

SOUTH WEBER PLANNING COMMISSION AGENDA

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PUBLIC NOTICE is hereby given that the Planning Commission of SOUTH WEBER CITY, Utah, will meet in a regular public meeting on Thursday May 11, 2023, in the Council Chambers, 1600 E. South Weber Dr., commencing at 6:00 p.m.

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

1. Pledge of Allegiance: Commissioner Losee
2. Public Comment: Please respectfully follow the guidelines below: Comments will also be accepted at publiccomment@southwebercity.com to be included with the meeting minutes.
 - a. Individuals may speak once for 3 minutes or less.
 - b. State your name and address.
 - c. Direct your comments to the entire Commission.
 - d. Note: Planning Commission will not respond during the public comment period
3. Approval of Consent Agenda
 - a. PC2023-03-09 Minutes
4. **Public Hearing & Action on: Preliminary/Final Plan & Rezone (from R-L to R-M), for Peak View Subdivision (2 Lot Residential Subdivision) approximately .79 gross acre located at 1885 E 7600 S for applicant: Lincoln & Debbie Dygert**
5. **Public Hearing and Action on: Preliminary Plan & Rezone (from A & R-M to R-M), for Kastle Cove Phase 1 (11 Lot Residential Subdivision) approximately 5,461 gross acres located at approximately 1050 E Lester Drive for applicant: Layne Kap**
6. **Public Hearing and Action on Preliminary Plan for Kastle Cove Phase 2 (13 Lot Residential Subdivision) approximately 8,852 acres located at approximately 7550 S 1160 E for applicant: Layne Kap**
7. **Action on Final Plat (35 lot Townhouse Plat) for Deer Run Townhomes Parcel# 13-364-0001 2.914 acres located at 7897 S 2700 E by applicant: Joseph Cook of Deer Run Investments LLC.**
8. Planning Commission Comments (Boatright, Davis, Losee, McFadden, Skola)
9. Adjourn

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

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

DATE: April 30, 2023

BUILDING MANAGER: Kimberli Guill

SOUTH WEBER CITY PLANNING COMMISSION MEETING

DATE OF MEETING: 9 March 2023

TIME COMMENCED: 6:00 p.m.

LOCATION: South Weber City Office @ 1600 East South Weber Drive, So. Weber, UT

PRESENT:

COMMISSIONERS:

**Gary Boatright
Jeremy Davis
Julie Losee
Marty McFadden
Chad Skola**

COMMUNITY SERVICE DIRECTOR: Trevor Cahoon

CITY ENGINEER: Brandon Jones

DEVELOPMENT COORDINATOR: Kimberli Guill

Minutes: Michelle Clark

ATTENDEES: Paul Sturm, Henry DeVarona, Jeff Clouse, Leland Martineau, and Michael Grant.

Commissioner Davis called the meeting to order and welcomed those in attendance.

1. Pledge of Allegiance: Commissioner Losee

2. Public Comment: Please respectfully follow these guidelines.

- Individuals may speak once for 3 minutes or less: Do not remark from the audience. State your name & city and direct comments to the entire Commission (Commission will not respond).

Paul Sturm of South Weber City directed his comments to agenda item #4 Preliminary Plan (35 lot Townhouse Plat), Rezone (from C-O to R-7), & Development Agreement (moved from 2/9/2023) for Deer Run Townhomes Parcel# 13-364-0001 2.914 acres located at 7897 S 2700 E by applicant: Joseph Cook of Deer Run Investments. He questioned if the acreage of the project is 2.914 or 3.175 acres. He expressed concern with items that are not included on the original draft and the fact that they do not appear to be following the South Weber City Design Standards. He queried how a 22' wide garage can be placed on a 23' lot. He opined there are incomplete items from the engineering review and questioned how South Weber City can take action on a preliminary plan when there is no current zone that would permit 35 townhomes on

2.914 acres. He explained his concerns with the project preliminary design concerning the Deer Hill Drive roadway between phases 1 and 2. He conveyed the road appears to be steep with a rise of approximately 20-25 ft. over a run of 133 ft., which may affect the egress up the road after a snowstorm. He noted at the top of the road is a pedestrian travelled sidewalk in which he recommended a 25 ft. flat pad be installed prior to the sidewalk for both site distance issues and the ability to stop prior to the sidewalk in inclement weather. He expressed this development is one of the first things anyone will see from US 89 and encouraged the developer to maintain the subdued earth tones to match the “country feel” the city has desired to maintain.

Michael Grant of South Weber City acknowledged agenda item #4 parcel #13-364-001 2.914 acres is proposed to be rezoned from C-O to R-7. He calculated the number of units per acre and queried how it is possible to have 35 units with this rezone.

3. Approval of Consent Agenda

- 26 January 2023 Minutes
- 9 February 2023 Minutes

Commissioner Skola moved to approve the consent agenda as amended. Commissioner McFadden seconded the motion. A roll call vote was taken. Commissioners Davis, Losee, McFadden, and Skola voted aye. Commissioner Boatright abstained as he was excused from the meeting. The motion carried.

4. Action on: Preliminary Plan (35 lot Townhouse Plat), Rezone (from C-O to R-7), & Development Agreement (moved from 2/9/2023) for Deer Run Townhomes Parcel# 13-364-0001 2.914 acres located at 7897 S 2700 E by applicant: Joseph Cook of Deer Run

Investments: Community Services Director Trevor Cahoon announced the developer submitted a notice which was forwarded to all Planning Commissioners and the City Attorney concerning Utah State code 10-9A-509. He explained the applicant feels they represented full application and are requesting a decision by the Planning Commission on the preliminary plan and the development agreement at tonight’s meeting in which the city has 45 days to comply with their request. Because of the provision in the Utah State Code the city is required to make decisions on those items tonight. As a result, this agenda item will not be able to be continued.

Mr. Cahoon reviewed questions he has received concerning the project. He noted there are a few different items on the total site with the initial application being 3.175 acres, which was taken from the Davis County plat map. The city required the developer to obtain a survey of the property. The plat itself has a measurement of 3.155 acres, which is the number the city is going with. He noted there are often discrepancies between the county and the survey and explained the 2.914 acres is just the site and excludes the storm water basin.

Mr. Cahoon announced City Attorney Jayme Blakesley recommended the Planning Commission consider each item on agenda individually. He suggested beginning with the development agreement which is a legislative document for the City Council to consider. He added the Planning Commission has the prerogative in using their discretion and recommendation on this legislative item. A development agreement is a site-specific zoning document, while the R-7 Zone allows for up to 7 units per acre, the site-specific zoning code (development agreement) will allow for 35 units on the same acreage. Mr. Cahoon reminded the Planning Commission

they can make whatever recommendations to the development agreement. For example, amend it, leave the development agreement as is, or deny it, but it will still go to the City Council.

Mr. Cahoon explained City Attorney Jayme Blakesley recommended the Planning Commission consider the preliminary plan as if the development agreement was going to be approved by the City Council and whether that plan fits within the proposed development agreement. He reminded the Planning Commission that the city code allows them to make recommendations with conditions.

Mr. Cahoon reported city staff has reviewed the development submitted and found it to be a complete packet; however, there are some outstanding items that need to be corrected as noted in the city staff's memos. There are some plan approval letters needed from certain authorities, but they can be listed as a condition for approval. He acknowledged the city received an updated landscape plan today. He added the developer is still required to submit a final plat recommendation.

Joseph Cook and Jeff Clouse approached the Planning Commission. Mr. Cook noted the project amendments including width of the roads, parking spaces above city code, sidewalk locations, etc. He admitted the only item that has been difficult to abide by is the length of the driveway.

Commissioner Boatright queried why the developer changed from the original project when the developer had approval. Mr. Cook opined this project will be better for the city and developer considering the housing market. Commissioner Davis questioned the size of the garages for phase 4 and phase 5. Mr. Clouse explained the City Council is concerned with the Type A units because they don't have a driveway, and they suggested making the garage wider for those units. Commissioner Davis favored 22 ft. wide garage because it is difficult to park two vehicles in anything less than 22 ft.

Mr. Cahoon identified an amendment to the development agreement needs to address the minimum lot width of 23 ft. Commissioner Davis discussed the percentage of rental units and recommended adding language into the Covenants, Conditions, and Restrictions (CC&R's) provisions to limit the number of rental (regardless of length of term) units allowed to be no more than 50% rental units during construction and when the project is turned over to the Homeowners Association it will go to no more than 25% rental units. Commissioner Davis suggested a different color for the units. Mr. Clouse expressed the colors will be addressed at the architectural review. City Engineer Brandon Jones pointed out all the units scale 22 ft. Commissioner Davis preferred a 22 ft. wide garage.

Commissioner Losee doesn't agree with the 50% rental units during construction, but understands it needs to be flexible. She stated the draft identifies the extenuating circumstances for rental units and she would like it to be clearly defined because the conversation was specifically related to military assignments and ecclesiastical service. Mr. Cahoon explained the draft includes the reference to the city's internal accessory dwelling unit code that referenced the provisions for primary resident. Commissioner Losee said the two buildings with five units need to go to four units as per city code. She doesn't favor the 10 ft. setback for units on 2700 East

because this is a heavily travelled road. She did notice there is no landing zone, which was a request from the last meeting. She doesn't have a problem with the rezone request.

Project engineer Leland Martineau reviewed the site plan sight zone triangles. He noted the two different entrances into the project with plans to install two stop signs. He explained based upon the grading plan, the entrance on the lower side is approximately 5% and the other is approximately 6%, which is 20 to 1 and is less than ADA specifications.

Mr. Cook addressed a greater setback of 10 ft. is not acceptable for the developer and if that is stipulation, then they will go back to the previous project. He expressed Commissioner Losee's suggestion to reduce the five-unit buildings to four units doesn't work for them either.

Commissioner Losee further explained her concerns with safety for pedestrians with the site distance that five units create verses four units. Mr. Jones pointed out the project meets the standards, and the developer is following the standard.

Commissioner Losee identified the date on the development agreement needs to be updated from 2021 to 2023. Commissioner McFadden asked for clarity on the lot width. Mr. Jones replied the site plan shows the garage width at 22 ft., but the floor plan shows different widths. Mr. Cahoon explained the developer requested the width of the garage for the Type B building at 20 ft. The 23 ft. is the lot width. Mr. Martineau stated the lot width is 23 ft.

Further discussion took place regarding the percentage of rental units during construction. Mr. Jones suggested the Planning Commission make sure the assigned time frame is specific. Commissioner Davis added it should be included in the CC&Rs for the subdivision. It was decided 50% rentals during construction and 25% rental at project completion.

Trevor Cahoon's memo for Deer Run Townhomes Preliminary is as follows:**ITEMS FOR PLANNING COMMISSION REVIEW:**

- **Preliminary Plat.** Preliminary Plat Items to Consider:
 - Legal Description: This has been supplied.
 - Subdivision Name: The Subdivision name appears on the plat and is consistent with the application that has been submitted.
 - Lot Sizes and Orientation: Complete. This is a townhome plat with zero lot lines. The development agreement allows for this configuration.
 - Parcel Numbers or Lot Numbers of Surrounding Properties: When recording the plat, it is necessary to indicate the parcel identification numbers or the lot number for adjoining subdivisions. This plat will need this updated information for the final plat.
 - Right-of-Way (ROW) Dedication: The ROW has been indicated on the drawings. This development is utilizing Private ROWs.
 - Utility Easements: The General Utility Easement required for property has been indicated on the plat.
 - Signature Boxes: Signature Boxes will be required for the Final Plat.

- **Site Plan:** The multi-family use requires the submission of a site plan to the Planning Commission for approval.
- **Architectural Review:** The project requires an architectural site plan review.
- **Improvement Plans:** Developer has submitted improvement plans to be included in the submission. Staff is comfortable with the approval of these plans on the condition that the proposed fencing between the detention basin and the canal be corrected or clarified. No approval letter from WBWCD was provided. Also, although there are no changes proposed for the utilities crossing the DWCCC ROW, the previously approved plans proposed grading of materials inside the ROW and retaining walls along the ROW line, while the revised plans do not appear to include any grading or retaining walls. While these changes may be acceptable to DWCCC, an approval letter documenting such approval is still needed. Conditional approval may be granted but must include this requirement.
- **Development Agreement:** Deer Run Investments has an approved Development Agreement and project located at approximately 7870 S 2700 E. This project is currently in the Commercial-Overlay Zone and has an entitled use commonly referred to as “The Lofts”.

The developer has since reached out to the city and requested to submit a new project. In a meeting with the City Council, they presented an alternative site plan and asked if they can begin the process of a development agreement. The City Council Directed the Mayor to convene a development agreement committee and begin the process of negotiations.

The developer submitted a draft development agreement to the city. The committee met and reviewed the recommendations and sent their revisions to the developer. Through the conversations, the main concerns that were expressed by the Committee were the look and feel of the units and the spacing of the buildings.

The City Council has reviewed the draft agreement and has indicated that they are comfortable with the proposal moving forward but limited the requested density to no more than 35 units. The developer has come back with a proposal that meets the density criteria. The developer and The Planning Commission has submitted some revisions on the drafted development agreement, and they will review both the revised copy and the original draft to make a determination. Some items that were not on the original draft include:

- Addition of minimum lot width for the development of 23 feet
- Exclusion of Certain Units from having a 22'x22' garage.
- Specifying in writing the need to provide rock, stone, or masonry wainscoting on all sides of the structure.
- Addition of language in the rental provision to allow for rental units if the majority of the project is under ownership of the developer or provisions for those in extenuating circumstances.
- Clarifying the timeline for the development agreement stating that if work has not commenced in the time frame on the vertical construction of the project in the 5 years, then it shall be void.
- **Landscape Plan:** A landscape plan was submitted. Overall, the plan is complete, however there are some minor revisions that are needed. The Planning Commission can choose to move forward with a conditional approval with the following provisions.

- Trees are being shown in the park strip along 2700 East. This was originally a requirement of the C-O Zone. However, most of the trees are in the sight triangles of the driveway access points and will therefore be an obstruction for drivers to be able to see oncoming vehicles. Any trees or other vegetation inside the sight triangles should be removed (this includes sight triangles at the intersection of Deer Run Drive and 2700 East). Landscaping still needs to be provided in the park strip (including along Deer Run Drive).
- Include an irrigation plan for the detention basin.
- Update the landscape plan to include the section that is labeled as “Road Dedication”. Currently, there is no landscape proposed, however, even though that portion has been dedicated to the city as part of the ROW it would still need to be landscaped with the remainder of the site. Staff would also recommend putting into the Development Agreement the provision that the HOA will continue to maintain this area as part of the overall landscaping.

This is a new project. Therefore, any previous approvals do not have bearing on this project.

APPROVALS PREVIOUSLY GRANTED BY PLANNING COMMISSION

N/A

RECOMMENDATIONS PREVIOUSLY GRANTED BY PLANNING COMMISSION

N/A

STAFF REVIEW SUMMARY

City Staff has done a review of and have reviewed the following items:

Planning Review:

PL-1: ZONING

The current zoning for this project is Commercial Overlay (C-O). The development agreement illustrates the need for the Applicant to rezone the property to Residential Multi-Family Seven (R-7). They have submitted an application for this rezone in conjunction with the project.

Because the City has initiated the process to remove the R-7 zone and install a new zoning code, City staff advised the applicant to proceed with the R-7 zoning until a comparable zone is on the books. At which point the development agreement can be amended prior to approval and the rezone request can be amended as well if the zoning code changes.

PL-2: PROJECT SIZE

The project is approximately 3.175 acres. A portion of the project is located to the north of the canal. This area will be used for a storm water basin.

PL-3: LOT AREAS

In the development agreement we do not have a minimum lot size.

PL-4: LOT WIDTH

Minimum widths on the new R5 code have the minimum townhome width set at 24 feet. This will need to be updated in the Development Agreement to include a minimum lot width section to accommodate the 23-foot width. This has been added to the development agreement draft.

PL-5: SETBACKS

Setbacks are delimited through the Development Agreement as follows:

- a. 10 feet minimum from any public street.
- b. 10 feet front setback from any private street.
- c. 10 feet side setback from any private street
- d. 10 feet minimum from any property line; and
- e. 10 feet minimum from any other non-attached structure.

PL-6: ACCESS

There are no concerns from City Staff about the access points of this development. A full civil set is not required at this stage of development. The developer has provided sight triangle diagrams for the access points.

PL-7: ROADS

The developer will be constructing a private ROW loop. The specifications utilized in the design meet the City Standards. The development utilizes shared private driveways. This will not be considered a roadway for the project but will be constructed with concrete. From the Development Agreement:

- Developer shall be entitled to use Private Roadway Street Section B with only one (1)-6' wide sidewalk adjacent to the right of way, so long as a second sidewalk services the front facade of the residences and connects to a public right of way without having to cross a road. Private alleyways/driveways shall be 32' wide from building to building. All guest parking must have adjacent connections to the pedestrian rights of way through means of pedestrian walking path or sidewalk.

PL-8: LANDSCAPING

The developer has submitted a landscape plan. At least 15% of the total site shall be thoroughly landscaped and meet the requirements of Title 10 Chapter 15 of South Weber City Code. The plan is sufficient for the code. More detail is needed for the irrigation plan of the storm water basin. There are trees that are put in the park strip. Some changes need to happen to ensure sight triangles are maintained.

PL-9: ARCHITECTURAL REVIEW

The developer has submitted renderings for a similar project they have completed in North Salt Lake for review.

PL-10: FENCING

A six (6) foot tall solid vinyl, masonry, or equivalent fence shall be required between the development and all lower density residential zones and along the Davis Weber Canal. Fencing shall be rated to withstand the proper wind load dictated in South Weber City Standards.

PL-11: SITE PLAN

The developer has included 26 separate and distinct parking spaces for guest parking. This is more than adequate for the development. Each phase also has enough guest parking to cover each phase through development.

PL-12: OPEN SPACE

From the Development Agreement: Open space shall be accessible to the residents of the Development and configured in a manner to promote outdoor leisure. The development requires 19,000 square feet of open space. The total open space that is within the main project area is sufficient for the development.

PL-13: DESIGN STANDARDS

The development agreement has various design criteria that are listed for the development. The developer has supplied renderings as mentioned previously. The standards reflected in the document are:

- a. Exterior Finishes. All structures within the development shall use durable materials on exterior finishes, including brick, stone, Hardie board, architectural metal, or engineered wood on all four (4) of the building's facades. Aluminum or vinyl siding shall not be used as an exterior finish. Exterior finishes shall be substantially similar to Exhibit C.
- b. Architectural Variation. The structures within the development shall provide variable articulation in their design. Articulation shall be required on each side of the structures.
- c. Garage Dimensions. Individual garages shall be constructed to reasonably accommodate two standard vehicles, measured no less than 22 feet in width and length. The developer shall be required to utilize 18-foot garage doors.
- d. Driveways. In areas of the development that use single driveways to access one unit, driveways shall be no less than 20 feet in length to the back of the sidewalk.
- e. Roof Style. Roof design shall not include the use of flat roofs.

EN-1: GENERAL

- There is no additional will serve letters needed for the project.
- Letters or communication have been received from South Weber Water Improvement District, Davis and Weber Counties Canal Company acknowledging the development changes, a plan approval letter is still needed for DWCCC as well as a plan approval letter from Weber Basin Water Conservancy District.
- The developer has received addendums for their Traffic and Geotechnical Studies required for the development.

EN-2: PLAT

- Items received comply with the requirements for a preliminary plat.

EN-3: SITE & IMPROVEMENT PLANS

- The proposed fencing between the detention basin and the canal does not follow the property/ROW line. This puts property owned by the developer on the inside of the fence. This seems unnecessary and causes concern for maintenance of the property on the inside of the fence. The developer either needs to put the fence along the property line or provide an explanation as to why the fencing needs to be in the proposed location.

EN-4: LANDSCAPE PLANTS

- Trees in Park strip / Sight Triangles. Trees are being shown in the park strip along 2700 East. This was originally a requirement of the C-O Zone. However, most of the trees are in the sight triangles of the driveway access points and will therefore be an obstruction for drivers to be able to see oncoming vehicles. Any trees or other vegetation inside the sight triangles should be removed (this includes sight triangles at the intersection of Deer Run Drive and 2700 East). Landscaping still needs to be provided in the park strip (including along Deer Run Drive).
- Irrigation Plans. No irrigation plan was provided for the detention basin area.
- Dedication Area. The area labeled as “Road Dedication” does not show any landscaping. This area is still part of the project and needs to be landscaped.

Brandon Jones, City Engineer’s memo of 2 March 2023 is as follows:

M E M O R A N D U M

TO: Joseph Cook & Henry DeVarona (Sunset Builders) – Developer
Leland Martineau (Entellus) – Developer’s Engineer

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

CC: Trevor Cahoon – South Weber Community Services Director
Kim Guill – South Weber Development Coordinator

RE: **DEER RUN TOWNHOMES**
Engineering Review #1
[Engineering Review #2](#)

Date: January 25, 2023
[March 2, 2023](#)

--- RESUBMITTAL REQUIRED ---

Our office has completed a review of the preliminary submittal received on January 18, 2023, for the Deer Run Townhomes Development, located on the same property of the former Lofts at Deer Run Development. [Subsequent plans were submitted to the City on February 23, 2023.](#) We offer the following comments:

GENERAL

E1. Will Serve Letters.

A. No additional “will serve” documentation is needed.

E2. **Plan Review Approval Letters.** Even though there is a current development plan approved for the property, final plans for this new concept and layout must be sent to and an approval letter received from the following entities: WBWCD, SWWID, and DWCCC.

[-We acknowledge receipt of an email from SWWID indicating that they will provide an addendum letter following their next Board meeting indicating that they are aware of the revised development, but since there are no proposed changes to their facilities that](#)

the previous approval still applies.

-We also acknowledge receipt of a letter from Leland K. Martineau, P.E. (Development Engineer) certifying that there are no changes to anything within the DWCCC Right-of-Way between the previously approved plans and the current revised plans.

NOT COMPLETE – No approval letter from WBWCD was provided. Also, although there are no changes proposed for the utilities crossing the DWCCC ROW, the previously approved plans proposed grading of materials inside the ROW and retaining walls along the ROW line, while the revised plans do not appear to include any grading or retaining walls. While these changes may be acceptable to DWCCC, an approval letter documenting such approval is still needed.

E3. Updated Studies. Even though there is a current development plan approved for the property, plans for this new concept and layout need to be sent to A-Trans and CMT. They do not need to provide new reports, but they do need to provide an official addendum or update to their original studies that address any changes relative to the change in layout and use.

COMPLETE – A Land Use Change Review Addendum, dated January 16, 2023, was provided by A-Trans related to potential traffic impact. Due to the reduction in units, the proposed daily trips are about 60% less than the previously approved plans, and 3 access points were reduced to 2. Therefore, the previous traffic impact study is still applicable.

-Also, Addendum Letter No. 3, dated January 23, 2023, was provided by CMT related to geotechnical considerations. This addendum indicates that the previous “...recommendations remain applicable for the updated, proposed use and additional geotechnical study is not required at this time.”

E4. Private Utilities. The on-site water, sewer, and storm drain system facilities will be privately owned. An Ownership and Maintenance Agreement will be required to clearly establish ownership and address long-term maintenance. We will provide a draft for review.

COMPLETE FOR PRELIMINARY – This will be part of Final Approval.

PLAT

E5. Phasing. The proposed phasing seems counterintuitive as Phase 1 requires a lot of out-of-phase utility installation through later phases. We just want to be sure that the developer is aware that each phase will have to be self-sufficient.

COMPLETE

E6. Road Dedication. There is a space piece of ground on the northwest corner of the Deer Run Dr / 2700 East intersection that is shown as being dedicated to the road. We need some explanation as to why this is being proposed.

COMPLETE

E7. Missing parcel. The open space parcel (Parcel A) appears to have an additional parcel immediately adjacent to the south that is not included. This should be included.

COMPLETE FOR PRELIMINARY – The use, fencing, and maintenance of the property between the existing fence along the Canal and the property/ROW line will need to be addressed and agreed to between the Developer and DWCCC prior to Final Approval. This is not a plat item. It is related to Item E2 above.

E8. Property/Ownership Table. The preliminary plat needs to be updated to show the proposed ownership of the property correctly. For example, the private road is being shown as open space, but should be shown as Limited Common. Please review all areas

and update accordingly.

COMPLETE

E9. Addresses. Addresses for the lots will be provided by our office with the next review.

COMPLETE – Provided addresses to Developer.

IMPROVEMENT PLANS

E10. Usable Open Space. The usable open space figure shows a portion of the dog park on property that is not shown as being owned by the developer. This is likely tied to the same issue mentioned above in E7.

NOT COMPLETE – The dog park has been removed. However, the proposed fencing between the detention basin and the canal does not follow the property/ROW line. This puts property owned by the developer on the inside of the fence. This seems unnecessary and causes concern for maintenance of the property on the inside of the fence. Please put the fence along the property line or provide an explanation as to why the fencing needs to be in the proposed location.

LANDSCAPE PLANS

E11. Trees in Parkstrip / Sight Triangles. Trees are being shown in the park strip along 2700 East. This was originally a requirement of the C-O Zone. However, most of the trees are in the sight triangles of the driveway access points and will therefore be an obstruction for drivers to be able to see oncoming vehicles. Any trees or other vegetation inside the sight triangles should be removed (this includes sight triangles at the intersection of Deer Run Drive and 2700 East). Landscaping still needs to be provided in the park strip (Including along Deer Run Drive).

E12. Irrigation Plans. No irrigation plan was provided for the detention basin area.

E13. Dedication Area. The area labeled as “Road Dedication” does not show any landscaping. This area is still part of the project and needs to be landscaped.

Commissioner McFadden moved to recommend to the City Council the approval of the Development Agreement for Deer Run Townhomes Parcel# 13-364-0001 2.914 acres located at 7897 S 2700 E by applicant: Joseph Cook of Deer Run Investments subject to the following:

- 1. Approval of 23 ft. lot width.**
- 2. Minimum garage width of 22 ft.**
- 3. Add language in CC&Rs for rental units to include 50% during construction and drop to 25% within a year of the final certificate of occupancy is issued.**
- 4. ~~Earth tone design standards~~**

Further discussion took place regarding the earth tone design standards. **Commissioner Boatright moved to amend the motion to delete item #4. Commissioner McFadden agreed.**

Commissioner Skola seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, McFadden, and Skola voted aye. Commissioner Lossee voted nay. The motion carried 4 to 1.

Commissioner Davis moved to approve the Preliminary Plan (35 lot Townhouse Plat) for Deer Run Townhomes Parcel# 13-364-0001 2.914 acres located at 7897 S 2700 E by applicant: Joseph Cook of Deer Run Investments subject to the following:

1. The Development Agreement to be approved by the City Council.
2. Items listed in the Community Services Director Trevor Cahoon's memo (See above).
3. Items listed in City Engineer Brandon Jones memo of 2 March 2023 (See above).

Commissioner Boatright seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, McFadden, and Skola voted aye. Commissioner Losee voted nay. The motion carried 4 to 1.

Commissioner Boatright moved to recommend approval of the rezone from C-O to R-7 for Deer Run Townhomes Parcel# 13-364-0001 2.914 acres located at 7897 S 2700 E by applicant: Joseph Cook of Deer Run Investments. Commissioner McFadden seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, Losee, McFadden, and Skola voted aye. The motion carried.

5. Planning Commissioner Comments:

Commissioner Boatright: thanked the Public Works Department for the recent snow removal this year.

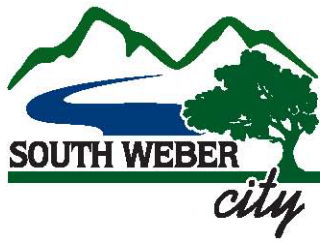
ADJOURN: Commissioner Losee moved to adjourn the Planning Commission meeting at 7:22 p.m. Commissioner McFadden seconded the motion. A roll call vote was taken. Commissioners Boatright, Davis, Losee, McFadden, and Skola voted aye. The motion carried.

APPROVED: _____ **Date** _____

Chairperson: Jeremy Davis

Transcriber: Michelle Clark

Attest: _____ **Development Coordinator: Kimberli Guill**



PLANNING MEMORANDUM

4 Peak View Prelim/Final

1600 E. South Weber Drive
South Weber, UT 84405

www.southwebercity.com

801-479-3177
FAX 801-479-0066

To: Planning Commission
From: Trevor Cahoon, Community Services Director; Brandon Jones, City Engineer
Re: Peak View Subdivision Preliminary / Final Review

Project Information	
Project Name	Peak View Subdivision
Site Location	1885 E 7600 S
Tax ID Number	130300001
Applicant	Lincoln Dygert & Debbie Dygert
Owner	Lincoln Dygert & Debbie Dygert
Proposed Actions	Preliminary Plan/Final Subdivision Plat, Rezone to R-M
Current Zoning	R-L
General Plan Land Use Classification	R-M
Zoning Requested	R-M
Gross Site	Approx .79 Acres
Units per Acre	2.53

ACTION

Administrative Action/Legislative Action: Preliminary/Final Plan for a 2 lot subdivision and rezone request to change the zone from Residential Low to Residential Moderate.

ITEMS FOR PLANNING COMMISSION REVIEW

- **Final Plat.** Because the Developer is requesting a single lot subdivision, they have chosen to move forward with their subdivision as a Preliminary/Final submission. Final Plat Items to Consider:
 - *Legal Description:* This has been supplied
 - *Lot Sizes and Orientation:* Lot sizes are consistent with the R-M zoning designation.
 - *Parcel Numbers or Lot Numbers of Surrounding Properties:* When recording the plat it is necessary to indicate the parcel identification numbers or the lot number for adjoining subdivisions. This plat has that necessary information.
 - *Right-of-Way (ROW) Dedication:* The ROW has been indicated on the drawings for dedication to the City and the widths comply with the City Standards.
 - *Utility Easements:* The General Utility Easement required for each property has been indicated on the plat. Developer has supplied the necessary easement.
 - *Signature Boxes:* All signature boxes are supplied.
- **Improvement Plans:** Developer has submitted improvement plans and they have been approved by the City Engineer.
- **Rezone Application:** Rezone has been submitted and requested zone matches General Plan.

APPROVALS PREVIOUSLY GRANTED BY PLANNING COMMISSION

N/A

RECOMMENDATIONS PREVIOUSLY GRANTED BY PLANNING COMMISSION

N/A

ITEMS NOT UNDER CONSIDERATION BY THE PLANNING COMMISSION

N/A

STAFF REVIEW SUMMARY

City Staff has done a review of the development and have reviewed the following items:

Planning Review:

PL-1: Zoning

The current zoning for this project is R-L the request to rezone to R-M is consistent with the General Plan. This rezone is necessary to provide adequate density for a 2 lot subdivision.

PL-2: Project Size

The Project totals .79 acres of land.

PL-3: Lot Area

The minimum lot area for the R-M zone is 9000 sq ft and this project exceeds that.

PL-4: Lot Width

The lot widths all conform to the minimum lot width requirements of the code.

PL-5: Setbacks

Setback needs to be 30' from the front and 20' from the side along 1900 E and 10' on the other side setbacks with a 15' rear setback. These are indicated on the drawings and comply.

PL-6: Access

A traffic study was not required for this project and all access points comply with the requirements of the code.

PL-7: Right-of-way

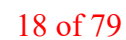
Developer will need to dedicate a portion of the property to the Public Right-of-way and this has been indicated on the drawings. Developer will install sidewalk to match existing walkways.

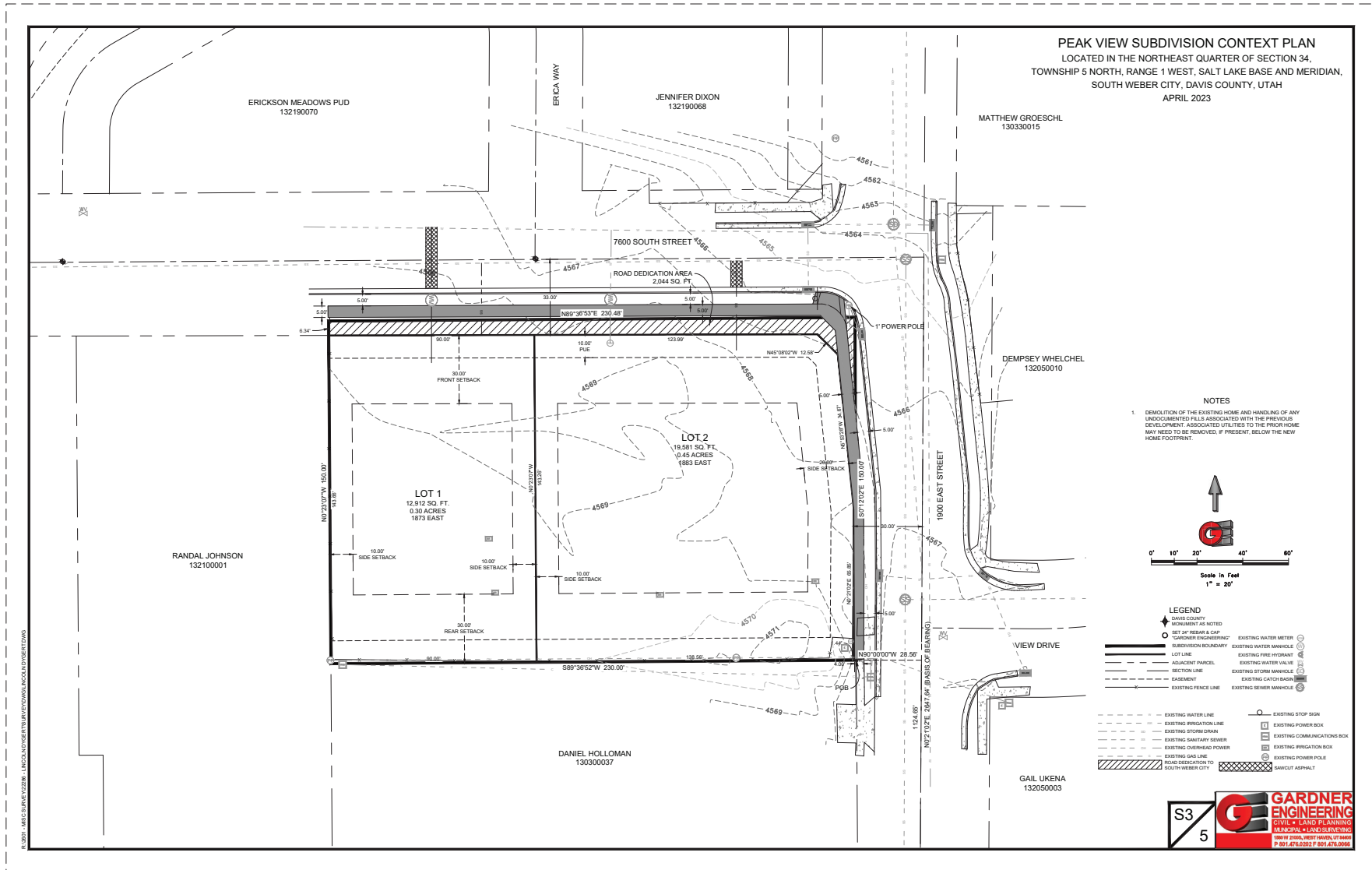
Engineering Review:

Staff has reviewed the plat and improvement plans and all the comments from my Engineering Review Memo #1, dated April 18, 2023, have been addressed and are complete.

- EN-1: The existing water, sewer, and irrigation services will continue to be used, but new water, sewer, and irrigation services are being installed where needed so that each lot has the required services.
- EN-2: Additional road dedication is shown on the plat to provide the standard street cross section.
- EN-3: A 5' sidewalk is being provided as part of the subdivision improvements. This will help to increase pedestrian safety in the area.
- EN-4: The home that used to occupy the lot has already been demolished.

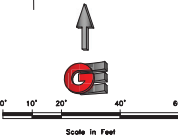





















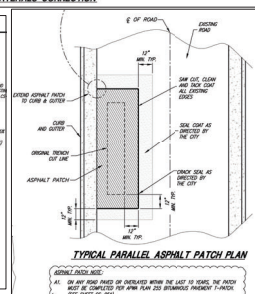
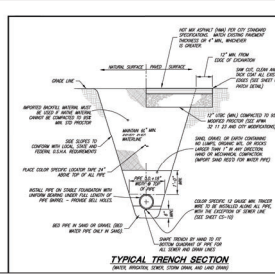
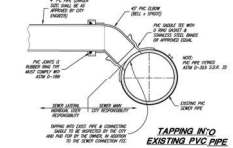
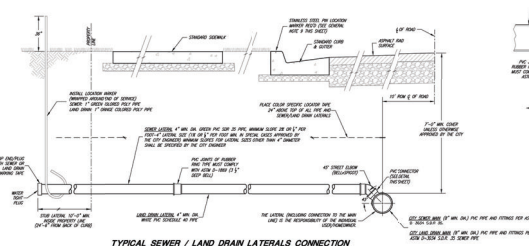
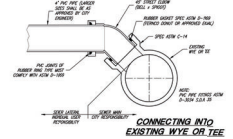
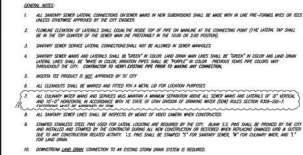
NOTES

1. DEMOLITION OF THE EXISTING HOME AND HANDLING OF ANY UNDOCUMENTED FILLS ASSOCIATED WITH THE PREVIOUS DEVELOPMENT. ASSOCIATED UTILITIES TO THE PRIOR HOME MAY NEED TO BE REMOVED, IF PRESENT, BELOW THE NEW HOME FOOTPRINT.



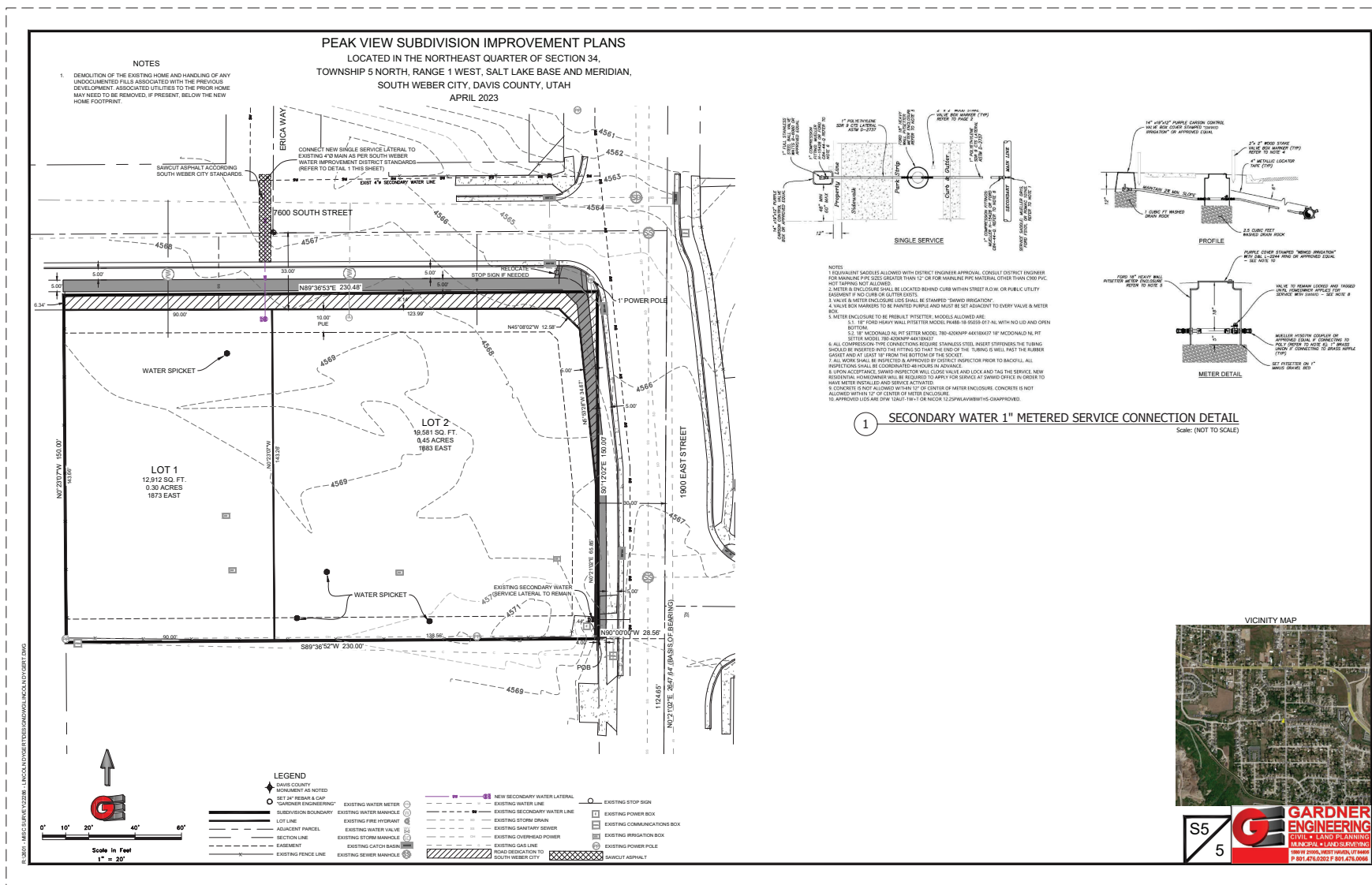
- ### LEGEND
- | | | | |
|---|--|--|---|
|  | DAVIS COUNTY
MONUMENT AS NOTED | | |
|  | SET 24" REBAR & CAP
"GARDNER ENGINEERING" | | |
|  | SUBDIVISION BOUNDARY | |  |
|  | LOT LINE | |  |
|  | ADJACENT PARCEL | |  |
|  | SECTION LINE | |  |
|  | EASEMENT | |  |
|  | EXISTING FENCE LINE | |  |
| | | |  |

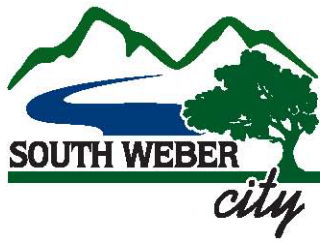
- | | | | |
|--|-------------------------------------|--|-----------------------------|
| | EXISTING WATER LINE | | EXISTING STOP SIGN |
| | EXISTING IRRIGATION LINE | | EXISTING POWER BOX |
| | EXISTING STORM DRAIN | | EXISTING COMMUNICATIONS BOX |
| | EXISTING SANITARY SEWER | | EXISTING IRRIGATION BOX |
| | EXISTING OVERHEAD POWER | | EXISTING POWER POLE |
| | EXISTING GAS LINE | | SAWCUT ASPHALT |
| | ROAD DEDICATION TO SOUTH WEBER CITY | | |





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ENGINEERING**
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 MUNICIPAL • LAND SURVEYING
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PLANNING MEMORANDUM

5 Kastle Cove Phase 1 Preliminary

1600 E. South Weber Drive
South Weber, UT 84405

www.southwebercity.com

801-479-3177
FAX 801-479-0066

To: Planning Commission
From: Trevor Cahoon, Community Services Director;
Re: Public Hearing and Action on: Kastle Cove Phase 1

Project Information	
Project Name	Kastle Cove Phase 1
Site Location	1050 E Lester Drive
Tax ID Number	Multiple
Applicant	Layne Kap
Owner	Multiple
Proposed Actions	Preliminary Plan, Rezone,
Current Zoning	A, R-M
General Plan Land Use Classification	R-M
Rezone Requested	R-M
Gross Site	Approx 5.461
Lots Requested	11
Units Per Acre	2.01

ACTION

Administrative Action: Consider approval of Preliminary Plat, and consider recommendation of approval of rezone and development agreement.

ITEMS FOR PLANNING COMMISSION REVIEW

- **Preliminary Plat.** Preliminary Plat Items to Consider:
 - *Legal Description:* This has been supplied
 - *Subdivision Name:* The Subdivision name appears on the plat and is consistent with the application that has been submitted.
 - *Lot Sizes and Orientation:* Complete.
 - *Parcel Numbers or Lot Numbers of Surrounding Properties:* When recording the plat, it is necessary to indicate the parcel identification numbers or the lot number for adjoining subdivisions. This plat includes this information.
 - *Right-of-Way (ROW) Dedication:* The ROW has been indicated on the drawings.
 - *Utility Easements:* The General Utility Easement required for property has been indicated on the plat.
 - *Signature Boxes:* Signature Boxes will be required for the Final Plat.

- **Improvement Plans:** Developer has submitted improvement plans to be included in the submission.
- **Development Agreement:** A portion of this project involves property that is currently in the possession of South Weber City. In order to secure the future connection of Lester Drive to 7375 S the City is willing to give our land to the Developer on the condition that this connection takes place. The Development Agreement will be part of the final submittal.

The proposed project includes several important points that must be considered. One of the key points is the timing of the project. According to the agreement, the property will become the developer's once all the improvements are completed. This ensures that the developer will not take possession of the property until all the necessary infrastructure is in place.

The agreement also outlines the sequence of events that must take place once the subdivision, development agreement, rezone, and improvement plans have been approved. This includes a pre-construction meeting, the removal of DeLong's home, the construction of all underground infrastructure, the completion of surface improvements such as asphalt, curb, and gutter, the closing of the north section of 1025 E private road, and the establishment of escrow for the remaining public improvements. Once these steps have been completed, the deed and the plat will be recorded together, with the deed being recorded first. Building permits can then be issued upon the recording of the plat, and the remaining public improvements can be completed. Certificates of occupancy will be issued once the project is fully completed.

Another important aspect of the Development Agreement is the rezone. The agreement includes the rezone as part of the development agreement, ensuring that the project is in compliance with the city's zoning regulations. The project will also connect to existing pavement on 7375 S, and the development agreement will be valid for a term of five years.

Lastly, the agreement includes a reverter clause, which ensures that the property will revert to the city in the event that the developer fails to comply with the terms of the agreement. It is also important to note that the agreement does not supersede Title 10 and Title 11 of the city code, which are the local zoning and development regulations. Overall, the Development Agreement for this proposed project includes several important points that must be considered and implemented by the City Planner to ensure that the project is successful.

APPROVALS PREVIOUSLY GRANTED BY PLANNING COMMISSION

N/A

RECOMMENDATIONS PREVIOUSLY GRANTED BY PLANNING COMMISSION

N/A

STAFF REVIEW SUMMARY

City Staff has done a review of and have reviewed the following items:

Planning Review:

PL-1: ZONING

The primary current zoning for this project is Agriculture (A) a small portion of the project is currently zone Residential Moderate (R-M). The developer has requested a rezone for R-M which is consistent with the General Plan.

PL-2: PROJECT SIZE

The Project's approximately 4.194.

PL-3: LOT AREAS

Minimum lot area for R-M is 9000 sq ft. All lots are consistent with this requirement.

PL-4: LOT WIDTH

Minimum widths for R-M is maximum width of 80 feet for 25% of lots and minimum width of 100 feet for 25% of the lots with the average of all lots being more than 90 feet. The lots comply with this requirement.

PL-5: SETBACKS

Development will be able to accommodate all setback requirements with building permits.

PL-6: ACCESS

This development has impacts to cross access agreements found on private property. The inclusion of the road stub to the parcels on the south will accommodate access issues off of the Lester Drive extension.

PL-7: ROADS

Developer will be connecting Lester Drive to 7375 South. This will create a second egress opening up development opportunity in this area. Developer must complete this connection prior to any building permits being issued.

Engineering Review:

EN-1: The DA needs to add the following:

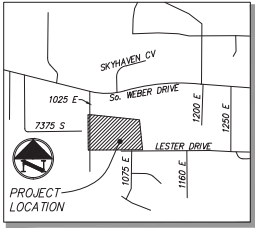
- a. ROW Vacation: The City agrees to vacate the ROW at the western end of Lester Drive to allow for the realignment of the road. This will be given back to the original owner. If the original owner is not the current owner of the proposed subdivision, the property will need to be transferred to the current owner.
- b. Temporary Storm Water Basin: All of Lot 108 will be dedicated as a temporary retention basin until such time that down-stream improvements are in place, allowing for the elimination of the retention basin. The developer shall retain ownership of this lot and is responsible for continued maintenance and landscaping. The owner of the retention basin must request the elimination of the retention basin and the city confirm that said

down-stream improvements are installed before the retention basin can be physically eliminated.

- c. Access Agreement Currently in Place: The Access Agreement currently in place (Entry # _____), must be vacated.
- EN-2: The plat needs to show the retention basin easement on Lot 108.
- EN-3: Addresses will be supplied by our office prior to final.
- EN-4: Some type of overflow channel or pipe needs to be provided to direct runoff away from any structures for events larger than the 100-yr.

KASTLECOVE PHASE 1 SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST
SALT LAKE BASE & MERIDIAN
SOUTH WEBER, DAVIS COUNTY, UTAH
APRIL 18, 2023



VICINITY MAP
NOT TO SCALE

INDEX OF DRAWINGS

#	SHEET	SHEET TITLE
1	CV1	COVERSHEET
2	GN1	GENERAL NOTES
3	---	PRELIMINARY PLAT
4	CT1	CONTEXT PLAN
5	SP1	SITE PLAN
6	UT1	UTILITY PLAN
7	GP1	GRADING & DRAINAGE PLAN
8	DT1	CROSS-SECTION & DETAILS

DEVELOPER

KASTLE ROCK EXCAVATION & DEVELOPMENT, LLC.
CONTACT: LAYNE KAP
(801) 479-3322

CIVIL ENGINEER

JT ENGINEERING, PC
7886 SOUTH 2325 EAST
SOUTH WEBER, UTAH 84405
CONTACT: JASON THOMPSON
(801) 866-7702

PROJECT DATA

ACREAGE SUMMARY	
LOTS:	3.973
PARCEL A:	0.099
PARCEL B:	0.109
PUBLIC R.O.W.	1.280
TOTAL AREA:	5.461

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1-800-662-4111

JT ENGINEERING, PC
7886 South 2325 East
South Weber, Utah
ph 801.866.7702

REVISIONS	DESCRIPTION	DATE	BY

KASTLECOVE PHASE 1 SUBDIVISION
COVERSHEET
SOUTH WEBER, UT/MI
PRELIMINARY SUBMITTAL

SHEET SIZE: ARCH D
H SCALE: 1" = 50'
V SCALE: N/A
DATE: APRIL 18, 2023
© COPYRIGHT 2023
SHEET NO. CV1 1 of 8

27 of 79

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KASTLECOVE SUBDIVISION

PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY
CITY OF SOUTH WEBER, DAVIS COUNTY, UTAH
MARCH, 2023

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	235.00'	80.71'	14.85'	40.78'	S61°07'14"E	90°00'00"
C2	10.50'	18.49'	14.85'	10.50'	N44°49'39"W	90°00'00"
C3	235.00'	9.77'	9.77'	4.88'	S88°38'12"E	222°53'45"
C4	235.00'	80.00'	89.45'	45.58'	S76°28'28"E	215°58'39"
C5	235.00'	56.96'	56.82'	28.59'	S58°35'02"E	135°01'19"
C6	200.00'	133.21'	130.76'	69.18'	S70°44'46"E	38°09'44"
C7	165.00'	27.71'	27.68'	13.89'	S85°00'56"E	93°07'24"
C8	165.00'	82.19'	81.34'	41.96'	S55°56'04"E	28°32'21"
C9	10.00'	15.71'	14.14'	10.00'	N83°20'06"E	90°00'00"
C10	10.00'	15.71'	14.14'	10.00'	S56°39'54"E	90°00'00"
C11	10.00'	15.71'	14.14'	10.00'	N83°20'06"E	90°00'00"
C12	10.00'	15.71'	14.14'	10.00'	N06°39'54"W	90°00'00"
C13	200.00'	22.25'	22.24'	11.14'	S45°51'07"E	82°22'23"
C14	165.00'	25.53'	25.51'	12.79'	S56°05'54"E	85°01'01"
C15	165.00'	84.37'	83.45'	43.13'	S75°10'47"E	291°7'45"
C16	50.00'	39.49'	38.47'	20.84'	N15°42'42"E	85°14'49"
C17	50.00'	69.28'	63.87'	41.50'	N46°36'23"W	79°23'20"
C18	50.00'	71.86'	65.83'	43.73'	S52°31'39"W	82°20'37"
C19	50.00'	28.82'	28.42'	14.62'	S59°39'17"E	130°11'14"
C20	10.00'	10.47'	10.00'	5.77'	S08°20'06"W	60°00'00"

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO CREATE A NINE LOT SUBDIVISION AS SHOWN. THE BOUNDARY WAS DETERMINED BY OCCUPATION AND DEED. ALL REAR LOT CORNERS WERE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES".

BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS PLAT IS THE SECTION LINE BETWEEN THE SOUTHEAST CORNER AND THE SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, SHOWN HEREON AS: NORTH 89°49'39" WEST (NORTH 89°28'34" WEST NAD83)

BOUNDARY DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LESTER STREET, SAID POINT BEING NORTH 89°49'39" WEST 701.39 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 28 (SOUTHEAST CORNER BEING SOUTH 89°49'39" EAST 2660.05 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 28); THENCE NORTH 89°49'39" WEST 232.90 FEET; THENCE SOUTH 51°39'54" EAST 15.81 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 235.00 FEET, AN ARC LENGTH OF 80.71 FEET, A DELTA ANGLE OF 19°40'41", A CHORD BEARING OF SOUTH 61°30'14" EAST, AND A CHORD LENGTH OF 80.31 FEET; THENCE SOUTH 00°10'21" WEST 22.62 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 10.50 FEET, AN ARC LENGTH OF 16.49 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 44°49'39" WEST, AND A CHORD LENGTH OF 14.85 FEET; THENCE NORTH 89°49'39" WEST 95.52 FEET; THENCE NORTH 00°28'30" EAST 80.00 FEET; THENCE NORTH 89°49'40" WEST 371.20 FEET; THENCE NORTH 00°10'22" EAST 415.23 FEET; THENCE SOUTH 89°49'38" EAST 24.75 FEET; THENCE SOUTH 83°21'41" EAST 571.80 FEET; THENCE SOUTH 05°19'22" EAST 352.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 237,915 SQUARE FEET OR 5.462 ACRES.

LEGEND

- = SECTION CORNER
- = SET 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
- = SET MAIL
- = CENTERLINE MONUMENT
- = BOUNDARY LINE
- = LOT LINE
- = ADJOINING PROPERTY
- = ROAD CENTERLINE
- = 10' GENERAL UTILITY EASEMENT (G.U.E.)
- = SECTION TIE LINE



Scale: 1" = 40'

LINE TABLE

LINE BEARING	DISTANCE
L1 S51°39'54"E	15.81
L2 S00°10'21"W	22.62
L3 N51°39'54"W	15.00

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 KASTLECOVE SUBDIVISION IN SOUTH WEBER CITY, DAVIS COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE DAVIS COUNTY RECORDER'S OFFICE AND FROM A SURVEY MADE BY ME ON THE GROUND. I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF SOUTH WEBER CITY, DAVIS COUNTY, CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20____.

9031945

UTAH LICENSE NUMBER

**OWNERS DEDICATION AND CERTIFICATION**

WE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO TWO LOTS AS SHOWN ON THE PLAT AND NAME SAID TRACT KASTLECOVE SUBDIVISION, AND DO HEREBY DEDICATE 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 THOSE CERTAIN STRIPS AS EASEMENTS FOR GENERAL UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON. THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF GENERAL UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY SOUTH WEBER CITY WITH NO BUILDINGS OR STRUCTURES BEING ERRECTED WITHIN ANY EASEMENT DESCRIBED HEREON AND ALSO DEDICATE PARCEL A TO THE OWNER OF LOT 109 TO BE OWNED AND MAINTAINED BY THE SAME AND DEDICATE PARCEL B TO KASTLE ROCK EXCAVATION & DEVELOPMENT LLC TO BE OWNED AND MAINTAINED BY THE SAME.

SIGNED THIS _____ DAY OF _____, 20____.

KASTLE ROCK EXCAVATION & DEVELOPMENT LLC

NAME/TITLE

SOUTH WEBER CITY

NAME/TITLE

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, 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, _____

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, OF SAID CORPORATION AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RESIDING IN _____ COUNTY, _____

PROJECT INFORMATION

Surveyor: T. HATCH
Project Name: KASTLECOVE SUBDIVISION
Designer: M. ANDERSON
Number: 5918-18
Scale: 1"=40'
Begin Date: 3-8-2023
Revision:
Checked:

DAVIS COUNTY RECORDER

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

RECORDED FOR:

DAVIS COUNTY RECORDER

DEPUTY:

**SOUTH WEBER CITY PLANNING COMMISSION**

APPROVED BY THE SOUTH WEBER PLANNING COMMISSION ON THIS THE _____ DAY OF _____, 20____.

CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

SOUTH WEBER CITY ENGINEER

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

SOUTH WEBER CITY ENGINEER

DATE

SOUTH WEBER CITY COUNCIL

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

SOUTH WEBER CITY MAYOR

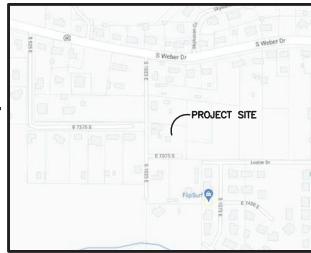
ATTEST:

CITY RECORDER

SOUTH WEBER CITY ATTORNEY

APPROVED BY THE SOUTH WEBER CITY ATTORNEY THIS THE _____ DAY OF _____, 20____.

SOUTH WEBER CITY ATTORNEY

**VICINITY MAP**

NOT TO SCALE

S89°49'38"E 24.75'

13-021-0005 JASON STOTT

111 22243 S.F. 0.511 ACRES

110 23229 S.F. 0.533 ACRES

105 16605 S.F. 0.381 ACRES

104 15823 S.F. 0.363 ACRES

103 12410 S.F. 0.285 ACRES

102 11298 S.F. 0.259 ACRES

101 12330 S.F. 0.283 ACRES

100 19223 S.F. 0.441 ACRES

99 20533 S.F. 0.471 ACRES

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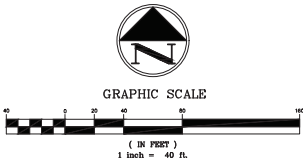
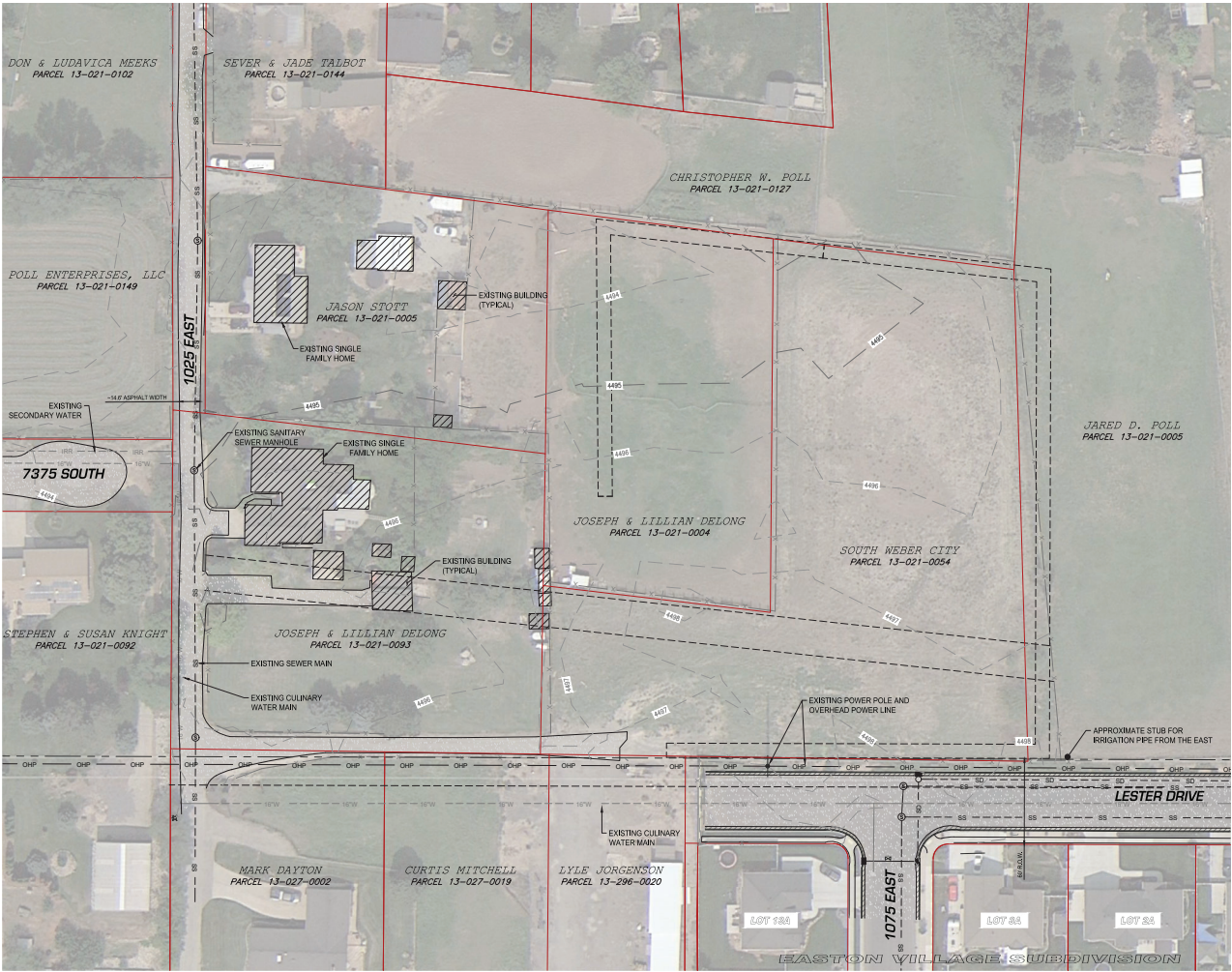
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JT ENGINEERING

JT Engineering, PC
7866 South 2325 East
South Weber, Utah
ph 801.866.7702

FOR REVIEW

Professional Engineer
No. 44860-2002
JASON H. THOMPSON
4/18/2003
STATE OF UTAH

DATE	BY	REVISIONS	DESCRIPTION

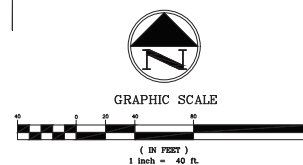
KASTLECOVE PHASE 1 SUBDIVISION

CONTEXT PLAN

SOUTH WEBER, UT/MI

PRELIMINARY SUBMITTAL

SHEET SIZE: ARCH D
H. SCALE: 1" = 40'
V. SCALE: N/A
DATE: APRIL 18, 2023
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SHEET NO.
CT1
4 of 8



IT Engineering, PC
7886 South 2325 East
South Weber, Utah
ph 801.866.7702

FOR REVIEW

REGISTERED PROFESSIONAL ENGINEER
No. 4940495-22002
JASON H. THOMPSON
4/18/2023
STATE OF UTAH

[illegible]

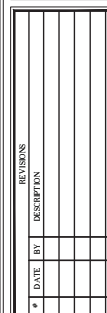
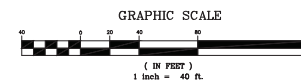
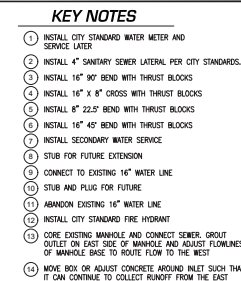
SOUTH WEBER, UTAH

PRELIMINARY SUBMITTAL

SHEET NO.
SP1
5 of 8

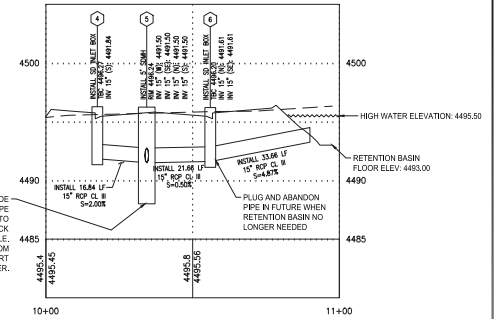
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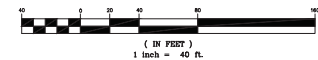
SHEET NO.
UT1
6 of 8



5' DIAMETER MANHOLE WITH 3' DEEP SUMP. PROVIDE HOLES IN SIDES AND FLOOR OF MANHOLE BELOW PIPE INVERT TO ALLOW STORM WATER TO INFILTRATE INTO SOIL. PROVIDE 2" THICK LAYER OF 1" CLEAN RAGS AROUND SIDES AND BOTTOM OF MANHOLE. WHEN RETENTION BASIN NO LONGER NEEDED, BOTTOM OF BASIN TO BE FILLED WITH CONCRETE UP TO INVERT OF PIPES OR AS DIRECTED BY THE CITY ENGINEER.



GRAPHIC SCALE



JT Engineering, PC
7886 South 2325 East
South Weber, Utah
ph 801.866.7702

FOR REVIEW

[illegible]

KASTLECOVE PHASE I SUBDIVISION

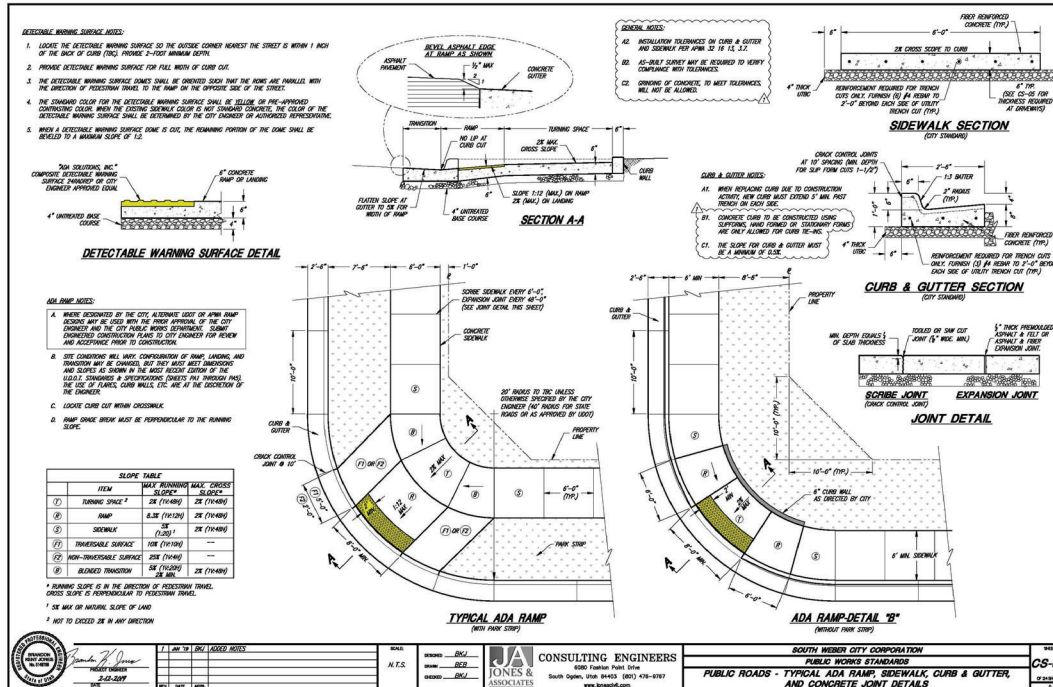
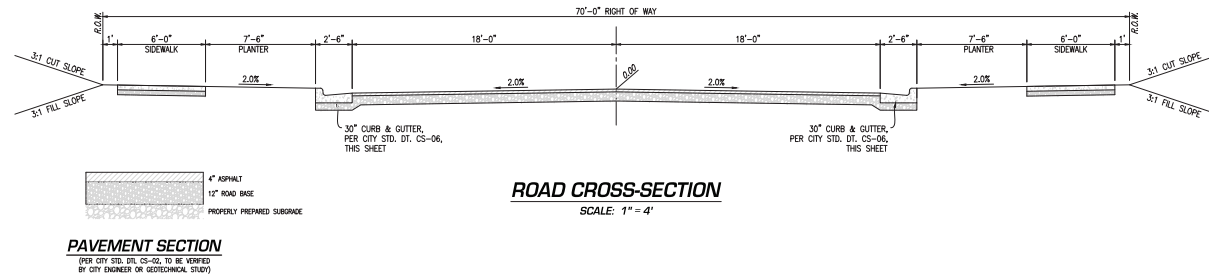
GRADING & DRAINAGE PLAN

SOUTH WEBER, UTAH

PRELIMINARY SUBMITTAL

SHEET SIZE: ARCH D
H. SCALE: 1" = 40'
V. SCALE: N/A
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GP1
7 of 8



FOR REVIEW



REVISIONS	DATE	BY	DESCRIPTION

KASTLECOVE PHASE 1 SUBDIVISION

CROSS-SECTION & DETAILS

SOUTH WEBER, UT/MI

PRELIMINARY SUBMITTAL

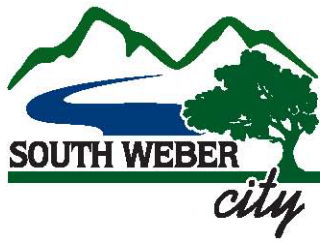
SHEET SIZE: ARCH D
H. SCALE: 1" = 4'
V. SCALE: N/A
DATE: APRIL 18, 2023
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SHEET NO.

DT1

8 of 8





PLANNING MEMORANDUM

6 Kastle Cove Phase 2 Preliminary

1600 E. South Weber Drive
South Weber, UT 84405

www.southwebercity.com

801-479-3177
FAX 801-479-0066

To: Planning Commission
From: Trevor Cahoon, Community Services Director;
Re: Public Hearing and Action on: Kastle Cove Phase 2

Project Information	
Project Name	Kastle Cove Phase 2
Site Location	Approx 7550 S 1160 E
Tax ID Number	130270018
Applicant	Layne Kap
Owner	Kastle Rock Excavation & Development LLC
Proposed Actions	Preliminary Plan
Current Zoning	R-M
General Plan Land Use Classification	R-M
Gross Site	Approx 8.852
Number of Units	13
Units Per Acre	1.47

ACTION

Administrative Action: Consider approval of Preliminary Plat, and consider recommendation of approval of rezone and development agreement.

ITEMS FOR PLANNING COMMISSION REVIEW

- **Preliminary Plat.** Preliminary Plat Items to Consider:
 - *Legal Description:* This has been supplied
 - *Subdivision Name:* The Subdivision name appears on the plat and is consistent with the application that has been submitted.
 - *Lot Sizes and Orientation:* Complete.
 - *Parcel Numbers or Lot Numbers of Surrounding Properties:* When recording the plat, it is necessary to indicate the parcel identification numbers or the lot number for adjoining subdivisions. This plat will need this updated information for the final plat.
 - *Right-of-Way (ROW) Dedication:* The ROW has been indicated on the drawings. This development is utilizing Private ROWs.
 - *Utility Easements:* The General Utility Easement required for property has been indicated on the plat.
 - *Signature Boxes:* Signature Boxes will be required for the Final Plat.
- **Improvement Plans:** Developer has submitted improvement plans to be included in the submission.

APPROVALS PREVIOUSLY GRANTED BY PLANNING COMMISSION

N/A

RECOMMENDATIONS PREVIOUSLY GRANTED BY PLANNING COMMISSION

N/A

STAFF REVIEW SUMMARY

City Staff has done a review of and have reviewed the following items:

Planning Review:

PL-1: ZONING

The primary current zoning for this project is Residential Moderate (R-M).

PL-2: PROJECT SIZE

The Project's approximately 8.852.

PL-3: LOT AREAS

Minimum lot area for R-M is 9000 sq ft. All lots are consistent with this requirement.

PL-4: LOT WIDTH

Minimum widths for R-M is maximum width of 80 feet for 25% of lots and minimum width of 100 feet for 25% of the lots with the average of all lots being more than 90 feet. The lots comply with this requirement.

PL-5: SETBACKS

Development will be able to accommodate all setback requirements with building permits.

PL-6: ACCESS

Development cannot receive building permits until Kastle Cove Phase 1 has completed the construction of the ROW.

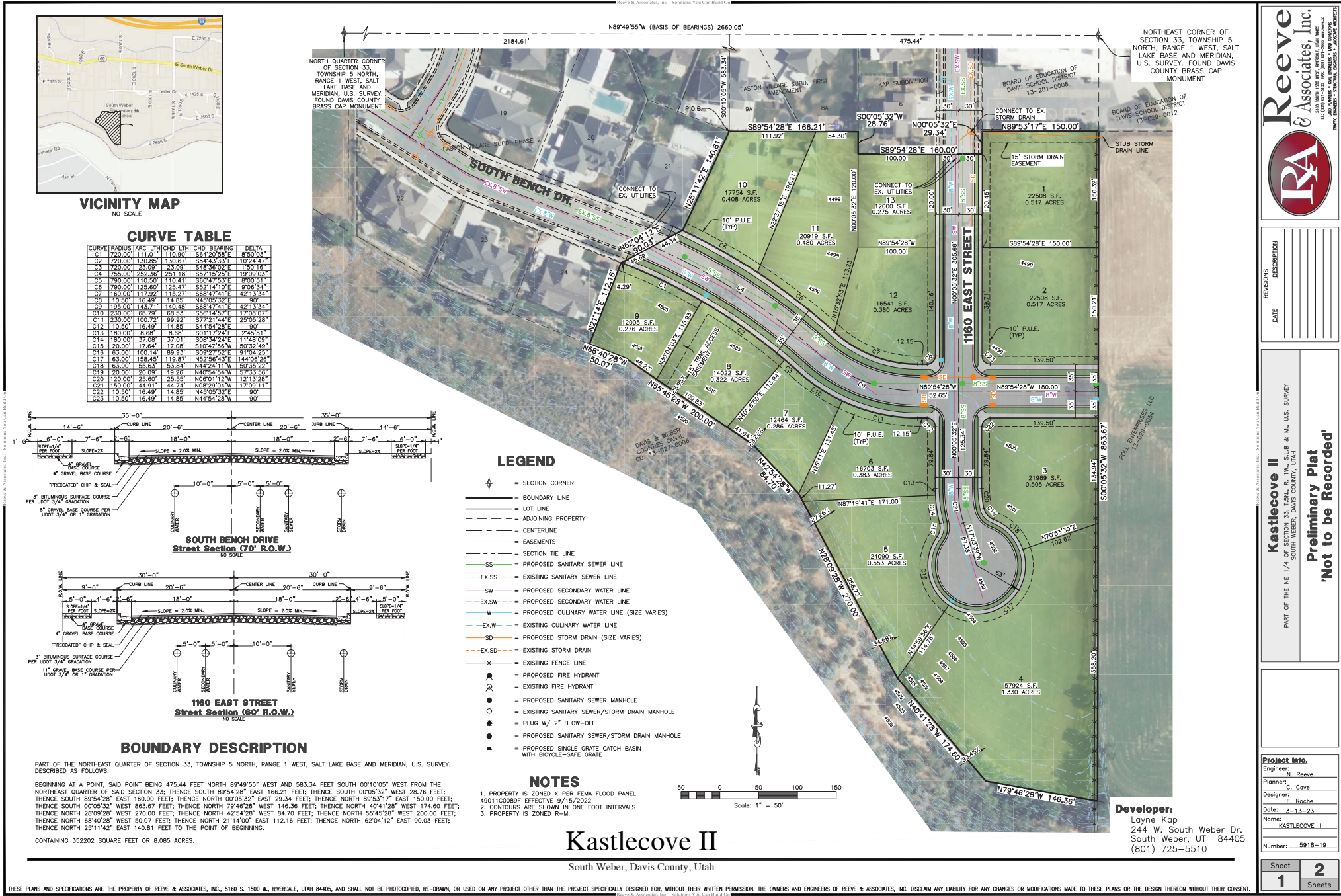
PL-7: ROADS

All roadways comply with the General Plan.

Engineering Review:

EN-1: The storm drainage was master planned to utilize the detention basin on Lester Dr.

EN-2: A geotechnical report was provided with the original Easton Village subdivision and addressed with the overall preliminary at that time. An updated geotechnical report is needed to verify or modify, if necessary, the original recommendations.



Reeve & Associates, Inc.
1500 S. 1500 W., RIVERDALE, UTAH 84405
TEL: (801) 421-1000 FAX: (801) 421-1008
WWW.REEVE-ASSOCIATES.COM

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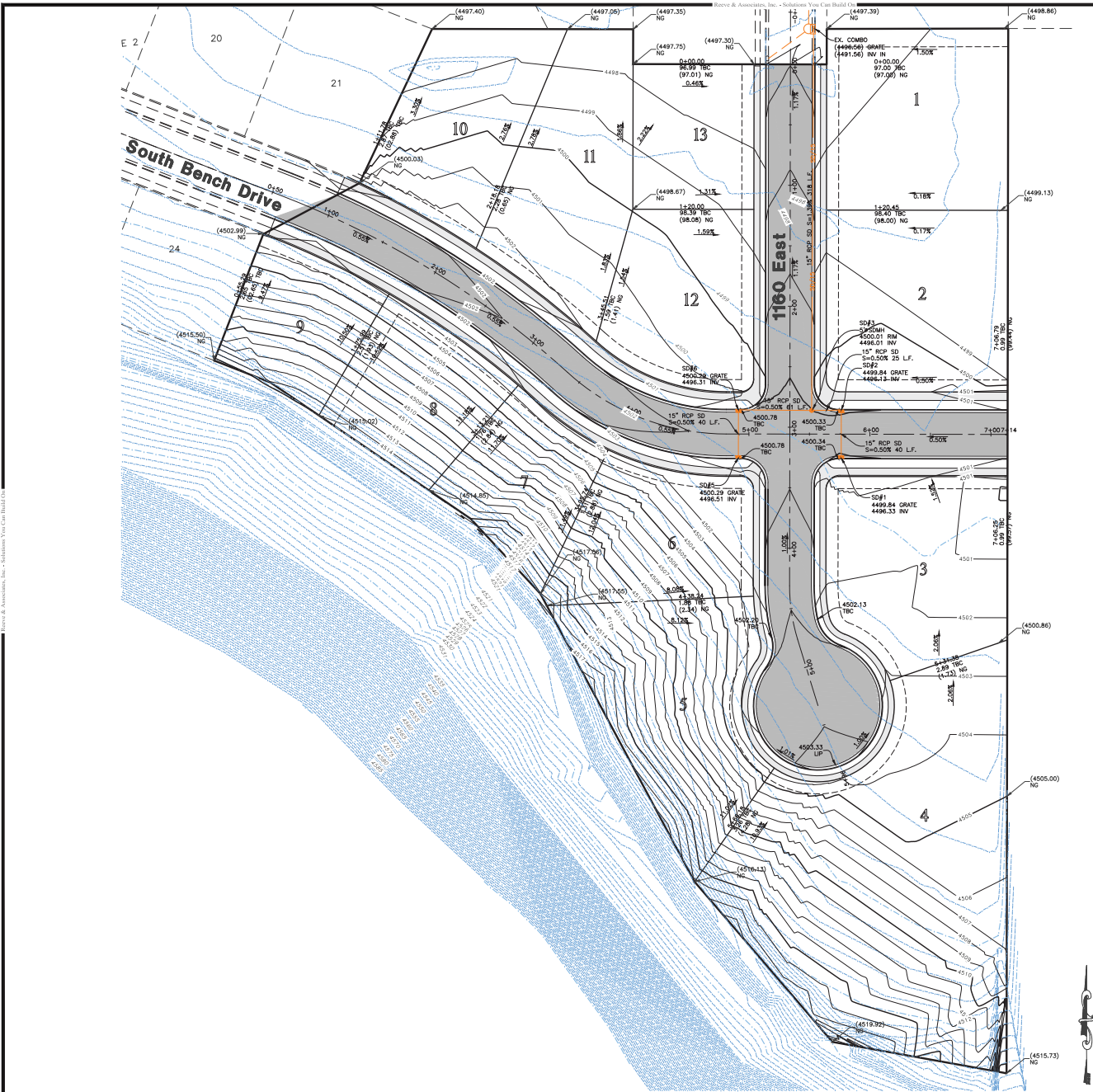
REVISIONS	DESCRIPTION
DATE	


Kastlecove II
PART OF THE NE 1/4 OF SECTION 33, T.S. & R. 1W, S.16, & M. 5, U.S. SURVEY
SOUTH WEBER, DAVIS COUNTY, UTAH

Preliminary Plat
'Not to be Recorded'

Project Info.
Engineer: N. Reeve
Planner: C. Cove
Designer: E. Roche
Date: 3-13-23
Name: KASTLECOVE II
Number: 5918-19

Sheet	2
1	Sheets





Storm Runoff Calculations

Kastle Cove II
5918-19

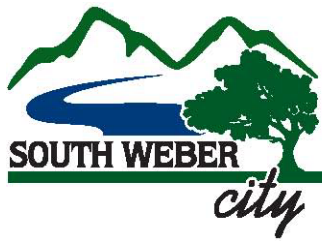
The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for the South Weber City area taken from the NOAA Atlas 14 database. Calculations have been completed for the 100 yr 24-hr storm event. Storm water runoff has been calculated for a fully developed site and limited to a release rate of 0.2 cfs/acre.

The calculations are as follows:

Drainage Area:
Total Area = 8.02 acre or 352,202 sq ft
Runoff Coefficients:
Paved Area = 68,536 sq ft C = 0.9
Roof = 40,300 sq ft C = 0.9
Landscape Area = 243,366 sq ft C = 0.2
Weighted Runoff Coefficient = 0.41

LID Retention:
80th Percentile Rainfall Event (t) = 0.45 in
Is the site feasible for LID? Yes
Site Imperviousness (%) = 0.30
NRCS Soil Group = B
Rn Equation = $R_n = (Soil\ Group\ A: 0.04 \times 1.302; B: 0.04 \times 1.189; C/D: 0.03 \times 1.122)$ 0.04671169
 $V_{LID} = R_n \times A \times 12 \times 3600$ 2777 cu ft

Volume of Runoff for 100-year Storm Event:
C = 0.41
I = 3.61 in/hr
A = 352,202 sq ft
Q = 1.62 cfs
Time (min) = 0, 5, 10, 15, 20, 25, 30, 35, 40, 45, 50, 55, 60, 65, 70, 75, 80, 85, 90, 95, 100
Time (sec) = 0, 300, 600, 900, 1200, 1500, 1800, 2100, 2400, 2700, 3000, 3300, 3600, 3900, 4200, 4500, 4800, 5100, 5400, 5700, 6000
Q (cfs) = 0.00, 2.21, 5.48, 8.53, 11.23, 13.59, 15.55, 17.16, 18.46, 19.40, 19.99, 20.28, 20.33, 20.28, 20.00, 19.53, 18.89, 18.00, 16.80, 15.33, 13.64, 11.77, 9.57, 7.00, 4.14, 0.00
Vol. in (cu ft) = 0, 7271, 11053, 13798, 15956, 17645, 18888, 19611, 20000, 20111, 19911, 19488, 18888, 18000, 16800, 15330, 13640, 11770, 9570, 7000, 4140, 0.00
Vol. out (cu ft) = 0, 485, 970, 1455, 1940, 2425, 2911, 3396, 3881, 4366, 4851, 5336, 5821, 6306, 6791, 7276, 7761, 8246, 8731, 9216, 9701, 10186, 10671, 11156, 11641, 12126, 12611, 13096, 13581, 14066, 14551, 15036, 15521, 16006, 16491, 16976, 17461, 17946, 18431, 18916, 19401, 19886, 20371, 20856, 21341, 21826, 22311, 22796, 23281, 23766, 24251, 24736, 25221, 25706, 26191, 26676, 27161, 27646, 28131, 28616, 29101, 29586, 30071, 30556, 31041, 31526, 32011, 32496, 32981, 33466, 33951, 34436, 34921, 35406, 35891, 36376, 36861, 37346, 37831, 38316, 38801, 39286, 39771, 40256, 40741, 41226, 41711, 42196, 42681, 43166, 43651, 44136, 44621, 45106, 45591, 46076, 46561, 47046, 47531, 48016, 48501, 48986, 49471, 49956, 50441, 50926, 51411, 51896, 52381, 52866, 53351, 53836, 54321, 54806, 55291, 55776, 56261, 56746, 57231, 57716, 58201, 58686, 59171, 59656, 60141, 60626, 61111, 61596, 62081, 62566, 63051, 63536, 64021, 64506, 64991, 65476, 65961, 66446, 66931, 67416, 67901, 68386, 68871, 69356, 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PLANNING MEMORANDUM

7 Deer Run Townhomes Final

1600 E. South Weber Drive
South Weber, UT 84405

www.southwebercity.com

801-479-3177
FAX 801-479-0066

To: Planning Commission

From: Trevor Cahoon, Community Services Director

Re: Action on: Final Subdivision Review Rezone (from C-O to R-7), & Development Agreement for Deer Run Townhomes Parcel# 13-364-0001 2.914 acres located at 7897 S 2700 E for applicant: Joseph Cook of Deer Run Investments LLC.

Project Information	
Project Name	Deer Run Townhomes
Site Location	7870 S 2700 E
Tax ID Number	133640001, 133640007
Applicant	Joseph Cook
Owner	Deer Run Investments
Proposed Actions	Preliminary Plan, Rezone, Architectural Review, Site Plan Review & Development Agreement
Current Zoning	C-O
General Plan Land Use Classification	R7
Gross Site	3.175

ACTION

Administrative Action: Final Subdivision Plat

Legislative Action: Development Agreement and Rezone Request

ITEMS FOR PLANNING COMMISSION REVIEW

- **Preliminary Plan Acceptance.** Planning Commission to Review that the Preliminary Application is complete and any conditions of approval are satisfied.
 - *Conditions of Approval:*
 - Approval Letters from Weber Basin Water Conservancy District and Davis Weber Counties Canal Company. **Complete.**
 - Proposed fencing between the detention basin and the canal be corrected or clarified. **Complete.**
 - Any trees or other vegetation inside the sight triangles should be removed (this includes sight triangles at the intersection of Deer Run Drive and 2700 East). Landscaping still needs to be provided in the park strip (including along Deer Run Drive). **Complete.**
 - Include an irrigation plan for the detention basin. **Complete.**
 - Update the landscape plan to include the section that is labeled as "Road Dedication". **Complete.**

- **Final Plat.** After the preliminary plan approval, the next step in the process is recommending approval or denial of the Final Plat to the City Council. The Planning Commission as the Land Use Authority has made approvals of the preliminary plans after which the City Staff verifies the improvement plans are finalized to construction ready drawings. The Plat is the only item that needs City Council approval as this is a decision about how to subdivide the property. Final Plat Items to Consider:
 - *Legal Description:* This has been supplied
 - *Subdivision Name:* The Subdivision name appears on the plat and is consistent with the application that has been submitted.
 - *Lot Sizes and Orientation:* All lot sizes are consistent with the development agreement.
 - *Addresses and Street Names:* This has been completed.
 - *Parcel Numbers or Lot Numbers of Surrounding Properties:* When recording the plat it is necessary to indicate the parcel identification numbers or the lot number for adjoining subdivisions. This plat has that necessary information.
 - *Right-of-Way (ROW):* The private ROW has been indicated on the drawings for dedication to the City and the widths comply with the City Standards.
 - *Utility Easements:* The General Utility Easement required indicated on the plat.
 - *Signature Boxes:* All signature boxes are supplied.
 - *Phasing:* Developer is choosing to get all phases approved at final but will construct each phase independently.

APPROVALS PREVIOUSLY GRANTED BY PLANNING COMMISSION

- **Site Plan:** The multi-family use requires the submission of a site plan to the Planning Commission for approval.
- **Architectural Review:** The project requires an architectural site plan review.
- **Improvement Plans:** Developer has submitted improvement plans to be included in the submission.
- **Landscape Plan:** A landscape plan was submitted. Overall, the plan is complete, however there are some minor revisions that are needed. The Planning Commission chose to move forward with a conditional approval with the following provisions.

RECOMMENDATIONS PREVIOUSLY GRANTED BY PLANNING COMMISSION

- **Rezone:** The Planning Commission recommended approval of the rezone request from C-O to R-7. Since this time the council has adopted a new R-5 SG zone to replace the R-7 zone. The Council may legislatively choose to rezone the area to R-7 or the new zoning that is available if they were to grant the rezone request.
- **Development Agreement:** Deer Run Investments has an approved Development Agreement and project located at approximately 7870 S 2700 E. This project is currently in the Commercial-Overlay Zone and has an entitled use commonly referred to as “The Lofts”.

The developer has since reached out to the City and requested to submit a new project. In a meeting with the City Council, they presented an alternative site plan and asked if they can begin the process of a development agreement. City Council Directed the Mayor to convene a

development agreement committee and begin the process of negotiations.

The Developer submitted a draft development agreement to the City. The committee met and reviewed the recommendations, and sent their revisions on to the developer. Through the conversations, the main concerns that were expressed by the Committee was the look and feel of the units and the spacing of the buildings.

The City Council has reviewed the draft agreement and has indicated that they are comfortable with the proposal moving forward but limited the requested density to no more than 35 units. The developer has come back with a proposal that meets the density criteria. The developer and Planning Commission have submitted some revisions on the drafted development agreement and they will review both the revised copy and the original draft to make a determination. In addition to these updates, the Planning Commission made the following recommendations with their motion on the March 9, 2023 meeting:

- Addition of minimum lot width for the development of 23 feet
- All units are required to have a 22'x22' garage.
- Addition of language in the rental provision to allow for rental units if the majority of the project is under ownership of the developer or provisions for those in extenuating circumstances. In addition to this language the development would be allowed up to 50% rental units until such time that the develop receives the last certificate of occupancy at which time the developer will not renew leases until the total number of rental units equals 25% of the total units.

STAFF REVIEW SUMMARY

City Staff has done a review of and have reviewed the following items:

Planning Review:

PL-1: ZONING COMPLETE

The current zoning for this project is Commercial-Overlay (C-O). The development agreement illustrates the need for the Applicant to rezone the property to Residential Multi-Family Seven (R-7). They have submitted an application for this rezone in conjunction with the project.

Because the City has initiated the process to remove the R-7 zone and instate new zoning code, city staff have advised the applicant to proceed with the R-7 zoning until a comparable zone is on the books. At which point the development agreement can be amended prior to approval and the rezone request can be amended as well if the zoning code changes.

PL-2: PROJECT SIZE COMPLETE

The Project's approximately 3.175 acres. A portion of the project is located to the north of the canal. This area will be used for a storm water basin.

PL-3: LOT AREAS COMPLETE

In the development agreement we do not have a minimum lot size.

PL-4: LOT WIDTH COMPLETE

Minimum widths on the new R5 code have the minimum townhome width set at 24 feet. This will need to be updated in the Development Agreement to include a minimum lot width section to accommodate the 23-foot width. This has been added to the development agreement draft.

PL-5: SETBACKS COMPLETE

Setbacks are delimited through the Development Agreement as follows:

- a. 10 feet minimum from any public street;
- b. 10 feet front setback from any private street;
- c. 10 feet side setback from any private street
- d. 10 feet minimum from any property line; and
- e. 10 feet minimum from any other non-attached structure.

PL-6: ACCESS COMPLETE

There are no concerns from City Staff about the access points of this development. A full civil set is not required at this stage of development. The developer has provided sight triangle diagrams for the access points.

PL-7: ROADS COMPLETE

Developer will be constructing a private ROW loop. The specifications utilized in the design meet the City Standards. The development utilizes shared private driveways. This will not be considered a roadway for the project but will be constructed with concrete. From the Development Agreement:

Developer shall be entitled to use Private Roadway Street Section B with only one (1)-6' wide sidewalk adjacent to the right of way, so long as a second sidewalk services the front facade of the residences and connects to a public right of way without having to cross a road. Private alleyways/driveways shall be 32' wide from building to building. All guest parking must have adjacent connections to the pedestrian rights of way through means of pedestrian walking path or sidewalk.

PL-8: LANDSCAPING COMPLETE

Developer has submitted a landscape plan. At least 15% of the total site shall be thoroughly landscaped and meet the requirements of Title 10 Chapter 15 of South Weber City Code. The plan is sufficient for the code. More detail is needed for the irrigation plan of the storm water basin. There are trees that are put in the park strip. Some changes need to happen to ensure sight triangles are maintained.

PL-9: ARCHITECTURAL REVIEW COMPLETE

Developer has submitted renderings for a similar project they have completed in North Salt Lake for review.

PL-10: FENCING COMPLETE

A six (6) foot tall solid vinyl, masonry, or equivalent fence shall be required between the development and all lower density residential zones and along the Davis Weber Canal. Fencing shall be rated to withstand the proper wind load dictated in South Weber City Standards.

PL-11: SITE PLAN COMPLETE

Parking: The developer has included 26 separate and distinct parking spaces for guest parking. This is more than adequate for the development. Each phase also has enough guest parking to cover each phase through development.

PL-12: OPEN SPACE COMPLETE

From the Development Agreement: Open space shall be accessible to the residents of the Development and configured in a manner to promote outdoor leisure. The development requires 19,000 square feet of open space. The total open space that is within main project area is sufficient for the development.

PL-13: DESIGN STANDARDS COMPLETE

The development agreement has various design criteria that are listed for the development. Developer has supplied renderings as mentioned previously. The standards reflected in the document are:

- a. Exterior Finishes. All structures within the development shall use durable materials on exterior finishes, including brick, stone, Hardie board, architectural metal, or engineered wood on all four (4) of the building's facades. Aluminum or vinyl siding shall not be used as an exterior finish. Exterior finishes shall be substantially similar to Exhibit C.
- b. Architectural Variation. The structures within the development shall provide variable articulation in their design. Articulation shall be required on each side of the structures.
- c. Garage Dimensions. Individual garages shall be constructed to reasonably accommodate two standard vehicles, measured no less than 22 feet in width and length. The developer shall be required to utilize 18-foot garage doors.
- d. Driveways. In areas of the development that use single driveways to access one unit, driveways shall be no less than 20 feet in length to the back of the sidewalk.
- e. Roof Style. Roof design shall not include the use of flat roofs.

Engineering Review:

- EN-1: We received a letter from DWC, dated April 26, 2023, that indicated that DWC has executed a temporary license agreement with the developer, and they are okay to proceed as long as the developer complies with what is covered in the agreement.

- EN-2: It appears that the detention basin may not be fully constructed until after some of the initial phases are completed. This is acceptable as long as temporary detention is provided. This will need to be reviewed and approved if proposing to approach construction this way.
- EN-3: The landscape plans need to include the area up to the DWC canal fence on the north side. This area should not be irrigated, but it does need to be landscaped. The landscape plans also need to show landscaping all the way up to the back of sidewalk at the southeast corner of the development. The parkstrip all the way along the frontage of the development, plus along the DWC property, needs to be landscaped.
- EN-4: Attached is a Draft of the Maintenance Agreement and the associated Exhibit B.

**AGREEMENT REGARDING OWNERSHIP AND MAINTENANCE
OF
INFRASTRUCTURE AND LANDSCAPING**

This Agreement (“Agreement”) is made and entered into this _____ day of _____, 2023, (“Effective Date”) by and between **SOUTH WEBER CITY**, a Utah municipal corporation (“City”) and **DEER RUN INVESTMENTS LLC**, a Limited Liability Company (“Developer”). City and Developer are hereafter referred to individually as “Party” or collectively as “Parties.”

RECITALS

- A. Developer owns or controls real property located within the City and more particularly described on **Exhibit “A”** (“Property”).
- B. Developer wishes to develop or otherwise improve the Property into a residential development known as Deer Run Townhomes (“Development”).
- C. City and Developer desire to clearly establish long-term maintenance obligations relating to public and private infrastructure (water, sewer, storm drain, and landscaping) located on the Property.

AGREEMENT

NOW, THEREFORE, and in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, City and Developer do mutually agree as follows:

- 1. **Incorporation of Recitals and Exhibits.** The foregoing Recitals and all Exhibits referenced herein are hereby incorporated and made part of this Agreement.
- 2. **Definitions.** As used in this Agreement, the words and phrases specified below shall have the following meanings:
 - a. “City” means South Weber City;
 - b. “Developer” means Deer Run Investments LLC;
 - c. “Development” refers to the Developer’s project to develop or otherwise improve the Property into a residential development known as Deer Run Townhomes;
 - d. “Infrastructure” refers to water, sewer, storm drain/storm water, and landscaping infrastructure located on the Property and shown on **Exhibit “B;”**
 - e. “Property” means approximately 3.175 acres of real property located in South Weber City and described in **Exhibit “A;”**

- f. “Right-of-Way” or “ROW” refers to the full public ownership of 2700 East, 7800 South, and Deer Run Drive;
 - g. “Roadway” means the paved road area, including curb and gutter;
 - h. “Storm Water Facilities” refers to interior lines, manholes, inlet boxes, detention and retention basins, and discharge lines up to and including the outlet control structures;
 - i. “DWCCC” means Davis & Weber Counties Canal Company;
 - j. “DWC” means Davis & Weber Canal;
3. **Responsibility for Infrastructure:** Ownership and rights to real property, including such public utility easements as exist presently or shall be necessary for the Development, shall be governed by the Plat and Development Agreement that will be recorded against the property at such time as the Development obtains formal approval from the City in accordance with state law and municipal ordinances. This agreement establishes ownership and responsibility for water, sewer, storm drain/storm water, and landscaping infrastructure (“Infrastructure”) located on the Property as shown on **Exhibit “B”** and further defined as follows:
- a. **Water:**
 - i. City shall own the main line, tees, control valves, fire hydrants, and the meter stations.
 - ii. Developer shall own all services lines from the meter to the building.
 - b. **Sewer:**
 - i. City shall own the main line and manholes, including the portion crossing the DWC.
 - ii. Developer shall own the service laterals from the main to the building.
 - c. **Storm Drain / Storm Water:**
 - i. City owns the main line, manholes, and inlet boxes in the 2700 East and 7800 South Roadway.
 - ii. Developer shall own all interior lines (including the portion crossing the DWC), manholes, inlet boxes, detention and retention basins, discharge lines, outlet control structures, and any other on-site drainage facility; hereinafter referred to as Storm Water Facilities.

- d. **Landscaping / Sidewalks / Signs / Fencing:**
- i. Developer shall own all landscaping within the Property, on the north side of Deer Run Drive, and west side of 2700 East within the ROW.
 - ii. Developer shall own all sidewalks within the Property.
 - iii. City owns all sidewalks within the ROW.
 - iv. Developer shall own any monument or operational sign within the Property.
 - v. City owns all operational signs located within the ROW.
 - vi. Developer shall own all proposed fencing associated with the Development.
 - vii. The DWCCC owns all fencing along the 2700 East ROW associated with their property, and all other fencing along the canal property that was historically installed by DWCCC.
4. **Operation:** Each Party shall have full and complete responsibility to operate the Infrastructure that it owns, as such ownership is indicated in **Exhibit “B”** and described in Section 2 of this Agreement. The Parties mutually agree to operate and maintain their respective Infrastructure and all other related facilities in a state of good repair and in good faith. The Parties agree not to intentionally alter or inhibit the intended function of the Infrastructure in a way that negatively impacts the Infrastructure owned and maintained by the other Party. If temporary adjustments to the Infrastructure are needed, the Parties agree to work together in a cooperative manner to the benefit of each Party.
- a. **Culinary Water Service:** City will provide culinary water to the Development and invoice the Developer for the water used per City Code – Title 8 Water, Sewer, Storm Water and Drainage, Chapter 1 Water Use and Services.
 - b. **Misuse of Culinary Water:** Developer hereby acknowledges that water provided to the fire hydrants located on the Property are for public, fire protection purposes and shall not be used for any purpose other than providing fire protection to the Development and surrounding properties. The City has an obligation to protect its water resources by punishing any improper or illegal use as allowed by state law or city code.
5. **Maintenance and/or Repair:** For the purposes of this Agreement, the terms maintenance or repair are defined to include any work required to keep the Infrastructure located on the Development performing its designed functions and in good working condition in accordance with manufacturer’s recommendations, where such recommendations are applicable. Each Party, at its sole cost and expense, shall be responsible for completing any maintenance work required on all Infrastructure owned by that Party. The Parties shall perform such maintenance according to the following additional requirements:

a. **Culinary Water:**

- i. The Developer shall pay for all costs associated with repairs for water infrastructure owned by the Developer or damage caused by Developer.
- ii. Suspected Leak or Pipe Breakage. If the Developer or the City suspects a leak or defect in the water infrastructure owned by the Developer, the Developer agrees to repair said defect according to their responsibilities.
 1. Time Frame for Repair. Repair shall be completed within two (2) business days.
 2. Non-Emergency. In the event that such repair will require additional time, the Developer agrees to provide the City with a written plan for repair.
 3. Emergency. In the event of a major leak or a leak with the potential to cause damage to surrounding property, the responsible Party shall act immediately and notify the other Party within twenty-four (24) hours.
 4. Enforcement. The City is hereby authorized to shut off water service to the Development for any non-compliance with the repair of leaks or pipe breakage, after reasonable notice has been provided depending on the nature and magnitude of the leak or breakage.

b. **Sewer:**

- i. The Developer agrees to provide access to all sewer manholes for inspection and cleaning by the City. Such access shall be a minimum of 15' wide with a roadway surface of sufficient integrity to support access by a vacuum truck. Developer agrees to maintain all access roadways.
- ii. The City agrees to inspect and clean the sewer infrastructure it owns as often as is necessary to keep it in good working order
- iii. Groundwater shall not be pumped or drained into sewer collection system either directly or indirectly.

c. **Storm Drain / Storm Water:** The City is authorized and required to regulate and control the disposition of storm and surface waters within the Small Municipal Separate Storm Sewer System, also known as the South Weber City Storm Drain System, ("Small MS4"), as set forth in the South Weber City Storm Water Ordinance, as amended, adopted pursuant to the Utah Water Quality Act, as set forth in *Utah Code Ann.* §§ 19-5- 101, *et seq.*, as amended ("Act").

- i. Annual Inspection and Maintenance Report Required: The Developer shall, at its sole cost and expense, inspect all their storm drain facilities and submit an inspection report and certification to the City annually. The annual inspection shall cover all aspects of the Storm Water Facilities, including, but not limited to, the parking lots, structural improvements (*e.g.*, grates, piping, catch basins, manholes, and underground detention basin systems), berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The

report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by June 30th of each year and shall be on forms acceptable to the City. Inspections shall be performed by qualified personnel.

- ii. City Oversight Inspection Authority: The Developer hereby grants permission to the City, its authorized agents, or employees, to enter upon the Development and to inspect the Storm Water Facilities upon reasonable notice to the Developer or other on-site operator. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Storm Water Facilities are being adequately operated and maintained to meet the intent of the design, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and manufacturer's recommendations, where applicable.
- iii. Notice of Deficiencies: If the City finds that the Storm Water Facilities contain any defects or are not being maintained adequately, the City shall send Developer written notice of the defects or deficiencies and provide Developer with a reasonable time, but not less than thirty (30) days, to cure such defects or deficiencies. Such notice shall be confirmed delivery to the Developer or sent certified mail to the Developer at the address listed in Section 12 of this Agreement.
 - 1. In the event the Developer fails to adequately maintain the Storm Water Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided in the above paragraph and failure to cure, then the City shall send a second notice to the Developer. Upon Developer's failure to cure or correct within thirty (30) days following the second notice, the City may issue a Citation punishable as a Misdemeanor in addition to any State or EPA fine.
 - 2. Upon the expiration of the thirty (30) days following the second notice, if the Developer fails to cure defects or deficiencies, the City shall have the authority to perform, or have performed, the necessary maintenance or corrective actions. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Storm Water Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in addition to and not in lieu of any and all equitable remedies available to the City as provided by law for Developer's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

d. Landscaping:

- i. Developer shall maintain all landscaping on the Property so as not to create a risk of a natural or manmade fire, not to obstruct Roadway traffic or signs, and not to attract nuisance wildlife (e.g., rats, mice, lizards, snakes, insects, and spiders).
 - ii. Developer is responsible for maintaining all landscaping within the Development with secondary water, provided by Weber Basin Water Conservancy District and South Weber Water Improvement District. Culinary water will not be allowed to be used for landscaping irrigation purposes.
 - iii. Developer is responsible for maintaining all landscaping within the ROW (including parkstrip) along their property frontage and the DWC frontage.
 - iv. City shall monitor the landscaping and enforce violations as outlined in City Code Title 1 Administration, Chapter 10 Administrative Code Enforcement.
 - e. **Recovery of Costs:** In the event the City, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or for labor, use of equipment, supplies, materials, and the like related to correction of leaks, defects or deficiencies caused by Developer or pertaining to Infrastructure owned by Developer, the Developer shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Developer shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments. City reserves the right to file a lien on the Property in the event of non-payment.
6. **Replacement:** For the purposes of this Agreement, Replacement shall be defined as any work associated with the removal and/or replacement of any portion of the on-site water, sewer, storm drain / storm water, or landscaping facility or appurtenance associated with the Development as shown in **Exhibit "B."** Costs associated with removal and/or replacement shall be borne solely by the owner of the facility as defined in Section 3 above.
7. **Limitations:** Except as outlined by this Agreement or by agreement separate from this, neither Party assumes any responsibility to inspect, install, operate or otherwise maintain the other Party's facilities. Further, this Agreement does not impose on either Party any duty, fees, inspections, or any other types of activity outside the scope of this Agreement.
8. **Successors and Assigns:**
- a. **Binding Effect:** This Agreement shall be binding upon the successors and assigns of the Parties.

- b. **Assignment:** Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any other Party, individual, or entity without assigning the rights as well as responsibilities under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld. Any such request for assignment shall be made in writing, and written consent of the City evidenced.
9. **Default:** In the event either Party fails to perform its obligations hereunder or to comply with the terms and commitments hereof, within thirty (30) days after having been given written notice of default from the other Party, the non-defaulting Party may, at its election, have the following remedies, which shall be cumulative:
- a. All rights and remedies available at law and in equity, including but not limited to injunctive relief, specific performance, and/or damages;
 - b. To cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and
 - c. The right to withhold all further approvals, licenses, permits, or other rights associated with any activity or development described in this Agreement until such default is cured.
10. **Insolvency:** Insolvency, bankruptcy, or any voluntary or involuntary assignment by any Party for the benefit of creditors, which action is unresolved for a period of one hundred and eighty (180) days, shall be deemed to be a default by such Party under this Agreement.
11. **Court Costs and Attorney's Fees:** In the event of any legal action or defense between the Parties arising out of or related to this Agreement or any of the documents provided for herein, the prevailing Party or Parties shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their costs and reasonable attorneys' fees.
12. **Notices:** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom the intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such Party at:

Developer: South Weber LLC
25000 Assembly Park
Wixom, MI 48393

City: South Weber City Attn: City Manager
1600 E. South Weber Drive
South Weber, UT 84405

Any Party may change its address or notice by giving written notice to the other Party in accordance with the provisions of this section.

13. General Terms and Conditions:

- a. **Amendments:** Any alterations or change to this Agreement shall be made only after complying with any applicable notice and hearing provisions of MLUDMA and applicable provisions of City Laws.
- b. **Term and Renewal:** Notwithstanding anything to the contrary in this Agreement, the obligations set forth in the Agreement shall remain in effect without limitation as to time.
- c. **Agreement to Run with the Land:** This Agreement shall be recorded in the office of the Davis County Recorder against the Development and is intended to and shall be deemed to run with the land and shall be binding on and inure to the benefits of the Parties hereto and their respective successors and assigns. This Agreement shall be constructed in accordance with the City Laws. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Davis County, Utah.
- d. **Legal Representation:** Each of the Parties hereto acknowledge that they each have been represented by legal counsel in negotiating this Agreement and that no Party shall have been deemed to have been the drafter of this Agreement.
- e. **Non-Liability of City Officials:** No officer, representative, agent, or employee of the City shall be personally liable to any other Party hereto or any successor in interest or assignee of such Party in the event of any default or breach by the defaulting Party, or for any amount which may become due the non-defaulting Party, its successors or assigns, or for any obligation arising under the terms of this Agreement.
- f. **Entire Agreement.** This Agreement, together with the exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and superseded all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.
- g. **No-Third Party Rights:** The obligations of the Parties are set forth in this Agreement shall not create any rights in or obligations to any person or parties other than the Parties named herein. The Parties alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.
- h. **Force Majeure:** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes thereof, acts of nature, government restrictions, regulations or controls, judicial orders, enemy or hostile government actions, war, civil commotions, fire, floods, earthquakes or other casualties or other causes beyond the reasonable control of the Party obligated to

perform hereunder, shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage. Any Party seeking relief under the provisions of this paragraph must have noticed the other Party in writing of a force majeure event within thirty (30) days following occurrence of the claimed force majeure event.

- i. **Severability:** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
- j. **Waiver:** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provisions regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.
- k. **Governing Law:** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.
- l. **Exhibits:** Any exhibit to this Agreement is incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit.

[Signatures to follow]

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

“Developer”
DEER RUN INVESTMENTS LLC

By: _____

Title: _____

State of Utah)
) ss.
County of Davis)

On this _____ day of _____ 2023, personally appeared before me, _____, the signer of the foregoing instrument, who duly acknowledged that he/she is the _____ of Deer Run Investments LLC by Authority of its Bylaws or Resolution of its Board of Directors, and said _____ acknowledged to me said Limited Liability Company executed the same.

WITNESS by hand and official seal the day and year of this certificate first above written.

NOTARY PUBLIC
Commission Expires:

[Further signatures and acknowledgements to follow]

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

“City”
SOUTH WEBER CITY, a Utah municipal corporation

By: _____

Title: _____

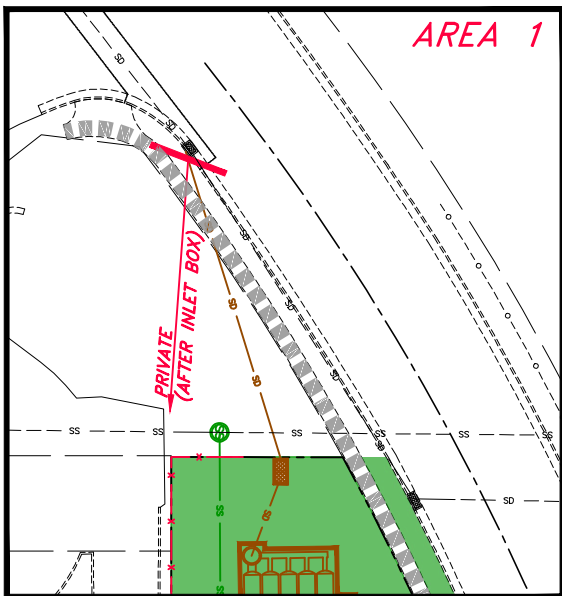
State of Utah)
) ss.
County of Davis)

On this _____ day of _____ 2023, personally appeared before me, _____, the signer of the foregoing instrument, who duly acknowledged that he/she is the _____ of South Weber City, a Utah municipal corporation, and said _____ acknowledged to me he/she is duly authorized and said City executed the same.

WITNESS by hand and official seal the day and year of this certificate first above written.

NOTARY PUBLIC
Commission Expires:

AREA 1



7800 SOUTH

SEE AREA 1
(THIS SHEET)

JA
SCALE:
1" = 120'

2600 EAST

2700 EAST

DEER RUN DR

UTILITY LEGEND PRIVATE OWNERSHIP:

- SS — EXISTING SEWER (SWC)
- SS — PROPOSED SEWER (SWC)
- W — EXISTING CULINARY WATER (SWC)
- W — PROPOSED CULINARY WATER (SWC)
- SD — EXISTING STORM DRAIN (SWC)
- SD — PROPOSED STORM DRAIN (PRIVATE)
- x x x — EXISTING FENCE (DAVIS & WEBER CANAL COMPANY)
- x x x — PROPOSED FENCE (PRIVATE)
- — — — — EXISTING SIDEWALK (SWC)
- — — — — PROPOSED SIDEWALK (PRIVATE)
- — — — — PROPOSED LANDSCAPING (PRIVATE)



CONSULTING ENGINEERS

6080 Fashion Point Drive South Ogden, Utah 84403

(801) 476-9767 www.jonescivil.com

OWNERSHIP AND MAINTENANCE AGREEMENT

OVERALL OWNERSHIP EXHIBIT

EXHIBIT B

SHEET:

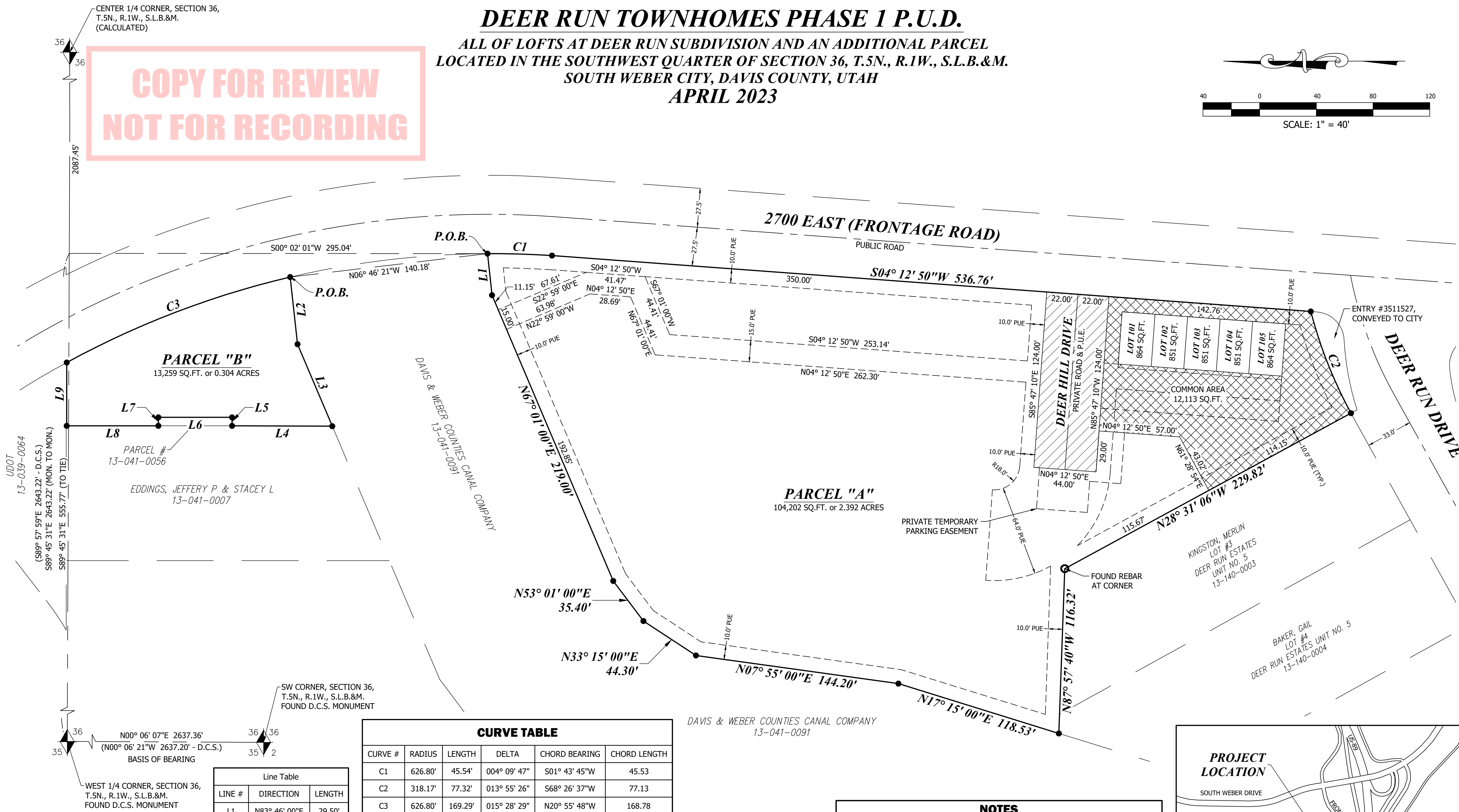
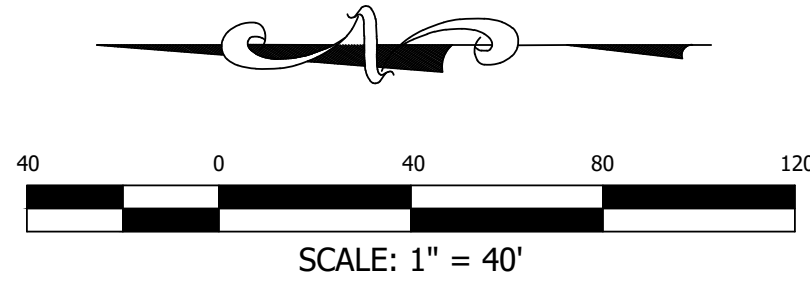
1

OF 1 SHEETS

0

DEER RUN TOWNHOMES PHASE 1 P.U.D.
ALL OF LOFTS AT DEER RUN SUBDIVISION AND AN ADDITIONAL PARCEL
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, T.5N., R.1W., S.L.B.&M.
SOUTH WEBER CITY, DAVIS COUNTY, UTAH
APRIL 2023

COPY FOR REVIEW
NOT FOR RECORDING



DEVELOPER
DEER RUN INVESTMENTS, LLC
JOSEPH COOK
P.O. BOX 1451
BOUNTIFUL, UTAH 84011
801-330-7713
sunsetbuilders11@gmail.com

Line Table		
LINE #	DIRECTION	LENGTH
L1	N83° 46' 00"E	29.50'
L2	S83° 46' 00"W	47.65'
L3	S67° 01' 00"W	62.83'
L4	N00° 11' 51"E	70.70'
L5	N90° 00' 00"E	6.00'
L6	N00° 00' 00"E	52.00'
L7	S90° 00' 00"W	6.00'
L8	N00° 00' 00"E	64.67'
L9	S89° 58' 06"E	44.68'

UTILITY APPROVAL

DOMINION ENERGY _____ DATE: _____

ROCKY MOUNTAIN POWER: _____ DATE: _____

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	626.80'	45.54'	004° 09' 47"	S01° 43' 45"W	45.53
C2	318.17'	77.32'	013° 55' 26"	S68° 26' 37"W	77.13
C3	626.80'	169.29'	015° 28' 29"	N20° 55' 48"W	168.78

LEGEND

PROPERTY LINE _____

LOT LINE _____

ADJACENT PROPERTY _____

ROAD CENTERLINE _____

SECTION LINE _____

TIE TO MONUMENT _____

EASEMENT LINE _____

RECORD CALLS ()

TO BE SET 5/8" REBAR WITH "ENTELLUS" CAP, AT CORNER (UNLESS OTHERWISE NOTED) ●

FOUND PROPERTY MARKER (AS NOTED) ○

AREA TABULATION	
PARCEL "A"	104,202 SQ.FT.
PARCEL "B"	13,259 SQ.FT.
PRIVATE ROAD WITH P.U.E.	5,456 SQ.FT.
PRIVATE LOTS	4,281 SQ.FT.
OPEN SPACE	12,113 SQ.FT.

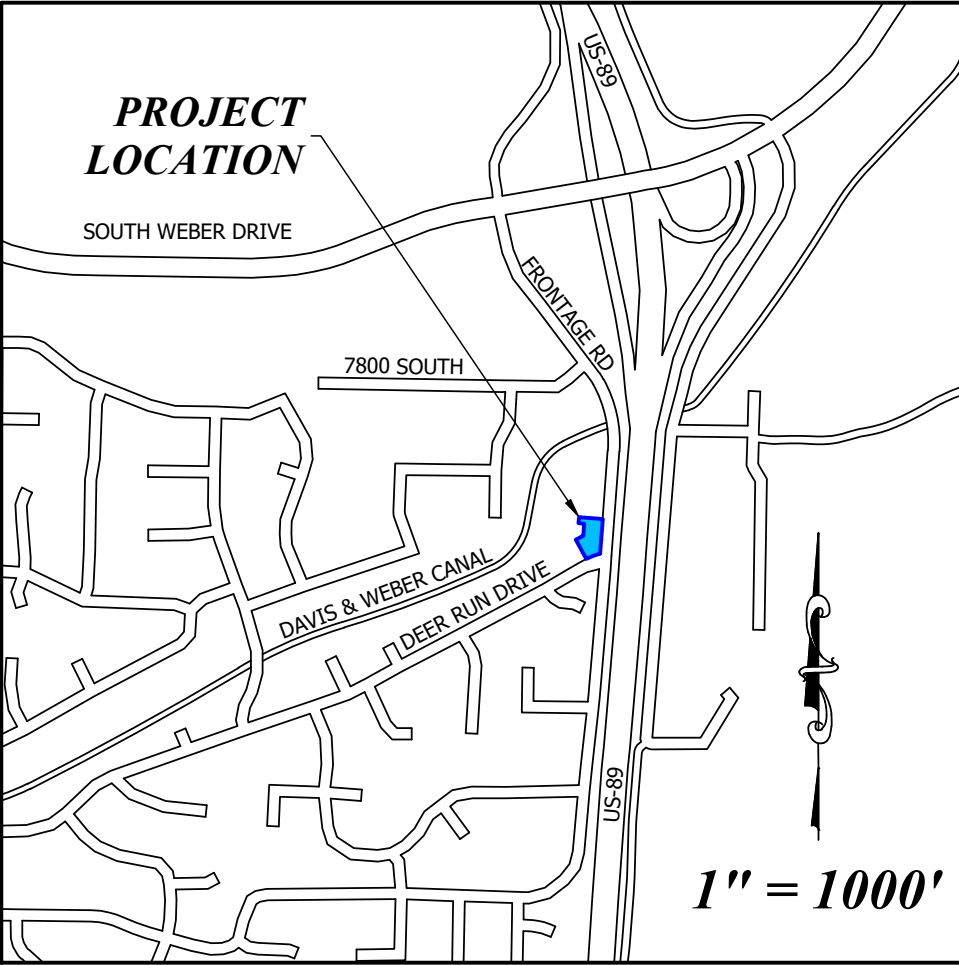
PROPERTY LEGEND

PRIVATE ROAD

COMMON AREA

PRIVATE LOT

- NOTES**
- THE BASIS OF BEARINGS IS NORTH 00°06'07" EAST 2637.36 FEET FROM THE SOUTHWEST CORNER TO THE WEST QUARTER CORNER OF SAID SECTION 36. THE DAVIS COUNTY SURVEYOR'S MEASURED GROUND COURSE (D.C.S.) IS NORTH 00°06'21" WEST 2637.20 FEET.
 - THE STATE PLANE BEARING ALONG THE BASIS OF BEARINGS IS NORTH 00°14'31" EAST (D.C.S.) CALCULATED WITH NAD83 STATE PLANE COORDINATES IN THE UTAH NORTH ZONE.
 - PARCEL "A" IS A PRIVATE LOT RESERVED FOR FUTURE DEVELOPMENT.
 - PARCEL "B" AND OTHER OPEN SPACE ARE COMMON AREAS MANAGED BY THE HOA.
 - ALL OF PARCEL "B" IS ALSO A PUBLIC DRAINAGE EASEMENT.
 - DEER HILL DRIVE IS A PUBLIC UTILITY EASEMENT (P.U.E.).
 - COMMON DRIVEWAYS AND PRIVATE ROADS ARE ALSO FIRE ACCESS EASEMENTS.
 - THE TEMPORARY PARKING EASEMENT WITH IN PARCEL "A" IS DEDICATED AS A NON-EXCLUSIVE, TEMPORARY EASEMENT FOR PARKING WITHIN THIS DEVELOPMENT, TO BE VACATED IN A FUTURE PHASE AT SUCH TIME THAT DEER HILL DRIVE IS EXTENDED.
 - SEE SHEET 2 FOR DETAILED DIMENSIONS OF THE LOTS, PRIVATE ROAD, AND COMMON AREA IN THE SOUTHERLY PORTION OF THE SUBDIVISION.
 - PART OF LOT 1, LOFTS AT DEER RUN, WAS CONVEYED TO SOUTH WEBER CITY OVER DEER RUN DRIVE AS ENTRY #3511527, DAVIS COUNTY RECORDER. THIS PORTION OF LOT 1 HAD BEEN DEDICATED TO THE CITY AS PART OF DEER RUN ESTATES UNIT #5 SUBDIVISION AND WAS DEDICATED IN ERROR ON THE LOFTS OF DEER RUN PLAT.



SHEET 1 OF 2

SURVEYOR'S CERTIFICATE

I, JEREMIAH R. CUNNINGHAM, A PROFESSIONAL LAND SURVEYOR, CERTIFY THAT I HOLD CERTIFICATE NO. 9182497 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT, THAT AN ACCURATE SURVEY OF THE PROPERTY DESCRIBED HEREON HAS BEEN COMPLETED, IN ACCORDANCE WITH UTAH CODE SECTION 17-23-17, AND THAT I HAVE VERIFIED ALL MEASUREMENTS. I CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE PLACED MONUMENTS ON THE GROUND, AS REPRESENTED ON THIS PLAT, AND THAT THE PROPERTY SHOWN ON THIS PLAT AND DESCRIBED HERewith SHALL BE SUBDIVIDED INTO LOTS HEREAFTER TO BE KNOWN AS DEER RUN TOWNHOMES PHASE 1 P.U.D.

COPY FOR REVIEW

JEREMIAH R. CUNNINGHAM UT#9182497

BOUNDARY DESCRIPTION

PART OF LOT 1 AND ALL OF PARCEL "A", LOFTS AT DEER RUN (ENTRY #3487887, DAVIS COUNTY RECORDER [D.C.R.]), AND AN ADDITIONAL PARCEL, LOCATED IN THE WEST HALF OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE DAVIS AND WEBER CANAL, AND THE WEST RIGHT-OF-WAY LINE OF 2700 EAST STREET, SAID POINT BEING SOUTH 89°45'31" EAST 555.77 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 00°02'01" WEST 295.04 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 36, AND RUNNING THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTHERLY 45.54 FEET ALONG THE ARC OF A 626.80-FOOT-RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE EQUALS 04°09'47" CHORD BEARS SOUTH 01°43'45" WEST 45.53 FEET); (2) SOUTH 04°12'50" WEST 536.76 FEET TO THE NORTH RIGHT-OF-WAY LINE OF DEER RUN DRIVE; THENCE SOUTHWESTERLY 77.32 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG A NON-TANGENT, 318.165-FOOT-RADIUS CURVE TO THE LEFT (CENTRAL ANGLE EQUALS 13°55'26" AND CHORD BEARS SOUTH 68°26'37" WEST 77.13 FEET) TO THE EAST LINE OF LOT 3, DEER RUN ESTATES UNIT NO. 5 SUBDIVISION (ENTRY #726472, D.C.R.); THENCE NORTH 28°31'06" WEST 229.82 FEET ALONG THE EAST LOT LINE TO THE NORTHEAST CORNER OF SAID LOT 3, MARKED BY A REBAR WITH NO CAP; THENCE NORTH 87°57'40" WEST 116.32 FEET ALONG THE NORTH LINE OF SAID DEER RUN ESTATES UNIT NO. 5 SUBDIVISION TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CANAL; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES: (1) NORTH 17°15'00" EAST 118.53 FEET; (2) NORTH 07°55'00" EAST 144.20 FEET; (3) NORTH 33°15'00" EAST 44.30 FEET; (4) NORTH 53°01'00" EAST 35.40 FEET; (5) NORTH 67°01'00" EAST 219.00 FEET; (6) NORTH 83°46'00" EAST 29.50 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE FRONTAGE ROAD AND TO THE POINT OF BEGINNING.

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE DAVIS AND WEBER CANAL, AND THE WEST RIGHT-OF-WAY LINE OF 2700 EAST STREET, SAID POINT BEING SOUTH 89°45'31" EAST 555.77 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 00°02'01" WEST 295.04 FEET AND NORTH 06°46'21" WEST 140.18 FEET FROM SAID WEST QUARTER CORNER OF SECTION 36 AND RUNNING THENCE SOUTH 83°46'00" WEST (SOUTH 83°21'47" WEST, BY RECORD) 47.65 FEET ALONG SAID NORTHERLY LINE; THENCE SOUTH 67°01'00" WEST 62.83 FEET (SOUTH 66°36'47" WEST 63.92 FEET, BY RECORD) ALONG SAID NORTHERLY LINE; THENCE NORTH 00°11'51" EAST 70.70 FEET (NORTH 71.41 FEET, BY RECORD); THENCE NORTH 90°00'00" EAST 6.00 FEET; THENCE NORTH 00°00'00" EAST 52.00 FEET; THENCE SOUTH 90°00'00" WEST 6.00 FEET; THENCE NORTH 00°00'00" EAST 64.67 FEET; THENCE SOUTH 89°58'06" EAST 44.68 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID FRONTAGE ROAD; THENCE SOUTHEASTERLY 169.29 FEET ALONG SAID WEST RIGHT-OF-WAY LINE AND ALONG THE ARC OF A NON-TANGENT, 626.80-FOOT-RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE EQUALS 15°28'29" AND CHORD BEARS SOUTH 20°55'48" EAST 168.78 FEET) TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE DAVIS AND WEBER CANAL AND TO THE POINT OF BEGINNING.

WHOLE PARCEL CONTAINS 3.198 ACRES.

OWNER'S DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE DEDICATED AS PRIVATE LOTS, PRIVATE ROADS, COMMON AREA, AND EASEMENTS. HEREAFTER TO BE KNOWN AS DEER RUN TOWNHOMES PHASE 1 P.U.D., DO HEREBY DEDICATE FOR PUBLIC ACCESS, ALL EASEMENTS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC ACCESS, AND DO DEDICATE ALL OTHER EASEMENTS SHOWN HEREON AS GENERAL UTILITY EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AS MAY BE AUTHORIZED BY SOUTH WEBER CITY, SIGNED THIS ____ DAY OF _____, 2023.

JOSEPH M. COOK - MANAGER
DEER RUN INVESTMENTS, LLC

L.L.C. ACKNOWLEDGMENT

ON THIS ____ DAY OF _____, 20____, THERE PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, JOSEPH M. COOK, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS A MEMBER OF THE DEER RUN INVESTMENTS, 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: _____

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO CONSOLIDATE PROPERTIES INTO PRIVATE LOTS, A PRIVATE ROAD, AND OPEN SPACE. PARCEL "A" IS A PRIVATE LOT RESERVED FOR FUTURE DEVELOPMENT. THE BASIS OF BEARING IS SET ALONG THE SECTION LINE MONUMENTS, AS SHOWN. BEARINGS ALONG THE SECTION LINE WERE ROTATED FROM THE D.C.S. BASIS TO MATCH BEARINGS AND CORNER MARKERS THAT WERE SET PREVIOUSLY FOR THIS PARCEL AS PART OF A SURVEY BY GREAT BASIN ENGINEERING.

1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com

PROJ# 1025006.1 04/03/2023 LKM
04/24/2023 DEW

SOUTH WEBER CITY COUNCIL

PRESENTED TO THE SOUTH WEBER CITY COUNCIL THIS THE ____ DAY OF _____, 2023 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

SOUTH WEBER CITY MAYOR

CITY RECORDER

SOUTH WEBER CITY PLANNING COMMISSION

APPROVED BY THE SOUTH WEBER CITY PLANNING COMMISSION ON THIS THE ____ DAY OF _____, 2023.

CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

SOUTH WEBER CITY ENGINEER

I 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

SOUTH WEBER CITY ATTORNEY'S OFFICE

APPROVED BY THE SOUTH WEBER CITY ATTORNEY THIS THE ____ DAY OF _____, 2023.

SOUTH WEBER CITY ATTORNEY

DAVIS COUNTY RECORDER

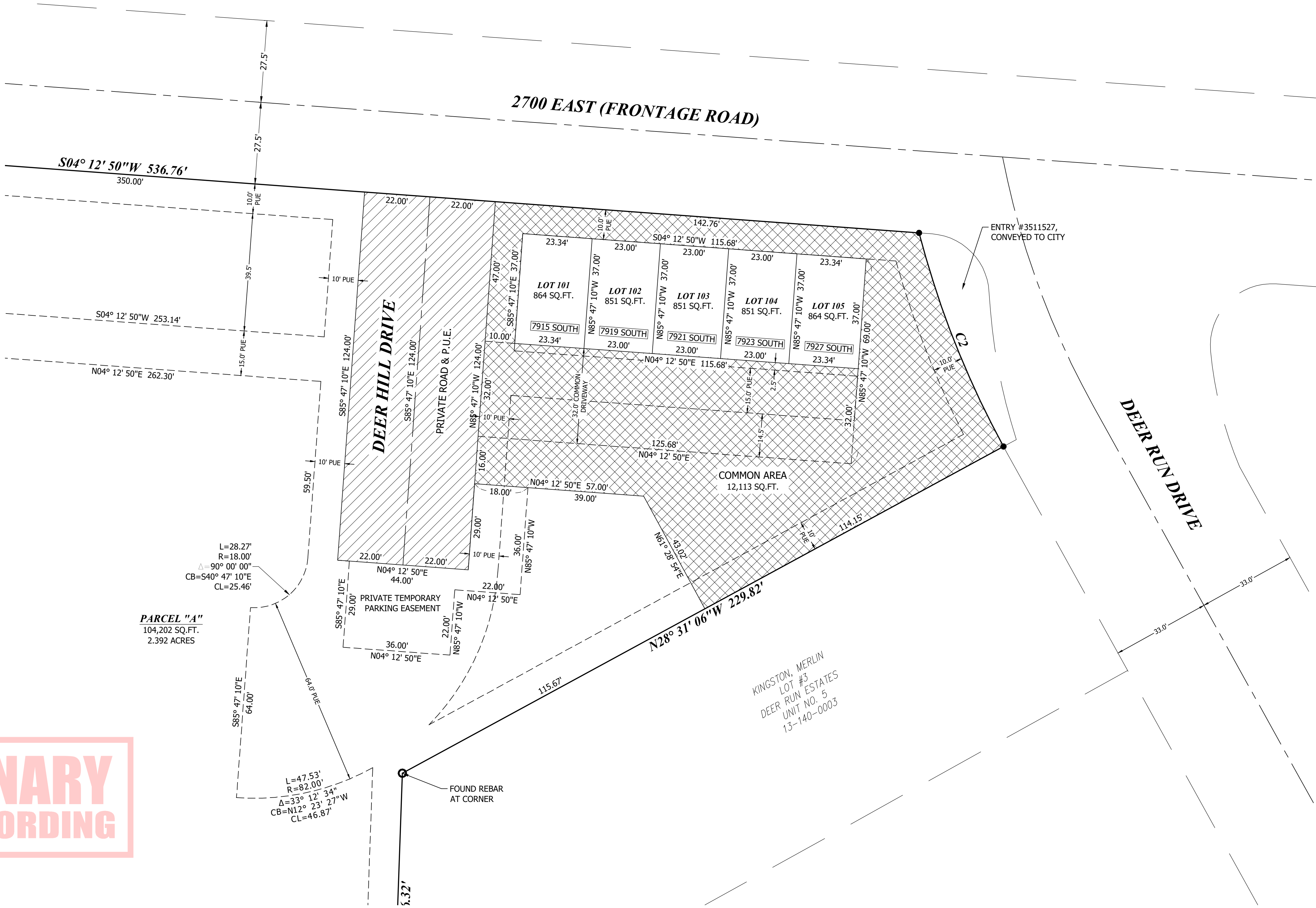
ENTRY NO. _____ FEE PAID _____ FILED FOR
RECORD AND RECORDED THIS ____ DAY OF _____, 20____, AT _____ IN BOOK
PAGE _____, COUNTY RECORDER _____.
BY _____
DEPUTY

DEER RUN TOWNHOMES PHASE 1 PUD
ALL OF LOFTS AT DEER RUN SUBDIVISION AND AN ADDITIONAL PARCEL
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, T.5N., R.1W., S.L.B.&M.
SOUTH WEBER CITY, DAVIS COUNTY, UTAH
APRIL 2023



PRELIMINARY

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C2	318.17'	77.32'	013° 55' 26"	S68° 26' 37"W	77.13

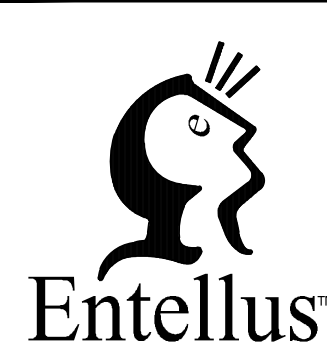


PROPERTY LEGEND	
	PRIVATE ROAD
	COMMON AREA
	PRIVATE LOT

LEGEND	
PROPERTY LINE	_____
LOT LINE	_____
ADJACENT PROPERTY	_____
ROAD CENTERLINE	_____
SECTION LINE	_____
TIE TO MONUMENT	_____
EASEMENT LINE	_____
RECORD CALLS ()	
TO BE SET 5/8" REBAR WITH "ENTELLUS" CAP, AT CORNER (UNLESS OTHERWISE NOTED)	●
FOUND PROPERTY MARKER (AS NOTED)	○

SHEET 2 OF 2

PRELIMINARY
NOT FOR RECORDING



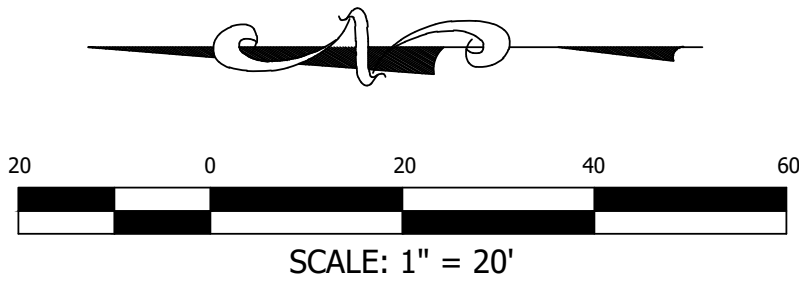
1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com

PROJ# 1025006.1 04/03/2023 LKM
04/25/2023 DEW

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____ FILED FOR
RECORD AND RECORDED THIS ____ DAY OF _____, 20____, AT _____ IN BOOK
PAGE _____, COUNTY RECORDER _____
BY _____
DEPUTY

DEER RUN TOWNHOMES PHASE 2 PUD
ALL OF PARCEL "A" OF DEER RUN TOWNHOMES PHASE 1 PUD
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, T.5N., R.1W., S.L.B.&M.
SOUTH WEBER CITY, DAVIS COUNTY, UTAH
APRIL 2023



COPY FOR REVIEW

COPY FOR REVIEW
NOT FOR RECORDING



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S04° 12' 50"W	44.00'
L2	S85° 47' 10"E	29.00'
L3	S04° 12' 50"W	57.00'
L4	S61° 28' 54"W	43.02'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C2	18.00'	28.27'	090° 00' 00"	N40° 47' 10"W	25.46
C3	82.00'	47.53'	033° 12' 34"	S12° 23' 27"E	46.87
C4	82.00'	57.48'	040° 09' 53"	S65° 42' 14"E	56.31

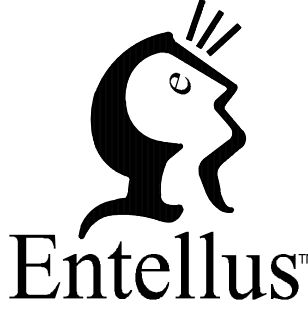
PROPERTY LEGEND	
	PRIVATE ROAD
	COMMON AREA
	PRIVATE LOT

LEGEND	
PROPERTY LINE	_____
ADJACENT PROPERTY	_____
ROAD CENTERLINE	- - - - -
SECTION LINE	_____
TIE TO MONUMENT	- - - - -
EASEMENT LINE	- - - - -
EDGE OF PAVEMENT	_____
CURB, GUTTER, SIDEWALK	- - - - -
CHAIN LINK FENCE LINE	_____
WALL	
RECORD CALLS	()
TO BE SET 5/8" REBAR WITH "ENTELLUS" CAP, AT CORNER (UNLESS OTHERWISE NOTED)	●
FOUND PROPERTY MARKER (AS NOTED)	○

SHEET 2 OF 2

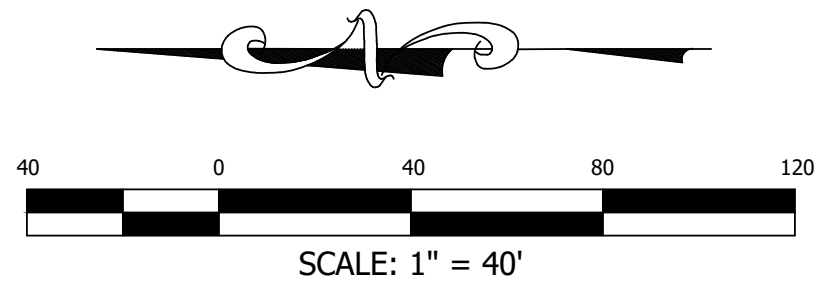
DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____ FILED FOR
RECORD AND RECORDED THIS ____ DAY OF _____, 20____, AT _____ IN BOOK
PAGE _____, COUNTY RECORDER _____
BY _____
DEPUTY



1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com

PROJ# 1025006.1 04/03/2023 LKM
04/25/2023 DEW



I, JEREMIAH R. CUNNINGHAM, A PROFESSIONAL LAND SURVEYOR, CERTIFY THAT I HOLD CERTIFICATE NO. 918249 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT, THAT AN ACCURATE SURVEY OF THE PROPERTY DESCRIBED HEREON HAS BEEN COMPLETED, IN ACCORDANCE WITH UTAH CODE SECTION 17-23-17, AND THAT I HAVE VERIFIED ALL MEASUREMENTS. I CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE PLACED MONUMENTS ON THE GROUND, AS REPRESENTED ON THIS PLAN, AND THAT THE PROPERTY SHOWN ON THIS PLAN AND DESCRIBED HEREWITH SHALL BE SUBDIVIDED INTO LOTS HEREAFTER TO BE KNOWN AS DEER RUN TOWNHOMES PHASE 3 P.U.D.

JEREMIAH R CUNNINGHAM UT#9182497

ALL OF PARCEL "A", DEER RUN TOWNHOMES PHASE 2 SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, DAVIS COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE DAVIS AND WEBER CANAL AND THE WEST RIGHT-OF-WAY LINE OF 2700 EAST STREET, SAID POINT BEING SOUTH 89°45'31" EAST 555.77 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 00°02'01" WEST 295.04 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 36, AND RUNNING THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTHERLY 45.54 FEET ALONG THE ARC OF A 626.80-FOOT-RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE MEASURES 04°09'47" CHORD BEARS SOUTH 01°43'34" WEST 45.53 FEET); (2) SOUTH 04°12'50" WEST 242.32 FEET; THENCE NORTH 85°47'10" WEST 124.00 FEET; THENCE SOUTH 04°12'50" WEST 151.68 FEET; THENCE SOUTH 85°47'10" EAST 29.00 FEET; THENCE SOUTH 04°12'50" WEST 57.00 FEET; THENCE SOUTH 01°28'54" WEST 43.02 FEET TO THE EAST LINE OF LOT 3, DEER RUN ESTATES UNIT NO. 5 SUBDIVISION (ENTRY #726472, DAVIS COUNTY RECORDER); THENCE NORTH 28°31'06" WEST 115.67 FEET ALONG THE EAST LOT LINE TO THE NORTHEAST CORNER OF SAID LOT 3, MARKED BY A REBAR WITH NO CAP; THENCE NORTH 87°57'40" WEST 116.32 FEET ALONG THE NORTH LINE OF SAID DEER RUN ESTATES UNIT NO. 5 SUBDIVISION TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CANAL THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES:

(1) NORTH 17°15'00" EAST 118.53 FEET; (2) NORTH 07°55'00" EAST 144.20 FEET; (3) NORTH 33°15'00" EAST 44.30 FEET; (4) NORTH 53°01'00" EAST 35.40 FEET; (5) NORTH 67°01'00" EAST 219.00 FEET; (6) NORTH 83°46'00" EAST 29.50 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE FRONTAGE ROAD AND TO THE POINT OF BEGINNING.

CONTAINING 2.086 ACRES.

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE DEDICATED AS PRIVATE LOTS, COMMON AREA, A PRIVATE ROAD, AND EASEMENTS, HEREAFTER TO BE KNOWN AS DEER RUN TOWNHOMES PHASE 3 P.U.D., DO HEREBY DEDICATE FOR PUBLIC ACCESS ALL EASEMENTS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC ACCESS, AND DO DEDICATE ALL OTHER EASEMENTS SHOWN HEREON AS GENERAL UTILITY EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AS MAY BE AUTHORIZED BY SOUTHWEST CITY.

SIGNED THIS _____ DAY OF _____, 2023.

JOSEPH M. COOK - MANAGER
DEER RUN INVESTMENTS, LLC

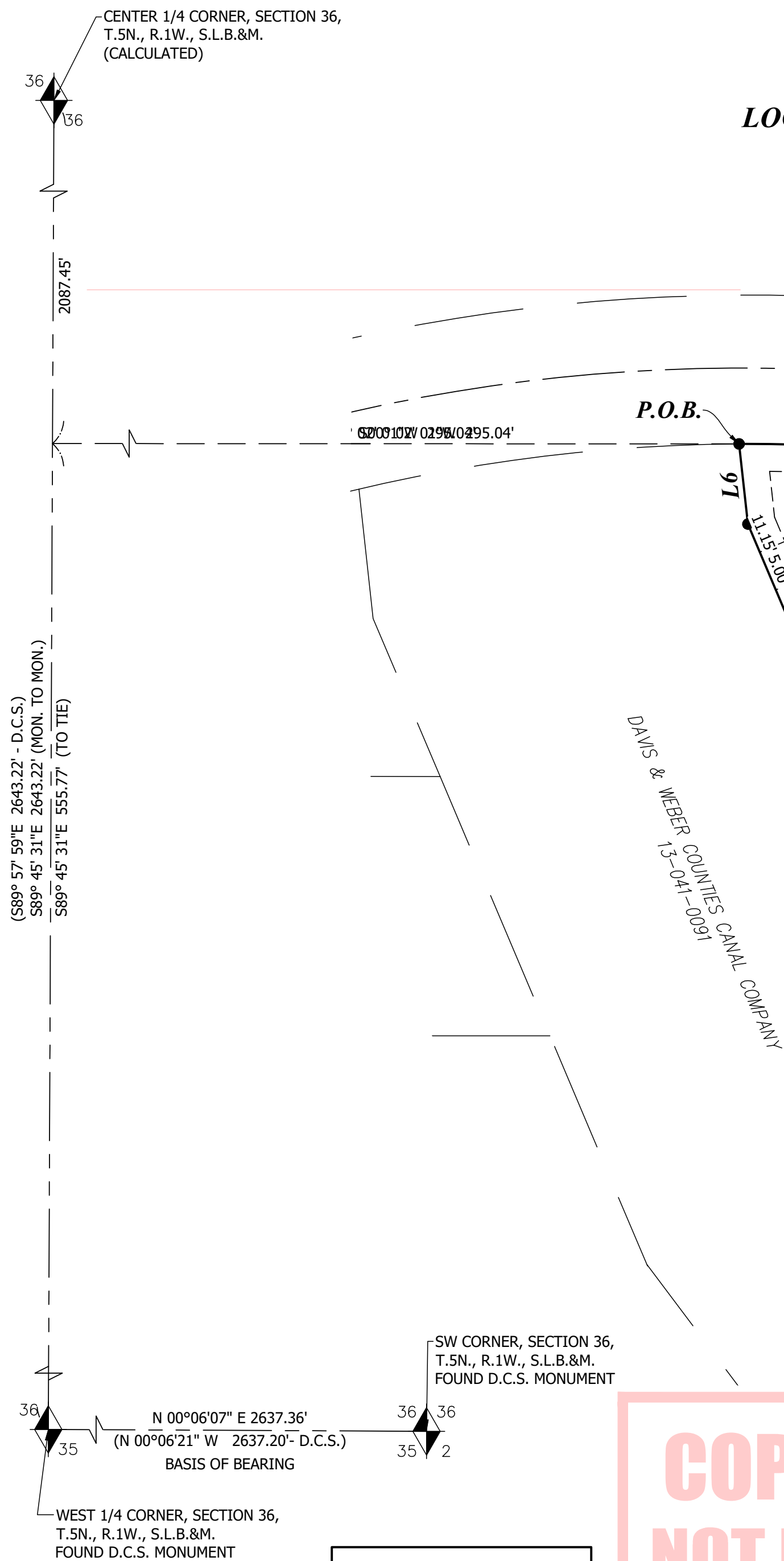
ON THIS _____ DAY OF _____, 20____, THERE PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, JOSEPH M. COOK , WHO BEING BY ME DULY SWORN DID SAY THAT HE IS A MEMBER OF THE DEER RUN INVESTMENTS, L.L.C., AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID L.L.C. BY A RESOLUTION OF ITS MEMBERS AND ACKNOWLEDGED TO ME THAT SAID L.L.C. EXECUTED THE SAME.

NOTARY PUBLIC: _____

RESIDENCE: _____

MY COMMISSION EXPIRES: _____

THE PURPOSE OF THIS PLAT IS TO DIVIDE PARCEL "A" OF THE PRIOR SUBDIVISION PHASE INTO PRIVATE LOTS, A ROAD, AND COMMON AREA. PARCEL "A" ON THIS PLAT IS A PRIVATE LOT RESERVED FOR FUTURE DEVELOPMENT. THE BASIS OF BEARING IS SET ALONG THE SECTION LINE MONUMENTS, AS SHOWN. BEARINGS ALONG THE SECTION LINE WERE ROTATED FROM THE D.C.S. GROUND COORDINATE BASIS TO MATCH BEARINGS AND CORNER MARKERS THAT WERE SET PREVIOUSLY FOR THIS PARCEL AS PART OF A SURVEY BY GREAT BASIN ENGINEERING.



**COPY FOR REVIEW
NOT FOR RECORDING**

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S85° 47' 10"E	29.01
L2	S04° 12' 50"W	57.00
L3	S61° 28' 54"W	43.01
L4	N33° 15' 00"E	44.31
L5	N53° 01' 00"E	35.41
L6	N83° 46' 00"E	29.51
L7	S85° 47' 10"E	38.77

DEER RUN INVESTMENTS, LLC
JOSEPH COOK
P.O. BOX 1451
BOUNTIFUL, UTAH 84011
801-330-7713

DOMINION ENERGY _____ DATE: _____

ROCKY MOUNTAIN POWER: _____ DATE: _____

PROPERTY LINE _____

LOT LINE _____

ADJACENT PROPERTY _____

ROAD CENTERLINE _____

SECTION LINE _____

TIE TO MONUMENT _____

EASEMENT LINE - - - - -

RECORD CALLS ()

- TO BE SET 5/8" REBAR WITH "ENTELLUS" CAP, AT CORNER
(UNLESS OTHERWISE NOTED)

FOUND PROPERTY MARKER ○
(AS NOTED)

PARCEL "A"	68,740 SQ.FT.
PRIVATE ROAD WITH P.U.E.	6,966 SQ.FT.
PRIVATE LOTS	6,860 SQ.FT.
COMMON AREA	8,288 SQ.FT.
TOTAL AREA	90,854 SQ.FT.

PRIVATE ROAD

COMMON AREA

PRIVATE LOT

CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	626.80'	45.54'	004° 09' 47"	S01° 43' 45"W	45.53
C2	72.00'	34.18'	027° 11' 50"	N80° 36' 55"E	33.86

1. THE BASIS OF BEARINGS IS NORTH 00°06'07" EAST 2637.36 FEET FROM THE SOUTHWEST CORNER TO THE WEST QUARTER CORNER OF SAID SECTION 36. THE DAVID COUNTRAY SURVEYOR'S MEASURED GROUND COURSE (D.C.S.) IS NORTH 00°06'21" WEST 2637.20 FEET.
2. THE STATE PLANE BEARING ALONG THE BASIS OF BEARINGS IS NORTH 00°14'31" EAST (D.C.S.) CALCULATED WITH NAD83 STATE PLANE COORDINATES IN THE UTAH NORTH ZONE.
3. PARCEL "A" IS A PRIVATE LOT RESERVED FOR FUTURE DEVELOPMENT.
4. OPEN SPACES ARE COMMON AREAS MANAGED BY THE HOA.
5. COMMON DRIVEWAYS AND PRIVATE ROADS ARE ALSO FIRE ACCESS EASEMENTS.
6. THE TEMPORARY PARKING EASEMENT WITH IN PARCEL "A" IS DEDICATED AS A NON-EXCLUSIVE, TEMPORARY EASEMENT FOR PARKING WITHIN THIS DEVELOPMENT TO BE VACATED IN A FUTURE PHASE AT SUCH TIME THAT DEER HILL DRIVE IS EXTENDED.
7. SEE SHEET 2 FOR DETAILED DIMENSIONS OF THE LOTS, PRIVATE ROAD, AND COMMON AREA.

PROJECT LOCATION

SOUTH WEBER DRIVE

7800 SOUTH

FRONTAGE RD

DAVIS & WEBER CANAL

DEER RUN DRIVE

69-39

69-37

1" = 1000'

SHEET 1 OF 2

PRESENTED TO THE SOUTH WEBER CITY COUNCIL THIS THE _____ DAY
OF _____, 2023 AT WHICH TIME THIS SUBDIVISION WAS APPROVED
AND ACCEPTED.

SOUTH WEBER CITY MAYOR

ATTEST: _____
CITY RECORDER

APPROVED BY THE SOUTH WEBER CITY PLANNING COMMISSION
ON THIS THE ____ DAY OF _____, 2023.

CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

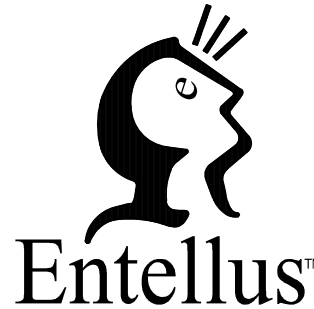
I CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT, AND IT IS CORRECT
IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

SOUTH WEBER CITY ENGINEER

APPROVED BY THE SOUTH WEBER CITY ATTORNEY THIS THE _____ DAY
OF _____, 2023.

SOUTH WEBER CITY ATTORNEY

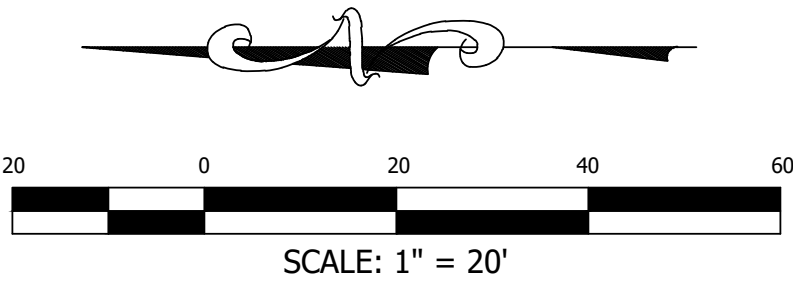
ENTRY NO. _____ FEE PAID _____, _____ FILED FOR
RECORD AND RECORDED THIS ____ DAY OF _____, 20____, AT _____ IN BOOK
PAGE _____, COUNTY RECORDER _____.
BY _____
DEPUTY



1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com

PROJ# 1025006.1 04/03/2023 LKM
 04/25/2023 DEW

DEER RUN TOWNHOMES PHASE 3 PUD
ALL OF PARCEL "A" OF DEER RUN TOWNHOMES PHASE 2 PUD
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, T.5N., R.1W., S.L.B.&M.
SOUTH WEBER CITY, DAVIS COUNTY, UTAH
APRIL 2023



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S85° 47' 10"E	29.00'
L2	S04° 12' 50"W	57.00'
L6	N83° 46' 00"E	29.50'
L7	S85° 47' 10"E	38.77'
L8	S35° 31' 06"W	15.40'
L9	N21° 57' 25"W	6.60'
L10	S21° 22' 29"E	10.58'

PROPERTY LEGEND	
	PRIVATE ROAD
	COMMON AREA
	PRIVATE LOT

LEGEND	
PROPERTY LINE	_____
LOT LINE	_____
ADJACENT PROPERTY	_____
ROAD CENTERLINE	_____
SECTION LINE	_____
TIE TO MONUMENT	_____
EASEMENT LINE	_____
RECORD CALLS ()	
TO BE SET 5/8" REBAR WITH "ENTELLUS" CAP, AT CORNER (UNLESS OTHERWISE NOTED)	●
FOUND PROPERTY MARKER (AS NOTED)	○

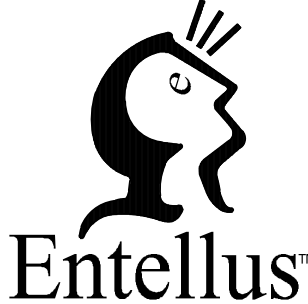
SHEET 2 OF 2

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	626.80'	45.54'	004° 09' 47"	S01° 43' 45"W	45.53
C2	72.00'	34.18'	027° 11' 50"	N80° 36' 55"E	33.86
C3	50.00'	23.73'	027° 11' 50"	S80° 36' 55"W	23.51
C4	28.00'	13.29'	027° 11' 50"	S80° 36' 55"W	13.17
C6	18.00'	19.73'	062° 48' 10"	S35° 36' 55"W	18.76
C7	18.00'	28.27'	090° 00' 00"	S40° 47' 10"E	25.46
C30	82.00'	47.53'	033° 12' 34"	N12° 23' 27"W	46.87

COPY FOR REVIEW
NOT FOR RECORDING

DAVIS COUNTY RECORDER

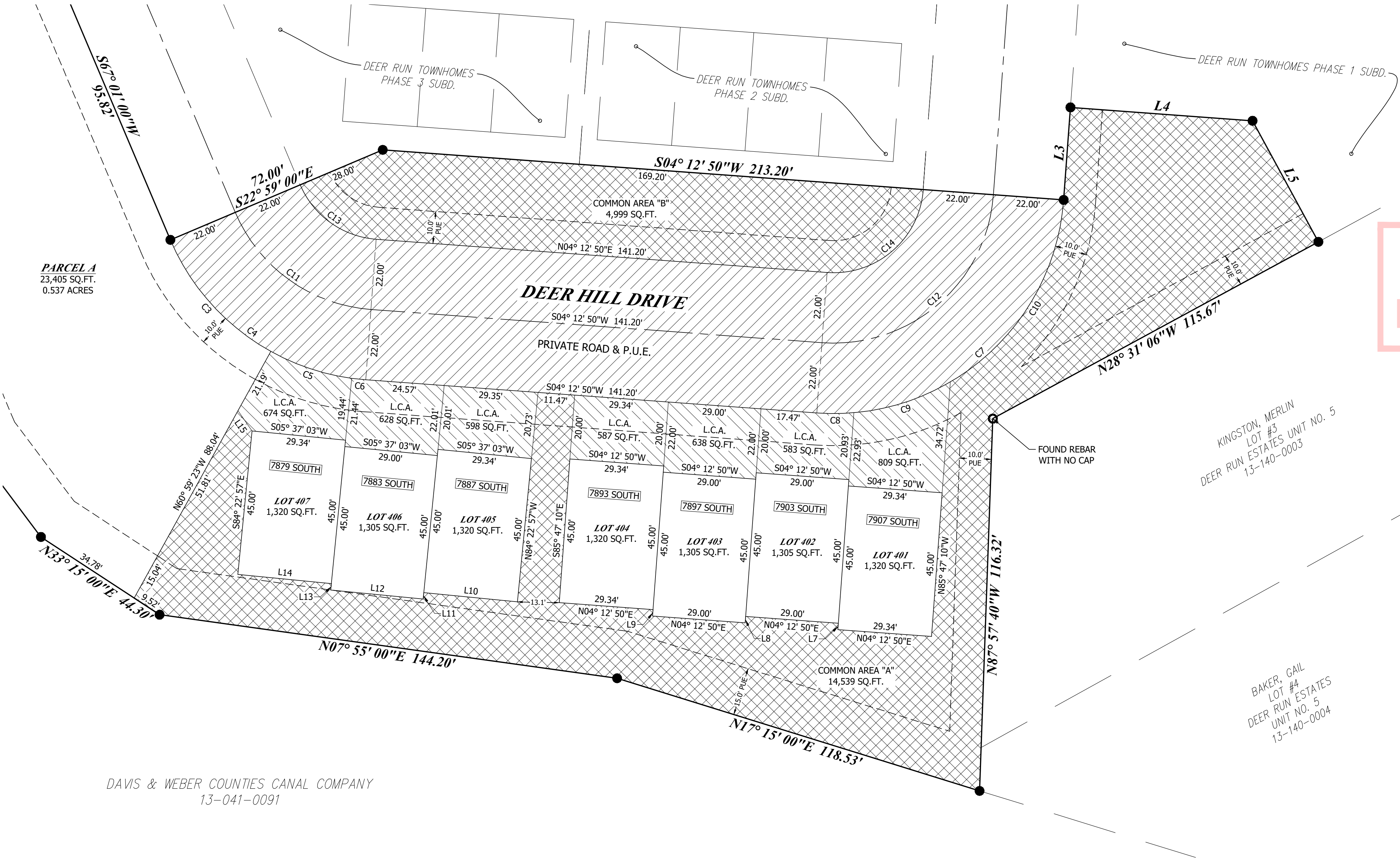
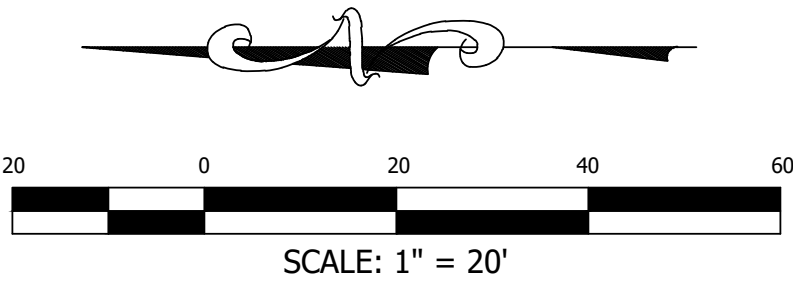
ENTRY NO. _____ FEE PAID _____ FILED FOR
RECORD AND RECORDED THIS ____ DAY OF _____, 20____, AT _____ IN BOOK
PAGE _____, COUNTY RECORDER _____
BY _____
DEPUTY



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Woods Cross, UT 84010
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PROJ# 1025006.1 04/03/2023 LKM
04/25/2023 DEW

DEER RUN TOWNHOMES PHASE 4 P.U.D.
ALL OF PARCEL "A" OF DEER RUN TOWNHOMES PHASE 3 P.U.D.
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, T.5N., R.1W., S.L.B.&M.
SOUTH WEBER CITY, DAVIS COUNTY, UTAH
APRIL 2023



**COPY FOR REVIEW
NOT FOR RECORDING**

PROPERTY LEGEND	
	PRIVATE ROAD
	COMMON AREA
	LIMITED COMMON
	PRIVATE LOT

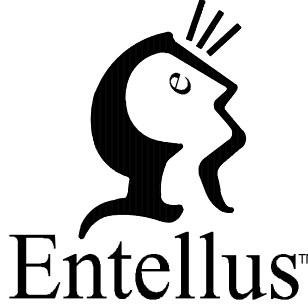
LEGEND	
PROPERTY LINE	_____
LOT LINE	_____
ADJACENT PROPERTY	_____
ROAD CENTERLINE	_____
SECTION LINE	_____
TIE TO MONUMENT	_____
EASEMENT LINE	_____
RECORD CALLS ()	
TO BE SET 5/8" REBAR WITH "ENTELLUS" CAP, AT CORNER (UNLESS OTHERWISE NOTED)	
FOUND PROPERTY MARKER (AS NOTED)	○

SHEET 2 OF 2

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C3	72.00'	47.76'	038° 00' 23"	N48° 00' 48"E	46.89
C4	72.00'	78.92'	062° 48' 10"	N35° 36' 55"E	75.03
C5	72.00'	26.72'	021° 15' 59"	N18° 22' 38"E	26.57
C6	72.00'	4.44'	003° 31' 49"	N05° 58' 44"E	4.44
C7	72.00'	113.10'	090° 00' 00"	S40° 47' 10"E	101.82
C8	72.00'	11.58'	009° 12' 55"	S00° 23' 38"E	11.57
C9	72.00'	31.88'	025° 22' 15"	S17° 41' 13"E	31.62
C10	72.00'	69.64'	055° 24' 50"	S58° 04' 45"E	66.95
C11	50.00'	54.81'	062° 48' 10"	S35° 36' 55"W	52.10
C12	50.00'	78.54'	090° 00' 00"	S40° 47' 10"E	70.71
C13	28.00'	30.69'	062° 48' 10"	N35° 36' 55"E	29.18
C14	28.00'	43.98'	090° 00' 00"	N40° 47' 10"W	39.60

LINE TABLE		
LINE #	DIRECTION	LENGTH
L3	S85° 47' 10"E	29.00'
L4	S04° 12' 50"W	57.00'
L5	S61° 28' 54"W	43.02'
L7	S85° 47' 10"E	2.00'
L8	N85° 47' 10"W	2.00'
L9	S85° 47' 10"E	2.00'
L10	N05° 37' 03"E	29.34'
L11	N84° 22' 57"W	2.00'
L12	N05° 37' 03"E	29.00'
L13	S84° 22' 57"E	2.00'
L14	N05° 37' 03"E	29.34'
L15	N55° 11' 11"E	7.69'

**COPY FOR REVIEW
NOT FOR RECORDING**



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PROJ# 1025006.1 04/03/2023 LKM
04/26/2023 DEW

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____ FILED FOR
RECORD AND RECORDED THIS ____ DAY OF _____, 20____, AT _____ IN BOOK
PAGE _____, COUNTY RECORDER _____
BY _____
DEPUTY

I, JEREMIAH R. CUNNINGHAM, A PROFESSIONAL LAND SURVEYOR, CERTIFY THAT I HOLD CERTIFICATE NO. 918249 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT, THAT AN ACCURATE SURVEY OF THE PROPERTY DESCRIBED HEREON HAS BEEN COMPLETED, IN ACCORDANCE WITH UTAH CODE SECTION 17-23-17, AND THAT I HAVE VERIFIED ALL MEASUREMENTS. I CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE PLACED MONUMENTS ON THE GROUND, AS REPRESENTED ON THIS PLAT, AND THAT THE PROPERTY SHOWN ON THIS PLAT AND DESCRIBED HEREWITH SHALL BE SUBDIVIDED INTO LOTS HEREAFTER TO BE KNOWN AS DEER RUN TOWNHOMES PHASE 5 P.D..

JEREMIAH R CUNNINGHAM UT#9182497

ALL OF PARCEL "A", DEER RUN TOWNHOMES PHASE 4 P.U.D. SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, DAVIS COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE DAVIS AND WEBER CANAL AND THE WEST RIGHT-OF-WAY LINE OF 2700 EAST STREET, SAID POINT BEING SOUTH 89°45'31" EAST 555.77 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 00°02'01" WEST 295.04 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 36, AND RUNNING THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTHERLY 45.54 FEET ALONG THE ARC OF A 626.80-FOOT-RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE EQUALS 04°09'47" CHORD BEARS SOUTH 01°43'45" WEST 45.53 FEET); (2) SOUTH 04°12'50" WEST 65.00 FEET TO THE NORTH LINE OF DEED HILL DRIVE; THENCE ALONG SAID ROAD THE FOLLOWING FOUR (4) COURSES: (1) NORTH 85°47'10" WEST 38.77 FEET TO A POINT OF CURVATURE, (2) SOUTHWESTERLY 34.18 FEET ALONG THE ARC OF A 72.00-FOOT-RADIUS CURVE TO THE LEFT (CENTRAL ANGLE EQUALS 27°11'50", CHORD BEARS SOUTH 80°36'55" WEST 33.86 FEET); (3) SOUTH 67°01'00" WEST 95.82 FEET TO A POINT OF CURVATURE, (4) SOUTHWESTERLY 47.76 FEET ALONG THE ARC OF A 72.00-FOOT-RADIUS CURVE TO THE LEFT (CENTRAL ANGLE EQUALS 38°00'23", CHORD BEARS SOUTH 48°00'48" WEST 46.48 FEET); THENCE NORTH 60°59'23" WEST 88.04 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CANAL; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) NORTH 33°15'00" EAST 34.78 FEET; (2) NORTH 53°01'00" EAST 35.40 FEET; (3) NORTH 67°01'00" EAST 219.00 FEET; (4) NORTH 83°46'00" EAST 29.50 FEET TO THE WEST RIGHT-OF-WAY LINE OF 2700 EAST STREET AND TO THE POINT OF BEGINNING.

CONTAINING 0.537 ACRES.

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE CONSOLIDATED INTO A SINGLE LOT AND A PARCEL, HEREAFTER TO BE KNOWN AS DEER RUN TOWNHOMES PHASE 5 P.U.D., DO HEREBY DEDICATE FOR PUBLIC ACCESS ALL EASEMENTS SHOWN ON THIS PLAN AS INTENDED FOR PUBLIC ACCESS, AND DO DEDICATE ALL OTHER EASEMENTS SHOWN HEREON AS GENERAL UTILITY EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AS MAY BE AUTHORIZED BY SOUTH WEBER CITY.

SIGNED THIS ____ DAY OF _____, 2021.

JOSEPH M. COOK - MANAGER
DEER RUN INVESTMENTS, LLC

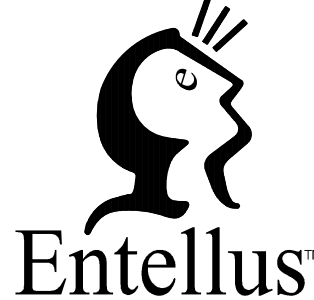
ON THIS _____ DAY OF _____, 20____, THERE PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, JOSEPH M. COOK, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS A MEMBER OF THE DEER RUN INVESTMENTS, L.L.C., AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID L.L.C. BY A RESOLUTION OF ITS MEMBERS AND ACKNOWLEDGED TO ME THAT SAID L.L.C. EXECUTED THE SAME.

NOTARY PUBLIC: _____

RESIDENCE: _____

MY COMMISSION EXPIRES: _____

THE PURPOSE OF THIS PLAT IS TO DIVIDE PARCEL "A" OF THE PRIOR SUBDIVISION PHASE INTO PRIVATE LOTS, COMMON AREA, AND LIMITED COMMON AREAS. THE BASIS OF BEARING IS SET ALONG THE SECTION LINE MONUMENTS, AS SHOWN. BEARINGS ALONG THE SECTION LINE WERE ROTATED FROM THE D.C.S. GROUND COORDINATE BASIS TO MATCH BEARINGS AND CORNER MARKERS THAT WERE SET PREVIOUSLY FOR THIS PARCEL AS PART OF A SURVEY BY GREAT BASIN ENGINEERING.



1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com

PROJ# 1025006.1 04/03/2023 LKM

PRESENTED TO THE SOUTH WEBER CITY COUNCIL THIS THE _____ DAY
OF _____, 2021 AT WHICH TIME THIS SUBDIVISION WAS APPROVED
AND ACCEPTED.

SOUTH WEBER CITY MAYOR

ATTEST: _____
CITY RECORDER

APPROVED BY THE SOUTH WEBER CITY PLANNING COMMISSION
ON THIS THE _____ DAY OF _____, 2021.

CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

I 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

APPROVED BY THE SOUTH WEBER CITY ATTORNEY THIS THE _____ DAY
OF _____, 2021.

SOUTH WEBER CITY ATTORNEY

ENTRY NO. _____ FEE PAID _____, _____ FILED FOR
RECORD AND RECORDED THIS ____ DAY OF _____, 20____, AT _____ IN BOOK
PAGE _____, COUNTY RECORDER _____,
BY _____
DEPUTY

When recorded return to:
South Weber City
1600 East South Weber Drive
South Weber, Utah 84405

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
FOR THE LOFTS AT DEER RUN
IN SOUTH WEBER CITY**

This **AMENDED AND RESTATED DEVELOPMENT AGREEMENT** (THIS Amended and Restated "Agreement") is made and entered into this ____ day of _____, 2021, by and between **DEER RUN INVESTMENTS, LLC** OF 784 Parkway Drive, North Salt Lake, Utah 84054 (hereinafter referred to as "Developer"), and **DEER RUN PLAZA, LLC** of 10883 South Martingale Lane, South Jordan, Utah 84095 (hereinafter referred to as "Owner"), and **SOUTH WEBER CITY**, a municipal corporation of the State of Utah (hereinafter referred to as "City"), of 1600 East South Weber Drive, South Weber, Utah 84405. Developer, Owner, and City are heretofore referred to as the "**Parties**."

RECITALS:

- A. Developer is the owner of approximately 3.175 acres, as more particularly described in **Exhibit A** attached hereto (the "Property").
- B. Developer previously proposed a mixed-use development which includes residential and commercial buildings, the associated streets, and other required improvements collectively known as "The Lofts at Deer Run" (the "Development"), on the Property.
- C. On June 27, 2019, the Parties entered into a Development Agreement (the "Original Agreement"), a copy of which is attached as **Exhibit X** and incorporated herein by reference, for the purpose of establishing the approved criteria required for the Development prior to approval through the City's required subdivision process.
- D. The Parties, in accordance with section 14.1 of the Original Agreement, entered into that Amended and Restated Agreement dated the 25th day of May 2021, (the "Restated Agreement"), a copy of which is attached as **Exhibit X** and incorporated herein by reference, amending and restating the Original Agreement to provide for the terms and conditions upon which the Property can be developed.
- E. Developer now proposes to modify the Concept Plan as shown on **Exhibit B** attached hereto and incorporated herein by reference.

- F. City, acting pursuant to its authority under Utah Code Ann. § 10-9-101, et seq., and its land use policies, ordinances and regulations, has made certain determinations with respect to the Subdivision and, in the exercise of its legislative discretion, has elected to approve this Agreement for the purpose of specifying the obligations of the parties with respect to establishing the land use of the Property, the installation of required infrastructure improvements, and such other matters as the Parties agree herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals and all Exhibits referenced herein are hereby incorporated by this reference and made part of this Agreement.
2. **Parties.** The Parties hereby acknowledge that Deer Run Plaza is no longer the Owner of the Property and is no longer relevant or a party to this transaction and that Deer Run Plaza is hereby eliminated and absolved from any future reference, rights or obligations hereunder and that any future reference to "Owner" shall hereby refer to Deer Run Investments, LLC, and/or its successors in interest and/or assigns.
3. **City Laws and Purpose.** City determines that the provisions of this Agreement relating to establishment of Developer's rights and obligations are consistent with City laws, including the City's land use ordinances, the purposes set forth in the zoning district, and the City's General Plan. This Agreement is adopted by a City ordinance as a legislative act and hereby amends the City laws only to the extent within the authority of City and only to the extent necessary to give Developer the effect of the rights and obligations of this Agreement where such City laws may be inconsistent with this Agreement's intent.
4. **Subdivision Approval.** This Agreement does not remove the Developer from their obligation to adhere to the City's established Subdivision approval process. The developer shall comply with all time frames specified in the City Code. Approval will be based on substantial compliance with **Exhibit B**.
5. **Geotechnical.** The Development is located within the area identified in the General Plan as Sensitive Lands. As such, the Developer must comply with all provision of City Code, Title 10 Zoning Regulations, Chapter 14 Sensitive Lands Development Regulations.

6. **Sewer Capacity.** The Sewer Capital Facilities Plan, dated August 2017, identifies the Property as requiring 4.0 Equivalent Residential Units (ERU's) based on an assumed commercial-only land use. The City acknowledges that the Development exceeds the anticipated demand and the needed capacity will be addressed through future Capital Facilities Plans and future capital improvement projects. The Development's proportional share of the future capital improvement projects which will provide the desired capacity will be paid through the impact fees assessed when the Building Permits are issued. Building permit approval and occupancy will not be contingent upon sewer capacity.
7. **Density.** The Property shall be rezoned through ordinance from Commercial Overlay (C-O) to Residential Multi-Family (R7). In consideration for constructing the Development with the architectural features, layout, and other requirements in this Agreement that exceed the standard requirements of the R7 zone, the City hereby grants the Project bonus density up to 35 residential units (total), notwithstanding any other zoning requirements to the contrary. No set of townhomes may contain more than four (4) units attached in any one single building, except for Units 101-105 & 301-305 as shown on **Exhibit B**.
8. **Lot Area.** There shall be no minimum lot area required for the Development.
9. **Lot Width.** There shall be a minimum lot width of 23 feet.
10. **Location of Structures.** Dwelling setbacks shall be as follows:
 - a. 10 feet minimum from any public street;
 - b. 10 feet front setback from any private street;
 - c. 10 feet side setback from any private street
 - d. 10 feet minimum from any property line; and
 - e. 10 feet minimum from any other non-attached structure.
11. **Zero Lot Line.** To facilitate separate ownership or leasehold of two-family, twin home, or multi-family dwellings a residential zero-lot-line setback shall be permitted. In no case shall a zero-lot-line setback be allowed adjacent to a property line that is not part of the subdivision.
12. **Maximum Structure Height.** No townhome unit shall exceed thirty-eight (38) feet in height when (a) measured from the lowest point (b) of the front perimeter finished grade (c) adjacent to the exterior foundation wall (d) of a specific townhome unit (e) to the highest point of its pitched roof (f) of that same townhome unit. Measurements shall not be taken from within window wells, if any.

13. **Private Rights of Way and Pedestrian Pathways.** Developer shall be entitled to use Private Roadway Street Section B with only one (1)-6' wide sidewalk adjacent to the right of way, so long as a second sidewalk services the front facade of the residences and connects to a public right of way without having to cross a road. Private alleyways/driveways shall be 32' wide from building to building. All guest parking must have adjacent connections to the pedestrian rights of way through means of pedestrian walking path or sidewalk.
14. **Special Conditions.** The Parties hereby acknowledge agree Development shall meet all conditions found within South Weber City Code 10-5C-10. Open space shall be accessible to the residents of the Development and configured in a manner to promote outdoor leisure.
15. **Landscaping Requirements.** At least 15% of the total site shall be thoroughly landscaped and meet the requirements of Title 10 Chapter 15 of South Weber City Code. A six (6) foot tall solid vinyl, masonry, or equivalent fence shall be required between the development and all lower density residential zones and along the Davis Weber Canal. Fencing shall be rated to withstand the proper wind load dictated in South Weber City Standards.
16. **Design Standards.** The Development shall be subject to an architectural site plan review as outlined in South Weber City Code 10-12-3. Finishes of the exterior of the buildings will be subject to the following conditions:
 - a. **Exterior Finishes.** All structures within the development shall use durable materials on exterior finishes, including brick, stone, Hardie board, architectural metal, or engineered wood on all four (4) of the building's facades. Rock, stone, or masonry wainscoting shall be used on all sides of the structure. Aluminum or vinyl siding shall not be used as an exterior finish. Exterior finishes shall be substantially similar to **Exhibit C**.
 - b. **Architectural Variation.** The structures within the development shall provide variable articulation in their design. Articulation shall be required on each side of the structures.
 - c. **Garage Dimensions.** The following units are required to have a garage with interior dimensions of 22'x22'. The developer shall be required to utilize 18-foot garage doors.
 - d. **Driveways.** In areas of the development that use single driveways to access one unit, driveways shall be no less than 20 feet in length to the back of the sidewalk.
 - e. **Roof Style.** Roof design shall not include the use of flat roofs.
17. **Home Owners Association Rental Regulation.** The development shall be required to include within the Covenants, Conditions and Restrictions provisions to limit the number of rental (regardless of length of term) units

allowed, and includes the right to enforce rental restrictions. The provisions shall be to allow no more than 25% of the available units to be rented. Nevertheless and notwithstanding anything contained herein, to prevent the amassing of abandoned or empty Units within the Association and to thwart potential vandals, looters and copper thieves, Members shall be allowed to lease their units (i) until their unit is sold or conveyed to a third party, (ii) or upon a showing of financial hardship such as divorce, illness or death, loss of job, transfer, family growth, military permanent change of station, etc. If, due to market conditions Developer is unable to sell the units to owner-occupants, Owner may rent the units until such time as the market conditions have improved. Short-term rentals shall be subject to South Weber City Code 10-18.

18. **Garbage Collection.** Due to the layout constraints the development shall provide adequate garbage collection solutions to limit impact to travel lanes. This can include but is not limited to single large waste collection locations.

19. **Parking.** In order to accommodate the parking needs of the residential users within the Development, the Development shall provide 26 guest parking stalls. All other provisions of Title 10, Chapter 8 of South Weber City Code shall apply and shall be in full force and effect.

20. **Detention Basin.** A detention basin is required in order to control the flow of storm water leaving the site. The basin is the sole responsibility of the Development and will be privately owned and maintained. However, the sizing, design, location and construction of the basin must comply with City Code and City Standards.

21. **Successors and Assigns.**

15.1 **Binding Effect.** This Agreement shall be binding upon the successors and assigns of the Parties. Owners acknowledge and agree that if the City is not paid in full in a timely fashion by Developer of all monies as stated in this Agreement, no future development will be permitted by City on the Property until full payment is made.

15.2 **Assignment.** Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any other Party, individual, or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to South Weber City, and the prior written consent of City may also be evidenced by letter from City to Developer.

22. **Default.** In the event either Party fails to perform its obligations hereunder or to comply with the terms and commitments hereof, within thirty (30) days after having been given written notice of default from the other Party, the non-defaulting Party may, at its election, have the following remedies, which shall be cumulative:

16.1 all rights and remedies available at law and in equity, including but not limited to injunctive relief, specific performance, and/or damages;

16.2 to cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and

16.3 the right to withhold all further approvals, licenses, permits, or other rights associated with any activity or development described in this Agreement until such default is cured.

23. **Court Costs and Attorneys' Fees.** In the event of any legal action or defense between the Parties arising out of or related to this Agreement or any of the documents provided for herein, the prevailing Party or Parties shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their costs and reasonable attorneys' fees.

24. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such Party at:

Developer: Deer Run Investments, LLC
784 Parkway Drive PO BOX 540395
North Salt Lake, UT 84054

City: South Weber City
Attention: City Manager
1600 East South Weber Drive South
Weber, UT 84405

Owner: Deer Run Investments, LLC
784 Parkway Drive PO BOX 540395
North Salt Lake, UT 84054

Any Party may change its address or notice by giving written notice to the other Parties in accordance with the provisions of this section.

25. **General Terms and Conditions.**

19.1 Amendments. Any alteration or change to this Agreement shall be made only after complying with any applicable notice and hearing provisions of MLUDMA and applicable provisions of the City Laws.

19.2 Captions and Construction. This Agreement shall be construed according to its fair meaning and as if prepared by all Parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed to effectuate the public purposes, objectives and benefits set forth herein while protecting any compelling countervailing public interest and providing to Developer vested development rights as described herein. As used in this Agreement, the words "include" and "including" shall mean "including, but not limited to" and shall not be interpreted to limit the generality of the terms preceding such word.

19.3 Term of Agreement. The term of this Agreement shall be for a period of five (5) years following the date of its adoption. If work has not commenced within this time frame on the vertical construction of the site the Agreement shall be null and void.

19.4 Agreement to Run with the Land. This Agreement shall be recorded in the office of the Davis County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement shall be construed in accordance with the City Laws. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Davis County, Utah.

19.5 Legal Representation. Each of the Parties hereto acknowledge that they each have been represented by legal counsel in negotiating this Agreement and that no Party shall have been deemed to have been the drafter of this Agreement.

19.6 Non-Liability of City Officials. No officer, representative, agent or employee of the City shall be personally liable to any other Party hereto or any successor in interest or assignee of such Party in the event of any default or breach by the defaulting Party, or for any amount which may become due the non-defaulting Party, its successors or assigns, or for any obligation arising under the terms of this Agreement.

19.7 Entire Agreement. This Agreement, together with the exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof

and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.

19.8 No Third-Party Rights. The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Parties named herein. The Parties alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

19.9 Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of nature, government restrictions, regulations or controls, judicial orders, enemy or hostile government actions, war, civil commotions, fires, floods, earthquakes or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder, shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage. Any Party seeking relief under the provisions of this paragraph must have noticed the other parties in writing of a force majeure event within thirty (30) days following the occurrence of the claimed force majeure event.

19.10 Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

19.11 Waiver. No waiver of any of the provisions of this Agreement shall operate as waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

19.12 Governing Law. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

19.13 Exhibits. Any exhibit to this Agreement is incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit.

South Weber City

State of Utah)
) ss
County of Davis)

On this __ day of _____, 2022 personally appeared before me,
_____ signer of the foregoing instrument, who duly acknowledged that he/she
is the _____ of Deer Run Investments, a Limited Liability Company
and signed said document in behalf of said Deer Run Investments, LLC, by authority of
its Bylaws or Resolution of its Board of Directors, and said,
_____ acknowledged to me said limited liability company
executed the same.

WITNESS my hand and official seal the day and year in this certificate first above
written.

NOTARY PUBLIC
Commission Expires:

EXHIBIT "A"
THE LOFTS AT DEER RUN BOUNDARY DESCRIPTION

A part of Lot 2, Deer Run Estates Unit No. 5. And A part of the Southwest Quarter of Section 36, T5N Range 1 West Salt Lake Base and Meridian Beginning at the intersection of the Southeasterly right of way line of the Davis and Weber Canal, and the West right of way line of the Frontage Road said point being 555.59 feet South 89°58'06" East along the Section line; and 296.80 feet South 00°02'01" West from the West Quarter Corner of said Section, and running thence two (2) courses along said West right of way line as follows: (1) Southerly along the Arc of a 626.80 foot radius curve to the right a distance of 45.54 foot radius point bears South 89°38'52" West, (Central Angle equals 04°09'47", and Center Bears South 89°38'52" West); and (2) South 04°12'50" West 541.15 feet to the North right of way line of 7950 South Street, being a point of curvature; thence two (2) courses along said North right of way line as follows: (1) Southwesterly along the arc of a 20.67 foot radius curve to the right a distance of 29.83 feet (Central Angle equals 82°40'37", and Long Chord bears South 45°33'08" West 27.31 feet) to a point of non-tangent curvature of which the radius point lies South 03°06'39" East; and (2) Westerly along the arc of a 197.04 foot radius curve to the left a distance of 50.55 feet (Central angle equals 14°42'01", and Long Chord bears South 79°32'20" West 50.42 feet) to the West line of said Lot 2; thence North 28°31'06" West 234.73 feet along said West line to the Northwest corner of said lot marked by a rebar with no cap; thence North 87°57'40" West 116.31 feet along the North line of said Deer Run Estates Unit No. 5 to said Southeasterly right of way line of said Canal; thence six (6) courses along said Southeasterly right of way line as follows: (1) North 17°15'00" East 118.53 feet; (2) North 07°55'00" East 144.20 feet; (3) North 33°15'00" East 44.30 feet; (4) North 53°01'00" East 35.40 feet; (5) North 67°01'00" East 219.00 feet; and (6) North 83°46'00" East 29.50 feet to the POINT OF BEGINNING. Containing 2.9140 acres, more or less.

TOGETHER WITH ^[SEP]A part of the Southwest Quarter of Section 36, T5N Range 1 West Salt Lake Base and Meridian ^[SEP]Beginning at the intersection of the Northwesterly right of way line of the Davis and Weber Canal, and the West right of way line of the Frontage Road said point being 535.54 feet South 89°58'06" East along the Section line; and 143.69 feet South 00°02'01" West from the West Quarter Corner of said Section, and running; thence two (2) course along said Northwesterly right of way line as follows: (1) South 89°46'00" West 45.57 feet; and (2) South 67°01'00" West 60.99 feet; thence North 00°11'51" East 51.08 feet; thence East 6.00 feet; thence North 52.00 feet; thence West 6.00 feet; thence North 64.67 feet; thence South 89°58'06" East 44.68 feet to said Westerly right of way line of Frontage Road, being a point of non-tangent curvature of which the radius point lies South 61°19'57" West; thence Southerly along the arc of a 626.80 foot radius curve to the right a distance of 154.95 feet (Central Angle equals 14°09'52", and Long Chord bears South 21°35'07" East 154.56 feet) along said Westerly

right of way line to the POINT OF BEGINNING. Containing 11,372 square feet more or less.

DRAFT

EXHIBIT "B" ^L_{SEP}
THE LOFTS AT DEER RUN CONCEPT PLAN



Know what's below.
Call **601** before you dig.
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.buestakes.org
1-800-662-4111

EXHIBIT "C" ¹/₈" = 1'-0"
THE LOFTS AT DEER RUN ARCHITECTURAL ELEVATIONS



KEYED NOTES		GENERAL NOTES	
1	SEE FLOOR PLANS AND GENERAL NOTES FOR RAILING REQUIREMENTS.	A	SEE GENERAL NOTES ON SHEET T1.2 FOR ADDITIONAL REQUIREMENTS.
2	FRONT ENTRY DOOR UNIT AS PER DOOR SCHEDULE.	B	COORDINATE WINDOW HEIGHTS WITH WINDOW SCHEDULE.
3	STONE VENEER	C	FINISH ROOF TO BE ASPHALT SHINGLES. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS. MATCH
4	BATT AND BOARD	D	PROVIDE RAIN GUTTERS AND DOWN SPOUTS AS REQUIRED.
5	STUCCO	E	COORDINATE ALL BEARING ELEVATIONS WITH ROOF FRAMING PLAN. SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL FRAMING REQUIREMENTS.
6	ARCHITECTURAL ASPHALT SHINGLES. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS.	F	SEE STRUCTURAL DRAWINGS AND CALCULATIONS FOR ALL STRUCTURAL REQUIREMENTS, INCLUDING FOUNDATION WALL SPECIFICATIONS, AND SHEARWALL AND HOLDDOWN REQUIREMENTS.
7	ROOF VENT - REFER TO ROOF PLAN	G	SEE ROOF FRAMING PLAN FOR ALL ROOF SLOPES.
8	1" X 10" TRIM		
9	STEP FOOTING AND FOUNDATION AS INDICATED.		
10	COORDINATE ALL POSTS WITH STRUCTURAL COLUMNS TO BE PAINT OVER WOOD FRAME AND POST.		
11	ALUMINUM FASCIA AND SOFFIT		
12	1" X 6" TRIM		
13	FIBER CEMENT TRIM AROUND WINDOWS AND DOORS.		

DRAFT