

Pleasant View City Council

Meeting Agenda

Tuesday, July 22, 2025

6:00 p.m.

6:00 P.M. **1. Introduction.**

- a. Pledge of Allegiance and Opening Prayer, Reading or Expression of Thought:
(*Councilmember Dave Marriott*)
- b. Declaration of Conflicts of Interest
- c. Public Comments/Questions for the Mayor & Council (limited to 3 minutes)

6:05 P.M. **2. Development Agreement.** Discussion and possible action to consider adopting a Development Agreement with Val Poll for the Christofferson Ranch Subdivision, located at approximately 540 W 4300 N. (*Presenter: Andrea Steiniger*)

3. Closed Meeting. Consideration for a closed meeting pursuant to one or more of the provisions of the Utah Open and Public Meetings Law, Utah Code § 52-4-205(1).

4. Adjournment.

Public Notice is hereby given that the City Council of Pleasant View, Utah will hold a Public Meeting in the city office at 520 West Elberta Dr. in Pleasant View, Utah on Tuesday, July 22, 2025, commencing at 6:00 PM.

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Pleasant View City Office at 801-782-8529, at least 24 hours prior to the meeting.

The City Council at its discretion may change the order and times of the agenda items.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the Pleasant View City Corporation, a municipal corporation of the State of Utah (the "City"), and Papa's Place LLC and The Matthew and Christa Montano Family Trust Dated January 18, 2024, a developer (the "Developer").

RECITALS

WHEREAS, Developer is the owner of certain real property located within the corporate limits of the City, more particularly described in **Exhibit A** attached hereto (the "Property"); and

WHEREAS, Developer desires to develop certain real property located in the City, consisting of approximately 26.33 acres into a cluster subdivision ("Christofferson Ranch Subdivision"); and

WHEREAS, Pleasant View City Code §18.35 (**Attachment 1**) provides for Special Approval Residential Zones including the option to cluster development with an effective development agreement in place, with an intention to create more attractive and desirable environments within residential areas of the city. These zones are intended to allow for diversification in the relationship of various uses and structures to their sites and to encourage new and imaginative concepts in the design of neighborhood and housing projects in the city; and

WHEREAS, the parties desire to set forth the terms and conditions under which the Property will be developed, including infrastructure improvements, road dedications, open space preservation, and utility placements; and

WHEREAS, Developer agrees to comply with the provisions of the Annotated Utah Code, City ordinances, and other applicable laws and regulations governing development within the City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree to the following:

1. Developer's Responsibilities. Developer shall be responsible for the following:

1.1. Subdivision Layout

- a. All requirements contained in §17.18 (**Attachment 2**) Subdivision Development Standards shall be adhered except as otherwise provided in §18.35 and this Agreement.
- b. Roadways as detailed in Section 1.2; all rights-of-way shall be dedicated to the City as public roadways
- c. Detention as detailed in section 1.3; detention parcel may be included in the below described calculations but shall be dedicated to the City upon subdivision plat recordation.

- d. Maximum number of lots shall be calculated as: the overall Property area of 26.33 acres divided by 2 acres. Maximum number of lots would be 13.
 - e. All area not included in road rights-of-way, detention pond parcel, or lots shall be open space as per §18.35.040¹.
 - f. Lots shall meet requirements as per §18.35.040.
 - g. The Developer shall obtain an access/trail easement from the owner of Lot 13 Mt. Majestic Subdivision. The Developer shall construct, and dedicate to the city, a bark trail connecting Wadman Park to 4400 North (over top the existing utility easement of Lot 13 Mt. Majestic Subdivision).
 - h. Sensitive Lands Protection: The subdivision layout shall take into account the surrounding environment, particularly sensitive lands, wetlands, and ecologically sensitive areas. Wetlands located on Parcel A shall be shown on the final plat.
 - i. General subdivision layout is shown in **Exhibit B**.
- 1.2. Roadways
- a. 4300 North Road – Developer shall:
 - i. Design and construct any necessary improvements as designated by the City's Development, *Design, and Construction Standards*.
 - ii. Pleasant View City has obtained the necessary 4300 right of way from Developer as required for the expansion of 4300 N.
 - b. 500 West Road – Developer shall:
 - i. Dedicate a 60-foot wide right-of-way extending from 4300 North Road to 4575 North Road.
 - ii. Design and construct a 60-foot wide standard roadway with the exception that a 5' wide cement sidewalk will only be required on the east side and extend from 4300 N to 4575 N.
 - c. 4400 North Road – Developer shall:
 - i. Dedicate a 60-foot wide right-of-way extending from its current terminus westwards to 500 West. It is not required to dedicate a right of way for 4400 North going west of 500 W to the western boundary of the subdivision.
 - ii. Design and construct 60-foot-wide road to match existing road on 4400 North from its current terminus to 500 West.
 - d. 4575 N Road Adjacent to Property listed as Weber County Parcel 16-012-0016.
Developer is not required to improve any of the City's existing road along 4575 N.

¹ All references to Pleasant View City Code shall be as contained in Attachment 1.

1.3. Utility Infrastructure

- a. Developer shall provide all required improvements per the Pleasant View City Code and the Development, Design, and Construction Standards, current versions as of the date of this Agreement, unless otherwise provided for in this Agreement.
- b. Developer shall provide licensed contractor's bid for the 500 West water line improvements and shall negotiate in good faith with the City for the reimbursement of improvements as detailed in paragraph 2.2.a.
- c. Developer may work with the property owner of Lot 13 of Mt. Majestic Subdivision (415 W 4400 N) for the relocation of the existing detention pond and negotiate any required agreements. If this option is taken:
 - i. The Mt. Majestic Subdivision detention pond design volume of 16, 290 cf shall be added to the proposed subdivision's detention pond calculated volume. (Original calculations are on file with the City Engineer's office.)
 - ii. Developer shall design and construct any necessary infrastructure improvements associated with the relocation of the detention pond.
 - iii. Developer shall prepare and present to City a Release of Easement document for the vacation of the detention pond easement on Lot 13 of Mt. Majestic Subdivision.
- d. Drainage Considerations: The drainage system shall be designed to efficiently channel stormwater runoff into an approved drainage system, preventing erosion and ensuring roadway longevity. Where applicable, inlets and stormwater detention and retention features shall be incorporated, with the following measures also incorporated:
 - i. Stormwater Management and Recharge: The drainage system shall include features such as bioswales, vegetated strips, or strategically placed infiltration basins to promote on-site water infiltration and reduce direct runoff into storm drains.
 - ii. Low-impact development (LID) techniques, such as vegetated buffers and natural drainage channels, shall be incorporated to protect native habitats.
 - iii. Erosion Control and Sediment Management: Best management practices (BMPs) shall be implemented to prevent erosion and sedimentation, particularly in areas with steep slopes or near water bodies. Temporary and permanent erosion control measures, such as silt fences, check dams, and hydroseeding, shall be utilized during and after construction.
 - iv. Water Quality Considerations: The drainage system shall be designed to reduce pollutants entering local waterways. This may include the integration of vegetative filtration strips, stormwater treatment systems, or oil/grit separators where runoff from road surfaces is significant.

1.4. Special Subdivision Requirements

a. Subdivision Dedication

- i. Developer shall preserve Parcel A as a perpetual open space in accordance with §18.35.040.G Perpetual preservation will be accomplished by recording the Dedication Agreement with Weber County as outlined in **Exhibit C** on the final plat.
 - ii. The Developer shall be responsible for maintaining Parcel A as nature scape for wildlife preservation, and recreational purposes. Specific maintenance obligations include but are not limited to fertilization, mowing, and fence maintenance.
- b. Wet lands, as shown in *Aquatic Resources Delineation Christofferson Farm Pleasant View, Utah, May 2022*, prepared by Wetland Resources (Logan, Utah), on file with the City, shall be shown on the subdivision plat.

c. Landscaping requirements:

- i. Developer shall secure from Pineview Water Systems secondary water for a minimum of ½ acre of landscaped yard per lot.
- ii. Open space shall not be irrigated with culinary or Pine View secondary water. Developer may irrigate open space with surface water rights owned by Developer.
- iii. Each lot owner shall submit a landscaping plan from a licensed landscape architect to the Developer. Any additional water required above the ½ acre minimum will be provided by the individual lot owner. Pine View Water will provide a Will Serve letter as part of the subdivision process.

2. **City Responsibilities.** The City shall be responsible for the following:

2.1. Water Infrastructure.

- a. If replacement of the water line is determined to be warranted during the review of the subdivision improvement plans, then the City shall reimburse Developer for the relocation of the existing water infrastructure following the 500 West road alignment. Relocation includes the installation of new 10-inch PVC water line and abandonment in place of existing water line; construction of new pressure reducing valve station and abandonment in place of existing station; all disconnections of existing water line at 4575 North and 4300 North, and connections of new 10-inch water line at 4575 North and 4300 North.
- b. City shall vacate all rights to the existing water line easement, whether written or prescriptive, upon recordation of the subdivision plat.

2.2. Storm Water

- a. City shall accept proposed subdivision's storm water detention pond parcel upon the recordation of the subdivision plat. The size of the parcel will be determined by the calculation of storm water detention required for the added hardscape within the development per the City's Development, Design, and Construction Standards.

- b. Upon Final Acceptance of the subdivision improvements as detailed in City Code §17.16.060, City shall operate and maintain said detention pond.
- c. If Mt. Majestic Subdivision detention pond substitution is completed, City shall sign a Release of Easement document for the vacation of the detention pond easement on Lot 13 of Mt. Majestic Subdivision. If relocation of the existing detention pond is approved, 16,290 cf of capacity will be added to the calculation of the calculated storm water detention of the development and the size of the detention pond parcel will be increased accordingly.

3. General Provisions.

- 3.1. The Parties shall cooperate in good faith to implement the terms of this Agreement.
- 3.2. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.
- 3.3. Any disputes arising under this Agreement shall be resolved through mediation or arbitration before resorting to litigation.

4. Term and Binding Effect.

- 4.1. This Agreement shall be binding upon the Developer, its successors, assigns, and all subsequent owners of the Property.
- 4.2. This Agreement shall be recorded with the County Recorder's Office to provide notice of its terms to all future owners.
- 4.3. This Agreement shall have an expiration date of 3 years from the date of execution. Extension of the agreement term can be granted for additional 1 year terms as long as significant progress is being made as determined by the City Council.
- 4.4. This Agreement is transferable from the Developer to its successors, assigns, and all subsequent owners of the Property.

- 5. **Severability.** If any portion of this Agreement is held to be unenforceable, any enforceable portion thereof and the remaining provisions shall continue in full force and effect. No rule of strict construction shall be applied against any Party. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision.
- 6. **Governing Law.** This Agreement shall be governed by and construed in accordance with all Federal and State laws, and City ordinances, codes, procedures, regulations, and rules.
- 7. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties hereto relative to the subject matter hereof and shall not be modified or amended except by a written instrument executed by all the Parties.
- 8. **Contact Information.** Any notices, requests, or demands required or desired to be given hereunder shall be made to the Parties as follows:

9.

For Developer: Papa's Place LLC
 C/O Val Poll

3823 Evergreen Drive
Pleasant View, UT 84414

Matthew and Christa Montano Family Trust
3196 N. 1250 W.
Pleasant View, UT 84414

For City: Andrea Steiniger
City Administrator
Pleasant View City
520 W. Elberta Dr.
Pleasant View, UT 84414

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

10. Exhibits to this Agreement. Exhibits to this Agreement are enumerated as follows:

- 10.1. Exhibit A – Property Description
- 10.2. Exhibit B – General Subdivision Layout
- 10.3. Exhibit D – Dedication Agreement

11. Attachments to this Agreement

- 11.1. Attachment 1 – Pleasant View City Code §18.35 Special Approval Residential Zones
- 11.2. Attachment 2 – Pleasant View City Code §17.18 Subdivision Development Standards
- 11.3. Attachment 3 – Pleasant View City Code §17.20 Required Improvements and Guarantees

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Pleasant View City Corporation, Utah

By: Leonard Call, Mayor

Date: _____

Attest:

City Recorder

NOTARY ACKNOWLEDGMENT

STATE OF UTAH)

: ss.

COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which he/she acted executed the instrument.

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

Notary Public Signature: _____

Printed Name: _____

Commission No.: _____

My Commission Expires: _____

DEVELOPER

By: Val Poll

Date: _____

NOTARY ACKNOWLEDGMENT

STATE OF UTAH)

: ss.

COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which he/she acted executed the instrument.

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

Notary Public Signature: _____

Printed Name: _____

Commission No.: _____

My Commission Expires: _____

Exhibit A – Property Description

Parcels contained withing Christofferson Ranch Subdivision:

Parcel #160120016

Legal Description:

COMMENCING AT A 3.0" BRASS CAP MONUMENT SET IN 1982 AT THE WEST QUARTER OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE SECTION LINE SOUTH 00°11'12" WEST 790.67 FEET (RECORD = SOUTH 780.00 MORE OR LESS) TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 4575 NORTH STREET AND THE POINT OF BEGINNING.

THENCE ALONG SAID SECTION LINE SOUTH 00°11'12" WEST 15.15 FEET TO A REBAR & CAP SET PER THAT BOUNDARY LINE AGREEMENT KNOWN AS ENTRY NO. 3222830 AND ENTRY NO. 3228711 ON FILE AT THE WEBER COUNTY, UTAH RECORDER'S OFFICE; THENCE DEPARTING SAID SECTION LINE AND

ALONG SAID AGREED TO LINE SOUTH 27°59'13" WEST 387.92'; THENCE DEPARTING SAID LINE SOUTH 89°55'35" WEST 308.28 FEET TO THE EAST PROPERTY LINE PER RECORD OF SURVEY NUMBER 519, DATED 12/18/1990, ON FILE IN THE WEBER COUNTY, UTAH SURVEYOR'S OFFICE; THENCE ALONG SAID EAST LINE NORTH 18°56'43" EAST 377.91 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 4575 NORTH STREET; THENCE DEPARTING SAID EAST LINE AND ALONG SAID RIGHT-OF-WAY LINE NORTH 89°53'50" EAST 367.97 FEET TO THE POINT OF BEGINNING.

CONTAINS 122,141 SQUARE FEET OR 2.80 ACRES

Parcel #160120015

Legal Description:

COMMENCING AT A 3.5" BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING NORTH 89°50'22" WEST 2683.52 FEET ALONG THE SECTION LINE AND BASIS OF BEARING FROM A 3.0" BRASS CAP MONUMENT SET IN 1975 AT THE SOUTH QUARTER OF SAID SECTION 17; THENCE NORTH 89°44'25" WEST 710.83 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 1 WEST; THENCE DEPARTING SAID SECTION LINE NORTH 19°01'04" EAST 1153.00 FEET THROUGH A STEEL POST AND ALONG AN OLD FENCE LINE TO THE POINT OF BEGINNING.

THENCE DEPARTING SAID FENCE LINE AND ALONG THE NORTH LINE OF THE JONES PROPERTY THE FOLLOWING THREE COURSES; 1) SOUTH 87°30'23" WEST 198.53 FEET; 2) NORTH 19°10'35" EAST 7.15 FEET; 3) SOUTH 89°55'35" WEST 94.24 FEET TO THE OLD FENCE LINE, ALSO BEING ON THE EAST PROPERTY LINE PER

RECORD OF SURVEY NUMBER 519, DATED 12/18/1990, ON FILE IN THE WEBER COUNTY, UTAH SURVEYOR'S OFFICE; THENCE ALONG SAID EAST LINE NORTH 18°56'43" EAST 434.38 FEET; THENCE DEPARTING SAID EAST LINE NORTH 89°55'35" EAST 308.28 FEET TO THE LINE ESTABLISHED PER THAT BOUNDARY LINE AGREEMENT KNOWN AS ENTRY NO. 3222830 AND ENTRY NO. 3228711 ON FILE AT THE WEBER COUNTY, UTAH RECORDER'S OFFICE; THENCE ALONG SAID LINE SOUTH 27°59'13" WEST 109.29 FEET TO A REBAR & CAP SET PER SAID BOUNDARY LINE AGREEMENT; THENCE TO AND ALONG AN OLD WIRE FENCE LINE SOUTH 19°01'04" WEST 330.79 FEET TO THE POINT OF BEGINNING.

CONTAINS 120,447 SQUARE FEET OR 2.77 ACRES

Parcel #160120017

Legal Description:

COMMENCING AT A 3.5" BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING NORTH 89°50'22" WEST 2683.52 FEET ALONG THE SECTION LINE AND BASIS OF BEARING FROM A 3.0" BRASS CAP MONUMENT SET IN 1975 AT THE SOUTH QUARTER OF SAID SECTION 17; THENCE NORTH 89°44'25" WEST 710.83 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 1 WEST; THENCE DEPARTING SAID SECTION LINE NORTH 19°01'04" EAST 46.91 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 19°01'04" EAST 1436.89 FEET TO A REBAR AND CAP SET PER THAT BOUNDARY LINE AGREEMENT KNOWN AS ENTRY NUMBERS 3222830 AND 3228711 ON FILE AT THE WEBER COUNTY, UTAH RECORDER'S OFFICE; THENCE ALONG THE LINE ESTABLISHED PER SAID BOUNDARY LINE AGREEMENT NORTH 27°59'13" EAST 497.21 (RECORD = NORTH 27°59'13" EAST 496.97) FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE ALONG SAID SECTION LINE SOUTH 00°11'12" WEST (RECORD = SOUTH) 1110.84 FEET TO AN EXISTING FENCE AS DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED KNOWN AS ENTRY NUMBER 527193 IN BOOK 928 AT PAGE 144 ON FILE AT SAID RECORDER'S OFFICE; THENCE DEPARTING SAID SECTION LINE AND ALONG SAID FENCE SOUTH 28°28'27" WEST 632.61 FEET (RECORD = SOUTH 28°12'23" WEST 638.74 FEET, MORE OR LESS); THENCE DEPARTING SAID FENCE NORTH 89°43'56" WEST (RECORD = WEST) 81.50 FEET; THENCE SOUTH 28°01'04" WEST (RECORD = SOUTH 27°45'00" WEST) 132.01 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 4300 NORTH STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 89°44'25" WEST 40.39 FEET; THENCE SOUTH 00°56'48" WEST 18.21 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE AS DESCRIBED PER THAT CERTAIN WARRANTY DEED KNOWN AS ENTRY NUMBER 3361429 RECORDED MARCH 17, 2025, ON FILE AT THE WEBER COUNTY, UTAH RECORDER'S OFFICE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 89°37'04" WEST 65.53 FEET (RECORD = SOUTH 89°36'54" EAST 65.67) TO THE BEGINNING OF A 4960.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 146.63' FEET (RECORD = 146.67') THROUGH A CENTRAL ANGLE

OF 01°41'38" (RECORD = 01°41'39"), CHORD BEARING NORTH 88°46'15" WEST 146.63 FEET (RECORD = SOUTH 88°46'04" EAST 146.66 FEET) TO THE POINT OF BEGINNING CONTAINS 543,219 SQUARE FEET OR 12.47 ACRES.

Parcel #160090020

Legal Description:

COMMENCING AT A 3.5" BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING NORTH 89°50'22" WEST 2683.52 FEET ALONG THE SECTION LINE AND BASIS OF BEARING FROM A 3.0" BRASS CAP MONUMENT SET IN 1975 AT THE SOUTH QUARTER OF SAID SECTION 17; THENCE NORTH 00°11'12" EAST 734.25 FEET (RECORD = NORTH 738.08 FEET) ALONG THE SECTION LINE TO AN EXISTING FENCE LINE AS DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED KNOWN AS ENTRY NUMBER 527193 IN BOOK 928 AT PAGE 144 ON FILE AT THE WEBER COUNTY, UTAH RECORDER'S OFFICE AND THE **POINT OF BEGINNING**.

THENCE ALONG SAID SECTION LINE NORTH 00°11'12" EAST 1125.99 FEET TO A POINT ON A FENCE LINE BEING SOUTH 00°11'12" EAST 790.66 FEET FROM A 3.0 INCH BRASS CAP MONUMENT SET IN 1982 AT THE WEST QUARTER OF SAID SECTION 17; THENCE DEPARTING SAID SECTION LINE ALONG SAID FENCE NORTH 89°53'50" EAST 603.82 FEET TO AN EXISTING FENCE LINE AS DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED KNOWN AS ENTRY NUMBER 527193 IN BOOK 928 AT PAGE 144 ON FILE AT THE WEBER COUNTY, UTAH RECORDER'S OFFICE; THENCE ALONG SAID FENCE LINE, COINCIDENT WITH THE AMENDED MT. MAJESTIC SUBDIVISION WHERE IT ADJOINS, THE FOLLOWING EIGHT (1) COURSES; (1) SOUTH 22°35'04" WEST (RECORD = SOUTH 22°19'00" WEST) 86.11 FEET; (2) SOUTH 24°45'04" WEST (RECORD = SOUTH 24°49'00" WEST) 125.92 FEET; (3) SOUTH 24°51'04" WEST (RECORD = SOUTH 24°35'00" WEST) 44.51 FEET; (4) SOUTH 18°57'04" WEST (RECORD = SOUTH 18°41'00" WEST) 125.49 FEET; (5) SOUTH 46°06'43" WEST (RECORD = SOUTH 45°50'39" WEST) 69.38 FEET; (6) SOUTH 33°34'48" WEST (RECORD = SOUTH 33°18'44" WEST) 102.06 FEET; (7) SOUTH 29°39'11" WEST (RECORD = SOUTH 29°23'07" EAST) 347.00 FEET; (8) SOUTH 28°28'27" WEST (RECORD = SOUTH 28°12'23" WEST) 386.17 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH THE RIGHT OF WAY AND EASEMENT WITH OTHERS GRANTED HEREIN IS 60 FEET WIDE, WHICH IS DESCRIBED AS FOLLOWS:

PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN:

BEGINNING AT A POINT 716 FEET SOUTH OF THE NORTHWEST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE SOUTH 60 FEET; THENCE EAST 604.61 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF THE ROBERT E. KRAGIE

PROPERTY; THENCE NORTH 22°19' EAST 63 FEET, MORE OR LESS, THENCE WEST 627.39 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINS 351,567 SQUARE FEET OR 8.07 ACRES.

Parcel #160120027

Legal Description:

COMMENCING AT A 3.5" BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING NORTH 89°50'22" WEST 2683.52 FEET ALONG THE SECTION LINE AND BASIS OF BEARING FROM A 3.0" BRASS CAP MONUMENT SET IN 1975 AT THE SOUTH QUARTER OF SAID SECTION 17; THENCE ALONG THE SECTION LINE NORTH 89°44'25" WEST 394.88 FEET (RECORD = SOUTH 89°50'47" WEST 396.44 FEET); THENCE DEPARTING THE SECTION LINE NORTH 28°28'27" EAST 68.09 FEET (RECORD = NORTH 28°12'23" EAST) TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 4300 NORTH STREET AND THE POINT OF BEGINNING.

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE NORTH 89°44'25" WEST 80.31 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 28°01'04" EAST 132.01 FEET; THENCE SOUTH 89°43'56" EAST 81.50 FEET TO AN EXISTING WIRE FENCE; THENCE ALONG SAID WIRE FENCE LINE SOUTH 28°28'27" WEST 132.55 FEET TO THE POINT OF BEGINNING.

CONTAINS 9,451 SQUARE FEET OR 0.22 ACRE.

Exhibit B – General Subdivision Layout

Concept Plan for Christofferson Ranch Subdivision

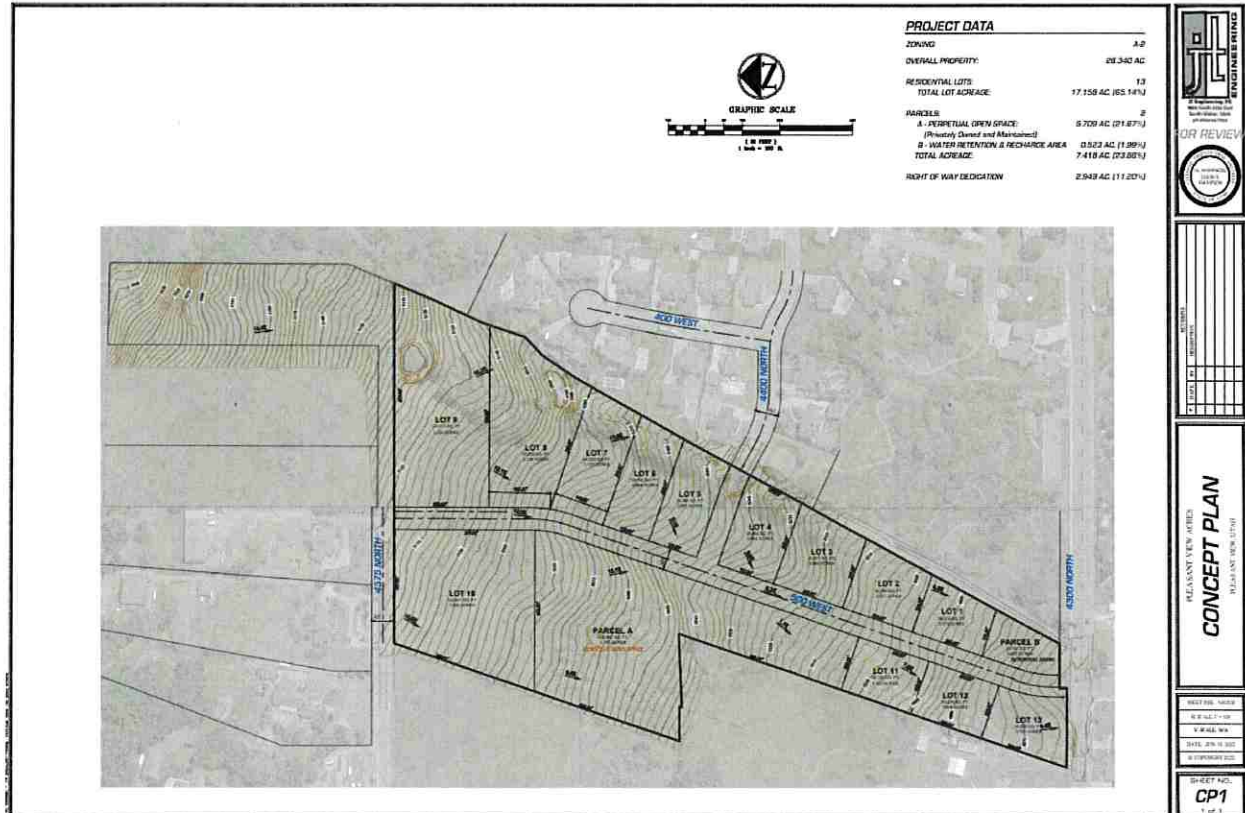


Exhibit C – Dedication Agreement

Weber County Sec. 106-7-1 Subdivision Dedication

We the undersigned owners of the herein described tract of land, do hereby set apart and subdivide the same into lots, streets and parcels as shown hereon and name said tract Christofferson Ranch Subdivision.

We hereby dedicate, grant and convey to the governing body all those parts or portions of said tract of land designated as:

For public streets, the same to be used as public thoroughfares:

For public trails, the same to be used by the public for nonmotorized transportation and recreation;

We further dedicate, grant and convey to Weber County, Utah, a perpetual right and easement over, upon, and under lands designated herein as:

For public utility easements: the same to be used for the installation, maintenance, and operation of public utility service lines, storm drainage facilities, irrigation canals, or any other utility or street-related facility as authorized by the County.

Further, we reserve for the visual benefit of the subdivision (Labeled on the final plat as **Parcel A – Perpetual Open Space**) an open space to remain open and undeveloped except for approved recreational and wildlife preservation purposes. Perpetual open space maintenance will be provided by the Developer. Maintenance of Open Space will seek to preserve the historic nature scape and will include but is not limited to fertilization, mowing, and fence maintenance.. **At no time, and under no circumstance shall the overall size of Parcel A be reduced or developed into anything outside of the above purposes.**

Attachment 1 – Pleasant View City Code §18.35 Special Approval Residential Zones

CHAPTER 18.35 – SPECIAL APPROVAL RESIDENTIAL ZONES

18.35.010 Purpose and Intent. The purpose of this zone is to encourage imaginative and efficient utilization of land by providing greater flexibility in the location of buildings on the land, the consolidation of open spaces, and the clustering of dwelling units. These provisions are intended to create more attractive and more desirable environments within residential areas of the city. These zones are intended to allow for diversification in the relationship of various uses and structures to their sites and to encourage new and imaginative concepts in the design of neighborhood and housing projects in the city. (Ord.2007-9, 6/26/07)

18.35.020 Applicability.

A. Both forms of development under this chapter, Cluster Developments and Planned Residential Unit Developments, require a zone change together with a concept plan approval.

Development agreements are required in all cases.

B. Such developments shall be done only in conformance with this chapter, shall require subdivision approval following the requirements of the city subdivision regulations, and shall be developed only in conformance with an approved development plan.

C. During the initial zone change/concept phase, a decision as to the appropriateness of the proposed development at the location, and the acceptability of the design plan, shall be made. Such appropriateness and acceptability shall be judged on compatibility with the general plan, design features, compatibility with surrounding land uses, and the prominence and suitability of natural or open space features.

D. All conditions identified as part of this process shall become a written part of the record and shall be recorded on the plat or by separated development agreement.

E. Both forms of development may be allowed, subject to specific approvals, in all areas of the city, provided they are proposed for property with a minimum size of 10 acres.

F. An application for a development under the zone change/concept plan process, does not guarantee the property owner the right to exercise the provisions of this chapter. Such zoning shall be approved by the planning commission and the city council only if, in their judgment, the proposed development fully meets the intent, purposes and requirements of the General Plan and Zoning Ordinance. (Ord.2007-9, 6/26/07)

18.35.030 General Standards of Approval.

A. Through the zone change process, land may be classified as suitable for a Special Approval Development pursuant to the following considerations as determined appropriate by the Planning Commission and City Council:

1. The classification is not in conflict with any applicable element of the Pleasant View City General Plan.
2. The land has features which are compatible with clustering or other nonstandard development.
3. The land has features which are compatible with the coordination and design of open spaces such as natural and scenic environmental features including wetlands, drainage courses,

ridge line, slopes, trees, rock outcroppings, natural trails, and other special features.

4. Such land will be better preserved and enhanced by integrated planning and design as a whole, pursuant to the provisions of this Chapter, rather than under conventional zoning regulation.

(Ord.2007-9, 6/26/07)

18.35.040 Cluster Developments.

A. Cluster developments are intended to allow for the preservation of open spaces by permitting flexibility in neighborhood and subdivision lot design.

B. The provision of open space may be developed as recreation facilities or left in its natural state for the preservation of natural features or wildlife areas or a combination thereof.

C. It is not intended that this type of development be universally applied, but only where circumstances of natural features and land use make it appropriate and of special benefit to the residents of the development and/or the general public.

D. Lot Regulations. The base requirement shall be the same as an RE-20 zone.

1. Area. The minimum lot area for dwellings may be reduced below the base area, subject to specific approval of a development plan, but in no case less than as required in an RE15 zone.

2. Width. The minimum lot width may be reduced below the base width, subject to specific approval of a development plan, but in no case to less than 85 feet.

E. Slope Exclusion. Lands with an average slope of thirty-five percent or greater shall not be classified as developable and shall not be considered when determining reductions in lot area or width. Such lands may be dedicated as open space but may only be considered in the open space substitution requirements, as required in F, on a 50% basis.

F. Open Space Substitution. There shall be permanently reserved within the development for recreation and/or open space, parcels of land whose total area is not less than the amount by which the areas of the residential lots are reduced below the base requirements, provided however, that no individual parcel of land shall be less than one acre and the total open area shall be no less than three acres.

G. Open Space Preservation.

1. Recreation and/or open space areas to be permanently reserved shall be improved, landscaped, and maintained in accordance with a plan approved by the planning commission and city council. If the recreation/open spaces are to remain in their natural state, this too shall be approved by the planning commission and city council.

2. To insure that the recreation and/or open space parcels are permanently reserved and maintained, the city will require, as deemed appropriate by the city:

a. Open space easements for such parcels be deeded to Pleasant View City with the recording of the final plat of the cluster subdivision; or

b. Appropriate covenants and agreements which restrict the land perpetually as open space for common use and for permanent maintenance of such areas by the developer or homeowners' association to be recorded along with the final plat of the cluster subdivision.

i. If the developer forms a homeowner's association for the permanent maintenance and other responsibilities regarding the common open space, such documents shall be approved by the city and recorded in the office of the Weber County Recorder at the same time as the final plat; or

3. Dedicating to the city such open space areas. (Ord.2007-9, 6/26/07)

Attachment 2 – Pleasant View City Code §17.18 Subdivision Development Standards

17.18 - SUBDIVISION DEVELOPMENT STANDARDS

17.18.010 Relation to Adjoining Street Systems:

1. Arrangement of Streets: The arrangement of streets in new subdivisions shall make provisions for the continuation of the existing streets in adjoining areas (or their proper protection where adjoining land is not subdivided) as required for public utilities and improvements. The street arrangement shall not cause unnecessary hardships to owners of adjoining property when such property is subdivided and access is required.

2. Master planned streets: All street designated on the City's Master Street Plan shall be incorporated in the development design.

3. Angle of Minor Streets: Minor streets shall approach the major or collector streets at an angle of not less than eighty (80) degrees. (Ord.2008-5, dated 4/8/08)

17.18.020 Street and Alley Widths, Cul-de-sacs, and Easements:

1. Street Dedication: All streets in subdivisions in the City shall be dedicated to the City, except that private streets may be approved under special circumstances as determined by the City Council. Except for width, walks and curbing designs specifically approved otherwise by the city as part of a special approval development, construction of all streets shall comply with City Standards and be approved by the City Engineer.

2. Major and Collector Streets: Major and collector streets shall conform to the width designated on the major street plan wherever a subdivision falls in an area for which a major street plan has been adopted. For territory where such street plan has not been completed at the time the preliminary plat is submitted to the Planning Commission, major or collector streets shall be provided as required by the Planning Commission, with minimum widths of eighty (80) or one hundred feet ten (110) feet for major streets and sixty-six feet (66) feet for collector streets.

3. Minor Streets: Minor streets shall have a minimum width of sixty feet (60) feet.

4. Minor Terminal Streets (Cul-De-Sacs):

- a. Minor terminal streets (cul-de-sacs) shall be not longer than six hundred and fifty (650) feet measured from the center of the intersecting street to the center of the turnaround. Each cul-de-sac must be terminated by a turnaround of not less than one hundred feet (100) feet in diameter. If surface water drainage is into the turnaround, due to the grade of the street, necessary catch basins and drainage easements shall be provided.
- b. Minor terminal streets (cul-de-sacs) shall not be allowed to be back to back or adjacent to each other (without an intervening street). In such circumstances, looping of streets or eliminating one of the cul-de-sacs is required.
- c. Where a street is designed to remain only temporarily as a dead end street, an adequate temporary turning area shall be provided at the dead end thereof to remain and be available for public use so long as the dead end condition exists. Such streets may only be allowed where reasonable opportunity for potential development exists, as determined by the city. Except in special circumstances, as determined by the

city, no subdivision may be approved containing more than one such dead end street (looping of streets would be required).

- d. Subdivisions with a single permanent access may contain no more than twenty (20) lots.

5. Except as specifically approve otherwise by the Land Use Authority, all subdivision of five or more lots must have a minimum of two permanent access points, subdivisions of more than fifty (50) lots including all phases must have three or more access points as determined appropriate by the city.

6. Marginal Access Streets: Marginal access streets of not less than forty feet (40) feet in width may parallel all limited access major streets, as required by the City Engineer and approved by the City Council.

7. Half Streets: Half streets proposed along a subdivision boundary or within any part of a subdivision are prohibited.

8. Standard Street Sections: All proposed streets, whether public or private, shall conform to the street cross section standards as recommended by the city engineer and adopted by the City.

9. Street Grades: Minimum grades for all streets shall not be less than 0.5 percent. Except where due to special circumstances, street grades for any length of road at any point shall not exceed the following percentages:

- a. Major public streets eight percent (8%);
- b. Collector streets twelve percent (12%);
- c. Minor public streets twelve percent (12%);
- d. Private streets twelve percent (12%).

10. Alleys: Alleys may be required in the rear of business lots, but will not be accepted in residential blocks unless part of a PRUD or other Special Approval Development as determined by the City.

11. Trails: Trail accesses and connections to existing and planned trails shall be considered in the subdivision design.

12. Protection strips: Where subdivision street parallel contiguous property of other owners, the city may approve the retention of a protection strip of not less than one foot in width between the street and adjacent property, provided, that an agreement with the city and approved by the city attorney has been made by the applicant, contracting to dedicate the one foot or larger protection strip free of charge to the city for street purposes upon payment by the then owners of the contiguous property to the applicant of a consideration named in the agreement, such consideration to be equal to the fair cost of the street improvements properly chargeable to the contiguous property, plus the value of one-half the land in the street at the time of the agreement, together with interest at a fair rate from time of agreement until time of subdivision of such contiguous property.

13. Pioneering agreement: The city may require and enter into a pioneering agreement for construction of roads off site of the project as the need is determined by the city. (Ord.2022-8, dated 3/8/22 and Ord.2008-5, dated 4/8/08)

17.18.030 Lots: All lots shall comply with standards as found herein.

1. Arrangement and Design: The lot arrangement and design shall be such that lots will provide satisfactory and desirable sites for buildings, and be properly related to topography and to existing and future development.

2. Compliance with Zoning Ordinance: All lots shown on the subdivision plat must comply with requirements of the Zoning Ordinance.

3. Abut on Public or Private Street: Each lot shall abut on a public street or private street dedicated by the subdivision plat or an existing publicly dedicated street.

Interior lots having frontage on two (2) streets shall be prohibited unless specifically determined by the City that such design is the most appropriate use of the property, would not create any additional nuisance or hazardous conditions, and vehicular access to one of the streets (except for commercial or industrial uses), as determined by the City, is prohibited as recorded on the plat.

4. Side Lines: Side lines of lots shall be approximately at right angles, or radial to the street line.

Remnants: All remnants of lots below the minimum size required in the zone, left over after subdividing a larger tract, must be added to adjacent lots, rather than allowed to remain as unusable parcels.

5. Natural Drainage And Other Easements: The City may require easements for drainage from or through adjoining property be provided by the Applicant for any natural or historical drainage area and may allow or require piping and other improvements to protect adjoining property and/or water rights. Easements of not less than ten feet (10') in width for water, sewers, drainage, power lines and other utilities shall be provided in the subdivision where required by the City.

6. All lots shall have a reasonable building area (defined as land with a slope less than 15%) of at least 7500 square feet with a minimum width of 50 feet.

7. Trail accesses and connections to existing and planned trails shall be considered in the subdivision design.

8. Flag lots are not allowed. (Ord.2022-8, dated 3/8/22 and Ord.2008-5, dated 4/8/08)

17.18.040 Blocks:

1. The maximum length of blocks generally shall be thirteen hundred feet and the minimum length of blocks shall be five hundred feet. Blocks over eight hundred feet in length may, at the discretion of the City, be required or approved with a dedicated walkway through the block at approximately the center of the block. Such walkway shall not be less than ten feet in width.

2. The width of blocks shall be sufficient to allow two tiers of lots or as otherwise approved by the City because of design, terrain or other unusual conditions.

3. Blocks intended for business or industrial use shall be designed specifically for such purposes with adequate space set aside for off-street parking and delivery facilities. (Ord.2008-5, dated 4/8/08)

17.18.050 Slope Special Requirements: In order to appropriately evaluate and protect against any potential impacts to adjacent properties and city infrastructure and services, the following special requirements apply to all development in the city.

1. Based on a contour map at intervals no greater than ten feet, a slope calculation is required for the average slope of the site prior to any grading, utilizing the following formula:

$$S = .00229 (I) (L) / A$$

Where S is the average slope

I is the contour interval in feet

L is the summation in length in feet of all contour lines

A is the total number of acres

2. If the calculation results in an average slope exceeding 15%, then additional standards and evaluations shall be placed on the subdivision including:

a. As overall slope increases, density shall decrease. Slopes between 15

and 20% shall have no more than 1 unit per acre. Slopes greater than 20% and up to 25% shall have no more than 1 unit for every 2 acres. Slopes greater than 25% and up to 30% shall have no more than one unit for every 5 acres. No development is allowed on slopes greater than 30%.

b. As slope increases, allowable impermeable surfaces shall decrease. For lots with slopes of 15-20%, no more than 25% of the lot shall be impermeable surfaces. For lots with slopes greater than 20% and up to 25%, no more than 15% of the lot shall be impermeable surfaces. For lots with slopes of greater than 25% and up to 30%, no more than 7.5% of the lot shall be impermeable surfaces.

c. All lots shall have a reasonable building area (defined as land with a slope less than 15%) of at least 7500 square feet and a minimum width of 50 feet.

d. Additional fire safety/emergency vehicle related reviews may be required including but not limited to, access, fire hydrants, driveway (grades, lengths, and widths), road surfacing, turnarounds, building distances from the street, and so on.

e. Spark arresters shall be installed on all indoor and outdoor fireplaces.

f. A grading and drainage plan shall be submitted with the subdivision

improvement drawings. The plan shall clearly identify how the developer intends on grading each lot to insure that storm water runoff is directed to the fronting or intersection roadways in such a manner that it will not have an adverse effect on adjacent or neighboring properties. Building pad elevations; cuts and fills, drainage swales, slopes, and proposed drainage easements shall be minimum design elements and shall assure reasonable access and safety.

g. Existing vegetation shall be preserved to the greatest extent possible. A map of areas to be disturbed shall be submitted. Disturbed areas shall be revegetated within two months, in accordance with an approved re-vegetation plan.

Rock outcropping shall be avoided.

h. Trail accesses and connections to existing and planned trails shall be considered in the subdivision design.

3. For any portions of one-half acre or greater of the subdivision that have slopes over 15%, the appropriate design and safety provisions above (2b thru f) shall apply to the development of sub-areas within the subdivision where such slopes are found. (Ord.2008-5, dated 4/8/08)

17.18.060 Adequate Public Facilities Ordinance: Every subdivision, new development, conditional use permit, and site plan resulting in additional impact on existing infrastructure shall also meet and are subject to the terms and conditions of the Adequate Public Facilities requirements of the City described in *Chapter 18.70 Adequate Public Facilities*. (Ord 2017-2, dated 2/15/17; prior code: Ord.2014-6, dated 7/22/14)

Attachment 3 – Pleasant View City Code §17.20 Required Improvements and Guarantees

17.20 - REQUIRED IMPROVEMENTS AND GUARANTEES

17.20.010 Required improvements: The applicant/owner of any land to be part of a subdivision shall, at his own expense, install all required improvements and guarantee the installation of such improvements, as provided herein, according to the City Development Standards and Specifications and as inspected and approved through the office of the City Engineer. All utilities, including power, gas, phones, cable, and as found herein, shall be provided for all lots in the subdivision and shall be underground facilities unless specifically approved otherwise by the city engineer.

1. Water Supply:

a. The applicant(s) shall install culinary water lines, or shall contract with the local culinary water distributing agency to make the water supply available to each lot within the subdivision, including laterals to a point at least fifteen feet beyond the property line of each lot with a permanent mark approved by the city placed on the curb. Information concerning the residual water pressure in the existing mains at the approximate point of connection shall be provided to the city engineer. The applicant(s) shall have an engineer determine the adequacy of the existing water system to provide culinary water and fire protection as required by the State Office of Environmental Quality and Division of Drinking Water, and shall submit the information to the City Engineer for review and approval.

b. The applicant(s) shall install secondary water lines, and shall contract with the local secondary water distributing agency to make the water supply available to each lot within the subdivision, including laterals to the property of each lot as required by the water distributing agency or fifteen feet beyond the property line with a permanent mark approved by the city placed on the curb.

2. Sewage Disposal: All sanitary sewer systems are required to connect to the public sanitary sewer system and provide adequate lateral lines to a point at least fifteen feet beyond the property line of each lot with a permanent mark approved by the city placed on the curb. Such sewer connections and subdivision sewer systems shall comply with the City Development Standards and Specifications and shall be approved by the City Engineer.

3. Storm Water: The applicant(s) is/are required to dispose of storm water and surface drainage into an approved City storm drain system. If easements are required across adjoining property to permit drainage of the subdivision, it shall be the responsibility of the applicant(s) to acquire such easements. Initial detention of storm water may be required for all subdivisions, as determined by the City Engineer. All construction shall comply with the City storm water management plan.

4. Street Grading and Surfacing: As required by the City Development Standards and Specifications.

5. Curbs, Gutters and Sidewalks: Curbs, gutters and sidewalks shall be installed on existing and proposed streets by the applicant(s) unless specifically determined by the City Council that such is not necessary for safety or other reasons such as in a PRUD or other Special Approval Development.

6. Street Drainage: Drainage structures shall be required by the City Engineer where necessary.

7. Monuments: Permanent monuments shall be accurately set and established at such points as are necessary to definitely establish all lines of the plat. Monuments shall be of a type approved by the City Engineer. All subdivision plats shall be tied to at least two approved county monuments.

8. Street Trees: Street trees may be required by the Approval Authority to be planted along street rights-of-way by the applicant(s).

9. Fire Hydrants: Fire hydrants shall be installed. Such fire hydrants shall be of the type, size, number and be installed in such locations as determined by the City Engineer in concert with the City Fire Marshall.

10. Street Signs: Street signs shall be installed by the City and the cost of labor and materials charged to the applicant(s).

11. Street Lighting: The applicant shall provide appropriate street lighting, as a part of any development, as required by the City.

12. Fencing:

a. A solid board, chain link, or other non-climbable fence not less than six feet (6') in height shall be installed on both sides of existing irrigation canals, bordering open reservoirs, sloughs, railroad rights of way or non-access streets, and which are located within or adjacent to the subdivision, except where the Approval Authority determines that park areas, including streams or bodies of water, shall remain unfenced. The Approval Authority shall determine the appropriate fence in each case. Such fences shall be installed prior to the issuance of any building permit in the subdivision.

b. The Approval Authority may also require a fence of the type to be determined in each instance to be erected when any subdivision adjoins a use to which uncontrolled access might result in damage or nuisance to the subdivision or adjoining property, or where the Approval Authority determines that the absence of a fence may create a nuisance or hazard to the welfare of the residents of the subdivision or adjoining property. Specific consideration shall be given for requiring fencing where the subdivision is adjacent to existing animal uses and producing agriculture uses. Such fences shall be installed prior to the issuance of any building permit in the subdivision.

13. Staking of Lots: Survey stakes shall be placed at all lot corners, and nails shall be placed in curbing, so as to completely identify the lot boundaries on the ground.

14. Pioneering agreement: The city may require and enter into a pioneering agreement for installation of off-site improvements and upsizing of utilities to serve other properties as the need is determined by the city.

15. Special Improvements: The applicant shall install and guarantee any and all special improvements required by the City as part of subdivision or development approvals. (Ord.2011-1, dated 2/22/11; prior codes: Ord.2008-5, dated 4/8/08)

17.20.020 Installation of improvements, improvement completion assurance and warranty

1. Installation of improvements shall be completed within two (2) years of the date of approval of the final plat by the city. The city engineer may, for good cause, extend this completion time requirement for no more than one (1) additional year, provided that the

completion assurance required to be filed with the city, as set forth below, is extended for the same one (1) year period.

2. The applicant shall provide the city with an acceptable improvement completion assurance. Said improvement assurance shall be a corporate surety bond for any amount deemed necessary, a cash bond for any amount deemed necessary or a letter of credit option with a total improvement completion amount of \$1 million dollars or more, as acceptable assurances to the city in an amount to be determined by the city engineer and in accordance with Utah Code Ann. § 10-9-604.5. An agreement associated with the improvement assurance and terms of application, approved as to form by the city attorney, shall be approved by the City Council and recorded in the Weber County Recorder's Office with the approved final plat.

3. The applicant shall warranty said improvements in the amount equal to 10% of the total cost of the improvements, according to the estimate approved by the city engineer and in accordance with Utah Code Ann. § 10-9-604.5. Warranty shall be provided by means of a corporate surety bond, a cash bond, or a letter of credit as acceptable to the city.

4. The accepted and approved improvement guarantee form, surety bond, cash bond, or letter of credit shall be filed with the city recorder. (Ord.2023-2, dated 1/24/23; prior code: Ord.2011-1, dated 2/22/11; prior codes: Ord.2008-5, dated 4/8/08)

17.20.030 Administration: The Mayor or City Administrator is authorized to prescribe by administrative rule or regulation, forms and procedures to ensure the orderly, regular and efficient processing of applications for the approval of a proposed subdivision, and compliance with the requirements of this title. (Ord.2011-1, dated 2/22/11; prior code: Ord.2008-5, dated 4/8/08)

17.20.040 Phased Development: Whenever the applicant(s) develops a subdivision a portion at a time, such development shall be in an orderly manner and in such a way that the required improvements will be continuous and all of the said improvements will be made available for the full, effective and practical use and enjoyment thereof by the lessees or grantees of any of the lands subdivided within the time hereinabove specified. (Ord.2011-1, dated 2/22/11; prior codes: Ord.2008-5, dated 4/8/08)

17.20.050 Inspection of Improvements:

1. The City Engineer shall inspect or cause to be inspected all improvements to public systems including but not limited to streets, fire hydrants and water supply, storm water and sewage disposal systems in the course of construction, installation or repair.

2. Excavations for fire hydrants, water, storm water and sewer mains and laterals shall not be covered over or backfilled until such installation shall have been approved by the City Engineer or his designee. If any such installation is covered before being inspected and approved, it shall be uncovered after notice to uncover has been issued to the applicant(s) or responsible party by the City Engineer.

3. **Televiewing Lines:** Prior to approval and acceptance by the city, applicant shall inspect all sanitary sewer and storm water pipe lines by means of remote televIEWing equipment and shall record the entire televIEWing inspection on video tape or other acceptable reproduction means for review by city officials.

4. The city engineer shall inspect or cause to be inspected, in the course of construction, installation or repair, all special improvements required by the City as part of a subdivision or development approval.

5. The applicant shall be responsible for the payment of all costs for such inspections. (Ord.2011-1, dated 2/22/11; prior code: Ord.2008-5, dated 4/8/08)

17.20.060 Condition of Improvements Guaranteed:

1. Except as found elsewhere in this section, the applicant shall warrant and guarantee the improvements provided for herein and every part thereof, will remain in good condition for a period of one year, after the City Engineer has initially accepted the improvements, and agree to make all repairs to and maintain the improvements and every part thereof in good working condition during the guarantee period with no cost to the City.

2. Conditional acceptance to begin the guarantee period may be granted by the City Engineer once all improvements required for the development have been installed, inspected and approved, and as-built drawings in a form acceptable to the city engineer have been provided.

a. The applicant, in accordance with Utah Code 10-9a-509.5, may request a determination of acceptance or rejection of completed improvements and the city shall respond with due diligence.

3. A special exception for Conditional acceptance may be granted by the City Engineer if the following items are not completed:

a. Special Exception for Sidewalk: The city engineer, at his discretion, may allow the applicant developer an additional one year from the date of conditional acceptance of the improvements to install the sidewalk in the subdivision provided that:

i. The subdivision does not front on a major street where installation of the sidewalks is necessary for the safety of the general citizenry; ii. All lots built on in the subdivision have sidewalk installed

on the lot where shown on the construction plan; iii. Sidewalk must be installed prior to the issuance of a

Certificate of Occupancy for any dwelling in the subdivision; iv. No more than 75% of the lots are built on in the

subdivision. When the percentage of lots built on exceeds 75%, all sidewalks must be installed before any additional building permits are issued;

v. Guarantee Period. Once completed, the applicant shall warrant and guarantee that the sidewalk will remain in good condition for a period of one year after the date of conditional acceptance by the city and shall make all repairs to and maintain the sidewalk in good condition during the guarantee period at no cost to the city. The determination of the necessity for repairs and maintenance or work rests with the city engineer, whose decision upon the matter shall be final and binding on the developer.

vi. The escrow for any uncompleted sidewalk is to be kept in place, plus 15% of the engineer's estimate for all sidewalk in the project. The city may allow the establishment of a separate escrow guarantee, by agreement as found herein and based on current estimates approved by the City Engineer.

vii. Final acceptance of the sidewalk will follow the same procedure as outlined in number 4.

b. Seal coat: Where the city determines that the application of the seal coat is not appropriate due to weather or other factors, the guarantee period may be started without completing the seal coat provided the escrow for such, plus any anticipated cost increases, is kept in place.

c. Signs and lighting: Where the city is ordering and or installing signs and street lighting, the guarantee period may be started provide the escrow remains in place for such items.

4. Upon completion of all required improvements, the applicant must request in writing to the city planner a review of the project status. The planner shall refer the request to the city engineer and shall also notify all property owners in the project by mail or in person of the request and allow such owners two weeks for comments, to the planner, regarding the status of the project. The planner shall endeavor to resolve, with the applicant and city engineer, any problems received. If matters cannot be resolved, and at the discretion of the planner, the request may be referred to the City Council for resolution. Final acceptance may be granted by the City Engineer provided all required improvements have been completed, any problems addressed with the city planner and/or City Council are resolved, and improvements are judged to be in acceptable condition. The city may allow a separate escrow for special exception items as found in number three, to be established by agreement, and acceptance may then be granted on original items.

5. The applicant shall be responsible for all inspection costs.

6. As allowed in Utah Code 10-9-604.5, if the city determines, based on the specifics of the applicant's property or prior performance, that a two year guarantee period is necessary to protect the public health, safety, and welfare, the city may require such two year guarantee period. (Ord.2011-1, dated 2/22/11; prior code: Ord.2008-5, dated 4/8/08)