

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

**PUBLIC NOTICE** is hereby given that the **Planning Commission of SOUTH WEBER CITY**, Davis County, Utah, will meet in a **REGULAR** public meeting on **February 26, 2015**, at the **South Weber City Council Chambers, 1600 East South Weber Drive**, commencing at **6:30 p.m.**

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A WORK MEETING WILL BE HELD PRIOR TO THE REGULAR PLANNING COMMISSION MEETING AT 6:00 P.M. TO DISCUSS  
AGENDA ITEMS, CORRESPONDENCE, AND/OR FUTURE AGENDA ITEMS

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

- 6:30 P.M.      Pledge of Allegiance  
                  Approval of Meeting Minutes
  - January 22, 2015 - Commissioner Osborne
- Approval of Agenda
- Declaration of Conflict of Interest
- 2015 Position Appointments – Chair, Co-Chair, Sketch Plan Liaison, City Council Liaison Schedule
  
- 6:40 P.M.      Discuss Road Size in Proposed Udy Acre Subdivision; Bob Flinders
  
- 6:50 P.M.      Action on Final Plan Application: Highmark Subdivision Amended located approximately on the southwest corner of South Weber Drive and 2700 E. (Parcel 13-292-0002 and a portion of 13-034-0051), 3.634 acres; Developer: Dan Murray, Murray Family Holdings
  
- 7:05 P.M.      Discussion on Amendments to Building Height, Highway Sign, and Proximity of Alcohol Sales Ordinances
  
- 7:15 P.M.      Report on City Council Summit; Duncan Murray
  
- 7:25 P.M.      Public Comments – Please keep public comments to 3 minutes or less per person
  
- 7:30 P.M.      Adjourn
  
- 7:35 P.M.      Utah Local Governments Trust Land Use Training

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THE UNDERSIGNED DEPUTY RECORDER FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED OR POSTED TO:

CITY OFFICE BUILDING	SOUTH WEBER FAMILY RECREATION CENTER	THOSE LISTED ON THE AGENDA
www.southwebercity.com	SOUTH WEBER ELEMENTARY SCHOOL	STANDARD-EXAMINER
Utah Public Notice website	TO EACH MEMBER OF THE PLANNING	
www.utah.gov/pmn	COMMISSION	

DATE: February 23, 2015

\_\_\_\_\_  
ELYSE GREINER, DEPUTY RECORDER

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

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**\*Agenda times are flexible and may be moved in order, sequence, and time to meet the needs of the Commission\***

# SOUTH WEBER CITY PLANNING COMMISSION MEETING

**DATE OF MEETING:** 22 January 2015

**TIME COMMENCED:** 6:30 p.m.

**PRESENT: COMMISSIONERS:**

Delene Hyde  
Rob Osborne  
Wes Johnson  
Rod Westbroek  
Wayne Winsor

**CITY PLANNER:**

Barry Burton

**DEPUTY RECORDER:**

Elyse Greiner

**CITY ENGINEER:**

Brandon Jones (excused)

**CITY MANAGER:**

Duncan Murray

**Transcriber:** Minutes transcribed by Michelle Clark

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*A PUBLIC WORK MEETING was held at 6:00 p.m. to REVIEW AGENDA ITEMS*

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**PLEDGE OF ALLEGIANCE:** Barry Burton

**VISITORS:** Randy Schreifels, Douglas Austin, Brent Poll, Buster Delmonte, Jeff Monroe, Blake Peterson, Denis Petersen, and Sage Ukena.

**APPROVAL OF THE AGENDA:** Commissioner Westbroek moved to approve the agenda as written. Commissioner Johnson seconded the motion. Commissioners Hyde, Johnson, Osborne, Westbroek, and Winsor voted yes. The motion carried.

**APPROVAL OF MINUTES OF 13 NOVEMBER 2014:**

Commissioner Winsor moved to approve the minutes of 13 November 2014 as written. Commissioner Johnson seconded the motion. Commissioners Hyde, Johnson, Osborne, and Winsor voted yes. Commissioner Westbroek abstained. The motion carried.

**DECLARATION OF CONFLICT OF INTEREST:** None

Commissioner Westbroek moved to open the public hearing for Preliminary/Final Plan Application: Highmark Subdivision Amended located approximately on the southwest corner of South Weber Drive and 2700 E. (Parcel 13-292-0002 and a portion of 13-034-0051), 3.634 acres; Developer: Dan Murray, Murray Family Holdings. Commissioner

Osborne seconded the motion. Commissioners Hyde, Johnson, Osborne, Westbroek , and Winsor voted yes. The motion carried.

\*\*\*\*\* PUBLIC HEARING \*\*\*\*\*

**Preliminary/Final Plan Application: Highmark Subdivision Amended located approximately on the southwest corner of South Weber Drive and 2700 E. (Parcel 13-292-0002 and a portion of 13-034-0051), 3.634 acres; Developer: Dan Murray, Murray Family Holdings:** Dan Murray, Murray Family Holdings, said he has purchased lot 2 owned by Savage and another lot from Staker/Parsons. He said Lot 1 is the High Mark Charter School. He said lot 2 will extend to the frontage road. Lot 2 will be divided in Lot 201 & Lot 202.

Commissioner Hyde asked if there was any public comment.

**Doug Austin, 2550 E. 7800 S.** asked how far south the lot will come. Mr. Murray explained the existing boundary on the plat.

**Denis Petersen, 8030 S. 2350 E.,** asked what will be on the lots. Mr. Murray said concerning Lot 201, he is under contract to sale to Maverik. Lot 202 he doesn't have a user for it. Mr. Petersen said he is concerned about the using Lot 201 for fueling diesel trucks. He is concerned about mixing that with school next door. He is concerned about sharing that easement with children who are being picked up. He is also concerned about the sale of alcohol. Mr. Petersen said those are the primary concerns from the charter school board. Mr. Murray then passed out a site plan for a Maverik. Mr. Murray said we have had preliminary conversations with UDOT with preliminary approval for two driveways.

Mr. Austin asked if there has been any discussion about a traffic light. Commissioner Hyde said, "no".

**Brent Poll, 7605 S. 1375 E.,** asked if the city has jurisdiction on a stop light on a State road. Barry said "no".

**Buster Delmonte, 8271 S. 2600 E.** is curious about the signage and the vertical elevation.

**Commissioner Hyde moved to close the public hearing for Preliminary/Final Plan Application: Highmark Subdivision Amended located approximately on the southwest corner of South Weber Drive and 2700 E. (Parcel 13-292-0002 and a portion of 13-034-0051), 3.634 acres; Developer: Dan Murray, Murray Family Holdings. Commissioner Winsor seconded the motion. Commissioners Hyde, Johnson, Osborne, Westbroek, and Winsor voted yes. The motion carried.**

\*\*\*\*\* PUBLIC HEARING CLOSED \*\*\*\*\*

Mr. Murray discussed the preliminary concept approval from UDOT on two driveways. He said the easterly was actually approved for lots 1 & 2. He explained that the shared driveway with the charter school will not have diesel access. Trucks will enter off of South Weber Drive and exit to the frontage road. He doesn't think trucks will be able to make the turn going east on South Weber Drive. Commissioner Hyde reminded those in attendance that this is a preliminary

and those plans have not been submitted to the City. She said when the school was constructed in that location, they knew the surrounding property is commercial.

Commissioner Osborne was concerned about this item skipping Sketch Plan meeting. Commissioner Hyde agreed and would like to see them go back to Sketch Plan. Barry said the city staff is comfortable with the approval of preliminary. Duncan said they can still request a Sketch Plan. Commissioner Osborne is concerned about the ditch because he knows it is there. Brent Poll said it doesn't exist anymore. He said the Poll family has a pressurized system now. Commissioner Hyde said the city does need a "will serve" letter for secondary water. She said that will need to be addressed before final approval.

**Commissioner Westbrook moved to approve Preliminary Plan Application: Highmark Subdivision Amended located approximately on the southwest corner of South Weber Drive and 2700 E. (Parcel 13-292-0002 and a portion of 13-034-0051), 3.634 acres; Developer: Dan Murray, Murray Family Holdings subject to the following conditions:**

- 1. All item completed on Brandon's Letter of 19 January 2015**
- 2. Resolve situation with secondary water**
- 3. Attend a Sketch Plan Meeting**

**Commissioner Johnson seconded the motion. Commissioners Hyde, Johnson, Osborne, Westbrook, and Winsor voted yes. The motion carried.**

**Commissioner Westbrook moved to open the public hearing for Rezone Application: Request from agent Jeff Monroe for applicant Warren Reynolds for 4.57 acres located at approximately 400 East Old Post Office Road (Parcel 13-018-0070) be changed from an Agricultural Zone (A) to a Residential Low-Moderate Zone (RLM). Commissioner Winsor seconded the motion. Commissioners Hyde, Johnson, Osborne, Westbrook, and Winsor voted yes. The motion carried.**

**\*\*\*\*\* PUBLIC HEARING \*\*\*\*\***

**Rezone Application: Request from agent Jeff Monroe for applicant Warren Reynolds for 4.57 acres located at approximately 400 East Old Post Office Road (Parcel 13-018-0070) be changed from an Agricultural Zone (A) to a Residential Low-Moderate Zone (RLM).** Jeff Monroe, 7965 S. 2175 E., representing Warren Reynolds, said the 4.75 acres is located at approximately 400 East Old Post Office Road. He is requesting a rezone from Agricultural Zone (A) to Residential Low-Moderate Zone (RLM).

**Brent Poll, 7605 S. 1375 E.,** asked if the Planning Commission has had a chance to review the letter he sent. Commissioner Hyde said, "no" the Planning Commission just received the information prior to this meeting. Mr. Poll read item #28 (SEE LETTER). Mr. Poll said the contamination is there and what safeguards the residents from that contamination. He asked if anyone has read Hill Air Force Base review in 2013 concerning the contaminants. He asked how many people have vapor intrusion programs (VIP's) installed in their homes. He said HAFB hasn't made it mandatory to have VIP's but voluntary. He said approximately 90% are still at risk. He said the city is putting fellow residents and future residents at risk. He said landowners are responsible for the pollution under their grounds. He is frustrated that after twenty two years,

he still can't get the information that he needs from HAFB. Commissioner Hyde said HAFB did drill on Canyon Meadows property and we can only go off of the information that we have been given. Mr. Poll said he thought HAFB would eventually clean up the contamination and they are not. He said they haven't done any real remediation and extract the chemicals out of the ground. Commissioner Westbrook said those chemicals are not only in South Weber City but several cities west of us. Mr. Poll said of all the pollution out there, most of it went here in South Weber. He suggested the Planning Commission look at the facts. Mr. Poll is concerned that the EPA can come after him because the pollution passes through his property. He said there is a liability. He now has a skin disorder because of the pollution. He believes in what he is telling everyone. He has no doubt that people are not being put at risk. He said we haven't learned how bad this is.

**Commissioner Johnson moved to close the public hearing for Rezone Application: Request from agent Jeff Monroe for applicant Warren Reynolds for 4.57 acres located at approximately 400 East Old Post Office Road (Parcel 13-018-0070) be changed from an Agricultural Zone (A) to a Residential Low-Moderate Zone (RLM). Commissioner Westbrook seconded the motion. Commissioners Hyde, Johnson, Osborne, Westbrook, and Winsor voted yes. The motion carried.**

**\*\*\*\*\* PUBLIC HEARING CLOSED \*\*\*\*\***

Mr. Monroe said we understand Mr. Poll's frustration. He said we did research the plume maps. He said this property is out of that plume contaminate area. He has heard Mr. Carter's presentation. Mr. Carter's information was from 2004 and at the time it was 2013. Mr. Monroe said he has gone to Restoration Advisory Board. He said the EPA is monitoring. He understands Mr. Poll's concerns. Commissioner Johnson said with the plumes there were only three contaminants that were looked at. He is concerned about the other contaminants as well. He said Mr. Poll has some good points; he too is concerned that buyers of the property need to be told what contaminants are in the soil and that would require a phase 2 environmental assessment. He would suggest whoever wants to build is given a list of contaminants that are or are not on the property. Commissioner Osborne said isn't there contaminants everywhere.

**Commissioner Osborne moved to recommend approval to the City Council for the Rezone Application: Request from agent Jeff Monroe for applicant Warren Reynolds for 4.57 acres located at approximately 400 East Old Post Office Road (Parcel 13-018-0070) to be changed from an Agricultural Zone (A) to a Residential Low-Moderate Zone (RLM). Commissioner Winsor seconded the motion. Commissioners Hyde, Johnson, Osborne, Westbrook, and Winsor voted yes. The motion carried.**

**Zone Height Ordinance Discussion:** The City would like to create a new ordinance on building height restrictions, which would be applicable in all zones. There is a current discrepancy in how to measure building heights that could pose future problems. Commissioner Hyde said Barry will draft an ordinance for the Planning Commission to review.

#### **Highway Sign and Alcohol Proximity Ordinance Amendments Discussion**

The City is considering two ordinance amendments. The first deals with the size and height allowances of highway oriented signs. The second ordinance amendment deals with the proximity of the sale of alcohol to public buildings. The Planning Commission is concerned

about the size etc. Barry will draft an ordinance for the Planning Commission to review. Commissioner Johnson feels the city needs to adopt its own alcohol ordinance. Commissioner Osborne said it was the schools intention, when it was built, to not limit that option.

### **Public Hearing Requirements for Subdivisions Discussion**

In the past, the City's tradition has been to hold a public hearing with the Planning Commission and the City Council for new subdivisions; however it is not mandated by City or State Code. Commissioner Winsor doesn't feel there needs to be two public hearings. Barry said the State statute has changed again because of the burden it has put on cities and counties for two public hearings. He said the issue is that we have already determined in public hearings in the general plan and rezone that it is an appropriate use for the property. He said the statute has changed, so we don't need to hold a public hearing. The Planning Commission feels it is important to have public hearings. Barry feels the Planning Commission is the place to have it. It was stated the City Council can always hold a public hearing regardless of the Planning Commission. Duncan will ask the City Council and the next meeting what they prefer.

### **Moderate Income Housing Plan Discussion**

Commissioner Hyde read the plan from Washington Terrace and she is wondering why the Planning Commission would want to do this. Barry said the Planning Commission did this as part of the master plan. Duncan said he wanted to make sure the city has met the requirement. Barry said a copy was sent to the State.

**Updated Master Trails Plan Draft Review:** Commissioner Johnson said once we adopted the City master plan, he took a look at the master trails plan and they didn't match. He went ahead and did a draft. Barry said it was part of the general plan update. Commissioner Johnson said we didn't identify how the trails will be built, etc. He said these are standard that came out of the National Trails Council. He met to discuss accessing trails. He said the Canyon Drive Trailhead should go down further to Old Fort Trail Trailhead to connect to the Weber River. He said at the meeting they discussed whether or not to go under or over the freeway. It was stated the website needs to be updated and not the general plan. Barry will work on a Master Trails Plan. Commissioner Johnson suggested a study of the trails.

### **Other Business:**

Commissioner Winsor is appreciative of the details of the minutes. He feels they are easier to read. He also thanked the city staff for the packets.

Barry thanked Commissioner Hyde for her fearlessness, opinions, and the fantastic way she has conducted the meetings. The Planning Commission agreed. Commissioner Hyde said it has been approximately 16 years. She feels this is the best Planning Commission the city has ever had. She also thanked Barry for the opportunity to work with him and the city staff.

**ADJOURNED: Commissioner Winsor moved to adjourn the Planning Commission meeting at 7:51 p.m. Commissioner Johnson seconded the motion. Commissioners Hyde, Johnson, Osborne, Westbroek, and Winsor voted yes. The motion carried.**

**APPROVED:** \_\_\_\_\_ Date

Chairperson: Delene Hyde

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

Attest:

\_\_\_\_\_  
Deputy Recorder: Elyse Greiner

DRAFT

# Protective Covenants

## Canyon Meadows Subdivision

-7-

25. **SITE REVIEW:** Prior to the commencement of construction of any dwelling or garage on any lot in this subdivision, plot-plans and/or construction drawings shall be submitted and approved by Cobblecreek Enterprises. Prior to the commencement of construction of any dwelling, garage, storage building, fence, wall, pool or other improvements on any lot in this subdivision, plot-plans and/or construction drawings shall be submitted and approved by South Weber City. No construction shall be permitted in the subdivision without first obtaining the necessary approvals and permits for such construction. The cost for gaining such approval shall be borne by the seeker of such approval.
26. **ROOF MOUNTED HEAT PUMPS AND SOLAR PANELS:** Solar panels, heat pumps and/or air conditioning units shall be allowed to be mounted on roofs only if they cannot be viewed or seen from the street in front of the lot.
27. **DAMAGE:** Any damage inflicted on existing improvements such as streets, sidewalks, gutters, etc., by the purchaser of any particular lot must be repaired and the expense of such repair must be borne by the purchaser at his own expense. This also includes any damage to any landscaping. Any dirt or gravel spilled or dumped on sidewalks and/or streets during any construction landscaping shall be removed at the costs and/or expense of lot owner and/or contractor, and returned to the then pre-existing condition of the sidewalk and/or street.
28. **CONTAMINATION:** There are known contaminants in the general area of Canyon Meadows PUD Subdivision. These are coming from Hill Air Force Base. For more information call Hill Air force Base information line: 801-777-8790 or 777-6016. By purchasing a lot in Canyon Meadows PUD a buyer releases South Weber City and its agents from any liability and further releases the owner and developer from any liability, claim, cause of action or damage, economic or otherwise, that may result to the owner of a lot in Canyon Meadows as a result of any property contamination and agrees to indemnify South Weber City from any claims or damages arising out of the buyer's ownership of his or her lot in Canyon Meadows that this contaminant may pose now or in the future, if any. The containments are not in the drinking water, they remain in the suburface water only.
29. **SECONDARY WATER:** Secondary water will be furnished by the subdivision. A hook up fee will be assessed upon the sale of said lot and monthly fee will be charged to maintain the irrigation system.

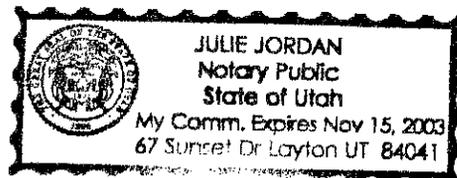
30. APPEARANCE OF EXTERIOR OF HOUSE: All dwellings shall have a full masonry front with 50% of that being brick and/or stone. No similar house plans may be built within five (5) building lots of each other in any direction.
31. DURATION: All the covenants and restrictions set forth in this Declaration shall take effect at all times against said property and the owners thereof or any subsequent owner(s) thereof, for a period of twenty (20) years from the date of adoption. Said covenants shall then be automatically renewed for successive periods of ten (10) years, except that following the initial twenty year period, said requirements may be altered or changed or modified by a written agreement of more than three-fourths of the lot owners of this subdivision. Said changes shall not include easement or other areas dedicated to the public use. In addition, the Declarant of these Covenants, Conditions and Restrictions, may from time to time be subject to additional restrictions as may be deemed necessary to and from the protection of other property owners in the Subdivision.
32. RIGHTS TO ENFORCE: The provisions contained in this Declaration shall be enforceable by the land developer, Declarant, or by the owner or owners of any lot, or piece of property in said subdivision, or by their legal representatives. Failure to enforce any of said restrictions shall in no way prevent enforcement of any or all other restrictions herein. The declaration of any restrictions to be invalid by court proceeding shall not invalidate any other restrictions unless specifically specified.

Dec 7, 2000  
Date

Declarant:  
[Signature]  
Canyon Meadows P.U.D.  
By Bill Nielsen  
Authorized agent/developer  
[Signature]  
Cobblecreek Enterprises, LLC  
Bill Nielsen Managing Member

[Signature]  
Notary Public

My commision expires: 11/15/2003



# SOUTH WEBER CITY PLANNING COMMISSION MEETING WORK MEETING

**DATE OF MEETING:** 22 January 2015

**TIME COMMENCED:** 6:02 p.m.

**PRESENT: COMMISSIONERS:**

**Delene Hyde  
Rob Osborne  
Wes Johnson  
Rod Westbroek  
Wayne Winsor**

**CITY PLANNER:**

**Barry Burton**

**CITY MANAGER:**

**Duncan Murray**

**DEPUTY RECORDER:**

**Elyse Greiner**

**Transcriber:** Minutes transcribed by Michelle Clark

**VISITORS:** Sage Ukena, Blake V. Petersen, and Dennis Petersen.

**Public Hearing and Action on Preliminary/Final Plan Application: Highmark Subdivision Amended located approximately on the southwest corner of South Weber Drive and 2700 E. (Parcel 13-292-0002 and a portion of 13-034-0051), 3.634 acres; Developer: Dan Murray, Murray Family Holdings.:** Commissioner Hyde asked if there was a Sketch Plan meeting held for this subdivision. Elyse said Mr. Murray met with each person individually. Commissioner Hyde asked why? Barry said he met with several of us before hand but it wasn't a formal meeting. Barry said there is a staff report from Brandon. Commissioner Hyde is wondering if a lot of this stuff would have been caught prior if there would have been a Sketch Plan Meeting. Barry said most of it is engineering. He said we don't have any improvement plans for the water line. He said the property has roads on two sides with curb and gutter. He said the sewer line crosses through the middle of the property and will need to be moved prior to any construction. He said the developer wants that to be done when a developer comes in to develop. Barry said this is difficult because we don't know if it will work or not. Commissioner Osborne said the secondary water is not a will serve letter. He questions the easement of the ditch line that needs to be released from the Poll family that hasn't been done. Dan Murray asked Barry when the High Mark Charter School was approved if grades were addressed at this time. Commissioner Osborne said it was to the property line of the charter school. Barry said we need more information Mr. Murray said nothing shows up on his title report in regards to the easement with the Poll family. Mr. Murray said he asked for a will serve letter and that is what they gave him. Commissioner Osborne explained that the developer needs to bring the secondary water shares with this development because this property isn't included in the water district. Barry said that is part of the improvement drawings the city is requesting. Barry suggested giving preliminary approval but not final approval. Commissioner Johnson said the plans show three lots. Mr. Murray said there are two lots.

**Public Hearing and Action on Rezone Application: Request from agent Jeff Monroe for applicant Warren Reynolds for 4.57 acres located at approximately 400 East Old Post Office Road (Parcel 13-018-0070) be changed from an Agricultural Zone (A) to a Residential Low-Moderate Zone (RLM):**

Commissioner Hyde said on the general plan this property is identified as Residential Low-Moderate (RLM). Barry said there is RLM Zone on one side of this property and the RH Zone on the other. Commissioner Johnson said there are about two acres of wetlands. Barry said the developer is well aware of that. He said a geo-tech will need to be done on the property when they develop.

**Zone Height Ordinance Discussion:** Barry said when Sunrise Ridge came in and the Planning Commission started thinking about 25 ft. limitation, they realized there was difficulty in the way the height can be measured. He said different kinds of roofs also make a difference. He is proposing amending to average the grade around the finished foundation. Commissioner Winsor asked what is the definition of "average"? Barry said he can look at defining the average grade.

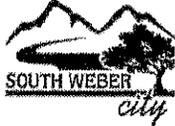
**Highway Sign and Alcohol Proximity Ordinance Amendments Discussion:** Barry said as the Planning Commission was looking at signs for commercial development, they thought they may be too restrictive. Commissioner Hyde feels it is a great idea. Commissioner Winsor is concerned about larger signs and feels billboards are a visual pollution. He is not for making them bigger or more of them. Barry said these are on premise signs. Barry said it is an accumulative sign. Duncan said it may not be one sign, but a collection of signs. Barry said this is class five signs. Barry said when he looked at the Highmark Subdivision it will be difficult to attract business to this location. Duncan said we are also talking about the I-84 entrance. Barry said the ordinance has been in place for years and we still don't have any commercial. Duncan said when some of these chain stores come in; they want to look at items such as this. Barry said if there is a C store on this property, the way the land is set, right now they couldn't sale alcohol, as per the State ordinance. Duncan said the city can adopt its own ordinance. He said we need to have an ordinance that wouldn't turn them away. Commissioner Osborne said the whole intent of the placement of the school was to gain the 600 ft. from door to door. Barry said the city can write an ordinance that would override the State code.

**Public Hearing Requirements for Subdivisions Discussion:** No discussion on this item.

**Moderate Income Housing Plan Discussion:** No discussion on this item.

**Updated Master Trails Plan Draft Review:** No discussion on this item.

**ADJOURNED: 6:30 p.m.**



# South Weber City

## Planning Commission Agenda Application

1600 East South Weber Drive • South Weber, Utah 84405 • Phone: (801) 479-3177 • Fax: (801) 479-0066

Planning Commission meetings are held the fourth Thursday of each month beginning at 6:30 p.m. This application must be submitted by 5:00 p.m. eight (8) days prior to the meeting.

NAME: Robert L Flinders

ADDRESS: 7486 So 1900 E

PHONE: 801 814-6029 801 479 6029

E-MAIL: Cowboy bob 1032@COC.COM

PROPERTY ADDRESS OF CONCERN/QUESTION: 11

PARCEL ID#: \_\_\_\_\_ CURRENT ZONE: \_\_\_\_\_

Date of Planning Commission Meeting you request to be placed on: \_\_\_\_\_

**PURPOSE/REASON TO BE ON PLANNING COMMISSION AGENDA:**

Discuss a variance for ~~Front~~ Road size  
in proposed subdivision

**CITY DEPARTMENT INPUT:**

SIGNATURE: Robert L Flinders DATE: 2 Feb 2015

This application allows you to be placed on the Planning Commission agenda for items of discussion only, no official action will be taken.





# *Planning Department*

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Davis County Administration Building, 61 South Main Street, P.O. Box 618,  
Farmington Utah 84025  
Telephone: (801) 451-3279 - Fax: (801) 451-3281

**PROJECT REVIEW  
HIGHMARK SUBDIVISION AMENDED – FINAL PLAT  
By Barry Burton**

February 19, 2015

**Zoning:**

This is a commercial subdivision in a commercial zone (C-H). There are no zoning considerations.

**Plat/Layout:**

The proposal is to take Lot 2 of the original subdivision add some additional property to it for a total of 3.6 acres and split that into two commercial lots. Both lots have frontage on South Weber Drive and one also has frontage on 2700 East. I have no issues with the lot layout. There are a couple of minor corrections that need to be made on the plat which will be explained in the City Engineer's review.

**Improvements:**

There is an existing sewer pipeline that runs through the lots that will need to be realigned. The plat provides an easement for the realignment as well as a sewer line and a secondary water line. It is recommended that the sewer line stay in its current location until such time as there is a proposal to build on either lot, then relocate the pipe.

**Recommendation:**

I recommend approval of this final plat subject to the plat changes recommended by the City Engineer.

**MEMORANDUM**

TO: South Weber City Planning Commission

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

CC: Barry Burton – South Weber City Planner  
Mark B. Larsen – South Weber City Public Works Director  
Elyse Greiner – South Weber City Deputy Recorder

RE: **HIGH MARK SUBDIVISION 1<sup>ST</sup> AMENDMENT**  
**Final Review**

Date: February 25, 2015

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Our office has completed a review of the Plat and Improvement Plans for the High Mark Subdivision 1<sup>st</sup> Amendment received on February 24, 2015. We recommend final approval, subject to the following items being addressed prior to recording the plat.

**IMPROVEMENT PLANS**

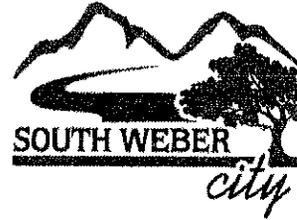
1. The proposed secondary water lines are shown. An approval letter, prior to recording the plat, will be needed from the South Weber Water Improvement District indicating that sufficient water shares have been acquired and the infrastructure shown on the plans is approved.
2. A cash escrow account will need to be set up as a Guarantee for the required improvements. This will need to be established before the plat can be recorded. The developer's engineer will need to provide a cost estimate of the required improvements to our office for review and approval. City Code requires that the developer escrow for all of the improvements that have not been constructed, plus a 15% Contingency of those improvements remaining and a 10% Guarantee of the total improvements.

**For Office Use Only**

Fees received by: EG Date of submittal: 01/06/15  
Amount Paid: 600.<sup>00</sup> Receipt #: 13.080189

Initial Review, all of the required supporting materials have been provided: DM

PC/CC Meeting Date: January 22, 2015



**Final Plan Application**

Project/Subdivision Name: Highmark Subdivision Amended  
Approx. Location: SWC South Weber Drive & Frontage Road  
Parcel Number(s): \* Total Acres: 3.634  
Current Zone: \_\_\_\_\_  
Surrounding Land Uses: Highmark Charter School & Undeveloped Comm.  
Number of Lots: 2 # Lots Per Acre: 1.8 Ac per Lot  
Phase: 1 of 1 PUD: Yes/ No  
\* 13-292-0002 and a portion of 13-034-0051

**Contact Information**

**Developer or Agent**

Name: Dan L Murray  
Company Name: Murray Family Holdings  
Address: 1907 No. 400 WJ  
City/State/Zip: Centerville, Ut. 84014  
Phone: (801) 910-7102 Fax: N/A  
Email: dan.murray@murrayfamilyinvestments.com

Best Way/Preferred Method of Contact:

Email  Phone  Fax  Mail

**Developer's Engineer**

Name: Von Hill  
Company: Hill & Angyle, Inc.  
License #: 166385  
Address: 181 No. 200 W, Suite #3  
City/State/Zip: Bountiful, Ut. 84010  
Phone: (801) 298-7236 Fax: (801) 298-6983  
Email: vhill@hillangyle.com

Best Way/Preferred Method of Contact:

Email  Phone  Fax  Mail

**Surveyor**

Check here if same as Engineer

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

**Property Owner(s)**

Check here if same as Developer

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

## Final Plan Requirements

- Complete all conditions/requirements set by the Planning Commission at Preliminary Approval
- Finalized Draft of Covenants, Conditions, and Restrictions (if applicable)
- Finalized Storm Drain Calculations
- Any applicable agreements finalized, signed, and proof of recording with county provided (agreements with South Weber City must be finalized and remain unsigned)
- Finalized set of certified, stamped construction drawings and specifications as prepared by a licensed civil engineer\*\*

\*\*One full sized (24" x 36"), one reduced (11" x 17"), and one electronic PDF form shall be submitted of the following (the north area to point up or to the left):

- Format of Final Plat for Recording Required by the County

\*All plans must be prepared and stamped by a licensed and/or certified professionals including, but not limited to, architects, landscape architects, land planners, engineers, surveyors, transportation engineers or other professionals as deemed necessary by the City Planner.

## Applicant Certification

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete, and accurate to the best of my knowledge. I also certify that I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me with respect to this application. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that The City of South Weber may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the South Weber City Land Development Code and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. Additionally, I agree to pay all fees associated with this project, as set by the current adopted Consolidated Fee Schedule as well as any fees associated with any City Consultant (i.e. engineer, attorney). The applicant shall also be responsible for all collection fees incurred including a collection fee of up to 40% (pursuant to the provisions of the Utah Code Ann. §12-1-11). I also agree to allow the Staff, Planning Commission, or City Council or appointed agent(s) of the City to enter the subject property to make any necessary inspections thereof.

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

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

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

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

*Tom Murray*  
*Tom Murray*  
Jan 6, 2015  
Jan 6, 2015

SUBDIVISION: Highmark Subdivision Amended

PROPERTY PARCEL NUMBER(S): 13-292-0002 and a portion of 13-034-0051

APPLICANT'S AFFIDAVIT

State of Utah )  
County of Davis ) §

I/We Murray Family Holdings, LLC, the sole owner(s)/authorized agent of the owner(s) of the property involved in this application, located at SWC of South Weber & Frontage Rd, swear the statements and answers contained herein, in the attached plans, and other exhibits, thoroughly, to the best of my/our ability, present the argument in behalf of the application requested herewith, and that the statements and information above referred to are in all respects true and correct to the best of my/our knowledge and belief.

Dated this 6th day of January, 2015.

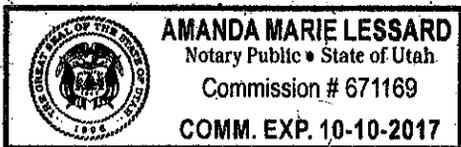
Signed:

[Signature]  
Property Owner or Agent

Property Owner or Agent

Subscribed and sworn to before me on this 6th day of January, 2015.

S  
E  
A  
L



[Signature]  
Notary Public

AGENT AUTHORIZATION

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

I/We \_\_\_\_\_, the sole owner(s) of the real property located at \_\_\_\_\_, South Weber, Utah, hereby appoint \_\_\_\_\_ as my/our agent with regard to this application affecting the above described real property, and authorize said agent to appear on my/our behalf before any city commission, board or council considering this application.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed:

\_\_\_\_\_  
Property Owner or Agent

\_\_\_\_\_  
Property Owner or Agent

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

S  
E  
A  
L

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

Sketch Plan Meeting  
Highmark Subdivision Amended  
February 4, 2015 at 4:00pm

**Attendees:** Barry Burton, Dan Murray, Scott Argyle, Duncan Murray, Brandon Jones, Tom Smith, Mark Larsen, and Elyse Greiner

**Staff Reports:**

Barry went over the January 22, 2015 Planning Commission meeting. The Commission gave the subdivision preliminary approval but told Dan he needed to work on the items listed in Brandon's memo, fix the secondary water will-serve letter, and come back for a sketch plan meeting.

**Sewer**

Dan proposed routing the sewer along the south of the property instead of the north boundary. It was mentioned that it would be easier to access if comes along the north side but there could be an easement along the south. Mark would need drive access with an easement and not allow for parking or obstructions on it to be recorded with the plat; agreed. Brandon said the minimum size for sewer is 8. Brandon said a 6 would be a consideration if the slope is a minimum grade, but it could be figured out later. Brandon said the developers need to make sure there is good separation between the sewer, storm drain, and irrigation. Dan asked if there is mandated spacing of separation between sewer, storm drain and irrigation. Brandon said it's not mandated but the City has a standard. The storm drain should be at minimum grade and as deep as possible. Barry asked if the lines will be deep enough from the oil line that comes across 89 on the property to the south (not part of subdivision); it's almost 14 feet deep. To service the property to the south, Dan may have to run service in the back as well. Mark suggested stubbing the lines out to the south.

**Access**

Dan said he spoke with UDOT and they would allow access at 275 W. of the frontage road but the business in which Dan is working to sell the property to won't process it until they actually process their store. Dan said he could provide a copy of the pre-application notes with UDOT. Brandon said the plat can be approved with an easement so long as there is access to the lots. Dan gave Highmark Charter an easement agreement for the shared drive but there is a hang up on their end with their mortgage company. Barry would like the signed agreement prior to the subdivision approval but thinks it could be a "subject to" approval. Dan would prefer to not have a "subject to" approval so that he can proceed with future transactions. Barry says there is access to the south with the easement that reaches all lots so without the shared drive there is still access. Ingress/Egress easement will be for the use of the property, not the public. Brandon wants to ensure the easement functions in a circular manner.

**Improvements**

Barry is looking for planning profiles. Sewer, storm drain, and irrigation, need to be on the next plans. Water needs to be on the site plan. The improvements need to be guaranteed. Brandon said the code doesn't allow for anything but cash escrow. Options are to go ahead and do improvements and record the plat and escrow for remaining improvements, or do the whole thing

and record the plat now. Dan wants to record the plat as soon as possible so he will have to cash escrow for all of the public improvements. Scott will get Brandon a cost estimate then he will review and approve it. Brandon and Tom explained the escrow process to Dan. The inspector from Jones and Associates will come out to make sure the work is being done properly. Escrow is set up through the developer but the city is the only one that can release it.

### **Secondary Water**

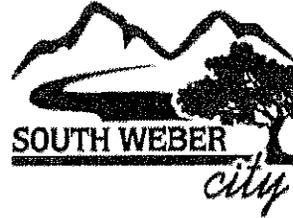
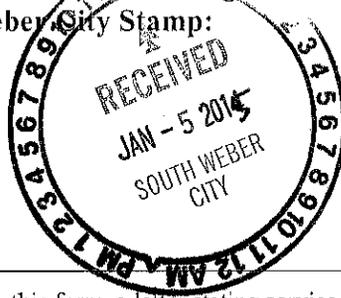
Dan brought up the secondary water letter that was not approved in Planning Commission. He said he is meeting with the district on February 11 to talk about purchasing shares. Brandon said there should be shares available because the property is in their district. Dan said he wouldn't buy shares until he was ready to develop, but it might be advantageous to purchase them sooner rather than later. Mark suggested buying the shares and tying it to the property.

Adjourned at 5pm. Minutes by Elyse Greiner.

### **Items to Address:**

- Planning profile
- Easement with language
- Improvements – cost estimate to Brandon
- Secondary water will serve letter

All Plans Must Reflect The Following Date  
& South Weber City Stamp:



\*If a utility can not be reached to sign this form, a letter stating service will be provided from that utility is acceptable, provided that the same plans have been shown to all utilities. Plans will not be approved by the city until this document is completed and returned.

## Utility Notification Form

### Project/Subdivision

### Developer or Agent

Name: Amended Highmark Sub  
 Residential  Commercial  
Approx. Location: S. Weber/Frontage  
Parcel Number(s): \_\_\_\_\_  
Number of Lots: 2  
Phase: \_\_\_\_\_ of \_\_\_\_\_ PUD: Yes  (No)

Name: Dan L Murray  
Company Name: Murray Family Holdings LLC  
Address: 1907 No. 400 W  
City/State/Zip: Centerville, Ut. 84014  
Phone: (801) 910-7102  
Fax: \_\_\_\_\_  
Email: dan.murray@murrayfamilyinvestments.com

### QUESTAR GAS

Name: Robert Combs Title: Site Const Phone: 801-710-3755  
(please print)  
Signature: \_\_\_\_\_ Date: Dec 11, 14

### COMCAST CABLE TV

Name: Greg Miller Title: \_\_\_\_\_ Phone: (801) 401-3017  
(please print) SEE ATTACHED  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

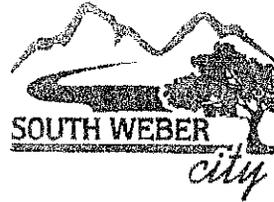
### QWEST CENTURY LINK

Name: Jason Libert Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
(please print) SEE ATTACHED  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### ROCKY MOUNTAIN POWER

Name: Curtis Bulwer Title: Estimator Phone: 801-629-4318  
(please print)  
Signature: Curt Bulwer Date: 12-11-14

All Plans Must Reflect The Following Date  
& South Weber City Stamp:



\*If a utility can not be reached to sign this form, a letter stating service will be provided from that utility is acceptable, provided that the same plans have been shown to all utilities. Plans will not be approved by the city until this document is completed and returned.

### Utility Notification Form

#### Project/Subdivision

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Name: Amended Highmark Sub  
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Parcel Number(s): \_\_\_\_\_  
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Phase: \_\_\_\_ of \_\_\_\_ PUD: Yes  No

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

#### QUESTAR GAS

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
(please print)  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### COMCAST CABLE TV

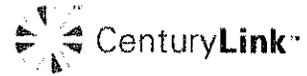
Name: Greg Miller Title: Coord. 2 Plan & Design Phone: (801) 401-3017  
(please print)  
Signature: [Signature] Date: 12/11/2014

#### QWEST

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
(please print)  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### ROCKY MOUNTAIN POWER

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
(please print)  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_



DATE: 12/16/14

TO: Dan L. Murray

RE: Amended Highmark Subdivision

Dear Dan,

Recently you approached CenturyLink about providing a "will serve" letter to serve Murray Family Holdings LLC. CenturyLink appreciates the opportunity to provide the Amended Highmark Subdivision with its future communication needs. In response to the request for a commitment to serve, CenturyLink will work with Murray Family Holdings LLC on determining what the needs will be. Upon such determination, CenturyLink will undertake an analysis of the construction required and the cost to complete that construction. It is only at that point, and given the prevailing Terms and Conditions of the Local Terms of Service that CenturyLink will make a determination whether it can or cannot provide service.

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

If there are any further questions, or if I can be of any help, please do not hesitate to call me on telephone number 385 244-5449 I will work with you on the requirements.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Libert", written over a horizontal line.

Jason Libert  
Engineer II

December 11, 2014

MURRAY FAMILY HOLDINGS LLC  
1907 N 400 W  
CENTERVILLE, UTAH 84014

Dear Dan Murray

*Re: Natural Gas Service Availability Letter*

Natural gas can be made available to serve the AMENDED HIGHMARK SUBDIVISION development when the following requirements are met:

1. Developer provides plat maps, drawings, construction schedules, average size of homes, units, and/or buildings that will be served by natural gas, and any and all other relevant information regarding commercial and residential uses, including but no limited to, proposed natural gas appliances (number and type of appliances per unit, homes, building).
2. Review and analysis by Questar Gas' Engineering and/or Pre-Construction Department to determine load requirements. System reinforcement requirements and estimated costs to bring natural gas to the development.
3. Address & street name.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Comeau". The signature is fluid and cursive, with a large initial "R" and "C".

Robert Comeau  
Pre-Construction Representative



December 11, 2014

To whom it may concern,

This letter is to verify that Comcast service is available to Highmark Subdivision Amended located at South Weber Dr./ Frontage Rd., South Weber, UT. Comcast will generally provide all materials and labor to provide broad band services from the property line to the point of service, in a trench provided by the property owner. The cost of installation, construction and provision of cable, internet and voice service will be part of the contract negotiations with the Owner of the Property or a designated representative. **This letter is not to be considered a contract or guarantee of service.** Furthermore, all permits, licenses and rights of access must be provided by the Owner prior to any provision of services.

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

Please contact me Greg Miller at 801-401-3017 before opening utility trenches. We look forward to working with you on this Project; please feel free to contact me at 801-401-3017 with any questions or concerns.

Sincerely,



---

Greg Miller  
Comcast Cable  
801 401-3017 office  
801 255-2711 fax  
1350 E Miller Avenue  
Salt Lake City, Utah 84106

# **SOUTH WEBER WATER IMPROVEMENT DISTRICT**

7924 S. 1900 E.  
South Weber, UT 84405  
Phone (801) 475-4749  
Fax (801) 475-0508  
Emergency (801) 510-8073  
Maintenance  
Rorie Stott (801) 336-8951

**BOARD DIRECTORS**  
Ferrin Calder 479-4475  
Owen Cash 479-7858  
Jan Ukena 479-8749  
Jeffery Monroe 479-5213  
Leslie Waters 479-6634

To: South Weber City,

The South Weber Water Improvement District will furnish secondary water to the Highmark Subdivision lots 1 & 2. Subject to the following conditions and requirements by the Water District:

1. Purchase water for the 3.5 acres
2. Routing of secondary water lines

DATED this 6 day of January 2015

Thank you,

South Weber Water Improvement District

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

**FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

*This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.*

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

---

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

**First American Title Insurance Company**

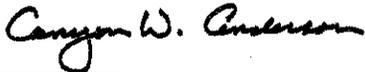


Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

Backman Title  
Services, Ltd.  
167 East 6100 South  
Murray, UT 84107

By:   
Authorized Countersignature

(This Commitment is valid only when Schedules A and B are attached)  
Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use.  
All other uses are prohibited. Reprinted under license from the American Land Title Association.

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

**SCHEDULE A**

Order Number: **6-060893 (Revised No. 1)**

1. Effective date: **August 21, 2014 at 7:45 a.m.**

2. Policy or Policies to be issued:	Amount of Insurance
(a) ALTA Owner's (6-17-06)	<b>\$400,000.00</b>

Proposed Insured:

**Murray Family Holdings, LLC**

(b) ALTA Loan (6-17-06)	\$
-------------------------	----

Proposed Insured:

**Cash Transaction**

(c) ALTA Loan	\$
---------------	----

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is

**Fee Simple**

4. Title to the fee simple estate or interest in said land is at the effective date hereof vested in:

**Savage Companies, a Utah Corporation**

5. The land referred to in this Commitment is in the State of Utah, County of **Davis** and is described as follows:

SEE ATTACHED LEGAL DESCRIPTION.

Purported Address:

**2543 East South Weber Drive  
South Weber, Utah 84405**

**STATEMENT OF CHARGES**

These charges are due and payable before a Policy can be issued.

<b>Owners Premium</b>	<b>\$1,866.00</b>
<b>Lenders Premium</b>	<b>\$</b>

## **SCHEDULE A**

Order Number: **6-060893**

### LEGAL DESCRIPTION

**Lot 2, Highmark Subdivision**, according to the official plat thereof on file and of record in the office of the **Davis** County Recorder.

Parcel No.: **13-292-0002**

## SCHEDULE B – SECTION 1

Order Number: 6-060893

### REQUIREMENTS

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

TO-WIT:

NOTICE TO APPLICANT: The land covered herein may be serviced by districts, service companies and/or municipalities, which assess charges for water, sewer, electricity and any other utilities, etc. which are not covered by this Commitment or insured under a title insurance policy.

NOTE: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same on request, if available, either with or without charge as appears appropriate.

NOTE: Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the Title Insurance Rules of the American Arbitration Association, a copy of which is available on request from the Company. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

1. OBTAIN AND RECORD a Warranty Deed from the vestees herein to the proposed insured.
2. OBTAIN AND RECORD a Trust Deed to secure your loan.
3. Upon Compliance with the Company's underwriting requirements, Items 1 – 8 on Schedule B-2 will be deleted on an ALTA Loan Policy.
4. Evidence to, and the approval by the company of the legal capacity and authority under which Savage Companies, a Utah Corporation intends to execute the contemplated transaction. Said evidence must be delivered to the Company prior to closing, and this commitment may be subject to additional requirements at that time.
5. A. A copy of the "articles of organization" of the Murray Family Holdings, LLC (and all amendments thereto) bearing the filing stamp of the office of the Utah Secretary of State.  
B. A copy of a duly executed "regulations" or "operating agreement" (and all amendments thereto) which contains the identity of all members and their voting percentages.  
C. A copy of any instrument appointing a manager or managers of the LLC.  
D. A written instrument signed by the members evidencing the consent to the proposed transaction by either a majority of the member interests or such greater percentage as may be required under the written operating agreement with specific authorizations for designated members or managers to execute all documents and perform all actions necessary to consummate the specific transaction.

6. Advise the company of any planned, newly commenced, or unfinished construction. If such exists, do the following:
  - a. Search the State Construction Registry for any filed Preliminary Notices and require any parties who have so filed to withdraw their notices if paid for work, then complete and sign the underwriter's Receipt of Payment in Full.
  - b. Collect the filing fee and file with the State Construction Registry a Notice of Construction Loan.
  - c. Issue an SCR Endorsement on the loan policy.

Your Order has been assigned to **Jim Crockatt** for full service escrow at **167 East 6100 South, Murray, Utah 84107**. For any escrow/closing questions please call **(801) 561-2089**, or email [jcrockatt@backmantitle.com](mailto:jcrockatt@backmantitle.com).

Please forward all electronic loan/closing documents to [loandocs@backmantitle.com](mailto:loandocs@backmantitle.com).

Please direct any title inquiries concerning this commitment to **Brad Lewis**.

NOTE: The following names have been checked for Judgments, Federal Tax Liens and Bankruptcies:

Savage Companies  
Murray Family Holdings, LLC

## SCHEDULE B – SECTION 2

Order Number: 6-060893

### EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency, which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public record.
2. Any facts, rights, interests or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents, or Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any adverse claim based upon the assertion that (a) Some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof; (b) The boundary of the land has been affected by a change in the course or water level of a navigable river or lake; (c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
9. Lien of taxes, not yet due and payable:

Year:	2014
Parcel No.:	13-292-0002
Prior year:	2013 Paid
Amount:	\$4,568.19
10. The land described herein is located within the boundaries of Davis County Taxing District No. 46, and is subject to any assessments levied thereby.
11. The land described herein is located within the boundaries of the Weber Basin Water District (771-1677), and is subject to any assessments levied thereby.
12. The land described herein is located within the boundaries of the South Weber City District (479-3177), and is subject to any assessments levied thereby.
13. The land described herein is located within the boundaries of the Central Weber Sewer (731-3011), and is subject to any assessments levied thereby.

14. Reservations in favor of the Grantor
  - Grantor: United States of America
  - Recorded: October 19, 1889
  - Entry No.: 4736
  - Book/Page: K/588
  - Wherein: Yet excluding and excepting from the transfer by these presents all mineral lands should any such be found to exist in the tracts described in the foregoing but this exclusion and exception according to the terms of the statute shall not be construed to include coal and iron lands.
15. Easement as delineated and/or dedicated on the recorded plat.
16. Subject to the Notes as shown on the official recorded plat.
17. Easement Deed and Agreement, including the terms and conditions thereof, but not limited to the following:
  - Between: South Weber City
  - And: The Savage Companies
  - Dated: May 27, 1992
  - Recorded: June 3, 1992
  - Entry No.: 975583
  - Book/Page: 1502/323
  - Providing: A 25 foot wide permanent easement and right of way for the installation, maintenance, repair or replacement of a sewer system pipeline through Savage's property; and also, Waiver of main sewer connection charge should Savage develop it's property
18. Restrictions, Conditions and Easements as reserved by Final Order of Condemnation:
  - Recorded: November 13, 2003
  - Entry No.: 1931798
  - Book/Page: 3416/192
19. Easement, and the terms and conditions thereof:
  - Grantee: Jane M. Poll and her successor trustees, as Trustees of the Jane M. Poll Trust
  - Recorded: November 22, 2011
  - Entry No.: 2628573
  - Book/Page: 5404/281
  - Purpose: Easement for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground secondary water lines and all necessary or desirable accessories and appurtenances thereto
  - Area Affected: Northerly and Westerly portions
20. The terms and conditions of that certain Developer's Subdivision Agreement with South Weber City:
  - Recorded: December 5, 2011
  - Entry No.: 2630649
  - Book/Page: 5411/573
21. Any unrecorded leases and/or assignments thereof.
22. Shared driveway along the Westerly boundary and any agreement(s) for the use and maintenance thereof.

## SCHEDULE C

Order Number: **6-060893**

### Chain of Title

According to Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows:

<u>Document Name</u>	<u>Recording Date</u>	<u>Entry No.</u>	<u>Book</u>	<u>Page</u>
NONE				

## PRIVACY POLICY

*First American Title Insurance Company*

### WE ARE COMMITTED TO SAFEGUARDING CUSTOMER INFORMATION

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

### APPLICABILITY

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

### TYPES OF INFORMATION

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

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

### USE OF INFORMATION

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

### FORMER CUSTOMERS

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

### CONFIDENTIALITY AND SECURITY

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

**Property Owners within 300 of Highmark Subdivision**  
December 15, 2014

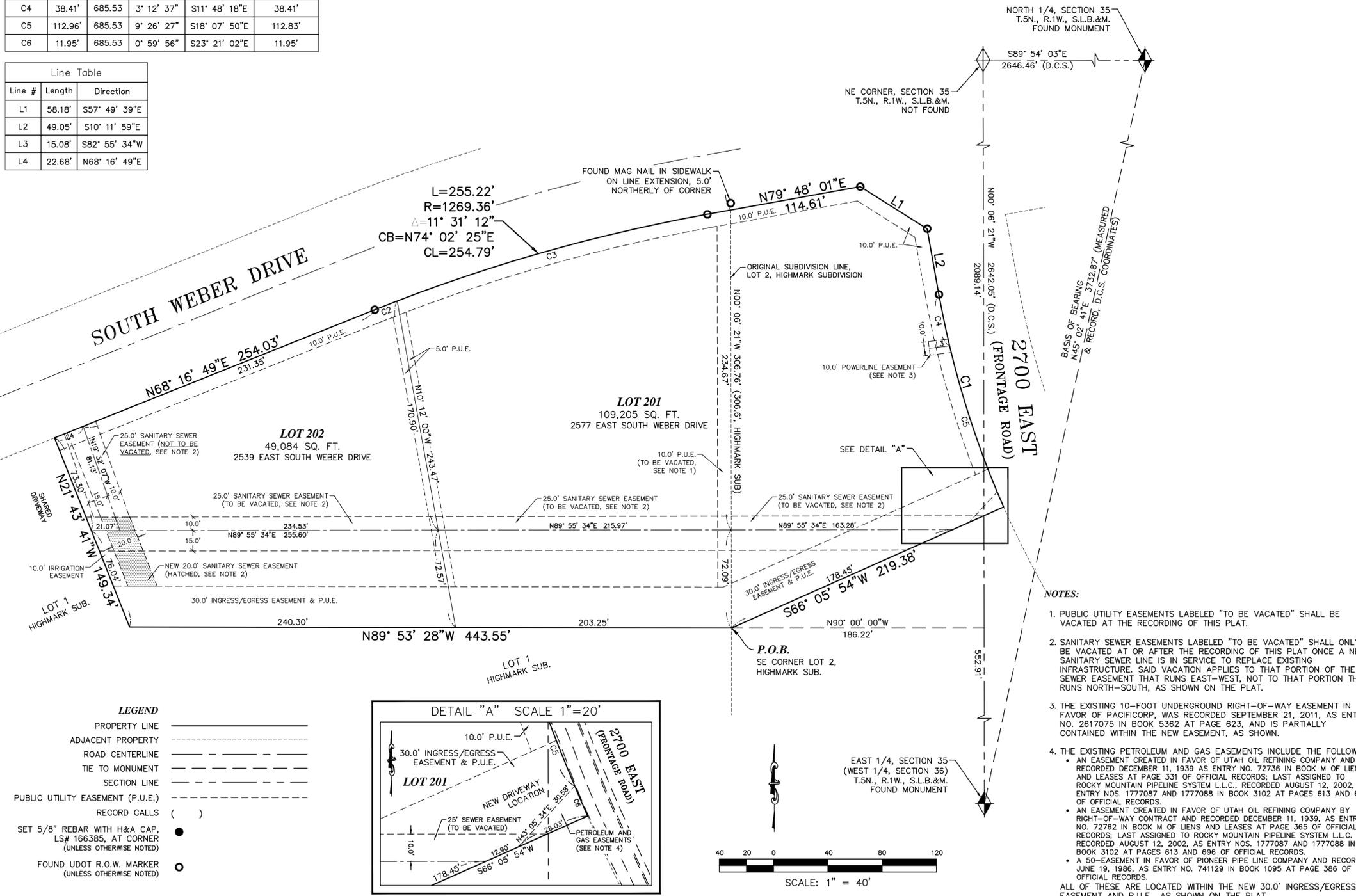
Parcel ID	Name	Address	City	State	Zip
13-036-0094	Alan & Brianna L Travieso	2469 East 7800 South	South Weber	Utah	84405
13-036-0020	Allan & Lori Poll	2555 East 7800 South	South Weber	Utah	84405
13-034-0021	Douglas W and Diane L Austin, Trustee	1550 East 7800 South	South Weber	Utah	84405
13-036-0098	Edward L & Joan Poll, Trustee	2525 East 7800 South	South Weber	Utah	84405
13-036-0069	Farrell Don & Sherry Lee Poll	2316 East 7800 South	South Weber	Utah	84405
13-036-0095	Gardeners Grove LLC	5617 South 1475 East	Ogden	Utah	84403
13-034-0024	Gary E & Sharon Girres	2540 East 7800 South	South Weber	Utah	84404
13-034-0060	Jane M Poll, Trustee	2310 East 7800 South	South Weber	Utah	84405
13-034-0022	Kim M & Susan W Westbroek	2560 East 7800 South	South Weber	Utah	84405
13-034-0018	Mark C Fernellius	2470 East 7800 South	South Weber	Utah	84405
13-034-0059	Mark C Fernellius	2470 East 7800 South	South Weber	Utah	84405
13-034-0058	Mark C Fernellius	2470 East 7800 South	South Weber	Utah	84405
13-036-0065	Mark C Fernellius	2470 East 7800 South	South Weber	Utah	84405
13-127-0002	Mark C Fernellius	2470 East 7800 South	South Weber	Utah	84405
13-127-0001	Mark C Fernellius	2470 East 7800 South	South Weber	Utah	84405
13-034-0023	Mark C Fernellius	2470 East 7800 South	South Weber	Utah	84405
13-034-0044	Murray Famil Holdings, LLC	1907 North 400 West	Centerville	Utah	84014
13-034-0051	Murray Family Holdings, LLC	1907 North 400 West	Centerville	Utah	84014
13-036-0015	Peggy Marlen Bon, Trustee	2485 East 7800 South	South Weber	Utah	84405
13-036-0081	Randy & Susan Schreifels	2505 East 7800 South	South Weber	Utah	84405
13-039-0014	Shalee A Schreifels	2610 East 7800 South	South Weber	Utah	84405
13-034-0038	South Weber City	1600 East South Weber Drive	South Weber	Utah	84405
13-036-0017	South Weber City	1600 East South Weber Drive	South Weber	Utah	84405
13-039-0055	South Weber Development Partners, LLC	8271 South 2600 East	Ogden	Utah	84405
13-034-0053	Staker and Parsons Companies/ C/O Dak	P.O. Box 3429	Ogden	Utah	84409
13-034-0047	Staker and Parsons Companies/ C/O Dak	P.O. Box 3429	Ogden	Utah	84409
13-036-0002	Vinko & Michelle H Fatovic	2575 East 7800 South	South Weber	Utah	84405

# HIGHMARK SUBDIVISION 1st AMENDMENT

AMENDING LOT 2, HIGHMARK SUBDIVISION  
 LOCATED IN THE NORTHEAST QUARTER OF SECTION 35, AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN  
 SOUTH WEBER CITY, DAVIS COUNTY, UTAH  
 FEBRUARY 2015

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	163.32'	685.53	13° 39' 01"	S17° 01' 30"E	162.94'
C2	17.68'	1269.36	0° 47' 53"	N68° 40' 45"E	17.68'
C3	237.54'	1269.36	10° 43' 19"	N74° 26' 21"E	237.20'
C4	38.41'	685.53	3° 12' 37"	S11° 48' 18"E	38.41'
C5	112.96'	685.53	9° 26' 27"	S18° 07' 50"E	112.83'
C6	11.95'	685.53	0° 59' 56"	S23° 21' 02"E	11.95'

Line #	Length	Direction
L1	58.18'	S57° 49' 39"E
L2	49.05'	S10° 11' 59"E
L3	15.08'	S82° 55' 34"W
L4	22.68'	N68° 16' 49"E



## SURVEYOR'S CERTIFICATE

I, VON R. HILL, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 166385 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HERETH AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS HIGHMARK SUBDIVISION 1st AMENDMENT AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN.

DATE \_\_\_\_\_ UTAH SURVEYOR NO. 166385

## BOUNDARY DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, HIGHMARK SUBDIVISION, SAID POINT BEING NORTH 00°06'21" WEST 552.91 FEET ALONG THE SECTION LINE AND NORTH 90°00'00" WEST 186.22 FEET FROM THE EAST QUARTER CORNER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°53'28" WEST 443.55 FEET ALONG THE LOT LINE; THENCE NORTH 21°43'41" WEST 149.34 FEET ALONG THE LOT LINE TO THE SOUTH RIGHT-OF-WAY LINE OF SOUTH WEBER DRIVE; THENCE NORTH 68°16'49" EAST 254.03 FEET ALONG SAID SOUTH LINE TO A TANGENT POINT ON A 1269.36-FOOT RADIUS CURVE TO THE RIGHT; THENCE EASTERLY 255.22 FEET ALONG SAID CURVE, AND SAID SOUTH LINE THROUGH A CENTRAL ANGLE OF 11°31'12", CHORD BEARS NORTH 74°02'25" EAST 254.79 FEET; THENCE NORTH 79°48'01" EAST 114.61 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 57°49'39" EAST 58.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF A FRONTAGE ROAD; THENCE SOUTH 10°11'59" EAST 49.05 FEET ALONG SAID WEST LINE TO A TANGENT POINT ON A 685.53-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY 163.32 FEET ALONG SAID CURVE AND SAID WEST LINE THROUGH A CENTRAL ANGLE OF 13°39'01", CHORD BEARS SOUTH 17°01'30" EAST 162.94 FEET; SOUTH 66°05'54" WEST 219.38 FEET TO THE POINT OF BEGINNING.

CONTAINS 3.634 ACRES.

## OWNER'S DEDICATION

WE, THE UNDERSIGNED, OWNERS OF THE HEREON-DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS, AS SHOWN ON THIS PLAT, AND NAME SAID TRACT OF LAND HIGHMARK SUBDIVISION 1st AMENDMENT AND HEREBY DEDICATE, GRANT AND CONVEY TO SOUTH WEBER CITY, DAVIS COUNTY, UTAH ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS AND PARCELS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO DEDICATE TO SOUTH WEBER CITY THOSE CERTAIN STRIPS AS EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE PURPOSES, AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE, AS MAY BE AUTHORIZED BY SOUTH WEBER CITY.

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

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

## CORPORATE ACKNOWLEDGMENT

ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ THERE PERSONALLY APPEARED BEFORE ME, \_\_\_\_\_, WHO BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE \_\_\_\_\_ OF \_\_\_\_\_ COMPANY AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION, AND HE/SHE ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

NOTARY PUBLIC: \_\_\_\_\_  
 RESIDENCE: \_\_\_\_\_  
 MY COMMISSION EXPIRES: \_\_\_\_\_

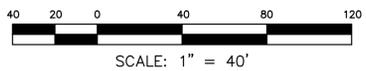
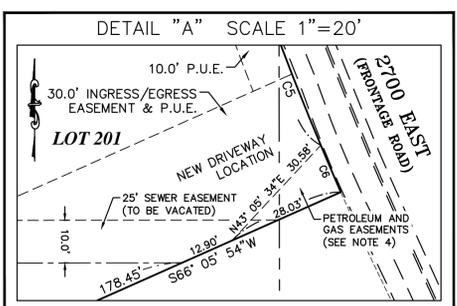
## CORPORATE ACKNOWLEDGMENT

ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ THERE PERSONALLY APPEARED BEFORE ME, DR. BENTLY MCENTIRE, WHO BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE CHAIRPERSON OF HIGHMARK CHARTER SCHOOL, A NON-PROFIT CORPORATION, AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION, AND HE/SHE ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

NOTARY PUBLIC: \_\_\_\_\_  
 RESIDENCE: \_\_\_\_\_  
 MY COMMISSION EXPIRES: \_\_\_\_\_

- NOTES:
- PUBLIC UTILITY EASEMENTS LABELED "TO BE VACATED" SHALL BE VACATED AT THE RECORDING OF THIS PLAT.
  - SANITARY SEWER EASEMENTS LABELED "TO BE VACATED" SHALL ONLY BE VACATED AT OR AFTER THE RECORDING OF THIS PLAT ONCE A NEW SANITARY SEWER LINE IS IN SERVICE TO REPLACE EXISTING INFRASTRUCTURE. SAID VACATION APPLIES TO THAT PORTION OF THE SEWER EASEMENT THAT RUNS EAST-WEST, NOT TO THAT PORTION THAT RUNS NORTH-SOUTH, AS SHOWN ON THE PLAT.
  - THE EXISTING 10-FOOT UNDERGROUND RIGHT-OF-WAY EASEMENT IN FAVOR OF PACIFICORP, WAS RECORDED SEPTEMBER 21, 2011, AS ENTRY NO. 2617075 IN BOOK 5362 AT PAGE 623, AND IS PARTIALLY CONTAINED WITHIN THE NEW EASEMENT, AS SHOWN.
  - THE EXISTING PETROLEUM AND GAS EASEMENTS INCLUDE THE FOLLOWING:
    - AN EASEMENT CREATED IN FAVOR OF UTAH OIL REFINING COMPANY AND RECORDED DECEMBER 11, 1939 AS ENTRY NO. 72736 IN BOOK M OF LIENS AND LEASES AT PAGE 331 OF OFFICIAL RECORDS; LAST ASSIGNED TO ROCKY MOUNTAIN PIPELINE SYSTEM L.L.C., RECORDED AUGUST 12, 2002, AS ENTRY NOS. 1777087 AND 1777088 IN BOOK 3102 AT PAGES 613 AND 696 OF OFFICIAL RECORDS.
    - AN EASEMENT CREATED IN FAVOR OF UTAH OIL REFINING COMPANY BY RIGHT-OF-WAY CONTRACT AND RECORDED DECEMBER 11, 1939, AS ENTRY NO. 72762 IN BOOK M OF LIENS AND LEASES AT PAGE 365 OF OFFICIAL RECORDS; LAST ASSIGNED TO ROCKY MOUNTAIN PIPELINE SYSTEM L.L.C. AND RECORDED AUGUST 12, 2002, AS ENTRY NOS. 1777087 AND 1777088 IN BOOK 3102 AT PAGES 613 AND 696 OF OFFICIAL RECORDS.
    - A 50-EASEMENT IN FAVOR OF PIONEER PIPE LINE COMPANY AND RECORDED JUNE 19, 1986, AS ENTRY NO. 741129 IN BOOK 1095 AT PAGE 386 OF OFFICIAL RECORDS.
 ALL OF THESE ARE LOCATED WITHIN THE NEW 30.0' INGRESS/EGRESS EASEMENT AND P.U.E., AS SHOWN ON THE PLAT.

- LEGEND
- PROPERTY LINE \_\_\_\_\_
  - ADJACENT PROPERTY \_\_\_\_\_
  - ROAD CENTERLINE \_\_\_\_\_
  - TIE TO MONUMENT \_\_\_\_\_
  - SECTION LINE \_\_\_\_\_
  - PUBLIC UTILITY EASEMENT (P.U.E.) \_\_\_\_\_
  - RECORD CALLS ( )
  - SET 5/8" REBAR WITH H&A CAP, LS# 166385, AT CORNER (UNLESS OTHERWISE NOTED) ●
  - FOUND UDOT R.O.W. MARKER (UNLESS OTHERWISE NOTED) ○



**H HILL & ARGYLE, Inc.**  
 Engineering and Surveying  
 181 North 200 West, Suite #4, Bountiful, Utah 84010  
 (801) 298-2236 Phone, (801) 298-5983 Fax  
 PROJECT 14-369 01/26/15 02/23/15  
 02/04/15

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

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

**CITY ENGINEER'S APPROVAL**  
 APPROVED BY THE SOUTH WEBER CITY ENGINEER ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

SOUTH WEBER ENGINEER \_\_\_\_\_

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

CHAIRPERSON \_\_\_\_\_

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

ATTORNEY \_\_\_\_\_

**DAVIS COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
 FILED FOR RECORD AND RECORDED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_  
 AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF \_\_\_\_\_  
 COUNTY RECORDER: \_\_\_\_\_  
 BY: \_\_\_\_\_ DEPUTY



## STAFF MEMO

To: Planning Commission

From: Elyse Greiner, Deputy Recorder

Re: Ordinances, Land Use Training, and Reports

Date: Friday, February 20, 2015

### **Agenda Items:**

The City is considering three ordinance amendments. The first deals with building height restrictions, which would be applicable in all zones. The second deals with the size and height allowances of highway oriented signs. The third ordinance amendment deals with the proximity of the sale of alcohol to public buildings. Drafts for two of the amendments are enclosed in the packet.

The Planning Commission is receiving land use training. The training, "The Role of the Planning Commission," is available on the Utah Local Governments Trust's website at <http://www.utahtrust.gov/webinars/>. This segment will conclude the Commission's webinar training.

Duncan Murray, City Manager, will report on the City Council Summit that occurred January 30-31, 2015.

The packet also contains information provided by Brent Poll, South Weber Coalition. There will not be any discussion or action on it, it has simply been provided to the Commissioners per request.

## PROPOSED SOUTH WEBER ZONING ORDINANCE AMENDMENT

January 15, 2015

It is proposed that Section 10-1-10 Definitions (Building, Height Of) be amended as shown below. The crossed out text is the existing language and the red text is proposed.

BUILDING, HEIGHT  
OF:

The vertical distance from ~~any finished surface grade to the highest point of any roof or coping~~ **the average finished grade at the building wall to the highest point of a flat roof; or to the deck line of a mansard roof; or the mean height level between eaves and ridge for gable, hip or gambrel roofs. The average finish grade is determined by averaging the highest and the lowest points along the foundation wall exclusive of recessed entries that are less than ten feet (10') wide.**

## PROPOSED SOUTH WEBER ZONING ORDINANCE AMENDMENT

February 20, 2015

It is proposed that Section 10-9-4E be amended as shown below. The crossed out text is the existing language and the red text is proposed.

- A. Class 5: Signs meeting the following specifications and conditions shall constitute class 5:
1. Sign Type: Business, identification, political, property, service and temporary subdivision.
  2. Structural Type: Flat, ground, pole, projecting, roof, temporary and window.
  3. Lighted Type: Direct and indirect lighted.
  4. Maximum Number And Size: The maximum number and total area allowed shall be according to the following regulations:
    - a. Flat Signs: There is no maximum on the number of such signs. The total area of all such signs on the primary or main walls or facades facing the street shall be limited to ten percent (10%) of the wall or facade to which the sign is attached. The total area of all such signs on secondary walls or facades shall be limited to five percent (5%) of the wall or facade area to which the sign is attached.
    - b. Ground And Pole Signs: One ground or pole sign per street frontage per business is allowed with a maximum area of ~~thirty (30)~~ sixty (60) square feet plus ~~two (2) square feet of sign area per ten (10)~~ **one (1) square foot per five (5)** linear feet of frontage on the street to which the sign is oriented. If the sign is on a corner lot and is placed so that it orients to both streets, then one sign is allowed with a maximum area of ~~sixty (60)~~ **one hundred twenty (120)** square feet plus ~~two (2) square feet per ten (10)~~ **linear feet one (1) square foot per five (5) lineal feet** of frontage on both streets. The absolute maximum area of any ground or pole sign for a single business is ~~two hundred (200) square~~ **three hundred (300) square feet** except as noted in subsection E4c of this section. Where two (2) or more businesses are located within the same structure or in very close proximity in a commercial center type arrangement, ground and pole signs are limited to one sign per commercial center. That sign shall be for the purpose of identifying all businesses within the commercial center and shall have a maximum area of ~~fifty (50)~~ **one hundred (100)** square feet plus ten (10) square feet per business identified on the sign with an absolute maximum area three hundred (300) square feet except as noted in subsection E4c of this section.
    - c. Pole Signs Within Four Hundred Feet Of Interstate 84 Or Highway 89: Pole signs that are located within ~~four hundred feet (400')~~ **six hundred (600')** of Interstate 84 and Highway 89 and are oriented toward either of those highways shall be allowed a fifty percent (50%) increase in the sign area specified in subsection E4b of this section.

- d. Projecting Signs: One projecting sign per business is allowed with a maximum area of four (4) square feet per business.
  - e. Temporary Signs: There shall be no maximum number, but the total area allowed shall be a maximum of five percent (5%) of the area of the primary wall or facade facing the street for each business.
    - a. Time Limit: Temporary signs may be displayed for a maximum period of sixty (60) days.
  - f. Window Signs: Window signs shall be limited to twenty five percent (25%) of the window area of the primary wall or facade of the building.
5. Location: Anywhere on the property, unless otherwise noted in this chapter.
6. Maximum Height: Twenty five feet (25'), unless it is a flat sign attached to or painted on the building, in which case the maximum height shall be the same as the maximum height of structures allowed in the zone, or unless the property on which the business is located is within ~~four hundred feet (400')~~ **six hundred feet (600')** of Interstate 84 or Highway 89 in which case the maximum height shall be ~~forty feet (40')~~ **one hundred feet (100')**.

# South Weber Coalition

Trustees:  
Lynn Poll  
Sondra Poll  
Brent Poll

Technical Adviser  
Dr. John Carter



6 Feb 2015

City Council  
City of South Weber  
1600 E. South Weber Drive  
South Weber, Utah 84405

RECEIVED

FEB 10 2015

Per \_\_\_\_\_

Subject: Rezone Application #2015-01  
Jeff Monroe for Warren Reynolds

Dear City Council,

We recommend disapproval of the subject rezone application. If approved, new residents there would have substantially higher-levels of risk to exposures from the Base's migrating pollution than residents outside areas so threatened. The following is a brief history of the serious threat to the subject site.

- I. **This property is less than one-half mile (downhill) from leaking Superfund sites on Hill Air Force Base. Millions of gallons of a wide variety of dangerous chemicals and countless tons of toxic heavy metals were dumped "all along the hillside" above the South Weber valley. Inordinately wet seasons in the mid-1980s flushed much of this off-Base. Studies at the time showed citizens (in the South Weber Elementary School) that this migration was widely evident throughout the west-end of our city with some flowing into the Weber River.**
- II. **As detailed in our ninety quarterly TAG reports to EPA, with copies provided to the City, our Coalition has reported on the 'progress' (or lack thereof) in remediating the pollution at issue. The latest official development from UDEQ/EPA/HAFB was the mandated 2013 Five-Year review (FYR). Our Coalition's input into this review process, based on all information deemed releasable to the public, was that the Base's primary remedial choice [Monitored Natural Attenuation (MNA)] was an abject failure based on the projections made when its selection was announced in the 1998 ROD for OU1. The 2013 Five-Year review documented that the Superfund sites above our valley would require continued testing and oversight for decades to come.**
- III. **Most recently: (a) Present and past city officials still erroneously cite plume maps as limits or boundaries to the Base's migrating pollution, and as authoritative devices for making land-use decisions. (b) A Federal District Judge ruled 13 Jan 2015 (Waverly View Investors LLC vs. United States of America) that some Federal facilities, military installations particularly, are not obligated to actually 'cleanup' the pollution they generated. Special provisions approved by Congress, through CERCLA and its derivatives, makes this a "discretionary government function" (DGF) for them, and (c) the Air Force, through the Pentagon, claimed that it had special privileges and exemptions to withhold information from the public regarding its pollution flowing into our valley from Hill AFB.**

When considering a rezone to higher density for property threatened by a leaking Superfund site, City officials should question when, and by whom, will future residents be protected from those threats. For instance:

#### A. Hill AFB

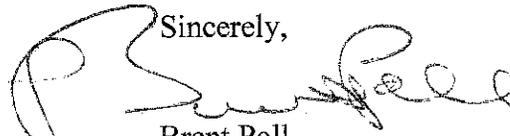
The 1998 ROD for Operable Unit One (OU1) shows that it considered more than a half-dozen options to 'cleanup' this polluted site. Removal and destruction of the pollution at issue was justifiably rated as the most protective of the public, but also many times more expensive (approximately a quarter billion dollars more) than the Base's ultimate remedial selection of MNA. However, as documented in our quarterly TAG reports and other communications to EPA, UDEQ, and HAFB, MNA was never intended for application in areas such as our valley. MNA also failed to comply with the remedial commitment described in the 1998 ROD for OU1.

Although huge amounts of pollution were already flushed off-Base in the 1980s as explained in the above background section, the 1998 ROD remedial selection promised to preclude further migration from the sources. Subsequent FYR reviews, however, acknowledged that this promise too was broken. The sources leak. Our Technical Adviser's studies (copies provided to the City) accurately predicted those failures. He concluded that the Base cannot reliably define the locations of all the pollution it generated affecting our valley. The only certainty is that this pollution was dumped along our southern hillside, and will continue to leak and pose a serious health threat in our valley throughout the foreseeable future.

#### B. City of South Weber

- (1) Our City has a major problem with pollution. However, it has no jurisdiction over the pollution sources or the pathways through which the pollution migrates into our valley.
- (2) The City has land-use jurisdiction over all properties within its boundaries. It should disapprove all higher density zoning applications for threatened areas until the Base/EPA/UDEQ justify the removal of OUs 1, 2, and 4 from the NPL as active Superfund sites. This would remove new potential receptors from the mix. It would also satisfy the City's statutory obligations to safeguard the health and welfare of present and future residents in those areas.

Our primary differences with the Planning Commission's approval of this application are reflected on the attachment. Please let me know if you have any questions about this request or the attachment. Include a copy of both with the rezone application.

Sincerely,  
  
Brent Poll  
Executive Director

1 Attachment a/s

cc: Dr. Carter  
EPA  
HAFB  
UDEQ  
Davis School District

## Review of the 22 Jan 2015 Planning Commission Hearing

Planning Commissioner Hyde presided over an exchange of information, with Brent Poll opposing Rezone Application #2015-1, and former Mayor Jeff Monroe advocating for its approval. The following shows examples of claims in need of a factual premise (review audio of hearing):

Former Mayor Monroe:

- (1) **Claimed: The subject property was “out of the area” showed on the Base’s plume maps. Also, pollution had not progressed to this point (of the proposed rezone).**

Documented Fact: A 23 Sep 2013 Hill AFB response to a FOIA request proved that the Base had nothing to define “limits to risk from pollution migrating into the South Weber valley. This specifically included the plume maps again referenced by Mayor Monroe. This feedback from the Base was provided to the City of South Weber, and frequently referenced subsequently in public documents.

Pollution from the Base has been documented far north of the location at issue, and the logical pathway was that it traveled through shallow groundwater and an old slough system of which the subject property is a part.

- (2) **Claimed: EPA, in Mayor Monroe’s opinion, was a third party which was independent from our Coalition and Hill AFB. He believes this independence gave it increased credibility. Credibility he then gave to a comment from an unnamed EPA official at a RAB meeting. This official said EPA would shutdown development in South Weber if it had cause to believe the Base’s pollution warranted it.**

Documented Fact: EPA is not an independent player in regard to the Superfund site on Hill AFB. It, together with Hill AFB and Utah’s Division of Environmental Health (now UDEQ), signed a Federal Facilities Agreement (FFA) on 10 April 1991. This agreement was designed so all three would function as one unit with one voice regarding remedial efforts at the Base’s Superfund sites.

Events and money trails since this agreement show unity, but EPA and UDEQ with supporting roles. The Air Force funds and directs the sites' remediation. The two others normally (with a few exceptions) have a documented history of following the Base's lead sometimes with only clerical or editorial suggestions to enhance it. There are no reports of testing or other independent actions either by EPA or UDEQ.

Nowhere in the copious official Superfund records regarding the South Weber valley, have the three FFA participants offered anything resembling the assurances Mayor Monroe felt he received from the EPA official at a RAB meeting. In fact, all recent formal FYRs, to measure protectiveness of the Base's remedial choices, show that the threat of pollution will remain a concern for the subject property for decades to come.

**(3) Claimed: Dr. John Carter's (our Technical Adviser) 2 ½ hour presentation to the City Council several years ago concluded with him simply wanting "more wells" even "every five feet" if he had his way.**

Documented Fact: The City should have a copy of Dr. Carter's report. He earlier gave essentially the same one to a session of the Base's Restoration Advisory Board (RAB). The evidence and conclusions he provided indicated that Hill AFB was promoting indefensible arguments to minimize the scope of the migration of its pollution. Using the same data (and recognizing significant data gaps within it) Dr. Carter concluded that the Base's pollution was likely flowing under a much larger and deeper portion of the South Weber valley than acknowledged by the Base. No one has effectively rebutted his conclusions with field testing or any other empirical argument. Conversely, the Base's projections have often failed as noted in its own FYRs.

Dr. Carter is paid by our Coalition through an EPA grant, but we hired him for his expertise and the honest opinions he derives from applying it. It would be far better for us and the other residents of our valley if he had simply found that the Base was doing an outstanding job in safeguarding our health and welfare. However, his professional independent opinions have often been contrary to such a rose-colored outcome.

Feedback from across the country, from other TAG groups expressly relating to military installations, shows the following common experience: (a) First the military denies responsibility for its pollution, and (b) then it accepts it but tries to define it in the most diminutive terms possible. (c) Then it selects the

cheapest/most passive protective remedial alternative imaginable, and (d) drags even this inferior choice well beyond EPA guidelines for a reasonable/timely resolution of the pollution at issue.

**(4) Claimed: “Brent wants you” (Commissioners) to think “you’re a bad person” if you do this (approve this rezone).**

Fact: Good people sometimes make bad decisions. Putting future residents at risk with a higher density rezone is contrary to the primary requirement of the Commission (i.e., safeguarding the health and welfare of present and future residents).

We expect responsible decisions from the Planning Commission and City Council. This includes when the subject matter is copious, technical and controversial. Effective and determined research should even then produce a viable product. Convenient reliance instead on hearsay is never an alternative to such fact finding.

Rodney Westbroek

**(1) Claimed: Perry Homes did their own studies and found “tiny, tiny, tiny” amounts of pollution in the Canyon Meadows subdivision.**

Documented Fact: Where’s the evidence of those studies? Who specifically conducted them? What were they checking to find (i.e., chemicals, toxic heavy metals)? Were those tests for contaminated soils, polluted air, toxic water or all three of those? How were those tests conducted, i.e., how often were the samples safeguarded from cross contamination, etc.)?

Hearsay such as this has no value unless follow-up produces tangible evidence supporting it.

**(2) Claimed: Talked with a guy who worked for the State of Utah. Would not identify him by name, but said he claimed the “worst of the pollution went to the west and south of the Base” rather than into the South Weber valley.**

Documented Fact: Superfund records identify OU1 as the first, largest and highest priority of the Base’s polluted sites. Records of interviews, with those

actually disposing of the Base's pollution, showed it primarily being dumped "all along" the hillside above the South Weber valley. This included tank trucks full of chemicals and dump trucks full of toxic heavy metals. "Seas of drums" full of chemicals were located immediately above our elementary school. No other location, around the Base, received such wide varieties and high volumes of the Base's contaminated disposals.

Berman pond, by Highway 193 in Layton, too received a large amount of pollution. However, some other OUs on Base were so small in relative consequence that even finding the source for the contamination was difficult.

Part of a recent GRAMA request, addressed to UDEQ, asked for documentation of information provided to South Weber City officials. The communication at issue here would not be the first instance where a Base, EPA or State employee voiced a controversial opinion in direct contrast to the documented evidence endorsed by his/her employer. None of those, to date, have withstood basic scrutiny.

Delene Hyde

**Claimed: "We have to go on the information given" to the Commission.**

Documented Fact: Not necessarily. City ordinance 10.03.050 and 10.30.050 give the Commission "such powers as may be necessary to enable it to perform and promote municipal planning." Also, to request funds for planning assistance "with Council approval."

The on-going threat of pollution from Hill AFB is a major problem which our City has treated too casually. Our Coalition has been studying this matter for about 30 years. However, we soon learned it necessary to acknowledge our technical inadequacies. We then hired a technical adviser. We believe the \$20,000 the City spent on the gravel pit studies would have been put to a far better use if Delene Hyde had been asked to hire a technical expert to likewise help the City more capably address this problem.