

## SOUTH WEBER PLANNING COMMISSION AGENDA

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PUBLIC NOTICE is hereby given that the Planning Commission of SOUTH WEBER CITY, Utah, will meet in an electronic meeting on Thursday, May 28, 2020 streamed live on YouTube, commencing at 6:00 p.m.

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

1. Pledge of Allegiance: Commissioner Grubb
2. Public Comment: Anyone requesting to comment live via Zoom must pre-register at the following <https://forms.gle/PMJFhYFJsD3KCi899> before 5 pm on the meeting date. Comments will also be accepted at [publiccomment@southwebercity.com](mailto:publiccomment@southwebercity.com)
  - a. Individuals may speak once for 3 minutes or less
  - b. State your name and address
  - c. Direct comments to the entire Commission
  - d. Note Planning Commission will not respond during the public comment period
3. Approval of Consent Agenda
  - a. 2020-04-09 Minutes
4. **Final Subdivision Plat:** South Weber Transition Subdivision (1 Lot & Remainder Parcel) approx. 4.2 acres zoned CH located at approx. 7700 S 2700 E on Parcel (13-034-0065). Applicant Dan Murray
5. **Final Site & Improvement Plans:** South Weber Transition Subdivision Lot 1 (**Morty's Car Wash**). Applicant Scott Mortensen
6. **Conditional Use Permit:** South Weber Transition Subdivision Lot 1 (**Morty's Car Wash**). Applicant Scott Mortensen
7. Planning Commission Comments (Boatright, Grubb, Johnson, Osborne, Walton)
8. Adjourn

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

THE UNDERSIGNED DULY APPOINTED DEVELOPMENT COORDINATOR FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED, EMAILED, OR POSTED TO: 1. CITY OFFICE BUILDING 2. FAMILY ACTIVITY CENTER 3. CITY WEBSITE [www.southwebercity.com](http://www.southwebercity.com) 4. UTAH PUBLIC NOTICE WEBSITE [www.pmn.utah.gov](http://www.pmn.utah.gov) 5. THE GOVERNING BODY MEMBERS 6. OTHERS ON THE AGENDA

**DATE:** May 22, 2020

**DEVELOPMENT COORDINATOR:** Kimberli Guill



# **SOUTH WEBER CITY PLANNING COMMISSION MEETING**

**DATE OF MEETING:** 9 April 2020

**TIME COMMENCED:** 6:01 p.m.

**LOCATION:** Electronic Meeting through Zoom

**PRESENT: COMMISSIONERS:**

Tim Grubb  
Gary Boatright  
Rob Osborne  
Wes Johnson  
Taylor Walton

**CITY PLANNER:**

Barry Burton

**CITY ENGINEER:**

Brandon Jones

**DEVELOPMENT COORDINATOR:**

Kimberli Guill

**Transcriber:** Minutes transcribed by Michelle Clark

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**ATTENDEES:** Blair Halverson

**PLEDGE OF ALLEGIANCE:** Commissioner Johnson

**Public Comment:** All comments to be submitted by email to [publiccomment@southwebercity.com](mailto:publiccomment@southwebercity.com). Comments must be received prior to the meeting start time. Subject line should include meeting date, item# (or general comment), first and last name. Comments without first and last name will not be included in the public record.

## **Approval of Consent Agenda**

- **Minutes of 12 March 2020**

An amendment was made to the 12 March 2020 minutes to change page 2 - date of April 16, 2020 to April 9, 2020.

**Commissioner Johnson moved to approve the consent agenda as amended. Commissioner Boatright seconded the motion. Commissioners Boatright, Osborne, Walton, and Johnson voted aye. Commissioner Grubb abstained. The motion carried.**

**Presentation/Discussion: Development at approximately 475 E 6650 S (17 acres) by Carter Randall:** Carter Randall & Nate Harbertson – reviewed the site plan with future road plan. Nate stated, as a result from the meeting held with the City Council on 9 March 2020, the number of apartment units from approximately 200 to 140 and 4 to stories to 3 stories. He then reviewed



the animated site plan with hotel, fuel/c-store, strip center, etc. and pointed out when they scaled this back, they added more green space. On the east side there is room for a park. There are walking trails along the backside that will flow through the tree line. He also reviewed the retail development slides including the street view, and the hospitality development as seen from 475 East and as seen from I-84 on ramp.

Nate reviewed the multi-family development view from I-84 on-ramp, the storage development for residential storage and RV/Boat Storage. Nate pointed out there will be a wall that will disguise the storage, but still match the whole development. Carter discussed using the storage facility as a buffer.

Carter reviewed the Estimated Financial Benefits to South Weber City  
**Estimated Financial Benefits to South Weber City**

Current	Property Taxes	Approx. Property Value	Property Tax Rate	Tax Receipts	South Webers Portion
			0.66%		11.76%
	Green Belt	U/K		\$0.00	<b>\$0.00</b>
Developed	Fuel Station	\$ 2,000,000.00		\$ 13,200.00	\$ 1,552.32
	Strip Center	\$ 1,200,000.00		\$ 7,920.00	\$ 931.39
	Storage Units	\$ 3,000,000.00		\$ 19,800.00	\$ 2,328.48
	Multi Family	\$ 24,000,000.00		\$ 158,400.00	\$ 18,627.84
	Hotel	\$ 5,000,000.00		\$ 33,000.00	\$ 3,880.80
		<b>\$ 35,200,000.00</b>		<b>\$ 232,320.00</b>	<b>\$ 27,320.83</b>
Sales Taxes		Gross Sales	South Weber Sales Tax Rate		
			2.30%		
	Fuel Station	\$ 5,000,000.00		\$ 115,000.00	
	Strip Center	\$ 4,000,000.00		\$ 92,000.00	
	Hotel	\$ 2,000,000.00		\$ 46,000.00	
		<b>\$ 11,000,000.00</b>		<b>\$ 253,000.00</b>	<b>\$ 253,000.00</b>
			<b>Total Income</b>		<b>\$ 280,320.83</b>

Carter stated we believe that while this development will provide benefits to the current and future citizens of South Weber City by providing Hospitality, Storage Facilities, Commercial Services., Fuel and Groceries, we see the impact on South Weber City infrastructure as minimal. Due to the proximity of this site to I-84, we are confident that any users that are not South Weber City residents will use I-84 as their means of entrance and exit from the City. There would be no benefit for individuals using this development to travel into South Weber City to access Hwy 89 or Riverdale.

Carter feels this development will substantially increase revenues generated by this property and have nearly no negative impact to either those new revenues or to South Weber City's infrastructure.

Barry asked if this site could support a sit-down restaurant. Nate stated once it is all built out, that might be a possibility. Carter explained this site plan isn't set in stone. He has reached out to McDonalds, In and Out, etc. but most of them want to see a bigger traffic count. He feels a



local Burly Burger style would do fine there. He discussed the site developing before a hotel would be interested. Barry asked if there is a phasing plan. Carter stated it will be phased. He pointed out he and Nate would not be doing the hotel development. He explained the phasing as follows: fuel station, multi-family, storage, commercial, and then hotel. Nate discussed being with this long term and establishing CC&R's for a Homeowner's Association (HOA).

Commissioner Boatright asked why multi-family development in the middle of a commercial area. Carter discussed it financially making sense for the project. Commissioner Grubb stated there is no doubt this will have minimal impact because it is an easy on and off I-84, but this is the only parcel the city has for commercial in the entire west end of South Weber City and when you take up half of it for \$27,000 and the rest is \$253,000. He discussed this being the best place for commercial. He doesn't feel 140 units will help sustain the fuel station, strip center, and hotel. He understands the need for the multi-family for funding, but he is struggling with the concept of multi-family and storage units. Carter mentioned he and Nate have represented the family who owns this property for years. He described the multi-family being the anchor for the development. Commissioner Osborne discussed not wanting to give up valuable commercial land to a multi-family unit. Nate explained they are trying to come up with a happy medium with the alternative being the property sitting as agriculture for the next twenty years. Carter isn't opposed to phasing the project differently if the city wants. There needs to be some feasibility testing for the fuel station and the ground water. Commissioner Johnson discussed people not wanting to live close together because of the threat of spreading a disease (COVID 19). He would prefer to see more commercial for this area. He would like to see a good quality restaurant and more retails units. Carter discussed how multi-family is where people are going, and retail is where people are vacating.

Commissioner Walton would like to know what has been done for ownership verses rental for residential. Carter stated they have not modeled the townhome style, but he does not think this location may be where most people would want to purchase. Commissioner Walton discussed rentals being more transient and those who own take better care of their property. Nate understands the stigma about rentals, but when you have a nice project and you qualify your tenants, the longevity of the project is maintained and there is more control with the property. Carter suggested the possibility of half seniors and half market rate, which has been done in Centerville. He pointed out having seniors creates less turnover and less impact on the school system.

City Engineer, Brandon Jones, explained if the project is a townhome style, it takes up more commercial property. Carter discussed the challenge with the overhead powerlines. Commissioner Osborne does not feel the city is interested in the multi-family. Carter appreciates the push back on multi-family, but it is what makes it financially pencil for them. He is open to sit down with the city and discuss the possibilities of the city purchasing the property so that the city has control of what is developed on the property. Commissioner Osborne discussed the city not being a developer. Commissioner Boatright is concerned with the developer building it, and then down the road selling the development, and the city is left with it.

Councilman Halverson discussed the citizens not wanting a mixed-use type development. He feels the clustering of the apartments in the center has helped to maximize the commercial; however, the city now has an R-7 Zone. He pointed out there are other properties in the city that have similar requests. Carter discussed reducing the units to 120 units and add another one or



two retail units. Nate asked if there is a possibility for any residential on the property because they are never going to get commercial for the entire development. Carter discussed modifying the site plan to a degree, but the feel of the project is all in the design. Commissioner Walton discussed a master planned type project verses a piece meal. He is not opposed to more residential if it is a quality project. Commissioner Boatright understands the need to make it profitable, but recommended the developer take the feedback and come back to see what can happen. Commissioner Johnson suggested moving the multi-family closer to the residential to the south. Commissioner Grubb recommended moving the multi-family closer to the substation so that it is not right in the center. Commissioner Osborne agreed. Barry Burton, City Planner, discussed the reality of developers wanting a multi-family component to developments. He understands this being tough given the atmosphere in the community right now.

**ADJOURNED:** Commissioner Grubb moved to adjourn the Planning Commission meeting at 7:48 p.m. Commissioner Boatright seconded the motion. Commissioners Boatright, Grubb, Osborne, Walton, and Johnson voted aye. The motion carried.

**APPROVED:** \_\_\_\_\_ **Date**  
**Chairperson: Rob Osborne**

\_\_\_\_\_  
**Transcriber: Michelle Clark**

\_\_\_\_\_  
**Attest: Development Coordinator: Kimberli Guill**



**SOUTH WEBER TRANSITION SUBDIVISION  
FINAL PLAT REVIEW  
By Barry Burton 5.13.20**

**-APPROVED TO FORWARD TO PLANNING COMMISSION-**

**PL 1:** The proposal has been altered from 3 lots to one lot with a remainder parcel. Lot 1, intended for a car wash, has been slightly enlarged to accommodate all the necessary vehicular circulation and access improvements. This is not a problem.

**PL 2:** Curb, gutter and sidewalk are existing on 2700 East. Utility connections will be part of the conditional use/site plan for the car wash.

**PL 3:** I advise the Planning Commission forward this final plat to the City Council with a recommendation of approval.



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**MEMORANDUM**

TO: South Weber City Planning Commission

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



CC: Barry Burton – South Weber City Planner

RE: **SOUTH WEBER TRANSITION SUBDIVISION PLAT**  
**Engineering Review (Final)**

Date: May 22, 2020

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Our office has completed a review of the Final Plat for the South Weber Transition Subdivision, dated May 20, 2020. We recommend approval subject to the following being addressed prior to final approval from the City Council.

**PLAT**

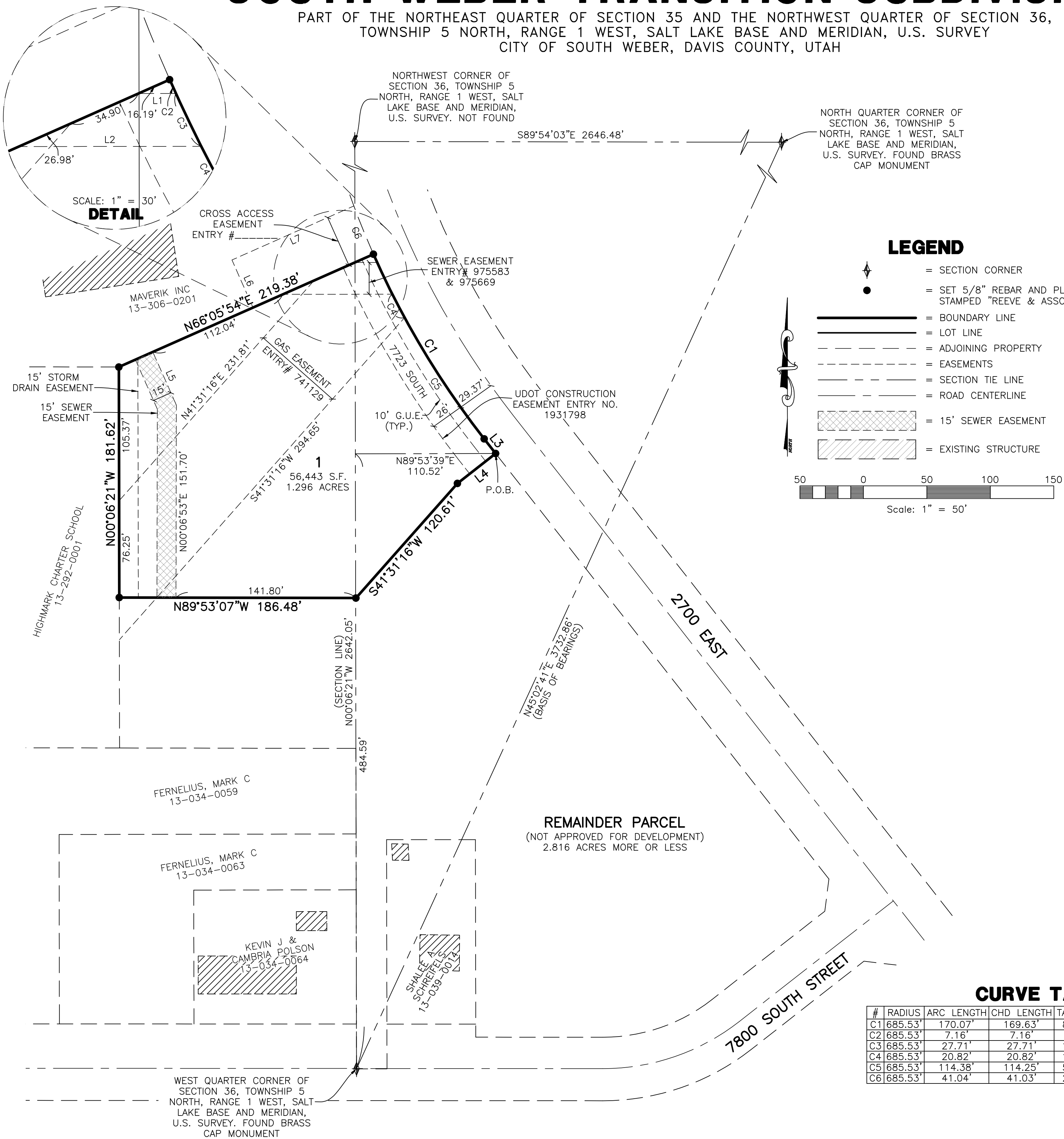
- E1. It is our understanding that there are two petroleum line easements: one for Phillips 66 (Pioneer Pipeline) and one for Holly Energy (formerly Plains All American Pipeline, formerly Rocky Mountain Pipeline).
  - a. The final plat needs to be submitted to both companies for their review. An approval letter from both companies is needed to verify that the easements have been shown correctly.
  - b. A signature line is needed in the Easement Approval block for both companies.
- E2. The new storm drain easement needs additional information in order to clearly describe its location (e.g. dimensions along boundary, hatching, dimension of width, etc.).



SHEET 1 OF 1

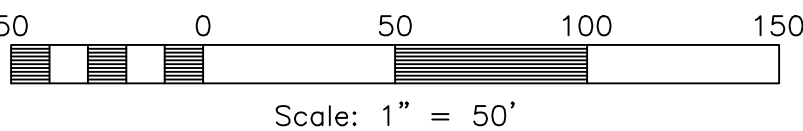
## SOUTH WEBER TRANSITION SUBDIVISION

PART OF THE NORTHEAST QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION 36,  
TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY  
CITY OF SOUTH WEBER, DAVIS COUNTY, UTAH



## LEGEND

- SECTION CORNER
- SET 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
- BOUNDARY LINE
- LOT LINE
- ADJOINING PROPERTY
- EASEMENTS
- SECTION TIE LINE
- ROAD CENTERLINE
- 15' SEWER EASEMENT
- EXISTING STRUCTURE



## NARRATIVE

THE PURPOSE OF THIS PLAT IS TO DIVIDE THIS PROPERTY INTO LOTS AND STREETS. ALL BOUNDARY CORNERS AND REAR LOT CORNERS WERE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES".

## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE MEASURED LINE BETWEEN THE WEST QUARTER CORNER OF SECTION 36 AND THE NORTH QUARTER CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SHOWN HEREON AS N45°02'41"E

## BOUNDARY DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY OF 2700 EAST, SAID POINT BEING N00°06'21"W 484.59 FEET AND N89°53'39"E 110.52 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE S51°56'09"W 38.22 FEET; THENCE S41°31'16"W 120.61 FEET; THENCE N89°53'07"W 186.48 FEET; THENCE N00°06'21"W 181.62 FEET; THENCE N66°05'54"E 219.38 FEET TO THE WESTERLY RIGHT OF WAY OF 2700 EAST; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 685.53 FEET, AN ARC LENGTH OF 170.07 FEET, A DELTA ANGLE OF 14°12'51", A CHORD BEARING OF S30°57'26"E, AND A CHORD LENGTH OF 169.63 FEET; AND (2) S38°03'51"E 14.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 56,443 SQUARE FEET OR 1.296 ACRES MORE OR LESS.

## CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	685.53'	170.07'	169.63'	85.47'	S30°57'26"E	14°12'51"
C2	685.53'	7.16'	7.16'	3.58'	S24°08'58"E	0°35'55"
C3	685.53'	27.71'	27.71'	13.86'	S25°36'24"E	2°18'57"
C4	685.53'	20.82'	20.82'	10.41'	S27°38'04"E	1°44'23"
C5	685.53'	114.38'	114.25'	57.32'	S33°17'03"E	9°33'36"
C6	685.53'	41.04'	41.03'	20.52'	S22°08'06"E	3°25'48"

## LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°55'34"W	17.73'
L2	S89°55'34"W	86.28'
L3	S38°03'51"E	14.66'
L4	S51°56'09"W	38.22'
L5	N23°54'06"W	45.80'
L6	N23°54'06"W	41.01'
L7	N66°05'54"E	105.04'

## SOUTH WEBER CITY PLANNING COMMISSION

APPROVED BY THE SOUTH WEBER PLANNING COMMISSION ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

## SOUTH WEBER CITY ENGINEER

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

SOUTH WEBER CITY ENGINEER

DATE

## SOUTH WEBER CITY COUNCIL

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

SOUTH WEBER CITY MAYOR

ATTEST:

CITY RECORDER

## SOUTH WEBER CITY ATTORNEY

APPROVED BY THE SOUTH WEBER CITY ATTORNEY THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

SOUTH WEBER CITY ATTORNEY

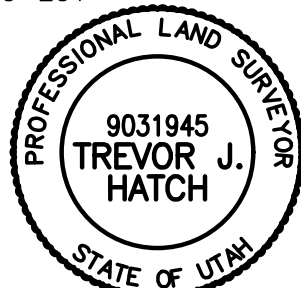
## SURVEYOR'S CERTIFICATE

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

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

9031945

UTAH LICENSE NUMBER



## OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT **SOUTH WEBER TRANSITION SUBDIVISION**, AND DO HEREBY DEDICATE TO SOUTH WEBER CITY THOSE CERTAIN STRIPS AS EASEMENTS FOR GENERAL UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF GENERAL UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY SOUTH WEBER CITY; AND ALSO DEDICATE, OR CONFIRM AS EXISTING, THE EASEMENTS FOR THE RESPECTIVE UTILITY COMPANIES AS SHOWN HEREON, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN ANY EASEMENT DESCRIBED HEREON.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

FOR: MURRAY FAMILY INVESTMENTS LLC

DANNY LEE MURRAY

## ACKNOWLEDGMENT

STATE OF UTAH )  
COUNTY OF \_\_\_\_\_ )

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

RESIDING IN \_\_\_\_\_ COUNTY, \_\_\_\_\_

## EASEMENT APPROVAL

THIS PLAT IS HEREBY APPROVED BY:

PIONEER PIPELINE \_\_\_\_\_ DATE \_\_\_\_\_

PACIFICORP \_\_\_\_\_ DATE \_\_\_\_\_

## PROJECT INFORMATION

Surveyor: **T. HATCH**  
Project Name: **SOUTH WEBER TRANSITION SUBD.**  
Designer: **N. ANDERSON**  
Begin Date: **1-21-2020**  
Number: **6195-06**  
Scale: **1"=50'**  
Revision: **5-7-2020 N.A.**  
Checked: \_\_\_\_\_

## DAVIS COUNTY RECORDER

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

RECORDED FOR:

DAVIS COUNTY RECORDER

DEPUTY,





**MORTY'S CAR WASH**  
**FINAL CONDITIONAL USE/SITE PLAN REVIEW**  
**By Barry Burton 5.22.20**

**-APPROVED TO FORWARD TO PLANNING COMMISSION-**

**PL 1:** The proposal is to establish a car wash with 3 automatic bays and 4 self-serve bays on Lot 1 of the South Weber Transition Subdivision. The Planning Commission previously recommended approval of a rezone on the property from C-H to C and granted preliminary conditional use/architectural site plan approval.

**PL 2:** Curb, gutter and sidewalk are existing on 2700 East. A water connection in 2700 East will be required. Sewer and storm drain are already stubbed into the site.

**PL 3:** Standards for approval are found in Section 10-7-3 D of the South Weber City Code. They are as follows:

*1. The proposed use shall not generate enough traffic to be detrimental to the immediate neighborhood.*

The Traffic Impact Study performed by Reeve and Associates indicates there will be no change in the level of service on 2700 E. nor at the intersection of South Weber Drive and 2700 E.

*2. The proposed development shall not overload the carrying capacity for which local streets were designed.*

See the comment above.

*3. Internal traffic circulation shall not adversely affect adjacent residential properties.*

There are no adjacent residential properties.

*4. Parking facilities location shall not adversely affect adjacent residential properties.*

There are no adjacent residential properties.

*5. Parking facilities shall be effectively screened from adjacent residential properties.*

There are no adjacent residential properties.



*6. The relationship of structures and parking shall be complementary to the aesthetics of the general area.*

This structure and its parking will be complimentary to Maverik adjacent to the north and should have no ill effect on any other adjacent property.

*7. The proposed sign(s) shall not adversely affect the development itself or the overall aesthetics of the general area.*

The proposed sign is a pole sign 16' in height and 48 square feet in area. That area is for one side, but according to our ordinance, we only count one side of a two-sided sign. Both height and area are well within Class 5 sign allowances. The sign is placed so that it will be blocked from view from nearby homes by the building. The sign will be similar in character to other signs in the area.

*8. The proposed landscaping shall be sufficient to enhance the aesthetic acceptability of the development.*

The landscape plan will provide for an aesthetically pleasing yard with an interesting design, a variety of appropriate plantings and good use of different rock mulches.

*9. The project shall be landscaped and maintained with a sprinkler system.*

An irrigation plan has been submitted that provides for appropriate plant watering throughout the site. With the exception of the grass park strip, the site will all be drip irrigated for a water-wise design.

**PL 4:** I recommend this proposal be forwarded to the City Council with a recommendation of approval as submitted.



**MEMORANDUM**

TO: South Weber City Planning Commission

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



CC: Barry Burton – South Weber City Planner

RE: **MORTY'S CAR WASH  
Engineering Review (Final)**

Date: May 22, 2020

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Our office has completed a review of the following plans and studies:

- Final Site and Improvement Plans for Morty's Car Wash from Reeve & Associates, dated May 20, 2020
- Geotechnical Report from CMT Engineering, dated March 24, 2020
- Trip Generation Study from Reeve & Associates, dated January 27, 2020
- Traffic Impact Study from Reeve & Associates, dated March 23, 2020
- Photometric Study from Nichols Taylor, dated January 22, 2020
- Sound Study from Supreme West, dated March 1, 2020

**STUDIES / EVALUATIONS**

- Geotechnical Study. No unresolved detrimental impacts were identified. Construction must comply with the recommendations of the study.
- Traffic Impact Study. The results of the TIS indicate no change in the Level of Service (LOS): "LOS of the existing accesses and roadways are projected to remain the same postconstruction."
- Photometric (Light) Study. No significant detrimental impacts to the surrounding residential properties were identified.
- Sound Study. No significant detrimental impacts to the surrounding residential properties were identified.
- Sewer. Based on the 265,000 gal/month usage amount provided by Scott Mortensen, we have calculated 25 ERU's for sewer. The existing sewer system has excess capacity sufficient to carry these projected flows.
- Parking. If a high intensity use is assumed, Section 10-8-5 of the City Code would require 14 stalls for the car wash. 25 are being provided. Therefore, sufficient parking is being provided.



## **RECOMMENDATION**

We recommend approval subject to the following items being addressed prior to final approval from the City Council.

### **GENERAL**

- E1. Subdivision Plat. The car wash is proposed to be located on Lot 1 of the South Weber Transition Subdivision. The subdivision needs to be approved prior to approval of this site plan.
- E2. SWWID Approval Letter. A Will-Serve letter has been received. Final plans need to be submitted to the South Weber Water Improvement District and an approval letter provided indicating that the improvement plans meet their requirements.
- E3. Petroleum Lines Approval Letters. There are three petroleum lines that cross the property. Holly Energy (formerly Plains All American, formerly Rocky Mountain Pipeline) owns two lines, and Phillips 66 (Pioneer Pipeline) owns one. Final Plans need to be submitted to both companies and approval letters from both companies will be required.
- E4. Architectural Review. According to Title 10, Chapter 12 of the City Code, the Planning Commission “shall determine if the proposed architectural and development plans submitted are consistent with this Chapter and with the purpose and objectives of this Title.”
- E5. Conditional Use Permit (CUP). If there are specific conditions that the Planning Commission feel are required to mitigate any detrimental impacts of this development, these should be specified and made part of the recommendation to the City Council.

### **IMPROVEMENT PLANS**

- E6. The southern access onto 2700 East is 32' wide. For a commercial application like this, especially contemplating future use on the rest of the property, we feel that the access should be as wide as the Maverik access (approx. 38'), and allow for two lanes out and one lane in.
- E7. The Landscape Plan shows using culinary water. Secondary water is being provided by the SWWID. The correct connection and service location needs to be shown. If connection into the road needs to be made, the City Standard patching requirements must be followed.
- E8. The Landscape Plan indicates 13.7% landscaping. The City Code (10-7-5B) requires 15%. However, if the Planning Commission determines that “exceptional design and materials” have been used, then the requirement can be reduced to 10%, and the proposed plan would comply.



May 4, 2020



**Kimberli Guill, Development Coordinator**

South Weber Fire  
1600 East South Weber Drive  
South Weber City, UT 84405  
Phone: (801) 479-3177 Ext. 2205  
Email: kguill@southwebercity.com

**South Weber – FINAL FIRE REVIEW**

Client Permit No.: N/A  
WC<sup>3</sup> Job No.: 220-757-002

### **Final Review**

**Re: Plan Review: South Weber Transition Sub Car Wash - Site**  
**Address: Lot #1, South Weber City, UT**

Ms. Guill:

West Coast Code Consultants, Inc. (WC<sup>3</sup>) has completed the final review of the following documents for the project referenced above on behalf of South Weber Fire:

1. Civil Plans: Dated 03/01/2020, by Reeve & Associates, Inc.
2. Fire Flow Information: Dated 01/14/2020, by
3. Access Easement Agreement: Dated 04/07/2020, by Maverik, Inc.
4. Plat Plan: Dated 04/09/2020, by Reeve & Associates, Inc.

The 2018 IBC, IFC, IMC, 2017 NEC, and applicable NFPA standards, were used as the basis of our review. **Please note that we have completed our review of the above documents and have no further comments.**

Please note that West Coast Code Consultants', Inc. (WC<sup>3</sup>) plan review is limited only to the provisions regulated and enforced by the State of Utah. Please be aware that additional comments in relation to this application may be generated by other divisions/departments within the jurisdiction.

Please call if you have any questions or if we can be of further assistance.

Sincerely,

**West Coast Code Consultants, Inc. (WC<sup>3</sup>)**

Fire Plan Review By:

Nate May, EIT, CFM, Fire & Life Safety Plans Examiner

cc: South Weber Fire Staff

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**West Coast Code Consultants, Inc.**

9131 South Monroe Plaza Way Suite A, Sandy, UT 84070

T | 385.237.3722 • [www.wc-3.com](http://www.wc-3.com)





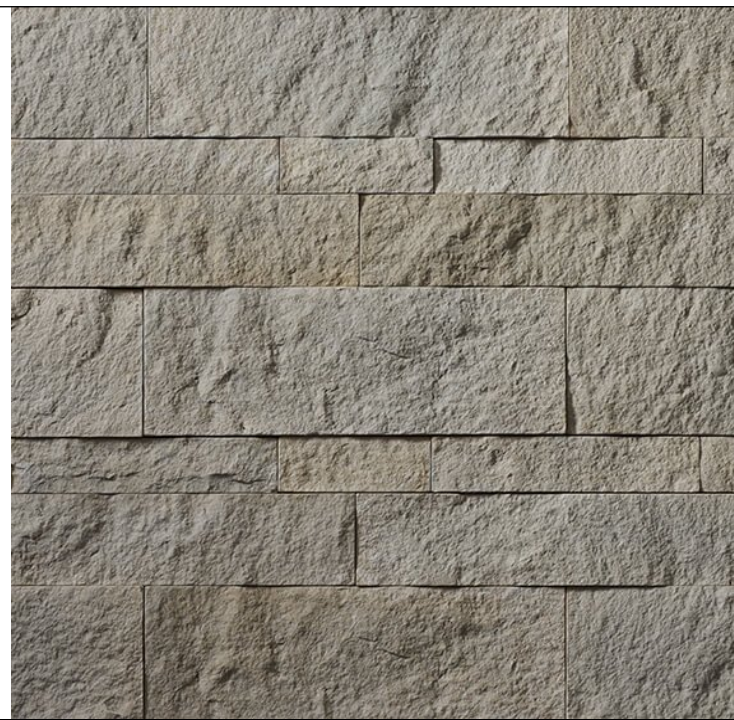
**Architectural Asphalt Shingles**  
Color: GAF Timberline Charcoal



**Anodized Aluminum trim and Window Frames**  
Color: Dark Bronze Anodized



**Wood Look Porcelain Tile**  
Color: Dal Tile Forest Park Summer Tree FP95



**Synthetic Stone Veneer**  
Color: Boral Cultured Stone Hewn Stone Span



**Cementitious Lap Siding**  
Color: James Hardie Smooth Lap Siding Iron Gray



**EIFS Smooth Finish**  
Color: Senergy Storm Grey

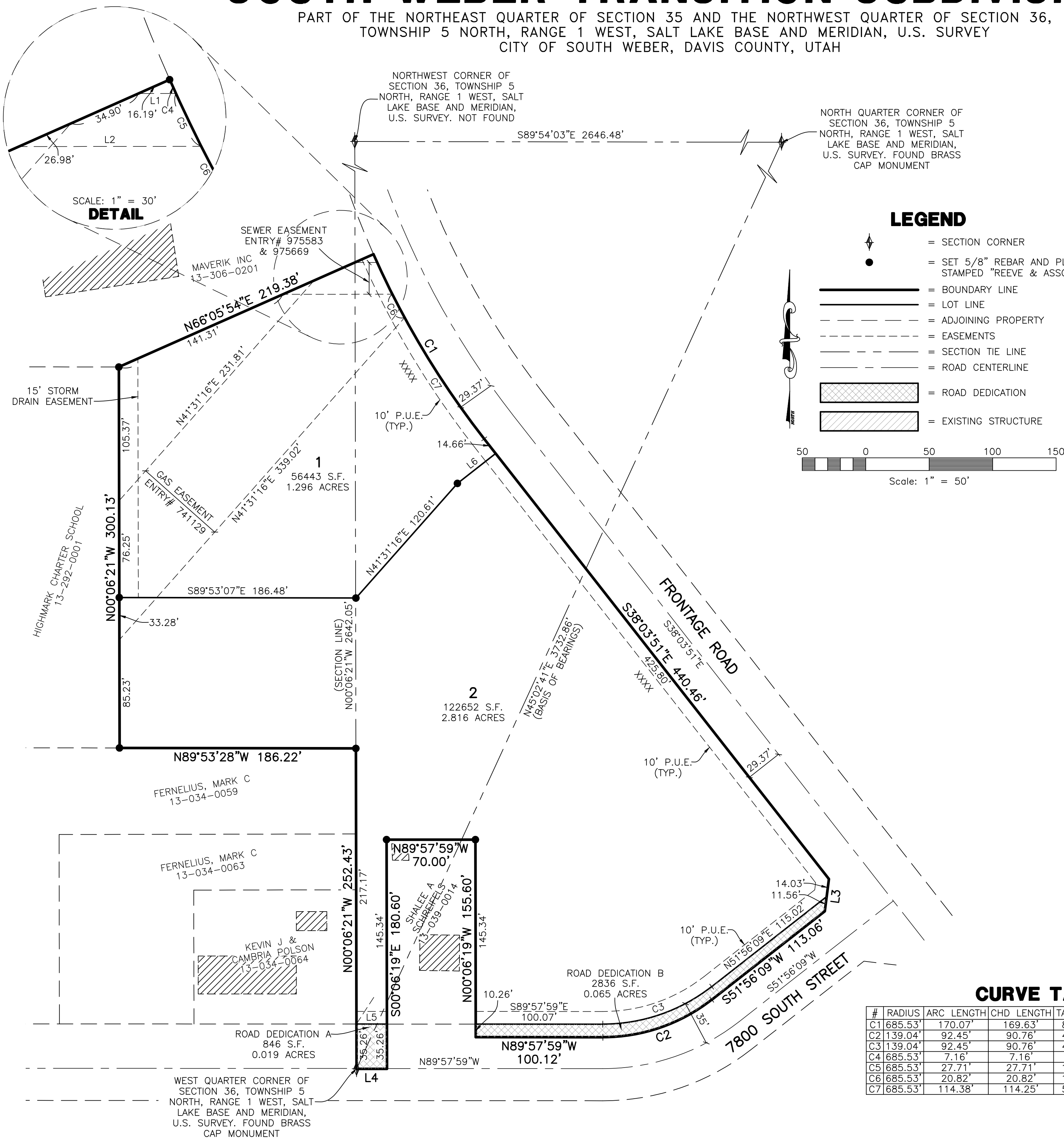
**PROPOSED MATERIALS**



SHEET 1 OF 1

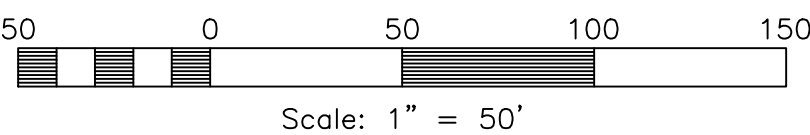
# SOUTH WEBER TRANSITION SUBDIVISION

PART OF THE NORTHEAST QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION 36,  
TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY  
CITY OF SOUTH WEBER, DAVIS COUNTY, UTAH



## LEGEND

- = SECTION CORNER
- = SET 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
- = BOUNDARY LINE
- = LOT LINE
- = ADJOINING PROPERTY
- = EASEMENTS
- = SECTION TIE LINE
- = ROAD CENTERLINE
- = ROAD DEDICATION
- = EXISTING STRUCTURE



## VICINITY MAP

SCALE: NONE

## NARRATIVE

THE PURPOSE OF THIS PLAT IS TO DIVIDE THIS PROPERTY INTO LOTS AND STREETS. ALL BOUNDARY CORNERS AND REAR LOT CORNERS WERE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES".

## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE MEASURED LINE BETWEEN THE WEST QUARTER CORNER OF SECTION 36 AND THE NORTH QUARTER CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SHOWN HEREON AS N45°02'41"E

## BOUNDARY DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE N00°06'21"W 252.43 FEET; THENCE N89°53'28"W 186.22 FEET; THENCE N00°06'21"W 300.13 FEET; THENCE N66°05'54"E 219.38 FEET TO THE WESTERLY RIGHT OF WAY OF THE FRONTAGE ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 685.53 FEET, AN ARC LENGTH OF 170.07 FEET, A DELTA ANGLE OF 14°12'51", A CHORD BEARING OF S30°57'26"E, AND A CHORD LENGTH OF 169.63 FEET; AND (2) S38°03'51"E 440.46 FEET; THENCE S07°17'59"W 25.59 FEET; THENCE S51°56'09"W 113.06 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 139.04 FEET, AN ARC LENGTH OF 92.45 FEET, A DELTA ANGLE OF 38°05'52", A CHORD BEARING OF S70°59'05"W, AND A CHORD LENGTH OF 90.76 FEET; THENCE N89°57'59"W 100.12 FEET; THENCE N00°06'19"W 155.60 FEET; THENCE N89°57'59"W 70.00 FEET; THENCE S00°06'19"E 180.60 FEET; THENCE N89°57'59"W 24.00 FEET TO THE POINT OF BEGINNING.

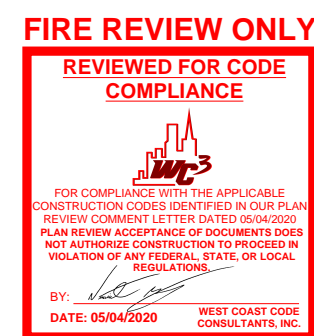
CONTAINING 182,778 SQUARE FEET OR 4.196 ACRES MORE OR LESS

## CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	685.53'	170.07'	169.63'	85.47'	S30°57'26"E	14°12'51"
C2	139.04'	92.45'	90.76'	48.01'	S70°59'05"W	38°05'52"
C3	139.04'	92.45'	90.76'	48.01'	N70°59'07"E	38°05'49"
C4	685.53'	7.16'	7.16'	3.58'	S24°08'58"E	35°55"
C5	685.53'	27.71'	27.71'	13.86'	S25°36'24"E	2°18'57"
C6	685.53'	20.82'	20.82'	10.41'	S27°38'04"E	1°44'23"
C7	685.53'	114.38'	114.25'	57.32'	S33°17'03"E	9°33'36"

## LINE TABLE

LINE	BEARING	DISTANCE
L1	EAST	17.74'
L2	N89°55'34"E	86.28'
L3	S07°17'59"W	25.59'
L4	N89°57'59"W	24.00'
L5	S89°57'59"E	24.00'
L6	N51°56'09"E	38.22'



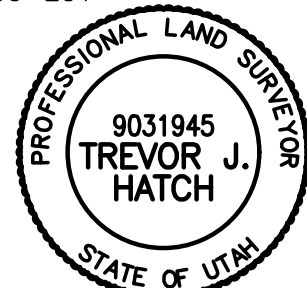
## SURVEYOR'S CERTIFICATE

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

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

9031945

UTAH LICENSE NUMBER



## OWNERS DEDICATION AND CERTIFICATION

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

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

FOR: MURRAY FAMILY INVESTMENTS LLC

DANNY LEE MURRAY

## ACKNOWLEDGMENT

STATE OF UTAH )  
COUNTY OF \_\_\_\_\_ ) SS.

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

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

RESIDING IN \_\_\_\_\_ COUNTY, \_\_\_\_\_

## EASEMENT APPROVAL

THIS PLAT IS HEREBY APPROVED BY:

SOUTH WEBER WATER IMPROVEMENT DISTRICT \_\_\_\_\_ DATE \_\_\_\_\_

CENTRAL WEBER SEWER DISTRICT \_\_\_\_\_ DATE \_\_\_\_\_

PHILLIPS 66 \_\_\_\_\_ DATE \_\_\_\_\_

PACIFICORP \_\_\_\_\_ DATE \_\_\_\_\_

## PROJECT INFORMATION

Surveyor: **T. HATCH**  
Project Name: **SOUTH WEBER TRANSITION SUBD.**  
Designer: **N. ANDERSON**  
Begin Date: **1-21-2020**  
Number: **6195-06**  
Scale: **1"=50'**  
Revision: **4-9-2020 N.A.**  
Checked: \_\_\_\_\_

## DAVIS COUNTY RECORDER

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

DAVIS COUNTY RECORDER \_\_\_\_\_

DEPUTY, \_\_\_\_\_

## SOUTH WEBER CITY PLANNING COMMISSION

APPROVED BY THE SOUTH WEBER PLANNING COMMISSION ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION \_\_\_\_\_

## SOUTH WEBER CITY ENGINEER

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

SOUTH WEBER CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

## SOUTH WEBER CITY COUNCIL

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

SOUTH WEBER CITY MAYOR \_\_\_\_\_ CITY RECORDER \_\_\_\_\_

## SOUTH WEBER CITY ATTORNEY

APPROVED BY THE SOUTH WEBER CITY ATTORNEY THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

SOUTH WEBER CITY ATTORNEY \_\_\_\_\_



9140 S 1500 W, RENO, UTAH 84405

TEL: (801) 621-3100 FAX: (801) 621-2666 WWW.REEVE-ASSOC.COM

LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS

TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

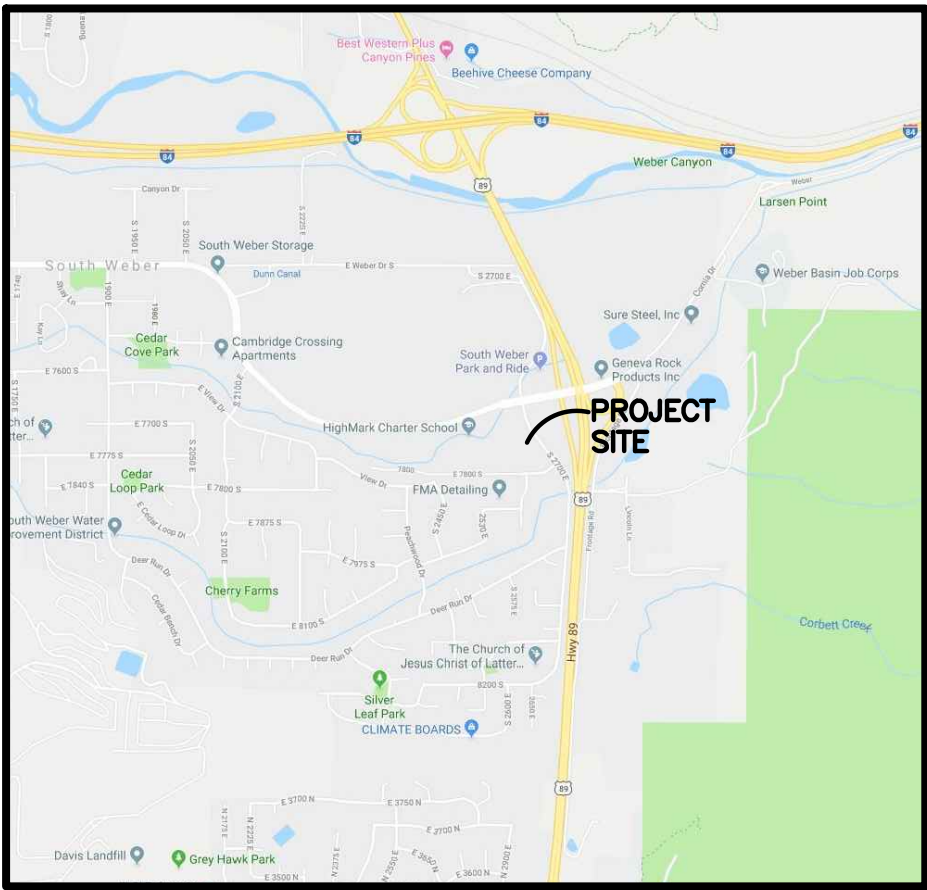
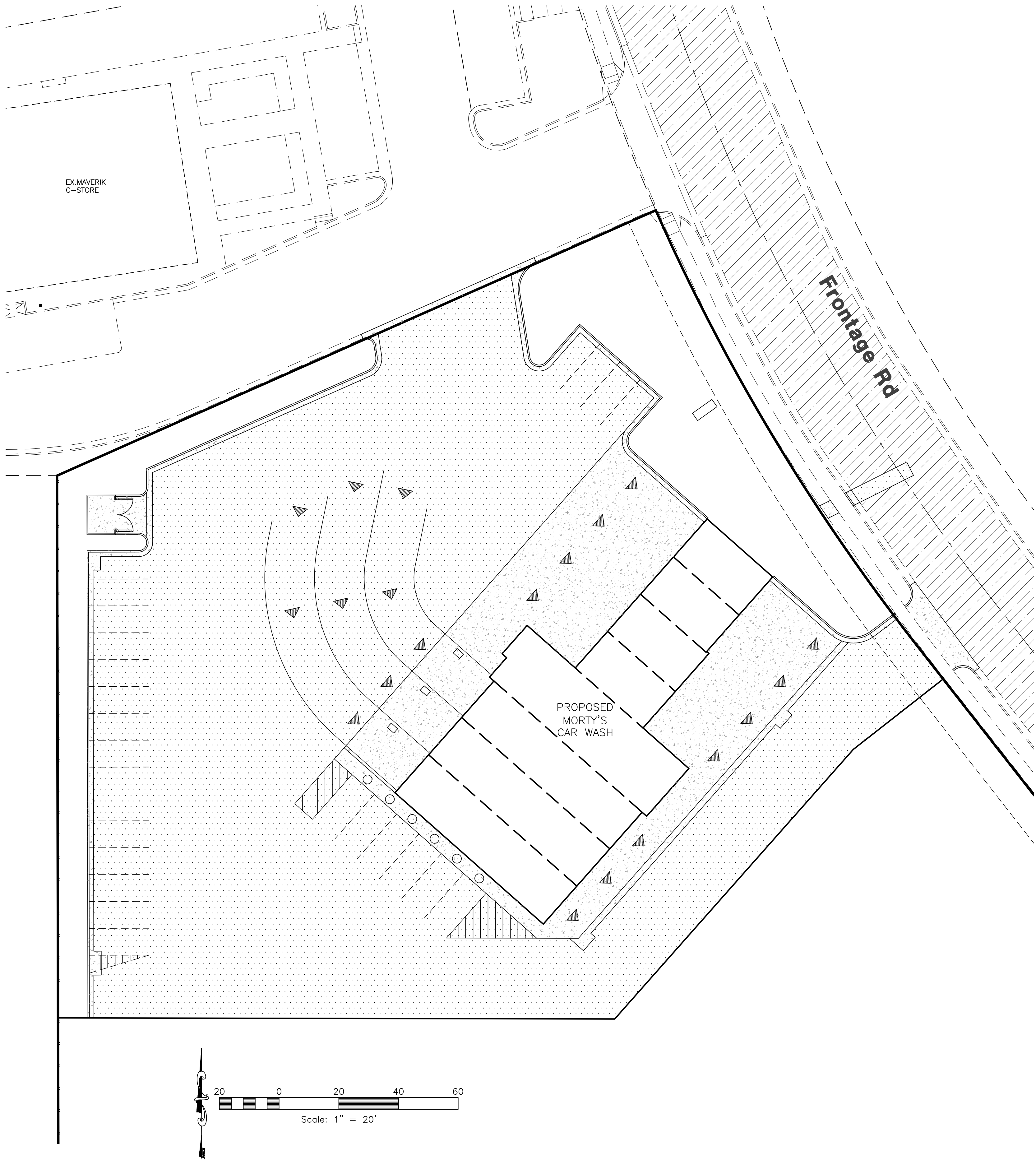


Project Narrative/Notes/Revisions

- 03/13/20 JM - COMPLETED DESIGN FOR CLIENT & CITY REVIEW.
- 04/14/20 JM - ADJUSTED THE MONUMENT SIGN.

# Morty's Car Wash Frontage Road Improvement Plans

SOUTH WEBER CITY, DAVIS COUNTY, UTAH  
MARCH 2020



Vicinity Map  
NOT TO SCALE

### SITE DATA

PARKING:	19 STALLS PROVIDED 6 STALLS W/VACUUMS
PARCEL AREA:	56,440 S.F. (1.30 ACRES)
BUILDING AREA:	6,831 S.F.
ASPHALT AREA:	41,883 S.F (0.96 ACRES)
LANDSCAPE AREA:	7,725 S.F. (0.18 ACRES)
LS RATIO:	13.7%

### Sheet Index

- Sheet 1 - Cover/Index Sheet
- Sheet 2 - Notes/Legend
- Sheet 3 - Existing/Demolition Plan
- Sheet 4 - Proposed Site Plan
- Sheet 5 - Grading/Utility Plan
- Sheet 6 - Civil Details
- Sheet 7 - Storm Water Pollution Prevention Plan Exhibit
- Sheet 8 - Storm Water Pollution Prevention Plan Details
- Sheet 9 - Landscape Plan

### FIRE REVIEW ONLY

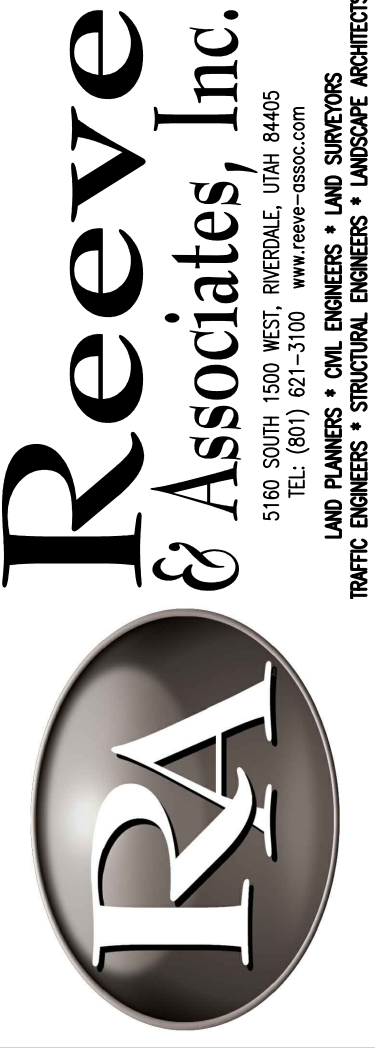


### Engineer's Notice To Contractors

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY OTHERS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN, AND ANY OTHER LINES OBTAINED BY THE CONTRACTOR'S RESEARCH, AND OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

**Developer Contact:**  
Scott Mortensen  
801-850-2360  
scottm3management@gmail.com

**Project Contact:**  
Project Manager: Nate Reeve  
Project Engineer: Ken Hunter



REVISIONS	DESCRIPTION
DATE	

**Morty's Car Wash  
Frontage Road**  
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

**Cover/Index Sheet**



**Project Info.**  
Engineer: J. NATE REEVE  
Drafter: J. MEYERS  
Begin Date: MARCH 2020  
Name: MORTY'S CAR WASH  
SOUTH WEBER  
Number: 7307-01

Sheet **9**  
**1** Sheets



General Notes:

- ALL CONSTRUCTION MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY: GOVERNING UTILITY MUNICIPALITY, GOVERNING CITY OR COUNTY (IF UN-INCORPORATED), INDIVIDUAL PRODUCT MANUFACTURERS, AMERICAN PUBLIC WORKS ASSOCIATION (APWA), AND THE DESIGN ENGINEER. THE ORDER LISTED ABOVE IS ARRANGED BY SENIORITY. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION.
- CONTRACTOR TO STRICTLY FOLLOW GEOTECHNICAL RECOMMENDATIONS FOR THIS PROJECT. ALL GRADING INCLUDING BUT NOT LIMITED TO CUT, FILL, CONSTRUCTION, ASPHALT TRENCH EXCAVATION/BACKFILL, SITE GRUBBING, RETAINING WALLS AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH THE PROJECT GEOTECHNICAL ENGINEER.
- TRAFFIC CONTROL, STRIPING & SIGNAGE TO CONFORM TO CURRENT GOVERNING AGENCIES TRANSPORTATION ENGINEER'S MANUAL AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
- CONSULT ALL OF THE DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.
- AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAWCUT TO A CLEAN, SMOOTH EDGE.
- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY GUIDELINES.
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.
- ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE CITY, COUNTY OR STATE AGENCY CONTROLLING THE ROAD, INCLUDING OBTAINING REQUIRED INSPECTIONS.
- ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES.
- CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS BEFOREHAND.
- SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH BY THE GEOTECHNICAL ENGINEER.
- CATCH SLOPES SHALL BE GRADED AS SPECIFIED ON GRADING PLANS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FLAGGING, CAUTION SIGNS, LIGHTS, BARRICADES, FLAGMEN, AND ALL OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.
- CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE WHERE THE PROJECT IS LOCATED AND SHALL BE RESPONSIBLE FOR AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT BID AND TO DO THE TYPE OF WORK CONTEMPLATED IN THE PLANS AND SPECIFICATIONS. CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PLANS AND SPECIFICATIONS.
- CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY HIMSELF BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS HE DEEMES APPROPRIATE. IF AWARDED THE CONTRACT, HE HAS RELIED AND IS RELYING ON HIS OWN EXAMINATION OF (1) THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON HIS OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT. THE INFORMATION PROVIDED BY THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A BASIS FOR, THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT OF THE CONTRACTOR'S INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT HE HAS NOT RELIED SOLELY UPON OWNER- OR ENGINEER-FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING HIS BID.
- CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.
- CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER, ENGINEER, AND/OR GOVERNING AGENCIES.
- CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, CONTROL POINTS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY THEIR UNNECESSARY LOSS OR DISTURBANCE.
- CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND 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.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL TESTING AND INSPECTION SHALL BE PAID FOR BY THE OWNER; ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
- IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.
- WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.
- CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE AS-BUILT RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. AS-BUILT RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED, WHERE NECESSARY. SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER ONE SET OF NEATLY MARKED AS-BUILT RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS-BUILT RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.
- WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE HIGHEST QUALITY ARE TO BE USED.
- CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PROJECT PLANS AND SPECIFICATIONS. THEREFORE, THE OWNER IS RELYING UPON THE EXPERIENCE AND EXPERTISE OF THE CONTRACTOR. PRICES PROVIDED WITHIN THE CONTRACT DOCUMENTS SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THE TRUE INTENT AND PURPOSE OF THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE AND HAVE SPECIAL SKILLS IN THE NATURE, EXTENT AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED. CONTRACTOR SHALL ALSO ACKNOWLEDGE THAT THERE ARE CERTAIN PECULIAR AND INHERENT CONDITIONS EXISTENT IN THE CONSTRUCTION OF THE PARTICULAR FACILITIES WHICH MAY CREATE, DURING THE CONSTRUCTION PROGRAM, UNUSUAL OR UNSAFE CONDITIONS HAZARDOUS TO PERSONS, PROPERTY AND THE ENVIRONMENT. CONTRACTOR SHALL BE AWARE OF SUCH PECULIAR RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH RESPECT TO SUCH HAZARDS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL STRIPING AND/OR PAVEMENT MARKINGS NECESSARY TO THE EXISTING STRIPING INTO FUTURE STRIPING. METHOD OF REMOVAL SHALL BE BY GRINDING OR SANDBLASTING.
- CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SLOPING OR OTHER PROVISIONS NECESSARY TO PROTECT WORKMEN FOR ALL AREAS TO BE EXCAVATED TO A DEPTH OF 4 FEET OR MORE. FOR EXCAVATIONS 4 FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL COMPLY WITH LOCAL, STATE AND NATIONAL SAFETY CODES, ORDINANCES, OR REQUIREMENTS FOR EXCAVATION AND TRENCHES.
- ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE.

Utility Notes:

- CONTRACTOR SHALL COORDINATE LOCATION OF NEW "DRY UTILITIES" WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE SERVICE, GAS SERVICE, CABLE, POWER, INTERNET.
- EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS USING A COMBINATION OF ON-SITE SURVEYS (BY OTHERS), PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE IN THE FIELD, THEIR MAIN AND SERVICE LINES 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.
- CONTRACTOR SHALL NOT HOLE ALL UTILITIES TO DETERMINE IF CONFLICTS EXIST PRIOR TO BEGINNING ANY EXCAVATION. NOTIFY ENGINEER OF ANY CONFLICTS. CONTRACTOR SHALL VERIFY LOCATION AND INVERTS OF EXISTING UTILITIES TO WHICH NEW UTILITIES WILL BE CONNECTED. PRIOR TO COMMENCING ANY EXCAVATION WORK THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN ACCORDANCE WITH THE REQUIRED PROCEDURES.
- CARE SHOULD BE TAKEN IN ALL EXCAVATIONS DUE TO POSSIBLE EXISTENCE OF UNRECORDED UTILITY LINES. EXCAVATION REQUIRED WITHIN PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT HIS EXPENSE.
- ALL VALVES AND MANHOLE COVERS SHALL BE RAISED OR LOWERED TO MEET FINISHED GRADE.
- CONTRACTOR SHALL CUT PIPES OFF FLUSH WITH THE INSIDE WALL OF THE BOX OR MANHOLE.
- CONTRACTOR SHALL GROUT AT CONNECTION OF PIPE TO BOX WITH NON-SHRINKING GROUT, INCLUDING PIPE VOIDS LEFT BY CUTTING PROCESS, TO A SMOOTH FINISH.
- CONTRACTOR SHALL GROUT WITH NON-SHRINK GROUT BETWEEN GRADE RINGS AND BETWEEN BOTTOM OF INLET LID FRAME AND TOP OF CONCRETE BOX.
- SILT AND DEBRIS IS TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION.
- CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET GRATES TO ALLOW ACCESS.
- EACH TRENCH SHALL BE EXCAVATED SO THAT THE PIPE CAN BE LAID TO THE ALIGNMENT AND GRADE AS REQUIRED. THE TRENCH WALL SHALL BE SO BRACED THAT THE WORKMEN MAY WORK SAFELY AND EFFICIENTLY. ALL TRENCHES SHALL BE DRAINED SO THE PIPE LAYING MAY TAKE PLACE IN DE-WATERED CONDITIONS.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.
- MAINTAIN A MINIMUM 18" VERTICAL SEPARATION DISTANCE BETWEEN ALL UTILITY CROSSINGS.
- CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.
- ALL BOLTED FITTINGS MUST BE GREASED AND WRAPPED.
- UNLESS SPECIFICALLY NOTED OTHERWISE, MAINTAIN AT LEAST 2 FEET OF COVER OVER ALL STORM DRAIN LINES AT ALL TIMES (INCLUDING DURING CONSTRUCTION).
- ALL WATER LINES SHALL BE INSTALLED A MINIMUM OF 60" BELOW FINISHED GRADE.
- ALL SEWER LINES AND SEWER SERVICES SHALL HAVE A MINIMUM SEPARATION OF 10 FEET, PIPE EDGE TO PIPE EDGE, FROM THE WATER LINES. IF A 10 FOOT SEPARATION CAN NOT BE MAINTAINED, THE SEWER LINE AND WATER LINE SHALL BE LAID IN SEPARATE TRENCHES AND THE BOTTOM OF THE WATER LINE SHALL BE AT LEAST 18" ABOVE THE TOP OF THE SEWER LINE.
- CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.
- ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK AND STREET PAVING.
- CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE.

Notice to Contractor:

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE PLANS ARE BASED UPON RECORDS OF THE VARIOUS UTILITY COMPANIES AND/OR MUNICIPALITIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES 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 THESE PLANS.

THE CONTRACTOR AGREES THAT THEY 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. 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 ENGINEERS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.

- NOTE:  
1. SAWCUT EXISTING ASPHALT INSIDE FROM OUTER EDGE FOR TACK SEAL OF NEW ASPHALT  
2. CONTRACTOR TO VERIFY 2% MIN. AND 5% MAX SLOPE FROM EDGE OF ASPHALT TO LIP OF GUTTER

Survey Control Note:

THE CONTRACTOR OR SURVEYOR SHALL BE RESPONSIBLE FOR FOLLOWING THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS (NSPS) MODEL STANDARDS FOR ANY SURVEYING OR CONSTRUCTION LAYOUT TO BE COMPLETED USING REEVE & ASSOCIATES, INC. SURVEY DATA OR CONSTRUCTION IMPROVEMENT PLANS. PRIOR TO PROCEEDING WITH CONSTRUCTION STAKING, THE SURVEYOR SHALL BE RESPONSIBLE FOR VERIFYING HORIZONTAL CONTROL FROM THE SURVEY MONUMENTS AND FOR VERIFYING ANY ADDITIONAL CONTROL POINTS SHOWN ON AN ALTA SURVEY, IMPROVEMENT PLAN, OR ANY ELECTRONIC DATA PROVIDED. THE SURVEYOR SHALL ALSO USE THE BENCHMARKS AS SHOWN ON THE PLAN, AND VERIFY THEM AGAINST NO LESS THAN FIVE (5) EXISTING HARD IMPROVEMENT ELEVATIONS INCLUDED ON THESE PLANS OR ON ELECTRONIC DATA PROVIDED. IF ANY DISCREPANCIES ARE ENCOUNTERED, THE SURVEYOR SHALL IMMEDIATELY NOTIFY REEVE & ASSOCIATES, INC. AND RESOLVE THE DISCREPANCIES BEFORE PROCEEDING WITH ANY CONSTRUCTION STAKING.

Erosion Control General Notes:

THE CONTRACTOR TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO GOVERNING AGENCIES ORDINANCES AND ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE COUNTIES. ALSO, INSPECTORS WILL HAVE THE RIGHT TO CHANGE THE FACILITIES AS NEEDED.

CONTRACTOR SHALL KEEP THE SITE WATERED TO CONTROL DUST. CONTRACTOR TO LOCATE A NEARBY HYDRANT FOR USE AND TO INSTALL TEMPORARY METER. CONSTRUCTION WATER COST TO BE INCLUDED IN BID.

WHEN GRADING OPERATIONS ARE COMPLETED AND THE DISTURBED GROUND IS LEFT OPEN FOR 14 DAYS OR MORE, THE AREA SHALL BE FURROWED PARALLEL TO THE CONTOURS.

THE CONTRACTOR SHALL MODIFY EROSION CONTROL MEASURES TO ACCOMMODATE PROJECT PLANNING.

ALL ACCESS TO PROPERTY WILL BE FROM PUBLIC RIGHT-OF-WAYS. THE CONTRACTOR IS REQUIRED BY STATE AND FEDERAL REGULATIONS TO PREPARE A STORM WATER POLLUTION PREVENTION PLAN AND FILE A "NOTICE OF INTENT" WITH THE GOVERNING AGENCIES.

Maintenance:

ALL BEST MANAGEMENT PRACTICES (BMP'S) SHOWN ON THIS PLAN MUST BE MAINTAINED AT ALL TIMES UNTIL PROJECT CLOSE-OUT.

THE CONTRACTOR'S RESPONSIBILITY SHALL INCLUDE MAKING BI-WEEKLY CHECKS ON ALL EROSION CONTROL MEASURES TO DETERMINE IF REPAIR OR SEDIMENT REMOVAL IS NECESSARY. CHECKS SHALL BE DOCUMENTED AND COPIES OF THE INSPECTIONS KEPT ON SITE.

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF BARRIER.

SEDIMENT TRACKED ONTO PAVED ROADS MUST BE CLEANED UP AS SOON AS PRACTICAL, BUT IN NO CASE LATER THAN THE END OF THE NORMAL WORK DAY. THE CLEAN UP WILL INCLUDE SWEEPING OF THE TRACKED MATERIAL, PICKING IT UP, AND DEPOSITING IT TO A CONTAINED AREA.

EXPOSED SLOPES:

ANY EXPOSED SLOPE THAT WILL REMAIN UNTOUCHED FOR LONGER THAN 14 DAYS MUST BE STABILIZED BY ONE OR MORE OF THE FOLLOWING METHODS:

- SPRAYING DISTURBED AREAS WITH A TACKIFIER VIA HYDROSEED
- TRACKING STRAW PERPENDICULAR TO SLOPES
- INSTALLING A LIGHT-WEIGHT, TEMPORARY EROSION CONTROL BLANKET

Legend

	= PROPOSED SECONDARY WATER LATERAL		= PROPOSED WATER METER	PP	= POWER/UTILITY POLE
	= PROPOSED LAND DRAIN LATERAL		= EXISTING WATER METER	P.U.E.	= PUBLIC UTILITY EASEMENT
	= PROPOSED WATER LATERAL		= PROPOSED CATCH BASIN	RCP	= REINFORCED CONCRETE PIPE
	= PROPOSED SEWER LATERAL		= EXISTING CATCH BASIN	RIM	= RIM OF MANHOLE
	= PROPOSED CULINARY WATER LINE		= DRAINAGE SWALE	R.O.W.	= RIGHT-OF-WAY
	= EXISTING CULINARY WATER LINE		= PLUG W/ 2" BLOW-OFF	SD	= STORM DRAIN
	= PROPOSED SECONDARY WATER LINE		= PLUG & BLOCK	SS	= SANITARY SEWER
	= EXISTING SECONDARY WATER LINE		= STREET LIGHT	TBC	= TOP BACK OF CURB
	= PROPOSED SANITARY SEWER LINE		= SIGN	TOA	= TOP OF ASPHALT
	= EXISTING SANITARY SEWER LINE		= SIGN	TOC	= TOP OF CONCRETE
	= PROPOSED STORM DRAIN LINE		= SIGN	TOFF	= TOP OF FINISHED FLOOR
	= EXISTING STORM DRAIN LINE		= SIGN	TOI	= TOP OF PUMP ISLAND
	= PROPOSED LAND DRAIN LINE		= SIGN	TSW	= TOP OF SIDEWALK
	= EXISTING LAND DRAIN LINE		= SIGN	W	= CULINARY WATER
	= PROPOSED IRRIGATION LINE		= SIGN	WM	= WATER METER
	= EXISTING IRRIGATION LINE		= SIGN		= EXISTING ASPHALT PAVEMENT
	= FENCE LINE		= SIGN		= PROPOSED ASPHALT PAVEMENT
	= PROPOSED FIRE HYDRANT		= SIGN		= PROPOSED CONCRETE
	= EXISTING FIRE HYDRANT		= SIGN		= PROPOSED GRAVEL
	= PROPOSED MANHOLE		= SIGN	4800	= EXISTING CONTOUR GRADE
	= EXISTING MANHOLE		= SIGN	4800	= PROPOSED CONTOUR GRADE
	= PROPOSED SEWER CLEAN-OUT		= SIGN		
	= PROPOSED GATE VALVE		= SIGN		
	= EXISTING GATE VALVE		= SIGN		

Reeve & Associates, Inc.

12A

5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405  
TEL: (801) 621-1100 www.reeve-associ.com

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REVISIONS	DESCRIPTION	DATE

Morty's Car Wash

Frontage Road

SOUTH WEBER CITY, DAVIS COUNTY, UTAH

Notes/Legend/  
Street Cross-Section



**Project Info.**

Engineer: J. NATE REEVE

Drafter: J. MEYERS

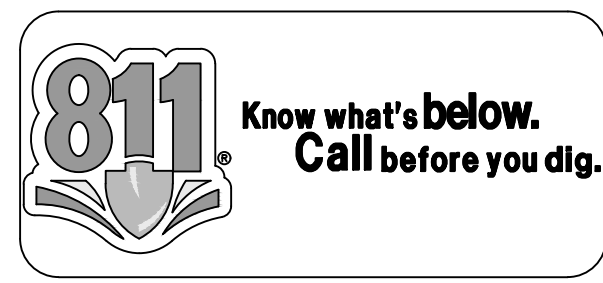
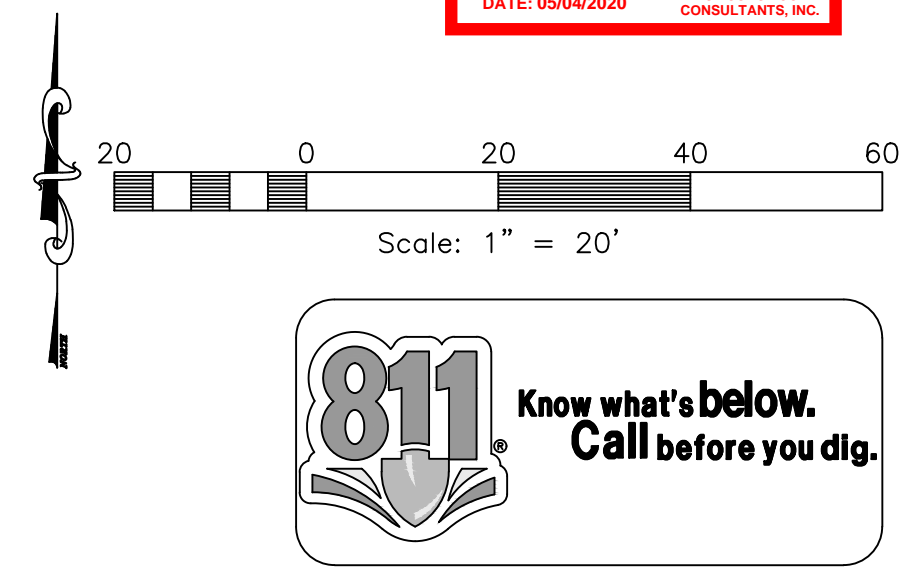
Begin Date: MARCH 2020

Name: MORTY'S CAR WASH  
SOUTH WEBER

Number: 7307-01

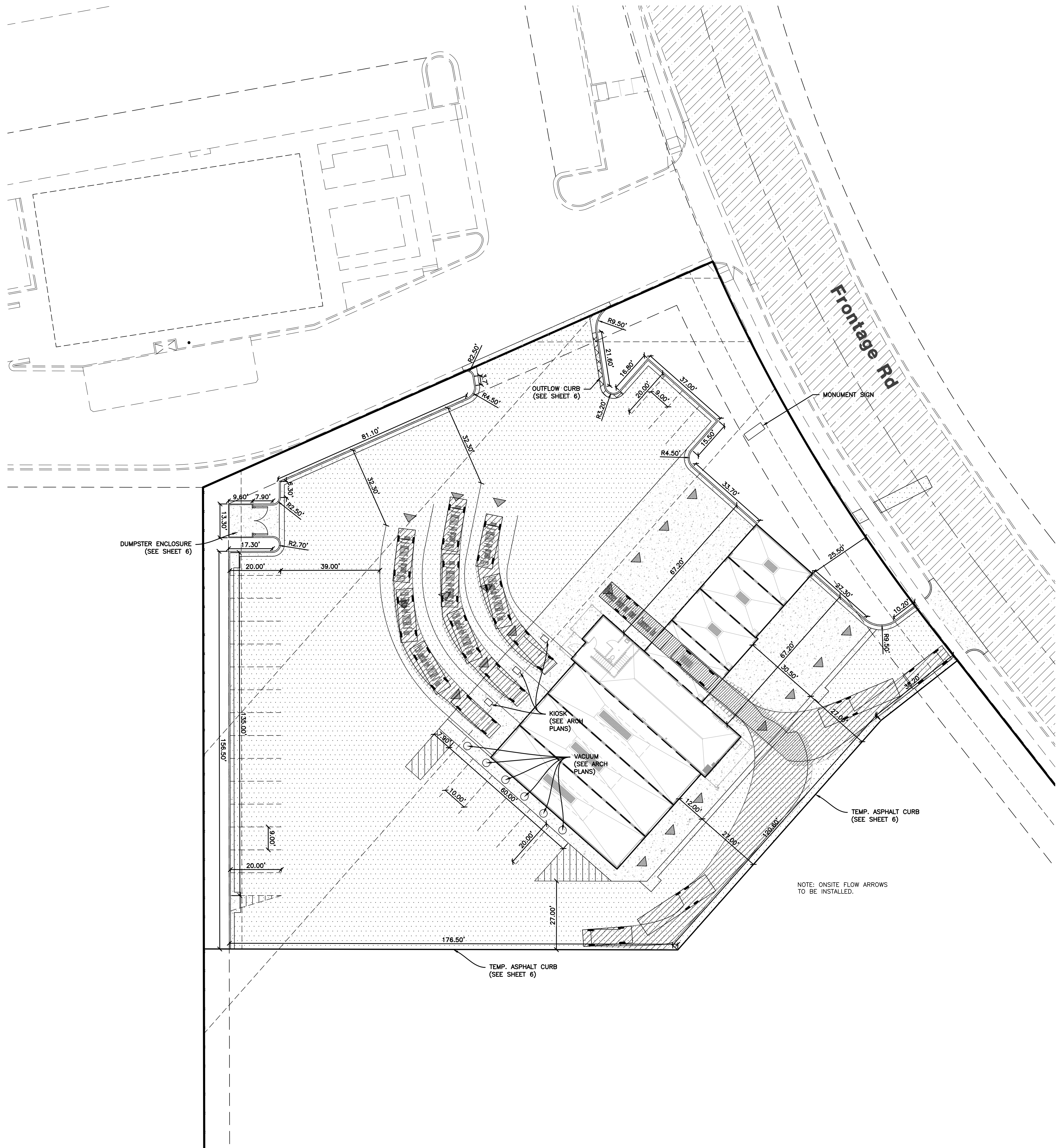
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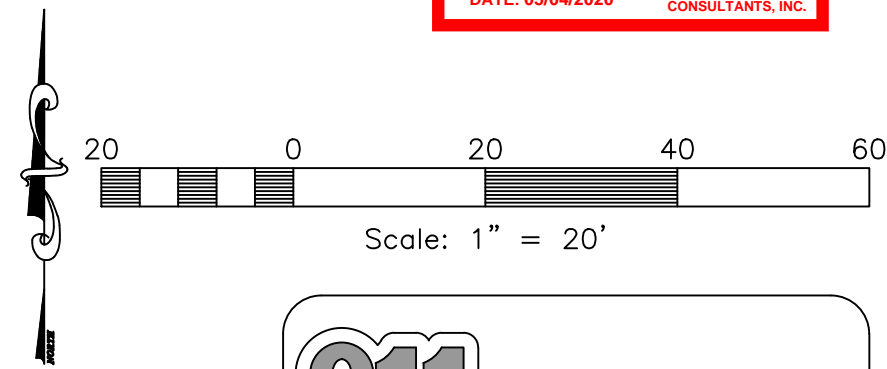


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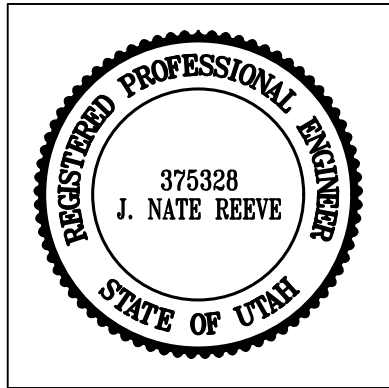
NOTE: ONSITE FLOW ARROWS  
TO BE INSTALLED.



REVISIONS	DESCRIPTION
DATE	

**Morty's Car Wash**  
**Frontage Road**  
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

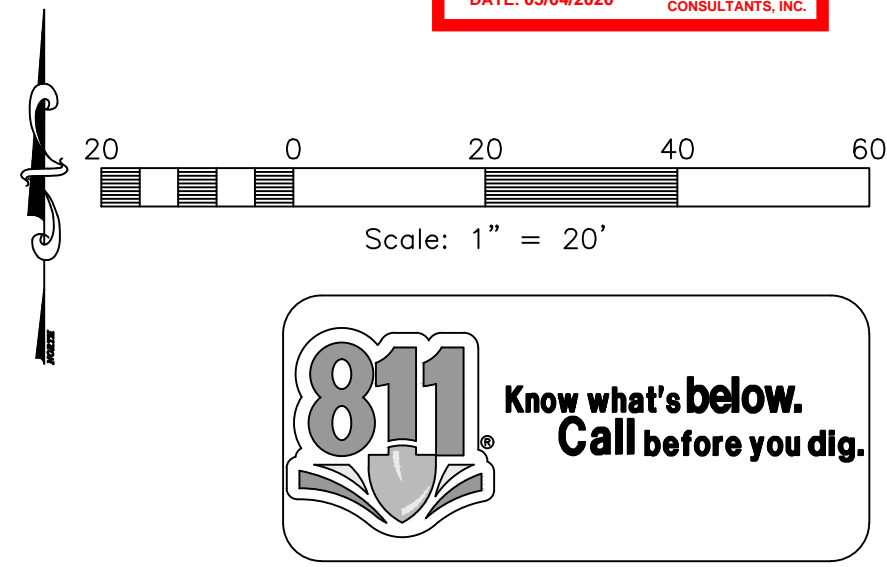
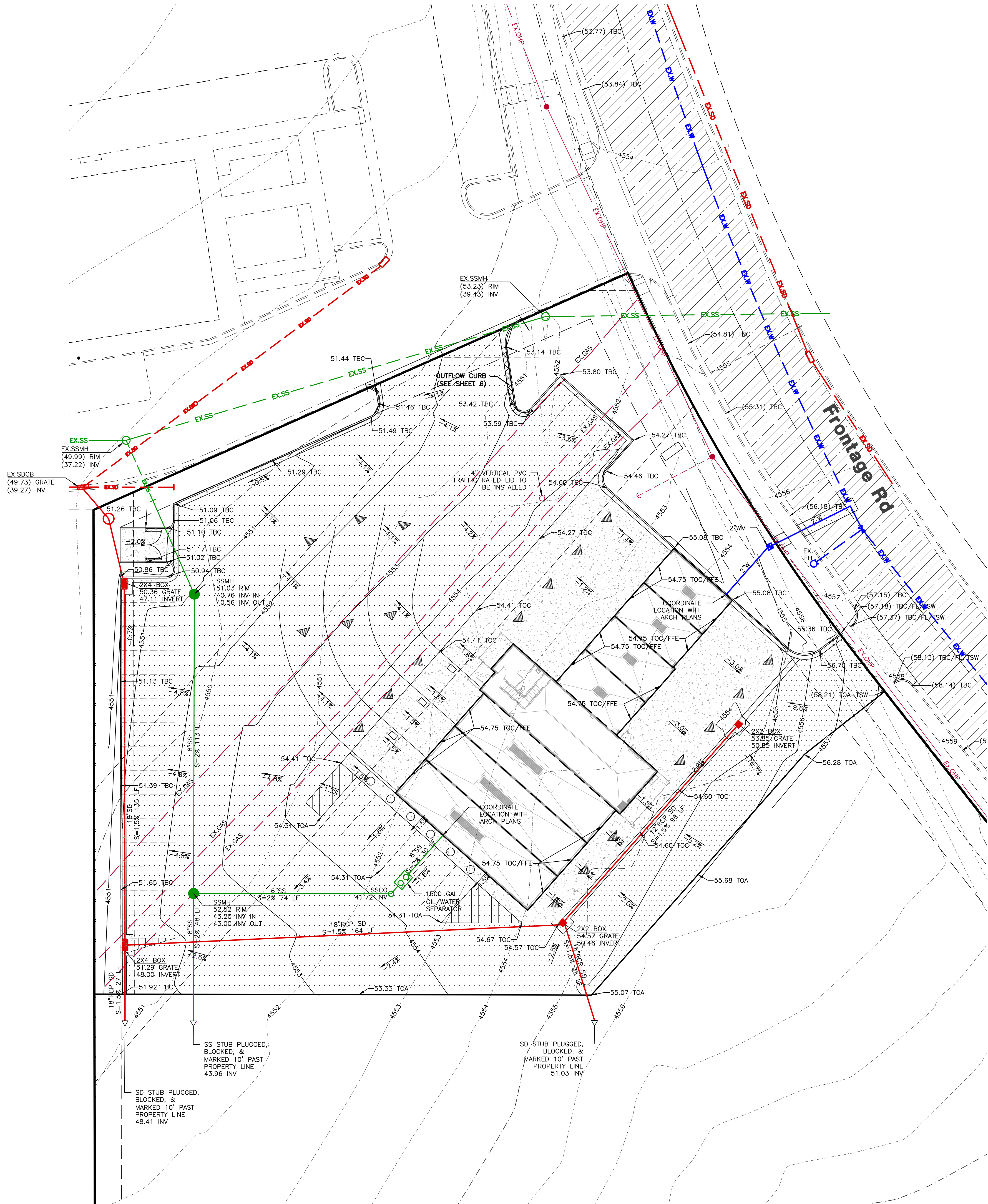
**Proposed Site Plan**



<b>Project Info.</b>	
Engineer:	J. NATE REEVE
Drafter:	J. MEYERS
Begin Date:	MARCH 2020
Name:	MORTY'S CAR WASH SOUTH WEBER
Number:	7307-01

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4	Sheets





**Reeve & Associates, Inc.**

**RA**

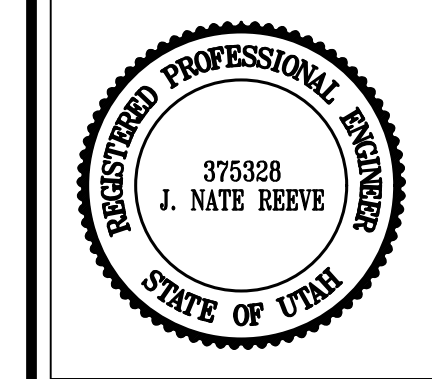
5160 SOUTH 1500 WEST RIVERDALE, UTAH 84405  
TEL: (801) 621-3100 www.reeve-assoc.com

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**Morty's Car Wash**  
**Frontage Road**  
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

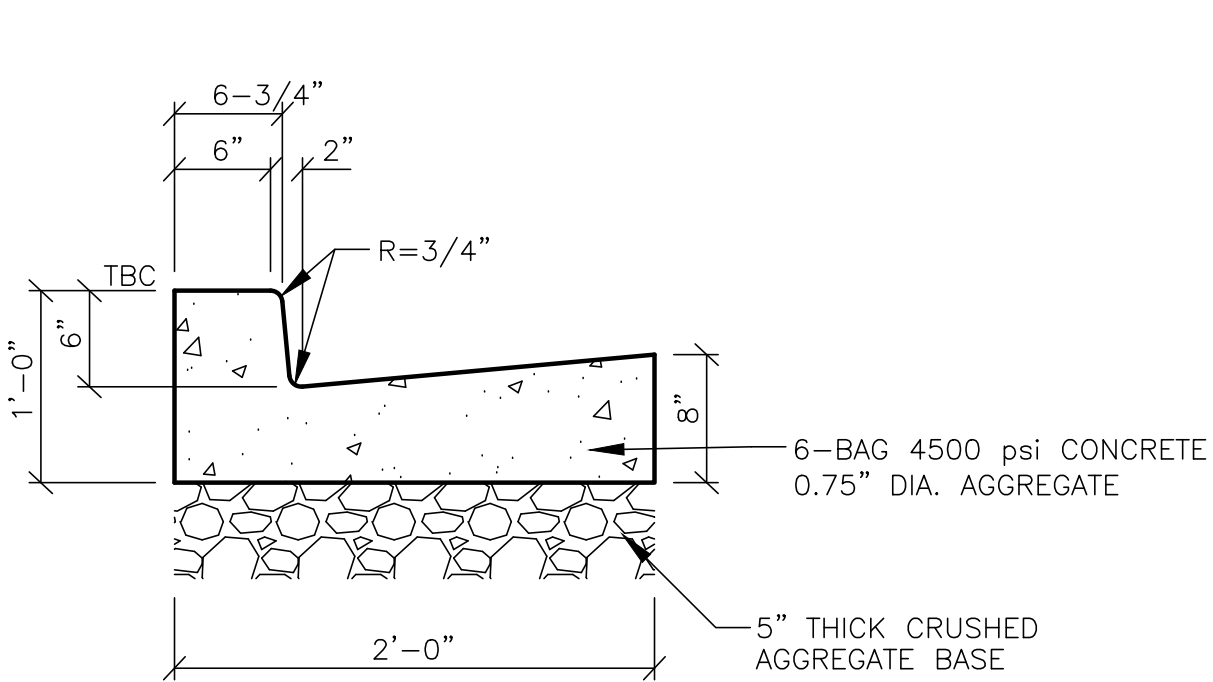
**Grading/Utility Plan**



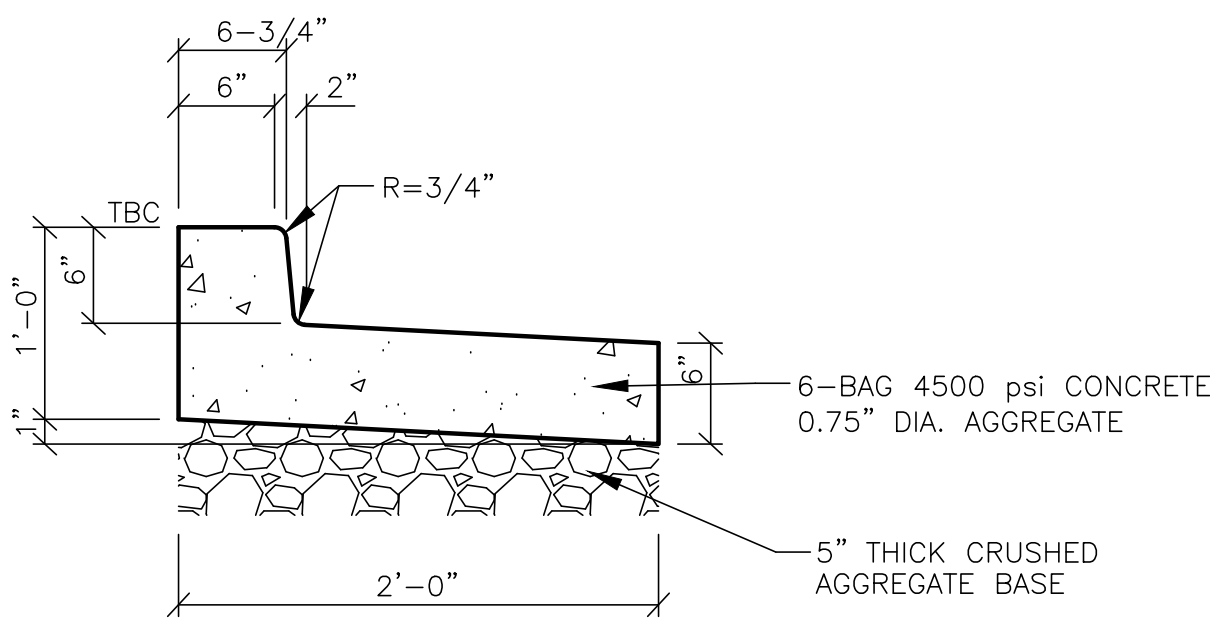
<b>Project Info.</b>	
Engineer:	J. NATE REEVE
Drafter:	J. MEYERS
Begin Date:	MARCH 2020
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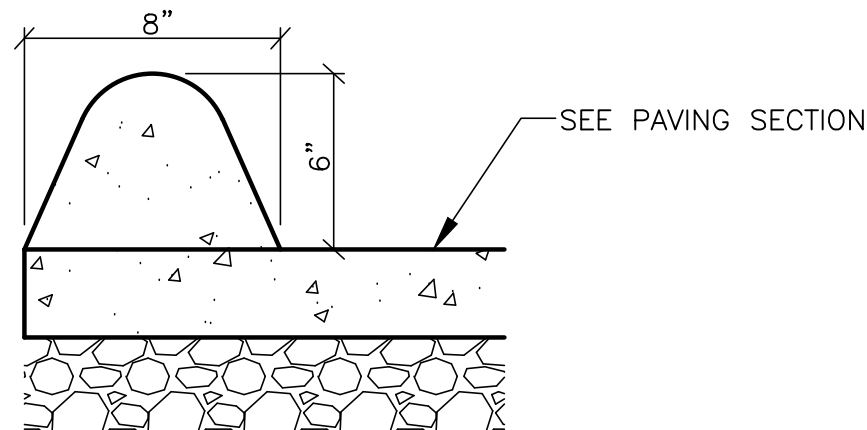




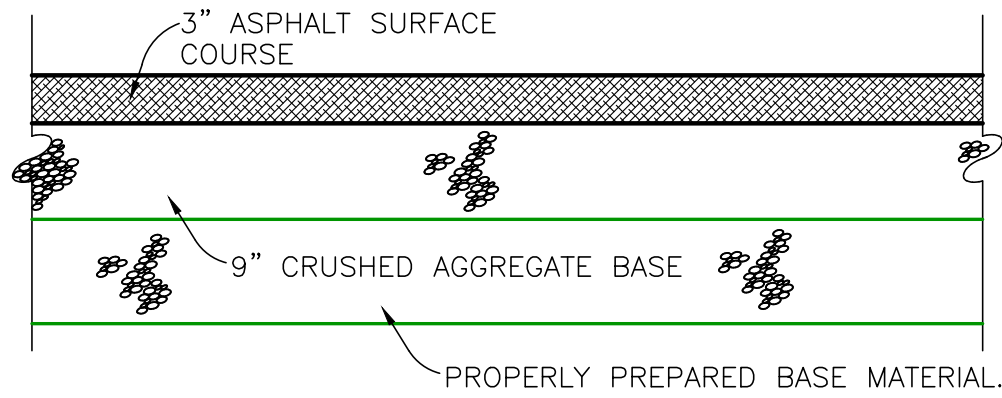
**On-Site 'L' Type Curb & Gutter**  
SCALE: NONE



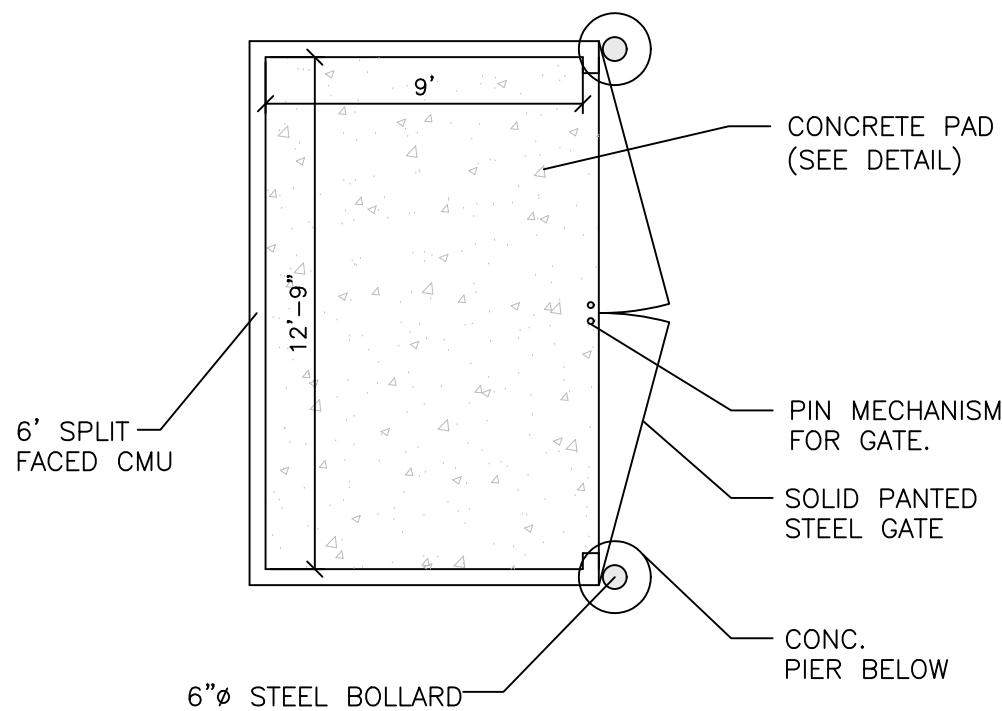
**On-Site Outfall 'L' Curb & Gutter**  
SCALE: NONE



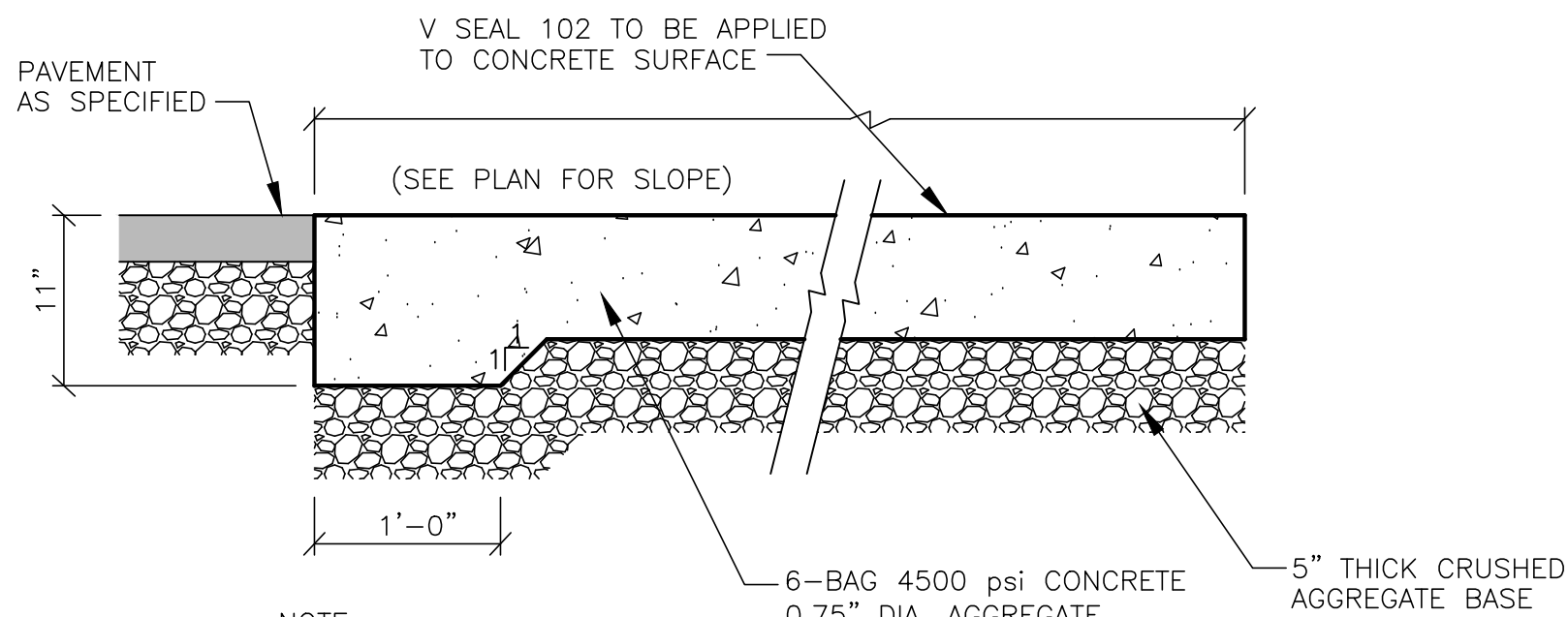
**Temp. Asphalt Curb**  
SCALE: NONE



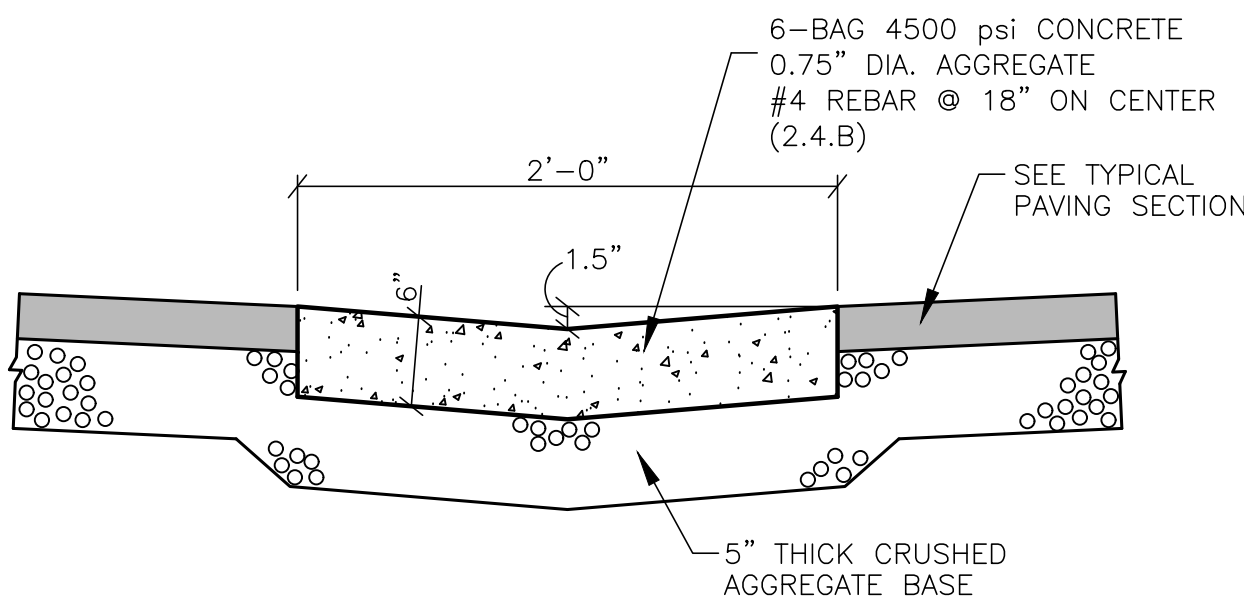
**Typical On-Site Asphalt Paving**  
SCALE: NONE



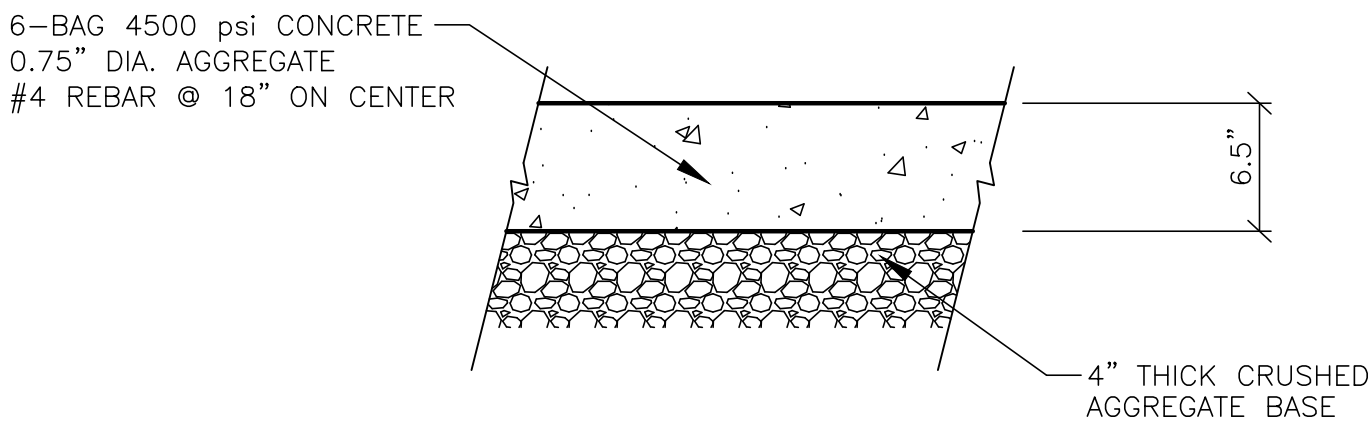
**Trash Enclosure Details**



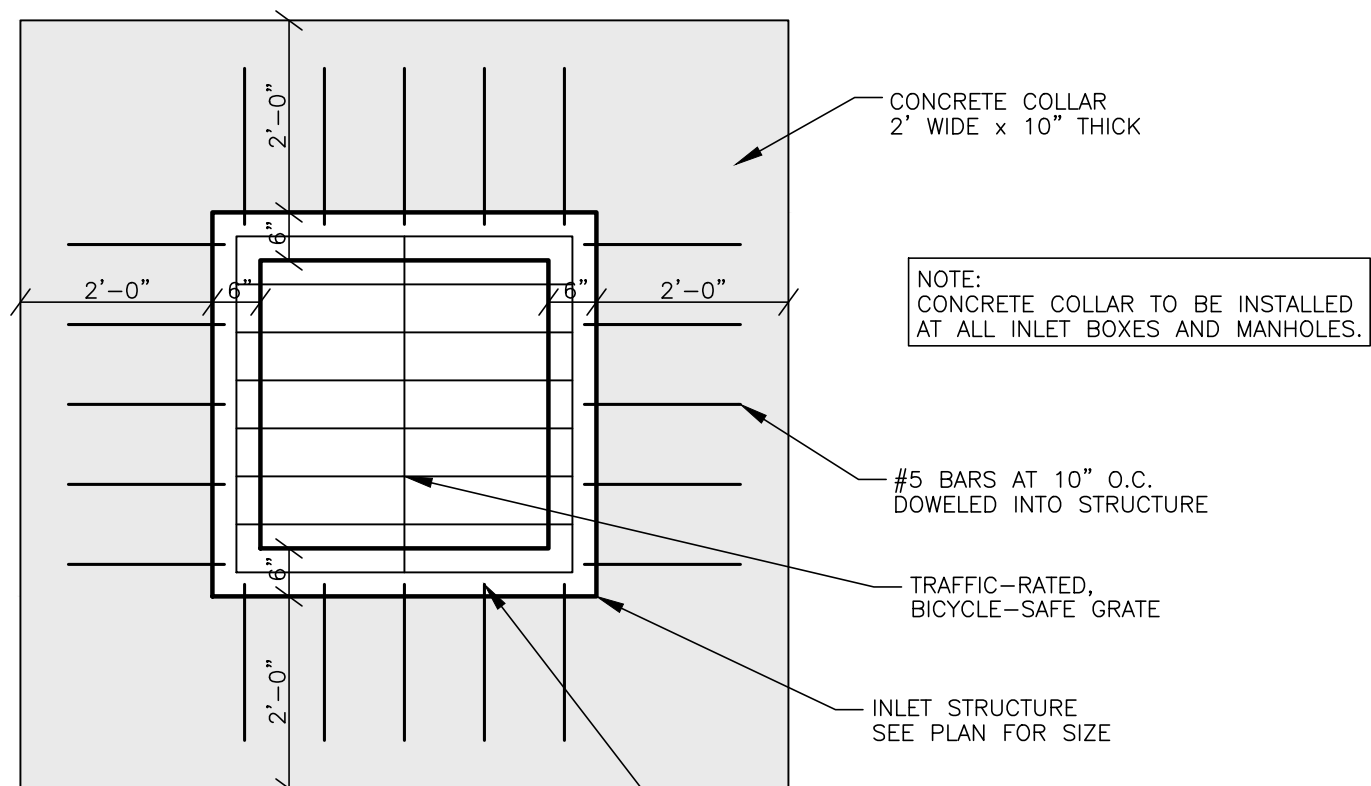
**Concrete Pavement Around Building**  
SCALE: NONE



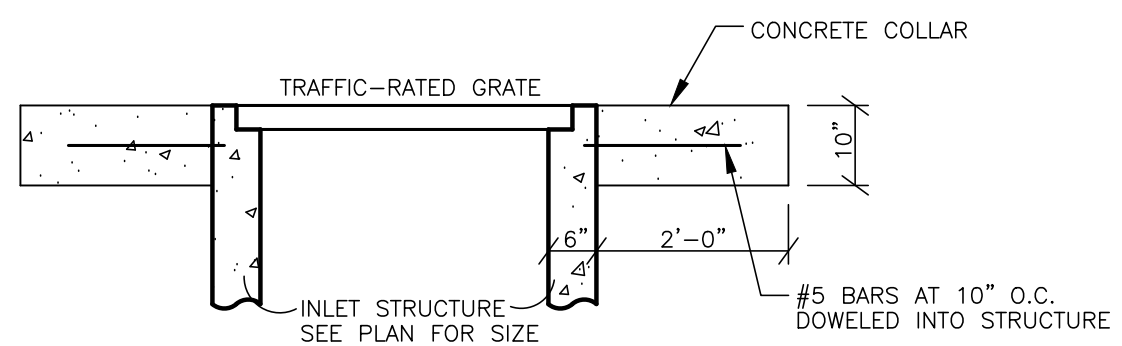
**2' Concrete Waterway**  
SCALE: NONE



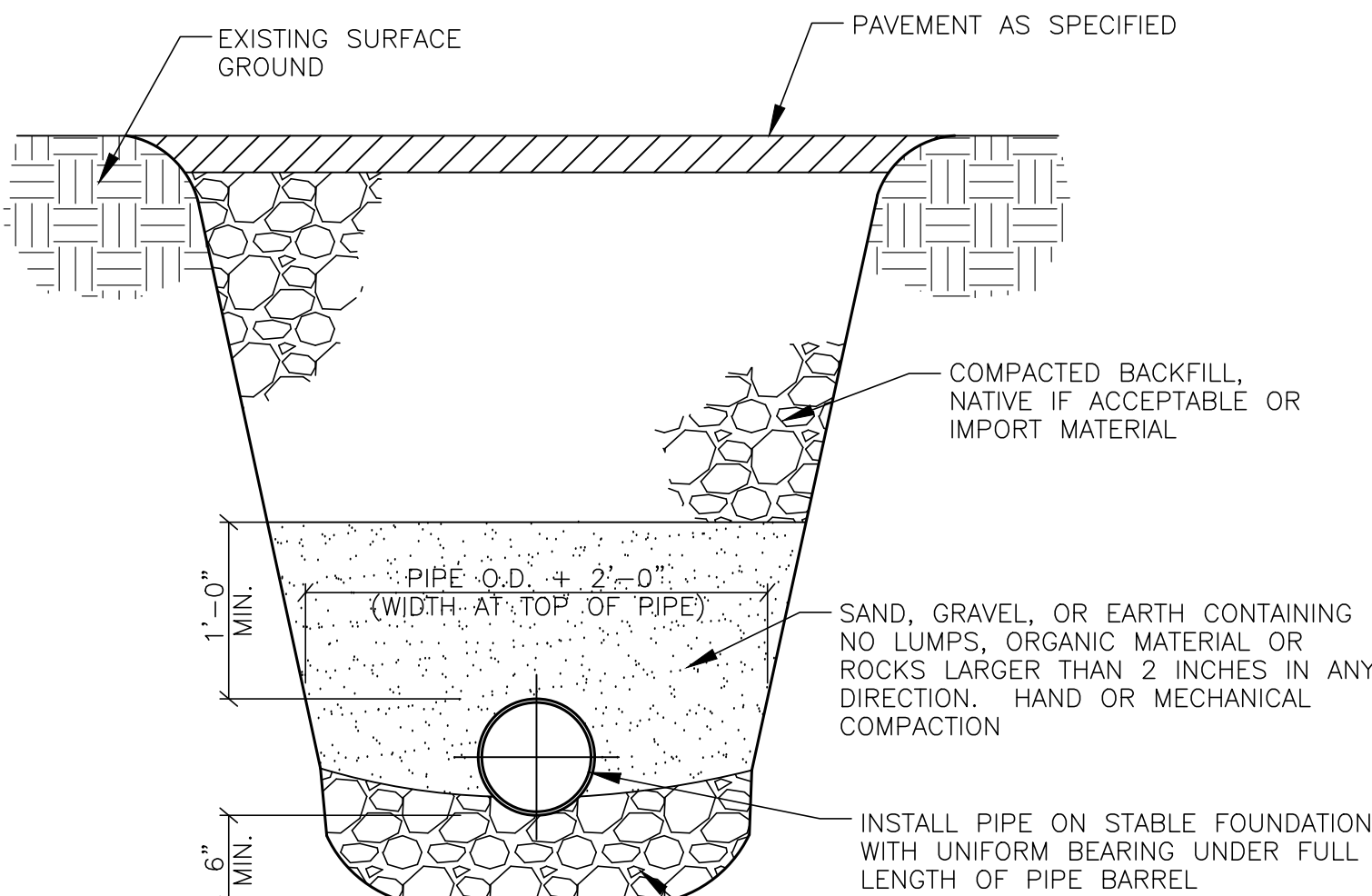
**Trash Enclosure Concrete Pad**  
SCALE: NONE



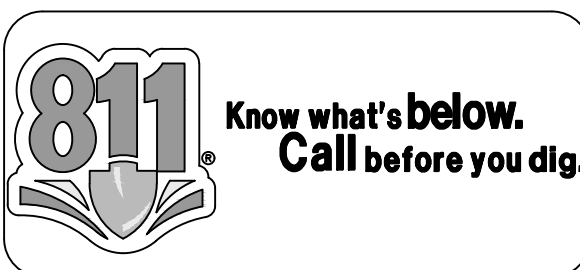
**Plan**



**Section Concrete Collar Detail**  
SCALE: NONE



**Typical On-Site Pipe Bed Section**  
SCALE: NONE



REVISIONS	DESCRIPTION
DATE	



<b>Project Info.</b>	
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Drafter:	J. MEYERS
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Number:	7307-01

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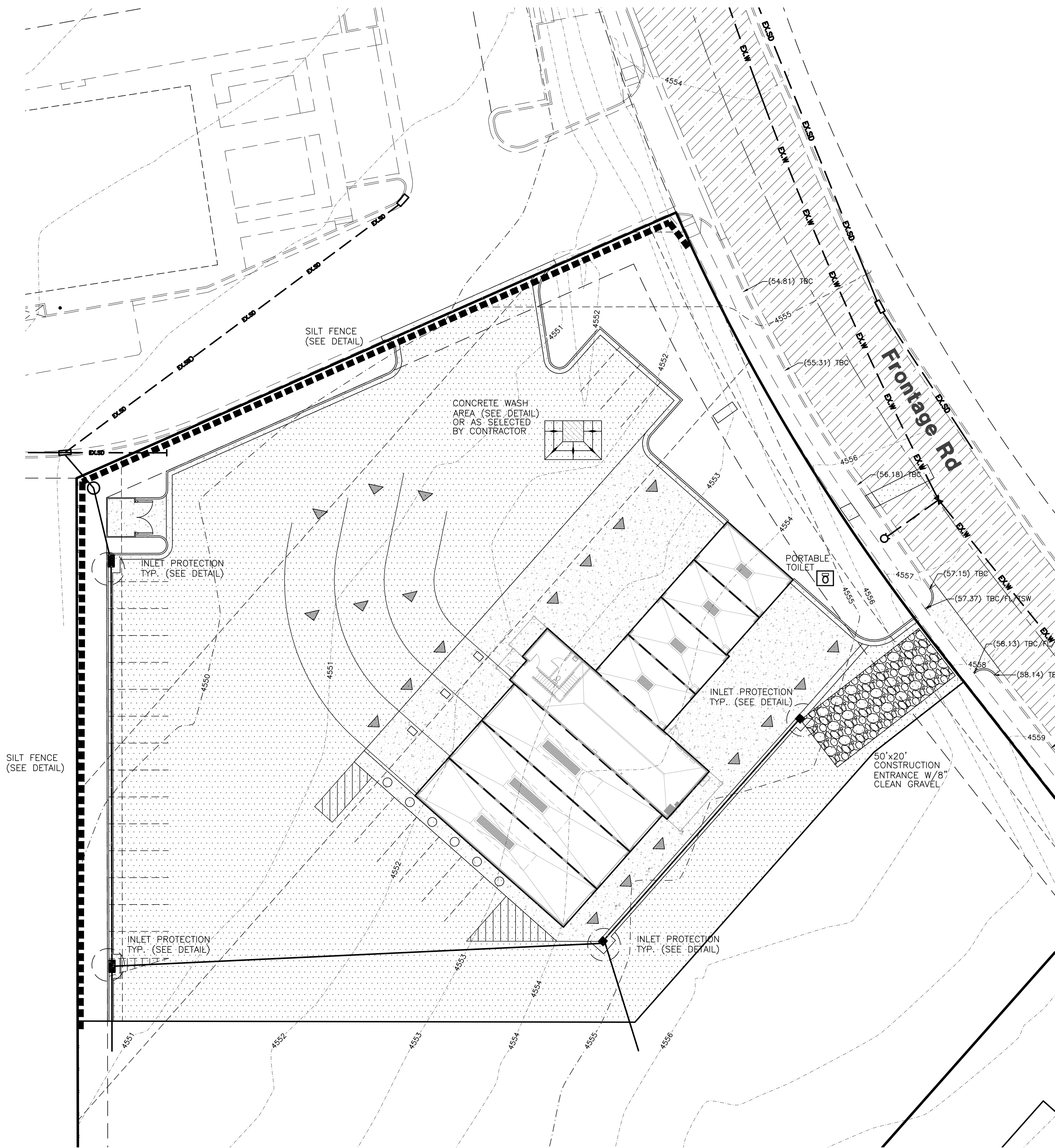


# Morty's Car Wash

## Frontage Road

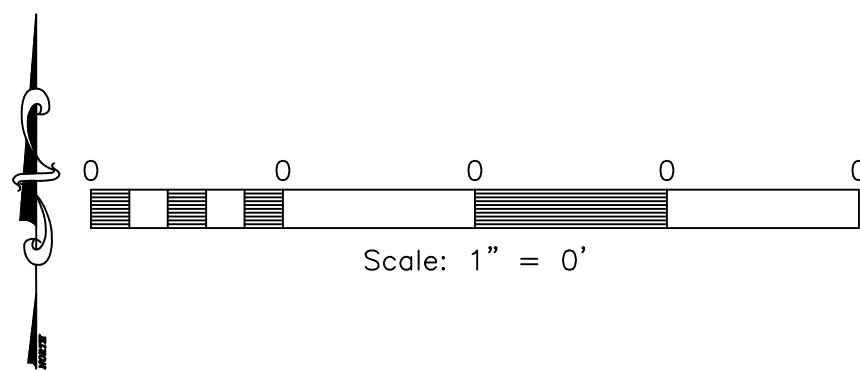
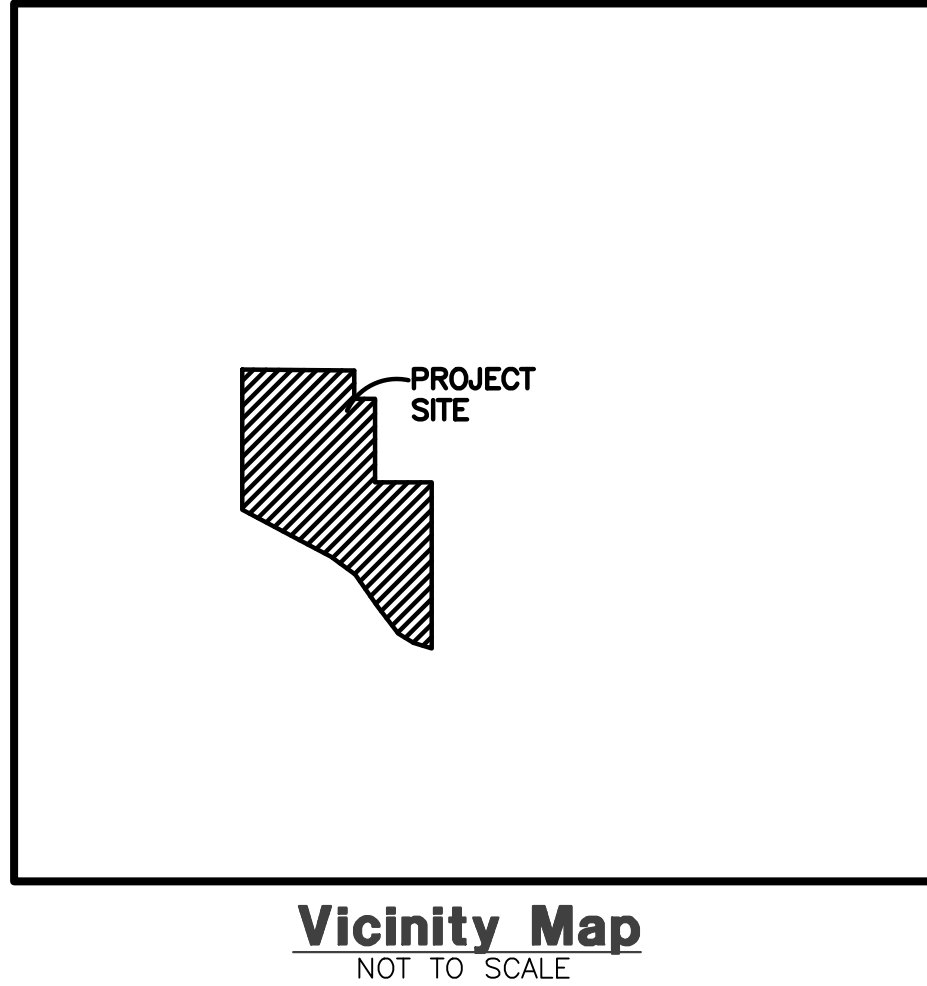
### Storm Water Pollution Prevention Plan Exhibit

SOUTH WEBER CITY, DAVIS COUNTY, UTAH  
MARCH 2020



ALL VEHICLES EXITING SITE TO PROCEED THROUGH CONSTRUCTION ENTRANCE TO REDUCE AMOUNTS OF SEDIMENT TRACKED ONTO ROADWAYS.

STREETS TO BE SWEEPED WITHIN 1000 FEET OF CONSTRUCTION ENTRANCE DAILY IF NECESSARY



Construction Activity Schedule	
- PROJECT LOCATION.....	SOUTH WEBER CITY, DAVIS COUNTY, UTAH
- PROJECT BEGINNING DATE.....	APRIL 2020
- BMP'S DEPLOYMENT DATE.....	APRIL 2020
- STORM WATER MANAGEMENT CONTACT / INSPECTOR.....	TBD
- SPECIFIC CONSTRUCTION SCHEDULE INCLUDING BMP CONSTRUCTION SCHEDULE TO BE INCLUDED WITH SWPPP BY OWNER/DEVELOPER	

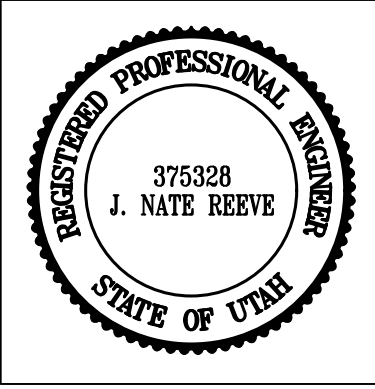
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5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405  
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REVISIONS	DESCRIPTION
DATE	

**Morty's Car Wash**  
**Frontage Road**  
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

**Storm Water Pollution Prevention Plan Exhibit**



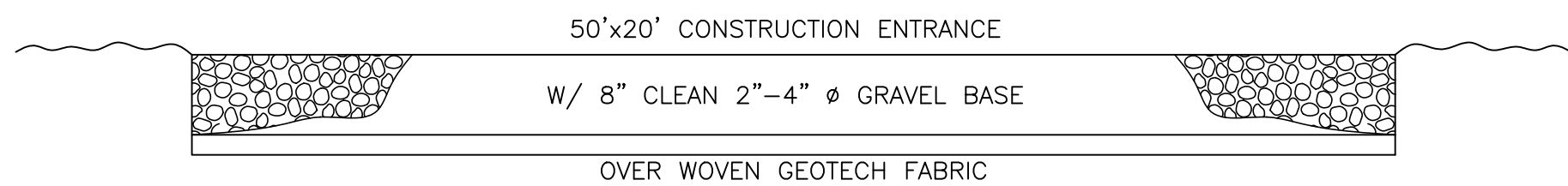
Project Info.	
Engineer:	J. NATE REEVE
Drafter:	J. MEYERS
Begin Date:	MARCH 2020
Name:	MORTY'S CAR WASH SOUTH WEBER
Number:	7307-01

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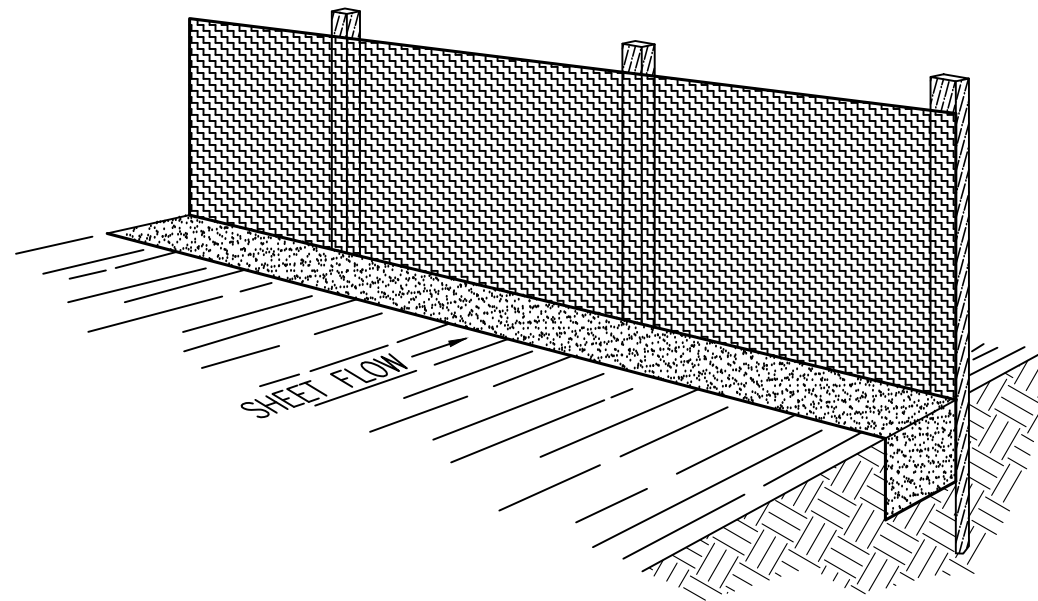


## Notes:

- Describe all BMP's to protect storm water inlets:  
All storm water inlets to be protected by straw wattle barriers, or gravel bags (see detail).
- Describe BMP's to eliminate/reduce contamination of storm water from:
  - Equipment / building / concrete wash areas:  
To be performed in designated areas only and surrounded with silt fence barriers.
  - Soil contaminated by soil amendments:  
If any contaminants are found or generated, contact environmental engineer and contacts listed.
  - Areas of contaminated soil:  
If any contaminants are found or generated, contact environmental engineer and contacts listed.
  - Fueling area:  
To be performed in designated areas only and surrounded with silt fence.
  - Vehicle maintenance areas:  
To be performed in designated areas only and surrounded with silt fence.
  - Vehicle parking areas:  
To be performed in designated areas only and surrounded with silt fence.
  - Equipment storage areas:  
To be performed in designated areas only and surrounded with silt fence.
  - Materials storage areas:  
To be performed in designated areas only and surrounded with silt fence.
  - Waste containment areas:  
To be performed in designated areas only and surrounded with silt fence.
  - Service areas:  
To be performed in designated areas only and surrounded with silt fence.
- BMP's for wind erosion:  
Stockpiles and site as needed to be watered regularly to eliminate / control wind erosion
- Construction Vehicles and Equipment:
  - Maintenance
    - Maintain all construction equipment to prevent oil or other fluid leaks.
    - Keep vehicles and equipment clean, prevent excessive build-up of oil and grease.
    - Regularly inspect on-site vehicles and equipment for leaks, and repair immediately.
    - Check incoming vehicles and equipment (including delivery trucks, and employee and subcontractor vehicles) for leaking oil and fluids. Do not allow leaking vehicles or equipment on-site.
    - Segregate and recycle wastes, such as greases, used oil or oil filters, antifreeze, cleaning solutions, automotive batteries, hydraulic, and transmission fluids.
  - Fueling
    - If fueling must occur on-site, use designated areas away from drainage.
    - Locate on-site fuel storage tanks within a bermed area designed to hold the tank volume.
    - Cover retention area with an impervious material and install in a manner to ensure that any spills will be contained in the retention area. To catch spills or leaks when removing or changing fluids.
    - Use drip pans for any oil or fluid changes.
  - Washing
    - Use as little water as possible to avoid installing erosion and sediment controls for the wash area.
    - If washing must occur on-site, use designated, bermed wash areas to prevent waste water discharge into storm water, creeks, rivers, and other water bodies.
    - Use phosphate-free, biodegradable soaps.
    - Do not permit steam cleaning on-site.
- Spill Prevention and Control
  - Minor Spills:  
Minor spills are those which are likely to be controlled by on-site personnel. After contacting local emergency response agencies, the following actions should occur upon discovery of a minor spill:
    - Contain the spread of the spill.
    - If the spill occurs on paved or impermeable surfaces, clean up using "dry" methods (i.e. absorbent materials, cat litter, and / or rags).
    - If the spill occurs in dirt areas, immediately contain the spill by constructing an earth dike. Dig up and properly dispose of contaminated soil.
    - If the spill occurs during rain, cover the impacted area to avoid runoff.
    - Record all steps taken to report and contain spill.
  - Major Spills:  
On-site personnel should not attempt to control major spills until the appropriate and qualified emergency response staff have arrived at the site. For spills of federal reportable quantities, also notify the National Response Center at (800) 424-8802. A written report should be sent to all notified authorities. Failure to report major spills can result in significant fines and penalties.
- Post Roadway / Utility Construction
  - Maintain good housekeeping practices.
  - Enclose or cover building material storage areas.
  - Properly store materials such as paints and solvents.
  - Store dry and wet materials under cover, away from drainage areas.
  - Avoid mixing excess amounts of fresh concrete or cement on-site.
  - Perform washout of concrete trucks offsite or in designated areas only.
  - Do not wash out concrete trucks into storm drains, open ditches, streets or streams.
  - Do not place material or debris into streams, gutters or catch basins that stop or reduce the flow of runoff water.
  - All public streets and storm drain facilities shall be maintained free of building materials, mud and debris caused by grading or construction operations. Roads will be swept within 1000' of construction entrance daily, if necessary.
  - Install straw wattle around all inlets contained within the development and all others that receive runoff from the development.
- Erosion Control Plan Notes
  - The contractor will designate an emergency contact that can be reached 24 hours a day 7 days a week.
  - A stand-by crew for emergency work shall be available at all times during potential rain or snow runoff events. Necessary materials shall be available on site and stockpiled at convenient locations to facilitate rapid construction of emergency devices when rain or runoff is eminent.
  - Erosion control devices shown on the plans and approved for the project may not be removed without approval of the engineer of record. If devices are removed, no work may continue that have the potential of erosion without consulting the engineer of record. If deemed necessary erosion control should be reestablished before this work begins.
  - Graded areas adjacent to fill slopes located at the site perimeter must drain away from the top of the slope at the conclusion of each working day. This should be confirmed by survey or other means acceptable to the engineer of record.
  - All silt and debris shall be removed from all devices within 24 hours after each rain or runoff event.
  - Except as otherwise approved by the inspector, all removable protective devices shown shall be in place at the end of each working day and through weekend until removal of the system is approved.
  - All loose soil and debris, which may create a potential hazard to offsite property, shall be removed from the site as directed by the engineer of record of the governing agency.
  - The placement of additional devices to reduce erosion damage within the site is left to the discretion of the engineer of record.
  - Desilting basins may not be removed or made inoperable without the approval of the engineer of record and the governing agency.
  - Erosion control devices will be modified as need as the project progresses and plans of these changes submitted for approval by the engineer of record and the governing agency.
- Conduct a minimum of one inspection of the erosion and sediment controls every two weeks. Maintain documentation on site.
  - Part III.D.4 of general permit UTR300000 identifies the minimum inspection requirements.
  - Part II.D.4.C identifies the minimum inspection report requirements.
  - Failure to complete and/or document storm water inspections is a violation of part III.D.4 of Utah General Permit UTR 300000.



Cross Section 50' x 20' Construction Entrance



## Perspective View

Figure 2

### INSTALLATION

The silt fence should be installed prior to major soil disturbances in the drainage area. The fence should be placed across the slope along a line of uniform elevation wherever flow of sediment is anticipated. Table 1 shows generally-recommended maximum slope lengths (slope spacing between fences) at various site grades for most silt fence applications.

TABLE 1: Recommended Maximum Slope Lengths for Silt Fence (Richardson & Middlebrooks, 1991)	
Slope Steepness (%)	Max. Slope Length m (ft)
<2%	30.5m (100ft)
2-5%	22.9m (75ft)
5-10%	15.2m (50ft)
10-20%	7.6m (25ft)
>20%	4.5m (15ft)

### PREFABRICATED SILT FENCE ROLLS

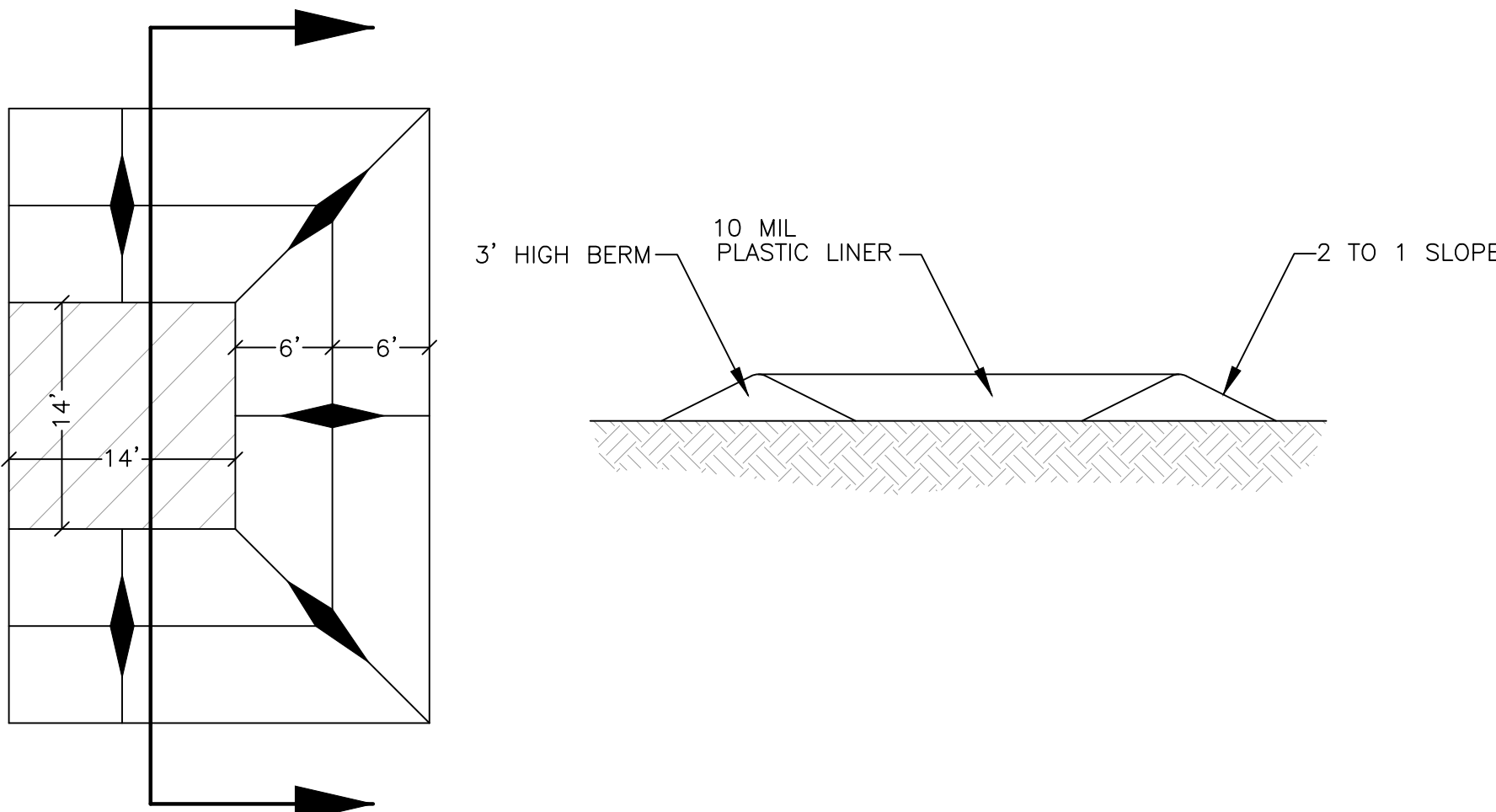
\*Excavate a minimum 15.2cm x 15.2cm (6"x6") trench at the desired location.  
\*Unroll the silt fence, positioning the post against the downstream wall of the trench.  
\*Adjacent rolls of silt fence should be joined by nesting the end post of one fence into the other. Before nesting the end posts, rotate each post until the geotextile is wrapped completely around the post, then abut the end posts to create a tight seal as shown in Figure 1.  
\*Drive posts into the ground until the required fence height and/or anchorage depth is obtained.  
\*Bury the loose geotextile at the bottom of the fence in the upstream trench and backfill with natural soil, tamping the backfill to provide good compaction and anchorage. Figure 2 illustrates a typical silt fence installation and anchor trench placement.

### FIELD ASSEMBLY:

\*Excavate a minimum 15.2cm x 15.2cm (6"x6") trench at the desired location.  
\*Drive wooden posts, or steel posts with fastening projections, against the downstream wall of the trench. Maximum post spacing should be 2.4-3.0m (8-10ft). Post spacing

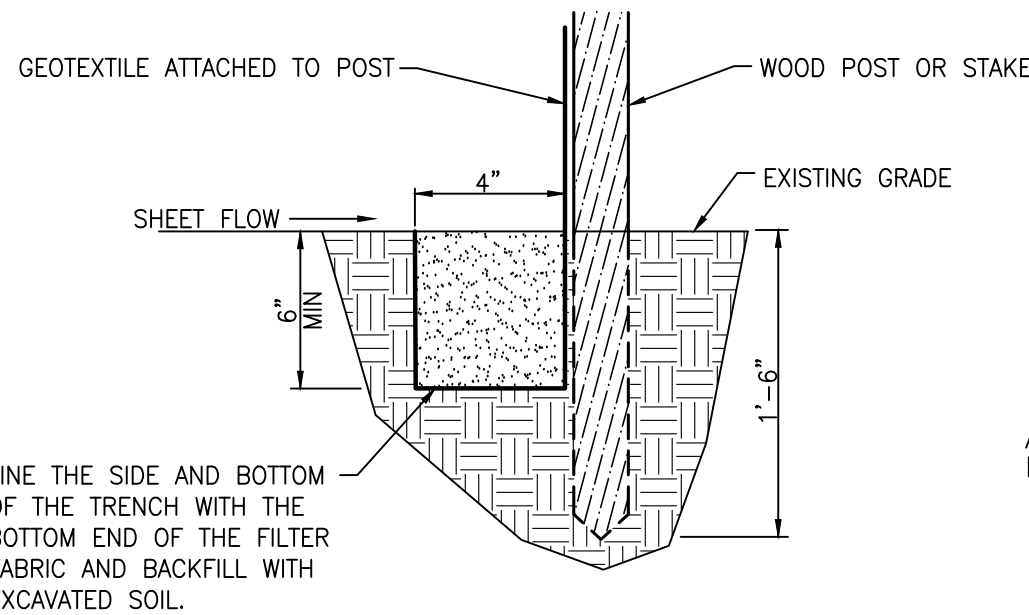
## Silt Fence Detail

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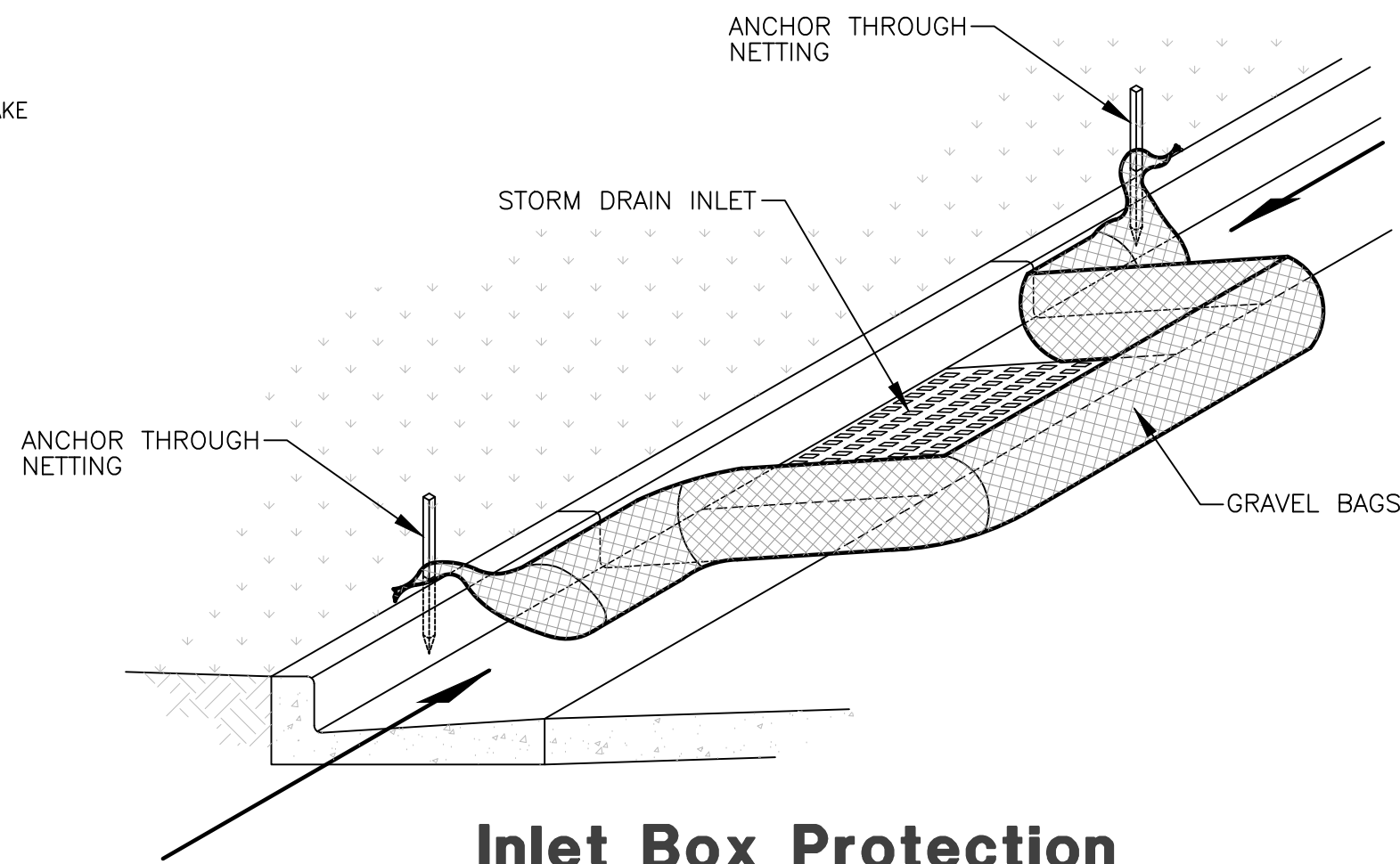


## Concrete Washout Area w/ 10 mil Plastic Liner

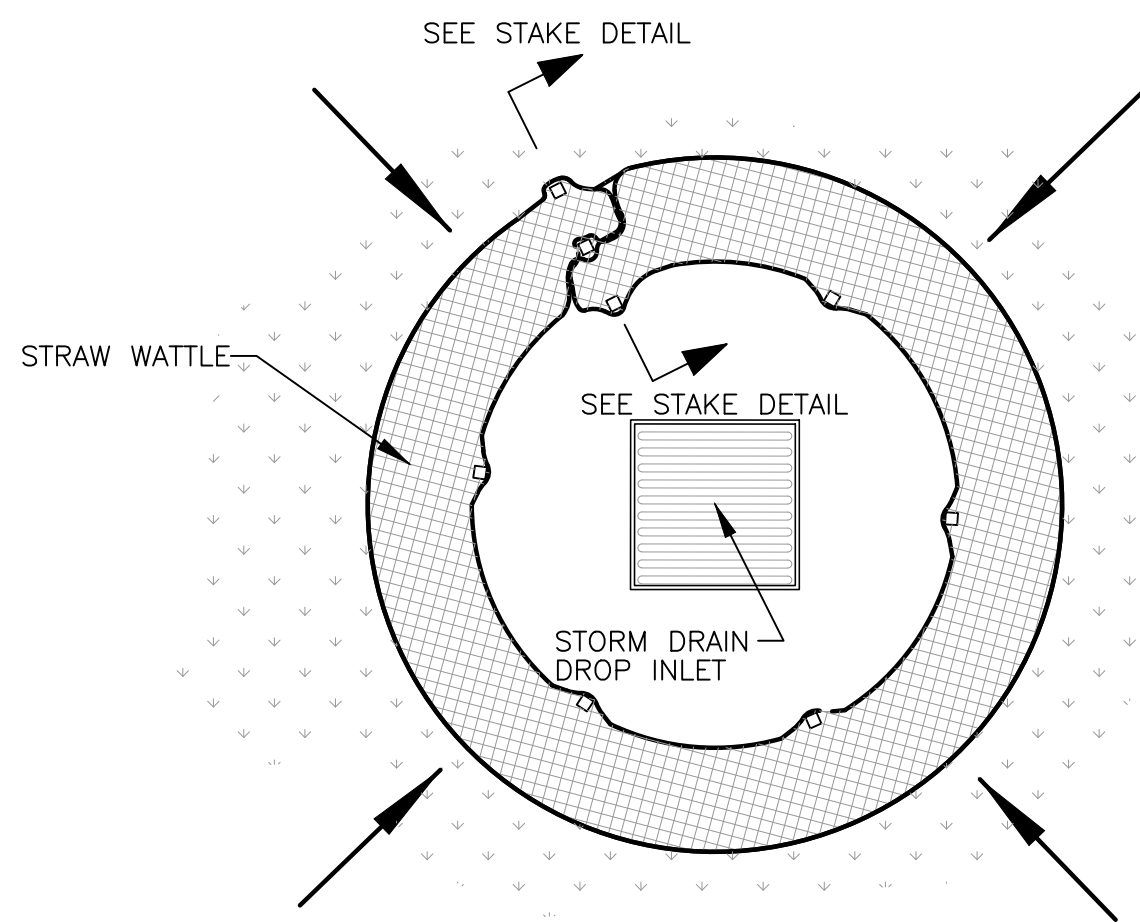
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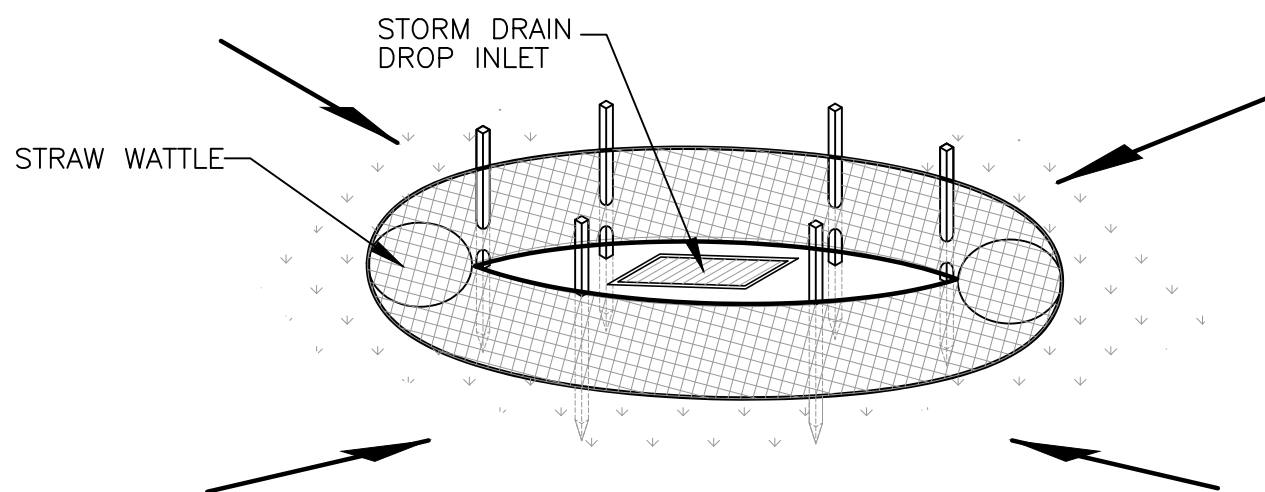
## Section



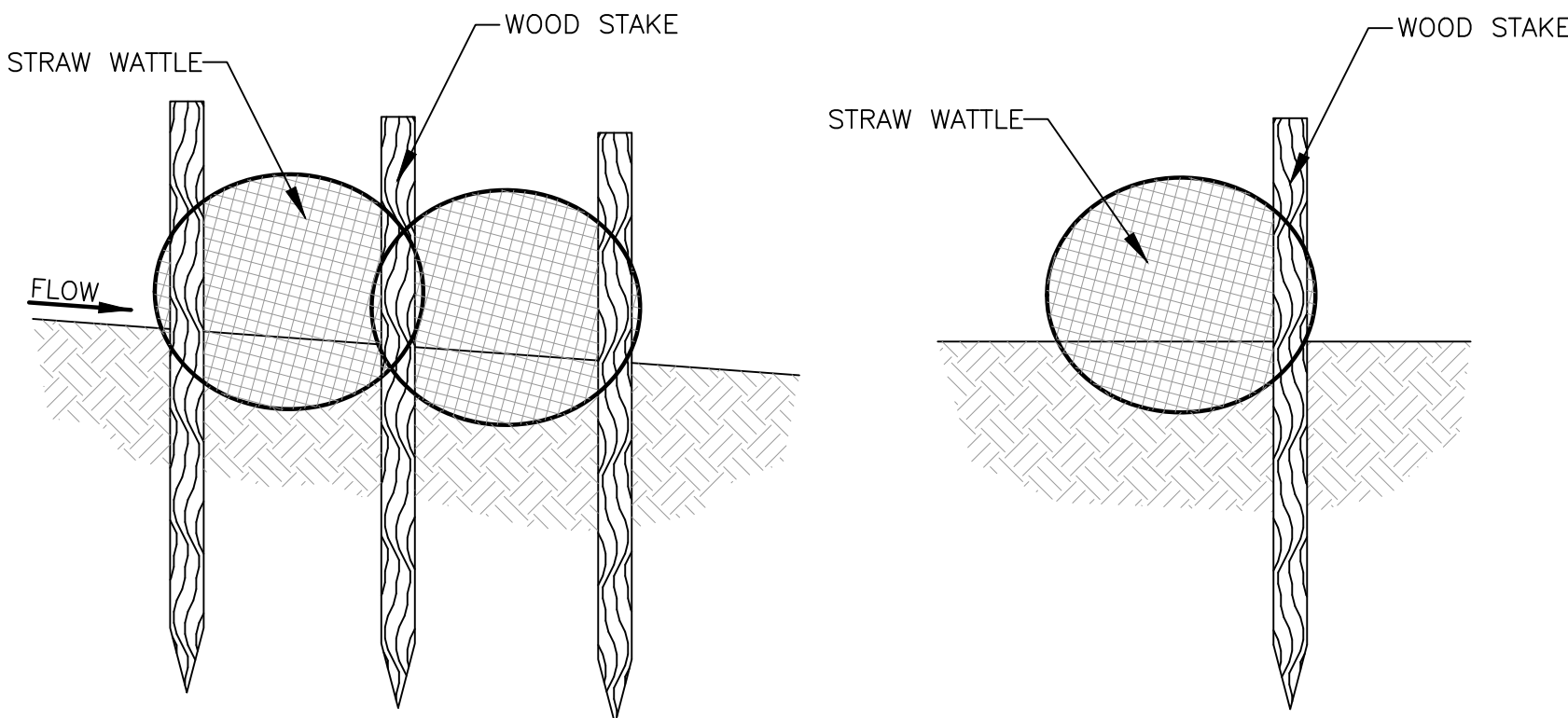
## Inlet Box Protection



## Plan View



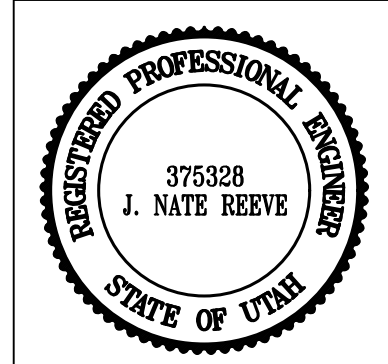
## Drop Inlet Protection



## Stake Detail



REVISIONS	DESCRIPTION
DATE	



Project Info.	
Engineer:	J. NATE REEVE
Drafter:	J. MEYERS
Begin Date:	MARCH 2020
Name:	MORTY'S CAR WASH SOUTH WEBER
Number:	7307-01

Sheet	9
8	Sheets





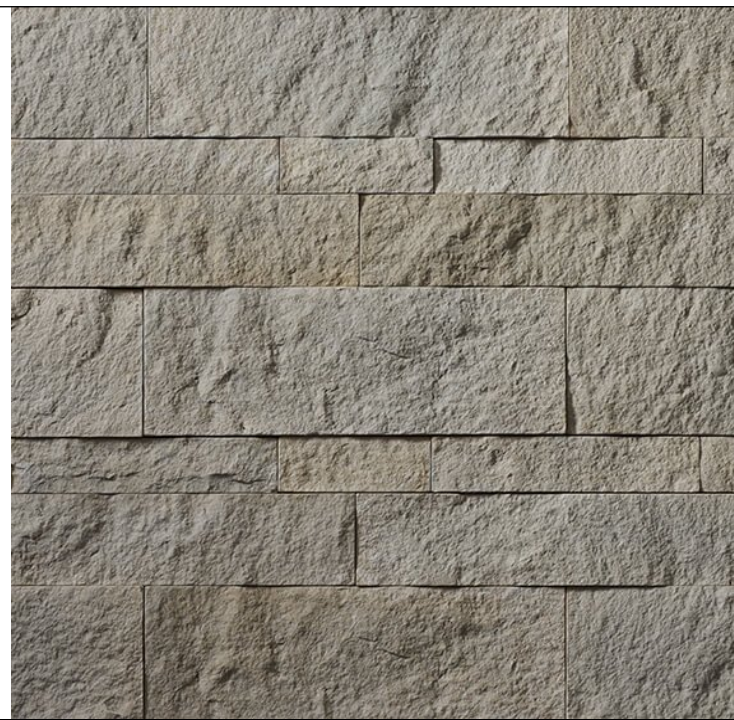
**Architectural Asphalt Shingles**  
Color: GAF Timberline Charcoal



**Anodized Aluminum trim and Window Frames**  
Color: Dark Bronze Anodized



**Wood Look Porcelain Tile**  
Color: Dal Tile Forest Park Summer Tree FP95



**Synthetic Stone Veneer**  
Color: Boral Cultured Stone Hewn Stone Span



**Cementitious Lap Siding**  
Color: James Hardie Smooth Lap Siding Iron Gray



**EIFS Smooth Finish**  
Color: Senergy Storm Grey

**PROPOSED MATERIALS**

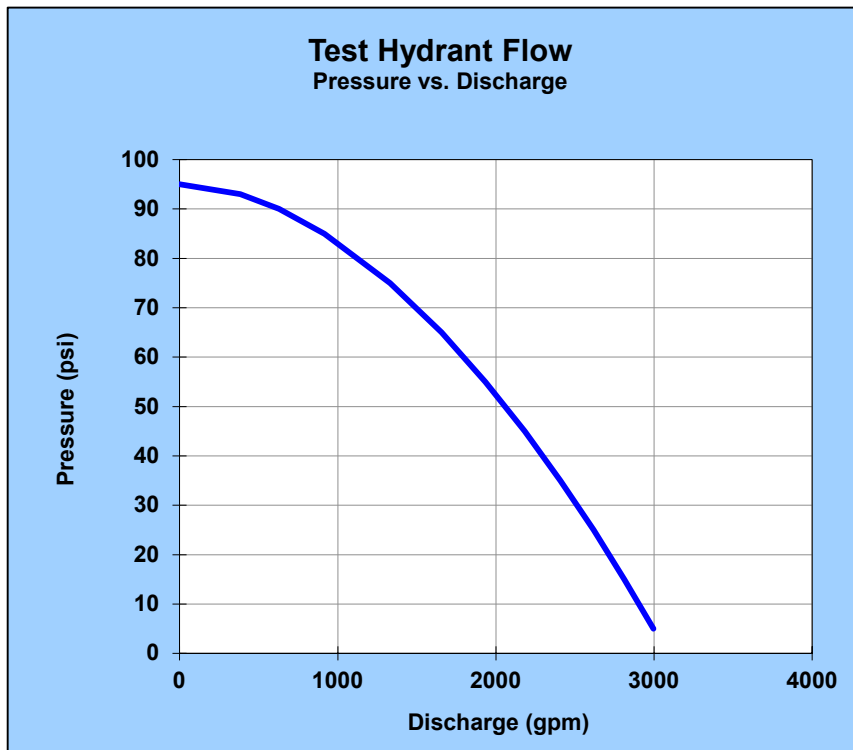




**Client:** SWC  
**Project:** 4.2 Mike Ford  
**Feature:**  
**Date:** 14-Jan-20    **Time:** 8:30

**DIFFUSER TEST**

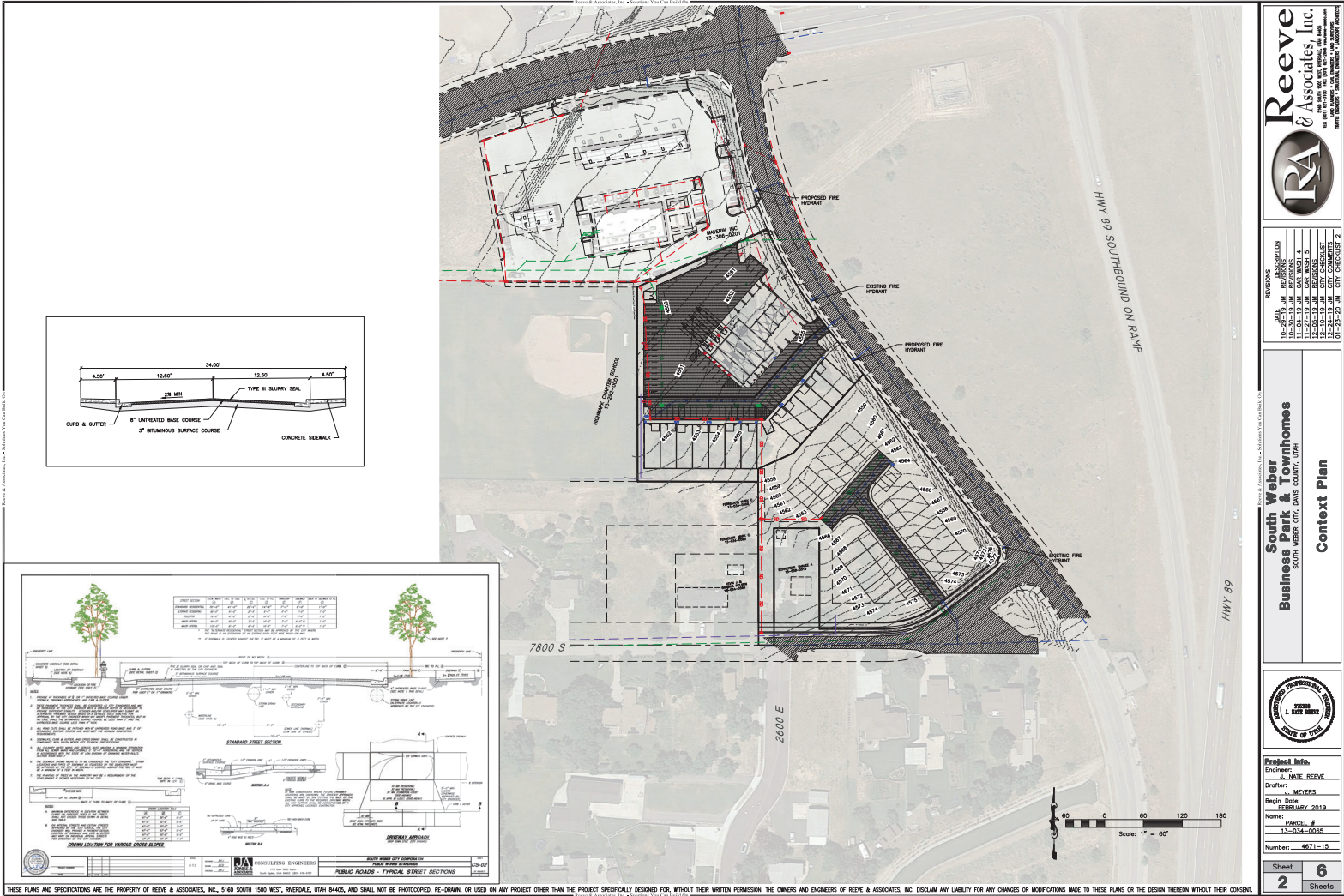
FLOW HYDRANT			TEST HYDRANT		
	FH-4M-5			FH-4M-4	
Pitot/Flow Pressure	60.0	psi (velocity head)	Static Pressure	95	psi.
Discharge Coef., C	0.9		Residual Pressure	80	psi
Diffuser Throat ID	2.500	inches	Test Hydrant Elev.	#N/A	ft
Flowrate, Q	1139	gpm	Residual Flow at 20 ps	2716	gpm
Flow Hydrant Elev.	#N/A	ft			











**FIRE REVIEW ONLY**

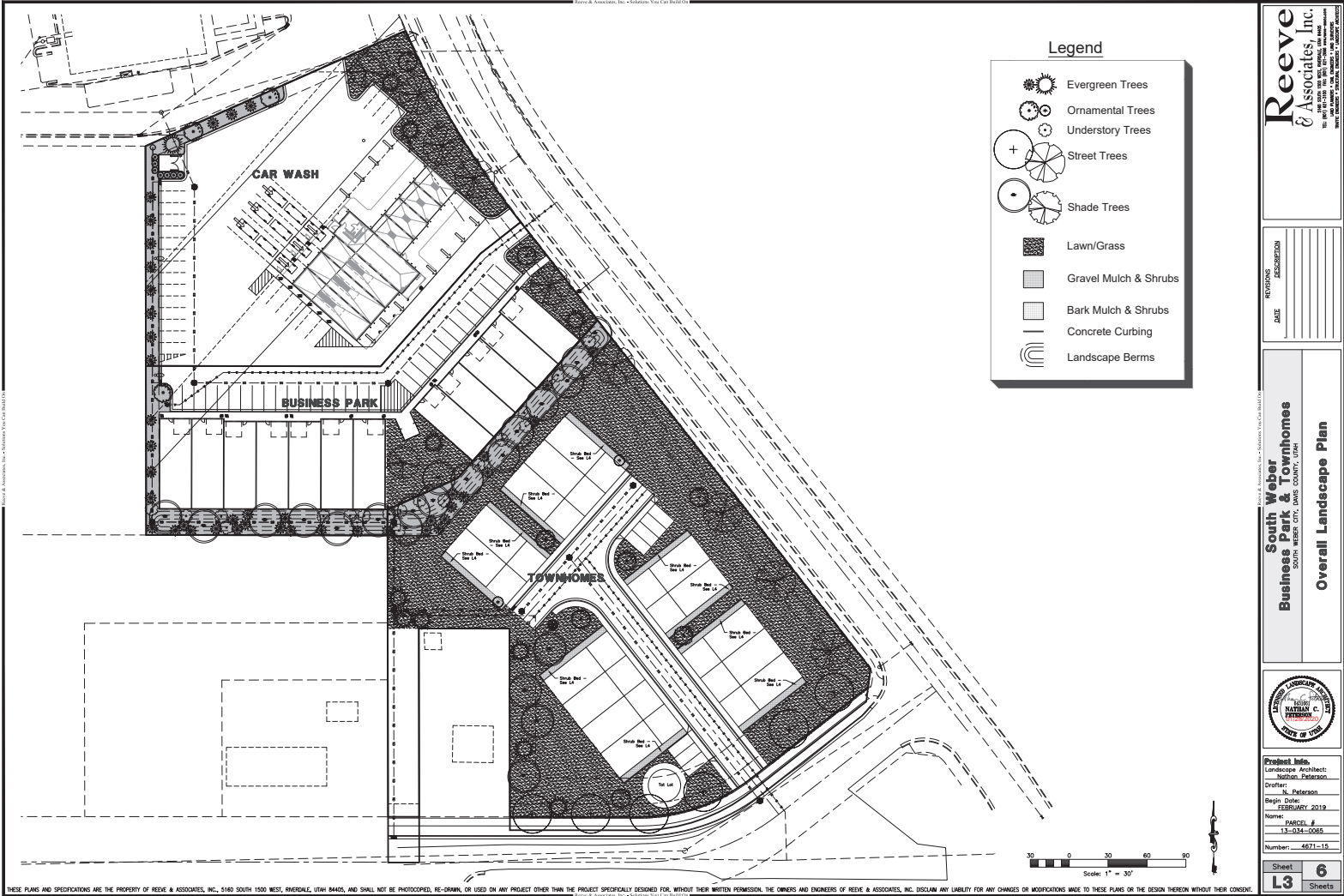
**REVIEWED FOR CODE COMPLIANCE**

**FOR COMPLIANCE WITH THE APPLICABLE CONSTRUCTION CODES IDENTIFIED IN OUR PLAN REVIEW COMMENT LETTER DATED 05/04/2020, PLAN REVIEW ACCEPTANCE OF DOCUMENTS DOES NOT AUTHORIZE CONSTRUCTION TO PROCEED IN VIOLATION OF ANY FEDERAL, STATE OR LOCAL REGULATION.**

DATE: 05/04/2020

WEST COAST CODE CONSULTANTS, INC.









**TREES**

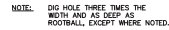
SHRUBS

PESQ

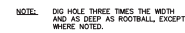
OTHER

Symbol

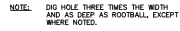
1. This planting plan is approximate and plant quantities are approximate.
2. Field lines are to be drawn and string the layout and locations of site construction features for the contractor to follow. The contractor's layout shall conform to the exact location and grades shown on the drawings.
3. Coordinate all aspects of the planting plans with the contractor. The contractor shall be responsible for the owner representative to any conflict in the drawings. The contractor shall be responsible for the lines and values of the time the planting plan is approved.
4. Finish grade of soil in lawn areas shall be 2" above the existing ground surface. The contractor shall accommodate soil. Grades in areas where seed is to be applied shall be 2" above the existing ground surface.
5. Native plants shall be stockpiled and stored on site. The contractor shall be responsible for the stockpiling and storage of native plants.
6. Seed and grass shall receive a minimum 4" depth of native topsoil and shrub beds shall receive a minimum 6" depth of native topsoil.
7. Imported topsoil, when required, shall come from a local source and be free of weeds and debris.
8. The contractor shall be responsible for the planting layout as seen from a line perpendicular to the wall or curb.
9. Logging or Curing shall be installed as shown on the drawings.
10. Shrub beds shall plant properly to prevent erosion.
11. The contractor shall be responsible for the planting layout and shall be responsible for the planting layout and shall be responsible for the planting layout.
12. Place mulch in all shrub beds and perennial beds. The contractor shall be responsible for the mulch. Do not crowd out small perennial plants with excessive mulch.



- ## **DECIDUOUS TREE PLANTING**



- ### CONIFEROUS TREE PLANTING



- ## SHRUB PLANTING



- 

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR. WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

<b>Project Info.</b>	
Landscape Architect:	Nathan Peterson
Drafter:	N. Peterson
Begin Date:	FEBRUARY 2019
Name:	PARCEL # 13-034-0065
Number:	4671-15

Sheet	<b>6</b>
<b>L4</b>	Sheets

BY:   
DATE: 05/04/2020 WEST COAST CODE  
CONSULTANTS, INC.



## Plant Table

Trees	Car Wash	Business Park	Town Homes	Symbol	Scientific Name	Common Name	Size
3	2	6			Morus 'Spring Snow'	Spring Snow Crabapple	2" cal.
3	2	6			Pinus rigida	Australian Pine	6" B&B
0	0	1			Picea glauca 'Pendula'	Weeping White Spruce	6" Ht.
11	31	0			Picea pungens 'Fastigata'	Columnar Blue Spruce	6" Ht.
0	0	6			Gleditsia triacanthos 'Imperial'	Imperial Honey Locust	2" cal.
3	1	4			Gymnocladus dioica	Kentucky Coffeetree	2" cal.
0	0	3			Morus sp. 'Red Baron'	Red Baron Crabapple	2" cal.
1	1	0			Zelkova serrata 'Village Green'	Red Baron Crabapple	2" cal.
0	19	0			Corylus americana 'Contorta'	Contorted Filice	10.0 cal.
0	17	4			Corylus betulae 'Fastigata'	Pyramidal Hornbeam	2" cal.

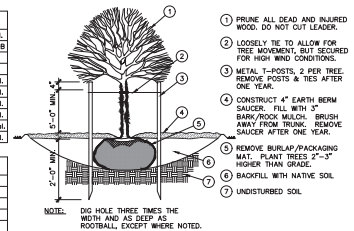
Shrubs	Car Wash	Business Park	Town Homes	Symbol	Scientific Name	Common Name	Size
0	0	12			Berberis thun. 'atras 'Nana'	Crimson Pygmy Barberry	5 gal.
0	12	6			Cornus sericea 'Inspiro'	Inspiro Dwarf Dogwood	5 gal.
0	0	18			Mehadia aquifolium 'Compactum'	Compact Oregon Grape	5 gal.
0	24	0			Physocarpus opulifolius 'Dart's Gold'	Dart's Gold Ninebark	5 gal.
0	0	39			Ribes alpinum 'Green Mound'	Green Mound Alpine Currant	5 gal.
0	32	0			Symphoricarpos alba	Common Snowberry	5 gal.
0	0	12			Rosa sp. 'Blushing Knockout'	Blushing Knockout Rose	5 gal.
0	0	15			Spiraea japonica 'Magic Carpet'	Magic Carpet Spirea	5 gal.
0	0	21			Spiraea bumalda 'Gold Mound'	Gold Mound Spirea	5 gal.

Perennials	Car Wash	Business Park	Town Homes	Symbol	Scientific Name	Common Name	Size
0	0	9			Lupinus angustifolius 'Monarch'	Monarch Lavender	1 gal.
0	0	18			Rudbeckia fulgida 'Goldsturm'	Goldsturm Black Eyed Susan	1 gal.
0	0	9			Achillea millefolium 'Paprika'	Paprika Yarrow	1 gal.
0	0	9			Geranium x 'Johnson's Blue'	Johnson's Blue Geranium	1 gal.

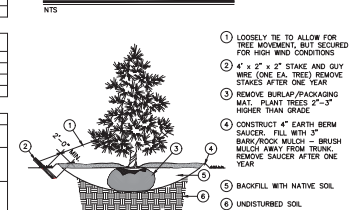
Other	Symbol	Description
		Turf Grass - Sod
		Kentucky Bluegrass Mix - 3 Species Minimum
		Rock Mulch - 2"-4" Diameter - 3" Depth - Tan Color
		Place mulch over 5 ounce Professional weed barrier cloth in all planting beds. Contractor to provide samples to owner for approval prior to delivery.
		Shredded Bark Mulch - 3" Depth
		Place mulch over 5 ounce Professional weed barrier cloth in all planting beds. Contractor to provide samples to owner for approval prior to delivery.
		Concrete Mow Strip - 6"x6" - See Detail

## PLANTING NOTES

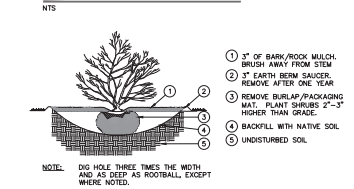
- This planting plan is diagrammatic and plant locations are approximate.
- Field survey, notes, and staking the layout and locations of site construction features for approval before actual construction. The layout shall conform to the exact location and grades of the intended work to be done.
- Coordinate all aspects of the planting plans with the irrigation system and call the attention of the owner representative to any conflict in placement of plants in relation to sprinkler heads, lines and valves at the time the landscape installation phase takes place.
- Final grade of soil in lawn areas shall be 2" below pools, walks, paving, leaders and curbs to accommodate soil. Grades in areas when needed shall be 1" lower than adjacent edge.
- Native topsoil shall be stockpiled and stored on site whenever possible for use in landscape areas.
- All soil areas shall receive a minimum 4" depth of native topsoil and shrub beds shall receive a minimum of 8" of native topsoil.
- Imported topsoil, when required, shall come from a reputable source, have a loam consistency and be free of weeds and debris.
- Place each shrub to give the most pleasing look as seen from the perpendicular to the soil or soil to/from which it is viewed.
- Edging or Curbing shall be installed as shown on the plan to separate grass from shrub beds.
- Shrub beds shall drain properly to prevent standing water from occurring. Call improperly draining planters or planting beds to the attention of the owner representative before planting. Provide positive drainage away from all structures and walls. Slope landscape areas 2% minimum.
- Place mulch in all shrub beds and perennial areas. See schedule for depth and type. Do not create out small perennial plants with excessive mulch.



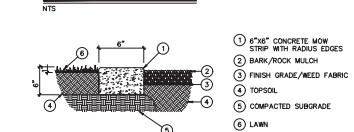
## DECIDUOUS TREE PLANTING



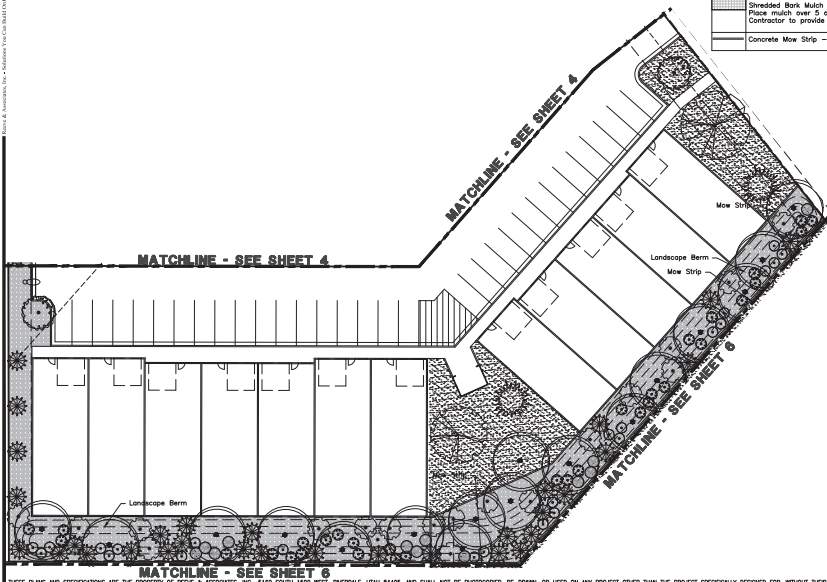
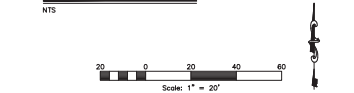
## CONIFEROUS TREE PLANTING



## SHRUB PLANTING



## CONCRETE MOW STRIP



THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5140 SOUTH 1500 WEST, RIVERDALE, UTAH 84403, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

**Reeve & Associates, Inc.**  
SOLUTIONS YOU CAN RELY ON  
1000 SOUTH 1500 WEST, RIVERDALE, UTAH 84403  
TEL: 801-441-1111 FAX: 801-441-1112  
WWW.REEVE-ASSOCIATES.COM

DATE: \_\_\_\_\_  
DESIGNER: \_\_\_\_\_  
CHECKED: \_\_\_\_\_  
APPROVED: \_\_\_\_\_

**South Weber Business Park & Townhomes**  
SOUTH WEBER CITY, JORDAN COUNTY, UTAH  
Business Park Landscape Plan



**Project Info**  
Landscape Architect: Nathan Peterson  
Begin Date: FEBRUARY 2019  
Drawn By: \_\_\_\_\_  
Parcel #: 13-034-0065  
Number: 4871-15  
Sheet: 6  
L5 Sheets

## FIRE REVIEW ONLY

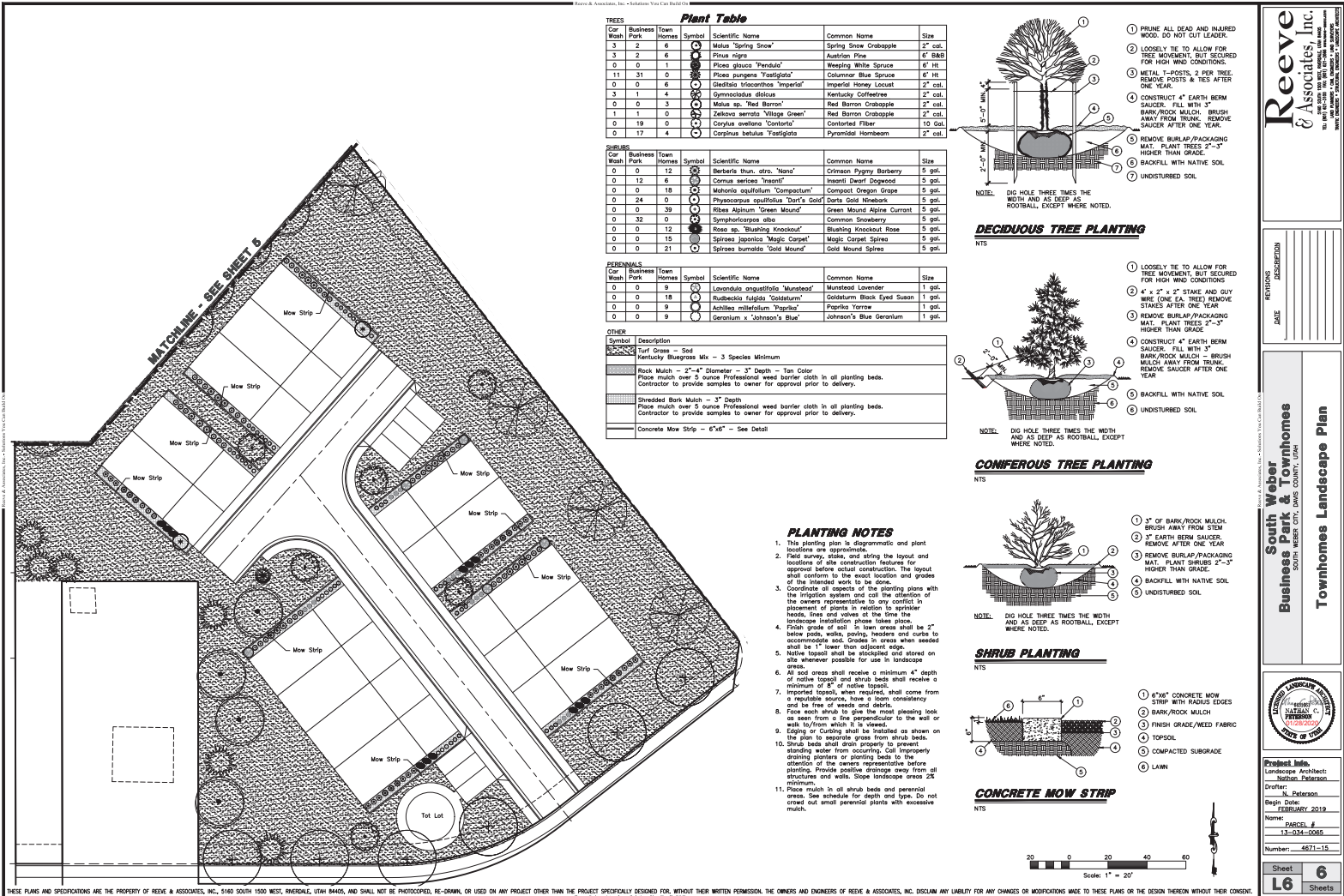
## REVIEWED FOR CODE COMPLIANCE



FOR COMPLIANCE WITH THE APPLICABLE CONSTRUCTION CODES LISTED IN OUR PLAN REVIEW COMMENT LETTER DATED 05/04/2020. PLAN REVIEW ACCEPTANCE OF DOCUMENTS DOES NOT AUTHORIZE CONSTRUCTION TO PROCEED IN VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAWS.

DATE: 05/04/2020 WEST COAST CODE CONSULTANTS, INC.









synthetic stone veneer  
harristone brown chief joseph



sills field  
senegry shearing



sills trim  
senegry candamom



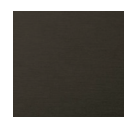
sills trim  
senegry brunet



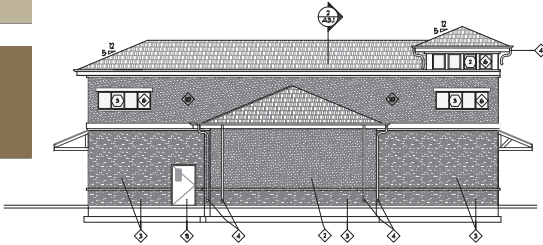
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AU  
NORTH WEST  
ELEVATION  
0 2 4 6 8  
SCALE: 1/8" = 1'-0"



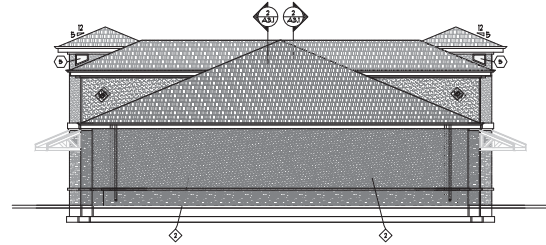
asphalt shingles  
gaf timberline mission brown



aluminum gutters and trim  
dark bronze anodized



2  
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SCALE: 1/8" = 1'-0"



3  
AU  
SOUTH WEST  
ELEVATION  
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SCALE: 1/8" = 1'-0"



4  
AU  
SOUTH EAST  
ELEVATION  
0 2 4 6 8  
SCALE: 1/8" = 1'-0"

FINISH SCHEDULE	
NOTE	
1	ARCHITECTURAL GRACE BUNGLE ROOF
2	7 EPS OVER CONCRETE FILLED PIG BALL SYSTEM
3	SYNTHETIC STONE VENEER
4	PRE-FINISHED ALUMINUM RAIN GUTTER AND DOWNSPUT
5	VENDING MACHINES - SEE EQUIPMENT PLAN
6	7 INSULATED GLASS IN CLAY COLORED VINYL FRAME
7	STEEL PIPE BOLLARD
8	POLYCARBONATE SECTIONAL DOOR
9	PAINTED HOLLOW METAL DOOR
10	7 EPS OVER WOOD FRAMED WALLS

PROJECT NUMBER  
20-01

REVISIONS

SHEET TITLE

EXTERIOR ELEVATIONS

PROJECT/OWNER

SOUTH WEBER  
CAR WASH  
7800 SOUTH AND 2700 EAST AVE.  
SOUTH WEBER UT  
SCOTT MORTENSEN

ARCHITECT

NICHOLS • NAYLOR  
ARCHITECTS  
1155 EAST WILMINGTON AVENUE SUITE 200  
SALT LAKE CITY, UT 84143 (801) 467-3333



DATE  
22 JANUARY 2020

SHEET NUMBER

A2.1





When Recorded, Mail To:  
Maverik, Inc.  
Attn.: Real Estate Department  
185 S. State Street, Suite 1300  
Salt Lake City, Utah 84111



Tax Parcel No. 13-306-0201 and 13-034-0065

(Space above for Recorder's use only)

## **ACCESS EASEMENT AGREEMENT AND USE RESTRICTION**

THIS ACCESS EASEMENT AGREEMENT AND USE RESTRICTION (this "**Agreement**") is entered into to be effective this 16th day of March, 2020, by and between MAVERIK, INC., a Utah corporation ("**Grantor**"), and Murray Family Investments, LLC, a Utah Limited Liability Company ("**Grantee**"). Grantor and Grantee are sometimes referred to individually as a "**Party**," and collectively as the "**Parties**."

### **RECITALS**

A. Grantor owns certain real property located in Davis County, Utah (the "**Grantor's Property**"). The Grantor's Property is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Grantee owns certain real property located adjacent to the Grantor's Property (the "**Grantee's Property**"). The Grantee's Property is more particularly described on Exhibit B, attached hereto and incorporated herein by this reference.

C. Grantee desires to obtain a non-exclusive access easement (the "**Easement**") on, over, and across a portion of the Grantor's Property (the "**Easement Area**"). The Easement Area is identified more particularly described on Exhibit C and depicted on the Illustration of Exhibit C, both attached hereto and incorporated herein by this reference.

D. Grantor is willing to convey the Easement to Grantee, subject to the terms and conditions set forth herein.

### **TERMS AND CONDITIONS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby conveys, without warranty, to Grantee, for the benefit of the Grantee's Property only, a non-exclusive easement on, over, and across the Easement Area for the sole purpose of vehicular and pedestrian ingress and egress to and from the Grantee's Property.



2. Use Restriction. Grantee agrees and acknowledges that the Grantee's Property shall be subject to those certain use restrictions set forth on Exhibit D attached hereto and by this reference made a part hereof.

3. Access. Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "**Grantee's Agents**") will have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee's Agents will enter upon the Easement Area at their sole risk and hazard. Grantee and its successors and assigns, hereby release Grantor from any claims relating to the condition of the Easement Area, Grantor's Property and the entry upon the Easement Area and Grantor's Property by Grantee and Grantee's Agents.

4. Reservation by Grantor. Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the above, Grantor reserves the right to require the relocation of the Easement Area at any time at Grantor's cost and expense, so long as the relocation provides Grantee with similar access to the Grantee's Property.

5. Condition of the Easement Area. Grantee accepts the Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "with all faults," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition, and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement Area is granted to Grantee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Easement Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to its use and improvement of the Easement Area.

6. Maintenance. Grantor shall have no obligation or responsibility whatsoever to maintain or repair the Easement Area. If the Easement Area or any other portion of the Grantor's Property is damaged by Grantee or Grantee's Agents, Grantee shall, at its sole cost and expense, promptly repair any such damage and restore the Easement Area to the same or better condition that existed before such damage. Grantee shall be responsible for any loss, damage, or injury to the Easement Area and the Grantor's Property caused by Grantee or Grantee's Agents' acts, omissions, or negligence in making, or failing to make, any maintenance or repairs required to be made by Grantee.

Notwithstanding the foregoing, should Grantor incur any cost or expenses in connection with the maintenance, repair, or upkeep of the Easement Area, Grantor shall be entitled to reimbursement from Grantee for fifty percent (50%) of the costs and expenses incurred. Grantee's failure to reimburse Grantor within thirty (30) days of delivery by Grantor to Grantee



of an invoice for Grantee's share of the costs and expenses incurred by Grantor shall result in Grantee being in default hereunder and Grantor being entitled to exercise the remedies set forth herein.

7. Indemnification. Grantee shall at Grantee's sole expense and with counsel reasonably acceptable to Grantor, indemnify, defend and hold harmless Grantor from and against all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action, assessments, fines and penalties of any kind including court costs and attorneys' fees actually incurred from any cause other than Grantor's gross negligence or willful misconduct, arising out of or relating directly or indirectly to this Agreement. This indemnification extends to and includes claims for: (i) the acts and omissions of the Grantee or Grantee's Agents; or (ii) the use of the Easement Area or the exercise of its/their rights under this Agreement by the Grantee, or Grantee's Agents, or its/their successors or assigns, and its/their agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

8. Insurance. Grantee will ensure that prior to entering onto the Easement Area, Grantee and all of Grantee's Agents and other such parties who assist with the maintenance or use of the Easement Area are covered under the terms of Grantee's insurance policies as set forth below, or that each obtain similar policies which, at a minimum, provides Grantor the same protections.

8.1 Liability Insurance Coverage and Limits. Prior to commencing use of the Easement Area, Grantee and Grantee's Agents will obtain and maintain a policy of commercial general liability insurance insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Easement Area and the ways immediately adjoining the Easement Area, with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property damage liability) of not less than Two Million Dollars (\$2,000,000.00). Grantor will be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent.

8.2 Automobile Insurance. Grantee must agree to maintain and keep in force, during the term hereof, Automobile Liability Insurance with a minimum limit of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

9. Notices. Any notice required or desired to be given under this Agreement shall be considered given either: (i) when delivered in person to the recipient named below, or (ii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the following addresses:

If to Grantor:	Maverik, Inc.
	Attn: Real Estate Department
	185 S. State Street, Suite 800
	Salt Lake City, UT 84111



With a copy to:       Maverik, Inc.  
                              Attn: Legal Department  
                              185 S. State Street, Suite 800  
                              Salt Lake City, UT 84111

If to Grantee:         Murray Family Investments, LLC  
                              Attn: Dan L Murray  
                              1451 North June Drive  
                              Farmington, Utah 84025

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

10.       Default by Grantee. If: (i) Grantee has defaulted on its obligations stated herein; (ii) Grantor has provided Grantee written notice of Grantee's default; and (iii) thirty (30) days have expired since Grantee received written notice from Grantor regarding Grantee's default and Grantee has failed to cure its default within the thirty (30) day period, Grantor, at its sole and exclusive option, may: (a) pursue any remedy available at law or in equity; (b) pursue the remedy of specific performance or injunction; (c) seek declaratory relief; (d) pursue an action for damages for loss; and/or (e) terminate this Agreement and the Easement.

11.       Miscellaneous.

11.1.   Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the Easement shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

11.2.   Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement or if a Party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing Party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing Party. For purposes of this Section 10.2, the term "prevailing party" shall, in the case of a claimant, be the Party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the Party who is successful in denying substantially all of the relief sought by the claimant.

11.3.   No Third Party Beneficiaries. In assuming and performing the obligations of this Agreement, Grantor and Grantee are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent, or employee of the other. There is no intent by either Party to create or establish third-party beneficiary status or rights in any third-party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a Party hereto, and Grantor and Grantee expressly disclaim any such third-party benefit.



11.4. No Public Use/Dedication. The Grantor's Property is and shall at all times remain the private property of Grantor. The use of the Grantor's Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Grantor's Property beyond the express terms and conditions of this Agreement.

11.5. Counterparts. The Parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same Agreement. Further, the Parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

*[signatures and acknowledgements to follow]*



IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

GRANTOR:

MAVERIK, INC., a Utah corporation

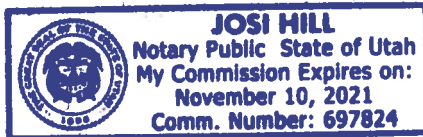
By: 

Name (Print): Chuck Maggler

Its: President

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

On this 7 day of April, 2020, personally appeared before me Chuck Maggler, known or satisfactorily proved to me to be the President of Maverik, Inc., a Utah corporation, who acknowledged to me that he signed the foregoing instrument as President for said entity.



  
Notary Public

*[further signatures and acknowledgements to follow]*



GRANTEE:

MURRAY FAMILY INVESTMENTS, LLC

By: *Dan L Murray*

Name (Print): Dan L Murray

Its: Manager

STATE OF UTAH )

: ss

COUNTY OF DAVIS )

On this 16 day of March, 2020, personally appeared before me *Danny Murray*, known or satisfactorily proved to me to be the Manager of Murray Family Investments, LLC, a Utah Limited Liability Company, who acknowledged to me that he signed the foregoing instrument as Manager for said entity.

*Michelle Rhodes*  
Notary Public





**EXHIBIT A**

(Legal Description of the Grantor's Property)

That certain real property located in Davis County, Utah, specifically described as follows:

Lot 201, Highmark Subdivision 1<sup>st</sup> Amendment, according to the official plat thereof on file and of record in the Davis County Recorder's Office recorded April 23, 2015, as Entry No. 2862284, in Book 6252, at Page 512 of Official Records.

APN: 13-306-0201





3-13-2020

**EXHIBIT B**

PART OF THE NORTHEAST QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N00°06'21"W 252.43 FEET AND N89°53'28"W 186.22 FEET AND N00°06'21"W 118.51 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE N00°06'21"W 181.62 FEET; THENCE N66°05'54"E 219.38 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 685.53 FEET, AN ARC LENGTH OF 170.07 FEET, A DELTA ANGLE OF 14°12'51", A CHORD BEARING OF S30°57'26"E, AND A CHORD LENGTH OF 169.63 FEET; AND (2) S38°03'51"E 14.66 FEET; THENCE S51°56'09"W 38.22 FEET; THENCE S41°31'16"W 120.61 FEET; THENCE N89°53'07"W 186.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 56,443 SQUARE FEET OR 1.296 ACRES MORE OR LESS.

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ogden@reeve-assoc.com • reeve-assoc.com





3-13-2020

### EXHIBIT C

PART OF THE NORTHEAST QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD (2700 EAST STREET), SAID POINT BEING N45°02'41"E 462.90 FEET AND N44°57'19"W 444.76 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 36 (SAID WEST QUARTER CORNER BEING S45°02'41"W 3732.87 FEET FROM THE NORTH QUARTER CORNER OF SECTION 36); THENCE S66°05'54"W 103.77 FEET; THENCE N23°54'06"W 41.01 FEET; THENCE N66°05'54"E 105.04 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD (2700 EAST STREET); THENCE ALONG SAID WESTERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 685.53 FEET, AN ARC LENGTH OF 41.04 FEET, A DELTA ANGLE OF 03°25'48", A CHORD BEARING OF S22°08'06"E, AND A CHORD LENGTH OF 41.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 4274 SQUARE FEET OR 0.098 ACRES MORE OR LESS.

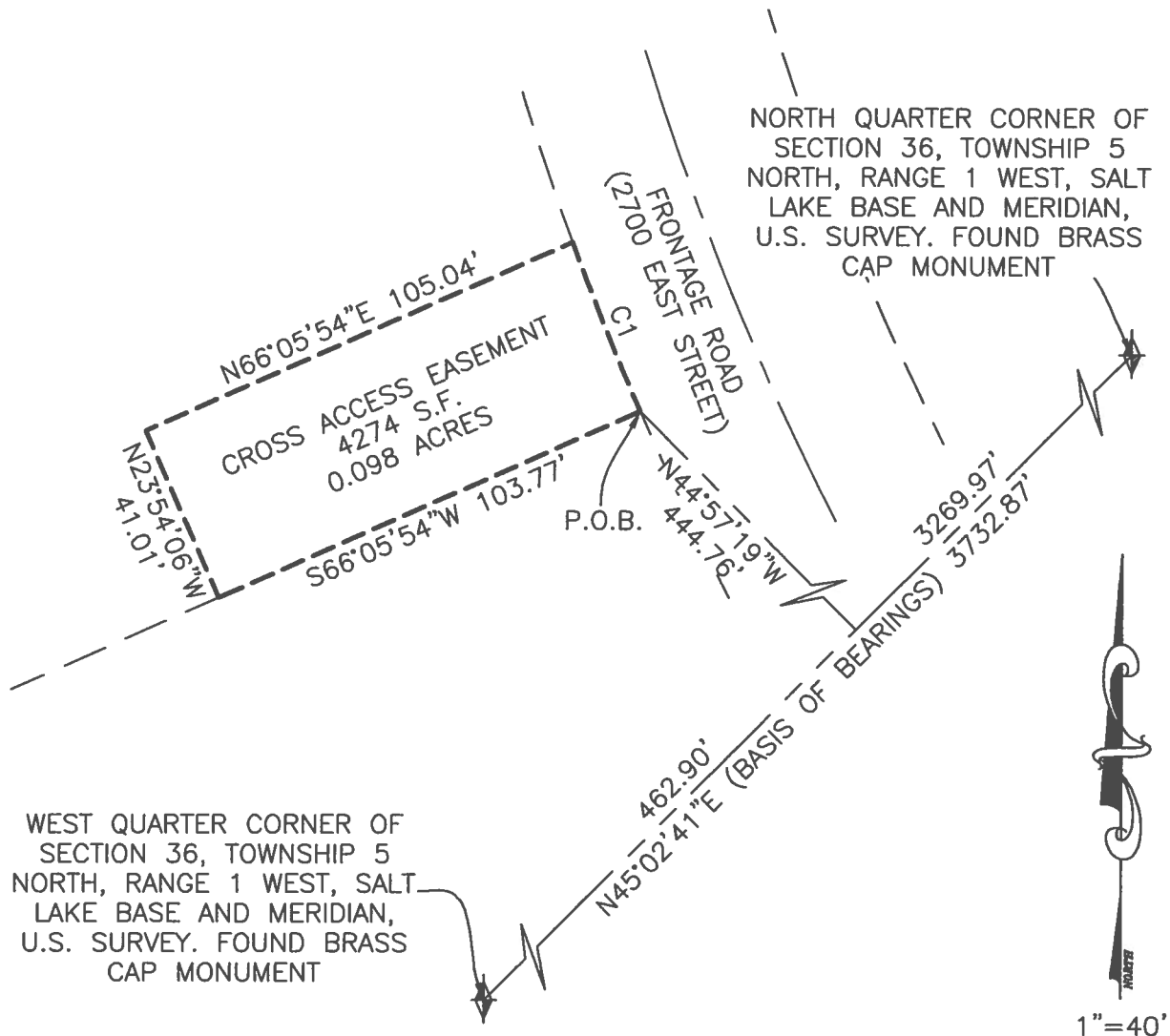
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# Illustration of Exhibit C

TO ACCOMPANY CROSS ACCESS EASEMENT LEGAL DESCRIPTION  
SOUTH WEBER, UTAH



#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	685.53'	41.04'	41.03'	20.52'	S22°08'06"E	3°25'48"



**Reeve  
& Associates, Inc.**

5160 S 1500 W, RIVERDALE, UTAH 84405  
TEL: (801) 621-3100 FAX: (801) 621-2666 [www.reeve-assoc.com](http://www.reeve-assoc.com)  
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS  
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

## Project Info.

Designer: N. ANDERSON  
Date: 3-13-2020  
Name: CROSS ACCESS  
Number: 6195-06  
Scale: 1"=40'



## **EXHIBIT D**

### **(Use Restriction)**

Commencing on the date of recordation of this Agreement with the Office of the Davis County Recorder, and for a period of fifty (50) years thereafter, neither the Grantee's Property nor any portion thereof shall be used for any of the following purposes:

Operating a fuel sales facility, convenience store, or other business engaging in the sale of gasoline, coffee, or groceries. In addition, and not by way of example, the following convenience stores operating under the listed trade names, are prohibited upon the Grantee's Property, or any portion thereof, for the time period specified herein: Tesoro, Chevron, Arco, Flying J, Circle K, Amoco, Phillips, Sinclair, 7-11, Exxon, Texaco, and Top Stop.

Operating a shop or store that sells smoking or vaping products or equipment, including but not limited to hemp, marijuana, and/or cannabidiol oil products or equipment

Operating a shop or store that sells alcohol and/or liquor products or equipment.

Operating a restaurant or any other business engaged in the retail sale of food and/or beverages, ready for consumption, either on or off the Grantee's Property. In addition, and not by way of example, the following restaurants and prepared food businesses, operating under the listed trade names, are prohibited upon the Grantee's Property, or any portion thereof, for the time period specified herein: Subway, Blimpies, Quiznos, McDonald's, Burger King, Wendy's Old Fashioned Hamburgers, Pizza Hut, Taco Bell, Taco Time, La Salsa, Arby's, Carl's Jr., Dairy Queen, or Kentucky Fried Chicken.









# OPTION 4

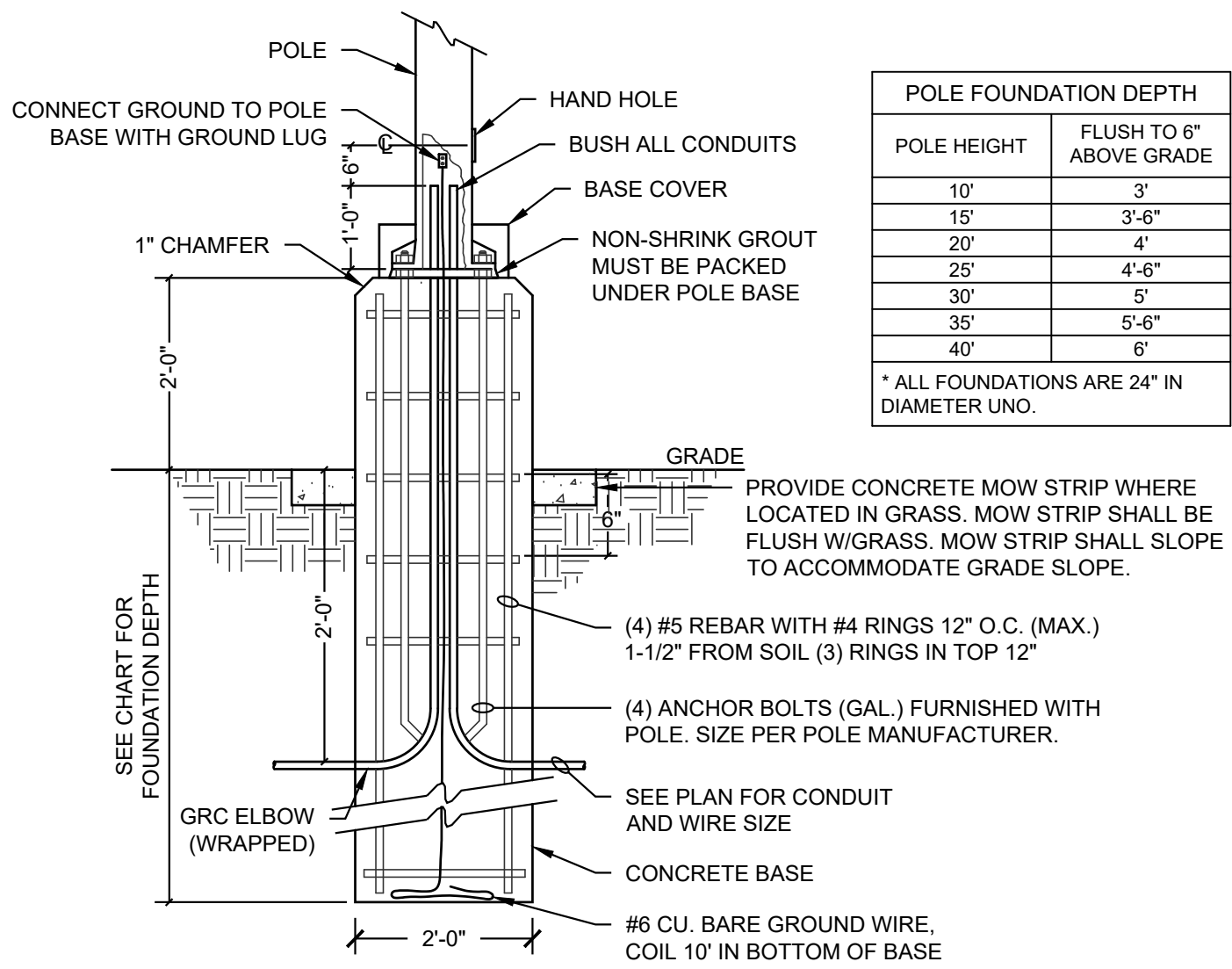






Schedule																	
Symbol	Label	Image	QTY	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens per Lamp	Lumen Multiplier	LLF	Wattage	Efficiency	Distribution	Polar Plot	Notes
	A		6	Lithonia Lighting	DSXW1 LED 10C 1000 40K T3M MVOLT	DSXW1 LED WITH (1) 10 LED LIGHT ENGINES, TYPE T3M OPTIC, 4000K, @ 1000mA.	LED	1	DSXW1_LED_10C_1000_40K_T3M_MVOLT.ies	3873	1	1	38.8	100%	TYPE IV, MEDIUM, BUG RATING: B1 - U0 - G1		
	B		2	Lithonia Lighting	DSX1 LED P1 40K T4M MVOLT HS	DSX1 LED P1 40K T4M MVOLT with houseside shield	LED	1	DSX1_LED_P1_40K_T4M_MVOLT_HS.ies	5290	1	1	54	100%	TYPE III, SHORT, BUG RATING: B1 - U0 - G2		

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #2	+	0.7 fc	3.9 fc	0.0 fc	N/A	N/A
Property Line	+	0.1 fc	0.8 fc	0.0 fc	N/A	N/A



2

LIGHT POLE BASE DETAIL

ES100

NO SCALE



REVISIONS

SHEET TITLE

PHOTOMETRIC PLAN

PROJECT/OWNER

SOUTH WEBER  
CAR WASH  
7800 SOUTH AND 2700 EAST APPX.  
SOUTH WEBER CITY  
SCOTT MORTENSEN

ARCHITECT

NICHOLS • NAYLOR  
A R C H I T E C T S  
1155 EAST WILMINGTON AVENUE SUITE 250  
SALT LAKE CITY, UTAH 84106 (801) 487-3330




DATE




22 JANUARY 2020

SHEET NUMBER

ES.2



## D-Series Size 1 LED Wall Luminaire



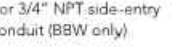
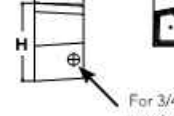
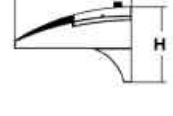
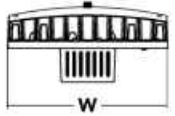
**d-series**

### Specifications Luminaire

<b>Width:</b>	13 3/4" (34.9 cm)	<b>Weight:</b>	12 lbs (5.4 kg)
<b>Depth:</b>	10" (25.4 cm)		
<b>Height:</b>	6 3/8" (16.2 cm)		

### Back Box (BBW, ELCW)

<b>Width:</b>	13 3/4" (34.9 cm)	<b>BBW Weight:</b>	5 lbs (2.3 kg)
<b>Depth:</b>	4" (10.2 cm)	<b>ELCW Weight:</b>	10 lbs (4.5 kg)
<b>Height:</b>	6 3/8" (16.2 cm)		



### Ordering Information

**EXAMPLE:** D5XW1 LED 20C 1000 40K T3M MVOLT DDBTXD

Series	LEDs	Drive Current	Color temperature	Distribution	Voltage	Mounting	Control Options
D5XW1 LED	10C 10 LEDs (one engine)	350 350 mA	30K 3000 K	T2S Type II Short	MVOLT <sup>2</sup> 120 <sup>1</sup>	<b>Shipped included</b> (blank) Surface mounting bracket <b>BBW</b> Surface-mounted back box (for conduit entry) <sup>11</sup>	<b>Shipped installed</b> <b>PE</b> Photoelectric cell, button type <sup>3</sup> <b>DAG</b> 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately) <b>PIR</b> 180° motion/ambient light sensor, <15 mrg ht. <sup>11</sup> <b>PIRH</b> 180° motion/ambient light sensor, 15-30 mrg ht. <sup>11</sup> <b>PIR1FC3V</b> Motion/ambient sensor, 6-15' mounting height, ambient sensor enabled at 16. <sup>11</sup> <b>PIR1FC3V ELCW</b> Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 16. <sup>11</sup> Emergency battery backup (includes external component enclosure), CA Title 20 Noncompliant <sup>12</sup>
	530 530 mA	40K 4000 K	T2M Type II Medium	240 <sup>1</sup>			
	700 700 mA	500K 5000 K	T3S Type III Short	208 <sup>1</sup>			
	1000 1000 mA (1 A) <sup>1</sup>	AMBPC Amber phosphor converted	T3M Type III Medium	240 <sup>1</sup>			
				T4M Type IV Medium	277 <sup>1</sup>		
				TTM Forward Throw Medium	347 <sup>1*</sup> 480 <sup>1*</sup>		

Order Options	Finish <i>Pre-paint</i>		
<b>Shipped installed</b>			
<b>SF</b> Single fuse (120, 277 or 347V) <sup>16</sup>	<b>DOBK</b> Dark bronze	<b>DSKD</b> Sandstone	<b>DWHKD</b> Textured white
<b>DF</b> Double fuse (208, 240 or 480V) <sup>16</sup>	<b>BSW</b> Black-dimensions plies	<b>DBTKD</b> Black	<b>DSBKD</b> Textured dark bronze
<b>HS</b> House-side shield <sup>11</sup>	<b>VG</b> Vandal guard	<b>DNAK</b> Natural aluminum	<b>DBBKD</b> Textured black
<b>SPD</b> Separate surge protection <sup>11</sup>	<b>DOL</b> Diffused drop lens	<b>DWHK</b> White	<b>DNAKX</b> Textured natural aluminum


### Accessories

*Obtain and install separately.*

D5WHK1S House-side shield (see per light engine)	D5WSDW1S Best-dimension splices	D5WHK1S1S Vandal guard assembly
--	---------------------------------	---------------------------------

### NOTES

- 20C, 1000 is not available with PIR, PIRH, PIR1FC3V or PIRH1FC3V.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
- Single-fuse SPD requires 120, 277 or 347 voltage option. Double-fuse SPD requires 208, 240 or 480 voltage option.
- Only available with 20C, 700mA or 1000mA. Not available with PIR or PIRH.
- Back box ships installed or future. Cannot be field-installed. Cannot be ordered as an accessory.
- Photocontrol (PE) requires 120, 208, 240, 277 or 347 voltage option. Not available with motion/ambient light sensors (PIR or PIRH).
- Reference Motion Sensor table on page 3.
- Cold-weather (SDC) rated. Not compatible with conduit entry applications. Not available with BBW mounting option. Not available with fusing. Not available with 347 or 480 voltage options. Emergency components located in back box housing. Emergency mode ES files located on product page at [www.lithonia.com](https://www.lithonia.com).
- Not available with SPD.
- Not available with ELCW.
- Also available as a separate accessory; see Accessories information.
- Not available with ELCW.



COMMERCIAL OUTDOOR

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D5XW1-LED  
Rev. 2/05/20





March 1, 2020

*Project: South Weber Business Park and Morty's Car Wash*

*Subject: Decibel and Audible Readings – City Request*

Per the request of South Weber City Planning Commission and City Council, Supreme Car Wash Specialists and Distributors have completed a decibel/sound analysis. The analysis below shows the decibel levels per manufacturer specifications (first set of tables) and actual readings of nearly identical car wash (second set of tables) in order to communicate decibel levels of equipment, specifically car wash air dryers and vacuums.

3 Motor Vac – Large Dome													
Sealed Attachment	Distance from Vac in Feet												
	10	20	30	40	50	60	70	80	90	100	110	120	130
Sound Level (dB)	85.9	79.9	76.3	73.8	71.9	70.3	69.0	67.8	66.8	65.9	65.1	64.3	63.6

\*All calculations based on data obtained from testing on standard 9200, 9210, 9213 vac models with metal domes to assume worst case scenario

\*\*Calculations assume an open field construction on a reflective surface (i.e. concrete). Nearby reflective surfaces such as walls may affect actual sound levels

\*\*\*Data is to be used as an approximation only. Actual sound levels may vary based on environmental and site-related conditions

Premier Dryers – Decibel Readings/Levels						
Distance from Bay in Feet	10	20	30	40	50	60
30 hp Exit Door Closed	76	72	70	66	66	64
30 hp Exit Door Open	89	87	82	78	78	75
60 hp Exit Door Open	95	89	84	79	78	76

\*Decibel levels may drop 4-5 DBA's or more with full cover surrounds or silencer cones

\*\*Readings may vary, reading were concluded with Premier plastic housings

These decibel readings fall within permitted parameters. As stated in the fine print above, these levels are at worse case scenarios, open field, and hard surfaces. Additional items to consider that would consistently (and in some cases, dramatically) decrease decibel levels include, but are not limited to:

- Decibel readings of air dryers above are calculated based on dryers in open air, the dryers planned for Morty's Car Wash are designed to be located within the walls of the car wash bays. Sound will be dissipated through absorption and dampening off of interior equipment, materials and surfaces walls
- Ambient noise of proximate roads, highways, vehicles and trucks, gas stations, and other sources greatly dissipates or mask noise from vacuums and air dryers.
- Current and future structures, landscaping, and other sound barriers located in all directions.
  - The current undeveloped land to the South of the proposed Morty's Car Wash has varied terrain, many trees, shrubs, grasses, and other soft material (even soil) that helps to dissipate and absorb sound as it travels.



- As we have reviewed potential future plans to the south of the proposed Morty's Car Wash we have identified key features such as landscaping, fencing, commercial/industrial or residential buildings, and other soft materials that would all help to dissipate and deflect sound travel.

Additionally, a decibel study at car wash with nearly identical air dryer and vacuum systems was done and actual decibel outputs were at the following levels:

It should be noted that the ambient noise at this location, from road, vehicle and background noise was weighted at 60.9 and was much higher at given times depending on passing vehicle noise.

3 Motor Vac – Large Dome							
Sealed Attachment	Distance from Vac in Feet						
	10	20	30	40	50	60	70
Sound Level (dB)	80	77	69	68	64	57	Beyond this point it was the same as ambient level

Actual Dryer Readings in Local Wash – Decibel Readings/Levels						
Distance from Bay in Feet	10	20	30	40	50	60
5-10 hp Exit Door Closed	78	71	70	64	63	62
5-10 hp Exit Door Open	88	85	82	81	80	74

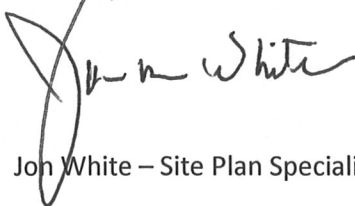
The car wash readings from above location are approximately the same distance from an adjacent Maverik, other businesses, and across the street from a Pre-school. Other similar car washes that are as close to similar situations, in addition to homes and have been accepted by all parties.

Additional common sounds and their associated decibel levels include:

- Busy street traffic – 70 dB
- Rustling leaves – 10 dB
- Military jet takeoff – 140 dB
- Large Orchestra – 98 dB

Should you have additional questions or need further assistance please do not hesitate to reach out to us directly.

Sincerely,



Jon White – Site Plan Specialist and Evaluation

Supreme West Car Wash Specialists and Distributors



When Recorded, Mail To:  
Maverik, Inc.  
Attn.: Real Estate Department  
185 S. State Street, Suite 1300  
Salt Lake City, Utah 84111

Tax Parcel No. 13-306-0201 and 13-034-0065

(Space above for Recorder's use only)

**ACCESS EASEMENT AGREEMENT  
AND USE RESTRICTION**

THIS ACCESS EASEMENT AGREEMENT AND USE RESTRICTION (this "**Agreement**") is entered into to be effective this 16th day of March, 2020, by and between MAVERIK, INC., a Utah corporation ("**Grantor**"), and Murray Family Investments, LLC, a Utah Limited Liability Company ("**Grantee**"). Grantor and Grantee are sometimes referred to individually as a "**Party**," and collectively as the "**Parties**."

**RECITALS**

A. Grantor owns certain real property located in Davis County, Utah (the "**Grantor's Property**"). The Grantor's Property is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Grantee owns certain real property located adjacent to the Grantor's Property (the "**Grantee's Property**"). The Grantee's Property is more particularly described on Exhibit B, attached hereto and incorporated herein by this reference.

C. Grantee desires to obtain a non-exclusive access easement (the "**Easement**") on, over, and across a portion of the Grantor's Property (the "**Easement Area**"). The Easement Area is identified more particularly described on Exhibit C and depicted on the Illustration of Exhibit C, both attached hereto and incorporated herein by this reference.

D. Grantor is willing to convey the Easement to Grantee, subject to the terms and conditions set forth herein.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. Grant of Easement. Grantor hereby conveys, without warranty, to Grantee, for the benefit of the Grantee's Property only, a non-exclusive easement on, over, and across the Easement Area for the sole purpose of vehicular and pedestrian ingress and egress to and from the Grantee's Property.



2. Use Restriction. Grantee agrees and acknowledges that the Grantee's Property shall be subject to those certain use restrictions set forth on Exhibit D attached hereto and by this reference made a part hereof.

3. Access. Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "**Grantee's Agents**") will have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee's Agents will enter upon the Easement Area at their sole risk and hazard. Grantee and its successors and assigns, hereby release Grantor from any claims relating to the condition of the Easement Area, Grantor's Property and the entry upon the Easement Area and Grantor's Property by Grantee and Grantee's Agents.

4. Reservation by Grantor. Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the above, Grantor reserves the right to require the relocation of the Easement Area at any time at Grantor's cost and expense, so long as the relocation provides Grantee with similar access to the Grantee's Property.

5. Condition of the Easement Area. Grantee accepts the Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "with all faults," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition, and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement Area is granted to Grantee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Easement Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to its use and improvement of the Easement Area.

6. Maintenance. Grantor shall have no obligation or responsibility whatsoever to maintain or repair the Easement Area. If the Easement Area or any other portion of the Grantor's Property is damaged by Grantee or Grantee's Agents, Grantee shall, at its sole cost and expense, promptly repair any such damage and restore the Easement Area to the same or better condition that existed before such damage. Grantee shall be responsible for any loss, damage, or injury to the Easement Area and the Grantor's Property caused by Grantee or Grantee's Agents' acts, omissions, or negligence in making, or failing to make, any maintenance or repairs required to be made by Grantee.

Notwithstanding the foregoing, should Grantor incur any cost or expenses in connection with the maintenance, repair, or upkeep of the Easement Area, Grantor shall be entitled to reimbursement from Grantee for fifty percent (50%) of the costs and expenses incurred. Grantee's failure to reimburse Grantor within thirty (30) days of delivery by Grantor to Grantee



of an invoice for Grantee's share of the costs and expenses incurred by Grantor shall result in Grantee being in default hereunder and Grantor being entitled to exercise the remedies set forth herein.

7. Indemnification. Grantee shall at Grantee's sole expense and with counsel reasonably acceptable to Grantor, indemnify, defend and hold harmless Grantor from and against all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action, assessments, fines and penalties of any kind including court costs and attorneys' fees actually incurred from any cause other than Grantor's gross negligence or willful misconduct, arising out of or relating directly or indirectly to this Agreement. This indemnification extends to and includes claims for: (i) the acts and omissions of the Grantee or Grantee's Agents; or (ii) the use of the Easement Area or the exercise of its/their rights under this Agreement by the Grantee, or Grantee's Agents, or its/their successors or assigns, and its/their agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

8. Insurance. Grantee will ensure that prior to entering onto the Easement Area, Grantee and all of Grantee's Agents and other such parties who assist with the maintenance or use of the Easement Area are covered under the terms of Grantee's insurance policies as set forth below, or that each obtain similar policies which, at a minimum, provides Grantor the same protections.

8.1 Liability Insurance Coverage and Limits. Prior to commencing use of the Easement Area, Grantee and Grantee's Agents will obtain and maintain a policy of commercial general liability insurance insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Easement Area and the ways immediately adjoining the Easement Area, with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property damage liability) of not less than Two Million Dollars (\$2,000,000.00). Grantor will be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent.

8.2 Automobile Insurance. Grantee must agree to maintain and keep in force, during the term hereof, Automobile Liability Insurance with a minimum limit of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

9. Notices. Any notice required or desired to be given under this Agreement shall be considered given either: (i) when delivered in person to the recipient named below, or (ii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the following addresses:

If to Grantor:	Maverik, Inc.
	Attn: Real Estate Department
	185 S. State Street, Suite 800
	Salt Lake City, UT 84111



With a copy to:       Maverik, Inc.  
                              Attn: Legal Department  
                              185 S. State Street, Suite 800  
                              Salt Lake City, UT 84111

If to Grantee:         Murray Family Investments, LLC  
                              Attn: Dan L Murray  
                              1451 North June Drive  
                              Farmington, Utah 84025

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

10.       Default by Grantee. If: (i) Grantee has defaulted on its obligations stated herein; (ii) Grantor has provided Grantee written notice of Grantee's default; and (iii) thirty (30) days have expired since Grantee received written notice from Grantor regarding Grantee's default and Grantee has failed to cure its default within the thirty (30) day period, Grantor, at its sole and exclusive option, may: (a) pursue any remedy available at law or in equity; (b) pursue the remedy of specific performance or injunction; (c) seek declaratory relief; (d) pursue an action for damages for loss; and/or (e) terminate this Agreement and the Easement.

11.       Miscellaneous.

11.1.   Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the Easement shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

11.2.   Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement or if a Party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing Party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing Party. For purposes of this Section 10.2, the term "prevailing party" shall, in the case of a claimant, be the Party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the Party who is successful in denying substantially all of the relief sought by the claimant.

11.3.   No Third Party Beneficiaries. In assuming and performing the obligations of this Agreement, Grantor and Grantee are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent, or employee of the other. There is no intent by either Party to create or establish third-party beneficiary status or rights in any third-party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a Party hereto, and Grantor and Grantee expressly disclaim any such third-party benefit.



11.4. No Public Use/Dedication. The Grantor's Property is and shall at all times remain the private property of Grantor. The use of the Grantor's Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Grantor's Property beyond the express terms and conditions of this Agreement.

11.5. Counterparts. The Parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same Agreement. Further, the Parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

*[signatures and acknowledgements to follow]*



IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

GRANTOR:

MAVERIK, INC., a Utah corporation

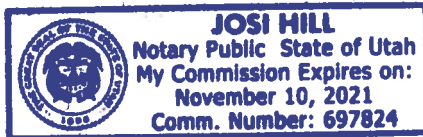
By: 

Name (Print): Chuck Maggeler

Its: President

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

On this 7 day of April, 2020, personally appeared before me Chuck Maggeler, known or satisfactorily proved to me to be the President of Maverik, Inc., a Utah corporation, who acknowledged to me that he signed the foregoing instrument as President for said entity.



  
Notary Public

*[further signatures and acknowledgements to follow]*



GRANTEE:

MURRAY FAMILY INVESTMENTS, LLC

By: *Dan L Murray*

Name (Print): Dan L Murray

Its: Manager

STATE OF UTAH )

: ss

COUNTY OF DAVIS )

On this 16 day of March, 2020, personally appeared before me *Danny Murray*, known or satisfactorily proved to me to be the Manager of Murray Family Investments, LLC, a Utah Limited Liability Company, who acknowledged to me that he signed the foregoing instrument as Manager for said entity.

*Michelle Rhodes*  
Notary Public





**EXHIBIT A**

(Legal Description of the Grantor's Property)

That certain real property located in Davis County, Utah, specifically described as follows:

Lot 201, Highmark Subdivision 1<sup>st</sup> Amendment, according to the official plat thereof on file and of record in the Davis County Recorder's Office recorded April 23, 2015, as Entry No. 2862284, in Book 6252, at Page 512 of Official Records.

APN: 13-306-0201





3-13-2020

**EXHIBIT B**

PART OF THE NORTHEAST QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N00°06'21"W 252.43 FEET AND N89°53'28"W 186.22 FEET AND N00°06'21"W 118.51 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE N00°06'21"W 181.62 FEET; THENCE N66°05'54"E 219.38 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 685.53 FEET, AN ARC LENGTH OF 170.07 FEET, A DELTA ANGLE OF 14°12'51", A CHORD BEARING OF S30°57'26"E, AND A CHORD LENGTH OF 169.63 FEET; AND (2) S38°03'51"E 14.66 FEET; THENCE S51°56'09"W 38.22 FEET; THENCE S41°31'16"W 120.61 FEET; THENCE N89°53'07"W 186.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 56,443 SQUARE FEET OR 1.296 ACRES MORE OR LESS.

**Solutions You Can Build On™**

Civil Engineering • Land Planning • Structural Engineering • Landscape Architecture • Land Surveying • Construction Surveying  
5160 S 1500 W • Riverdale, Utah 84405 • Tel: 801-621-3100 • Fax: 801-621-2666  
ogden@reeve-assoc.com • reeve-assoc.com





3-13-2020

### EXHIBIT C

PART OF THE NORTHEAST QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD (2700 EAST STREET), SAID POINT BEING N45°02'41"E 462.90 FEET AND N44°57'19"W 444.76 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 36 (SAID WEST QUARTER CORNER BEING S45°02'41"W 3732.87 FEET FROM THE NORTH QUARTER CORNER OF SECTION 36); THENCE S66°05'54"W 103.77 FEET; THENCE N23°54'06"W 41.01 FEET; THENCE N66°05'54"E 105.04 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD (2700 EAST STREET); THENCE ALONG SAID WESTERLY RIGHT OF WAY ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 685.53 FEET, AN ARC LENGTH OF 41.04 FEET, A DELTA ANGLE OF 03°25'48", A CHORD BEARING OF S22°08'06"E, AND A CHORD LENGTH OF 41.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 4274 SQUARE FEET OR 0.098 ACRES MORE OR LESS.

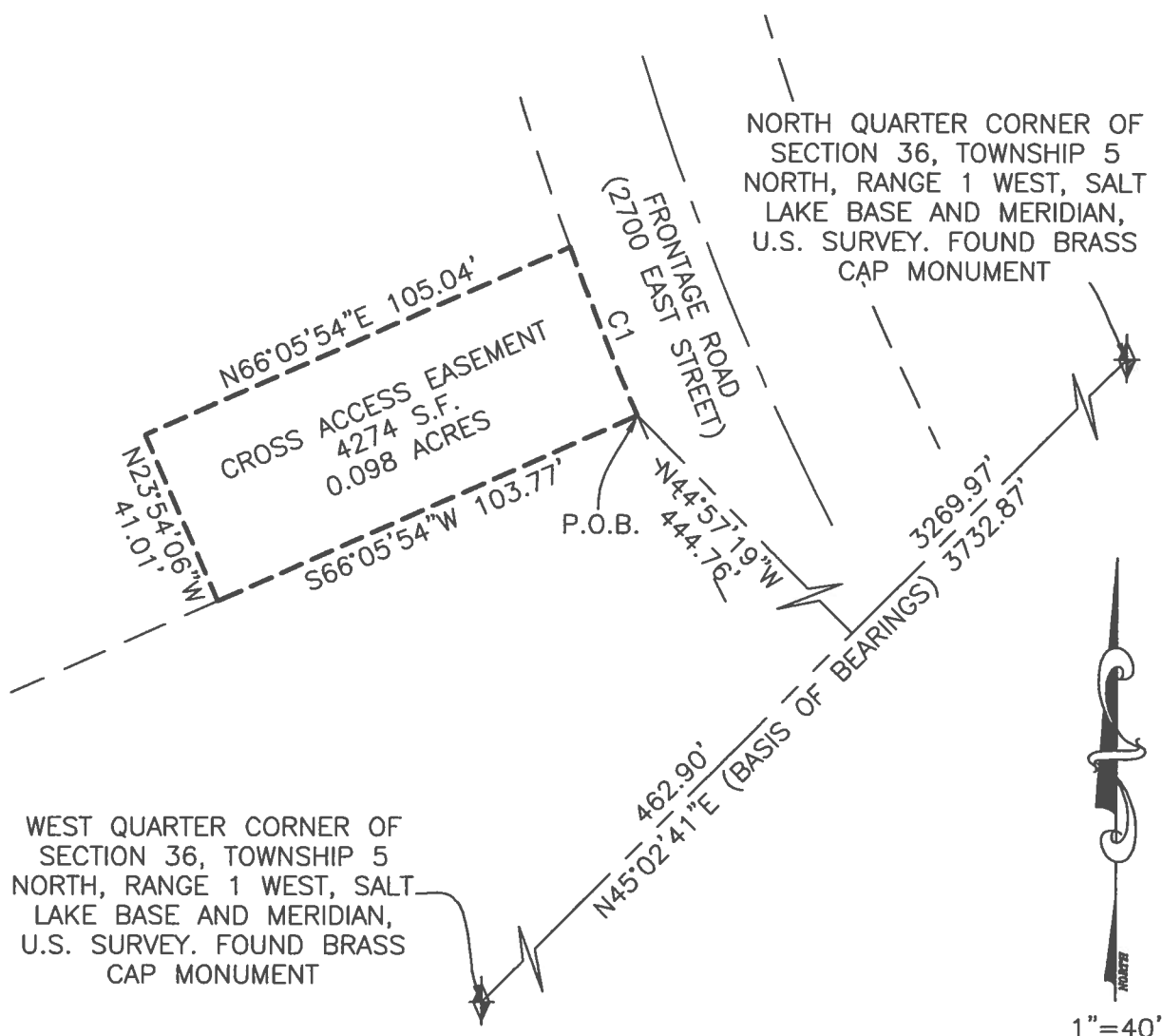
**Solutions You Can Build On™**

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5160 S 1500 W • Riverdale, Utah 84405 • Tel: 801-621-3100 • Fax: 801-621-2666  
ogden@reeve-assoc.com • reeve-assoc.com



# Illustration of Exhibit C

TO ACCOMPANY CROSS ACCESS EASEMENT LEGAL DESCRIPTION  
SOUTH WEBER, UTAH



#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	685.53'	41.04'	41.03'	20.52'	S22°08'06"E	3°25'48"



**Reeve  
& Associates, Inc.**

5160 S 1500 W, RIVERDALE, UTAH 84405  
TEL: (801) 621-3100 FAX: (801) 621-2666 [www.reeve-assoc.com](http://www.reeve-assoc.com)  
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS  
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

## Project Info.

Designer: N. ANDERSON  
Date: 3-13-2020  
Name: CROSS ACCESS  
Number: 6195-06  
Scale: 1"=40'



## **EXHIBIT D**

### **(Use Restriction)**

Commencing on the date of recordation of this Agreement with the Office of the Davis County Recorder, and for a period of fifty (50) years thereafter, neither the Grantee's Property nor any portion thereof shall be used for any of the following purposes:

Operating a fuel sales facility, convenience store, or other business engaging in the sale of gasoline, coffee, or groceries. In addition, and not by way of example, the following convenience stores operating under the listed trade names, are prohibited upon the Grantee's Property, or any portion thereof, for the time period specified herein: Tesoro, Chevron, Arco, Flying J, Circle K, Amoco, Phillips, Sinclair, 7-11, Exxon, Texaco, and Top Stop.

Operating a shop or store that sells smoking or vaping products or equipment, including but not limited to hemp, marijuana, and/or cannabidiol oil products or equipment

Operating a shop or store that sells alcohol and/or liquor products or equipment.

Operating a restaurant or any other business engaged in the retail sale of food and/or beverages, ready for consumption, either on or off the Grantee's Property. In addition, and not by way of example, the following restaurants and prepared food businesses, operating under the listed trade names, are prohibited upon the Grantee's Property, or any portion thereof, for the time period specified herein: Subway, Blimpies, Quiznos, McDonald's, Burger King, Wendy's Old Fashioned Hamburgers, Pizza Hut, Taco Bell, Taco Time, La Salsa, Arby's, Carl's Jr., Dairy Queen, or Kentucky Fried Chicken.





## Central Weber Sewer Improvement District

March 5, 2020

South Weber City  
1600 E. South Weber Dr.  
South Weber, UT 84405

SUBJECT: Scott Mortensen Car Wash  
Sanitary Sewer Will Serve Letter &  
Additional Comments

We have been asked to provide a Will Serve Letter for the new Car Wash Facility in South Weber City as proposed by Scott Mortensen. Central Weber Sewer Improvement District can treat the sanitary sewer from this proposed development and offers the following comments.

1. Central Weber does have the capacity to treat the sanitary sewer flow from this proposed development.
2. Central Weber's sanitary sewer trunkline does have the capacity to handle the flow from the carwash. However, Central Weber does not have any information concerning the capacity of the sanitary sewer lines that belong to South Weber City.
3. Central Weber is not aware of the proposed location for the car wash. Most of the sanitary sewer collection system lines in the City are owned by South Weber City. Permission to connect to any South Weber City Sanitary Sewer line must be obtained from the City.
4. As per the current agreement between South Weber City and Central Weber the City and all developments and connections must adhere to the Central Weber Wastewater Control Rules and Regulations.
5. Details of any connection and/or manhole construction being made directly to Central Weber's main line will need to be submitted to Central Weber and approved prior to construction and the connection being made.
6. Any connection to Central Weber's line 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.



South Weber City  
March 5, 2020  
Page -2-

7. 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 are proposed as a part of this development.
8. 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.*

9. The Central Weber Sanitary Sewer Impact Fee for each lot will need to be paid to South Weber City at the time of issuance of a Building Permit. The current Central Weber Impact fee is \$2,395 per equivalent residential unit (ERU).
10. Plans and equipment specifications showing water usage and discharge must be submitted in order to calculate the sanitary sewer impact fee prior to any connection being made to any sanitary sewer line.

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

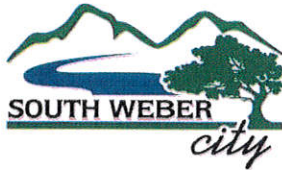
Sincerely,



Lance L Wood, P. E.  
General Manager

cc: scottm3management@gmail.com





## CONDITONAL USE INFORMATION

(For full Ordinance See City Ordinance 10.07)

**PROCEDURE:** Any person seeking a conditional use permit shall apply to the Planning Commission no later than 3 weeks prior to the meeting. The City will send written notice of the application to the residents and/or property owners within 300 feet of the applicant's property.

**EFFECT ON PRIVATE COVENANTS AND AGREEMENTS:** Title 10, Zoning Regulations, of the South Weber City ordinances shall not nullify the more restrictive provisions of private covenants and agreements entered into between private persons but shall prevail notwithstanding such provisions which are less restricted. Enforcement of private covenants and agreements affects only the parties in interest and the responsibility therefore may not be assumed by the City or its agents.

**APPEAL:** In the event of disapproval or objection to any condition or limitation requirement made by the Planning Commission as set forth in subsection 10.07.040, appeal may be made in writing, addressed to the Appeal Authority and shall set forth specifically the matter objected to, and must be filed within ten (10) days from the date wherein the Planning Commission rendered its decision.

**SUBSEQUENT PERMITS/LICENSES:** Following the issuance of a conditional use permit, the zoning administrator shall ensure all applicable building permits and/or business licenses applications are provided and once received will ensure that the development is undertaken in compliance with both said permits/licenses and conditions set forth during final approval of the Conditional Use Permit. If the nature of the conditional use is such that it requires a City business license, a City business license shall be maintained and renewed as required by Title 3. Any business license expires and is not renewed within one year of its expiration shall be deemed to be abandoned, the conditional use permit shall expire, and the business shall cease operations if it has not already done so.

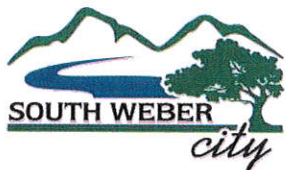
**EXPIRATION:** The application shall expire six (6) months from the date of initial application. Upon expiration, the applicant shall be required to reapply and pay all associated fees.

The conditional use permit shall expire if

1. The uses and conditions prescribed in the conditional use permit are **not** implemented within a maximum period of one year from its issuance; or
2. If a required City business license has **not** been obtained within one year from the date of conditional use permit issuance.

The original approving body may grant a maximum extension of six (6) months under extenuating circumstances out of the control of the applicant.





**APPLICATION PROCESS:** Please submit all requested items and answer all questions as completely as possible, omissions may delay processing. If there are any questions, contact the City Office at (801) 479-3177.

- ☐ Application with fee (See current City Fee Schedule)
- ☐ Site plan, if applicable
- ☐ Copy of the recorded plat showing subject property (clearly marked) and all properties within 300 feet (front, back and sides). This information is available at the Davis County Recorder's Office.
- ☐ One set of labels with names and mailing addresses of all property owners within 300 feet of the outer boundary of subject property. Including "Or current resident" is recommended. Names are available at Davis County Assessor's Office. Allow 2 days for processing. The Assessor can also provide the labels for an additional fee.
- ☐ A list of the above names and addresses.
- ☐ A copy of the fire inspection showing approval. Contact the Fire Marshal to schedule an appointment, 801-540-7094.

## Conditional Use Application

CU\_\_\_\_\_

Property Owner: DAN L MURRAY Phone: 801-910-7102

Full Mailing Address: 1907 N. 400 W., CENTERVILLE, UT 84014

Property Address: South of 2577 E. South Weber Dr. (south of the MAVERIK) Email: DAN.MURRAY@MURRAYFAMILYINVESTMENTS.COM

Proposed Use: CAR WASH (Lot 1) Parcel Number(s): 13-034-0065

Total Acres: 1.2 (total of 4.2) Current Zone: C-H If Rezoning, to what zone: C

Bordering Zones: C-H Surrounding Land Uses: MAVERIK gas station, undeveloped, school

Business Name (if applicable): MORTY'S CAR WASH, LLC

Anticipated # of Employees: 2 Anticipated # of Customers (Daily): 200

Available Parking Spaces: 27 Hours of Operation 24-7 (SELF SERVE + AUTO.)

# Residential Units (if applicable): NA #of Dogs (Kennels Only): NA

Hours of Operation: 24-7 - all hours of the day



### APPLICANT'S AFFIDAVIT

State of Utah )  
County of Weber )

I, SCOTT MORTENSEN (future owner), the sole owner or Authorized Agent of the Owner of the property involved in this application, swear the statements and answers contained herein, in the attached plans, and other exhibits, and that the statements and information above referred to are in all respects true and correct to the best of my knowledge and belief.

I do also hereby give permission to South Weber City to place a city "public notice" sign on the property contained in this application for public notification of the conditional use application and to enter the property to conduct any inspections related to this application.

Date 1/22/2020 Owner or Agent's Signature Scott Mortensen

Subscribed and sworn to before me on 1/22/2020

Notary Public [Signature]



If someone will be acting on behalf of the owner, fill out the information below.

### AGENT AUTHORIZATION

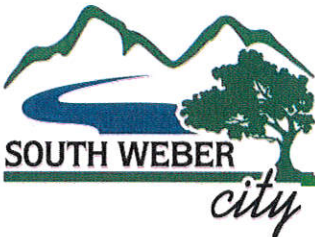
State of Utah )  
County of \_\_\_\_\_ )

I, \_\_\_\_\_, the sole owner(s) of the real property in this application, hereby appoint \_\_\_\_\_ as my agent with regard to this application and authorize said agent to appear on my behalf before any city commission, board or council considering this application.

Date \_\_\_\_\_ Owner's Signature \_\_\_\_\_

Subscribed and sworn to before me on \_\_\_\_\_

Notary Public \_\_\_\_\_



1600 E. South Weber Drive  
South Weber, UT 84405

[www.southwebercity.com](http://www.southwebercity.com)

801-479-3177  
FAX 801-479-0066



**Public Notice Authorization:** I do hereby give permission to South Weber City to place a public notice sign on the property contained herein for the purpose of citizen notification of this proposed change in zoning.

**Affidavit:** I also, being duly sworn, depose and state that I am the owner or agent of the owner of the property cited and that the statements and answers contained herein, along with any attachments are true and correct to the best of my knowledge and belief.

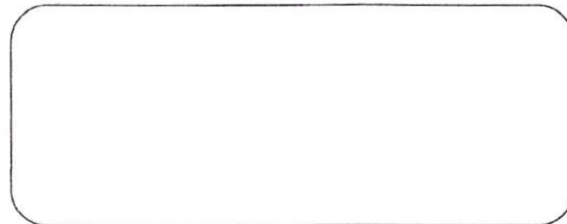
Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of Utah, County of Davis

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

Printed Name \_\_\_\_\_

Notary Signature \_\_\_\_\_



Seal

**Agent Authorization** (To be filled out by owner, if allowing an agent to act on his/her behalf.)

As the owner of the real property referenced in this document, I do hereby appoint

Scott Mortensen as my agent to represent me regarding this application and to appear on my behalf before any city boards considering this application.

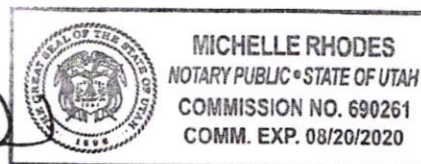
Property Owner's Signature: [Signature] Date: Jan 28, 2020

State of Utah, County of Davis

Subscribed and sworn to before me on this 28 day of Jan, 2020

Printed Name Michelle Rhodes

Notary Signature [Signature]



Seal