

## **SOUTH WEBER CITY PLANNING COMMISSION AGENDA**

**PUBLIC NOTICE** is hereby given that the **Planning Commission of SOUTH WEBER CITY**, Utah, will meet in a **REGULAR** public meeting on **Thursday, February 13, 2020** at the **South Weber City Council Chambers, 1600 East South Weber Drive**, commencing at **6:00 p.m.**

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### **THE AGENDA FOR THE REGULAR MEETING IS AS FOLLOWS:**

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

1. Welcome, Pledge of Allegiance—Commissioner Walton
2. Recognition of Outgoing Planning Commissioner Debi Pitts
3. Appointment of Chair and Vice Chair
4. Public Comment: Please respectfully follow these guidelines
  - a. Individuals may speak once for 3 minutes or less
  - b. State you name and address
  - c. Direct comments to the entire Commission
  - d. Do not make comments from the audience
  - e. Note: Planning Commission will not respond during the public comment period
5. Approval of Consent Agenda
  - a. 2019-11-14 Minutes
  - b. 2019-11-20 Minutes
6. **Public Hearing on:**
  - a. **Combined Preliminary/Final Approval on South Weber Commercial Subdivision 1<sup>st</sup> Amendment (for Alpha Coffee)**
  - b. **South Weber Transitional Subdivision Plat (3 Lots)**
  - c. **Rezone, Conditional Use, and Preliminary Site & Improvement Plans for South Weber Transitional Subdivision Lot 1 (Car Wash)**
  - d. **Rezone and Preliminary Site, Condominium Plat & Improvement Plans for South Weber Transitional Subdivision Lot 2 (South Weber Business Park)**
  - e. **Rezone and Preliminary Site, Condominium Plat & Improvement Plans for South Weber Transitional Subdivision Lot 3 (South Weber Townhomes)**
7. **Combined Preliminary/Final Site & Improvement Plans:** South Weber Commercial Subdivision 1st Amendment (for Alpha Coffee) at approx. 2562 E South Weber Drive on Parcel (13-034-0044). Applicant Dan Murray
8. **Preliminary Subdivision Plat:** South Weber Transitional Subdivision (3 Lots) approx. 4.2 acres zoned CH located at approx. 7700 S 2700 E on Parcel (13-034-0065). Applicant Dan Murray
9. **Rezone:** South Weber Transitional Subdivision Lot 1 (approx. 1.2 acres) from CH to C for Car Wash. Applicant Scott Mortensen
10. **Rezone:** South Weber Transitional Subdivision Lot 2 (approx. 1 acre) from CH to LI for 12 Owner Occupied Office/Warehouse Units (Flex Space). Applicant Mike Ford
11. **Rezone:** South Weber Transition Subdivision Lot 3 (approx. 2 acres) from CH & A to R-7 (Residential Multi-Family) for 14 Owner Occupied Townhomes. Applicant Mike Ford
12. **Preliminary Site & Improvement Plans, and Conditional Use Permit:** South Weber Transitional Subdivision Lot 1. Applicant Scott Mortensen
13. **Preliminary Site, Condominium Plat & Improvement Plans:** South Weber Transitional Subdivision Lot 2 (South Weber Business Park). Applicant Mike Ford
14. **Preliminary Site, Condominium Plat & Improvement Plans:** South Weber Transitional Subdivision Lot 3 (South Weber Townhomes). Applicant Mike Ford
15. Planning Commissioner Comments (Boatright, Grubb, Johnson, Osborne, Walton)
16. Adjourn

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THE UNDERSIGNED DEVELOPMENT COORDINATOR FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED, EMAILED OR POSTED TO THOSE LISTED ON THE AGENDA ALONG WITH THE FOLLOWING:

City Office Building

www.southwebercity.com

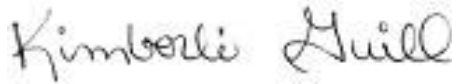
Family Activity Center

Utah Public Notice website  
([www.utah.gov/pmn](http://www.utah.gov/pmn))

South Weber Elementary

Each Member of The Planning Commission

DATE 2/06/2020



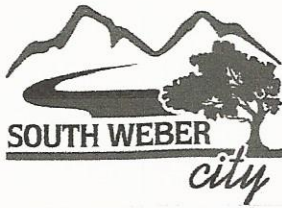
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KIMBERLI GUILL, DEVELOPMENT COORDINATOR

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, INDIVIDUALS NEEDING SPECIAL ACCOMMODATIONS DURING THIS MEETING SHOULD NOTIFY KIMBERLI GUILL, 1600 EAST SOUTH WEBER DRIVE, SOUTH WEBER, UTAH 84405 (801-479-3177) AT LEAST TWO DAYS PRIOR TO THE MEETING.

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1600 E. South Weber Drive  
South Weber, UT 84405

www.southwebercity.com

801-479-3177  
FAX 801-479-0066

Approved by PC \_\_\_\_\_  
Approved by CC \_\_\_\_\_

OFFICE USE ONLY

	1-10 lots	11 + lots	Amt Pd	Date	Rcpt #	Mtg date
Concept	\$ 200.00	\$ 400.00				
Sketch	\$ 400.00	\$ 700.00				
2nd Sketch	\$ 300.00	\$ 350.00				
Prelim	\$ 600.00	\$ 900.00				
Final	\$ 700.00	\$ 1,100.00				

**SUBDIVISION/LAND USE PROCESS APPLICATION**

Project/Subdivision Name: South Weber Drive Commercial Subdivision 1st  
Approx. Location: (Existing Subdivision 1st Amendment) Amendment  
Parcel Number(s): 13-034-0044 Total Acres: 4.23  
Current Zone: CH If Rezoning, to what zone: \_\_\_\_\_ Bordering Zones: \_\_\_\_\_  
Surrounding Land Uses: Staker Parsons Pit, Maverik, Highmark Charter  
Number of Lots: 3 # of Lots Per Acre: \_\_\_\_\_ PUD: Yes ☐ No ☒

**Developer or Agent**

Name: Dan L. Murray  
Company: Murray Family Holdings  
Address: 1907 No. 400 W.  
City/State/Zip: Centerville, UT 84014  
Phone: (801) 910-7102  
Email: \_\_\_\_\_

**Developer's Engineer**

Name: Scott Argyle  
Company: Entellus  
Address: 1470 S. 600 W  
City/State/Zip: Woods Cross, UT 84010  
Phone: (801) 798-2236  
Email: sargyle@entellus.com  
State License #: 189586

**Property Owner, if not Developer**

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Surveyor, if not Engineer**

Name: Jeremiah Cunningham  
Company: Entellus  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: jcunningham@entellus.com

### Development Signs:

Please note that a building permit is required for all temporary subdivision signs. Signs cannot obstruct clear and free vision and must comply with all City Codes. Failure to comply will result in sign removal.

### Applicant Certification

I swear the statements and answers contained herein, in the attached plans, and other exhibits, thoroughly, to the best of my/our ability, present the argument in behalf of the application requested herewith, and that the statements and information above referred to are in all respects true and correct to the best of my/our knowledge and belief. I also certify that I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me with respect to this application and to appear on my/our behalf before any city commission, board or council considering this application. Should any of the information or representations submitted be incorrect or untrue, I understand that The City of South Weber may rescind any approval or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the South Weber City Land Development Code (SWMC 11) and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. Additionally, I agree to pay all fees associated with this project, as set by the current adopted Consolidated Fee Schedule as well as **any fees associated with any City Consultant (i.e. engineer, attorney)**. The applicant shall also be responsible for all collection fees incurred including a collection fee of up to 40% (pursuant to the provisions of the Utah Code Ann. §12-1-11). I also agree to allow the Staff, Planning Commission, or City Council or appointed agent(s) of the City to enter the subject property to make any necessary inspections thereof.

Applicant's Signature: *Dan Murray*

Date: 12/16/19

State of Utah, County of Davis

Subscribed and sworn to before me on this 16th day of December, 2019

By DAN MURRAY

Notary *[Signature]*



MELISSA STANFORD  
NOTARY PUBLIC • STATE OF UTAH  
COMMISSION NO. 708378  
COMM. EXP. 10/10/2023

Property Owner's Signature: *Dan Murray*

Seal

Date: 12/16/19

State of Utah, County of Davis

Subscribed and sworn to before me on this 16th day of December, 2019

By DAN MURRAY

Notary *[Signature]*



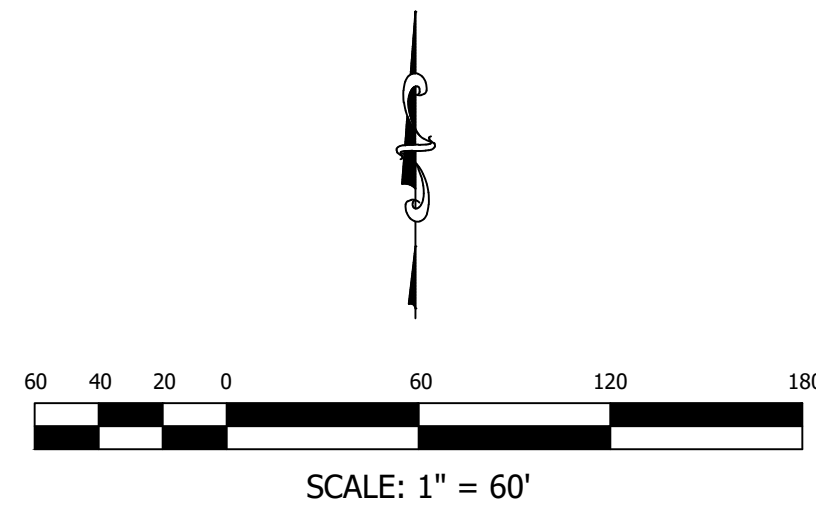
MELISSA STANFORD  
NOTARY PUBLIC • STATE OF UTAH  
COMMISSION NO. 708378  
COMM. EXP. 10/10/2023

Seal



# SOUTH WEBER DRIVE COMMERCIAL SUBDIVISION 1st AMENDMENT

AMENDING ALL OF SOUTH WEBER DRIVE COMMERCIAL SUBDIVISION  
LOCATED IN THE NORTHEAST QUARTER OF SECTION 35, AND THE NORTHWEST QUARTER OF SECTION 36,  
TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN  
SOUTH WEBER CITY, DAVIS COUNTY, UTAH  
DECEMBER 2019



NOTE:  
LOT #3R IS RESTRICTED. NO WATER  
SERVICE HAS BEEN INSTALLED TO SERVE  
THE LOT. THE REQUIRED WATER SERVICE  
WILL NEED TO BE INSTALLED AS A PART  
OF THE BUILDING PERMIT.

STAKER - PARSON COMPANIES

SOUTH WEBER DRIVE (SR-60)

MAVERIK STORE

2700 EAST  
(FRONTAGE ROAD)

NE CORNER, SECTION 35  
T.5N., R.1W., S.L.B.&M.  
NOT FOUND

UTAH SURVEYOR NO. 9182497

## BOUNDARY DESCRIPTION

BEGINNING AT A RIGHT-OF-WAY MONUMENT WHICH IS ON THE NORTH LINE OF SOUTH WEBER DRIVE, SAID POINT BEING NORTH 00°06'21" WEST 961.98 FEET ALONG THE SECTION LINE AND NORTH 90°00'00" WEST 102.84 FEET FROM THE EAST QUARTER CORNER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, AND RUNNING THENCE SOUTH 79°48'01" WEST 117.57 FEET ALONG SAID NORTH LINE TO A 1355.32-FOOT RADIUS CURVE TO THE LEFT; THENCE WESTERLY 272.50 FEET ALONG SAID CURVE AND NORTH LINE THROUGH A CENTRAL ANGLE OF 11°31'12" (CHORD BEARS SOUTH 74°02'25" WEST 272.04 FEET); THENCE SOUTH 68°16'49" WEST 365.12 FEET ALONG SAID NORTH LINE TO A RIGHT-OF-WAY MONUMENT AND A 1269.36-FOOT RADIUS CURVE TO THE RIGHT; THENCE WESTERLY 454.61 FEET ALONG SAID CURVE AND NORTH LINE THROUGH A CENTRAL ANGLE OF 20°31'12", CHORD BEARS SOUTH 78°32'24" WEST 452.18 FEET; THENCE NORTH 00°02'06" WEST 150.04 FEET TO A NON-TANGENT 1119.36-FOOT RADIUS CURVE TO THE LEFT AND A POINT PARALLEL TO AND 150.00 FEET DISTANCE FROM SAID NORTH LINE OF SOUTH WEBER DRIVE; THENCE EASTERLY 397.84 FEET ALONG SAID CURVE AND PARALLEL LINE THROUGH A CENTRAL ANGLE OF 20°21'50", CHORD BEARS NORTH 78°27'43" EAST 395.75 FEET; THENCE NORTH 68°16'49" EAST 365.12 FEET ALONG SAID PARALLEL LINE TO A 1505.32-FOOT RADIUS CURVE TO THE RIGHT; THENCE EASTERLY 302.66 FEET ALONG SAID CURVE AND PARALLEL LINE THROUGH A CENTRAL ANGLE OF 11°31'12" (CHORD BEARS NORTH 74°02'25" EAST 302.15 FEET); THENCE NORTH 79°48'01" EAST 117.36 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 88°03'28" EAST 45.44 FEET TO A RIGHT-OF-WAY MONUMENT AND THE WEST LINE OF A FRONTAGE ROAD AND A NON-TANGENT 324.64-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY 55.48 FEET ALONG SAID CURVE AND WEST LINE THROUGH A CENTRAL ANGLE OF 09°47'33", CHORD BEARS SOUTH 05°18'13" EAST 55.42 FEET; THENCE SOUTH 10°11'59" EAST 49.05 FEET ALONG SAID WEST LINE; THENCE SOUTH 35°23'37" WEST 56.03 FEET TO THE POINT OF BEGINNING. CONTAINS 4.24 ACRES.

## OWNER'S DEDICATION

WE, THE UNDERSIGNED, OWNERS OF THE HEREON-DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS, AS SHOWN ON THIS PLAT, AND NAME SAID TRACT OF LAND SOUTH WEBER DRIVE COMMERCIAL SUBDIVISION 1st AMENDMENT AND HEREBY DEDICATE, GRANT AND CONVEY TO SOUTH WEBER CITY, DAVIS COUNTY, UTAH ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS AND PARCELS, 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.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS SUBDIVISION HAS MET ALL REQUIREMENTS OF SOUTH WEBER CITY ORDINANCES

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

DAN L. MURRAY, MANAGER  
MURRAY FAMILY HOLDINGS, L.L.C.

## L.L.C ACKNOWLEDGMENT

ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ THERE PERSONALLY APPEARED BEFORE ME, DAN L. MURRAY, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE MANAGER OF MURRAY FAMILY HOLDINGS, L.L.C. AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID L.L.C. BY A RESOLUTION OF ITS MEMBERS AND ACKNOWLEDGED TO ME THAT SAID L.L.C. EXECUTED THE SAME.

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

RESIDENCE: \_\_\_\_\_

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

## CITY COUNCIL'S APPROVAL

PRESENTED TO THE CITY COUNCIL OF SOUTH WEBER CITY,  
UTAH, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

CITY RECORDER ATTEST: \_\_\_\_\_

MAYOR: \_\_\_\_\_

## CITY ENGINEER'S APPROVAL

APPROVED BY THE SOUTH WEBER CITY ENGINEER ON  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

SOUTH WEBER ENGINEER

## PLANNING COMMISSION APPROVAL

RECOMMENDED FOR APPROVAL ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ BY THE PLANNING COMMISSION  
OF SOUTH WEBER CITY.

CHAIRPERSON

## CITY ATTORNEY'S APPROVAL

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

ATTORNEY

## DAVIS COUNTY RECORDER

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_

FILED FOR RECORD AND RECORDED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF \_\_\_\_\_

COUNTY RECORDER: \_\_\_\_\_

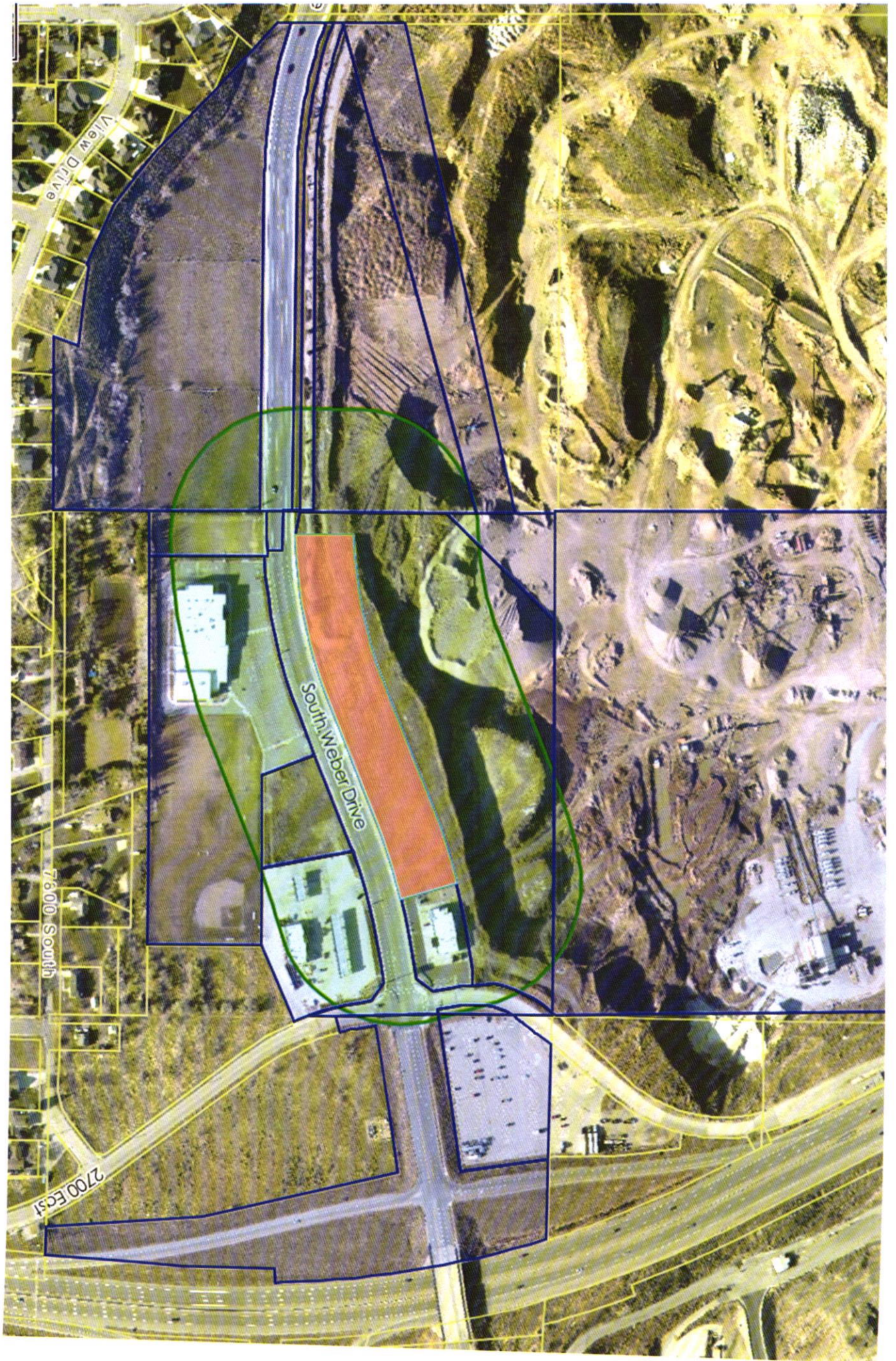
DEPUTY



181 North 200 West, Suite #4  
Bountiful, Utah 84010  
Phone 801-298-2236  
Fax 801-298-5983

PROJECT 1074004 12/8/2019







#	PARCEL ID	OWNER	MAILING ADDRESS 1	MAILING ADDRESS 2	CITY, ST, ZIP
1	13-292-0001	HIGHMARK CHARTER SCHOOL	2467 EAST SOUTH WEBER DR		SOUTH WEBER, UT, 84405
2	13-034-0047	JACK B PARSON COMPANIES INC	2350 SOUTH 1900 WEST STE 100		OGDEN, UT, 84401-3481
3	13-306-0201	MAVERIK INC	185 SOUTH STATE ST STE 800		SALT LAKE CITY, UT, 84111-1549
4	13-306-0202	MURRAY FAMILY HOLDINGS LLC	1907 NORTH 400 WEST		CENTERVILLE, UT, 84014
5	13-312-0001	MURRAY FAMILY HOLDINGS LLC	ATTN: DAN L MURRAY	1907 NORTH 400 WEST	CENTERVILLE, UT, 84014
6	13-034-0068	POLL, JANE M - TRUSTEE	7872 SOUTH 2310 EAST		SOUTH WEBER, UT, 84405
7	13-034-0038	SOUTH WEBER CITY	1600 EAST SOUTH WEBER DRIVE		SOUTH WEBER, UT, 84405
8	13-034-0066	STAKER & PARSON COMPANIES A CORPORATION	C/O ACCOUNTS PAYABLE	2350 SOUTH 1900 WEST STE 100	OGDEN, UT, 84401
9	13-034-0034	UTAH DEPARTMENT OF TRANSPORTATION	REGION ONE HEADQUARTERS	166 WEST SOUTHWELL STREET	OGDEN, UT, 84404
10	13-034-0049	UTAH DEPARTMENT OF TRANSPORTATION	RIGHT OF WAY, 4TH FLOOR	BOX 148420	SALT LAKE CITY, UT, 84114



SOUTH WEBER DRIVE

1  
A100

# SITE PLAN

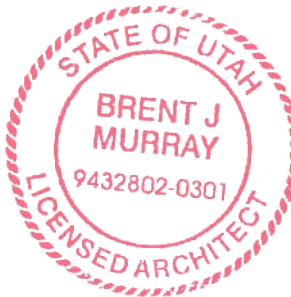
scale: 1" = 20'-0"

SITE AREA: 25,496 SF (0.59 ACRES)  
LANDSCAPING: 4,424 SF (17.4% OF SITE)  
BUILDING: 2,112 SF (67 SEATS, 10 OF WHICH ARE OUTDOORS)  
PARKING: 20 STALLS (17 REQUIRED), INCLUDING 1 VAN ACCESSIBLE ADA STALL

SEE CIVIL DRAWINGS FOR:

1. UTILITY CONNECTIONS TO THE BUILDING
2. GRADING / DRAINAGE PLANS.
3. RETAINING WALLS.
4. ALL SITE CONCRETE AND REQUIRED REINFORCING AND ASPHALT REQUIREMENTS.

- 02.01 ACCESSIBLE PARKING STALL SIGNAGE, POLE MOUNTED. TYP. SEE DETAIL 9/A-601.
- 02.02 ACCESSIBLE SYMBOL PAINTED ON PAVEMENT, SEE DETAIL 8/A-601.
- 02.03 LIGHT HATCH REPRESENTS LANDSCAPE AREA, SEE LANDSCAPE PLAN FOR SPECIFIC PLANTING AND SOIL REQUIREMENTS.
- 02.06 DETENTION AREA WITH ROCK RETAINING, SEE CIVIL PLAN.
- 02.07 PAINT PARKING STALL STRIPING AND DIRECTIONAL ARROWS AS SHOWN.
- 02.08 STRIPE CROSS WALK ACROSS DRIVEWAY, TO DISTINGUISH ACCESSIBLE PATH, SEE CIVIL GRADING PLANS.
- 02.11 CONCRETE CURB RAMP.
- 02.13 EXISTING PARKING STALLS TO BE REMOVED FOR TRASH ENCLOSURE. SEE CIVIL DRAWINGS.
- 02.14 TENANT MONUMENT SIGN, PROVIDE POWER PER ELECTRICAL DRAWINGS. SIGN PER SEPARATE PERMIT.
- 03.01 SLOPE SIDEWALKS AWAY FROM BUILDING ALL AROUND, TYPICAL. MAX. 1/4" PER FOOT IN FRONT OF EXIT DOORS. SEE CIVIL DRAWINGS FOR CONTINUATION OF SIDEWALKS.
- 03.05 NATURAL COLORED CONCRETE SIDEWALK WITH INTEGRAL CURB WALL. ALL CONTROL JOINTS (CJ) AND EXPANSION JOINTS (EJ) SHALL BE HAND TOOLED. JOINTS SHALL BE ALIGNED WITH ARCHITECTURAL FEATURES. SPACING SHALL NOT BE LESS THAN 2'-8" OR GREATER THAN 6'-0". IN A FIELD OF SIDEWALK WITHOUT ARCHITECTURAL FEATURES, JOINTS SHALL BE EVENLY SPACED. EVERY FOURTH JOINT SHALL BE AN EXPANSION JOINT. SEE ARCH SITE PLAN.
- 05.06 STEEL FLAT BAR RAILING, OPENINGS TO NOT ALLOW A 4" SPHERE TO PASS THROUGH, PAINTED.
- 23.02 GAS METER LOCATION, SEE MECH.
- 26.09 ELECTRICAL METERING LOCATION, SEE ELECTRICAL.
- 26.11 TELEPHONE D-MARK LOCATION, SEE ELEC.
- 26.12 MENU BOARD/SPEAKER POST LOCATION, SEE ELECTRICAL. COORDINATE CONDUIT RUNS INTO THE BUILDING WITH TENANT AND TENANT IMPROVEMENT CONTRACTOR.
- 26.14 LIGHT POLE, SEE ELECTRICAL SITE PLAN.



IF THESE PLANS DO NOT BEAR THE SEAL OF A REGISTRANT, THEY ARE TO BE CONSIDERED "PRELIMINARY" AND ARE NOT TO BE USED FOR CONSTRUCTION OR RECORDING. THESE PLANS ARE COPYRIGHTED UNDER SEC. 102 OF THE COPYRIGHT ACT, 17 U.S.O. AS AMENDED DECEMBER 1990 AND KNOWN AS ARCHITECTURAL WORKS COPYRIGHT PROTECTION ACT OF 1990.

## CONSULTANTS

# ALPHA COFFEE

**APPX. 2500 E SOUTH  
WEBER DRIVE, SOUTH  
WEBER UT, 84405**

## CITY REVIEW

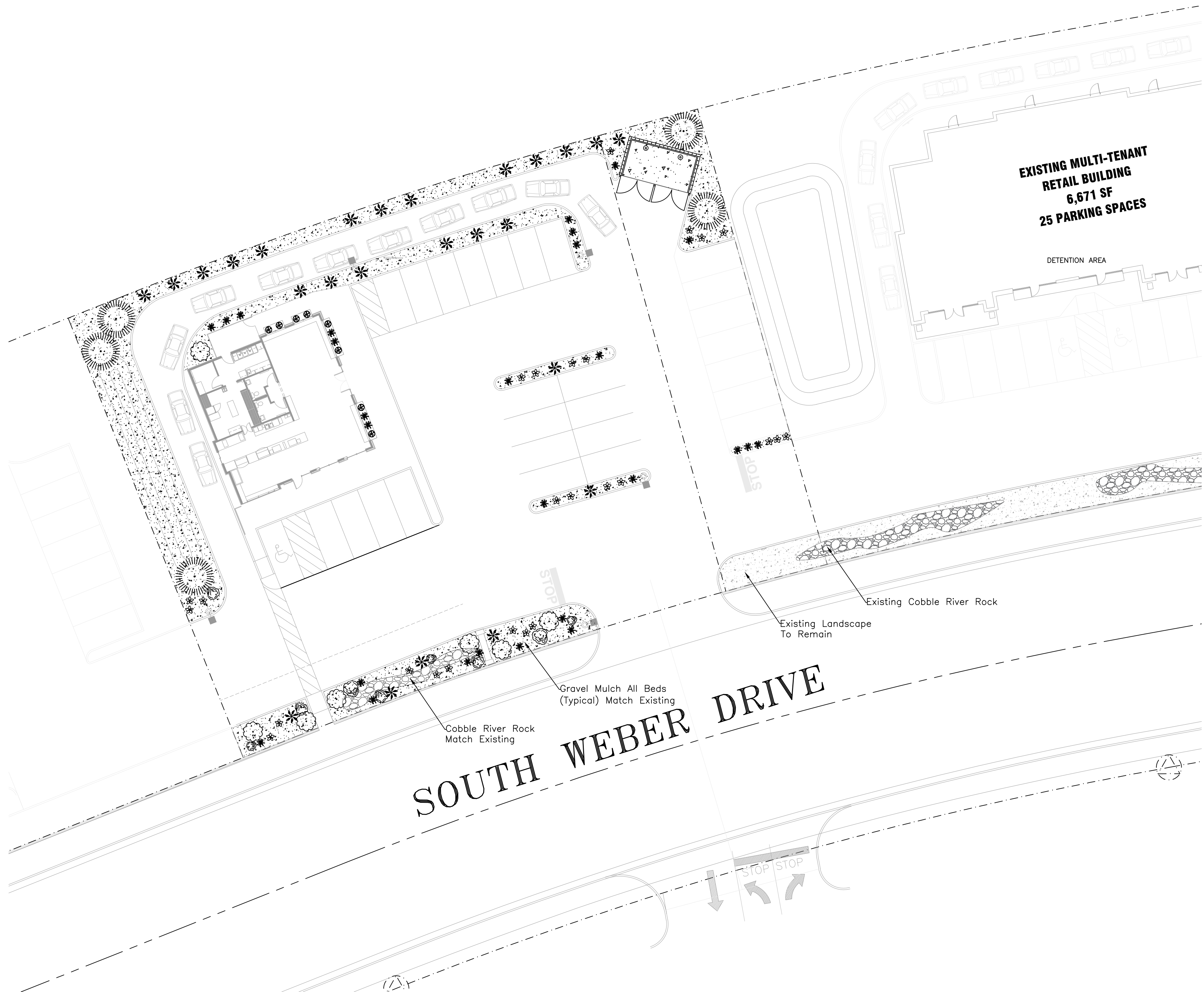
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# SITE PLAN

## A100

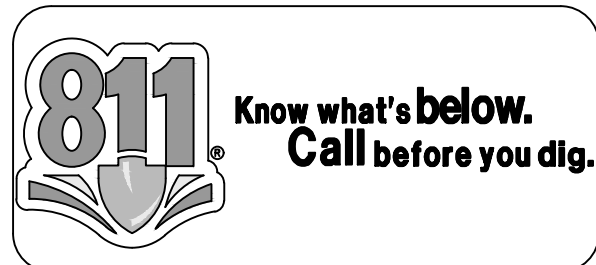
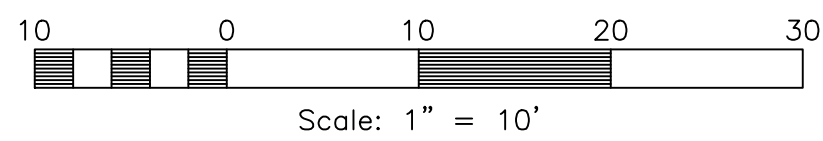
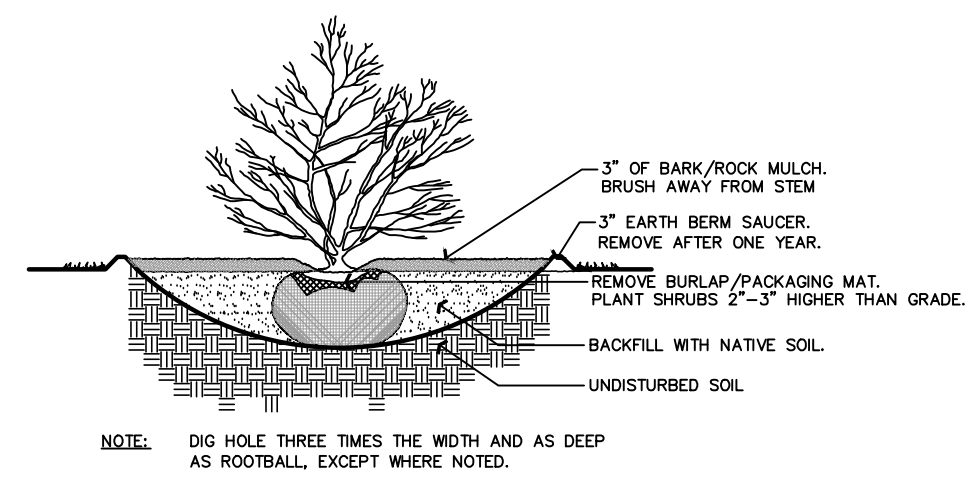
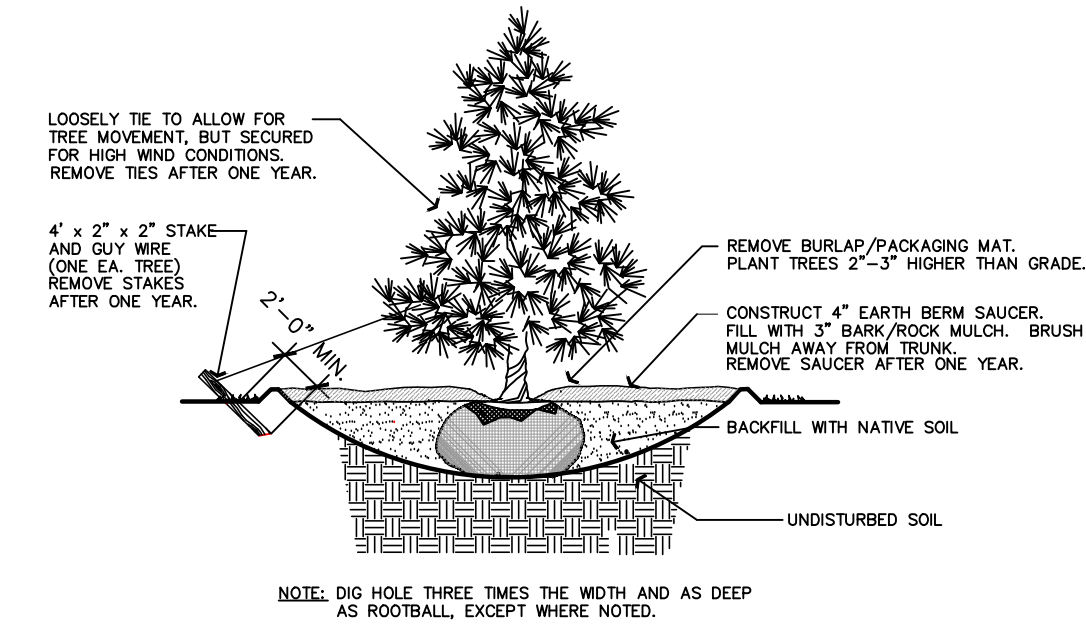
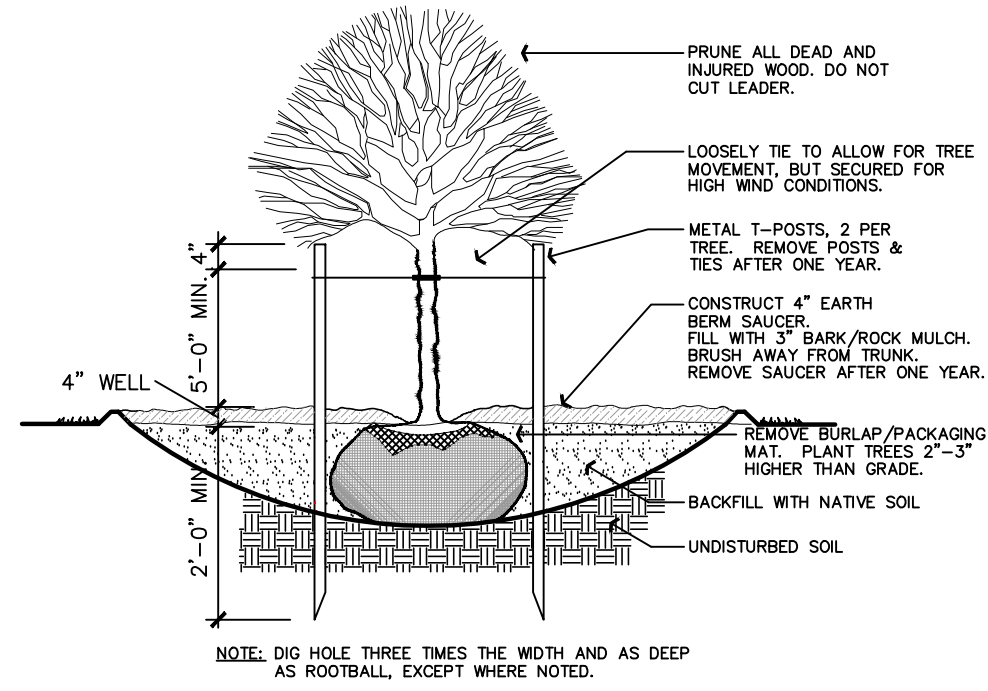


1/7/2019 | npeterson | G:\South Weber\Dan Murray\Alpha Coffee - Landscape.dwg Reeve & Associates, Inc. - Solutions You Can Build On

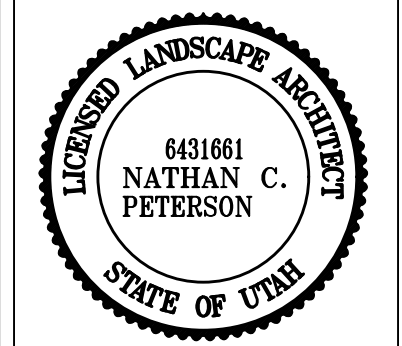


Plant Table				
TREES				
Quantity	Symbol	Scientific Name	Common Name	Planting Size
5		Pinus heldrichii 'Leucodermis'	Bosnian Pine	6' B&B
SHRUBS				
Quantity	Symbol	Scientific Name	Common Name	Planting Size
7		Rhus aromatica 'Gro-Low'	Gro-Low Sumac	5 gal.
PERENNIALS				
Quantity	Symbol	Scientific Name	Common Name	Planting Size
25		Calamagrostis 'Karl Foerster'	Karl Foerster Grass	5 gal.
27		Hemerocallis 'Stella de Oro'	Stella de Oro Daylily	1 gal.
26		Sedum 'Autumn Joy'	Autumn Joy Sedum	1 gal.
8		Bergenia cordifolia	Heart Leaved Bergenia	1 gal.

- Decorative Boulders
- 3"-6" Cobble river rock mulch over Dewitt Pro 5 Weed Barrier Cloth, or equal. Fill spaces between cobble with pea gravel.
- 3" Layer of 1" crushed rock mulch over Dewitt Pro 5 Weed Barrier Cloth, or equal.
- NOTE: All crushed rock and cobble rock colors/styles shall be chosen be owner.



REVISIONS	DESCRIPTION
DATE	



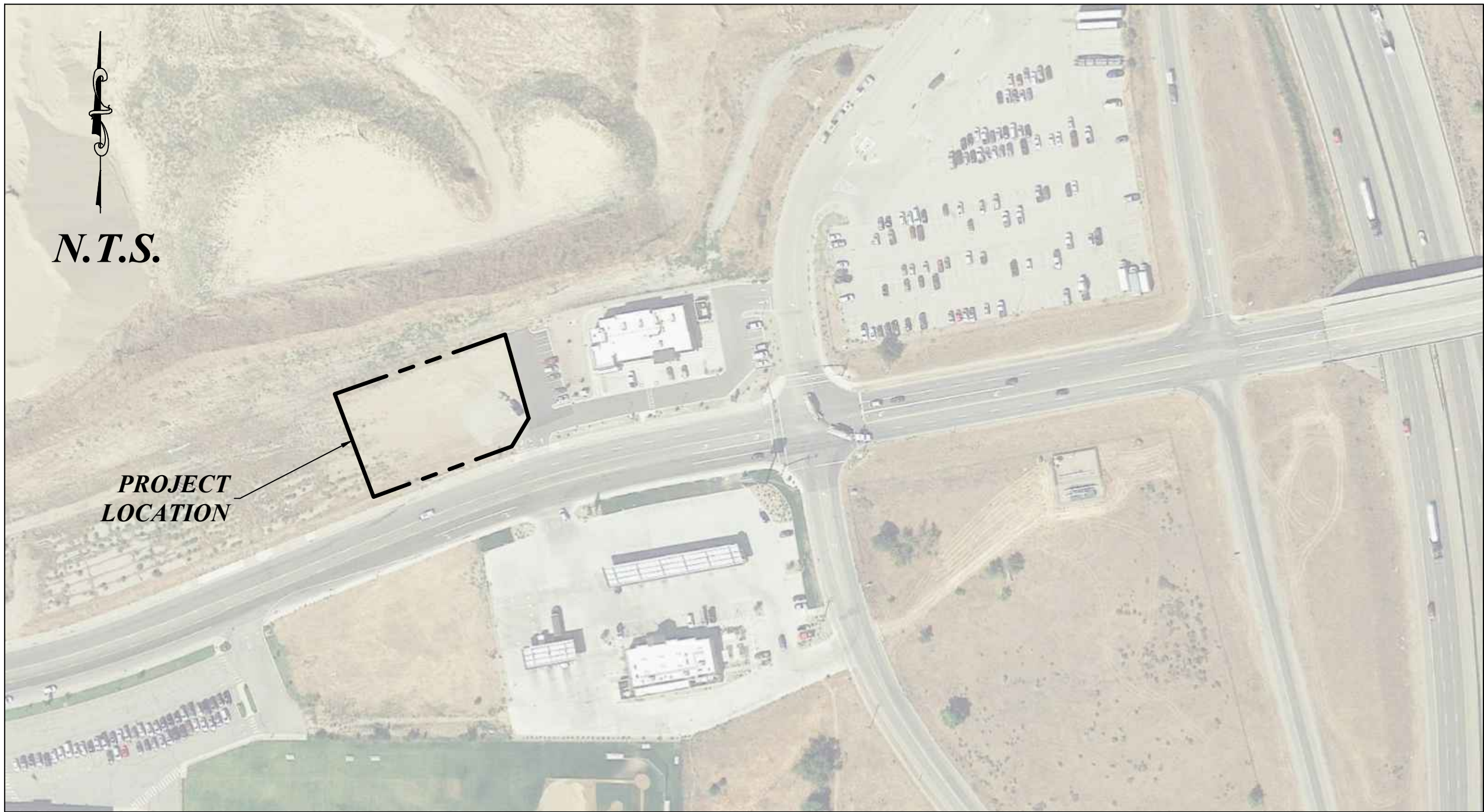
**Project Info.**  
Landscape Architect: Nathan Peterson  
Drafter: N. Peterson  
Begin Date: FEBRUARY 2019  
Name: Alpha Coffee Shop  
Number: 6195-05



# SOUTH WEBER COFFEE SHOP

2500 E SOUTH WEBER DRIVE  
PARCELS LOCATED IN THE NW 1/4 OF SECTION 36, T.5N., R.1W., S.L.B.&M.  
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

## VICINITY MAP



## DRAWING INDEX

C000	COVER
C100	NOTES AND LEGEND
C200	TOPOGRAPHIC PLAN
C400	SITE PLAN
C500	GRADING PLAN
C600	UTILITY PLAN
C900	SITE DETAILS
EC100	EROSION CONTROL PLAN
TOTAL SHEETS	8

## GENERAL NOTES

- 1) ALL WORK WITHIN A PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE RIGHT-OF-WAY OWNER'S STANDARDS & SPECIFICATIONS.
- 2) ALL UTILITY WORK SHALL CONFORM TO THE UTILITY OWNER'S STANDARDS & SPECIFICATIONS.
- 3) THESE PLANS DO NOT INCLUDE DESIGN OF DRY UTILITIES. THESE PLANS MAY CALL FOR RELOCATION, AND/OR REMOVAL AND/OR CONSTRUCTION OF DRY UTILITIES, BUT ARE NOT OFFICIAL DRAWINGS FOR SUCH. DESIGN AND COORDINATION OF DRY UTILITIES IS BY OTHERS.
- 4) THE CONTRACTOR SHALL COORDINATE AND OBTAIN ANY PERMITS REQUIRED FOR THE WORK SHOWN HEREON.
- 5) THE LOCATION AND ELEVATIONS OF UNDERGROUND UTILITIES SHOWN ON THESE PLANS IS A BEST ESTIMATE BASED ON UTILITY COMPANY RECORDS, BLUESTAKES, AND FIELD MEASUREMENTS OF READILY OBSERVABLE ABOVE-GROUND FEATURES. AS SUCH, THIS INFORMATION MAY NOT BE COMPLETE, UP-TO-DATE, OR ACCURATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO STOP WORK AND NOTIFY THE ENGINEER IF CONFLICTING INFORMATION IS FOUND IN THE FIELD.
- 6) THE CONTRACTOR IS TO FIELD VERIFY THE LOCATION AND ELEVATIONS OF EXISTING MANHOLES AND OTHER UTILITIES PRIOR TO STAKING AND CONSTRUCTION.
- 7) CALL BLUESTAKES AT LEAST 48 HOURS PRIOR TO DIGGING. DO NOT PROCEED UNTIL BLUESTAKES ARE MARKED.
- 8) IT SHALL BE THE CONTRACTOR'S AND SUBCONTRACTOR'S RESPONSIBILITY TO MEET ALL APPLICABLE HEALTH AND SAFETY REGULATIONS, AND SHALL ASSUME SOLE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING CONSTRUCTION OF THIS PROJECT, SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK, AND THE PUBLIC IS PROTECTED..



PRELIMINARY  
NOT FOR CONSTRUCTION

COVER		REV.	BY	DATE
		1	INIT	DATE
DRAWN:				
DJH	3/5/19			
APPROVED:				
STA	3/5/19			
PROJECT:				
1074004				
DWG: PROD 1074004.dwg				

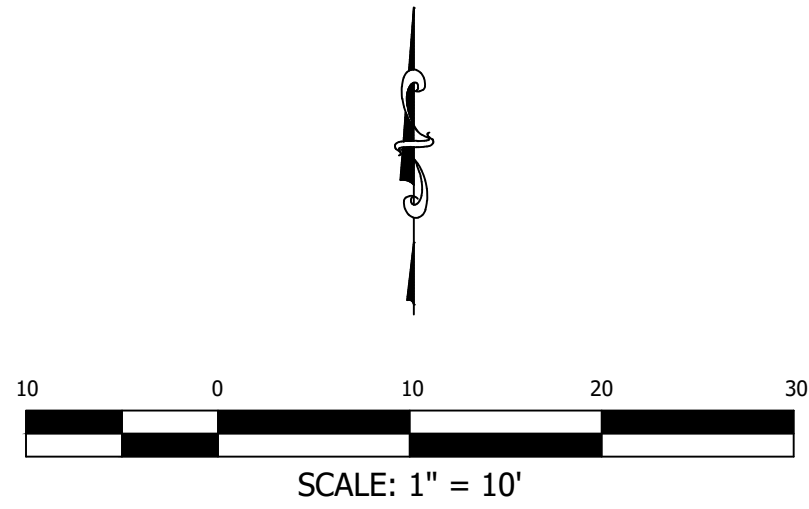
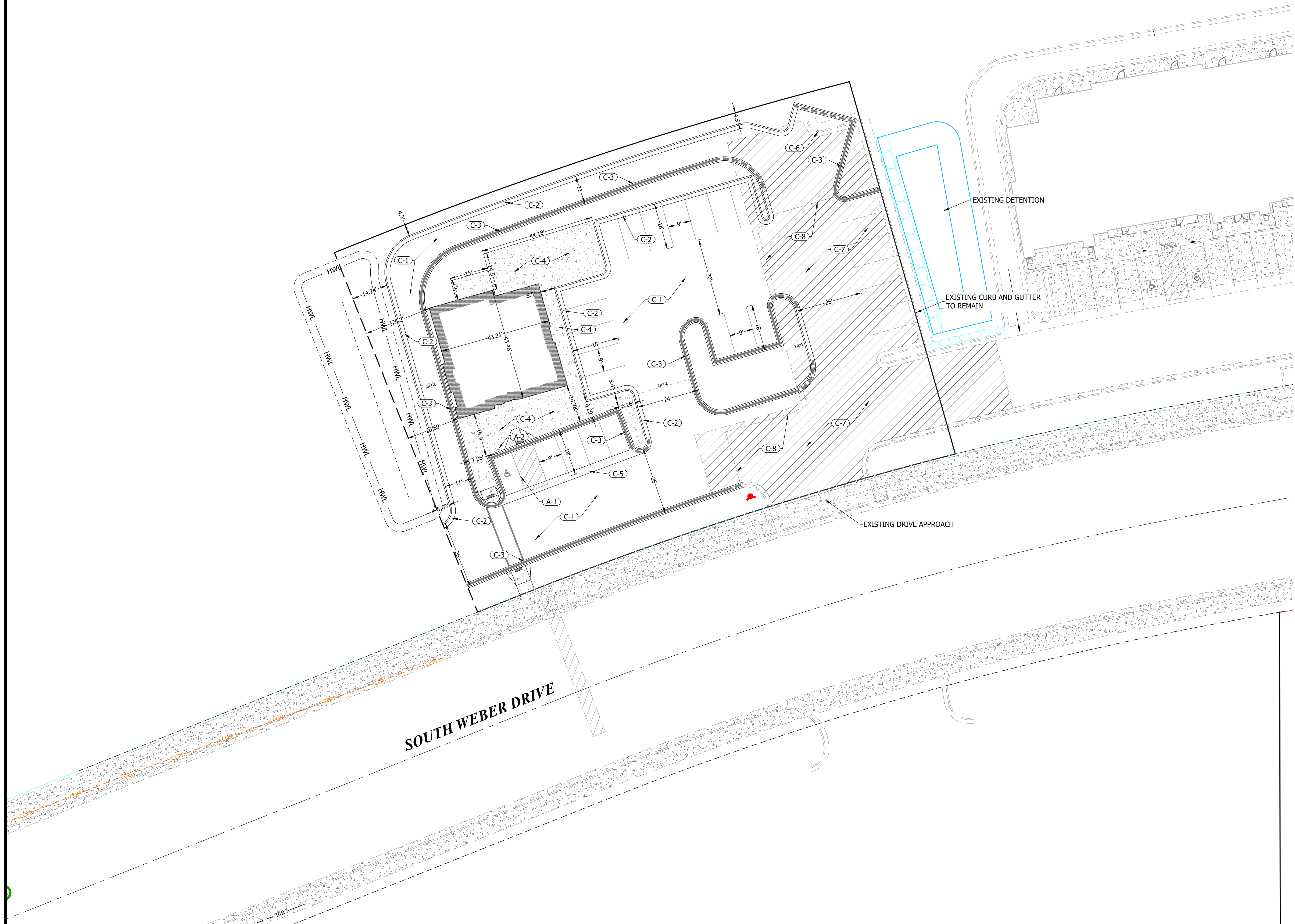


1470 SOUTH 600 WEST  
WOODS CROSS, Utah 84010  
Phone 801-298-2236









SYMBOL LEGEND	
C-1	ASPHALT & BASE PER DETAIL SHEET C900
C-2	24" CONCRETE HIGH-BACK CATCH CURB & GUTTER PER DETAIL SHEET C900
C-3	24" CONCRETE HIGH-BACK RELEASE CURB & GUTTER PER DETAIL SHEET C900
C-4	CONCRETE SIDEWALK PER DETAIL SHEET C900
C-5	36" WATERWAY PER DETAIL SHEET C900
C-6	DUMPSTER PAD AND APRON PER DETAIL SHEET C900
C-7	EXISTING ASPHALT TO REMAIN
C-8	SAWCUT EXISTING ASPHALT TO CLEAN EDGE PER SOUTH WEBER CITY STANDARDS
A-1	ADA SIDEWALK RAMP AND PARKING AREA PER DETAIL SHEET C900
A-2	ADA VAN ACCESSIBLE PARKING SIGN PER DETAIL SHEET C900
A-3	ADA ACCESSIBLE PARKING SIGN PER DETAIL SHEET C900
ALL ITEMS WITHIN THE PUBLIC RIGHT-OF-WAY TO CONFORM TO THE RIGHT-OF-WAY OWNER'S STANDARDS & SPECIFICATIONS.	

ACCESSIBLE AREA CONSTRAINTS	
ALL ACCESSIBLE AREAS ARE TO MAINTAIN THE FOLLOWING MAXIMUM SLOPES AND TOLERANCES:	
ACCESSIBLE PARKING: MAXIMUM SLOPE OF 1:48 (2%) THROUGHOUT.	
ACCESSIBLE ROUTE: MINIMUM WIDTH OF 48", MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).	
ACCESS ROUTE TURNAROUNDS: A CLEAR 60" TURNING DIAMETER. MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.	
LEVEL LANDING / EXTERIOR DOOR LANDING: MINIMUM SIZE OF 60"x60". MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.	
ACCESSIBLE EGRESS TO PUBLIC WAY: MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).	
ADA ACCESS RAMPS: MAXIMUM SLOPE OF 1:12 (8.33%), WITH A MAXIMUM CROSS-SLOPE OF 2%. THE TRANSITION BETWEEN ASPHALT AND CONCRETE IS NOT TO EXCEED 1/2" VERTICAL (1/4" IF BEVELED).	

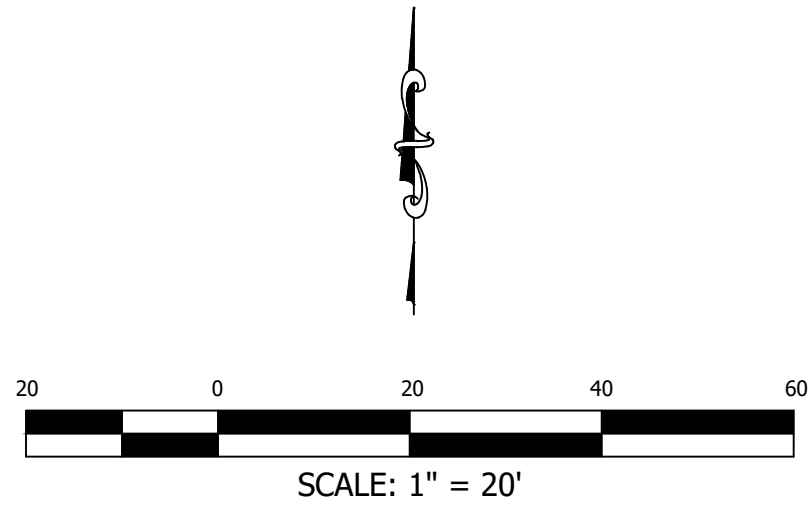
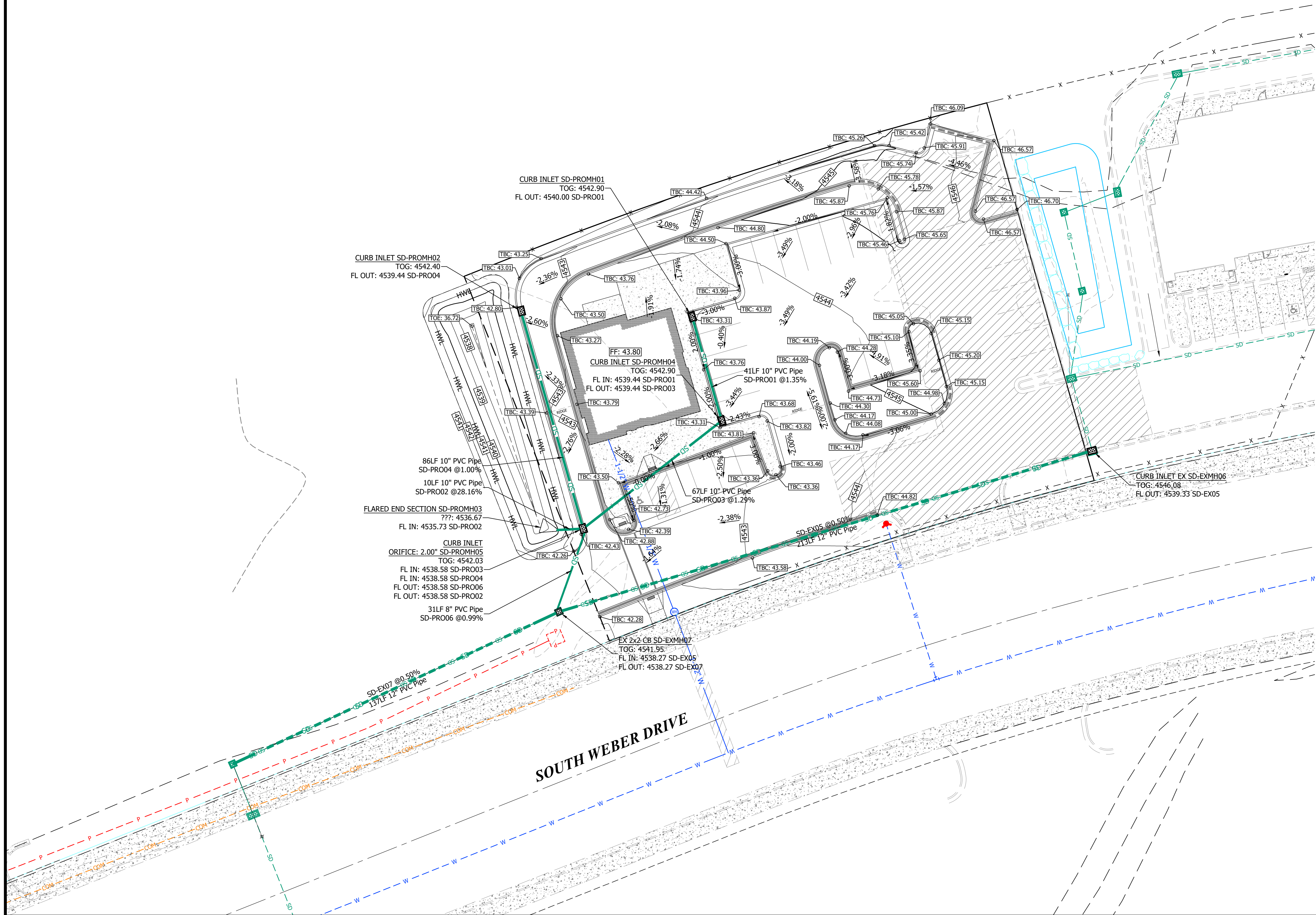
PRELIMINARY  
NOT FOR  
CONSTRUCTION

SOUTH WEBER COFFEE SHOP

2500 E SOUTH WEBER DRIVE  
PARCELS LOCATED IN THE NW 1/4 OF SECTION 36, T.5N., R.1W., S.L.B.&M.  
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

DRAWN:	3/5/19
DI:	
APPROVED:	3/5/19
STA:	
PROJECT:	[PROJECT #]
PROD 1074004.dwg	
C400	
SITE PLAN	





DRAINAGE CALCULATIONS

5-Feb-19

Area Analysis

Area	sq.ft.	Acres	C
Building	21,716	0.50	0.85
Improvements	1,856	0.04	0.90
Landscape	6,848	0.16	0.15
Total	30,420	0.70	0.70

100 Year Detention Calculations

NOAA Precipitation Frequency Data Server					
Latitude: 41.1277°		Longitude: -111.9120°			
Allowable Runoff		0.10 cfs/acre			
Time (min.)	I in./hr	Runoff ft³	Allowable Runoff ft³	Storage ft³	
5	7.520	1,096	21	1,075	
10	5.730	1,670	42	1,628	
15	4.740	2,072	63	2,009	
30	3.190	2,789	126	2,663	
60	1.970	3,444	251	3,193	
120	1.150	4,021	503	3,519	
180	0.791	4,149	754	3,395	
360	0.441	4,626	1,508	3,118	
720	0.275	5,770	3,017	2,753	
1440	0.160	6,714	6,034	680	
Required Detention				3,519	
Estimated Designed Detention				3,797	

Orifice Sizing

Highwater Elevation	4,541.00 ft
Orifice Elevation	4,538.27 ft
Flow	0.07 cfs
C <sub>d</sub>	0.62 square-edge
Orifice Size	1.25 in.

ACCESSIBLE AREA CONSTRAINTS

ALL ACCESSIBLE AREAS ARE TO MAINTAIN THE FOLLOWING MAXIMUM SLOPES AND TOLERANCES:

ACCESSIBLE PARKING:  
MAXIMUM SLOPE OF 1:48 (2%) THROUGHOUT.

ACCESSIBLE ROUTE:  
MINIMUM WIDTH OF 48". MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).

ACCESS ROUTE TURNAROUNDS:  
A CLEAR 60" TURNING DIAMETER. MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.

LEVEL LANDING / EXTERIOR DOOR LANDING:  
MINIMUM SIZE OF 60"x60". MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.

ACCESSIBLE EGRESS TO PUBLIC WAY:  
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ADA ACCESS RAMPS:  
MAXIMUM SLOPE OF 1:12 (8.33%), WITH A MAXIMUM CROSS-SLOPE OF 2%. THE TRANSITION BETWEEN ASPHALT AND CONCRETE IS NOT TO EXCEED 1/2" VERTICAL (1/4" IF BEVELED).

1470 SOUTH 600 WEST  
WOODS CROSS, UT 84010  
Phone 801.298.2236  
www.Entellus.com

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

**SOUTH WEBER COFFEE SHOP**

2500 E SOUTH WEBER DRIVE  
PARCELS LOCATED IN THE NW 1/4 OF SECTION 36, T.5N., R.1W., S.L.B.&M.  
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

DRAWN:

APPROVED:  
STA

PROJECT: [PROJECT #]  
PROD 1074004.dwg

**C500**  
GRADING PLAN







1. ROAD BASE IS TO BE COMPACTED PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. IF NO SUCH RECOMMENDATIONS PERTAIN, COMPACT TO 95% AASHTO T-180 METHOD D.
2. PLACE MATERIAL PER APWA SECTION 32 05 10.



**C1**  
C400

1. ROAD BASE IS TO BE COMPACTED PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. IF NO SUCH RECOMMENDATIONS PERTAIN, COMPACT TO 95% AASHTO T-180 METHOD D.
2. CONCRETE IS TO BE 4,000 PSI TEST.
3. CONTROL JOINTS AT 10' INTERVALS.
4. BITUMINOUS MATERIAL EXPANSION JOINTS ARE REQUIRED AT 50' INTERVALS.



**C2**  
C400

1. ROAD BASE IS TO BE COMPACTED PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. IF NO SUCH RECOMMENDATIONS PERTAIN, COMPACT TO 95% AASHTO T-180 METHOD D.
2. CONCRETE IS TO BE 4,000 PSI TEST.
3. CONTROL JOINTS AT 10' INTERVALS.
4. BITUMINOUS MATERIAL EXPANSION JOINTS ARE REQUIRED AT 50' INTERVALS.



**C3**  
C400

1. ROAD BASE IS TO BE COMPACTED PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. IF NO SUCH RECOMMENDATIONS PERTAIN, COMPACT TO 95% AASHTO T-180 METHOD D.
2. CONCRETE IS TO BE 4,000 PSI TEST.
3. CONTROL JOINTS AT 5' INTERVALS.
4. BITUMINOUS MATERIAL EXPANSION JOINTS ARE REQUIRED AT 50' INTERVALS.



**C4**  
C400 TYPICAL  
N.T.S.

1. ROAD BASE IS TO BE COMPACTED PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. IF NO SUCH RECOMMENDATIONS PERTAIN, COMPACT TO 95% AASHTO T-180 METHOD D.
2. CONCRETE IS TO BE 4,000 PSI TEST.
3. CONTROL JOINTS AT 10' INTERVALS.
4. BITUMINOUS MATERIAL EXPANSION JOINTS ARE REQUIRED AT 50' INTERVALS.
5. STEEL REINFORCEMENT IS TO BE DEFORMED GRADE 60 STEEL, GALVANIZED OR EPOXY COATED.



**C-5**  
C400



**C5**  
C400

1. SIGN IS TO BE REFLECTIVE MATERIAL ON AN ALUMINUM BACKING PLATE.
2. WHITE ADA SYMBOL ON A BLUE SQUARE.
3. WHITE BACKGROUND.
4. LETTERING IS TO BE BLUE OR GREEN



**ADA POLE-MOUNTED  
VAN-ACCESSIBLE PARKING SIGN**

**C6**  
C400



### POLE-MOUNTED SIGN




## PLAN VIEW

## **DUMPSTER ENCLOSURE**

C400 TYPICAL  
N.T.S.



## SECTION VIEW



Entellus™

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

***SOUTH WEBER COFFEE SHOP***

2500 E SOUTH WEBER DRIVE  
PARCELS LOCATED IN THE NW 1/4 OF SECTION 36, T.5N., R.1W., S.L.B.&M.  
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

***DRAWN:***

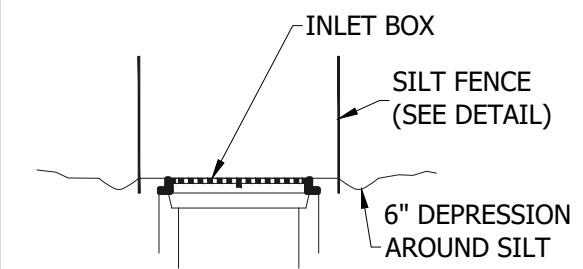
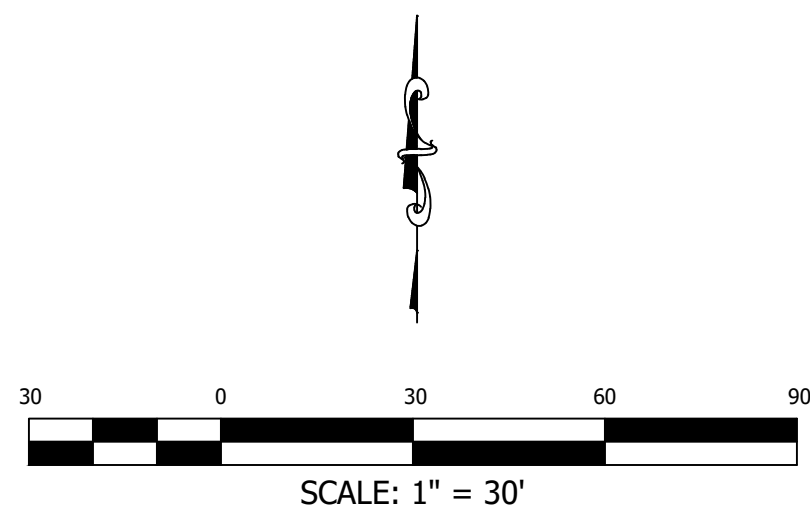
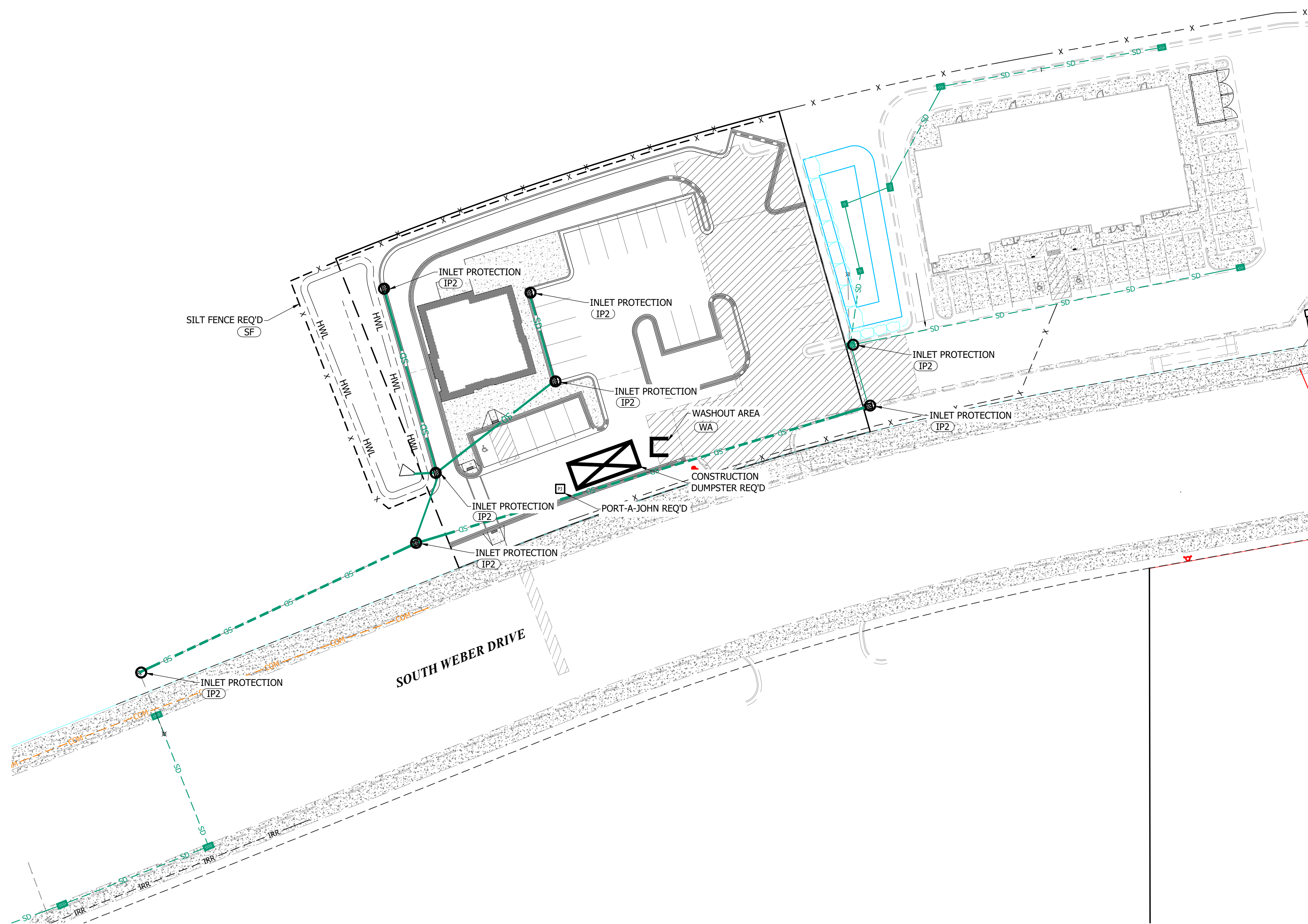
**APPROVED:**  
**STA**

PROJECT: [PROJECT #]
PROD 1074004.dwg

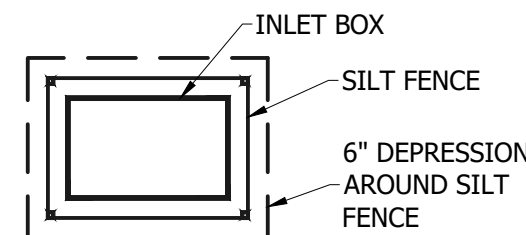
***C900***

## SITE DETAILS



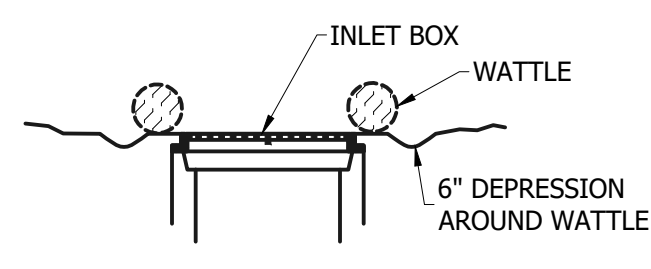


**PROFILE VIEW**

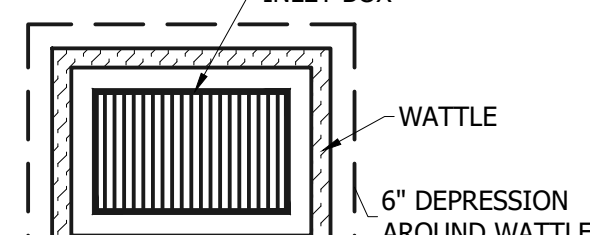


**PLAN VIEW**

**IP1 INLET PROTECTION**  
EC100 TYPICAL  
N.T.S.

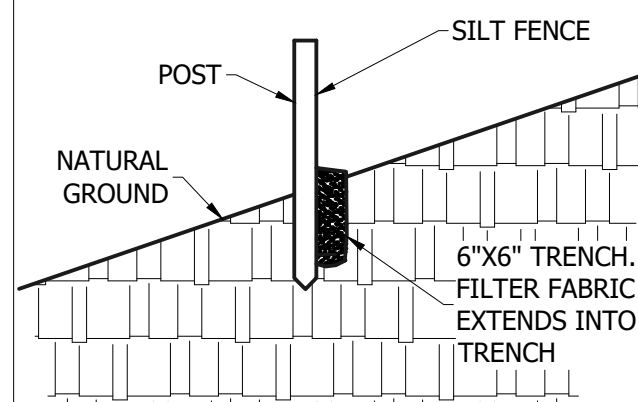


**PROFILE VIEW**

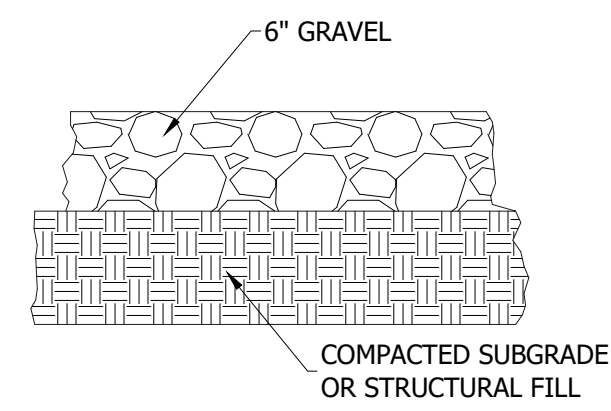


**PLAN VIEW**

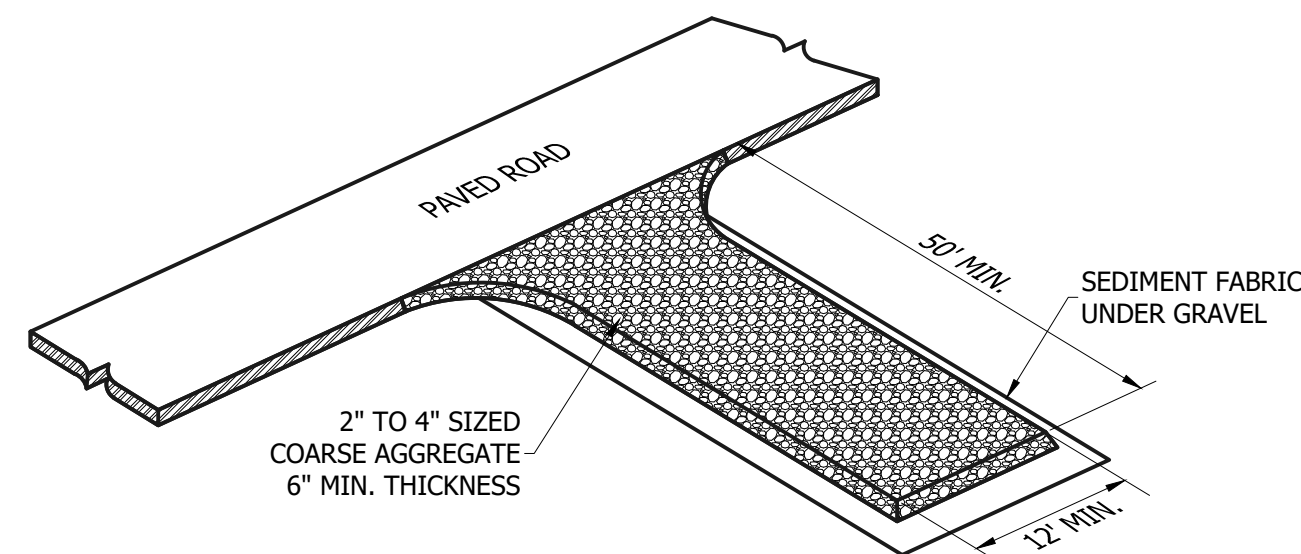
**IP2 INLET PROTECTION**  
EC100 TYPICAL  
N.T.S.



**SF SILT FENCE**  
EC100 TYPICAL  
N.T.S.



**WA WASHDOWN AREA**  
EC100 TYPICAL  
N.T.S.



**SCE STABILIZED CONSTRUCTION ENTRANCE**  
EC100 TYPICAL  
N.T.S.

**CONSTRUCTION NOTES:**

CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY LOCAL, STATE, AND FEDERAL PERMITS PRIOR TO COMMENCING CONSTRUCTION.

CONTRACTOR TO MAINTAIN A COPY OF THE SWPPP ON SITE.

CONTRACTOR TO INSPECT SITE TO ENSURE THE SWPPP IMPROVEMENTS ARE IN PLACE AND FUNCTIONAL.

CONTRACTOR TO MAINTAIN TEMPORARY EROSION AND SEDIMENT CONTROLS AND HOUSEKEEPING MEASURES.

ALL SOLID WASTE SHALL BE STORED IN A SECURELY LIDDED METAL DUMPSTER. THE DUMPSTER SHALL MEET ALL STATE AND LOCAL WASTE MANAGEMENT REGULATIONS.

ALL HAZARDOUS WASTE SHALL BE DISPOSED OF IN THE MANNER AS SPECIFIED BY THE MANUFACTURER AND STATE AND LOCAL REGULATIONS.

A WASHOUT AREA SHALL BE CONSTRUCTED FOR THE TEMPORARY COLLECTION OF EXCESS CONCRETE AND NON-STORM WATER DISCHARGES FROM VEHICLE WASHING. THE CONCRETE WILL BE TAKEN TO THE CITY LANDFILL WITHIN 1 WEEK OF PLACING IN THE WASHOUT AREA.

A STABILIZED CONSTRUCTION ENTRANCE WILL BE CONSTRUCTED TO REDUCE VEHICLE TRACKING OF SEDIMENTS ONTO PUBLIC RIGHT OF WAYS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEEPED DAILY TO REMOVE EXCESS DIRT.

INSPECTION SHALL BE MADE MONTHLY AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. ALL NON-STORM WATER FLOWS SHALL BE DIRECTED TOWARD THE WASHOUT AREA OR SEDIMENT BASIN. THE SWPPP WILL BE REVISED AS SITE CONDITIONS AND PROJECT WARRANTS.

CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING AND SWEEPING PUBLIC STREETS ON A DAILY BASIS, OR MORE IF NECESSARY.

CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ADEQUATE DUST CONTROL THROUGHOUT THE COURSE OF THE PROJECT.

181 North 200 West, Suite #4  
Bountiful, Utah 84010  
Phone 801-298-2236



**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

**SOUTH WEBER COFFEE SHOP**

1868 NORTH AND 1075 WEST  
LOCATED IN THE NORTHEAST 1/4 OF SECTION 11, T.3N., R.1W., S.L.B.&M.  
FARMINGTON CITY, DAVIS COUNTY, UTAH

**DRAWN:** DJH 3/5/19  
**APPROVED:** STA 3/5/19  
**PROJECT:** 1034013  
PROD 1074004.dwg

**EC100**  
EROSION CONTROL  
PLAN























**SOUTH WEBER COMMERCIAL SUBDIVISION 1<sup>st</sup> AMENDMENT  
REVIEW  
By Barry Burton 2.6.20**

**Proposal:**

This proposal is to split Lot 2 of the South Weber Commercial Subdivision creating a Lot 3. This subdivision was originally approved in 2016 with Lot 1 being for the strip mall where Burley Burger is located. Lot two was the remainder of Dan Murray's property on the north side of S.W. Drive.

In the spring of last year we approved a site plan for Alpha Coffee on Lot 2, but that use used only a portion of Lot 2. Mr. Murray now wants to sell the parcel where Alpha Coffee is planned to them necessitating the lot split. Lot 3R will now be the remainder parcel.

**Development Considerations:**


All street improvements are already in place. Mr. Murray was wise enough to stub all necessary utilities into the site prior to the resurfacing of South Weber Drive last summer. Development proposals don't come much simpler than this, therefore this request is being processed as a preliminary/final subdivision plat combined.

**Recommendation:**

I recommend the Planning Commission forward this preliminary/final to the City Council with a recommendation of approval as proposed.

**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 DRIVE COMMERCIAL SUBDIVISION,  
1<sup>st</sup> AMENDMENT  
Final Review**

Date: February 6, 2020

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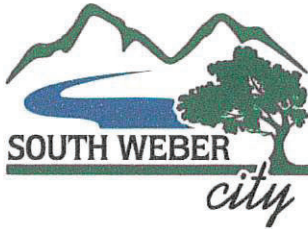
Our office has completed a review of the final plat, dated December 2019. We have no comments, and therefore recommend that the Planning Commission forward this application on to the City Council with a recommendation for approval.

**Information**

The plat is being amended so that the owner (Dan Murray) can sell Lot 2 to the individual that is planning to build on it. The Site Plan for Alpha Coffee was approved back in the spring of 2019. Therefore, the plat amendment is the only remaining approval needed. The Site Plan and other documents included in the packet are only included for reference.

The lot line for Lot 1 is being adjusted and Lot 2 is being created. Lot 3R is a remainder parcel and cannot be built on.

The necessary utilities for Lot 2 were approved with the Site Plan for Alpha Coffee and/or installed with Phase 1. The associated easements are already in place.



1600 E. South Weber Drive  
South Weber, UT 84405

www.southwebercity.com

801-479-3177  
FAX 801-479-0066

Approved by PC \_\_\_\_\_  
Approved by CC \_\_\_\_\_

OFFICE USE ONLY

	1-10 lots	11 + lots	Amt Pd	Date	Rcpt #	Mtg date
Concept	\$ 200.00	\$ 400.00				
Sketch	\$ 400.00	\$ 700.00				
2nd Sketch	\$ 300.00	\$ 350.00				
Prelim	\$ 600.00	\$ 900.00				
Final	\$ 700.00	\$ 1,100.00				

**SUBDIVISION/LAND USE PROCESS APPLICATION**

Project/Subdivision Name: South Weber Transition Subdivision  
Approx. Location: South Weber Drive & Frontage Road  
Parcel Number(s): 13-034-0065 Total Acres: 4.2  
Current Zone: CH If Rezoning, to what zone: \* Bordering Zones: CH & Residential  
Surrounding Land Uses: Maverik Store, Highmark Charter, Residential  
Number of Lots: \_\_\_\_\_ # of Lots Per Acre: \_\_\_\_\_ PUD: Yes ☐ No ☒  
\* approx. 1/3 to Commercial, 1/3 to LI, and 1/3 to RM7

**Developer or Agent**

Name: Dan L Murray  
Company: Murray Family Investments  
Address: 1907 N. 400 W.  
City/State/Zip: Centerville, Ut. 84014  
Phone: (801) 910-7102  
Email: dan.murray@murrayfamily-investments.com

**Developer's Engineer**

Name: Nate Reeve  
Company: Reeve & Associates  
Address: 5160 S. 1500 W.  
City/State/Zip: Riverdale, Ut. 84405  
Phone: (801) 621-3100  
Email: nreeve@reeve-associates.com  
State License # \_\_\_\_\_

**Property Owner, if not Developer**

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Surveyor, if not Engineer**

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_



### Development Signs:

Please note that a building permit is required for all temporary subdivision signs. Signs cannot obstruct clear and free vision and must comply with all City Codes. Failure to comply will result in sign removal.

### Applicant Certification

I swear the statements and answers contained herein, in the attached plans, and other exhibits, thoroughly, to the best of my/our ability, present the argument in behalf of the application requested herewith, and that the statements and information above referred to are in all respects true and correct to the best of my/our knowledge and belief. I also certify that I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me with respect to this application and to appear on my/our behalf before any city commission, board or council considering this application. Should any of the information or representations submitted be incorrect or untrue, I understand that The City of South Weber may rescind any approval or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the South Weber City Land Development Code (SWMC 11) and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. Additionally, I agree to pay all fees associated with this project, as set by the current adopted Consolidated Fee Schedule as well as **any fees associated with any City Consultant (i.e. engineer, attorney)**. The applicant shall also be responsible for all collection fees incurred including a collection fee of up to 40% (pursuant to the provisions of the Utah Code Ann. §12-1-11). I also agree to allow the Staff, Planning Commission, or City Council or appointed agent(s) of the City to enter the subject property to make any necessary inspections thereof.

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

Date: \_\_\_\_\_

State of Utah, County of Davis

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

By \_\_\_\_\_

Notary \_\_\_\_\_



Seal

Property Owner's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

State of Utah, County of Davis

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

By \_\_\_\_\_

Notary \_\_\_\_\_

Seal

**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.

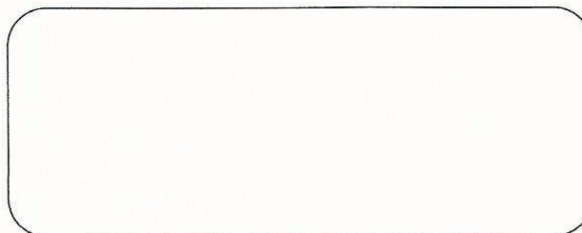
Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Mike Ford 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: Jan L. Murray 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 Michelle Rhodes



Seal



**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.

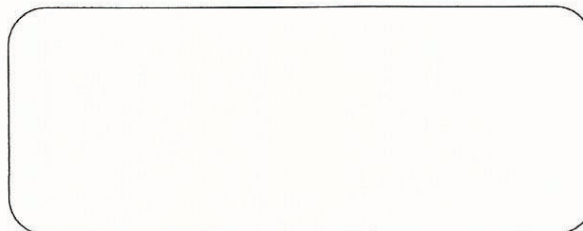
Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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]



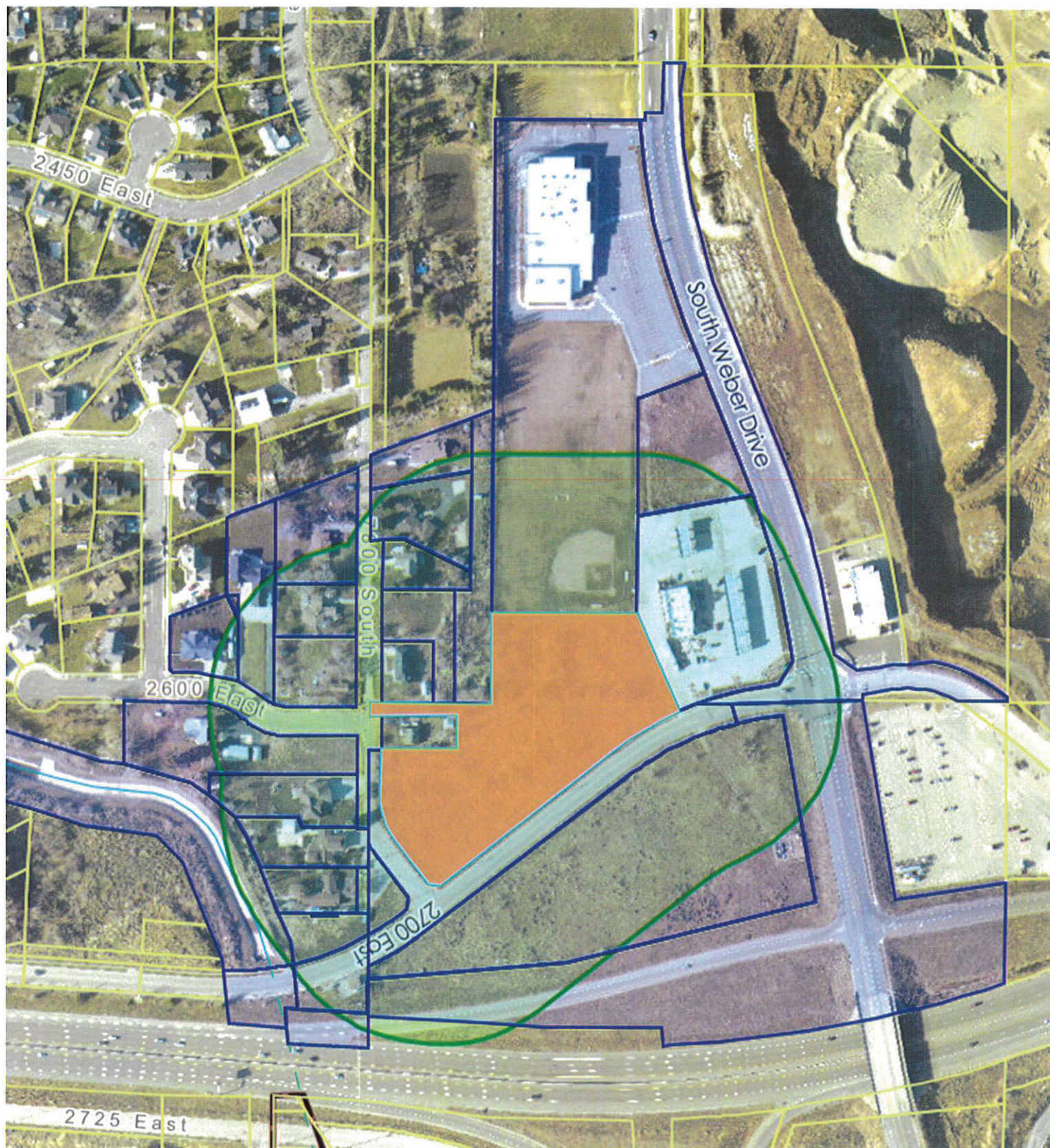
Seal

#	PARCEL ID	OWNER	MAILING ADDRESS 1	MAILING ADDRESS 2	CITY, ST, ZIP
1	13-034-0021	AUSTIN, DOUGLAS W & DIANE L--TRUSTEES	2550 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
2	13-034-0022	WESSMAN, BRANDON TROY & KALIE LYNNE	2560 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
3	13-034-0024	GIRRES, GARY E & SHARON	2540 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
4	13-034-0049	UTAH DEPARTMENT OF TRANSPORTATION	RIGHT OF WAY, 4TH FLOOR	BOX 148420	SALT LAKE CITY, UT, 84114
5	13-034-0059	FERNELIUS, MARK C	2470 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
6	13-034-0063	FERNELIUS, MARK C	2470 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
7	13-034-0064	POLSON, KEVIN J & CAMBRIA	2590 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
8	13-034-0065	MURRAY FAMILY INVESTMENTS LLC	C/O DANNY LEE MURRAY	1907 NORTH 400 WEST	CENTERVILLE, UT, 84014
9	13-036-0020	POLL, LORI ANN - TRUSTEE	2555 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
10	13-036-0069	POLL, FARRELL DON & SHERRY LEE	2316 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
11	13-036-0100	DICKAMORE, THEODORE E & SIEGLINDE - TRUSTEES	C/O ROBIN BELNAP	2360 EAST 8100 SOUTH	SOUTH WEBER, UT, 84405-9469
12	13-036-0104	FATOVIC, VINKO	2575 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
13	13-039-0014	SCHREIFELS, SHALEE A	2610 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
14	13-039-0055	SOUTH WEBER DEVELOPMENT PARTNERS LLC	6472 WILLOW CREEK RD		MOUNTAIN GREEN, UT, 84050
15	13-039-0061	UTAH DEPARTMENT OF TRANSPORTATION	RIGHT OF WAY, 4TH FLOOR	BOX 148420	SALT LAKE CITY, UT, 84114
16	13-039-0063	UTAH DEPARTMENT OF TRANSPORTATION	RIGHT OF WAY, 4TH FLOOR	BOX 148420	SALT LAKE CITY, UT, 84114
17	13-039-0064	UTAH DEPARTMENT OF TRANSPORTATION	RIGHT OF WAY, 4TH FLOOR	BOX 148420	SALT LAKE CITY, UT, 84114
18	13-041-0007	EDDINGS, JEFFERY P & STACEY L	2645 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
19	13-041-0014	UTAH STATE ROAD COMMISSION	4501 SOUTH 2700 WEST 4TH FLOOR		SALT LAKE CITY, UT, 84119
20	13-041-0056	EDDINGS, JEFFERY P & STACEY L	2645 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
21	13-041-0091	DAVIS & WEBER COUNTIES CANAL COMPANY	138 WEST 1300 NORTH		SUNSET, UT, 84015
22	13-041-0092	UTAH DEPARTMENT OF TRANSPORTATION	REGION ONE HEADQUARTERS	166 WEST SOUTHWELL STREET	OGDEN, UT, 84404
23	13-041-0114	UTAH DEPARTMENT OF TRANSPORTATION	REGION ONE HEADQUARTERS	166 WEST SOUTHWELL STREET	OGDEN, UT, 84404
24	13-041-0115	DEER RUN INVESTMENTS LLC	7870 SOUTH 2700 EAST		SOUTH WEBER, UT, 84405
25	13-041-0136	WESTBROEK, KIM & SUSAN	2625 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
26	13-041-0137	BITTON, DOUGLAS K & ANN	2635 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
27	13-177-0001	BELNAP, GREGG B & ROBIN E - TRUSTEES	2360 EAST 8100 SOUTH		SOUTH WEBER, UT, 84405-9469
28	13-177-0008	LOMBARDI, LIANA F & RICKY L	7855 SOUTH 2600 EAST		SOUTH WEBER, UT, 84405
29	13-177-0009	BELNAP, GREGG L & ROBIN E	2360 EAST 8100 SOUTH		SOUTH WEBER, UT, 84405-9469
30	13-292-0001	HIGHMARK CHARTER SCHOOL	2467 EAST SOUTH WEBER DR		SOUTH WEBER, UT, 84405
31	13-306-0201	MAVERIK INC	185 SOUTH STATE ST STE 800		SALT LAKE CITY, UT, 84111-1549
32	13-306-0202	MURRAY FAMILY HOLDINGS LLC	1907 NORTH 400 WEST		CENTERVILLE, UT, 84014



#	PARCEL ID	OWNER	MAILING ADDRESS 1	MAILING ADDRESS 2	CITY, ST, ZIP
1	13-034-0021	AUSTIN, DOUGLAS W & DIANE L--TRUSTEES	2550 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
2	13-177-0009	BELNAP, GREGG L & ROBIN E	2360 EAST 8100 SOUTH		SOUTH WEBER, UT, 84405-9469
3	13-041-0137	BITTON, DOUGLAS K & ANN	2635 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
4	13-041-0091	DAVIS & WEBER COUNTIES CANAL COMPANY	138 WEST 1300 NORTH		SUNSET, UT, 84015
5	13-041-0115	DEER RUN INVESTMENTS LLC	7870 SOUTH 2700 EAST		SOUTH WEBER, UT, 84405
6	13-036-0100	DICKAMORE, THEODORE E & SIEGLINDE - TRUSTEES	C/O ROBIN BELNAP	2360 EAST 8100 SOUTH	SOUTH WEBER, UT, 84405-9469
7	13-041-0007	EDDINGS, JEFFERY P & STACEY L	2645 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
8	13-036-0104	FATOVIC, VINKO	2575 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
9	13-034-0059	FERNELIUS, MARK C	2470 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
10	13-034-0024	GIRRES, GARY E & SHARON	2540 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
11	13-292-0001	HIGHMARK CHARTER SCHOOL	2467 EAST SOUTH WEBER DR		SOUTH WEBER, UT, 84405
12	13-177-0008	LOMBARDI, LIANA F & RICKY L	7855 SOUTH 2600 EAST		SOUTH WEBER, UT, 84405
13	13-306-0201	MAVERIK INC	185 SOUTH STATE ST STE 800		SALT LAKE CITY, UT, 84111-1549
14	13-034-0065	MURRAY FAMILY INVESTMENTS LLC	C/O DANNY LEE MURRAY	1907 NORTH 400 WEST	CENTERVILLE, UT, 84014
15	13-036-0069	POLL, FARRELL DON & SHERRY LEE	2316 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
16	13-036-0020	POLL, LORI ANN - TRUSTEE	2555 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
17	13-034-0064	POLSON, KEVIN J & CAMBRIA	2590 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
18	13-039-0014	SCHREIFELS, SHALEE A	2610 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
19	13-039-0055	SOUTH WEBER DEVELOPMENT PARTNERS LLC	6472 WILLOW CREEK RD		MOUNTAIN GREEN, UT, 84050
20	13-034-0049	UTAH DEPARTMENT OF TRANSPORTATION	RIGHT OF WAY, 4TH FLOOR	BOX 148420	SALT LAKE CITY, UT, 84114
21	13-041-0092	UTAH DEPARTMENT OF TRANSPORTATION	REGION ONE HEADQUARTERS	166 WEST SOUTHWELL STREET	OGDEN, UT, 84404
22	13-041-0014	UTAH STATE ROAD COMMISSION	4501 SOUTH 2700 WEST 4TH FLOOR		SALT LAKE CITY, UT, 84119
23	13-034-0022	WESSMAN, BRANDON TROY & KALIE LYNNE	2560 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
24	13-041-0136	WESTBROEK, KIM & SUSAN	2625 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405



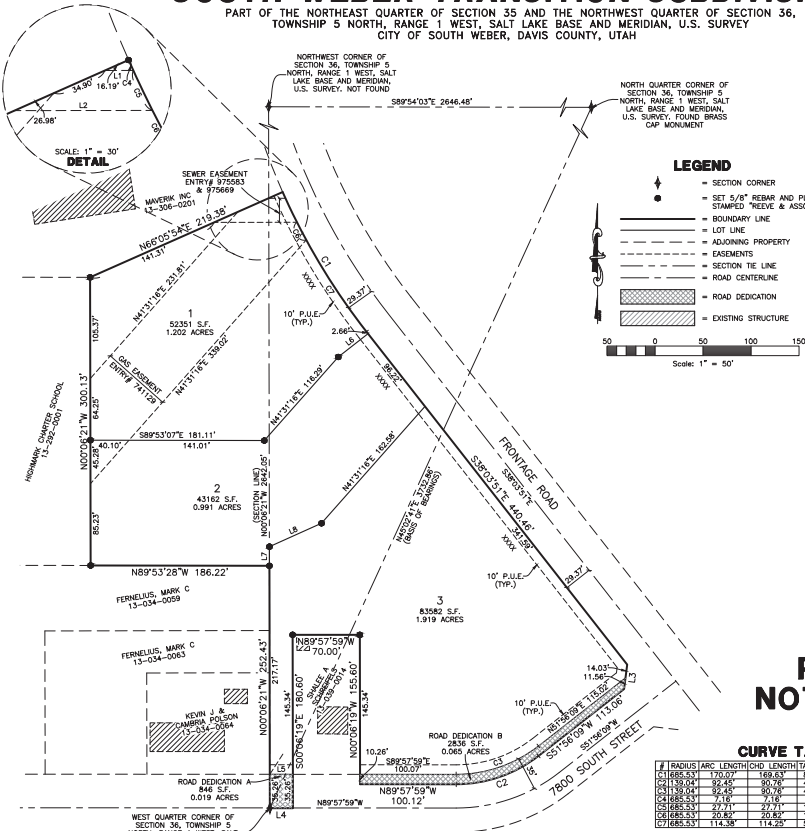




SHEET 1 OF 1

# 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

Scale: 1" = 50'

## 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 3/4" 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 N08°08'21"W 252.43 FEET; THENCE N89°53'28"W 186.22 FEET; THENCE N08°08'21"W 300.13 FEET; THENCE N89°53'28"W 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 865.53 FEET, AN ARC LENGTH OF 170.07 FEET, A DELTA ANGLE OF 141°25'17"; A CHORD BEARING OF S30°57'28"E, AND A CHORD LENGTH OF 169.43 FEET; AND (2) S30°57'28"E 448.48 FEET; THENCE S07°17'59"W 25.59 FEET; THENCE S01°50'09"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 S79°59'05"W, AND A CHORD LENGTH OF 80.76 FEET; THENCE N89°57'59"W 100.12 FEET; THENCE N08°08'19"W 100.60 FEET; THENCE N89°57'59"W 70.00 FEET; THENCE S00°08'18"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

# PRELIMINARY PLAT NOT FOR RECORDATION

## CURVE TABLE

#	RADIUS	ARC LENGTH	CHORD LENGTH	TANGENT	CHORD BEARING	DELTA
1	865.53	170.07	169.43	88.47	S30°57'28"E	141°25'17"
2	139.04	92.45	80.76	48.01	S79°59'05"W	38°05'52"
3	139.04	92.45	80.76	48.01	S79°59'05"W	38°05'52"
4	139.04	92.45	80.76	48.01	S79°59'05"W	38°05'52"
5	139.04	92.45	80.76	48.01	S79°59'05"W	38°05'52"
6	139.04	92.45	80.76	48.01	S79°59'05"W	38°05'52"
7	139.04	92.45	80.76	48.01	S79°59'05"W	38°05'52"
8	139.04	92.45	80.76	48.01	S79°59'05"W	38°05'52"
9	139.04	92.45	80.76	48.01	S79°59'05"W	38°05'52"
10	139.04	92.45	80.76	48.01	S79°59'05"W	38°05'52"

## LINE TABLE

LINE	BEARING	LENGTH
1	N08°08'21"W	252.43
2	N89°53'28"W	186.22
3	N08°08'21"W	300.13
4	N89°53'28"W	219.38
5	N89°53'28"W	219.38
6	N89°53'28"W	219.38
7	N89°53'28"W	219.38
8	N89°53'28"W	219.38
9	N89°53'28"W	219.38
10	N89°53'28"W	219.38

## SOUTH WEBER CITY PLANNING COMMISSION

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

"SOUTH WEBER CITY MAYOR" ATTEST: CITY RECORDER

## SOUTH WEBER CITY ATTORNEY

APPROVED BY THE SOUTH WEBER CITY ATTORNEY THIS \_\_\_\_\_ 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 SECTIONS 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 PUBLIC RECORDS OF THE COUNTY OF SAID COUNTY, UTAH, AND FROM SAID SURVEY MADE BY ME ON THE GROUND. I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF SAID COUNTY, UTAH, REGARDING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
9031945  
UTAH LICENSE NUMBER



## OWNER'S 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 DEDICATED 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, \_\_\_\_\_

## BASINEMENT APPROVAL

THIS PLAT IS HEREBY APPROVED BY:  
RIVERDALE BENCH CANAL COMPANY DATE  
CENTRAL WEBER SEWER DISTRICT DATE  
WEBER BASIN WATER CONSERVANCY DISTRICT DATE  
PACIFICORP DATE

## PROJECT INFORMATION

Surveyor: I. HATCH  
Project Name: SOUTH WEBER TRANSITION SUBD.  
Design: J. ANDERSON  
Number: 1195-06  
Revision: 1-5-07  
Begin Date: 1-21-2008  
Checkdate:



## DAVIS COUNTY RECORDER

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

E 3154625 B 7244 P 1272-1273  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
4/18/2019 3:53:00 PM  
FEE \$12.00 Pgs: 2  
DEP eCASH REC'D FOR BENNETT TUELLER J

When recorded, return to:  
Danny Lee Murray  
1907 North 400 West  
Centerville, UT 84014

Parcel No. 13-034-0065

## **Warranty Deed**

**Danny Lee Murray, Successor Trustee of THE JULIE A. MURRAY REVOCABLE TRUST u/a/d June 28, 2011 ("Grantor")**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby conveys and warrants to **MURRAY FAMILY INVESTMENTS LLC, a Utah limited liability company ("Grantee")**, the following described tract of land situated in South Weber, Davis County, Utah:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING THENCE NORTH 00°06'21" WEST ALONG THE SECTION LINE 252.43 FEET; THENCE NORTH 89°53'28" WEST 186.22 FEET; THENCE NORTH 00°06'21" WEST 300.13 FEET TO A CORNER OF LOT 201, HIGHMARK SUBDIVISION 1ST AMENDMENT; THENCE NORTH 66°05'54" EAST 219.38 FEET TO THE WEST RIGHT-OF-WAY LINE OF A FRONTAGE ROAD; THENCE SOUTHERLY 170.07 FEET ALONG SAID WEST LINE AND ALONG A 685.76-FOOT-RADIUS CURVE TO THE LEFT (CHORD BEARING AND DISTANCE = SOUTH 30°57'27" EAST 169.63 FEET); THENCE SOUTH 38°03'51" EAST 440.46 FEET ALONG SAID WEST LINE; THENCE SOUTH 07°17'59" WEST 25.59 FEET TO THE NORTH LINE OF 7800 SOUTH STREET; THENCE SOUTH 51°56'09" WEST 113.06 FEET ALONG SAID NORTH LINE TO A POINT OF CURVATURE OF A 139.04-FOOT RADIUS CURVE TO THE RIGHT; THENCE WESTERLY ALONG SAID NORTH LINE AND THE ARC OF SAID CURVE FOR A DISTANCE OF 92.45 FEET, (CHORD BEARING AND DISTANCE = SOUTH 70°59'05" WEST 90.76 FEET); THENCE NORTH 89°57'59" WEST 100.12 FEET ALONG SAID NORTH LINE; THENCE NORTH 00°06'19" WEST 155.60 FEET; THENCE NORTH 89°57'59" WEST 70.00 FEET; THENCE SOUTH 00°06'19" EAST 180.60 FEET TO THE WESTERLY QUARTER SECTION LINE OF SECTION 36 OF SAID TOWNSHIP AND RANGE; THENCE NORTH 89°57'59" WEST 24.00 FEET ALONG SAID QUARTER SECTION LINE TO THE POINT OF BEGINNING.

CONTAINS 4.196 ACRES.

Subject to taxes and assessments not yet delinquent and easements, restrictions, rights of way, and reservations of record.

WITNESS the hand of said Grantor this 12<sup>th</sup> day of April, 2019.

**GRANTOR:**

THE JULIE A. MURRAY REVOCABLE TRUST  
u/a/d June 28, 2011

By:

Danny Lee Murray  
Danny Lee Murray, Successor Trustee

STATE OF UTAH                    }  
  } ss.  
COUNTY OF Davis         }

Danny Lee Murray, as successor trustee of The Julie A. Murray Revocable Trust u/a/d June 28, 2011, known to me (or proved on the basis of sufficient identification) to be the person whose name appears above, personally appeared before me and acknowledged the foregoing instrument this 12 day of April, 2019.

Michelle Rhodes  
Notary Public







*First American*

# Commitment

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-994023-SLC1

### COMMITMENT FOR TITLE INSURANCE

Issued By

***FIRST AMERICAN TITLE INSURANCE COMPANY***

### NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

**If this jacket was created electronically, it constitutes an original document.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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*First American*

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-994023-SLC1

### ***Transaction Identification Data for reference only:***

Issuing Agent: First American Title Insurance Company National Commercial Services

Commitment No.: NCS-994023-SLC1

Revision No.:

Issuing Office: 215 South State Street, Ste. 380, Salt Lake City, UT 84111

Escrow Officer: Cathy Prestwich

Email: cprestwich@firstam.com

Issuing Office File No.: NCS-994023-SLC1

### **SCHEDULE A**

1. Commitment Date: December 10, 2019 at 8:00 AM
2. Policy to be Issued:
  - (a) ☒ ALTA® Standard Owner's Policy of Title Insurance  
Proposed Insured: **M3 Management LLC**  
Proposed Policy Amount: \$ **305,000.00** Premium: \$1,531.00
  - (b) ☐ ALTA® Loan Policy of Title Insurance  
Proposed Insured:  
Proposed Policy Amount: \$ Premium: \$
  - (c) ☐ ALTA® Policy  
Proposed Insured:  
Proposed Policy Amount: \$ Premium: \$
  - (d) Endorsements Premium: \$
3. The estate or interest in the Land described or referred to in this Commitment is

### **Fee Simple**

4. The Title is, [at the Commitment Date, vested in:](#)

**Murray Family Investments LLC, a Utah limited liability company**

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5. The Land is described as follows: Real property in the County of Davis, State of UT, described as follows:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING THENCE NORTH 00°06'21" WEST ALONG THE SECTION LINE 252.43 FEET; THENCE NORTH 89°53'28" WEST 186.22 FEET; THENCE NORTH 00°06'21" WEST 300.13 FEET TO A CORNER OF LOT 201, HIGHMARK SUBDIVISION 1ST AMENDMENT; THENCE NORTH 66°05'54" EAST 219.38 FEET TO THE WEST RIGHT-OF-WAY LINE OF A FRONTAGE ROAD; THENCE SOUTHERLY 170.07 FEET ALONG SAID WEST LINE AND ALONG A 685.76-FOOT-RADIUS CURVE TO THE LEFT (CHORD BEARING AND DISTANCE = SOUTH 30°57'27" EAST 169.63 FEET); THENCE SOUTH 38°03'51" EAST 440.46 FEET ALONG SAID WEST LINE; THENCE SOUTH 07°17'59" WEST 25.59 FEET TO THE NORTH LINE OF 7800 SOUTH STREET; THENCE SOUTH 51°56'09" WEST 113.06 FEET ALONG SAID NORTH LINE TO A POINT OF CURVATURE OF A 139.04-FOOT RADIUS CURVE TO THE RIGHT; THENCE WESTERLY ALONG SAID NORTH LINE AND THE ARC OF SAID CURVE FOR A DISTANCE OF 92.45 FEET, (CHORD BEARING AND DISTANCE = SOUTH 70°59'05" WEST 90.76 FEET); THENCE NORTH 89°57'59" WEST 100.12 FEET ALONG SAID NORTH LINE; THENCE NORTH 00°06'19" WEST 155.60 FEET; THENCE NORTH 89°57'59" WEST 70.00 FEET; THENCE SOUTH 00°06'19" EAST 180.60 FEET TO THE WESTERLY QUARTER SECTION LINE OF SECTION 36 OF SAID TOWNSHIP AND RANGE; THENCE NORTH 89°57'59" WEST 24.00 FEET ALONG SAID QUARTER SECTION LINE TO THE POINT OF BEGINNING.

Said property is also known by the street address of:  
No Situs Address, South Weber, UT

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*First American*

## Schedule BI & BII

### ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-994023-SLC1

#### SCHEDULE B, PART I

##### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Provide releases, reconveyances, or other instruments, acceptable to the Company, including payment of any amounts due, removing the encumbrances shown in Schedule B, Part II that are objectionable to the Proposed Insured.
6. Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
7. Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.

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**First American**

## **Schedule BI & BII (Cont.)**

### **ALTA Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company**

File No: NCS-994023-SLC1

#### **SCHEDULE B, PART II**

##### **Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interest or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances or claims thereof, not shown by the Public Record.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and not shown in the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Record.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

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8. 2019 general property taxes were paid in the amount of \$9,066.52 . Tax Parcel No. 13-034-0065
9. Any charge upon the land by reason of its inclusion in South Weber City and Central Weber Sewer Improvement District.
10. Reservations contained in that certain Patent recorded October 19, 1889 as Entry No. [4736](#) in Book K of Deeds at Page 588 of Official Records.
11. Reservations in State Patents (State of Utah)
  - a) recorded: November 19, 1898, as Entry No. [101](#), in [Book J of Deeds, at Page 338](#); and
  - b) recorded September 18, 1912 as Entry No. [19487](#) in [Book Z of Deeds, at Page 55](#);
 which state in part, including without limitation:

excepting and reserving to the State of Utah a permanent easement across the property for sewer purposes. subject to any valid, existing rights of way of the public of any kind and any right, interest, reservation, or exception appearing of record, and subject also to all rights of way for highways, ditches, tunnels, and telephone and transmission lines that have been or may be constructed by the united states as provided by statute.

12. An easement for the right to lay, maintain, inspect, operate, replace, change or remove a pipeline for the transportation of oil, gas gasoline or other petroleum products and also the right to erect, install, maintain, inspect, operate and remove telegraph and telephone lines and the equipment and apparatus therefor and incidental purposes, the exact location of which was not disclosed, as created in favor of Utah Oil Refining Company by Right of Way Contract recorded December 11, 1939 as Entry No. [72736](#) in [Book M of Liens and Leases at Page 331](#) of Official Records.

NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of an incomplete legal description.

Assignment by Utah Oil Refining Company, a Utah corporation to Utah Oil Refining Company, a Delaware corporation recorded November 3, 1956 as Entry No. [161355](#) in Book 114 at Page 394 of Official Records.

Assignment by Utah Oil Refining Company, a Delaware corporation to Service Pipe Line Company, a Maine corporation recorded March 3, 1959 as Entry No. [174821](#) in Book 138 at Page 358 of Official Records.

Assignments to Rocky Mountain Pipeline System LLC, a Delaware limited liability company, as Assignee, recorded August 12, 2002 as Entry Nos. [1777087](#) and [1777088](#) in Book 3102 at Pages 613 and 696 of Official Records.

13. An easement for the right to lay, maintain, inspect, operate, replace, change or remove a pipeline for the transportation of oil, gas gasoline or other petroleum products and also the right to erect, install, maintain, inspect, operate and remove telegraph and telephone lines and the equipment and apparatus therefor and incidental purposes, the exact location of which was not disclosed, as created in favor of Utah Oil Refining Company by Right of Way Contract recorded December 11, 1939 as Entry No. [72762](#) in Book M of Liens and Leases at Page 365 of Official Records.

NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of an incomplete legal description.

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Assignment by Utah Oil Refining Company, a Utah corporation to Utah Oil Refining Company, a Delaware corporation recorded November 3, 1956 as Entry No. [161355](#) in Book 114 at Page 394 of Official Records.

Assignment by Utah Oil Refining Company, a Delaware corporation to Service Pipe Line Company, a Maine corporation recorded March 3, 1959 as Entry No. [174821](#) in Book 138 at Page 358 of Official Records.

Assignments to Rocky Mountain Pipeline System LLC, a Delaware limited liability company, as Assignee, recorded August 12, 2002 as Entry Nos. [1777087](#) and [1777088](#) in Book 3102 at Pages 613 and 696 of Official Records.

14. An easement over, across or through the land for the right to lay, maintain, inspect, operate, protect, repair, replace and remove a pipe line for the transportation of liquids and/or gases, and further the right to construct, maintain, operate, repair and remove communication system and equipment and apparatus therefor, to be used in connection with any pipe line hereafter constructed by said Grantee and incidental purposes, as granted to Pioneer Pipe Line Company by Instrument recorded September 2, 1952 as Entry No. [125268](#) in Book 41 at Page 573 of Official Records.

NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of an incomplete legal description.

15. An easement over, across or through the land for the right to lay, maintain, inspect, operate, protect, repair, replace and remove a pipe line for the transportation of liquids and/or gases, and further the right to construct, maintain, operate, repair and remove communication system and equipment and apparatus therefor, to be used in connection with any pipe line hereafter constructed by said Grantee and incidental purposes, as granted to Pioneer Pipe Line Company, a Delaware corporation, a Delaware corporation, its successors and assigns by Instrument recorded September 2, 1952 as Entry No. [125269](#) in Book 41 at Page 576 of Official Records.

NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of an incomplete legal description.

16. Reservations contained in that certain Patent recorded August 09, 1965 as Entry No. [286957](#) in Book 323 at Page 409 of Official Records.
17. Easement, in favor of Pioneer Pipe Line Company, its successors and assigns, the right to construct, maintain, operate, repair, rebuild and remove underground communication cables, and such other facilities and appurtenances as may time to time be necessary to the proper installation, operation, and maintenance of such cables, hereafter constructed by said Grantee and incidental purposes, recorded June 19, 1986 as Entry No. [741129](#) in Book 1095 at Page 386 of Official Records.
18. An easement for a 25-foot wide permanent easement and right of way for the installation, maintenance, repair or replacement of a sewer system pipeline and incidental purposes, the exact location of which was not disclosed, as created in favor of The Savage Companies by Agreement and Grant of Easement recorded June 3, 1992 as Entry No. [975583](#) in Book 1502 at Page 323 of Official Records.

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19. An easement for a 25-foot wide permanent easement and right of way for the installation, maintenance, repair or replacement of a sewer system pipeline and incidental purposes, the exact location of which was not disclosed, as created in favor of The Savage Companies by Agreement and Grant of Easement recorded June 4, 1992 as Entry No. [975669](#) in Book 1502 at Page 597 of Official Records.
20. Perpetual Easements in favor of the Utah Department of Transportation, for purposes including construction thereon cut and/or fill slopes and appurtenant parts thereof, to facilitate the construction of a frontage road, incident to the widening of existing State Highway 89 known as Project No. 0089, as created by Final Order of Condemnation, recorded November 13, 2003 as Entry No. [1931798](#) in Book 3416 at Page 192 of Official Records.
21. Vehicular access is limited to openings permitted by the Utah State Department of Transportation, as defined for subject land by Final Order of Condemnation, recorded November 13, 2003 as Entry No. [1931798](#) in Book 3416 at Page 192 of Official Records, and/or in accordance with Section 41-6a-714, Utah Code Annotated, as amended 2005.
22. Development Agreement, by and between Staker & Parson Companies and South Weber City, a municipal corporation of the State of Utah, and the terms, covenants, conditions and restrictions thereof, recorded March 12, 2004 as Entry No. [1969513](#) in Book 3495 at Page 266 of Official Records.
23. Underground Right of Way Easement, in favor of PacifiCorp, an Oregon corporation d/b/a Rocky Mountain Power, its successors and assigns, for electric power transmission and distribution lines and facilities and appurtenances and incidental rights, according to the terms, covenants, conditions and grants therein, recorded September 21, 2011 as Entry No. [2617075](#) in Book 5362 at Page 623 of Official Records.
24. Exceptions, Reservations and Restrictions, as set forth in that certain Special Warranty Deed recorded August 19, 2014 as Entry No. [2818995](#) in Book 6084 at Page 364 of Official Records.
25. The [State Construction Registry](#) discloses the following Preliminary Notice(s): (None found Within the last 12 months)

\*\*\*

The name(s) **M3 Management LLC; Murray Family Holdings LLC; Murray Family Investments LLC; Danny Lee Murray (Trustee & Individually); and The Julie A. Murray Revocable Trust**, has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

NOTE: Said names were checked, exactly as shown, for judgments, State and Federal tax liens, and bankruptcies. No other variations of said names were checked, including any other possible aka's, dba's and/or partners.

\*\*\*

**Title inquiries should be directed to Greg Holbrook at [gholbrook@firstam.com](mailto:gholbrook@firstam.com)**

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## PRIVACY POLICY

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at [www.firstam.com](http://www.firstam.com).

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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## Dan Murray

---

**From:** Lance Dunkley <Lance.Dunkley@maverik.com>  
**Sent:** Thursday, May 30, 2019 12:46 PM  
**To:** Dan Murray  
**Cc:** Brad McDougal; Todd Meyers; Tom Schofield  
**Subject:** RE: South Weber

Dan,

Hope you are well. It's good to hear from you, and we hope that life is treating you well.

We are looking into this request. I agree with your assessment below on use. If we provide access through the property we would look for a couple of things. First, as you mention, this is not a pure retail location, given that it's not on South Weber Blvd or Hwy 89. But, we would look for a use restriction so that we are not providing access to a competing business like what happened to Jacksons in Boise. Second, we would hold on to the easement until we are sure that the project is moving forward. Third, we would want the easement to be specific to the owner and use so any change in either would trigger a termination of the easement. Fourth, we would need cost sharing as described by you below, and possibly some reimbursement if any costs are required on our end.

Let me know if your buyer is agreeable to these terms and we can start working with him.

Best,

Lance

**From:** Dan Murray <dan.murray@murrayfamilyinvestments.com>  
**Sent:** Tuesday, May 28, 2019 1:27 PM  
**To:** Lance Dunkley <Lance.Dunkley@maverik.com>  
**Cc:** Brad McDougal <Brad.McDougal@maverik.com>; Todd Meyers <Todd.Meyers@maverik.com>  
**Subject:** South Weber

**CAUTION:** This is an external email. STOP and THINK before you click!

Hi Lance (Brad and Todd),

I am under contract to sell the 4.2 acre parcel in South Weber that is contiguous to the south of the South Weber Maverik store. I'm pretty excited about their plans and think that you'll also be happy with what they are proposing. Attached is a copy of their concept plan.

As a little foundation, the city has long been adamant that this property be developed commercially (retail), but the property has challenges such as the 3 gasoline pipelines that cut through the property, the lack of frontage on either South Weber Drive or Highway 89, it's very irregular shape, etc. I've been "preaching" to the city that in my opinion this parcel is better suited for a lower density multifamily use. The city's attitude is shifting and I believe they will be accepting of this proposal.

As you can see by the plan it includes 22 townhouses and 19 flex units. The townhouses are independent of the flex units and roadways do not connect. As is always the case the city is asking that driveways are consolidated and their



proposal has one of the access points for the flex space connecting to the access and public utility aisle that runs behind the Maverik. Their second access is onto the frontage road. These units are generally around 1,800 square feet and are geared towards contractors, salesmen who need some storage, limited retailing could occur at the units, but parking, visibility, etc. are not geared for pure retailing.

Do you have any reservations about their circulation roadway connecting with the drive aisle behind the Maverik? I suspect their likely tenants would be a great match with Maverik's customer profile. I also suspect traffic from these flex units will mirror traffic patterns for most light industrial uses. For your reference I have also attached a copy of the Amended subdivision plat that created the Maverik parcel and identifies the 30' ingress/egress and PUE. Their application will require rezoning and you'll receive notices from the city as their application is being processed. Also, Nate Reeve is the project engineer and you can reach out to Nate with questions.

If you have concerns about their roadway connecting to the drive aisle, can you call me? If you don't have any issues can you provide me or Mike Ford (the developer) written confirmation? Obviously include in the preliminary approval the requirement that costs associated with the connection and alterations be paid by the developer, with all necessary permits and approvals, etc. and that they share in maintenance expenses associated with the shared driveway. I believe this should be documented with an easement but for the time being a simple letter stating your support is sufficient. I trust you'll welcome this proposal, but if you have any concerns please call me.

I hope all is well.

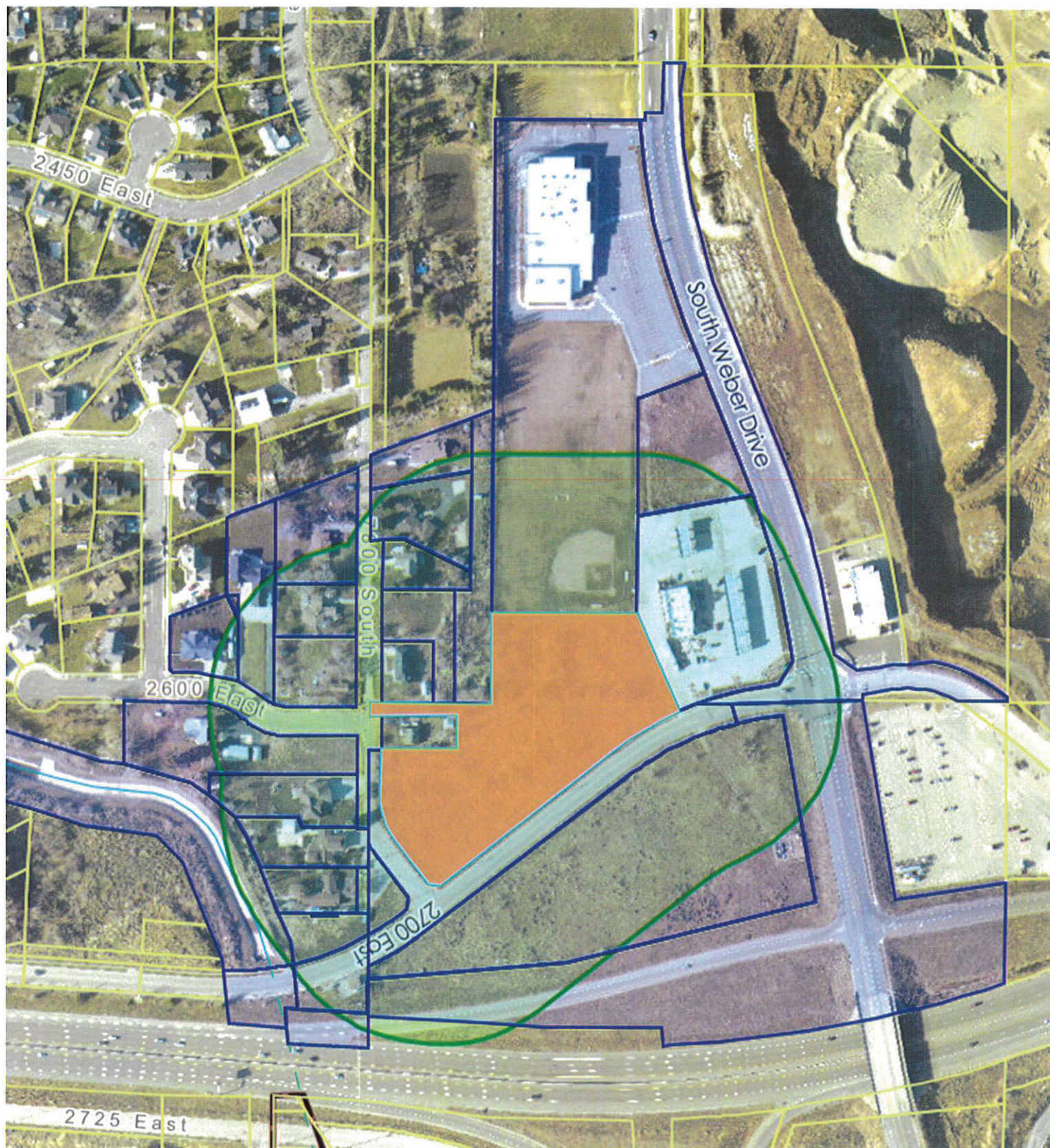
Dan L Murray  
Manager, Murray Family Investments, LLC  
(801) 910-7102

#	PARCEL ID	OWNER	MAILING ADDRESS 1	MAILING ADDRESS 2	CITY, ST, ZIP
1	13-034-0021	AUSTIN, DOUGLAS W & DIANE L--TRUSTEES	2550 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
2	13-034-0022	WESSMAN, BRANDON TROY & KALIE LYNNE	2560 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
3	13-034-0024	GIRRES, GARY E & SHARON	2540 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
4	13-034-0049	UTAH DEPARTMENT OF TRANSPORTATION	RIGHT OF WAY, 4TH FLOOR	BOX 148420	SALT LAKE CITY, UT, 84114
5	13-034-0059	FERNELIUS, MARK C	2470 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
6	13-034-0063	FERNELIUS, MARK C	2470 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
7	13-034-0064	POLSON, KEVIN J & CAMBRIA	2590 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
8	13-034-0065	MURRAY FAMILY INVESTMENTS LLC	C/O DANNY LEE MURRAY	1907 NORTH 400 WEST	CENTERVILLE, UT, 84014
9	13-036-0020	POLL, LORI ANN - TRUSTEE	2555 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
10	13-036-0069	POLL, FARRELL DON & SHERRY LEE	2316 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
11	13-036-0100	DICKAMORE, THEODORE E & SIEGLINDE - TRUSTEES	C/O ROBIN BELNAP	2360 EAST 8100 SOUTH	SOUTH WEBER, UT, 84405-9469
12	13-036-0104	FATOVIC, VINKO	2575 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
13	13-039-0014	SCHREIFELS, SHALEE A	2610 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
14	13-039-0055	SOUTH WEBER DEVELOPMENT PARTNERS LLC	6472 WILLOW CREEK RD		MOUNTAIN GREEN, UT, 84050
15	13-039-0061	UTAH DEPARTMENT OF TRANSPORTATION	RIGHT OF WAY, 4TH FLOOR	BOX 148420	SALT LAKE CITY, UT, 84114
16	13-039-0063	UTAH DEPARTMENT OF TRANSPORTATION	RIGHT OF WAY, 4TH FLOOR	BOX 148420	SALT LAKE CITY, UT, 84114
17	13-039-0064	UTAH DEPARTMENT OF TRANSPORTATION	RIGHT OF WAY, 4TH FLOOR	BOX 148420	SALT LAKE CITY, UT, 84114
18	13-041-0007	EDDINGS, JEFFERY P & STACEY L	2645 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
19	13-041-0014	UTAH STATE ROAD COMMISSION	4501 SOUTH 2700 WEST 4TH FLOOR		SALT LAKE CITY, UT, 84119
20	13-041-0056	EDDINGS, JEFFERY P & STACEY L	2645 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
21	13-041-0091	DAVIS & WEBER COUNTIES CANAL COMPANY	138 WEST 1300 NORTH		SUNSET, UT, 84015
22	13-041-0092	UTAH DEPARTMENT OF TRANSPORTATION	REGION ONE HEADQUARTERS	166 WEST SOUTHWELL STREET	OGDEN, UT, 84404
23	13-041-0114	UTAH DEPARTMENT OF TRANSPORTATION	REGION ONE HEADQUARTERS	166 WEST SOUTHWELL STREET	OGDEN, UT, 84404
24	13-041-0115	DEER RUN INVESTMENTS LLC	7870 SOUTH 2700 EAST		SOUTH WEBER, UT, 84405
25	13-041-0136	WESTBROEK, KIM & SUSAN	2625 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
26	13-041-0137	BITTON, DOUGLAS K & ANN	2635 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
27	13-177-0001	BELNAP, GREGG B & ROBIN E - TRUSTEES	2360 EAST 8100 SOUTH		SOUTH WEBER, UT, 84405-9469
28	13-177-0008	LOMBARDI, LIANA F & RICKY L	7855 SOUTH 2600 EAST		SOUTH WEBER, UT, 84405
29	13-177-0009	BELNAP, GREGG L & ROBIN E	2360 EAST 8100 SOUTH		SOUTH WEBER, UT, 84405-9469
30	13-292-0001	HIGHMARK CHARTER SCHOOL	2467 EAST SOUTH WEBER DR		SOUTH WEBER, UT, 84405
31	13-306-0201	MAVERIK INC	185 SOUTH STATE ST STE 800		SALT LAKE CITY, UT, 84111-1549
32	13-306-0202	MURRAY FAMILY HOLDINGS LLC	1907 NORTH 400 WEST		CENTERVILLE, UT, 84014

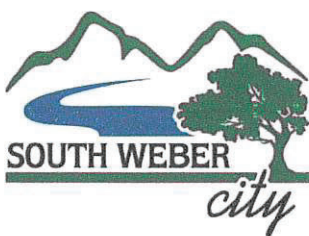


#	PARCEL ID	OWNER	MAILING ADDRESS 1	MAILING ADDRESS 2	CITY, ST, ZIP
1	13-034-0021	AUSTIN, DOUGLAS W & DIANE L--TRUSTEES	2550 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
2	13-177-0009	BELNAP, GREGG L & ROBIN E	2360 EAST 8100 SOUTH		SOUTH WEBER, UT, 84405-9469
3	13-041-0137	BITTON, DOUGLAS K & ANN	2635 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
4	13-041-0091	DAVIS & WEBER COUNTIES CANAL COMPANY	138 WEST 1300 NORTH		SUNSET, UT, 84015
5	13-041-0115	DEER RUN INVESTMENTS LLC	7870 SOUTH 2700 EAST		SOUTH WEBER, UT, 84405
6	13-036-0100	DICKAMORE, THEODORE E & SIEGLINDE - TRUSTEES	C/O ROBIN BELNAP	2360 EAST 8100 SOUTH	SOUTH WEBER, UT, 84405-9469
7	13-041-0007	EDDINGS, JEFFERY P & STACEY L	2645 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
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9	13-034-0059	FERNELIUS, MARK C	2470 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
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11	13-292-0001	HIGHMARK CHARTER SCHOOL	2467 EAST SOUTH WEBER DR		SOUTH WEBER, UT, 84405
12	13-177-0008	LOMBARDI, LIANA F & RICKY L	7855 SOUTH 2600 EAST		SOUTH WEBER, UT, 84405
13	13-306-0201	MAVERIK INC	185 SOUTH STATE ST STE 800		SALT LAKE CITY, UT, 84111-1549
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16	13-036-0020	POLL, LORI ANN - TRUSTEE	2555 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
17	13-034-0064	POLSON, KEVIN J & CAMBRIA	2590 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
18	13-039-0014	SCHREIFELS, SHALEE A	2610 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
19	13-039-0055	SOUTH WEBER DEVELOPMENT PARTNERS LLC	6472 WILLOW CREEK RD		MOUNTAIN GREEN, UT, 84050
20	13-034-0049	UTAH DEPARTMENT OF TRANSPORTATION	RIGHT OF WAY, 4TH FLOOR	BOX 148420	SALT LAKE CITY, UT, 84114
21	13-041-0092	UTAH DEPARTMENT OF TRANSPORTATION	REGION ONE HEADQUARTERS	166 WEST SOUTHWELL STREET	OGDEN, UT, 84404
22	13-041-0014	UTAH STATE ROAD COMMISSION	4501 SOUTH 2700 WEST 4TH FLOOR		SALT LAKE CITY, UT, 84119
23	13-034-0022	WESSMAN, BRANDON TROY & KALIE LYNNE	2560 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405
24	13-041-0136	WESTBROEK, KIM & SUSAN	2625 EAST 7800 SOUTH		SOUTH WEBER, UT, 84405









1600 E. South Weber Drive  
South Weber, UT 84405

www.southwebercity.com

801-479-3177  
FAX 801-479-0066

## UTILITY NOTIFICATION FORM

If a utility cannot be reached to sign this form, a letter stating service will be provided from that utility is acceptable, provided the same plans have been shown to all utilities. Utilities will be notified by email when the preconstruction meeting is being held.

Developer: Dan L. Murray Phone: (801) 910-7102  
Subdivision: S.W. Transition Sub. Phase \_\_\_\_\_ of Total \_\_\_\_\_  
Approximate location: S.W. Drive & Frontage Rd Number of Lots: 3  
Parcel Number (s): 13-034-0065  
Type: \* ☐ Residential ☐ Commercial PUD: ☐ yes ☒ no

\* Commercial, LI, and RM7

### Century Link

✓ Name: See attached letter Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Comcast Cable TV

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### ✓ Dominion Energy

Name: See attached letter Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Rocky Mountain Power (PacifiCorp)

Name: See attached letter Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Plans presented should present the following date and stamp:

--





January 29, 2020

Dan Murray  
801-910-7102  
Murray Family Investments  
1907 N 400 W, Centerville, UT 84014

To Whom It May Concern;

This letter is to verify that Comcast service is available to the South Weber Transition Subdivision located at approximately 2700 E South Weber Dr, South Weber, Utah. Comcast will generally provide all materials and labor to provide broad band services from the property line to the point of service, in a trench provided by the property owner.

The cost of installation, construction and provision of cable service will be part of the contract negotiations with the Owner of the Property or a designated representative. This letter is not to be considered a contract or guarantee of service. Furthermore, all permits, licenses and rights of access must be provided by the Owner prior to any provision of services.

Please be advised that we require a minimum of 90 days for project approvals and construction after we receive a signed contract.

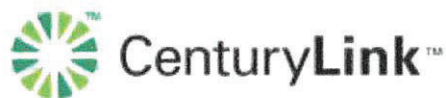
Please contact Sean Sperry at 801-401-2536 for services available and with any contractual concerns.

We look forward to working with you on this Project; please feel free to contact me at 801-401-3017 with any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Elysia Valdez", written over a horizontal line.

Elysia Valdez  
Comcast Cable  
801 401-3017 office  
801 401-3036 fax  
1350 E Miller Avenue  
Salt Lake City, Utah 84106



431 26<sup>th</sup> St Fl 2  
Ogden, UT 84401-2418

January 22, 2020

Murray Family Investments  
Attn: Dan Murray  
1907 N 400 W  
Centerville, UT 84014  
Dan.murray@murrayfamilyinvestments.com

RE: Availability of CenturyLink facilities

Recently, you approached CenturyLink about providing a “will serve” letter to serve Murray Family Investments. CenturyLink appreciates the opportunity to provide South Weber Transition Subdivision., located just south of the southwest corner of South weber drive and the frontage road in South Weber, Utah with its future communication needs. In response to the request for a commitment to serve, CenturyLink will work with Murray Family Investments on determining what the needs will be. Upon such determination, CenturyLink will undertake an analysis of the construction required and the cost to complete that construction. It is only at that point, given the prevailing Terms and Conditions of the Local Terms of Service, that CenturyLink will make a determination whether it can or cannot provide service.

The service you request will be provided for under the prevailing Terms and Conditions of the Local Terms of Service posted on our CenturyLink web site at [www.Centurylink.com/tariffs](http://www.Centurylink.com/tariffs).

Should any relocation of Communication facilities become necessary due to the development of said property, the cost of all said relocations will be the sole responsibility of the developer(s).

If you have any further questions or concerns, please don’t hesitate to call.

Yours truly,

*Matt Ivester*

Matt Ivester  
Senior Engineer  
801-626-5401



January 22, 2020

Dan L. Murray  
Manager, Murray Family Investments, LLC

Attn. Dan Murray:

*Re: Natural Gas Service Availability Letter*

Natural gas can be made available to serve the South Weber Transition Subdivision (2600 E 7800 S, South Weber, UT) when the following requirements are met:

1. Developer provides plat maps, drawings, construction schedules and/or buildings that will be served by natural gas, and all other relevant information regarding commercial and residential uses, including but not limited to, proposed natural gas appliances (number and type of appliances per unit, homes, building).
2. Review by Dominion Energy' Engineering and/or Pre-Construction Department to determine load requirements. System reinforcement requirements and estimated costs to bring natural gas to the development.

Upon completion of Dominion Energy' review of the development's natural gas requirements, agreements will be prepared, as necessary, for high pressure, intermediate high pressure and/or service line extensions required to serve the development. These service extensions must be paid in advance.

To accommodate your construction schedule and provide cost estimates to you, please contact me at your earliest convenience.

Sincerely,



Matthew Glasmann  
Dominion Energy  
Pre-Construction Representative

January 23, 2020

Dan Murray  
Dan.murray@murrayfamilyinvestments.com

Request: 6798215 (South Weber Transition Subdivision)

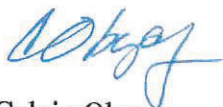
Dear Mr. Murray:

Rocky Mountain Power will supply power to property located at or near 2572 E South Weber Dr, South Weber, UT.

- Applicant will apply for power by calling 1-888-221-7070
- Applicant or Developer will supply a signed, approved recorded property plat map with lot numbers, addresses, and section corners identified if applicable.
- Residential and Commercial Developer will supply an electronic copy of the subdivision by e-mail, (Auto-cad version 2011), to the estimator assigned to the project.
- Residential Subdivision Developer will pay all costs which are non-refundable above the \$750.00 per lot allowance according to line extension tariff, regulation 12.
- All single lot applicants will be subject to the line extension rules and regulation 12.
- Applicant is responsible to sign a contract after job is approved by Rocky Mountain Power management, and pay any associated costs before work can be scheduled or materials ordered.
- Rocky Mountain Power engineering review may be required and may be subject to additional charges according to our filed line extension tariff, regulation 12.

If you have any questions regarding these provisions, please feel free to call me at 801-629-4430.

Respectfully,



Calvin Olson  
Estimator  
Rocky Mountain Power



# **SOUTH WEBER WATER**

7924 South 1900 East, South Weber, Utah 84405

[SouthWeberWater@gmail.com](mailto:SouthWeberWater@gmail.com)

**Phone / Fax** (801) 475-4749  
**Office-Landy Ukena** (801) 540-4171  
**Emergency** (801) 510-8073  
**Maintenance:**  
    **Mark Crookston** (801) 458-6980  
    **Fred Loertscher** (801) 675-1082

## **BOARD OF DIRECTORS:**

**Chair** Jan Ukena (801) 479-8749  
**Co Chair** Darren Hess (801) 475-4320  
**Secretary** Cindi Mansell (801) 540-2486  
**Treasurer** Nate Reeve (801) 458-8006  
**Bd Mbr** Perry McCorkle (801) 317-6987

To: South Weber City,

The South Weber Water Improvement District will furnish secondary water to the Transitional Subdivision at approx. 2700 E 7800 S

DATED this 25 day of January 2020

Thank you,  
South Weber Water Improvement District

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South Weber Water



## EASEMENT AGREEMENT

This Easement Agreement (the “**Agreement**”) is entered into by and between Murray Family Investments, LLC, a Utah Limited Liability Company, whose address is 1907 North 400 West, Centerville, Utah, 84014 (“**Murray**”), and \_\_\_\_\_, a \_\_\_\_\_ whose mailing address is \_\_\_\_\_ (“\_\_\_\_\_”).

### W I T N E S S E T H:

**WHEREAS**, Murray owns certain real property located at \_\_\_\_\_ in \_\_\_\_\_, \_\_\_\_\_ (the “**Murray Tract**” or sometimes the “**Tract**”);

**WHEREAS**, \_\_\_\_\_ owns the real property adjoining the Murray Tract, located at \_\_\_\_\_ in \_\_\_\_\_, \_\_\_\_\_ (the “\_\_\_\_\_ **Tract**” or sometimes the “**Tract**”); and

**WHEREAS**, Murray desires to grant to \_\_\_\_\_ certain non-exclusive easements of access for ingress and egress.

**WHEREAS**, \_\_\_\_\_ desires to grant to Murray a non-exclusive easement of access for ingress and egress.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Murray and \_\_\_\_\_ hereby adopt and establish the following covenants and easements which shall be applicable to the Murray Tract and the \_\_\_\_\_ Tract (the Murray Tract and \_\_\_\_\_ Tract are collectively hereinafter referred to as the “**Property**”):

1. **Murray Grant of Access Easement.** Murray hereby grants, sells and conveys to \_\_\_\_\_ a non-exclusive, perpetual, free and unobstructed easement in and on the property described on Schedule 1 (the “**Murray Easement Area**”) for ingress and egress of vehicular and pedestrian traffic.

2. **Grant of Access Easement.** \_\_\_\_\_ grants, sells and conveys to Murray a non-exclusive, perpetual, free and unobstructed easement in and on the property described on Schedule 2 (the “\_\_\_\_\_ **Easement Area**”) for ingress and egress of vehicular and pedestrian traffic.

3. **Agreements With Respect to Easements.** Murray and \_\_\_\_\_ and all subsequent fee owners of all or any portion of the Property (hereinafter collectively referred to as “**Owners**” and individually referred to as “**Owner**”) agree that the following terms and provisions shall govern the Owners' use of the easements (the “**Easements**”) granted in Paragraphs 1 and 2.

3.1 **No Barriers or Interference.** Neither Owner shall construct or place any fences, barriers or other obstacles which would prevent or obstruct the passage of pedestrian or



vehicular travel within or across the Easement Area, excepting therefrom the installation of highback curbing in certain areas intended to direct the flow of vehicles within the easement areas. The foregoing provisions shall not prohibit the temporary erection of a barricade by an Owner which is reasonably necessary for the construction, repair or maintenance of the Easement Area; provided however, that any such work shall be conducted in a manner calculated to cause the least interference to the use of the Easement Area as is reasonably possible.

**3.2 Use of Easements.** Subject to the limitations contained herein, Owners may authorize their respective tenants and invitees (including, without limitation, employees, customers, agents and invitees of such tenants) to use the Easement Area for the purposes and subject to the limitations stated herein. The Easements and rights herein conveyed are private easements and are not for the use or benefit of the general public. Nothing herein contained shall be construed or deemed to be a dedication of any easements to, or for the use of, the general public.

**3.3 Improvement and Maintenance of Easements.** Each property owner shall install pavement and required curbing on their respective tracts and each shall maintain the pavement and curbing within their respective Tract in a good condition and repair.

**3.4 Parking Rights.** Neither Murray nor \_\_\_\_\_ intend by this instrument to create any parking easements or parking rights on the Murray Tract, Murray Easement Area or the \_\_\_\_\_ Tract or \_\_\_\_\_ Easement Area for the benefit of the other party.

**4. Covenants Run With the Land.** The Property shall be held, transferred, improved, sold, conveyed, used and occupied subject to the Easements and restrictions described herein, which Easements and restrictions shall be covenants running with the Property and enforceable against all subsequent Owners of all or any portion thereof.

**5. Easements Superior to Financing.** The Easements created by this Agreement shall be superior to any deed of trust or other lien against the Murray Tract and the \_\_\_\_\_ Tract.

**6. Modification.** The provisions of this Agreement may be modified from time to time or terminated at any time by the written agreement of all of the Owners of the Property. No consent to the modification, from time to time, or termination of any or all of the provisions of this Agreement shall ever be required from any persons other than the fee simple Owners of said Property. No consent shall be required of any tenant of the Property, nor shall any such tenant have any right to enforce any provision of this Agreement or any modification hereof.

**7. Term.** The Easements, restrictions, rights, terms and provisions of this Agreement are perpetual.

**8. Owner's Liability.** Each Owner shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to the portion of the Property owned by it which accrue during the period of its ownership. With respect to the portion of the Property



transferred, the transferee Owner shall automatically become liable for all obligations, performance requirements and amounts which arise subsequent to the transfer of ownership.

## 9. General Provisions.

**9.1 Entire Understanding.** This Agreement embodies the entire understanding and agreement between the parties concerning the subject matter hereof, and supersedes any and all prior negotiations, understandings, or agreements in regard thereto.

**9.2 Applicable Law.** This Agreement has been executed and delivered in the State of Utah and will be construed and interpreted according to the laws of Utah.

**9.3 Severability.** The provisions of this Agreement are intended to be severable. If any provision hereof shall be invalid, illegal, or unenforceable, the other provisions hereof shall in no way be impaired thereby.

**9.4 Waiver.** Any waiver as to any of the terms or conditions of this Agreement shall not operate as a future waiver of the same terms and conditions or prevent the future enforcement of any of the terms and conditions hereof.

**9.5 Attorney's Fees.** Should any litigation or arbitration be commenced between the Owners arising out of this Agreement or the transactions contemplated hereby, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for its attorney's fees in such litigation or arbitration.

EXECUTED to be effective on this                      day of June, 2002.

**MURRAY FAMILY INVESTMENTS, LLC**

By: \_\_\_\_\_  
Its: President

---

Its: President

STATE OF UTAH )  
 )  
COUNTY OF DAVIS )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Dan L Murray, as Manager of MURRAY FAMILY INVESTMENTS, LLC, on behalf of said corporation.



Notary's Official Seal:

NOTARY PUBLIC IN AND FOR  
THE STATE OF UTAH

STATE OF Utah )  
 )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of June, 2002, before me, a Notary Public in and for the State of Idaho, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Seal:

NOTARY PUBLIC IN AND FOR  
THE STATE OF IDAHO

## SCHEDULE 1

### Legal Description



**SCHEDULE 2**  
Legal Description



## **SOUTH WEBER TRANSITION SUBDIVISION REVIEW**

**By Barry Burton 2.6.20**

### **Proposal:**

This proposal is somewhat complex in that it involves three different land uses requiring three different zones and several subsequent land use applications including a conditional use permit, a commercial condominium and a residential condominium/townhome development. I will endeavor to explain the sequence of those proposals and how they relate to each other.

**Subdivision:** The initial subdivision proposal is to split 4.2 acres of land immediately south of Maverik into 3 lots with frontage on 2700 East and one lot also with frontage on 7800 South.

**Conditional Use on Lot 1:** A car wash is proposed for Lot 1, which is a permitted use in the C zone, if that zone is approved. Because the site is over 1 acre in area, a conditional use permit is required.

**Lot 2:** Applicants are requesting preliminary approval for a light industrial condominium. These condos are what developers are calling flex-space. That is space for sale that can be occupied by any use allowed in the L-I zone. The only issue I see with this proposal, aside from the zoning issue, is the requirement for a buffer yard on its south side adjacent to the residential proposal. The buffer yard ordinance requires a 6' masonry wall on the property line with 20' of landscaping on the light industrial side of the wall. In this case the light industrial condos present a blank wall toward the residential area essentially hiding the landscaping from either side. Developers have request they be allowed to eliminate the wall except in the gap between the two condo buildings. This would allow the adjacent residents to enjoy the landscaping allowing the buildings to act as the wall.

**Lot 3:** Applicants are requesting preliminary approval for a residential condominium plat. The only issue I see with this proposal is that the landscape plan is not complete. The site includes an odd remnant of land situated between the two nearest single-family homes to the west. This area needs to be landscaped along with the rest of the site.

**Zoning:** Each of the three lots in the initial subdivision require a different zone than the current C-H zone to allow the proposed use. Lot 1 will need to be rezoned to C, General Commercial, to allow a car wash. The C-H zone does not allow car washes.

Lot 2 needs a rezone to allow the industrial flex space proposed. This could be accomplished with the B-C, Business Commerce zone, but after considering the likely occupants of these units, it was felt that the L-I, Light Industrial zone would be more appropriate. The General Plan does not anticipate this type of use here.



Lot 3 requires an R-7, Residential Multi-Family Seven zone for the proposed townhomes to be developed. This zone is not anticipated in the current General Plan but is being proposed in the update.

**Zoning Considerations:**

Rezoning Lot 1 from C-H to C is necessary because the C-H zone does not allow car washes where the C zone does. Both zones allow retail commercial uses.

Rezoning Lot 2 from C-H to L-I is something that has not been considered by the General Plan, current or proposed.

Rezoning Lot 3 from C-H to R-7 is something that has been proposed for this area during our General Plan update process. This part of the property is adjacent to an existing single-family residential area it seems that some kind of transition from the commercial areas to the north may be appropriate.

**Subdivision/Development Considerations:**

The proposed car wash on Lot 1 and the proposed flex space light industrial condo units on Lot 2 are somewhat symbiotic uses. They share an access drive and they share parking. It also is dependent on the cooperation of Maverik, as one critical point of site access is from their property.

Lot 3 residential condos conform to our new R-7 zone.

**Zoning Recommendations:**

All the proposed development is dependent on successfully rezoning as has been described. I don't believe there should be any issue with rezoning Lot 1 to the C zone. I think the proposed car wash would be very beneficial to the residents of South Weber. I recommend approval.

I have no personal objection to rezoning Lot 2 to L-I or Lot 3 to R-7, but those uses are not clearly recommended by the General Plan as adopted. These are proposals the Planning Commission should debate and determine how to advise the City Council.

In all cases, if the rezones are approved, I recommend a reversion clause declaring the property will return to C-H if the proposed uses do not materialize.



**Development Recommendations:**

I recommend granting preliminary approval to the South Weber Transitional Subdivision as proposed with no conditions. I have no issues with the 3-lot subdivision.

I advise the Planning Commission grant preliminary approval of the conditional use permit for the car wash on Lot 1 provided the rezone is approved and provided an acceptable agreement for access from the Maverik property is obtained.


I recommend granting preliminary approval to the South Weber Business Park (the light industrial condos) with the provision that the associated rezone is approved. I further recommend allowing the landscaping plan to modify the required buffer yard as described.

I also recommend granting preliminary approval to the residential townhome/condo plat with the conditions that the rezone be approved by the City Council and that the narrow strip of land be included in the landscape plan.



**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, BUSINESS PARK & TOWNHOMES**  
**Preliminary Review**

Date: February 6, 2020

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Our office has completed a review of the Preliminary Plats and Improvement Plans for the South Weber Transition Subdivision, South Weber Business Park, and South Weber Townhomes received on January 29, 2020. We recommend approval subject to the following items being addressed prior to a recommendation of Final Approval from the Planning Commission. Some items are mentioned for information purposes only.

**GENERAL**

1. SWWID Approval Letter. 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.
2. SWC Fire Approval Letter. An approval letter from the South Weber Fire Department is required.
3. Fire Flow. A fire flow test was conducted by Public Works on January 14, 2020. The test produced a fire flow of approximately 2,700 gpm. All buildings will need to meet the fire code relative to this flow.
4. Zone Change. Approval of the plats and plans is subject to approval from City Council of the zone changes being requested (CH to C for Lot 1, CH to LI for Lot 2, and CH and A to R-7 for Lot 3). We would recommend that these zone change requests be tied to the specific owner and proposal (not transferable); if these applications don't receive final approval, then these zone change requests would revert back to the current zoning.
  - a. There are a couple of minor errors in the legal descriptions for Lot 1 and Lot 3 that we will relay to the developer's surveyor.
5. Traffic Study. A Trip Generation Study was provided by Reeve & Associates which projects the amount of traffic generated by the development. The total number of trips generated by the Car Wash, the Flex Space units and the Townhomes combined was calculated to be 147 in the peak AM hour, and 272 in the peak PM hour. The addition of these trips to 2700 East and 7800 South will increase the number of vehicles on these



roads. We would recommend that Reeve & Associates address what impact this will have on the level of service of these roads.

6. Geotechnical Study. A letter of preliminary recommendation was provided by CMT Engineering. They reviewed a previous geotechnical study performed by a different company and concur that the proposed development is suitable for the expected conditions. The final report, which will include site-specific subsurface investigation and recommendations, will need to be provided.
7. Sewer Capacity. The 2017 Sewer Capital Facilities Plan (CFP) identifies limited sewer capacity for development in the area towards the east end of South Weber Drive. Projects to address this limited capacity are shown in the CFP. Since the adoption of the CFP, we have done additional analysis, computer modeling and metering of actual flows. Based on the metering, we have been able to determine that the actual flows are less than half of what was modeled and used in the CFP, according to State regulatory flows. We have calculated the total number of Equivalent Residential Units (ERU's) for this development to be 40 ERU's. Given the current demand in the area, we have determined that there is excess sewer capacity to accommodate this proposed development at this point in time. Future development will continue to be evaluated on a case by case basis.
8. Parking. There are 53 parking stalls shown for the car wash and the flex space units. If the most intense uses are assumed, Section 10-8-5 of the City Code would require 49 stalls. Therefore, sufficient parking is being provided. Because there are two lots and separate owners, a cross access easement and a shared parking agreement will be required to cover the uses of both lots. The townhomes are required to park two vehicles in the driveway or garage, plus an additional 5 for visitors. They are providing 7 additional stalls for visitors.
9. Maverik Access. Due to the proposed access for Lots 1 and 2 being the same as Maverik's existing access, a cross access easement must be provided by Maverik for this access.
10. Architectural Review. Elevations have been provided for the car wash, flex space buildings, and the townhomes. 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."

## **PLATS**

The following are items to be addressed on the Final Plats.

11. Transition Subdivision.
  - a. Addresses for the lots will be provided by our office.
  - b. The Easement Approval block needs to be updated to reference the correct entities.
  - c. A 15' easement needs to be provided for the storm drain from 7800 S. to Maverik.
12. South Weber Business Park Condominiums
  - a. Addresses for the units will be provided by our office.

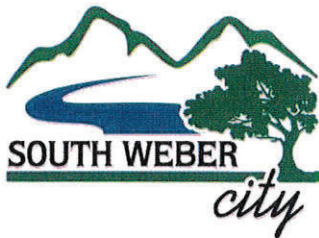


- b. Reference needs to be made that this plat is amending Lot 2 of the Transition Subdivision.
  - c. A 15' easement needs to be provided for the storm drain from 7800 S. to Maverik.
13. South Weber Townhomes
- a. The street should be given a name. We can provide the coordinate street number.
  - b. Addresses for the units will be provided by our office.
  - c. There is a minor error in the boundary description. We will relay this to the developer's surveyor.
  - d. A 15' easement needs to be provided for the storm drain from 7800 S. to Maverik.

### **IMPROVEMENT PLANS**

- 14. Curb, gutter and sidewalk will be installed along the frontage of the Schreifels (2610 E.) home on 7800 South in order to complete the road and collect the storm water in the area. The cost for this will be the City's responsibility, as this home is not part of the development. There may also be a need to upsize (depending on final design slope) the storm drain line through the development, which would be the City's cost as well. This will require a cost share agreement with the developer.
- 15. The fire hydrants need to be located as required by the Fire Marshal.
- 16. Blow-offs are not allowed. A fire hydrant must be placed at each end of the hammerhead in for the townhomes.
- 17. The roadway width must be 26' wherever a fire hydrant is located. Adjustments need to be made accordingly to the road in the townhomes.
- 18. The width of the road for the townhomes is too narrow to all allow for any on-street parking. The curb should be painted red, or No Parking signs installed.
- 19. In order to better meet ADA requirements, we would recommend making the sidewalk a minimum of 5' wide.
- 20. The parkstrip along 2700 E. is not currently landscaped. The Landscape Plans should include landscaping the parkstrip.
- 21. The percent of landscaping provided needs to be shown for each lot and be compliant with the landscaping requirements in the City Code.





1600 E. South Weber Drive  
South Weber, UT 84405

www.southwebercity.com

801-479-3177  
FAX 801-479-0066

**FOR OFFICE USE ONLY**

Fee paid \$ \_\_\_\_\_ Receipt \_\_\_\_\_ Date \_\_\_\_\_

Recommended by Planning Commission on: \_\_\_\_\_

Approved by City Council on: \_\_\_\_\_

**ZONE CHANGE APPLICATION**

Approx. Location: South of 2577 E. South Weber DR. (on 2700 E.)

Parcel Number(s): 13-034-0065, Lot 1 Total Acres: 4.20

Request: 1.20 (Lot 1) Acres changed from C-H Zone to C Zone  
\_\_\_\_\_ Acres changed from \_\_\_\_\_ Zone to \_\_\_\_\_ Zone

Legal Description: (attach if too large) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed Use: THE USE OF THE 1.20 ACRES BEING REZONED WILL BE A CAR WASH FOR THE AREA WITH AUTOMATIC + SELF-SERVE BAYS

How does this use support the City's General Plan? THE USE FULLY SUPPORTS THE CITY'S PLANS AS AN ACCESSORY USE TO SUPPORT THE GAS STATION LOCATED ADJACENT AND SUPPORTS THE COMMUNITY SURVEY (RESIDENTS) SUPPORTING AND DESIRING A CAR WASH NEARBY.

**Applicant**

Name: SCOTT MORTENSEN  
Company: MORTY'S CAR WASH, LLC  
Address: 3468 SPRING CIRCLE  
City/State/Zip: MT. GREEN, UT 84050  
Phone: 801-850-2360  
Email: SCOTT.M3MANAGEMENT@GMAIL.COM

**Property Owner, if not Applicant**

Name: DAN MURRAY  
Company: MURRAY FAMILY INVESTMENTS, LLC  
Address: 1907 N. 400 W.  
City/State/Zip: CENTERVILLE, UT 84014  
Phone: 801-940-7102  
Email: DAN.MURRAY@MURRAYFAMILYINVESTMENTS.COM



**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.

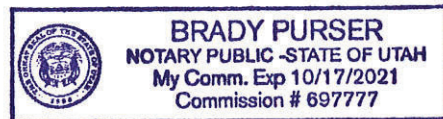
Applicant's Signature:  Date: 1/22/2020

State of Utah, County of Davis

Subscribed and sworn to before me on this 22 day of January, 2020

Printed Name Brady Purser

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 \_\_\_\_\_ 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: \_\_\_\_\_ Date: \_\_\_\_\_

State of Utah, County of Davis

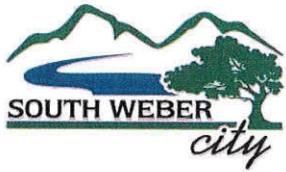
Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

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

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

Seal





**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 )

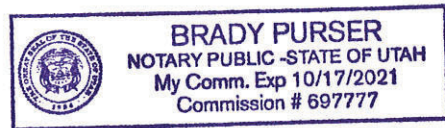
I, SCOTT MORTENSEN (future owner), the sole owner or Authorized Agent of the Owner of the property involved in this application, swear the statements and answers contained herein, in the attached plans, and other exhibits, and that the statements and information above referred to are in all respects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

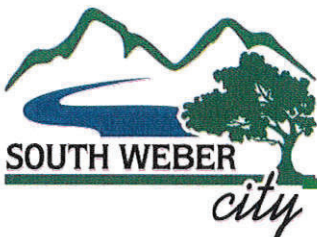
State of Utah )  
County of \_\_\_\_\_ )

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

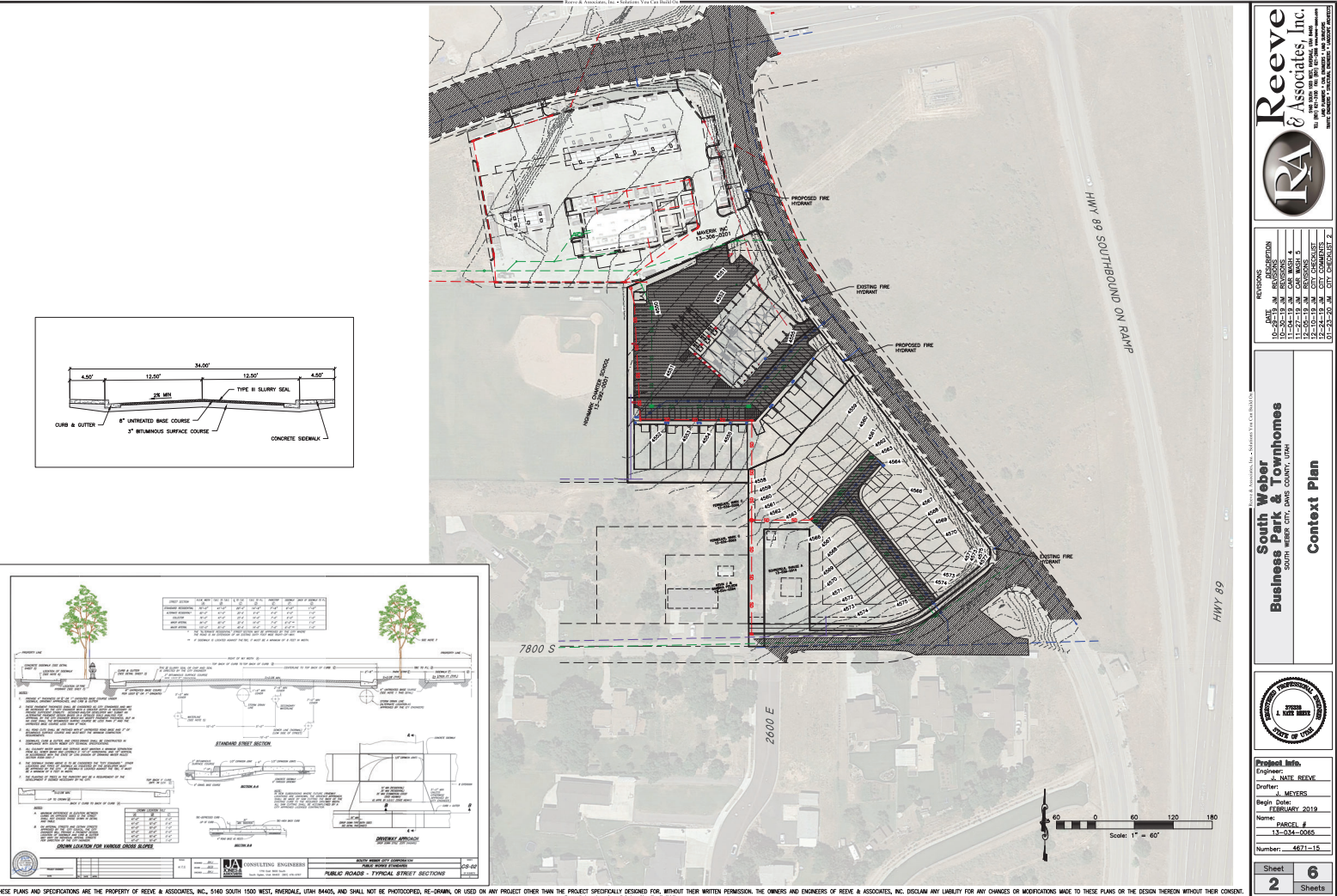
[www.southwebercity.com](http://www.southwebercity.com)

801-479-3177  
FAX 801-479-0066

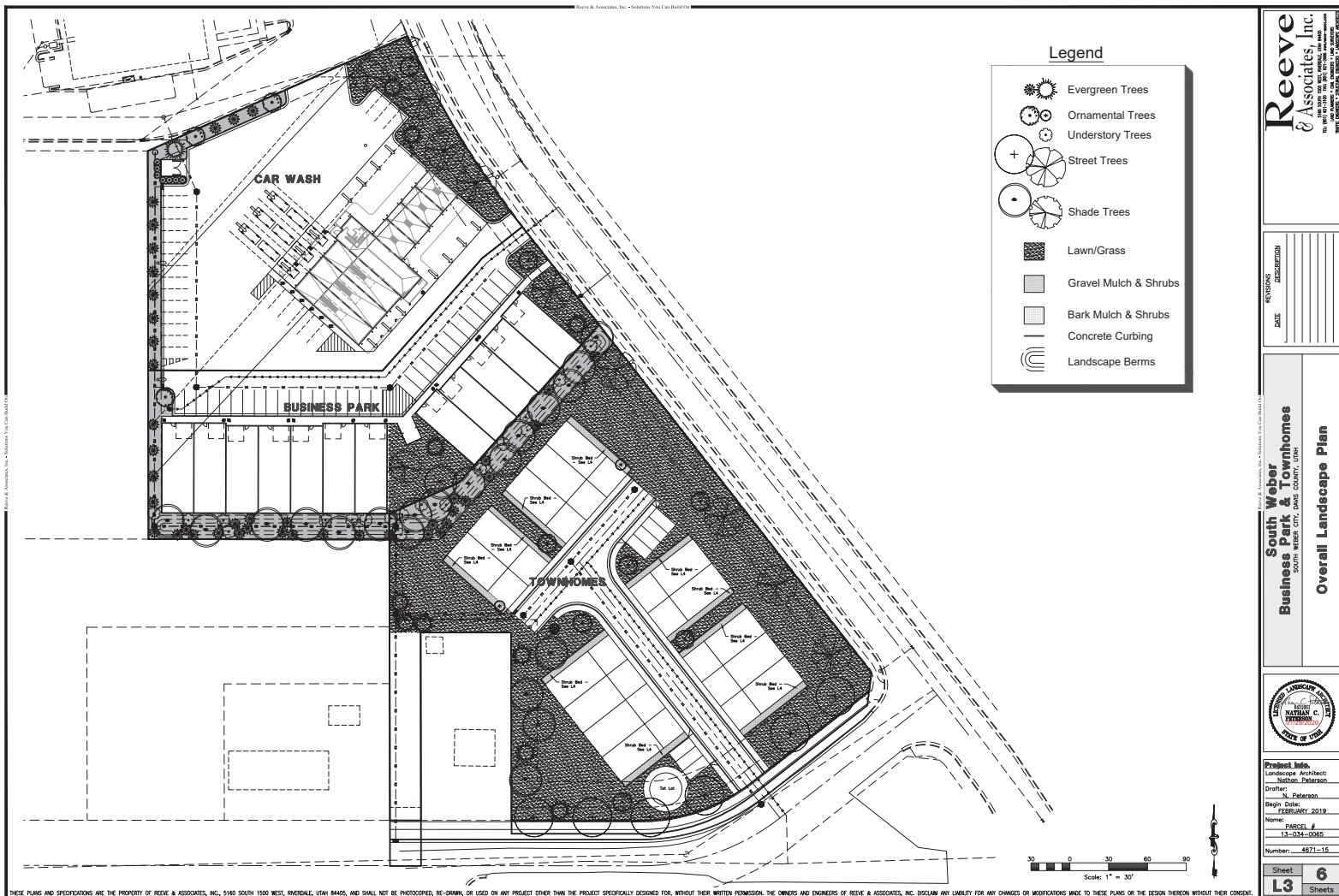






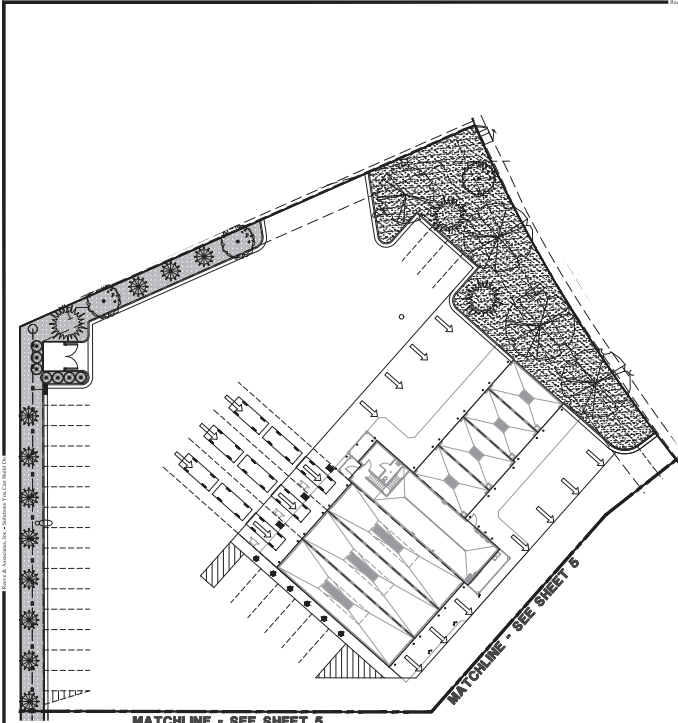






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MATCHLINE - SEE SHEET 5

MATCHLINE - SEE SHEET 5

Reeve & Associates, Inc. - Solutions You Can Rely On

Plant Table							
Trees	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 nigra	Australian Pine	6" B&B	
0	0	1		Picea glauca 'Nidulata'	Weeping White Spruce	6" Ht.	
11	31	0		Picea pungens 'Fastigiate'	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 avellana 'Contorta'	Contorted Filbert	10 Gal.	
0	17	4		Cornus latifolia 'Fastigiate'	Pyramidal Hornbeam	2" cal.	

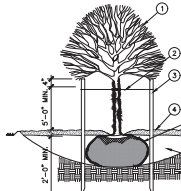
Shrubs						
Car Wash	Business Park	Town Homes	Symbol	Scientific Name	Common Name	Size
0	0	12		Berberis thun. 'atras. 'Nana'	Crimson Pigmy Barberry	5 gal.
0	12	6		Cornus sericea 'Incani'	Incani Dwarf Dogwood	5 gal.
0	0	18		Mahonia aquifolium 'Compositum'	Compact Oregon Grape	5 gal.
0	24	0		Physocarpus opulifolius 'Dart's Gold'	Dart's Gold Nivea	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 Bride'	Blushing Bride 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		Lavandula angustifolia 'Munstead'	Munstead Lavender	1 gal.
0	0	18		Rudbeckia fulgida 'Goldstrum'	Goldstrum 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
Car Wash	Business Park		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, staking, 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 plan 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 grade, walks, paving, headers and curbs to accommodate soil. Grass in areas where needed shall be 1" lower than adjacent edge.
- Native plants shall be stockpiled and stored on site whenever possible for use in landscape areas.
- All root 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.
- Face each shrub to give the most pleasing look as seen from a line perpendicular to the wall or walk to/from which it is viewed.
- Erging or Coring shall be installed as shown on the plan to remove grass from shrub beds.
- Shrub beds shall drain properly to prevent standing water from occurring. Call properly 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 crowd out small perennial plants with excessive mulch.



NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

### DECIDUOUS TREE PLANTING

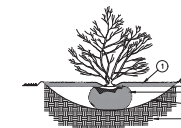
NTS



NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

### CONIFEROUS TREE PLANTING

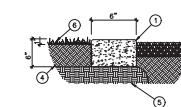
NTS



NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

### SHRUB PLANTING

NTS



NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

### CONCRETE MOW STRIP

NTS



Scale: 1" = 20'

- PRUNE ALL DEAD AND INJURED WOOD. DO NOT CUT LEADER.
- LOOSELY TIE TO ALLOW FOR TREE MOVEMENT, BUT SECURED FOR HIGH WIND CONDITIONS.
- METAL T-POSTS, 2 PER TREE. REMOVE POSTS & TIES AFTER ONE YEAR.
- CONSTRUCT 4" EARTH BERM SAUCER. FILL WITH 3" BARK/ROCK MULCH. BRUSH AWAY FROM TRUNK. REMOVE SAUCER AFTER ONE YEAR.
- REMOVE BURLAP/PACKAGING MAT. PLANT TREES 2"-3" HIGHER THAN GRADE.
- BACKFILL WITH NATIVE SOIL.
- UNDISTURBED SOIL.

- LOOSELY TIE TO ALLOW FOR TREE MOVEMENT, BUT SECURED FOR HIGH WIND CONDITIONS.
- 4" x 2" x 2" STAKE AND GUY WIRE (ONE EA. TREE) REMOVE STAKES AFTER ONE YEAR.
- REMOVE BURLAP/PACKAGING MAT. PLANT TREES 2"-3" HIGHER THAN GRADE.
- CONSTRUCT 4" EARTH BERM SAUCER. FILL WITH 3" BARK/ROCK MULCH. BRUSH AWAY FROM TRUNK. REMOVE SAUCER AFTER ONE YEAR.
- BACKFILL WITH NATIVE SOIL.
- UNDISTURBED SOIL.

- 3" OF BARK/ROCK MULCH. BRUSH AWAY FROM STEM.
- 2" EARTH BERM SAUCER. REMOVE AFTER ONE YEAR.
- REMOVE BURLAP/PACKAGING MAT. PLANT SHRUBS 2"-3" HIGHER THAN GRADE.
- BACKFILL WITH NATIVE SOIL.
- UNDISTURBED SOIL.

- 6"x6" CONCRETE MOW STRIP WITH RADIUS EDGES
- BARK/ROCK MULCH
- FINISH GRADE/WEED FABRIC
- TOPSOIL
- COMPACTED SUBGRADE
- LAWN

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Reeve & Associates, Inc.  
SOLUTIONS YOU CAN RELY ON  
1100 SOUTH 1500 WEST, RIVERDALE, UTAH 84403  
TEL: 801-466-1100 FAX: 801-466-1101  
WWW.REEVE-ASSOCIATES.COM

REVISIONS  
DATE

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



Project Info  
Landscape Architect: Nathan Peterson  
Drafted: A. Peterson  
Begin Date: FEBRUARY 2019  
Name: PARCEL # 13-034-0065  
Number: 4871-15  
Sheet 6  
L4 Sheets



### Plant Table

Trees	Car Wash	Business Park	Town Homes	Symbol	Scientific Name	Common Name	Size
3	2	6	0	1	Morus 'Spring Snow'	Spring Snow Crabapple	2" cal.
3	2	6	0	2	Pinus rigida	Austrian Pine	6" B&B
0	0	1	0	3	Picea glauca 'Pendula'	Weeping White Spruce	6" HT
11	31	0	0	4	Picea pungens 'Fastigata'	Columnar Blue Spruce	6" HT
0	0	6	0	5	Gleditsia triacanthos 'Imperial'	Imperial Honey Locust	2" cal.
3	1	4	0	6	Gymnocladus dioica	Kentucky Coffeetree	2" cal.
0	0	3	0	7	Morus sp. 'Red Baron'	Red Baron Crabapple	2" cal.
1	1	0	0	8	Zelkova serrata 'Village Green'	Red Baron Crabapple	2" cal.
0	19	0	0	9	Corylus avellana 'Contorta'	Contorted Filice	10.0 cal.
0	17	4	0	10	Corylus betulae 'Fastigata'	Pyramidal Hornbeam	2" cal.

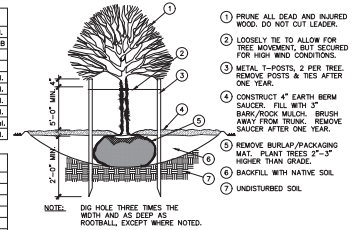
Shrubs	Car Wash	Business Park	Town Homes	Symbol	Scientific Name	Common Name	Size
0	0	12	0	11	Berberis thun. 'atras 'Nana'	Crimson Pygmy Barberry	5 gal.
0	12	6	0	12	Cornus sericea 'Inspiro'	Inspiro Dwarf Dogwood	5 gal.
0	0	18	0	13	Mahonia aquifolium 'Compactum'	Compact Oregon Grape	5 gal.
0	24	0	0	14	Physocarpus opulifolius 'Dart's Gold'	Dart's Gold Ninebark	5 gal.
0	0	39	0	15	Ribes alpinum 'Green Mound'	Green Mound Alpine Currant	5 gal.
0	32	0	0	16	Symphoricarpos alba	Common Snowberry	5 gal.
0	0	12	0	17	Rosa sp. 'Blushing Knockout'	Blushing Knockout Rose	5 gal.
0	0	15	0	18	Spiraea japonica 'Magic Carpet'	Magic Carpet Spirea	5 gal.
0	0	21	0	19	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	0	20	Lupinus angustifolius 'Monarch'	Monarch Lavender	1 gal.
0	0	18	0	21	Rudbeckia fulgida 'Goldsturm'	Goldsturm Black Eyed Susan	1 gal.
0	0	9	0	22	Achillea millefolium 'Paprika'	Paprika Yarrow	1 gal.
0	0	9	0	23	Geranium x 'Johnson's Blue'	Johnson's Blue Geranium	1 gal.

Other	Symbol	Description
1	24	Turf Grass - Sod
2	25	Kentucky Bluegrass Mix - 3 Species Minimum
3	26	Rock Mulch - 2" - 4" Diameter - 3" Depth - Tan Color
4	27	Place mulch over 5 ounce Professional weed barrier cloth in all planting beds. Contractor to provide samples to owner for approval prior to delivery.
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7	30	Concrete Mow Strip - 6"x6" - See Detail

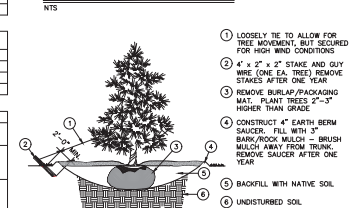
### PLANTING NOTES

- This planting plan is diagrammatic and plant locations are approximate.
- Field survey, staking, 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 soil the collection of the several representative to city contract in landscape installation phase takes place.
- Final grade of soil in lawn areas shall be 2" below posts, walks, paving, headers and curbs to accommodate sod. 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 a the perspective to the soil or walk 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 owners 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.



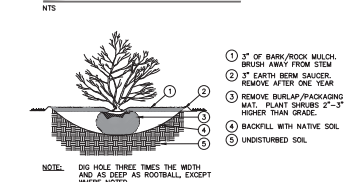
NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

### DECIDUOUS TREE PLANTING



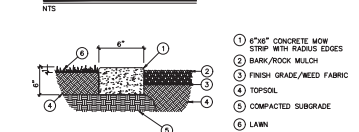
NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

### CONIFEROUS TREE PLANTING

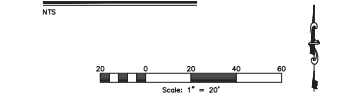


NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

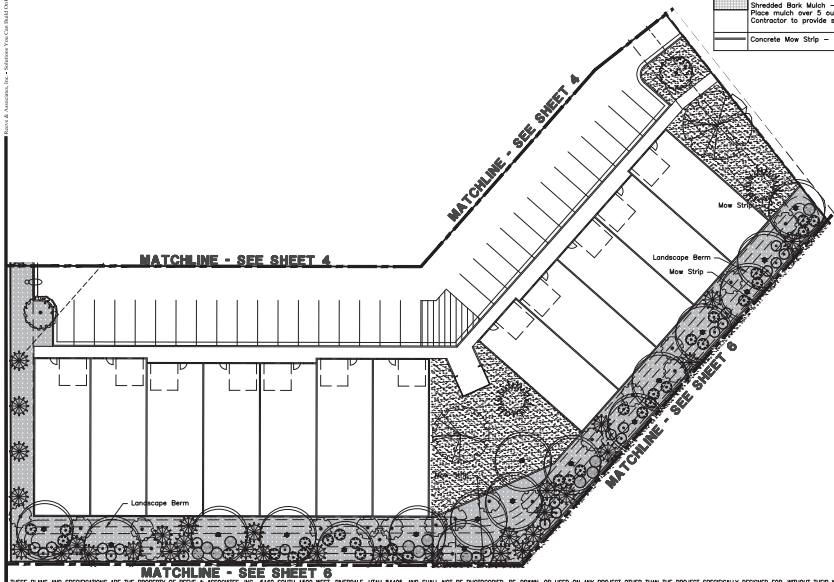
### SHRUB PLANTING



### CONCRETE MOW STRIP



Scale: 1" = 20'



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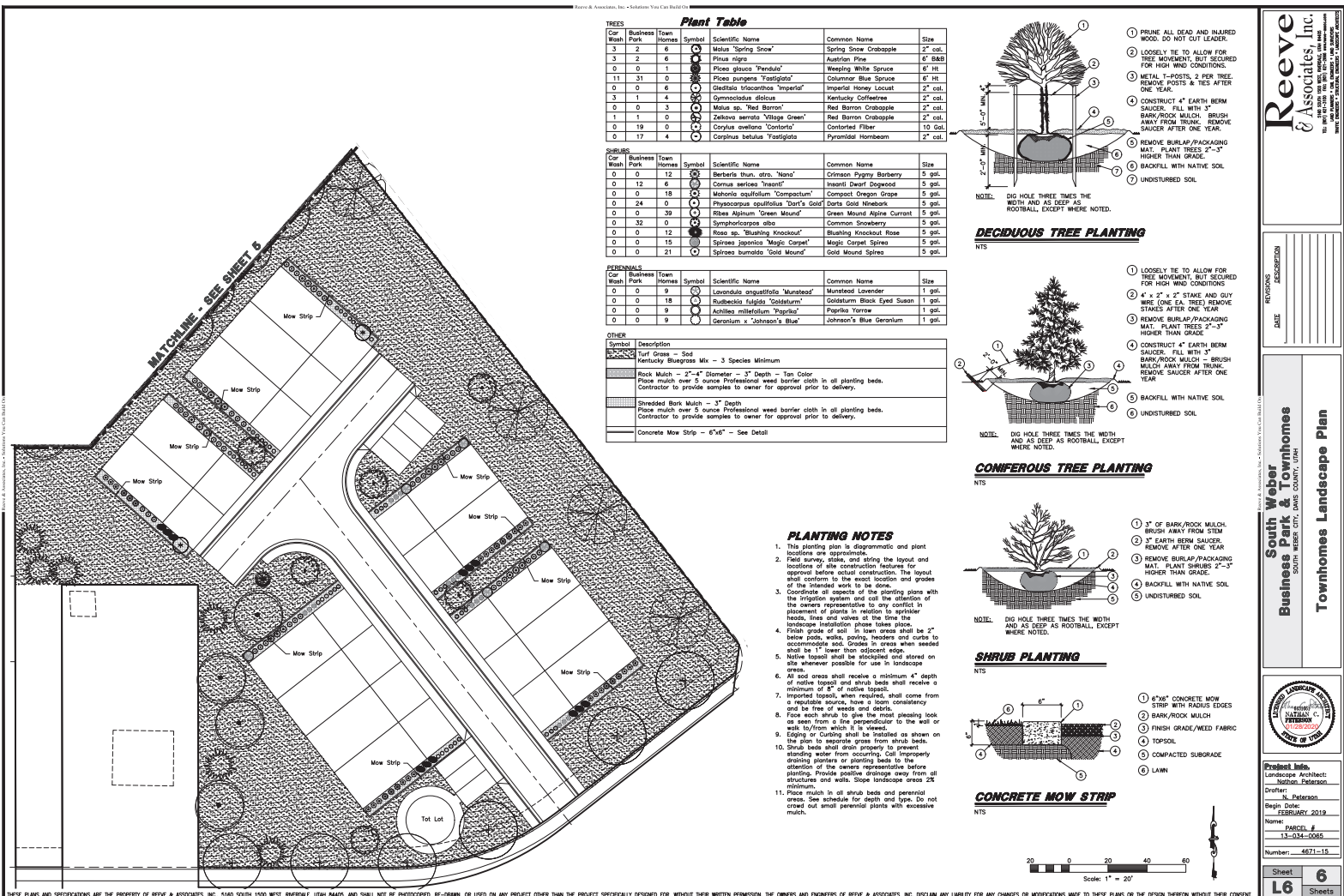
DATE: \_\_\_\_\_  
DESIGNER: \_\_\_\_\_  
DRAWN: \_\_\_\_\_

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



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





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### Plant Table

Trees	Business Park	Townhomes	Symbol	Scientific Name	Common Name	Size
3	2	6	1	Malus 'Spring Snow'	Spring Snow Crabapple	2" cal.
3	2	6	2	Pinus rigida	Austrian Pine	6" B&B
0	0	1	3	Pinus strobus 'Pendula'	Weeping White Spruce	6" Ht.
11	31	0	4	Pinus pungens 'Fastigiate'	Columnar Blue Spruce	6" Ht.
0	0	6	5	Gleditsia trifacanthos 'Imperial'	Imperial Honey Locust	2" cal.
3	1	4	6	Gymnocladus dioica	Kentucky Coffeetree	2" cal.
0	0	3	7	Malus sp. 'Red Baron'	Red Baron Crabapple	2" cal.
1	1	0	8	Zelkova serrata 'Village Green'	Red Baron Crabapple	2" cal.
0	19	0	9	Corylus avellana 'Contorta'	Contorted Filbert	10 Gal.
0	17	4	10	Cornus latifolia 'Fastigiate'	Pyramidal Hornbeam	2" cal.

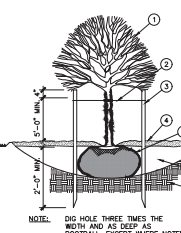
Shrubs	Business Park	Townhomes	Symbol	Scientific Name	Common Name	Size
0	0	12	11	Berberis thun. str. 'Nana'	Crimson Pygmy Barberry	5 gal.
0	12	6	12	Cornus sericea 'Incessans'	Incessant Dogwood	5 gal.
0	0	18	13	Mahonia aquifolium 'Compactum'	Compact Oregon Grape	5 gal.
0	24	0	14	Physocarpus opulifolius 'Dart's Gold'	Dart's Gold Hosta	5 gal.
0	0	39	15	Ribes alpinum 'Green Mound'	Green Mound Alpine Currant	5 gal.
0	32	0	16	Symphoricarpos alba	Common Snowberry	5 gal.
0	0	12	17	Rosa sp. 'Blushing Bride'	Blushing Bride Rose	5 gal.
0	0	15	18	Spiraea japonica 'Magic Carpet'	Magic Carpet Spirea	5 gal.
0	0	21	19	Spiraea bumalda 'Gold Mound'	Gold Mound Spirea	5 gal.

Perennials	Business Park	Townhomes	Symbol	Scientific Name	Common Name	Size
0	0	9	20	Leucanthemum 'Munstead'	Munstead Lavender	1 gal.
0	0	18	21	Rudbeckia hirta 'Goldstrum'	Goldstrum Black-eyed Susan	1 gal.
0	0	9	22	Achillea millefolium 'Paprika'	Paprika Yarrow	1 gal.
0	0	9	23	Geranium x 'Johnson's Blue'	Johnson's Blue Geranium	1 gal.

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

### PLANTING NOTES

- This planting plan is diagrammatic and plant locations are approximate.
- Field survey, staking, 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.
- Field grade of soil in lawn areas shall be 2" below pools, walks, paving, headers and curbs to accommodate soil. Grades in areas where 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 view from a the perpendicular to the soil or side 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 properly 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 correct out small perennial plants with excessive mulch.



- PRUNE ALL DEAD AND INJURED WOOD. DO NOT CUT LEADER.
- LOOSELY TIE TO ALLOW FOR TREE MOVEMENT, BUT SECURED FOR HIGH WIND CONDITIONS.
- METAL T-POSTS, 2 PER TREE. REMOVE POSTS & TIES AFTER ONE YEAR.
- CONSTRUCT 4" EARTH BERM SAUCER. FILL WITH 3" BARK/ROCK MULCH. BRUSH AWAY FROM TRUNK. REMOVE SAUCER AFTER ONE YEAR.
- REMOVE BURLAP/PACKAGING MAT. PLANT TREES 2"-3" HIGHER THAN GRADE.
- BACKFILL WITH NATIVE SOIL.
- UNDISTURBED SOIL.

NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

### DECIDUOUS TREE PLANTING

NTS

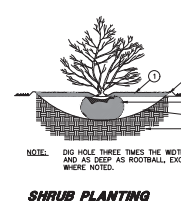


- LOOSELY TIE TO ALLOW FOR TREE MOVEMENT, BUT SECURED FOR HIGH WIND CONDITIONS.
- 4" x 2" x 2" STAKE AND GUY WIRE (ONE EA. TREE). REMOVE STAKES AFTER ONE YEAR.
- REMOVE BURLAP/PACKAGING MAT. PLANT SHRUBS 2"-3" HIGHER THAN GRADE.
- CONSTRUCT 4" EARTH BERM SAUCER. FILL WITH 3" BARK/ROCK MULCH. BRUSH AWAY FROM TRUNK. REMOVE SAUCER AFTER ONE YEAR.
- BACKFILL WITH NATIVE SOIL.
- UNDISTURBED SOIL.

NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

### SHRUB PLANTING

NTS

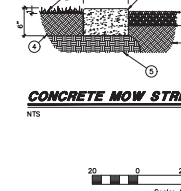


- 6"x6" CONCRETE MOW STRIP WITH RADIUS EDGES
- BARK/ROCK MULCH
- FINISH GRADE/WEED FABRIC
- TOPSOIL
- COMPACTED SUBGRADE
- LAWN

NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

### CONCRETE MOW STRIP

NTS



- 6"x6" CONCRETE MOW STRIP WITH RADIUS EDGES
- BARK/ROCK MULCH
- FINISH GRADE/WEED FABRIC
- TOPSOIL
- COMPACTED SUBGRADE
- LAWN

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

**South Weber Business Park & Townhomes**  
TOWNHOMES LANDSCAPE PLAN

PROJECT INFO  
Landscape Architect: Nathan Peterson  
Begin Date: FEBRUARY 2019  
Name: PARCEL # 13-034-0065  
Number: 4871-15

Sheet **6**  
**L6** Sheets





1-27-2020

## RE-ZONE LEGAL DESCRIPTIONS

### PARCEL 1

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 130.51 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE N00°06'21"W 169.62 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 2.66 FEET; THENCE S51°56'09"W 39.32 FEET; THENCE S41°31'16"W 116.29 FEET; THENCE N89°53'07"W 181.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 52351 SQUARE FEET OR 1.202 ACRES MORE OR LESS

### PARCEL 2

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 FROM THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE N89°53'28"W 186.22 FEET; THENCE N00°06'21"W 130.51 FEET; THENCE S89°53'07"E 181.11 FEET; THENCE N41°31'16"E 116.29 FEET; THENCE N51°56'09"E 39.32 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD; THENCE S38°03'51"E ALONG SAID WESTERLY LINE, 96.22 FEET; THENCE S41°31'16"W 162.58 FEET; THENCE S65°49'04"W 59.41 FEET; THENCE S00°06'43"W 19.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 43162 SQUARE FEET OR 0.991 ACRES MORE OR LESS

### PARCEL 3

PART OF 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 N00°06'43"E 19.99 FEET; THENCE N65°49'04"E 59.41 FEET; THENCE N41°31'16"E 162.58 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD; THENCE S38°03'51"E ALONG SAID WESTERLY LINE, 341.59 FEET; THENCE

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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 87,265 SQUARE FEET OR 2.003 ACRES MORE OR LESS

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1-27-2020

## **LEGAL DESCRIPTIONS PROPOSED LOTS**

### **PROPOSED LOT 1**

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 130.51 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE N00°06'21"W 169.62 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 2.66 FEET; THENCE S51°56'09"W 39.32 FEET; THENCE S41°31'16"W 116.29 FEET; THENCE N89°53'07"W 181.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 52351 SQUARE FEET OR 1.202 ACRES MORE OR LESS

### **PROPOSED LOT 2**

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 FROM THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE N89°53'28"W 186.22 FEET; THENCE N00°06'21"W 130.51 FEET; THENCE S89°53'07"E 181.11 FEET; THENCE N41°31'16"E 116.29 FEET; THENCE N51°56'09"E 39.32 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD; THENCE S38°03'51"E ALONG SAID WESTERLY LINE, 96.22 FEET; THENCE S41°31'16"W 162.58 FEET; THENCE S65°49'04"W 59.41 FEET; THENCE S00°06'43"W 19.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 43162 SQUARE FEET OR 0.991 ACRES MORE OR LESS

### **PROPOSED LOT 3**

PART OF 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 NORTHERLY RIGHT OF WAY LINE OF 7800 SOUTH STREET, SAID POINT BEING N00°06'21"W 35.26 FEET FROM THE WEST QUARTER CORNER

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OF SAID SECTION 36; THENCE N00°06'21"W 217.17 FEET; THENCE N00°06'43"E 19.99 FEET; THENCE N65°49'04"E 59.41 FEET; THENCE N41°31'16"E 162.58 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD; THENCE S38°03'51"E ALONG SAID WESTERLY LINE, 341.59 FEET; THENCE S07°17'59"W 14.03 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 7800 SOUTH STREET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) S51°56'09"W 115.02 FEET; (2) 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°05'49", A CHORD BEARING OF S70°59'07"W, AND A CHORD LENGTH OF 90.76 FEET; AND (3) N89°57'59"W 100.07 FEET; THENCE N00°06'19"W 145.34 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 7800 SOUTH STREET; THENCE N89°57'59"W 70.00 FEET; THENCE S00°06'19"E 145.34 FEET; THENCE N89°57'59"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 24.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 83582 SQUARE FEET OR 1.919 ACRES MORE OR LESS.

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January 27, 2020

Mr. Mike Ford  
2049 South 1230 West  
Syracuse, Utah 84015

Subject: Preliminary Geotechnical Considerations  
Proposed South Weber Business Park and Townhomes  
Southwest Corner of South Weber Drive and Frontage Road  
South Weber, Utah

Mr. Ford,

As requested, this letter provides preliminary findings and discussion related to the proposed South Weber Business Park and Townhomes development located at the southwest corner of South Weber Drive and Frontage Road in South Weber, Utah. A geotechnical report was completed for the adjoining site by others dated August 31, 2015<sup>1</sup>. This geotechnical report was reviewed as part of our scope of work. Based on our review of the referenced geotechnical study, it appears that the site will be suitable for construction of the proposed mixed use development using similar geotechnical recommendations. However, additional subsurface investigation, laboratory testing, and analyses will be required for the subject site.

### **OBJECTIVES AND SCOPE**

The objectives and scope of our study were planned in discussions between Mr. Nate Reeve of Reeve and Associates and Mr. Andrew Harris of CMT Engineering Laboratories (CMT). In general, the objectives of this study were to define and evaluate the subsurface soil and groundwater conditions at the site, and provide appropriate foundation, earthwork, pavement and seismic recommendations to be utilized in the design and construction of the proposed development.

In accomplishing these objectives, our scope of work will include performing field exploration, consisting of the excavating/logging/sampling of 6 test pits, performing laboratory testing on representative samples, and conducting an office program, consisting of correlating available data, performing engineering analyses, and preparing a summary report. The field investigation for the subject property is scheduled for the immediate future.

### **PROPOSED CONSTRUCTION**

We understand that development of a mixed use commercial and townhome subdivision is planned for the parcel. The structures are anticipated to be 1 to 3 levels above grade, constructed using conventional wood/light metal framing, reinforced masonry, and/or steel post and beam construction techniques, and founded on spread footings with slab on grade floors established at or near existing grades.

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<sup>1</sup> "Geotechnical Study, Proposed Maverik Country Store, Southwest Corner of South Weber Drive and Frontage Road (2700 East), South Weber, Utah," Gordon Geotechnical Engineering, Inc. Job Number 248-024-15.



Site development will require some earthwork in the form of minor cutting and filling. A site grading plan was not available at the time of this report, but we project that maximum cuts and fills may be on the order of 1 to 3 feet.

Pavements are to include asphalt paved parking areas, internal drive lanes, and residential streets. Traffic is projected to consist of mostly automobiles and light trucks, a few daily medium-weight delivery trucks, a weekly garbage truck, and an occasional fire truck.

### **SUBSURFACE SOIL AND GROUNDWATER CONDITIONS**

Based on the conditions described in the referenced geotechnical study, the subsurface soil conditions are anticipated to consist of surficial layers of silty and clay overlying sands and gravels. Groundwater is anticipated to be deeper than 15 feet below existing site grades.

### **SEISMIC**

#### **Faulting**

No active surface fault traces are shown on the referenced geologic map crossing or adjacent to the subject site. The nearest mapped active fault to the site is the Weber Section of the Wasatch Fault located about 0.5 miles to the east.

#### **Site Class**

Utah has adopted the International Building Code (IBC) 2018, which determines the seismic hazard for a site based upon 2014 mapping of bedrock accelerations prepared by the United States Geologic Survey (USGS) and the soil site class. The USGS values are presented on maps incorporated into the IBC code and are also available based on latitude and longitude coordinates (grid points). For site class definitions, IBC 2018 Section 1613.2.2 refers to Chapter 20, Site Classification Procedure for Seismic Design, of ASCE<sup>2</sup> 7-16. Given the subsurface soils encountered at the site, which only extended to a depth of about 15.5 feet, it is our opinion the site best fits Site Class D – Stiff Soil Profile, which we recommend for seismic structural design.

#### **Ground Motion**

The 2014 USGS mapping utilized by the IBC provides values of peak ground, short period and long period accelerations for the Site Class B/C boundary and the Maximum Considered Earthquake (MCE). This Site Class B boundary represents average bedrock values for the Western United States and must be corrected for local soil conditions. The Seismic Design Categories in the International Residential Code (IRC 2018 Table R301.2.2.1.1) are based upon the Site Class as addressed in the previous section. Ground motion recommendations will be provided for the site in the subsequent geotechnical study upon determination of the subsurface soil conditions.

---

<sup>2</sup>American Society of Civil Engineers



## **SITE PREPARATION AND GRADING**

### **General**

It is anticipated that initial site preparation will consist of the removal of any surface vegetation, topsoil, and any other deleterious materials from beneath an area extending out at least 3 feet beyond new structures and 2 feet beyond pavements. Trees and their associated root bulbs will require deeper removal depths.

All non-engineered fill must be removed below the buildings but may remain below pavement areas if; free of debris and deleterious materials, nor more than 3 feet thick, subsequent site grading fills are not more than 3 feet thick, and if properly prepared.

Proper preparation of existing fills below pavements will consist of the scarification of the upper 12 inches followed by moisture preparation and re-compaction to the requirements of structural fill. Where existing surface fill soils are less than 12 inches in total thickness then preparation shall consist of the total thickness of surface fill present.

Subsequent to stripping and prior to the placement of floor slabs, foundations, structural site grading fills, exterior flatwork, and pavements, the exposed subgrade must be proofrolled by passing moderate-weight rubber tire-mounted construction equipment over the surface at least twice. If excessively soft or otherwise unsuitable soils are encountered beneath footings, they must be completely removed. If removal depth required is greater than 2 feet below footings, CMT must be notified to provide further recommendations. In pavement, floor slab, and outside flatwork areas, unsuitable natural soils should be removed to a maximum depth of 2 feet and replaced with compacted granular structural fill. Fills must be handled as described above.

The site should be examined by a CMT geotechnical engineer to assess that suitable natural soils have been exposed and any deleterious materials, loose and/or disturbed soils have been removed, prior to placing site grading fills, footings, slabs, and pavements.

### **Temporary Excavations**

In clayey (cohesive) soils, temporary construction excavations not exceeding 4 feet in depth may be constructed with near-vertical side slopes. Temporary excavations up to 8 feet deep, above or below groundwater, may be constructed with side slopes no steeper than one-half horizontal to one vertical (0.5H:1V).

For sandy/gravelly (cohesionless) soils, temporary construction excavations not exceeding 4 feet in depth should be no steeper than one-half horizontal to one vertical (0.5H:1V). For excavations up to 8 feet and above groundwater, side slopes should be no steeper than one horizontal to one vertical (1H:1V). Excavations encountering saturated cohesionless soils will be very difficult to maintain, and will require very flat side slopes and/or shoring, bracing and dewatering.

To reduce disturbance of the natural soils during excavation, we recommend that smooth edge buckets/blades be utilized.



All excavations must be inspected periodically by qualified personnel. If any signs of instability or excessive sloughing are noted, immediate remedial action must be initiated. All excavations should be made following OSHA safety guidelines.

### **Fill Material**

Structural fill is defined as all fill which will ultimately be subjected to structural loadings, such as imposed by footings, floor slabs, pavements, etc. Structural fill will be required as backfill over foundations and utilities, as site grading fill, and as replacement fill below footings. All structural fill must be free of sod, rubbish, topsoil, frozen soil, and other deleterious materials.

Following are our recommendations for the various fill types we anticipate will be used at this site:

<b>Fill Material Type</b>	<b>Description/Recommended Specification</b>
Structural Fill	Placed below structures, flatwork and pavement. Imported structural fill should consist of well-graded sand/gravel mixture, with maximum particle size of 4 inches, a minimum 70% passing 3/4-inch sieve, a maximum 20% passing the No. 200 sieve, and a maximum Plasticity Index of 10.
Site Grading Fill	Placed over larger areas to raise the site grade. Sandy to gravelly soil, with a maximum particle size of 6 inches, a minimum 70% passing 3/4-inch sieve, and a maximum 40% passing No. 200 sieve.
Non-Structural Fill	Placed below non-structural areas, such as landscaping. On-site soils or imported soils, with a maximum particle size of 8 inches, including silt/clay soils not containing excessive amounts of degradable/organic material.
Stabilization Fill	Placed to stabilize soft areas prior to placing structural fill and/or site grading fill. Coarse angular gravels and cobbles 1 inch to 8 inches in size. May also use 1.5- to 2.0-inch gravel placed on stabilization fabric, such as Mirafi RS280i, or equivalent (see below).

On-site sand soils may be used as site grading fill if free of deleterious material. Other on-site soils may be utilized as non-structural fill. However, please note that the fine-grained soils are inherently more difficult to rework, are very sensitive to changes in moisture content, and will require very close moisture control during placement and compaction. In addition, smaller lift placement and moderate to high compaction effort will be likely. This will be very difficult, if not impossible, during wet and cold periods of the year.

All fill material should be approved by a CMT geotechnical engineer prior to placement.

### **Fill Placement and Compaction**

The various types of compaction equipment available have their limitations as to the maximum lift thickness that can be compacted. For example, hand operated equipment is limited to lifts of about 4 inches and most



“trench compactors” have a maximum, consistent compaction depth of about 6 inches. Large rollers, depending on soil and moisture conditions, can achieve compaction at 8 to 12 inches. The full thickness of each lift should be compacted to at least the following percentages of the maximum dry density as determined by ASTM D-1557 (or AASHTO<sup>3</sup> T-180) in accordance with the following recommendations:

Location	Total Fill Thickness (feet)	Minimum Percentage of Maximum Dry Density
Beneath an area extending at least 3 feet beyond the perimeter of structures, and below flatwork and pavement (applies to structural fill and site grading fill)	0 to 5	95
	5 to 8	98
Site grading fill outside area defined above	0 to 5	92
	5 to 8	95
Utility trenches within structural areas	--	96
Roadbase and subbase	-	96
Non-structural fill	0 to 5	90
	5 to 8	92

Structural fills greater than 8 feet thick are not anticipated at the site. For best compaction results, we recommend that the moisture content for structural fill/backfill be within 2% of optimum. Field density tests should be performed on each lift as necessary to verify that proper compaction is being achieved.

### Utility Trenches

For the bedding zone around the utility, we recommend utilizing sand bedding fill material that meets current APWA<sup>4</sup> requirements.

All utility trench backfill material below structurally loaded facilities (flatwork, floor slabs, roads, etc.) shall be placed at the same density requirements established for structural fill. If the surface of the backfill becomes disturbed during the course of construction, the backfill shall be proofrolled and/or properly compacted prior to the construction of any exterior flatwork over a backfilled trench. Proofrolling shall be performed by passing moderately loaded rubber tire-mounted construction equipment uniformly over the surface at least twice. If excessively loose or soft areas are encountered during proofrolling, they shall be removed to a maximum depth of 2 feet below design finish grade and replaced with structural fill.

Most utility companies and City-County governments are now requiring that Type A-1a or A-1b (AASHTO Designation – basically granular soils with limited fines) soils be used as backfill over utilities. These organizations are also requiring that in public roadways the backfill over major utilities be compacted over the full depth of fill to at least 96 percent of the maximum dry density as determined by the AASHTO T-180 (ASTM D-1557) method of compaction. We recommend that as the major utilities continue onto the site that these compaction specifications are followed.

<sup>3</sup> American Association of State Highway and Transportation Officials

<sup>4</sup> American Public Works Association



In private utility areas, existing fill soils and natural soils may be re-utilized as trench backfill over the bedding layer provided that they are properly moisture prepared and compacted to the minimum requirements stated above under Fill Placement and Compaction.

## **FOUNDATION RECOMMENDATIONS**

The following preliminary foundation recommendations have been developed on the basis of the previously described project characteristics and the subsurface conditions described in the referenced geotechnical study, as well as common geotechnical engineering practice.

### **Spread Footing Recommendations**

It is anticipated that the proposed structures may be supported upon conventional spread and/or continuous wall foundations placed on suitable, undisturbed natural soils and/or on structural fill extending to suitable natural soils. Footings may be designed using a net bearing pressure of 2,500 psf if placed on suitable, undisturbed, natural soils or structural fill extending to suitable natural soils.

The term “net bearing pressure” refers to the pressure imposed by the portion of the structure located above lowest adjacent final grade, thus the weight of the footing and backfill to lowest adjacent final grade need not be considered. The allowable bearing pressure may be increased by 1/3 for temporary loads such as wind and seismic forces.

We also recommend the following:

1. Exterior footings subject to frost should be placed at least 30 inches below final grade.
2. Interior footings not subject to frost should be placed at least 16 inches below grade.
3. Continuous footing widths should be maintained at a minimum of 18 inches.
4. Spot footings should be a minimum of 24 inches wide.

### **Installation**

Under no circumstances shall the footings be established upon non-engineered fills, loose or disturbed soils, topsoil, sod, rubbish, construction debris, other deleterious materials, frozen soils, or within ponded water. If unsuitable soils are encountered, they must be completely removed and replaced with compacted structural fill.

Deep, large roots may be encountered where trees occupy, or once occupied portions of the site; such large roots should be removed. Excavation bottoms should be examined by a qualified geotechnical engineer to confirm that suitable bearing materials soils have been exposed.

All structural fill should meet the requirements for such, and should be placed and compacted in accordance with recommendations provided above. The width of structural replacement fill below footings should be equal to the width of the footing plus 1 foot for each foot of fill thickness. For instance, if the footing width is



2 feet and the structural fill depth beneath the footing is 2 feet, the fill replacement width should be 4 feet, centered beneath the footing.

### **Estimated Settlement**

Settlements of foundations designed and installed in accordance with the above criteria and recommendations supporting the loads, as discussed in above under, Description of Proposed Construction, can be controlled to within 1 inch or less. Approximately 40 percent of the quoted settlement should occur during construction.

### **Lateral Resistance**

Lateral loads imposed upon foundations due to wind or seismic forces may be resisted by the development of passive earth pressures and friction between the base of the footings and the supporting soils. In determining frictional resistance, a coefficient of 0.30 for natural silt/clay soils or 0.35 for natural sand soils and structural fill, may be utilized for design. Passive resistance provided by properly placed and compacted structural fill above the water table may be considered equivalent to a fluid with a density of 250 pcf. A combination of passive earth resistance and friction may be utilized if the friction component of the total is divided by 1.5.

### **FLOOR SLABS**

Floor slabs may be established upon suitable, undisturbed, natural soils or on structural fill extending to suitable natural soils (same as for foundations). Under no circumstances shall floor slabs be established directly on any topsoil, non-engineered fills, loose or disturbed soils, sod, rubbish, construction debris, other deleterious materials, frozen soils, or within ponded water.

In order to facilitate curing of the concrete, we recommend that floor slabs be directly underlain by at least 4 inches of “free-draining” fill, such as “pea” gravel or 3/4-inch quarters to 1-inch minus, clean, gap-graded gravel. To help control normal shrinkage and stress cracking, the floor slabs may have the following features:

1. Adequate reinforcement for the anticipated floor loads with the reinforcement continuous through interior floor joints;
2. Frequent crack control joints; and
3. Non-rigid attachment of the slabs to foundation walls and bearing slabs.

### **DRAINAGE**

It is important to the long-term performance of foundations and floor slabs that water not be allowed to collect near the foundation walls and infiltrate into the underlying soils. We recommend the following:

1. All areas around structures should be sloped to provide drainage away from the foundations. Where possible we recommend a minimum slope of 6 inches in the first 10 feet away from the structure.



2. All roof drainage should be collected in rain gutters with downspouts designed to discharge at least 10 feet from the foundation walls or well beyond the backfill limits, whichever is greater.
3. Adequate compaction of the foundation backfill should be provided. We suggest a minimum of 90% of the maximum laboratory density as determined by ASTM D-1557. Water consolidation methods should not be used under any circumstances.
4. Sprinklers should be aimed away from the foundation walls. The sprinkling systems should be designed with proper drainage and be well-maintained. Over watering should be avoided.
5. Other precautions may become evident during construction.

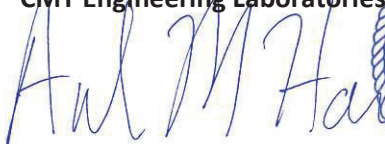
### **CLOSURE**

The preliminary recommendations provided herein were developed through review of the referenced geotechnical study. Further site specific evaluation is required to provide final recommendations. A final updated report will be completed at a later date. Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

We appreciate the opportunity to be of service to you on this project. If we can be of further assistance or if you have any questions regarding this project, please do not hesitate to contact us at (801) 870-6730.

Sincerely,

**CMT Engineering Laboratories**



Andrew M. Harris, P.E.

Geotechnical Division Manager







January 27, 2020

**Project:** *South Weber Business Park and Townhomes*  
**Subject:** *Trip Generation Letter*

Per the requirements of South Weber City, Reeve and Associates has prepared this trip generation letter. The purpose of this letter is to assist in estimating the number of trips that will be generated due to development of the South Weber Business Park and Townhomes project located on the Highway 89 Frontage Road. The project consists of a northern area including a car wash and light industrial units, and a southern area with townhomes. Access northern portion of the site will be through the adjacent maverick site and off of the frontage road. The southern portion is accessed by a roadway off of 7800 S to the south.

The number of trips generated for the proposed development was determined using ITE's (Institute of Transportation Engineers) 10<sup>th</sup> Edition Trip Generation Manual for a various land uses including: General Light Industrial (Land Use: 110), Multifamily Housing (Low-Rise) ((Land Use: 220), Self-Service Car Wash (Land Use: 947), and Automated Car Wash (Land Use: 948). Both land uses related to the car wash only contain data for the P.M. time frame. The A.M. time period for the car wash uses is assumed to have 50% of the P.M. traffic. The calculations are included attached to this letter. Table 1 below summarizes the total trips generated as well as the entering and exiting counts. No trips are assumed to have originated from passerby vehicles. Total projected counts from the A.M. are 147, and the P.M. 272.

**Table 1 – Trip Generation**

<i>Land Use</i>	<i>Time</i>	<i>Generated Trips/Peak Hour</i>	<i>Trips Entering</i>	<i>Trips Exiting</i>
<b><i>General Light Industrial</i></b>	<b><i>AM Peak</i></b>	<b><i>14</i></b>	12	2
	<b><i>PM Peak</i></b>	<b><i>13</i></b>	2	11
<b><i>Multifamily Housing (Low-Rise)</i></b>	<b><i>AM Peak</i></b>	<b><i>5</i></b>	1	4
	<b><i>PM Peak</i></b>	<b><i>4</i></b>	2	2
<b><i>Self-Service Car Wash</i></b>	<b><i>AM Peak</i></b>	<b><i>11</i></b>	6	6
	<b><i>PM Peak</i></b>	<b><i>22</i></b>	11	11
<b><i>Automated Car Wash</i></b>	<b><i>AM Peak</i></b>	<b><i>117</i></b>	58	59
	<b><i>PM Peak</i></b>	<b><i>233</i></b>	116	117

We hope that the information provided is sufficient to determine whether a traffic impact study will be required for the site. Attached to this letter are the calculations summarized in the tables provided above. If you have any questions, or we can be of further assistance, please let us know.

*Solutions You Can Build On™*  
*Civil Engineering / Land Planning / Structural Engineering / Landscape Architecture / Land Surveying*

5160 South 1500 West • Riverdale, Utah 84405 • Tel: 801-621-3100 • Fax: 801-621-2666

Email: [ogden@reeve-assoc.com](mailto:ogden@reeve-assoc.com) • Website: [www.reeve-assoc.com](http://www.reeve-assoc.com)



# Reeve & Associates, Inc.



Sincerely,

Nate Reeve, P.E.  
Principal Engineer  
Reeve & Associates, Inc.  
[nreeve@reeve-assoc.com](mailto:nreeve@reeve-assoc.com)

Kenneth Hunter, E.I.T  
Project Engineer  
Reeve & Associates  
[khunter@reeve-assoc.com](mailto:khunter@reeve-assoc.com)

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## South Weber Business Park and Townhomes

### TRIP GENERATION

1/27/20 KHH # 4671-15

Land Use: General Light Industrial  
Code: 110  
per ITE Trip Generation Manual 10th Edition

#### A.M. Peak Hour Trip Generation

Number of units = 12  
Area per unit = 1,680  
Total Number of Trips per Hour/1000 s.f. = 0.7

**Total Trips Generated = 14**

Trip Directional Distribution: 88% entering, 12% exiting

Entering=	12
Exiting=	2

#### P.M. Peak Hour Trip Generation

Number of units = 12  
Area per unit = 1,680  
Total Number of Trips per Hour/1000 s.f. = 0.63

**Total Trips Generated = 13**

Trip Directional Distribution: 13% entering, 87% exiting

Entering=	2
Exiting=	11





## South Weber Business Park and Townhomes

### TRIP GENERATION

1/27/20 KHH # 4671-15

Land Use: Multifamily Housing (Low-Rise)

Code: 220

per ITE Trip Generation Manual 10th Edition

#### A.M. Peak Hour Trip Generation

Number of Units = 13  
Total Number of Trips per Hour = 0.36

**Total Trips Generated = 5**

Trip Directional Distribution: 30% entering, 70% exiting

Entering = 1  
Exiting = 4

#### P.M. Peak Hour Trip Generation

Number of Vehicle Fueling Positions = 13  
Total Number of Trips per Hour = 0.33

**Total Trips Generated = 4**

Trip Directional Distribution: 55% entering, 45% exiting

Entering = 2  
Exiting = 2





## South Weber Business Park and Townhomes

### TRIP GENERATION

1/27/20 KHH # 4671-15

**Land Use: Self-Service Car Wash**

**Code: 947**

**per ITE Trip Generation Manual 10th Edition**

#### **A.M. Peak Hour Trip Generation\***

\*no data available

#### **P.M. Peak Hour Trip Generation**

Number of Wash Stalls = 4  
Total Number of Trips per Hour= 5.54

**Total Trips Generated = 22**

Trip Directional Distribution: 51% entering, 49% exiting

Entering= 11  
Exiting= 11





## South Weber Business Park and Townhomes

### TRIP GENERATION

1/27/20 KHH # 4671-15

Land Use: Automated Car Wash

Code: 948

per ITE Trip Generation Manual 10th Edition

#### A.M. Peak Hour Trip Generation\*

\*no data available

#### P.M. Peak Hour Trip Generation

Number of Tunnels = 3  
Total Number of Trips per Hour= 77.5

**Total Trips Generated = 233**

Trip Directional Distribution: 50% entering, 50% exiting

Entering= 116  
Exiting= 117





synthetic stone veneer  
harristone brown chief joseph



sifts field  
senegy shearling



sifts trim  
senegy candamom



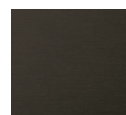
sifts trim  
senegy brunet



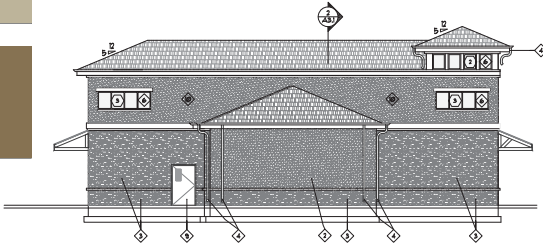
1  
AU  
NORTH WEST  
ELEVATION  
0 2 4 6 8  
SCALE: 1/8" = 1'-0"



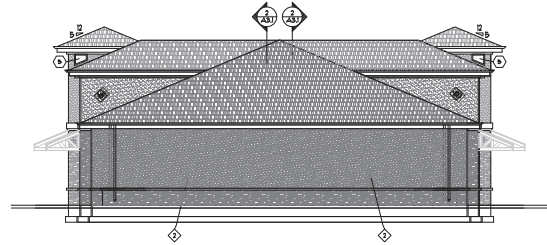
asphalt shingles  
gaf timberline mission brown



aluminum gutters and trim  
dark bronze anodized



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



3  
AU  
SOUTH WEST  
ELEVATION  
0 2 4 6 8  
SCALE: 1/8" = 1'-0"



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

FINISH SCHEDULE	
NO.	NOTE
1	ARCHITECTURAL GRADE BRICKLE ROOF
2	7 EPS OVER CONCRETE FILLED PIGG BALL SYSTEM
3	SYNTHETIC STONE VENEER
4	PRE-FINISHED ALUMINUM RAIN GUTTER AND DOWNSPUT
5	VENDING MACHINES - SEE EQUIPMENT PLAN
6	7 INSULATED GLASS N 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 APPL.  
SOUTH WEBER UT  
SCOTT MORTENSEN

ARCHITECT

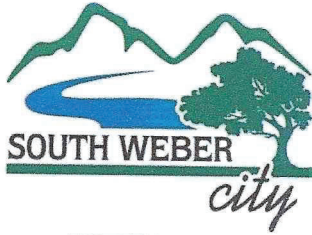
NICHOLS • NAYLOR  
ARCHITECTS  
1155 EAST WILMINGTON AVENUE SUITE 250  
SALT LAKE CITY, UT 84119 (801) 467-3333



DATE  
22 JANUARY 2020

SHEET NUMBER  
A2.1





1600 E. South Weber Drive  
South Weber, UT 84405

www.southwebercity.com

801-479-3177  
FAX 801-479-0066

**FOR OFFICE USE ONLY**

Fee paid \$ \_\_\_\_\_ Receipt \_\_\_\_\_ Date \_\_\_\_\_

Recommended by Planning Commission on: \_\_\_\_\_

Approved by City Council on: \_\_\_\_\_

**ZONE CHANGE APPLICATION**

Approx. Location: South of 2577 E South Weber Dr. (on 2700E)

Parcel Number(s): 13-034-0065 Lot 2 Total Acres: 4.20

Request: 1 (Lot 2) Acres changed from C-H Zone to LI Zone  
\_\_\_\_\_ Acres changed from \_\_\_\_\_ Zone to \_\_\_\_\_ Zone

Legal Description: (attach if too large) Lot 2 of South Weber  
Transition Subdivision

Proposed Use: 12 owner occupied office/warehouse space

How does this use support the City's General Plan? This will help create  
a transition from Commercial to the residential properties  
to the South.

**Applicant**

Name: Mike Ford  
Company: South Weber Business Park, LLC  
Address: 2049 S 1230W  
City/State/Zip: Syracuse, UT 84075  
Phone: 801-644-5100  
Email: mike@utahbravo.com

**Property Owner, if not Applicant**

Name: Dan L Murray  
Company: Murray Family Investments LLC  
Address: 1907 North 400 West  
City/State/Zip: Centerville, UT 84014  
Phone: 801-910-7102  
Email: dan.murray@murrayfamilyinvestments.com



**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.

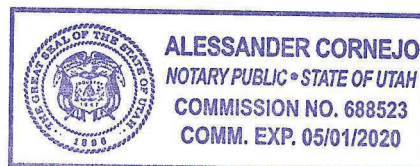
Applicant's Signature: [Signature] Date: 1-28-20

State of Utah, County of Davis

Subscribed and sworn to before me on this 28<sup>th</sup> day of January, 2020

Printed Name Alessander Cornejo

Notary Signature [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 \_\_\_\_\_ 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: \_\_\_\_\_ Date: \_\_\_\_\_

State of Utah, County of Davis

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

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

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

Seal



# SOUTH WEBER BUSINESS PARK CONDOMINIUMS

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



**VICINITY MAP**  
SCALE: NONE

## NOTES

1. ALL TIES TO BUILDINGS ARE PERPENDICULAR.
2. THE PROPERTY OWNER'S ASSOCIATION WILL OWN AND MAINTAIN ALL COMMON AREA.
3. ALL AREA OUTSIDE OF BUILDINGS IS CONSIDERED COMMON AREA.
4. ALL COMMON AREA IS PUBLIC UTILITY EASEMENT.
5. ALL WALKWAYS, PARKING, AND PAVEMENT TO BE SHARED BETWEEN UNITS.

## 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 3/4" 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 35 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.

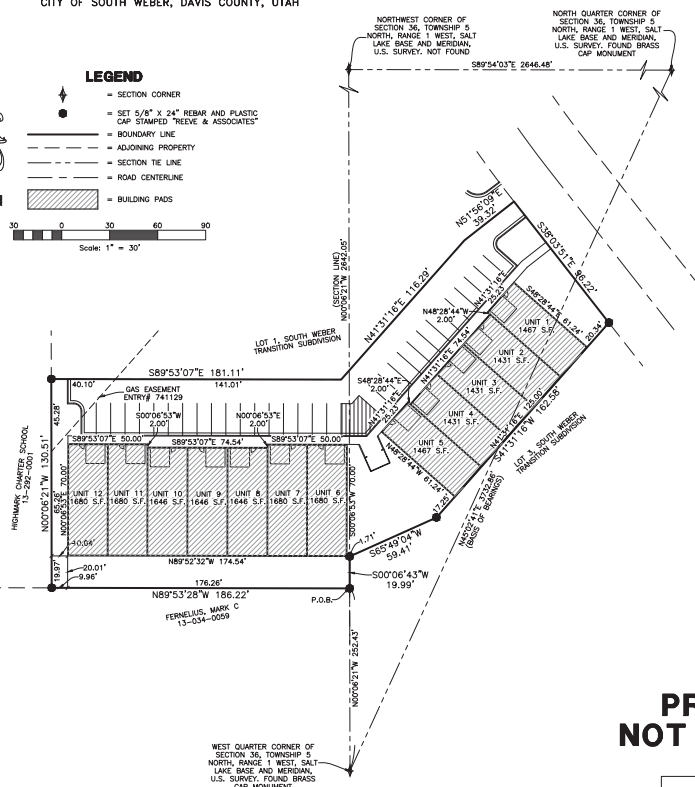
## BOUNDARY DESCRIPTION

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, SAID POINT BEING N00°06'21"W 252.43 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE N89°53'28"W 186.22 FEET; THENCE N00°06'21"W 130.51 FEET; THENCE S89°53'07"E 181.11 FEET; THENCE N41°31'16"E 116.29 FEET; THENCE N01°50'09"E 39.22 FEET TO THE WESTERN RIGHT OF WAY LINE OF THE FRONTAGE ROAD; THENCE S38°03'51"E ALONG SAID WESTERLY LINE, 96.22 FEET; THENCE S41°31'16"W 162.08 FEET; THENCE S60°49'04"W 59.41 FEET; THENCE S00°06'43"W 19.99 FEET TO THE POINT OF BEGINNING.  
CONTAINING 43162 SQUARE FEET OR 0.991 ACRES MORE OR LESS.

## LEGEND

- SECTION CORNER
- SET 5/8" X 24" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
- BOUNDARY LINE
- ADJOINING PROPERTY
- SECTION TIE LINE
- ROAD CENTERLINE
- BUILDING PADS

Scale: 1" = 30'



**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 BUSINESS PARK CONDOMINIUMS 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 PUBLIC RECORDS OF THE COUNTY OF DAVIS, UTAH, 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

TREVOR J. HATCH  
STATE OF UTAH

**OWNER'S DEDICATION AND CERTIFICATION**

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF THE TRACT OF LAND DESCRIBED HEREON AS SOUTH WEBER BUSINESS PARK CONDOMINIUMS A UTAH CONDOMINIUM PROJECT, LOCATED ON SAID TRACT OF LAND, HAS CAUSED A SURVEY TO BE MADE AND THIS RECORD OF SURVEY PLAT TO BE PREPARED, AND DOES HEREBY GIVE MY CONSENT TO THE RECORDATION OF THIS PLAT FOR THE PURPOSE OF CONDOMINIUMIZING THE TRACT OF LAND DESCRIBED HEREON INTO UNITS IN ACCORDANCE WITH THIS PLAT. ALL COMMON AREA TO BE DEDICATED TO THE PROPERTY OWNER'S ASSOCIATION FOR THE PURPOSE OF PUBLIC AND PRIVATE UTILITIES.

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

FOR: MURRAY FAMILY INVESTMENTS LLC  
DANNY LEE MURRAY

**ACKNOWLEDGMENT**

STATE OF UTAH \_\_\_\_\_, JSS.  
COUNTY OF \_\_\_\_\_, \_\_\_\_\_.

ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, \_\_\_\_\_ (AND) \_\_\_\_\_, SIGNED(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME, \_\_\_\_\_, SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

**PRELIMINARY PLAT  
NOT FOR RECORDATION**

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

SOUTH WEBER CITY ATTORNEY

**PROJECT INFORMATION**

Surveyor: I. HATCH  
Project Name: SOUTH WEBER BUSINESS PARK  
Designer: J. HATCH  
Number: 4871-16  
Revision: 7-3-22  
Begin Date: 1-27-2020  
Checkdate:

**Reeve & Associates, Inc.**  
210 S. 1000 E. SUITE 200, SALT LAKE CITY, UT 84143  
TEL: 313-44-0000 FAX: 313-44-0000  
WWW.REEVE-ASSOCIATES.COM

**DAVIS COUNTY RECORDER**

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

RECORDED FOR: \_\_\_\_\_

DAVIS COUNTY RECORDER  
DEPUTY





COLOR SCHEDULE	
OBJECT	COLOR
GARAGE DOORS	SANDSTONE
EXTERIOR MAIN DOORS	SANDSTONE
SYNTHETIC STONE VENEER	HARRISTONE BROWN CHIEF JOSEPH
AREA 1 EIFS FIELD	SENERGY SHEARLING
AREA 2 EIFS FIELD	SENERGY CARDAMOM
EIFS TRIM	SENERGY BRUNET
ASPHALT SHINGLES	GAF TIMBERLINE MISSION BROWN
SOFFIT, FASCIA	DARK BRONZE ANODIZED

NOTES:  
1. OWNER/CONTRACTOR TO CONFIRM ALL COLOR SCHEMES.

WAREHOUSE FRONT ELEVATIONS – SOUTH WEBER MULTIUSE PROJECT

SCALE: 3/16" = 1'-0"



**Reeve  
& Associates, Inc.**

5160 SOUTH 1500 WEST  
RIVERDALE, UTAH 84405  
TEL: (801) 621-3100 FAX: (801) 621-2666  
www.reeve-assoc.com

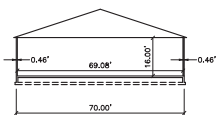
LAND PLANNERS \* CIVIL ENGINEERS  
LAND SURVEYORS \* TRAFFIC ENGINEERS  
STRUCTURAL ENGINEERS  
LANDSCAPE ARCHITECTS

PROJECT NUMBER 4671-15  
DRAWN BY: A.W.B.

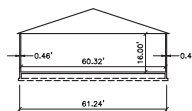


# SOUTH WEBER BUSINESS PARK CONDOMINIUMS

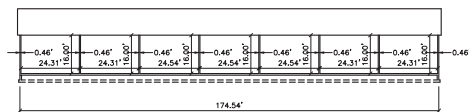
PART OF THE NORTHEAST QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION 36,  
TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY  
CITY OF SOUTH WEBER, DAVIS COUNTY, UTAH



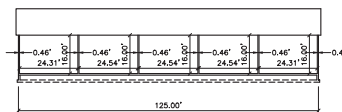
SECTION A-A



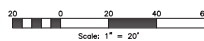
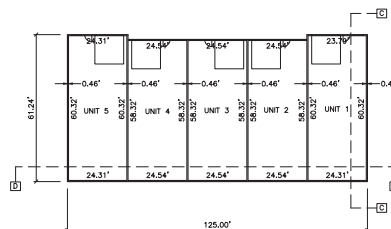
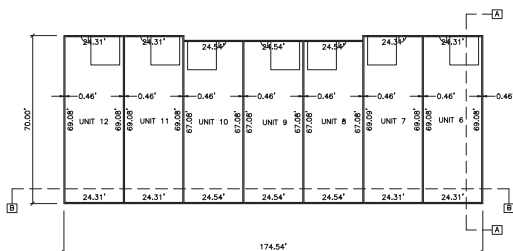
SECTION C-C



SECTION B-B



SECTION D-D



PROJECT INFORMATION	
Surveyor:	Project Name: SOUTH WEBER BUSINESS PARK
Designer:	Number: 4871-16
Begin Date:	Scale: 1"=20'
	Revision:
	Checklist:

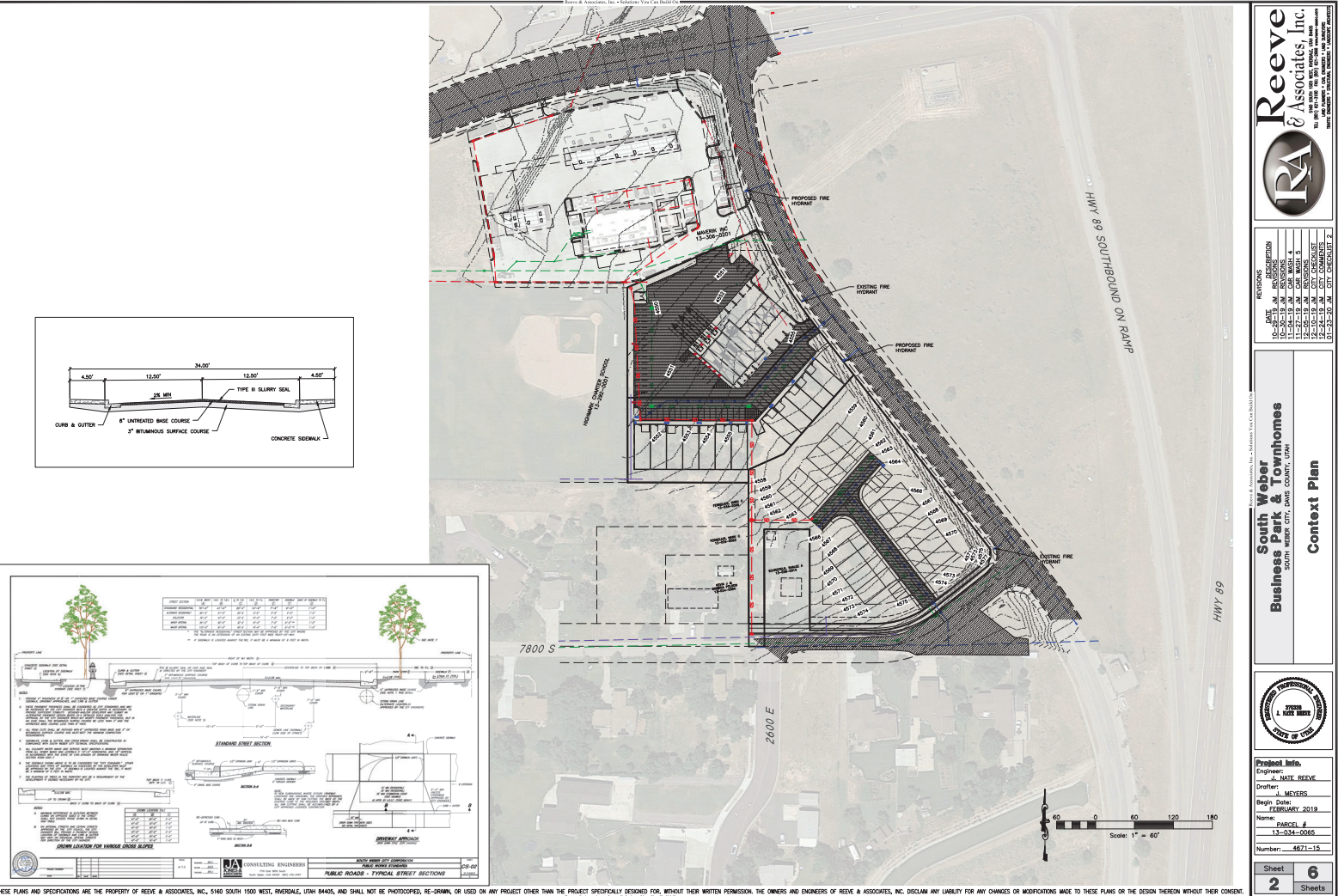
**RA** **Reeve & Associates, Inc.**  
216 S. 1000 E. SUITE 200, SALT LAKE CITY, UT 84143  
TEL: (801) 466-8888 FAX: (801) 466-8889  
WWW.REVEE-ASSOCIATES.COM

DAVIS COUNTY RECORDER	
ENTRY NO.	FEE PAID
AND RECORDED	FILED FOR RECORD
IN BOOK	AT
THE OFFICIAL RECORDS, PAGE	
RECORDED FOR:	
DAVIS COUNTY RECORDER	
DEPUTY	

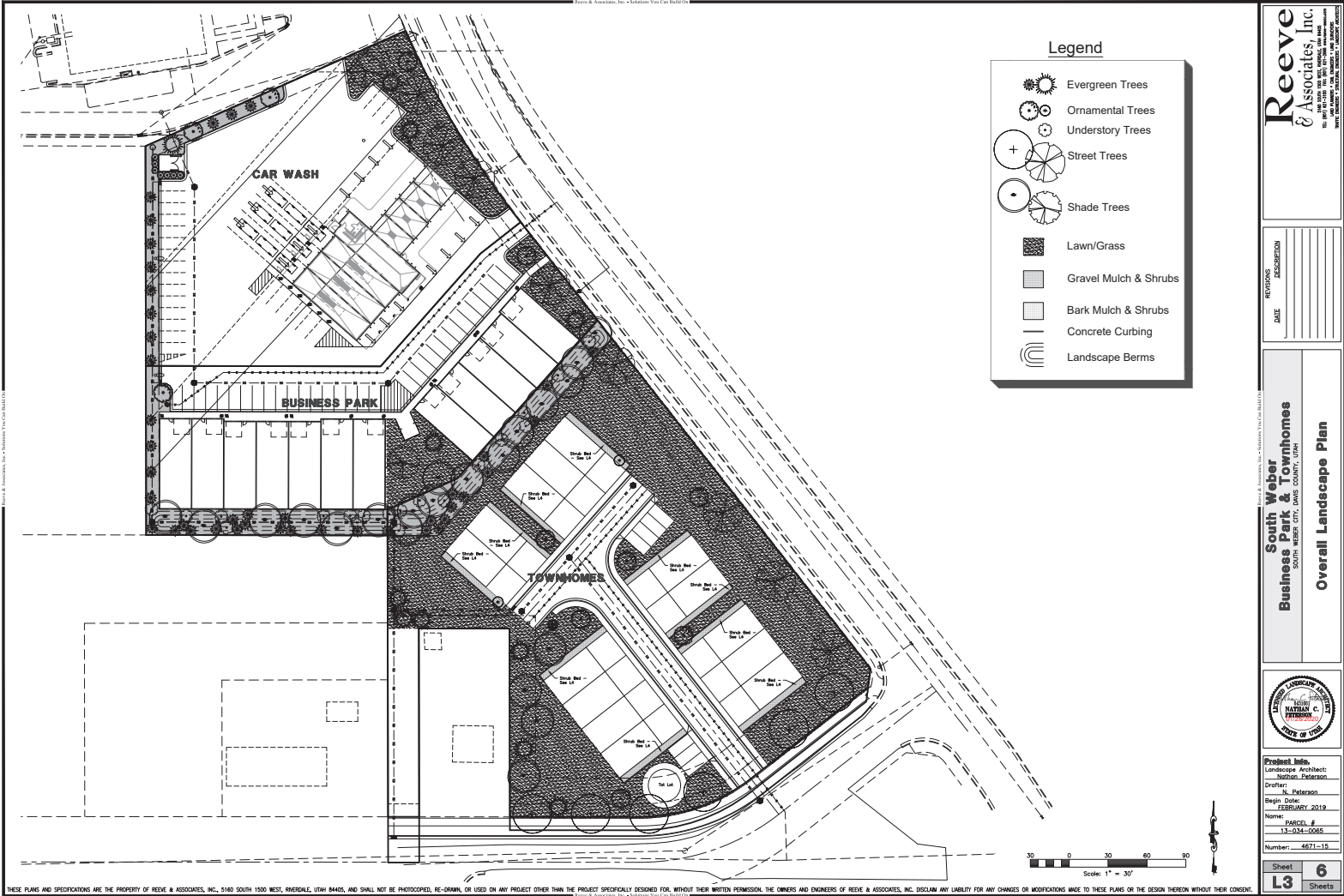






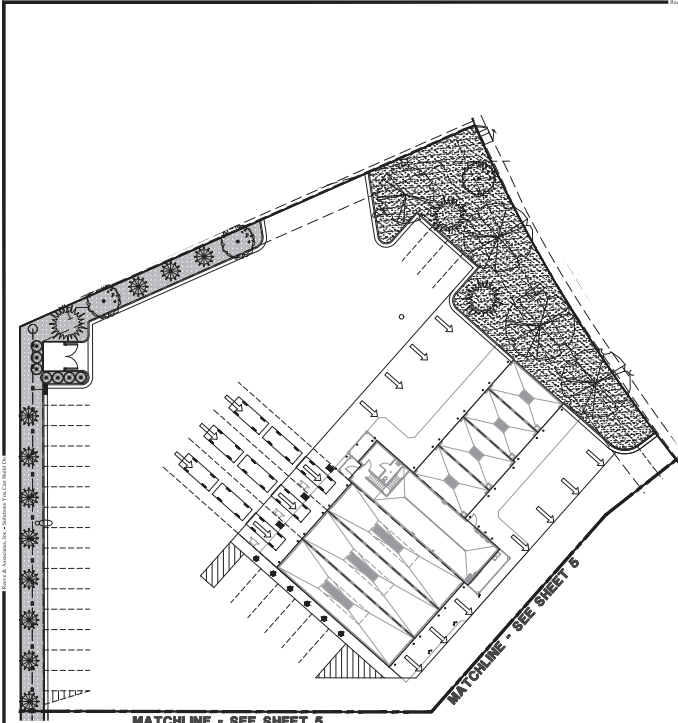






THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5180 SOUTH 1500 WEST, RIVERDALE, UTAH 84403, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

























MATCHLINE - SEE SHEET 5

MATCHLINE - SEE SHEET 6

Reeve & Associates, Inc. • Solutions You Can Rely On

Plant Table							
Trees	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 nigra	Austrian Pine	6" B&B	
0	0	1		Picea glauca 'Nidulata'	Weeping White Spruce	6" Ht.	
11	31	0		Picea pungens 'Fastigiate'	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 avellana 'Contorta'	Contorted Filbert	10 Gal.	
0	17	4		Cornus latifolia 'Fastigiate'	Pyramidal Hornbeam	2" cal.	

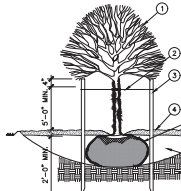
Shrubs						
Car Wash	Business Park	Town Homes	Symbol	Scientific Name	Common Name	Size
0	0	12		Berberis thun. 'atras. 'Nana'	Crimson Pigmy Barberry	5 gal.
0	12	6		Cornus sericea 'Insignis'	Insignis Dwarf Dogwood	5 gal.
0	0	18		Mahonia aquifolium 'Compositum'	Compact Oregon Grape	5 gal.
0	24	0		Physocarpus opulifolius 'Dart's Gold'	Dart's Gold Nivea	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 Bride'	Blushing Bride 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		Lavandula angustifolia 'Munstead'	Munstead 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
Car Wash	Business Park	Town Homes	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, staking, 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 plan 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 grade, walks, paving, headers and curbs to accommodate soil. Grass in areas where needed shall be 1" lower than adjacent edge.
- Native plants shall be stockpiled and stored on site whenever possible for use in landscape areas.
- All root 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.
- Face each shrub to give the most pleasing look as seen from a line perpendicular to the wall or walk to/from which it is viewed.
- Erging or Coring shall be installed as shown on the plan to remove grass from shrub beds.
- Shrub beds shall drain properly to prevent standing water from occurring. Call properly 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 crowd out small perennial plants with excessive mulch.



NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

### DECIDUOUS TREE PLANTING

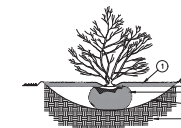
NTS



NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

### CONIFEROUS TREE PLANTING

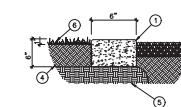
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NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

### SHRUB PLANTING

NTS



### CONCRETE MOW STRIP

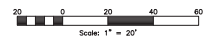
NTS

- PRUNE ALL DEAD AND INJURED WOOD. DO NOT CUT LEADER.
- LOOSELY TIE TO ALLOW FOR TREE MOVEMENT, BUT SECURED FOR HIGH WIND CONDITIONS.
- METAL T-POSTS, 2 PER TREE. REMOVE POSTS & TIES AFTER ONE YEAR.
- CONSTRUCT 4" EARTH BERM SAUCER. FILL WITH 3" BARK/ROCK MULCH. BRUSH AWAY FROM TRUNK. REMOVE SAUCER AFTER ONE YEAR.
- REMOVE BURLAP/PACKAGING MAT. PLANT TREES 2"-3" HIGHER THAN GRADE.
- BACKFILL WITH NATIVE SOIL.
- UNDISTURBED SOIL.

- LOOSELY TIE TO ALLOW FOR TREE MOVEMENT, BUT SECURED FOR HIGH WIND CONDITIONS.
- 4" x 2" x 2" STAKE AND GUY WIRE (ONE EA. TREE) REMOVE STAKES AFTER ONE YEAR.
- REMOVE BURLAP/PACKAGING MAT. PLANT TREES 2"-3" HIGHER THAN GRADE.
- CONSTRUCT 4" EARTH BERM SAUCER. FILL WITH 3" BARK/ROCK MULCH. BRUSH AWAY FROM TRUNK. REMOVE SAUCER AFTER ONE YEAR.
- BACKFILL WITH NATIVE SOIL.
- UNDISTURBED SOIL.

- 3" OF BARK/ROCK MULCH. BRUSH AWAY FROM STEM.
- 2" EARTH BERM SAUCER. REMOVE AFTER ONE YEAR.
- REMOVE BURLAP/PACKAGING MAT. PLANT SHRUBS 2"-3" HIGHER THAN GRADE.
- BACKFILL WITH NATIVE SOIL.
- UNDISTURBED SOIL.

- 6"x6" CONCRETE MOW STRIP WITH RADIUS EDGES
- BARK/ROCK MULCH
- FINISH GRADE/WEED FABRIC
- TOPSOIL
- COMPACTED SUBGRADE
- LAWN



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**Reeve & Associates, Inc.**  
Landscape Architects  
1500 WEST 1500 SOUTH, SUITE 100  
RIVERDALE, UTAH 84403  
TEL: 781-234-0000  
WWW.REEVE-ASSOCIATES.COM

REVISIONS  
DATE

**South Weber**  
Business Park & Townhomes  
SOUTH WEBER CITY, DAVIS COUNTY, UTAH  
**Car Wash Landscape Plan**



**Project Info**  
Landscape Architect: Julian Peterson  
Drafted: A. Peterson  
Begin Date: FEBRUARY 2019  
Name: PARCEL # 13-034-0005  
Number: 4871-15  
Sheet **6**  
**L4** Sheets



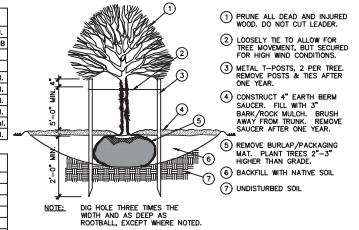
### Plant Table

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 avellana 'Contorta'	Contorted Filice	10.0 cal.
0	17	4			Corylus betulae 'Fastigata'	Pyramidal Hornbeam	2" cal.

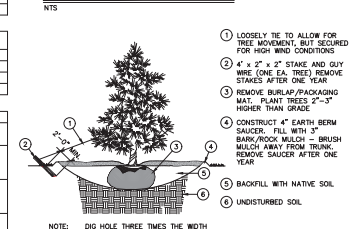
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0	0	12			Berberis thun. 'atras 'Nana'	Crimson Pygmy Barberry	5 gal.
0	12	6			Cornus sericea 'Inspiro'	Inspiro Dwarf Dogwood	5 gal.
0	0	18			Melicope aquilegifolium 'Compactum'	Compact Oregon Grape	5 gal.
0	24	0			Physocarpus opulifolius 'Dart's Gold'	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.

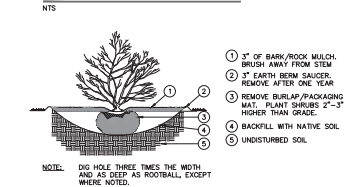
Other	Symbol	Description
		Turf Grass - Sod
		Kentucky Bluegrass Mix - 3 Species Minimum
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		Place mulch over 5 ounce Professional weed barrier cloth in all planting beds.
		Contractor to provide samples to owner for approval prior to delivery.
		Shredded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



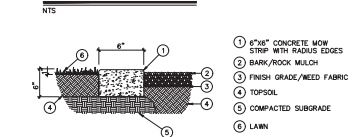
### DECIDUOUS TREE PLANTING



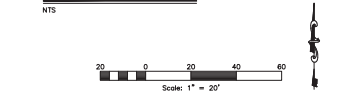
### CONIFEROUS TREE PLANTING



### SHRUB PLANTING

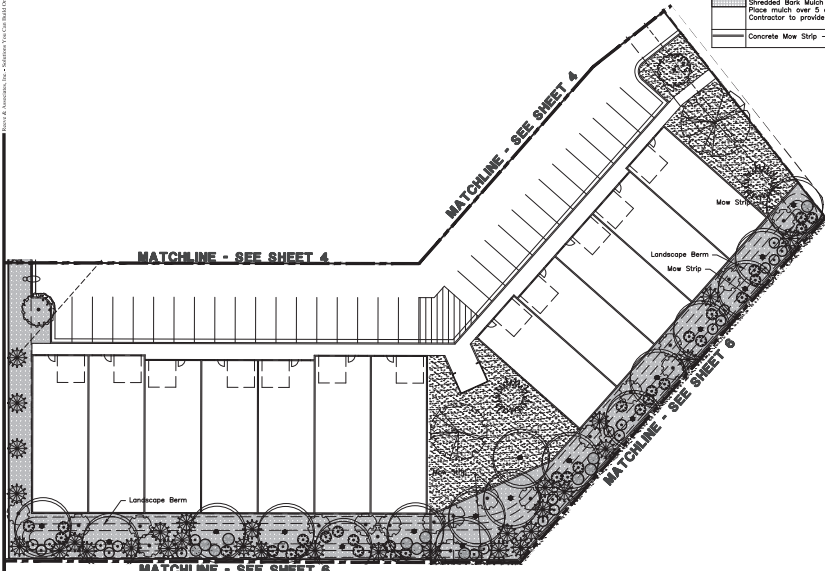


### CONCRETE MOW STRIP



### PLANTING NOTES

- This planting plan is schematic and plant locations are approximate.
- Field survey, staking, and string 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 soil the collection of the several representative to city contract in landscape installation phase takes place.
- Final grade of soil in lawn areas shall be 2" below posts, 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 a perspective to the soil or walk 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 owners 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 erect out small perennial plants with excessive mulch.



Reeve & Associates, Inc.  
2140 SOUTH 1500 WEST, RIVERDALE, UTAH 84403  
TEL: 781-222-1111 FAX: 781-222-1112  
WWW.REEVE-ASSOCIATES.COM

DATE: \_\_\_\_\_

REVISIONS:

NO.	DATE	DESCRIPTION

**South Weber Business Park & Townhomes**  
SOUTH WEBER CITY, DAVIS COUNTY, UTAH

**Business Park Landscape Plan**

**Project Info**

Landscape Architect: Nathan Peterson

Draftsman: \_\_\_\_\_

Begin Date: FEBRUARY 2019

Parcel #: 13-034-0065

Number: 4871-15

Sheet **6** of **15**

**L5** Sheets













1-27-2020

## RE-ZONE LEGAL DESCRIPTIONS

### PARCEL 1

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 130.51 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE N00°06'21"W 169.62 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 2.66 FEET; THENCE S51°56'09"W 39.32 FEET; THENCE S41°31'16"W 116.29 FEET; THENCE N89°53'07"W 181.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 52351 SQUARE FEET OR 1.202 ACRES MORE OR LESS

### PARCEL 2

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 FROM THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE N89°53'28"W 186.22 FEET; THENCE N00°06'21"W 130.51 FEET; THENCE S89°53'07"E 181.11 FEET; THENCE N41°31'16"E 116.29 FEET; THENCE N51°56'09"E 39.32 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD; THENCE S38°03'51"E ALONG SAID WESTERLY LINE, 96.22 FEET; THENCE S41°31'16"W 162.58 FEET; THENCE S65°49'04"W 59.41 FEET; THENCE S00°06'43"W 19.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 43162 SQUARE FEET OR 0.991 ACRES MORE OR LESS

### PARCEL 3

PART OF 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 N00°06'43"E 19.99 FEET; THENCE N65°49'04"E 59.41 FEET; THENCE N41°31'16"E 162.58 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD; THENCE S38°03'51"E ALONG SAID WESTERLY LINE, 341.59 FEET; THENCE

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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 87,265 SQUARE FEET OR 2.003 ACRES MORE OR LESS

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1-27-2020

**LEGAL DESCRIPTIONS  
PROPOSED LOTS**

**PROPOSED LOT 1**

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 130.51 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE N00°06'21"W 169.62 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 2.66 FEET; THENCE S51°56'09"W 39.32 FEET; THENCE S41°31'16"W 116.29 FEET; THENCE N89°53'07"W 181.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 52351 SQUARE FEET OR 1.202 ACRES MORE OR LESS

**PROPOSED LOT 2**

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 FROM THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE N89°53'28"W 186.22 FEET; THENCE N00°06'21"W 130.51 FEET; THENCE S89°53'07"E 181.11 FEET; THENCE N41°31'16"E 116.29 FEET; THENCE N51°56'09"E 39.32 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD; THENCE S38°03'51"E ALONG SAID WESTERLY LINE, 96.22 FEET; THENCE S41°31'16"W 162.58 FEET; THENCE S65°49'04"W 59.41 FEET; THENCE S00°06'43"W 19.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 43162 SQUARE FEET OR 0.991 ACRES MORE OR LESS

**PROPOSED LOT 3**

PART OF 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 NORTHERLY RIGHT OF WAY LINE OF 7800 SOUTH STREET, SAID POINT BEING N00°06'21"W 35.26 FEET FROM THE WEST QUARTER CORNER

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OF SAID SECTION 36; THENCE N00°06'21"W 217.17 FEET; THENCE N00°06'43"E 19.99 FEET; THENCE N65°49'04"E 59.41 FEET; THENCE N41°31'16"E 162.58 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD; THENCE S38°03'51"E ALONG SAID WESTERLY LINE, 341.59 FEET; THENCE S07°17'59"W 14.03 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 7800 SOUTH STREET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) S51°56'09"W 115.02 FEET; (2) 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°05'49", A CHORD BEARING OF S70°59'07"W, AND A CHORD LENGTH OF 90.76 FEET; AND (3) N89°57'59"W 100.07 FEET; THENCE N00°06'19"W 145.34 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 7800 SOUTH STREET; THENCE N89°57'59"W 70.00 FEET; THENCE S00°06'19"E 145.34 FEET; THENCE N89°57'59"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 24.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 83582 SQUARE FEET OR 1.919 ACRES MORE OR LESS.

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January 27, 2020

Mr. Mike Ford  
2049 South 1230 West  
Syracuse, Utah 84015

Subject: Preliminary Geotechnical Considerations  
Proposed South Weber Business Park and Townhomes  
Southwest Corner of South Weber Drive and Frontage Road  
South Weber, Utah

Mr. Ford,

As requested, this letter provides preliminary findings and discussion related to the proposed South Weber Business Park and Townhomes development located at the southwest corner of South Weber Drive and Frontage Road in South Weber, Utah. A geotechnical report was completed for the adjoining site by others dated August 31, 2015<sup>1</sup>. This geotechnical report was reviewed as part of our scope of work. Based on our review of the referenced geotechnical study, it appears that the site will be suitable for construction of the proposed mixed use development using similar geotechnical recommendations. However, additional subsurface investigation, laboratory testing, and analyses will be required for the subject site.

### **OBJECTIVES AND SCOPE**

The objectives and scope of our study were planned in discussions between Mr. Nate Reeve of Reeve and Associates and Mr. Andrew Harris of CMT Engineering Laboratories (CMT). In general, the objectives of this study were to define and evaluate the subsurface soil and groundwater conditions at the site, and provide appropriate foundation, earthwork, pavement and seismic recommendations to be utilized in the design and construction of the proposed development.

In accomplishing these objectives, our scope of work will include performing field exploration, consisting of the excavating/logging/sampling of 6 test pits, performing laboratory testing on representative samples, and conducting an office program, consisting of correlating available data, performing engineering analyses, and preparing a summary report. The field investigation for the subject property is scheduled for the immediate future.

### **PROPOSED CONSTRUCTION**

We understand that development of a mixed use commercial and townhome subdivision is planned for the parcel. The structures are anticipated to be 1 to 3 levels above grade, constructed using conventional wood/light metal framing, reinforced masonry, and/or steel post and beam construction techniques, and founded on spread footings with slab on grade floors established at or near existing grades.

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<sup>1</sup> "Geotechnical Study, Proposed Maverik Country Store, Southwest Corner of South Weber Drive and Frontage Road (2700 East), South Weber, Utah," Gordon Geotechnical Engineering, Inc. Job Number 248-024-15.

Site development will require some earthwork in the form of minor cutting and filling. A site grading plan was not available at the time of this report, but we project that maximum cuts and fills may be on the order of 1 to 3 feet.

Pavements are to include asphalt paved parking areas, internal drive lanes, and residential streets. Traffic is projected to consist of mostly automobiles and light trucks, a few daily medium-weight delivery trucks, a weekly garbage truck, and an occasional fire truck.

### **SUBSURFACE SOIL AND GROUNDWATER CONDITIONS**

Based on the conditions described in the referenced geotechnical study, the subsurface soil conditions are anticipated to consist of surficial layers of silty and clay overlying sands and gravels. Groundwater is anticipated to be deeper than 15 feet below existing site grades.

### **SEISMIC**

#### **Faulting**

No active surface fault traces are shown on the referenced geologic map crossing or adjacent to the subject site. The nearest mapped active fault to the site is the Weber Section of the Wasatch Fault located about 0.5 miles to the east.

#### **Site Class**

Utah has adopted the International Building Code (IBC) 2018, which determines the seismic hazard for a site based upon 2014 mapping of bedrock accelerations prepared by the United States Geologic Survey (USGS) and the soil site class. The USGS values are presented on maps incorporated into the IBC code and are also available based on latitude and longitude coordinates (grid points). For site class definitions, IBC 2018 Section 1613.2.2 refers to Chapter 20, Site Classification Procedure for Seismic Design, of ASCE<sup>2</sup> 7-16. Given the subsurface soils encountered at the site, which only extended to a depth of about 15.5 feet, it is our opinion the site best fits Site Class D – Stiff Soil Profile, which we recommend for seismic structural design.

#### **Ground Motion**

The 2014 USGS mapping utilized by the IBC provides values of peak ground, short period and long period accelerations for the Site Class B/C boundary and the Maximum Considered Earthquake (MCE). This Site Class B boundary represents average bedrock values for the Western United States and must be corrected for local soil conditions. The Seismic Design Categories in the International Residential Code (IRC 2018 Table R301.2.2.1.1) are based upon the Site Class as addressed in the previous section. Ground motion recommendations will be provided for the site in the subsequent geotechnical study upon determination of the subsurface soil conditions.

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<sup>2</sup>American Society of Civil Engineers



## **SITE PREPARATION AND GRADING**

### **General**

It is anticipated that initial site preparation will consist of the removal of any surface vegetation, topsoil, and any other deleterious materials from beneath an area extending out at least 3 feet beyond new structures and 2 feet beyond pavements. Trees and their associated root bulbs will require deeper removal depths.

All non-engineered fill must be removed below the buildings but may remain below pavement areas if; free of debris and deleterious materials, nor more than 3 feet thick, subsequent site grading fills are not more than 3 feet thick, and if properly prepared.

Proper preparation of existing fills below pavements will consist of the scarification of the upper 12 inches followed by moisture preparation and re-compaction to the requirements of structural fill. Where existing surface fill soils are less than 12 inches in total thickness then preparation shall consist of the total thickness of surface fill present.

Subsequent to stripping and prior to the placement of floor slabs, foundations, structural site grading fills, exterior flatwork, and pavements, the exposed subgrade must be proofrolled by passing moderate-weight rubber tire-mounted construction equipment over the surface at least twice. If excessively soft or otherwise unsuitable soils are encountered beneath footings, they must be completely removed. If removal depth required is greater than 2 feet below footings, CMT must be notified to provide further recommendations. In pavement, floor slab, and outside flatwork areas, unsuitable natural soils should be removed to a maximum depth of 2 feet and replaced with compacted granular structural fill. Fills must be handled as described above.

The site should be examined by a CMT geotechnical engineer to assess that suitable natural soils have been exposed and any deleterious materials, loose and/or disturbed soils have been removed, prior to placing site grading fills, footings, slabs, and pavements.

### **Temporary Excavations**

In clayey (cohesive) soils, temporary construction excavations not exceeding 4 feet in depth may be constructed with near-vertical side slopes. Temporary excavations up to 8 feet deep, above or below groundwater, may be constructed with side slopes no steeper than one-half horizontal to one vertical (0.5H:1V).

For sandy/gravelly (cohesionless) soils, temporary construction excavations not exceeding 4 feet in depth should be no steeper than one-half horizontal to one vertical (0.5H:1V). For excavations up to 8 feet and above groundwater, side slopes should be no steeper than one horizontal to one vertical (1H:1V). Excavations encountering saturated cohesionless soils will be very difficult to maintain, and will require very flat side slopes and/or shoring, bracing and dewatering.

To reduce disturbance of the natural soils during excavation, we recommend that smooth edge buckets/blades be utilized.

All excavations must be inspected periodically by qualified personnel. If any signs of instability or excessive sloughing are noted, immediate remedial action must be initiated. All excavations should be made following OSHA safety guidelines.

### **Fill Material**

Structural fill is defined as all fill which will ultimately be subjected to structural loadings, such as imposed by footings, floor slabs, pavements, etc. Structural fill will be required as backfill over foundations and utilities, as site grading fill, and as replacement fill below footings. All structural fill must be free of sod, rubbish, topsoil, frozen soil, and other deleterious materials.

Following are our recommendations for the various fill types we anticipate will be used at this site:

<b>Fill Material Type</b>	<b>Description/Recommended Specification</b>
Structural Fill	Placed below structures, flatwork and pavement. Imported structural fill should consist of well-graded sand/gravel mixture, with maximum particle size of 4 inches, a minimum 70% passing 3/4-inch sieve, a maximum 20% passing the No. 200 sieve, and a maximum Plasticity Index of 10.
Site Grading Fill	Placed over larger areas to raise the site grade. Sandy to gravelly soil, with a maximum particle size of 6 inches, a minimum 70% passing 3/4-inch sieve, and a maximum 40% passing No. 200 sieve.
Non-Structural Fill	Placed below non-structural areas, such as landscaping. On-site soils or imported soils, with a maximum particle size of 8 inches, including silt/clay soils not containing excessive amounts of degradable/organic material.
Stabilization Fill	Placed to stabilize soft areas prior to placing structural fill and/or site grading fill. Coarse angular gravels and cobbles 1 inch to 8 inches in size. May also use 1.5- to 2.0-inch gravel placed on stabilization fabric, such as Mirafi RS280i, or equivalent (see below).

On-site sand soils may be used as site grading fill if free of deleterious material. Other on-site soils may be utilized as non-structural fill. However, please note that the fine-grained soils are inherently more difficult to rework, are very sensitive to changes in moisture content, and will require very close moisture control during placement and compaction. In addition, smaller lift placement and moderate to high compaction effort will be likely. This will be very difficult, if not impossible, during wet and cold periods of the year.

All fill material should be approved by a CMT geotechnical engineer prior to placement.

### **Fill Placement and Compaction**

The various types of compaction equipment available have their limitations as to the maximum lift thickness that can be compacted. For example, hand operated equipment is limited to lifts of about 4 inches and most



“trench compactors” have a maximum, consistent compaction depth of about 6 inches. Large rollers, depending on soil and moisture conditions, can achieve compaction at 8 to 12 inches. The full thickness of each lift should be compacted to at least the following percentages of the maximum dry density as determined by ASTM D-1557 (or AASHTO<sup>3</sup> T-180) in accordance with the following recommendations:

Location	Total Fill Thickness (feet)	Minimum Percentage of Maximum Dry Density
Beneath an area extending at least 3 feet beyond the perimeter of structures, and below flatwork and pavement (applies to structural fill and site grading fill)	0 to 5	95
	5 to 8	98
Site grading fill outside area defined above	0 to 5	92
	5 to 8	95
Utility trenches within structural areas	--	96
Roadbase and subbase	-	96
Non-structural fill	0 to 5	90
	5 to 8	92

Structural fills greater than 8 feet thick are not anticipated at the site. For best compaction results, we recommend that the moisture content for structural fill/backfill be within 2% of optimum. Field density tests should be performed on each lift as necessary to verify that proper compaction is being achieved.

### **Utility Trenches**

For the bedding zone around the utility, we recommend utilizing sand bedding fill material that meets current APWA<sup>4</sup> requirements.

All utility trench backfill material below structurally loaded facilities (flatwork, floor slabs, roads, etc.) shall be placed at the same density requirements established for structural fill. If the surface of the backfill becomes disturbed during the course of construction, the backfill shall be proofrolled and/or properly compacted prior to the construction of any exterior flatwork over a backfilled trench. Proofrolling shall be performed by passing moderately loaded rubber tire-mounted construction equipment uniformly over the surface at least twice. If excessively loose or soft areas are encountered during proofrolling, they shall be removed to a maximum depth of 2 feet below design finish grade and replaced with structural fill.

Most utility companies and City-County governments are now requiring that Type A-1a or A-1b (AASHTO Designation – basically granular soils with limited fines) soils be used as backfill over utilities. These organizations are also requiring that in public roadways the backfill over major utilities be compacted over the full depth of fill to at least 96 percent of the maximum dry density as determined by the AASHTO T-180 (ASTM D-1557) method of compaction. We recommend that as the major utilities continue onto the site that these compaction specifications are followed.

<sup>3</sup> American Association of State Highway and Transportation Officials

<sup>4</sup> American Public Works Association

In private utility areas, existing fill soils and natural soils may be re-utilized as trench backfill over the bedding layer provided that they are properly moisture prepared and compacted to the minimum requirements stated above under Fill Placement and Compaction.

## **FOUNDATION RECOMMENDATIONS**

The following preliminary foundation recommendations have been developed on the basis of the previously described project characteristics and the subsurface conditions described in the referenced geotechnical study, as well as common geotechnical engineering practice.

### **Spread Footing Recommendations**

It is anticipated that the proposed structures may be supported upon conventional spread and/or continuous wall foundations placed on suitable, undisturbed natural soils and/or on structural fill extending to suitable natural soils. Footings may be designed using a net bearing pressure of 2,500 psf if placed on suitable, undisturbed, natural soils or structural fill extending to suitable natural soils.

The term “net bearing pressure” refers to the pressure imposed by the portion of the structure located above lowest adjacent final grade, thus the weight of the footing and backfill to lowest adjacent final grade need not be considered. The allowable bearing pressure may be increased by 1/3 for temporary loads such as wind and seismic forces.

We also recommend the following:

1. Exterior footings subject to frost should be placed at least 30 inches below final grade.
2. Interior footings not subject to frost should be placed at least 16 inches below grade.
3. Continuous footing widths should be maintained at a minimum of 18 inches.
4. Spot footings should be a minimum of 24 inches wide.

### **Installation**

Under no circumstances shall the footings be established upon non-engineered fills, loose or disturbed soils, topsoil, sod, rubbish, construction debris, other deleterious materials, frozen soils, or within ponded water. If unsuitable soils are encountered, they must be completely removed and replaced with compacted structural fill.

Deep, large roots may be encountered where trees occupy, or once occupied portions of the site; such large roots should be removed. Excavation bottoms should be examined by a qualified geotechnical engineer to confirm that suitable bearing materials soils have been exposed.

All structural fill should meet the requirements for such, and should be placed and compacted in accordance with recommendations provided above. The width of structural replacement fill below footings should be equal to the width of the footing plus 1 foot for each foot of fill thickness. For instance, if the footing width is



2 feet and the structural fill depth beneath the footing is 2 feet, the fill replacement width should be 4 feet, centered beneath the footing.

### **Estimated Settlement**

Settlements of foundations designed and installed in accordance with the above criteria and recommendations supporting the loads, as discussed in above under, Description of Proposed Construction, can be controlled to within 1 inch or less. Approximately 40 percent of the quoted settlement should occur during construction.

### **Lateral Resistance**

Lateral loads imposed upon foundations due to wind or seismic forces may be resisted by the development of passive earth pressures and friction between the base of the footings and the supporting soils. In determining frictional resistance, a coefficient of 0.30 for natural silt/clay soils or 0.35 for natural sand soils and structural fill, may be utilized for design. Passive resistance provided by properly placed and compacted structural fill above the water table may be considered equivalent to a fluid with a density of 250 pcf. A combination of passive earth resistance and friction may be utilized if the friction component of the total is divided by 1.5.

### **FLOOR SLABS**

Floor slabs may be established upon suitable, undisturbed, natural soils or on structural fill extending to suitable natural soils (same as for foundations). Under no circumstances shall floor slabs be established directly on any topsoil, non-engineered fills, loose or disturbed soils, sod, rubbish, construction debris, other deleterious materials, frozen soils, or within ponded water.

In order to facilitate curing of the concrete, we recommend that floor slabs be directly underlain by at least 4 inches of “free-draining” fill, such as “pea” gravel or 3/4-inch quarters to 1-inch minus, clean, gap-graded gravel. To help control normal shrinkage and stress cracking, the floor slabs may have the following features:

1. Adequate reinforcement for the anticipated floor loads with the reinforcement continuous through interior floor joints;
2. Frequent crack control joints; and
3. Non-rigid attachment of the slabs to foundation walls and bearing slabs.

### **DRAINAGE**

It is important to the long-term performance of foundations and floor slabs that water not be allowed to collect near the foundation walls and infiltrate into the underlying soils. We recommend the following:

1. All areas around structures should be sloped to provide drainage away from the foundations. Where possible we recommend a minimum slope of 6 inches in the first 10 feet away from the structure.

2. All roof drainage should be collected in rain gutters with downspouts designed to discharge at least 10 feet from the foundation walls or well beyond the backfill limits, whichever is greater.
3. Adequate compaction of the foundation backfill should be provided. We suggest a minimum of 90% of the maximum laboratory density as determined by ASTM D-1557. Water consolidation methods should not be used under any circumstances.
4. Sprinklers should be aimed away from the foundation walls. The sprinkling systems should be designed with proper drainage and be well-maintained. Over watering should be avoided.
5. Other precautions may become evident during construction.

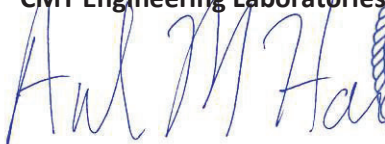
### **CLOSURE**

The preliminary recommendations provided herein were developed through review of the referenced geotechnical study. Further site specific evaluation is required to provide final recommendations. A final updated report will be completed at a later date. Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

We appreciate the opportunity to be of service to you on this project. If we can be of further assistance or if you have any questions regarding this project, please do not hesitate to contact us at (801) 870-6730.

Sincerely,

**CMT Engineering Laboratories**



Andrew M. Harris, P.E.

Geotechnical Division Manager





**CONDOMINIUM DECLARATION CONTAINING COVENANTS,  
CONDITIONS, RESTRICTIONS, AND RESERVATIONS**

**FOR**

**South Weber Business Park**

**December 10, 2019**

**BY: South Weber Business Park, LLC**

## **INTENT OF DECLARATION**

By this Condominium Declaration, South Weber Business Park LLC hereby expresses its intent to create a project which is subject to the ordinances, statutes, and requirements of South Weber City, Davis County, Utah Condominium Ownership Act, and all other applicable portions of the Utah State Code. Such project shall be located in the South Weber Transition subdivision as further specified herein. Hereby created from such property is a Condominium to be known as "South Weber Business Park." The commercial condominium units within the South Weber Business Park shall herein be referred to as "Units" and owners of the Units shall be referred to herein as "Unit Owners." Common areas within the South Weber Business Park, as defined below, shall be referred to herein as "Common Areas."

## **DECLARATION OF CONDOMINIUM PROJECT**

### **A. PURPOSE OF DECLARATION**

This Declaration, together with documents attached hereto and referenced herein, states covenants; conditions; restrictions; and reservations intended to effect a common plan for the condominium development of the South Weber Business Park mutually beneficial to all of the described Units. The covenants, conditions, restrictions, and reservations are binding upon the entire Property and upon each such Unit as a parcel of realty, and upon each Unit Owner and their heirs; personal representatives; tenants; licensees; successors; and assigns, through all successive transfers of any part of the South Weber Business Park, irrespective of whether specifically referred to in deeds; contracts; or security instruments, or of any forfeitures; foreclosures; or sales in stated for nonpayment of government tax, levy, or assessment of any kind.

### **B. DEFINITIONS**

Terms not otherwise defined herein or on the Record of Survey Map as the same may be amended from time to time, shall have the meanings specified in the Utah Condominium Ownership Act.

Each Unit shall consist of:

1. The space contiguous to the undecorated interior surfaces of common bearing walls, ceilings, and floors, and the walls within a Unit;
2. Any finishing materials applied or affixed to the interior surfaces of the condominium common walls; floors; and ceilings, including, without limitation, paint; lacquer; varnish; wallpaper; tile; and paneling;



3. Non-supporting interior walls;
4. Windows and doors in the perimeter walls, whether located within the bounds of a Unit or not, not including any space occupied thereby to the extent located outside the bounds of a Unit;
5. Air conditioning and heating equipment and ducts and any other similar items which serve only a single Unit, whether located within the bounds of a Unit or not, shall be owned separately and solely by the Unit Owner serviced by the air conditioning and heating equipment;

Common Areas shall be as defined in the Act and includes landscaped grounds, private streets, buildings, parking lots, walkways, and uncovered parking spaces for Unit Owners; their employees; business guests; and invitees. A small portion of limited common area shall exist in front of each Unit in the form of a reserved parking area and pull up area in front of the large, roll-up doors associated with each Unit. The Common Areas of the South Weber Business Park will include all driveway areas, landscaped areas, and open spaces on the property. The Common Areas of the South Weber Business Park also include the roofs, foundations, columns, walls, and all other structural parts of the buildings, to the boundaries of the Units. In addition, the Common Areas of the South Weber Business Park include the perimeter fencing and all other parts of the property necessary or convenient to its existence; maintenance; and safety, or normally in common use. A diagram of the South Weber Business Park is set forth on Exhibit C.

#### **C. LEGAL DESCRIPTION OF THE South Weber Business Park**

The South Weber Business Park includes the following property:

-Lot 2 South Weber Transition Subdivision South Weber, UT 84405

#### **D. LEGAL DESCRIPTION OF EACH UNIT IN THE South Weber Business Park**

The legal description of each individual unit for the South Weber Business Park is set forth in Exhibit "A", attached hereto and incorporated into this Declaration by reference.

#### **E. PERCENTAGE OWNERSHIP INTEREST IN THE COMMON AREA FOR TAXES AND LIABILITY**

The percentage ownership of each Unit Owner will be 1/12th.

#### **F. PHYSICAL DESCRIPTION OF THE South Weber Business Park**

The South Weber Business Park will consist of one (2) building. Total units will include units 1-7, with approximately 1750 square feet each and units 8-12 with approximately 1530 square feet each. Each unit is equipped with electricity, gas, water

service and sewer service. Principal construction materials will be wood. The South Weber Business Park will also include common areas.

#### **G. STATEMENT OF PURPOSE OF SOUTH WEBER BUSINESS PARK AND RESTRICTIONS**

The South Weber Business Park provides Unit Owners with commercial space which may be used in accordance with the By-Laws of the South Weber Business Park Condos Owners' Association. Restrictions on the Property are set forth in the By-Laws of the South Weber Business Park Condos Owners' Association (referred to herein as "The Owners' Association").

The Units and Common Areas in this Condominium may be used only such for commercial uses and purposes authorized in the By-Laws of the Owners' Association, so long as any and all such purposes are consistent with all other applicable laws, ordinances, and regulations of any governmental authority with jurisdiction.

No residential uses of any sort are permitted on the Property.

#### **H. MANAGEMENT OF THE PROPERTY**

The property shall be managed by the Owners' Association, in accordance with the By-Laws, which are attached hereto. The Owners' Association shall have the power to enforce the provisions of this Declaration and the By-Laws of the Owners' Association and to take all steps necessary to ensure compliance and effectiveness of this Declaration and the By-Laws of the Owners' Association. The Owners' Association shall, through its Board of Managers, have all powers available to condominium associations under the Condominium Act, including the power to assign its right to future income (including the right to receive common expense assessments), provided that such assignment is approved by a majority of the voting power of the membership of the Owners' Association. Such powers are set forth with particularity in the By-Laws of the Owners' Association.

#### **I. AMENDMENTS TO DECLARATION**

Amendments to this Declaration shall be made by an instrument in writing entitled "Amendment to Declaration," which sets forth the entire amendment. Any proposed amendment must be approved by a majority of the Owners' Association Board of Managers prior to a vote by the Unit Owners.



Once a majority of the Board of Managers have approved the amendment, the proposed amendment(s) may be adopted only at a meeting of the Unit Owners if at least fifty percent (50%) of the votes in the Owners' Association are cast for such amendment, or without any meeting if all Unit Owners have been duly notified and Unit Owners holding at least fifty percent (50%) of the votes in the Owners' Association agree in writing to such amendment.

Every amendment to the Declaration must be recorded with the County and is effective only upon recording.

## **J. MAINTENANCE OF UNITS**

Each Unit Owner, at his or her own expense, shall keep the interior of his/her Unit and its appurtenances and equipment (including the air conditioning and heating systems, lights, and light fixtures) in good order; condition; and repair, and in a clean and sanitary condition and shall do all redecoration and painting which may, at any time, be necessary to maintain a good appearance for his Unit.

Except to the extent the Owners' Association is protected by insurance against such injury, the Unit Owner shall repair all injury or damage to the Unit or South Weber Business Park caused by the act or negligence of any lessee or any member of the Unit Owner's family or the family of any lessee or sub-lessee and all such repairs, decorating, and painting shall be of a quality and kind equal to the original work.

In addition to decorating and keeping the interior of the Unit in good repair, the Unit Owner shall be responsible for the maintenance and /or replacement of any plumbing fixtures and other fixtures that may be in, or connected with, the Unit (including, but not limited to fixtures; pipes; ducts; and apparatus connected to the Unit's air conditioning and heating systems and interior light bulbs and light.) The Owners' Association shall only be responsible to replace air conditioning and heating equipment if such systems are damaged by an event that is covered by the Owners' Association's insurance coverage. In connection with the foregoing responsibilities of Unit Owners, the Owners' Association shall give written notice to the affected owner of the Unit stating specifically that which is required and setting a time within which to complete the same. If the Unit Owner disagrees with said requirements or any part thereof, he/she shall have ten (10) days from the date of the notice within which to object thereto, in writing, mailed or delivered to the Owners' Association. Otherwise, he/she shall comply with such request. In the event of objection aforesaid, the Owners' Association shall set the matter for hearing for no less than ten (10) days of said objection.

## **K. TAXES**

Under Section 57-8-27, *Utah Code Annotated*, 1953, as amended, each Unit and its percentage of undivided interest in the Common Areas and facilities in the South

Weber Business Park are subject to separate assessments and taxation by each assessing unit and the special district for all types of taxes authorized by law and that, as a result thereof, no taxes will be assessed or payable against the South Weber Business Park as such. Each Unit Owner will, accordingly, pay and discharge any and all taxes which may be assessed against him and his percentage of undivided interest in the Common Areas and facilities.

## **L. ASSESSMENTS**

**Covenant to Pay Proportionate Share of Common Expenses.** Each Unit Owner, by the acceptance of a deed or other document of conveyance to a Unit, whether or not it be so expressed in deed or document, shall be deemed to covenant and agree with each other to pay to the Owners' Association his/her share of the Common Expenses and any assessments established by the Owners' Association for the purposes provided in this Declaration. Such assessments shall be fixed, established, and collected from time to time in the manner provided hereunder.

**Basis.** The Common Expenses shall be based upon advance estimates of cash requirements by the Owners' Association to provide for the payment of all estimated expenses growing out of, or connected with, the maintenance and operation of the Common Areas or furnishing utility services to the Units. Said estimates may include, among other things, expenses of management; maintenance; taxes and special assessments levied by governmental authorities; premiums for all insurance which the Owners' Association is required or permitted to maintain pursuant hereto; common utilities; lighting; power; parking lots' building maintenance and repair; water charges; trash collection; sewer service charges, repairs, and maintenance; wages and benefits for maintenance employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve; surplus and/or capital fund; and any other expenses and liabilities which may be incurred by the Owners' Association for the benefit of the Unit Owners under, or by reason of, this Declaration.

**Apportionment.** Common Expenses shall be apportioned among all Unit Owners in the percentages provided in Exhibit "D" attached.

**Payment.** Each assessment shall be due and payable in \$100 monthly installments on the first (1<sup>st</sup>) day of each and every month and no separate notices of such monthly installments shall be required. Payments received after the fifteenth (15<sup>th</sup>) day of the month in which they are due shall be assessed a late fee of 10% per month on the outstanding balance.

**Reserve accounts.** The Owners' Association shall establish and maintain a reserve account to pay for unexpected emergencies and to fund capital improvements. The reserve account may be funded out of regular assessments or from a special assessment, if needed.



**Capital improvement table.** The Owners' Association shall establish and update, at least annually, a Capital Improvement Table which shall list each major capital improvement in the South Weber Business Park (e.g. roofs, roads, sidewalks, etc.) and the amount of money per month currently set aside in the capital improvements account.

**Other assessments.** In addition to the annual assessments authorized hereunder, the Owners' Association may levy, in any calendar year:

**Special Assessment.** A special assessment, payable over such a period as the Owners' Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction; unexpected repair; or replacement of the South Weber Business Park or any part thereof, or for any other unanticipated expense incurred, or to be incurred, as provided in this Declaration. Any amounts assessed pursuant hereto shall be assessed to Unit Owners in the percentages provided in Exhibit "B". 22.7.2 Individual Assessments. An Individual Assessment may be levied by the Owners' Association against a Unit and its owner as a charge or to reimburse the Owners' Association for costs incurred in enforcing this Declaration, the By-Laws, or The Owners' Association Rules.

**Liens.** If any Owner fails or refuses to make any payment of the Common Expenses when due, that amount constitutes a lien on the interest of the owner in the property, and:

**Priority.** Such lien shall be superior to all other liens and encumbrances on such Unit except only for (a) valid tax and special assessment liens on the Unit in favor of any governmental assessing authority; and (b) encumbrances on the interest or the Unit Owner recorded prior to the date notice of the lien provided for herein is recorded, which By-Law would be a lien prior to subsequently recorded encumbrances. All other lienors acquiring liens on any Unit after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

**Notice of Lien.** To evidence a lien or sums assessed pursuant to this section, the Owners' Association or its designee may prepare a written notice of lien setting forth the amount of the debt and Additional Charges due; the name and address of the Unit Owner; and a description of the Unit. Such a notice shall be signed by a representative or agent of the Owners' Association and shall be recorded in the Office of the County Recorder of Davis County, Utah. No notice of lien shall be recorded until there is an unpaid debt.

**Foreclosure.** Such lien may be enforced by judicial or non-judicial foreclosure by the Owners' Association in the same manner in which mortgages and trust deeds on real property may be foreclosed in Utah. In any such foreclosure, the Unit Owner shall be required to pay the costs and expenses of such proceeding the costs and expenses of

filling the notice of lien and all reasonable attorneys' fees. All such costs, expenses, and fees shall be secured by the lien being foreclosed. The lien shall also secure and the Unit Owner shall also be required to pay to the Owners' Association any assessments against the Unit which shall become due during the period of foreclosure. The Owners' Association shall have the right and power to bid an amount, equal to its then existing lien, at the foreclosure sale or other legal sale and to acquire; hold; convey; lease; rent; encumber; use; and otherwise deal with, the same as the Unit Owner thereof. In any foreclosure or sale, the owner shall pay the costs and expenses of such proceedings including, but not limited to, the cost of a foreclosure report; reasonable attorneys' fees; and a reasonable rental for the Unit during the pendency of the foreclosure action. The Owners' Association in the foreclosure action may require the appointment of a receiver to collect the rental, without regard to the value of the mortgage security. The Board may bid for the Unit at foreclosure or other sale and hold, lease, mortgage, or convey the same. If the Owners' Association elects to foreclose the lien in the same manner as foreclosures of deeds of trust, the Unit Owner, by accepting a deed to the Unit, hereby irrevocably appoints the attorney of the Association, provided he/she is a member of the Utah State Bar, as Trustee; and hereby confers upon said Trustee the power of sale set forth with particularity in *Utah Code Annotated*, Section 57-1-23 (1953), as amended. In addition, the Unit Owner transfers in trust to said Trustee all of his right, title, and interest in, and to, the real property for the purpose of securing his performance of the obligations set forth herein.

**Release of Lien.** A release of lien shall be executed by the Owners' Association and recorded in the office of the County Recorder of Weber County, Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

**Duty to pay independent.** No reduction or abatement of an Unit Owner's share of the Common Expenses or any Assessment shall be claimed or allowed by reason of any alleged failure of the Owners' Association or Board to take some action or perform some function required to be taken or performed by the Owners' Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Owners' Association, or from any action taken to comply with any law; ordinance; or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

**Remedies.** Suit to recover a money judgment for such personal obligation shall be maintainable by the Owners' Association without foreclosing or waiving the lien securing the same.

## **M. SIGNAGE**

**Building Identification.** One outdoor monument sign may be constructed and maintained as Common Areas. The signs shall identify Unit Owners or tenants. The Owners' Association shall determine the location, size, type and appearance of all signs and shall maintain the signs as a Common Expense, excepting, any individual portions



of a sign that identify a specific Unit Owner or tenant shall be maintained, replaced, and repaired at the expense of the Unit Owner. Signs located on a building identifying the occupant/business located therein shall be installed by the Unit Owner and maintained, repaired, and replaced by the Unit Owner.

**Rules regarding Signs.** The Board of Managers of the Owners' Association may enact rules consistent with City Ordinances and the Declaration regarding the maintenance, size, style, material, color, type and location of all signs located in the common area or placed on the designated area of each unit and building. No banner signs shall be permitted. No signs shall be installed anywhere in the South Weber Business Park that are, in the sole judgment and discretion of the Board of Managers, inconsistent with the appearance and reputation of a first class office building as judged by the size, style, material, color, type and location of the sign relative to the existing signs in the project.

Except for one "For Rent" or "For Sale" sign of not more than five (5) square feet, which can be placed immediately outside the front entrance of the condominium unit, no advertising signs; billboards; or real estate signs shall be erected.

#### **N. TERMINATION OF CONDOMINIUM STATUS**

The Unit Owners may elect to terminate the Condominium status of the South Weber Business Park only in accordance with Utah Code and City Ordinance, with the requisite approval of such owners; mortgagees; and other lien-holders, as is required by law.

DATED this \_\_\_\_\_ day of June, 2017

South Weber Business Park LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of June, 2017.

\_\_\_\_\_  
Notary Public & Seal

**EXHIBIT A: Legal Description of Each Unit**

**EXHIBIT B: Percentage Ownership Interest in Common Areas**

**EXHIBIT C: Survey of the surface of the ground included within the South Weber Business Park, which identifies diagrammatic floor plans.**

**EXHIBIT D: By-Laws of South Weber Business Park Owners' Association**



## EXHIBIT D

### By-Laws of the South Weber Business Park Condos Owners' Association

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#### SECTION I: ASSOCIATION MEMBERSHIP

1. **Members:** All owners of units within the South Weber Business Park Condos project are members of the South Weber Business Park Condos Owners' Association. All members of the Owners' Association may vote for and are eligible to be members of the Owner's Association of the Owners' Association. Votes are apportioned on a per unit basis, with each unit as set forth in the Condominium Declaration receiving one vote, whether or not the unit has been constructed. Until the final phase of construction is complete and all units have been sold, all members of the Owners' Association agree to allow South Weber Business Park to make their vote by proxy. Each member agrees to abide by the vote made by South Weber Business Park .
2. **Annual Condo Association Meeting:** The membership shall elect an Owners' Association Board of Managers at the annual meeting to be held in the community or at such other location as designated by the President of the Owners' Association. The membership and Board of Managers shall be notified not less than 15 days before the date of the annual meeting. Notice shall be given by posting the scheduled date, time, and place of the meeting and by mailing to each owner. The annual meeting shall be open to the public.
3. **Regular Board Meetings:** The Owners' Association Board of Managers will meet regularly on an annual basis. These meetings shall be open to the public and shall be noticed by posting the scheduled date, time, and place of the meeting.
4. **Special Meetings:** Special meetings of the membership may be called by or at the request of the Owner's Association or by a petition of ten percent of the registered members. These meetings shall be public and shall be publicly noticed at least 15 days in advance by the posting of the date, time, place and purpose of the meeting, and by mailing to each owner. The members may not address any matter, which is not stated in the notice as the purpose of the meeting.
5. **Quorum:** Three members of the Owners' Association Board constitute a quorum for the transaction of business at any meeting of the Owner's Association; affirmative votes are required for any action taken by the Owner's Association.

#### SECTION II: BOARD OF MANAGERS

**Owners' Association Managers:** The number of Managers shall be three or all of the members if there are less than three members. Managers shall be members of the Owners' Association and shall act on good faith charge of the members of the Owners' Association.

6. **Term of Office:** The term of office for each Manager shall be for three years from the time of his or her election at the annual meeting until his or her successor has been elected and qualified. All officers are elected by and from the Managers for one year terms. The terms of at least one third (1/3) of the members of the Owner's Association shall expire annually. To allow for the terms of the initial managers to be staged, the first manager's term shall expire after one year and the

second manager's term shall expire after two years.

7. **Vacancies:** Except as otherwise provided, any vacancies occurring in the Owners' Association Board of Managers, whether by resignation or removal, shall be filled by the majority vote of the remaining Managers. In the event of the simultaneous resignation and/or removal of two or more Managers, the membership shall hold new elections to fill those vacant positions on the Owner's Association. Those Managers so elected will serve for the remaining portion of the unexpired term.
8. **Removal of Managers:** Any Manager may be removed by a majority of the members who vote on the issue providing that just cause has been established and whenever, in their judgment, the best interests of the Owners' Association would be served by doing so.
9. **Authority:** The Owner's Association, for the benefit of the Condominium and the Owners, shall enforce the provisions of the Condominium Instruments and shall have all powers and authority granted to the Owner's Association or the Association under the Condominium Act and the Condominium Declaration which are not expressly subject to the approval of the Unit Owners.

### SECTION III: OWNERS' ASSOCIATION AND ELECTION VOTING RULES

10. **Owners' Association Election Notice:** A notice of vacancies for expired terms of office for Board of Managers and a notice that an election shall be held shall be prepared and posted by the Secretary. The notice shall be sent to all members.
11. **Prior to Completion by the Developer:** Prior to the completion of the South Weber Business Park by the developer, the developer shall nominate and select all of the managers/ after completion of the South Weber Business Park by the developer, managers shall be nominated and selected as described below.
12. **Nominations:** Nominations for the Owner's Association of Managers shall be open nomination from the floor at the annual membership meeting.
13. **Voting Procedures:** Voting procedures are as follows:
  - a. The Secretary shall check for the member's name on the Master List of members. If the member's name appears on the master membership list/ that person is deemed qualified to vote. If a unit or units are owned by an entity, then the entity shall designate one individual with authority to vote on behalf of such entity.
  - b. Voters shall write, in pen/ the name of their chosen nominee on a piece of paper. After the ballot is marked, the voter will fold it and it will be collected by the Secretary.



c. The ballots shall be publicly tallied by the Secretary and recorded by the Treasurer. Nominees receiving the greatest number of the votes cast shall be considered elected.

#### SECTION IV: OFFICERS

14. **Selection of Officers:** The Owner's Association of Managers shall elect from among themselves the following officers: President, Secretary and Treasurer, Officer at-large. This shall be the first order of business of the first meeting of the Owner's Association of Managers following the elections of Managers at the annual meeting.

15. **President:** The President is the principal executive office of the Owners' Association and shall, in general, supervise and control all of the business and affairs of the Owners' Association. He/She shall preside at all meetings of the Owner's Association of Managers. He/She shall sign contracts or other instruments, which the Owner's Association of Managers has authorized to be executed.

16. **Secretary:** The Secretary shall keep the minutes of all meetings of the Owner's Association of Managers and of the unit owners and shall, in general, perform all the duties incident to the office of secretary.

17. **Treasurer:** The Treasurer shall keep the financial records and books of account. The Treasurer shall manage and deposit all funds of the Owners' Association as directed by the Owner's Association of Managers and shall be responsible to disburse funds for all Owners' Association obligations.

18. **Officer at-large:** The Officer at-large shall act in the absence or inability or refusal to act of one of the other officers of the Owner's Association. When so acting the Officer at-large will have all the powers of and be subject to all the restrictions upon such officer. The Officer at-large may not act in the absence or inability or refusal to act of more than one officer at a time.

#### SECTION V: CHECKS, DEPOSITS, AND FUNDS

19. **Contracts:** The Owner's Association of Managers, at the direction of the membership, may authorize any officer or officers, agent or agents of the Owners' Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Owners' Association, and such authority may be general or confined to specific instances as authorized by the Owner's Association of Managers.

20. **Checks, Draft Signing Authority:** All checks, drafts, or orders for payment of money, notes or other evidence of indebtedness issued in the name of the Owners' Association and in such a manner as shall be determined from time to time by the Owner's Association of Managers, shall be signed by the Treasurer and shall be countersigned by the President.

21. **Deposits:** All funds of the Owners' Association shall be deposited from time to time to the credit of the Owners' Association in such banks, trust companies, or other depositories as the Owner's Association of Managers may select.
22. **Dues:** Dues may be assessed by the Owner's Association of Managers in an amount to be sufficient to provide for all maintenance, repair, and replacement of common elements and payment of any obligations of the Owners' Association pursuant to the annual budget.
23. **Annual Budget:** Prior to the annual meeting of the members the Owner's Association shall prepare an estimated annual budget.
24. **Assessments:** The Owner's Association shall mail to each owner an assessment notice prior to the annual meeting of the members and such assessment shall be paid in full on or before the annual meeting. No fees or assessments of the Owners' Association may be increased unless a majority of all members of the Owners' Association vote in favor of such increase.
25. **Lien:** The Owner's Association of Managers shall have the authority, pursuant to Utah Code to assess and record liens against the real property of the members of the Owners' Association for any unpaid general or special assessments. The Owners' Association has a lien for any unpaid Assessments levied against a Unit from the time the Assessment is due. Each and every Unit Owner of any Unit in the Condominium, by virtue of its acquisition by any means of title to such Unit, shall take such title subject to the Association's lien for Assessments.
26. **Books and Records:** The Owners' Association shall keep correct and complete records of financial transactions and accounts, and shall also keep minutes of the proceedings of its Board of Managers. All books and records of the Owners' Association may be inspected by any member, or his/her agent or attorney, for any purpose at any reasonable time.
27. **Statement of Account:** Upon ten (10) days' notice to the Owner's Association of Managers and payment of a reasonable fee, any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

#### **SECTION VI: MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON AREAS**

28. Common Areas of the South Weber Business Park shall be maintained in a clean and safe fashion. The Owner's Association shall undertake, or authorize any repairs, maintenance, or replacement of Common Areas as is necessary for the South Weber Business Park to have a clean and safe appearance.



29. The Owner's Association of Managers shall have the authority to hire and/or fire any personnel necessary for the maintenance, repair and replacement of common areas.

30. The Owner's Association and its agents or employees may enter any Unit or Common Area when necessary in connection with any maintenance, landscaping, or construction for which the Owner's Association is responsible, or in the event of a *bono fide* emergency. Except in the case of an emergency, reasonable advance notice shall be given to the Unit Owner, and if applicable, to any lawful tenant or subtenant in the Unit. If any repairs or maintenance were necessitated by or for a specific Unit or its Owners or lawful occupants, or requested by its Owners, the costs thereof shall be specially assessed to such Unit.

## SECTION VII: RESTRICTIONS AND REQUIREMENTS

31. The following restrictions are designed to prevent unreasonable interference with the use of units and the common areas by the unit owners.

- a. **Noise levels:** A reasonable noise level must be maintained at all times. This restriction applies to machinery, automobiles, equipment, music, or any other item.
- b. **Dust and Contaminates:** Owners may use their units as shops; however, owners may not use their units in such a way that hazardous dust or fumes are created. It is expected that such restricted dust would be created by activities such as sanding or painting.
- c. **Storage Restrictions:** Storage of toxic, flammable or explosive materials in the units is strictly forbidden.
- d. **Parking:** Owners may park their vehicles overnight at the Property, however, vehicles may not park their vehicles or equipment in such a manner as to interfere with the entrance to another unit.
- e. **Storage Outside of Unit:** No Owner shall store items, other than vehicles, outside of their Unit. Owners shall be responsible to clean any garbage or debris originating with their Unit. Common areas are to remain clean at all times.
- f. **Offensive or Illegal Activity:** No offensive or illegal activity shall be carried on in any Unit or Common Area, nor shall anything be done therein which is or may become a nuisance or an unreasonable source of annoyance to other Owners or other lawful occupants of the Property, nor shall any activity which may in any way create a nuisance or public health or safety hazard, or obstruct or interfere with the rights of other Owners or occupants of the Property, or which could interfere with or prevent the normal operation, maintenance, use, enjoyment, alteration or further development of the Property.
- g. **Unit Rentals:** An owner may rent his or her unit so long as the renter agrees to be bound by this Declaration, the By-Laws of the South Weber Business Park Condo's Owners Association, and any applicable CC&Rs. The owner will remain responsible for the association dues. Renters must sign an agreement stating that they understand all of the applicable documents and agree to be bound by such.
- h. **Business Use:** A business may store inventory and supplies in its unit(s).

- i. **Other Uses:** Any use of a unit or the common area, which unreasonably interferes with an owners'
- j. **Residential:** No residential uses of any sort are permitted on the Property.
- k. **Hazardous Substances:** No person shall maintain or store on the Property any substance which is combustible, a health hazard, toxic, or corrosive, or otherwise hazardous as identified on the Material Safety Data Sheet provided by the manufacturer of such substance.

## SECTION VI: RULES FOR COMMON AREAS

- 32. **Exterior:** Parking of Owners' Vehicles      Each Unit owner shall have one reserved parking place immediately in front of their Unit's roll up door. No vehicles, including trailers and recreational vehicles may be stored for longer than 24 hours in the exterior parking area of the Property.
- 33. The Owner's Association of Managers, at any meeting of the Owner's Association of Managers, may adopt administrative rules and regulations governing the operation and use of the common elements. Any administrative rules and regulations, adopted by the Owner's Association of Managers shall be provided to each owner and recorded with the county. The adopted rules and regulations may be rescinded by a majority vote of the unit owners at the annual meeting.

## SECTION VI: ENFORCEMENT

- 34. **Enforcement:** The Owner's Association of Managers may take any steps as a reasonable to ensure enforcement of these restrictions. The Owner's Association of Managers may appoint an enforcement officer who is responsible for identifying and reporting violations to the Owner's Association of Managers.
- 35. **Special Assessments for Enforcement:** The Owner's Association of Managers may make a special assessment for the costs of any enforcement action taken by the Owner's Association including the costs of remedying the violation, any attorney fees, and any other costs or expenses incurred as a result of a violation of these bylaws, the Condominium Declaration, or any applicable statute or regulation.

## SECTION V: I AMENDMENT TO BYLAWS

- 36. **Amendments:** The bylaws may be amended by an affirmative vote of fifty percent of the members voting at an annual meeting. The text of the proposed amendment must be included in the public notice announcing the time, date and place of the annual meeting. The amendment shall be binding upon every owner and every condominium whether the burdens thereon are increased or decreased thereby, and whether or not the owner of each and every condominium consents thereto.



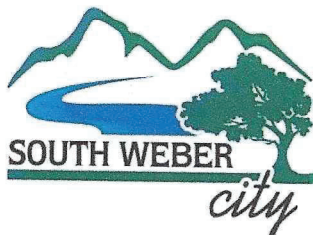
37. **Statutory Requirements:** Each of the particular provisions set forth in Utah Code shall be contained in and remain in any amendment to the Bylaws. Any provisions set forth in these bylaws which are or may be contrary to Utah Code shall be severable and shall not affect validity of the remaining provisions of these bylaws.

This is to certify that the above bylaws were adopted by the Owner's Association of Managers at a meeting on the

\_\_\_\_\_ day of January 28, 2020.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary



1600 E. South Weber Drive  
South Weber, UT 84405

www.southwebercity.com

801-479-3177  
FAX 801-479-0066

**FOR OFFICE USE ONLY**

Fee paid \$ \_\_\_\_\_ Receipt \_\_\_\_\_ Date \_\_\_\_\_

Recommended by Planning Commission on: \_\_\_\_\_

Approved by City Council on: \_\_\_\_\_

**ZONE CHANGE APPLICATION**

Approx. Location: South of 2577 South Weber Dr. (on 2700E)

Parcel Number(s): 13-034-0005 lot 3 Total Acres: \_\_\_\_\_

Request: 2 Acres changed from C-H Zone to R-7 Zone  
\_\_\_\_\_ Acres changed from \_\_\_\_\_ Zone to \_\_\_\_\_ Zone

Legal Description: (attach if too large) Lot 3 of South Weber  
Transition Subdivision

Proposed Use: Residential 14 townhomes.

How does this use support the City's General Plan? We are transitioning  
from Commercial to Residential

**Applicant**

Name: Mike Ford  
Company: \_\_\_\_\_  
Address: 2049 S 1230 W  
City/State/Zip: Syracuse UT 84075  
Phone: 801-644-5100  
Email: mike@utahbro.com

**Property Owner, if not Applicant**

Name: Dan L Murray  
Company: Murray Family Investments, LLC  
Address: 1907 North Howard  
City/State/Zip: Centerville UT 84014  
Phone: 801-910-7102  
Email: dan.murray@murrayfamilyinvestments.com



**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.

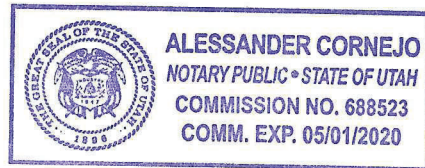
Applicant's Signature:  Date: 1-28-20

State of Utah, County of Davis

Subscribed and sworn to before me on this 28<sup>th</sup> day of January, 2020

Printed Name Alessander Cornejo

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 \_\_\_\_\_ 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: \_\_\_\_\_ Date: \_\_\_\_\_

State of Utah, County of Davis

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

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

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

Seal



2 UNIT



3 UNIT



4 UNIT

COLOR SCHEDULE	
OBJECT	COLOR
GARAGE DOORS	SANDSTONE
EXTERIOR MAIN DOORS	SANDSTONE
SYNTHETIC STONE VENEER	HARRISTONE BROWN CHIEF JOSEPH
AREA 1 EIFS FIELD	SENERGY SHEARLING
AREA 2 EIFS FIELD	SENERGY CARDAMOM
EIFS TRIM	SENERGY BRUNET
ASPHALT SHINGLES	GAF TIMBERLINE MISSION BROWN
SOFFIT, FASCIA	DARK BRONZE ANODIZED

NOTES:  
1. OWNER/CONTRACTOR TO CONFIRM ALL COLOR SCHEMES.

## TOWNHOME FRONT ELEVATIONS – SOUTH WEBER MULTIUSE PROJECT

SCALE: 3/16" = 1'-0"



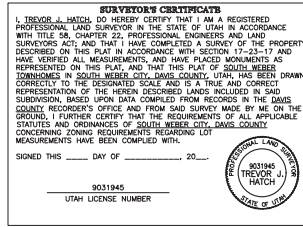
**Reeve  
& Associates, Inc.**

5160 SOUTH 1500 WEST  
RIVERDALE, 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 NUMBER 4671-15

DRAWN BY: A.W.B.





**NARRATIVE**

THE PURPOSE OF THIS PLAT IS TO AMEND LOT 3 OF SOUTH WEBER TRANSITION SUBDIVISION INTO PRIVATE UNITS, PRIVATE STREET, LIMITED COMMON AREA, AND COMMON AREA. ALL BOUNDARY CORNERS WERE SET WITH A 3/4" 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

**NOTES**

1. ALL AREA NOT SHOWN AS PRIVATE UNITS, PRIVATE STREET, OR LIMITED COMMON IS CONSIDERED COMMON AREA.
2. ALL COMMON AREA AND LIMITED COMMON AREA IS TO BE CONSIDERED PUBLIC UTILITY

**BOUNDARY DESCRIPTION**  
ALL OF LOT 3 OF SOUTH WEBER TRANSITION SUBDIVISION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
PART OF 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 NORTHWESTERLY RY OF WAY LINE OF 7800 SOUTH STREET; SAID POINT BEING NO<sup>0</sup>21°W 30.26 FEET FROM THE WEST SIDE OF SAID STREET; THENCE S<sup>90</sup>E<sup>0</sup> ALONG SAID NORTHERLY RY OF WAY LINE OF 7800 SOUTH STREET 19.99 FEET TO THE SOUTHERLY LINE OF LOT 2 OF SAUTH WEREAN TRANSITION SUBDIVISION; THENCE ALONG SAID SOUTHERLY LINE OF LOT 2 OF SAUTH WEREAN TRANSITION SUBDIVISION S<sup>14</sup>E<sup>0</sup> 161'16" 16.28 FEET TO THE WESTERLY RY OF WAY LINE OF THE FRANTICE ROAD; THENCE S38°03'E 154' ALONG SAID WESTERLY RY OF WAY LINE OF THE FRANTICE ROAD TO AN INTERSECTION WITH THE EASTERN RY OF WAY LINE OF 7800 SOUTH STREET; THENCE ALONG SAID NORTHERLY RY OF WAY LINE OF 7800 SOUTH STREET THE FOLLOWING THREE (3) COURSES: (1) COURSE 1 - ALONG SAID NORTHERLY RY OF WAY LINE OF 7800 SOUTH STREET WITH A RIGHT ANGLED OF 133.04 DEGS, AN ARC LENGTH OF 92.45 FEET, A DELTA ANGLE OF 38°08'49", A CHORD BEARING OF S70°59'20"W AND A CHORD DISTANCE OF 154.34 FEET TO THE NEXT COURSE; (2) COURSE 2 - ALONG SAID NORTHERLY RY OF WAY LINE OF 7800 SOUTH STREET N<sup>00</sup>08°19"E 145.34 FEET, THENCE M89°57°59"W 70.00 FEES, THENCE N<sup>00</sup>08°19"E 145.34 FEET TO THE NORTHERLY RY OF WAY LINE OF 7800 SOUTH STREET; (3) COURSE 3 - ALONG SAID NORTHERLY RY OF WAY LINE OF 7800 SOUTH STREET 24.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 83,582 SQUARE FEET OR 1.919 ACRES MORE OR LESS

**OWNERS DEDICATION AND CERTIFICATION**

WE, THE UNDERSIGNED OWNERS OF THE HEREN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBVOLVE THE SAME INTO LOTS AND STRIPS AS SHOWN ON THE PLAN AND NAME SAID TRACT SOUTH EIGHT TOWNSHIPS AND EIGHT RANGES AND RESERVE TO US, OUR HEIRS, SUCCESSORS, OUR GRANTEES AND ASSIGNS, A RIGHT-OF-WAY TO BE USED IN COMMON WITH THE PUBLIC FOR THE PURPOSES OF CONVEYING AND RECEIVING PASSENGER SUBSTANCES THAT MAY BE SUBVOLVED BY THE UNDERSIGNED OWNERS, OUR HEIRS, SUCCESSORS, OUR GRANTEES AND ASSIGNS, AND TO THE PORTIONS OF SAID TRACT OF LAND DONATED ON SAID PLAN AS PRIVATE STRIPS AS ACCESS TO THE INDIVIDUAL UNITS, TO BE MAINTAINED BY THE UNDERSIGNED OWNERS, OUR HEIRS, SUCCESSORS, OUR GRANTEES, OUR GRANTEES, SUCCESSORS, OR ASSIGNS; AND ALSO DEDICATE TO THE PUBLIC THE PORTIONS OF SAID TRACT OF LAND DONATED ON SAID PLAN AND DRAMMAGE PURPOSES AS SHOWN HEREON, THE SAME TO BE USED BY THE PUBLIC FOR THE PURPOSES OF CONVEYING AND RECEIVING PASSENGER SERVICE UNITS AND DRAMMAGE AS MAY BE AUTHORIZED BY THE BOARD OF DIRECTORS OF THE PUBLIC SERVICE COMPANY OF ALABAMA FOR THE EASEMENTS FOR THE RESPECTIVE UTILITY COMPANIES AS SHOWN HEREON, AND TO THE PORTIONS OF THE STRUCTURES BEING DEDICATED WITHIN ANY EASEMENT DESCRIBED HEREON.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

FOR: MURRAY FAMILY INVESTMENTS LLC

DANNY LEE MURRAY


**ACKNOWLEDGMENT**

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

BASEMENT APPROVAL	
THIS PLAT IS HEREBY APPROVED BY:	
RIVERDALE BENCH CANAL COMPANY	DATE
CENTRAL WEBER SEWER DISTRICT	DATE
WEBER BASIN WATER CONSERVANCY DISTRICT	DATE
BASENOOD	DATE

<b>PROJECT INFORMATION</b>		<b>DAVIS COUNTY RECORDER</b>	
ISSN	Project Name	ENTRY NO.	FEES PAID
ISSN	Scale: <u>1"=30'</u>	AND RECORDS	FOR RECORD
	Number: <u>4671-15</u>	IN BOOK	OF
	Location:	THE OFFICIAL RECORDS, PAGE	
	Checked:	RECORDED FOR:	
 <b>Reeve &amp; Associates, Inc.</b> 10000 N. 10th Ave., Suite 100, Denver, CO 80231 TEL: 303-651-4600 FAX: 303-651-4600 E-MAIL: REEVE@REEVE-ASSOCIATES.COM WWW.REEVE-ASSOCIATES.COM REALTY SERVICES • CONSULTING SERVICES • LANDMARK SERVICES		DAVIS COUNTY RECORDER	
		DEPUTY	

[illegible]

**PRELIMINARY PLAT  
NOT FOR RECORDATION**

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

ATTEST: \_\_\_\_\_  
SOUTH WEBER CITY MAYOR CITY RECORDER

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

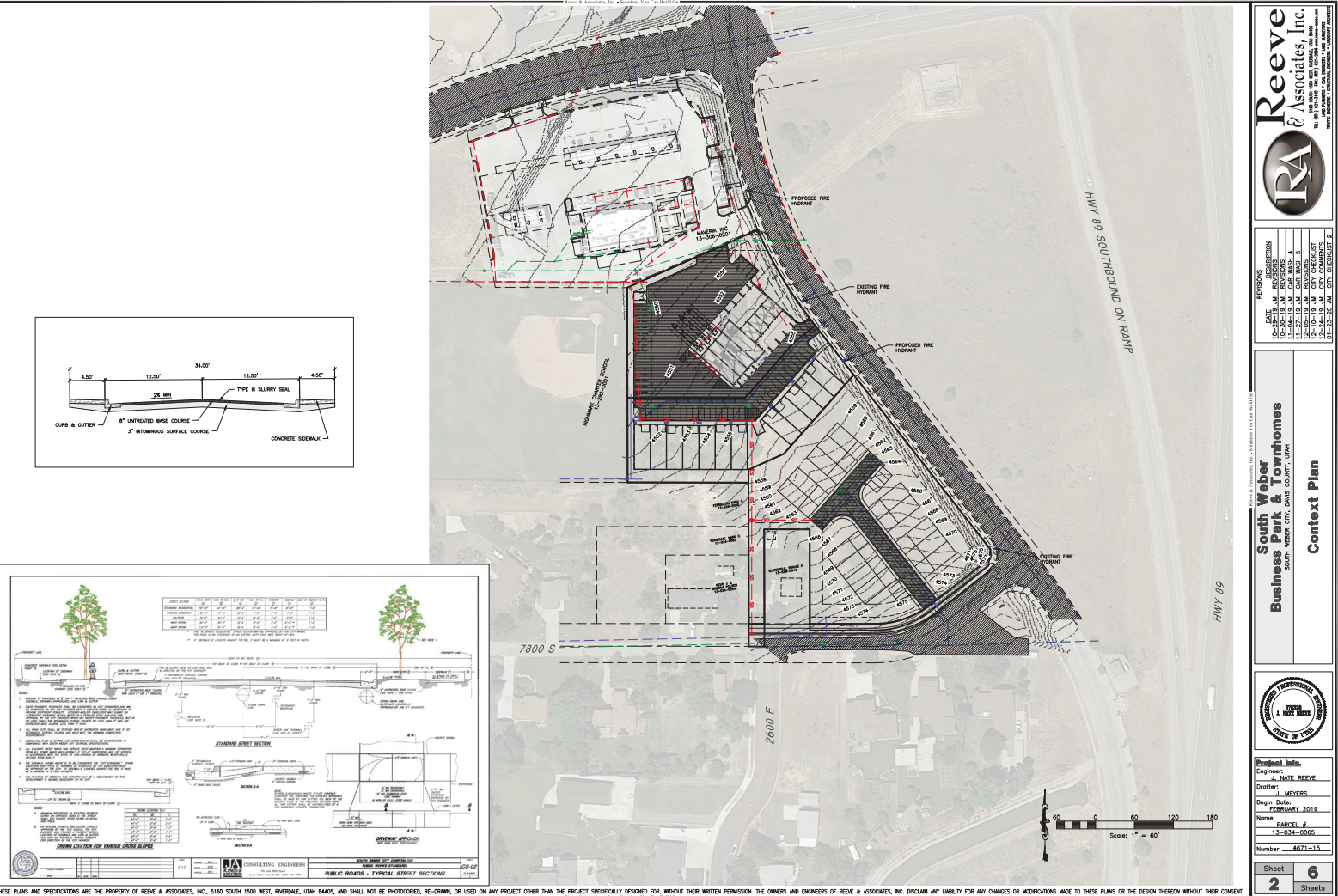
\_\_\_\_\_  
SOUTH WEBER CITY ATTORNEY

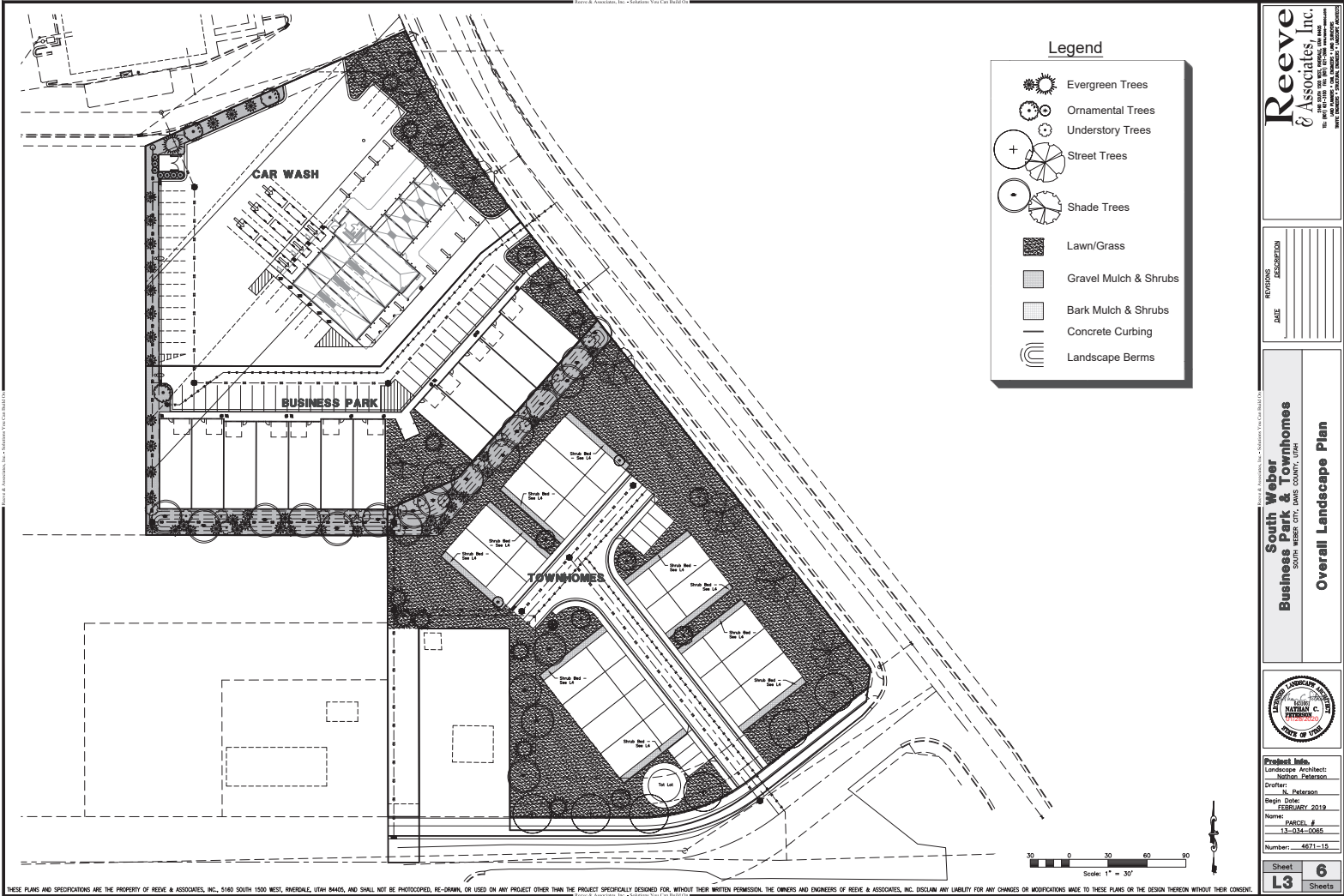
PROJECT INFORMATION	
Surveyor: T. HATCH	Project Name: SOUTH WEAVER TOWNHOMES
Designer: J. ANDERSON	Number: 4871-15
Begin Date: 1-21-2020	Scale: 1"=30'
	Revision:
	Checked:

**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.









**Reeve & Associates, Inc.**  
Landscape Architecture

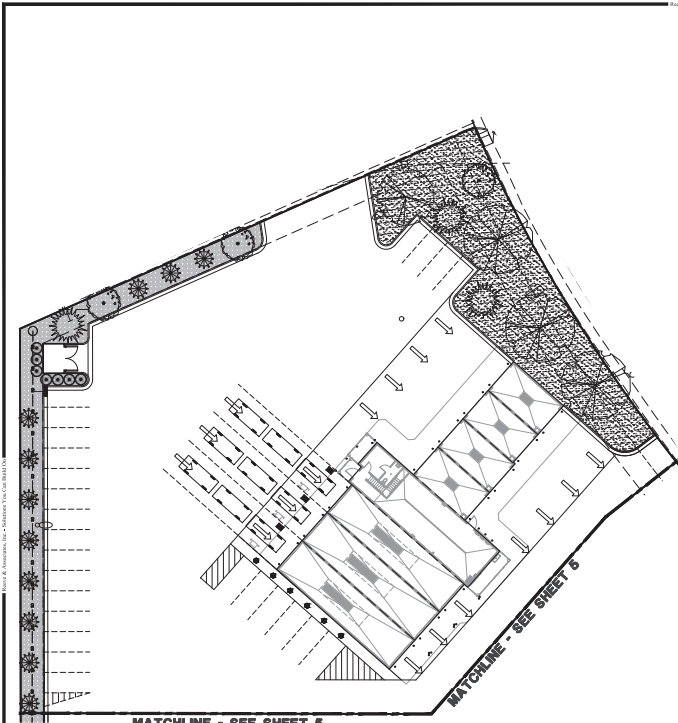
**South Weber Business Park & Townhomes**  
SOUTH WEBER CITY, JORDAN COUNTY, UTAH

**Overall Landscape Plan**

**Project Info:**  
Landscape Architect: Nathan Peterson  
Drafted: N. Peterson  
Begin Date: FEBRUARY 2019  
Parcel #: 13-034-0065  
Number: 4871-15

**Sheet**  
**L3** **6**  
Sheets





MATCHLINE - SEE SHEET 5

MATCHLINE - SEE SHEET 6

Reeve & Associates, Inc. • Solutions You Can Handle

TREES		Plant Table					
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 nigra	Austrian Pine	6" B&B	
0	0	1		Picea glauca 'Pendula'	Weeping White Spruce	6" Ht.	
11	31	0		Picea pungens 'Fastigiata'	Columnar Blue Spruce	6" Ht.	
0	0	6		Gleditsia triacanthos 'Imperial'	Imperial Honey Locust	2" cal.	
3	1	4		Gymnocladus dioica	Kentucky Coffee-tree	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 avellana 'Contorta'	Contorted Filbert	10 Gal.	
0	17	4		Cornus latifolia 'Fastigiata'	Pyramidal Hornbeam	2" cal.	

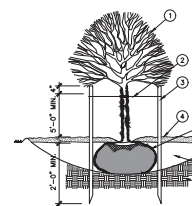
Shrubs						
Car Wash	Business Park	Town Homes	Symbol	Scientific Name	Common Name	Size
0	0	12	●	Berberis thun. 'atras. 'Nana'	Crimson Pigmy Barberry	5 gal.
0	12	6	●	Cornus sericea 'Insignis'	Insignit Dwarf Dogwood	5 gal.
0	0	18	●	Mahonia aquifolium 'Compactum'	Compact Oregon Grape	5 gal.
0	24	0	●	Physocarpus opulifolius 'Dart's Gold'	Darts Gold Ninearb	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	Incomes	Symbol	Scientific Name	Common Name	Size
0	0	0	9		<i>Lavandula angustifolia</i> 'Munstead'	Munstead Lavender	1 gal.
0	0	0	18		<i>Rudbeckia hirta</i> 'Goldstrum'	Goldstrum Black Eyed Susan	1 gal.
0	0	0	9		<i>Achillea millefolium</i> 'Paprika'	Paprika Yarrow	1 gal.
0	0	0	9		<i>Geranium x</i> 'Johnson's Blue'	Johnson's Blue Geranium	1 gal.
OTHER							
Symbol	Description						
	Rock Cross – Soil						
	Vertically Buzzaize Mix – 3 Species Minimum						
Rock Mulch – 2" x 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 Mulch Strip – 6" x 6" – See Detail							

OTHER		Symbol	Description
Car Wash	Business Park	Town Homes	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

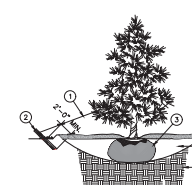
- This planting plan is diagrammatic and plant locations are approximate.
- Field survey, staking, and staking the layout and locations of site construction features for approval before actual construction. The layout shall conform to the exact location and grades of the intended work to be done.
- Coordinate all aspects of the planting plan 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 grade, walks, paving, headers and curbs to accommodate soil. Grades in areas where needed shall be 1" lower than adjacent edge.
- Native plants shall be stockpiled and stored on site whenever possible for use in landscape areas.
- All root 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.
- Face each shrub to give the most pleasing look as seen from a line perpendicular to the wall or walk to/from which it is viewed.
- Edging or Curbing shall be installed as shown on the plan to separate grass from shrub beds. Shrubs shall be planted properly to prevent standing water from occurring. Call properly 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 crowd out small perennial plants with excessive mulch.



NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

### DECIDUOUS TREE PLANTING

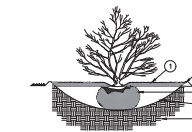
NTS



NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

### CONIFEROUS TREE PLANTING

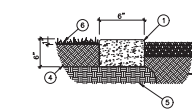
NTS



NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

### SHRUB PLANTING

NTS



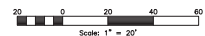
NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

### CONCRETE MOW STRIP

NTS



NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.



- PRUNE ALL DEAD AND INJURED WOOD. DO NOT CUT LEADER.
- LOOSELY TIE TO ALLOW FOR TREE MOVEMENT, BUT SECURED FOR HIGH WIND CONDITIONS.
- METAL T-POSTS, 2 PER TREE. REMOVE POSTS & TIES AFTER ONE YEAR.
- CONSTRUCT 4" EARTH BERM SAUCER. FILL WITH 3" BARK/ROCK MULCH. BRUSH AWAY FROM TRUNK. REMOVE SAUCER AFTER ONE YEAR.
- REMOVE BURLAP/PACKAGING MAT. PLANT TREES 2"-3" HIGHER THAN GRADE.
- BACKFILL WITH NATIVE SOIL.
- UNDISTURBED SOIL.

- LOOSELY TIE TO ALLOW FOR TREE MOVEMENT, BUT SECURED FOR HIGH WIND CONDITIONS.
- 4" x 2" x 2" STAKE AND GUY WIRE (ONE EA. TREE) REMOVE STAKES AFTER ONE YEAR.
- REMOVE BURLAP/PACKAGING MAT. PLANT TREES 2"-3" HIGHER THAN GRADE.
- CONSTRUCT 4" EARTH BERM SAUCER. FILL WITH 3" BARK/ROCK MULCH. BRUSH AWAY FROM TRUNK. REMOVE SAUCER AFTER ONE YEAR.
- BACKFILL WITH NATIVE SOIL.
- UNDISTURBED SOIL.

- 3" OF BARK/ROCK MULCH. BRUSH AWAY FROM STEM.
- 3" EARTH BERM SAUCER. REMOVE AFTER ONE YEAR.
- REMOVE BURLAP/PACKAGING MAT. PLANT SHRUBS 2"-3" HIGHER THAN GRADE.
- BACKFILL WITH NATIVE SOIL.
- UNDISTURBED SOIL.

- 6"x6" CONCRETE MOW STRIP WITH RADIUS EDGES
- BARK/ROCK MULCH
- FINISH GRADE/WEED FABRIC
- TOPSOIL
- COMPACTED SUBGRADE
- LAWN

**Reeve & Associates, Inc.**  
SOLUTIONS YOU CAN HANDLE  
1305 SOUTH 1500 WEST, RIVERDALE, UTAH 84401  
TEL: 801-467-1515 FAX: 801-467-1516  
WWW.REEVE-ASSOCIATES.COM

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

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



**Project Info**  
Landscape Architect: Nathan Peterson  
Drafted: \_\_\_\_\_  
Begin Date: FEBRUARY 2019  
Name: \_\_\_\_\_  
PARCEL #: 13-034-0065  
Number: 4871-15

Sheet **L4** of **6** Sheets

### Plant Table

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

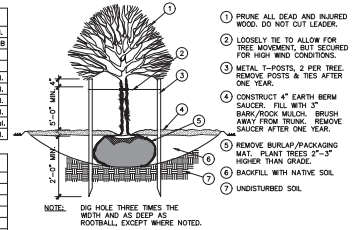
Shrubs	Car Wash	Business Homes	Town	Symbol	Scientific Name	Common Name	Size
0	0	12	0	○	Berberis thun. 'atras 'Nana'	Crimson Pygmy Barberry	5 gal.
0	12	6	0	○	Cornus sericea 'Inspiro'	Inspiro Dwarf Dogwood	5 gal.
0	0	18	0	○	Melicope aquilegifolium 'Compactum'	Compact Oregon Grape	5 gal.
0	24	0	0	○	Physocarpus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

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

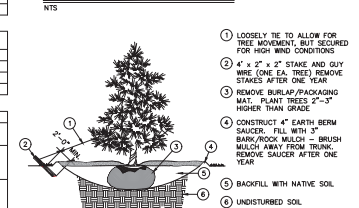
### PLANTING NOTES

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- 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 walk 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 owners 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.



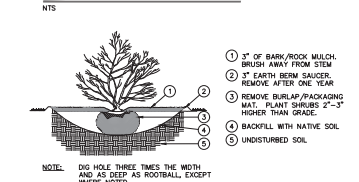
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### DECIDUOUS TREE PLANTING



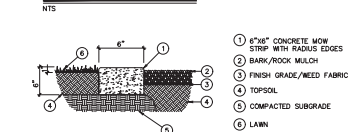
NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

### CONIFEROUS TREE PLANTING

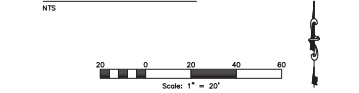


NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

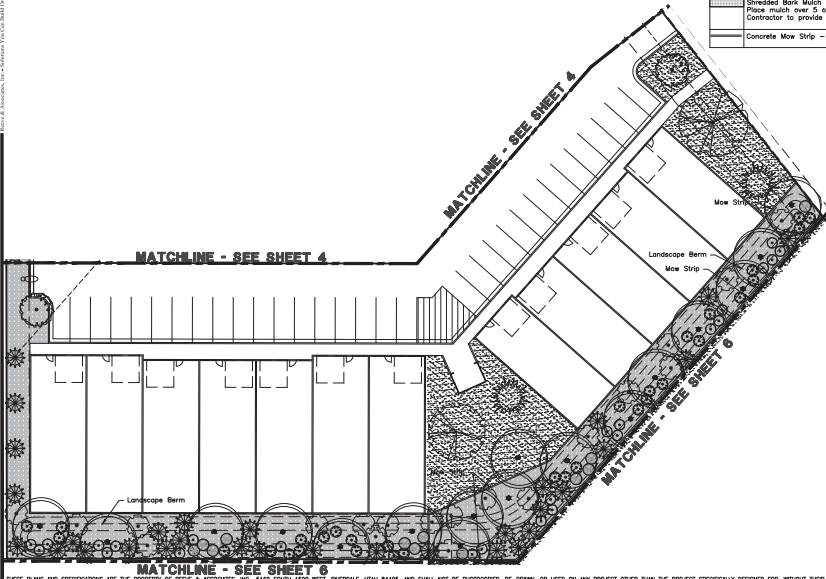
### SHRUB PLANTING



### CONCRETE MOW STRIP



Scale: 1" = 20'



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Landscape Architects  
1500 SOUTH 1500 WEST, RIVERDALE, UTAH 84403  
TEL: 781-222-2222 FAX: 781-222-2222  
WWW.REEVE-ASSOCIATES.COM

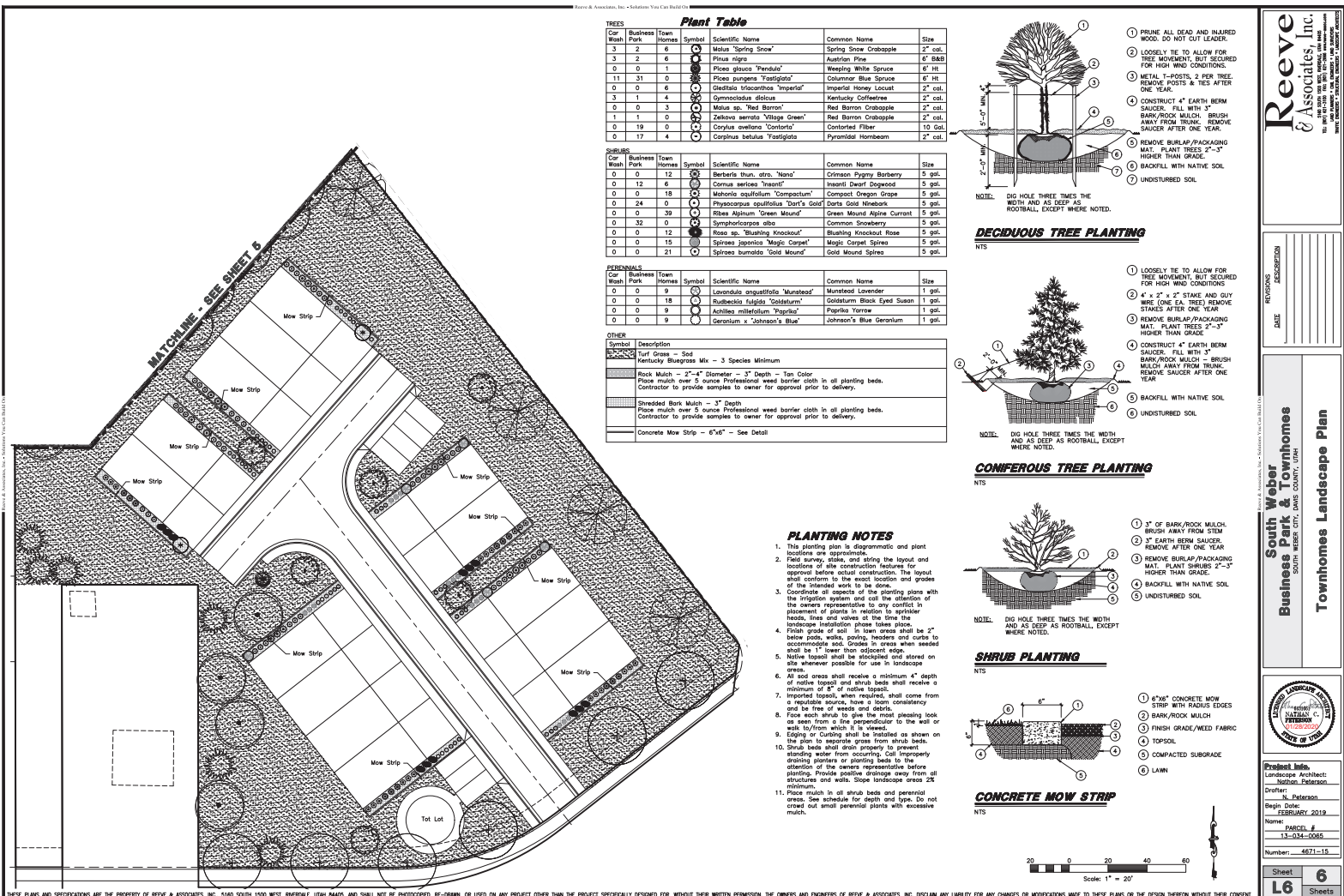
DATE: \_\_\_\_\_  
DESIGNER: \_\_\_\_\_  
CHECKED: \_\_\_\_\_  
APPROVED: \_\_\_\_\_

**South Weber Business Park & Townhomes**  
SOUTH WEBER CITY, DAVIS 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** of **15**  
**L5** Sheets





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Reeve & Associates, Inc.

DATE: \_\_\_\_\_

REVISIONS: \_\_\_\_\_

PROJECT: South Weber Business Park & Townhomes

DATE: FEBRUARY 2019

PARCEL: 13-034-0065

NUMBER: 4871-15

SHEET: 6

L6

Sheets

PROJECT INFO

Landscape Architect: Nathan Peterson

Begin Date: FEBRUARY 2019

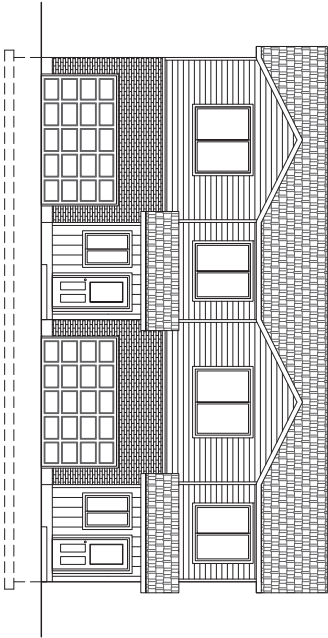
Parcel: 13-034-0065

Number: 4871-15

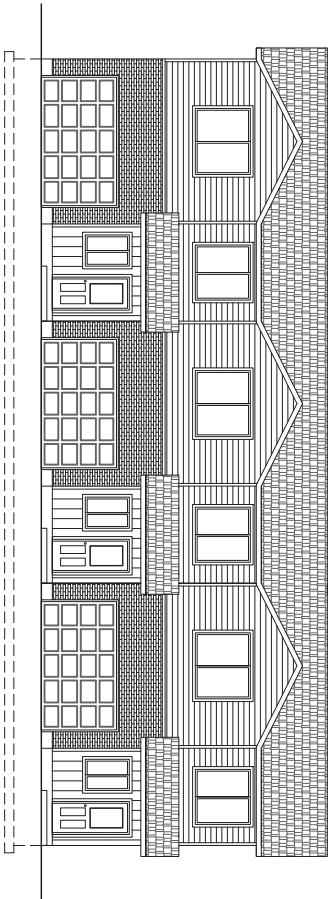
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L6

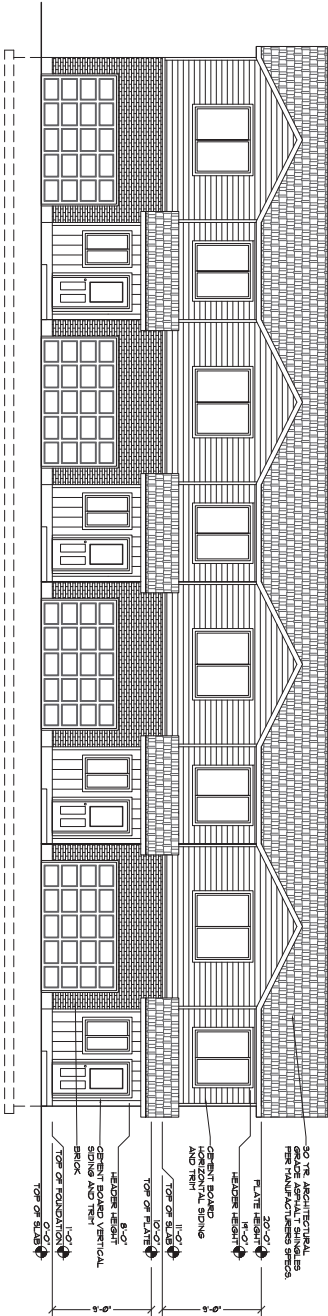
Sheets



2 UNIT



3 UNIT



4 UNIT

COLOR SCHEDULE	
NO. & CT.	COLOR
GARAGE DOORS	RESCRAFT BROWN
EXTERIOR MAIN DOORS	RESCRAFT BROWN
EXTERIOR SIDING	WHITE
HORIZONTAL SIDING	WHITE
VERTICAL SIDING	WHITE
SHUTTERS	WHITE
TRIM	WHITE
BRICK	RESCRAFT BROWN
ROOF	ASPH/FLT
LANDSCAPE	GREEN

NOTES:  
1. OWNER/CONTRACTOR TO CONFORM ALL COLOR SCHEDULES.

# TOWNHOME FRONT ELEVATIONS - SOUTH WEBER MULTIUSE PROJECT

SCALE: 3/16" = 1'-0"



**Reeve & Associates, Inc.**  
 5180 SOUTH 1000 WEST  
 SUITE 100  
 SALT LAKE CITY, UT 84119  
 TEL: (801) 625-2100 FAX: (801) 625-2986  
 LAND PLANNERS, CIVIL ENGINEERS  
 LANDSCAPE ARCHITECTS  
 PROJECT NUMBER 4671-15  
 DRAWN BY: A.W.B.



**From:** Mike Ford <mike@utahbravo.com>  
**Sent:** Tuesday, January 28, 2020 10:00 AM  
**To:** Nate Reeve  
**Subject:** Variance Request for Buffer Yard Separation on Lot 2

South Weber City, Variance Request for Buffer Yard Separation on Lot 2.

As discussed and supported by staff, we are preparing this letter to explain the variance to the 20' Buffer yard landscaping requirement (10-15-7) between Lots 2 & 3 of the South Weber Transition Subdivision. As detailed by staff, there are code requirements that set forth the sizing of each lot and the allowable acreage of each. The townhome parcel must be 2.0 acres in size. To accommodate this parcel size and to provide the required buffer between the uses, we are proposing to have the buffer contained on the townhome 2.0 acre parcel. Typically the buffer would be placed on the commercial parcel, but since both parcels are being developed at the same time, we have the flexibility to have the buffer where it has the most impact. By showing the buffer on the townhome parcel, the townhome owners will have direct benefit to the landscape buffer and won't have it hidden on the other side of a 6' fence. The landscape buffer will be managed and operated by the townhome hoa and will allow for more usable open space for the residential development.

---

Mike Ford  
cell: 801-644-5100



1-27-2020

## RE-ZONE LEGAL DESCRIPTIONS

### PARCEL 1

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 130.51 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE N00°06'21"W 169.62 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 2.66 FEET; THENCE S51°56'09"W 39.32 FEET; THENCE S41°31'16"W 116.29 FEET; THENCE N89°53'07"W 181.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 52351 SQUARE FEET OR 1.202 ACRES MORE OR LESS

### PARCEL 2

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 FROM THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE N89°53'28"W 186.22 FEET; THENCE N00°06'21"W 130.51 FEET; THENCE S89°53'07"E 181.11 FEET; THENCE N41°31'16"E 116.29 FEET; THENCE N51°56'09"E 39.32 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD; THENCE S38°03'51"E ALONG SAID WESTERLY LINE, 96.22 FEET; THENCE S41°31'16"W 162.58 FEET; THENCE S65°49'04"W 59.41 FEET; THENCE S00°06'43"W 19.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 43162 SQUARE FEET OR 0.991 ACRES MORE OR LESS

### PARCEL 3

PART OF 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 N00°06'43"E 19.99 FEET; THENCE N65°49'04"E 59.41 FEET; THENCE N41°31'16"E 162.58 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD; THENCE S38°03'51"E ALONG SAID WESTERLY LINE, 341.59 FEET; THENCE

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





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 87,265 SQUARE FEET OR 2.003 ACRES MORE OR LESS

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1-27-2020

## **LEGAL DESCRIPTIONS PROPOSED LOTS**

### **PROPOSED LOT 1**

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 130.51 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE N00°06'21"W 169.62 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 2.66 FEET; THENCE S51°56'09"W 39.32 FEET; THENCE S41°31'16"W 116.29 FEET; THENCE N89°53'07"W 181.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 52351 SQUARE FEET OR 1.202 ACRES MORE OR LESS

### **PROPOSED LOT 2**

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 FROM THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE N89°53'28"W 186.22 FEET; THENCE N00°06'21"W 130.51 FEET; THENCE S89°53'07"E 181.11 FEET; THENCE N41°31'16"E 116.29 FEET; THENCE N51°56'09"E 39.32 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD; THENCE S38°03'51"E ALONG SAID WESTERLY LINE, 96.22 FEET; THENCE S41°31'16"W 162.58 FEET; THENCE S65°49'04"W 59.41 FEET; THENCE S00°06'43"W 19.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 43162 SQUARE FEET OR 0.991 ACRES MORE OR LESS

### **PROPOSED LOT 3**

PART OF 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 NORTHERLY RIGHT OF WAY LINE OF 7800 SOUTH STREET, SAID POINT BEING N00°06'21"W 35.26 FEET FROM THE WEST QUARTER CORNER

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OF SAID SECTION 36; THENCE N00°06'21"W 217.17 FEET; THENCE N00°06'43"E 19.99 FEET; THENCE N65°49'04"E 59.41 FEET; THENCE N41°31'16"E 162.58 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD; THENCE S38°03'51"E ALONG SAID WESTERLY LINE, 341.59 FEET; THENCE S07°17'59"W 14.03 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 7800 SOUTH STREET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) S51°56'09"W 115.02 FEET; (2) 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°05'49", A CHORD BEARING OF S70°59'07"W, AND A CHORD LENGTH OF 90.76 FEET; AND (3) N89°57'59"W 100.07 FEET; THENCE N00°06'19"W 145.34 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 7800 SOUTH STREET; THENCE N89°57'59"W 70.00 FEET; THENCE S00°06'19"E 145.34 FEET; THENCE N89°57'59"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 24.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 83582 SQUARE FEET OR 1.919 ACRES MORE OR LESS.

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January 27, 2020

Mr. Mike Ford  
2049 South 1230 West  
Syracuse, Utah 84015

Subject: Preliminary Geotechnical Considerations  
Proposed South Weber Business Park and Townhomes  
Southwest Corner of South Weber Drive and Frontage Road  
South Weber, Utah

Mr. Ford,

As requested, this letter provides preliminary findings and discussion related to the proposed South Weber Business Park and Townhomes development located at the southwest corner of South Weber Drive and Frontage Road in South Weber, Utah. A geotechnical report was completed for the adjoining site by others dated August 31, 2015<sup>1</sup>. This geotechnical report was reviewed as part of our scope of work. Based on our review of the referenced geotechnical study, it appears that the site will be suitable for construction of the proposed mixed use development using similar geotechnical recommendations. However, additional subsurface investigation, laboratory testing, and analyses will be required for the subject site.

### **OBJECTIVES AND SCOPE**

The objectives and scope of our study were planned in discussions between Mr. Nate Reeve of Reeve and Associates and Mr. Andrew Harris of CMT Engineering Laboratories (CMT). In general, the objectives of this study were to define and evaluate the subsurface soil and groundwater conditions at the site, and provide appropriate foundation, earthwork, pavement and seismic recommendations to be utilized in the design and construction of the proposed development.

In accomplishing these objectives, our scope of work will include performing field exploration, consisting of the excavating/logging/sampling of 6 test pits, performing laboratory testing on representative samples, and conducting an office program, consisting of correlating available data, performing engineering analyses, and preparing a summary report. The field investigation for the subject property is scheduled for the immediate future.

### **PROPOSED CONSTRUCTION**

We understand that development of a mixed use commercial and townhome subdivision is planned for the parcel. The structures are anticipated to be 1 to 3 levels above grade, constructed using conventional wood/light metal framing, reinforced masonry, and/or steel post and beam construction techniques, and founded on spread footings with slab on grade floors established at or near existing grades.

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<sup>1</sup> "Geotechnical Study, Proposed Maverik Country Store, Southwest Corner of South Weber Drive and Frontage Road (2700 East), South Weber, Utah," Gordon Geotechnical Engineering, Inc. Job Number 248-024-15.



Site development will require some earthwork in the form of minor cutting and filling. A site grading plan was not available at the time of this report, but we project that maximum cuts and fills may be on the order of 1 to 3 feet.

Pavements are to include asphalt paved parking areas, internal drive lanes, and residential streets. Traffic is projected to consist of mostly automobiles and light trucks, a few daily medium-weight delivery trucks, a weekly garbage truck, and an occasional fire truck.

### **SUBSURFACE SOIL AND GROUNDWATER CONDITIONS**

Based on the conditions described in the referenced geotechnical study, the subsurface soil conditions are anticipated to consist of surficial layers of silty and clay overlying sands and gravels. Groundwater is anticipated to be deeper than 15 feet below existing site grades.

### **SEISMIC**

#### **Faulting**

No active surface fault traces are shown on the referenced geologic map crossing or adjacent to the subject site. The nearest mapped active fault to the site is the Weber Section of the Wasatch Fault located about 0.5 miles to the east.

#### **Site Class**

Utah has adopted the International Building Code (IBC) 2018, which determines the seismic hazard for a site based upon 2014 mapping of bedrock accelerations prepared by the United States Geologic Survey (USGS) and the soil site class. The USGS values are presented on maps incorporated into the IBC code and are also available based on latitude and longitude coordinates (grid points). For site class definitions, IBC 2018 Section 1613.2.2 refers to Chapter 20, Site Classification Procedure for Seismic Design, of ASCE<sup>2</sup> 7-16. Given the subsurface soils encountered at the site, which only extended to a depth of about 15.5 feet, it is our opinion the site best fits Site Class D – Stiff Soil Profile, which we recommend for seismic structural design.

#### **Ground Motion**

The 2014 USGS mapping utilized by the IBC provides values of peak ground, short period and long period accelerations for the Site Class B/C boundary and the Maximum Considered Earthquake (MCE). This Site Class B boundary represents average bedrock values for the Western United States and must be corrected for local soil conditions. The Seismic Design Categories in the International Residential Code (IRC 2018 Table R301.2.2.1.1) are based upon the Site Class as addressed in the previous section. Ground motion recommendations will be provided for the site in the subsequent geotechnical study upon determination of the subsurface soil conditions.

---

<sup>2</sup>American Society of Civil Engineers

## **SITE PREPARATION AND GRADING**

### **General**

It is anticipated that initial site preparation will consist of the removal of any surface vegetation, topsoil, and any other deleterious materials from beneath an area extending out at least 3 feet beyond new structures and 2 feet beyond pavements. Trees and their associated root bulbs will require deeper removal depths.

All non-engineered fill must be removed below the buildings but may remain below pavement areas if; free of debris and deleterious materials, nor more than 3 feet thick, subsequent site grading fills are not more than 3 feet thick, and if properly prepared.

Proper preparation of existing fills below pavements will consist of the scarification of the upper 12 inches followed by moisture preparation and re-compaction to the requirements of structural fill. Where existing surface fill soils are less than 12 inches in total thickness then preparation shall consist of the total thickness of surface fill present.

Subsequent to stripping and prior to the placement of floor slabs, foundations, structural site grading fills, exterior flatwork, and pavements, the exposed subgrade must be proofrolled by passing moderate-weight rubber tire-mounted construction equipment over the surface at least twice. If excessively soft or otherwise unsuitable soils are encountered beneath footings, they must be completely removed. If removal depth required is greater than 2 feet below footings, CMT must be notified to provide further recommendations. In pavement, floor slab, and outside flatwork areas, unsuitable natural soils should be removed to a maximum depth of 2 feet and replaced with compacted granular structural fill. Fills must be handled as described above.

The site should be examined by a CMT geotechnical engineer to assess that suitable natural soils have been exposed and any deleterious materials, loose and/or disturbed soils have been removed, prior to placing site grading fills, footings, slabs, and pavements.

### **Temporary Excavations**

In clayey (cohesive) soils, temporary construction excavations not exceeding 4 feet in depth may be constructed with near-vertical side slopes. Temporary excavations up to 8 feet deep, above or below groundwater, may be constructed with side slopes no steeper than one-half horizontal to one vertical (0.5H:1V).

For sandy/gravelly (cohesionless) soils, temporary construction excavations not exceeding 4 feet in depth should be no steeper than one-half horizontal to one vertical (0.5H:1V). For excavations up to 8 feet and above groundwater, side slopes should be no steeper than one horizontal to one vertical (1H:1V). Excavations encountering saturated cohesionless soils will be very difficult to maintain, and will require very flat side slopes and/or shoring, bracing and dewatering.

To reduce disturbance of the natural soils during excavation, we recommend that smooth edge buckets/blades be utilized.



All excavations must be inspected periodically by qualified personnel. If any signs of instability or excessive sloughing are noted, immediate remedial action must be initiated. All excavations should be made following OSHA safety guidelines.

### **Fill Material**

Structural fill is defined as all fill which will ultimately be subjected to structural loadings, such as imposed by footings, floor slabs, pavements, etc. Structural fill will be required as backfill over foundations and utilities, as site grading fill, and as replacement fill below footings. All structural fill must be free of sod, rubbish, topsoil, frozen soil, and other deleterious materials.

Following are our recommendations for the various fill types we anticipate will be used at this site:

<b>Fill Material Type</b>	<b>Description/Recommended Specification</b>
Structural Fill	Placed below structures, flatwork and pavement. Imported structural fill should consist of well-graded sand/gravel mixture, with maximum particle size of 4 inches, a minimum 70% passing 3/4-inch sieve, a maximum 20% passing the No. 200 sieve, and a maximum Plasticity Index of 10.
Site Grading Fill	Placed over larger areas to raise the site grade. Sandy to gravelly soil, with a maximum particle size of 6 inches, a minimum 70% passing 3/4-inch sieve, and a maximum 40% passing No. 200 sieve.
Non-Structural Fill	Placed below non-structural areas, such as landscaping. On-site soils or imported soils, with a maximum particle size of 8 inches, including silt/clay soils not containing excessive amounts of degradable/organic material.
Stabilization Fill	Placed to stabilize soft areas prior to placing structural fill and/or site grading fill. Coarse angular gravels and cobbles 1 inch to 8 inches in size. May also use 1.5- to 2.0-inch gravel placed on stabilization fabric, such as Mirafi RS280i, or equivalent (see below).

On-site sand soils may be used as site grading fill if free of deleterious material. Other on-site soils may be utilized as non-structural fill. However, please note that the fine-grained soils are inherently more difficult to rework, are very sensitive to changes in moisture content, and will require very close moisture control during placement and compaction. In addition, smaller lift placement and moderate to high compaction effort will be likely. This will be very difficult, if not impossible, during wet and cold periods of the year.

All fill material should be approved by a CMT geotechnical engineer prior to placement.

### **Fill Placement and Compaction**

The various types of compaction equipment available have their limitations as to the maximum lift thickness that can be compacted. For example, hand operated equipment is limited to lifts of about 4 inches and most

“trench compactors” have a maximum, consistent compaction depth of about 6 inches. Large rollers, depending on soil and moisture conditions, can achieve compaction at 8 to 12 inches. The full thickness of each lift should be compacted to at least the following percentages of the maximum dry density as determined by ASTM D-1557 (or AASHTO<sup>3</sup> T-180) in accordance with the following recommendations:

Location	Total Fill Thickness (feet)	Minimum Percentage of Maximum Dry Density
Beneath an area extending at least 3 feet beyond the perimeter of structures, and below flatwork and pavement (applies to structural fill and site grading fill)	0 to 5	95
	5 to 8	98
Site grading fill outside area defined above	0 to 5	92
	5 to 8	95
Utility trenches within structural areas	--	96
Roadbase and subbase	-	96
Non-structural fill	0 to 5	90
	5 to 8	92

Structural fills greater than 8 feet thick are not anticipated at the site. For best compaction results, we recommend that the moisture content for structural fill/backfill be within 2% of optimum. Field density tests should be performed on each lift as necessary to verify that proper compaction is being achieved.

### **Utility Trenches**

For the bedding zone around the utility, we recommend utilizing sand bedding fill material that meets current APWA<sup>4</sup> requirements.

All utility trench backfill material below structurally loaded facilities (flatwork, floor slabs, roads, etc.) shall be placed at the same density requirements established for structural fill. If the surface of the backfill becomes disturbed during the course of construction, the backfill shall be proofrolled and/or properly compacted prior to the construction of any exterior flatwork over a backfilled trench. Proofrolling shall be performed by passing moderately loaded rubber tire-mounted construction equipment uniformly over the surface at least twice. If excessively loose or soft areas are encountered during proofrolling, they shall be removed to a maximum depth of 2 feet below design finish grade and replaced with structural fill.

Most utility companies and City-County governments are now requiring that Type A-1a or A-1b (AASHTO Designation – basically granular soils with limited fines) soils be used as backfill over utilities. These organizations are also requiring that in public roadways the backfill over major utilities be compacted over the full depth of fill to at least 96 percent of the maximum dry density as determined by the AASHTO T-180 (ASTM D-1557) method of compaction. We recommend that as the major utilities continue onto the site that these compaction specifications are followed.

<sup>3</sup> American Association of State Highway and Transportation Officials

<sup>4</sup> American Public Works Association



In private utility areas, existing fill soils and natural soils may be re-utilized as trench backfill over the bedding layer provided that they are properly moisture prepared and compacted to the minimum requirements stated above under Fill Placement and Compaction.

## **FOUNDATION RECOMMENDATIONS**

The following preliminary foundation recommendations have been developed on the basis of the previously described project characteristics and the subsurface conditions described in the referenced geotechnical study, as well as common geotechnical engineering practice.

### **Spread Footing Recommendations**

It is anticipated that the proposed structures may be supported upon conventional spread and/or continuous wall foundations placed on suitable, undisturbed natural soils and/or on structural fill extending to suitable natural soils. Footings may be designed using a net bearing pressure of 2,500 psf if placed on suitable, undisturbed, natural soils or structural fill extending to suitable natural soils.

The term “net bearing pressure” refers to the pressure imposed by the portion of the structure located above lowest adjacent final grade, thus the weight of the footing and backfill to lowest adjacent final grade need not be considered. The allowable bearing pressure may be increased by 1/3 for temporary loads such as wind and seismic forces.

We also recommend the following:

1. Exterior footings subject to frost should be placed at least 30 inches below final grade.
2. Interior footings not subject to frost should be placed at least 16 inches below grade.
3. Continuous footing widths should be maintained at a minimum of 18 inches.
4. Spot footings should be a minimum of 24 inches wide.

### **Installation**

Under no circumstances shall the footings be established upon non-engineered fills, loose or disturbed soils, topsoil, sod, rubbish, construction debris, other deleterious materials, frozen soils, or within ponded water. If unsuitable soils are encountered, they must be completely removed and replaced with compacted structural fill.

Deep, large roots may be encountered where trees occupy, or once occupied portions of the site; such large roots should be removed. Excavation bottoms should be examined by a qualified geotechnical engineer to confirm that suitable bearing materials soils have been exposed.

All structural fill should meet the requirements for such, and should be placed and compacted in accordance with recommendations provided above. The width of structural replacement fill below footings should be equal to the width of the footing plus 1 foot for each foot of fill thickness. For instance, if the footing width is

2 feet and the structural fill depth beneath the footing is 2 feet, the fill replacement width should be 4 feet, centered beneath the footing.

### **Estimated Settlement**

Settlements of foundations designed and installed in accordance with the above criteria and recommendations supporting the loads, as discussed in above under, Description of Proposed Construction, can be controlled to within 1 inch or less. Approximately 40 percent of the quoted settlement should occur during construction.

### **Lateral Resistance**

Lateral loads imposed upon foundations due to wind or seismic forces may be resisted by the development of passive earth pressures and friction between the base of the footings and the supporting soils. In determining frictional resistance, a coefficient of 0.30 for natural silt/clay soils or 0.35 for natural sand soils and structural fill, may be utilized for design. Passive resistance provided by properly placed and compacted structural fill above the water table may be considered equivalent to a fluid with a density of 250 pcf. A combination of passive earth resistance and friction may be utilized if the friction component of the total is divided by 1.5.

### **FLOOR SLABS**

Floor slabs may be established upon suitable, undisturbed, natural soils or on structural fill extending to suitable natural soils (same as for foundations). Under no circumstances shall floor slabs be established directly on any topsoil, non-engineered fills, loose or disturbed soils, sod, rubbish, construction debris, other deleterious materials, frozen soils, or within ponded water.

In order to facilitate curing of the concrete, we recommend that floor slabs be directly underlain by at least 4 inches of “free-draining” fill, such as “pea” gravel or 3/4-inch quarters to 1-inch minus, clean, gap-graded gravel. To help control normal shrinkage and stress cracking, the floor slabs may have the following features:

1. Adequate reinforcement for the anticipated floor loads with the reinforcement continuous through interior floor joints;
2. Frequent crack control joints; and
3. Non-rigid attachment of the slabs to foundation walls and bearing slabs.

### **DRAINAGE**

It is important to the long-term performance of foundations and floor slabs that water not be allowed to collect near the foundation walls and infiltrate into the underlying soils. We recommend the following:

1. All areas around structures should be sloped to provide drainage away from the foundations. Where possible we recommend a minimum slope of 6 inches in the first 10 feet away from the structure.



2. All roof drainage should be collected in rain gutters with downspouts designed to discharge at least 10 feet from the foundation walls or well beyond the backfill limits, whichever is greater.
3. Adequate compaction of the foundation backfill should be provided. We suggest a minimum of 90% of the maximum laboratory density as determined by ASTM D-1557. Water consolidation methods should not be used under any circumstances.
4. Sprinklers should be aimed away from the foundation walls. The sprinkling systems should be designed with proper drainage and be well-maintained. Over watering should be avoided.
5. Other precautions may become evident during construction.

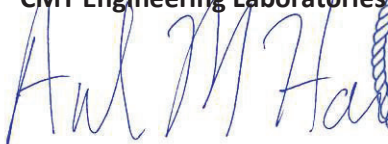
### **CLOSURE**

The preliminary recommendations provided herein were developed through review of the referenced geotechnical study. Further site specific evaluation is required to provide final recommendations. A final updated report will be completed at a later date. Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

We appreciate the opportunity to be of service to you on this project. If we can be of further assistance or if you have any questions regarding this project, please do not hesitate to contact us at (801) 870-6730.

Sincerely,

CMT Engineering Laboratories



Andrew M. Harris, P.E.

Geotechnical Division Manager



## **COMMUNITY DECLARATION FOR THE SOUTH WEBER TOWNHOMES.**

This Community Declaration (hereafter "Community Declaration") is made on the date evidenced below by South Weber Townhomes, LLC, a Utah Limited Liability Company (hereafter "Declarant").

### **ARTICLE I: GENERAL**

#### **SECTION 1.1 BACKGROUND.**

Declarant is the owner of a certain parcel of land (hereafter the "Phase I Property") located in the City of South Weber, Utah, upon which the Declarant intends to develop and construct approximately 14 residential units. The foregoing development project (hereinafter defined as the "Project") as completed shall be known as the "South Weber Townhomes." The "Project Area" for purposes of this Community Declaration shall be comprised of the Phase I Property and is located entirely within Davis County, Utah. The Project does not contain and is not intended to contain any condominiums governed by the Utah Condominium Ownership Act.

#### **SECTION 1.2 PURPOSES OF DECLARATION.**

This Community Declaration is executed:

- (a) In furtherance of a common and general plan for those portions of the Project Area which may become part of the Association Area;
- (b) To protect and enhance the quality, value, desirability and attractiveness of all property which becomes part of the Association Area;
- (c) To provide for an Association as a vehicle to hold, maintain, care for and manage the Association Area and other commonly maintained improvements within the Project Area;
- (d) To define the duties, powers and rights of Owners of Units within the Association Area.

#### **SECTION 1.3 COMMUNITY DECLARATION TO RUN WITH THE LAND.**

The provisions of the Community Declaration are intended to and shall run with the land and shall bind, be a charge upon and inure to the mutual benefit of: (a) all of the property which becomes part of the Association Area and each part or parcel thereof, (b) Declarant and its successors and assigns, (c) the Association and its successors and assigns, and (d) all Persons having or acquiring any right, title or interest in any property which becomes part of the Association Area or any part or parcel thereof or any improvement thereon and their heirs, personal representatives, successors and assigns.



## **ARTICLE II: ASSOCIATION BOARD OF TRUSTEES**

### **SECTION 2.1 ASSOCIATION BOARD OF TRUSTEES.**

The affairs of the Association shall be managed by a Board of Trustees. The number, term and qualifications of the Board shall be fixed in the Articles of Incorporation and Bylaws. The Board may, by resolution, delegate portions of its authority to an executive committee or to other committees or to officers of the Association. Such delegation of authority, however, shall not relieve the Board of the ultimate responsibility for management of the affairs of the Association. No action by or on behalf of the Association may be taken by the Board or any duly authorized executive committee, officer, agent or employee without a vote of Members, except as otherwise specifically provided in this Community Declaration.

### **SECTION 2.2 MEMBERSHIP IN ASSOCIATION.**

Each Owner of a Unit within the Association Area shall be a Member of the Association. There shall be one Membership in the Association for each Unit within the Association Area. The Person or Persons who constitute the Owner of a Unit shall automatically be the holder of the Membership appurtenant to that Unit, and the Membership appurtenant thereto shall pass with fee simple title to the Unit. Declarant shall hold a Membership in the Association for each Unit owned by Declarant. Membership in the Association shall not be assignable separate and apart from the fee simple title to a Unit except that an Owner may assign some or all of his rights as an Owner and as a Member of the Association to a tenant or Mortgagee and may arrange for a tenant to perform some or all of such Owner's obligations as provided in this Community Declaration, but no Owner shall be permitted to relieve himself of the responsibility for fulfillment of the obligations of an Owner under this Community Declaration.

### **SECTION 2.3 VOTING RIGHTS OF MEMBERS.**

Each Member shall have the right to cast votes within the Association, with one vote for each Unit owned by such Member. The Members shall elect the Board. The Bylaws of the Association shall provide for the manner, time, place, conduct, and voting procedures for Member meetings for the purpose of transacting business of the Association. Notwithstanding anything to the contrary in this Declaration or the Bylaws, a Member must be in good standing with the Association to be eligible to vote. For purposes of this provision, "good standing" shall mean that the Member has no violation(s) pending on their Unit and is not more than thirty (30) days past due on payment of any Assessment, fines, and any late charges and/or interest on any of the Assessments or fines. All agreements and determinations lawfully made by the Association in accordance with the voting procedures established herein, and in the Bylaws, shall be deemed to be binding on all Members, and their successors and assigns.

## **ARTICLE III: DUTIES AND POWERS OF ASSOCIATION**

### **SECTION 3.1 GENERAL DUTIES AND POWERS OF ASSOCIATION.**

The Association has been formed to further the common interests of the Members. The Association, acting through the Board or Persons to whom the Board has delegated such powers, shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Members, to maintain, improve and enhance Common Areas and to improve and enhance the attractiveness, desirability and safety of the Association Area.

### **SECTION 3.2 DUTY TO ACCEPT PROPERTY AND FACILITIES TRANSFERRED BY DECLARANT.**

The Association shall accept title to any property, including any Improvements thereon and personal property transferred to the Association by Declarant. Any property or interest in property transferred to the Association by Declarant shall, except to the extent otherwise specifically approved by resolution of the Board of Trustees, be transferred to the Association free and clear of all liens and encumbrances (other than the lien of property taxes and assessments not then due and payable).

### **SECTION 3.3 DUTY TO MANAGE AND CARE FOR PROPERTIES; GRANT OF ACCESS AND MAINTENANCE EASEMENT.**

The Association shall manage, operate, care for, maintain and repair all Common Areas and keep the

same in a safe, attractive and desirable condition for the use and enjoyment of the Members. An access and maintenance easement is hereby granted to the Association, its agents or employees, as to each Residential Lot to allow the Association to perform its obligations hereunder. the Association and all taxes and assessments properly imposed against the Association.

#### SECTION 3.4 DUTY TO MAINTAIN CASUALTY & LIABILITY INSURANCE.

The Association shall maintain at least such minimum insurance as is required by the Community Association Act, as such may be amended from time to time. In the event that the Community Association Act is hereafter revoked, or the provisions regarding required insurance no longer become applicable to the Association, then the Association shall be obligated to maintain such casualty and liability insurance as the Board reasonably determines is necessary to reasonably protect the interests of the Association and the Owners from common insurable risks related to liabilities associated with the use, ownership and maintenance of the Common Areas and casualty to property relating to attached Dwellings, Limited Common Areas, and Common Areas. Beginning not later than the day on which the first Unit is conveyed to a person other than Declarant, the Association shall consistently maintain, to the extent reasonably available:

(a) Property Insurance. Property insurance on the physical structure of all attached Dwellings, Limited Common Areas appurtenant to a Dwelling on a Residential Lot, and other Common Areas, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils. Property insurance obtained by the Association shall further be subject to the mandatory provisions of U.C.A. §57-Ba-405, as such may be amended hereafter. Casualty, fire and extended coverage insurance with respect to insurable Improvements shall, to the extent reasonably obtainable, be for the full insurable value based on current replacement cost.

The property insurance shall include, as required by the Community Association Act, coverage for any fixture, improvement, or betterment installed by an Owner to an attached Dwelling or to a Limited Common Area appurtenant to a Dwelling, including a floor covering, cabinet, light fixture, electrical fixture, heating or plumbing fixture, paint, wall covering, window, and any other item permanently part of or affixed to an attached Dwelling or to a Limited Common Area.

As required by the Community Association Act, the Association shall set aside and maintain in the General Reserve Assessment Fund or such other separate fund as the Board may establish an amount equal to the amount of the Association's property insurance policy deductible or \$10,000 whichever is less.

(b) Public Liability Insurance. Public liability insurance, including medical payments insurance covering all occurrences common insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Areas. Liability insurance obtained by the Association shall further be subject to a blanket policy of flood insurance on the Association Area shall be maintained in the amount of the aggregate of not less than the outstanding principal balances of the mortgage loans on all Dwellings or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less.

If the Association becomes aware that the insurance listed in either subsection (a) or (b) above is not reasonably available, the Association shall, within seven (7) calendar days after becoming aware give each Owner written notice that the required insurance is not reasonably available.

The Association shall be authorized to obtain such additional insurance coverage as the law may specifically require from time to time or that the Board may deem necessary or appropriate from time to time, including but not limited to coverage against earth movement (earthquake) pertaining to the Common Areas or the Units. However, in no event shall the Board or the Association be required to obtain any such optional coverage and the failure to obtain such insurance coverage shall not be deemed a breach of any obligation of the Board or Association, nor shall the failure to obtain any other such insurance coverage create liability for the Board or the Association in the event of a loss which would only have been covered by an insurance policy not required to be maintained as provided above.



### SECTION 3.5 GENERAL PROVISIONS RESPECTING ASSOCIATION INSURANCE.

Insurance obtained by the Association may contain such deductible provisions as good business practice may dictate and as allowed by applicable law, but shall generally not exceed \$10,000 per occurrence whenever possible. Insurance obtained by the Association shall, to the extent reasonably possible without undue cost, cover each Member without each Member necessarily being specifically named. Insurance obtained by the Association shall, to the extent reasonably possible and as required by applicable law without undue cost, contain a waiver of rights of subrogation as against the Association, each Member and any Person claiming by, through or under such Member and as against any officer, trustee, agent or employee of any of the foregoing.

Insurance obtained by the Association shall, to the extent reasonably possible, and provided Declarant reimburses the Association for any additional premium payable on account thereof, name Declarant as an additional insured and shall contain a waiver of rights of subrogation as against Declarant.

Insurance policies and insurance coverage shall be reviewed at least annually by the Board to ascertain whether coverage under the policies is sufficient in the light of the current value of the Common Areas and in the light of the possible or potential liabilities of the Association.

### SECTION 3.6 OTHER INSURANCE AND BONDS.

The Association shall obtain such other insurance as may be required by law, including workmen's compensation insurance, and shall have the power to obtain such other insurance and such fidelity, indemnity or other bonds as the Association shall deem necessary or desirable.

### SECTION 3.7 DUTY TO PREPARE BUDGETS.

The Association shall prepare annual Budgets for the Association as elsewhere provided in this Community Declaration.

### SECTION 3.8 DUTY TO LEVY AND COLLECT ASSESSMENTS.

The Association shall levy and collect Assessments as is more specifically provided in other Sections in this Community Declaration.

### SECTION 3.9 DUTY TO PROVIDE AUDIT.

The Association shall provide for an annual independent audit of the accounts of the Association upon a majority vote of the Board. Copies of the report of the audit shall be made available to any Member who requests a copy of the same upon payment by such Member of the reasonable cost of copying the same. Members may request and obtain, at their own cost, an audit of the Association's accounts upon reasonable notice to the Board.

### SECTION 3.10 POWER TO ACQUIRE PROPERTY AND CONSTRUCT IMPROVEMENTS.

The Association may acquire property or interests in property for the common benefit of Owners including Improvements and personal property by a majority vote of the Board. The Association may construct Improvements on property and may demolish existing Improvements. and Regulations. Such Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Community Declaration. In the event of conflict between the Rules and Regulations and the provisions of this Community Declaration, the provisions of this Community Declaration shall prevail.

### SECTION 3.11 POWER TO ENFORCE DECLARATION AND RULES AND REGULATIONS.

The Association shall have the power to enforce the provisions of this Community Declaration and of Rules and Regulations and shall take such action as the Board deems necessary or desirable to cause such compliance by each Member and each Person claiming by, through or under such Member, such as tenants, guests and invitees. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Community Declaration and of Rules and Regulations of the Community by any one or more of the following means:

(a) By entry upon any property within the Association Area without liability to the Owner thereof, for the purpose of enforcement or causing compliance with this Community Declaration or Rules and Regulations;

(b) By commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Community Declaration or the Rules and Regulations, by mandatory injunction or otherwise;

(c) By commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Community Declaration or the Rules and Regulations;

(d) By the exclusion of any Member (their tenants, guests and invitees) from use of any recreational facilities on the Common Areas during and for up to sixty (60) days following a breach or violation by such Member of this Community Declaration or such Rules and Regulations, unless the breach or violation is a continuing breach in which case such exclusion shall continue for so long as such breach or violation continues;

(e) By suspension of the voting rights of a Member during and for up to sixty (60) days following a breach or violation by such Member (their tenants, guests and invitees) of this Community Declaration or the Rules and Regulations, unless the breach or violation is a continuing breach in which case such suspension shall continue for so long as such breach or violation continues; and replace public facilities and to provide public functions.

#### **SECTION 3.12 POWER TO PROVIDE SPECIAL SERVICES FOR MEMBERS.**

The Association shall have the power to provide services to a Member or group of Members. Any service or services to a Member or group of Members shall be provided pursuant to an agreement in writing, or through one or more Supplemental Declarations, which shall provide for payment to the Association by such Member or group of Members of the reasonable estimated costs and expenses of the Association of providing such services, including a fair share of the overhead expenses of the Association and shall contain reasonable provisions assuring that the obligation to pay for such services shall be binding upon any heirs, personal representatives, successors and assigns of the Member or group of Members and that the payment for such services shall be secured by a lien on the property of the Member or group of Members.

#### **SECTION 3.13 POWER TO CHARGE FOR FACILITIES AND SERVICES.**

The Association shall have the power to establish reasonable and uniformly applied charges for the use of facilities and services. The charges may include reasonable admission or other fees for any special or extraordinary use of property or facilities or services of the Association such as special parking privileges, special recreation facilities, conference rooms, instruction, day-care or child-care services or similar uses beyond the ordinary use of Common Areas, facilities and services. Such charges or fees shall be set forth in schedules of charges and fees adopted from time to time by the Board.

#### **SECTION 3.14 POWER TO GRANT EASEMENTS.**

The Association shall have the power to grant access, utility, drainage, water facility and other such easements in, on, over or under Common Areas.

#### **SECTION 3.15 POWER TO CONVEY AND DEDICATE PROPERTY TO GOVERNMENT AGENCIES.**

The Association, with the approval of a majority vote of the Board voting at a meeting duly called, shall have the power to grant, convey, dedicate or transfer any Common Areas or facilities to any public or governmental agency or authority for such purposes and subject to such terms and conditions as the Association shall deem appropriate, subject to the provisions elsewhere contained in this Community Declaration for approval of the same by Government Mortgage Agencies, by Declarant with respect to property transferred to the Association by Declarant.



**SECTION 3.16 POWER TO BORROW MONEY AND MORTGAGE PROPERTY.**

The Association shall have the power to borrow money and, with the approval of two-thirds (2/3) of the votes represented by the Members as described in this Community Declaration and the Bylaws, voting at a meeting duly called, to encumber Common Areas as security for such but may be subject to renewal for succeeding terms of no more than one (1) year each. Notwithstanding any delegation to a Manager of any duties, powers or functions of the Association, the Association and its Board shall remain ultimately responsible for the performance and exercise of such duties, powers and functions. Any agreement or contract with a Manager shall contain any other provisions which are required to be contained therein by any Government Mortgage Agency.

**SECTION 3.17 POWER TO ENGAGE EMPLOYEES, AGENTS AND CONSULTANTS.**

The Association shall have the power to hire and discharge employees and agents and to retain and pay for legal and accounting services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association under this Community Declaration.

**SECTION 3.18 GENERAL CORPORATE POWERS.**

The Association shall have all of the ordinary powers and rights of a Utah corporation formed under the Utah Revised Nonprofit Corporation Act, including without limitation entering into partnership and other agreements, subject only to such limitations upon such powers as may be set forth in this Community Declaration or in the Articles of Incorporation or Bylaws. The Association shall also have the power to do any and all lawful things which may be authorized, required or permitted to be done under this Community Declaration or the Articles of Incorporation and Bylaws and to do and perform any and all acts which may be necessary or desirable for, or incidental to, the exercise of any of the express powers or rights of the Association under this Community Declaration and the Articles of Incorporation and Bylaws.

**ARTICLE IV: COMMON AREAS**

**SECTION 4.1 MEMBER'S RIGHTS OF USE AND ENJOYMENT GENERALLY.**

All Members may generally use and enjoy the Common Areas, subject to the right of the Association to regulate the use thereof, and except as is otherwise expressly provided herein.

**SECTION 4.2 RIGHT OF ASSOCIATION TO REGULATE USE.**

The Association, acting through the Board, shall have the power to regulate use of Common Areas by Members to further and enhance the overall rights of use and enjoyment of all Members, including imposing reasonable limits on the times of use and numbers of guests permitted to use Common Areas.

**SECTION 4.3 LIABILITY OF OWNERS FOR DAMAGE BY MEMBER.**

Each Member shall be liable to the Association for any damage to Common Areas or for any expense or liability incurred by the Association, to the extent not covered by insurance maintained by the Association, which may be sustained by reason of the negligence or willful misconduct of such Member or any Person using the Common Areas through such Member and for any violation by such Member or any such Person of this Community Declaration or any Rule or Regulation adopted by the Association.

The Association shall have the power, as elsewhere provided in this Community Declaration, to levy and collect a Reimbursement Assessment against a Member, after Notice and Hearing, to cover the costs and expenses incurred by the Association on account of any such damage or any such violation of this Community Declaration or of such Rules and Regulations or for any increase in insurance premiums directly attributable to any such damage or any such violation.

**SECTION 4.4 DAMAGE, DESTRUCTION OF REQUIRED IMPROVEMENTS; ASSOCIATION DUTIES.**

In the event of damage to Common Areas by fire or other casualty, or in the event any governmental authority shall require any repair, reconstruction or replacement of any Common Areas, the Association shall have the duty to repair, reconstruct or replace the same.

Any insurance proceeds payable by reason of damage or destruction of Common Areas by fire or other casualty shall be paid to the Association and shall be used, to the extent necessary, to pay the cost of repair, reconstruction or replacement.

If funds from insurance proceeds or from reserves for replacement are insufficient to pay all costs of repair, reconstruction or replacement of Improvements damaged or destroyed, or if the Association is required to make repairs, replacements or Improvements by governmental authorities, the Association may, in order to make up any deficiency in the insurance proceeds or to pay for the required repair, replacement or improvement, levy a Special Assessment in accordance with Article VIII, or if a Member or group of Members is liable for such damage, levy a Reimbursement Assessment against the Member or group of Members responsible therefore, to provide the additional funds necessary as elsewhere provided in this Community Declaration.

Repair, reconstruction or replacement of Common Areas and Dwelling Common Components shall be done under such contracting and bidding procedures as the Association shall determine are appropriate. If insurance proceeds available to the Association on account of damage or destruction exceed the cost of repair, reconstruction and replacement, the Association may use said funds as determined by the Board, as a reserve for future maintenance, repair, reconstruction or replacement of Common Areas or may be used for Improvements or additions to, or operation of, Common Areas.

#### SECTION 4.5 TITLE TO COMMON AREAS ON DISSOLUTION OF ASSOCIATION.

In the event of dissolution of the Association, the Common Areas shall, to the extent reasonably possible, be conveyed or transferred to an appropriate public or governmental agency or agencies or to a nonprofit corporation, association, trust or other organization, to be used, in any such event, for the common benefit of Owners for similar purposes for which the particular Common Area was held by the Association.

To the extent the foregoing is not possible, the Common Areas, subject to the prior written consent of South Weber City, shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed to Members as provided in the Community Association Act, or if no provision for such is made in the Community Association Act, in proportion to the manner in which Common Assessments are calculated.

#### SECTION 4.6 GRANT OF EASEMENTS FOR MINOR ENCROACHMENTS.

An easement is hereby granted to each Owner for any bay or box window constructed on a Dwelling that extends into any of the Common Areas to the extent that such was constructed in the initial construction of the Dwelling by Declarant or to the extent that such a future Improvement encroaching on a Common Area is hereafter approved by all appropriate governmental entities.

### ARTICLE V: DECLARANT'S RIGHTS AND RESERVATIONS

#### SECTION 5.1 PERIOD OF DECLARANT'S RIGHTS AND RESERVATIONS.

Declarant shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Common Areas from the date hereof through the end of the Development Period. The rights and reservations hereinafter set forth shall be deemed accepted and reserved in each conveyance of property by Declarant to the Association whether or not specifically stated therein and in each deed or other instrument by which any property within the Association Area is conveyed by Declarant. The rights, reservations and easements hereinafter set forth shall be prior and superior to any other provisions of this Community Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Community Declaration. Declarant's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment.

#### SECTION 5.2 DECLARANT'S RIGHT TO USE COMMON AREAS AND SERVICES.

Declarant shall have and hereby reserves the right to reasonable use of Common Areas and of services offered by the Association in connection with the promotion and marketing of Units within the



boundaries of the Project Area. Without limiting the generality of the foregoing, Declarant may erect and maintain Improvements on any part of the Common Areas for promotional purposes; and may permit prospective purchasers of Units within the boundaries of the Project Area, who are not Owners or Members of the Association, to use Common Areas at reasonable times and in reasonable numbers; and may refer to the Association and to the Common Areas and services offered by the Association in connection with the development, promotion and marketing of Units within the boundaries of the Project Area.

### SECTION 5.3        DECLARANT'S RIGHTS TO COMPLETE DEVELOPMENT OF PROJECT AREA.

No provision of this Community Declaration shall be construed to prevent or limit Declarant's rights to complete development of property within the boundaries of the Project Area; to construct or alter Improvements on any property owned by Declarant within the Project Area; or to post signs incidental to development, construction, promotion, marketing, sales or leasing of property within the boundaries of the Project Area. Nothing contained in this Community Declaration shall limit the right of Declarant or require Declarant to obtain approvals (a) to excavate, cut, fill or grade any property owned by Declarant or to construct, alter, demolish or replace any Improvements on any property owned by Declarant, or (b) to use any structure on any property owned by Declarant as a construction, model home or real estate sales or leasing office in connection with the sale of any property within the boundaries of the Project Area. Nothing in this Community Declaration shall limit or impair the reserved rights of Declarant as elsewhere provided in this Community Declaration.

### SECTION 5.4        DECLARANT'S APPROVAL OF CONVEYANCES OR CHANGES IN USE OF COMMON AREAS.

During the Development Period, the Association shall not, without first obtaining the prior written consent of Declarant, which consent shall not be unreasonably withheld, convey, change or alter the use of Common Areas, mortgage the Common Areas or use Common Areas other than solely for the benefit of Members.

### SECTION 5.5 DECLARANT'S RIGHTS TO GRANT AND CREATE EASEMENTS.

During the Development Period, Declarant shall have and hereby reserves the right to grant or create temporary or permanent easement, for access, utilities, drainage, water and other purposes incident to development and sale of the Project Area.

### SECTION 5.6 LIMITATIONS IMPOSED BY GOVERNMENT MORTGAGE AGENCIES.

The exercise of the rights of Declarant reserved herein shall be subject to such reasonable requirements and limitations as may be imposed by Government Mortgage Agencies or other governmental authorities having jurisdiction including any requirements for consent or approval by such Government Mortgage Agencies or Governmental authorities.

## ARTICLE VI: ASSESSMENTS, BUDGETS AND FUNDS

### SECTION 6.1        ASSESSMENT FUNDS TO BE ESTABLISHED AND MAINTAINED.

The Community Association shall establish and maintain at least the following separate types of general accounts/funds:

- (a) Common Assessment Fund - consisting of:
  - i. General Operations Assessment Fund; and
  - ii. General Reserve Assessment Fund.
- (b) Capital Replacement Reserve Fund

### SECTION 6.2 ESTABLISHMENT OF OTHER FUNDS.

The Association may establish other funds as determined necessary by the Board. Nothing herein shall limit, preclude or impair the authority of the Association to establish other funds for specified purposes authorized by this Community Declaration or by any Supplemental Declaration, or by applicable law. If the Association establishes any additional funds, the Board shall designate an appropriate title for the fund to distinguish it from other funds maintained by the Association.

### SECTION 6.3 DEPOSIT OF COMMON ASSESSMENTS TO COMMON ASSESSMENT FUNDS.

Monies received by the Association as payment of Common Assessments shall be deposited in the Common Assessment Fund in accordance with the following provisions:

(a) There shall be first deposited to the General Operations Fund the amount which was included in the Association's Budget for the year for general operating costs and expenses of the Association. The Board shall have the authority to make or to authorize an agent to make disbursements of monies in the Common Assessment Fund and other Assessment funds, subject only to the express limitations contained herein.

### SECTION 6.4 FUNDING THE COMMON ASSESSMENT FUNDS.

For each calendar year, the Association shall levy a General Operations Assessment and a General Reserve Assessment against the Units which shall be calculated based upon the Budget prepared and approved by the Board for the applicable calendar year. Each Owner shall be personally obligated to pay the Common Assessment levied against, and allocated to, such Owner's Unit as hereinafter more particularly set forth.

Anything herein to the contrary notwithstanding, and subject to provisions elsewhere contained in this Community Declaration requiring the consent of Declarant or others, this Section 6.4 may only be amended or repealed upon approval of the Members of the Association representing at least SEVENTY FIVE PERCENT (75%) of the total votes of the Association.

Written notice of any change in the amount of any annual Common Assessment amount or other applicable Assessment amount shall be sent to every Owner subject thereto, not less than thirty (30) days prior to the effective date of such change.

### SECTION 6.5 APPORTIONMENT OF COMMON ASSESSMENT FUNDS.

For purposes of the Common Assessment Fund, each Unit shall constitute one (1) unit for assessment purposes regardless of the size, value, location or use of such Unit. The amount of the Common Assessment shall be based upon estimated expenses of the Association (including reserve estimates) divided by the number of Units subject to assessment under this Article VIII.

### SECTION 6.6 PREFERENCE FOR REGULARLY SCHEDULED ASSESSMENTS.

The Board, in budgeting and levying Assessments, shall endeavor, whenever possible, to fund the anticipated expenses of the Association by regularly scheduled payments, included as part of the Common Assessments and Capital Replacement Reserve Assessments, rather than by large Special Assessments. Unless the Board finds and determines that it is not necessary, as to a particular reserve fund in a given year, the Common Assessment Fund shall include a reasonable component for funding of the General Reserve Fund.

### SECTION 6.7 SUPPLEMENTAL COMMON ASSESSMENT.

If the estimated sums collected by the Association from Common Assessments prove inadequate for any reason, including shortfalls from nonpayment by Owners of previously assessed Common Assessments, the Board may, from time to time, levy a Supplemental surplus in any reserve fund.

The Budget may include an amount for contingencies and amounts deemed necessary or desirable for deposits to create, replenish or add to the proper Reserve Fund for major capital repairs, replacements and improvements for Common Areas, and other Improvements maintained by the Association.



The Board shall cause a copy of the Budget to be distributed to each Owner promptly after the Budget is prepared and approved by the Board and shall make a copy of the Budget available for inspection at the principal office of the Association.

In the event the Association does not have an address for any Member, posting of a notice on the Unit shall be deemed delivery of notice to any such Owner.

At such time as the Association publishes a newsletter for Owners, the Budget shall be published in such newsletter or via the Community's website. Copies of the Budget shall be made available by the Association to any Owner requesting a copy of the same upon payment of the reasonable expense of copying the same.

#### SECTION 6.8 COMMENCEMENT OF COMMON ASSESSMENTS.

Subject to the provisions of this Community Declaration, Common Assessments shall commence as to each Unit on the first day following the date of Recordation of the deed conveying a Unit from the Declarant. The Common Assessment for the then current calendar year shall be prorated on the basis of the number of days in such calendar year remaining from the date of commencement of such Unit's Common Assessment to the end of such calendar year.

#### SECTION 6.7 CAPITAL RESERVE ANALYSIS - CAPITAL REPLACEMENT RESERVE FUND.

The following provisions are intended to comply with the requirements of U.C.A. §57-Ba-211 (2012) (the "Association Capital Reserve Statute") which requires the Association to be proactive in determining future capital replacement needs in regards to the Common Areas and establishing a reasonable capital reserve fund to pay for such projected needs. In the event of any subsequent modification to the Association Capital Reserve Statute, the provisions of this Section 8.18 shall be modified so as to comply with any mandatory requirements contained in such modifications.

#### SECTION 6.8 REIMBURSEMENT ASSESSMENTS.

The Board may, subject to the provisions hereof, levy a "Reimbursement Assessment" against any Member if the willful or negligent failure of the Member or a Person claiming through the Member to comply with this Community Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations has resulted in the expenditure of the funds by the Association to cause such compliance. The amount of the Reimbursement Assessment shall be due and payable to the Association within thirty (30) days after notice to the Member of the decision of the Board that the Assessment is owed.

#### SECTION 6.9 LATE CHARGES AND INTEREST.

If any Assessment, or any installment thereof, is not paid within thirty (30) days after it is due, the Association may assess a late fee equal to the 5% of the delinquent amount. In addition, if any Assessment or installment of an Assessment is not paid within thirty (30) days after the date of mailing of the Notice of Default, such delinquent amount shall bear interest from the date of delinquency at the highest rate then established by statute in Utah for interest on damages for personal injury or on judgments in other actions, whichever is higher, but in no event less than EIGHT PERCENT (8%) per annum simple interest.

#### SECTION 6.10 REMEDIES TO ENFORCE ASSESSMENTS.

Each Assessment levied hereunder and each fine validly issued by the Association shall be a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed as well as a lien against the Owner's Unit. In the event of a default in payment of any Assessment or fine or installment thereof, the Board may, in addition to any other remedies provided under this Community Declaration or by law, enforce such obligation on behalf of the Association by suit or by filing for a foreclosure of a lien as provided in the Community Association Act or otherwise provided under applicable law.

In addition to the foregoing remedies and pursuant to §57-Sa-31O of the Community Association Act, in the event that any Unit is leased to a non-Owner occupant, the Association may require a tenant under

such lease to pay all future lease payments due to the Owner to the Association until the amount owing to the Association by the Owner has been paid in full.

#### **SECTION 6.11 LAWSUIT TO ENFORCE ASSESSMENTS.**

The Board may bring a suit at law to enforce any Assessment obligation either directly against the Owner owing such Assessment or may bring a judicial foreclosure to collect the unpaid Assessment as a lien against such Owner's Unit. Any judgment rendered in such action shall include any late charge, interest, and other costs of enforcement, including reasonable attorney fees, against the defaulting Owner.

### **ARTICLE VII: USE AND MAINTENANCE OF THE PROPERTY.**

#### **SECTION 7.1 MAINTENANCE OF PROPERTY.**

No property within the Association Area shall be permitted to fall into disrepair, and all property within the Association Area, including any Improvements and landscaping thereon, shall be kept and maintained in a clean, safe, attractive and aesthetically pleasing condition and in good repair by the owner thereof. Maintenance, repair and upkeep of each Unit shall generally be the responsibility of the Owner of the Unit. Maintenance, repair and upkeep of the Common Areas shall be the responsibility of the Association. Violation of this provision by an Owner shall permit the Association, after Notice and Hearing as provided in the Bylaws, to enter on the Unit of the Owner and cure the violation or cause compliance with this provision and to levy and collect a Reimbursement Assessment for the costs and expenses of the Association in so doing; provided, however, that there shall be no entry into the interior of a Dwelling without the consent of the Owner thereof unless a clear emergency exists.

#### **SECTION 7.2 NO NOXIOUS OR OFFENSIVE ACTIVITY.**

No noxious or offensive activity shall be carried on upon any property within the Association Area nor shall anything be done or placed thereon which is or may become a nuisance or cause an unreasonable embarrassment, disturbance or annoyance to others.

#### **SECTION 7.3 ANNOYING SOUNDS OR ODORS.**

No sound or odor shall be emitted from any property within the Association Area which is noxious or unreasonably offensive to others as determined by the Board. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, other than security devices used exclusively for security purposes, shall be located or used on any property except with the prior written approval of the Board.

#### **SECTION 7.4 NO HAZARDOUS ACTIVITIES.**

No Activity shall be conducted on and no Improvement shall be constructed on any property within the Association Area which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent the dispersal of burning embers.

#### **SECTION 7.5 RESTRICTIONS ON GARBAGE AND TRASH.**

No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind shall be kept, stored or allowed to accumulate on any Residential Lot. The Association shall provide dumpsters or other trash disposal containers for the collection and disposal of residential trash. No Owner shall be allowed to place any construction materials or debris in any dumpster or trash disposal container provided by the Association and shall arrange for private disposal of the same at such Owner's expense.

#### **SECTION 7.6 No TEMPORARY STRUCTURES.**

No tent, shack, temporary structure or temporary building shall be placed upon any property within the Association Area except with the prior written consent of the Board obtained in each instance.

#### **SECTION 7.7 RESTRICTION OF ANTENNAE, PIPES AND UTILITY LINES.**



Pipes for water, gas, sewer, drainage or other purposes and wires, poles, antennae and other facilities for the transmission or reception of audio or visual signals or electricity, and utility meters or other utility facilities shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure. No exterior radio antenna, television antenna, or other antennae of any type shall be erected or maintained in the Association Area. With the approval of the Board, a master antenna or cable television antenna or antennae may, but need not, be provided for use of all Owners or a group of Owners, and Declarant may grant easements for such purposes subject to the provisions of Article IX of this Community Declaration.

#### SECTION 7.8 RESTRICTIONS ON SIGNS AND ADVERTISING DEVICES.

No sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the Association Area so as to be evident to public view except signs as may be approved in writing by the Board. A sign advertising a Unit for sale or for lease may be placed on such Unit; provided, however, that standards relating to dimensions, color, style and location of such sign may be determined from time to time by the Board.

#### SECTION 7.9 MAINTENANCE OF DRAINAGE.

There shall be no interference with the established drainage pattern over any property within the Association Area except as approved in writing by the Board and all applicable governmental entities. Approval shall not be granted unless provision is made for adequate alternate drainage.

#### SECTION 7.10 EXTERNAL APPARATUS.

No Lot Owner shall cause or permit anything (including, without limitation, awnings, canopies or shutters) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the outside of windows or doors, without the prior written consent of the Board.

#### SECTION 7.11 EXTERIOR ANTENNAS.

No exterior radio, satellite dish or other antennas may be placed on the exterior of any building, except as may be permitted by the Board.

### ARTICLE 8: MISCELLANEOUS.

#### SECTION 8.1 VIOLATIONS OF LAW.

Any violation of any federal, state, municipal or local law, ordinance, rule or regulation, pertaining to the ownership, occupation or use of any property within the Association Area is hereby declared to be a violation of this Community Declaration and shall be subject to any and all of the enforcement procedures set forth in this Community Declaration.

#### SECTION 8.2 REMEDIES CUMULATIVE.

Each Remedy provided under this Community Declaration is cumulative and not exclusive.

#### SECTION 8.3 COSTS AND ATTORNEYS' FEES.

In any action or proceeding under this Community Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith including reasonable attorney's fees.

#### SECTION 8.4 LIMITATION OF LIABILITY.

The Association, the Board, Declarant, and any member, agent or employee of any of the same shall not be liable to any Person for any action or for any failure to act if the action or failure to act was in good faith and without malice.

#### SECTION 8.5 GOVERNING LAW.

This Community Declaration shall be construed and governed under the laws of the State of Utah.

**SECTION 8.6 SEVERABILITY.**

Each of the provisions of this Community Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial enforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

**SECTION 8.7 NUMBER AND GENDER.**

Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

**SECTION 8.8 CAPTIONS FOR CONVENIENCE.**

Titles, headings and captions used in this Community Declaration are intended solely for convenience of reference and shall not be construed as affecting any of the provisions of this Community Declaration.

**SECTION 8.9 MERGERS OR CONSOLIDATIONS.**

Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association, as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by this Community Declaration governing the Property, together with the covenants and restrictions established upon any other property, as one plan.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020

South Weber Townhomes, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public & Seal