address			
Surveyor/Engineer Contact Information			
Name or Company of Surveyor/Engineer UTAH LAND SURVEYING LLC		Mailing Address of Surveyor/Engineer 1359 FAIRWAY CIRCLE FARMINGTON UTAH 84025	
Phone 801 725 8375	Fax	Preferred Method of Written Correspondence Email Fax Mail	
Email Address MIKE@UTAHLANDSURVEYING.COM			
Property Owner Affidavit			
I (We), _____, depose and say that I (we) am (are) the owner(s) of the property identified in this application and that the statements herein contained, the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (we) acknowledge that during the subdivision review process, it may be determined that additional requirements, covenants and/or agreements may be required to be constructed or entered into.			
 (Property Owner)		 (Property Owner)	
Subscribed and sworn to me this <u>14</u> day of <u>FEB</u> , 20 <u>20</u>			

Exhibit D. Feasibility/Approval Letters

Private Well Approval Letter

BRIAN W. BENNION, M.P.A., L.E.H.S.
Health Officer/Executive Director



January 23, 2020

Cary Krusoff
5856 Snowbasin Rd
Huntsville, UT 84317

RE: **Private Well Approval at:**
5856 Snowbasin Rd
Huntsville, UT
Parcel #20-035-0026

Dear Mr. Cary Krusoff:

The application for approval of the above referenced well has been submitted for review to determine conformance to the Weber-Morgan District Health Department Regulations for Installation and Approval of Nonpublic Water System Serving 1-14 Connections.

The following have been submitted:

1. The Water Right Number: E5760 (35-13358)
2. Well driller license #654
3. The well is 410 feet deep with a "Non-coated Bentonite Chips" seal to a depth of 40 feet.
4. The well yields 5 GPM with a 0-foot drawdown in 3 hrs.
5. The water samples for the partial inorganic analysis were submitted to Chemtech-Ford Laboratories on January 7, 2020. The water analysis was satisfactory.
6. A bacteriological water sample was collected by staff of this department on January 7, 2020. The water analysis was satisfactory.
7. This is not a shared well.

The required 100-foot protection zone around the well must be kept free from any septic tank absorption systems, garbage dumps, hazardous and toxic material storage or disposal sites, feedlots and other concentrated sources of pollution. We would recommend that a bacteriological sample be collected and submitted for analysis on an annual basis.

Based on compliance with the above requirements, the Health Department considers this an approved well for culinary purposes.

Please contact our office at (801) 399-7160 if you have further questions.

Sincerely,

Summer Day, LEHS III, Program Manager
Division of Environmental Health

EDUCATE ENGAGE EMPOWER

phone: 801 399 7100 • fax: 801 399 7110 • 477 23rd Street Ogden, UT 84401 | www.webermorganhealth.org



1/20/2020

Work Order: 20A0398
Project: [none]

Weber Morgan Health Department
Attn: Michelle Cooke
477 - 23rd St.
Ogden, UT 84401

Client Service Contact: 801.262.7299

The analyses presented on this report were performed in accordance with the National Environmental Laboratory Accreditation Program (NELAP) unless noted in the comments, flags, or case narrative. If the report is to be used for regulatory compliance, it should be presented in its entirety, and not be altered.



Approved By:

Dave Gayer, Laboratory Director



CHEMTECH-FORD
LABORATORIES

Certificate of Analysis

Lab Sample No.: 20A0398-01

Name: Weber Morgan Health Department	Sample Date: 1/7/2020 3:47 PM
Sample Site: 5856 Snowbasin Rd	Receipt Date: 1/8/2020 2:44 PM
Comments: Cary Krasoff	Sampler: Summer Day
Sample Matrix: Drinking Water	Project:
PO Number:	System No.:
Source Code:	Report to State:
Sample Point:	

Parameter	Sample Result	EPA Max Contaminant Level (MCL)	Minimum Reporting Limit	Units	Analytical Method	Preparation Date/Time	Analysis Date/Time	Flag
Inorganic								
Chloride, Free	ND	0.2	0.016	mg/L	SM 4500 CN-E	01/16/2020	01/16/2020	
Fluoride	0.3	4	0.1	mg/L	EPA 300.0	01/08/2020	01/08/2020	
Nitrate as N	ND	10	0.1	mg/L	EPA 300.0	01/08/2020 17:39	01/08/2020 17:39	
Nitrite as N	ND	1	0.1	mg/L	EPA 300.0	01/08/2020 17:39	01/08/2020 17:39	
Surface	20	250	1	mg/L	EPA 300.0	01/08/2020	01/08/2020	
Total Dissolved Solids (TDS)	496	1000	20	mg/L	SM 2540 C	01/13/2020	01/14/2020	
Metals								
Antimony, Total	ND	0.006	0.0005	mg/L	EPA 200.8	01/08/2020	01/08/2020	
Arsenic, Total	0.0006	0.05	0.0005	mg/L	EPA 200.8	01/08/2020	01/08/2020	
Barium, Total	0.265	2	0.005	mg/L	EPA 200.7	01/09/2020	01/09/2020	
Beryllium, Total	ND	0.004	0.001	mg/L	EPA 200.7	01/09/2020	01/09/2020	
Cadmium, Total	ND	0.005	0.0002	mg/L	EPA 200.8	01/08/2020	01/08/2020	
Chromium, Total	ND	0.1	0.005	mg/L	EPA 200.7	01/09/2020	01/09/2020	
Mercury, Total	ND	0.002	0.00020	mg/L	EPA 200.8	01/09/2020	01/09/2020	
Selenium, Total	0.0007	0.05	0.0005	mg/L	EPA 200.8	01/08/2020	01/08/2020	
Thallium, Total	ND	0.002	0.0002	mg/L	EPA 200.8	01/08/2020	01/08/2020	
Microbiology								
Coliform, Total	Absent		1	Org/100 mL	EPA 9223B	01/08/2020 17:15	01/09/2020 17:30	
F-Coli	Absent		1	Org/100 mL	EPA 9223B	01/08/2020 17:15	01/09/2020 17:30	

Weber Basin Water Conservancy Order on Petition



W2923290

1. - 11. 105
South of Piner

EH 2923290 PG 1 OF 8
LEANN H KILTS, WEBER COUNTY RECORDER
31-MAY-18 934 AM FEE \$1.00 DEP OC
REC FOR: WEBER BASIN WATER CONSERV DIST

Account No: 7616

Replacement Contract/District 3

**PETITION TO WEBER BASIN WATER CONSERVANCY DISTRICT
FOR THE ALLOTMENT OF WATER**

James & Dianne Branch Living Trust (herein "Petitioner") hereby applies to the Weber Basin Water Conservancy District (herein "District") for the allotment of the beneficial use of 1.00 acre-foot of untreated replacement water annually, for irrigation and domestic purposes, on land situated in Weber County, Utah, legally described as follows:

Section 23, Township 6N, Range 1E, Acres 6.3

Tax I.D. No.(s): 20-035-0026

Description of Lands:

PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS NORTH 89D35'27" WEST (SOUTH 89D36'25" WEST, RECORD) 1680.00 FEET ALONG THE QUARTER SECTION LINE, NORTH 00D48'08" EAST (NORTH, RECORD) 107.04 FEET, NORTH 75D07'12" WEST (NORTH 75D55'20" WEST, RECORD) 375.33 FEET, SOUTH 77D48'08" WEST (SOUTH 77D00' WEST, RECORD) 360.00 FEET, SOUTH 85D48'08" WEST (SOUTH 85D00' WEST, RECORD) 847.02 FEET, AND SOUTH 54D13'13" WEST (SOUTH 53D25'05" WEST, RECORD) 552.92 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 23 SAID POINT BEING THE WESTERLY MOST CORNER OF BRANCH SUBDIVISION AND RUNNING THENCE SOUTH 47D11'52" WEST (SOUTH 48D00' EAST, RECORD) 504.99 FEET ALONG THE SOUTHWESTERLY BOUNDARY OF SAID BRANCH SUBDIVISION TO THE WEST LINE OF SNOW BASIN ROAD, THENCE SOUTHERLY ALONG THE ARC OF A 172.46 FOOT RADIUS CURVE TO THE LEFT 125.66 FEET (LONG CHORD BEARS SOUTH 21D55'42" WEST 122.90 FEET) THENCE SOUTH 01D03'13" WEST (SOUTH 01D15'05" WEST, RECORD) 96.00 FEET TO THE NORTHEAST CORNER OF BERG WEISS SUBDIVISION, THENCE SOUTH 81D43'41" WEST (SOUTH 80D55'33" WEST, RECORD) 775.98 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION, THENCE NORTH 33D48'08" EAST (NORTH 33D0' EAST, RECORD) 799.99 FEET TO THE POINT OF BEGINNING.

1. APPROVAL BY DISTRICT. In the event that the District grants this petition by executing the Order on Petition, attached hereto, this instrument shall be a contract between the

Petitioner and the District (sometimes referred to herein as the "Contract"), which Contract shall be effective on the date upon which the District enters the Order on Petition.

2. OBLIGATION TO PAY. In consideration of such allotment and upon condition that this Petition is granted by the District, Petitioner agrees:

(a) To pay for the right to use the allotted water an amount annually, which amount initially shall be \$455.91 per acre-foot of water. A portion of the above payment amount is to be applied to the extent required on the District's obligations under bonds or other government-District contracts or capital expenditures, and is to be fixed from time to time by the District's Board of Trustees. The remainder of the above payment amount is to apply to the District's general operation, maintenance, and repair and replacement expenses, and other special expenses and costs incurred in operating, maintaining, repairing and replacing the separate facilities of the District used or required in servicing this Contract, hereinafter referred to as "OM&R". Such fair OM&R amounts shall be estimated each year by the Board of Trustees of the District, and any such determination shall be final and conclusive and binding on all parties. If such estimate is more than the actual cost thereof, an appropriate adjustment will be made in the annual OM&R amount for the year following the year for which the estimate was made.

(b) The amount so fixed shall be paid whether or not the Petitioner actually takes or uses the water allotted.

(c) The first payment of the amounts so fixed shall be a tax lien upon the above-described land and the Petitioner shall be bound by the rules and regulations of the District's Board of Trustees. Nothing contained herein shall be construed to exempt the Petitioner from paying the taxes levied.

(d) Notwithstanding any of the forgoing, the District shall be entitled to change the charging structure of this Contract, including the amounts charged under this Contract, as determined from time to time by the District's Board of Trustees. The District may, in its sole and absolute discretion, change the billing structure outlined herein, including but not limited to changing that billing structure so that the Petitioner is billed based on the amounts of water used ("bill for use"), such that the District may choose to charge by the unit or gallon delivered or used, and may institute tiers that provide for increasing charges for each such unit based on the total use. As outlined in this Contract, Petitioner is obligated to install appropriate metering and measuring devices. Petitioner agrees that any such meter will satisfy all requirements of the District and will properly measure water usage, which measurement may be used by the District in determining any overuse, as outlined below, and in determining the appropriate charge under any bill for use payment structure adopted by the District under this paragraph.

3. PENALTY FOR DELINQUENCY: Every installment or charge required to be paid to the District under this Contract, which shall remain unpaid after its due date, shall bear interest from date of delinquency at a rate of 18% APR.

4. REMEDIES IN CASE OF DEFAULT: If the Petitioner shall fail to make any payment due hereunder on or before the due date, or in the event that the petitioner shall violate any of the terms of this Contract, the District may refuse the delivery of water, or upon written notice to Petitioner, cancel this Contract in its entirety, but either or both of these remedies are not

exclusive. The District may exercise any other remedy given by this Contract or by law to enforce collection of any payment due hereunder.

5. USE OF WATER. The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well for irrigation and domestic purposes at a point located on the land hereinabove described, and for no other use or purpose.

6. OVERUSE. The amount of water to which the Petitioner is entitled annually shall not exceed the allotted amount as described above. In the event that Petitioner receives water in excess of the allotted amount in any given year, whether intentionally or unintentionally, the Petitioner will be billed for the excess water at a rate or rates fixed from time to time by the Board of Trustees of the District. Payment for use of water in excess of the allotted amount shall be paid within 30 days from notification by the District. Failure to make payment in full by the due date will result in the total amount being levied as a tax lien in future years, and, at the District's sole discretion, in the discontinuation of service until payment in full is received by the District.

7. UTAH STATE ENGINEER. Petitioner's use of the water hereby allotted as replacement water shall be subject to such rules and regulations as the Utah State Engineer may from time to time prescribe. The Petitioner shall not use the allotted water in any way, and the District will not be obligated to deliver water to the Petitioner as herein provided, until Petitioner first receives an approved exchange application from the Utah State Engineer. It is the responsibility of the Petitioner to obtain such approved exchange application.

8. DELIVERY OF WATER. Delivery of the water hereby allotted by the District shall be as directed by the Utah State Engineer or his representative at the outlet works of Pineview Reservoir. The District shall have no obligation to provide works or facilities of any type to conduct the water hereby allotted from its point of delivery to its ultimate place of use.

9. WATER SHORTAGE. In the event there is a shortage of water caused by drought, inaccuracies in distribution not resulting from negligence, hostile diversion, prior or superior claims or other causes not within the control of the District, no liability shall arise against the District or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom to Petitioner and the payments to the District provided for herein shall not be abated or reduced because of any such shortage or damage. During periods of water shortage, allocations of drinking water for municipal and domestic use and treated and untreated water for industrial use shall have first priority.

10. WATER CONSERVATION. The Petitioner shall, at a minimum, take the following actions to conserve and protect water: (i) keep water use within the District's conservation goals (ii) follow all applicable water use restrictions for landscape watering; (iii) follow all applicable landscape ordinances.

11. FACILITIES. The Petitioner shall construct, operate and maintain, without cost to the district, the well and appurtenant facilities necessary to secure and accurately measure Petitioner's water supply. The metering or other measuring device installed by Petitioner shall be satisfactory to the Utah State Engineer. The District has no responsibility for the quality or quantity of water that Petitioner is able to secure through the source of Petitioner's well.

12. **BENEFICIAL USE.** The basis, the measure and the limit of the right of the Petitioner in the use of water shall rest perpetually in the beneficial application thereof, and the Petitioner agrees to put the water allotted Petitioner hereby to beneficial use in accordance with law. The Petitioner shall have no right to hold over or accumulate water from year to year, nor to sell or rent the water.

13. **ACCOUNTING AND WATER SUPPLY RECORDS.** The Petitioner shall maintain a set of books and records, satisfactory to the District, which shall keep and furnish suitable records of water supply and the disposition thereof. The Petitioner agrees to provide the above information and documentation to the District upon request, and within 30 days of any such request.

14. **COMPLIANCE WITH LAW.** The Petitioner agrees to fully comply with all applicable federal laws, orders and regulations and the laws of the State of Utah, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground water or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.

15. **INDEMNIFICATION.** Petitioner agrees to indemnify, protect, and save and hold the District harmless against and in respect of any and all claims, losses, liabilities, damages, costs, deficiencies or expenses (including attorney's fees) resulting from any claim for any rights under the Contract or from the non-fulfillment of any covenant or agreement on the part of Petitioner under or relating to this instrument, and any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees and other expenses incident to any of the foregoing.

16. **NUMBER AND JOINT LIABILITY.** In this instrument, the singular number includes the plural and the plural number includes the singular. If this instrument is executed by more than one person, firm, partnership or corporation, the obligations of each such person, firm, partnership or corporation hereunder shall be joint and several.

17. **NO THIRD-PARTY BENEFICIARIES.** Nothing herein shall be interpreted or construed to confer any right or remedy upon, or any duty, standard of care, liability or inference of liability to or with reference to, any person other than the District and the Petitioner and their respective successors and permitted assigns.

18. **GOVERNING LAW; JURISDICTION.** This instrument shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah. Petitioner submits to the jurisdiction of the Second Judicial District Court of the State of Utah in any action or proceeding arising out of or relating to this instrument and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Petitioner waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of the District with respect thereto.

19. **INTERPRETATION.** In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this instrument. The paragraph

headings contained herein are for purposes of reference only and shall not limit, expand, or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association or any combination thereof. If any provision of this instrument or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this instrument and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.

20. **WAIVER.** No failure or delay in exercising any right, power or privilege under this instrument, whether intentional or not, shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of a right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

21. **SUCCESSION AND ASSIGNMENT.** The Contract shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Petitioner may not assign the Contract or any of its rights, interests, or obligations thereunder without the prior written approval of the District.

22. **FURTHER ACTS.** The parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any act which may be necessary or proper to carry out the purposes of the Contract.

23. **INCORPORATION OF RECITALS.** The recitals set forth in this instrument are incorporated herein by reference and made a part hereof.

24. **INTEGRATION.** This instrument sets forth the entire understanding of the parties with respect to the subject matter hereof, and all prior negotiations, correspondence, proposals, discussions, understandings, representations, inducements and agreements, whether oral or written and whether made by a party hereto or by any one acting on behalf of a party, shall be deemed to be merged in and superseded by this instrument and shall be of no further force or effect. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as set forth herein, and no party has relied upon any representation, promise, assurance, covenant, omission or agreement not included in the terms hereof in making the decision to enter into this instrument. This instrument may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements among or between the parties.

25. **AMENDMENTS.** This instrument may not be modified, amended or changed by any oral agreement, either express or implied. No amendment, modification or change in this instrument shall be valid or binding unless reduced to writing and signed by both the District and the Petitioner. The provisions of this and the immediately preceding sentence themselves may not be amended or modified, either orally or by conduct, either express or implied, and it is the declared intention of the parties that no provisions of this instrument, including said two sentences, shall be modifiable in any way or manner whatsoever other than through a written document signed by both the District and the Petitioner.

26. **EXPENSES OF ENFORCEMENT.** In any proceeding to enforce, interpret, rescind or terminate this instrument or in pursuing any remedy provided hereunder or by applicable law, the prevailing party shall be entitled to recover from the other party all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "prevailing party" shall include, without limitation, a party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

27. **EFFECTIVE DATE.** This Contract shall become effective upon approval hereof by the District, as indicated by its endorsement herein below.

28. **REUSE.** The reuse of water delivered pursuant to this contract shall not be allowed without permission of the District. The waste, seepage, or return flow from water delivered pursuant to this contract shall belong to the United States or the District for the use and benefit of the District.

29. **NOTICE.** Any notice herein required to be given to the Petitioner shall be sufficiently given if sent by mail addressed to the Petitioner at the address listed below, or if sent by electronic mail addressed to the Petitioner at the email address listed below, if any such email address is listed, or through public notice, and to the District office if delivered to 2837 East Highway 193, Layton, Utah 84040.

30. **AUTHORIZED EXECUTION.** The individuals signing below each represent and warrant (i) that they are authorized to execute this instrument for and on behalf of the party for whom they are signing; (ii) that such party shall be bound in all respects hereby; and (iii) that such execution presents no conflict with any other agreement of such party.

31. **CONTRACT ASSESSMENTS:** This Petition is governed by the provisions of Utah Code Section 17B-2a-1007, titled "Contract Assessments," together with the rules and regulations of the District's board of trustees relating to contract assessments.

SIGN HERE James Branch
SIGN HERE _____
Petitioners and Owners of Land above-described

James Branch

5856 Snow Basin Road

Huntsville, Utah, 84317

Address

jbranch1947@gmail.com

Email Address

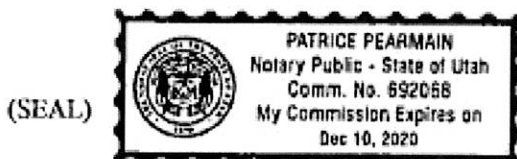
801 244 5949

Phone Number

STATE OF UTAH)
COUNTY OF WEBER : ss.

On the 11 day of APRIL, 20 18, before me, PATRICE PEARMAIN a notary
date month year notary public name
public, personally appeared JAMES BRANCH, proved on the basis of
name of document signer(s)

satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and
acknowledged (he/she/they) executed the same.



Patrice Pearmain
NOTARY PUBLIC SIGNATURE

ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of James & Dianne Branch Living Trust be granted and an allotment of 1.00 acre-foot of water is hereby made to the lands therein described, upon the terms, at the rates, and payable in the manner as in said petition set forth.

DATED this 3 day of May, 2018.

WEBER BASIN WATER CONSERVANCY DISTRICT

BY 
Paul C. Summers, President

ATTEST:


Tage I. Flint, Secretary

(SEAL)



BRIAN W. BENNION, M.P.A., I.F.H.S.
Health Officer/Executive Director



May 7, 2019

Weber County Planning Commission
2380 Washington Blvd.
Ogden, UT 84401

RE: Cary Krusoff
5856 Old Snowbasin Road (APPROX)
Parcel #20-035-0026
Soil log #14402

Gentlemen:

The soil and percolation information for the above-referenced lot have been reviewed. Culinary water will be provided by a private well. **The placement of the well is critical so as to provide the required 100 foot protection zone.** The well will need to be dug, tested and the water supply approved prior to issuance of a wastewater disposal permit.

DESIGN REQUIREMENTS

Documented ground water tables not to exceed 115 inches, fall within the range of acceptability for the utilization of a Deep Wall French Treatment System as a means of wastewater disposal. Maximum trench depth is limited to 96 inches. The absorption field is to be designed using a maximum loading rate of 0.5 gal./sq. ft./day as required for percolation rates of 48 MPI. Engineering will be required to prevent surface water runoff from entering absorption areas and over saturating the system; this would need to be approved through our office.

Plans for the construction of any wastewater disposal system are to be prepared by a Utah State certified individual and submitted to this office for review prior to the issuance of a Wastewater Disposal permit.

The following items are required for a formal **subdivision review**: application, receipt of the appropriate fee, and a full sized copy of the subdivision plats showing the location of exploration pits and percolation tests as well as the documented soil horizons and percolation rates. A subdivision review will not occur until all items are submitted. Mylars submitted for signature without this information will be returned.

Each on-site individual wastewater disposal system must be installed in accordance with R317-4, Utah Administrative Code, Individual Wastewater Disposal Systems and Weber-Morgan District Health Department Rules. Final approval will be given only after an on-site inspection of the completed project and prior to the accomplishment of any backfilling.

Please be advised that the conditions of this letter are valid for a period of 18 months. At that time, the site will be re-evaluated in relation to rules in effect at that time.

Sincerely,

Craig Jorgensen, LEHS
Environmental Health Division
801-399-7160

EDUCATE ENGAGE EMPOWER



May 3, 2019

Cary Krusoff
5856 Snowbasin Road
Huntsville, UT 84317

**Subject: Water Table Monitoring, located at 5856 Snowbasin Road in Huntsville, UT.
Land Serial #20-035-0026.**

This letter is to notify you of the results for water table monitoring that was conducted on your property. Monitoring was performed from January 18, 2019 through April 26, 2019.

The water table for the subject property remained below 115 inches throughout the monitoring period. Therefore a **Deep Wall Trench Wastewater Disposal System** would be suitable for the property with respect to water table. Engineering will be required to prevent surface water runoff from entering absorption areas and over saturating the system; this would need to be approved through our office.

The Weber-Morgan Health Department does not assert that this property meets zoning, subdivision or any other development feasibility requirements.

If not already accomplished, the following requirements must be satisfied in accordance with Utah Administrative code R317-4 and Weber-Morgan Health Department Onsite Wastewater Treatment System regulation, before the Weber-Morgan Health Department is able to issue a letter of feasibility for residential development on the property:

1. Approval of onsite systems in western Weber County is made in accordance with the AGround Water Management Plan for Western Weber County. (adopted by the Weber-Morgan Board of Health 27 August 2001). The plan addresses replacement systems and density requirements.
2. **Drinking water.** Indicate the source. If a private well is used to supply drinking water, the well must be installed and approved.
3. **Soils Evaluation and Percolation Testing.** Soil exploration pits shall be made at

EDUCATE ENGAGE EMPOWER

the minimum rate of one exploration pit per lot proposed. Application and guidance for soils evaluation are available at the health department or online at webermorganhealth.org. Percolation tests may be required based on soil types and must be performed by a certified individual. A list of certified individual is available at the health department

After the requirements above are satisfied, the health department will issue a letter of feasibility for the placement of an onsite wastewater disposal system on the subject property.

Once feasibility has been demonstrated, and the following requirements have been satisfied, the health department will then be able to issue an Onsite Wastewater Disposal Permit:

1. **System design.** Alternative systems must be designed by a Certified, level 3 onsite systems professional or other qualified professional. The system must be designed in accordance with Utah State Rule, R317-4, Onsite Wastewater Systems and Weber-Morgan Health Department Rules for Individual Wastewater Systems.
2. **Building plans.** Plans must include the property's dimensions, topographical features, easements, a floor plan (indicating the number of bedrooms and basement, if applicable), driveways and outbuildings and lot dimensions, placement of the onsite system and the location of system replacement area (must accommodate 100% replacement of the original system).
3. **Subdivision plans.** The location of all exploration pits and percolation test holes shall be clearly identified on the subdivision final plat and identified by a key number or letter designation. The results of such soil test, including stratified depths of soils and final percolation rates for each lot shall be recorded on or with the final plat.

Attached is a copy of all water table measurements and observations. Please contact this office or the undersigned at 801-399-7160 if you have questions.

Sincerely,



Craig Jorgensen, LEHS
Environmental Health Division,

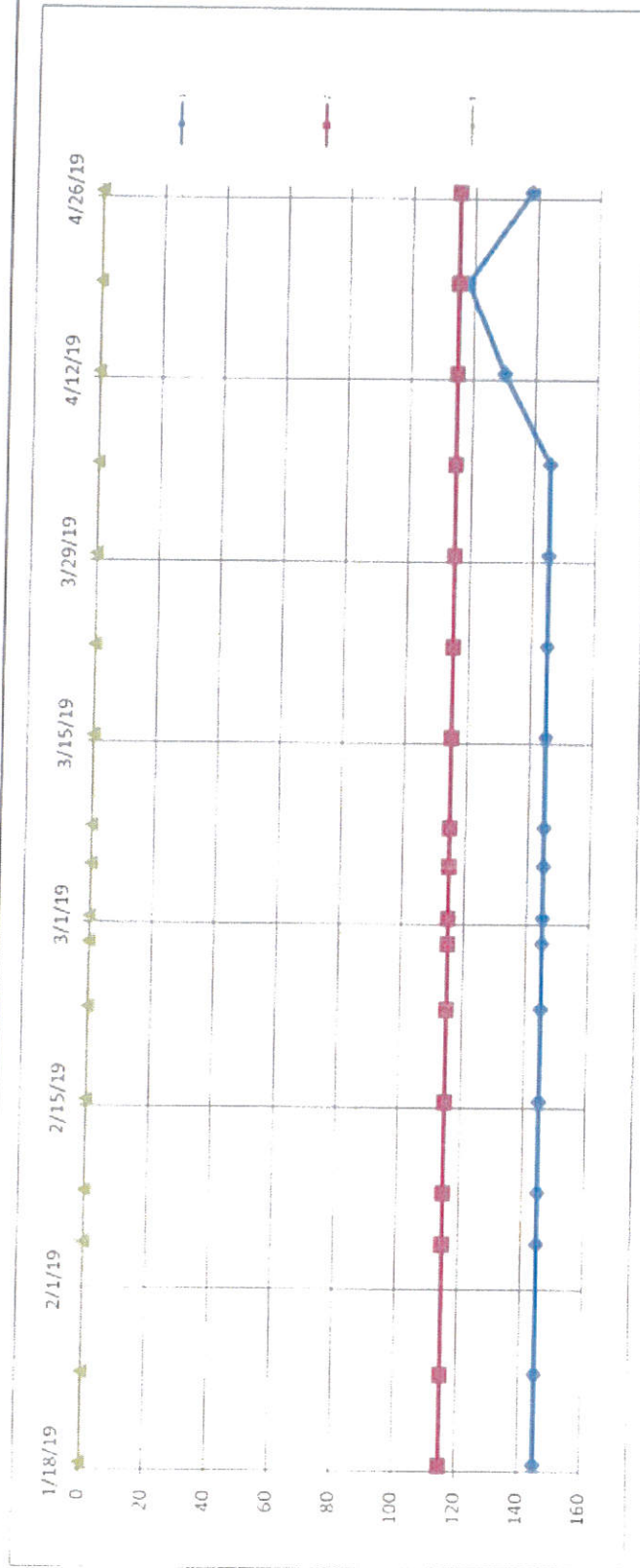
2019 WATER TABLE DATA

Name Cary Krusoff
Address 5856 Snowbasin Rd
Land serial ?

number of wells	3
number of sites	1
total readings	0

Table Key
exceed 36"
exceed 24"
exceed 12"

DATE	1/18/19	1/25/19	2/4/19	2/8/19	2/15/19	2/22/19	2/27/19	3/1/19	3/5/19	3/8/19	3/15/19	3/22/19	3/29/19	4/5/19	4/12/19	4/19/19	4/26/19
READING #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
WELL #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
1	145	145	145	145	145	145	145	145	145	145	145	145	145	145	130	118	138
2	115	115	115	115	115	115	115	115	115	115	115	115	115	115	115	115	115
3																	





Staff Report for Administrative Approval

Weber County Planning Division

Synopsis

Application Information

Application Request: Consideration and action to approve an alternative access that would serve four residential lots.

Agenda Date: Wednesday, April 15, 2020

Applicant: Jeff Butler, Owner

File Number: AAE 2020-01

Property Information

Approximate Address: 2843 S 4700 W, Ogden

Project Area: 5.1 acres

Zoning: Agricultural Zone (A-1)

Existing Land Use: Agriculture/Residential

Proposed Land Use: Residential

Parcel ID: 15-086-0031, 15-086-0030

Township, Range, Section: T6N, R2W, Section 32 NW

Adjacent Land Use

North: Agricultural/Residential

East: Residential

South: Agricultural

West: Agricultural

Staff Information

Report Presenter: Scott Perkes
sperkes@co.weber.ut.us
801-399-8772

Report Reviewer: SB

Applicable Land Use Codes

- Title 101 (General Provisions) Section 7 (Definitions)
- Title 102 (Administration) Chapter 1 (General Provisions) Section 2 (Planning Director Authority)
- Title 104 (Zones) Chapter 5 (Agricultural (A-1) Zone)
- Title 106 (Subdivisions) Chapters 1-8 as applicable
- Title 108 (Standards) Chapter 7 (Supplementary and Qualifying Regulations) Section 29 (Flag lot access strip, private right-of-way, and access easement standards)
- Title 108 (Standards) Chapter 7 (Supplementary and Qualifying Regulations) Section 31 (Access to a lot/parcel using a private right-of-way or access easement)

Background and Summary

The applicant is requesting approval to create a private access road that will provide access to one existing and three future one-acre residential lots. If this application for an alternative access by private right-of-way is approved, the owner will apply for a four-lot subdivision.

While a minimum of a 66-foot wide public right-of-way is preferred to provide access to all residential development, the alternative access option was created as a means for landowners to provide access over, and across areas that restrict the construction of a standard public road. Alternative access applications should be approved as long as the design standards can be implemented during the subdivision process, and the application meets the criteria in LUC §108-7-31(1)(c) which states:

Based on substantial evidence, it shall be shown that it is infeasible or impractical to extend a street to serve such lot/parcel. Financial adversity shall not be considered; however, circumstances that may support approval of a private right-of-way/access easement as access to a lot/parcel may include but not be limited to unusual soil, topographic, or property boundary conditions.

After several meetings with Weber County Staff, it has been determined that at this time it is not feasible or practical to require the owner to construct a 66-foot wide public right-of-way due to a few reasons as listed below:

- 1) The Butlers do not have enough frontage on 4700 W Street due to Utah Power and Light being unresponsive to requests to entertain a land acquisition, land swap, or right-of-way dedication agreement that could allow the Butlers to gain the required frontage.
- 2) The proposed access easement would only be 300' south of the existing 2800 S Street. Traditionally, block separation of 500' minimum is desired. To prevent a jog in east/west connectivity, it may be preferred to allow 2800 S Street to continue directly westward to the north of the subject property.

However as a condition of alternative access exemption approval, staff recommends the following:

- 1) The applicant shall provide written correspondence from Utah Power and Light indicating that Utah Power and Light are unwilling to negotiate a land purchase, land swap, or right-of-way dedication agreement needed to provide the necessary frontage along 4700 S Street to extend a traditional 66-foot wide public right-of-way.

However, should Utah Power and Light indicate that they ARE willing to negotiating a land acquisition, land swap, or right-of-way dedication agreement, the applicant must pursue an agreement that will result in the acquisition or dedication of sufficient frontage along 4700 S Street to extend a 66-foot wide public right-of-way through the proposed future subdivision. This right-of-way will need to allow enough separation to maintain at least a 20-foot side-yard setback with the existing residence and storage structure on the property (a 20-foot side setback with the existing residence assumes that the residence's frontage remains along 4700 S Street, with access being provided via a private access easement along the southern side yard).

If negotiations are unsuccessful, it will be assumed that the Butlers withdrew on their own accord unless documented proof is submitted to the contrary within 90 days of the discontinued negotiations. In the event the Butlers submit proof that Utah Power and Light withdrew from the negotiations on their own accord prior to reaching a mutually beneficial agreement, then the Butlers may proceed with the installation of a private access easement/roadway to provide access to the four proposed residential lots under an approved alternative access exemption. However, if the Butlers withdraw on their own accord from said negotiations, then a conditionally approved alternative access exemption will become null and void.

Should this alternative access exemption be approved, and based on the County's desire to ensure that all development on the subject property (existing and future) can meet setback requirements from a future public roadway, the County may require the applicant to dedicate a full 66-foot right-of-way through the proposed future subdivision (with exception to the width currently encumbered by property held by Utah Power and Light). This dedication would be exacted by the County at the time of subdivision. However, in this scenario an approved alternative access easement and private roadway may continue to be used to provide access to the four future lots until such a time as the County desires to convert the alternative access easement into a public road using said dedicated right-of-way. See the right-of-way dedication depicted on the concept plan provided as **Exhibit B**.

Analysis

Following approval from applicable review agencies and after a thorough review by the Planning Division, staff feels that a private right-of-way that will provide access to one existing and three future residential lots is an appropriate use of the alternative access option.

If this proposal is approved, the applicant will be required to ensure that the following design standards are met for the private right of way, as outlined in LUC §108-7-29(1):

(1) Design standards.

- a. The flag lot access strip, private right-of-way, or access easement shall be designed and built to a standard approved by the county engineer. The improved road surface does not require hard-surface paving, i.e., concrete or asphalt, but the improvements shall meet the following standards.
- b. The flag lot access strip shall have a minimum width of 20 feet and a maximum width of 30 feet. A private right-of-way or access easement shall have a minimum width of 16 feet and a maximum width of 50 feet. The private right-of-way and access easement width standards may be modified by the Weber Fire District in conjunction with the county engineer on a case-by-case basis.

- c. The improved travel surface of the flag lot access strip, private right-of-way, or access easement shall be a minimum of 12 feet wide if the access serves fewer than five dwellings, and a minimum of 20 feet wide if the access serves five or more dwellings.
- d. The improved road surface of the flag lot access strip, private right-of-way, or access easement shall be capable of supporting a minimum weight of 75,000 pounds.
- e. A turnout measuring at least ten feet by 40 feet shall be provided adjacent to the traveled surface of the flag lot access strip, private right-of-way, or access easement (private access) if the private access is greater than 200 feet in length. The turnout shall be located at the approximate midpoint of the private access if its length is between 200 and 800 feet. If the private access length is greater than 800 feet, turnouts shall be provided at least every 400 feet thereafter. These standards may be modified by the Weber Fire District in conjunction with the county engineer on a case-by-case basis.
- f. The flag lot access strip, private right-of-way, or access easement shall have a maximum grade of ten percent. This standard may be modified by the Weber Fire District in conjunction with the county engineer on a case-by-case basis; however, the maximum grade shall not exceed 15 percent.
- g. The flag lot access strip, private right-of-way, or access easement shall have a minimum vertical clearance of 14.5 feet.
- h. No buildings, structures, or parking areas are allowed within the flag lot access strip, private right-of-way, or access easement.
- i. New bridges, including decking and culverts, shall be capable of supporting a minimum weight of 75,000 pounds. For existing bridges, a currently certified engineer statement of load-bearing capabilities must be submitted to the county engineer and the Weber Fire District for review.
- j. The flag lot access strip, private right-of-way, or access easement shall have a minimum inside travel-way radius of 26 feet, outside travel-way radius of 45 feet, and outside clear zone radius of 50 feet on all curves, particularly switchbacks. The width of the access may need to be increased to accommodate these standards.
- k. Water and sewer lines located within the flag lot access strip, private right-of-way, or access easement require written notification from the agencies providing such services.

(2) Safety standards.

- a. The lot address shall be displayed in a prominently visible location at the street entrance to the flag lot access strip, private right-of-way, or access easement.
- b. A turnaround area shall be provided at the home location to allow firefighting equipment to turn around. This area shall be a year-round surface capable of supporting fire equipment (a minimum inside turning radius of 30 feet and an outside turning radius of not less than 45 feet).
- c. A fire hydrant or other suppression method may be required by the fire district.
- d. A site plan showing the location of the home, any proposed access roads, and driveways, along with the location of and distance to the nearest fire hydrant (if available) shall be submitted to the fire district for review.
- e. Conditions may be imposed by the land use authority to ensure safety, accessibility, privacy, etc., to maintain or improve the general welfare of the immediate area.

(3) Lot/parcel standards.

- a. The lot/parcel shall meet all minimum yard and area requirements of the zone in which it is located.
- b. Buildings shall be set back a minimum of 30 feet from the end of the flag lot access strip, private right-of-way, or access easement.
- c. The lot/parcel shall meet the minimum lot width requirement for the zone in which the lot is located at the end of the access strip.
- d. The lot/parcel shall have a flag lot access strip, private right-of-way, or access easement constructed in conformance with subsections (1), (2), and (3) of this section prior to the issuance of land use permits or building permits.

If approved, compliance with the design, safety standards, and lot/parcel standards has been added as a condition of approval to ensure the standards are met.

In addition to demonstrating compliance with the applicable design and safety standards, the applicant will also be required to file an agreement with the County, in which the applicant agrees to pay a proportionate amount of the costs associated with developing a street if, at any time in the future, the county deems it necessary to have the landowner replace the private right of way/easement with a street that would serve as a required access to additional lots, as outlined in LUC §108-7-31(2)(b).

Staff Recommendation

Staff recommends approval of the application to create a private right-of-way that will provide access to on existing and three future one-acre residential lots based on the following conditions:

1. All County reviewing agency requirements shall be met.
2. The private road shall comply with the design, safety, and parcel/lot standards of the alternative access.
3. The applicant shall provide written correspondence from Utah Power and Light indicating that Utah Power and Light are unwilling to negotiate a land purchase, land swap, or right-of-way dedication agreement needed to provide the necessary frontage along 4700 S Street to extend a traditional 66-foot wide public right-of-way.

However, should Utah Power and Light indicate that they ARE willing to negotiating a land acquisition, land swap, or right-of-way dedication agreement, the applicant must pursue an agreement that will result in the acquisition or dedication of sufficient frontage along 4700 S Street to extend a 66-foot wide public right-of-way through the proposed future subdivision. This right-of-way will need to allow enough separation to maintain at least a 20-foot side-yard setback with the existing residence and storage structure on the property (a 20-foot side setback with the existing residence assumes that the residence's frontage remains along 4700 S Street, with access being provided via a private access easement along the southern side yard).

If negotiations are unsuccessful, it will be assumed that the Butlers withdrew on their own accord unless documented proof is submitted to the contrary. In the event the Butlers submit proof that Utah Power and Light withdrew from the negotiations on their own accord prior to reaching a mutually beneficial agreement, then the Butlers may proceed with the installation of a private access easement/roadway to provide access to the four proposed residential lots. However, if the Butlers withdraw on their own accord from said negotiations, then a conditionally approved alternative access exemption will become null and void.

4. The applicant will file an agreement with the County, in which the applicant agrees to pay a proportionate amount of the costs associated with developing a street if, at any time in the future, the county deems it necessary to have the landowner replace the private right of way/easement with a street that would serve as a required access to additional lots, as outlined in LUC §108-7-31(2)(b).

Approval is based on the following finding:

1. At this time, it is not feasible or practical to extend a county right-of-way due to the access strip not having sufficient width and a resultant block separation that would be less than 500 feet.

Administrative Approval

Administrative final approval of Bridger Butler Alternative Access to create a private road that would serve as an access to one existing and three future residential lots.

Date of Administrative Approval: _____

Rick Grover
Planning Director

Exhibits

- A. Application and Narrative
- B. Concept Plan

Property Map



Exhibit A: Application and Narrative

Weber County Alternative Access Application			
Application submittals will be accepted by appointment only. (801) 399-8791, 2380 Washington Blvd. Suite 240, Ogden, UT 84401			
Date Submitted /Completed	Application Fee: \$350.00	Receipt Number (Office Use)	File Number (Office Use)
Application Type			
<input type="checkbox"/> Flag lot access strip <input checked="" type="checkbox"/> Access by Private Right of Way <input type="checkbox"/> Access at a location other than across the front lot line			
Property Owner Contact Information			
Name of Property Owner(s) <i>Jeff Butler</i>		Mailing Address of Property Owner(s) <i>2843 S. 4700 W. Ogden UT 84401</i>	
Phone <i>801-710-9568</i>	Fax	Preferred Method of Written Correspondence <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	
Email Address (required) <i>Butlergardcare@yahoo.com</i>			
Authorized Representative Contact Information			
Name of Person Authorized to Represent the Property Owner(s)		Mailing Address of Authorized Person	
Phone	Fax	Preferred Method of Written Correspondence <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	
Email Address (required)			
Property Information			
Project Name Bridger Butler Subdivision	Total Acreage 5.1 acres	Current Zoning A-1	
Approximate Address 2843 S. 4700 W. Weber County	Land Serial Number(s) 15-086-0030		
Proposed Use 4 lot subdivision			
Project Narrative Requesting a private right-of-way access easement due to impractical circumstances listed below: 1. Adjoining parcel owner, owned by Utah Power & Light, is unwilling to negotiate boundary line adjustments or land swaps. 2. 2800 South Street would be a more suitable option for the Weber County future road connectivity.			

Basis for Issuance of Flag lot access strip

The land use authority shall determine whether or not it is feasible or desirable to extend a street to serve a parcel(s) or lot(s) at the current time, rather than approving a flag lot.

Sec. 108-7-30. - Flag lots

- (a) Criteria to be used in determining feasibility or desirability of extending a street shall include, but not be limited to topography, boundaries, and whether or not extending a road would open an area of five acres or more in Western Weber County and ten acres or more in the Ogden Valley for development.
- (b) The lot area exclusive of the access strip shall be a minimum of three acres.
- (c) Each lot shall access a street by means of its own fee title access strip. Successive stacking of lots on the same access strip is not permitted.
- (d) No access strip shall exceed 800 feet in length.
- (e) A maximum of two flag lot access strips may be located adjacent to each other.
- (f) No flag lot shall be allowed which proposes to re-subdivide or include within it (including the access strip) any portion of an existing lot in a recorded subdivision. No subdivision shall be vacated, re-subdivided, or changed in order to meet the requirements of this section.

Please provide information to support your request for a flag lot access strip outlining how the request meets the criteria listed above.

Basis for Issuance of Access by Private Right of Way

Lots/parcels which do not have frontage on a street, but which have access by a private right-of-way or access easement may, under certain circumstances, use a private right-of-way or access easement as the primary access. Approval is subject to the applicant demonstrating compliance with the following criteria and conditions:

Sec. 108-7-31. - Access to a lot/parcel using a private right-of-way or access easement:

Criteria.

- a. The lot/parcel is a bona fide agricultural parcel that is actively devoted to an agricultural use that is the main use; or
- b. The lot/parcel is a bona fide agricultural parcel that is actively devoted to an agricultural use that is the main use and is the subject parcel of an approved agri-tourism operation; or
- c. Based on substantial evidence, it shall be shown that it is unfeasible or impractical to extend a street to serve such lot/parcel. Financial adversity shall not be considered; however, circumstances that may support an approval of a private right-of-way/access easement as access to a lot/parcel may include but not be limited to unusual soil, topographic, or property boundary conditions.

Conditions.

- a. It shall be demonstrated that the agricultural parcel or other lot/parcel has appropriate and legal access due to historic use, court decree, or the execution of an easement, right-of-way, or other instrument capable of conveying or granting such right; and
- b. The landowner of record or authorized representative shall agree to pay a proportionate amount of the costs associated with developing a street if, at any time in the future, the county deems it necessary to have the landowner replace the private right-of-way/easement with a street that would serve as a required access to additional lots. The agreement shall be in the form considered appropriate and acceptable to the office of the Weber County Recorder and shall recite and explain all matters of fact, including a lot/parcel boundary description, which are necessary to make the agreement intelligible and show its successive nature.

Please provide the following information to support your request for access to a lot/parcel using a private right-of-way or access easement:

- ☐ Attach proof to this application that the agricultural parcel or other lot/parcel has appropriate and legal access due to historic use, court decree, or the execution of an easement, right-of-way, or other instrument capable of conveying or granting such right.
- ☐ The landowner of record or authorized representative agrees to pay a proportionate amount of the costs associated with developing a street if, at any time in the future, the County deems it necessary to have the landowner replace the private right-of-way/easement with a street that would serve as a required access to additional lots. The agreement shall be in the form considered appropriate and acceptable to the office of the Weber County Recorder and shall recite and explain all matters of fact, including a lot/parcel boundary description, which are necessary to make the agreement intelligible and show its successive nature.

Basis for Issuance of Access to a lot/parcel at a location other than across the front lot line

Access to lots/parcels at a location other than across the front lot line may be approved as the primary access, subject to the following criteria:

Sec. 108-7-32 - Access to a lot/parcel at a location other than across the front lot line.

- (1) The applicant demonstrates that special or unique boundary, topographic, or other physical conditions exist which would cause an undesirable or dangerous condition to be created for property access across the front lot line.
- (2) It shall be demonstrated that appropriate and legal access exists due to historic use, court decree, or the execution of an easement, right-of-way, or other instrument capable of conveying or granting such right.

Please provide the following information to support your request for Access to a lot/parcel at a location other than across the front lot line:

- ☐ Attach proof that appropriate and legal access exists due to historic use, court decree, or the execution of an easement, right-of-way, or other instrument capable of conveying or granting such right.
- ☐ The landowner of record or authorized representative agrees to pay a proportionate amount of the costs associated with developing a street if, at any time in the future, the County deems it necessary to have the landowner replace the private right-of-way/easement with a street that would serve as a required access to additional lots. The agreement shall be in the form considered appropriate and acceptable to the office of the Weber County Recorder and shall recite and explain all matters of fact, including a lot/parcel boundary description, which are necessary to make the agreement intelligible and show its successive nature.

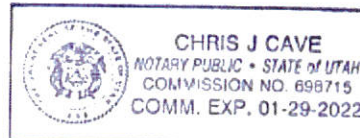
Property Owner Affidavit

I (We), Cass Butts Yisqi Butler, depose and say that I (we) am (are) the owner(s) of the property identified in this application and that the statements herein contained, the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (We) understand that an approval of an alternative access application does not grant a legal right to access property that I (we) currently do not own.

Cass Butts Property Owner Yisqi Butler Property Owner

Subscribed and sworn to me this 26 day of March, 2020

[Signature] Notary



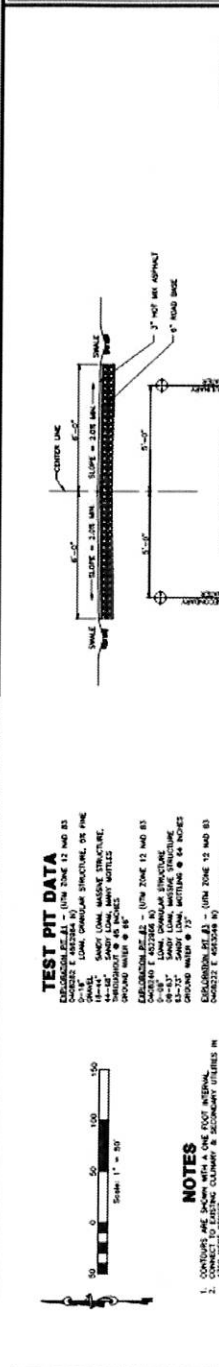
Authorized Representative Affidavit

I (We), _____, the owner(s) of the real property described in the attached application, do authorize as my (our) representative(s), _____, to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the County considering this application and to act in all respects as our agent in matters pertaining to the attached application.

Property Owner _____
Property Owner

Dated this _____ day of _____, 20____, personally appeared before me _____, the signer(s) of the Representative Authorization Affidavit who duly acknowledged to me that they executed the same.

Notary



VICINITY MAP
SCALE: NONE

NOTES

- [illegible]

TEST PIT DATA

[illegible]**ZONE INFO.**

ZONE A-1 (AGRICULTURAL

BOUNDARY DESCRIPTION

BEINGING AT A POINT 800' FROM 50214.17W
2203.8N FEET AND 48675.527W 1.51 FEET FROM
THE NORTH CORNER OF SECTION 32, THENCE
N 01° 03' 00" E 164.40 FEET, THENCE S 87° 25' 00" E
300.00 FEET, THENCE S 87° 25' 00" E 146.32 FEET, THENCE
N 89° 07' 15" W 590.94 FEET, THENCE S 02° 34' 15" E
199.19 FEET, THENCE S 87° 25' 00" E 134.23 FEET, THENCE
E 11° 00' 00" N 100.00 FEET, THENCE S 87° 25' 00" E
FEET TO THE POINT OF BEGINNING. 349.17 FEET 643.89
CONTAINING 222.20 SQUARE FEET OR 5.18 ACRES

LEGEND

- | | |
|--|--|
| <ul style="list-style-type: none"> — SECTION CORNER — BOUNDARY LINE — LOT LINE — ACROSSING PROPERTY — EASEMENTS — EASEMENT — SECTION TIE LINE | <ul style="list-style-type: none"> — PROPOSED SEWER MAIN — EXISTING SEWER MAIN — PROPOSED FIRE HYDRANT — EXISTING FIRE HYDRANT — PROPOSED FIRE HYDRANT — EXISTING POWER POLE — EXISTING ASPHALT SURFACE — PROPOSED ASPHALT SURFACE — ROAD REDEVELOPMENT — EXISTING STRUCTURE — POSSIBLE FUTURE ROAD REDEVELOPMENT |
|--|--|

Bridger Butler Subdivision

Weber County, Utah

DEVELOPER:

Jeff Butler
2843 S. 4700 W.
Taylor, UT. 84401
(801) 710-9568

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