HARRISVILLE CITY
363 W. Independence Blvd · Harrisville, Utah 84404 · 801-782-4100
www.cityofharrisville.com

PLANNING COMMISSION:

Nathan Averill
Chad Holbrook
Jordan Read
Angie Francom
Isaac Thomas

Harrisville City Planning Commission
Harrisville City Offices
Wednesday, October 9, 2024

AGENDA
Zoom Meeting Link
Meeting ID: 824 6873 6901
Passcode: 152691

1. **CALL TO ORDER**

2. **CONSENT APPROVAL –** of Planning Commission minutes from September 11, 2024.

3. **PUBLIC HEARING** – for Ordinance 559: an ordinance amending the General Plan Map and Official Zoning Map for certain parcels on 750 West.

4. **DISCUSSION/ACTION/RECOMMEND** – to recommend Ordinance 559: an ordinance amending the General Plan Map and Official Zoning Map for certain parcels on 750 West.

5. **PUBLIC HEARING** – for Ordinance 560: an ordinance amending and restating the Master Development Agreement (MDA) for Ben Lomond Views Subdivision.

6. **DISCUSSION/ACTION/RECOMMEND** – to recommend Ordinance 560: an ordinance amending and restating the Master Development Agreement (MDA) for Ben Lomond Views Subdivision.

7. **DISCUSSION/ACTION/RECOMMEND** – to grant Final Site Plan approval for Family Promise property located at approximately 1105 North Washington Blvd. – Nolan Karras

8. **DISCUSSION/ACTION/RECOMMEND** – to grant Preliminary/Final Site Plan approval for Furever Friends property located at approximately 1755 N 750 W. – Eleanor Jenson

9. **PUBLIC COMMENTS – (3 minute maximum)**

10. **COMMISSION/STAFF FOLLOW-UP**

11. **ADJOURN**

Certificate of Posting and Notice

I, Cynthia Benson, certify that I am the Deputy Recorder of Harrisville City, Utah, and that the foregoing Planning Commission agenda was posted and can be found at City Hall, on the City's website www.cityofharrisville.com, and at the Utah Public Meeting Notice Website at http://pmn.utah.gov. Notice of this meeting has also been duly provided as required by law. In accordance with the Americans with Disabilities Act (ADA), the Harrisville City will make reasonable accommodations for participation in the meeting. Please make a request for accommodation with the City Offices at 801-782-4100, x1004, at least three (3) business days prior to any meeting.

Harrisville City Planning Commission Minutes
Harrisville City Offices
Wednesday, September 11, 2024 – 7:00 PM

Commissioners: Nathan Averill
Chad Holbrook
Jordan Read
Angie Francom
Isaac Thomas

Staff: Jennie Knight (City Administrator)
Cynthia Benson (Deputy Recorder)

Visitors: Michelle Tait, Arnold Tait, Valleen Day.

1. **CALL TO ORDER**

Chair Averill extended a welcome to those in attendance.

2. **CONSENT APPROVAL –** of Planning Commission minutes from August 14, 2024.

MOTION: Commissioner Thomas motioned to approve Planning Commission minutes from August 14, 2024. Commissioner Holbrook seconded the motion. The motion passed with all voting in the affirmative.

Nathan Averill	**Yes**
Chad Holbrook	**Yes**
Jordan Read	**Yes**
Angie Francom	**Yes**
Isaac Thomas	**Yes**

The motion passed with all voting in the affirmative.

3. **DISCUSSION/ACTION/RECOMMEND** – to grant proposed Conditional Use Permit #144 for Holistic Healing & Wellness Services and Coaching as a home occupation located at 608 West 2425 North. – Valleen Day

Jennie Knight, City Administrator, opened the discussion by stating the city received an application from Valleen Day to operate a home occupation. She reviewed the property location and entrance of the home occupation. She displayed the basis for issuance of the conditional use permit and the home occupation standards for the commission review.

Valleen Day, applicant, explained her business is for holistic healing services and wellness. She has clients come to the home. She offers foot zoning, face zoning, reiki and coaching. She also provides craniosacral therapy, breath work, and yoga. She added she only has one client at a time. She never has more than five clients in a day. Commissioner Averill asked if they are coming and going at the same time. Ms. Day responded in the affirmative and added if there are two clients at the house at the same time then the other is waiting for a session to end. Commissioner Averill asked for more detail on the parking areas for these clients. Ms. Day stated she has ample parking on her driveway or on the street at any time. In the winter she has her clients use the driveway.

Commissioner Holbrook asked what her hours of operation will be. Ms. Day replied the hours vary but typically they are Monday-Friday, 9 am to 5pm or until 3pm. She completes her work when

her children are in school.

Commissioner Holbrook asked if she needed to have any licenses for what services she provided. Ms. Day stated she obtained a license for foot zoning from Utah Foot Zoning Association. The rest are certifications through their respective agencies.

Commissioner Holbrook asked if there would be selling of products. Ms. Day said her products on hand are limited. She has essentials oils mostly which are purchased and sold through her MLM. She also sells Clean Simple Eats and ingredients which is protein ordered specific to the client. There is no storage or a ton of packages. She has obtained her sales tax certification through the state for these sales.

Commissioner Thomas asked if the bulk of her business was through her sessions with her clients more so than through the selling of the products. Ms. Day answered in the affirmative. She said if she sees a need or thinks a product will benefit her client, then she will order it for them. Chair Averill explained the reason for the questioning was to see if reselling of wholesale products in the city code, HCMC §11.10.09(g), applies and needs to be considered as part of the permit. Ms. Day clarified the client pays the wholesale price. She does not mark up the price at all. She does not consider the selling of products a part of her business since she completes so few orders for her clients.

Commissioner Averill inquired on the amount of the home which would be used for her home occupation business. Ms. Day explained she uses one room in the house, which is a small office built out of the original front room.

The commission discussed remaining items in the home occupation code to see if there was anything which needed to be considered as part of the conditions for the permit.

MOTION: Commissioner Holbrook motioned to grant proposed Conditional Use Permit #144 for Holistic Healing & Wellness Services and Coaching as a home occupation located at 608 West 2425 North subject to compliance with the Harrisville City Municipal Code and any other staff or agency requirements. Commissioner Francom seconded the motion.

Nathan Averill	**Yes**
Chad Holbrook	**Yes**
Jordan Read	**Yes**
Angie Francom	**Yes**
Isaac Thomas	**Yes**

The motion passed with all voting in the affirmative.

Chair Averill informed Ms. Day that there is a 15-day appeal period before the conditional use permit can be signed and issued.

4. PUBLIC COMMENTS – (3 minute maximum)

No public comments

5. COMMISSION/STAFF FOLLOW-UP

DRAFT

Ms. Knight reviewed the annual 4-hr commissioner training. The city appeal authority wrote a book called Ground Rules for Land Use which is offered to the commissioners for free. This year they are offering the book as a handbook. She explained the product is paid for through the 1% surcharge collected on our building permits. This book is a good resource for understanding land use. There is training on the Land Use Institute website for the commissioners to complete. Commissioner Read asked how to log time for trainings. Ms. Knight asked for the commission to send any training certificates or screen shots to her for verification and tracking.

Ms. Knight reviewed the ULCT conference she and Mayor Tait recently attended. There were a lot of housing discussions. The legislature is beginning their policy committee discussions on these matters. She will keep the commission updated. Commissioner Holbrook said he heard the governor talk about some of the requirements with housing he would like to see implemented across the state. Chair Averill mentioned hearing on the news about a large project in Pleasant View being completed. Ms. Knight added during one of the sessions in which the governor was the keynote speaker, he mentioned Weber County approved a project north of 2700 which utilizes the deed restrictive housing legislation with a variety of homes with a certain number of them being affordable housing. City staff has implemented this in proposed development discussions to see if the developers have an affordable housing element to their project.

Commissioner Holbrook expressed his concerns with Copperwoods not having enough open space. He feels the construction has not provided the space for this element. He wanted to know if the retention pond was a substitute for this. From what he can see the housing is close to the property lines, not allowing for any green space as agreed upon. Ms. Knight stated she will have the building inspector verify the green space is being maintained within the development as outlined in the MDA. Most of the green space for the project is on the east side which has not been developed yet. There was a proposed amendment, but the developer has not submitted an application for it at this time. More discussion occurred about the grassy areas and the signage for the new traffic pattern on 2000 North. The city is hopeful the traffic on this road will lessen when the connection for 2150 North is completed.

6. ADJOURN

MOTION: Chair Averill motioned to adjourn the meeting. Commissioner Read seconded the motion.

Nathan Averill	**Yes**
Chad Holbrook	**Yes**
Jordan Read	**Yes**
Angie Francom	**Yes**
Isaac Thomas	**Yes**

The motion passed with all voting in the affirmative.

Meeting adjourned at 7:18 PM.

Nathan Averill
Chair

Cynthia Benson
Deputy Recorder

DRAFT

HARRISVILLE CITY
363 W. Independence Blvd · Harrisville, Utah 84404 · 801-782-4100
www.cityofharrisville.com

PLANNING COMMISSION:

Nathan Averill
Chad Holbrook
Jordan Read
Angie Francom
Isaac Thomas

Staff Report

Ordinance 559 – 750 West Zoning Map Amendment
October 1, 2024

Application Information

Application Request:	Applicant is requesting a Public Hearing to consider an ordinance to rezone approximately 3.00 acres of property located at 2535 North 750 West from Agricultural (A-1) to Planned Community Commercial Zone (CP-2).
Agenda Date:	October 9, 2024
Applicant:	Cecil Satterthwaite

Property Information

Property Address:	2535 N 750 W, Harrisville, Utah
Current Zoning:	Agriculture (A-1)
Future Land Use	Planned Community Commercial Zone (CP-2)
Proposed Land Use:	Planned Community Commercial Zone (CP-2)

Current Adjacent Land Use:

North:	C-2 (General Commercial C-2 Zone, current zoning for Pleasant View City)
South:	A-1 (Agriculture)
East:	A-1 (Agriculture)
West:	CP-2 (Planned Community Commercial Zone)

General Plan Future Land Use:
All property located south of 2550 N, west of 750 West, and east of Hwy 89 shows these properties to all be rezoned to the CP-2 Zone.

Purpose and Intent of the CP-2 Zone:
To provide areas of selected commercial activity for the sale of goods and services to the general public in a community and regional market. The location of the zone should be along selected locations adjacent to the arterial streets which run through Harrisville and that provide good access with limited disturbance to the residential areas of the community. The physical development of Harrisville requires that uses be considered which do not adversely impact adjacent residential and agricultural land uses and provide a benefit to the community by providing needed goods and services.

Applicable Ordinances:
§12.02.03 Rezone of Property

Legislative Decisions
This item relies on the Planning Commissions legislative authority in which it has wide discretion. Examples of legislative actions are general plan, zoning map, and land use code amendments. Legislative actions require that the Planning commission give a recommendation to the City Council. For this circumstance, criteria for recommendations in a legislative matter require a review for compatibility with the general plan and existing ordinances.

Summary
This rezone request seeks to follow the Future Land Use recommendations as outlined in the city's adopted General Plan. Additionally, the requested zoning change complies with the requirements and the purpose of the CP-2 Zone as previously outlined above and will promote consistency in the area to create a more cohesive zoning framework, in alignment with Harrisville City's development goals as detailed in the General Plan and zoning ordinances. The change to CP-2 zoning will also enable the applicant to seek development opportunities that complement surrounding land uses while enhancing the community's economic vitality.

Planning Commission Consideration and Recommendation
After a thorough review and analysis, the staff has concluded that this rezoning request meets the purpose and intent of Harrisville City's General Plan. As a result, we formally recommend that the Planning Commission approve this rezone request.
Both the property owner and City staff are committed to engaging in an open and collaborative process to address any public concerns. We recognize the importance of community input and are fully prepared to respond to any questions or feedback.

Attachment(s)
Attachment A: Rezone Application and Location Map
Attachment B: Rezone Ordinance
Attachment C: Harrisville City's Current Zoning Map
Attachment D: Harrisville City's Future Land Use map
Attachment E: Pleasant View City's Current Zoning Map

City of Harrisville

Applicant/Property Owner Information

Date / Time
09/17/2024

Applicant's Name
Cecil Satterthwaite

Applicant's Address
Valeo Management PO Box 832 Eden UT 84310

Applicant's Phone Number
801-391-1345

Applicant's Email Address
csatterthwaite@hotmail.com

Property Owner's Name
Spencer Stephens Construction

Property Owner's Mailing Address
1464 Stone Field way, Pleasant View UT 84414

Property Owner's Phone Number
801-675-0319

Type of Rezone
Changing the current zoning map

Have any Conditional Use Permits been granted for this property?
No

Zoning Information

Street address or location of property for which a change in zoning is requested
2550 N 750 W Harrisville City

Parcel # of property
17-066-0011

Current Zoning of Property
A-1

Proposed Zoning of Property
CP-2

Current Zoning on General Plan
CP-2

Proposed Zoning on General Plan
CP-2

Reason for Rezone

Give the reason for requesting a rezone.
We are requesting a re-zone for the property located at 2550 N and 750 W from A-1 to CP-2. We propose to build a commercial building that will be flex space to lease to tenants that will be approved to operate in the CP-2 zone.

Explain how the proposed amendment is in harmony with the City General Plan Land Use Map, including what conditions exist in the general area to warrant such a change. How is the change in the public interest as well as the applicant's desire?
The proposed re-zone is in alignment with the city's general plan for Commercial zoning on the property. The zoning West of the property is already zoned CP-2, and there are commercial properties within the corner between 2550 N and 750 W and the intersection at 750 W and Highway 89. The re-zone will allow companies to locate in Harrisville City to provide services to the public. The re-zone will increase the tax base in Harrisville City.

As part of the rezone application process, you'll need to upload a concept site plan that is consistent with the zone you are applying for. Please upload a .pdf version of your concept plan below:
Harrisville Commercial - Site Concept.PDF

Signature

This petition must be signed by the property owner of record or the petitioner must furnish an affidavit from the owner giving authorization to appear before any city administrative or legislative body to act on behalf of the owner in matters pertaining to this petition.

BASED ON DESIGN CRITERIA PROVIDED BY
HARRISVILLE CITY, L.I.D. 80TH PERCENTILE
REQUIRED VOLUME RETAINED = 835 CU. FT.

EXIST STORM DRIAN MH
RIM:4307.93'
INV IN:4302.48' E
INV IN:4301.92' S
INV OUT:4302.48' W

EXIST STORM DRIAN MH
RIM:4308.99'
INV IN:4304.19' E
INV OUT:4304.19' W

EXIST 48"ø RCP S.D. L=394.20' S=0.43%

EXIST 21"ø PVC SEWER L=592.02' S=0.31%

EXIST SAN SEWER MH
RIM:4308.31
INV IN:4297.01
INV OUT:4297.01

EXIST 21"ø PVC SEWER L=161.29' S=0.33%

EXIST SAN SEWER MH
RIM:4308.74
INV IN:4297.54
INV OUT:4297.54

2550 NORTH ST.

EXIST SAN SEWER MH
RIM:4309.48
INV IN:4298.63
INV OUT:4298.63

EXIST 21"ø PVC SEWER L=215.61' S=0.51%

EXIST 24"ø RCP S.D. L=57.6' S=0.66%

EXIST 42"ø RCP S.D. L=74.31' S=0.74%

EXIST STORM DRAIN CB
TG:4307.07'
INV OUT:4302.63'

EXIST STORM DRIAN MH
RIM:4307.60'
INV IN:4304.30' S
INV IN:4304.30' W
INV OUT:4304.30' E

UNDERGROUND DETENTION
REQ'D VOLUME = 8,845 CU. FT.

LOT 1
2.19 ACRES
95,405 SQ. FT.

NEW 80'x325' BUILDING
28,000 SQ. FT.

10'X26' TRASH ENCLOSURE

750 WEST ST.

ZONED CP-2

ZONED A-1

STANDARD SITE LEGEND

BUILDING	28,000.00	SQ. FT.	28.19%
ASPHALT PAVING	63,193.70	SQ. FT.	63.63%
LANDSCAPE	8,117.62	SQ. FT.	8.18%
TOTAL SITE AREA	99,311.32	SQ. FT.	100%

PARKING STALLS PROVIDED = 98
(INCLUDES 8 HANDICAP STALLS)

0' 15' 30' 60' 90'

Scale in Feet
1" = 30'

SCALE 1" = 30'
DATE 8-30-2024
DESIGN BSD
DRAWN BSD
CHECKED TN

REVISIONS

DATE	DESCRIPTION

DWG:\21205 - WILD WAKOBER\21-HARRISVILLE COMMERCIAL\DESIGN\DWG\HARRISVILLE COMMERCIAL - SITE CONCEPTING

CONCEPTUAL SITE PLAN
HARRISVILLE COMMERCIAL
2550 NORTH 750 WEST
HARRISVILLE CITY, WEBER COUNTY, UTAH

GARDNER ENGINEERING
CIVIL ▪ LAND PLANNING
MUNICIPAL ▪ LAND SURVEYING
1380 W 2100 S, WEST HAVEN, UT 84401
P 801.476.0202 F 801.476.0066

C1

HARRISVILLE CITY
ORDINANCE 559

750 WEST ZONING MAP AMENDMENT

AN ORDINANCE OF HARRISVILLE CITY, UTAH, AMENDING THE GENERAL PLAN MAP AND OFFICIAL ZONING MAP FOR CERTAIN PARCELS ON 750 WEST BASED UPON AN APPLICATION FILED WITH THE CITY; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Harrisville City is a municipal corporation, duly organized and existing under the laws of the State of Utah;

WHEREAS, *Utah Code Annotated* §10-8-84 and §10-8-60 allow municipalities in the State of Utah to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, Title 10, Chapter 9a of the *Utah Code Annotated* enables municipalities to regulate land use and development;

WHEREAS, the City has adopted a General Plan Land Use and Official Zoning Map to govern land use within the City;

WHEREAS, the City received an Application to amend the General Plan Land Use and Official Zoning Map of Harrisville City filed by the putative property owner, Spencer Stephens Construction, and desires to act upon the same;

WHEREAS, the attached Exhibit "A" contains the required Conceptual Plan for the area of the proposed amendment to the Zoning Map;

WHERAS, after publication of the required notice the Planning Commission held a public hearing on October 9, 2024, to take public comment on this proposed ordinance, and gave its recommendation to _____ this Ordinance;

WHEREAS, the City Council received the recommendation from the Planning Commission and held its public meeting on _____, 2024, to act upon this Ordinance;

NOW, THEREFORE, be it ordained by the City Council of Harrisville as follows:

Section 1: **Zoning Map Amendment.** That the Zoning Map for certain real property identified as Weber County Parcel Number 17-066-0011 and as set forth in the attached Exhibit "A" which is hereby adopted and incorporated herein by this reference, is hereby changed from A-1(Agricultural) to the CP-2 (Commercial) Zone.

Section 2: **Concept Plan.** The Concept Plan attached in Exhibit "A" which is hereby adopted and incorporated herein by this reference is adopted as the required Concept Plan for this Zoning Map Amendment. Any development must substantially conform to this Concept Plan.

DRAFT

Section 3: **Severability**. If a court of competent jurisdiction determines that any part of this ordinance is unconstitutional or invalid, then such portion of the ordinance, or specific application of the ordinance, shall be severed from the remainder, which shall continue in full force and effect.

Section 4: **Effective date.** This Ordinance shall be effective immediately upon posting after final passage, approval, and posting.

PASSED AND ADOPTED by the City Council on this_____day of_____, 2024.

_____
MICHELLE TAIT
Mayor

_____
Jack Fogal
City Recorder

RECORDED this_____day of_____, 2024.
PUBLISHED OR POSTED this_____day of_____, 2024.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the municipal recorder of Harrisville City, hereby certify that foregoing ordinance was duly passed and published, or posted at 1) City Hall 2) Harrisville Cabin and 3) 2150 North on the above referenced dates.

_____ DATE:_____
City Recorder

DRAFT

HARRISVILLE CITY CORPORATION

ZONING MAP

JUNE 13, 2024

HARRISVILLE CITY · ESTABLISHED 1962

JA

LEGEND

- HARRISVILLE CITY BOUNDARY
- OTHER CITY/COUNTY BOUNDARIES
- STREAMS, CANALS, AND PONDS

ZONING

- A-1 (AGRICULTURAL ZONE)
- CP-2 (PLANNED COMMUNITY COMMERCIAL ZONE)
- MP-1 (PLANNED MANUFACTURING ZONE)
- MU (MIXED-USE ZONE)
- O-1 (OPEN-SPACE ZONE)
- R-1-10 (SINGLE FAMILY RESIDENTIAL ZONE)
- R-1-20 (LOW DENSITY RESIDENTIAL ZONE)
- RE-15 (RESIDENTIAL ESTATE ZONE)
- R-3 (REPEALED ZONE)
- R5-6 (REPEALED ZONE)
- SAP (REPEALED ZONE)

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

HARRISVILLE CITY · ESTABLISHED 1962

HARRISVILLE CITY

ESTABLISHED 1962

LEGEND

- HARRISVILLE CITY ANNEXATION BOUNDARY
- HARRISVILLE CITY BOUNDARY
- OTHER CITY/COUNTY BOUNDARIES
- STREAMS, CANALS, AND PONDS

LAND USE ZONES

- GENERAL COMMERCIAL
- MANUFACTURING
- MIXED USE
- HIGH DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- LOW DENSITY RESIDENTIAL
- SEMI-RURAL RESIDENTIAL
- RURAL RESIDENTIAL
- OPEN SPACE / CONSERVATION AREA / PUBLIC USE

NOTES:

SCALE: 1:8,000

DATE: 6/13/2024

DESIGNED

DRAWN

CHECKED

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

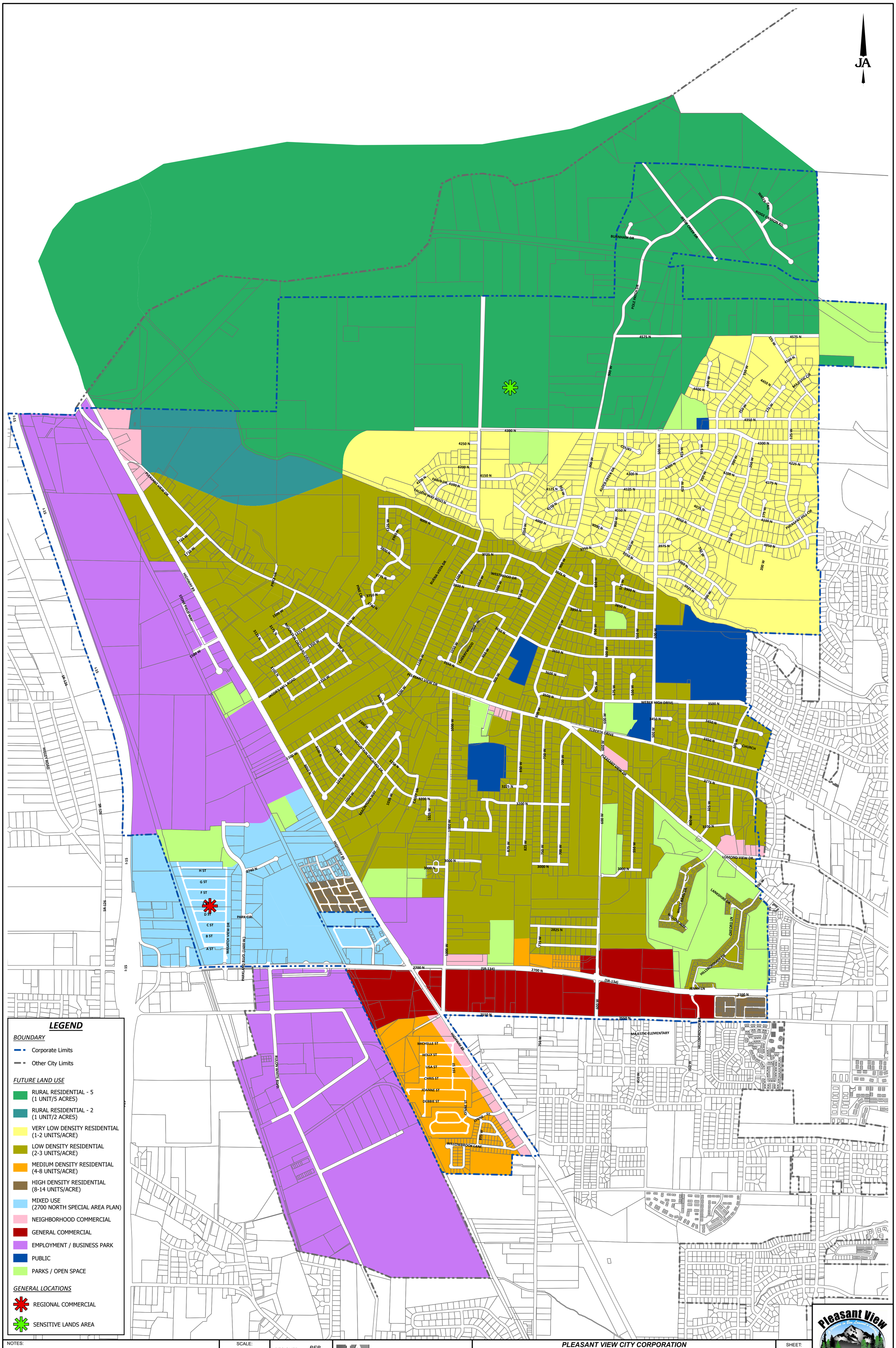
HARRISVILLE CITY CORPORATION

GENERAL PLAN MAPPING

FUTURE LAND USE MAP

SHEET: 01 OF 1 SHEETS

HARRISVILLE CITY ESTABLISHED 1962



LEGEND

BOUNDARY

- Corporate Limits
- Other City Limits

FUTURE LAND USE

- RURAL RESIDENTIAL - 5 (1 UNIT/5 ACRES)
- RURAL RESIDENTIAL - 2 (1 UNIT/2 ACRES)
- VERY LOW DENSITY RESIDENTIAL (1-2 UNITS/ACRE)
- LOW DENSITY RESIDENTIAL (2-3 UNITS/ACRE)
- MEDIUM DENSITY RESIDENTIAL (4-8 UNITS/ACRE)
- HIGH DENSITY RESIDENTIAL (8-14 UNITS/ACRE)
- MIXED USE (2700 NORTH SPECIAL AREA PLAN)
- NEIGHBORHOOD COMMERCIAL
- GENERAL COMMERCIAL
- EMPLOYMENT / BUSINESS PARK
- PUBLIC
- PARKS / OPEN SPACE

GENERAL LOCATIONS

- REGIONAL COMMERCIAL
- SENSITIVE LANDS AREA

NOTES:

SCALE: 1" = 800'

MM/DD/YYYY: 1/24/2020

DESIGNED BEB
DRAWN SEH
CHECKED DQS

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

PLEASANT VIEW CITY CORPORATION

GENERAL PLAN

FUTURE LAND USE MAP

SHEET: 00 OF SHEETS

HARRISVILLE CITY
ORDINANCE 560

AN ORDINANCE OF HARRISVILLE CITY, UTAH, AMENDING AND RESTATING THE MASTER DEVELOPMENT AGREEMENT FOR BEN LOMOND VIEWS DEVELOPMENT LOCATED AT APPROXIMATELY 1800 NORTH HIGHWAY 89 BASED UPON AN APPLICATION FILED WITH THE CITY; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Harrisville City (hereinafter "City") is a municipal corporation duly organized and existing under the laws of the State of Utah;

WHEREAS, *Utah Code Annotated* §10-8-84 and §10-8-60 allow municipalities in the State of Utah to exercise certain police powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, Title 10, Chapter 9a of the *Utah Code Annotated* enables municipalities to regulate land use and development and *Utah Code Ann.*

WHEREAS, the City has received an application to amend and restate the Master Development Agreement for the Ben Lomond Views Development of Harrisville City filed by the putative property owner, BLV LLC, and desires to act upon the same

WHEREAS, the attached Exhibit contain the required Plan Maps and Master Development Plan for the area of the proposed amendment;

WHEREAS, after publication of the required notice the Planning Commission held its public hearing on October 9th, 2024, to take public comment on this proposed ordinance and gave its recommendation to _____ this Ordinance;

WHEREAS, the City Council received the recommendation from the Planning Commission and held its public meeting on _____, 2024, to act upon this Ordinance;

NOW, THEREFORE, be it Ordained by the City Council of Harrisville City, Utah as follows:

Section 1: **Plan Map and Master Development Plan Amendment and Restatement.** The Plan Maps and Master Development Plan attached herein as Exhibits "A" which are hereby amended and incorporated herein by this reference are amended and restated as the required Plan Maps and Master Development Plan for the Zoning Map Amendment. Any development must substantially conform to these Plan Maps and Master Development Plan

Section 2: **Severability**. If a court of competent jurisdiction determines that any part of this ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of the ordinance, shall be severed from the remainder which remainder shall continue in full force and effect.

Section 3: **Effective Date**. This Ordinance takes effect immediately after approval and

DRAFT

posting.

PASSED AND APPROVED by the City Council on this_____ day of_____, 2024

_____
MICHELLE TAIT, Mayor

ATTEST:

_____
JACK FOGAL, City Recorder

RECORDED this____day of_____. 2024.
PUBLISHED OR POSTED this____day of_____, 2024.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provision of UCA §10-3-713, 1953 as amended, I, the municipal recorder of Harrisville City, hereby certify that the foregoing ordinance was duly passed and published, or posted at 1) City Hall 2) 2150 North, and 3) Harrisville Cabin on the above reference dates.

_____ **DATE**: _____
City Recorder

DRAFT

When Recorded Return to:

~~Bruce R. Baird~~
~~Bruce R. Baird, PLLC~~
~~2150 South 1300 East,~~BLV Property Owner, LLC
1240 E. 2100 S., Suite ~~500~~ 300
Salt Lake City, ~~UT 84108~~Utah 84106

AMENDED AND RESTATED

MASTER DEVELOPMENT AGREEMENT
FOR
BEN LOMOND VIEWS

~~June ___, 2021~~

Formatted: Header

Formatted: Indent: Left: 0"

Formatted: Font: 13 pt

Formatted: Indent: Left: 0", Right: 0"

Formatted: Header

This instrument amends, restates, replaces, and supersedes in its entirety that certain *Master Development Agreement for Ben Lomond Views* recorded in the office of the Weber County Recorder on September 29, 2021, as Entry No. 3187199.

Formatted: Header

Formatted: DocID

Formatted: Header

TABLE OF CONTENTS

Commented [KM1]: To be updated after all the changes to the text are completed.

RECITALS **1**

TERMS **2**

1. Incorporation of Recitals and Exhibits/Definitions 2

1.1. **Incorporation** 2

1.2. **Definitions** 2

1.2.1. **Act** 2

1.2.2. **Administrator** 2

1.2.3. **Applicant** 2

1.2.4. **Ben Lomond Views CRA** 3

1.2.5. **Buildout** 3

1.2.6. **City** 3

1.2.7. **City Consultants** 3

1.2.8. **City's Future Laws** 3

1.2.9. **City's Vested Laws** 3

1.2.10. **Commercial Site Plan** 3

1.2.11. **Council** 3

1.2.12. **Default** 3

1.2.13. **Denial** 3

1.2.14. **Design and Site Standards** 3

1.2.15. **Development** 4

1.2.16. **Development Area** 4

1.2.17. **Development Application** 4

1.2.18. **Development Report** 4

1.2.19. **Effective Date** 4

1.2.20. **Excluded Development Area** 4

1.2.21. **Final Plat** 4

1.2.22. **Four Mile SSD** 4

1.2.23. **Intended Uses** 4

1.2.24. **Master Developer** 5

1.2.25. **Master Plan** 5

1.2.26. **Maximum Residential Units** 5

Formatted: Header

1.2.27. **MDA** 5
1.2.28. **Millennium Park** 5
1.2.29. **Millennium Park Agreement** 5
1.2.30. **Multi-Family Site Plan** 5
1.2.31. **Notice** 5
1.2.32. **Open Space** 5
1.2.33. **Outsourcing** 5
1.2.34. **Party/Parties** 6
1.2.35. **Planning Commission** 6
1.2.36. **Project** 6
1.2.37. **Property** 6
1.2.38. **PTOS Plan** 6
1.2.39. **Public Infrastructure** 6
1.2.40. **Residential Dwelling Unit** 6
1.2.41. **Standards Deviations** 6
1.2.42. **Sub-developer** 7
1.2.43. **Subdivision** 7
1.2.44. **Subdivision Application** 7
1.2.45. **Zoning** 7
1.2.46. **Zoning Ordinance** 7
2. Development of the Project 7
2.1. Compliance with the Master Plan, Design Standards, and this MDA 7
2.2. Maximum Residential Units/Intended Uses. 7
2.3. Limitation and No Guarantee 8
2.4. Excluded Development Area 8
2.5. Design Standards for Commercial Development and Condominium Units 8
2.6. Sequencing and Relationship of Residential and Commercial Uses 9
2.6.1. General Statement 9
2.6.2. Prompt Platting/Approval 9
2.6.3. Timely Application Review. 9
2.6.4. Infrastructure Development 10

2.6.5. Condominium and Commercial Buildings Design 10
2.6.6. Commercial Building Sequencing 11
2.6.7. Development Area Sales 11
2.6.8. Transfers of Residential Dwelling Units and Other Intended Uses 12
2.6.9. Accounting for Residential Dwelling Units and Other Intended Uses for Development Areas developed by Master Developer 12
2.6.10. Accounting for Residential Dwelling Units and Other Intended Uses for Development Areas Sold to Sub-developers 12
2.6.11. Return of Unused Residential Dwelling Units or Other Intended Uses 12
3. Vested Rights 13
3.1. Vested Rights Granted by Approval of this MDA 13
3.2. Exceptions 13
3.2.1. Master Developer Agreement 13
3.2.2. State and Federal Compliance 13
3.2.3. Codes. 13
3.2.4. Regulations of other service providers 14
3.2.5. Taxes. 14
3.2.6. Fees. 14
3.2.7. Impact Fees 14
3.2.8. Planning and Zoning Modification 14
3.2.9. Compelling, Countervailing Interest 14
4. Term of Agreement 15
5. Public Infrastructure 15
5.1. Construction by Master Developer 15
5.2. Bonding 15
6. Parks, Trails and Open Space/Millennium Park. 15
7. Processing of Development Applications 16
7.1. Processing of Development Applications 16
7.2. Acceptance of Certifications Required for Development Applications 17
7.3. Independent Technical Analyses for Development

Formatted: Header

Applications 17
7.4. Processing of Residential Subdivisions, Commercial Site Plans and Multi-Family Site Plans 18
7.5. City Denial of a Development Application 18
7.6. Meet and Confer regarding Development Application Denials 18
7.7. City Denials of Development Applications Based on Denials from Non-City Agencies 18
7.8. Mediation of Development Application Denials 18
7.8.1. Issues Subject to Mediation 18
7.8.2. Mediation Process 19
7.9. Arbitration of Development Application Objections 19
7.9.1. Arbitration Process 20
8. Application Under City's Future Laws. 20
9. Default 20
9.1. Notice 20
9.2. Contents of the Notice of Default 21
9.2.1. Specific Claim 21
9.2.2. Applicable Provisions 21
9.2.3. Materiality. 21
9.2.4. Optional Cure 21
9.3. Meet and Confer, Mediation, Arbitration 21
9.4. Remedies 21
9.4.1. Law and Equity. 21
9.4.2. Security. 21
9.4.3. Future Approvals 21
9.5. Public Meeting 22
9.6. Emergency Defaults 22
9.7. Extended Cure Period 22
9.8. Default of Assignee 22
9.9. Limitation on Recovery for Default – No Damages 23
10. Notices 23
11. Effectiveness of Notice 24
11.1. Hand Delivery. 24
11.2. Electronic Delivery. 24

Formatted: Header

11.3. Mailing 24
12. Secondary Water/Consent to Four Mile SSD 24
13. Headings 25
14. No Third-Party Rights/No Joint Venture 25
15. Hold Harmless 25
16. Assignability. 25
16.1. Sale of Lots 25
16.2. Related Entity 26
16.3. Notice 26
16.4. Time for Objection 26
16.5. Partial Assignment 26
16.6. Denial 26
16.7. Assignees Bound by MDA 27
17. Binding Effect 27
18. No Waiver 27
19. Severability. 27
20. Force Majeure 28
21. Time is of the Essence 28
22. Appointment of Representatives 28
23. Entire Agreement 28
24. Estoppel Certificate 28
25. Mutual Drafting 29
26. Effective Date 29
27. Recordation and Running with the Land 29
28. Authority. 29
TABLE OF EXHIBITS 31

Formatted: Header

Formatted: Header

Formatted: Font: 9 pt

Formatted: DocID, Line spacing: single

AMENDED AND RESTATED

MASTER DEVELOPMENT AGREEMENT FOR
BEN LOMOND VIEWS

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT is made and entered as of the ___ day of ~~June 2021~~ _____, 2024, by and between HARRISVILLE CITY and ~~BLD Investment~~BLV PROPERTY OWNER, LLC, a Utah limited liability company.

RECITALS

A. The capitalized terms used in this MDA are defined in Section 1.2, below.

~~B. Master Developer is under a contract to purchase and will own as of the Effective Date the Property and is developing the Project on the Property.~~

B. The City and BLD Investment, LLC, a Utah limited liability company ("**Original Developer**") entered into a *Master Development Agreement for Ben Lomond Views* ("**Original MDA**") on or about June 22, 2021. The Original MDA was recorded in the office of the Weber County Recorder on September 29, 2021, as Entry No. 3187199.

C. Contemporaneously with the approval of the Original MDA the City approved an original master plan for the Property and the Project ("**Original Master Plan**"). Contemporaneously with the approval of this MDA, the City has approved the Master Plan~~.~~ for the Project. The parties intend that the Master Plan will completely supersede and replace the Original Master Plan.

D. Contemporaneously with the approval of ~~this~~the Original MDA the City ~~has~~ zoned the property "MU-LP – Ben Lomond".

E. Master Developer has acquired title to all of the Property and all of Original Developer's interest in the Project and all the development rights and obligations under the Original MDA.

Formatted: Header

Formatted: Not Expanded by / Condensed by

Formatted: Condensed by 0.5 pt

Formatted: Header

F. Master Developer desires to completely amend and restate the provisions of the Original MDA as provided herein.

~~E.~~G. The City finds that this MDA and the Master Plan conform with the intent of the City's General Plan.

~~F.~~H. The City has processed this MDA, the Zoning, and the Master Plan pursuant to the applicable provisions of ~~Section~~Utah Code § 10-9a-501, *et seq*~~., of the Act.~~[1] as a land use regulation including holding hearings on the MDA, the Zoning and the Master Plan before the Planning Commission and the City Council.

~~G.~~I. Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan.

~~H.~~J. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City, and its residents by, among other things, requiring orderly development of the Property as a master planned development and

[1] All references to the Utah Code refer to the version in effect as of the date this MDA was approved by the City Council.

increasing property tax and other revenues to the community based on improvements to be constructed on the Property.

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

~~J.~~L. The Parties understand and intend that this MDA is a "development agreement" within the meaning of the Act and entered into pursuant to the terms of the Act.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the City and Master Developer hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits "A" – "~~T", whether or not~~S", specifically referenced herein are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings and other terms may be defined elsewhere in this MDA:

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code ~~Ann.~~ § 10-9a-101 ~~(2020),~~ *et seq*.

1.2.2. **Administrator** means the person designated by the City as the Administrator of this MDA.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

Formatted: Header

Formatted: Indent: Left: 0"

1.2.4. **Ben Lomond Views CRA** means a community reinvestment area created by the City to use certain tax increment financing for City-related infrastructure.

1.2.5. **Buildout** means the completion of all the development on the entire Project in accordance with the approved plans.

1.2.6. **City** means Harrisville City, a Utah municipality.

1.2.7. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as engineering, planning, traffic, hydrology, or drainage for reviewing certain aspects of the development of the Project.

1.2.8. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future, including provisions of the Harrisville City Code ("**City Code**"), when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.9. **City's Vested Laws** means the ordinances, policies, standards, and procedures of the City in effect as of ~~the date~~ [redacted], including provisions of the City ~~approves this MDA~~Code. A digital copy of the current City Code, including the Zoning~~, a digital copy of~~ Ordinance, which on ~~CD~~digital copy is ~~attached as Exhibit "T".~~filed with the City Recorder.

1.2.10. **Commercial Site Plan** means an application ~~for Intended~~to develop Commercial Uses ~~other than those for purely Residential Dwelling Units~~as designated in the Master Plan.

1.2.11. **Council** or **City Council** means the elected ~~City Council~~ legislative body of the City.

1.2.12. **Default** means a material breach of this MDA as specified herein.

1.2.13. **Denial** means a formal denial issued by the final administrative

Formatted: Header

Commented [KM2]: Identify the date of the vested code.

Formatted: Header

decision-making body of the City for a Development Application but does not include review comments or "redlines" by City staff.

1.2.14. **Design and Site Standards** means those standards specifically prepared for ~~the design, look, and feel of the~~this Project which are more fully specified in Exhibit "G".

Formatted: Header

1.2.15. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.2.16. **Development Area** means ~~one of the areas that are a part~~any portion of the Project which is recorded as ~~conceptually illustrated in the Master Plan~~a distinct Final Plat of the Project.

1.2.17. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.18. **Development Report** means a report containing the information specified in Sections 2.6.9 – 2.6.11.

1.2.19. **Effective Date** means the date that this MDA becomes effective as specified in Section 27, below.

1.2.20. **Excluded Development Area** means that portion of the Property illustrated on the Master Plan, Exhibit "B", which is subject to the special provisions of Section 2.4 below.

1.2.21. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with ~~the Act or any successor provision~~applicable Utah law, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.22. **Four Mile SSD** means a special service district to be created by the City to provide approved public services to the Project, including secondary water (pressurized irrigation), if Developer is unable to arrange for such water through Pineview Water District.

1.2.23. **Intended ~~Uses~~Use** means the use ~~of all or~~ anticipated for any portions of the Project ~~for~~ or any Development Areas. Examples of Intended Uses for the Project include, but are not limited to, for Residential Dwelling Units (single~~-~~ family detached and attached), multi-family ~~residential~~ units, restaurants, public facilities, businesses, commercial

areas, professional and other offices, services, open spaces, parks, trails, and other uses as more fully specified in Exhibit “D”.

Formatted: Header

Formatted: Header

~~1.2.24. **Master Developer** means BLD Investment, LLC.~~

1.2.24. **Master Developer** means BLV Property Owner, LLC, a Utah limited liability company and any assignee or successor in interest with respect to the Property. The parties acknowledge that BLV Property Owner LLC intends to convey the Property, and its interest in the Project, as soon as practicable.

~~1.2.26.~~1.2.25. **Master Plan** means the conceptual layout for ~~Commercial Development~~commercial development, Residential Dwelling Units, Open Space, and Public Infrastructure for the Project which has been approved by the City.

~~1.2.27.~~1.2.26. **Maximum Residential Units** means the maximum number of Residential Dwelling Units that may be developed on the Property, as detailed in Section 2.2 below, consistent with the Property zoning and as generally depicted in the Master Plan.

~~1.2.28.~~1.2.27. **MDA** means this Amended and Restated Master Development Agreement including all the Exhibits.

~~1.2.29.~~1.2.28. **Millennium Park** means that public park identified on the Master Plan and specifically discussed in ~~the Millennium Park Easement Agreement (the "Millennium Park Agreement").~~Section __ below.

Commented [JH3]: Removing this agreement but developer obligations are still identified in Exhibit "S"

~~1.2.30.~~1.2.29. **Millennium Park ~~Agreement~~Improvements** means ~~that~~those certain ~~easement agreement between~~ Master Developer ~~and the City entered into and recorded contemporaneously with this MDA~~obligations regarding the ~~use, operation,~~ improvement~~, maintenance and other aspects of the~~ to Millennium Park, ~~the form of which is attached hereto, with descriptive elements,~~ as described in Exhibit "S".

~~1.2.31.~~1.2.30. **Multi-Family Site Plan** means a site plan for a multi-family ~~Development~~component of the Project where no Subdivision is required.

~~1.2.32.~~1.2.31. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.

Formatted: Header

~~1.2.33.~~1.2.32. **Open Space** shall have the meaning specified in Section 11.01.060 of the City's Municipal Code.

~~1.2.34.~~1.2.33. **Outsourcing** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

Formatted: Header

~~1.2.35.~~1.2.34. **Party/Parties** means, in the singular, Master Developer or the City; in the plural Master Developer and the City.

~~1.2.36.~~1.2.35. **Planning Commission** means the City's Planning Commission.

~~1.2.37.~~1.2.36. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, and all the other aspects approved as part of this MDA.

~~1.2.38.~~1.2.37. **Property** means the real property owned by and to be developed by Master Developer more fully described in Exhibit "A".

~~1.2.39.~~1.2.38. **PTOS Plan** means the plan for developing, managing, preserving improving the neighborhood parks, trails, and open space in the Project, (excluding Millennium Park), as more fully specified in Exhibit "O".

~~1.2.40.~~1.2.39. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City or other governmental entity as a condition of the approval of a Development Application including, but not limited to, public streets, culinary water utility lines, secondary water utility lines, sanitary sewer lines and storm water facilities.

~~1.2.41.~~1.2.40. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a single-family residence, an attached residence, including a condominium and town house, as illustrated on the Master Plan.

~~1.2.42.~~1.2.41. **Standards Deviations** means those deviations from the City's existing ~~City~~ development, design, engineering, and other standards, including but not limited to those standards that are included in the City's Vested Laws, which are specified in Exhibit "H" and which are subject to the provisions of Sections 2.1 and 5.1, below.

Formatted: Header

~~1.2.43.~~1.2.42. **Sub-developer** means a person or an entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Master Developer which purchases ~~a~~one or more Development ~~Area~~Areas for development.

~~1.2.44.~~1.2.43. **Subdivision** means the division of any portion of the Project into separate legal parcels or lots of real property as developable lots pursuant to the Act and/or the Zoning Ordinance.

~~1.2.45.~~1.2.44. **Subdivision Application** means the application to create a Subdivision.

~~1.2.46.~~1.2.45. **Zoning** means the "MU-LP – Ben Lomond" zoning for the Property adopted by the City contemporaneously with the approval of this MDA.

~~1.2.47.~~1.2.46. **Zoning Ordinance** means the ~~City's~~ Land Use ~~and Development~~ Ordinance of Harrisville City, Section 11.01.010, *et seq.*, of the Harrisville City Code adopted pursuant to the Act ~~that~~as part of the City's Vested Laws, as the same was in effect as of the date ~~of~~ this MDA ~~as a part of~~was approved by the ~~City's Vested Laws~~City Council.

2. Development of the Project.

2.1. Original MDA Replaced and Superseded. The parties agree that this MDA amends, restates, replaces, and supersedes the Original MDA its entirety. No provisions of the Original MDA shall be effective or binding on the Property or the Project unless contained herein.

Commented [JH4]: Double Check section refercences. Adding this in the numbering may change other references.

~~2.1.~~2.2. Compliance with the Master Plan, Design Standards, and this MDA.

Development of the Project shall be in accordance with the City's Vested Laws (except as specified in the Standards Deviation, Exhibit "H"), the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Master Plan, the Design Standards, and this MDA. If there is any conflict between this MDA and the City's Vested Laws, then this MDA shall be controlling.

~~2.2.~~2.3. Maximum Residential Units/Intended Uses. At Buildout of the Project,

Master Developer shall be entitled to have developed the Maximum Residential Units of Six Hundred ~~Forty-Nine (649~~Sixty-Four (664) Residential Dwelling Units~~, comprising 425 single family homes, 144 town homes and 80 condominium apartments. An additional fifteen (15) single family home units are currently and provisionally planned in~~. From time to time, the ~~Excluded Development Area, conditional on a~~

Formatted: Header

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

~~resolution and remapping~~Developer may change the Master Plan configuration of the ~~current flood plain reasonably acceptable to the City, increasing the Maximum~~type and location of Residential Dwelling Units and other Intended Uses to ~~664) and the~~meet its needs or to respond to market conditions. In addition to Residential Dwelling Units, Master Developer will have the right to develop the Project with other Intended Uses as specified in and pursuant to this MDA, which development shall be of the type and in the general location as shown on the Master Plan~~.~~, unless otherwise agreed to by the City staff. The reconfiguration of Residential Dwelling Uses, Intended Uses and other development rights permitted herein may result in a change in the mix and layout of Residential Dwelling Units and Intended Uses from those shown on the Master Plan, provided, however, that the Maximum Residential Units provided for in this Section shall not be exceeded for the overall Project.

~~2.3.~~2.4. Limitation and No Guarantee. Master Developer acknowledges that the development of the Maximum Residential Units and every other aspect of the Master Plan requires that each Development Application comply with the City's Vested Laws, the Master Plan, the Design Standards, and this MDA. The City's entry into this MDA does not guarantee that the Master Developer will be able to construct the Maximum Residential Units or any other aspect of the Project until and unless all the applicable requirements of the City's Vested Laws are complied with.

~~2.4.~~2.5. Excluded Development Area. The Parties acknowledge that residential development in the Excluded Development Area is currently and potentially impacted by issues related to storm water drainage, a potential flood plain and other issues. It is Parties' intent, and current agreement, ~~as and when those issues are resolved,~~ that Master Developer must obtain approval to remove the floodplain from the Excluded Development Area before Residential Dwelling Units will be allowed to be built in the Excluded Development Area. All other Intended Uses such as parks,

Formatted: Header

Formatted: Right: 0.07", Space Before: 4.5 pt

Formatted: Not Expanded by / Condensed by

Formatted: Indent: Left: 0.06", First line: 1.01", Space Before: 0.15 pt, Tab stops: 1.07", Left + Not at 1.57" + 1.57"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

open space, clubhouses, or other Project amenities are allowed in the Excluded Development Area. If the applicable flood map for the Excluded Development Area is revised or adjusted in a manner that reasonably allows for residential development, the Master Developer will be able to pursue and allow development in the Excluded Development Area as illustrated in the Master Plan, ~~and~~or in a manner allowed under the terms of this MDA, ~~with the potential addition of up to fifteen (15) Residential Units to~~but cannot exceed the Maximum Residential Units ~~identified in Section 1.2.26~~, subject to such amendments of this MDA as may reasonably be required.

~~2.5.~~2.6. Design Standards for Commercial Development and Condominium Units. The Parties acknowledge that the precise design standards for the commercial ~~areas~~ and ~~the two~~ condominium ~~buildings~~uses shown on the Master Plan are not yet completed. ~~The Design and Site Standards, Exhibit "G", includes some renderings and other~~Final details ~~and~~, design concepts~~. The Parties shall work cooperatively to amend this MDA within a period~~, and renderings for the commercial and condominium buildings may be approved by the City's staff consistent with the City's standard process for approvals for these uses. .

Formatted: Header

Formatted: Left, Right: 0", Space Before: 3.5 pt

Commented [GU5]: Commercial site plans are approved by the Planning Commission.

Formatted: Header

~~sequencing outlined in Section 2.6.6, to include detailed and reasonable design standards for the commercial and condominium uses and to work toward final building exterior designs.~~

2.7. Sequencing and Relationship of Residential and Commercial Uses.

2.7.1. General Statement. The Parties acknowledge that, separate from and related to the City's interest in the development of Residential Uses within the ~~Development~~Project, the City has an interest in the development of areas designated on the Master Plan to include multi- family/condominiums and commercial ~~("Retail/Office")~~(including retail/office) units, and recognizing that such development is subject to market/economic forces beyond the control of Master Developer~~.~~. The City desires certain assurances that Master Developer is and will remain committed to develop the commercial and condominium areas ~~in a timely manner.~~when it is economically and market feasible to do so. To that specific end, the Parties agree to the following sequencing plan and related mutual goals:

2.7.2. Prompt Platting/Approval. Master Developer will use its best commercially reasonable efforts actively and promptly to pursue the platting and approval of all residential subdivisions within the ~~Development~~Project, including the layout of roads and general infrastructure within those subdivisions~~, with the goal of satisfying all requirements for approvals within a period of not more than twelve (12) months from the Effective Date of this Agreement~~. For its part, the City will actively and promptly engage in all reasonable and required review and analysis of Master Developer's subdivision applications~~ with the goal of providing required approvals within the stated target period.~~..

2.7.3. Timely Application Review. The ~~P~~Parties ~~a~~acknowledge ~~t~~that an accelerated sequencing of sub-development to the Parties mutual benefit, including the City's proper and timely review, analysis and consideration of Master Developer's anticipated and separate residential subdivisions ~~within the period stated in subsection 2.6.2, will likely~~, may require the supplementation of currently-limited City resources, including overtime expenses or the

potential

Formatted: Header

Formatted: Header

Formatted: Right: 0.08", Space Before: 4.5 pt

Outsourcing to third-party engineers and consultants to assist in said reviews and analysis, as provided in Section 7.1 below. ~~In consideration of, and to offset the additional expenses likely to be incurred by the City in those efforts, the Master Developer will deposit with the City within thirty (30) days after the Effective Date One Hundred Fifty Thousand Dollars ($150,000.00) to be held in escrow and applied to the payment of those additional expenses~~Original Developer has deposited $150,000.00 into escrow with the City to be applied to the payment of such Outsourcing expenses. Any portion of such funds which are unused when the Project is fully developed will be delivered to Master Developer.

2.7.4. Infrastructure Development. Upon approval of all subdivisions by all governmental entities necessary to the approval process, and subject at all times to the requirements and reservations outlined in Subsection 2~~.6.7~~.__ below, Master Developer will promptly and actively, as commercially reasonable, pursue the development and installation of all infrastructure for the ~~entire Development~~Project, beginning with the excavation and development of roadways and, conditional upon approval by the applicable utility, continuing with the installation of electric, sewer, water (including secondary water) and cable or fiber lines. ~~Assuming necessary approvals from the City and all utilities by Spring 2022, Master Developer projects, without guarantee, completion of residential infrastructure within twelve (12) months of approval, with appropriate and reasonable adjustments to that timeframe for any delays in approvals beyond June 30, 2022~~The parties anticipate that such infrastructure development will be concluded within five (5) years after the time when: (a) the last Final Plat(s) and/or site plan(s) are approved from any applicable governmental entities, including, as applicable, the Utah Department of Transportation, for the entire Project; and (b) construction of such infrastructure begins for said Final Plat(s) and/or site plan(s). .

2.7.5. Condominium and Commercial Buildings Design. Separately, Master Developer and the City, through its Planning Commission, will actively and in good faith

Formatted: Header

promptly engage in ~~such~~all reasonable and required review (including charrettes as may be necessary) to finalize acceptable architectural designs and drawings specifically for the ~~four~~ commercial retail/office buildings and the ~~two~~ condominium buildings~~, to be constructed in locations generally consistent with the conceptual site plan designs presented by Master Developer within the area of the Master Plan designated for those units. The Parties will cooperate in that process with a mutual and agreed goal of final and approved design and drawings~~.

Formatted: Header

~~exclusive of tenant-related work in the commercial buildings, by not later than eighteen (18) months after the Effective Date.~~

~~2.7.7. Commercial Building Sequencing. Master Developer shall commence development and construction of the four commercial buildings as follows:~~

~~2.7.11.0. Construction of two of the four commercial buildings will commence by not later than the date on which a total of 70% of all residential units have been completed and receive certificates of occupancy;~~

~~2.7.12.0. Construction of the remaining two of the four commercial buildings will commence by not later than the date on which a total of 85% of the residential units have been completed and receive certificates of occupancy.~~

2.7.6. Reserved .

~~2.7.13.~~2.7.7. Development Area Sales. The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of ~~a~~any particular Development Area, may not be known at the time of the creation of or sale of a Development Area~~.~~ from the Master Developer to a third party. Master Developer may ~~obtain approval of a division~~divide or partition ~~of~~ the Property as is provided in ~~Section~~Utah Code § 10-9a-103(~~65~~68)(c)(v) ~~of the Act~~ that does not create any individually developable lots in the Development Area without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure ~~in the~~that may be required to service a Development Area shall be that of the Master Developer or a Sub-developer ~~upon a subsequent re-Subdivision of the Development Area that creates individually developable lots or upon the approval of a Commercial Site Plan or Multi-~~

Formatted: Header

~~family Site Plan.~~as may be assigned by the Master Developer. However, construction of improvements within a Development Area shall not be allowed until the Master Developer or Sub-developer complies with the City's Vested Laws.

~~2.7.14. Transfers of Residential Dwelling Units and Other Intended Uses. The Master Plan provides that Residential Dwelling Units and Other Intended Uses may be transferred between or among Development Areas by Master Developer subject to certain limited and specified parameters as a matter of right without any approvals being required by the City.~~

2.7.8. Reserved

~~2.7.17.~~2.7.9. Accounting for Residential Dwelling Units and Other Intended

Uses for Development Areas developed by Master Developer. At the recordation of a Final Plat or Commercial Site Plan for any Development ~~Application for areas to be developed by Master Developer~~Area, Master Developer shall provide the City a Development Report showing ~~any~~the number of Residential Dwelling Units or other ~~Intended Uses~~development rights used ~~with the Development Application~~within the recorded Final Plat or Commercial Site Plan and the number of Residential Dwelling Units and other ~~Intended Uses remaining with Master Developer~~development rights for the remaining Project. The Development Report shall also account for any required Open Space. The Development Report shall be in a form substantially similar to Exhibit "__" attached hereto.

~~2.7.18.~~2.7.10. Accounting for Residential Dwelling Units and Other Intended

Uses for Development Areas Sold to Sub-developers~~. Any Development Area sold by Master Developer to a Sub-developer shall include the transfer of a specified portion of the Maximum Residential Units and, for any non-residential Intended Use, shall specify the amount and type of any such other use sold with the Development Area.~~. At the recordation of a Final Plat or other document of conveyance for any Development Area sold to a Sub-developer, Master Developer shall provide the City a Development Report and must include an illustration or plat map showing the ownership of the Development Area(s) sold~~, the portion of the Maximum Residential Units and/or other type of Intended Use transferred with the Development Area(s), the amount of the Maximum Residential Units and other Intended Uses remaining with Master Developer and any material effects of the sale on the Master Plan~~.

~~2.7.19.~~2.7.11. Return of Unused Residential Dwelling Units or Other Intended

Uses. If any portion of the Maximum Residential Units or other ~~Intended Uses~~development rights transferred to a

Formatted: Header

Commented [JH6]: This is now addressed in section 2.3 "Maximum Residential Units/Intended Uses"

Formatted: Not Expanded by / Condensed by

Commented [JH7]: Create this form and name the exhibit

Formatted: Left, Right: 0", Space Before: 4.45 pt, Line spacing: single

Formatted: Header

Sub-developer are unused by the Sub-developer at the time the Development Areas transferred with such Density receives approval for a Development Application for the final portion of such transferred Development Areas, the unused portion of the transferred Maximum Residential Units or other ~~Intended Uses~~development rights shall automatically revert back to Master Developer and the Master Developer shall file with the City a Development Report.

2.8. Project Amenities. The maps included in the Exhibits to this MDA which depict a clubhouse and other community amenities are provided for conceptual purposes only and are not to be construed as representations, guarantees, or requirements under this MDA. The Master Developer has the option, but not the obligation, to construct or provide amenities such as pools, clubhouses, play equipment, landscape amenities or other amenities beyond those expressly identified in the PTOS Plan. Any amenities depicted in the exhibits, other than those in the PTOS Plan, are illustrative and are not a commitment to build or provide such amenities.

Commented [GU8]: Is developer committing they will complete the parks in accordance to the PTOS plan (Mainly Exhibit O-3 which outlines amenities)? Reserving the right to substitute amenities according to typical projects for this developer?

3. Vested Rights.

3.1. Vested Rights Granted by Approval of this MDA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants Master Developer all rights to develop the Project in fulfillment of this MDA, the City's Vested Laws, the Zoning, and the Master Plan, except as specifically provided herein. The Parties specifically intend that this MDA grant to Master Developer "vested rights" as that term is construed in Utah's common law ~~and pursuant to Section~~consistent with the provisions of Utah Code § 10-9a-509 ~~of the Act~~.

3.2. Exceptions. The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.1 are subject to only the following exceptions:

3.2.1. Master Developer ~~Agreement.~~Consent. Any portion of the City's Future Laws that Master Developer agrees in writing will be applicable to ~~the application thereof to the Project~~a particular Development Application;

Formatted: Header

3.2.2. State and Federal Compliance. Any portion of the City's Future Laws which are

generally applicable to all properties in the City, and which are required to comply with State and Federal laws and regulations affecting the Project;

3.2.3. Codes. Any portion of the City's Future Laws that are updates or amendments

to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, flood plain or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices, the International Residential Code or similar standards that are generated by a nationally or statewide

Formatted: Header

recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.2.4. Regulations of other service providers. Any changes ~~in~~to laws, rules or regulations of any other entity that provides services to the Project.

3.2.5. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and entities similarly situated;

3.2.6. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

3.2.7. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law, and applicable statutes, including but not limited to Utah Code ~~Ann.~~ § 11-36a-101 ~~(2020),~~ *et seq.*;

3.2.8. Planning and Zoning Modification. Changes by the City to its planning principles and design standards, provided that such changes: (a) do not work to reduce the Maximum Residential Units~~,~~; (b) are generally applicable across the entire City; and (c) do not materially and unreasonably increase the costs or net financial results of any Development Area; or

3.2.9. Compelling, Countervailing Interest. Laws, rules, or regulations that the City's land use authority finds on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code ~~Ann.~~ § 10-9a-509(1)(a)(~~i) (2020~~ii)(A).

4. **Term of Agreement.** This MDA shall expire ten (10) years after the date this MDA is recorded in the office of the Weber County Recorder. So long as there is no uncured default on December 31, 2031. Ifthe part of Master

4. Developer has not been declared to be currently in Default as of December 31, 2031 (and if anyon such Default is not being cured),date, then the term of

this MDA shall be automatically extended until December 31, 2036. Thisfor an additional five (5) years. Notwithstanding the foregoing, this MDA shall also terminate automatically at Buildout.

6.5. **Public Infrastructure.**

6.1.5.1. Construction by Master Developer. Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application. The Public Infrastructure shall be designed and constructed in Compliance with all applicable standards in the City's Vested Laws (except for those exceptions specified in the Standards Deviations, Exhibit "H") and, also, with any other Federal, State, or County laws, rules, or regulations. The Public Infrastructure shall be consistent with and fulfill the purposes of adopted plans for such infrastructure that are a part of the City's Vested Laws.

6.2.5.2. Bonding. If and to the extent required by the City's Vested Laws, unless otherwise provided by the Act, security for any required improvements shall be provided in a form acceptable to the City as specified in the City's Vested Laws. In addition, the City specifically agrees to accept surety bonds if the corporate surety is licensed in the State and has a minimum financial strength rating of at least "A-" as rated by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poor's Corporation, or a similar rating agency. Partial releases of any such required security shall be made as work progresses based on the City's Vested Lawsterms required by the Act.

7.6. **Parks, Trails and Open Space/Millennium Park.** Master Developer shall be responsible for creating, dedicating, and improving the parks, trails and open space in the Project

Formatted: Header

Formatted: Not Expanded by / Condensed by

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Header

as specified in the PTOS Plan. The Master Developer shall make specific improvements to the existing Millennium Park ~~(excluded from the PTOS Plan) shall be operated, improved, maintained, and managed pursuant to the Millennium Park Agreement.~~as outlined in Exhibit "S".

Formatted: Header

~~8.~~7. Processing of Development Applications.

~~8.1.~~7.1. Processing of Development Applications. Within ten (10) business days after receipt of a Development Application and upon the request of Applicant, the City and Applicant will confer in good faith concerning the projected timeline for processing the application and to determine the scope of any supplementation or Outsourcing that may be necessary to meet the desired schedule. If the City determines that Outsourcing is necessary and appropriate to the timely processing of any Development Application as agreed between the Parties, then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the Master Developer or Sub-developer in good faith consultation with the City. This may include either an agreement to pay overtime to the City employees or the hiring of a City Consultant acceptable to the Parties and selected in the manner consistent with that provided in Section 7.3 below for expert consultants. If the Master Developer notifies the City that it desires to proceed with the Outsourcing based on the City's reasonable estimate of costs, the City may apply funds deposited by Master Developer under Section 2.6.3 above against the differential cost. Similarly, if a Sub-developer notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs, then the Sub-developer shall deposit in advance with the City the estimated differential cost. In either case, with deposits secured, the City shall promptly proceed with having the work Outsourced in a manner agreed. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Sub-developer) for the actual differential cost of Outsourcing, Master Developer or the Sub-developer shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. If at any time the Applicant becomes delinquent in the payment of any Outsourcing fees, the City may postpone all

Formatted: Header

work until the Applicant is paid current with the City for all outstanding fees related to the Development Application.

~~8.2.~~7.2. Acceptance of Certifications Required for Development Applications. Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified, or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The City should endeavor to make all redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

~~8.3.~~7.3. Independent Technical Analyses for Development Applications. If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, site infrastructure, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants with the actual and reasonable costs being the responsibility of Applicant. The City Consultant undertaking any review by the City required or permitted by this MDA shall be selected from a list generated by the City for each such City review pursuant to a "request for proposal" process or as otherwise allowed by City ordinances or regulations. Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such review may be a factor in selecting the City Consultant. The actual and reasonable costs of a City Consultant shall be the responsibility of Applicant. The work of the City Consultant shall be completed in a commercially reasonable time.

Formatted: Header

~~8.4.~~7.4. Processing of Residential Subdivisions, Commercial Site Plans and Multi-Family Site Plans. Residential Subdivisions, Commercial Site Plans and Multi-Family Site Plans shall be processed by the "Land Use Authority", pursuant to the standards and processes of Chapter 11.22, subject to Standards Deviations, and shall be approved if they are in compliance with the Master Plan.

~~8.5.~~7.5. City Denial of a Development Application. If the City issues a Denial of a Development Application, the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, the Zoning and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

~~8.6.~~7.6. Meet and Confer regarding Development Application Denials. The City and Applicant shall meet within ten (10) business days after any Denial to resolve the issues specified in the Denial of a Development Application.

~~8.7.~~7.7. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a non-City agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

~~8.8.~~7.8. Mediation of Development Application Denials.

~~8.8.1.~~7.8.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application for reasons other than denials from non-City agencies and that the parties are not able to resolve by "Meet and Confer" shall be mediated and include, but are not necessarily limited to, the following:

~~8.8.1.1.~~7.8.1.1. the location of On-Site Infrastructure, including utility lines and stub outs to adjacent developments,

Formatted: Header

~~8.8.1.2.~~7.8.1.2. right-of-way modifications that do not involve the altering or vacating of a previously dedicated public right-of-way,

~~8.8.1.3.~~7.8.1.3. interpretations, minor technical edits, or inconsistencies necessary to clarify or modify documents consistent with their intended purpose of the Development Standards,

~~8.8.1.4.~~7.8.1.4. Justifications for, selection of and costs of Outsourcing under Sections 7.1 and 7.4;

~~8.8.1.5.~~7.8.1.5. the scope, conditions and amounts of any required development or infrastructure bond or related security and any impact fees; and

~~8.8.1.6.~~7.8.1.6. the issuance of subdivision applications and related review of project-wide systems designs.

~~8.8.2.~~7.8.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator, they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant and the City shall split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall, within fifteen (15) calendar days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

~~8.9.~~7.9. Arbitration of Development Application Objections.

Formatted: Header

~~8.9.1.~~7.9.1. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties may then attempt within fifteen (15) calendar days to appoint a mutually acceptable arbitrator with knowledge of the legal issue in dispute. If the parties are unable to agree on a single acceptable arbitrator, they shall each, within fifteen (15) calendar days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant and the City shall split the fees of the chosen arbitrator, each Party paying 50% of the fees. The chosen arbitrator shall within fifteen (15) calendar days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

~~9.~~8. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for all or part of the Project under the City's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this ~~Agreement~~MDA.

~~10.~~9. **Default.**

~~10.1.~~9.1. Notice. If Master Developer or a Sub-developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party. If the City believes that the Default has been committed by a Sub-developer, then the City shall also provide a courtesy copy of the Notice to Master Developer.

Formatted: Header

~~10.2.~~9.2. Contents of the Notice of Default. The Notice of Default shall:

~~10.2.1.~~9.2.1. Specific Claim. Specify the claimed event of Default;

~~10.2.2.~~9.2.2. Applicable Provisions. Identify with particularity the provisions

of any applicable law, rule, regulation, or provision of this MDA that is claimed to be in Default;

~~10.2.3.~~9.2.3. Materiality. Identify why the Default is claimed to be material;

and

~~10.2.4.~~9.2.4. Optional Cure. If the City chooses, in its discretion, it may propose

a method and time for curing the Default which shall be of no less than thirty (30) calendar days duration.

~~10.3.~~9.3. Meet and Confer, Mediation, Arbitration. Upon the issuance of a Notice of

Default the parties shall engage in the "Meet and Confer" and "Mediation" processes specified in Sections 7.6 and 7.8. If the claimed Default is subject to Arbitration as provided in Section 7.9, then the parties shall follow such processes.

~~10.4.~~9.4. Remedies. If the parties are not able to resolve the Default by "Meet and

Confer" or by "Mediation", and if the Default is not subject to arbitration, then the parties may have the following remedies:

~~10.4.1.~~9.4.1. Law and Equity. All rights and remedies available at law and in

equity, including, but not limited to, injunctive relief and/or specific performance.

~~10.4.2.~~9.4.2. Security. The right to draw on any security posted or provided in

connection with the Project and relating to remedying of the Default.

~~10.4.3.~~9.4.3. Future Approvals. The ~~right to withhold~~ all~~-~~ further reviews,

Formatted: Header

approvals, licenses, building permits and/or other permits for development of the ~~Project~~portions of the Project then being developed by Master Developer in the case of a default by Master Developer, or in the case of a default by a Sub-developer, the right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of those Development Areas owned by the Sub-developer until the Default has been cured or a

bond has been posted to secure satisfaction of the default. Building permits or Certificates of Occupancy may not be withheld from any Development Area sold to a Sub-developer based on any Default of the Master Developer unless that Default of the Master Developer is such that the Public Infrastructure required to service a Development Area owned by a Sub-Developer is not available to service the Development Area. Nor shall any Default by a Sub-developer permit the withholding of any Development Applications for, or the exercise of other remedies with respect to, Master Developer or any other Sub-developer that is not in Default.

~~10.5.~~9.5. Public Meeting. Before any remedy in Section 9.4 may be imposed by the City, the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

~~10.6.~~9.6. Emergency Defaults. Anything in this MDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City, then the City may impose the remedies of Section 9.4 without the requirements of Section 9.5. The City shall give Notice to Master Developer and/or any applicable Sub-developer of any public meeting at which an emergency default is to be considered and the Master Developer and/or any applicable Sub-developer shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

~~10.7.~~9.7. Extended Cure Period. If any Default cannot be reasonably cured within thirty (30) calendar days, then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

~~10.8.~~9.8. Default of Assignee. A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

Formatted: Header

Formatted: Right: 0.08", Space Before: 4.5 pt

Formatted: Header

~~10.~~9.9. Limitation on Recovery for Default – No Damages. Anything in this MDA notwithstanding, no Party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The sole remedy available to Master Developer or any Sub-developer shall be that of specific performance.

~~11.~~10. **Notices.** All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer:

~~BLD Investment, LLC~~
~~Attention: William Scott~~
~~156 Place Road West~~
~~Hinesburg, VT 05461~~
~~Wscott8@gmail.com~~

~~BLD Investment, LLC~~
~~Attention: Doug Palermo~~
~~51 West Center St. #644~~
~~Orem, UT 84057~~
~~depnorfolk@gmail.com~~
BLV Property Owner, LLC
[Add Contact Info]

With a Copy to:

~~Bruce R. Baird~~
~~Bruce R. Baird PLLC~~
~~2150 South 1300 East, Suite 500~~
~~Salt Lake City, UT 84106~~
~~bbaird@difficultdirt.com~~
[Add Developer's Attorney Info.]

To the City:

Harrisville City
Attn: City Administrator

Formatted: Header

Bill Morris
363 West Independence Blvd.
Harrisville, UT 84404
bmorris@cityofharrisville.com
(801) 782-4100

Formatted: Header

With a Copy to:

Harrisville City
Attn: City Attorney
Bill Morris
363 West Independence Blvd.
Harrisville, UT 84404
bmorris@cityofharrisville.com
(801) 782-4100

~~12.~~11. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

~~12.1.~~11.1. Hand Delivery. Its actual receipt, if delivered personally, by courier service,

or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

~~12.2.~~11.2. Electronic Delivery. Its actual receipt if delivered electronically by email

provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day ~~and~~or the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

~~12.3.~~11.3. Mailing. On the day the Notice is postmarked for mailing, postage prepaid,

by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

~~13.~~12. **Secondary Water/Consent to Four Mile SSD.** Master Developer shall be responsible to furnish sufficient water rights to support secondary water service sufficient to satisfy

Formatted: Header

requirements for the Project. If such service is not available from or through Pineview Water

District, Master Developer agrees to coordinate such service from the Four Mile SSD, previously formed to provide authorized services to areas of the City including the Project, including any Project-specific services for which the Ben Lomond Views CRA is required, but may be unable, to provide under applicable CC&Rs.

~~14.~~13. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidence of intent.

~~15.~~14. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City or Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property or unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City's Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.

~~16.~~15. **Hold Harmless.** Master Developer hereby covenants to indemnify, defend, and hold the City harmless from any claims made by any third parties regarding the City's entry into this MDA and the City's performance of any of its obligation under this MDA.

~~17.~~16. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part, respectively, by Master Developer ~~with~~. Except as stated herein, an assignment will require the consent of the City as provided herein, which consent may not unreasonably be withheld, conditioned, or delayed.

16.1. Complete Assignment. A complete assignment of all of Master Developer's rights and obligations hereunder shall require the City's consent.

16.2.

~~17.1.~~ Sale of Project, Lots~~.~~, or Development Areas. Master Developer's selling or conveying the Project, a Development Area or lots in any approved

Formatted: Header

Formatted: Left, Right: 0", Space Before: 4.45 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Header

Subdivision or Development Areas to builders, users, or Sub-developers, shall not be deemed to be an "assignment~~" subject to the above referenced approval by the City unless specifically designated as such an assignment by Master Developer.~~," unless Master Developer specifically provides a written assignment of all or part of the rights and obligations of the Master Developer provided for under this MDA. In either case, the sale or conveyance of the Project, a Development Area or lots in any approved Subdivision or Development Area will not require approval by the City. However, Master Developer shall give the City Notice of any event specified in this sub-section within fifteen (15) calendar days after the event has occurred.

Formatted: Header

~~17.2.~~16.3. Related Entity. Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City ~~unless specifically designated as such an assignment by the Master Developer.~~. Master Developer shall give the City Notice of any event specified in this sub-section within fifteen (15) calendar days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

~~17.3.~~16.4. Notice. Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

~~17.4.~~16.5. Time for Objection. Unless the City objects in writing within fifteen (15) calendar days of notice, the City shall be deemed to have approved of and consented to the assignment.

~~17.5.~~16.6. Partial Assignment. If any proposed assignment is for less than all of Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such ~~approved~~ partial assignment Master Developer shall not be released from any future obligations as to those obligations which ~~are~~have not been assigned ~~but~~and shall remain responsible for the performance of ~~any~~all obligations ~~herein~~retained by Master Developer.

~~17.6.~~16.7. Denial. The City may only withhold its consent to an assignment of

Master

Developer's rights hereunder if the City is not reasonably satisfied of the proposed assignee's

financial ability to perform the obligations of Master Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to "Meet and Confer" and "Mediation" processes specified in Sections 7.6 and 7.8.1. If the denial arises in the context of any dispute that is subject to Arbitration, then the Parties shall follow such processes.

~~17.7.~~16.8. Assignees Bound by MDA. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment. That consent shall specifically acknowledge the provisions of Section 2.

~~18.~~17. **Binding Effect.** If Master Developer sells or conveys Development Areas ~~of lands~~ to Sub-developers or related parties, the ~~lands~~Development Areas so sold and conveyed shall bear the same rights~~, privileges, configurations, and number of Residential Dwelling Units as~~ which were applicable to such Development Area ~~and be subject to the same limitations and rights of the City~~ when owned by Master Developer ~~and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein~~.

~~19.~~18. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

~~20.~~19. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

Formatted: Header

Formatted: Header

~~21.~~20. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this ~~Agreement~~MDA which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties, governmental delays or restrictions resulting from COVID- 19 or other declared pandemic, 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.

~~22.~~21. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

~~23.~~22. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the City Planner as the Administrator of the MDA as defined in Section 1.2.2. The initial representative for Master Developer shall be William Scott. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.

~~24.~~23. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

~~25.~~24. **Estoppel Certificate.** Upon ten (10) calendar days' prior written request by Master Developer or a Sub-developer, the City will execute an estoppel certificate to any third party

certifying that Master Developer or a Sub-developer, as the case may be, at that time is not in default of the terms of this ~~Agreement~~MDA.

~~26.~~25. **Mutual Drafting.** Each Party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against any Party based on which Party drafted any portion of this MDA.

~~27.~~26. **Effective Date.** This MDA shall become effective upon ~~Master Developer giving~~the date ~~Notice to the City that Master Developer or its Assigns has (have) acquired the Property. Barring a written agreement between the Parties otherwise, if Master Developer has not given the City such Notice on or before December 31, 2021, then this MDA shall become null, void and of no effect.~~ when the City and Master Developer have both signed this MDA, as indicated by the last-dated signature on the signature pages below.

~~28.~~27. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project after the Effective Date. This MDA shall be deemed to run with the land. The ~~data disk~~digital copy of the City Code which forms part of the City's Vested Laws, ~~Exhibit "T",~~ shall not be recorded in the chain of title. A secure copy of ~~Exhibit "T"~~the Cit's Vested Laws shall be filed with the City Recorder and each party shall also have an identical copy.

~~29.~~28. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this MDA pursuant to a lawfully binding resolution or ordinance of the City ~~pursuant to Resolution No.~~approved by the City Council. ~~adopted by the City on _____, 2021.~~

END OF MDA. SIGNATURE PAGE FOLLOWS

Formatted: Header

Commented [JH9]: Did this happen? If yes, how is it accessed?

Formatted: Header

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

~~* * * * * * SIGNATURE PAGE FOLLOWS * * * * * *~~

MASTER DEVELOPER	CITY
~~BLD Investments~~BLV Property Owner, LLC	Harrisville City
By: ~~Douglas E. Palermo~~	By: Michelle Tait
Its: Manager	Its: City Mayor
Date:	Date:
Approved as to form and legality:	Attest:
City Attorney	City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF WEBER)

On the ____ day of _____, ~~2021~~2024 personally appeared before me ____ who being by me duly sworn, did say that he is the City Mayor of Harrisville City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said City Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC
My Commission Expires: _____
Residing at: _____

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF WEBER)

On the ____ day of _____, 2021, personally appeared before me _____, who being by me duly sworn, did say that he is the Manager of ~~BLD Investment~~BLV Property Owner, LLC, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC
My Commission Expires: _____
Residing at: _____

Formatted: Header

Formatted: Font: 9 pt

Formatted: DocID, Line spacing: single

Formatted: Header

TABLE OF EXHIBITS

Exhibits:[1]

A	Legal Description of Property	
B	Master Plan Packet	
	B-1	Master Plan (3/28/21)
	B-2	Overall Land Use
	B-3	*Roadway Plan*
	B-4	*Parking Plan*
	B-5	Parks/Open Spaces Plan (PTOS)
	B-6	*Trails Plan*
C	MU-LP Sub Zone Land Use Table	
D	Intended Uses Table	
E	Transportation Plan and ROW Standards	
	E-1	Narrative
	E-2	Traffic Study
	E-3	City Future Transportation Plan
	E-4	*Roadway Plan*
	E-5	Road Sections
	E-6	*Parking Plan*
	E-7	*Trails Plan*
	E-8	City Trails Map
	E-9	Bike Plan
F	Phasing Plan	
	F-1	Narrative
	F-2	Phasing Map
G	Design and Site Standards and Renderings	
	G-1	Narrative
	G-2	Residential Development and Design Standards
	G-3	Preliminary Residential Renderings
	G-4	Commercial Idea Boards
H	Standards Deviations	

[1] Duplicate copies of italicized Exhibits may be included as elements of separate categories of documents required under Harrisville Ord. # 11.11.030.

Formatted: Font: 9 pt

Formatted: DocID, Line spacing: single

I	HOA Organizational Documents	
J	HOA CC&Rs	
K	Sensitive Lands Map	
L	Geotechnical Report	
	L-1	Narrative
	L-2	Preliminary Geotechnical Report
M	Conservation Plan	
	M-1	Narrative
	M-2	USAOC Jurisdictional Letter
	M-3	Jurisdictional Letter Attachment
	M-4	Bio-West Aquatic Resources Inventory Report
N	Historic Resources and Preservation	
	N-1	Narrative
	N-2	Cultural Inventory Report
O	Parks, Trails and Open Spaces (PTOS)	
	O-1	Narrative Plan
	O-2	PTOS Plan
	O-3	Parks Plan
	O-4	Landscape Design Plan
P	Maximum Residential Units Table	
Q	Development Areas	
R	Maintenance Plan	
S	Millennium Park Agreement	
	S-1	Easement Agreement
	S-2	Developer Improvements
	S-3	Map of Improvements
~~**T**~~	~~City's Vested Laws (CD)~~	

Formatted: Header

Formatted: Normal, No bullets or numbering

Formatted: Font: 9 pt

Formatted: DocID, Line spacing: single

EXHIBIT A
Legal Description

The land hereinafter referred to is situated in the City of Harrisville, County of Weber, State of UT, and is described as follows:

PARCEL NO. 1:

PARCEL A:

PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, UNITED STATES SURVEY:

BEGINNING AT A POINT WHICH IS NORTH 0°28' EAST 628.6 FEET ALONG THE SECTION LINE FROM THE EAST QUARTER CORNER OF SAID SECTION 6; AND RUNNING THENCE SOUTH 89°35' WEST 863.35 FEET TO THE EAST LINE OF THE STATE HIGHWAY; THENCE NORTH 26°51'30" WEST ALONG THE SAID EAST LINE 962.15 FEET; THENCE NORTH 0°33' EAST 972.79 FEET TO THE NORTH SECTION LINE OF THE SAID SECTION 6; THENCE SOUTH 89°53' EAST ALONG THE SECTION LINE 1303.5 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 0°28' WEST ALONG THE EAST LINE OF SECTION 6, 1822.20 FEET TO THE POINT OF BEGINNING.

PARCEL B:

A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U. S. SURVEY:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID QUARTER SECTION 1320 FEET NORTH 89°53' WEST FROM THE NORTHEAST CORNER THEREOF; RUNNING THENCE NORTH 89°53' WEST 460.48 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE STATE HIGHWAY; THENCE SOUTH 26°51'30" EAST ALONG SAID HIGHWAY TO A POINT SOUTH OF BEGINNING; THENCE NORTH TO THE PLACE OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS SOUTH 463.31 FEET AND EAST 1,375.40 FEET FROM THE NORTH QUARTER CORNER OF SECTION 6, BASIS OF BEARINGS BEING NORTH 00°46'49" EAST BETWEEN SAID CORNER AND THE CENTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST; THENCE NORTH 79°11'00" EAST 60.00 FEET; THENCE SOUTH 10°49'00" EAST 100.00 FEET; THENCE SOUTH 79°11'00" WEST 60.00 FEET; THENCE NORTH 10°40'00" WEST 100 FEET TO THE POINT OF BEGINNING.

PARCEL C:

A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U. S. SURVEY:

BEGINNING AT A POINT NORTH 89°53' WEST 1303.5 FEET FROM THE NORTHEAST CORNER OF SAID SECTION, AND RUNNING THENCE SOUTH 0°33' WEST TO THE NORTHERLY LINE OF THE STATE HIGHWAY; THENCE NORTH 26°51'30" WEST ALONG SAID HIGHWAY TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER SECTION; THENCE NORTH ALONG SAID LINE TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE EAST 16.5 FEET TO THE PLACE OF BEGINNING.

PARCEL NO. 2:

A PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UNITED STATES SURVEY:

BEGINNING AT THE SOUTHWEST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE NORTH 7.77 CHAINS; THENCE SOUTH 63°30' EAST 10.50 CHAINS; THENCE NORTH 61°15' EAST 6.64 CHAINS; THENCE NORTH 42°15' EAST 6.39 CHAINS; THENCE NORTH 8°00' EAST 47.54 FEET TO A POINT 213 FEET SOUTH OF THE SOUTH LINE OF 2000 NORTH STREET; THENCE EAST PARALLEL TO THE SOUTH LINE OF 2000 NORTH STREET

Formatted: Header

Formatted: Font: 9 pt

Formatted: DocID, Line spacing: single

EXHIBIT A (Continued)

1407.58 FEET TO THE EAST LINE OF THE QUARTER SECTION; THENCE SOUTH ALONG THE QUARTER SECTION LINE 488.65 FEET TO A POINT 3.94 CHAINS NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 82°30' WEST 9.12 CHAINS; THENCE SOUTH 64°30' WEST 422.51 FEET TO A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION; SAID POINT BEING WEST 978.12 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE WEST 1723.84 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT AND TOGETHER WITH THAT PROPERTY CONVEYED IN BOUNDARY LINE AGREEMENT RECORDED JANUARY 21, 2000 AS ENTRY NO. 1685613 IN BOOK 2054, PAGE 1054 OF OFFICIAL RECORDS.

ALSO EXCEPT AND TOGETHER WITH THAT PROPERTY CONVEYED IN BOUNDARY LINE AGREEMENT RECORDED SEPTEMBER 26, 2007 AS ENTRY NO. 2294432 OF OFFICIAL RECORDS.

PARCEL NO. 3:

A PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT SOUTH 89°36' EAST 1798.6 FEET ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID QUARTER SECTION, AND RUNNING THENCE NORTH 0°24' EAST 713.5 FEET; THENCE NORTH 61°30' EAST 376 FEET; THENCE SOUTH 24°45' EAST 71 FEET; THENCE SOUTH 38°30' EAST 75 FEET; THENCE SOUTH 62°30' EAST 551 FEET; THENCE SOUTH 0°45' WEST 515.5 FEET TO THE SECTION LINE; THENCE NORTH 89°36' WEST 885.8 FEET TO BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A PART OF THE SOUTHEAST QUARTER SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN:

BEGINNING AT A CERTAIN FENCE CORNER WHICH IS SOUTH 89°17' EAST 1462.70 FEET ALONG THE QUARTER SECTION LINE AND THREE COURSES ALONG AN EXISTING FENCE, SOUTH 2°12' WEST 1715.70 FEET, SOUTH 89°36'47" WEST 263.65 FEET AND SOUTH 0°49'40" WEST 341.67 FEET FROM THE NORTHWEST CORNER OF THE SAID SOUTHEAST QUARTER SECTION; RUNNING THENCE NORTH 63°37'50" WEST 494.59 FEET ALONG AN EXISTING FENCE TO A FENCE CORNER; THENCE NORTH 2°30' EAST 35.84 FEET ALONG AN EXISTING FENCE; THENCE SOUTH 65°15' EAST 487.05 FEET ALONG THE SOUTH DEED LINE OF THE PORTER GOOCH PROPERTY TO AN EXISTING FENCE; THENCE SOUTH 0°49'40" WEST 51.58 FEET ALONG AN EXISTING FENCE TO THE POINT OF BEGINNING.

EXCEPT AND TOGETHER WITH THAT PROPERTY CONVEYED IN BOUNDARY LINE AGREEMENT RECORDED JANUARY 21, 2000 AS ENTRY NO. 1685613 IN BOOK 2054, PAGE 1054 OF OFFICIAL RECORDS.

PARCEL NO. 4:

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U. S. SURVEY:

BEGINNING SOUTH 89°36' EAST ALONG SECTION LINE 1798.6 FEET FROM THE SOUTHWEST CORNER OF SAID QUARTER SECTION, AND RUNNING THENCE NORTH 89°36' WEST TO STATE ROAD; THENCE NORTH 26°51'30" WEST ALONG ROAD TO A POINT 378.4 FEET NORTH AND 2052.8 FEET WEST OF SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE NORTH 0°52' EAST TO A POINT NORTH 0°52' EAST 447 FEET FROM SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH 6°42' WEST 457.1 FEET; THENCE SOUTH 64°30' EAST 850 FEET; THENCE NORTH 61°30' EAST 348 FEET; THENCE SOUTH 0°24' WEST 713.5 FEET TO PLACE OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 54, FAIRWAY PARK NO. 2, HARRISVILLE CITY, WEBER COUNTY, UTAH; THENCE SOUTH 63°37'50" EAST ALONG THE SOUTH LINE OF SAID FAIRWAY PARK NO. 2 55.80 FEET TO A POINT ON THE EAST LINE OF SAID LOT 54; THENCE SOUTH 00°00'00" WEST ALONG THE EXTENSION OF THE EAST LINE OF SAID LOT 54 62.83 FEET TO A FENCE; THENCE ALONG SAID FENCE NORTH

Formatted: Header

Formatted: Font: 9 pt

Formatted: DocID, Line spacing: single

71°32'30" WEST 9.71 FEET, NORTH 61°14'00" WEST 30.02 FEET AND NORTH 79°24'18" WEST 14.72 FEET TO A POINT ON THE EXTENSION OF THE WEST LINE OF SAID LOT 54; THENCE NORTH 00°00'00" EAST ALONG SAID EXTENSION 67.39 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 59, FAIRWAY PARK NO. 2, HARRISVILLE CITY, WEBER COUNTY, UTAH; THENCE SOUTH 63°37'50" EAST ALONG THE SOUTH LINE OF SAID FAIRWAY PARK NO. 2 AND IT'S EXTENSION 115.72 FEET; THENCE SOUTH 16°42'30" EAST 42.96 FEET TO A FENCE; THENCE ALONG SAID FENCE NORTH 63°38'41" WEST 56.93 FEET, NORTH 67°42'35" WEST 27.99 FEET AND NORTH 71°31'50" WEST 56.16 FEET TO THE EXTENSION OF THE WEST LINE OF SAID LOT 59; THENCE NORTH 20°00'10" EAST ALONG SAID EXTENSION 41.36 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 58, FAIRWAY PARK NO. 2, HARRISVILLE CITY, WEBER COUNTY, UTAH; THENCE SOUTH 63°37'50" EAST ALONG THE SOUTH LINE OF SAID FAIRWAY PARK NO. 2 98.26 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 58; THENCE SOUTH 20°00'10" WEST ALONG THE EXTENSION OF SAID EASTERLY LINE 41.36 FEET TO A FENCE; THENCE ALONG SAID FENCE THE FOLLOWING FOUR (4) COURSES; (1) NORTH 71°31'50" WEST 32.94 FEET, (2) NORTH 74°11'28" WEST 19.83 FEET, (3) NORTH 76°29'45" WEST 19.46 FEET AND (4) NORTH 71°32'30" WEST 19.58 FEET TO THE EXTENSION OF THE WESTERLY LINE OF LOT 57 OF SAID FAIRWAY PARK NO. 2; THENCE NORTH 00°00'00" ALONG SAID EXTENSION 46.89 FEET TO A POINT ON THE EXTENSION OF THE SOUTHEASTERLY LINE OF SAID LOT 57; THENCE NORTH 57°02'30" EAST ALONG SAID EXTENSION 16.60 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

PART OF THE SOUTHEAST QUARTER OF SECTION SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 52, FAIRWAY PARK NO. 2, HARRISVILLE CITY, WEBER COUNTY, UTAH; THENCE SOUTH 00°00'00" EAST ALONG THE EXTENSION OF THE EAST LINE OF SAID FENCE 82.82 FEET TO A FENCE; THENCE ALONG SAID FENCE NORTH 79°24'18", 36.80 FEET, NORTH 06°50'40" WEST 50.13 FEET AND NORTH 06°00'19" EAST 45.08 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 52; THENCE SOUTH 63°37'50" ALONG SAID SOUTH LINE 41.78 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 53, FAIRWAY PARK NO. 2, HARRISVILLE CITY, WEBER COUNTY, UTAH; THENCE SOUTH 63°37'50" EAST ALONG THE SOUTH LINE OF SAID FAIRWAY PARK NO. 2 55.80 FEET TO A POINT ON THE EAST LINE OF SAID LOT 53; THENCE SOUTH 00°00'00" WEST ALONG THE EXTENSION OF THE EAST LINE OF SAID LOT 53 67.39 FEET TO A FENCE; THENCE NORTH 79°24'18" WEST ALONG SAID FENCE 50.86 FEET TO A POINT ON THE EXTENSION OF THE WEST LINE OF SAID LOT 53; THENCE NORTH 00°00'00" EAST ALONG SAID EXTENSION 82.82 FEET TO THE POINT OF BEGINNING.

APN: 11-019-0001
APN: 17-071-0045
APN: 17-064-0002
APN: 17-064-0017
APN: 17-064-0055

Formatted: Header

Formatted: Font: 9 pt

Formatted: DocID, Line spacing: single

EXHIBIT A (Continued)

PARCEL NO. 5:

The land hereinafter referred to is situated in the City of Harrisville, County of Weber, State of UT, and is described as follows:

The land referred to in this report is situated in the County of Weber, State of Utah, and is described as follows :

(17-071-0001)

A part of the Southwest 1/4 of Section 32, Township 7 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey: Beginning at a point on the South line of 2000 North Street, said point being North 7.77 chains, South 63°30' East 10.50 chains, North 61°15' East 6.44 chains; North 42°15' East 6.39 chains, and North 8°00' East 289.62 feet and East 1148.43 feet from the Southwest corner of said Section 32; and running thence East along the South line of said street 110 feet; thence South 213 feet; thence West 110 feet; thence North 213 feet to the point of beginning.

(17-071-0004)

Part of the Southwest Quarter of Section 32, Township 7 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning on the South line of road, North 7.77 chains and South 63D30' East 10.5 chains and North 61D15' East 6.64 chains and North 42D15' East 6.39 chains and North 8D East 289.62 feet from the Southwest corner of said Quarter Section; thence North 8D East 16.62 feet; thence East 20.9 chains to East line of said Quarter Section; thence South 16.6 feet to South line of road; thence West 20.9 chains, more or less, to beginning. (Being all within road)

(27-071-0054)

A part of the Southwest Quarter of Section 32, Township 7 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey: Beginning at a point on the South line of 2000 North Street, said point being North 7.77 chains, South 63°30' East 10.50 chains, North 61°15' East 6.44 chains; North 42°15' East 6.39 chains, and North 8°00' East 289.62 feet from the Southwest corner of said Section 32; and running thence East 1148.43 feet to a point 222.5 feet West of the East line of said 1/4 section; thence South 213 feet; thence West 1162 feet to a point South 8° West 242.08 feet from the point of beginning; thence North 8° East 242.08 feet to the point of beginning.

Together with and Less and Excepting all portions conveyed in Boundary Line Agreement, recorded September 26, 2007 as Entry No. 2294432, of Official Records.

APN: 170710001
APN: 170710004
APN: 170710054

The Land described herein also known by the street address of:
101 East 2000 North, Harrisville, UT 84414

PARCEL NO. 6:

The land hereinafter referred to is situated in the City of Harrisville, County of Weber, State of UT, and is described as follows:

Part of the Southwest Quarter of Section 32, Township 7 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning North 7.77 chains and South 63 deg. 30' East 10.5 chains and North 61 deg. 15' East 6.64 chains and North 42 deg. 15' East 6.39 chains and North 8 deg. East 289.62 feet to the South line of road and East along road 1258.43 feet from the Southwest corner of said Quarter Section; and thence South 213 feet; thence East to East line of said Quarter Section; thence North 213 feet; thence West along road to beginning.

APN: 17-071-0003

The Land described herein also known by the street address of:
121 East 2000 North, Harrisville, UT 84414

Formatted: Header

Formatted: Font: 9 pt

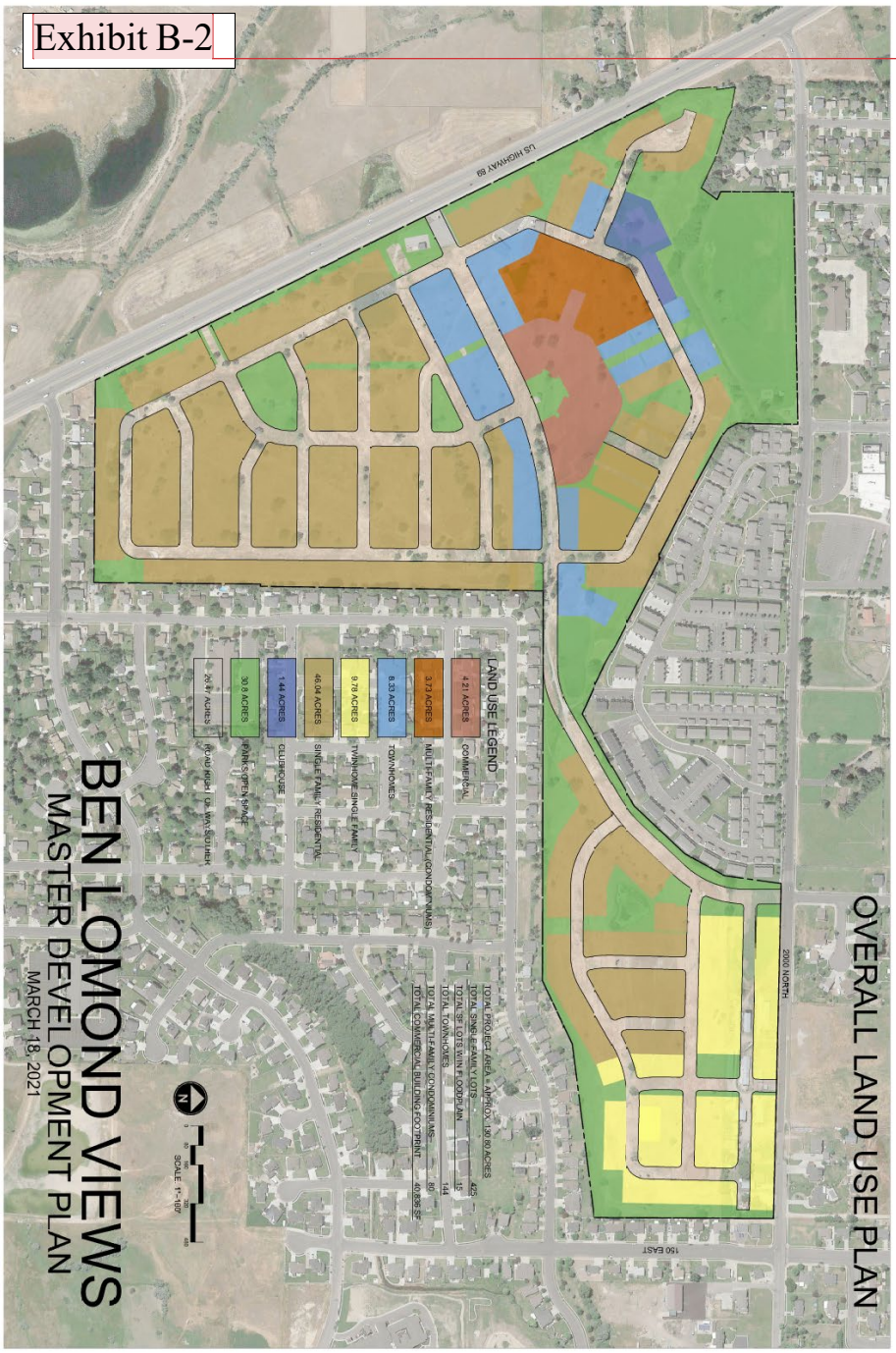
Formatted: DocID, Line spacing: single

Exhibit B
Master Plan


OVERALL MASTER PLAN
ALL DEVELOPMENT PROPOSED IN THE PENDING FEMA 100-YEAR FLOODPLAIN AREA IS CONDITIONAL UPON FEMA REMAPPING
2000 NORTH
EXCLUDED DEVELOPMENT AREA
TOTAL PROJECT AREA = APPROX. 130.80 ACRES
TOTAL OPEN SPACE = APPROX. 30.8 ACRES (23.55%)
TOTAL SINGLE FAMILY LOTS 425
TOTAL SF LOTS WITH FLOODPLAIN 15
TOTAL TOWNHOMES 144
TOTAL MULTI-FAMILY CONDOMINIUMS 80
TOTAL COMMERCIAL BUILDING FOOTPRINT 48,036 SF
PENDING FLOODPLAIN
12.13 AC PARK OPEN SPACE
18.66 AC COMMON OPEN SPACE
ALL PARK AND COMMON AREA OPEN SPACE WILL BE MAINTAINED BY THE PROJECT HOA
SCALE 1"=160'
BEN LOMOND VIEWS
MASTER DEVELOPMENT PLAN
MARCH 18, 2021

Exhibit B-1

Exhibit B-2



Commented [JH1]: Make this illustrative and may be modified as needed.

This does not match the table in Exhibit D. The towns should be the same color as the twins.

Remove the clubhouse and Roads as a land use

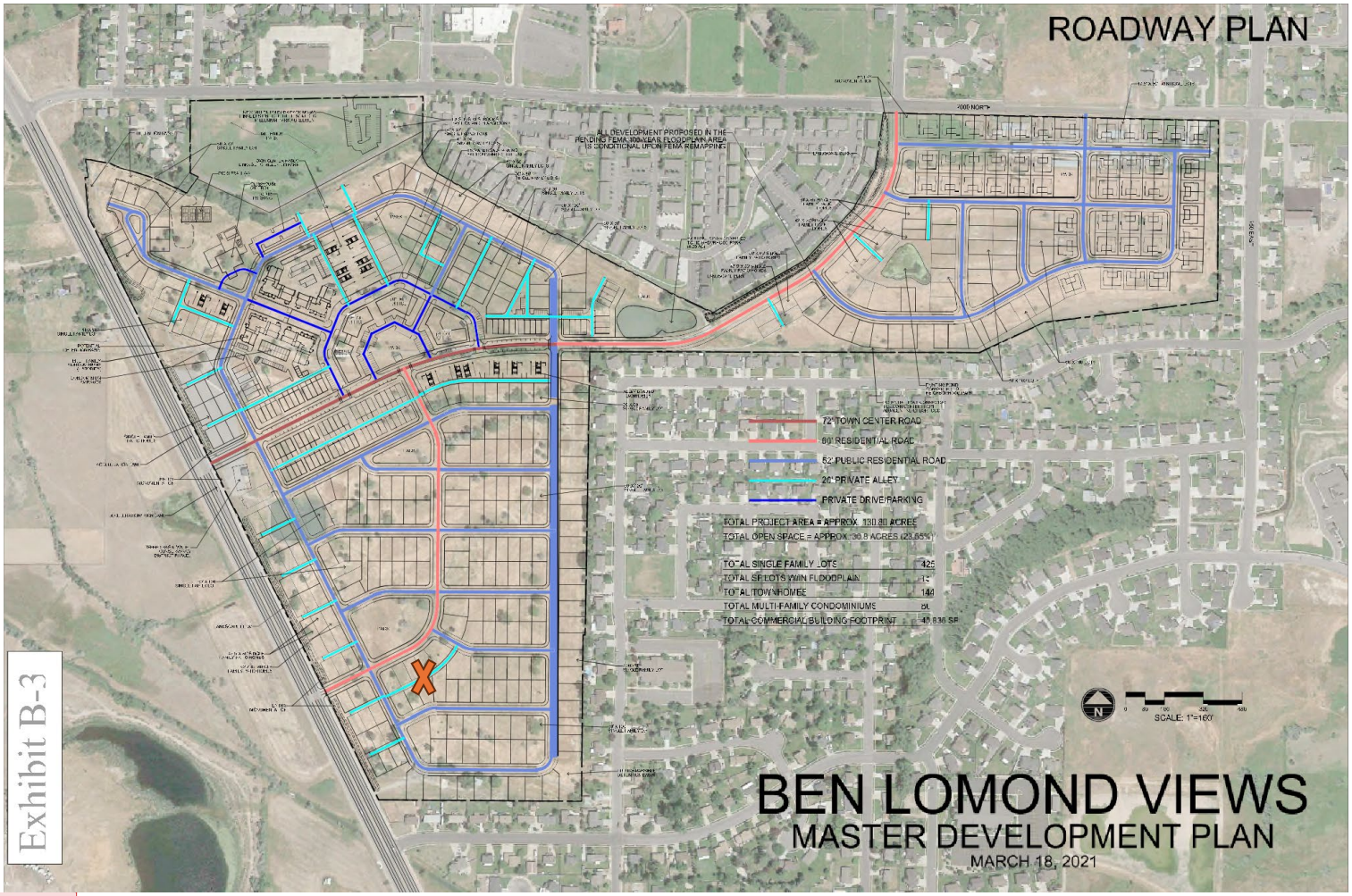


Exhibit B-3

Comments

Commented [JH2]: Remove alley from single family lots by the south entrance.

Are these roadways "Standard Deviations" Would this be better located as part of Exhibit H

This map is also found in Exhibit E. Remove from here?

OVERALL PARKING PLAN



TOTAL PROJECT AREA = APPROX. 130.80 ACRES
TOTAL OPEN SPACE = APPROX. 30.8 ACRES (23.55%)

TOTAL SINGLE FAMILY LOTS	425
TOTAL SF LOTS W/IN FLOODPLAIN	15

TOTAL TOWNHOMES	144
TOTAL MULTI-FAMILY CONDOMINIUMS	80
TOTAL COMMERCIAL BUILDING FOOTPRINT	40,836 SF

PARKING SUMMARY

1,760	SINGLE FAMILY
509	TOWNHOMES
204	MULTI FAMILY
248	PRIVATE COMMERCIAL STALLS

Commented [JH3]: The parking plan is not mentioned in the MDA. Can this be removed, or the intent clarified, or this be identified as conceptual only?

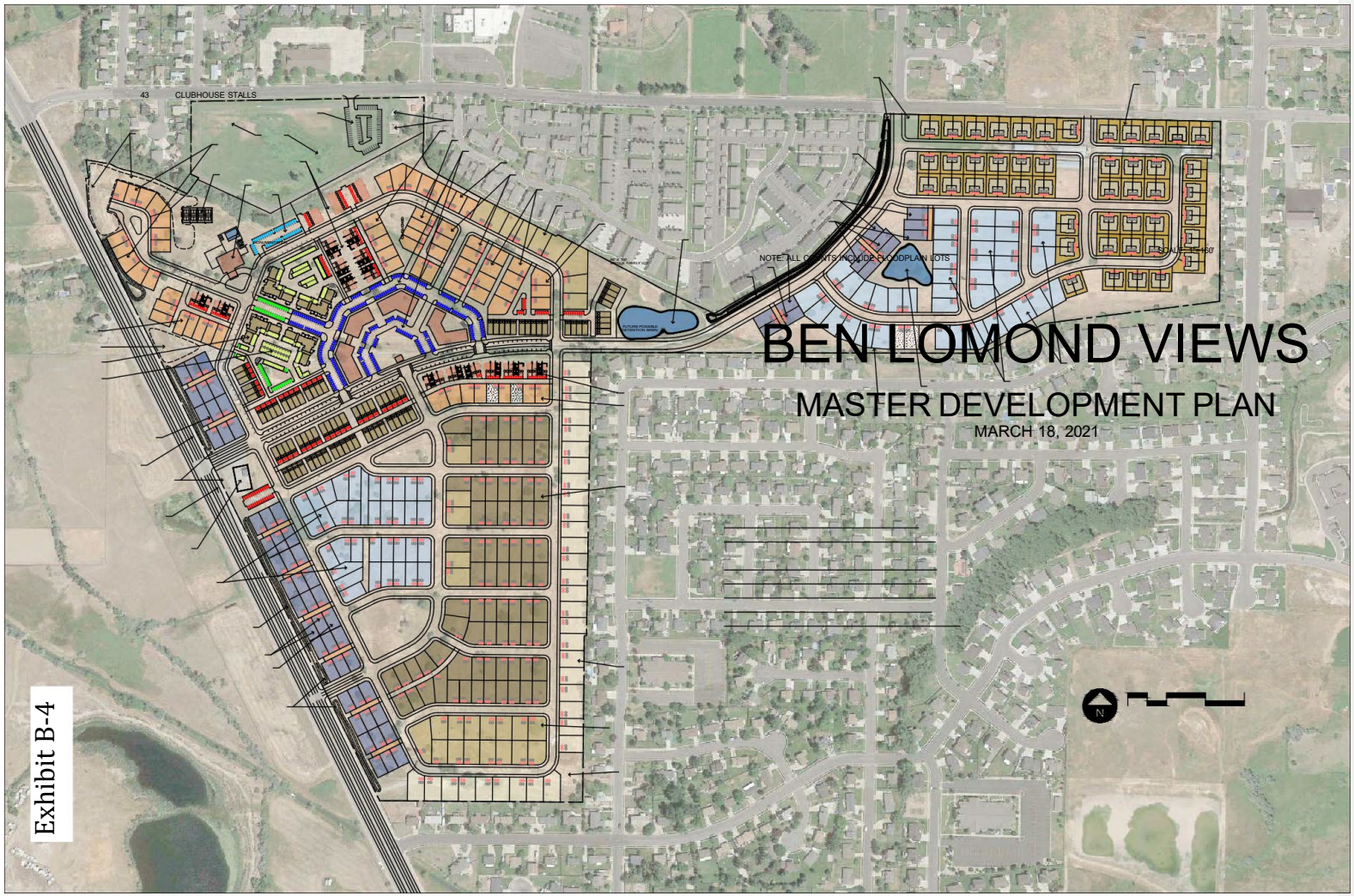

43 CLUBHOUSE STALLS
NOTE: ALL COUNTS INCLUDE FLOODPLAIN LOTS
BEN LOMOND VIEWS
MASTER DEVELOPMENT PLAN
MARCH 18, 2021
N

Exhibit B-4

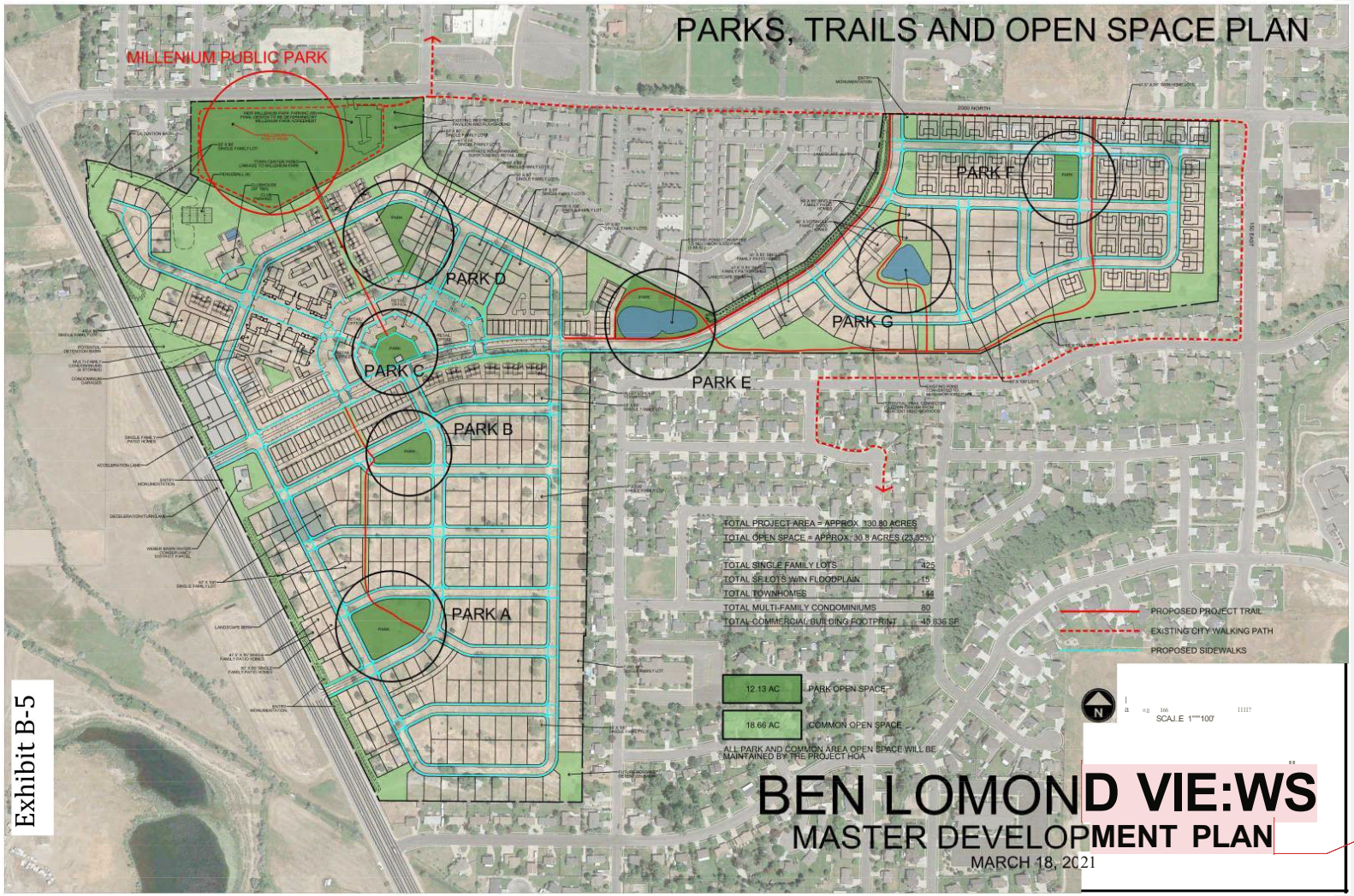


Exhibit B-5

Commented [JH4]: Remove since it's located in the PTOS plan

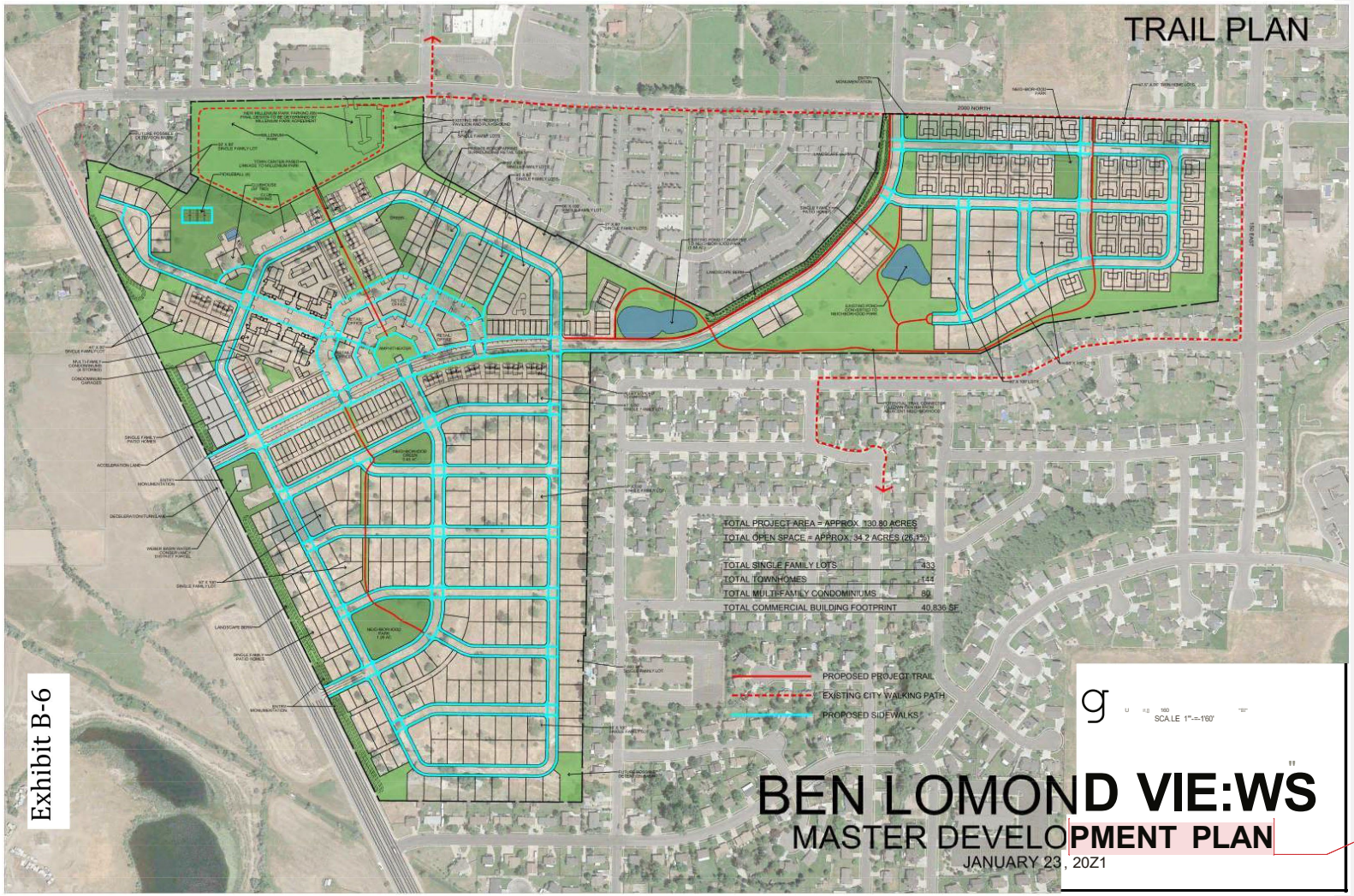


Exhibit B-6

Commented [JH5]: Remove because it's included in the PTOS plan

Exhibit C

MU-LP – Ben Lomond Zone
Land Use Table

Note: The following acreages are informational only. The Commercial and Parks and Open Space land uses shall have a minimum of 4.16 acre of Commercial and 30.8 acres of Parks and Open Space (including Millenium Park). The acreage of all other uses may change and have no minimum requirement.

	Acres
Single-Family Residential	64.2
Multi-Family Residential	3.7
~~Town Center~~ Commercial	4.16~~2~~
Parks~~/ and~~ Open Spaces	~~23.6~~30.8
~~Clubhouse~~	~~1.4~~
Road Right-of-Way	26.5
~~Millenium Public Park~~	~~7.2~~
~~Total~~	~~130.8~~

Jason Harris
Formatted: Font: 12 pt, Not Bold, (Intl) Arial Narrow

Exhibit C

MU-LP – Ben Lomond Zone Land Use Table

Note: The following acreages are informational only. The Commercial and Parks and Open Space land uses shall have a minimum of 4.16 acre of Commercial and 30.8 acres of Parks and Open Space (including Millenium Park). The acreage of all other uses may change and have no minimum requirement.

	Acres
Single-Family Residential	64.2
Multi-Family Residential	3.7
Commercial	4.16
Parks/Open Spaces	30.8
Road Right-of-Way	26.5

EXHIBIT D

~~MU-LP – Ben Lomond Zone~~
Intended Uses

Land Use	Master Plan Land Use~~s Areas~~ Single Family Residential	Multi-Family Residential	~~Town Center~~ Commercial	Parks~~/~~, Trails, & Open Space	~~Home Owners Association~~ Club House
Residential					
Detached Single Family Dwelling~~, Detached~~	P	PN	N	N	NP
Attached Single Family Twin Home Dwelling	P	NP	N	N	PN
Attached Single Family Town Home~~s~~/Rowhouse~~s~~ Dwelling	P	PN	N	N	NP
Residential Accessory Building	P	N	N	N	N
Residential Accessory Swimming Pool	P	N	N	N	N
HOA Residential Parking Areas	P	N	N	N	N
Home Occupation	P/C	P/C	N	N	N
Multi-family Dwellings	N	P	N	N	N
Multi-family accessory garages and parking lots	N	P	N	N	N
Multi-family accessory maintenance sheds	N	P	N	N	N
Parks, Trails and Open Spaces					
HOA Maintained Parks	N	N	P	P	PN
HOA Maintained Trails	N	N	P	P	NP
HOA Maintained Open Spaces	N	N	P	P	P
~~Home Owners Association~~ Club House amenity and related amenities					
Clubhouse	PN	PN	N	NP	P
~~Accessory~~ outdoor and recreation facilities - including dining, swimming pool, active recreation	PN	PN	N	PN	P
~~Accessory~~ Amenity parking lot	N	NP	N	NP	P
~~Commercial/Town Center Area Uses~~					
(institutional Uses					
Public or private educational	N	N	P	N	N
Public office	N	N	P	N	N
Eleemosynary	N	N	P	N	N
Recreation. Fitness and Entertainment					
Commercial indoor recreation	N	N	P	N	N
Sexually oriented business	N	N	N	N	N
Health and fitness facility	N	N	P	N	N
Sales					
Retail sales or rental of commonly used goods for personal and household use	N	N	P	N	N
Retail sales of food and beverages made on-site or off-site	N	N	P	N	N
Restaurant with indoor or indoor plus outdoor dining	N	N	P	N	N
Restaurant with liquor with license	N	N	P	N	N
Art Gallery	N	N	P	N	N
Services					
Bank or credit union	N	N	P	N	N
Child care facility including day care and nursery school	N	N	P	N	N
Dance studio	N	N	P	N	N
Medical or dental office, clinic or lab	N	N	P	N	N
Personal services including care of hair, skin, and nails and sale of products related to the service provided	N	N	P	N	N
Business services such as a copy and printing shop, retail postal delivery service drop-off and pick-up, postal boxes.				N	
Art Studio	N	N	P	N	N

Commented [JH1]: Having issues transferring redlines, so I screen captured the edits and then below are the edits as if the redlines were accepted. This issue only exists for a few of the exhibits

Land Use	Master Plan Land Use Areas				
	Single Family Residential	Multi-Family Residential	~~Town Center~~ Commercial	Parks~~/~~, ~~Trails, &~~ Open Space	~~Home Owners Association~~ Club House
Offices					
Professional business office such as accountant, attorney, architect, engineering services, insurance, photography, real estate, investment services, mail and copying services	N	N	P	N	N
General business offices including business primarily engaged in the provision of executive, management or administrative activity	N	N	P	N	N
Special Outdoor Events					
Temporary events such as farmers markets; music and theatrical performances; fairs including craft, art antique, book, food.	N	N	P	N	N

KEY: P = Permitted, N=Not Permitted

EXHIBIT D

MU-LP - Ben Lomond Zone
Intended Uses

Land Use	Master Plan Land Uses: Multi-Family	Residential	Commercial	Parks/ Open Space	Single Family Residential Club House
Residential					
Detached Single Family Dwelling	P	P	N	N	P
Attached Single Family Twin Home Dwelling	P	P	N	N	P
Attached Single Family Town Home/Rowhouse Dwelling	P	P	N	N	P
Residential Accessory Building	P	N	N	N	N
Residential Accessory Swimming Pool	P	N	N	N	N
HOA Residential Parking Areas	P	N	N	N	N
Home Occupation	P/C	P/C	N	N	N
Multi-family Dwellings	N	P	N	N	N
Multi-family accessory garages and parking lots	N	P	N	N	N
Multi-family accessory maintenance sheds	N	P	N	N	N
Parks, Trails and Open Spaces					
HOA Maintained Parks	N	N	P	P	P
HOA Maintained Trails	N	N	P	P	N
HOA Maintained Open Spaces	N	N	P	P	P
Club House amenity and related amenities					
Clubhouse	P	P	N	P	P
outdoor and recreation facilities - including dining, swimming pool, active recreation	P	P	N	P	P
Amenity parking lot	N	P	N	P	P
Commercial*Institutional Uses*					
Public or private educational	N	N	P	N	N
Public office	N	N	P	N	N
Eleemosynary	N	N	P	N	N
Recreation. Fitness and Entertainment					
Commercial indoor recreation	N	N	P	N	N
Sexually oriented business	N	N	N	N	N
Health and fitness facility	N	N	P	N	N
Sales					
Retail sales or rental of commonly used goods for personal and household use	N	N	P	N	N
Retail sales of food and beverages made on-site or off-site	N	N	P	N	N
Restaurant with indoor or indoor plus outdoor dining	N	N	P	N	N
Restaurant with liquor with license	N	N	P	N	N
Art Gallery	N	N	P	N	N
Services					
Bank or credit union	N	N	P	N	N
Child care facility including day care and nursery school	N	N	P	N	N
Dance studio	N	N	P	N	N
Medical or dental office, clinic or lab	N	N	P	N	N
Personal services including care of hair, skin, and nails and sale of products related to the service provided	N	N	P	N	N
Business services such as a copy and printing shop, retail postal delivery service drop-off and pick-up, postal boxes.				N	
Art Studio	N	N	P	N	N

Commented [JH2]: This is not a land use. I suggest removing this from the table.

Commented [JH3]: What is this for?

Commented [JH4]: What does the "C" mean? Conditional?

Commented [JH5]: Where did these uses come from? City code?

Land Use	Master Plan Land Use Areas				
	Multi-Family Residential		Commercial	Parks/ Open Space	Single Family Residential Club House

Offices					
Professional business office such as accountant, attorney, architect, engineering services, insurance, photography, real estate, investment services, mail and copying services	N	N	P	N	N
General business offices including business primarily engaged in the provision of executive, management or administrative activity	N	N	P	N	N
Special Outdoor Events					
Temporary events such as farmers markets; music and theatrical performances; fairs including craft, art antique, book, food.	N	N	P	N	N

KEY: P = Permitted, N=Not Permitted

Exhibit E-1
~~Ben Lomond Views~~
Transportation Plan

The Ben Lomond Views Transportation Plan addresses:

- Access to the Project~~development~~ from US-89 and 2000 North.
- Traffic movement within the development.
- Off-street parking for residential and Town Center commercial areas.
- Pedestrian travel by sidewalk and trails
- Bicycle access and travel within the development

The following exhibits are part of this Transportation Plan:

1. Exhibit E-2, Traffic Impact Study by Fehr & Peers of Salt Lake City
2. Exhibit E-3, Harrisville General Plan, Future Transportation Map
3. Exhibit E-4, Roadway Plan
4. Exhibit E-5, Road Sections
5. Exhibit E-6, Parking Plan
6. Exhibit E-7, Trails Plan
7. Exhibit E-8, City Trails Map
8. Exhibit E-9, Bike Plan

Commented [JH1]: Is it necessary to include the traffic report in the Exhibit?

Access

The Traffic Impact Study conduction by Fehr and Peers August 2020 (Exhibit E-2) makes the following recommendations that are incorporated into thise Transportation Plan and Master Development Plan:

Commented [JH2]: Can we delete if the report and date are referenced?

Commented [JH3]: Is this a defined term?

- Two intersections with US-89; one at the Town Center Road (also known as 1900 N Road) and one to the south.
- Two intersections ~~An intersection~~ with 2000 North Road.~~, a second intersection has been added~~.
- Installation of a traffic signal at the intersection of US-89 and the Town Center Road. A future traffic signal at this location is identified on the Harrisville General Plan, Future Transportation Map (Exhibit E-3). The timing of installation of the signal will be determined by the Utah Department of Transportation.
- Inclusion of an additional left turn lane on the Town Center Road at the intersection with US-89 to expedite traffic flow and reduce potential back-up of left turning vehicles at peak times.
- Use of existing road shoulder width to develop acceleration and deceleration lanes at the access locations on US-89.
- Ensure~~Insure~~ that UDOT intersection sight distance length standards for traffic exiting onto US-89 are met.

Roadway Plan

The Ben Lomond Views Roadway Plan (Exhibit E-4) balances the need for efficient traffic movement with design compatible with a town-like residential neighborhood. As shown on Exhibit 3, the Plan contains a 72' ROW Town Center road extending from the north intersection with US-89 to the eastern end of the Town Center/commercial area and two 60' ROW residential roads to accommodate traffic moving through the development. All other public residential roads are 52' ROW. Patio homes, rear-loaded townhomes and rear-loaded detached homes are served by private 20' wide alleys. In order to avoid the use of large parking lots, parking for the Town Center area is planned for private roads that also function as parking lots. All private alleys and roads will be maintained by an HOA. Road Cross Sections are shown in Exhibit E-5.

Commented [JH4]: Do we want to explore an update to the ROW section is E-5?

Private Parking Plan

The Plan for parking in private areas including garages, driveways, parking areas and private roads is shown in Exhibit E-6. The total number of parking spaces for each major use category are noted on the Plan. As illustrated by the road cross sections, there is considerable capacity for parking on public streets but decisions about parking on public roads will be made by Harrisville City officials. No parking on public streets is shown or included in parking space totals.

a. **Required Parking**

Commented [JH5]: Moved the following from the Exhibit G so parking is all in one place

i. Garages. All Single-Family homes and Townhomes shall have parking for a minimum of two (2) vehicles in an attached garage.

ii. All Single Family homes and Front-Loaded Townhomes shall have off- street parking spaces on a concrete or asphalt driveway for 2 vehicles.

Formatted: Font: Bold

iii. All Townhomes shall have 2-car garages and the overall project shall provide an additional 1.5 parking spaces per townhome

iv. Alley Loaded Townhomes shall have: 1) on-site parking for two (2) vehicles on a concrete or asphalt driveway with a minimum length of 18 feet or, 2) access to additional private off-street parking as shown on the approved Master Plan.

Formatted: Font: Bold

v. Single family detached homes and Twin homes shall have 4.0 off-street parking spaces for each of these home types.

Formatted: Font: Bold

vi. The condominium shall have 2.6 parking spaces per unit

vii. In a case where there are changes to the number of single family homes, townhomes, twin homes or condominiums, the parking requirement will follow the same minimums as stated above.

viii. The Town Center area ~~has~~ shall have 1 ~~private~~ parking space for each ~~of~~ 140 square feet of~~estimated rentable square feet of~~ commercial space.

Formatted: Left, Indent: Left: 1.19", Hanging: 0.31"

In addition, there is considerable capacity for on-street parking on the Town Center Road.

b. Off-Street Parking for recreational vehicles

i. Uncovered parking for recreational vehicles may be permitted in the area behind the rear of the dwelling and in the rear yard setback provided that:

1. The vehicles parked are currently licensed and operational,
2. The parked vehicles do not occupy more than twenty-five percent (25%) of the rear area of the property, and
3. Parking does not need to be on a hard surface.

c. Parking Surfaces

i. Required parking for a residential dwelling shall be paved with asphalt or concrete surface.

d. Parking Space Size

i. The minimum size for a required parking space is nine (9) feet wide and eighteen (18') feet long.

Formatted: Left, Indent: Left: 1.69", No bullets or numbering

Formatted: Font: Times New Roman, 11 pt, Not Bold, Not Expanded by / Condensed by

Formatted: Left, Numbered + Level: 3 + Numbering Style: i, ii, iii, … + Start at: 1 + Alignment: Left + Aligned at: 1.36" + Indent at: 1.69", Tab stops: 1.07", Left

Formatted: Right: 0.06", Line spacing: single

~~single family detached homes have 2-car garages and driveway parking for 2 additional vehicles yielding 4.0 off-street parking spaces for each home. All townhomes have 2-car garages and 56% have driveway parking for 2 vehicles as well. With the addition of several townhome private parking areas there are 3.5 parking spaces per townhome~~. ~~The condominiums have 2.6 spaces per apartment unit.~~

~~The Town Center area has 1 private parking space for each of 140 estimated rentable square feet of commercial space. In addition, there is considerable capacity for on-street parking on the Town Center Road. 43 off-street parking spaces are available at the Club House.~~

Trails Plan

The system of trails and sidewalks shown in Exhibit E-7 provides pedestrian pathways to all areas of Ben Lomond Views and for visitors and shoppers at the Town Center. Onsite trails connect to the City trail system at Millenium Park and at 2000 North. An illustration ~~plan~~ of the City ~~Trail systems~~ "Pathways Master Plan" is shown in Exhibit E-8.

Bicycle Access Plan

Pathways for bike riders are shown in Exhibit E-9. These include paths adjacent to Town

Center Road to ~~avoid~~ discourage bike riding on the Town Center Road.

Signage

~~The Plan~~Signage will be important to identify within the Project to communicate the plans outlined above. The ~~will incorporate~~ actual signage ~~to~~ will be determined at a later date in consultation with Harrisville City officials.

Modifications

It may be necessary as the project developes out to make modifications to each of the plans outlined above. The City staff has the discretion to make such modifications, when the modifications meet with intent and spirit of the Master Plan.

Formatted: Font: Bold, Underline, Condensed by 0.1

EXHIBIT F-1

Phasing Plan
~~**May 24, 2021**~~

The Ben Lomond Views project will be completed ~~in six~~multiple phases.~~ with an overall objective of compressing the time between phases and accelerating completion of the entire project~~. ~~This will require us to design and obtain City approval for project wide infrastructure and residential subdivisions in a compressed time frame that allows for construction across the entire site in essentially a single phase. Special areas such as the condominium apartments, Town Center commercial buildings, and the clubhouse follow a design, approval, and construction timing process that is separate but linked to the completion status of the project infrastructure and single family residential subdivisions.~~ Completion of the improvements to Millenium Park are anticipated to be completed ~~in an independent~~prior to the development of the first Development Area in the Project. ~~Phase 1. All work in and around the Excluded Area of the flood plain is deferred to the last Phase 6, pending resolution of flood plain remapping~~

~~**Work Completed in Various Phases**~~

1. ~~**Phase 1** is improvements to Millenium Park that are identified in the Millenium Park Easement Agreement. This Phase is planned for completion by the end of 2021.~~

2. ~~**Phase 2** is broken down into sub-phases A, B, C and D to reflect the timing of completion of design and submission of subdivision applications. Phase 2A will also include the preliminary design and review with City staff and utilities of project wide systems such as water, sanitation, secondary water, and storm water, electric, natural gas and telecommunications. It will also include design and UDOT approval of Highway 89 access and City review and approval of access to 2000 N. Phases 2B through 2D are completion and approval of residential subdivision applications. It is our objective to begin construction on all components of Phase 2 as concurrently as possible and as early as possible in 2022.~~

3. ~~**Phase 3** is design and approval of condominium apartments, which include two separate apartment building and parking complexes with a total of 80 units as shown on the Master Plan. The design process will be linked to the design of the Town Center commercial areas including discussions with the Planning Commission, City work groups and residents beginning in late summer or early fall depending upon the timing of the MDA approval and City scheduling of planning discussions. Final drawings for the condominium apartment buildings will be completed no later than 18 months after the effective date of the MDA. Construction of the first apartment complex is expected to begin during or upon completion of the adjacent Phase 2 work with timing of the start of the second complex based on market absorption rates.~~

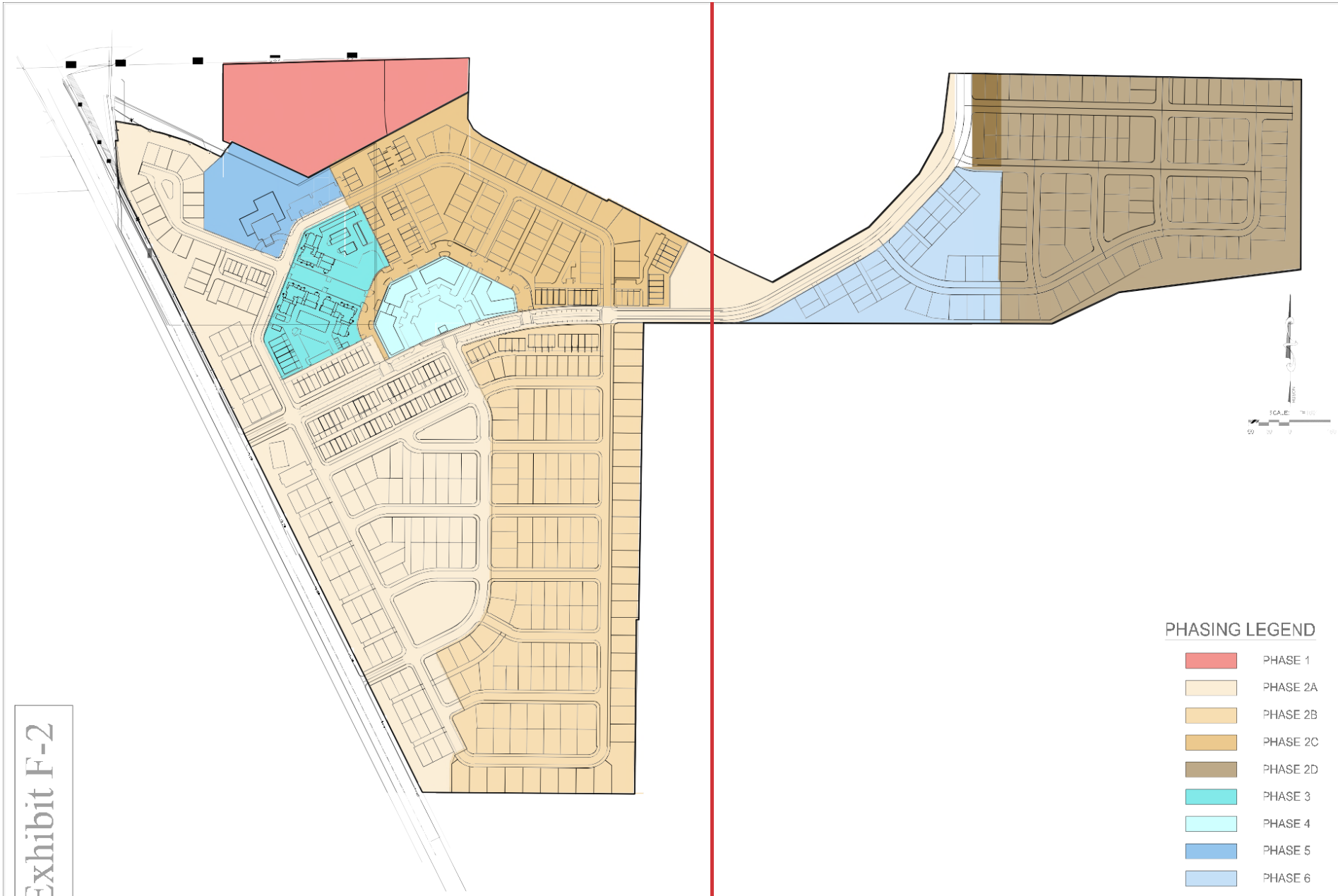


Exhibit F-2

ENGINEERS
SURVEYORS
PLANNERS

NOT FOR CONSTRUCTION

HARRISVILLE
HARRISVILLE, UTAH
PHASING PLAN

REVISIONS

DSE
STG

DATE
05/27/2021

SHEET
1

Exhibit G-1

Design and Site Standards ~~and Renderings~~

~~This Exhibit G consists of:~~

~~2. G-1 Residential Design and Site Standards.~~

These Standards will ~~be supplemented by a Residential Design Guide to~~ be created by the Master Developer and used by the Master Developer ~~Home Owner's Association Design Review Committee~~ to review sub-developer applications ~~for~~ prior submition of residential building permits by a sub-developer. The ~~Guide~~ Standards will be completed prior to completion of the first phase of residential subdivision construction.

~~3. G-2 Preliminary Residential Renderings~~

~~These will be supplemented with additional renderings provided during negotiations with individual sub-developers.~~

~~4. G-3 Commercial and Multi-Family Design "Idea Boards"~~

~~These are examples of materials that will be used to determine the overall design approach to the condominium and commercial buildings as described in the text of this Agreement.~~

Commented [JH1]: Can we delete renderings or reduce to 1 or 2 pages?

Formatted: Indent: Left: 0.07", Space Before: 0 pt, No bullets or numbering, Tab stops: Not at 0.57"

Commented [JH2]: What does this mean in the context of this exhibit?

Exhibit G-2

Formatted: Font: Calibri, 12 pt, Bold

Formatted: Font: Calibri, 12 pt, Bold, Not Expanded by / Condensed by

Formatted: Font: Calibri, 12 pt, Bold

Formatted: Font: Calibri, 12 pt, Bold, Not Expanded by / Condensed by

Formatted: Font: Calibri, 12 pt, Bold

Formatted: Normal, Centered, Indent: Left: 0.01", Right: 0.13", Space Before: 1.6 pt

Residential Design and Development Standards

1. Single Family Lots

a. Lot Area and Frontage Requirements

Each lot or parcel shall comply with the minimum requirements of this regulation as provided below except when such lot or parcel has a noncomplying right provided in the MDA.

Minimum Lot Area	34,000 sq ft
Minimum Lot Frontage	3540 ft

b. Detached Residential Building Setbacks

Any structure intended for use as a detached residential dwelling, including any accessory structure attached to the dwelling structure such as a garage, shall maintain a minimum distance in feet from the property line to the building according to the following table. Notwithstanding the setback requirement, easements or other recorded restrictions to portions of a property are not superseded by setback requirements and must be considered when locating structures.

	Lots With 40 ftup to 5960 ft Frontage	Lots with Greater than 60 ft Frontage
Front	15 ft	15 ft
Front to Garage Door	20 ft	20 ft
Front to Side Facing Garage Door	15 ft	15 ft
Interior Side	5 ft	58 ft
Side Facing Corner	10 ft	13 ft
Rear	10 ft	10 ft

c. Additions to Existing Homes

Any single-family dwelling structure having been occupied for a minimum of five years may make an expansion of the dwelling that extends into the area of the rear yard setback for the main portion of the home provided the expansion

i. Maintains the side yard setbacks of the respective zone,
ii. Maintains a minimum setback of 10 feet from the rear property
iii. Is no wider than half the width of the existing house

d. Main Building Height

i. Minimum – 10 feet from finished grade
ii. Maximum – 35 feet from finished grade (maximum may be increased to 40 feet where the roof pitch is steeper than 6/12 for specific architecture styles)

e. Residential Building Size

i. The maximum footprint of a residential dwelling excluding attached accessory uses shall be four thousand (4,~~0~~500) square feet.

~~In order to maintain the traditional residential character developed in Harrisville certain design elements are required. Those requirements are:~~

~~0. Roofs with a pitch no shallower than a ratio of rise to run of 3 to 1.~~

~~0. Main exterior wall finish materials of brick, stone, siding (vinyl, cement, wood, or hardiplank) with a maximum 12" width horizontal lines, stucco, or glass.~~

f. Accessory Building Development Standards

Free standing residential accessory structure setbacks. ~~Residential a~~Accessory structures (e.g. garage, shed, work~~-~~shop, gazebo, and covered pergola) which are free standing shall only be located to the side or rear of the building. The accessory ~~building~~structure ~~-~~located in the side yard must be set back at least ten (~~10~~5) feet from the side yard property line. For accessory structures located in the rear yard for the home ~~at least six (6) feet in the rear yard behind the main building, the side yard~~ must be setback may be ~~five~~three (~~5~~3) feet from a property line. No portion of the roof overhang shall ~~be closer than five (5) feet to any~~ extend over the property line, and proper drainage shall be installed to prevent additional drainage onto adjoining property. Placement of accessory ~~buildings~~structures on utility easements need to obtain permission from the ~~is not allowed, without written permission of all~~ easement holders in order to avoid potential removal of the structure by the easement holder.

i. Maximum accessory ~~building~~ structure height – 25 feet
ii. Accessory ~~building~~ structure coverage. No single accessory ~~building~~ structure or group of accessory ~~buildings~~ structures shall cover more than twenty-five percent (25%) of the area from the year of the main building to the rear property line.

2. Townhomes and Twin homes

a. Plex Size

i. The minimum number of ~~town~~homes with adjoining sidewalls is a two~~hree~~ (2~~3~~-plex). ~~Twin Homes duplex units are also permitted.~~

ii. The maximum number of townhomes with adjoining sidewalls is a ~~five~~ 8 (~~5~~8-plex)

~~ii. Three-story townhomes are required in locations fronting the Town Center Road. Three-story or two-story townhomes are permitted in all other town home locations.~~

b. Setbacks

Townhomes and Twin homes shall maintain a minimum distance in feet from the property line to the building according to the following table. Notwithstanding the setback requirement, easements or other recorded restrictions to portions of a property are not superseded by setback requirements and must be considered when locating structures.

	Alley Loaded with Driveway	**Alley Loaded Without Driveway**	**Front Loaded**
Front	10 ft	10 ft	15 ft
Side Facing Corner	10 ft	10 ft	10 ft
Interior Distance Between Plex Group	10 ft	10 ft	10 ft
Front Garage			20 ft
Rear			10 ft
Rear - Garage with Driveway	18		
Rear - Garage without Driveway		3	

c. Townhome Height

i. Townhomes may be two or three stories.

~~i.~~ii. Twin homes may be one or two stories.

~~ii.~~iii. Maximum height is 38 feet from finished grade.

Formatted: Not Expanded by / Condensed by

3. **Parking**: See Exhibit E

Commented [JH3]: Moved Parking standards to Exhibit E

~~**a. Required Parking**~~

~~i. All Single Family homes and Townhomes shall have parking for a minimum of two (2) vehicles in an attached garage.~~

~~ii. All Single Family homes and Front-Loaded Townhomes shall have off- street parking spaces on a concrete or asphalt driveway for 2 vehicles.~~

~~iii. Alley Loaded Townhomes shall have: 1) on-site parking for two (2) vehicles on a concrete or asphalt driveway with a minimum length of 18 feet or, 2) access to additional private off-street parking as shown on the approved Master Plan.~~

~~**b. Additional Off-Street Parking**~~

~~i. Additional parking in front or side yards that is not part of the driveway is not permitted.~~

~~ii. Uncovered parking for recreational vehicles may be permitted in the area behind the rear of the dwelling and in the rear yard setback provided that:~~

~~**1.** The vehicles parked are currently licensed and operational,~~

~~**2.** The parked vehicles do not occupy more than twenty-five percent (25%) of the rear area of the property, and~~

~~**3.** Parking does not need to be on a hard surface.~~

~~**c. Parking and Access Surfaces, Locations and Size**~~

~~i. Required parking for a dwelling shall be paved with asphalt or concrete surface.~~

~~ii. Driveway widths:~~

~~**1.** Minimum width of eighteen (18) feet~~

~~**2.** Maximum width of thirty-two (32) feet~~

~~**d. Parking Size** – The minimum size for a required parking space is nine (9) feet wide and eighteen (18') feet long.~~

Exhibit O-1

Parks, Trails and Open Space (PTOS) Plan

The Ben Lomond Views ~~Landscape Plan~~PTOS Plan addresses the following areas~~ in the Ben Lomond Views development~~:

- ~~Local p~~Parks
- ~~Common area o~~Open space
- Tails
- Landscape areas of residential homes

This ~~Landscape~~ PTOS Plan does not include improvements to Millenium Park, which are addressed in ~~the Millenium Park Easement Agreement~~Exhibit "S".

~~Local p~~Project Parks and general common area open space are identified in the PTOS Plan, Exhibit 0-2. As shown there, Ben Lomond Views has ~~7~~ 6 ~~local~~ Project parks, identified as Parks A through F~~G, with a total of 12.13 acres~~. Concept ~~D~~designs for these parks, prepared by the Langvardt Design Group, are described in Exhibit 0-3. The designs in Exhibit O-3 may include improvements and amenities greater than what is required by the Vested Laws. The Master Developer, is only required to design and install those improvements and amenities required by the Vested Laws, but may choose to do more.

The PTOS Plan also identifies 18.66 acres of common area open space. Landscape Standards for these spaces as well as open areas of residential lots are included in Exhibit O-4. The PTOS Plan also shows a berm along the western boundary of the site adjacent to Highway 89 and a berm on the eastern end of the Town Center road at the boundary of the existing home development near the access to 2000 N. The design of these berms and related fencing is shown in Exhibit O-5. Notwithstanding the foregoing, the Master Developer is not required to install both a fence and berm in these locations. The Master Developer may select wone screening method if it chooses.

As described in the Maintenance Plan, Exhibit R, the Ben Lomond Views Owners Association (HOA) will manage and maintain the ~~local~~ Parks ~~park~~s and common open spaces identified in the PTOS plan. ~~The HOA will also manage maintenance in Millenium Park as described in the Millenium Park Easement Agreement, Exhibit S.~~

Landscaping in private lots will be the responsibility of homeowners, subject to requirements in the CC&Rs with oversight by the HOA Design Review Committee.

Formatted: Not Expanded by / Condensed by

Commented [JH1]: Common open space does not show up anywhere in the standards. I added some language in 8.1.3 to help with this.

Commented [JH2]: Can this be removed or simplified? I have not been able to review this in detail yet

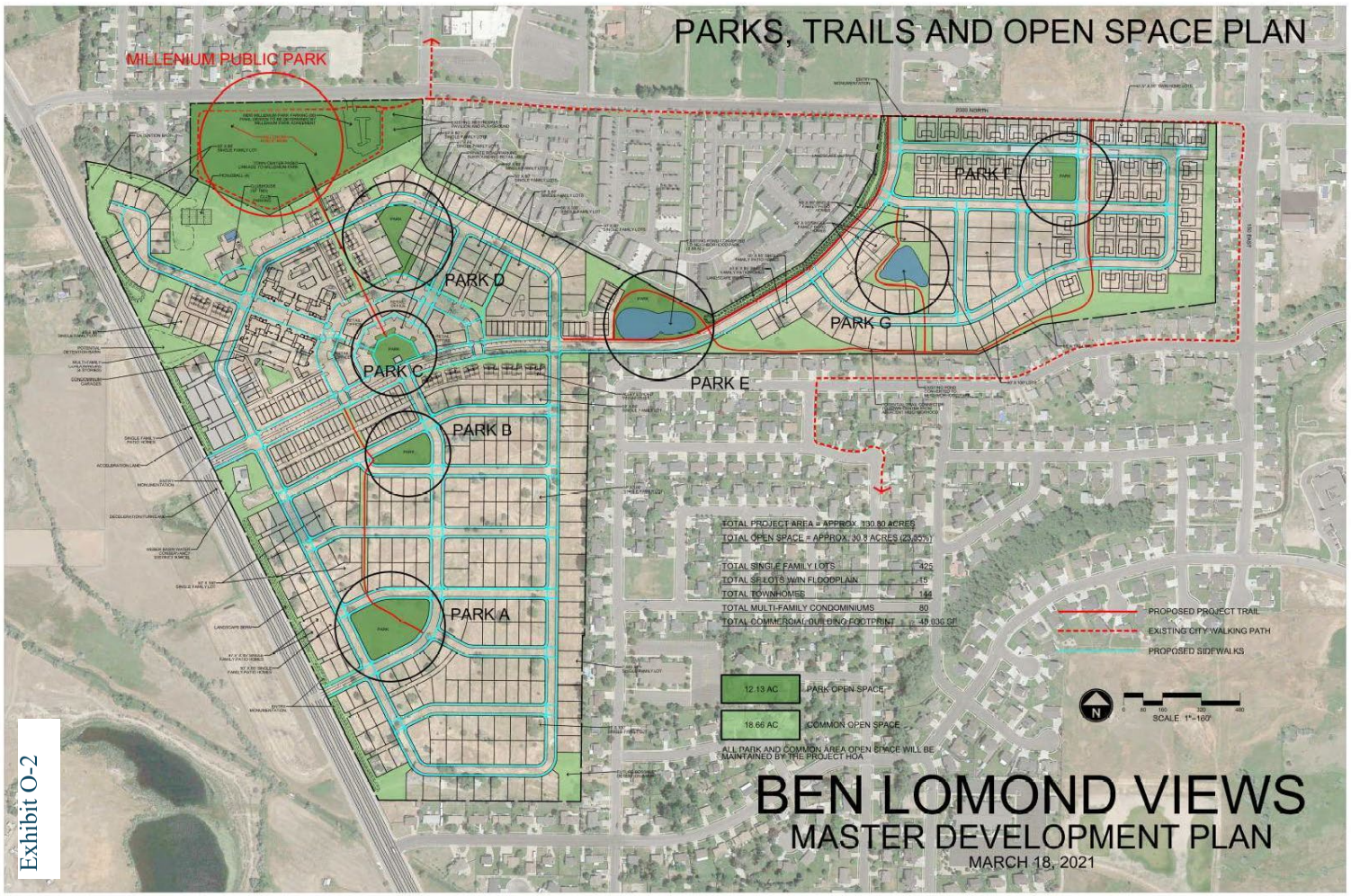

PARKS, TRAILS AND OPEN SPACE PLAN
MILLENIUM PUBLIC PARK
PARK F
PARK D
PARK G
PARK C
PARK E
PARK B
PARK A
TOTAL PROJECT AREA = APPROX. 130.80 ACRES
TOTAL OPEN SPACE = APPROX. 30.8 ACRES (23.55%)
TOTAL SINGLE FAMILY LOTS 425
TOTAL SF LOTS W/IN FLOODPLAIN 15
TOTAL TOWNHOMES 144
TOTAL MULTI-FAMILY CONDOMINIUMS 80
TOTAL COMMERCIAL/OUTLOT FOOTPRINT 45,036 SF
PROPOSED PROJECT TRAIL
EXISTING CITY WALKING PATH
PROPOSED SIDEWALKS
12.13 AC PARK OPEN SPACE
18.66 AC COMMON OPEN SPACE
ALL PARK AND COMMON AREA OPEN SPACE WILL BE MAINTAINED BY THE PROJECT HOA
SCALE 1"=100'
BEN LOMOND VIEWS
MASTER DEVELOPMENT PLAN
MARCH 18, 2021

Exhibit O-2

Exhibit O-3





Playground w/ Shade Structure over playground



Swing Set



Shade Pavilion w/ Picnic Tables



Bench



Litter Receptacle



Pet Waste Station



Sidewalk Walkway



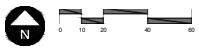
Ramp into Playground

SCALE: 1" = 20'

Ben Lomond Views

Park A

October 23, 2020



SCALE: 1" = 20'

DECOMPOSED GRANITE PATH

BENCH, TYP.

CONCRETE SIDEWALK TYP.

NEIGHBORHOOD PARK B (0.62 ACRES)

18' x 18' SHADE PAVILION W/ PICNIC TABLES

TURF GRASS

LANDSCAPE PLANTER BED

TRAIL CONNECTION TO OPEN SPACE PARCEL

LITTER RECEPTACLE, TYP.

PET WASTE STATION, TYP.



Shade Pavilion w/ Picnic Tables



Decomposed Granite Pathway w/ bench



Bench



Litter Receptacle



Pet Waste Station



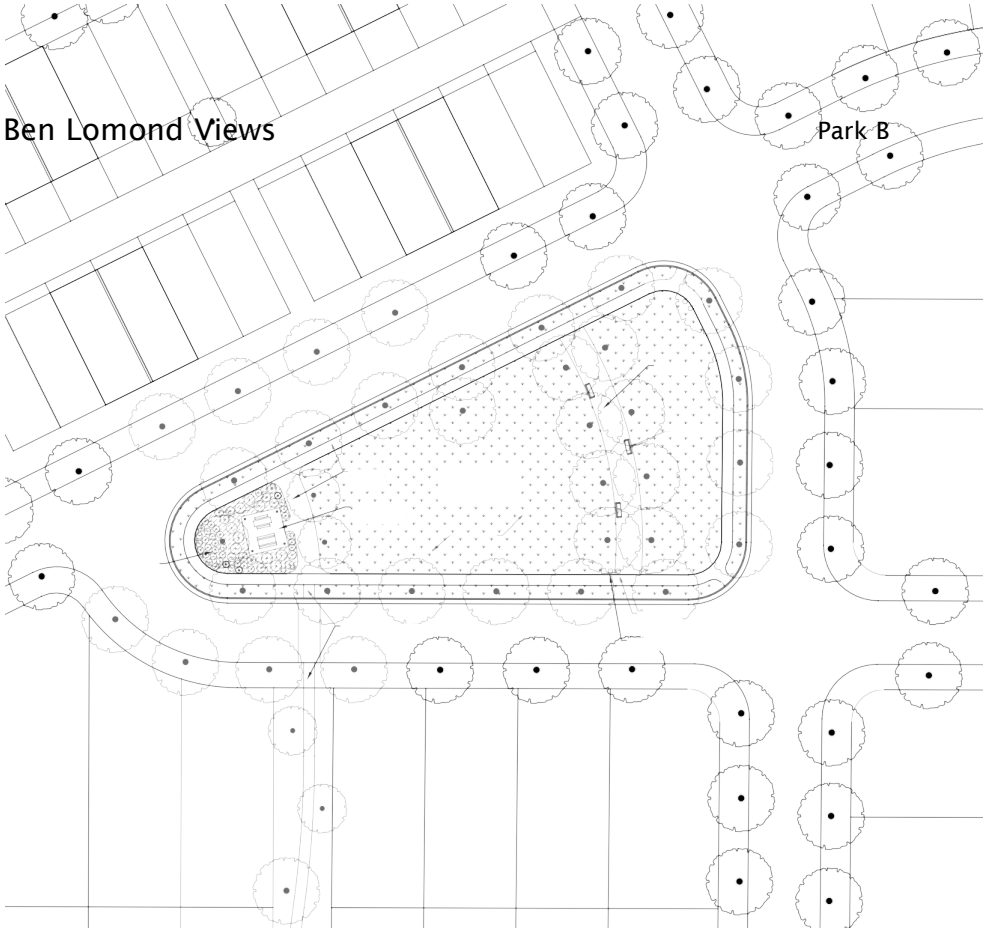
Sidewalk Walkway

SCALE: 1" = 20'

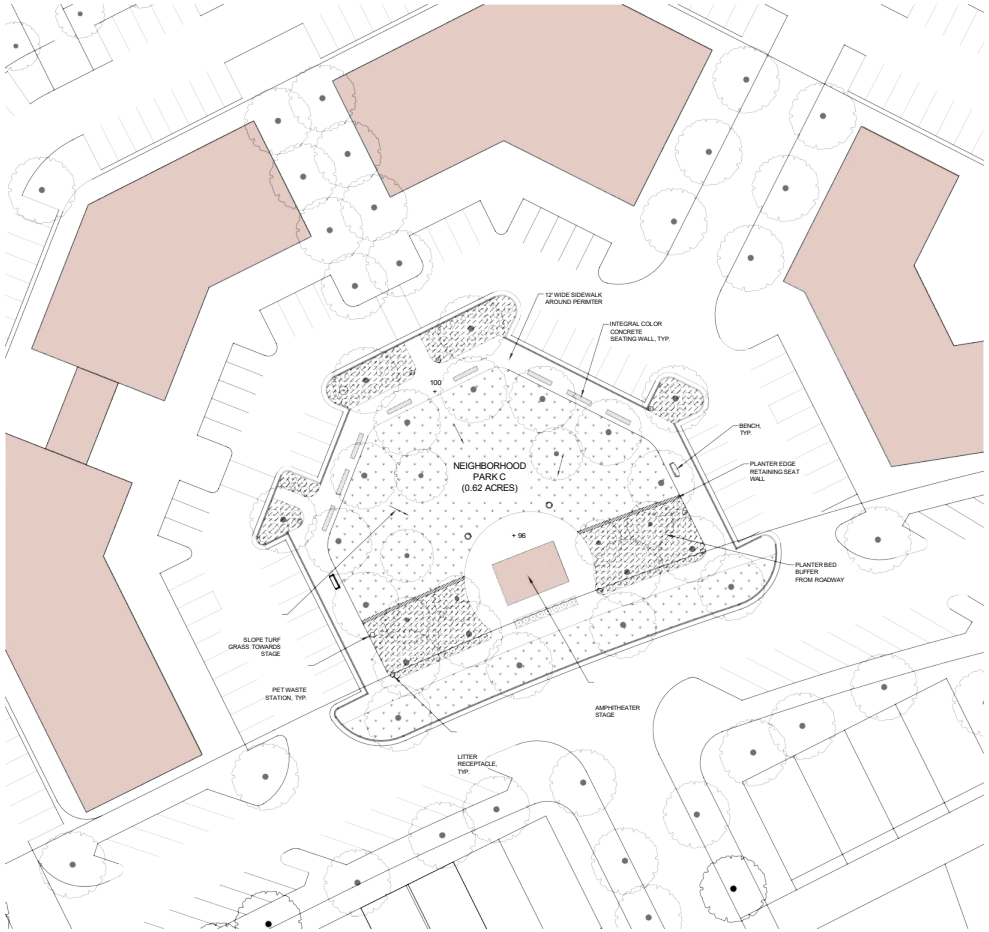
Ben Lomond Views

Park B

October 23, 2020



SCALE: 1" = 20'




Amphitheater Stage w/ sloped grass seating



Integral Color Concrete Seat Wall


Retaining Seat Wall in Planter Bed


Bench


Litter


Receptacle

Ben Lomond Views

Park C

October 23, 2020

N

0 10 20 40 60

SCALE: 1" = 20'

Pet Waste Station

Ben Lomond Views

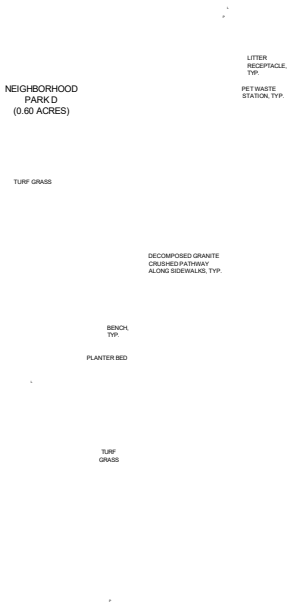
Park C

October 23, 2020

N

0 10 20 40 60

SCALE: 1" = 20'





Turf Grass w/ Plantings



Shrub Bed Planting



Bench



Litter Receptacle



Pet Waste Station



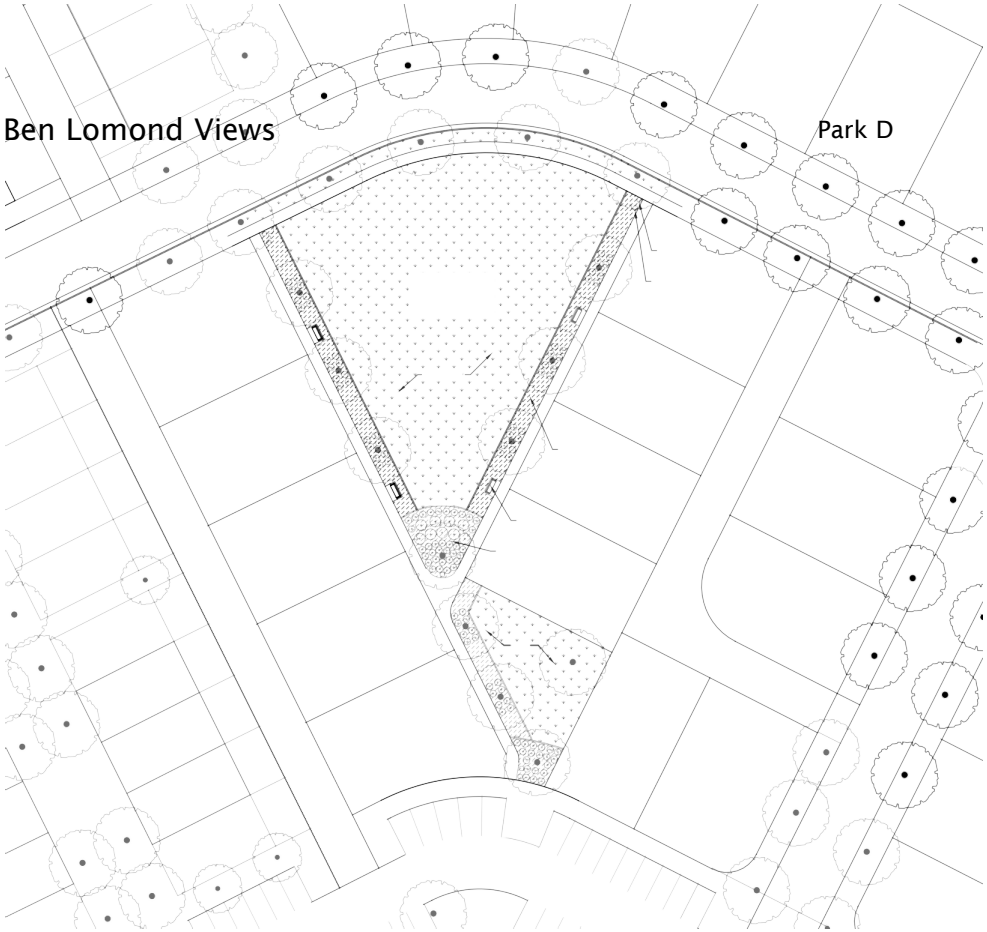
Sidewalk Walkway

SCALE: 1" = 20'

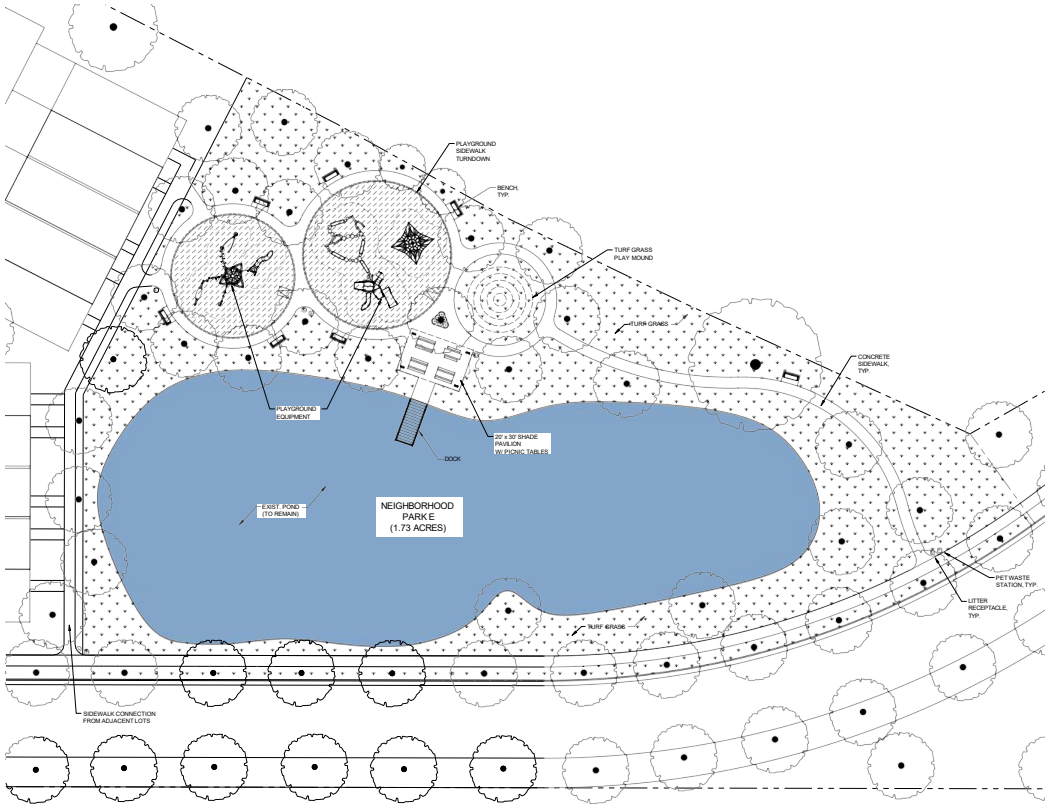
Ben Lomond Views

Park D

October 23, 2020



SCALE: 1" = 20'




Pond with turf grass


Viewing Dock in Pond


Playground Equipment




Turf Grass Play Mound


Shade Pavilion w/ Picnic Tables


Bench


Litter Receptacle


Pet Waste Station

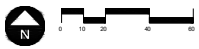

Sidewalk Walkway

SCALE: 1" = 20'

Ben Lomond Views

Park E

October 23, 2020



SCALE: 1" = 20'



Shade Pavilion w/ Picnic Tables



Park Lawn Area



Bench



Litter Receptacle



Pet Waste Station



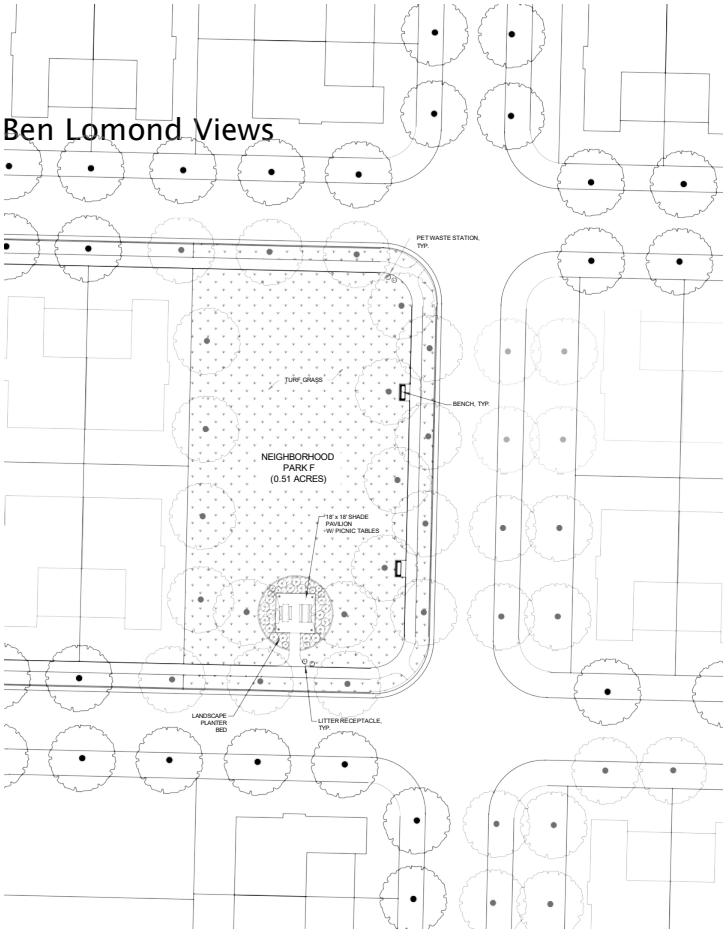
Sidewalk Walkway

SCALE: 1" = 20'

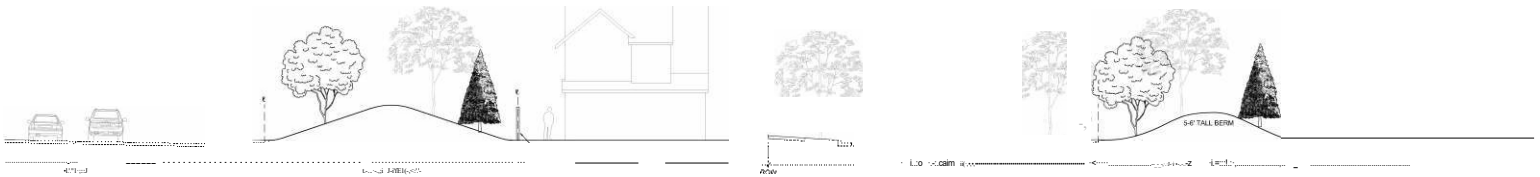
Ben Lomond Views

Park F

October 23, 2020



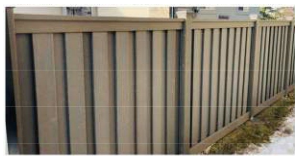
SCALE: 1" = 20'



1, - ""M AND FENCE ALONG HWY 89

2 LANDSCAPE BERM ALONG PROJECT COLLECTOR ROAD
SCALE: NTS

FENCING OPTIONS - TBD TO MATCH ARCHITECTURAL STYLE OF ADJACENT DEVELOPMENT






Ben Lomond Views

e Landscape Berms and Fence

May, 2021

Exhibit O-4



LANDSCAPE STANDARDS FOR BEN LOMOND VIEWS

MARCH 2021

SECTION 1
LANDSCAPE STANDARDS

This chapter sets forth Guidelines and Standards for the landscape development of each Parcel and each Homesite and the development in general including grading, drainage, planting and the design of outdoor living areas. All development must meet these landscape standards. All development with the exception of single family lots must submit landscape plans for approval to the Architectural Review Committee as required.

The intent of these Design Guides is to establish the landscape character of the project while creating new Improvements that merge with the natural topography and existing landscape. The design objectives, as applicable to landscape design, are to be addressed in the design of each Homesite and throughout each development parcel within the Project.

Landscape Improvements should incorporate, rehabilitate and enhance existing vegetation, utilize indigenous and/or regional species of plant materials, and minimize areas of intensive irrigation. New trees and shrub plantings are to be a mix of sizes that will blend naturally into the surrounding area. The landscape design goal should be to gradually transition from the Structure or built element to match adjacent landscapes and/or enhance existing native landscape patterns.

The overall Landscape design objectives for the Ben Lomond Views are listed below:

- Use landscape design elements to connect built structures with the land. Buildings are to step down at their edges and incorporate architectural/ landscape "extensions" such as battered foundations, low walls and terraces.

- Preserve and enhance streetscapes through street tree plantings and mass plantings within street corridors.

- Use landscape materials that are available locally or regionally. All parcels and homesites should use those plant materials from the approved plant lists and should source these materials locally or regionally to insure the highest success rates and to enhance the project's sustainability initiatives.



8.1 General Conditions

All trees, shrubs and ground covers external to the house in the front yards or not hidden and within enclosed yards or courtyards shall be locally adaptable and chosen in keeping with the style of the development.

A list of allowed plant species follows as a guide. No invasive alien plants will be allowed anywhere on the development. Non-invasive lawn species should be used. The use of plants used traditionally in intermountain landscapes is encouraged.

8.1.1 Trees

Trees are a critical landscape component of the Project and should be a priority on any site. Trees are critical to provide shade and cooling effects, providing a sense of enclosure, providing definition and scale to the street, protection from wind, separation from automobile traffic, and reducing airborne dust and pollutants. Non native large tree species are allowed, but their use is primarily to be encouraged in back yards or in limited capacities. Smaller flowering character trees are always encouraged and should be used extensively throughout the Project.

For front yards, must contain a minimum of 1 deciduous tree (min. 2" caliper size) in addition to trees located in the park strip.

For back yards, must contain minimum of one deciduous shade tree (min. 1-1/2" caliper size). Shall be placed at least 6 feet from property lines. Variance may be granted for smaller homes that are part of a cluster, paseo or cottage court that cannot meet this requirement.

8.1.2 Shrubs

The shrubbery used is to be diverse. Shrubs in front yards will primarily be loose and natural looking. Less emphasis is to be put on evergreen hedges or architectural groupings and more on seasonal interest and natural massings. Shrubs at the foundations of houses should be more organized and be done in more classic American Cottage style. There are to be loose hedges and focal points at the bases of porches and decks. Potted shrubs, formal garden hedges and layers of changing colors will be used primarily around the front and sides of key outdoor spaces. Shrubs used will also come from the approved list of species that is part of this section.

8.1.3 Ground Covers

(a) Groundcovers are an effective way to visually and environmentally cover vast areas of soil. Groundcovers are to be used where applicable in lieu of turf grass. Many ground covers are acceptable but the preferred types are natives that provide seasonal interest and cover.

(b) Native Seed. Native seed mix shall be planted in common areas where weekly/regular watering is not required.

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 0.6" + Indent at: 0.85"

Formatted: List Paragraph, Right: 0.84", Line spacing: Multiple 1.21 li, Numbered + Level: 1 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 0.6" + Indent at: 0.85"

8.1.4 Lawns

Vast areas of manicured grass are not desirable in this Project. The water requirement, maintenance and regular fertilization that is required by lawns is incongruent with the environmentally sensitive nature of the development. However, lawns are still permitted but are to be limited in size and location. Neighborhood parks and common area open spaces are designed to provide larger areas of turf for the shared use by residents of the Project. All lawn areas must be large enough for practical use (min. of 5' wide) and be located no closer than 2 feet from foundations (house and garage). Lawn area on any individual lot must not exceed 60% yard coverage.

Artificial turf is not permitted in front yards or where visible from a street, trail or sidewalk. 3.

8.1.5 Annuals or High Maintenance Flowering Ornamental Shrubs

Annuals are generally discouraged in favor of perennial flowers. It will be incumbent on any home owner planting annuals, roses, or the like to maintain these plants and replace them in accordance with general professional landscape practices.

8.2 Street Trees

Street trees are essential for creating beauty and improving the quality of life. Street trees should be located in various locations throughout the Project including:

- Within the parkstrip to enhance the streetscape;
- Around intersections to reinforce traffic calming;
- In parking areas to provide shade for vehicles and to break up expanses of asphalt;
- In public spaces;
- Adjacent to buildings, and
- At focal areas such as sign features or gateways.

Street trees within the parkstrip shall be provided by the Developer of that Parcel fronting the parkstrip and should be species selected from the Street Tree Plant List. All trees planted within the park strip to be min. 2" caliper size. Location and amount number outlined on plot plan. Plant species should be selected for a particular location based on the following considerations:

- The ultimate growth, height and spread of the tree canopy in order to allow for unrestricted growth and as appropriate for the site condition;
- The density of the canopy, ultimate shape and branching pattern. Trees will provide varying degrees of shade due to branching habits and size and type of leaf;
- Access to adequate sunlight and rain water. Considerations of other micro climatic limitations such as reflected light sources from surface pavements and buildings and increased wind and snow load caused by building design should be considered when locating trees either on the street or as part of a site plan development;
- The location of existing and proposed utilities to allow uninhibited growth without disturbance to the tree crown or root zone;
- Maintenance requirements of street trees including watering, fertilizing, pruning and repair of damage caused naturally and by humans, i.e. removal of bark and broken branches;
- Height of the tree canopy to protect sightlines along the street for both motorists and pedestrians.
- Tree litter such as berries or seed pods that may be inappropriate for high traffic areas.
- The ability to withstand harsh conditions. Trees located in sidewalks or other hard surface areas will require adequate tree pits and surface grates that allow for air, water and regular maintenance.

8.3 Parkstrip

For those lots or parcels located in areas where a parkstrip is provided or planned, the parkstrip will be designed, installed and maintained by the individual lot owner or parcel developer.

The park strip must be planted with 80% coverage of approved plant material. Irrigation is required.

It shall be the property owner's responsibility to ensure that erosion does not deposit soil or other material on sidewalks or in the street. Materials such as bark, shredded plant material, and compost, may be used as water conserving mulch for plants and may also be used as the only material in portions of a park strip.

Gravel, rocks, and landscape cobble up to 2" diameter may be used on portions of the park strip. Large diameter rocks and boulders are not permitted. Rock mulch to be neutral in color - no red or white rock. Organic mulch shall be used near street trees to protect them from mowers. No annuals are allowed within the park strip landscape.

All Parkstrip plantings must meet City site visibility standards.

8.4 Street Frontage - Front Yard

This zone is one of the most important areas of all the landscaping. The Street Frontage sets the tone for the entire development. As this area will be viewed both by pedestrians and by passing cars, its scale must be appropriate for each.

Requirements:
1. Landscape:

• Single Family - The Street Frontage is to include more detailed plantings with massings of color and seasonal interest. In most cases it is desirable for this zone to be planted in small turf beds, perennials, ground covers and small to medium shrubs. Trees are permitted as long as their branches will be 7' above the sidewalk or plaza areas and may include flowering/ornamental varieties.

• Multi Family - In this zone the sidewalks dominate the frontage and landscape space is typically confined to narrow foundation strips, raised planters, potted plants or cut outs in the sidewalk. The Street Frontage landscape is typically to be highly detailed and organized plantings of herbs, ground covers, perennials, annuals, small shrubs, ornamentals, and trees in dedicated planters and landscape areas. Trees must be suitable for urban environments and have clear trunks to 7'.

• Town Center - In the community zone landscape will be very similar to the Village Multi Family. Most if not all plants will be in planters or cut out areas between pedestrian hardscapes. All plants must be hardy and able to withstand the micro-climate it may be within. Planters must be irrigated. All trees must be well suited to urban conditions and confined spaces. Flowering shrubs, grasses and eye catching perennials are encouraged for planters and beneath trees.

2. Walls and hardscape features are encouraged as long as the details and workmanship match the architecture and design of the community and home.
3. Vines and similar pedestrian scale plants are encouraged to be planted on walls, hardscape elements, and in pots, etc.
4. Street Frontage mulch is to be either: soil pep, shredded bark, or landscape cobble sized as appropriate for plantings.
5. Street Frontage shall have improved soils as required. Where top soil has been removed as part of grading, organic material is to be amended prior to planting.
6. Lighting is restricted to step lights, wall sconces or decorative cap lights on pilasters.
7. Plants in this zone must not excessively screen the houses from view.
8. Plants in this zone should not include varieties that send out long runners with thorns unless they can be easily maintained so as not to create a hazard.

8.5 Foundation Plantings

All the plants that fall within the 5 to 6 feet of planting space immediately adjacent to the foundation of the house/building/unit and attached structures (trellis, garage, out building) are foundation plantings. This zone is an area where shrub masses and hedges of shrubs are preferred. Typically there will be no trees planted in this zone except for miniature or dwarf varieties. All landscaping in this zone should work to compliment the architecture and provide street appeal. The front door should generally be seen easily from the street. Hedges should be of species that are easily maintained and suitable for foundation coverage. Much thought should go into selection of appropriate plants to go below windows which are low. Plants should be chosen that will not require repeated pruning throughout the year but rather annual or bi-annual pruning only. Plants known to get pest problems requiring pesticides should be avoided. In addition these are passive use areas and as such they should have simple plantings.

Requirements:
1. Landscape:

• Single Family - Massing shrubs and hedges with key focal points anchored with evergreen or similar shrubs is appropriate. Hedges of flowering or seasonally interesting shrubs or grasses are desirable.

• Multi Family - Where this zone is present massing shrubs and hedges with key focal points anchored with evergreen or similar shrubs are required.

• Town Center - Same as Multi Family

2. Exterior mechanical equipment must be substantially screened by foliage within 24 months of planting and maintained to sufficiently screen these items.
3. Vines and similar plants are encouraged to be planted on walls, foundations, etc.
4. Mulch is to be either soil pep, mulched bark or landscape cobble.
5. Landscape Planting areas have improved soils as required. Where top soil has been removed as part of grading, organic material is to be amended prior to planting.
6. Lighting is restricted to step lights, path lights, up lights, decorative post lights, wall sconces or decorative cap lights on pilasters.
7. Irrigation in this zone is required to be 'drip' irrigation.
8. Sod typically does not go against the foundation but may be planted here if it suits the space design.
9. Plants in this zone must not excessively screen the houses from view. The front door must remain visible. No more than 30% of any window's total area is to be covered by foliage from shrubs planted below.

8.6 Side Yards

All the plants and planting areas that fall between the side property line and the foundation shrubs are considered the side yard. This zone is an area where shrub masses and hedges of shrubs are preferred. Landscaping here should aid in providing privacy as well as in framing the house. Large trees to provide shade and evergreen shrubs to block unwanted views are desirable. Plantings should be looser within larger lots and more defined on smaller village lots. Hedges may be larger varieties here. Plants should be chosen that will not require repeated pruning throughout the year but rather annual or bi-annual pruning only. In addition these are passive use areas and as such they should be simple plantings.

Requirements:
1. Landscape:

- Single Family - Side yards will often be very tight so thoughtful planting here is critical. Sod is permitted here.

- Multi Family - Not typically present except on corners or ends. Where this zone is present, massing shrubs and hedges with key focal points anchored with evergreen or similar shrubs are required. Corner lots require detailed plantings along road sides and will most often be mixed with retaining walls/boulders. Perennials and flowering shrubs are desired in these instances.

- Town Center - Not typically present except on corners or ends. Where this zone is present, massing shrubs and hedges with key focal points anchored with evergreen or similar shrubs are required. Corner lots require detailed plantings along road sides. Perennials and flowering shrubs are desired in these instances.

2. Exterior mechanical equipment must be substantially screened by foliage within 24 months of planting and maintained to sufficiently screen these items.
3. Vines and similar plants are encouraged to be planted on walls, foundations, etc.
4. Side yard design for all areas is to be designed and or approved by the Community L.A., developer representative or assigned HOA representative.
6. Mulch is to be either soil pep, mulched bark or landscape cobble.
7. Landscape Planting areas have improved soils as required. Where top soil has been removed as part of grading organic material is to be amended prior to planting.
8. Lighting is restricted to step lights, path lights, up lights, decorative post lights, wall sconces or decorative cap lights on pilasters.
9. Irrigation in this zone is required to be 'drip' irrigation.
10. Plants in this zone must not excessively screen the houses from view. No more than 30% of any window's total area is to be covered by foliage from shrubs planted below.

8.7 Rear Yards

Rear yards may be planted in any style reflecting the home owners taste and style as long as the style compliments the architecture and other elements in the garden. This zone is typically an active use area where family entertaining and gathering occurs. Patios, terraces, decks, pools, gazebos, etc. are encouraged in these areas. The use of massing for privacy and lot definition in the rear is encouraged. Landscaping here should aid in providing privacy as well as in framing the yard. Large trees to provide shade and evergreen shrubs to block unwanted views are desirable. Hedges may be larger varieties here. Large natives are highly desirable in these locations. In addition these are active use areas and as such their should be detailed plantings. Groupings of shrubs with many specimens or collectors plants placed appropriately with other plants are highly desirable.

Requirements:
1. Landscape:

- Single Family - Rear yards may be more extensive on some lots and less on others. Sod may be used in rear yards to create small lawns or play areas. Landscape should complement architecture and plantings should be scaled to the size of the rear yard.

- Multi Family - Not typically present. Where this zone is present, small detailed courtyard style gardens are preferred.

- Town Center- Not typically present. Where this zone is present, small detailed courtyard style gardens are preferred or transitional landscapes that buffer or screen parking lots or service areas.

2. Exterior mechanical equipment must be substantially screened by foliage within 24 months of planting and maintained to sufficiently screen these items.
3. Vines and similar plants are encouraged to be planted on walls, foundations, etc.
4. Mulch is to be either soil pep, mulched bark or landscape cobble.
5. Landscape Planting areas have improved soils as required. Where top soil has been removed as part of grading, organic material is to be amended prior to planting.
6. Lighting is restricted to step lights, path lights, up lights, decorative post lights, wall sconces or decorative cap lights on pilasters.
7. Irrigation in this zone is required to be 'drip' irrigation except for sod areas.

8.8 Landscape Enhancement Zones

Specific Homesites may require a Landscape Enhancement Zone (LEZ). Landscape Enhancement Zones are areas of the Homesite that require a special landscape screening treatment to obscure or soften views of any built Improvements as viewed from public areas, including, but not limited to, roads, trails, public amenities, walkways, plazas, etc. The Architectural Review Committee will work with the Owners on a case-by-case basis to determine what particular landscape treatment, relative to plant species, height, density and placement, is required for the individual Homesite.

8.9 Maintenance

8.9.1 Common Areas

Ben Lomond Views master developer and or the individual Homeowners association(s) will contract with a professional maintenance company which will maintain all common areas within the Project.

8.9.2 Residences

Each individual homeowner is responsible to provide maintenance for all landscape and hardscape elements within the public street or road right of ways. Snow maintenance for all sidewalks fronting a lot or parcel is the responsibility of that lot or parcel owner.

All turf grass areas must be kept neat and regularly mowed. Turf grass over 6" in height is not permitted unless the turf is a naturally maintained meadow grass turf variety installed for waterwise planting such as BIO-MEADOW from BIO-GRASS or equal.

All plants must be kept from spreading to neighboring lots except where an agreement for such is reached between two neighbors or when the same such plant is already planted on the adjacent lot.

Dangerous trees or branches are to be removed when notified or when identified as such by the Architectural Review Committee.

Use of annuals in community maintained areas of the lot is discouraged as the HOA will not replace or maintain them. The home owner is solely responsible for regular and timely seasonal replacement of annuals in accordance with typical professional landscape practices. The same applies for any high maintenance plants added by the homeowner. Roses for example will not be maintained adequately by the community landscape company.

8.10 Irrigation

All irrigation in landscape beds is highly recommended to be 'drip' irrigation. The use of spray irrigation is to be limited to those approved turf areas within a lot or parcel or the temporary irrigation of revegetated native areas. Irrigation is to be appropriately zoned for xeri-scape practices, meaning shrubs and plant materials requiring less water are to be zoned separate from sod and plants requiring more water. All irrigation boxes should be located on the exterior of the house on a side and screened from view. Locating boxes outside will allow the maintenance company to shut off the systems should the need arise. Utilize water-efficient irrigation systems such as: smart irrigation controller, low flow sprinkler heads and drip irrigation.



Diverse landscape with minimal irrigation needs.

8.11 Grading And Retaining

Grading and Retaining is an important part of the Project landscape. All development should preserve the integrity and form of the natural landscape by responding sensitively to existing topography and maintaining the natural drainage patterns and to conserve the general visual character of grading/clearing sites and settings.

Requirements:

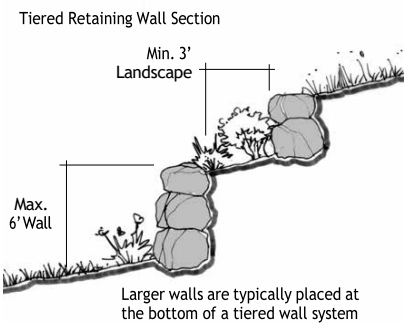
• All work on roads, driveways or lots must be done in a manner that minimizes disruption and alteration of existing topography and must transition naturally across the development. Over-excavation or excessive clearing of cut and fill slopes will not be allowed.

• The maximum gradient allowed on cut and fill slopes shall not exceed 3:1. All approved cut and fill slopes shall be revegetated by the placement of topsoil, plant materials, and/or the approved seed mix appropriate for slope stabilization within the time frame specified by Harrisville City.

• Proposed stacked rock or stone retaining walls shall not exceed 6 feet where they are necessary. A system of 4' to 6' walls (i.e. tiered walls) with no individual wall exceeding 6' may be used. The walls shall be separated by a minimum 3' landscaped area from top back of lower wall to toe of upper wall.



Minimum 3' landscaped shelf between walls



Larger walls are typically placed at the bottom of a tiered wall system

• Structural walls may exceed 6' in height but must meet the goals and objectives herein to transition to the natural landscape and compliment the structures relationship to the landscape.

• Site grading shall be approved on a determination not only of its impact on the natural landform and existing vegetation, but also on the determination of the visual impacts that may result from the grading.

• The construction of cut and fill slopes will be performed to neat and clean lines that are visually appealing.

• Every attempt must be made to minimize cut and fill necessary for the construction of a home to reduce heavy truck traffic to the home site. The project developer is providing an on-site excavation storage area for any materials to be re-used.

• No excess fill may be placed on a lot. Fill locations within the development may be appropriate for excess fill placement and lot owners are encouraged to coordinate with the master developer for location and timing if possible.

8.12 Plant List

The following list serves only as a basic list of approved plants. This is not meant to be a complete list but rather a starting point for research. Plants that are not on this list may be used as approved by the Architectural Review Committee. Any plant on this list is acceptable for use as long as it is appropriate for the location where it is intended to be used as per these Landscape Guides.

TREES

Botanical Name-Common Name

Acer x freemanii - Autumn Blaze Maple
Acer ginnala - Amur Maple
Acer glabrum - Rocky Mountain Maple
Acer griseum - Paperbark Maple
Acer negundo - Sensation Box Elder Maple
Acer platanoides - Norway Maple
Acer rubrum - Northwood Red Maple
Acer truncatum - Crimson Sunset Maple
Alnus incana - Thinleaf Alder
Amelanchier x grandiflora - Autumn Brilliance Serviceberry
Betula occidentalis fontinalis - Western Red Birch
Carpinus betulus fastigiata - Pyramidal Hornbeam
Cedrus atlantica glauca - Blue Atlas Cedar
Crataegus crus-galli 'Inermis' - Thornless Cockspur Hawthorn
Cercis canadensis - Eastern Redbud
Juniperus scopulorum-Rocky Mountain Juniper
Koelreteria paniculata - Golden Raintree
Malus spp. – Crabapple
Picea abies - Hillside Upright Spruce
Picea pungens glauca - Bakerii Blue Spruce
Picea pungens glauca - Hoopsii Blue Spruce
Pinus edulis - Pinyon Pine
Pinus flexilis 'Vanderwolfe' - Vanderwolfe Pine
Pinus leucodermis 'Heldrechii' - Bosnian Pine
Prunus cerasifera - Minnesota Newport Plum
Prunus mackii - Amur Chokecherry
Prunus padus - Mayday Tree
Prunus virginiana – Chokecherry
Pseudotsuga menziesii - Douglas Fir
Pyrus calleryana – Flowering Pear
Quercus gambelii - Gambel Oak
Robinia pseudoacacia - Purple Robe Black Locust
Thuja occidentalis 'Smargd' - Emerald Green Arborvitae

STREET TREES

Botanical Name-Common Name

Acer x freemanii 'Jeffersred' - Autumn Blaze Maple
Acer miyabei 'Morton' - State Street Maple
Acer platanoides 'Crimson King' - Crimson King Maple
Acer platanoides 'Columnarbroad' - Parkway Maple
Acer platanoides 'Princeton Gold' - Princeton Gold Maple
Acer rubrum 'Bowhall' - Bowhall Maple
Acer rubrum 'Franksred' - Red Sunset Maple
Celtis occidentalis - Hackberry
Crataegus x lavallei - Carriere Hawthorn
Fraxinus pennsylvannica 'Patmore' - Patmore Ash
Gleditsia triacanthos 'Skycole' - Skyline Honeylocust
Malus 'Spring Snow' – Spring Snow Crabapple (fruitless)
Prunus virginiana – Chokecherry
Prunus virginiana – Canada Red Chokecherry
Pyrus calleryana – Flowering Pear
Tilia cordata 'Greenspire' - Greenspire Linden
Ulmus 'Frontier' - Frontier Elm

SHRUBS

Botanical Name-Common Name

Amelanchier alnifolia - Saskatoon Serviceberry
Artemisia tridentata - Big Sage
Atriplex canescens - Four Wing Saltbrush
Berberis thunbergii atropurpurea - Red Leaf Barberry
Berberis thunbergii atropurpurea -
Rose Glow Barberry
Berberis thunbergii atropurpurea -
Crimson Pygmy Barberry
Buddleia davidii - Butterfly Bush
Buxus microphylla asiatic 'Winter Gem' - Boxwood
Caragana arborescens - Siberian Pea Shrub
Caryopteris x clandonensis - Blue Mist Spirea
Cercocarpus ledifolius - Curleaf Mountain Mahogany
Chrysothamnus nauseosus - Rubber Rabbitbrush
Cornus alba - Variegated Dogwood
Cornus sericea flaviramea - Yellowtwig Dogwood
Cornus sericea - Redtwig Dogwood
Cornus sericea - Isanti Dogwood
Cornus sericea - Kelseyi Dogwood
Cornus sericea - Alleman's Compact Dogwood
Cornus sericea - Baileyi Dogwood
Cotoneaster acutifolius' - Peking Cotoneaster
Daphne burkwoodii 'Carol Mackie' - Daphne
Euonymus alatus 'compacta' - Dwarf Burning Bush
Fallugia paradoxa - Apache Plume
Forsythia - Northern Gold Forsythia
Hydrangea arborescens - Annabelle Hydrangea
Juniperus communis - Common Juniper
Juniperus horizontalis - Bar Harbor
Horizontal Juniper
Juniperus horizontalis - Blue Chip Horizontal Juniper
Juniperus sabina - Broadmoor Juniper
Juniperus sabina tamariscifolia - Tam Juniper
Hibiscus syriacus - Rose of Sharon
Lonicera tatarica - Tatarian Honeysuckle
Mahonia aquifolium - Oregon Grape
Mahonia aquifolium compacta - Compact
Oregon Grape
Paxistima myrsinites - Mountain Lover
Philadelpus lewisii - Mock Orange
Physocarpus malvaceus – Ninebark
Pinus mugo - Mugo Pine
Pinus mugo - Big Tuna Mugo Pine
Photinia x fraseri - Fraser's Photinia
Picea abies 'Nidiformis' - Bird Nest Spruce
Pinus mugo - Mugho Pine
Potentilla fruticosa - Shrubby Cinquefoil
Purshia tridentata - Antelope Bitterbrush
Rhus glabra - Smooth Sumac
Rhus trilobata - Three Leaf/Oakbrush Sumac
Ribes alpinum - Alpine Currant
Ribes aureum - Golden Currant
Rosa Woodsii - Wood's Rose
Rose sp. - As appropriate for High Altitudes
Salix spp. - Willow
Sambucus canadensis - Adams Elderberry
Sambucus canadensis aurea - Golden Elderberry
Shepherdia argentia - Buffalo Berry
Sorbaria sorbifolia - Ashleaf Spirea
Spiraea sp - Spiraea
Symphoricarpos albus - Common Snowberry
Syringa patula - Miss Kim Lilac
Syringa vulgaris - Common Lilac
Taxus spp. - Yew
Viburnum dentatum - Autumn Jazz Cranberry
Viburnum trilobum - American Cranberry
Viburnum trilobum - Bailey Compact Cranberry

PERENNIALS

Botanical Name - Common Name

Aquilegia - Columine
Anemone 'Honorine Jobert' - Windflower
Artemesia - Sage
Aster frikarti ' Monch' - Monch Aster
Baptisia australis - Wild Indigo
Berlandiera lyrata - Chocolate flower
Callirhoe involucrata - Prairie Winecups
Catananche caerulea - Cupids' Dart
Centranthus ruber - Keys of Heaven
Coreopsis verticillata - Moonbeam Coreopsis
Delphinium - Larkspur
Dianthus - Pinks
Echinacea purpurea - Purple Coneflower
Eriogonum - Sulphur Flower
Gaillardia aristata - Blanket Flower
Gaillardia pinnatifida - Hopi Blanket Flower
Gaura coccinea - Scarlet Gaura
Gaura lindheimeri - Whirling Butterfly Gaura
Geranium - Wild Geranium
Hemerocallis - Daylily
Heuchera - Coral Bells
Iberis sempervirens - Candytuft
Ipomopsis aggregata - Scarlet Gilia
Iris missourensis - Missouri Iris
Kniphofia uvaria - Red Hot Poker
Lavandula angustifolia - English Lavender
Leucanthemum superbum ' Alaska' - Shasta Daisy
Lewisia cotyledon - Lewisia
Liatris spicata - Kobold Gay Feather
Linum lewisii - Blue Flax
Mondarda didyma - Coral Reef Bee Balm
Nepeta 'Walker's Low' - Catmint
Oenothera - Evening Primrose
Paeonia spp. - Garden Peony
Penstemon - Beard Tongue
Phlox paniculata - Phlox
Rudbeckia fulgida 'Goldsturm' - Black Eye Susan
Salvia - Perennial Salvia
Santolina - Cotton Lavender
Scabiosa columbaria 'Butterfly Blue' - Pincushion Flower
Sphaeralcea ambigua - Globemallow
Stachys byzantine - Lambs Ears
Veronica 'Sunny Border Blue' - Veronica

ORNAMENTAL GRASSES

Botanical Name - Common Name

Achnatherum hymenoides - Indian Ricegrass
Bouteloua curtipendula - Side Oats Grama
Calamagrostis acutiflora - Karl Foerster
Chasmanthium latifolium - Northern Sea Oats
Festuca ovina - Sheep Fescue
Helictrotrichon sempervirens - Blue Oat Grass
Miscanthus spp. - Maidengrass
Panicum spp. - Switchgrass
Pennisetum alopecuroides - Fountain Grass
Schizachyrium spp. - Little Bluestem

GROUNDCOVERS

Botanical Name - Common Name

Ajuga spp. - Bugleweed
Alyssum - Basket of Gold
Antennaria - Pussytoes
Arctostaphylos uva-ursi - Kinnikinnick
Delosperma - Hardy Ice Plant
Euonymus - Trailing Euonymus
Fragraria sp. - Strawberry
Gallium odoratum - Sweet Woodruff
Hypericum calycinum - St. John's Wort
Juniperus horizontalis - Wiltoni Juniper
Juniperus sabina - Calgary Carpet & Buffalo
Lamium sp. - Nettle
Lysimachia nummularia - Creeping Jenny
Mahonia repens - Creeping Oregon Grape
Phlox - subulata - Creeping Phlox
Poa pratensis - Kentucky Blue Grass
Potentilla verna nana - Spring Cinquefoil
Sedum - Stonecrop
Sagina sugulata. - Irish Moss
Thymus sp. - Thyme
Veronica sp. - Veronica

BULBS - As appropriate for Region

PERENNIALS

VINES

ORNAMENTAL GRASSES

Botanical Name - Common Name

Hedera helix - English Ivy Lonicera - Honeysuckle
Parthenocissus quinquefolia - Virginia Creeper Wisteria - Wisteria

PERENNIALS NATIVE GRASS SEED MIX ORNAMENTAL GRASSES

Granite Seed (801)-768-4422 Species Planting Rate (Pls#'S/Acre) Lolium Perenne
Perennial Ryegrass 8.75

Elymus Trachycaulus
Slender Wheatgrass 7.00

Pseudoroegneria Spicata V. Secar
Bluebunch Wheatgrass 5.25

Pascopyrun Smithii
Western Wheatgrass 5.25

Festuca Ovina
Sheep Fescue 3.50

Linum Lewisii
Blue Flax 1.00

A. Tridentata Sp. Wyomingensis
Sagebrush 1.25

Total 32.00

Seeding should generally occur during the following seasons:
Spring - Spring thaw to May 1st
Fall - September 15th until consistent ground freeze.

~~Exhibit S-2~~

IMPROVEMENTS TO BE PROVIDED BY MASTER DEVELOPER~~GRANTEE~~

With reference to the drawing S-3:

1. Design and construct a 40-space parking lot with proper planting and fencing
2. Install sidewalk, curb and gutter along park boundary at 2000 N
3. Install Playground (5 to 12 years old target range)
4. Remove existing fencing all the way around the park
5. Existing trail is to remain
6. Grade existing ditch to soften the side slopes
7. Remove existing vegetation and landscape to the edge of the ditch
8. The existing ditch goes into a pipe at the west end that goes through the backyards of some existing homes. Consider re-routing the ditch so it does not go through the back yards of these homes. The existing turnout structure west of this area needs to be maintained to allow the irrigation company to continue to direct the flow.
9. Remove the three existing trees
10. Add 3 additional lights along the south side of the trail
11. Demolish existing restrooms and install new restrooms in the northeast corner of site.
12. Regrade and re-sod the area just north of the ditch overflow structure on the south side of the park
13. Install 3-foot safety fencing or a functional substitute agreed to by the City along approximately 500-feet of the southeast border of the Park adjacent to the drainage ditch.

~~13.~~14.

[other items: I believe Sundance Bay has agreed to some additional improvements. List here]

Commented [JH1]: identify specifically where this fence is required.

Formatted: Not Expanded by / Condensed by

The following are exhibits we propose be deleted for one of the following:

1. Exhibit G-3 – Deleted because the rendering are not necessary
2. Exhibit P – Deleted because the MDA now is clear on the maximum units
3. Exhibit Q – Deleted because we redefined Development Areas to allow for more flexibility in phasing
4. Exhibit R – Unnecessary language
5. Exhibit T – Moved clarification to the MDA document

Note: We also recommend deleting the Geotech, Historic Resource Plan and the Traffic Study.

M E M O R A N D U M

JONES & ASSOCIATES CONSULTING ENGINEERS

TO: Harrisville Planning Commission

FROM: Matthew L. Robertson, P.E.
City Engineer

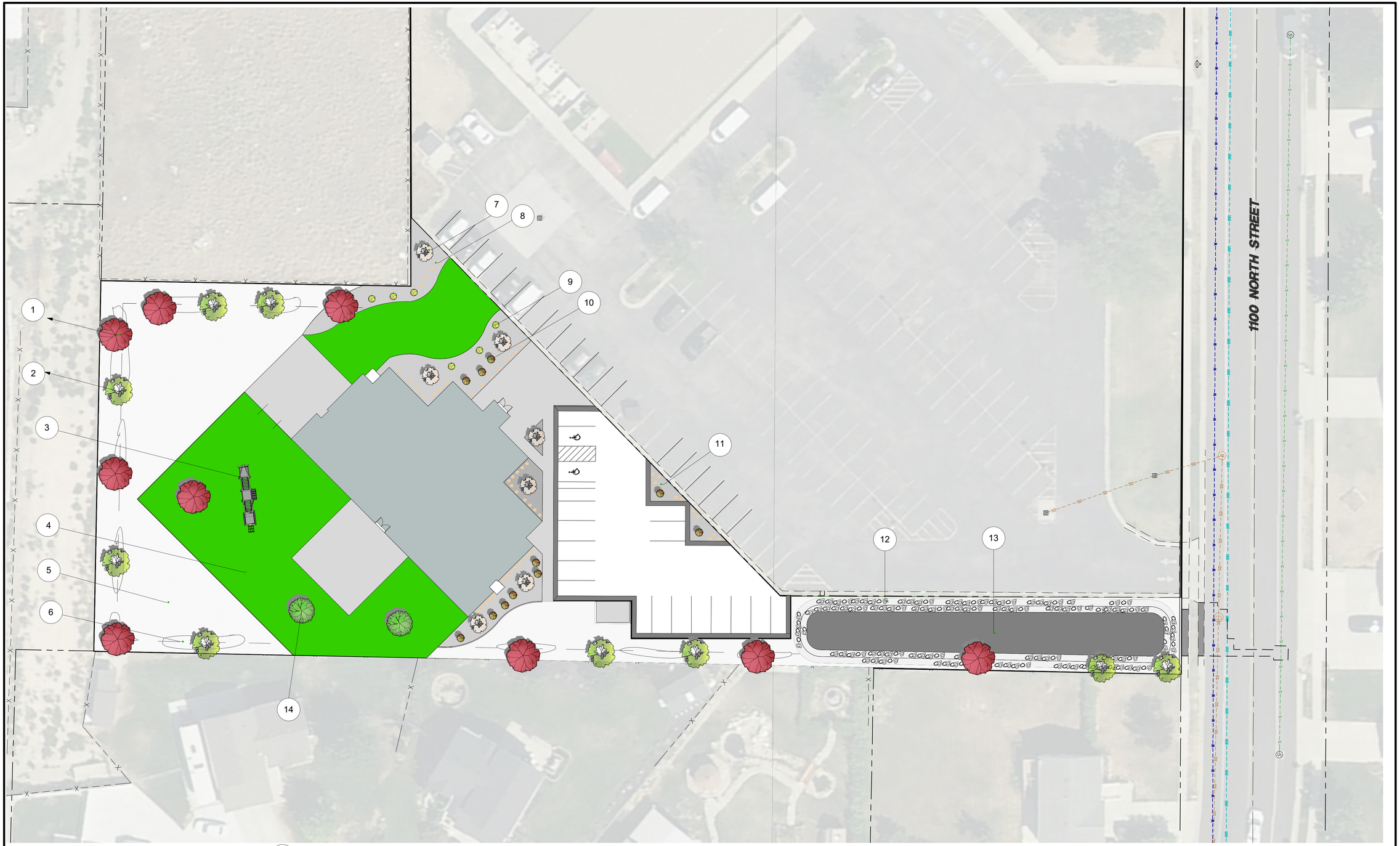
RE: FAMILY PROMISE SITE PLAN
Final Site Plan Review

Date: October 3, 2024

Our office has completed a review of the site plan improvements for the proposed Family Promise Site Plan located at approximately 330 East 1100 North, next to the Ascension Lutheran Church. A proposed new building, parking area, landscaped area, and other infrastructure improvements are proposed for this new site. All previous comments have been addressed and we recommend final approval at this time with the following comments:

1. Complete a Storm Water Pollution Prevention Plan (SWPPP) and file a Notice of Intent (NOI) with the State.
2. Prior to construction, the Developer and Contractor must hold a pre-construction meeting with City staff.

Please let us know if you have any questions.



1	Crimson King Norway Maple	#9	8	Karl Forester Grass	#52	11	Mulch Area
2	Chanticleer Tree	# 9	10	Diablo Ninebark	#11	13	3-5" Rock area
7	SpringSnow Crapapple	#7	9	Daphane Carol Mckay	#6	12	Bolders and 3-5" rocks mix
14	Sunset Maple	#2	4	Grass Area		3	Play ground Area
			5	Rock Bed Area		6	Raise Beds

SCALE: 1" = 20'

0 20 40

Scale in Feet

FAMILY PROMISE

PROJECT NOTES

PROJECT OVERVIEW:
THE PROJECT CONSISTS OF THE CONSTRUCTION OF A BUILDING, ADJACENT PARKING LOT, AND LANDSCAPING.

CONSTRUCTION NOTES:
ALL CONSTRUCTION TO BE TO HARRISVILLE CITY STANDARDS. IN THE EVENT THERE IS NO APPLICABLE STANDARD, CONTACT PROJECT ENGINEER / CITY ENGINEER. CONTRACTOR MUST ATTEND PRE-CONSTRUCTION CONFERENCE WITH CITY PRIOR TO COMMENCING WORK.

PRIOR TO CONSTRUCTION, CONTRACTOR TO LOCATE ALL EXISTING UTILITIES. CONTRACTOR IS RESPONSIBLE FOR UNCOVERING AND VERIFICATION OF ALL EXISTING UTILITIES.

SOILS TESTING TO BE PERFORMED ON PROJECT, ESPECIALLY FOR TRENCH RESTORATION. OWNER FUNDAMENTALLY WILL BE PAYING FOR SOILS TESTING BUT SUCH TO BE NEGOTIATED PRIOR TO START OF CONSTRUCTION (I.E. PERHAPS OWNER PAYS FOR ALL PASSING TESTS, CONTRACTOR FOR FAILING ONES, ETC.).

UTILITY NOTES:
ALL UTILITIES TO BE UNDERGROUND

GRADING NOTES:
ALL RUNOFF WILL SURFACE FLOW TO THE EXISTING GUTTER WHICH RUNS SOUTHWESTWARD. TWO CURB CUTS WILL BE INSTALLED NEAR THE NORTH END OF THE DETENTION BASIN WHICH WILL ALLOW RUNOFF TO ENTER THE BASIN.
THIS BASIN WILL BE METERED THROUGH AN OUTLET CONTROL STRUCTURE INTO THE EXISTING STORM DRAINAGE SYSTEM IN 1100 NORTH STREET.

WATER: FIRE HYDRANTS ARE LOCATED NEARBY - CONTACT HARRISVILLE CITY FOR DETAILS/USAGE.

OBTAIN APPROPRIATE SWPPP PERMIT PRIOR TO COMMENCEMENT OF WORK.

IMPORTANT: ALL UTILITY TRENCHES TO BE COMPACTED TO 95%!

THE SITE HAS A MILD SOUTHERLY GRADIENT.

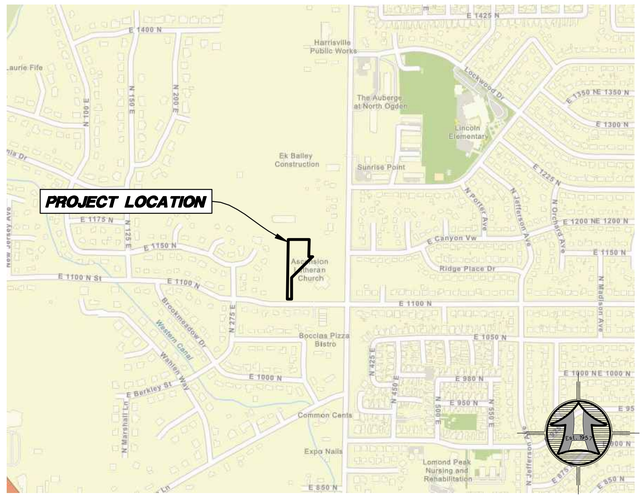
CONTRACTOR TO COORDINATE AND ASSURE COMPLETE COMPACTION TESTING RESULTS FOR SUBGRADE /GRANULAR BORROW/ ROADBASE - PROVIDE RESULTS TO CITY AND PROJECT ENGINEER. SUCH APPLIES TO ALL UTILITY CROSSINGS ALSO.

WATER / FIRE PROTECTION:
THE PROJECT WILL INSTALL A 2-INCH WATER SERVICE LINE TO THE BUILDING AS WELL AS A 4-INCH FIRE PROTECTION LINE. BOTH LINES WILL CONNECT TO THE EXISTING WATER MAIN IN 1100 NORTH STREET.
FIRE HYDRANTS WILL BE PLACED PER FIRE MARSHAL DICTATES.

WATER PROVIDER IS BONA VISTA WATER IMPROVEMENT DISTRICT - CONTACT BLAKE CARLIN PRIOR TO COMMENCEMENT OF WORK AT 801-621-0474. CULINARY WATER SERVICE LATERAL TO BE 2" DIAMETER WITH 2" DIAMETER SETTER PER BONA VISTA WATER STANDARDS & SPECIFICATIONS. FIRE HYDRANT LOCATIONS WILL BE PER WEBER FIRE DISTRICT DICTATES - CONTACT DAVID REED AT 801-782-3580.

BONA VISTA WATER NOTES / PARTICULARS:
(1) ALL WORK ON THE CULINARY WATER SYSTEM IS TO BE TO BONA VISTA WATER IMPROVEMENT DISTRICT STANDARDS.
(2) DISTRICT STANDARDS REQUIRE THE USE OF CORROSION RESISTANT MATERIALS FOR THE WATER LINE, NAMELY, EITHER ROMAC BLUE BOLTS OR STAINLESS STEEL BOLTS MUST BE USED ON ALL FITTINGS, ALONG WITH POLY WRAP OF METAL FITTINGS.
(3) BONA VISTA WILL NOT PROVIDE SECONDARY WATER.





SEWER:
THE PROJECT WILL INSTALL A PRIVATE ON-SITE 6-INCH PVC SEWER MAIN THAT WILL CONNECT INTO THE EXISTING SEWER MAIN IN 1100 NORTH STREET.

STORM DRAINAGE:
THE PROJECT WILL INSTALL A 15-INCH RCP STORM DRAIN MAIN THAT WILL DRAIN FROM THE ON-SITE DETENTION POND INTO THE EXISTING DRAINAGE SYSTEM IN 1100 NORTH STREET. THE POND WILL DISCHARGE AT A METERED RATE, ACCORDING TO HARRISVILLE CITY STANDARDS.

IRRIGATION / SECONDARY WATER:
THE PROJECT WILL CONNECT TO THE EXISTING PINEVIEW SECONDARY WATER MAIN IN 1100 NORTH STREET AND EXTEND A 2-INCH SECONDARY WATER SERVICE TO THE PROPERTY.

ELECTRICAL:	TELEPHONE / CABLE:	GAS:
TBD	TBD	TBD

STRUCTURAL SECTION:
STRUCTURAL SECTION TO BE DETERMINED BY OWNER. THE PROPOSED SECTION CONSISTS OF 3-INCHES ASPHALTIC CONCRETE MIXTURE ON 6-INCHES UNTREATED BASE COURSE ON 6-INCHES GRANULAR BORROW WITH TOP SEAL COAT.

CONTACTS:

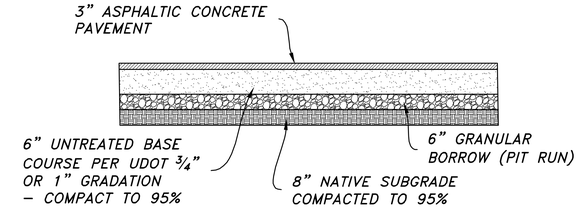
CITY:	PUBLIC WORKS DIRECTOR: JUSTIN SHINSEL (801) 782-4100 ext 1015
CULINARY WATER:	BONA VISTA - MATT FOX: (801) 621-0474 ext 207
SECONDARY WATER:	PINEVIEW WATER - DOUG JEPPESEN(801) 621-6555 ext 1351
SEWER:	PUBLIC WORKS DIRECTOR: JUSTIN SHINSEL (801) 782-4100 ext 1015
STORM DRAINAGE:	PUBLIC WORKS DIRECTOR: JUSTIN SHINSEL (801) 782-4100 ext 1015

PIPE TYPES:

CULINARY WATER:	2" SCHEDULE 40 & 4" C-900 DR-14 CULINARY WATER LINE
SECONDARY WATER:	2" SCHEDULE 40 SECONDARY WATER LINE
SEWER:	8" PVC SDR-35 SEWER MAIN
STORM DRAIN:	15" RCP STORM DRAIN PIPE

SHEET INDEX:

1 .... PROJECT DATA
2 ....OVERALL SITE & UTILITY PLAN
3 .... GRADING PLAN
4 .... SWPPP



TYPICAL ON-SITE ASPHALT PAVEMENT SECTION

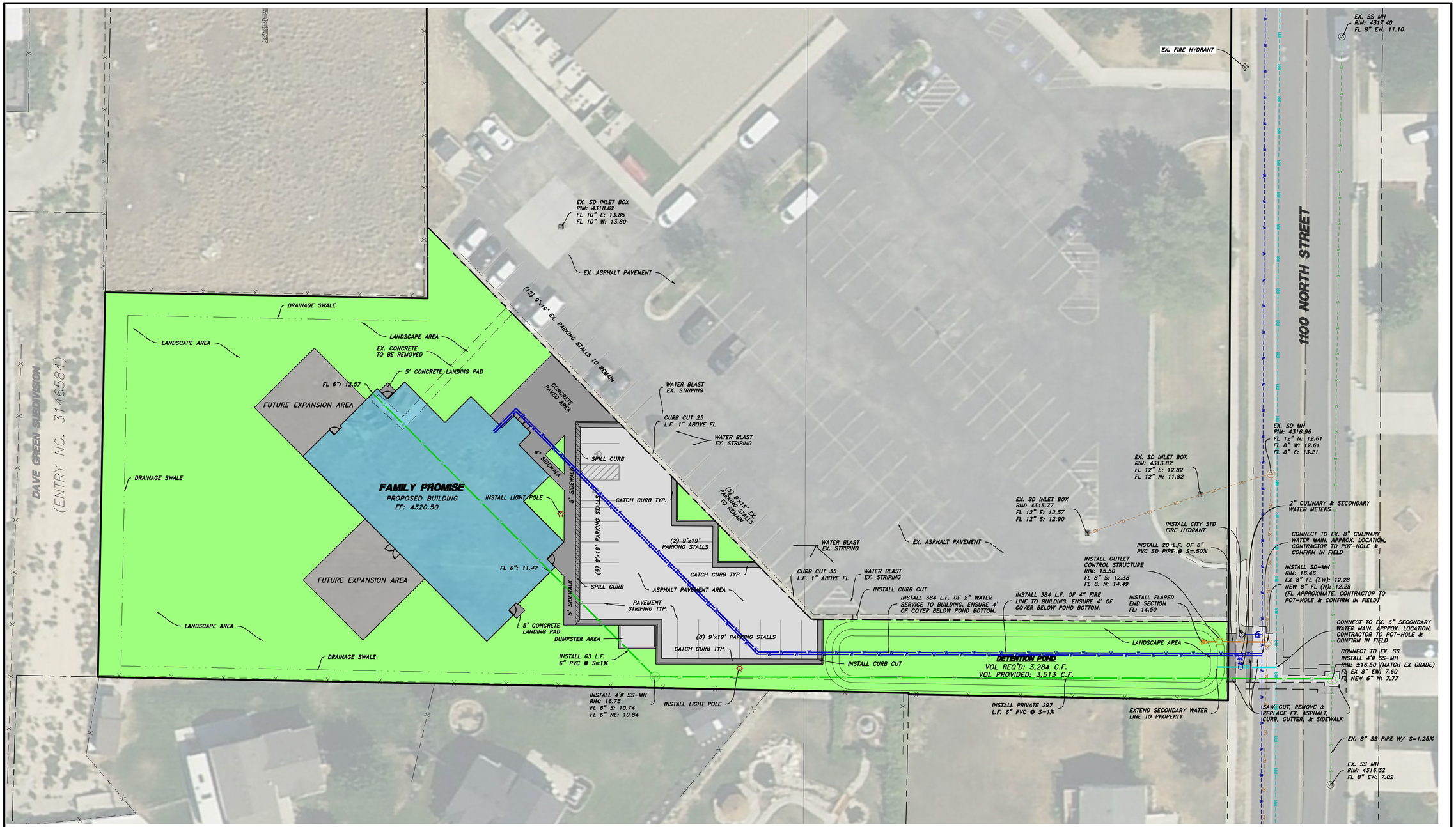
HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
538 North Main Street, Brigham, Utah 84302
Visit us at www.hales.net
Brigham City (435) 723-3491 Ogden (801) 399-4905 Logan (435) 752-8272
Celebrating over 68 Years of Business

No.	Date	By	Revision

Drawn By: BTC Date: 07/03/24
Designed By:
Checked By:
Approved By:
Scale: 1" = **
Drawing File: 24-101s23 CP.dwg
JOB NUMBER: 24-101

PROJECT DATA FOR
FAMILY PROMISE
1103 N WASHINGTON BLVD
HARRISVILLE, WEBER COUNTY, UTAH
A Part of the Southeast Quarter of Section 5 Township 6 North, Range 1 West, S.L.B.&M.

Sheet **1** of **4** Sheets



PROJECT DATA

TOTAL PROJECT AREA:	49,370 S.F.
TOTAL LANDSCAPE AREA:	31,585 S.F. (63.97%)
COMMERCIAL BUILDING FOOTPRINT AREA:	6,800 S.F.
FUTURE EXPANSION AREAS:	2,560 S.F.
OTHER IMPERVIOUS AREAS: (CURB & GUTTER, SIDEWALK, PAVEMENT, ETC)	8,425 S.F.

LEGEND:

- SUBDIVISION BOUNDARY
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- EXISTING SECONDARY WATER LINE
- EXISTING STORM DRAIN PIPE
- PROPOSED SEWER LINE
- PROPOSED WATER LINE
- PROPOSED SECONDARY WATER LINE
- PROPOSED STORM DRAIN PIPE
- SAW-CUT REQ'D.
- EXISTING FENCE
- EXISTING 5' CONTOUR
- EXISTING 1' CONTOUR
- EXISTING SEWER MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING STORM DRAIN INLET
- EXISTING WATER METER
- EXISTING FIRE HYDRANT
- EXISTING LIGHT POLE
- PROPOSED SEWER MANHOLE
- PROPOSED STORM DRAIN MANHOLE
- PROPOSED STORM DRAIN INLET
- PROPOSED WATER METER
- PROPOSED FIRE HYDRANT
- EXISTING CURB & GUTTER
- EXISTING SIDEWALK
- PROPOSED CATCH CURB & GUTTER
- PROPOSED SPILL CURB & GUTTER
- PROPOSED SIDEWALK
- PROPOSED ASPHALT PAVEMENT

SCALE: 1" = 20'

0 20 40
Scale in Feet

NOTICE!

EXISTING UTILITIES ARE SHOWN ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR SHOWN INCORRECTLY.

AVOID CUTTING UNDERGROUND UTILITIES. IT'S COSTLY.

Call BEFORE YOU Dig

1-800-662-4111
UNDERGROUND SERVICE

Engineer's Notice To Contractors

The existence and location of any underground utility pipes or structures shown on these plans were obtained from available information provided by others. The locations shown are approximate and shall be confirmed in the field by the contractor, so that any necessary adjustment can be made in alignment and/or grade of the proposed improvement. The contractor is required to contact the utility companies and take due precautionary measure to protect any utility lines shown, and any other lines obtained by the contractors research, and others not of record or not shown on these plans.

No.	Date	By	Revision

HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
538 North Main Street, Brigham, Utah 84302
Visit us at www.hales.net
Brigham City (435) 723-3491 Ogden (801) 399-4905 Logan (435) 752-8272
Celebrating over 68 Years of Business

Drawn By: BTC Date: 07/03/24
Designed By:
Checked By:
Approved By:
Scale: 1" = **
Drawing File: 24-101z23 CP.dwg
JOB NUMBER: 24-101

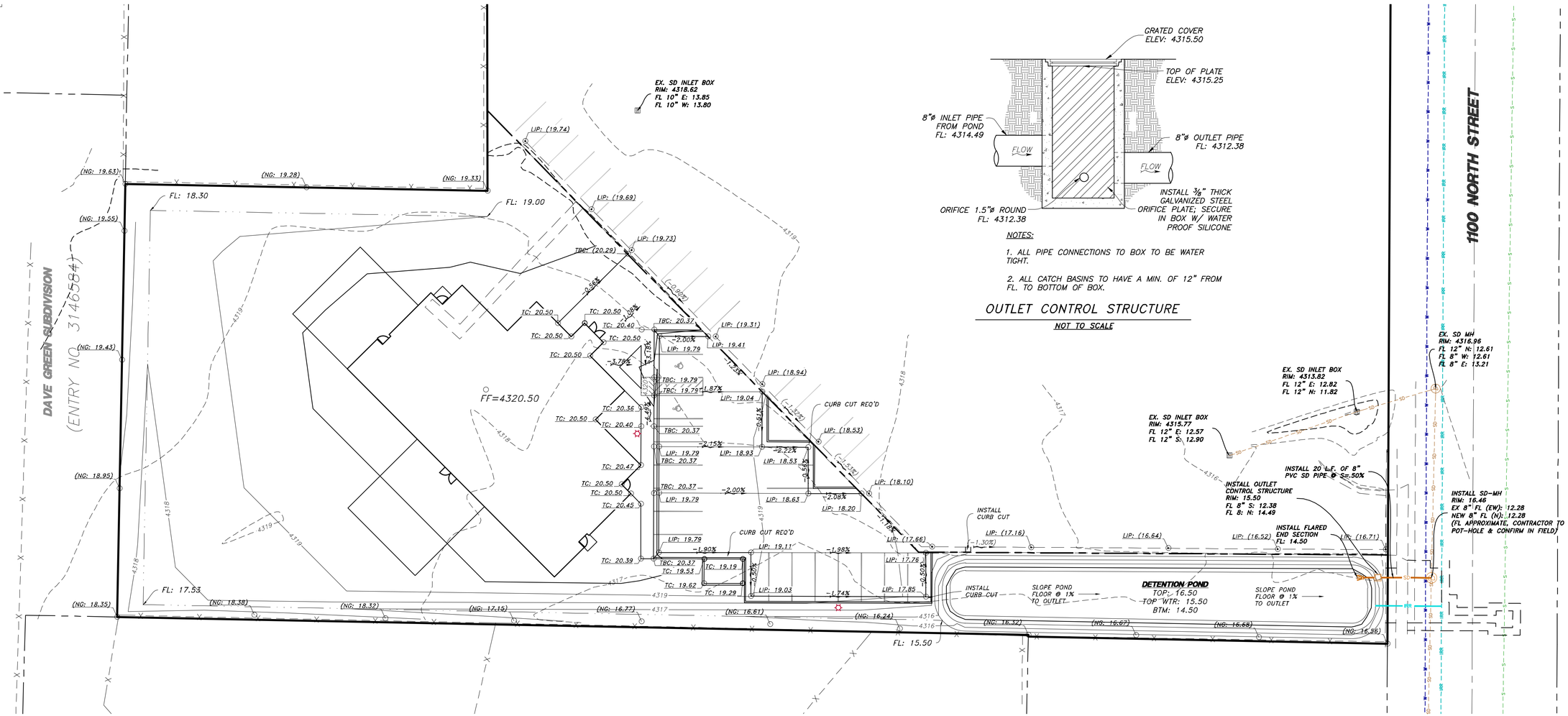
SITE & UTILITY PLAN FOR

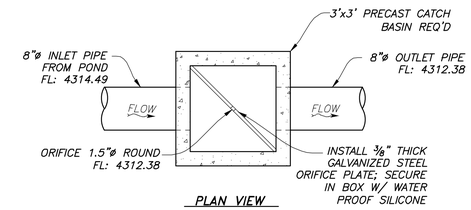
FAMILY PROMISE

1103 N WASHINGTON BLVD
HARRISVILLE, WEBER COUNTY, UTAH

A Part of the Southeast Quarter of Section 5 Township 6 North, Range 1 West, S.L.B.&M.

Sheet **2** of **4** Sheets





PLAN VIEW

NOTES:

1. ALL PIPE CONNECTIONS TO BOX TO BE WATER TIGHT.

2. ALL CATCH BASINS TO HAVE A MIN. OF 12" FROM FL. TO BOTTOM OF BOX.

OUTLET CONTROL STRUCTURE

NOT TO SCALE

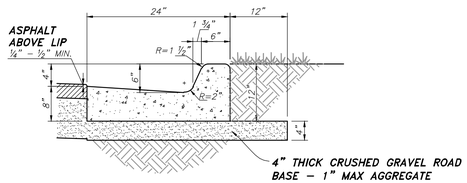
NOTICE!

EXISTING UTILITIES ARE SHOWN ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR SHOWN INCORRECTLY.

AVOID CUTTING UNDERGROUND UTILITIES. IT'S COSTLY.
Call BEFORE YOU Dig
1-800-662-4111
UNDERGROUND SERVICE

Engineer's Notice To Contractors

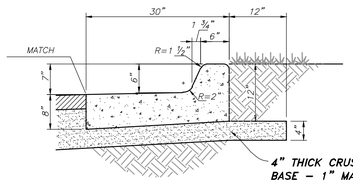
The existence and location of any underground utility pipes or structures shown on these plans were obtained from available information provided by others. The locations shown are approximate and shall be confirmed in the field by the contractor, so that any necessary adjustment can be made in alignment and/or grade of the proposed improvement. The contractor is required to contact the utility companies and take due precautionary measure to protect any utility lines shown, and any other lines obtained by the contractors research, and others not of record or not shown on these plans.



CONCRETE TO BE 4000 PSI 28 DAY STRENGTH
4" MAX. SLUMP; AIR 6% ± 1½%

CATCH CURB & GUTTER SECTION (I / C5)

NOT TO SCALE



CONCRETE TO BE 4000 PSI 28 DAY STRENGTH
4" MAX. SLUMP; AIR 6% ± 1½%

SPILL CURB & GUTTER SECTION (J / C5)

NOT TO SCALE

LEGEND:

- SUBDIVISION BOUNDARY
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- EXISTING SECONDARY WATER LINE
- EXISTING STORM DRAIN PIPE
- PROPOSED SEWER LINE
- PROPOSED WATER LINE
- PROPOSED SECONDARY WATER LINE
- PROPOSED STORM DRAIN PIPE
- SAW-CUT REQ'D.
- EXISTING FENCE
- EXISTING 5' CONTOUR
- EXISTING 1' CONTOUR
- EXISTING SEWER MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING STORM DRAIN INLET
- EXISTING WATER METER
- EXISTING FIRE HYDRANT
- EXISTING LIGHT POLE
- PROPOSED SEWER MANHOLE
- PROPOSED STORM DRAIN MANHOLE
- PROPOSED STORM DRAIN INLET
- PROPOSED WATER METER
- PROPOSED FIRE HYDRANT
- EXISTING CURB & GUTTER
- EXISTING SIDEWALK
- PROPOSED CATCH CURB & GUTTER
- PROPOSED SPILL CURB & GUTTER
- PROPOSED SIDEWALK
- PROPOSED ASPHALT PAVEMENT

SCALE: 1" = 20'

0 20 40
Scale in Feet

No.	Date	By	Revision

HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
538 North Main Street, Brigham, Utah 84302
Visit us at www.hanes.net
Brigham City (435) 723-3491 Ogden (801) 399-4905 Logan (435) 752-8272
Celebrating over 68 Years of Business

Drawn By: BTC Date: 07/03/24
Designed By:
Checked By:
Approved By:
Scale: 1" = **
Drawing File: 24-101x23 CP.dwg
JOB NUMBER: 24-101

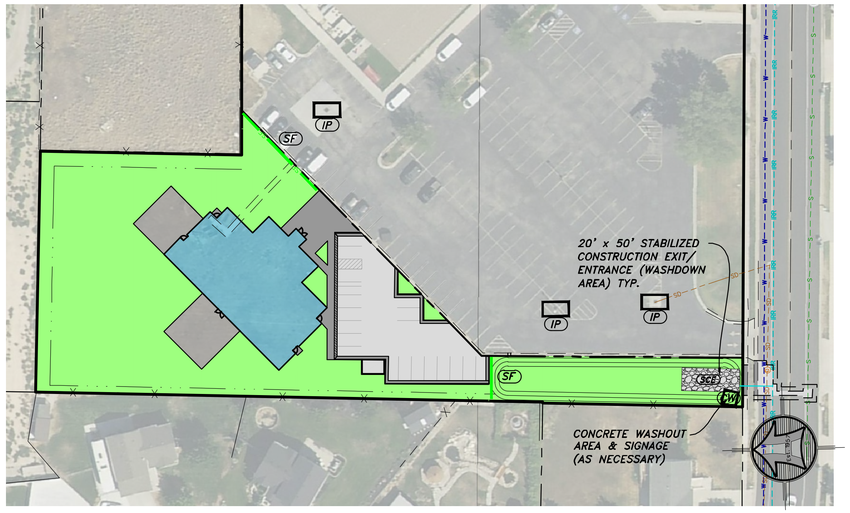
GRADING PLAN FOR

FAMILY PROMISE

1103 N WASHINGTON BLVD
HARRISVILLE, WEBER COUNTY, UTAH

A Part of the Southeast Quarter of Section 5
Township 6 North, Range 1 West, S.L.B.&M.

Sheet 3 of 4 Sheets



SWPPP PLAN

LOCATION:

LOCATION: HARRISVILLE, WEBER COUNTY, UTAH
SECTION 5, TOWNSHIP 6 NORTH, RANGE 1 WEST, SLB&M
LATITUDE: 41°16'42" N LONGITUDE: 111°58'17" W
APPROXIMATE ELEVATION: 4318'

PROJECT DATA:

TAX ID #: 113440002
PARCEL ACREAGE: 1.13 ACRES

NOLAN KARRAS

OVERVIEW:

THE PROJECT CONSISTS OF THE CONSTRUCTION OF 1 BUILDING AND A PARKING LOT. CONSTRUCTION WILL ALSO CONSIST OF UTILITY CONNECTIONS AND INSTALLATION, STORM DRAIN DETENTION AND SITE GRADING. DRAINAGE FROM ON-SITE ACTIVITY IS TO BE INTERCEPTED BY THE SILT FENCE/BERM AT THE SOUTH BOUNDARY OF THE PROJECT. CONCRETE WASHOUT AREA IS LOCATED NEAR THE ENTRANCE/EXIT.

MAINTENANCE/RECORD-KEEPING:

STRICT RECORD KEEPING IS IMPERATIVE. THE PROJECT WILL BE STATE-PERMITED BUT PARTICULARLY UNDER THE AUSPICES OF HARRISVILLE CITY. KEEP INSPECTION REPORTS FORMS/FORMAT AS MANDATED BY HARRISVILLE. A THOROUGH INSPECTION OF THE SWPPP MUST BE CONDUCTED AT LEAST EVERY 14 DAYS AND AFTER ANY PRECIPITATION OR SNOWMELT THAT CAUSES SURFACE EROSION. MAINTENANCE AND/OR MODIFICATIONS TO EROSION MEASURES MUST BE COMPLETED IN A TIMELY MANNER, BUT IN NO CASE MORE THAN 7 CALENDAR DAYS AFTER THE INSPECTION. THE ENFORCEMENT AGENCY IS HARRISVILLE CITY, WHO ADMINISTERS AND ENFORCES STORMWATER POLLUTION PREVENTION PLANS LOCALLY. STORMWATER MANAGEMENT ASPECTS AND PROCEDURES MAY BE MODIFIED BY PERMITTEE (AND/OR OFFICIAL REPRESENTATIVE) UPON OBTAINING HARRISVILLE CITY APPROVAL.

SWPPP PHASING - ORDER OF WORK:

PHASE 1: CONSTRUCTION OF STABILIZED CONSTRUCTION ENTRANCE, CONCRETE WASHOUT AREA AND SIGNAGE, SILT FENCES & BERMS, AND INLET PROTECTION.

PHASE 2: MAINTAIN STABILIZED CONSTRUCTION ENTRANCE, CONCRETE WASHOUT AREA, SILT FENCES & BERMS, AND WATTLES DURING CONSTRUCTION AND SITE IMPROVEMENTS.

PHASE 3: UPON ASPHALTING, REMOVE CONSTRUCTION ENTRANCE, WATTLES, INLET PROTECTION, AND TEMPORARY SILT FENCES & BERMS.

LABELS

(SF) - SILT FENCE OR BERM
(SCE) - STABILIZATION CONSTRUCTION ENTRANCE
(IP) - INLET PROTECTION
(CW) - CONCRETE WASHOUT

QUANTITIES

SILT FENCE/BERM - 110 LF
STABILIZED CONSTRUCTION ENTRANCE - 1
INLET PROTECTION - 3
CONCRETE WASHOUT - 1

L E G E N D

PROPERTY BOUNDARY LINE
SILT FENCE OR BERM REQ'D
TRACKING PAD
CONCRETE WASHOUT AREA & SIGNAGE
INLET PROTECTION



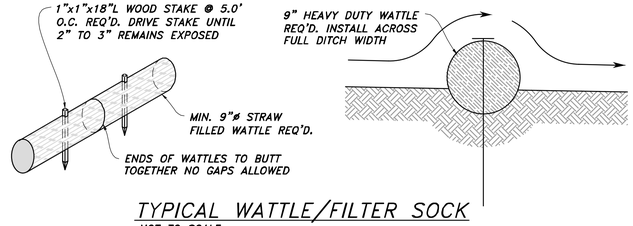
CONCRETE WASHOUT AREA

NOT TO SCALE

CONCRETE WASHOUT AREA NOTES:

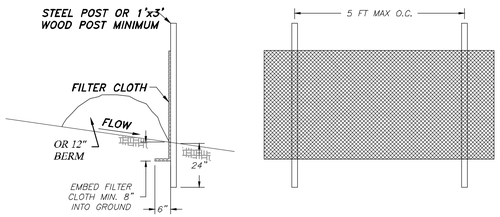
INSTALLATION & MAINTENANCE PER SERVICE AGREEMENT.

NOTE: ADDING SOLVENTS, FLOCCULENTS, OR ACID TO THE WASHWATER IS PROHIBITED.



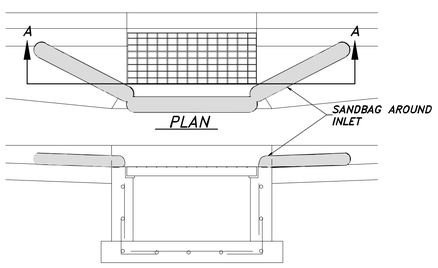
TYPICAL WATTLE/FILTER SOCK

NOT TO SCALE



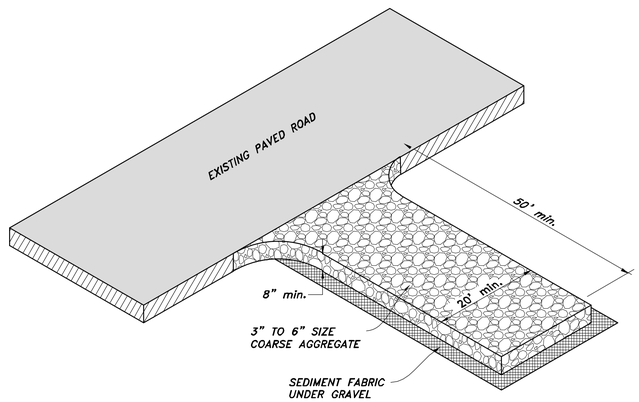
SILT FENCE DETAIL

NOT TO SCALE



CURB INLET PROTECTION DETAIL

NOT TO SCALE



STABILIZED CONSTRUCTION ENTRANCE

NOT TO SCALE

STABILIZED CONSTRUCTION ENTRANCE NOTES:

INSTALLATION/APPLICATION CRITERIA:
1. CLEAR AND GRUB AREA AND GRADE TO PROVIDE MAXIMUM SLOPE OF 2%.

2. COMPACT SUBGRADE AND PLACE FILTER FABRIC IF DESIRED (RECOMMENDED FOR ENTRANCES TO REMAIN FOR MORE THAN 3 MONTHS)

3. PLACE COARSE AGGREGATE, 3" TO 6" IN SIZE, TO A MINIMUM DEPTH OF 8".

LIMITATIONS:
1. REQUIRES PERIODIC TOP DRESSING WITH ADDITIONAL STONES.

2. SHOULD BE USED IN CONJUNCTION WITH STREET SWEEPING ON ADJACENT PUBLIC RIGHT-OF-WAY.

MAINTENANCE:
1. INSPECT DAILY FOR LOSS OF GRAVEL OR SEDIMENT BUILDUP.

2. INSPECT ADJACENT ROADWAY FOR SEDIMENT DEPOSIT AND CLEAN BY SWEEPING OR SHOVELING.

3. REPAIR ENTRANCE AND REPLACE GRAVEL AS REQUIRED TO MAINTAIN CONTROL IN GOOD WORKING CONDITION.

4. EXPAND STABILIZED AREA AS REQUIRED TO ACCOMMODATE TRAFFIC AND PREVENT EROSION AT DRIVEWAYS.

HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
538 North Main Street, Brigham, Utah 84302
Visit us at www.hales.net
Brigham City (435) 723-3491 Ogden (801) 399-4905 Logan (435) 752-8272
Celebrating over 68 Years of Business

No.	Date	By	Revision

Drawn By: BTC Date: 07/03/24
Designed By:
Checked By:
Approved By:
Scale: 1" = **
Drawing File: 24-101v23 CP.dwg
JOB NUMBER: 24-101

SWPPP FOR
FAMILY PROMISE
1103 N WASHINGTON BLVD
HARRISVILLE, WEBER COUNTY, UTAH
A Part of the Southeast Quarter of Section 5 Township 6 North, Range 1 West, S.L.B.&M.

Sheet **4** of **4** Sheets

MEMORANDUM

TO: Harrisville City Planning Commission

FROM: Matt Robertson, P.E.
City Engineer

RE: FUREVER FRIENDS SITE PLAN REVIEW

Date: October 3, 2024

Our office has completed a review of the site plan improvements for the Furever Friends Site located at 1755 North 750 West. They are proposing to install a new private sewer and water service to their building where they will be constructing an addition. The plans also include an additional concrete parking area near the building. We recommend approval of the site plan improvements subject to the following items being addressed before construction:

1. Update the plans to show a 4" gravity sewer lateral connecting to the sewer main in 750 West and then running at a 2% grade past the west property line. The force sewer lateral can then connect to the 4" lateral on the private property.
2. Add a note that the asphalt patch in 750 West is to follow City Standards.
3. Obtain approval from North View Fire District for the access to the building.
4. Obtain approval from Bona Vista Water for the culinary water service.

If you have any questions, please let us know.

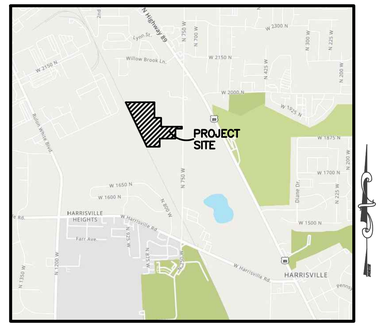
Reeve & Associates, Inc. - Solutions You Can Build On

Project Narrative/Notes/Revisions

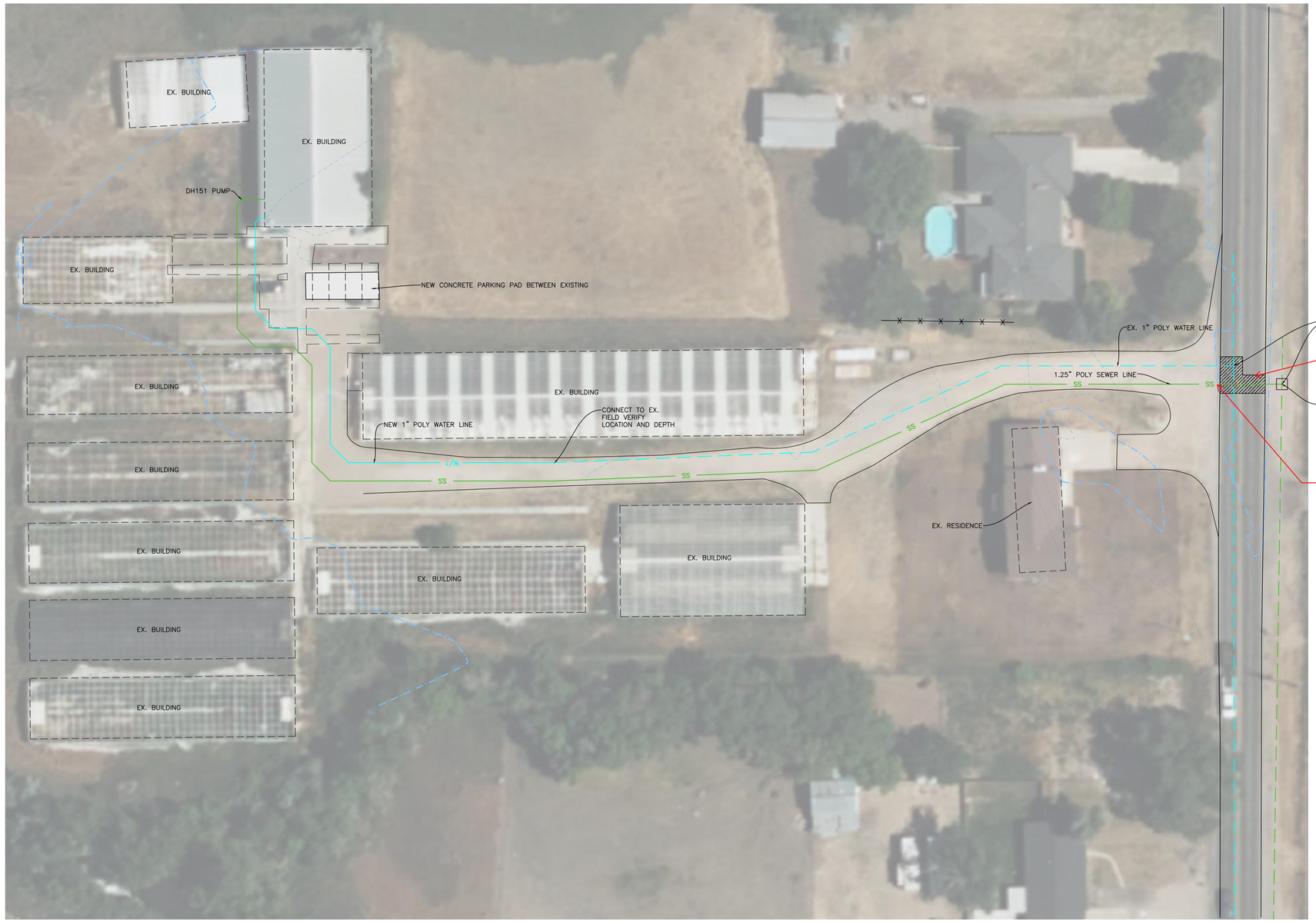
1. 05/25/2023 ZD – COMPLETED DESIGN FOR CLIENT & CITY REVIEW.

FUREVER FRIENDS
1755 N 750 W
Improvement Plans

HARRIAVILLE, WEBER COUNTY, UTAH
MAY, 2023



Vicinity Map
NOT TO SCALE



20 0 20 40 60
Scale: 1" = 20'

Sheet Index
Sheet 1 - Site/Cover/Index Sheet
Sheet 2 - Notes/Legend/Details

Engineer's Notice To Contractors:

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

Surveyor:
Jason Felt
Reeve & Associates, Inc.
5160 South 1500 West
Riverdale, Utah, 84405
PH:(801) 621-3100

Developer Contact:
Eleanor Jenson
1996 N 700 E
North Ogden, Utah, 84414
PH: (385) 405-9912

Project Contact:
Jeremy Draper
Reeve & Associates, Inc.
5160 South 1500 West
Riverdale, Utah, 84405
PH:(801) 621-3100

811 Know what's **below.** **Call** before you dig.

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 www.reeve.co
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS
DESCRIPTION | DATE

FUREVER FRIENDS
1755 N 750 W
HARRISVILLE, WEBER COUNTY, UTAH

Site/Cover/Index Sheet

REGISTERED PROFESSIONAL ENGINEER
6338480
JEREMY A. DRAPER
06/13/2023
STATE OF UTAH

Project Info.
Engineer: JEREMY A. DRAPER, P.E.
Drafter: Z. DECARIA
Begin Date: MAY 2023
Name: FUREVER FRIENDS ANIMAL OASIS
Number: 8154-01

1
2 Total Sheets

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

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

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

General Notes:

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

Utility Notes:

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

Notice to Contractor:

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE PLANS ARE BASED UPON RECORDS OF THE VARIOUS UTILITY COMPANIES AND/OR MUNICIPALITIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

THE CONTRACTOR AGREES THAT THEY SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND THE ENGINEERS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.

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

Survey Control Note:

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

Erosion Control General Notes:

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

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

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

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

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

Maintenance:

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

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

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

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

EXPOSED SLOPES:

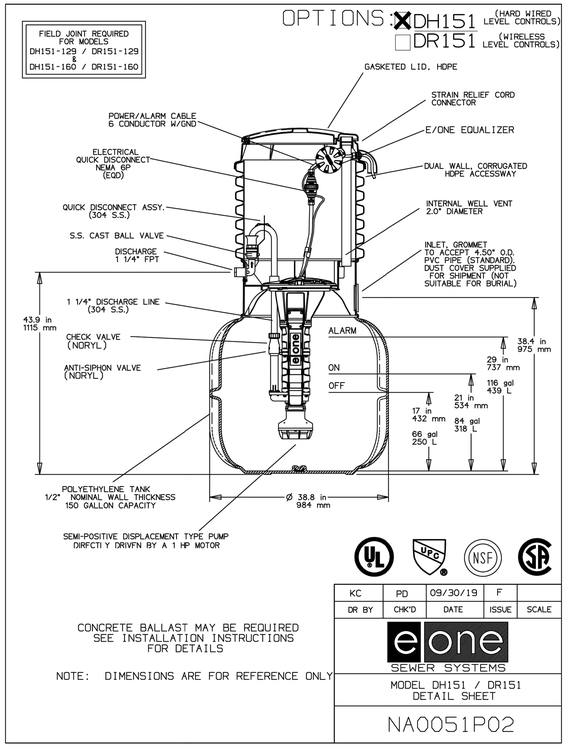
ANY EXPOSED SLOPE THAT WILL REMAIN UNTOUCHED FOR LONGER THAN 14 DAYS MUST BE STABILIZED BY ONE OR MORE OF THE FOLLOWING METHODS:
A) SPRAYING DISTURBED AREAS WITH A TACKIFIER VIA HYDROSEED
B) TRACKING STRAW PERPENDICULAR TO SLOPES
C) INSTALLING A LIGHT-WEIGHT, TEMPORARY EROSION CONTROL BLANKET

Legend

SW LAT	= PROPOSED SECONDARY WATER LATERAL
LD LAT	= PROPOSED LAND DRAIN LATERAL
W LAT	= PROPOSED WATER LATERAL
SS LAT	= PROPOSED SEWER LATERAL
W/8	= PROPOSED CULINARY WATER LINE
EX.W	= EXISTING CULINARY WATER LINE
SW/8	= PROPOSED SECONDARY WATER LINE
EX.SW	= EXISTING SECONDARY WATER LINE
SS/8	= PROPOSED SANITARY SEWER LINE
EX.SS	= EXISTING SANITARY SEWER LINE
SD/15	= PROPOSED STORM DRAIN LINE
EX.SD	= EXISTING STORM DRAIN LINE
LD/8	= PROPOSED LAND DRAIN LINE
EX.LD	= EXISTING LAND DRAIN LINE
IRR/18	= PROPOSED IRRIGATION LINE
EX.IRR	= EXISTING IRRIGATION LINE
X X X	= EXISTING FENCE LINE
	= PROPOSED FENCE LINE
	= DRAINAGE SWALE
OHP	= OVERHEAD POWER LINE
	= PROPOSED FIRE HYDRANT
	= EXISTING FIRE HYDRANT
	= PROPOSED MANHOLE
	= EXISTING MANHOLE
	= PROPOSED SEWER CLEAN-OUT
	= PROPOSED GATE VALVE
	= EXISTING GATE VALVE
	= PLUG & BLOCK
	= AIR VAC ASSEMBLY
	= DUAL SECONDARY METER
	= PROPOSED WATER METER
	= EXISTING WATER METER
	= PROPOSED REDUCER
	= EXISTING REDUCER
	= PROPOSED CATCH BASIN
	= EXISTING CATCH BASIN
	= PLUG W/ 2" BLOW-OFF
	= STREET LIGHT
	= SIGN
	= POWER POLE

BFE	= BASEMENT FLOOR ELEVATION
BLDG	= BUILDING
BOS	= BOTTOM OF STAIRS
BOW	= BOTTOM OF WALL
BP	= BEGINNING POINT
C&G	= CURB & GUTTER
CB	= CATCH BASIN
CF	= CUBIC FEET
CFS	= CUBIC FEET PER SECOND
EP	= ENDING POINT
FF	= FINISH FLOOR
FFE	= FINISH FLOOR ELEVATION
FG	= FINISHED GRADE
FH	= FIRE HYDRANT
FL	= FLOW LINE
GB	= GRADE BREAK
INV	= INVERT
LF	= LINEAR FEET
NG	= NATURAL GRADE
OHP	= OVERHEAD POWER
PC	= POINT OF CURVATURE
PP	= POWER/UTILITY POLE
PRC	= POINT OF RETURN CURVATURE
PT	= POINT OF TANGENCY
PUE	= PUBLIC UTILITY EASEMENT
RCP	= REINFORCED CONCRETE PIPE
RIM	= RIM OF MANHOLE

ROW	= RIGHT-OF-WAY
SD	= STORM DRAIN
SL	= STREET LIGHT
SS	= SANITARY SEWER
TBC	= TOP BACK OF CURB
TOA	= TOP OF ASPHALT
TOC	= TOP OF CONCRETE
TOFF	= TOP OF FINISHED FLOOR
TOS	= TOP OF STAIRS
TOW	= TOP OF WALL
TSW	= TOP OF SIDEWALK
UGP	= UNDERGROUND POWER
W	= CULINARY WATER
WM	= WATER METER
	= EXISTING ASPHALT PAVEMENT
	= PROPOSED ASPHALT PAVEMENT
	= PROPOSED CONCRETE
	= PROPOSED GRAVEL
4800	= EXISTING CONTOUR GRADE
4800	= PROPOSED CONTOUR GRADE



CONCRETE BALLAST MAY BE REQUIRED SEE INSTALLATION INSTRUCTIONS FOR DETAILS

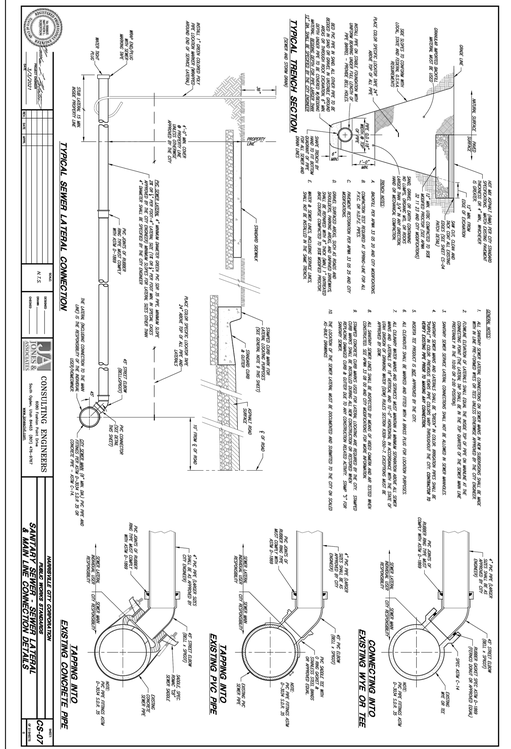
NOTE: DIMENSIONS ARE FOR REFERENCE ONLY

KC	PD	09/30/19	F	
DR BY	CHK'D	DATE	ISSUE	SCALE

eone SEWER SYSTEMS

MODEL DH151 / DR151 DETAIL SHEET

NA0051P02



Reeve & Associates, Inc.
5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 www.reeve.co
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS	
DESCRIPTION	DATE

REGISTERED PROFESSIONAL ENGINEER
6338480
JEREMY A. DRAPER
06/13/2023
STATE OF UTAH

Project Info.
Engineer: JEREMY A. DRAPER, P.E.
Drafter: Z. DECARIA
Begin Date: MAY 2023
Name: FUREVER FRIENDS ANIMAL OASIS
Number: 8154-01

FUREVER FRIENDS
1755 N 750 W
HARRISVILLE, WEBER COUNTY, UTAH

Notes/Legend/ Street Cross-Section

2
2 Total Sheets

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

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

Site Plan Requirements

Site Plan Application

Date / Time
09/30/2024
Developer's Full Name
ELEANOR JENSON
Email Address
epjenson@gmail.com
City
North Ogden
Zip Code
84414
Parcel #

Developer's Engineer
Case, Lowe, and Hart
Engineer's Phone
801-399-5821
Please upload a digital copy of your engineered site plan.
See attached: 8154-01 FUREVER FRIENDS (2).pdf

Type of Site Plan
Amendment to Existing Site Plan
Phone Number
4357609126
Mailing Address
1996 N 700 E Ogden Utah 84414
State
UT
Title of Project
Furever Friends improvement project
Approximate Address of Site
1761 N 750 W Harrisville
Contact Person
Steve Peterson
Engineer's Email Address
stevep@clhae.com
Signature

