



**RIVERDALE CITY PLANNING COMMISSION AGENDA
CIVIC CENTER - 4600 S. WEBER RIVER DR.
TUESDAY, OCTOBER 27, 2026**

5:30 p.m. – Planning Commission Work Session

The purpose of the work session is to review maps, plans, paperwork, conduct training, etc. No motions or decisions will be considered during this session, which is open to the public.

6:00 p.m. – Planning Commission Meeting (Council Chambers)

A. Welcome & Roll Call

B. Public Comment

This is an opportunity to address the Planning Commission regarding your concerns or ideas. Please try to limit your comments to three minutes. No action will be taken during public comment.

C. Presentations and Reports

1. Community Development Update

D. Consent Items

1. Consideration of Meeting Minutes from:
[October 13, 2026 Regular Meeting & Work Session](#)

E. Action Items

1. **Public hearing** to receive and consider public comments regarding a zoning map amendment to apply the Planned Development (PD) overlay to the property located at 690 W 4400 S for a proposed townhome development.
2. Motion to un-table and consideration to forward a recommendation to City council regarding a [zoning map amendment to apply the Planned Development \(PD\) overlay to the property located at 690 W 4400 S for a proposed townhome development.](#)
3. Motion to un-table and consideration to forward a recommendation to City Council regarding a [Site Plan approval and Development Agreement for the Riverside Flats Planned Development Subdivision located at 690 W 4400 S.](#)
4. **Public hearing** to receive and consider public comments regarding:
 - a. **General Plan Amendment.** Amend the Future Land Use Map designation from Detached Residential to Commercial for approximately .90 acres constituting a portion of the property located at the corner of 1500 W and Ritter Drive, Riverdale, Utah (Weber County parcel no. 085050004).
 - b. **Zoning Map Amendment and Preliminary Commercial Development Plan.** Rezone a 1.33-acre property located at 1500 W and Ritter Drive (parcel 085050004) to modify the property's zoning from A-1 (Agricultural) to CP-3 (Regional Commercial) (approximately .90-acre portion) and R-1-6 (Single Family Residential) (approximately .43-acre portion)

5. Consideration to forward a recommendation to City Council regarding a General Plan amendment to modify the Future Land Use Map designation from Detached Residential to Commercial for approximately .90 acres constituting a portion of the property located at the corner of 1500 W and Ritter Drive, Riverdale, Utah (Weber County parcel no. 085050004).
6. Consideration to forward a recommendation to City Council regarding a rezone of a 1.33-acre property located at 1500 W and Ritter Drive (parcel 085050004) to modify the property's zoning from A-1 (Agricultural) to CP-3 (Regional Commercial) (approximately .90-acre portion) and R-1-6 (Single Family Residential) (approximately .43-acre portion)
7. Consideration to forward a recommendation to City Council for approval of a Rural Communities Opportunity Grant application for the StringTown Flex project, requesting \$600,000 in grant funding and authorizing \$150,000 in matching funds.

F. Comments

1. Planning Commission
2. City Staff

G. Adjournment

In compliance with the Americans with Disabilities Act, persons in need of special accommodation should contact the City Offices (801) 394-5541 at least 48 hours in advance of the meeting.

Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted on this 22nd day of October 2026 at the following locations: 1) Riverdale City Hall Noticing Board 2) the City website at <http://www.riverdaleutah.gov/> and 3) the Public Notice Website: <http://www.utah.gov/pmn/index.html>.

Michelle Marigoni
Riverdale City Recorder

Minutes of the **Work Session** of the Riverdale City **Planning Commission** held Tuesday October 13, 2026 at 5:30 p.m., at the Civic Center, 4600 S Weber River Dr, Riverdale City, Weber County, Utah.

Present:

Commissioners:	Rikard Hermann, Chair Jason Francis, Commissioner Alan Bowthorpe, Commissioner Laura Hilton, Commissioner Cody Hansen, Commissioner
City Employees:	Brandon Cooper, Community Development Director Michelle Marigoni, City Recorder
Excused:	Colleen Henstra, Vice Chair Melissa Carey, Commissioner
Visitors:	

The Planning Commission Work Session began at 5:34 p.m. Commissioner Hermann welcomed everyone to the meeting. He stated for the record that all members of the Planning Commission were present except Commissioners Henstra and Carey, who were excused. Commissioner Francis was expected to arrive late. Members of the city staff were also present.

Chair Hermann turned the time over to Mr. Cooper, who reported there will be a public open house on October 24th with Mike Hansen about the Title 10 update and neighborhood plans.

Mr. Cooper went over the agenda for the regular meeting, noting that three of the items (Riverside Flats) may benefit from being tabled until the next meeting in order for a public hearing to be held, but that he would go over all of the information in the regular meeting. A public hearing will also need to be set for a zoning map amendment to apply the Planned Development overlay to the property at 690 W 4400 S.

Commissioners briefly discussed changing the order of the agenda.

There was one change to the minutes, as the list of attendees did not match the Welcome and Roll Call section.

Adjournment

As there was no further business to discuss, the Planning Commission Work Session adjourned at 6:00 p.m.

Date Approved:

Minutes of the **Regular Session** of the Riverdale City **Planning Commission** held Tuesday, October 13, 2026, at 6:00 p.m., at the Civic Center, 4600 S Weber River Drive., Riverdale City, Weber County, Utah.

Present:

Commissioners:	Rikard Hermann, Chair Colleen Henstra, Vice Chair Alan Bowthorpe, Commissioner Laura Hilton, Commissioner Jason Francis, Commissioner Melissa Carey, Commissioner Cody Hansen, Commissioner
City Employees:	Brandon Cooper, Community Development Director Michelle Marigoni, City Recorder
Excused:	Commissioner Henstra Commissioner Carey
Visitors:	Spencer Hymas Brent Malili

A. Welcome & Roll Call

The Planning Commission Meeting began at 6:03 p.m. Commissioner Hermann welcomed everyone to the meeting and stated for the record that all members of the Planning Commission were present except for Commissioners Henstra and Carey. Members of the city staff were also present.

Commissioner Hermann expressed condolences on behalf of the Planning Commission for the Bird family following a tragic home fire that took the lives of four children and a father and expressed gratitude for community support.

B. Public Comment

Commissioner Henstra opened the floor for public comments. There was no public comment.

C. Presentations and Reports

1. Community Development Update

Mr. Cooper presented the Community Development Update regarding ongoing code and general plan updates. He announced that a public open house will be held on October 24, 2026, in the lobby of the Riverdale Civic Center to allow residents to review proposed general plan changes.

He explained that these updates specifically define individual neighborhoods, outline their unique characteristics, and establish localized neighborhood plans as subsets of the overall general plan. Information regarding the open house will be distributed across city social media channels. Commissioner Hansen suggested adding the statement, "The new general plan will define your neighborhood," to the informational flyers and outreach materials, which Mr. Cooper agreed to incorporate.

Consent Items

1. Consideration of Meeting Minutes from:

September 22, 2026 Work Session & Regular Meeting

The Planning Commission reviewed the draft minutes from the September 22, 2026 Work Session and Regular Meeting. It was noted that a correction was required regarding roll call attendance, as Commissioner Carey was present at that meeting while others were absent.

MOTION: Commissioner Bowthorpe moved to approve the consent items with the correction. Commissioner Hilton seconded the motion. There was not any discussion regarding this motion, which passed unanimously in favor.

D. Action Items

1. Consideration to set a public hearing to consider a general plan amendment and a rezone request for the Schwab Property located at the corner of 1500 W and Ritter Drive

Mr. Cooper introduced the item to schedule public hearings for a general plan amendment and rezone request for the Schwab Property, as well as a zoning map amendment applying the Planned Development overlay to 690 West 4400 South. Commissioner Hermann opened the floor for discussion on setting the hearing date. Hearing no discussion, a motion was entertained.

MOTION: Commissioner Hansen moved to set a public hearing on October 27 to consider 1) a general plan amendment and a rezone request for the Schwab Property located at the corner of 1500 W and Ritter Drive and 2) a zoning map amendment to apply the Planned Development overlay to the property located at 690 West 4400 South.

Commissioner Francis seconded the motion. There was not any discussion regarding this motion, which passed unanimously in favor.

2. Consideration to forward a recommendation to City Council for approval of a proposed Bank of America Site Plan located at 1055 West Riverdale Road

Mr. Cooper presented the site plan application for the property formerly occupied by Speedway gas station at 1055 West Riverdale Road, located in a C-3 Regional Commercial zone. The site is currently vacant with the canopy and fuel tanks removed, and Bank of America proposes to demolish the existing structure and construct a new branch building with a single ATM drive-lane. He noted that the site previously contained five access driveways across two state roads, which will be reduced to two fully restricted right-in/right-out access driveways (one on Riverdale Road and one on 1050 West), avoiding the need for central road medians.

The design also incorporates provisions for a potential future cross-connection to the adjacent commercial property to the west near Mission Barbecue, water-wise xeriscape landscaping incorporating an adjacent UDOT parcel at the corner, and building elevations featuring brick and metal materials following a 50% reduction in initial stucco.

Administrative requirements to be completed prior to City Council action include a minor water transfer agreement under one acre-foot, a financial improvement guarantee for public improvements, and a long-term stormwater maintenance plan with updated inspection schedules.

Spencer Hymas with Galloway, representing Bank of America, addressed the Commission regarding UDOT coordination, stating that preliminary access plan approvals had been received and technical reviews were progressing toward an encroachment permit. In response to Commission inquiries regarding turning onto 1050 West from Riverdale Road, staff confirmed that curb alignments would remain unchanged and that building setbacks accommodate potential future UDOT right-turn lane expansions.

MOTION: Commissioner Hansen moved to forward a recommendation of approval to City Council approval of a proposed Bank of America Site Plan located at 1055 West Riverdale Road conditional upon completion of the staff report items prior to City Council review

SECOND: Commissioner Francis

Commissioner Francis	Yes
Commissioner Bowthorpe	Yes
Commissioner Henstra	Absent
Commissioner Hilton	Yes
Commissioner Carey	Absent
Commissioner Hermann	Yes
Commissioner Hansen	Yes

Motion passed with 5 in favor and 2 absent.

3. Consideration to approve a preliminary subdivision plat for Riverside Flats Planned Development located at 690 West 4400 South

Mr. Cooper presented the preliminary subdivision plat for Riverside Flats Planned Development, proposing a 26-lot residential townhome development on a 1.26-acre parcel in an R-5 base zone with a Planned Development overlay.

The proposed plat defines 26 individual building footprints ranging from approximately 642 to over 900 square feet owned individually, while all surrounding ground, private driveways, utility lines, and landscaped open space remain jointly held common area managed by the HOA. Under the city's Planned Development regulations, the HOA must register annually with the city, establish reserve funds, and maintain all common amenities, private roads, water/sewer lines, and snow removal.

Mr. Cooper suggested that the Commission approve a waiver lowering the overlay's standard 3-acre minimum lot size requirement to 1.26 acres due to the redevelopment nature and tight geometry of the parcel.

Staff reviewed the site design, pointing out a single point of ingress/egress on 4400 South alongside a gated emergency-only access onto 700 West required by the fire department.

Because development agreement terms, CC&Rs, water transfers, stormwater maintenance plans, and the associated public hearing scheduled for October 27, 2026, were still being finalized, staff recommended tabling the preliminary subdivision plat, site plan, and development agreement together to the October 27 meeting.

MOTION: Commissioner Francis moved to table consideration of the preliminary subdivision plat for Riverside Flats Planned Development until October 27, 2026, to allow staff and the applicant to finalize documents and align with the public hearing.

SECOND: Commissioner Hansen

Commissioner Hansen	Yes
Commissioner Carey	Absent
Commissioner Hermann	Yes
Commissioner Francis	Yes
Commissioner Bowthorpe	Yes
Commissioner Henstra	Absent
Commissioner Hilton	Yes

Motion passed with 5 in favor and 2 absent.

4. Consideration to forward a recommendation to City Council on a proposed Site Plan for Riverside Flats Planned Development Subdivision located at 690 West 4400 South

Following the review of the Riverside Flats Planned Development site during the subdivision plat presentation, the Commission considered staff's recommendation to table the site plan recommendation until October 27, 2026.

MOTION: Commissioner Hilton moved to table this item until October 27, 2026 to allow staff and the applicant to finalize documents and hold a public hearing.

SECOND: Commissioner Bowthorpe

Commissioner Hansen	Yes
Commissioner Carey	Absent
Commissioner Henstra	Absent
Commissioner Hilton	Yes
Commissioner Hermann	Yes
Commissioner Francis	Yes
Commissioner Bowthorpe	Yes

Motion passed with 5 in favor and 2 absent.

5. Consideration to forward a recommendation to City Council on a proposed Development Agreement for Riverside Flats Planned Development Subdivision

Mr. Cooper suggested tabling this item to allow staff and legal counsel to complete all finalized documentation in preparation for the October 27, 2026 public hearing.

MOTION: Commissioner Bowthorpe moved to table until October 27, 2026 to allow staff to prepare all final documents and clarify terms prior to public hearing.

SECOND: Commissioner Francis

Commissioner Hermann	Yes
Commissioner Francis	Yes
Commissioner Hilton	Yes
Commissioner Bowthorpe	Yes
Commissioner Hansen	Yes
Commissioner Carey	Absent
Commissioner Henstra	Absent

Motion passed with 5 in favor and 2 absent.

E. Comments

1. Planning Commission

Commissioners expressed appreciation for the thorough presentations and work on the agenda items.

2. City Staff

F. Adjournment

As there was no further business to discuss, Commissioner Bowthorpe moved to adjourn. Commissioner Francis seconded the motion. All were in favor and the Planning Commission meeting adjourned at 6:48 p.m.

Date Approved:



Body: Planning Commission
Topic: **Riverside Flats Planned Development
Subdivision Plat (preliminary) & Site Plan**

Department: **Community Development**
Director: Brandon Cooper
Staff/Presenter: Brandon Cooper
Contact: bcooper@riverdaleutah.gov

ITEM TYPE

- ☒ Action Item
- ☒ Public Hearing
- ☐ Discussion Item
- ☐ Information Item
- ☐ Other _____

EXECUTIVE SUMMARY

FZD Riverside Flats, LLC, represented by Brent Malili of Forza Commercial, proposes a 26-unit townhome subdivision and site plan at approximately 690 West 4400 South, east of 700 West and north of 4400 South. The proposal includes six (6) three-story buildings, individual townhome lots, shared private access, landscaped common areas, and a roadway dedication along 4400 South. It is zoned R-5 – Multiple Family Residential.

The submitted plat, titled Riverside Flats Townhomes P.D., contains 55,092 square feet, or 1.26 acres, including 26 lots, common area, and road dedication. The civil plans identify four (4) four-unit buildings and two (2) five-unit buildings, comprising seventeen (17) two-bedroom units and nine (9) three-bedroom units. Each unit is shown with a two-car garage.

This application falls under Riverdale City Code Title 10, Chapter 22, Planned Development. The development will be governed by a development agreement approved by the City Council establishing the approved development plan, project-specific standards, conditions, and obligations.

REQUESTED TIMELINE

Planning Commission Meeting – October 13, 2026 - TABLED
City Council Meeting – October 20, 2026 – REMOVED FROM AGENDA
Planning Commission Meeting – October 27, 2026 – PUBLIC HEARING

PLAN REVIEW

The application is being processed under **Riverdale City Code Title 10, Chapter 22**, Planned Development. A development agreement approved by the City Council will govern



implementation of the approved site plan, including project-specific standards, conditions of approval, required improvements, and ongoing obligations. The proposal is also subject to applicable provisions of **Chapter 21 Subdivisions, Chapter 25 Development in All Zones, Chapter 14 Regulations Applicable to All Zones, Chapter 15 Parking and Access, Chapter 28 Residential Landscaping**, and the underlying zone of R-5, except as lawfully modified through the Planned Development approval.

Planned Development/Zoning Considerations. Although the approximately 1.26-acre site is smaller than the three-acre minimum for residential Planned Developments under Section 10-22(2)(c)1, subsection (2)(c)3 expressly authorizes the Planning Commission, acting as the Administrative Land Use Authority, to waive the minimum acreage requirement for sites demonstrating exceptional urban design, connectivity, or redevelopment merit. Staff recommends this waiver based on:

- The project's conversion of a vacant lot into housing within an established developed area;
- Its reduction from the previously approved 45 apartments to 26 townhomes, representing 19 fewer units and an approximately 42 percent reduction in unit count;
- And its coordinated site design incorporating individual garages, shared internal circulation, pedestrian connections, landscaped common areas, recreational amenities, and perimeter screening.

These features support a finding of exceptional redevelopment merit by providing a productive use of an underutilized property, expanding housing options, and improving compatibility with surrounding development. The approved site plan, project-specific standards, and ongoing maintenance obligations will be secured through a development agreement approved by the City Council. The acreage waiver addresses minimum site area only; the project must also be located within an eligible underlying zone under subsection (2)(b).

Access and circulation. The civil site plan shows primary access from 4400 S and a gated emergency connection to 700 W, a fire-truck hammerhead turnaround, and no-parking areas along 4400 S.

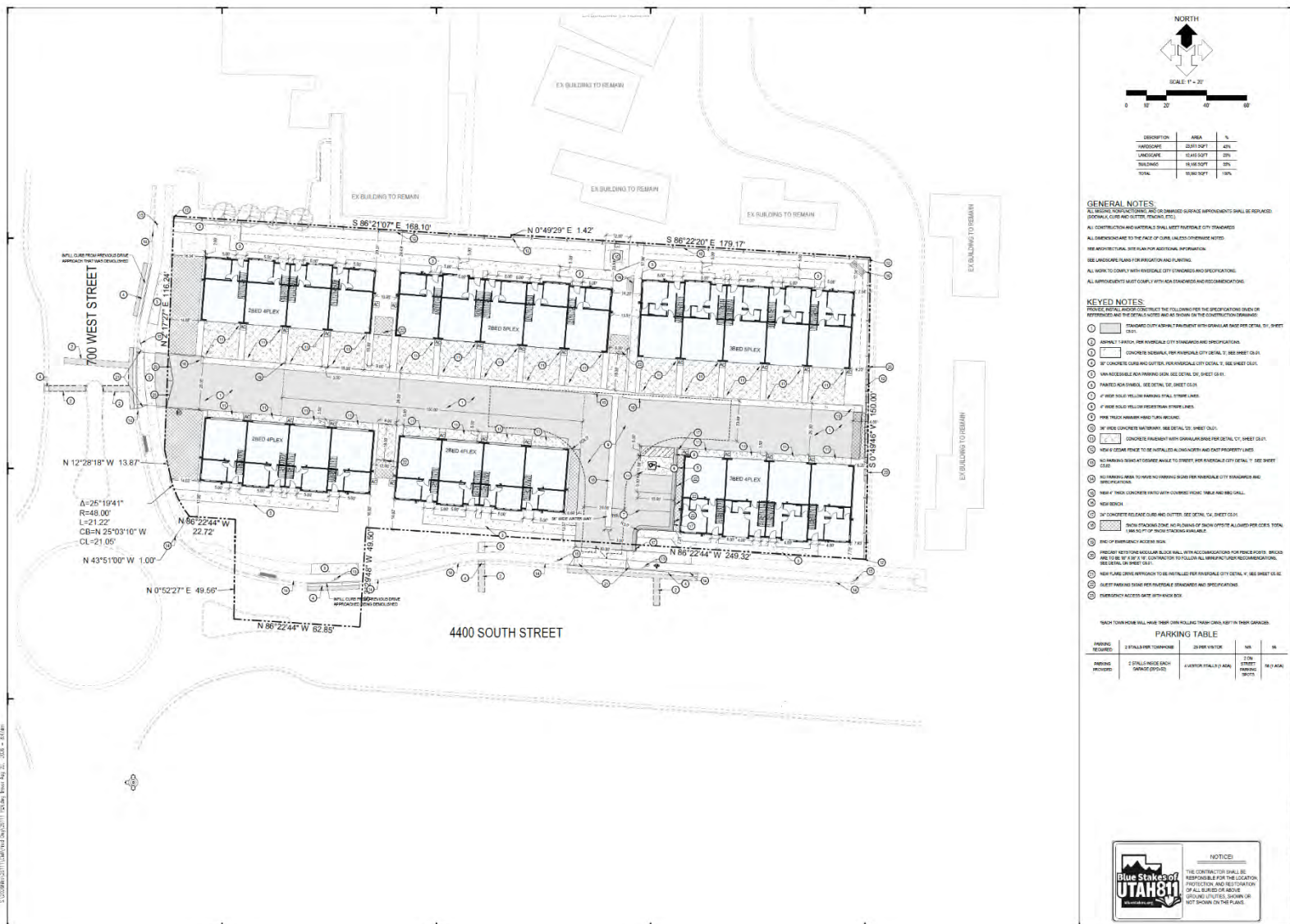
Parking. Sheet *C1.01* lists fifty-two (52) garage spaces, seven (7) visitor spaces including one accessible space, for fifty-nine (59) spaces overall. Riverdale City code 10-15-2(A) requires two (2) parking spaces per dwelling. The proposed project exceeds that requirement by adding 7 visitor stalls and providing 18'x18' driveways on fourteen (14) of the twenty-six (26) units.



Landscaping and amenities. The plans show perimeter planting, lawn, shrubs, ornamental grasses, trees, irrigation, a gazebo or covered picnic area, barbecue facilities, benches, and cedar fencing along the north and east boundaries. The landscape plan lists 6,512 square feet of lawn and 4,742 square feet of hardscape within its stated open-space area.

Drainage and utilities. The civil plans show underground stormwater chambers, water-quality treatment, an outlet-control structure, individual water services, and sanitary sewer improvements. The chamber system lists a design volume of 4,756 cubic feet. Final engineering review is required to resolve minor outstanding storm drain comments.

PROPOSED SITE PLAN



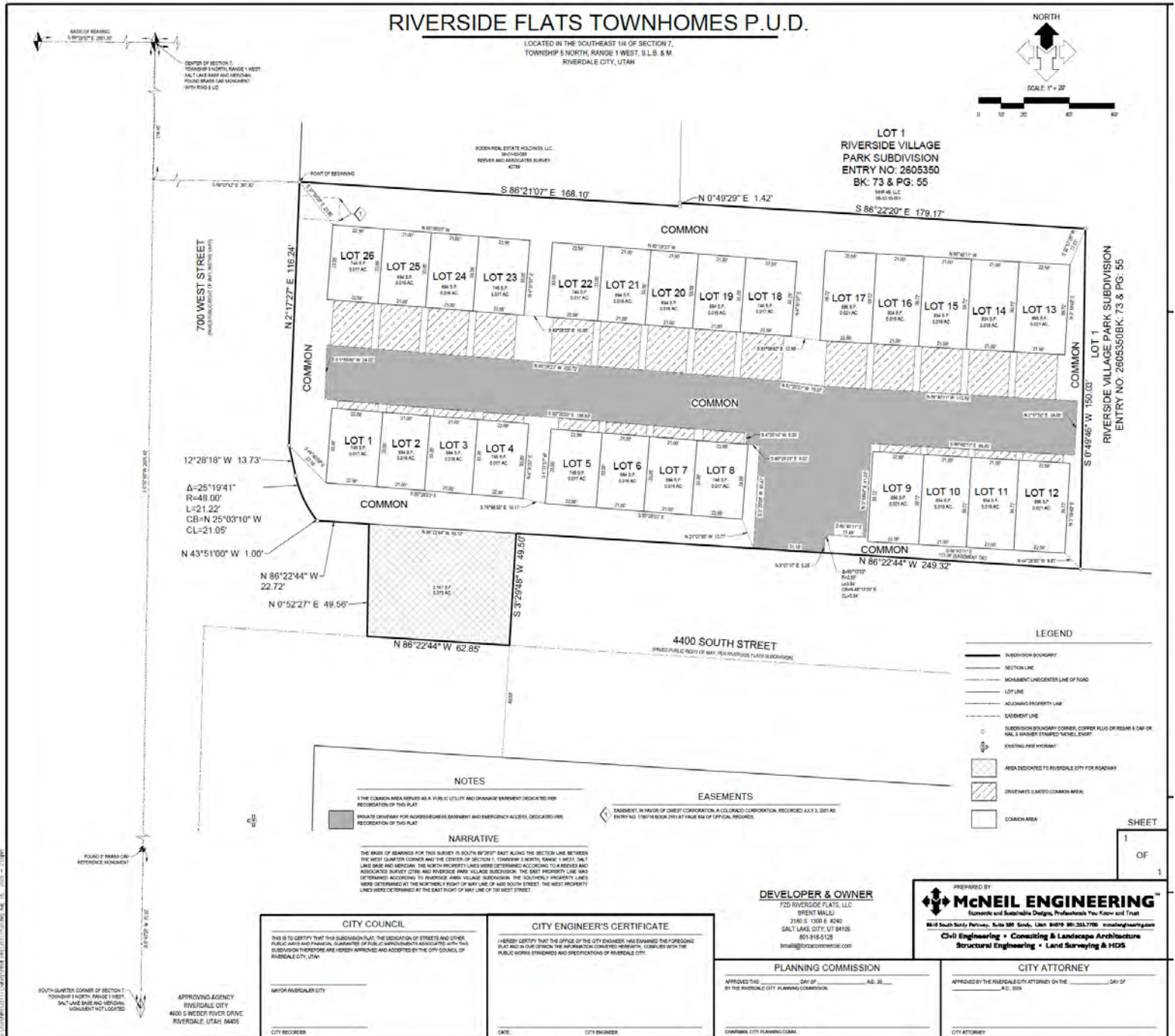


Riverdale

UTAH

TRANSMITTAL

PROPOSED SUBDIVISION





POTENTIAL ACTIONS

Pursuant to *Utah Code Title 10, Chapter 20*, the Planning Commission serves in an advisory capacity for the site plan and acts as the land use authority with final approval authority for the preliminary subdivision plat. For the townhome subdivision, the Planning Commission may take the administrative action authorized by Riverdale City Code 10-21-7 by taking one of the following actions:

- **APPROVE** the proposed preliminary subdivision plat, subject to the conditions found in the Staff Report;
- **APPROVE WITH MODIFICATIONS** the proposed preliminary subdivision plat;
- **DENY** the proposed preliminary subdivision plat, supported by findings fact; or
- **TABLE** the proposal to a future date with a request for more information.

For the Planned Development site plan and development agreement, the Planning Commission may take the administrative action authorized by Riverdale City Code 10-22 by taking one of the following actions:

- Recommend **APPROVAL** of the proposed Site Plan and development agreement, subject to the conditions found in the Staff Report;
- Recommend **APPROVAL WITH MODIFICATIONS** of the proposed Site Plan and development agreement;
- Recommend **DENIAL**, supported by findings fact; or
- **TABLE** the proposal to a future date with a request for more information.

STAFF CONCLUSION

Based on the findings and subject to the conditions described in the attached Staff Report, Staff recommends approval of the preliminary townhome subdivision and a favorable recommendation to the City Council on the Planned Development site plan and development agreement.

Attachments

Staff Report
Final Site Plan
Preliminary Subdivision
Draft Development Agreement



Body:	Planning Commission
Date:	13 October 2026
Requested Action:	Riverside Flats Townhomes P.D. 690 West 4400 South, Riverdale, Utah Preliminary Subdivision Plat & Final Site Plan (Planned Development)
Petitioner/Applicant:	FZD Riverside Flats, LLC 2180 South 1300 East, Suite 240 Salt Lake City, Utah 84106 Engineer: McNeil Engineering
Department:	Community Development
Director:	Brandon Cooper
Staff/Presenter:	Brandon Cooper
Contact:	bcooper@riverdaleutah.gov

DESCRIPTION OF REQUEST

FZD Riverside Flats, LLC, represented by Brent Malili of Forza Commercial, proposes a 26-unit townhome subdivision and site plan at approximately 690 West 4400 South, east of 700 West and north of 4400 South. The proposal includes six (6) three-story buildings, individual townhome lots, shared private access, landscaped common areas, and a roadway dedication along 4400 South. It is zoned R-5 – Multiple Family Residential.

The submitted plat, titled Riverside Flats Townhomes P.D., contains 55,092 square feet, or 1.26 acres, including 26 lots, common area, and road dedication. The civil plans identify four (4) four-unit buildings and two (2) five-unit buildings, comprising seventeen (17) two-bedroom units and nine (9) three-bedroom units. Each unit is shown with a two-car garage.

This application falls under Riverdale City Code Title 10, Chapter 22, Planned Development. The development will be governed by a development agreement approved by the City Council establishing the approved development plan, project-specific standards, conditions, and obligations. The Planning Commission is therefore asked to review the site plan and draft development agreement and forward a recommendation to the City Council.



The Planning Commission is the designated land use authority for preliminary subdivision plat applications, with final plat approval delegated to staff. Accordingly, the Planning Commission shall take final action regarding both the preliminary subdivision application.

PROJECT INFORMATION

Subdivision: The plat contains 55,092 square feet, or approximately 1.26 acres, and creates 26 townhome lots. The remaining land is shown as common area, private driveway and ingress/egress area, public utility and drainage easements, and an area dedicated to Riverdale City for roadway purposes. The development fronts 4400 South and 700 West.

Site Plan: The site plan depicts six townhome buildings containing 26 units: three buildings north of the internal drive and three buildings south of it. The plan provides a 26-foot-wide internal access drive, an emergency access gate with Knox Box at 700 West, pedestrian connections, common landscaped and amenity areas, stormwater facilities, and utility improvements.

Parking: Each unit includes a two-car garage. The plan also identifies seven visitor stalls including an ADA-accessible stalls, for a total of 59 parking spaces. 18' x 18' driveways are included with each northern unit, which could allow additional guest parking for those units.

Landscape/Open Space: The submitted landscape plan identifies approximately 12,511 square feet of landscape area and includes trees, shrubs, ornamental grasses, turf, boulders, fencing, irrigation, and a common outdoor amenity area.

Development Agreement: Pursuant to *Riverdale Code Title 10 Chapter 22*, this application will be governed by a development agreement reviewed and approved by the City Council.

Covenants, Conditions, and Restrictions (CC&R's):

The Riverside Flats Townhomes project will be governed by recorded Covenants, Conditions, and Restrictions ("CC&Rs") and administered by the Riverside Flats homeowner's association. Each property owner will automatically become a member of the association and will receive title to an individual lot and dwelling together with an undivided interest in the project's common areas.

The CC&Rs assign the association responsibility for operating, maintaining, repairing, and insuring the common areas, private roadway, walkways, driveways, landscaping, private water, sewer, and storm drain improvements, building exteriors, roofs, and other shared facilities.



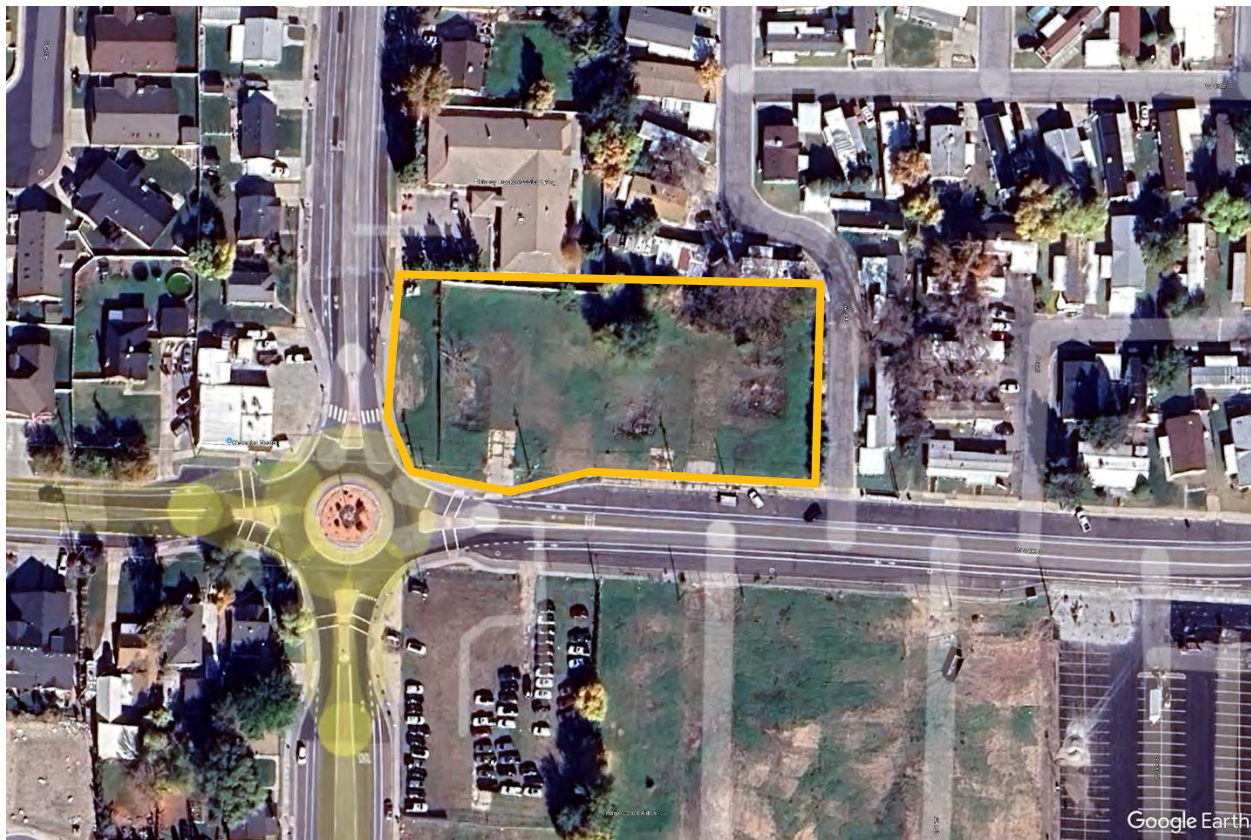
These expenses will be funded through regular, extraordinary, and special assessments levied against the individual units. Individual owners generally remain responsible for dwelling

interiors, doors, windows, individual mechanical equipment, and damage attributable to the owner, tenants, guests, or pets.

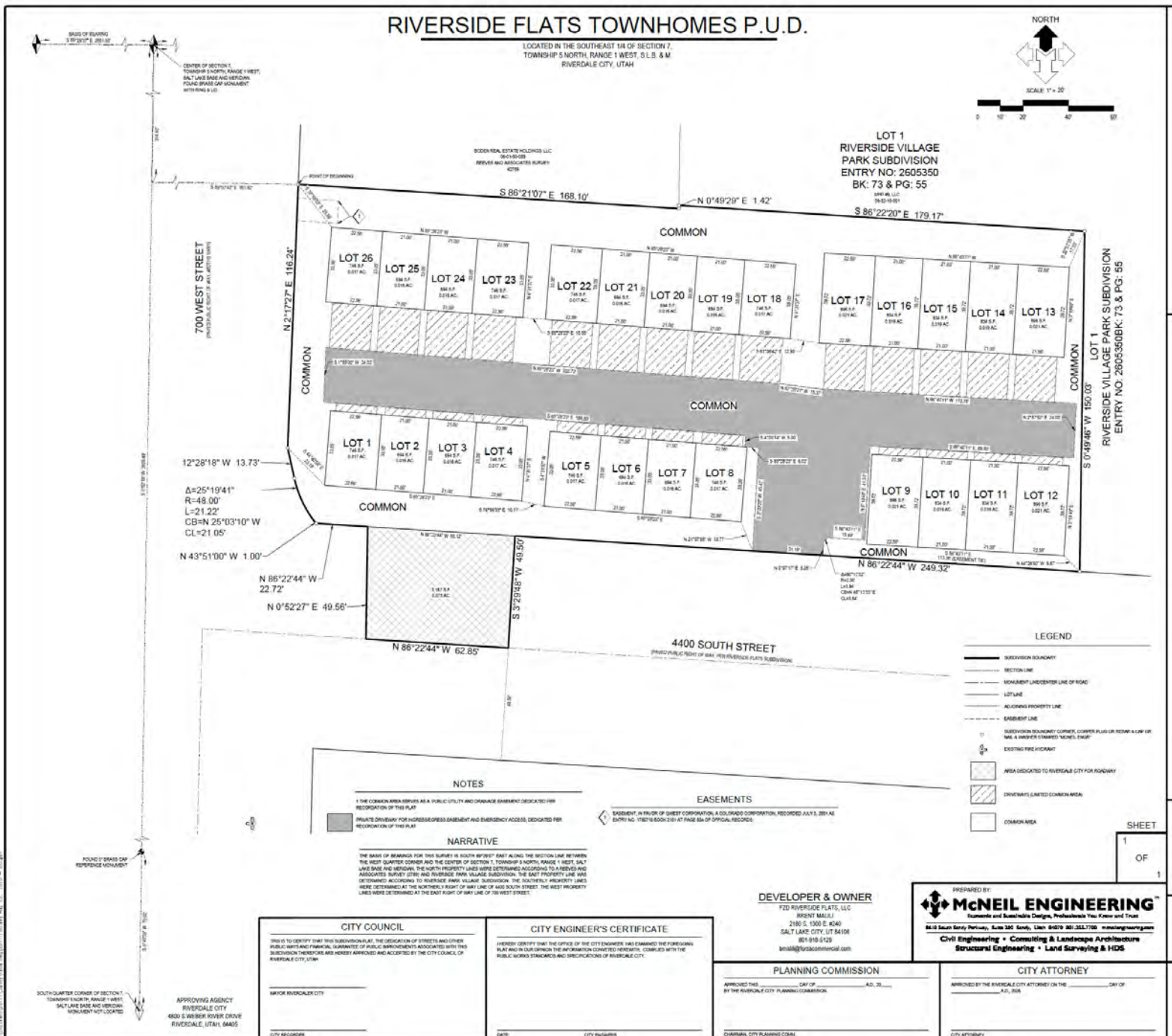
The CC&Rs also establish residential-use and property-maintenance requirements, including a minimum six-month lease term, parking and recreational-vehicle restrictions, architectural and fencing controls, limitations on outdoor storage, pet regulations, insurance requirements, and enforcement authority for the association. The CC&Rs are private restrictions and do not replace or supersede Riverdale City ordinances, approvals, or enforcement authority.

Before recordation, the CC&Rs should be revised to correspond with the final 26-unit plat and development agreement. The current submittal is in draft form and contains incomplete declarant information and internal inconsistencies, among other things. Final corrected CC&Rs should be reviewed and approved by the City Council and recorded concurrently with the final plat.

Existing Conditions Aerial



Preliminary Subdivision Plat



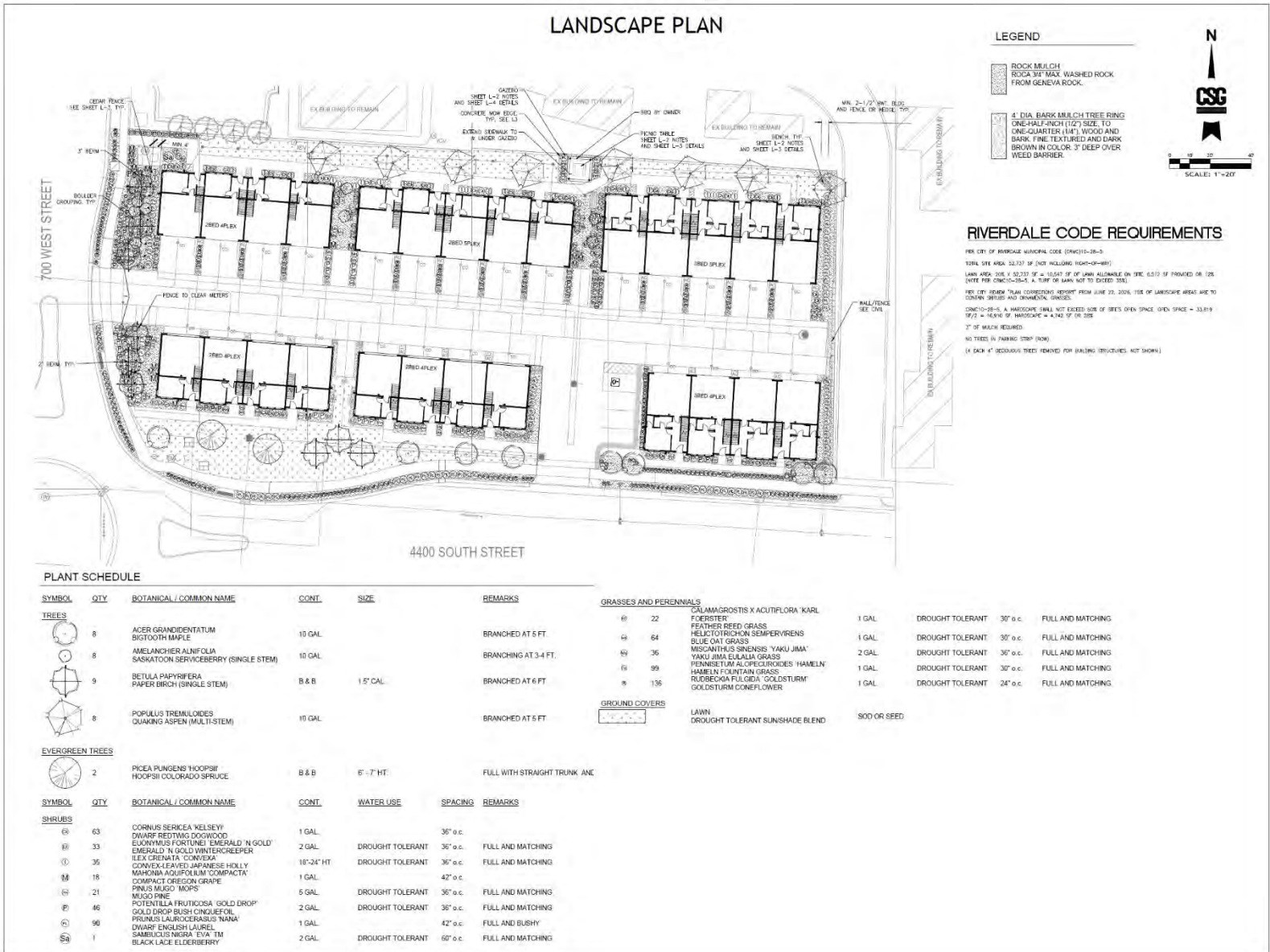


Proposed Site Plan





Proposed Landscape Plan





ANALYSIS AND FINDINGS

The application is being processed under **Riverdale City Code Title 10, Chapter 22**, Planned Development. A development agreement approved by the City Council will govern implementation of the approved site plan, including project-specific standards, conditions of approval, required improvements, and ongoing obligations. The proposal is also subject to applicable provisions of **Chapter 21 Subdivisions, Chapter 25 Development in All Zones, Chapter 14 Regulations Applicable to All Zones, Chapter 15 Parking and Access, Chapter 28 Residential Landscaping**, and the underlying zone of R-5, except as lawfully modified through the Planned Development approval.

The development plans include new water, sanitary sewer, storm drain, electrical, gas, and telecommunications infrastructure necessary to serve the site. The plans specifically note that all construction and materials are required to meet the latest Riverdale City standards. Because the project includes public improvements and work affecting the public right-of-way, the Owner will be required to execute a Financial Guarantee Escrow Agreement prior to final approval and construction, to guarantee satisfactory installation and completion of required public improvements.

Residential Zones – R-5 (RCC 10-9F)

The purpose of the R-5 zone classification is to permit development of high density residential areas with their associated necessary public services and activities.

Analysis: Review of Permitted Uses, Site Development Standards, Uses, building setbacks, screening, parking, landscaping, signs, and lighting, traffic movement, harmonious and beneficial relations among buildings, height and bulk of buildings, and the harmonious relations between adjacent neighborhoods.

Finding: Staff conducted an initial review of the proposed site plan and provided a corrections report to the applicant on June 22, 2026. The applicant made final corrections and submitted final revisions on August 28th, 2026. The proposal satisfies the standards identified above and is compliant with City Code. Staff determination: **Complies**

Development in All Zones (RCC 10-25)

1. *The underlying purpose and intent of this chapter is to promote the health, safety, convenience and general welfare of the inhabitants of the city in the matter of all proposed land developments, to encourage the healthful growth of the city and related matters affected by such developments.*



Analysis: Review of subdivision and site plan, proper submission and compliance to plan standards checklist, review and action by Planning Commission.

Finding: This application was received on March 20, 2026 . All City comments have been satisfied by the applicant and are reflected in the attached final site plan presented for consideration. Staff determination: **Complies**

Regulations Applicable to All Zones (RCC 10-14)

1. *The requirements of this title as to minimum site development standards shall not be construed to prevent a use as permitted in a respective zone of any parcel of land in the event such parcel was held in separate ownership prior to the effective date hereof. Each such parcel to be developed must have not less than sixteen feet (16') of frontage on a street, or as approved by the board of adjustment, and the density of development may not exceed that permitted by area requirements in the respective zone. (1985 Code § 19-3-2). The regulations hereinafter set forth in this chapter qualify or supplement, as the case may be, the zone regulations contained elsewhere in this title. (1985 Code § 19-3-1)*

Analysis: Review of Main Building Regulations, Yard Regulations, Height Regulations, and Residential Landscape Requirements.

Finding: Riverdale City staff, along with the contracted City Engineer, reviewed the petitioner's site plan land use application to verify that the application complies with municipal ordinances and applicable standards and specifications. Comments were provided to the applicant's design team and revisions were made to the petition. All City comments have been satisfied by the applicant and are reflected in the attached final subdivision plat and site plan presented for consideration. Staff determination: **Complies**

Parking, Loading Space; Vehicle Traffic and Access (RCC 10-15)

The purpose of this chapter is to regulate parking and loading spaces, vehicle traffic and access in order to provide orderly and adequate development of these needed amenities, and in so doing, promote the safety and well-being of the citizens of the city. Consequently, there shall be provided at the time of the erection of any main building or at the time any main building is enlarged or increased, minimum off street parking space with adequate provisions for ingress and egress by standard sized automobiles. (1985 Code § 19-4-1)

Analysis: Review of Parking Space for Dwellings, Computation of Parking Requirements, Parking Lot Design & Maintenance, Off-Street Truck Loading Space, and Vehicular Traffic to Commercial or Manufacturing Zones.



Finding: Riverdale City staff, along with the contracted City Engineer, reviewed the petitioner's site plan land use application to verify that the application complies with municipal ordinances and applicable standards and specifications. Comments were provided to the applicant's design team and revisions were made to the application. All City comments have been satisfied by the applicant and are reflected in the attached final site plan presented for consideration. Staff determination: **Complies**

CONCLUSION

The proposed townhome use is consistent with the site's R-5 zoning only when subject to the Planned Development designation.

Staff finds that any remaining issues are principally technical and administrative in nature and can be satisfactorily addressed through the conditions recommended below. Subject to completion of those conditions and continued compliance with applicable Riverdale City ordinances, engineering standards, and other regulatory requirements, Staff recommends that the Planning Commission **APPROVE** the preliminary subdivision plat and forward a **RECOMMENDATION OF APPROVAL** to the City Council for the Riverside Flats Townhomes site plan and development agreement, subject to the following conditions:

1. The approval and recording of a long-term storm water management plan
2. The execution of a Financial Guarantee Escrow Agreement to guarantee satisfactory installation and completion of public improvements
3. The execution and recording of a Public Water Supply Agreement purchasing the appropriate amount of water to meet the requirements of the City
4. The approval, execution, and recording of the proposed Development Agreement
5. The approval, execution, and recording of the proposed project CC&R's
6. The attendance of a pre-construction meeting prior to any site work and conformity with future code compliant requirements (SWPPP, permits, site coordination, testing, etc)

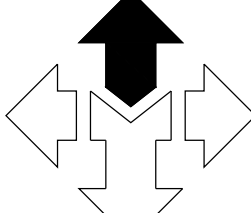
Attachments

Application
Prelim Plat
Proposed Site Plan
Architectural Elevations
DRAFT Development Agreement
DRAFT CC&R's

RIVERSIDE FLATS TOWNHOMES P.D.

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 7,
TOWNSHIP 5 NORTH, RANGE 1 WEST, S.L.B. & M.
RIVERDALE CITY, UTAH

NORTH



SCALE: 1" = 20'



CENTER OF SECTION 7,
TOWNSHIP 5 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN.
FOUND BRASS CAP MONUMENT
WITH RING & LID

700 WEST STREET
(PAVED PUBLIC RIGHT OF WAY, WIDTHS (VARY))

$\Delta=25^{\circ}19'41''$
 $R=48.00'$
 $L=21.22'$
 $CB=N\ 25^{\circ}03'10''\ W$
 $CL=21.05'$

$N\ 43^{\circ}51'00''\ W\ 1.00'$

$N\ 86^{\circ}22'44''\ W\ 22.72'$

$N\ 0^{\circ}52'27''\ E\ 49.56'$

$N\ 86^{\circ}22'44''\ W\ 65.12'$

$S\ 3^{\circ}29'48''\ W\ 49.50'$

$N\ 86^{\circ}22'44''\ W\ 62.85'$

4400 SOUTH STREET
(PAVED PUBLIC RIGHT OF WAY, PER RIVERSIDE FLATS SUBDIVISION)

NOTES

1. THE COMMON AREA SERVES AS A PUBLIC UTILITY AND DRAINAGE EASEMENT DEDICATED PER RECORDATION OF THIS PLAT
PRIVATE DRIVEWAY FOR INGRESS/EGRESS EASEMENT AND EMERGENCY ACCESS, DEDICATED PER RECORDATION OF THIS PLAT

NARRATIVE

THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH $89^{\circ}29'37''$ EAST ALONG THE SECTION LINE BETWEEN THE WEST QUARTER CORNER AND THE CENTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE NORTH PROPERTY LINES WERE DETERMINED ACCORDING TO A REEVES AND ASSOCIATES SURVEY (2789) AND RIVERSIDE PARK VILLAGE SUBDIVISION. THE EAST PROPERTY LINE WAS DETERMINED ACCORDING TO RIVERSIDE PARK VILLAGE SUBDIVISION. THE SOUTHERLY PROPERTY LINES WERE DETERMINED AT THE NORTHERLY RIGHT OF WAY LINE OF 4400 SOUTH STREET. THE WEST PROPERTY LINES WERE DETERMINED AT THE EAST RIGHT OF WAY LINE OF 700 WEST STREET.

EASEMENTS

1. EASEMENT, IN FAVOR OF QWEST CORPORATION, A COLORADO CORPORATION, RECORDED JULY 3, 2001 AS ENTRY NO. 1780718 BOOK 2151 AT PAGE 834 OF OFFICIAL RECORDS.

DEVELOPER & OWNER

FZD RIVERSIDE FLATS, LLC
BRENT MALLI
2180 S. 1300 E. #240
SALT LAKE CITY, UT 84106
801-918-5128
bmalli@forzaccommercial.com

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ A.D., 20____,
BY THE RIVERDALE CITY PLANNING COMMISSION.

CHAIRMAN, CITY PLANNING COMM.

CITY ATTORNEY

APPROVED BY THE RIVERDALE CITY ATTORNEY ON THE _____ DAY OF _____ A.D., 20____

CITY ATTORNEY

SURVEYOR'S CERTIFICATE

I, DAVID B. DRAPER DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 8861598 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT. HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-3-504 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENT AS REPRESENTED ON THIS PLAT, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON, AND HAVE SUBDIVIDED SAID TRACT INTO LOTS, AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS:

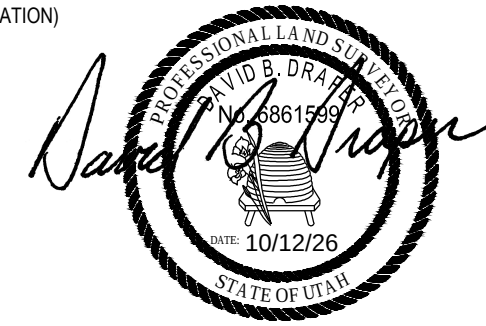
RIVERSIDE FLATS TOWNHOMES P.D.

AND THAT AT THE SAME HAS BEEN CORRECTLY SURVEYED AND MARKED ON THE GROUND AS SHOWN ON THIS PLAT.

SUBDIVISION DESCRIPTION

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF 700 WEST STREET, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE BODEN REAL ESTATE HOLDINGS SURVEY, AS ESTABLISHED ACCORDING TO THAT CERTAIN RECORD OF SURVEY PREPARED BY REEVES AND ASSOCIATES ON FILE WITH THE WEBER COUNTY SURVEYOR AS #2789, SAID POINT BEING SOUTH $0^{\circ}52'18''$ WEST 314.45 FEET ALONG THE SECTION AND SOUTH $89^{\circ}07'42''$ EAST 361.92 FEET FROM THE WEBER COUNTY MONUMENT MARKING THE CENTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE EASTERLY AND NORTHERLY ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID PARCEL, AND SAID REEVES SURVEY THE FOLLOWING TWO COURSES: 1) SOUTH $86^{\circ}21'07''$ EAST 168.10 FEET, 2) NORTH $0^{\circ}49'29''$ EAST 1.42 FEET TO A POINT ON A SOUTHERLY LINE OF RIVERSIDE VILLAGE PARK SUBDIVISION, AS RECORDED IN THE OFFICE OF THE WEBER COUNTY RECORDER AS ENTRY NO. 2605350; THENCE ALONG SAID SOUTHERLY LINE AND A WESTERLY LINE OF SAID SUBDIVISION THE FOLLOWING TWO COURSES: 1) SOUTH $86^{\circ}22'20''$ EAST 179.17 FEET, 2) SOUTH $0^{\circ}49'40''$ WEST 150.03 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 4400 SOUTH STREET; THENCE NORTH $86^{\circ}22'44''$ WEST 249.32 FEET ALONG SAID RIGHT OF WAY LINE, THENCE SOUTH $3^{\circ}29'48''$ WEST 49.50 FEET TO THE CENTER LINE OF SAID 4400 SOUTH STREET; THENCE NORTH $86^{\circ}22'44''$ WEST 62.85 FEET ALONG SAID CENTER LINE, THENCE NORTH $0^{\circ}52'27''$ EAST 49.56 FEET TO SAID NORTHERLY RIGHT OF WAY LINE, THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE AND SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES: 1) NORTH $86^{\circ}22'44''$ WEST 22.72 FEET, 2) NORTH $43^{\circ}51'00''$ WEST 1.00 FEET TO A POINT ON THE ARC OF A 48.00 FOOT NON TANGENT RADII CURVE TO THE RIGHT, 3) NORTH-WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $25^{\circ}19'41''$ A DISTANCE OF 21.22 FEET, CHORD BEARS NORTH $25^{\circ}03'10''$ WEST 21.05 FEET, 4) NORTH $12^{\circ}28'18''$ WEST 13.73 FEET, 5) NORTH $21^{\circ}12'27''$ EAST 116.24 FEET TO THE POINT OF BEGINNING.

CONTAINS 55,092 S.F. OR 1.265 ACRES (26 LOTS, COMMON AREA, AND ROAD DEDICATION)



DAVID B. DRAPER,
L.S. LICENSE NO. 8861599

OWNER'S DEDICATION

KNOWN ALL MEN BY THESE PRESENT THAT THE UNDERSIGNED ARE THE OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, PARCELS, AND STREETS, TOGETHER WITH EASEMENTS AS SET FORTH THE BE HEREAFTER KNOWN AS:

RIVERSIDE FLATS TOWNHOMES P.D.

AND DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL ROADS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY ANY OTHER EASEMENTS AS SHOWN ON TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF I (WE) HAVE HEREUNTO SET OUR HAND(S) THIS _____ DAY OF _____ A.D., 20____

ITS:

KMM - PERMAN, LLC

HOG BG WI, LLC

BY:

(PRINT NAME)

(PRINT NAME)

ITS:

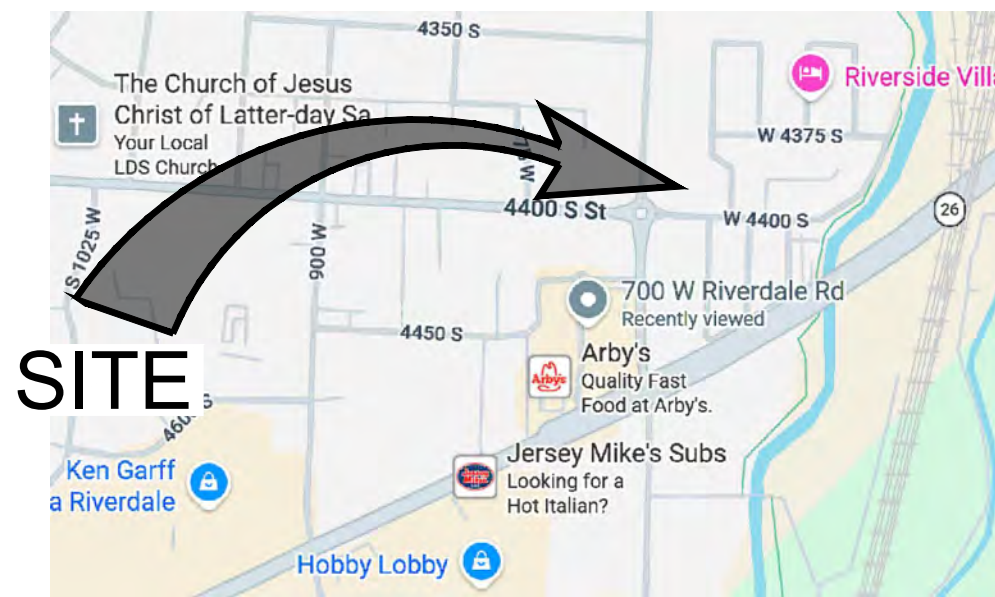
(TITLE)

(TITLE)

BY:

(SIGNATURE)

(SIGNATURE)



VICINITY MAP

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE } S.S.

ON THIS _____ DAY OF _____, IN THE YEAR 20____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ OF _____, LLC, A _____ LIMITED LIABILITY COMPANY PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS(ARE) SUBSCRIBED TO IN THE FOREGOING OWNERS' DEDICATION REGARDING THE SUBDIVISION, AND WAS SIGNED BY HIM/HER ON BEHALF OF SAID _____, LLC, A _____ LIMITED LIABILITY COMPANY AND ACKNOWLEDGED THAT HE/SHE/they EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

RIVERSIDE FLATS TOWNHOMES P.D.

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 7,
TOWNSHIP 5 NORTH, RANGE 1 WEST, S.L.B. & M.
RIVERDALE CITY, UTAH

WEBER COUNTY RECORDER

ENTRY NO. _____
STATE OF UTAH, COUNTY OF WEBER, RECORDED AND FILED AT THE REQUEST OF _____

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

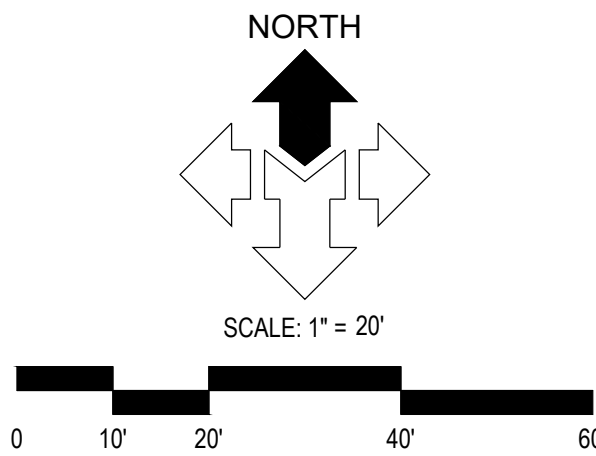
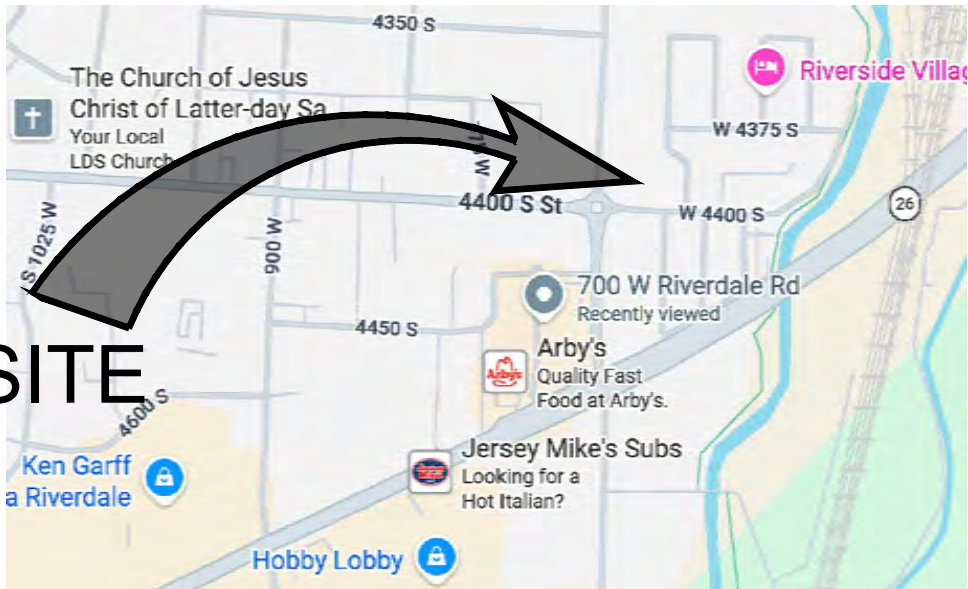
FEE \$

WEBER COUNTY RECORDER

RIVERSIDE FLATS CONSTRUCTION PLANS

690 WEST 4400 SOUTH
RIVERDALE, UT 84405

PROJECT SECTION
SOUTHEAST QUARTER OF SECTION 7, T5N, R1W, SALT LAKE BASE AND MERIDIAN



VICINITY MAP
SCALE: N.T.S.

DRAWING INDEX

SHEET	DESCRIPTION
C0.00	CIVIL COVER SHEET
C0.01	GENERAL NOTES, LEGEND AND ABBREVIATIONS
C0.10	DEMOLITION PLAN
C1.01	CIVIL SITE PLAN
C2.01	GRADING AND DRAINAGE PLAN
C2.10	EROSION CONTROL PLAN
C4.01	SITE UTILITY PLAN
C5.01	CIVIL DETAILS
C5.02	CIVIL DETAILS
C5.03	CIVIL DETAILS
C5.04	EROSION DETAILS

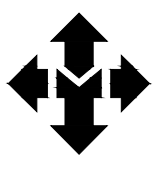
ALL WORK AND MATERIALS FOR WATER
MUST CONFORM TO RIVERDALE CITY
STANDARDS AND SPECIFICATIONS

ALL WORK AND MATERIALS FOR SEWER
MUST CONFORM TO RIVERDALE CITY
STANDARDS AND SPECIFICATIONS

ALL WORK AND MATERIALS MUST
CONFORM TO RIVERDALE CITY
STANDARDS AND SPECIFICATIONS

DEVELOPER & OWNER

F2D RIVERSIDE FLATS, LLC
BRENT MALILI
2180 S. 1300 E. #240
SALT LAKE CITY, UT 84106
801-918-5128
bmalili@forzacommercial.com

 **McNEIL ENGINEERING**TM
Economic and Sustainable Designs, Professionals You Know and Trust
8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 mcneilengineering.com
Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDS

1.1 COMPLIANCE

1. ALL WORK TO CONFORM TO RIVERDALE CITY'S STANDARDS, SPECIFICATIONS AND REQUIREMENTS.
2. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS AND THE MOST RECENT, ADOPTED EDITIONS OF THE FOLLOWING: INTERNATIONAL BUILDING CODE (IBC), THE INTERNATIONAL PLUMBING CODE, STATE DRINKING WATER REGULATIONS, APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS, ADA ACCESSIBILITY GUIDELINES.
3. ALL CONSTRUCTION SHALL BE AS SHOWN ON THESE PLANS. ANY REVISIONS MUST HAVE PRIOR WRITTEN APPROVAL.

1. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY RIVERDALE CITY.
2. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ARCHITECT/ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.

3. ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM RIVERDALE CITY, COUNTY OR STATE AGENCY CONTROLLING THE ROAD AND WITH APPROPRIATE INSPECTIONS.

1. ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF NOT VERIFIED AND NOTIFICATION OF CONFLICTS HAVE NOT BEEN BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER.
2. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS BEFOREHAND. NO ALLOWANCE WILL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BE EASILY OBSERVED.

3. CONTRACTOR TO COORDINATE WITH ALL OTHER DISCIPLINES, INCLUDING BUT NOT LIMITED TO: LANDSCAPE PLANS, SITE ELECTRICAL SITE LIGHTING PLANS AND ELECTRICAL SERVICE TO THE BUILDING(S), MECHANICAL PLANS FOR LOCATION OF SERVICES TO THE BUILDING(S), INCLUDING FIRE PROTECTION, ARCHITECTURAL SITE PLAN FOR DIMENSIONS, ACCESSIBLE ROUTES, ETC., NOT SHOWN ON CIVIL PLANS.
4. CONTRACTOR IS TO COORDINATE LOCATION OF NEW TELEPHONE SERVICE, GAS SERVICE, CABLE, ETC. TO BUILDING WITH THE APPROPRIATE UTILITY COMPANY. FOR TELEPHONE, CONTRACTOR TO FURNISH CONDUIT, PLYYWOOD BACKBOARD, AND GROUND WIRE, AS REQUIRED.

1. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION,
2. CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF THE PROJECT AND SHALL MEET ALL OSHA

- REQUIREMENTS**
3. CONTRACTOR SHALL BE RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING EROSION CONTROL, SLOPE STABILIZATION, AND OTHER EROSION CONTROL MEASURES.
 4. SHORING AND BRACING OF EXCAVATIONS AND TRENCHES, AND FOR THE PROTECTION OF WORKERS AND PUBLIC.
 5. CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE PROPERTY, ROADWAYS, AND UTILITY IMPROVEMENTS. DAMAGE TO EXISTING IMPROVEMENTS CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE TO THE SATISFACTION OF THE OWNER OF SAID IMPROVEMENTS.
 6. CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO: VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND STOCK PILING, AND OTHER CONSTRUCTION ACTIVITIES.
 6. IF IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMITS/ORDERS OR EASEMENTS FROM THE APPROPRIATE GOVERNMENT AGENCY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.
 7. CONTRACTOR SHALL PROTECT ALL EXISTING TREES, BUSHES, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS. ALL CONSTRUCTION SIGNING, BARRICADES, AND TRAFFIC DELINEATION SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," LATEST EDITION.
 8. CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL REGULATORY STANDARDS.
 9. CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL, ACCORDING TO GOVERNING AGENCY STANDARDS.

1. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES AND THE PUBLIC FROM DAMAGE AND INJURY DUE TO THE CONSTRUCTION WORK. RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN WATER CONNECTION WITH CONSTRUCTION SUBMIT A STORM WATER POLLUTION PREVENTION PLAN, IF REQUIRED.
2. WORK IN PUBLIC STREETS, CONCERN SHALL BE PROSECUTED TO COMPLETION WITHOUT DELAY. THE CONTRACTOR SHALL MINIMIZE INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
3. CONTRACTOR SHALL PROVIDE ALL NECESSARY HORIZONTAL AND VERTICAL TRANSITIONS BETWEEN NEW CONSTRUCTION AND EXISTING SURFACES TO PROVIDE FOR PROPER DRAINAGE FOR ROAD, SIDEWALKS AND EASEMENTS.
4. NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED. CONSTRUCTION TRAFFIC SHALL BE LIMITED TO APPROACH, DRIVE AND TURN. THE APPROACH SHALL BE DESIGNATED BY THE OWNER OR GOVERNING AGENCY.
5. THE CONTRACTOR SHALL TAKE REASONABLE MEASURE TO PROTECT EXISTING IMPROVEMENTS FROM DAMAGE AND ALL SUCH IMPROVEMENTS DAMAGED BY THE CONTRACTORS OPERATION SHALL BE REPAIRED OR REPLACED TO THE SUFFICIENCY OF THE ENGINEER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.

1. SITE CONCRETE SHALL BE A MINIMUM 5 BAG MIX, 4000 PSI @ 28 DAYS, 4" MAXIMUM SLUMP WITH +3% OR -1% AIR ENTRAINMENT, UNLESS SPECIFIED OTHERWISE. SEE SPECIFICATION FOR FURTHER INFORMATION.
2. ALL CONCREDE WILL BE PLACED IN 12" DEPTH INTERVALS. IF INTERVALS NOT TO EXCEED THEIR WIDTH OR 12 TIMES THEIR DEPTH, WHICHEVER IS LESS. SCORING WILL BE PERFORMED TO PREVENT RANDOM CRACKING. FULL DEPTH EXCAVATIONS WILL BE PLACED AGAINST AN OBJECT DEEMED TO BE FREE, CHANGES IN DIRECTION AND AT EQUAL INTERVALS TO EXCEED 12 FEET.
3. B. CONCRETE WATERWAYS, CURBWAYS, MOWSTRIPS, CURBS AND GUTTER, ETC. WILL TYPICALLY BE SCORED (1/4 THE DEPTH AT INTERVALS NOT TO EXCEED 10 FEET AND HAVE FULL DEPTH EXCAVATIONS AT EQUAL SPACING, NOT TO EXCEED 5 FEET).
4. UNLESS OTHERWISE NOTED, ALL ON-GRADE WILL HAVE A MINIMUM 4" TURNED-DOWN EDGE TO HELP CONTROL FROST HEAVE.
5. UNLESS OTHERWISE NOTED, ALL ON-GRADE CONCRETE WILL BE PLACED ON A MINIMUM 4" BED OF SAND OVER A 4" BED OF GRAVEL.
6. ALL EXPOSED SURFACES WILL HAVE A TEXTURED FINISH, RUBBED OR BROOMED. ANY "PLASTERING" OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL "GREEN."
7. ALL JOINTS (CONTROL, CONSTRUCTION OR EXPANSION JOINTS, ETC.) WILL BE SEALED WITH A ONE PART POLYURETHANE SEALANT (AS SPECIFIED IN THE DESIGN).
8. ASPHALTIC CONCRETE PAVEMENT SHALL BE A MINIMUM 3" OVER 8" OF COMPACTED (95%) ROAD BASE OVER PROPERLY PREPARED AND COMPACTED (90%) SUBGRADE. UNLESS NOTED OTHERWISE, SEE SPECIFICATIONS AND DETAIL D1 SHEET C10.1.
9. A. ASPHALT PAVEMENT SHALL BE PLACED IN 2" DEPTH INTERVALS (AS IN DESIGN).
10. SURFACE COURSE SHALL BE 1/2" MIN. MIX DESIGN TO BE SUBMITTED FOR APPROVAL AT LEAST TWO WEEKS PRIOR TO ANTICIPATED PAVING SCHEDULE.
11. C. ASPHALT TO BE 1/2" ABOVE UP OF ALL UTILITY AFTER COMPACTION.
12. THICKNESS OVER 2" WILL BE LAD IN TWO LIFTS WITH THE FIRST LIFT BEING AN APPROVED 3/4" MINIMUM DESIGN.

1. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT, WHICH IS INCORPORATED AS A PART OF THESE PLANS AND SPECIFICATIONS. IN THE EVENT OF A CONFLICT SHALL TAKE PRECEDENCE, UNLESS SPECIFICALLY NOTED OTHERWISE ON ANY OF THE PLANS OR THE SPECIFICATIONS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCY BETWEEN THE SOILS REPORT AND THE PLANS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL SOFT, YIELDING OR UNSUITABLE MATERIALS AND REPLACING WITH SUITABLE MATERIALS AS SPECIFIED IN THE SOILS REPORT.
3. ALL UNPAVED FILLER AREAS SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY PER ASTM TEST D-1557, EXCEPT UNDER BUILDINGS FOUNDATIONS WHERE IT SHALL BE 98% MIN. OF MAXIMUM DENSITY. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL NOT EXCEED 2% ABOVE NOR 3% BELOW OPTIMUM.
4. ALL SUBGRADE SHALL SUBMIT TO A COMPACTION TEST PREPARED BY A QUALIFIED REGISTERED SOILS ENGINEER, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITH THE BUILDING PAD AREAS AND AREAS TO BE PAVED, HAVE BEEN COMPACTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT.
5. SITE CLEARING SHALL INCLUDE THE LOCATING AND REMOVAL OF ALL UNDERGROUND TANKS, PIPES, VALES, ETC.
6. ALL EXISTING VALVES, MANHOLES, ETC. SHALL BE RAISED OR LOWERED TO GRADE AS REQUIRED.

1. THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANIES TO VERIFY THE LOCATION OF THE FACILITIES PRIOR TO OR THROUGH BLUE STAKE TO LOCATE THEIR FACILITIES PRIOR TO STARTING CONSTRUCTION.
2. CONTRACTOR TO VERIFY BY POT-HOLING BOTH THE VERTICAL AND HORIZONTAL LOCATION OF ALL FACILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION. SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THE FACILITIES CAUSED BY HIS WORK FORCE.
3. CONTRACTOR MUST START AT END OF ALL NEW GRAVITY UTILITY LINES. MECHANICAL SUB-CONTRACTOR MUST BE PROVIDED WITH SITE DRAWINGS FOR COORDINATION AND TO CHECK THE FLOW FROM THE LOWEST POINT IN BUILDING TO THE FIELD VERIFIED CONNECTION TO THE MAIN DRAIN. NO EXCEPTED. CONTRACTOR SHALL BE RESPONSIBLE FOR THE WORK HAVING TO BE REDONE DUE TO FAILURE TO COMPLY WITH THESE REQUIREMENTS.
4. CONTRACTOR IS TO VERIFY LOCATION, DEPTH, SIZE, TYPE, AND OUTSIDE DIAMETERS OF UTILITIES IN THE FIELD BY POT-HOLING A MINIMUM OF 30 FEET AHEAD. PIPING CONNECTION TO THE MAIN DRAIN WITHIN 10 FEET OF THE MAIN DRAIN SHALL BE VERIFIED BY FIELD INFORMATION SHOWN BY PLANS OR OBTAINED FROM UTILITY COMPANIES OR BLUE STAKED MUST BE ASSUMED AS APPROXIMATE, REQUIRING FIELD VERIFICATION.
5. ALL MATERIALS AND METHODS OF CONSTRUCTION TO BE IN ACCORDANCE WITH RELEVANT CITY STANDARDS AND SPECIFICATIONS.

6. SANITARY SEWER MAINS AND LATERALS TO BE CONSTRUCTED IN ACCORDANCE WITH RIVERDALE CITY STANDARDS AND SPECIFICATIONS.
7. STORM SEWER MAINS TO BE CONSTRUCTED IN ACCORDANCE WITH RIVERDALE CITY STANDARDS AND SPECIFICATIONS.
8. ALL STORM DRAIN AND IRRIGATION CONDUITS SHALL BE INSTALLED WITH WATER TIGHT JOINTS AND CONNECTIONS.
9. ALL STORM DRAIN PIPE PENETRATIONS INTO BOXES SHALL BE CONSTRUCTED WITH WATER TIGHT SEAL ON THE OUTSIDE AND GROUTED SMOOTH WITH A NON-SHRINK GROUT ON THE INSIDE. CONDUITS SHALL BE CUT OFF FLUSH WITH THE INSIDE OF THE BOX.
10. THE DESIGN OF UTILITIES AS SHOWN WILL BE SUBJECT TO THE CONTRACTOR HAVING THE WRITTEN APPROVAL OF THE GOVERNING MUNICIPALITY, OR OTHER AUTHORITY HAVING JURISDICTION OVER THAT UTILITY.
11. ALL STORM DRAIN CONDUITS AND BOXES SHALL BE CLEAN AND FREE OF ROCKS, DIRT, AND CONSTRUCTION DEBRIS PRIOR TO FINAL INSPECTION.

1. CONTRACTOR MUST PROVIDE A REGISTERED LAND SURVEYOR OR PERSONS UNDER THE SUPERVISION OF A REGISTERED LAND SURVEYOR TO SET STAKES FOR THE ALIGNMENT AND GRADE OF EACH MAIN AND/OR FACILITY AS SHOWN ON THE PLANS. THE STAKES SHALL BE MAINTAINED WITH THE HORIZONTAL LOCATION (STATION) AND VERTICAL LOCATION (GRADE) WITH CUTS AND/OR FILLS TO THE APPROVED GRADE OF THE MAIN AND/OR FACILITY AS SHOWN ON THE PLANS.
2. THE CONTRACTOR SHALL PROTECT ALL STAKES AND MARKERS FOR VERIFICATION PURPOSES.
3. CONTRACTOR WILL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND REFERENCE MARKS WITHIN THE PROJECT SITE.

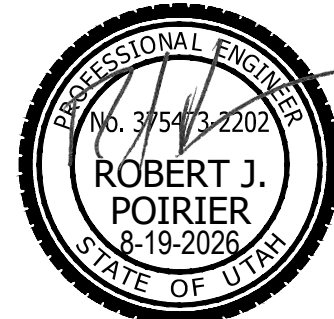
1. PEDESTRIAN / ADA ROUTES SHALL MEET THE FOLLOWING SPECIFICATIONS:
"ROUTES SHALL HAVE A 2.08% (1/48) MAXIMUM CROSS SLOPE."
"ROUTES SHALL HAVE A 5.00% (1/20) MAXIMUM RUNNING SLOPE."
"RAMPS SHALL HAVE A 6.33% (1/12) MAXIMUM RUNNING SLOPE."
2. ADA PARALLEL STALLS: ADJACENT ROUTES SHALL HAVE A 2.08% (1/48) MAXIMUM SURFACE SLOPE IN ANY DIRECTION.
3. THE CONTRACTOR SHALL ADHERE TO THE ABOVE SPECIFICATIONS. IN THE EVENT OF A DISCREPANCY IN THE CONSTRUCTION DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER PRIOR TO ANY CONSTRUCTION.

EXISTING

SYMBOLS		DESCRIPTION
	MONUMENT LINE	SECTION MONUMENT (FOUND)
	CENTER LINE	
	SUBJECT PROPERTY LINE	SECTION CORNER (NOT FOUND)
	ADJACENT PROPERTY LINE	
	EASEMENT LINE	
	DITCH FLOW LINE	
	FENCE LINE	
	ATMS CABLE	
	CABLE TV LINE	
	COMMUNICATIONS LINE	
	FIBER-OPTIC CABLE	
	FIRE LINE	
	IRRIGATION LINE	
	NATURAL GAS LINE	
	OVERHEAD COMMUNICATIONS	
	OVERHEAD POWER LINE	
	OVERHEAD TELEPHONE LINE	
	OVERHEAD TELEVISION LINE	
	POWER LINE	
	POWER/COMMUNICATIONS LINE	
	POWER/TELEPHONE LINE	
	POWER/TELE/COMM LINE	
	ROOF DRAIN LINE	
	SECONDARY WATER LINE	
	SANITARY SEWER LINE	
	STEAM LINE	
	STORM DRAIN LINE	
	TELEPHONE LINE	
	TELEPHONE/COMM LINE	
	UNDERDRAIN	
	UNDERGROUND COMMUNICATIONS	
	UNDERGROUND POWER LINE	
	UNDERGROUND TELEPHONE LINE	
	UNDERGROUND TELEVISION	
	WATER LINE	
	CONTOUR LINE	
	CURB & GUTTER (STD)	
	CURB & GUTTER (OUTFALL)	
	SECTION MONUMENT (FOUND)	
	SECTION CORNER (NOT FOUND)	
	STREET MONUMENT	
	BRASS CAP MONUMENT	
	POWER POLE	
	UTILITY POLE	
	GUY ANCHOR	
	POWER TRANSFORMER	
	TRAFFIC SIGNAL CABINET	
	LIGHT POLE	
	TELEPHONE RISER	
	TELEPHONE MANHOLE	
	TRAFFIC SIGNAL BOX	
	WATER MANHOLE	
	WATER VALVE	
	WATER METER	
	FIRE HYDRANT	
	SANITARY SEWER MANHOLE	
	SANITARY SEWER CLEANOUT	
	STORM DRAIN MANHOLE	
	STORM DRAIN CURB INLET	
	STORM DRAIN CATCH BASIN	
	STORM DRAIN CLEANOUT	
	STORM DRAIN COMBO BOX	
	MAILBOX	
	SIGN	
	FLOW DIRECTION	
	SPOT ELEVATION	
	CONIFEROUS TREE	
	DECIDUOUS TREE	

AC	ACRE	DIP	DUCTILE IRON PIPE	GM	GM	GAS METER	PC	POINT OF COMPOUND CURVE	T	TOWNSHIP
ADA	AMERICANS WITH DISABILITIES ACT	DITREE	DEODIOUS TREE	GH	GAS MANHOLE	PI	PI	POINT OF INTERSECTION	TBC	TOP BACK OF CURB
AD	ADVANCED TRAFFIC MGMT. SYSTEM	DYL	DRAIN YIELD	GL	GLUE	PK	PARKING	TELE	TELEPHONE	
AKS	BUILDING CORNER	E	EAST	GV	GAS VALVE	PP	POWER POLE	LOC	TOP FACE OF CURB	
AL	BURD COP	EB	ELECTRIC BOX	HQVE	HIGH DENSITY POLYETHYLENE	PRC	POINT OF REVERSE CURVE	TFG	TOP FINISH GRADE	
ALC	BOTFORD GRADE	EC	ELECTRIC GRADE LINE	HO	HOLE	PRK	PARKING STRIKE	TEL	TELEPHONE	
BLUE	BLUE STAKED ELECTRIC	ELEV	ELEVATION	HSL	HYDRAULIC GRADE LINE	POC	POINT OF CONNECTION	TMA	TELEPHONE MANHOLE	
BLUFO	BLUE STAKED FIRE OPTIC	EM	ELECTRIC METER	HPT	HIGH POINT	PT	POINT OF TANGENCY	TOH	TOP OF ASPHALT	
BLU	BLUE STAKED NUTAL GRADE	EMH	ELECTRIC MANHOLE	HO	HEADWALL & HIGH WATER	PIR	POWER	TOC	TOP OF CONCRETE	
BLU	BLUE STAKED IRRIGATION	EQAL	ELECTRIC ALARM	HWY	HIGHWAY	PVC	PURVINYL CHLORIDE PIPE	TOF	TOP OF FINING	
BLUSD	BLUE STAKED STORM DRAIN	EOC	EDGE OF CONCRETE	ICW	IRRIGATION CLEAUNOT	R	RANGE	TOG	TOP OF GRATE	
BLU	BLUE STAKED SANITARY SEWER	EOL	EDGE OF GRAVEL	ICV	IRRIGATION CONTROL VALVE	RCP	REINFORCED CONCRETE PIPE	TOE	TOE OF SLOPE	
BLUS	BLUE STAKED TELEPHONE	EOG	EDGE OF WOOD	ICR	INVERT ELEVATION	RCP	REINFORCED CONCRETE PIPE	TOP	TOP OF SLOPE & TOP OF PIPE	
BLUSS	BLUE STAKED WATER	EX or EXIST	EXISTING	ICR	IRRIGATION	REV	REVISION	TOE	TOP OF WALL	
BM	BENCHMARK	F	FIRE	LF	LINEAR FEET	ROW	RIGHT-OF-WAY	TR	TELEPHONE RISER	
BOF	BOTTOM OF FOOTING	FC	FOUNDATION	LF	LINEAR FEET	R	RAILROAD	TV	TELEVISION	
BO	BOTTOM OF BOX	FD	FOUNDATION OF DRAIN	LP	LOW POINT & LIGHT POLE	S	SOUTH	WN	FINISH GRADE AT TOP OF WALL	
BOL	BOLLARD	FDC	FIRE DEPT. CONNECTION	MAX	MAXIMUM	SAD	SEE ARCHITECTURAL DRAWINGS	TRANS	TRANSFORMER	
BOT	BOTTOM	FDNM	FOUND DRAIN	MN	MINIMUM	SD	STORM DRAIN	TR	TRAFFIC SIGNAL	
BOV	BLOW-OFF VALVE	FC	FOUND SECT CORNER	MOV	MOVEMENT	SDCB	STORM DRAIN CATCH BASIN	UB	UNDERGROUND BOX	
BOW	BACK OF WALK	FHE	FINISHED FLOOR ELEVATION	M	METAL PIPE	SDCO	STORM DRAIN CLEAUNOT BOX	UD	UNDERDRAIN	
BW	FINISH GRADE AT BOTTOM OF WALL	FG	FINISHED GRADE	MW	MONITORING WELL	SDMH	STORM DRAIN MANHOLE	UGC	UNDERGROUND COMMUNICATIONS	
CA	CENTERLINE	FH	FIRE HYDRANT	N	NORTH	SP	SPECIFICATIONS	UGP	UNDERGROUND POWER	
CATV	CABLE TELEVISION	FL	FLOW LINE	NG	NATURAL GROUND	SPEC	SPECIFICATIONS	UGT	UNDERGROUND TELEPHONE	
CBR	CONCRETE BARRIER	FN	CHAIN LINK FENCE	NGRT	NG AT RETAINING WALL	SLBM	SALT LAKE BASE & MERIDIAN	UGTV	UNDERGROUND TELEVISION	
CC	CURB CUT	COL	COLUM	N	NAIL & ROSSIGN	SL	SQUARE	UL	UNDERGROUND OTHERWISE	
CC	CURB CUT	FCNIRN	IRON FENCE	NW	NAIL & WASH	SOFT	SQUARE FEET	UP	UTILITY POLE	
COMM	COMMUNICATIONS	FNCVLY	VINYL FENCE	NTS	NOT TO SCALE	SOYD	SQUARE YARD	VCP	VITRIFIED CLAY PIPE	
CONC	CONCRETE	FNW	WOOD FENCE	NTS	NOT TO SCALE	SG	SQUARE GROUND	VCL	VERTICAL	
CONST	CONSTRUCTION	FNWR	WIRE FENCE	OH	OVERHANG	SSCO	SANITARY SEWER CLEANOUT	W	WEST	
CP	CONTROL POINT	FO	FIBER OPTIC	OH	OVERHANG COMMUNICATIONS	SSMH	SANITARY SEWER MANHOLE	WM	WATER METER	
CTREE	CONIFEROUS TREE	FW	FRONT OF WALK	OH	OVERHANG POWER	ST	STEAM	WMH	WATER MANHOLE	
CUT	CUTB CUT	FEET	FEET	OT	OVERHEAD	STATION	STATION	WHR	WATER SURFACE	
CUD	CUBIC YARD	G	NATURAL GAS	OHTV	OVERHEAD TELEVISION	STD	STANDARD	WH	WATER	
CYD	CUBIC YARD	GAR	GARAGE	P	PROPERTY LINE	STM	STORM	WW	WATER VALL	
DEL	DELINELATOR	GBL	GRADE BREAK	PB	POWER BOX	SL	SOLD YELLOW LINE	WV	WATERWAY	
DIAMETER	DIAMETER	GL	GROUND LIGHT	PL	POINT OF CURVATURE	SWL	SOLD WHITE LINE			

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RIVERSIDE FLATS

**690 WEST 4400 SOUTH
RIVERDALE, UTAH**

SOUTHEAST QUARTER OF SECTION 7, T5N, R1W, SALT LAKE BASE AND MERIDIAN

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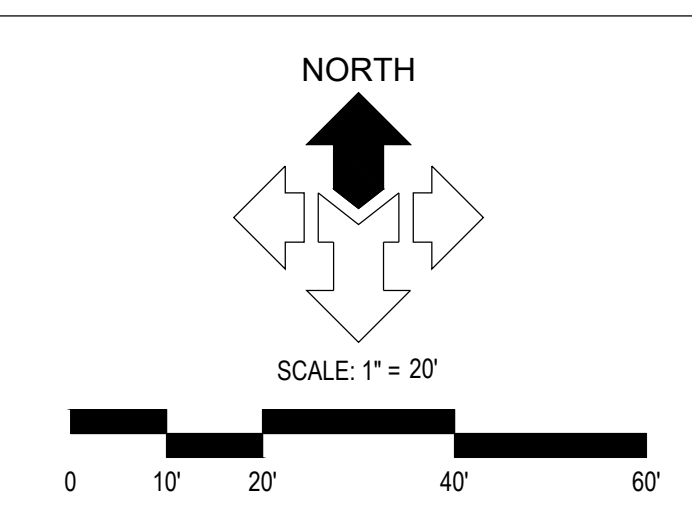
PROJECT NO: 26111

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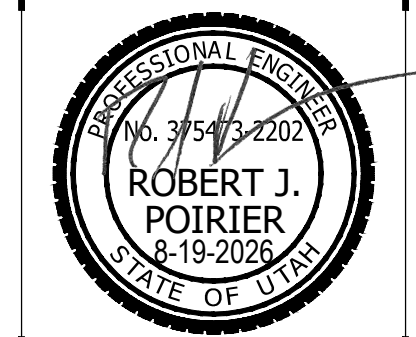
GENERAL NOTES, LEGEND AND ABBREVIATIONS

C0.01



UTILITY TYPE	PROVIDER
WATER	RIVERDALE CITY
STORM	RIVERDALE CITY
COMMUNICATIONS	COMCAST
COMMUNICATIONS	CENTURY LINK
COMMUNICATIONS	INTEGRA
SANITARY SEWER	CENTRAL WEBER SEWER I.D.
NATURAL GAS	ENBRIDGE GAS
POWER	ROCKY MOUNTAIN POWER

	EXISTING CONCRETE FLATWORK TO BE REMOVED/DEMOLISHED AND PROPERLY DISPOSED OF.
1	EXISTING SITE FEATURES (FENCES, GATES, BOLLARDS, GRAVEL DRIVEWAYS, IRRIGATION GATES, CONCRETE DITCHES, WHEEL STRIPS, LANDSCAPING, GROUND LIGHTING, IRRIGATION, MOWSTRIPS, ETC.) TO BE REMOVED/DEMOLISHED AND PROPERLY DISPOSED OF.
2	SAWCUT EXISTING CONCRETE.
3	EXISTING TREE(S) TO BE REMOVED AND PROPERLY DISPOSED OF.
4	EXISTING WATER SERVICE TO BE KILLED AT MAIN, PER GOVERNING BODY STANDARDS AND SPECIFICATIONS.
5	CONTRACTOR TO REMOVE EXISTING WATER METER EQUIPMENT AND COORDINATE THE RETURN TO GOVERNING BODY. EXISTING WATER METER VAULT AND ASSOCIATED WATER SERVICE LINE TO BE REMOVED/DEMOLISHED AND PROPERLY DISPOSED OF.
6	EXISTING CONCRETE CURB AND GUTTER AND/OR CURB WALL TO BE REMOVED/DEMOLISHED AND PROPERLY DISPOSED OF.
7	ANY SEWER LATERALS FOUND DURING CONSTRUCTION SHOULD BE CAPPED AT THE MAIN PER RIVERDALE CITY STANDARDS
1	PRESERVE AND PROTECT EXISTING CONCRETE FLATWORK. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PROTECT EXISTING CONCRETE FLATWORK FROM DAMAGE DURING CONSTRUCTION.
2	PRESERVE AND PROTECT EXISTING CONCRETE CURB AND GUTTER AND/OR CURB WALL. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PROTECT EXISTING CONCRETE CURB AND GUTTER AND/OR CURB WALL FROM DAMAGE DURING CONSTRUCTION.
3	PRESERVE AND PROTECT EXISTING ABOVE-GROUND UTILITY STRUCTURE. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITY FROM DAMAGE DURING CONSTRUCTION.
4	PRESERVE AND PROTECT EXISTING UNDERGROUND UTILITY STRUCTURE. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITY FROM DAMAGE DURING CONSTRUCTION.
5	PRESERVE AND PROTECT EXISTING UNDERGROUND UTILITY LINE. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITY FROM DAMAGE DURING CONSTRUCTION.

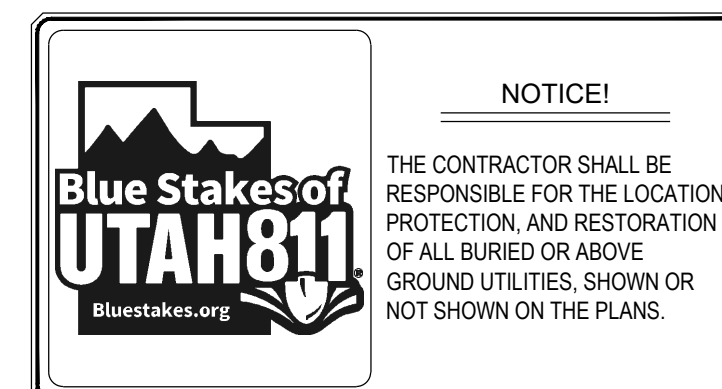


**690 WEST 4400 SOUTH
RIVERDALE, UTAH**

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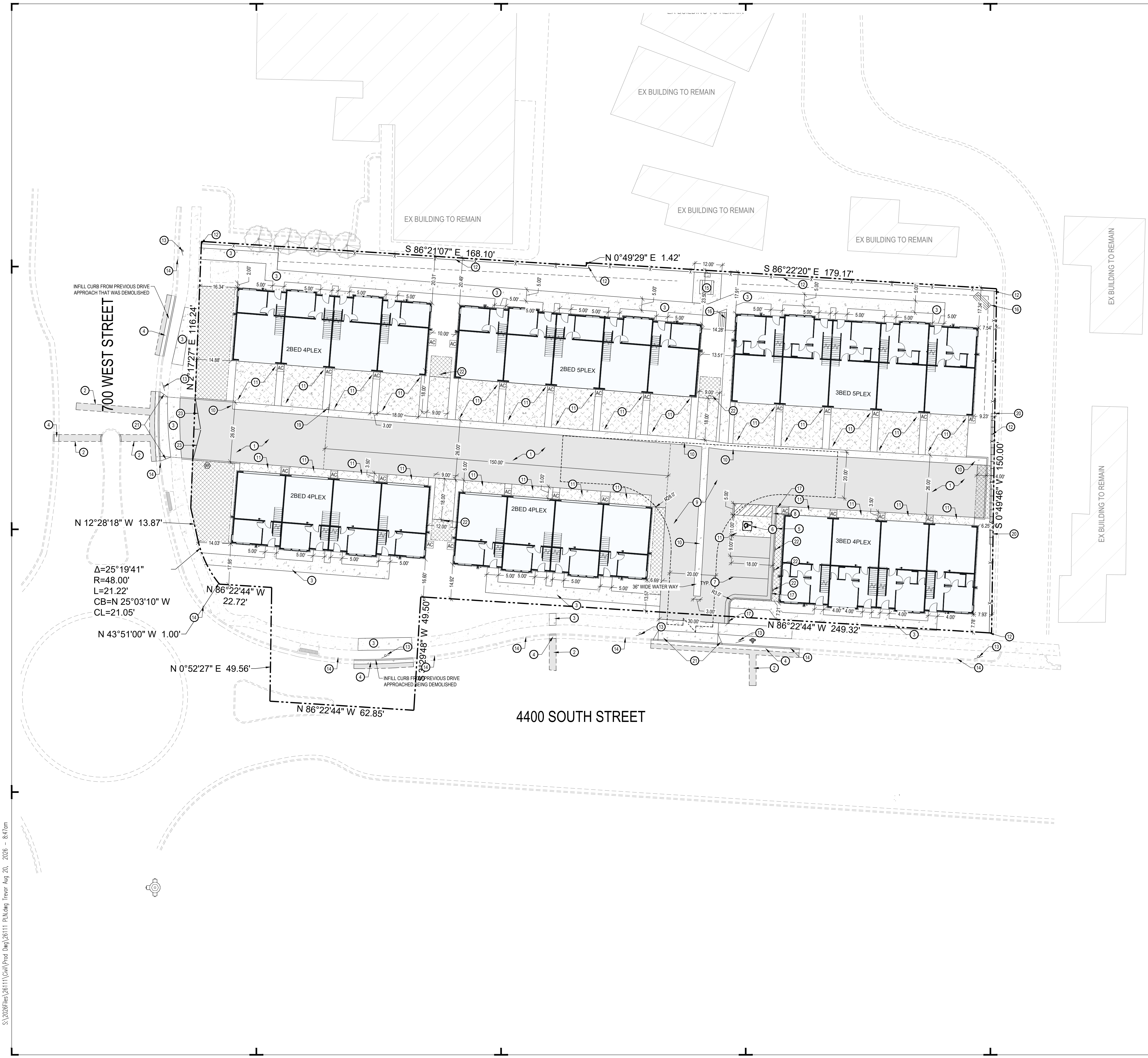
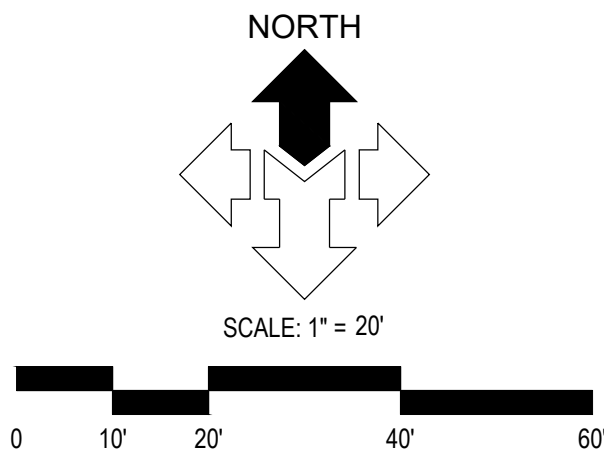
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NOTICE!

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

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DESCRIPTION	AREA	%
HARDSCAPE	23,511 SQFT	43%
LANDSCAPE	12,415 SQFT	23%
BUILDINGS	19,166 SQFT	35%
TOTAL	55,092 SQFT	100%

GENERAL NOTES:
ALL MISSING, NONFUNCTIONING, AND/OR DAMAGED SURFACE IMPROVEMENTS SHALL BE REPLACED. (SIDEWALK, CURB AND GUTTER, FENCING, ETC.)
ALL CONSTRUCTION AND MATERIALS SHALL MEET RIVERDALE CITY STANDARDS.
ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.
SEE ARCHITECTURAL SITE PLAN FOR ADDITIONAL INFORMATION.
SEE LANDSCAPE PLANS FOR IRRIGATION AND PLANTING.
ALL WORK TO COMPLY WITH RIVERDALE CITY STANDARDS AND SPECIFICATIONS.
ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.

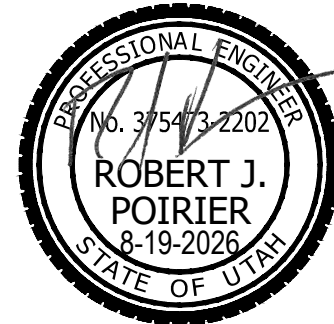
- KEYED NOTES:**
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- 1 STANDARD DUTY ASPHALT PAVEMENT WITH GRANULAR BASE PER DETAIL 'D1', SHEET C5.01.
 - 2 ASPHALT T-PATCH, PER RIVERDALE CITY STANDARDS AND SPECIFICATIONS.
 - 3 CONCRETE SIDEWALK, PER RIVERDALE CITY DETAIL '3', SEE SHEET C5.01.
 - 30" CONCRETE CURB AND GUTTER, PER RIVERDALE CITY DETAIL '3', SEE SHEET C5.01.
 - 4 VAN ACCESSIBLE ADA PARKING SIGN, SEE DETAIL 'D6', SHEET C5.01.
 - 5 PAINTED ADA SYMBOL, SEE DETAIL 'D5', SHEET C5.01.
 - 7 4" WIDE SOLID YELLOW PARKING STALL STRIPE LINES.
 - 8 4" WIDE SOLID YELLOW PEDESTRIAN STRIPE LINES.
 - 9 FIRE TRUCK HAMMER HEAD TURN AROUND.
 - 10 36" WIDE CONCRETE WATERWAY, SEE DETAIL 'D3', SHEET C5.01.
 - 11 CONCRETE PAVEMENT WITH GRANULAR BASE PER DETAIL 'C1', SHEET C5.01.
 - 12 NEW 6" CEDAR FENCE TO BE INSTALLED ALONG NORTH AND EAST PROPERTY LINES.
 - 13 NO PARKING SIGNS AT DEGREE ANGLE TO STREET, PER RIVERDALE CITY DETAIL '7', SEE SHEET C5.02.
 - 14 NO PARKING AREA TO HAVE NO PARKING SIGNS PER RIVERDALE CITY STANDARDS AND SPECIFICATIONS.
 - 15 NEW 4" THICK CONCRETE PATIO WITH COVERED PICNIC TABLE AND BBQ GRILL.
 - 16 NEW BENCH.
 - 24" CONCRETE RELEASE CURB AND GUTTER, SEE DETAIL 'C4', SHEET C5.01.
 - 17 SNOW STACKING ZONE, NO PLOWING OF SNOW OFFSITE ALLOWED PER COR'S. TOTAL 1,996 SQ FT OF SNOW STACKING AVAILABLE.
 - 18 END OF EMERGENCY ACCESS SIGN.
 - 20 PRECAST KEYSTONE MODULAR BLOCK WALL WITH ACCOMMODATIONS FOR FENCE POSTS. BRICKS ARE TO BE 18" X 36" X 18". CONTRACTOR TO FOLLOW ALL MANUFACTURER RECOMMENDATIONS. SEE DETAIL ON SHEET C5.01.
 - 21 NEW FLARE DRIVE APPROACH TO BE INSTALLED PER RIVERDALE CITY DETAIL '4', SEE SHEET C5.02.
 - 22 GUEST PARKING SIGNS PER RIVERDALE STANDARDS AND SPECIFICATIONS.
 - 23 EMERGENCY ACCESS GATE WITH KNOX BOX.

*EACH TOWN HOME WILL HAVE THEIR OWN ROLLING TRASH CANS, KEPT IN THEIR GARAGES.

PARKING TABLE				
PARKING REQUIRED	2 STALLS PER TOWNHOME	25 PER VISITOR	N/A	56
PARKING PROVIDED	2 STALLS INSIDE EACH GARAGE (28'2"-52')	4 VISITOR STALLS (1 ADA)	2 ON STREET PARKING SPOTS	58 (1 ADA)



NOTICE!
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RIVERSIDE FLATS

**690 WEST 4400 SOUTH
RIVERDALE, UTAH**

SOUTHEAST QUARTER OF SECTION 7, T5N, R1W, SALT LAKE BASE AND MERIDIAN

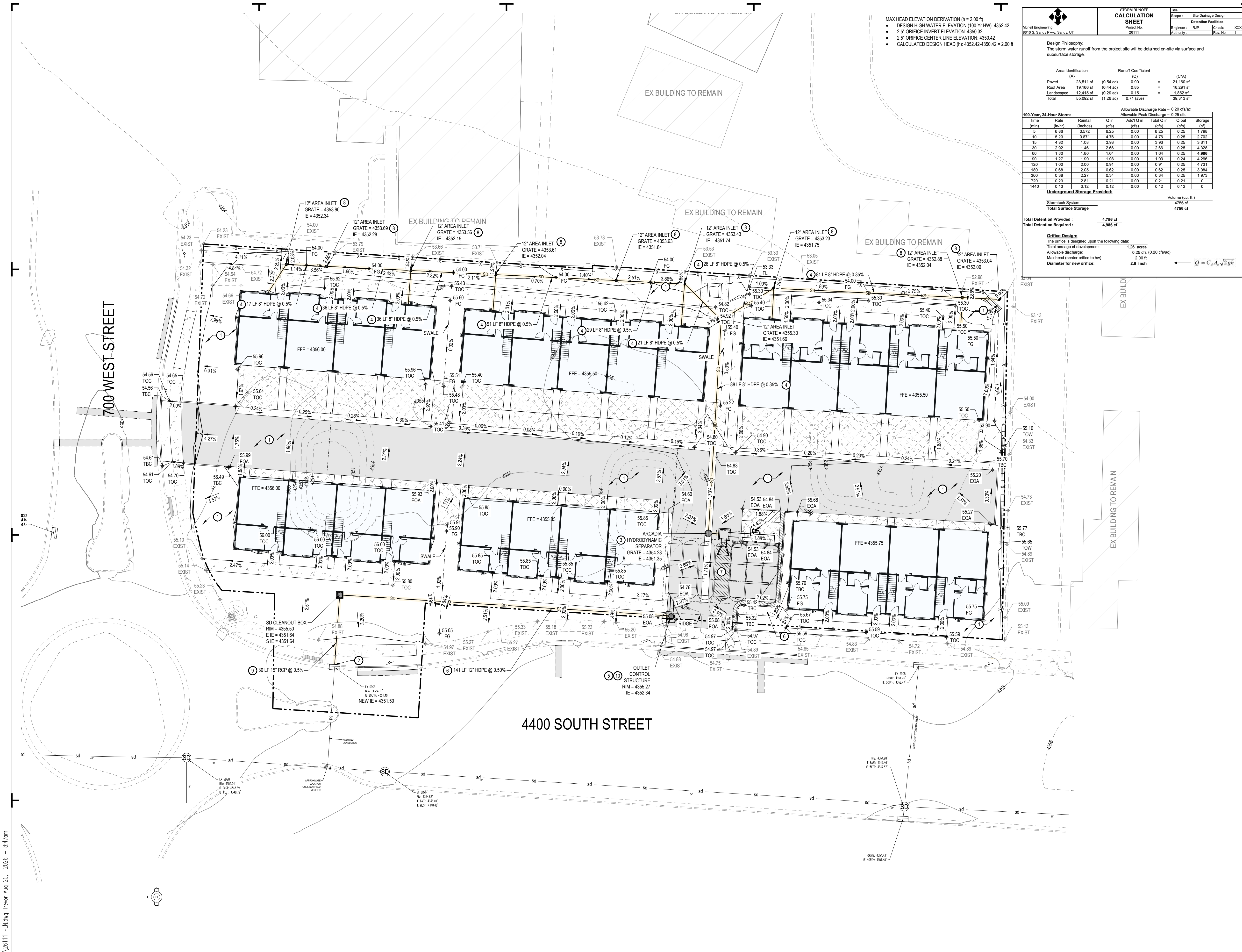
REVISIONS

REV	DATE	DESCRIPTION
1	08/04/2026	CITY COMMENTS

PROJECT NO:	26111
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DATE:	8/20/2026

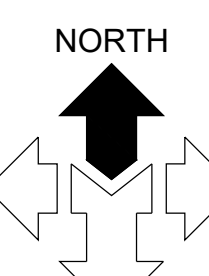
**CIVIL
SITE PLAN**

C1.01

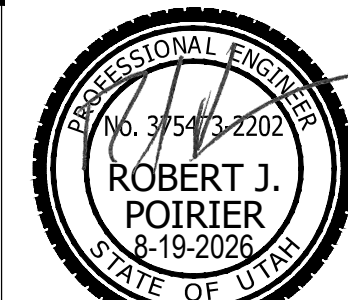


NOTICE!

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SCALE: 1" = 20'



RIVERSIDE FLATS

690 WEST 4400 SOUTH
 RIVERDALE, UTAH
 SOUTHEAST QUARTER OF SECTION 7, T5N, R1W, SALT LAKE BASE AND MERIDIAN

REVISIONS

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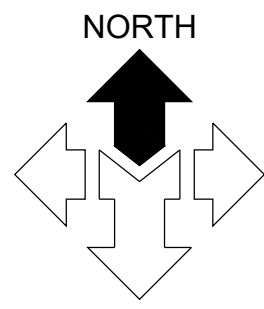
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GRADING AND DRAINAGE PLAN

C2.01

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GENERAL NOTES:
THE CONTRACTOR IS TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. SPECIFIC DETAILS REFERRED TO ON THIS SHEET SHALL BE USED IN COMBINATION WITH OTHER ACCEPTED LOCAL PRACTICES.

ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE LOCAL AGENCY'S EROSION CONTROL STANDARDS AND SPECIFICATIONS AND ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE AGENCY HAVING JURISDICTION. ALSO INSPECTORS WILL HAVE THE RIGHT TO CHANGE THE FACILITIES AS NEEDED.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING THE LOCATIONS OF ALL EXISTING UTILITIES. IF CONFLICTS OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.

THE CONTRACTOR SHALL PROVIDE ADEQUATE DUST CONTROL.

WHEN GRADING OPERATIONS HAVE BEEN COMPLETED AND THE DISTURBED GROUND SHALL BE LEFT OPEN FOR 30 DAYS OR MORE THE AREA SHALL BE FURROWED PARALLEL TO THE CONTOURS OF THE AREA.

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

MAINTENANCE:
THE OWNER'S REPRESENTATIVE SHALL MAKE ROUTINE CHECKS ON ALL EROSION CONTROL MEASURES TO DETERMINE IF REPAIRS OR SEDIMENT REMOVAL IS NECESSARY. DUE TO CONDITIONS THAT MAY ARISE IN THE FIELD, ADDITIONAL CONTROL MAY BE DETERMINED TO BE NECESSARY.

SILT FENCE BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT THE LEAST DAILY DURING PROLONGED RAINFALL.

CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED SILT FENCES, END RUNS, AND UNDERCUTTING BENEATH SILT FENCING.

NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF SILT FENCING SHALL BE ACCOMPLISHED PROMPTLY.

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

KEYED NOTES:
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS:

① SILT FENCE AS SHOWN ON PLAN. SEE DETAIL 'C3', SHEET C5.04.
② INLET PROTECTION AROUND EXISTING OR NEW STORM DRAIN CATCH BASINS OR CURB INLETS. SEE DETAIL 'A1', SHEET C5.04.
③ TEMPORARY CONSTRUCTION ENTRANCE. SEE DETAIL 'C1', SHEET C5.04. LOCATION SHOWN IS SUGGESTIVE. CONTRACTOR TO RELOCATE AS NEEDED.
④ CONCRETE WASHOUT AREA. CREATE A MIN. 10'X10' AREA WITH A 1' HIGH BERM. LINE AREA WITH PLASTIC. DISCARD WASTE IN DUMPSTER WHEN FULL AND LEGALLY DISPOSE OF. SEE DETAIL 'A3', SHEET C5.04. LOCATION SHOWN IS SUGGESTIVE. CONTRACTOR TO RELOCATE AS NEEDED.
⑤ CONSTRUCTION DUMPSTER. CHECK LEVEL DAILY. LEGALLY DISPOSE OF WASTE AS NEEDED. LOCATION SHOWN IS SUGGESTIVE. CONTRACTOR TO RELOCATE AS NEEDED.
⑥ PORTABLE CONSTRUCTION TOILET. TOILET TO BE PROPERLY SECURED TO PREVENT TIPPING. BUILD 6" BERM AROUND TOILET TO CONTAIN ANY SPILLS OR LEAKAGE. CHECK LEVEL DAILY. LEGALLY DISPOSE OF WASTE AS NEEDED. SEE DETAIL 'C3', SHEET C5.04. LOCATION SHOWN IS SUGGESTIVE. CONTRACTOR TO RELOCATE AS NEEDED.
⑦ MATERIAL STORAGE AND STOCK PILE AREA. SEE DETAIL 'A5', SHEET C5.04. LOCATION SHOWN IS SUGGESTIVE. CONTRACTOR TO RELOCATE AS NEEDED.



NOTICE!
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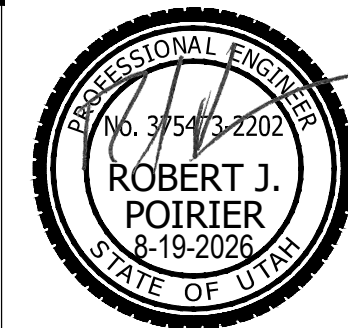
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REVISIONS		DESCRIPTION	
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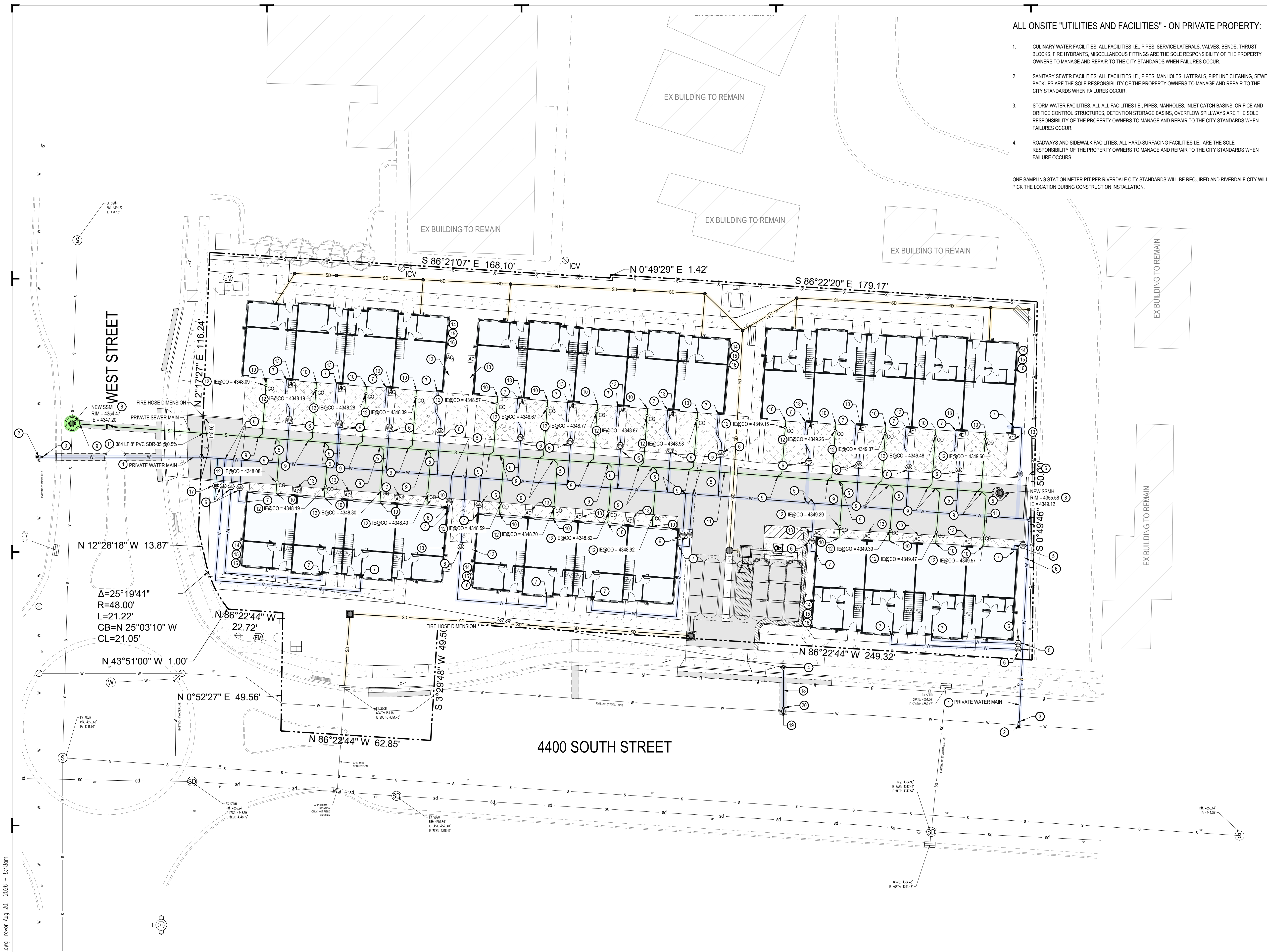
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EROSION CONTROL PLAN
C2.10

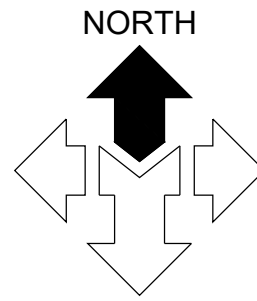
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ALL ONSITE "UTILITIES AND FACILITIES" - ON PRIVATE PROPERTY:

1. CULINARY WATER FACILITIES: ALL FACILITIES I.E., PIPES, SERVICE LATERALS, VALVES, BENDS, THRUST BLOCKS, FIRE HYDRANTS, MISCELLANEOUS FITTINGS ARE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS TO MANAGE AND REPAIR TO THE CITY STANDARDS WHEN FAILURES OCCUR.
2. SANITARY SEWER FACILITIES: ALL FACILITIES I.E., PIPES, MANHOLES, LATERALS, PIPELINE CLEANING, SEWER BACKUPS ARE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS TO MANAGE AND REPAIR TO THE CITY STANDARDS WHEN FAILURES OCCUR.
3. STORM WATER FACILITIES: ALL FACILITIES I.E., PIPES, MANHOLES, INLET CATCH BASINS, ORIFICE AND ORIFICE CONTROL STRUCTURES, DETENTION STORAGE BASINS, OVERFLOW SPILLWAYS ARE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS TO MANAGE AND REPAIR TO THE CITY STANDARDS WHEN FAILURES OCCUR.
4. ROADWAYS AND SIDEWALK FACILITIES: ALL HARD-SURFACING FACILITIES I.E., ARE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS TO MANAGE AND REPAIR TO THE CITY STANDARDS WHEN FAILURE OCCURS.

ONE SAMPLING STATION METER PIT PER RIVERDALE CITY STANDARDS WILL BE REQUIRED AND RIVERDALE CITY WILL PICK THE LOCATION DURING CONSTRUCTION INSTALLATION.



SCALE: 1" = 20'



GENERAL NOTES:

CONTRACTOR IS TO COORDINATE ALL SITE UTILITIES WITH PLUMBING DRAWINGS.

ALL NEW WATER CONSTRUCTION TO BE DONE IN ACCORDANCE WITH RIVERDALE CITY STANDARDS & SPECIFICATIONS.

ALL NEW SANITARY SEWER CONSTRUCTION TO BE DONE IN ACCORDANCE WITH RIVERDALE CITY STANDARDS & SPECIFICATIONS.

CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND INVERT ELEVATIONS OF EXISTING MANHOLES AND OTHER UTILITIES BEFORE STAKING OR CONSTRUCTING ANY SEWER LINES.

FOUR FEET OF COVER IS REQUIRED OVER ALL SEWER LINES.

MAINTAIN A MINIMUM OF 48 INCHES OF COVER ON ALL WATER LINES.

CONTRACTOR IS TO COORDINATE LOCATION AND DESIGN OF NEW COMMUNICATION / DATA FACILITIES TO BUILDING WITH UTILITY PROVIDER.

CONTRACTOR IS TO COORDINATE LOCATION AND DESIGN OF NEW NATURAL GAS FACILITIES TO BUILDING WITH DOMINION ENERGY AND MECHANICAL PLANS.

LOCATION OF ALL UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE LOCATIONS. CONTRACTOR IS TO VERIFY CONNECTION POINTS WITH EXISTING UTILITIES. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO EXISTING UTILITIES AND UTILITY STRUCTURE THAT ARE TO REMAIN.

UTILITY PROVIDERS:
WATER: RIVERDALE CITY
SEWER: RIVERDALE CITY
NATURAL GAS: ENBRIDGE GAS
ELECTRICAL POWER: ROCKY MOUNTAIN POWER
TELEPHONE: CENTURY LINK

KEYED NOTES:

- PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS.
1. 8" BLUE PVC C-900 DR-18 PRIVATE WATER LINE, INCLUDING ALL FITTINGS AND THRUST BLOCKING. PER RIVERDALE CITY DETAIL 21 ON SHEET C5.02. PRIVATELY MAINTAINED FROM GATE VALVE TO GATE VALVE.
 2. CONNECT NEW PRIVATE 8" PVC C-900 DR-18 WATER LINE TO EXISTING 8" WATER MAIN, PER RIVERDALE CITY DETAIL 20 ON SHEET C5.02. PRIVATELY MAINTAINED FROM MANHOLE TO MANHOLE.
 3. 8" GATE VALVE WITH VALVE BOX. PER RIVERDALE CITY DETAIL 20 ON SHEET C5.02.
 4. FIRE HYDRANT ASSEMBLY COMPLETE. PER RIVERDALE CITY DETAIL 19. SEE SHEET C5.02.
 5. CONNECT NEW PRIVATE 1" TYPE 'K' COPPER WATER SERVICE LINE TO 8" WATER MAIN, PER RIVERDALE CITY DETAIL 20 ON SHEET C5.02.
 6. 3/4" WATER SERVICE METER SET, PER RIVERDALE CITY DETAIL 20, SEE SHEET C5.02.
 7. 3/4" POLY PIPE PRIVATE WATER SERVICE LINE. PER RIVERDALE CITY STANDARDS AND SPECIFICATIONS.
 8. 5" DIAMETER PRIVATE SANITARY SEWER MANHOLE. PER RIVERDALE CITY DETAIL 10 ON SHEET C5.01.
 9. CONNECT NEW PRIVATE SANITARY SEWER LINE TO NEW SANITARY SEWER MAN HOLE. PER RIVERDALE CITY DETAIL 11 ON SHEET C5.02.
 10. 4" PVC SDR-35 PRIVATE SANITARY SEWER LATERAL, INCLUDING ALL FITTINGS. CLEANOUTS AT 50-FOOT MAXIMUM SPACING. PER RIVERDALE CITY DETAIL 11 ON SHEET C5.02.
 11. 8" PVC SDR-35 PRIVATE SANITARY SEWER MAIN, INCLUDING ALL FITTINGS. PER RIVERDALE CITY DETAIL 11 ON SHEET C5.02.
 12. SANITARY SEWER CLEANOUT. PER RIVERDALE CITY DETAIL 11 ON SHEET C5.02.
 13. AIR CONDITIONING UNITS. SEE ELECTRICAL PLANS FOR DETAILS.
 14. APPROXIMATE LOCATION OF NEW UNDERGROUND POWER SERVICE LINE. CONTRACTOR TO COORDINATE SIZE, DESIGN AND INSTALLATION BY ROCKY MOUNTAIN POWER WITH OTHER CONSTRUCTION.
 15. APPROXIMATE LOCATION OF NEW NATURAL GAS FACILITIES. CONTRACTOR TO COORDINATE SIZE, DESIGN AND INSTALLATION BY ENBRIDGE GAS WITH OTHER CONSTRUCTION.
 16. APPROXIMATE LOCATION OF NEW UNDERGROUND TELEPHONE LINE. CONTRACTOR TO COORDINATE DESIGN AND INSTALLATION BY CENTURY LINK WITH OTHER CONSTRUCTION.
 17. NEW 3/4" IRRIGATION METER SEE METER DETAIL SHEET C5.02. FOR BACKFLOW PREVENTION AND STOP/WASTE SEE LANDSCAPE PLANS FOR DETAILS.
 18. 6" BLUE PVC C-900 DR-18 PRIVATE WATER LINE, INCLUDING ALL FITTINGS AND THRUST BLOCKING. PER RIVERDALE CITY DETAIL 21 ON SHEET C5.02.
 19. CONNECT NEW 6" PVC C-900 DR-18 WATER LINE TO EXISTING 8" WATER MAIN, PER RIVERDALE CITY DETAIL 20 ON SHEET C5.02.
 20. 8" GATE VALVE WITH VALVE BOX. PER RIVERDALE CITY DETAIL 20 ON SHEET C5.02.

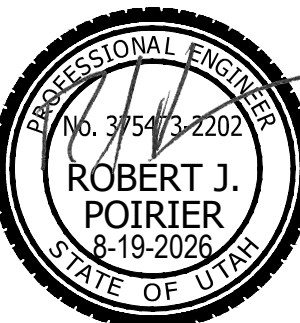
WATER USAGE TABLE

	PEAK	ANNUAL
CULINARY WATER	36 GPM	3,796,000
SANITARY SEWER	36 GPM	3,796,000
LANDSCAPE WATER	25 GPM	2,636,111



NOTICE!

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.



RIVERSIDE FLATS

690 WEST 4400 SOUTH
RIVERDALE, UTAH

SOUTHEAST QUARTER OF SECTION 7, T5N, R1W, SALT LAKE BASE AND MERIDIAN

REVISIONS

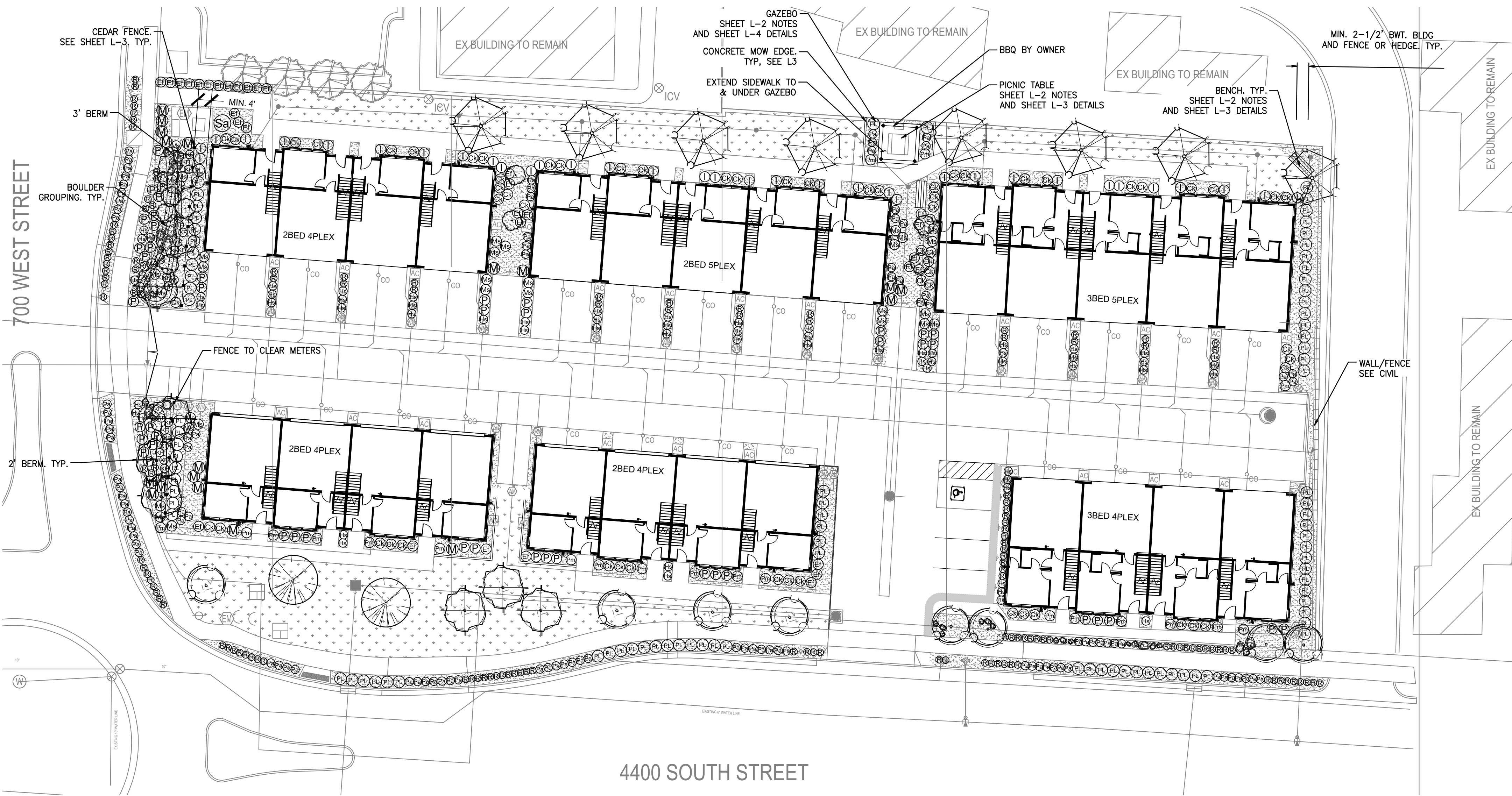
REV	DATE	DESCRIPTION
1	08/04/2026	CITY COMMENTS

PROJECT NO:	26111
DRAWN BY:	TJO
CHECKED BY:	RJP
DATE:	8/20/2026

SITE
UTILITY
PLAN

C4.01

LANDSCAPE PLAN



LEGEND

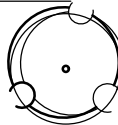
- ROCK MULCH
ROCA 3/4" MAX. WASHED ROCK
FROM GENEVA ROCK.
- 4" DIA. BARK MULCH TREE RING
ONE-HALF-INCH (1/2") SIZE, TO
ONE-QUARTER (1/4"). WOOD AND
BARK. FINE TEXTURED AND DARK
BROWN IN COLOR. 3" DEEP OVER
WEED BARRIER.



RIVERDALE CODE REQUIREMENTS

PER CITY OF RIVERDALE MUNICIPAL CODE (CRMC)10-28-5:
TOTAL SITE AREA: 52,737 SF (NOT INCLUDING RIGHT-OF-WAY)
LAWN AREA: 20% X 52,737 SF = 10,547 SF OF LAWN ALLOWABLE ON SITE, 6,512 SF PROVIDED OR 12%.
(NOTE PER CRMC10-28-5, A. TURF OR LAWN NOT TO EXCEED 35%)
PER CITY REVIEW "PLAN CORRECTIONS REPORT" FROM JUNE 22, 2026, 75% OF LANDSCAPE AREAS ARE TO
CONTAIN SHRUBS AND ORNAMENTAL GRASSES.
CRMC10-28-5, A. HARDSCAPE SHALL NOT EXCEED 50% OF SITE'S OPEN SPACE. OPEN SPACE = 33,819
SF/2 = 16,910 SF. HARDSCAPE = 4,742 SF OR 28%
3" OF MULCH REQUIRED.
NO TREES IN PARKING STRIP (ROW).
(4 EACH 4" DECIDUOUS TREES REMOVED FOR BUILDING STRUCTURES. NOT SHOWN.)

PLANT SCHEDULE

<u>SYMBOL</u>	<u>QTY</u>	<u>BOTANICAL / COMMON NAME</u>	<u>CONT.</u>	<u>SIZE</u>	<u>REMARKS</u>	
TREES						
	8	ACER GRANDIDENTATUM BIGTOOTH MAPLE	10 GAL.		BRANCHED AT 5 FT.	
	8	AMELANCHIER ALNIFOLIA SASKATOON SERVICEBERRY (SINGLE STEM)	10 GAL.		BRANCHING AT 3-4 FT;	
	9	BETULA PAPYRIFERA PAPER BIRCH (SINGLE STEM)	B & B	1.5" CAL.	BRANCHED AT 6 FT.	
	8	POPULUS TREMULOIDES QUAKING ASPEN (MULTI-STEM)	10 GAL.		BRANCHED AT 5 FT.	
EVERGREEN TREES						
	2	PICEA PUNGENS 'HOOPSII' HOOPSII COLORADO SPRUCE	B & B	6' - 7' HT.	FULL WITH STRAIGHT TRUNK AND	
<u>SYMBOL</u>	<u>QTY</u>	<u>BOTANICAL / COMMON NAME</u>	<u>CONT.</u>	<u>WATER USE</u>	<u>SPACING</u>	<u>REMARKS</u>
SHRUBS						
	63	CORNUS SERICEA 'KELSEY' DWARF REDTWIG DOGWOOD	1 GAL.		36" o.c.	
	33	EUONYMUS FORTUNEI 'EMERALD 'N GOLD' EMERALD 'N GOLD WINTERCREEPER	2 GAL.	DROUGHT TOLERANT	36" o.c.	FULL AND MATCHING
	35	ILEX CRENATA 'CONVEXA' CONVEX-LEAVED JAPANESE HOLLY	18"-24" HT	DROUGHT TOLERANT	36" o.c.	FULL AND MATCHING
	18	MAHONIA AQUIFOLIUM 'COMPACTA' COMPACT OREGON GRAPE	1 GAL.		42" o.c.	
	21	PINUS MUGO 'MOPS' MUGO PINE	5 GAL.	DROUGHT TOLERANT	36" o.c.	FULL AND MATCHING
	46	POTENTILLA FRUTICOSA 'GOLD DROP' GOLD DROP BUSH CINQUEFOIL	2 GAL.	DROUGHT TOLERANT	36" o.c.	FULL AND MATCHING
	90	PRUNUS LAUROCERASUS 'NANA' DWARF ENGLISH LAUREL	1 GAL.		42" o.c.	FULL AND BUSHY
	1	SAMBUCUS NIGRA 'EVA' TM BLACK LACE ELDERBERRY	2 GAL.	DROUGHT TOLERANT	60" o.c.	FULL AND MATCHING

GRASSES AND PERENNIALS

	22	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	1 GAL.	DROUGHT TOLERANT	30" o.c.	FULL AND MATCHING
	64	HELICOTRICHON SEMPERVIRENS FEATHER REED GRASS	1 GAL.	DROUGHT TOLERANT	30" o.c.	FULL AND MATCHING
	36	MISCANTHUS SINENSIS 'YAKU JIMA' YAKU JIMA EULALIA GRASS	2 GAL.	DROUGHT TOLERANT	36" o.c.	FULL AND MATCHING
	99	PENNISETUM ALOPECUROIDES 'HAMELN' HAMELN FOUNTAIN GRASS	1 GAL.	DROUGHT TOLERANT	30" o.c.	FULL AND MATCHING
	136	RUDBECKIA FULGIDA 'GOLDSTURM' GOLDSTURM CONEFLOWER	1 GAL.	DROUGHT TOLERANT	24" o.c.	FULL AND MATCHING

GROUND COVERS

	LAWN	SOD OR SEED
	DROUGHT TOLERANT SUN/SHADE BLEND	



Know what's below.
Call before you dig.

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION
AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS
IS BASED ON DESIGN DRAWINGS, RECORDS OF THE VARIOUS UTILITY
COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE
FIELD. CORESTATES, INC. DOES NOT GUARANTEE THAT LOCATIONS
SHOWN ARE EXACT. THE CONTRACTOR MUST CONTACT THE
APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY
EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES.

RIVERDALE TOWNHOME PROJECT
NWC 4400 S ST AND S 700 W
OGDEN, UT 84405

FORZA COMMERCIAL
2180 S. 1300 E., STE 240
SALT LAKE CITY, UT 84106

REV	DATE	COMMENT	BY
1	07/01/26	CITY REVIEW COMMENTS	TCL
4	08/04/26	CITY REVIEW COMMENTS	TCL
5	08/24/26	CITY REVIEW COMMENTS	TCL

Drawn: TCL
Reviewed: JVM
Sheet Date: 08/24/2026
Proj. Number: 24182

LANDSCAPE PLAN

LANDSCAPE NOTES AND DETAILS

LANDSCAPE PLANTING NOTES AND MATERIALS

SCOPE OF WORK

FURNISH ALL MATERIALS, LABOR, EQUIPMENT AND RELATED ITEMS NECESSARY TO ACCOMPLISH TOPSOIL, TREATMENT AND PREPARATION OF SOIL, FINISH GRADING, PLACEMENT OF SPECIFIED PLANT MATERIALS, FERTILIZER, STAKING, MULCH, CLEAN-UP, DEBRIS REMOVAL, AND 30-DAY MAINTENANCE.

QUALIFICATIONS:
LANDSCAPE CONTRACTOR TO BE SKILLED AND KNOWLEDGEABLE IN THE FIELD OF WORK AND HAVE A MINIMUM OF FIVE (5) YEAR'S EXPERIENCE INSTALLING SIMILAR WORK. CONTRACTOR TO BE LICENSED TO PERFORM THE WORK SPECIFIED WITHIN THE PRESIDING JURISDICTION.

JOB CONDITIONS:
IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW THE SITE AND REPORT ANY DISCREPANCIES TO THE OWNER OR THE OWNER'S REPRESENTATIVES. ALL PLANT MATERIAL AND FINISH GRADES ARE SUBJECT TO APPROVAL BY THE OWNER.

PROTECTION:
SAVE AND PROTECT ALL EXISTING PLANTINGS SHOWN TO REMAIN. DO NOT PLANT UNTIL OTHER CONSTRUCTION OPERATIONS WHICH CONFLICT HAVE BEEN COMPLETED. IF AN IRRIGATION SYSTEM IS TO BE INSTALLED DO NOT PLANT UNTIL THE SYSTEM HAS BEEN INSTALLED, TESTED, AND APPROVED BY THE OWNER. HANDLE PLANTS WITH CARE. DO NOT DAMAGE OR BREAK ROOT SYSTEM, BARK, OR BRANCHES. REPAIR AND/OR REPLACE ITEMS DAMAGED AS A RESULT OF WORK, OR WORK NOT IN COMPLIANCE WITH PLANS AND SPECIFICATIONS, AS DIRECTED BY OWNER AT NO ADDITIONAL COST TO THE OWNER.

REPAIR OF EXISTING PLANTINGS:
DURING THE COURSE OF WORK, REPAIR ALL EXISTING PLANTING AREAS BY PRUNING DEAD GROWTH, RE-ESTABLISHING FINISH GRADE AND RE-MULCHING TO SPECIFIED DEPTH.

GARANTEE:
GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE OF THE JOB BY OWNER.

30-DAY MAINTENANCE:
CONTRACTOR TO PROVIDE OWNER WITH A SCOPE OF WORK AT TIME OF INITIAL PROJECT BID TO PROVIDE LANDSCAPE FOR 30 DAYS FOLLOWING PROJECT CLOSING. MAINTENANCE WORK TO INCLUDE MAINTENANCE AS DESCRIBED BELOW, IN PLANTING AND IRRIGATION MAINTENANCE.

SUBMITTALS:
SUBMIT THE FOLLOWING TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO THE START OF ANY WORK:
A) DOCUMENTATION THAT ALL PLANT MATERIAL HAS BEEN ORDERED.
B) TOPSOIL ANALYSIS AND RECOMMENDED AMENDMENTS.
C) TREE STAKING AND GUYING MATERIALS.
D) PLANTING SCHEDULE INCLUDING DATES AND TIMES.

MATERIALS:

PLANT MATERIALS:
PLANT MATERIALS TO BE GRADE NO. 1, SIZED IN ACCORDANCE WITH (AAN) AMERICAN STANDARDS FOR NURSERY STOCK (ANSI Z60.1-2004). PRUNE PLANTS RECEIVED FROM THE NURSERY ONLY UPON AUTHORIZATION BY THE LANDSCAPE ARCHITECT. "B & B" INDICATES BALLED AND BURLAPPED; "CONT." INDICATES CONTAINER; "BR" INDICATES BARE ROOT; "CAL" INDICATES CALIPER AT 6" ABOVE SOIL LINE; "GAL" INDICATES GALLON.
A) SPECIFIED PLANT CANOPY SIZE OR CALIPER IS THE MINIMUM ACCEPTABLE CONTAINER OR BALL SIZE AND ESTABLISHES MINIMUM PLANT CONDITION TO BE PROVIDED.
B) **QUALITY:**
PLANT MATERIAL TO COMPLY WITH STATE AND FEDERAL LAWS FOR DISEASE INSPECTION, PLANTS TO BE FULLY LIVE, VIGOROUS, WELL FORMED, WITH WELL DEVELOPED FIBROUS ROOT SYSTEMS. ROOT BALLS TO BE SOLID AND FIRMLY HELD TOGETHER, SECURELY CONTAINED AND PROTECTED FROM INJURY AND DESICCATION. PLANTS DETERMINED BY LANDSCAPE ARCHITECT TO HAVE BEEN DAMAGED; HAVE DEFORMITIES OF STEM, BRANCHES, OR ROOTS; LACK SYMMETRY, HAVE MULTIPLE LEADERS OR "Y" CROTCHES LESS THAN 30 DEGREES IN TREES, OR DO NOT MEET SIZE OR ANY STANDARDS WILL BE REJECTED. PLANT MATERIAL TO BE FROM A SINGLE NURSERY SOURCE FOR EACH SPECIFIED SPECIES/HYBRID. NURSERY SOURCES TO BE THOSE LOCATED IN THE SAME REGION AS THE JOB SITE.
C) **SUBSTITUTION:**
NO SUBSTITUTION OF PLANT MATERIAL, SPECIES OR VARIETY, WILL BE PERMITTED UNLESS WRITTEN EVIDENCE IS SUBMITTED TO THE OWNER FROM TWO QUALIFIED PLANT BROKERAGE OFFICES. SUBSTITUTIONS WHICH ARE PERMITTED TO BE IN WRITING FROM THE OWNER AND LANDSCAPE ARCHITECT, THE SPECIFIED SIZE, SPECIES AND NEAREST VARIETY, AS APPROVED, TO BE FURNISHED. SUBSTITUTIONS MAY REQUIRE SUBMITTAL TO REVISED LANDSCAPE PLAN TO CITY FOR APPROVAL.
D) LABEL AT LEAST ONE (1) TREE, SHRUB, AND GROUNDCOVER OF EACH VARIETY WITH A SECURELY ATTACHED WATERPROOF TAG BEARING LEGIBLE DESIGNATION OF BOTANICAL AND COMMON NAMES.
E) DELIVER PLANT MATERIAL AFTER PREPARATION OF PLANTING AREAS HAVE BEEN COMPLETED AND PLANT IMMEDIATELY. IF PLANTING IS DELAYED MORE THAN SIX (6) HOURS AFTER DELIVERY, SET MATERIAL IN SHADE, PROTECT FOR WEATHER AND MECHANICAL DAMAGE, AND KEEP ROOT BALLS MOIST BY COVERING WITH MULCH, BURLAP OR OTHER ACCEPTABLE MEANS OF RETAINING MOISTURE.

SOIL PREPARATION:
TOPSOIL, AMENDMENT, AND BACKFILL, ARE GENERAL REQUIREMENTS FOR ALL LANDSCAPE AREAS, UNLESS NOTED OTHERWISE ON THE PLANS. SOIL AMENDMENTS AND FERTILIZER NOTED BELOW ARE TO BE USED FOR BID PRICE BASIS ONLY. SPECIFIC AMENDMENTS AND FERTILIZERS WILL BE MADE AFTER SOIL SAMPLES ARE LABORATORY TESTED BY THE CONTRACTOR. PROVIDE CHANGE ORDER FOR ADDITIONAL OR REDUCTION OF MATERIALS REQUIRED OR NOT REQUIRED BY THE SOILS REPORT.

SOIL FERTILITY AND AGRICULTURAL SUITABILITY ANALYSIS:
AFTER ROUGH GRADING AND PRIOR TO SOIL PREPARATION, CONTRACTOR TO OBTAIN TWO REPRESENTATIVE SOIL SAMPLES, FROM LOCATIONS AS DIRECTED BY THE LANDSCAPE ARCHITECT, TO A SOIL TESTING LABORATORY. SUBMIT RESULTS TO LANDSCAPE ARCHITECT FOR REVIEW. TESTS TO INCLUDE FERTILITY AND SUITABILITY ANALYSIS WITH WRITTEN RECOMMENDATIONS FOR SOIL AMENDMENT, FERTILIZER, CONDITIONERS, APPLICATION RATES, AND POST-CONSTRUCTION MAINTENANCE PROGRAM. TESTS TO BE CONTRACTED WITH AND PAID FOR BY THE CONTRACTOR.

A) **TOPSOIL:**
CONTRACTOR IS RESPONSIBLE FOR SUPPLYING ALL TOPSOIL AND FOR DETERMINING THE VOLUME OF TOPSOIL REQUIRED PER THE INFORMATION ON PLANS AND NOTED HERE-IN. CONTRACTOR IS RESPONSIBLE FOR ANY NECESSARY WEED CONTROL RESULTING FROM CONTAMINATED OFF-SITE SOURCES.
B) TOPSOIL TO CONSIST OF 1/3 BY VOLUME SANDY LOAM, 1/3 BY VOLUME COMPOSTED GARDEN MULCH, AND 1/3 BY VOLUME COARSE WASHED SAND OR EQUIVALENT.
C) **TOPSOIL PREPARATION AND INSTALLATION:**
1. VERIFY SUBGRADES TO -9 INCHES IN LANDSCAPE AREAS OR AS INDICATED ON PLANS. THIS ACCOMMODATES, TOPSOIL, AMENDMENTS, AND MULCH. 6" IMPORTED TOPSOIL FOR LANDSCAPE BEDS.
2. ERADICATE ANY SURFACE VEGETATION ROOTED IN THE SUB-GRADE PRIOR TO SUB-GRADE PREPARATION.
3. REMOVE SOIL LUMPS, ROCK, VEGETATION AND/OR DEBRIS LARGER THAN 2 INCHES FROM ALL SUB-GRADE PRIOR TO PLACEMENT OF SPECIFIED TOPSOIL.
4. REMOVE ANY ASPHALT EXTENDING BEYOND 6 INCHES FROM CURBS INTO ADJACENT LANDSCAPE AREAS.
D) **TOPSOIL PLACEMENT:**
1. PROVIDE A TOTAL FINISH COURSE OF 6 INCHES OF TOPSOIL FOR LANDSCAPE AREAS.
2. PLACE ADDITIONAL TOPSOIL AND SOIL MIX AS REQUIRED TO MEET FINISH ELEVATIONS.

NON-ORGANIC MULCH (TOPDRESSING):
3/4" MAX. WASHED ROCK (ROCA SO. WEBER). LOCALLY APPROPRIATE SOURCE FROM GENEVA ROCK OR APPROVED EQUAL. [HTTPS://GENEVAROCK.COM](https://GENEVAROCK.COM). PLACE IN ALL LANDSCAPE AREAS EXCEPT FOR BARKED TREE RINGS.

ORGANIC MULCH (TOPDRESSING):
ONE-HALF-INCH (1/2") SIZE, TO ONE-QUARTER (1/4"), WOOD AND BARK. FINE TEXTURED AND DARK BROWN IN COLOR. LOCALLY APPROPRIATE SOURCE MATERIALS. PLACE IN A 4" DIAMETER RING AROUND ALL TREES IN LAWN AREAS, AS SHOWN ON PLANS.

BOULDERS:
ROCK BOULDERS FROM [HTTPS://GENEVAROCK.COM](https://GENEVAROCK.COM) OR APPROVED EQUAL.

BENCHES:
2 EACH #11-80PL-S-2 SURFACED MOUNT BENCH BY DUMOR [HTTPS://DUMOR.COM](https://DUMOR.COM). COLORS SELECTED BY OWNER.

TABLE:
1 EACH #75-60D-S-2 SURFACED MOUNT PICNIC TABLE BY DUMOR [HTTPS://DUMOR.COM](https://DUMOR.COM). COLORS SELECTED BY OWNER.

GAZEBO:
1 EACH #SQR12-45460 BY POLIGON [HTTPS://WWW.POLIGON.COM](https://WWW.POLIGON.COM) OR APPROVED EQUAL. COLORS SELECTED BY OWNER.

FENCING:
SEE DETAIL ON SHEET L-3.

MOW CURB:
SEE DETAIL ON SHEET L-3.

STAKES:
2-INCH DIAMETER BY 8-FOOT MINIMUM LODGEPOLE PINE STAKES.

GUY MATERIAL:
1-INCH WIDE POLYETHYLENE CHAIN LOCK TYPE TIES; OR, 3/8" DIAMETER RUBBER. NO WIRE.

EXECUTION:
CONTAMINANTS:
VERIFY THAT ALL SOIL CONTAMINANTS (E.G., PAINT, SEALANTS, SOLVENTS, OILS, GREASES, CONCRETE/ASPHALT SPOILS, ETC.) HAVE BEEN SATISFACTORY REMOVED FROM ALL PLANTING AREAS. DO NOT BEGIN WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.

FINISH GRADES:
FINE GRADE AND REMOVE ROCKS, DEBRIS, AND FOREIGN OBJECTS OVER 2 INCHES DIAMETER FROM TOP SURFACE OF PREPARED LANDSCAPE AREAS. FINISH ELEVATIONS TO BE DEFINED AS 3 INCHES BELOW CURBS, WALKS AND/OR OTHER ADJACENT HARDSCAPE FOR ALL PLANTING BED AREAS AND 1-INCH BELOW CURBS, WALKS AND/OR OTHER ADJACENT HARDSCAPE FOR ALL LAWN AREAS. FINISH GRADE REFER TO GRADES PRIOR TO INSTALLATION OF MULCH OR LAWN. ALL FINISH GRADES TO BE SMOOTH EVEN GRADES, LIGHTLY COMPACTED, AS SHOWN ON THE PLAN AND DETAILED. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AND STRUCTURES. SITE CIVIL DRAWINGS IDENTIFY FINAL ELEVATIONS. MOISTEN PREPARED AREAS BEFORE PLANTING IF SOIL IS DRY. WATER THOROUGHLY AND ALLOW SURFACE TO DRY BEFORE PLANTING. DO NOT CREATE MUDDY SOIL.

TREES AND SHRUBS:
ARRANGE TREES AND SHRUBS ON SITE IN PROPOSED LOCATIONS PER DRAWINGS. EXCAVATE PIT, PLANT AND STAKE OR GUY, AS CALLED OUT AND DETAILED. ALL TREES, SHRUBS, AND SUPPORTS TO STAND VERTICAL. BACKFILL SHALL BE PIT SPOILS. SETTLE BACKFILL USING WATER ONLY. NO MECHANICAL COMPACTION.

GROUNDCOVERS:
EXCAVATE PITS TO A MINIMUM OF 3 INCHES BELOW, AND TWICE THE ROOT BALL DIAMETER, TO PROVIDE A 3-INCH DEPTH. SPREAD THROUGHOUT AREAS SHOWN ON THE LANDSCAPE PLANS; 100% COVERAGE; STAPLE WEED BARRIER FABRIC TO SUB-GRADE PER MANUFACTURERS RECOMMENDATIONS.

NON-ORGANIC MULCH:
MULCH ALL LANDSCAPE AREAS EXCEPT FOR BARKED TREE RINGS. APPLY SUFFICIENT QUANTITY TO PROVIDE A 3-INCH DEPTH. SPREAD THROUGHOUT AREAS SHOWN ON THE LANDSCAPE PLANS; 100% COVERAGE; STAPLE WEED BARRIER FABRIC TO SUB-GRADE PER MANUFACTURERS RECOMMENDATIONS.

ORGANIC MULCH:
MULCH ALL TREE RINGS IN LAWN, AS SHOWN ON PLAN. APPLY SUFFICIENT QUANTITY TO PROVIDE A 3-INCH DEPTH. SPREAD THROUGHOUT AREAS SHOWN ON THE LANDSCAPE PLANS; 100% COVERAGE; STAPLE WEED BARRIER FABRIC TO SUB-GRADE PER MANUFACTURERS RECOMMENDATIONS.

BENCHES:
INSTALL PER MANUFACTURE'S SPECIFICATION ON A CONCRETE SLAB. PROVIDE ALL MATERIALS NECESSARY FOR COMPLETE INSTALLATION.

TABLE:
INSTALL PER MANUFACTURE'S SPECIFICATION ON A CONCRETE SLAB. PROVIDE ALL MATERIALS NECESSARY FOR COMPLETE INSTALLATION.

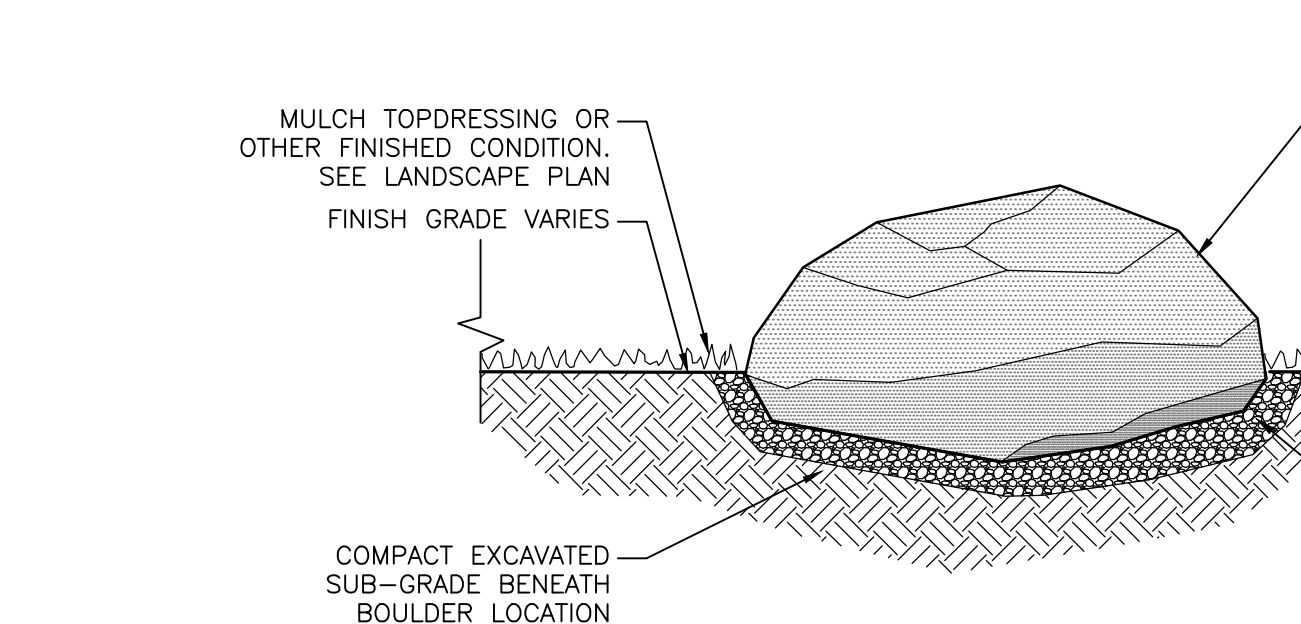
GAZEBO:
LOCATION OF GAZEBO IS APPROXIMATE AND IT MAY BE NECESSARY TO RELOCATE PENDING FIELD INVESTIGATION. CONTRACTOR TO DESIGN-BUILD FOOTING/POST OR REQUIRED ATTACHMENT TO SUBGRADE. DO NOT SURFACE MOUNT TO CONCRETE PAD UNLESS THICKEN AS NEEDED. ALL OTHER INSTALLATION PER MANUFACTURE'S SPECIFICATION. PROVIDE ALL MATERIALS NECESSARY FOR COMPLETE INSTALLATION.

FENCING:
SEE DETAIL ON SHEET L-3.

MOW CURB:
SEE DETAIL ON SHEET L-3.

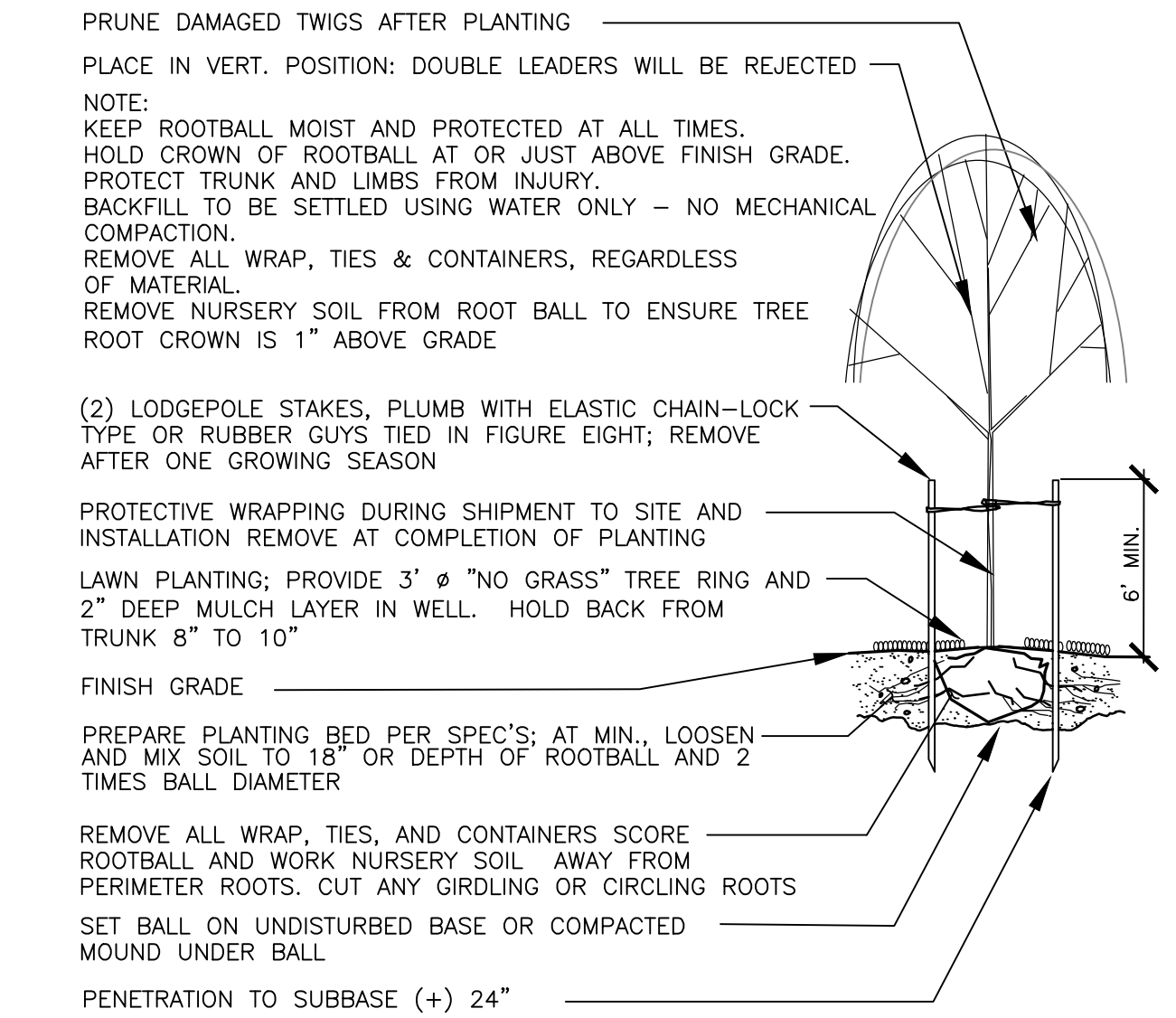
CLEANUP AND PROTECTION:
DURING LANDSCAPE WORK, KEEP ALL PAVEMENT CLEAN AND WORK AREAS IN AN ORDERLY CONDITION. PROTECT LANDSCAPE WORK AND MATERIALS FROM DAMAGE DUE TO LANDSCAPE OPERATIONS AND TRESPASSERS. MAINTAIN PROTECTION DURING INSTALLATION AND MAINTENANCE PERIOD. TREAT, REPAIR, OR REPLACE DAMAGE LANDSCAPE WORK AS DIRECTED BY THE OWNER.

PLANTING MAINTENANCE:
PROVIDE FULL MAINTENANCE BY SKILLED EMPLOYEES OF LANDSCAPE INSTALLERS. CONTRACTOR TO MAINTAIN PLANTINGS THROUGH COMPLETED INSTALLATION, AND UNTIL ACCEPTANCE OF LANDSCAPE INSTALLATION. PLANTING MAINTENANCE TO INCLUDE WATERING, WEEDING, CULTIVATING, TIGHTENING AND REPAIRING OF TREE GUYS, RESETTLING PLANTS TO PROPER GRADES OR POSITION, RE-ESTABLISHING SETTLED GRADES; AND MOWING LAWNS WEEKLY AFTER LAWN ESTABLISHMENT. HERBICIDE IS NOT RECOMMENDED FOR ONE YEAR FOLLOWING LANDSCAPE INSTALLATION. INCLUDED IS REPLACEMENT OF DEAD PLANTS AND PLANTS SHOWING LOSS OF 40 PERCENT OR MORE OF CANOPY.



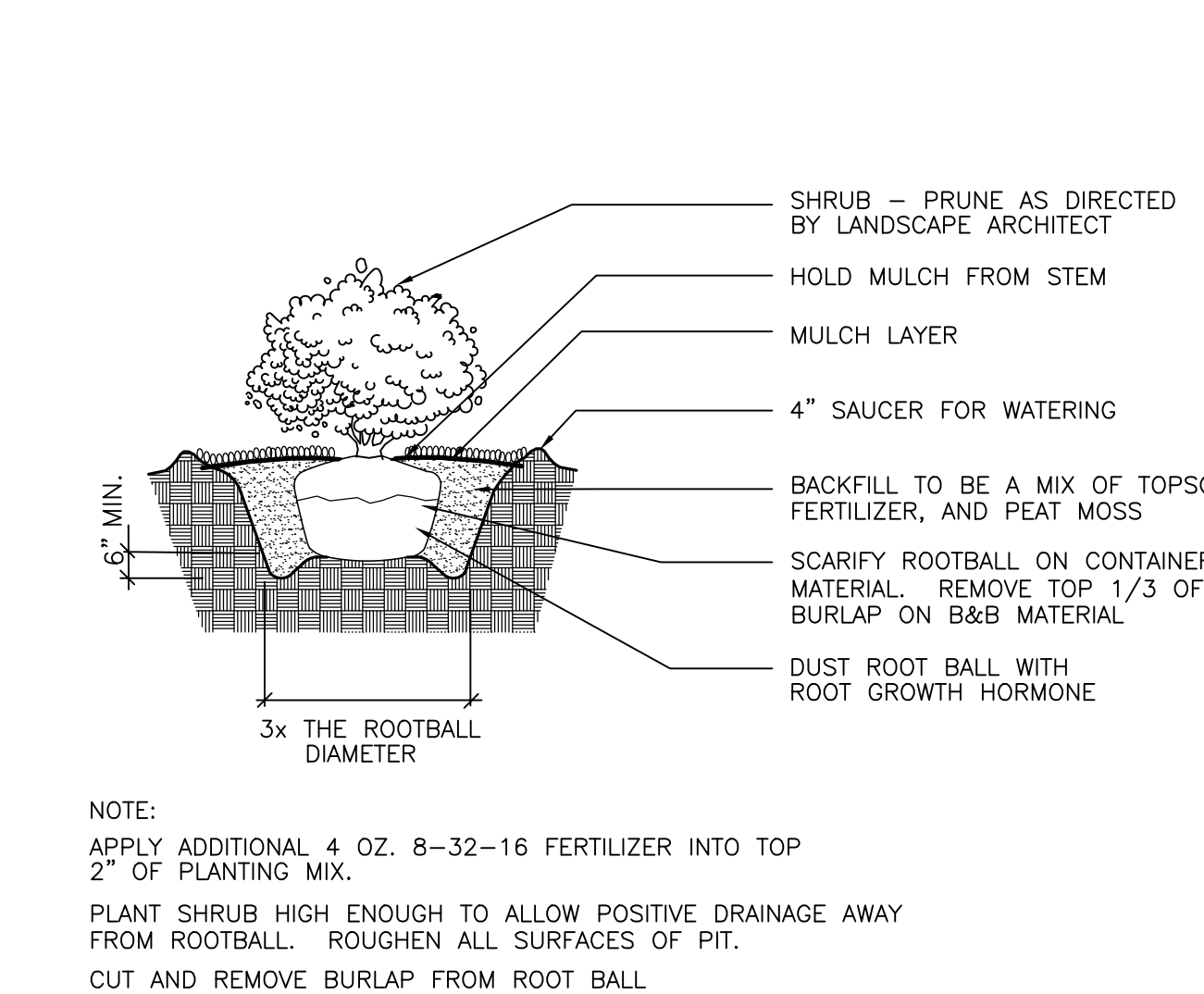
BOULDER IN LANDSCAPE DETAIL

NOT TO SCALE



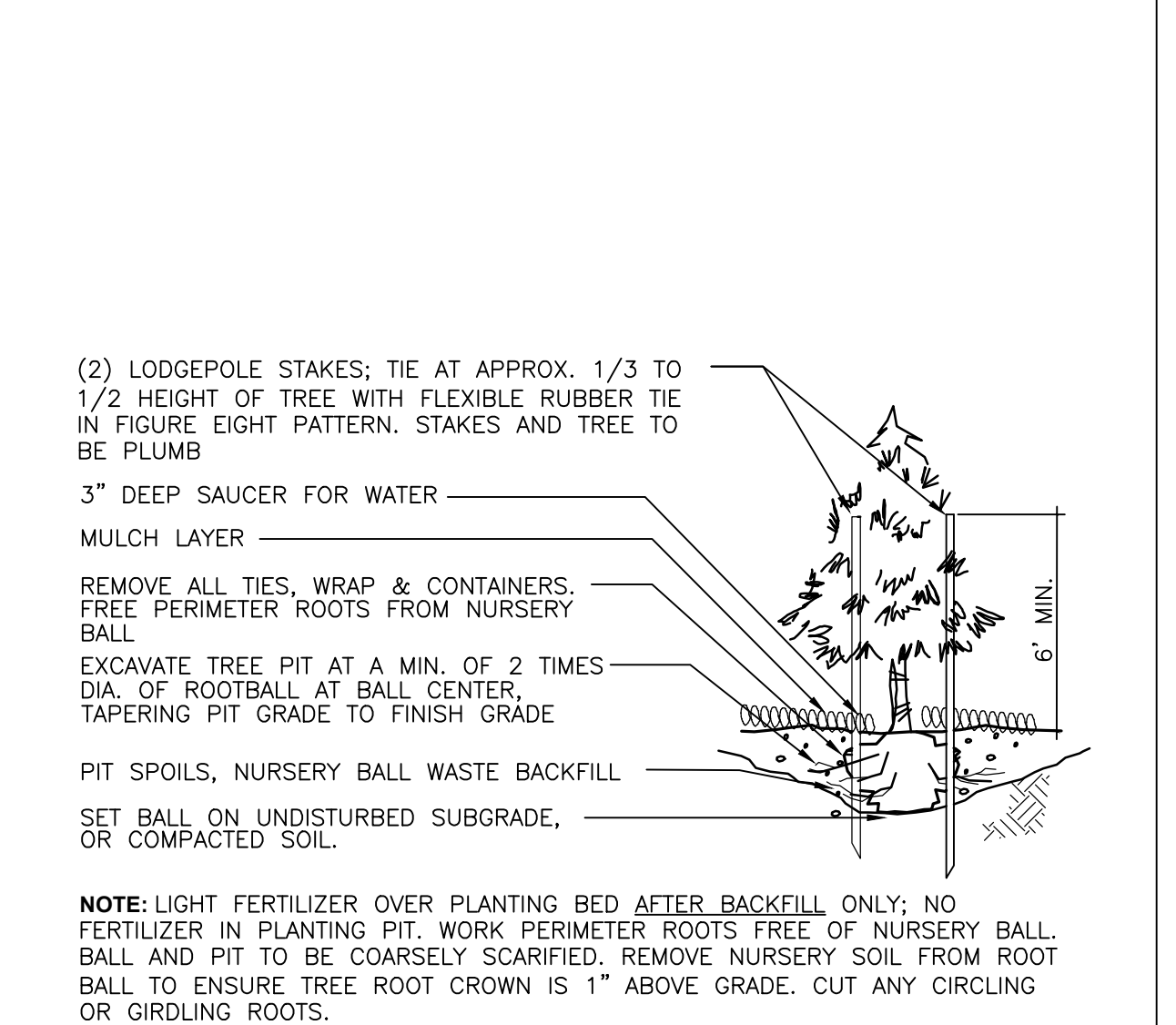
DECIDUOUS TREE PLANTING/STAKING DETAIL

NOT TO SCALE



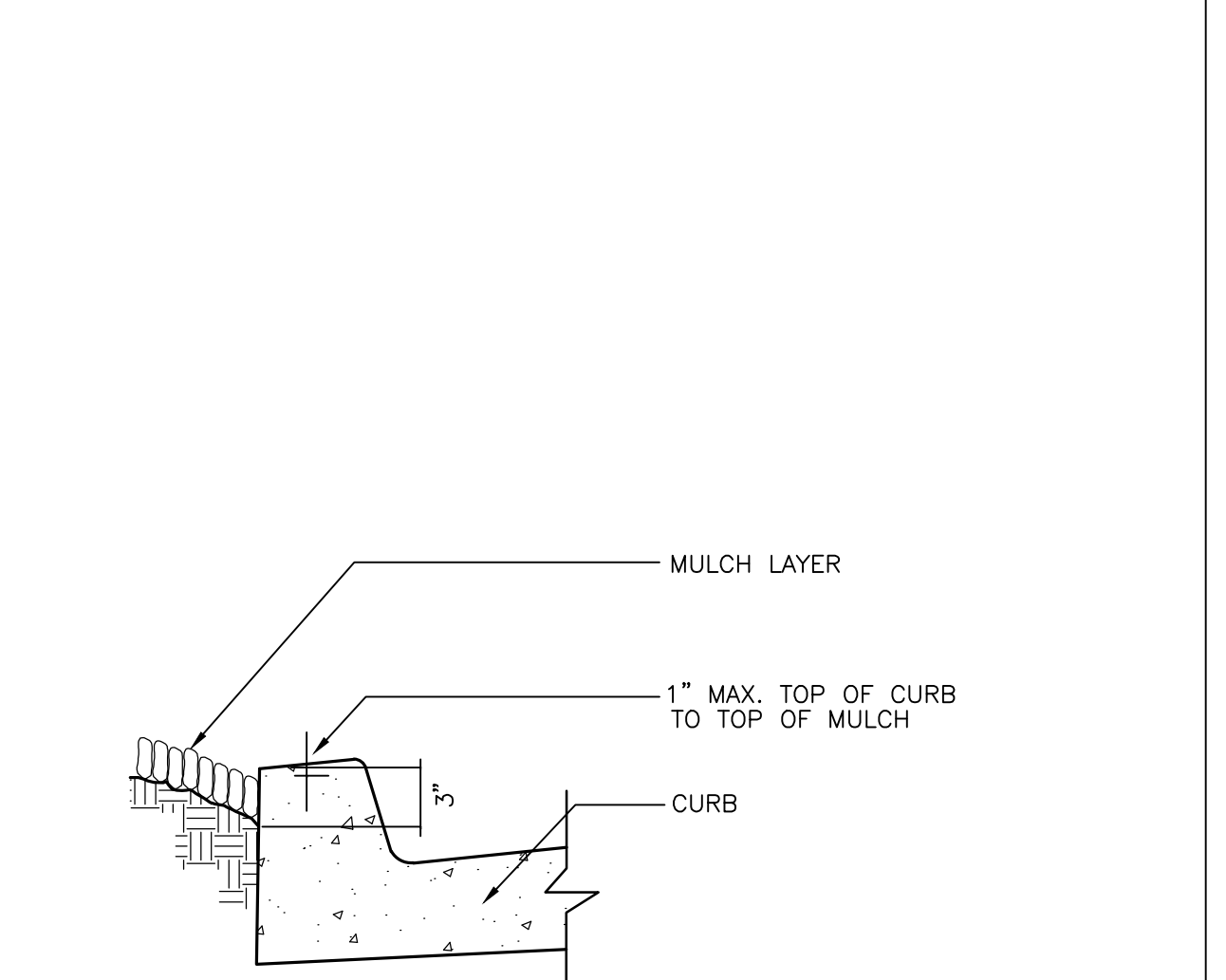
SHRUB PLANTING DETAIL

NOT TO SCALE



EVERGREEN TREE PLANTING/STAKING DETAIL

NOT TO SCALE



MULCH AT CURB DETAIL

NOT TO SCALE



BOULDERS FROM GENEVA ROCK



ROCK MULCH FROM GENEVA ROCK

CORE STATES

GROUP

18215 72nd Avenue South
Kent, WA 98032
855.CSG.1999

www.core-states.com



Know what's below.
Call before you dig.

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON DESIGN DRAWINGS, RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. CORESTATES, INC. DOES NOT GUARANTEE THAT LOCATIONS SHOWN ARE EXACT. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES.

RIVERDALE TOWNHOME PROJECT
NWC 4400 S ST AND S 700 W
OGDEN, UT 84405

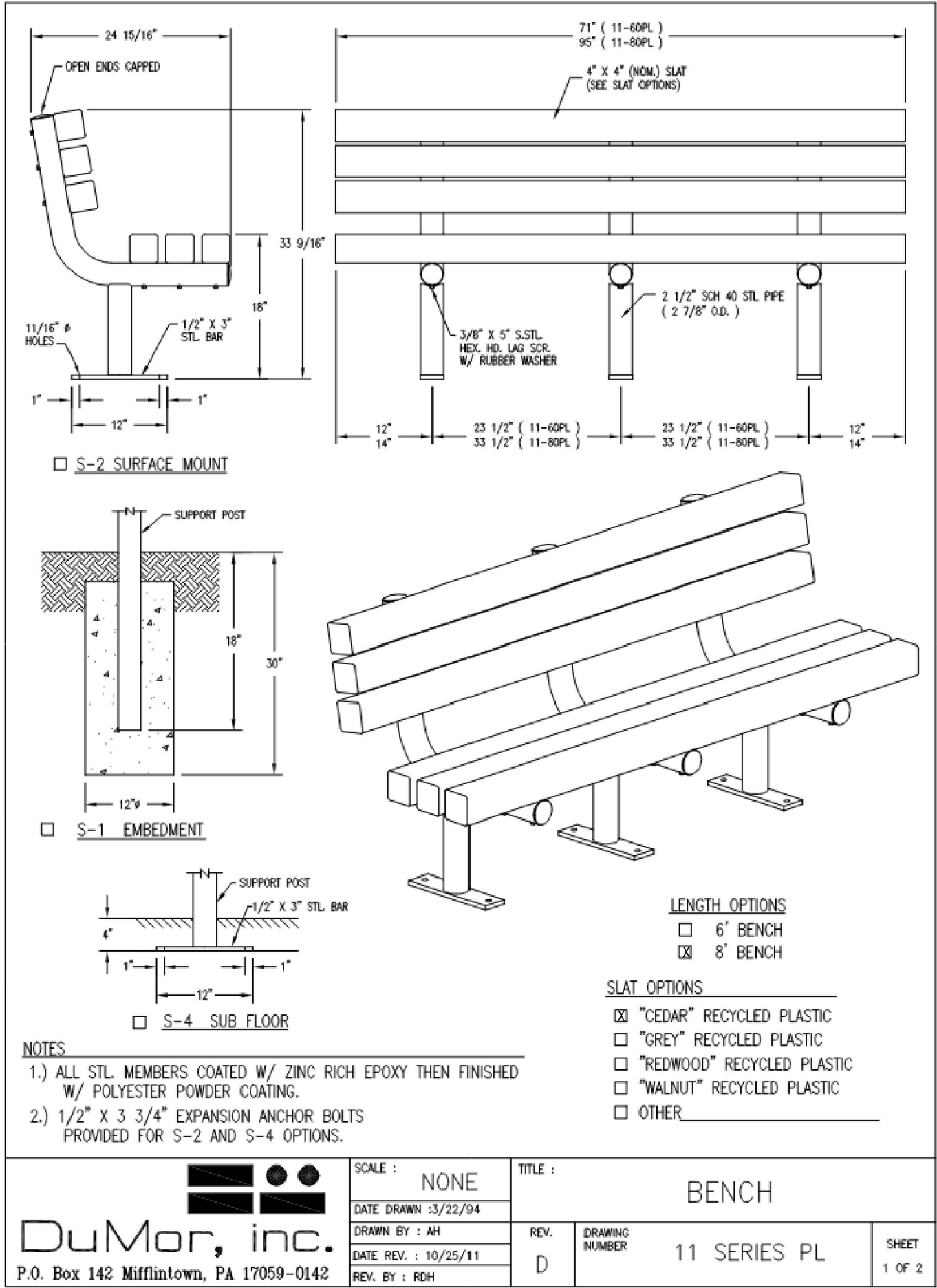
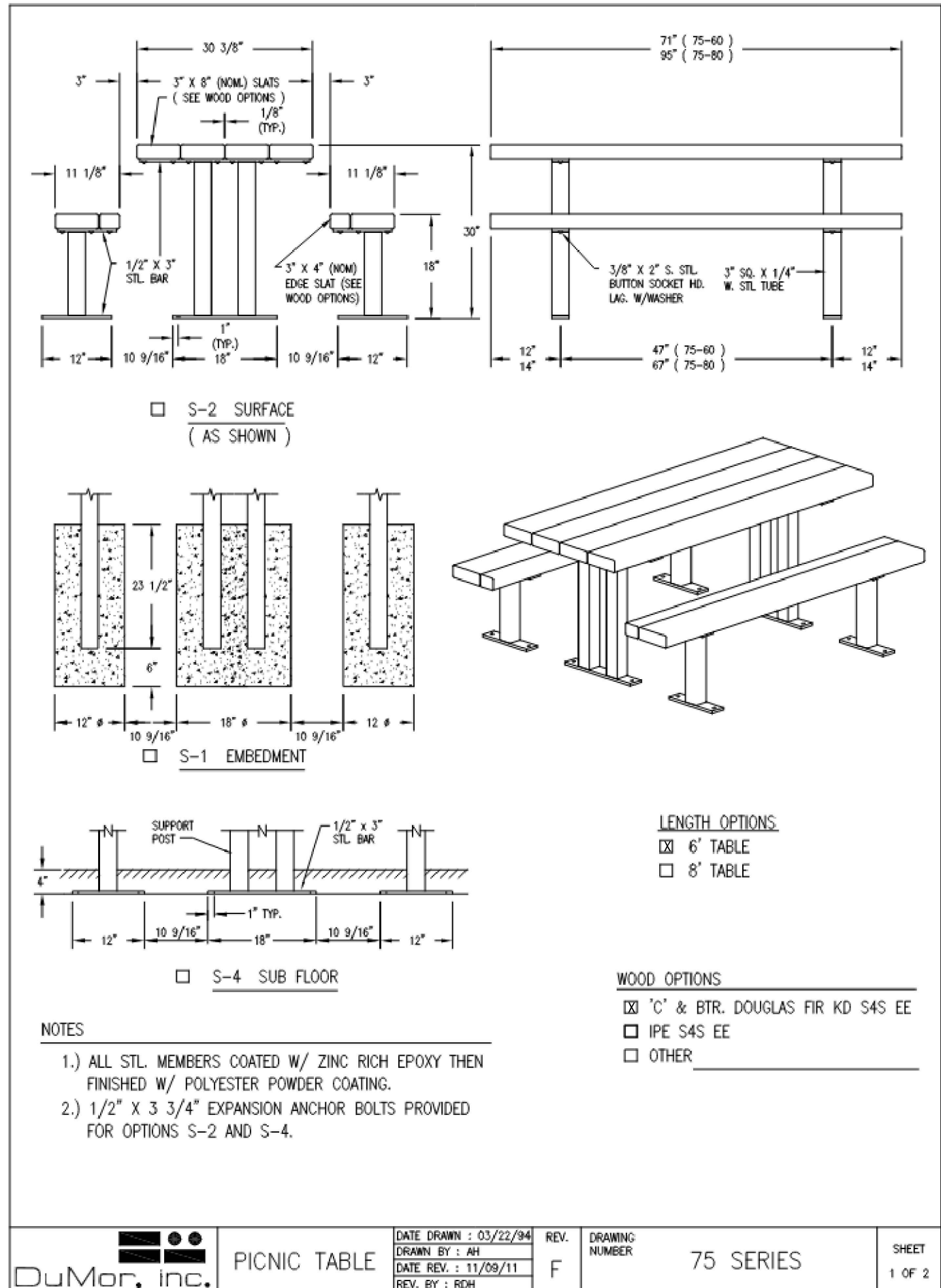
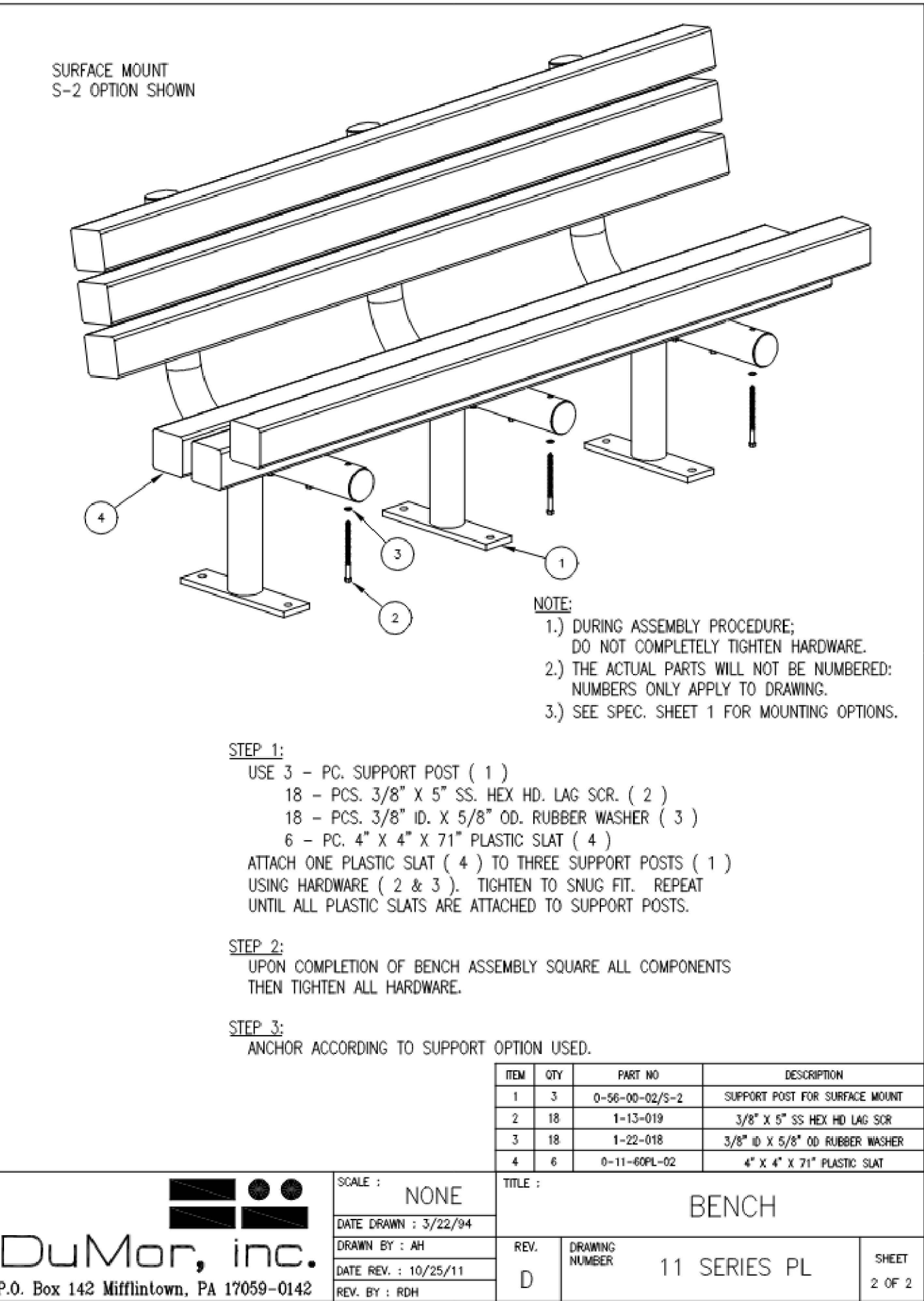
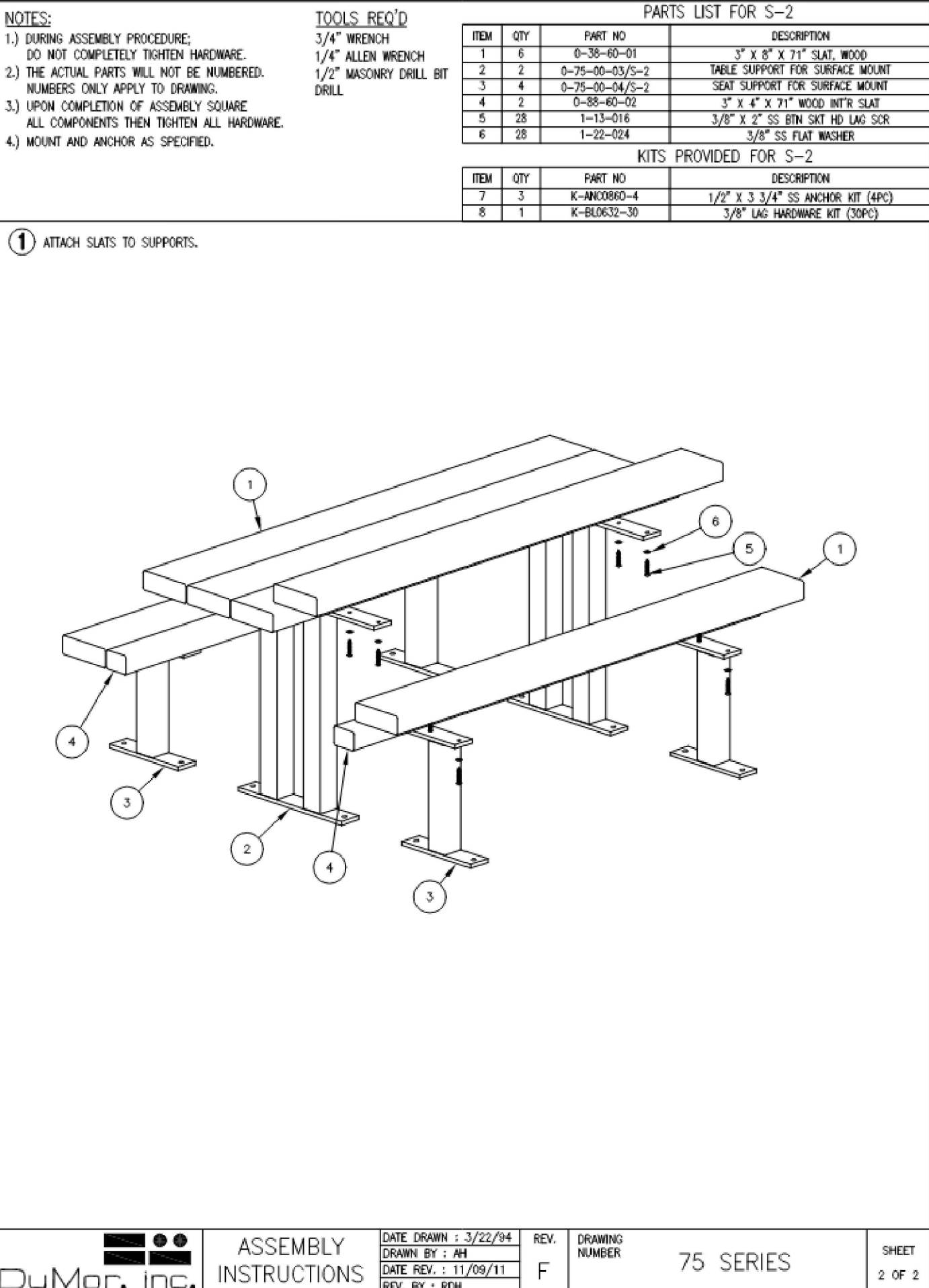
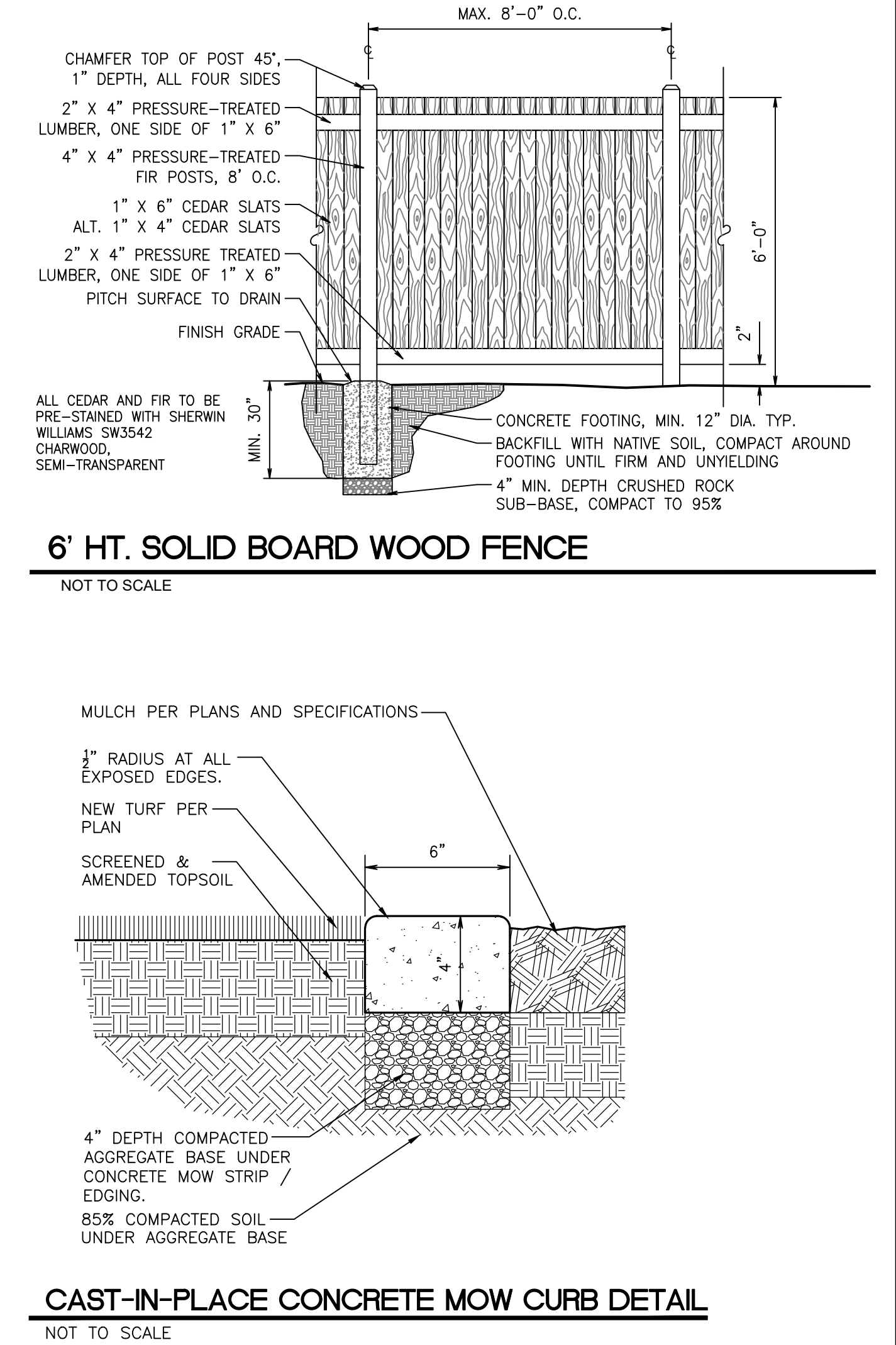
FORZA COMMERCIAL
2180 S. 1300 E., STE 240
SALT LAKE CITY, UT 84106

REV	DATE	COMMENT	BY
1	07/01/26	CITY REVIEW COMMENTS	TCL
4	08/04/26	CITY REVIEW COMMENTS	TCL
5	08/24/26	CITY REVIEW COMMENTS	TCL

Drawn: TCL
Reviewed: JYM
Sheet Date: 08/24/2026
Proj. Number: 24182

LANDSCAPE NOTES AND DETAILS

LANDSCAPE DETAILS



18215 72nd Avenue South
Kent, WA 98032
855.CSG.1999

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Drawn: TCL
Reviewed: JYM
Sheet Date: 08/24/2026
Proj. Number: 24182

LANDSCAPE DETAILS

poligon®

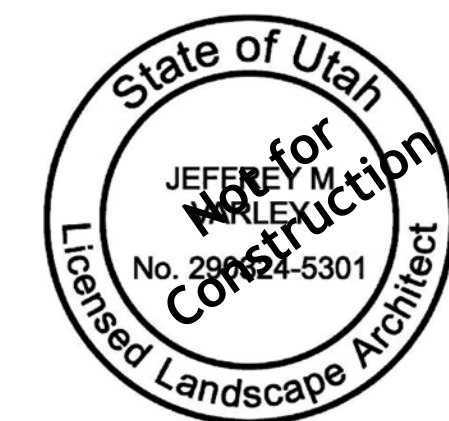


FRAME COLOR: SURREY BEIGE
ROOF COLOR: EVERGREEN
COLORS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FOR OTHER
COLOR SELECTIONS, PLEASE SUBMIT AN EI DRAWING REQUEST.

SQR-12

GROUP

www.core-states.com



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RIVERDALE TOWNHOME PROJECT
NWC 4400 S ST AND S 700 W
OGDEN, UT 84405

FORZA COMMERCIAL
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SALT LAKE CITY, UT 84106

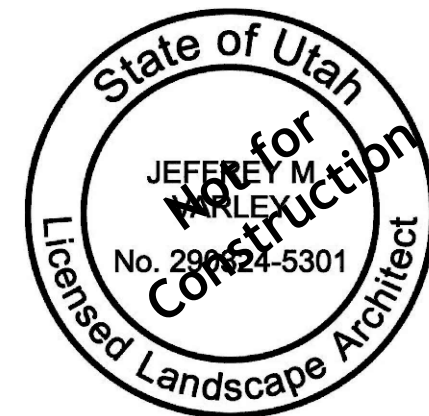
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4	08/04/26	CITY REVIEW COMMENTS	TCL
5	08/24/26	CITY REVIEW COMMENTS	TCL

Drawn: TCL
Reviewed: JVM
Sheet Date: 08/24/2026
Proj. Number: 24182

LANDSCAPE DETAILS

L-4

USER: TCRISPELL-LEHUTA DATE: 8/24/2026 FILE: P:\24000s\24182\preliminary\FORZA, Riverdale Townhome\Landscape\24182-P-L.dwg



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5	08/24/26	CITY REVIEW COMMENTS	TCL

Drawn: TCL
Reviewed: JYM
Sheet Date: 08/24/2026
Proj. Number: 24182

IRRIGATION PLAN AND
DETAILS

L-5

IRRIGATION PLAN AND DETAILS

FROST DEPTH AND PIPE BURIAL:
THE FROST DEPTH IN RIVERDALE IS AN AVERAGE OF 30" DEEP DEPENDING ON SEVERAL FACTORS INCLUDING LOCAL CLIMATE AND SOIL CONDITIONS. THE BACKFLOW DEVICE NEEDS TO HAVE ALL WATER REMOVED PRIOR TO FREEZING EACH YEAR. TO WINTERIZE THE BACKFLOW DEVICE, BLOW OUT REMAINING WATER IN THE LATERALS PRIOR TO FIRST FREEZE. OPEN TEST COCKS AND BALL VALVES IN BACKFLOW DEVICE. ITEMS TO REMAIN OPEN UNTIL AFTER LAST FROST.

IRRIGATION SCHEDULE

DESCRIPTION

ROOT WATERING SYSTEM:	MIN. PSI	EMITTER SPACING	EMITTER GPM
RAINBIRD RWS-B-C-1402 36" ROOT ZONE WATERING SYSTEM 2 EMITTERS PER TREE. SEE DETAIL THIS SET	20	AS SHOWN ON PLAN	.50

DRIP IRRIGATION:

HUNTER LANDSCAPE DRIPLINE COMPONENTS
HDL-06-12-250-CV SUB-SURFACE DRIPLINE TUBING 0.6 GPH PRESSURE COMPENSATING EMITTERS WITH CHECK VALVE AT 12" ON-CENTER SPACING - ALL TUBING SHALL BE INSTALLED ON GRADE W/ 9" WIRE STAKES FOUR (4) FEET ON-CENTER. VERIFY THE LAYOUT AND 18" ON-CENTER SPACING IN THE FIELD PRIOR TO STARTING WORK. INSTALL ALL COMPONENTS PER MANUF. SPECIFICATIONS.
USE HUNTER PLD-LOC FITTINGS FOR CONNECTION BETWEEN PVC LATERAL LINES AND INLINE DRIP TUBING

SPRINKLER HEADS:
HUNTER MP ROTATOR WITH PRO-SPRAY POP-UP BODY AND CV DRAIN CHECK VALVE, 4" LAWN, 6" SHRUB

SYMBOL	NOZZLE	PSI	GPM	RADIUS
	HUNTER-6Q and 6H H, Q SERIES	30	0.98, 0.51	6'
	HUNTER-1000 8-15 F, TH, TT, H, Q SERIES	35	0.65, 0.48, 0.37, 0.32, 0.16	8'
	HUNTER-1000 8-15 F, TH, TT, H, Q SERIES	35	0.65, 0.48, 0.37, 0.32, 0.16	10'
	HUNTER-1000 8-15 F, TH, TT, H, Q SERIES	35	0.65, 0.48, 0.37, 0.32, 0.16	12'
	HUNTER-2000 13-21 F, TQ, TT, H, Q SERIES	30	1.29, 0.95, 0.74, 0.63, 0.33	15'
	HUNTER ESS15, SSS30 SERIES	35	1.41, 0.65	5'x30' 5'x15'
	HUNTER-3000 22-30 F, TQ, TT, H, Q SERIES	35	2.88, 2.19, 1.68, 1.44, 0.69	0.43 22'

ADDTL. EQUIPMENT:

HUNTER ICV SERIES ELECTRIC REMOTE CONTROL VALVE WITH (1) STATION ICD-100 DECODER AND ACCU-SYNC ADJUSTABLE PRESSURE REGULATING DIAL. VALVE SIZE PER MANUFACTURER'S RECOMMENDATIONS TO MINIMIZE PRESSURE LOSS. MAXIMUM 2 VALVES PER VALVE BOX

VALVE FOR TREE BUBBLER IRRIGATION, RAINBIRD XCZ-100-PRF 1" MEDIUM FLOW ELECTRIC REMOTE CONTROL VALVE. INSTALL IN CARSON TRUST BLACK COLORED FOR TREE, SHRUB, AND GROUND COVER VALVES

DRIP IRRIGATION: ICZ-101/151-XL REMOTE CONTROL DRIP ZONE KIT WITH FILTER AND PRESSURE REGULATOR
MAXIMUM 2 VALVES PER BOX

HUNTER SOLAR SYNC WIRE RAIN SENSOR COMBO

RAINBIRD EFB-CP 1" MASTER VALVE (NORMALLY CLOSED) AND FS100B 1" FLOW SENSOR. SEE DETAIL THIS SET. WIRE FLOW SENSOR BACK TO CONTROLLER WITH PE-39 DATA CABLE
(ON CONTROLLER, SET UP MASTER VALVE WATER-WINDOW DURING DAYTIME HOURS SO MAINLINE IS PRESSURIZED FOR USE OF QUICK COUPLERS)

HUNTER PRO-C CONTROLLER; PROVIDE GROUND AND BATTERIES PER MANUFACTURER'S SPECIFICATIONS

P.O.C.

WILKINS 950 XLT- 1-1/2" DOUBLE CHECK VALVE (STATE APPROVED); TEST AND CERTIFICATION BY LICENSED BACKFLOW TESTER

WILKINS 850 - BALL VALVE, SIZE TO MATCH PIPE

CARSON INDUSTRIES #1730 (TWO AT P.O.C.) GRADE LEVEL VAULT WITH BOLT LOCK LID

PLASTIC BALL VALVE, MATCH LINE SIZE, IN VALVE BOX

HUNTER HQ-330LRC 3/4" QUICK COUPLING VALVE, IN VALVE BOX, PROVIDE TWO KEYS AND SHIVELS

MAINLINE - SCH 40 PVC (18" COVER); SIZE PER PLAN, 1-1/2" SIZE MINIMUM

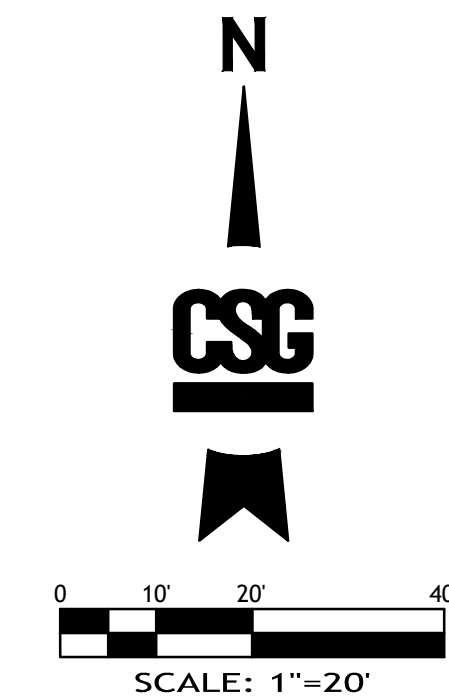
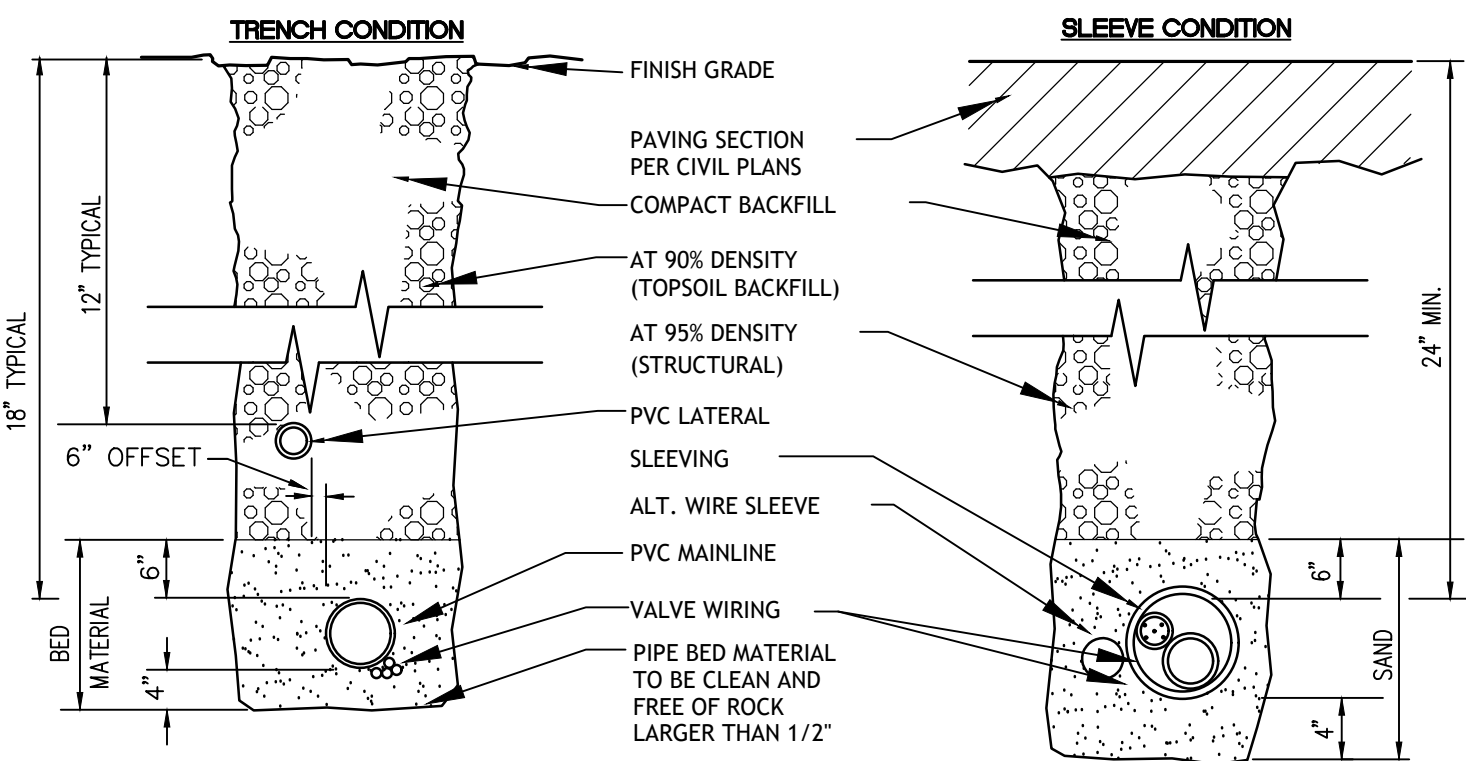
LATERAL - SCH 40 PVC (12" COVER); SIZE PER PLAN, 3/4" SIZE MINIMUM (NOT SHOWN. FOR INFORMATIONAL PURPOSES ONLY.)

SLEEVE - SCH 40 PVC; 24" MINIMUM COVER AT VEHICLE CROSSINGS AND 18" MINIMUM COVER IN LANDSCAPE AREAS, 6" SIZE WHERE IRRIGATION MAINLINE TRAVELS THROUGH PIPE. 4" SIZE WHERE ONLY LATERALS TRAVEL THROUGH PIPE

IRRIGATION SHOWN DIAGRAMMATICALLY FOR PLAN CLARITY. COMMON TRENCH AND PLACE EQUIPMENT IN LANDSCAPE; MANIFOLD GROUPED VALVES IN ADJACENT SHRUB AREAS WHERE FEASIBLE.

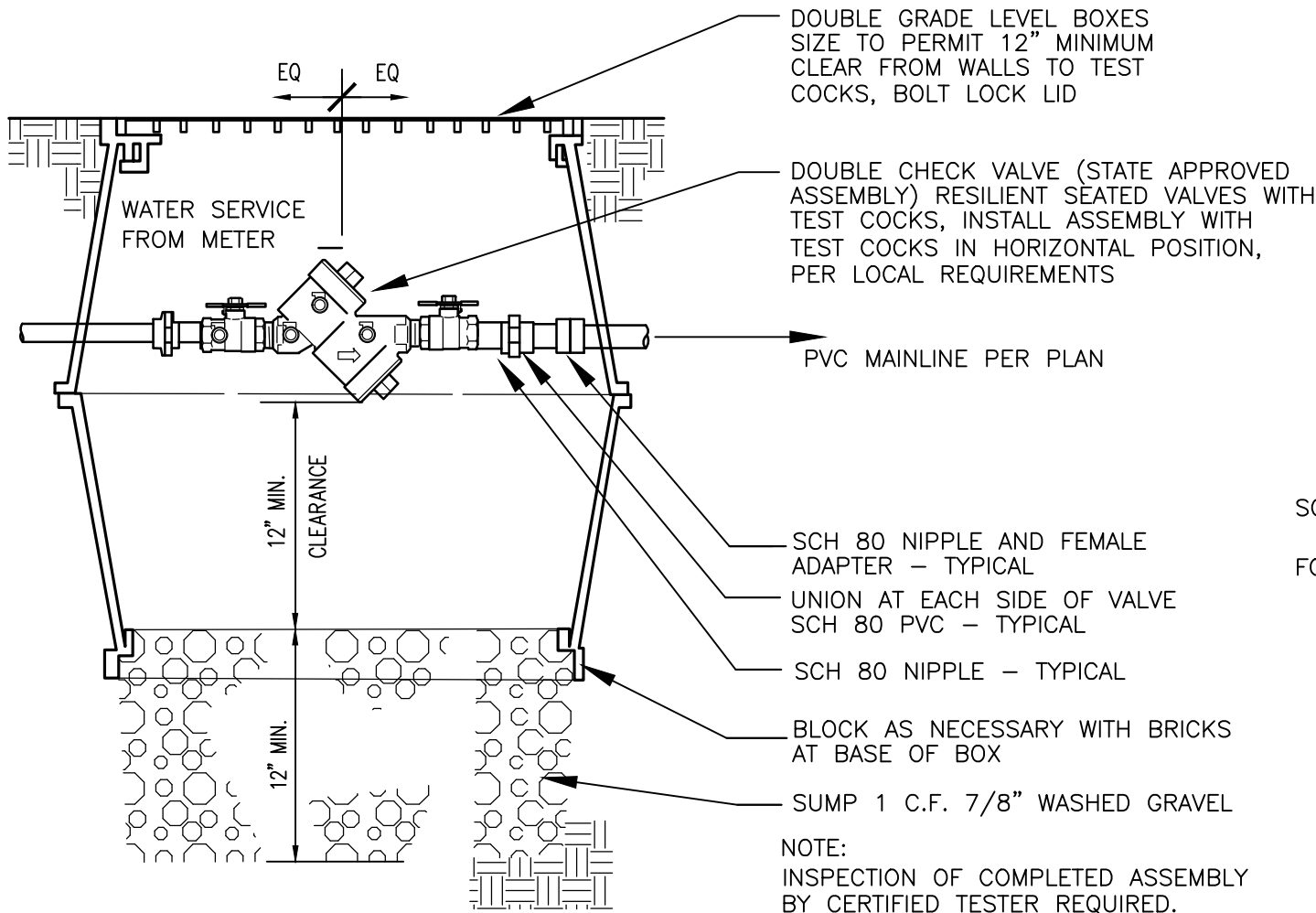
SCH 40 PIPE SIZING CHART

PIPE SIZE	3/4"	1"	1 1/4"	1 1/2"	2"	2 1/2"
FLOW GPM	1-8	8.1-13	13.1-23	23.1-32	32.1-53	53.1-74
						GPM (MAX.)



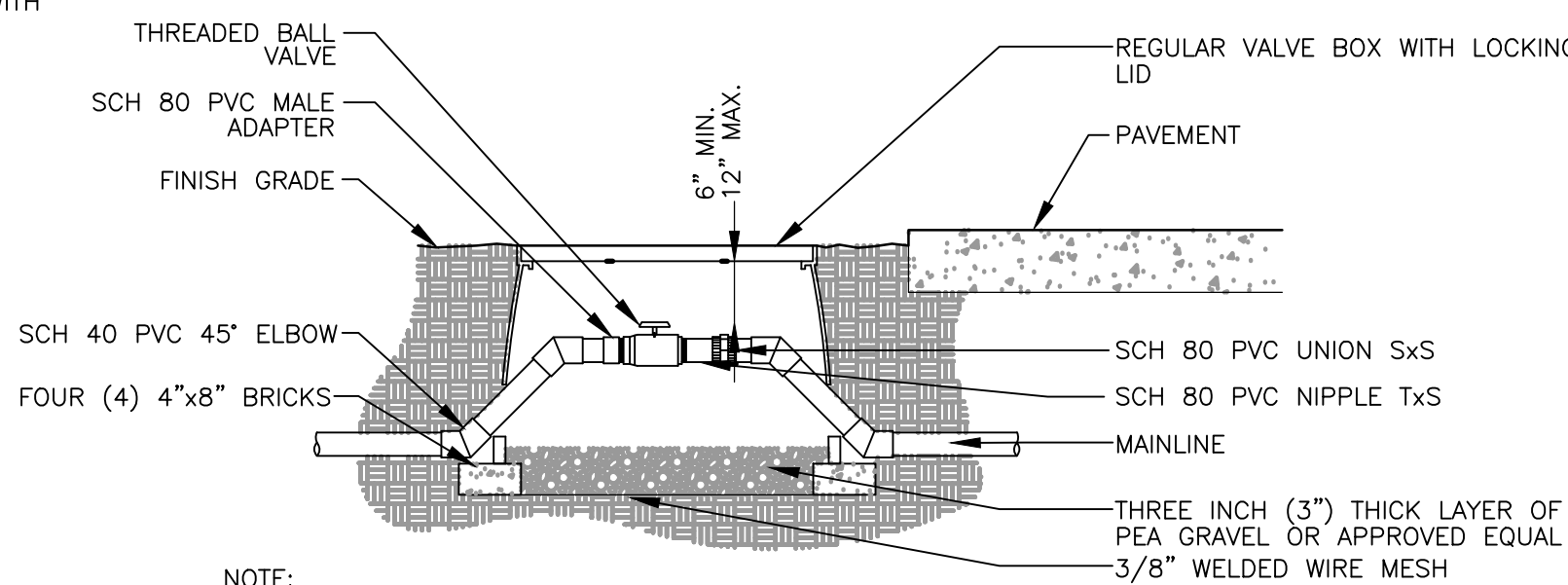
SLEEVE/TRENCHING DETAIL

NOT TO SCALE



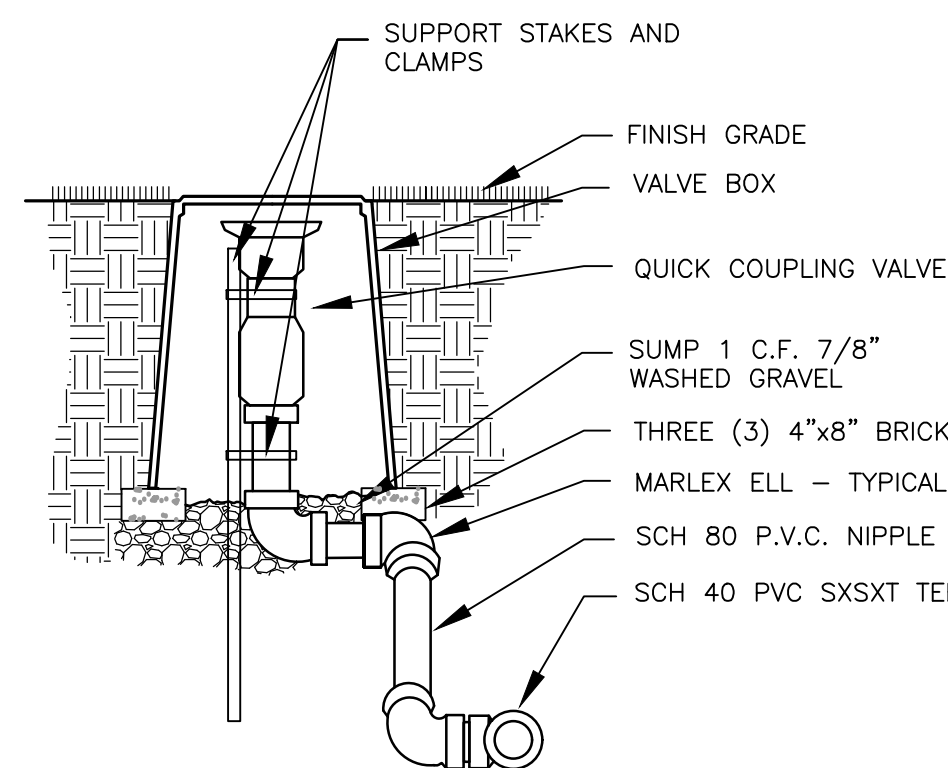
CHECK VALVE ASSEMBLY DETAIL

NOT TO SCALE



BALL VALVE DETAIL

NOT TO SCALE



QUICK COUPLING VALVE DETAIL

NOT TO SCALE

When Recorded, Return to:

Riverdale City
Community Development Office
4600 S. Weber River Drive
Riverdale, Utah 84405

Affecting Tax Parcels: 060150070

DEVELOPMENT AGREEMENT
FOR A PLANNED DEVELOPMENT (PD) PROJECT

Affecting Tax Parcel(s): 060150070

THIS DEVELOPMENT AGREEMENT FOR A PLANNED RESIDENTIAL UNIT DEVELOPMENT (PRUD) PROJECT, hereinafter referred to as "the **Agreement**," entered into this _____ day of 20____, between **RIVERDALE CITY**, a municipal corporation organized and existing under the laws of the State of Utah and Weber County, Utah (the "**City**"), and **KMM PERMIAN, LLC**, a Utah limited liability company, including its successors or assigns (the "**Developer**"), individually a "**Party**" or collectively the "**Parties**".

RECITALS

WHEREAS, Developer represents that it is currently the owner of the property located at 670 W, 4400 S, Riverdale, Weber County, Utah (the "**Property**"), as more generally described and attached hereto and incorporated herein by this reference as Exhibit A – The Property, and

WHEREAS, Developer has presented to the City a subdivision plat and site plan for development of a 26-unit for-sale townhome Project for the Property (collectively the "**Project**"), attached hereto and incorporated herein by this reference as Exhibit B – The Project, which provides for development of the Property in a manner consistent with the Riverdale City General Plan and City Code; and

WHEREAS, the Property is governed under the R-5 – Multiple Family Residential zone; and

WHEREAS, the Property contains approximately 1.26 acres and is eligible for consideration of a Planned Development ("**PD**") designation under *Riverdale City Code Chapter 10-22*, as amended by Ordinance No. 1014, effective October 6, 2026; and the Planning Commission, acting as the Administrative Land Use Authority, approved a waiver of the three-acre minimum residential PD site area on October 13, 2026, upon finding that the Project demonstrates exceptional redevelopment merit, and the City Council adopted Ordinance No. _____, effective October 20, 2026, applying the PD designation to the Property, and approved this Agreement on October 20, 2026, subject to the approved Project plans and conditions of approval;

WHEREAS, the City is willing to grant approval of the Project with a Planned Development ("**PD**") overlay pursuant to City Code §10-22, et. seq., upon approval of a final Project plat and site plan, and to authorize the development of the Project in conformance with this Agreement, the City Code, and applicable Utah law.

WHEREAS, the purpose of this Agreement is to define the development standards, conditions and improvements, and other terms and conditions pursuant to which the Project and site

plan proposed by Developer is to be developed within the City.

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

TERMS AND CONDITIONS

1. GENERAL DESCRIPTION.

A. Area Description of Project. The Property upon which the Project shall be developed is located at approximately 670 W 4400 S, Riverdale, Utah, and consists of approximately 1.26 acres, as shown in Exhibit A. The Property is further described as parcel nos. 060150070.

B. Project Description. The Project proposed by Developer is a common open space Project containing private drives and infrastructure, except as otherwise defined herein, which will consist of 26 residential townhome lots.

2. VESTED RIGHTS AND RESERVED LEGISLATIVE POWERS

A. City's Vested Laws. The development of the Property shall be governed by the ordinances, standards, codes, regulations, and policies of the City in effect on the Effective Date of this Agreement (collectively, the "**Vested Laws**"), including, without limitation, all provisions of the City's zoning ordinance, Project ordinance, design guidelines, and engineering standards applicable to the zoning district established by this Agreement. For purposes of this Agreement, Vested Laws means the City's duly adopted land use regulations and applicable development standards in effect on the Effective Date that govern the approved Project's permitted uses, residential density, lot dimensions, setbacks, building height, parking, open space, landscaping, architectural design, and required infrastructure improvements. The Vested Laws include applicable provisions of Riverdale City Code Title 10, Chapter 22, and the City's adopted engineering standards applicable to the Project, except as expressly modified through the approved PD overlay ordinance, this Agreement, and the approved Project plans incorporated herein. General administrative policies, fee schedules, and requirements governing ongoing operation, maintenance, and utility service are not included in the Vested Laws merely because they exist on the Effective Date. Nothing in this Agreement waives any statutory vested right established before the Effective Date unless the waiver is expressly identified in this Agreement and agreed to by Developer.

B. Approved Development Rights. Subject to this Agreement, the approved Project plans, applicable conditions of approval, and Utah law, Developer may develop and construct the approved Project during the term of this Agreement in accordance with the Vested Laws and the development standards expressly established herein. These rights are specific to the approved Project and do not authorize additional units, different uses, material changes to the approved plans, or development that fails to satisfy applicable approval conditions. Developer shall proceed with reasonable diligence as required by Utah Code Ann. § 10-20-902. This Agreement does not replace any required subdivision, site plan, building, engineering, or other permit or approval.

C. Express Modifications and Approval. Any departure from otherwise applicable land use regulations authorized by this Agreement shall be expressly identified in this Agreement

or its incorporated exhibits. To the extent this Agreement permits a use or development otherwise prohibited by applicable land use regulations, approval shall comply with Utah Code Ann. §§ 10-20-508(2)(a)(iii) and 10-20-502, including applicable notice, public hearing, and Planning Commission review and recommendation requirements. The expressly approved departures shall apply only to the Property and Project. Matters not specifically addressed by this Agreement remain subject to applicable law and land use regulations.

D. Subsequently Adopted Requirements. Except as expressly provided in this Agreement or permitted by applicable Utah law, subsequently adopted City land use regulations shall not alter the vested development standards governing the approved Project during the term of this Agreement. Applicable state and federal laws, and building, fire, and other construction codes, shall apply according to their legally prescribed effective dates and applicability requirements. Requirements governing ongoing property maintenance, nuisance abatement, utility service, and public health and safety shall apply to the extent authorized by law. City fees shall be governed by the Fees and Exactions section of this Agreement and applicable law. Administrative procedures may be updated as permitted by law, but procedural changes shall not be used to impose substantive development requirements inconsistent with protected vested rights. Developer may elect in writing to comply with a subsequently adopted development standard, subject to any necessary amendment or approval.

E. Reserved Legislative Powers. Nothing in this Agreement limits the City's authority to enact land use regulations or take actions authorized by Utah Code Ann. § 10-8-84, as reserved by Utah Code Ann. § 10-20-508(2)(a)(i). The application of subsequently adopted regulations or other governmental actions to the Project shall remain subject to Developer's protected vested rights and the exceptions recognized by Utah Code Ann. § 10-20-902 and applicable Utah common law, including the compelling, countervailing public interest exception. Any reliance on that exception shall be supported by findings and procedures required by applicable law. The City shall provide any notice and opportunity to be heard required by law. This Agreement does not restrict lawful emergency action or establish additional prerequisites to the exercise of authority that the City cannot lawfully limit by contract.

3. **DEVELOPMENT OF THE PROJECT**

A. Approved Maximum Residential Units. The maximum residential units in the Project shall be twenty-six (26) attached residential dwelling units ("RDU"), commonly known as townhomes, with a development density of 20.63 units per acre. Additional allowed uses include usable privately owned open space, recreation facilities, such as a pavilion or barbeque area, or other uses which provide a service only for the residents of the Project.

B. Developer's Election to Proceed. Developer is not obligated to commence construction of the Project. However, Developer's election to delay, discontinue, or omit construction shall not relieve Developer of obligations incurred through subdivision plat recordation, commencement of development activity, sale of a lot or dwelling, or implementation of an approval. Developer shall complete the Project by the applicable completion deadlines, including facilities necessary to serve completed or occupied portions of the Project. Any proposal to omit an approved improvement or amenity shall require approval through the applicable amendment procedures. If work is discontinued, Developer shall secure and stabilize the site, maintain safe access and drainage, and correct conditions requiring action under applicable law.

C. Order of Development. The Project shall be developed as a single phase unless a different phasing plan is approved through the applicable land use and Agreement amendment procedures. Before subdivision plat recordation or commencement of development activity, Developer shall obtain all required approvals and complete or secure required improvements as authorized by Utah law and the Approved Site Plans. Building permits may be issued when applicable land use approvals, building and fire code requirements, and lawful completion-assurance requirements have been satisfied. Before occupancy of any dwelling, the dwelling shall have operational utility services, approved emergency access, and all other improvements required for its safe and lawful occupancy. Required common amenities shall be completed before the first certificate of occupancy unless their deferral is expressly approved and secured in accordance with Riverdale Code Chapter 10-22 and applicable law. Remaining improvements shall be completed by the deadlines established in the Approved Site Plan, this Agreement, and the Financial Guarantee Agreement. No permit or certificate shall be withheld solely for incomplete improvements where withholding is prohibited by Utah law.

D. Maintenance of Open Space. All open space shall be privately owned and maintained by an entity other than the City and shall be maintained consistent with City standards as updated from time-to-time in the City's Future Laws. For purposes of this Section 3.D, "an entity other than the City" may include, but need not be, a master homeowners association, a neighborhood homeowners association, or other private entity or corporation.

E. Issuance of Permits. Developer shall have the sole responsibility for obtaining and/or seeing that all necessary permits are obtained and shall make application for such permits directly to the Riverdale City Community Development Department and other appropriate departments and agencies. Developer shall timely submit and, prior to the date scheduled for construction, obtain building permit(s), and engineering permits as required, and thereafter diligently prosecute such work as is authorized in such permits. Failure to timely file and to diligently pursue the issuance of all permits shall be a breach of this Agreement and grounds for termination of this Agreement at the option of the City and the exercise of the remedies contained herein.

F. Term. This Agreement shall become effective upon execution by both Parties or the approval of the City Council, whichever occurs later. The contractual right to undertake new development under this Agreement shall continue for two (2) years from the Effective Date unless extended through a written amendment approved by the City Council. This term does not extend the expiration date of any separate land use approval or permit. Completion of public improvements alone shall not terminate this Agreement. Expiration shall not extinguish accrued obligations, outstanding completion requirements, warranty obligations, or enforcement rights, nor shall it independently revoke a valid approval or permit or eliminate rights protected by Utah law.

G. Continuing Obligations. The use restrictions, density limits, approved architectural and site requirements, open-space protections, easements, HOA obligations, maintenance requirements, and reserve-funding obligations established by this Agreement shall survive expiration and bind the Property and applicable successors as provided in the recorded instruments and Utah law. Developer's outstanding construction, correction, warranty, and financial obligations shall continue until fulfilled or expressly released in writing by the City through applicable procedures. The separate Financial Guarantee Agreement, Public Water Supply Agreement, and long-term stormwater maintenance agreement shall remain effective according to their respective terms. Transfer of ownership shall not release Developer from an

accrued obligation unless the City expressly approves that release in writing.

H. Homeowner's Association/CC&R's. Developer shall, prior to the recordation of the final subdivision plat, establish a Homeowners Association ("**HOA**") to own, manage, and maintain all common areas, private roads, landscaping, open space, utilities, and amenities within the Project in accordance with this Agreement and applicable City ordinances. The HOA shall be organized as a nonprofit corporation under the laws of the State of Utah and shall be registered with the State of Utah and Riverdale City prior to recordation of the final plat.

The HOA's Covenants, Conditions, and Restrictions ("**CC&Rs**"), and any bylaws or governing documents, shall be subject to review and written approval by the City Attorney and the Community Development Director prior to recordation, to ensure compliance with the City's requirements, maintenance standards, and the provisions of this Agreement. The CC&Rs shall provide that the HOA is responsible for the perpetual maintenance of all common areas and private improvements and that such maintenance shall be performed by an independent qualified contractor or property maintenance company, that membership in the HOA is mandatory for all property owners, and that the HOA shall have the power to assess and collect dues sufficient to meet its obligations.

Developer shall file proof of registration of the HOA with the State of Utah and Riverdale City within thirty (30) days of incorporation and shall maintain such registration in good standing with annual renewals thereafter. The HOA shall not be dissolved or materially altered without the prior written consent of the City. The City shall have the right to review the HOA's annual registration status and governing documents to ensure continued Compliance with this Agreement and applicable law.

I. Maintenance Reserves and Private Infrastructure. Before conveyance of any lot or dwelling unit to a purchaser, Developer shall establish and fund separate HOA reserve accounts for private streets and privately owned water, sanitary sewer, and storm drainage facilities serving the Project. Initial funding amounts and continuing contribution schedules shall be based on a reserve study prepared by a qualified professional or an engineer's estimate acceptable to the City Engineer and Public Works Director, identifying the facilities, their condition and anticipated useful lives, projected maintenance and replacement costs, and the funding necessary to meet those obligations. Developer shall submit the study or estimate and provide evidence of the required initial deposits to the City before the first conveyance. The CC&Rs shall require the HOA to maintain the reserves, collect assessments sufficient to fund the approved contribution schedules, review reserve adequacy annually, and update the study or estimate at least every three years. Reserve funds shall be used only for the maintenance, repair, and replacement of the facilities for which they were established. Developer shall convey the common facilities to the HOA, clearly identify ownership and maintenance responsibilities in the recorded plat and CC&Rs, provide required utility and emergency-access easements, and execute and record a City-approved long-term stormwater maintenance agreement. The HOA shall maintain a current contract with a qualified contractor for emergency repairs to private streets and utility systems connected to City infrastructure and provide a copy to the City annually. Before each initial or subsequent sale, the seller shall provide the purchaser with a City-approved written disclosure identifying the privately maintained facilities and the purchaser's responsibility for assessments and replacement costs and obtain the purchaser's written acknowledgment. The HOA shall perform applicable backflow-device and private fire-hydrant inspections and testing and maintain the required records. These obligations shall survive completion of construction and expiration of this Agreement and shall not transfer ownership or maintenance responsibility to the City.

4. DEVELOPMENT STANDARDS AND GUIDELINES

A. Adoption of Development Standards. The City hereby adopts, as the development standards and guidelines for the Project (the “**Development Standards**”), the following in addition to all other applicable portions of the City Code and the adopted *Construction and Development Standards - Technical Specifications and Drawings* (2026):

a. *Approved Site Plan*. The approved site plan (the “**Approved Site Plan**”) for the Project, attached hereto and incorporated herein by this reference as Exhibit C – The Approved Site Plan, has been formally submitted and has received approval by the City and includes the following parameters: (a) Open Space (as defined herein) – approximately 12,415 square feet; (b) lot size – between 694 square feet and 896 square feet; and (c) a final subdivision plat depicting the lot sizes and overall Project layout of the Site Plan as shown in Exhibit C.

b. *Streets*. All streets, drives, and access ways within the Project that are not expressly dedicated to the City shall be deemed private streets and shall remain the property and maintenance responsibility of the Developer or HOA in perpetuity. Developer shall clearly identify all private streets on the final Project plat, and such designation shall be recorded with the plat and referenced in the HOA’s CC&Rs.

The HOA shall be responsible for all maintenance, repair, resurfacing, snow removal, lighting, signage, and drainage associated with the private streets, in accordance with City standards. The City shall have no obligation to maintain, repair, or reconstruct any private street within the Project. The HOA shall grant the City, its agents, and emergency service providers a perpetual non-exclusive easement for ingress, egress, and the provision of municipal and emergency services.

Except as provided for herein, the Developer shall construct all private streets to City design and structural standards to ensure adequate public safety access and long-term durability. Privately owned streets, drives, and access ways shall have a minimum width of 26’, measured from face of curb to face of curb. No private street shall be gated or restricted in a manner that limits emergency or municipal access without prior written approval of the City. The HOA shall not amend or dissolve the private-street maintenance obligations without prior written consent of the City.

c. *Setbacks*. The following requirements for the Project shall apply in lieu of standard requirements of the R-5 zoning district:

- (i) Minimum Lot Width: 21 feet
- (ii) Minimum Front Yard Setback: 7 feet
- (iii) Minimum Side Yard Setback: 6 feet (between buildings)
- (iv) Minimum Rear Yard Setback: 17 feet
- (v) Maximum Building Height: 33 feet
- (vi) Open Space Requirement: At least 20 percent of lot area

d. *Landscape Plan/Maintenance*. Developer shall install all public and private landscaping, irrigation systems, and open-space improvements shown on the approved Site Plan prior to issuance of any certificate of occupancy for the Project, unless otherwise approved in writing by the City. All landscaped areas, open spaces, park strips, and common areas shall be owned, operated, and maintained by the HOA in accordance with the approved plans and City standards.

The HOA shall maintain all landscaped areas in a healthy and orderly condition, including mowing, irrigation, tree replacement, weed control, and repair of irrigation systems. Landscaping may

be irrigated using secondary or pressurized irrigation water where culinary water is unavailable and shall comply with the City's water conservation and landscape design standards. Failure to maintain landscaping or irrigation systems shall constitute a default under this Agreement and may result in City enforcement action, including correction and cost recovery as authorized by ordinance.

e. *Screening.* Developer shall provide screening, buffering, and fencing consistent with the approved Site Plan to protect adjacent residential and nonresidential uses. Screening shall include a combination of decorative fencing consisting of vinyl, iron, or wood, walls, landscaping, and berming sufficient to soften visual impacts, reduce noise, and maintain neighborhood compatibility. All refuse containers, utility meters, loading areas, mechanical equipment, and parking areas visible from public streets or adjoining properties shall be screened from public view using materials and heights approved by the City. Fences or walls shall not exceed maximum heights allowed by City Code and shall maintain required sight-distance triangles. The HOA shall maintain all required screening and fencing in good repair and appearance. Any modification to screening materials or layout shall require prior written approval by the City's Community Development Director.

f. *Parking.* Developer shall provide fifty-nine (59) approved off-street parking spaces, consisting of two (2) spaces assigned to each of the twenty-six (26) dwelling units and seven (7) common guest spaces, as shown on the approved Site Plan. Assigned and guest spaces shall satisfy applicable dimensions, access, proximity, accessibility, and other requirements of the Approved Site Plan. Guest spaces shall remain available for guest parking and shall not be assigned exclusively to individual units. The HOA shall maintain common parking areas, pavement, striping, signs, lighting, and snow removal and shall enforce restrictions against parking in fire lanes, access aisles, sidewalks, landscaped areas, and other undesignated common areas. Required parking spaces shall remain available for parking and shall not be converted to another use without required City approval. Parking on public streets shall be governed by applicable City traffic and parking regulations. Changes to parking counts, assignments, locations, or access shall follow the applicable amendment procedures.

g. *Project Enhancements/Amenities.* The Project shall include project enhancements and resident amenities designed to promote quality of life, aesthetic value, and community character consistent with the City's General Plan and PD standards. Developer shall install and complete all amenities as shown on the Site Plan within the first phase of development and prior to the issuance of the final certificate of occupancy for the last building in the Project, unless otherwise approved in writing by the City. Amenities shall include, at a minimum, usable open space, pedestrian pathways, landscaped gathering areas, and recreational features such as pavilions, barbeque areas, or similar facilities as approved by the City. All enhancements and amenities shall be constructed to commercial-grade standards and maintained by the HOA in perpetuity. The HOA shall ensure that all common areas and amenities are kept in good repair, safe condition, and available for use by residents of the Project. The HOA shall not remove, replace, or materially alter any amenity without prior written approval from the City's Community Development Director. Failure to maintain amenities or open space shall constitute a default under this Agreement and may result in City enforcement, correction, and cost recovery pursuant to applicable law.

h. *Architectural Design Standards.* All townhome buildings within the Project shall be constructed in accordance with the approved architectural plans and elevations on file with the City and shall reflect a cohesive architectural theme that complements the surrounding neighborhood and enhances community character. Townhome design shall include a variety of rooflines, façade articulation, and exterior materials to avoid repetition and provide visual interest. Acceptable primary exterior finishes include brick, stone, fiber cement siding, composite siding, architectural metal,

hardwood accents (posts and columns), or other high-quality materials approved by the City. Secondary finishes included stucco or EIFS. Vinyl siding and corrugated metal are prohibited.

Each building shall incorporate distinct architectural detailing, such as window trim, front porches or stoops, and covered entries. Preferred architectural styles include industrial modern, prairie, craftsman, Victorian, and farmhouse design elements. Roof colors and materials shall be consistent throughout the project, but pitches may vary. All visible façades shall receive equivalent architectural treatment. Garages shall be accessed in the rear of the building where possible and recessed or integrated to reduce visual dominance along streetscapes.

Architectural design standards shall be binding on all successors in ownership, and no material modification of the approved architectural plans shall occur without prior written approval by the City's Community Development Director or designee.

i. *Improvement Plan.* As part of the subdivision plat or Site Plan, Developer shall prepare and submit to the City a detailed Improvement Plan for review and approval by the City Engineer, Public Works Director, and Community Development Director and the City's adopted public improvement standards ("**Improvement Plan**"). The Improvement Plan shall include, at a minimum, the design, location, and specifications for all public and private improvements required to serve the Projects, including streets, drive aisles, curb and gutter, sidewalks, storm drainage, culinary and secondary water systems, sanitary sewer, street lighting, traffic control devices, and any other infrastructure elements necessary to provide adequate access and public safety. All improvements shall be designed and constructed in accordance with the City's engineering standards, the approved construction drawings, and the conditions of Project and Site Plan approval. Developer shall be responsible for coordinating utility installation and avoiding conflicts with existing facilities.

Before authorization for subdivision plat recordation, Developer shall obtain approval of the final Improvement Plan and satisfy applicable completion or completion-assurance requirements, as set forth herein. Permit issuance, occupancy, and completion deadlines shall be governed by the Order of Development subsection of this Agreement and applicable Utah law.

Developer shall correct deficiencies identified through City inspections and shall warrant completed improvements for the applicable improvement warranty period established by Utah law. Required completion assurance, warranty security, inspections, acceptance, and releases shall comply with Utah Code Ann. §§ 10-20-807 and 10-20-905 and the separately executed Financial Guarantee Agreement. Completion assurance shall secure unfinished or unaccepted work; warranty security shall secure correction of defects following acceptance. Security shall be reduced or released as required by applicable law, and the same obligation shall not be secured twice. Any additional security required for privately owned utilities under Chapter 10-22 shall be separately identified in the approved security schedule, including its purpose, amount, duration, and release conditions, and shall be required only to the extent authorized by Utah law. Acceptance or inspection of privately owned improvements shall not constitute acceptance of ownership or maintenance responsibility by the City. HOA maintenance reserves are separate from Developer's completion assurance and warranty security and shall remain available for their intended purposes.

j. *Improvement Completion Assurance.* Prior to the issuance of any building permit or commencement of construction activities, Developer shall provide to the City an improvement completion assurance ("**Assurance**") to ensure the satisfactory completion of all required public and site improvements identified in the approved Improvement Plans, including but not limited to streets, curbs, gutters, sidewalks, storm drainage, utilities, landscaping, lighting, and other improvements required under this Agreement or City ordinances.

(i) Form of Guarantee: The Assurance shall be in a form acceptable to the City and consistent with Utah Code Ann. §10-20-807, and may consist of one or more of the following:

- a. A performance bond issued by a surety authorized to do business in Utah;
- b. An irrevocable letter of credit from a financial institution acceptable to the City;
- c. An escrow agreement with a federally insured financial institution; or
- d. Completion of all required public landscaping improvements or infrastructure improvements prior to any vertical development activity or the recordation of the Project plat

(ii) The City shall not require an Assurance for infrastructure improvements that are private and not essential or required to meet the building code, fire code, flood or storm water management provisions, street and access requirements, or other essential necessary public safety improvements in the City's Vested Laws.

5. FEES AND EXACTIONS

A. Fees. Developer shall pay lawful application, review, permit, inspection, impact, connection, and service fees applicable to the Project. Each fee shall be assessed under applicable Utah law, the legally applicable adopted fee schedule, and any express fee provision of this Agreement. Inclusion of development standards in the Vested Laws does not independently freeze fee amounts. Fees shall become due at the stage prescribed by the applicable law or fee schedule, rather than becoming due for the entire Project upon issuance of its first building permit. Water-related obligations governed by the Public Water Supply Agreement, described below, shall be administered under that agreement. The City may withhold a permit, inspection, service connection, or certificate for unpaid fees only to the extent authorized by law. Penalties and interest shall apply only where lawfully authorized.

B. Water Exaction. Developer and the City shall execute a separate Public Water Supply Agreement for the Project, which shall be recorded against the Property in the Office of the Weber County Recorder. That agreement is incorporated herein by reference solely with respect to the water-supply and water-transfer matters it governs. The Parties' obligations concerning required water, applicable credits, conveyance, payment, and performance deadlines shall be governed by the Public Water Supply Agreement, without duplication in this Agreement. In the event of an inconsistency concerning those matters, the Public Water Supply Agreement shall control, subject to applicable law. Compliance with that agreement is an obligation under this Agreement, and expiration of this Agreement shall not terminate or modify the Public Water Supply Agreement. Upon recordation, its recording information shall be maintained in the City's Project file.

6. SUCCESSORS AND ASSIGNS

A. Assignability and Transfers. Assignment of Developer's development rights or performance obligations shall require prior written City Council consent, which shall not be unreasonably withheld, conditioned, or delayed, and a written assumption by the assignee of the

applicable obligations. A transfer to a related entity or joint venture shall remain subject to these requirements if it transfers development rights or responsibility for performance. Sale of an individual completed dwelling or approved residential lot, and financing secured by the Property, shall not alone constitute an assignment requiring Council consent; however, applicable recorded restrictions and maintenance obligations shall remain binding. Before transferring common property or maintenance responsibility to the HOA, Developer shall obtain the HOA's written assumption of its obligations through a recorded declaration, joinder, or other City-approved instrument. No assignment or transfer shall release Developer from accrued obligations or obligations not expressly assumed and released by the City in writing.

B. Other Transactions. Any Party's transfer of all or any part of the Property to any entity "related" to such Party (as defined by regulations of the Internal Revenue Service), any Party's entry into a joint venture for the development of all or any part of the Property, the selling or conveying of lots in the Project or any Party's pledging of part or all of the Property as security for financing shall also not be deemed to be an "assignment" subject to the above referenced approval by the Council unless specifically designated as such by such assigning Party.

7. **DEFAULT**

A. Default and Cure. A Party claiming a material default shall give written notice identifying the obligation breached, the facts supporting the claim, and the corrective action required. The defaulting Party shall have thirty (30) calendar days after receipt to cure. If cure reasonably requires additional time, the defaulting Party shall commence corrective action within that period and diligently complete it under a reasonable written schedule approved by the nondefaulting Party. This cure procedure shall not extend a separately established completion deadline without written approval, alter the notice or draw requirements of a separate security instrument, or restrict emergency action or enforcement authorized by law.

B. Dispute Resolution. Upon either Party's timely written request, the Parties shall meet within twenty-one (21) calendar days to attempt resolution. If unresolved, they shall submit the dispute to nonbinding mediation before pursuing contractual remedies. Unless expressly agreed in writing, discussions or mediation shall not stay performance obligations, suspend lawful enforcement, or toll statutory appeal or filing deadlines. Either Party may seek immediate judicial relief where necessary to preserve rights or prevent injury.

8. **PROVISIONS**

A. Recordation. This Agreement shall be recorded with the Weber County Recorder's Office in the chains of title for the Property.

B. Notices. All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, electronically, or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the addresses listed below each Party's signature below or to such other addresses as either Party may from time to time designate in writing and deliver in like manner ("**Notice**"). Any such change of address shall be given at least ten days before the date on which the change is to become effective.

C. Authority and Ownership. Each Party represents that it has authority to execute this Agreement and that its signatory is authorized to bind it. Developer shall provide evidence of its legal existence, signing authority, and ownership or authority to develop the Property acceptable to the City.

Attorney. Each record owner whose interest is subject to this Agreement shall execute the Agreement or a City-approved consent or joinder. Developer shall obtain any additional consent, joinder, or subordination reasonably necessary to make the agreed restrictions, easements, and obligations effective against the interests intended to be bound. No representation in this Agreement shall substitute for execution by a person whose consent is legally required.

D. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regulatory approvals given by City for the Property contain the entire Agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements, or understandings between the Parties which are not contained in such Agreements, regulatory approvals, and related conditions.

E. Amendments and Administrative Implementation. An amendment to this Agreement shall require a written instrument executed by the affected Parties or their authorized successors, approved by the City Council, and recorded against the Property. Any amendment authorizing development otherwise prohibited by applicable land use regulations shall follow the procedures required by Utah Code Ann. §§ 10-20-508 and 10-20-502. Changes to an approved subdivision plat, Site Plan, architectural plan, or phasing plan shall also obtain the approvals required by Chapter 10-22, other applicable City ordinances, and Utah law. Staff may approve implementation details or minor plan corrections only where expressly authorized by the governing ordinances and only when the change does not alter an obligation of this Agreement or an approved condition. Staff approval shall not waive required improvements, reduce required reserves or security, increase approved density, or substitute for approval by the designated land use authority. Where a proposed change affects both this Agreement and an approved plan, both approval procedures shall be completed.

F. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Developer's ability to complete the development of the Project as set forth herein is not defeated by such severance.

G. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The Parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Weber County, Utah. The Parties hereby expressly waive any right to object to such choice of law or venue.

H. Remedies. If any Party breaches any provision of this Agreement, the non-defaulting Party shall be entitled to all remedies available both at law and in equity.

I. Attorney's Fees and Costs. If any Party brings legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and court costs.

J. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

SIGNATURES ON FOLLOWING PA

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, on and as of the day and year first written above.

CITY: Riverdale City,
a Utah Municipal Corporation

By: _____
Braden Mitchell, Mayor

ATTEST:

City Recorder

Mail Notices to:

Riverdale City
Attn: Brandon Cooper
4600 S. Weber River Driv
Riverdale, Utah 84405
bcooper@riverdaleutah.gov
801.394.5541

DEVELOPER: KMM PERMIAN, LLC
a Utah limited liability company

By: _____

Its: _____

Mail Notices to:

PO BOX 17397

Holladay ut 84117

STATE OF UTAH)
)SS
COUNTY OF WEBER)

On this _____ day of _____, 2026, personally appeared before me, _____, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he is the _____, a Utah limited liability company, and that the foregoing document was signed by him in behalf of said _____, and that said _____ executed the same.

Notary Public

STATE OF UTAH)
)
) :SS
COUNTY OF WEBER)

Exhibit A

The Property

DRAFT

Exhibit B

The Project

DRAFT

Exhibit C

The Site Plan

DRAFT

When recorded, mail to:

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS AND
RESERVATION OF EASEMENTS**

FOR

RIVER~~RSIDE~~ FLAT~~SRDALE~~ TOWNHOMES

A PLANNED ~~RESIDENTIAL UNIT~~ DEVELOPMENT

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS (the "**Declaration**") is made on this _____ day of _____, 2026, by _____, LLC, a Utah limited liability company, ("**Declarant**"), with reference to the following facts:

A. Declarant is the owner of a certain tract of land located in Weber County, State of Utah, which property is more particularly described as follows:

See attached Exhibit "A"

For purposes of development and marketing, the above-described property is intended to be known as "Riverdale Townhomes". In this Declaration, the term "**Property**" shall refer to Property set forth on Exhibit "A" consisting of 26 Lots and Common Area as identified in Exhibit "B", (the "**Plat Map**").

B. Declarant intends to improve the Property by construction thereon of certain residential improvements and common facilities, and to establish thereon a Planned ~~Residential Unit~~ Development, to be managed, operated, and maintained by an incorporated Association of Owners, for the benefit of the Property as a whole.

C. The development of the Property shall be hereinafter refers to the "**Project**". The Owner of each of the Units shall receive fee title to their individual Lot and the residential dwelling thereon, together with all rights associated with membership in RIVERDALE TOWNHOMES OWNERS ASSOCIATION, INC. (the "**Association**").

D. Declarant intends by this document to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all of said Units and the Owners thereof.

E. Declarant hereby declares that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and the Project, and every part thereof, in accordance with the plan for the improvement, sale, and operation of the Property as a planned unit development. All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants and encumbrances which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Property or the Project.

Article I.
DEFINITIONS

Section 1.01 Unless otherwise expressly provided, the following words and phrases, when used in this Declaration and in the Project Documents, shall have the following meanings:

- (a) **Articles:** the Articles of Incorporation of the Association, as amended from time to time.
- (b) **Assessment:** that portion of the cost of maintaining, improving, repairing, operating, and managing the Property which is to be paid by the Unit Owners as determined by the Association under this Declaration. Assessments may be designated as Regular Assessments, Extraordinary Assessments, or Special Assessments, as those terms are more specifically defined in Article 6 of this Declaration.
- (c) **Association:** RIVERSIDE FLATSDALE TOWNHOMES OWNERS ASSOCIATION, INC., a Utah nonprofit corporation, formed or to be formed by Declarant, the members of which shall be the Owners of Units in the Project.
- (d) **Board or Board of Directors:** the governing body of the Association.
- (e) **Building:** shall mean and refer to a building or buildings containing Units and comprising a part of the Property.
- (f) **Bylaws:** the Bylaws of the Association as amended from time to time. The initial Bylaws shall be as adopted by the incorporating members of the Board of Directors.
- (g) **Common Areas or Common Facilities:** the parcels and improvements designated as common property on the recorded Plat and associated conveyance instruments, including

~~private streets, common parking, pathways, landscaping, open space, amenities, and privately owned infrastructure assigned to the Association. The Association shall hold title to common-area parcels in trust for the Owners as provided by Utah Code Ann. § 10-20-809. Each Owner's beneficial interest and associated rights shall be appurtenant to the Owner's Lot and shall not be separately conveyed. Common Facilities exclude infrastructure owned by Riverdale City or another utility provider, notwithstanding its location within the Project. Ownership and maintenance boundaries shall be identified in the approved utility plans and recorded instruments. all the real property and improvements located within the Property, other than the Lots and Dwellings, including without limitation, all landscaped areas, driveways, and private roadways and walkways, all of which shall be managed by the Association for the common use and enjoyment of all Owners. The individual Owners within the Project shall own an undivided interest in the Common Areas and Common Facilities as tenants in common, each with an equal undivided interest therein. The undivided interest in the Common Areas shall not be separated from the Unit to which it appertains. The Common Area is designated as such on the Plat Map, as defined below. Common Areas shall also including the private storm sewer, sanitary sewer lines, sewer laterals and other related improvements (the "Sewer Improvements") within the Common Areas to the point that said sewer facilities reach the public sewer system.~~

- (h) **Common Expenses:** the actual and estimated expenses of maintenance improvement, repair, operation, insurance, and management of the Common Area, limited common area and of the exterior and structural components of the Dwellings, expenses of operating and maintaining the private roadways through the Project, expenses of administration of the Association, and any reasonable reserve for such purposes as determined by the Board, and all sums designated Common Expenses by or pursuant to the Project Documents. Without limiting the generality of the foregoing, Common Expenses shall also include: all commonly metered utility charges for the Property; compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all maintenance, gardening, security and other services benefitting the Common Area; the costs of fire insurance, errors and omissions and director, officer and agent liability insurance, and other insurance covering the Property and the directors, officers and agents of the Association; and any other costs incurred by the Association pursuant to its authority for any reason whatsoever, for the common benefit of the Owners.
- (i) **Declarant:** _____, LLC, a Utah limited liability company, and its successors-in-interest and assigns with respect to the Property, ~~but shall not include~~ members of the public purchasing completed Units.
- (j) **Declaration:** this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, as it may be amended from time to time.
- (k) **Dwelling:** that portion of any building (including garage and other improvements) which is located on a single Lot and which is designed and intended for use and occupancy as a

single-family residence.

- (l) **Improvements:** ~~Improvements means the buildings, streets, parking areas, utilities, drainage facilities, landscaping, fencing, lighting, pathways, and amenities identified in the approved Project plans. Their design, quantity, location, and materials shall conform to those plans and applicable City approvals. means the buildings, streets, parking areas, utilities, drainage facilities, landscaping, fencing, lighting, pathways, and amenities identified in the approved Project plans. Their design, quantity, location, and materials shall conform to those plans and applicable City approvals.~~the improvements included in the Project are now or will be located upon the Property. The significant improvements contained in the Project include up to six (6) Buildings with garages, asphalt roadways, open parking spaces, concrete sidewalks or walkways and fencing. The location and configuration of the improvements referred to in the forgoing sentence are depicted on the Plat Map. The Project also contains other improvements of a less significant nature, such as outdoor lighting and landscaping. The Plat Map shows the number of Units, which are contained in the Buildings in the Project. Said Buildings are composed of the following materials: wooden frame with load and non load bearing walls studded with wood, first floor of concrete, second floor of wooden joists; combination truss-rafter type roof; surfaced with asphalt shingle roofing; interior walls surfaced with gypsum board; and exterior surfaced with stucco or cement fiber board or stone or brick.
- (m) **Limited Common Areas:** shall mean and refer to those Common Areas designated herein or in the Plat as reserved or designated by this Declaration for the exclusive use of a certain Unit or Units to the exclusion of the other Units and Owners. Each Unit shall include, as Limited Common Area, exclusive and appurtenant to such Unit, the driveways, porches, rear patio areas, as shown on the Plat.
- (n) **Lot:** any residential Lot shown on the Plat Map of the Project, created for the construction of a Dwelling. The term "**Lot**" does not include any portion of the Common Area.
- (o) **Member:** a person entitled to membership in the Association as provided herein.
- (p) **Mortgage:** includes a recorded mortgagee, deed of trust, real estate contract, or other instrument creating a security interest in any Unit.
- (q) **Mortgagee:** includes a mortgagee, beneficiary or holder of a deed of trust, real estate contract vendor, or other holder of a mortgage on any Unit.
- (r) **Mortgagor:** includes a mortgagor, the trustor of a deed of trust, real estate contract vendee or other individual granting a security interest in any Unit.
- (s) **Owner or Owners:** the record holder or holders or entity title to or a contract vendee's interest in a Unit in the Project. This shall include any person having a fee simple title to

any Unit, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Unit is sold under a recorded contract of sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner", and the fee owner shall be considered a mortgagee.

- (t) **Person:** any natural person, corporation, partnership, association, trustee, or other legal entity.
- (u) **Plat or Plat Map:** ~~The final subdivision plat for the Project approved by Riverdale City and recorded in the Office of the Weber County Recorder, identifying the residential Lots, Common Areas, Limited Common Areas where applicable, and recorded easements. The Project consists of twenty-six (26) residential Lots and shall be developed in one phase unless a different phasing plan receives all required City approvals. This Declaration does not independently authorize additional Lots, phases, or development the recorded map or maps prepared by or for Declarant showing the surface of the Property and the division thereof into Lots and Common Area, as amended and/or supplemented from time to time. The Property will be developed in multiple phases. Phase I shall consist of sixteen (16) multi-story "Town Homes" to be known as "Riverdale Townhomes," as provided herein and identified in the Plat Map.~~
- (v) **Project Documents:** this Declaration, the Plat Map, and the Articles and Bylaws of the Association, as each may be amended from time to time.
- (w) **Property or Project** (synonymous): the real property covered by this Declaration and all easements, rights and appurtenances belonging thereto, and all improvements erected or to be erected thereon.
- (x) **Unit:** all elements of individual ownership of a residential interest in the Project, including ownership of a Lot and the Dwelling thereon, a nonexclusive easement and right of use and enjoyment of the remainder of the Common Area, and all rights of membership in the Association.

Article II.

ASSOCIATION, ADMINISTRATION, MEMBERSHIP, VOTING RIGHTS

Section 2.01 Organization of Association. The Association is or shall be incorporated under the name of RIVERSIDE FLATSDALE TOWNHOMES OWNERS ASSOCIATION, INC., in accordance with the requirements of the Utah Revised Non-Profit Corporation Act, Utah Code Title 16, Chapter 6a.

Section 2.02 Duties and Powers. The duties and powers of the Association are those set forth in this Declaration, the Articles and Bylaws, together with the general and implied powers of a nonprofit corporation, generally to do any and all things that a corporation organized under the laws of the State of Utah may lawfully do and which are necessary or proper in operating for

the peace, health, comfort, safety and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in this Declaration, the Articles and Bylaws.

Section 2.03 Membership. The Owner of a Unit shall automatically, upon becoming the Owner of that Unit, become a Member of the Association, and shall remain a Member thereof until such time their ownership ceases for any reason, at which time their membership in the Association shall automatically cease. Membership shall be in accordance with the Articles and Bylaws of the Association.

Section 2.04 Transferred Membership. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Unit to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Unit should fail or refuse to transfer the membership registered in his name to the purchaser of their Unit, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

Section 2.05 Class of Membership, Voting Requirements. The Association shall initially have two (2) different classes of voting membership; Class A Members and Class B Members, as described herein and according to the Articles and Bylaws for the Association. As provided herein and such additional governing documents for the Association, reasonable allowance shall be made for a transition from initial total ownership and control by the Declarant to eventual ownership and control by the individual property owners and residents within the Project. The different classes of voting membership shall be a mechanism to accomplish that objective and such other purposes as may be recognized and established under the Governing Documents of the Association.

Section 2.06 Class A Members. The Class A Members shall be all Owners with the exception of the Class B Members, if any. Class A Members shall be entitled to vote on all issues before the Association to, subject to the following:

- (a) One Vote. Each Unit shall have one (1) vote.
 - (i) Multiple Owners. When more than one (1) Person holds an interest in a Unit, the vote for such Unit shall be exercised as such Persons determine and advise the Secretary of the Association prior to any meeting. In the absence of such notice, the vote of the Unit shall be suspended in the event more than one (1) Person or entity seeks to exercise it.
 - (ii) Leased Unit. Any Owner of a Unit which has been leased may, in the lease or other written instrument, assign the voting right appurtenant to that Unit to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

Section 2.07 Class B Members. The Class B Members shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale of Units, and who is designated as such in a recorded instrument executed by Declarant. Prior to the Transition Events, as defined below, the Declarant shall have the exclusive right to appoint all members of the Board. The Class B Members shall originally be entitled to three (3) votes per Lot owned or to be developed. The Class B membership shall terminate, and Class B membership shall convert to Class A membership upon the happening of the earlier of the following (the “**Transition Events**”):

- (a) Units Sold. One Hundred Twenty (120) days after the sale (meaning the execution and delivery of a deed to a Unit by Declarant to a person other than Declarant) of seventy-five percent (75%) of the Units (12 Units) in the Project; or
- (b) Three Years. Three (3) years from the date following the first conveyance of a Unit in the Building to a Unit purchaser after effective date of this Declaration; or
- (c) Election. When, in its sole discretion, Declarant so determines.

Section 2.08 Change to Class A Member. From and after the happening of the Transition Events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Unit owned. At such time, the Declarant shall call a meeting, in the manner described in the Bylaws of the Association for special meetings, to advise the membership of the termination of Class B status and, if it has not already occurred, to schedule transition of the operation and management of the entire Project to the Association.

Section 2.09 Membership Meeting. Regular and special meetings of Members of the Association shall be held with the frequency, and time and place, as are accordance with the provisions of the Bylaws of the Association.

Section 2.10 Board of Directors. The affairs of the Association shall be managed by a Board of Directors, which shall be established and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association. Prior to the Transition Events, as defined in Section 2.07 above, the Declarant shall have the exclusive right to appoint all members of the Board of Directors.

Section 2.11 Use of Agent. The Board of Directors, on behalf of the Association, may contract with a professional management agent for the performance of maintenance and repair and for conducting other activities on behalf of the Association, as may be determined by the Board. The term of any such contract shall comply with the restrictions set forth in the Bylaws.

Article III.

RIGHTS IN COMMON AREA

Section 3.01 Common Area. The Common Area shall include all real property and improvements within the Property, other than the Lots and Dwellings, including without limitation, all landscaped areas, driveways, and private roadways and walkways, all of which

shall be managed by the Association for the common use and enjoyment of all Owners. Ownership of the Common Area shall be established and maintained as provided in Section 1.01(g). ~~The individual Owners within the Project shall own the Common Area as tenants in common, each with an equal undivided interest therein.~~ The Common Area shall be operated, maintained, and insured by the Association for the use and benefit of Owners of Units in the Project, subject to reasonable rules and regulations enacted according to the Bylaws. Each Unit Owner, through membership in the Association, shall have a nonexclusive right to use the Common Area in accordance with the purposes for which it is intended without hindering the exercise of or encroaching upon the lawful rights of any other Unit Owners. The Declarant hereby reserves in itself and its successors-in-interest and assigns, all easements (and the right to grant further easements) over and onto the Common Area for ingress to and egress from the Project for the purpose of necessary construction, maintenance, or repair work in connection with the development, use, and occupancy thereof. Each Unit Owner shall also have the rights and easements granted pursuant to the rights set forth herein.

- (a) Limited Common Area. The exclusive right to use and occupy each Limited Common Area, as designated herein and on the Plat shall be appurtenant to and shall pass with the title of the Unit with which it is associated. Each Owner of a Unit is hereby granted an irrevocable and exclusive license to use and occupy the Limited Common Areas and facilities reserved exclusively for the use of the Unit, subject to the residual rights of the Association therein. It is anticipated that upon completion of construction, each Unit shall include, as Limited Common Area, the driveways, exclusive and appurtenant to such Unit, driveways, porches, rear patio areas, as shown on the Plat.

Section 3.02 Common Maintenance of Exclusively Owned Areas. As depicted in Exhibit "B", each of the Dwellings are situated on an individual Lot sharing a common wall(s) with other Units, which shall be exclusively owned by recorded title thereof. However, as a planned unit development, it is intended that the yards of each Lot, including the driveways, porches, patios and Dwelling exterior shall at all times, be a uniform, well manicured and maintained residential community with relatively low maintenance responsibilities for the individual owners and with reasonable assurances that all of the areas within the Project will be similarly well cared for and maintained. Therefore, it is agreed that the Association shall contract for regular property maintenance services to keep up the Building exteriors, structures and landscaping within the Project, including but not limited to the Common Area and the front yards and park strips of each Lot within the Project. The Association shall be responsible for the continual upkeep, repair, maintenance, and eventual replacement thereof.

~~Section 3.03—Partition of Common Area Prohibited. —No Owner may separately partition, convey, or encumber the Owner's beneficial interest in a common-area parcel. Conveyance or modification of common-area parcels shall comply with Utah Code Ann. §10-20-809, this Declaration, the recorded Plat, and applicable City approvals. As provided in Section 3.01 hereinabove, the Owners shall each own an equal undivided interest in the Common Area as tenants in common. No Owner shall bring any action for partition or division of any part of the Common Area, it being agreed that this restriction is necessary in order to preserve the rights of~~

~~the Owners with respect to the operation, management, use, and enjoyment of the Common Area.~~

~~Section 3.04~~Section 3.03

~~Section 3.05~~Section 3.04 Extent of Easements. The rights and easements of use and enjoyment of the Common Area created by this Declaration shall be subject to such rules and regulations as may be adopted by the Board of Directors according to the Bylaws. Without limiting the generality of the Board's authority to enact reasonable rules and regulations, such easements shall be subject to the following:

- (a) The right of the Board to suspend the rights and easement of any Member, and the persons deriving such rights and easements from any Member, for use and enjoyment of any recreational facilities located within the Common Area, for any period during which the payment of any Assessment against the Member and his Unit remains delinquent; provided, however, that any suspension for either nonpayment of any assessment or breach of any provision in the Project Documents shall not constitute a waiver or discharge of the Member's obligation to pay Assessments as provided in this Declaration. Suspension of recreational privileges shall not interfere with access to a Dwelling, required parking, essential utility service, emergency access, or municipal easements;
- (b) The right of the Association to consent to or otherwise cause the construction of additional improvements on the Common Area, and to consent to or otherwise cause the alteration or removal of any existing improvements on the Common Area for the benefit of the Members of the Association; and,
- (c) The right of the Association, acting through the Board, to consent to or join in the grant or conveyance of easements, licenses or rights of way in, on or over the Common Area for purposes not inconsistent with the intended use of the Property as a residential planned unit development.

~~Section 3.06~~Section 3.05 Damage by Member. Each Member shall be liable to the Association for any damage to the Common Area (including damage to Sewer Improvements) not fully reimbursed to the Association by insurance, if the damage is sustained because of the negligence or willful misconduct of the Member, his guests, tenants, pets or invitees, or any other persons deriving their right and easement of use and enjoyment of the Common Area from the Member, or his or their respective family and guests, both minor and adult. However, the Association, acting through the Board, reserves the right to determine whether any claim shall be made upon the insurance maintained by the Association, and the Association further reserves the right to levy a Special Assessment equal to the increase, if any, in insurance premiums directly attributable to the damage caused by the Member or the person for whom the Member may be liable as described above. The cost of correcting the damage to the extent not reimbursed to the Association by insurance shall be a Special Assessment against the Unit of the Member liable for the damage and may be enforced as provided hereby for the enforcement of any other Assessment.

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Article V.
REPAIR AND MAINTENANCE

Section 5.01 Repair and Maintenance Rights and Duties of Association. Subject to the provisions in this Declaration pertaining to eminent domain and destruction of improvements, the Association shall paint, maintain, repair and replace the Common Area and all improvements and landscaping thereon, and the exteriors, including roof and the exterior structural components of all Buildings associated therewith, or shall contract for such maintenance, repair and replacement to assure that maintenance of such areas are in good condition, reasonable wear and tear excepted. However, the Association shall not be responsible for, or be obligated to perform those items of maintenance, repair or improvement, which are the responsibility of the Owners as provided in Section 5.02 below. However, in the event an Owner fails to maintain his Dwelling or to provide other maintenance or repair as provided herein in a manner which the Board deems necessary to preserve the appearance and value of the Property, the Board may notify the Owner of the work required and request it be done within sixty (60) days from the giving of such notice. In the event the Owner fails to carry out such maintenance within such period, the Board may cause such work to be done and may specially assess the cost thereof to such Owner, and, if necessary, lien his Unit for the amount thereof. For the purpose of performing any maintenance, repair or replacement as authorized by this Article, or for purposes of making emergency repairs necessary to prevent damage to the Common Area or to other Dwellings, or for any other purpose reasonably related to the performance by the Board of its responsibilities under this Declaration, the Association (and its agents and employees) shall have an irrevocable easement over and onto all portion of the Common Area, and shall also have the irrevocable right, after reasonable notice to the Owner, and at reasonable hours, to enter any Lot and/or Dwelling.

Section 5.02 Repair and Maintenance Rights and Duties of Owners. Except for those portions of the Property which the Association is required or elects to maintain and repair, each Unit Owner shall, at their sole cost and expense, maintain and repair all interior and non-structural components of their Dwelling, keeping the same in good condition, and shall repair all damage to the Common Area for which the Owner is responsible under Section 3.5 above. Additionally, each Owner shall maintain, repair and replace as necessary, all doors and windows (and appurtenant hardware and accessories) to their Dwelling, and any separate air conditioning, water heating, or other separate utility unit which services their Dwelling. Each Owner shall have the exclusive right to paint, plaster, panel, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding their Dwelling. The Association shall maintain a written responsibility schedule identifying building-envelope, structural, window, door, utility, landscaping, and Limited Common Area responsibilities. The schedule shall clarify this Declaration and shall not transfer an obligation assigned herein without a properly approved amendment.

~~Section 5.02~~Section 5.03

Private Infrastructure and Common Facilities. The Association shall maintain, inspect, repair, and replace the private streets, common parking, sidewalks and pathways, lighting, landscaping, irrigation, fencing, amenities, and privately owned water, sanitary sewer, and storm drainage facilities assigned to it by the approved plans and recorded instruments. Responsibilities shall include resurfacing, snow removal, drainage maintenance, and applicable backflow-device and private fire-hydrant inspections and testing. The Association shall perform its stormwater obligations under the separately recorded long-term stormwater maintenance agreement. It shall maintain a current contract with a qualified contractor for emergency repairs to private streets and utility systems connected to City infrastructure and provide a copy to Riverdale City annually. Snow storage shall remain within approved on-site locations; any storage of deicing materials shall comply with applicable City requirements. Inspection, emergency entry, or corrective work by the City shall not transfer ownership or continuing maintenance responsibility to the City.

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Article VI.

ASSOCIATION MAINTENANCE FUNDS AND ASSESSMENTS

Section 6.01 Creation of the Lien and Personal Obligation of Assessments. The Declarant shall establish and the Association shall, at the time of its initial organization, adopt such operating budgets for the project as are reasonably necessary to commence such operations in the full execution of all of the Associations responsibilities provided hereunder. The Declarant, for each Unit owned within the Project, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following Assessments, which shall be established and collected as provided herein and in the Bylaws of the Association: (a) Regular Assessments;(b) Extraordinary Assessments; and (c) Special Assessments.

All Assessments, together with interest, costs, penalties, and actual attorneys' fees, shall be a charge and a continuing lien upon the Unit against which each Assessment is made. Each such Assessment, together with interest, costs, penalties, and actual attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the Assessment fell due. No Owner of a Unit may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area or by the abandonment of his Unit as provided in herein. ~~The Declarant shall have no responsibility for any charges for Lots Declarant still owns after ownership by others has reached a ninety percent (90%) level.~~

Section 6.02 Purpose of Assessment. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of all the residents in the, entire Project, for the improvement and maintenance of the Common Area, and for the common good of the Project. The Regular Assessments shall include an adequate reserve fund for maintenance, repairs and replacement of those portions of the Common Area and the exterior and structural components of all Dwellings which must be replaced on a periodic basis, creation

of an adequate contingency reserve, major maintenance reserve, and/or sinking fund for maintenance and repairs of all Common Areas, including the private roadways, if any, located within the Project as shown on the official plat recorded in the office of the Weber County Recorder.

Section 6.03 Regular Assessments. Until the end of the Association's fiscal year immediately following the closing of the sale of the first Unit in the Project, the annual maximum Regular Assessment per Unit shall be such amount as is set forth in the Project budget prepared by Declarant, payable in monthly installments, or such other billing period as the Board determines from time to time. Each Unit's share for the first fiscal year shall also be prorated based on the number of months remaining in that fiscal year. Thereafter, the Board shall determine and fix the amount of the maximum annual Regular Assessment against each Unit at least sixty (60) days in advance of the start of each fiscal year; provided, however, that the maximum annual Regular Assessment may not be increased by more than twenty percent (20%) above the maximum annual Regular Assessment for the immediately preceding fiscal year, without the vote or written assent of a majority of the voting power of the Association.

Section 6.04 Extraordinary Assessments. In addition to the Regular Assessments authorized above, the Board may levy, in any fiscal year, all Extraordinary Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or of any exterior or structural component of any Dwelling, or to defray any unanticipated or underestimated expense not covered by the Regular Assessment (and, where necessary, for taxes assessed against the Common Area); provided, however, and except as provided in the last sentence of this subsection 6.4, that the aggregate Extraordinary Assessments for any fiscal year shall not exceed ten percent (10%) of the budgeted gross expenses of the Association (excluding reserves) for that fiscal year, without the vote or written assent of over sixty percent (60%) of the voting power of the Association. ~~Notwithstanding any language in this Declaration to the contrary, a one-time extraordinary assessment in an amount equal to two months' of the then-established monthly Association Assessment shall be assessed at the time of closing of the purchase of a Unit by the first Owner thereof, to establish a reserve fund for the Association.~~

Section 6.05 Special Assessment. In addition to the Regular and Extraordinary Assessments authorized above, the Board may levy Special Assessments (without limitation as to amount or frequency) against all individual Unit and its Owner to reimburse the Association for costs incurred in bringing that Owner and his Unit into compliance with the provisions of this Declaration and the Bylaws, including actual attorney's fees and costs.

Section 6.06 Allocation of Assessments, Limited Exemption of Declarant. ~~Regular and common Extraordinary Assessments shall be allocated equally among the residential Lots, each bearing an exact one-twenty-sixth (1/26) share, except for charges properly allocated to an individual Owner under this Declaration or applicable law. Declarant shall pay assessments on each Declarant-owned Lot from the commencement date established in Section 6.07 on the same~~

~~basis as other Owners. Neither vacancy, incomplete construction, continued administrative control, nor the percentage of Lots sold shall independently exempt a Declarant-owned Lot from assessments. Declarant's initial reserve-funding obligation is additional to its assessment obligations. Except for the initial exemption provided to Declarant as provided in this Section 6.06, all Units shall be assessed according to the percentages set forth on Exhibit "C". Notwithstanding the foregoing, Declarant's obligation to pay any Assessment for Units owned by Declarant shall not begin until such time as a Unit owned by Declarant is first occupied or Declarant no longer has control of the Association, whichever is earlier.~~

Section 6.07 Commencement of Assessment: Due Dates. Except as provided in Section 6.06 above, the Regular Assessments provided for herein shall commence as to all Units in the Project on the first day of the month following closing of the sale of the first Unit in the Project. Due dates of Assessment shall be the first day of each calendar quarter or such other billing period as the Board may determine from time to time. No notice of such Assessment shall be required other than an annual notice setting forth the amount or the periodic Assessment.

Section 6.08 Transfer of Unit by Sale or Foreclosure. The sale or transfer of any Unit shall not affect any Assessment lien, or relieve the Unit from any liability therefor, whether the lien pertains to payments becoming due prior or subsequent to such sale or transfer. Notwithstanding the foregoing, the sale or transfer of any Unit pursuant to foreclosure or by deed in lieu of foreclosure of a recorded first mortgage given in good faith and for value shall extinguish the lien of all such Assessments as to payments which became due prior to such sale or transfer (except for Assessment liens arising prior to recording of the mortgage). Sale or transfer pursuant to mortgage foreclosure shall not, however, affect the personal liability of the Owner for unpaid Assessments. Any Assessments for which the liens are extinguished pursuant to this Section shall be deemed to be Common Expenses collectible from all of the Units including the Unit for which the lien was extinguished. In a voluntary conveyance of a Unit, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid Assessments by the Association against the grantor up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board, setting forth the amount of the unpaid Assessments due the Association, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid Assessments made by the Association against the grantor in excess of the amount set forth in the statement; provided, however, the grantee shall be liable for any such Assessment becoming due after the date of any statement.

Section 6.09 Enforcement of Assessment Obligation: Priorities: Discipline. All charges, fees and/or assessments due hereunder shall be due on the first (1st) day of the month. If any part of any Assessment is not paid and received by the Association or its designated agent within ten (10) days after the due date, an automatic late charge of Ten Dollars (\$10.00) shall be assessed and additional Ten Dollar (\$10.00) sums shall be assessed for each month or fraction thereof from the due date until the Assessment and all late charges are paid. Each unpaid Assessment shall constitute a lien on each respective Unit prior and superior to all other liens

except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any institutional first mortgage of record made in good faith and for value. Such lien, when delinquent, may be enforced by sale by the Association, its attorney or other person authorized by this Declaration or by law to make the sale of said Owner's Unit, after failure of the Owner to pay such Assessment, in accordance with the provisions of Utah law applicable to the exercise of powers of sale in deeds of trust, or by judicial foreclosure as a mortgage, or in any other manner permitted by law. The Association, acting on behalf of the Unit Owners, shall have the power to bid for the Unit at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. The foreclosing party shall have the right to reduce or eliminate any redemption rights of the defaulting Owner as allowed by law. Suit to recover a money judgment for unpaid Assessments, rent and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties including actual attorney's fees and costs, and may temporarily suspend the Association membership rights of a Unit Owner who is in default in payment of any Assessment, after notice and hearing according to the Bylaws.

Section 6.10 Taxes Assessed Against Association Common Areas or Personal Property.

Pursuant to and consistent with Section 3.1 hereinabove, taxes assessed against the Common Area, or the personal property of the Association, shall be paid by the Owners through assessments from and collection by the Association rather than directly from the Owners.

Section 6.11 Reserve Funding. Before the first conveyance of a Lot or Dwelling to an independent purchaser, Declarant shall establish and fund the Association's initial reserves in the amounts required by the recorded Development Agreement and its City-approved reserve study or engineer's estimate. Declarant shall provide evidence of the deposits to the Association and Riverdale City. Initial funding shall be a Declarant obligation and shall not depend on collecting contributions from future purchasers.

The Association shall maintain reserve funds separately from operating funds, with separate accounts or accounting allocations for private streets, private water, sanitary sewer, storm drainage, and other components for which it has replacement responsibility, including building components assigned to it under this Declaration. Reserve analyses shall identify the components, anticipated useful lives, replacement costs, existing balances, and recommended contributions. The Board shall review reserve adequacy annually and obtain an updated analysis at least every three years, or more frequently when required by applicable law or the Development Agreement.

Annual budgets shall provide for reserve contributions consistent with the approved funding requirements and Utah Code Ann. § 57-8a-211. Statutory owner voting and budget rights are preserved. An Association vote shall not independently amend the Development Agreement or release an obligation owed to Riverdale City. If a lawful budget action results in funding below an applicable City-approved requirement, the Association shall promptly pursue a lawful revised funding plan and obtain any necessary City approval.

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Reserve expenditures shall comply with Utah law and the purposes for which the funds were established. Completion assurance and warranty security furnished by Declarant shall not substitute for Association reserves.

Section 6.10 —

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Article VII.

EASEMENTS AND UTILITIES: COMMON WALLS

Section 7.01 Access, Use and Maintenance Easements. Declarant expressly reserves for the benefit of the Owners, reciprocal, non- exclusive easements for access, ingress and egress over all of the Common Area and for the use and enjoyment of all recreational facilities thereon, including any private streets or driveways in the Common Areas currently existing in the Property, or subsequently added to it, which easements shall be deemed granted by Declarant to the Owners and to the Association for so long as Declarant owns any interest in the Property. Subject to the provisions of this Declaration governing use and enjoyment thereof, the easements may be used by Declarant, its successors, purchasers and all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for walkways, vehicular access and such other purposes reasonably necessary for use and enjoyment of a Unit in the Project. Declarant also expressly reserves for the benefit of the Board of Directors and all agents, officers and employees of the Association, nonexclusive easements over the Common Area (including the Limited Common Area) and all Lots and Dwellings as necessary to maintain and repair the Common Area, and to perform all other tasks in accordance with the provisions of this Declaration. Such easements over the Common Area shall be appurtenant to, binding upon and shall pass with the title to, every Unit conveyed.

Section 7.02 Encroachments and Utility Easements. Each Unit within the Property is hereby declared to have an easement over all adjoining Units and the Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction or shifting of any building, or any other cause. There shall be valid easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Unit agree that minor encroachments over adjoining Units or Common Area shall be permitted and that there shall be a valid easement for the maintenance of said encroachments so long as they shall exist.

Declarant also expressly reserves for the benefit of itself and its successors-in-interest and assigns, including the Association, easements over and under the entire Property (together with the right to grant and transfer the same) for the installation, repair, and maintenance of sanitary sewer, water, electric, gas, telephone, cable television, and other utility lines and services, as may be deemed appropriate to service the Project.

Section 7.03 Owners' Rights and Duties With Respect to Utilities. The rights and duties of the Owners of Units within the Project with respect to utilities shall be as follows:

- (a) Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections, heating or air conditioning conduits, ducts, flues or other utility or service connections are located or installed within the Project, which connections, or any portion thereof, lie in or upon or beneath Lots or Dwellings owned by other than the Owner of a Dwelling served by said connections, the Owners of any Dwellings served by said connections shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Dwelling or to have the Association or utility companies enter upon the Dwellings in or upon or below which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when necessary.
- (b) Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections, heating or air conditioning conduits, ducts, flues or other utility or service connections are located or installed within the Project, which connections serve more than one Dwelling, the Owner of each Dwelling served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his Dwelling.
- (c) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board, which shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

Section 7.04 Owner's Rights and Duties With Respect to Common Walls.

- (a) General Rules of Law to Apply. The Owner of any Dwelling which shares a common wall with another Dwelling shall be deemed to own the one-half (1/2) of the wall nearest his Dwelling, and shall have an exclusive and perpetual easement over the remainder of the Common Wall for support and maintenance. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

- (b) ~~Sharing of Repair and Maintenance. Maintenance Responsibility. The Association shall coordinate maintenance, repair, and replacement of shared structural and fire-separation walls as part of its structural-maintenance responsibility under Section 5.01. Ordinary costs shall be Common Expenses. Costs attributable to an Owner's negligence, misconduct, or unauthorized alteration may be charged to that Owner following applicable notice and review procedures. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to~~

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such use.

- (c) ~~Destruction by Fire or other Casualty. Casualty Restoration. Restoration of a damaged party wall shall be coordinated with the Association's insurance and casualty-restoration procedures. No Owner may independently alter a shared structural or fire-separation wall without required Association approval, permits, and compliance with applicable codes. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the Owners thereafter make use of the wall, they shall contribute to the costs of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions.~~
- (d) Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole costs of furnishing the necessary protection against such elements.
- (e) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Lot and shall pass to such Owner's successors in title.
- (f) Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

(f)

Section 7.05 Municipal and Emergency Access. Declarant grants, to the extent of Declarant's ownership and authority, perpetual nonexclusive easements over the private streets and designated utility corridors to Riverdale City, authorized utility providers, and emergency-service agencies for access, inspection, service, repair, and emergency response. Specific easement locations and dimensions shall be established by the recorded Plat or separate recorded instruments consistent with approved plans. The Association and Owners shall keep required access unobstructed and shall not relocate facilities, obstruct easements, or install gates inconsistent with City approvals. These easements shall survive Declarant's conveyance of the Property. Their exercise shall not impose ownership or continuing maintenance responsibility on the City or another public agency.

Article VIII.

RESIDENCE AND USE RESTRICTIONS

Section 8.01 In addition to all of the covenants contained herein, the use of the Property and each Unit therein is subject to the following:

- (a) Use of Individual Dwellings. No Dwelling shall be occupied and used except for single-family residential purposes by the Owners, their tenants, and social guests, and no trade or business shall be conducted therein. If a Unit is rented to a tenant, all the rules herein

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will apply to the tenant. If the tenant shows a continual lack of compliance to the rules herein, Owner agrees to evict tenants after two (2) notices have been given. Owner agrees to put language in its leases with tenants consistent with the language of this Section and will notify tenants of this provision. No such lease shall be for a term of less than six (6) months.

- (b) Nuisances. No noxious, illegal, or offensive activities shall be carried on in any Dwelling, or in any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners of his respective Dwelling, or which shall in any way increase the rate of insurance for the Project, or cause any insurance policy to be canceled or to cause a refusal to renew the same, or which will impair the structural integrity of any building.
- (c) Signs. No Signs advertising Units for sale or rent may be displayed on the Property or on any portion of the Property, unless first approved by the Board, and unless such signs comply with any and all local ordinances. Notwithstanding the preceding sentence, until all Units in all phases of the Project have been sold, the Declarant shall have the right to advertise Units for sale, provided Declarant complies with the requirements of ~~Magna~~ townshipRiverdale City with respect to such advertising.
- (d) Animals. No animals or birds of any kind shall be raised, bred, or kept in any Dwelling, or on any portion of the Property; except that no more than two (2) usual and ordinary household pets such as dogs, cats, or birds, may be kept, provided that they are not kept, bred or maintained for any commercial purposes and they are kept under reasonable control at all times. Any such dog shall be kept on a leash at all times when the dog is in the Common Area. Owners shall prevent their pets from soiling any portions of the Common Area and in the event a pet does soil a portion of the Common Area, the Owner or person in control of such pet shall immediately clean up after the pet. The Board may enact reasonable rules respecting the keeping of animals within the Project, including noise restrictions, and may designate certain areas in which animals may not be taken or kept, or they may require that specific animals not be allowed on any part of the Property. No pet allowed hereunder shall be larger than ten (10) pounds in weight. It is intended that all permitted pets shall be small household pets, to be kept indoors and not left outdoors overnight and such shall, at no time, become a nuisance to the other Owners within the Project.
- (e) Garbage and Refuse Disposal. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All garbage or trash receptacles, including recyclable containers, shall be stored in the garage except on trash collection days. Trash, garbage and other waste shall not be kept except in sanitary containers and shall be kept in the garage. No equipment, garbage cans, or storage piles may be kept outside of any Dwelling.

- (f) Radio and Television Antennas. No alteration to or modification of a central radio or television antenna system or cable television system, whichever is applicable, shall be permitted, and no Owner may be permitted to construct, use, or operate his own external radio, television antenna, or other electronic antennae without the consent of the Board. No Citizens Band or other transmission shall be permitted on the Property.
- (g) Clothes Line. No exterior clothes lines shall be erected or maintained and (there shall be no outside laundering or drying of clothes.
- (h) Power Equipment and Car Maintenance. No power equipment or car maintenance of any nature shall be permitted on the Property. Provided however, car washing or polishing may be done, but only in the Limited Common Area appurtenant to that Unit.
- (i) Recreational Vehicles. No boats, trailers, recreational vehicles, ~~oversized vehicles~~ ~~trucks~~ or commercial vehicles belonging to Owners or other residents of the Property shall be parked or stored in or upon any of the Common Areas or Limited Common Areas. Any boats, trailers, recreational vehicles, trucks or commercial vehicles belonging to Owners or other residents of the Property must fit within and be stored and kept within the Owner's garage.
- (j) Parking Restriction. ~~Parking shall occur only in spaces designated on the City approved Site Plan. Required garage spaces shall remain available for vehicle parking. Common guest spaces shall not be assigned exclusively to individual Units. No parking is permitted in fire lanes, access aisles, sidewalks, landscaped areas, or garage-front areas not approved as parking spaces. Temporary parking is subject to the same restrictions. The Association shall maintain parking markings and signs and enforce these requirements. Public-street parking remains governed by applicable City traffic regulations. No permanent parking shall be allowed in front of the garages of the Units. Only temporary guest parking shall be allowed in front of the garages of the Units. Said parking regulation shall be strictly enforced.~~
- (k) Window Covers. Curtains; and drapes (with a white lining), shutters, or blinds of a neutral color may be installed as window covers, subject to the Board's absolute discretion. No window shall be covered with aluminum foil or similar material. No window tinting or mullions shall be allowed without the prior written approval of the Board.
- (l) Sculptures/Flags. No outdoor sculptures and/or flags shall be permitted except by written approval of the Board. Nothing stated herein shall be deemed to be a prohibition on display of the flag of the United States of America in accordance with U.C.A. §57-27-102 and United States Code Title 4 Chapter 1.
- (m) Fences. ~~Fences shall conform to the approved fencing plan. No Owner may install or modify fencing without Association approval and any required City approval. Fences~~

~~shall not encroach upon easements, obstruct access or visibility, or reduce approved open space. Ownership and maintenance responsibility shall follow the approved plans and maintenance schedule. The original fencing established and installed by Declarant as part of the original Project design shall be preserved and maintained by the Owners and by the Association, as the case may be according to the location of such fencing. Thereafter, all new and/or additional fencing can only enclose the rear portion of the private ownership as denoted on the plat. This area ends at 10' behind the actual rear portion of the town home (not the patio area). If fenced a gate must be furnished to allow maintenance of the landscaping.~~

- (n) No Patio/Deck Storage. No observable outdoor storage of any kind shall be permitted on patios, front yards, porches etc, except for Patio furniture and portable barbecue grills in good condition, which may be maintained on backyard patios.

Section 8.02 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants contained in this Article 8 or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, and the Unit Owner shall assume all risks of the validity and enforceability thereof. ~~and, by acquiring the Unit agrees to hold Declarant harmless therefrom.~~

Article IX. INSURANCE

Section 9.01 Duty to Obtain Insurance: Types. The Board shall cause to be obtained and maintained adequate blanket public liability insurance (including medical payments), with such limits as may be considered desirable by the Board, but not less than One Million Dollars (\$1,000,000.00) in combined single limit coverage (taking into consideration the requirements of mortgagees), insuring against liability for bodily injury, death and property damage arising from the activities of the Association and its Members, with respect to the Common Area and any other property under its jurisdiction. The Board shall also cause to be obtained and maintained fire and casualty insurance with extended coverage, without deduction for depreciation, in an amount as near as possible to the full replacement value of the Common Area and all Dwellings and, if economically feasible, those portions of the Dwellings consisting of all fixtures, installations, or additions comprising a part of the Dwellings and all built-in or set-in appliances, cabinets and initial basic floor coverings, as initially installed or replacements thereof in accordance with the original plans and specifications for the Project, or as installed by or at the expense of the Owners. Such insurance shall be maintained for the benefit of the Association, the Owners, and the mortgagees, as their interests may appear as named insured; subject, however, to loss payment requirements as set forth herein. The Board of Directors shall purchase such other insurance as necessary, including, but not limited to, errors and omissions, directors', officers' and agents' liability insurance, plate glass insurance, medical payments, malicious mischief, liquor liability and vandalism insurance, fidelity bonds and worker's compensation, and such other risks as shall be deemed desirable for the Project.

Section 9.02 Waiver of Claim Against Association. As to all policies of insurance maintained by or for the benefit of the Association and the Owners, the Association and the Owners hereby waive and release all claims against one another, the Board of Directors and Declarant, to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by the negligence of or breach of any agreement by any of said persons.

Section 9.03 Right and Duty of Owners to Insure. It is the responsibility of each Owner to provide insurance on his personal property and upon all other property and improvements within his Dwelling. Nothing hereby shall preclude any Owner from carrying any public liability insurance as he deems desirable to cover his individual liability for damage to persons or property occurring inside the Owner's Dwelling or elsewhere upon the Property. Such policies shall not adversely affect or diminish any liability under any insurance obtained by or on behalf of the Association, and duplicate copies of such other policies shall be deposited with the Board upon request. If any loss intended to be covered by insurance carried by or on behalf of the Association shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Owner, such Owner shall assign the proceeds of such insurance carried by him to the Association to the extent of such reduction, for application by the Board to the same purposes as the reduced proceeds are to be applied. ~~Each Owner shall maintain coverage appropriate to the Project's ownership and master-insurance structure for personal property, personal liability, loss of use, improvements not insured by the Association, and lawful deductible or loss-assessment exposure. The Board shall obtain written insurance advice identifying master-policy coverage, Owner coverage, exclusions, deductibles, and claim responsibility and shall provide that information to Owners annually and upon material changes. Insurance priority and allocation of deductibles shall comply with applicable Utah law and policy terms; this Declaration shall not make an Owner's policy primary where law requires Association coverage to be primary. No deductible shall be charged to an Owner beyond the amount and circumstances permitted by law. Each Owner shall also carry insurance of not less than \$10,000 of dwelling coverage A under their HO6 or similar type policy. In the event of a Property claim that arises from within a Unit, the Owner is responsible for the Association's deductible, or up to \$10,000 if covered by the Owner's insurance. Such Owner's individual HO6 or similar type policy is primary, and the Association's insurance is secondary.~~

Section 9.04 Notice of Expiration Requirements. If available, all of the policies of insurance maintained by the Association shall contain a provision that said policy or policies shall not be canceled, terminated or expired by their terms, without twenty (20) days prior written notice to the Board, Declarant, Owners and their respective first mortgagees: (provided that Declarant, such Owners or mortgagees have filed written requests with the carrier for such notice) and every other person in interest who requests such notice of the insurer.

Section 9.05 Insurance Premiums. Insurance premiums for any blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Board of Directors shall be a Common Expense to be included in the Regular Assessments levied by the Association and collected from the Owners.

Section 9.06 Trustee for Policies. The Association, acting through its Board of Directors, is hereby appointed and shall be deemed trustee of the interests of all named insured under policies of insurance purchased and maintained by the Association. All insurance proceeds under any such policies as provided for in Section 9.1 above shall be paid to the Board of Directors of the Association. The Board shall have full power to receive and to receipt of the proceeds with same to be used by the Association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as provided in Article 10 of this Declaration. The Board is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers, with participation, to the extent they desire of first mortgagees who have filed written requests within ten (10) days of receipt of notice of any damage or destruction as provided in this Declaration.

Section 9.07 Actions as Directors. Except as otherwise specifically provided in this Declaration, the Board, acting on behalf of the Association and all Owners shall have the exclusive right to bind such parties in respect to all matters affecting insurance earned by the Association, the settlement of a loss claim, and the surrender, cancellation, and modification of all such insurance.

Section 9.08 Required Waivers. All policies of physical damage insurance shall provide, if reasonably possible, for waiver of the following rights, to the extent that the respective insurers would have the rights without such waivers:

- (a) Subrogation of claims against the Owners and tenants of the Owners;
- (b) Any defense based upon co-insurance;
- (c) Any right of set-off, counterclaim apportionment, proration or contribution by reason of other insurance not carried by the Association;
- (d) Any invalidity, other adverse effect or defense on account of any breach of warranty or condition caused by the Association, any Owner or any tenant of any Owner, or arising from any act, neglect, or omission of any named insured or the respective agents, contractors and employees of any insured, and
- (e) Any right of the insurer to repair, rebuild or replace, and, if the improvement is not repaired, rebuilt or replaced following loss, any right to pay under the insurance an amount less than the replacement value of the improvements insured.

Article X.

DESTRUCTION OF IMPROVEMENTS

Section 10.01 Damage to Common Area. Except as otherwise provided in this Declaration, in the event of any destruction of any portion of the Common Area, the repair or

replacement of which is the responsibility of the Association, it shall be the duty of the Association to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to Article 9 hereof for reconstruction or repair of the Property shall be used for such purpose, unless otherwise provided herein. The board shall be authorized to have prepared the necessary documents to effect such reconstruction as promptly as practical. The Property shall be reconstructed or rebuilt substantially in accordance with the original construction plans. If the amount available from the proceeds of such insurance policies for such restoration and repair is inadequate to complete the restoration and repair, the Board shall levy all Extraordinary Assessment for the deficiency and proceed with such restoration and repair.

Section 10.02 Damage to Dwellings. Except as otherwise provided in this Declaration, in the event of any destruction of any Dwelling or Dwellings, it shall be the duty of the Owners) of the Dwelling or Dwellings to restore and repair the same to its/their former condition, as promptly as practical, under the supervision of the Board. The proceeds of any insurance maintained pursuant to Article 9 hereof for reconstruction or repair of the Property shall be made available for such purpose, unless otherwise provided herein. The Dwelling or Dwellings shall be reconstructed or rebuilt substantially in accordance with the original construction plans. If the amount available from the proceeds of such insurance policies for such restoration and repair is less than the estimated cost of restoration and repair, the Owners) of the Dwelling or Dwellings shall be responsible for the deficiency, and the Board shall have the power to levy a Special Assessment to secure payment of the deficiency. In the event more than one Dwelling is damaged or destroyed, the available insurance proceeds shall be allocated according to the estimated costs of repair and restoration of each Dwelling.

Section 10.03 Alternate Plans for Restoration and Repair. Notwithstanding the provisions of Section 10.1 and 10.2, the Association shall have the right, by a vote of seventy-five percent (75 %) of the voting power of the Association, to make alternate arrangements respecting the repair, restoration or demolition of the damaged portion of the Property. The alternate plan may provide for special allocation of insurance proceeds, modification of design, or special allocation of any necessary Assessments. Any plan adopted pursuant to this subparagraph shall be adopted within sixty (60) days of the damage or destruction and shall be supported by the vote of any Owner whose Dwelling has been physically damaged, to the extent the proposed plan affects the reconstruction of such Dwelling.

Section 10.04 Appraisal of Damages. In the event the parties affected by damage or destruction to the Property cannot agree, within twenty (20) days of the date of the damage, on the estimated cost of repair or the allocations referred to in this Article 10, the Association shall appoint three (3) independent appraisers having at least five (5) years full-time appraisal experience in Weber County, Utah, to appraise the damage and establish allocations among various damaged portions of the Property. Within forty-five (45) days after the selection of the appraisers, a majority of the appraisers shall set the estimated cost of repairs and allocations. If a majority of the appraisers are unable to agree within the stipulated period of time, the average of the three (3) appraisals shall be utilized. If, however, the low appraisal and/or the high appraisal

are/is more than fifteen percent (15%) lower and/or higher than the middle appraisal, the low appraisal and/or the high appraisal shall be disregarded. If only one appraisal is disregarded, the average of the two remaining appraisals shall be utilized. If both the low appraisal and the high appraisal are disregarded, the middle appraisal shall be utilized. The cost of the appraisals required by this subparagraph shall be paid by the Association and reimbursed by the Owners through an Extraordinary Assessment.

Section 10.05 Interior Damage. With the exception of any casualty or damage insured against by the Association pursuant to Article 9 of this Declaration, restoration and repair of any other damage to the interior of any individual Dwelling, including without limitation all fixtures, cabinets and improvements therein, together with restoration and repair of all interior paint, wall coverings and floor coverings, shall be made by and at the individual expense of the Owner of the Dwelling so damaged. In the event of a determination to rebuild the Property after partial or total destruction as provided in this Article 10, such interior repair and restoration shall be completed as promptly as practical and in a lawful and workmanlike manner, in accordance with plans approved by the Board.

Article XI.

DECLARANT'S RIGHTS AND RESERVATIONS

Section 11.01 Declarant is undertaking the work of construction of the Project and the creation of the Planned Unit Development on the Property. The completion of that work and the sale or other disposition of the Units is essential to the establishment and welfare of the Property as a residential community. In order that said work may be completed and said Property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

- (a) Prevent Declarant, its contractors, or subcontractors from doing on the Property, whatever is reasonably necessary or advisable in connection with the completion of the work; or
- (b) Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Property, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Property as a residential community and disposing of the same in parcels by sale or other disposition; or
- (c) Prevent Declarant from maintaining such sign or signs on any of the Property as may be necessary for the sale or disposition thereof; or
- (d) Prevent Declarant, its successors in interest and assigns, from entering into an exclusive long term contract on behalf of the Association, with a company to provide to each Owner cable television service, the cost of the same to be considered a common area expense; or

- (e) Prevent Declarant, its successors in interest, and assigns, from selling to a third party the rights to build upon the real property which subsequent Phases of the Project may be built. Declarant, its successors in interest and assigns, shall however, be obligated, if an election is made to develop subsequent Phases of the Project, to develop the Phases consistent with the requirements of this Declaration. So long as Declarant, owns one or more of the Units established and described in this Declaration and except as otherwise specifically provided herein, Declarant, its successors and assigns, shall be subject to the provisions of this Declaration.
- (f) ~~In the event Declarant shall convey~~ Assignment or transfer of Declarant rights shall be documented by a recorded instrument identifying the rights transferred and the obligations assumed. The transfer shall comply with applicable City approval and Development Agreement requirements. Assignment shall not automatically release the original Declarant from accrued obligations, unpaid assessments, required reserve funding, construction deficiencies, or liabilities arising before the transfer. Any City release shall require express written approval through the applicable procedures. y all of its right, title and interest in and to the Property to any partnership, individual or individuals, corporation or corporations, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation or liability hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

Section 11.02 Disclaimer Of Fiduciary Duties: Except to the extent of the limited fiduciary duties imposed upon Declarant in *Davencourt At Pilgrims Landing Homeowners Association v. Davencourt at Pilgrims Landing, LC*, 2009 UT 65 (Utah 2009), to the maximum extent permitted by law, Declarant, and its managers, members, officers and agent hereby disclaim any and all fiduciary duties, duties or obligations to the Association, the Owners, or any other Person of any kind or nature.

Section 11.03 Indemnity. If Declarant or any Director, officer, manager, member or agent of Declarant is a made a party, or is threatened to be made party to or is involved as a defendant in any action, suit or proceeding, by reason of the fact that such Person is or was a manager or member of the Declarant, or is or was serving at the request of the Declarant as a Director, officer or representative of the Association or Declarant, shall be indemnified and held harmless to the fullest extent legally permissible under the laws of the State of Utah as in effect from time to time, against all expenses, liability and loss (including, without limitation, attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by such Person in connection therewith. Such right of indemnification shall be a contract right that may be enforced in any manner desired by such Person. Such right of indemnification shall not be exclusive of any other right that such managers, Directors members or representatives may have or hereafter acquire, and without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any other

agreement, vote of members, provision of law or otherwise, as well as their rights under this Section.

Section 11.04 Expenses Advanced. Expenses incurred by any Person in defending any action, suit or proceeding by reason of any act or omission of Declarant, managers or members acting as a director manager or member shall be paid by the Association as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt or any undertaking by or on behalf of the Person to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the Association.

Section 11.05 Insurance. Without limiting the application of the foregoing, the Association shall cause the Association to purchase and maintain insurance or make other financial arrangements on behalf of any Person who is or was a Declarant, a manager or member of the Declarant or a member of the Board of the Association against any liability asserted against such Person and incurred in any capacity or arising out of such status, to the fullest extent permitted by the laws of the State of Utah, whether or not the Association would have the power to indemnify such person. The indemnification and advancement of expenses provided in this Article shall continue for a person who has ceased to be a director, member, manager, employee or agent, and inures to the benefit of the heirs, executors and administrators of such a person.

Article XII. RIGHTS OF MORTGAGEES

Section 12.01 In order to induce various lenders and lending agencies to participate in the financing of Units within the Project, this Article 12 is included in this Declaration. To the extent these added provisions, pertaining to the rights of such lenders and lending agencies conflict with any other provisions of this Declaration or any other of the Project Documents, these added restrictions shall control. For purposes of this Article 12, the terms "**Eligible I Holder**" and "**Eligible Insurer Guarantor**" refer to an Institutional First Mortgage Holder, Insurer or Guarantor of any Institutional First Mortgage on a Unit, who has provided a written request to the Association, to be notified of any proposed amendment or action described in Section 12.06 or Section 12.07 below.

Section 12.02 Notwithstanding any other provision of the Project Documents, no amendment or violation of the Project Documents shall operate to defeat or render invalid the rights of any Institutional First Mortgagee of a Unit made in good faith and for value, provided that after the foreclosure of any such mortgage, such Unit shall remain subject to the Project Documents.

Section 12.03 Each Institutional First Mortgagee of a mortgage encumbering any Unit, which obtains title to such Unit pursuant to judicial foreclosure or the powers provided in such mortgage, shall take title to such Unit free and clear of any claims for unpaid Assessments or charges against such Unit which accrued after the time such mortgagee recorded its mortgage,

and prior to the time such mortgagee acquires title to such Unit.

Section 12.04 Institutional First Mortgagees, upon written request, shall have the right to (1) examine the books and records of the Association during normal business hours; (2) require from the Association the submission of annual audited financial reports and other financial data; (3) receive written notice of all meetings of the Owners; and (4) designate, in writing, a representative to attend all such meetings.

Section 12.05 Each Owner hereby authorizes the Institutional First Mortgagee of a first mortgage on his Unit to furnish information to the Board concerning the status of the first mortgage and the loan which it secures.

Section 12.06 Unit Owners shall have the right to amend the Project Documents according to their terms, subject to the rights of Eligible Holders to participate in the amendment process as provided in this Section. Amendments of a material nature shall be agreed to by (i) the Declarant (so long as there are two classes of voting power); and (ii) Unit Owners representing at least sixty-seven percent (67%) of the total votes in the Association (excluding votes residing in Declarant, so long as two classes of voting power exist). Additionally, approval must be obtained from Eligible Holders representing at least fifty-one percent (51 %) of the votes of Limits that are subject to mortgages held by Eligible Holders. A change to any of the following would be considered as material:

- (a) Voting rights;
- (b) Assessments, assessment liens, or subordination of assessment liens;
- (c) Reserves for maintenance, repair and replacement of Common Area;
- (d) Responsibility for maintenance and repairs;
- (e) Reallocation of interests in the Common Area, or rights to its use;
- (f) Boundaries of any Unit;
- (g) Convertibility of Units into Common Area or vice-versa;
- (h) Expansion or contraction of the Project, or the addition, annexation or withdrawal of property to or from the Project;
- (i) Insurance or fidelity bonds,
- (j) A decision by the Association to establish self management when professional management had been previously required by an Eligible Holder;

- (k) Restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than that specified in the Project Documents;
- (l) Any action to terminate the legal status of the Project after substantial destruction or condemnation (when Unit Owners are considering termination of the legal status of the Project for reasons other than substantial destruction or condemnation, approval must be obtained from Eligible Holders representing at least sixty-seven percent (67%) of the votes of Units that are subject to mortgages held by Eligible Holders); or
- (m) Any provision that expressly benefit mortgage holders, insurers or guarantors.

If the Association determines that an addition or amendment to the Project Documents is not a material change, the approval of Eligible Holders shall be implied by the failure of an Eligible Holder to submit a response to a written proposal for an amendment within thirty (30) days after the proposal is made.

Section 12.07 Each Eligible Holder and each Eligible Insurer or Guarantor is entitled to timely written notice of the following:

- (a) Any condemnation or casualty loss that affects either a material portion of the Project or the Unit securing its mortgage;
- (b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage;
- (c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) Any proposed action that requires the consent of a specified percentage of Eligible Holders.
- (e) In addition to the foregoing, the Board shall have the power and authority, without the vote of the Association, to enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of any generally recognized Institutional lending institution so as to allow for the purchase, guaranty or insurance, as the case may be, by such entities of first mortgages encumbering Units. Each Owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential mortgage borrowers and potential sellers of their residential Units, if such agencies or lending institutions approve the Property as a qualifying Project under their respective policies, rules and regulations, as adopted from time to time.

Article XIII.
DURATION AND AMENDMENT

Section 13.01 Duration. This Declaration shall continue in full force for a term of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Termination is recorded, meeting the requirements of an amendment to this Declaration as set Forth in Section 13.2. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any Unit from the concomitant membership of the Association, as long as this Declaration shall continue in full force and effect. Expiration or termination of this Declaration shall not independently terminate permanent easements or obligations established by separate recorded City agreements or approvals.

Section 13.02 Amendment. Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered. A resolution adopting a proposed amendment may be proposed by all Owners at a meeting of the Members of the Association. The resolution shall be adopted by the vote, in person or by proxy, or written consent of Members of the Association representing not less than sixty-seven percent (67 %) of the total voting power of the Association (both classes combined). Notwithstanding the foregoing, the following special voting provisions shall apply:

- (a) Amendments of a material nature shall be enacted in compliance with the provisions of Article 12 of this Declaration;
- (b) The specified percentage of the voting power necessary to amend a specified provision of this Declaration shall be not less than the percentage of affirmative votes prescribed for action to be taken under that provision;
- (c) A certificate, signed and sworn to by two (2) officers of the Association, that the record Owners of the required number of Units have either voted for or consented in writing to any amendment adopted as provided above, when recorded, shall be conclusive evidence of that fact.

The Association shall maintain in its files the record of all such votes of written consents for a period of at least four (4) years. Such a certificate reflecting any amendment which requires the written consent of any of the record holders of Institutional First Mortgages shall be signed and sworn to by such first mortgagees.

Section 13.03 Approval Obligations. No amendment, termination, rule, or other Association action shall independently release or modify an obligation established by the recorded Development Agreement, approved Plat, municipal easements, or other binding City approval. Proposed changes affecting required open space, amenities, private streets, infrastructure, maintenance, reserves, or access shall obtain any corresponding City approval required by law and the applicable recorded instruments. Ordinary internal governance changes do not require City approval unless they affect such an obligation. Statutory Owner voting and amendment rights are preserved. Dissolution shall not discharge outstanding obligations, and any

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successor maintenance arrangement shall obtain required approvals before becoming effective.

Article XIV.

GENERAL PROVISIONS

Section 14.01 Enforcement. The Board or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration, and in such action shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court. Any such action by the Board shall be taken on behalf of three (3) or more Unit Owners, as their respective interests may appear, with respect to any cause or action relating to the Common Area or more than one Unit. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

Section 14.02 Invalidity of Any Provision. Should any provision of this Declaration be declared invalid or in conflict with any law of the jurisdiction where the Project is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

~~Section 14.03 Conflict of Project documents. Governing Documents and Municipal Approvals. Conflicts among Association governing documents shall be resolved under Utah Code Ann. § 57-8a-228 and other applicable law. The recorded Plat and this Declaration shall have the status assigned by that statute; this Declaration shall not automatically supersede the Plat. Mortgagee-protection provisions remain subject to applicable law and shall not override municipal easements, the recorded Development Agreement, or enforceable City approval conditions. Association approval does not substitute for a required City permit or approval. If there is any conflict among or between the Project Documents, the provisions of this Declaration shall prevail; thereafter, priority shall be given to Project Documents in the following order: Plat Map; Articles; Bylaws; and rules and regulations of the Association. Notwithstanding the foregoing, any provision in any of the Project Documents which is for the protection of Institutional First Mortgagees shall have priority over any inconsistent provision in that document or in any other Project Document.~~

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~~Section 14.03~~Section 14.04 Riverdale City Enforcement. Riverdale City is an intended third-party beneficiary of provisions implementing its approved maintenance, reserve, infrastructure, access, open-space, and amenity requirements and may enforce those provisions through lawful remedies without becoming an Association member. Corrective entry and cost recovery shall follow applicable law, recorded easements, and binding agreements, including required notice except where lawful emergency action is necessary. This Declaration does not independently create a municipal lien or foreclosure power or require the City to perform Association maintenance.

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The undersigned, being the Declarant herein, has executed this Declaration on the _____ day of _____, 2026.

DECLARANT:

_____, LLC

By: _____

Its: _____

STATE OF UTAH)

: ss.

COUNTY OF _____)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared _____ to me known to be a Manager of _____, LLC, a Utah limited liability company, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument by authority of its operating agreement.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Public

Exhibit “A”
Legal Description

[illegible]

Exhibit "C"

Address	Lot # On Plat	Lot Square Footage	Undivided Interest in Common Area	Assessment Percentage	Votes
	1	745	3.85%	3.85%	1
	2	693	3.85%	3.85%	1
	3	693	3.85%	3.85%	1
	4	745	3.85%	3.85%	1
	5	745	3.85%	3.85%	1
	6	693	3.85%	3.85%	1
	7	693	3.85%	3.85%	1
	8	745	3.85%	3.85%	1
	9	895	3.85%	3.85%	1
	10	833	3.85%	3.85%	1
	11	833	3.85%	3.85%	1
	12	895	3.85%	3.85%	1
	13	895	3.85%	3.85%	1
	14	833	3.85%	3.85%	1
	15	833	3.85%	3.85%	1
	16	833	3.85%	3.85%	1
	17	895	3.85%	3.85%	1
	18	745	3.85%	3.85%	1
	19	693	3.85%	3.85%	1
	20	693	3.85%	3.85%	1
	21	693	3.85%	3.85%	1
	22	745	3.85%	3.85%	1
	23	745	3.85%	3.85%	1
	24	693	3.85%	3.85%	1
	25	693	3.85%	3.85%	1
	26	745	3.85%	3.85%	1
TOTAL			100.00%	100.00%	26 16



Body: Planning Commission
Topic: **PUBLIC HEARING; request for approval of a General Plan Amendment to modify the Future Land Use Map from Detached Residential to Commercial – 1500 W Ritter Dr**

Department: Community Development
Director: Brandon Cooper
Staff/Presenter: Brandon Cooper
Contact: bcooper@riverdaleutah.gov

ITEM TYPE

- ☒ Action Item
- ☒ Public Hearing
- ☐ Discussion Item
- ☐ Information Item
- ☐ Other _____

Applicant: Rex Schwab, New City Mechanical
Project Location: approx. 1500 W Ritter Drive (parcel no. **085050004**)
Future Map Designation: Detached Residential
Proposed Map Designation: Commercial for .90 of the parcel
Acreage: approximately 1.33 acres

REQUESTED ACTION

The Community Development Department is transmitting a request for an amendment to the Riverdale City General Plan for Planning Commission review, public hearing, and recommendation to the City Council. The proposed amendment is intended to update the Future Land Use Map to allow for a transition of a portion of the lot from A-1 (Agricultural) to CP-3 (Regional Commercial) in the vicinity of 1500 W Ritter Drive, Riverdale, Utah. The currently adopted Future Land Use Map identifies this area generally as "Detached Residential." The proposal is to change .90 acres of the 1.33 acre lot into Commercial and leave the remainder as Detached Residential. The concept proposes a three-lot subdivision with one approximately 0.90-acre commercial lot and two residential lots. The commercial lot would contain a 7,200-square-foot building for New City Mechanical, parking, landscaping, and an equipment storage area. The submittal identifies the proposed business address as 5187 South 1500 West.

EXECUTIVE SUMMARY

The action would establish policy support for consideration of CP-3 zoning on the commercial portion (north end) of the parcel. The General Plan identifies CP-3 among the zones associated with the Commercial designation. The residential portion would remain within the Detached



Residential designation (south side), preserving the proposed residential frontage along Ritter Drive.

The applicant cites surrounding development, access to existing roads and infrastructure, and the opportunity to appropriately arrange commercial and residential uses on the site as justification. The concept places the commercial building toward the north, with residential lots toward Ritter Drive. This arrangement offers an opportunity for a transition between uses, subject to effective buffering and compatible site operations.

REVIEW SCOPE

In reviewing the proposed General Plan amendment, the Planning Commission will consider:

1. **Consistency with Utah Code (LUDMA)**
Whether the amendment complies with Utah Code Title 10, Chapter 20, including requirements that the General Plan provide clear policy guidance for land use decisions and implementation ordinances.
2. **Internal Consistency of the General Plan**
Whether the proposed amendment is consistent with existing General Plan goals, objectives, and policies related to land use, transportation, housing, economic development, public facilities, and community character.
3. **Implementation Support**
Whether the amendment provides appropriate policy support for updated zoning, subdivision, and planned development regulations.
4. **Public Health, Safety, and Welfare**
Whether the amendment promotes the long-term health, safety, and general welfare of the community, including considerations related to transportation, infrastructure capacity, and neighborhood compatibility.
5. **Public Input**
Comments received during the public hearing and written submissions.

FACTORS FOR CONSIDERATION

Other factors for the Planning Commission to consider are:

- Whether commercial use of this portion is appropriate in relation to nearby homes, existing businesses, and the broader land use pattern.
- Whether the proposed boundary provides a clear and practical division between commercial and residential uses.



- Potential effects of access, delivery traffic, outdoor storage, lighting, noise, grading, and drainage on surrounding properties.
- Whether future development can be served by adequate roads, utilities, and emergency access, with public comments considered in the recommendation.

REQUESTED TIMELINE:

Planning Commission Meeting – October 27, 2026

City Council Meeting – November 4, 2026

POTENTIAL ACTIONS:

Following discussion and review, the Planning Commission shall make a **recommendation to the City Council** to:

- Recommend **APPROVAL** of the proposed amendment to the Future Land Use Map;
- Recommend **APPROVAL WITH MODIFICATIONS** of the proposed amendment to the Future Land Use Map; or
- Recommend **DENIAL**, supported by findings fact.

STAFF CONCLUSION

Staff recommends forwarding a favorable recommendation to the City Council for the amendment of the Future Land Use Map of the General Plan for the approximately 0.90-acre commercial portion of parcel **085050004**, based on the following proposed findings:

- The limited amendment would provide policy support for consideration of commercial zoning while retaining the residential designation on the remainder.
- The proposed layout offers an opportunity to coordinate commercial and residential development on an infill parcel.
- Separate zoning, subdivision, and development review will be necessary to address site compatibility and infrastructure requirements.

Attachments

Concept Project Map

Concept Renderings

Project Application/Justification

Public Hearing Notice

Posting of sign

Future Land Use

- Agriculture

Open Space

Commercial

Office Park

Manufacturing

Detached Residential

Attached Residential
- Mobile Home Residential

Civic/Religious

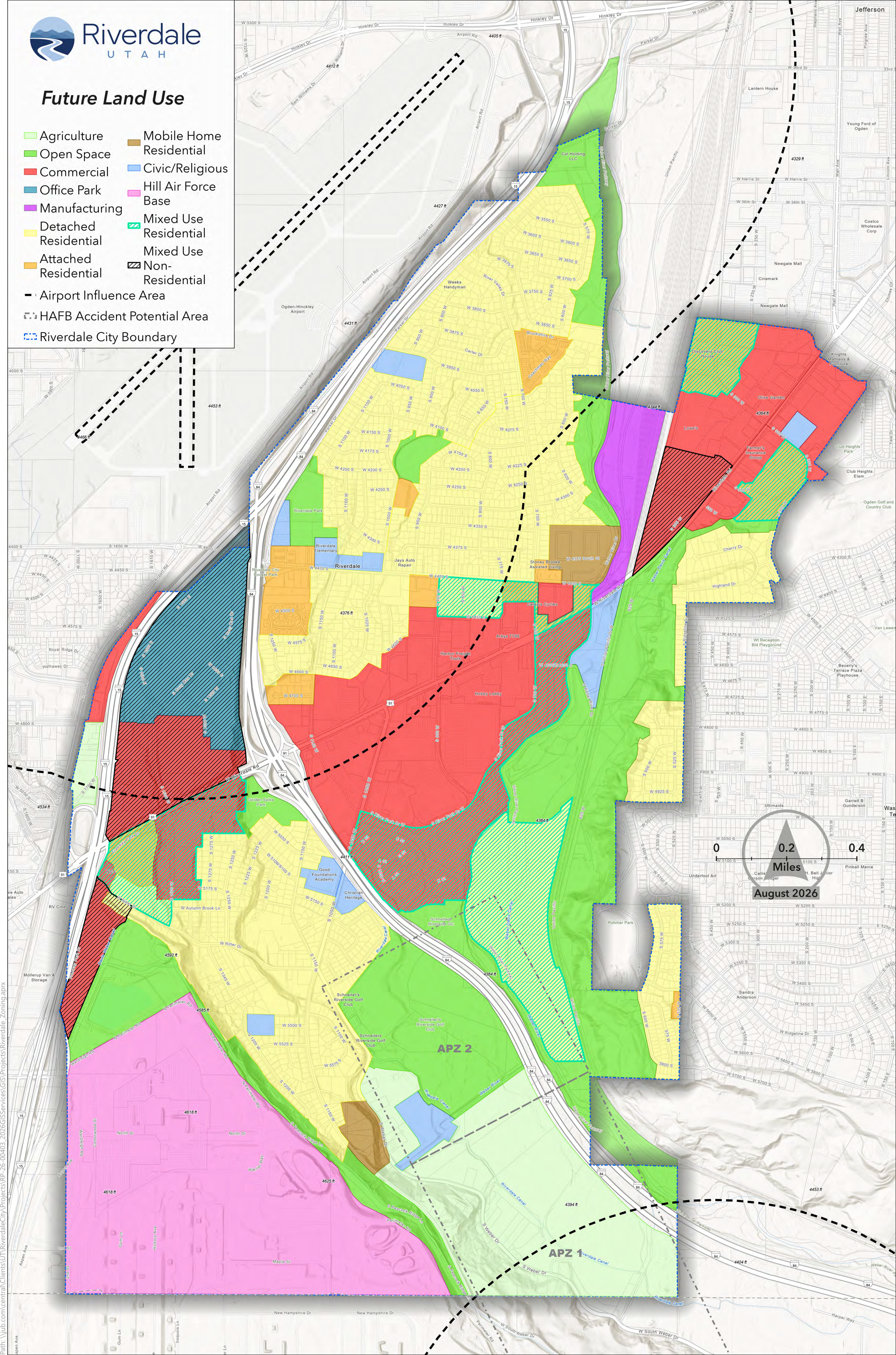
Hill Air Force Base

Mixed Use Residential

Mixed Use Non-Residential
- Airport Influence Area

HAFB Accident Potential Area

Riverdale City Boundary





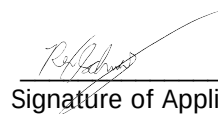
RIVERDALE CITY REZONE REQUEST APPLICATION

DATE SUBMITTED	<u>9/23/2027</u>	FEE SCHEDULE: \$350
APPLICANT NAME	<u>Rex Schwab</u>	PHONE NUMBER: <u>801-643-4747</u>
APPLICANT ADDRESS	<u>4546w 5450s</u> <u>Hooper, UT 84315</u>	
ADDRESS OF SITE	<u>1500 West Ritter Drive, Riverdale</u>	
PROPERTY OWNER	<u>Rex Schwab - Schwab Properties</u>	

PRESENT ZONING	<u>A2</u>
PRESENT USE:	<u>N/A</u>
PROPOSED ZONING	<u>R-1-8 & CP-3</u>
PROPOSED USE:	<u>Mixed Use</u>
PROPERTY ACREAGE:	<u>1.33</u>

Answer the following questions with specifics on a separate sheet. This information will be forwarded to the Planning Commission members for review.

- A. Why should the present zoning be changed?
- B. How is the proposed change in harmony with the City General Plan for this area?
- C. If the proposed change is not in harmony, what conditions and circumstances have taken place in the general area since the General Plan was adopted to warrant such a change?
- D. How is the change in the public interest as well as the applicant's desire?


Signature of Applicant

Rex Schwab


Signature of Property Owner

Rex Schwab

I authorize _____ to act as my representative in all matters relating to this application.



APPLICATION REQUIREMENTS AND PROCEDURE FOR REZONE REQUEST

1. The applicant shall submit to the City Recorder the following:
 - a. Completed REZONE REQUEST APPLICATION formally requesting a rezone and stating the reasons for the request.
 - b. PROPERTY PLAT MAP of the area of the requested rezone. Plats are available at the Weber County Recorder's Office.
 - c. LEGAL DESCRIPTION of the subject property.
 - d. REZONE REQUEST FEE of \$350 as established by resolution of the Riverdale City Council.

2. The Planning Commission, following the public hearing, will consider action to approve or deny the rezone request. The Planning Commission may take up to thirty (30) days following the public hearing to act on the rezone request. The decision of the Planning Commission will be forwarded to the City Council with the Planning Commission recommendation. The City Council will then make the final decision. If the request is approved, an ordinance will be signed and filed. The application / property owner may obtain a copy of the ordinance if desired.

3. If approved, the rezone will become effective upon posting of the ordinance.

Planning Commission scheduled public hearing:

Date: _____ Decision: _____

City Council consideration of application:

Date: _____ Decision: _____

REZONE REQUEST JUSTIFICATION

1500 West Ritter Drive, Riverdale City, Utah

Current Zoning: A-2 – Agricultural

Proposed Zoning: R-1-8 Residential and CP-3 Commercial

Property Location: 1500 West Ritter Drive, Riverdale, Utah

A. Why should the present zoning be changed?

The current A-2 Agricultural zoning is no longer the most appropriate zoning designation for the property given its location, surrounding development, access to existing infrastructure, and the development pattern of the surrounding area.

The property is located along 1500 West and Ritter Drive, in an area that has experienced substantial transition from agricultural land toward residential, commercial, and mixed development. Ritter Drive and 1500 West function as significant transportation corridors within Riverdale City, and the property is located in close proximity to established residential neighborhoods, commercial development, major roadways, and existing public infrastructure.

Maintaining the entire property under an agricultural zoning designation does not reflect the property's location or the development pattern that has occurred around it. A transition from A-2 to a combination of residential and commercial zoning would allow the property to be developed in a manner that better corresponds with the surrounding land uses while providing an appropriate transition between residential and commercial areas.

The proposed **R-1-8 residential zoning** would provide an opportunity for appropriately scaled residential development while maintaining compatibility with nearby residential neighborhoods. The proposed **CP-3 commercial zoning** would allow the portion of the property most appropriate for commercial development to serve as a transition between the major transportation corridors and adjacent residential uses.

The proposed zoning configuration would therefore create a more logical land-use pattern than retaining the property entirely in an agricultural zone.

B. How is the proposed change in harmony with the City General Plan for this area?

The proposed rezone is consistent with the general planning direction of Riverdale City to accommodate appropriate residential and commercial development in areas where existing infrastructure, transportation access, and surrounding development support those uses.

Riverdale City's General Plan identifies **Detached Residential** areas as appropriate for residential zoning such as R-1-6, while the City's **Commercial** land-use designation corresponds with commercial zones including CP-3.

The proposed R-1-6 and CP-3 zoning would therefore allow the property to accommodate two land-use types that are recognized within the City's General Plan.

The proposed zoning also creates an opportunity for thoughtful site planning rather than treating the property as an isolated agricultural parcel. Residential uses can be located where they are most compatible with existing residential development, while commercial uses can be positioned toward the transportation corridors and other commercial activity.

This arrangement can provide an appropriate transition between different land uses and help create a cohesive development pattern.

C. If the proposed change is not completely reflected by the General Plan, what conditions and circumstances have taken place in the general area to warrant the change?

The area surrounding 1500 West and Ritter Drive has experienced significant development and infrastructure investment since the agricultural zoning was established.

Riverdale City's own planning and transportation documents identify Ritter Drive and 1500 West as important transportation corridors and identify planned bicycle and pedestrian improvements connecting 1500 West with Ritter Drive.

In addition, properties in the Ritter Drive area have previously been considered for transitions from agricultural zoning to residential and commercial zoning. For example, Riverdale City considered rezoning properties along Ritter Drive from agricultural and other designations to residential zoning in 2020–2021. Those properties were described as being surrounded by a combination of residential, agricultural, commercial, and other development.

These changes demonstrate that the character of this portion of Riverdale has evolved beyond the traditional agricultural use contemplated by the A-2 designation.

The proposed rezone recognizes the property's current context and allows the City to guide future development through appropriate zoning standards, site-plan review, subdivision requirements, building standards, landscaping, parking requirements, traffic review, and other applicable City regulations.

D. How is the change in the public interest as well as the applicant's desire?

The requested rezone is in the public interest because it provides Riverdale City with an opportunity to guide the future development of the property in a manner that is compatible with surrounding land uses and existing transportation infrastructure.

The proposed zoning provides several potential public benefits:

- **Better land-use compatibility:** Residential and commercial zoning can be arranged to provide an appropriate transition between existing residential neighborhoods and commercial/transportation corridors.
- **Efficient use of existing infrastructure:** The property is located in an area already served by established roads and urban infrastructure, making appropriate development more consistent with an established urban environment.
- **Housing opportunity:** The residential portion of the property could provide additional housing opportunities within Riverdale City while maintaining appropriate residential development standards.
- **Commercial opportunity:** The CP-3 portion could accommodate commercial uses in an area where commercial activity is more appropriate and accessible.
- **Improved development pattern:** The proposed zoning would eliminate an isolated agricultural designation that is increasingly inconsistent with the surrounding development pattern.
- **Controlled development:** Future development would remain subject to Riverdale City's zoning, subdivision, engineering, building, parking, landscaping, stormwater, traffic, and other applicable requirements.
- **Appropriate transition:** The combination of R-1-8 and CP-3 provides an opportunity to design the property so that residential uses and commercial uses are appropriately separated and buffered.

The request is not intended to create incompatible development or circumvent the City's development standards. Rather, the intent is to establish zoning that better reflects the property's location and the surrounding community while allowing Riverdale City to continue regulating the eventual development through the normal planning and approval process.

For these reasons, the applicant respectfully requests that Riverdale City consider the proposed rezone from **A-2 Agricultural to R-1-8 Residential and CP-3 Commercial** for the property located at **1500 West Ritter Drive**.

The requested change would provide a logical transition from the property's existing agricultural designation toward the established residential and commercial character of the surrounding area, while supporting orderly growth, appropriate land-use compatibility, and efficient use of existing infrastructure.

LEGAL DESCRIPTION:

Part of the SE ¼ of section 13 T.5N., R.2W., S.L.B & M., U.S Survey Riverdale City, Weber County, Utah

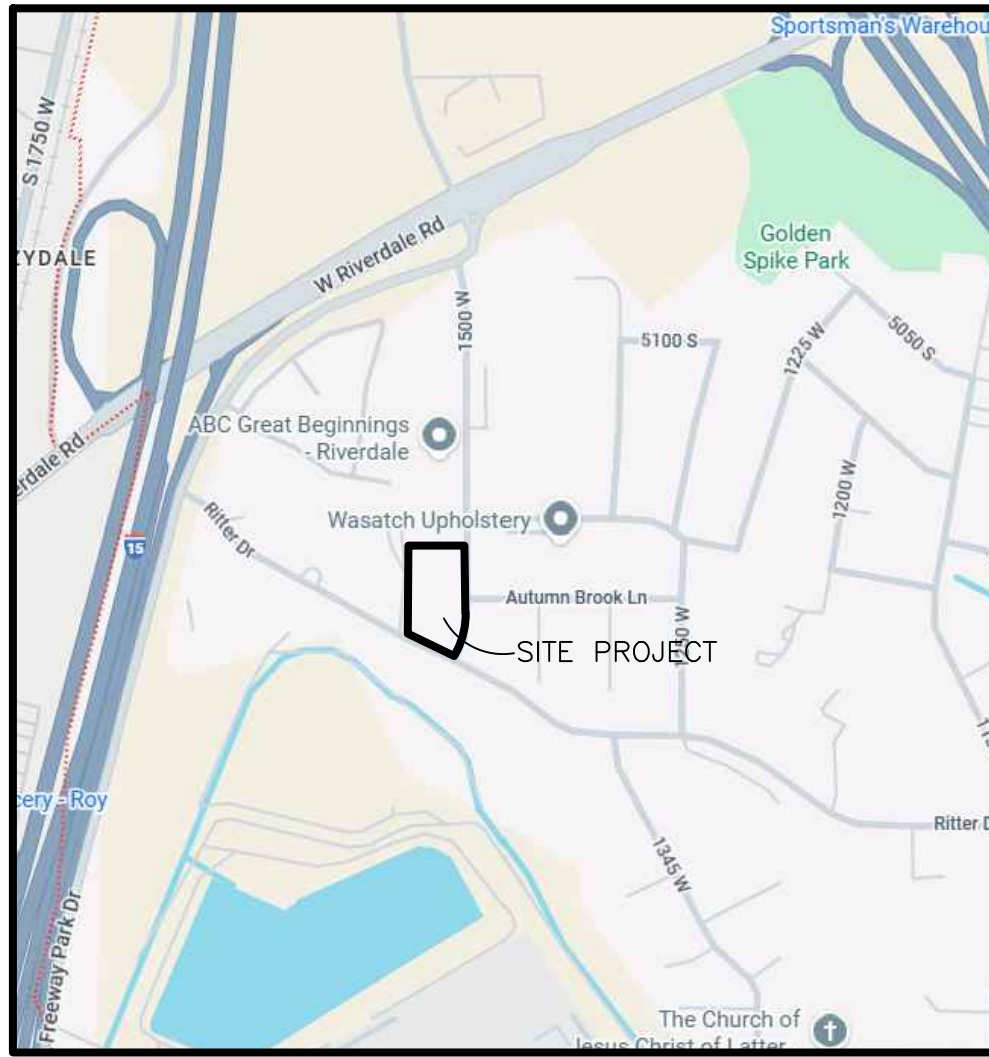
Respectfully submitted,

Applicant Rex Schwab

Property Owner Rex Schwab

A handwritten signature in black ink, appearing to read 'Rex Schwab', is written over the horizontal line. The signature is stylized and slanted upwards to the right.

Date 9/23/2026



Vicinity Map
SCALE: NONE

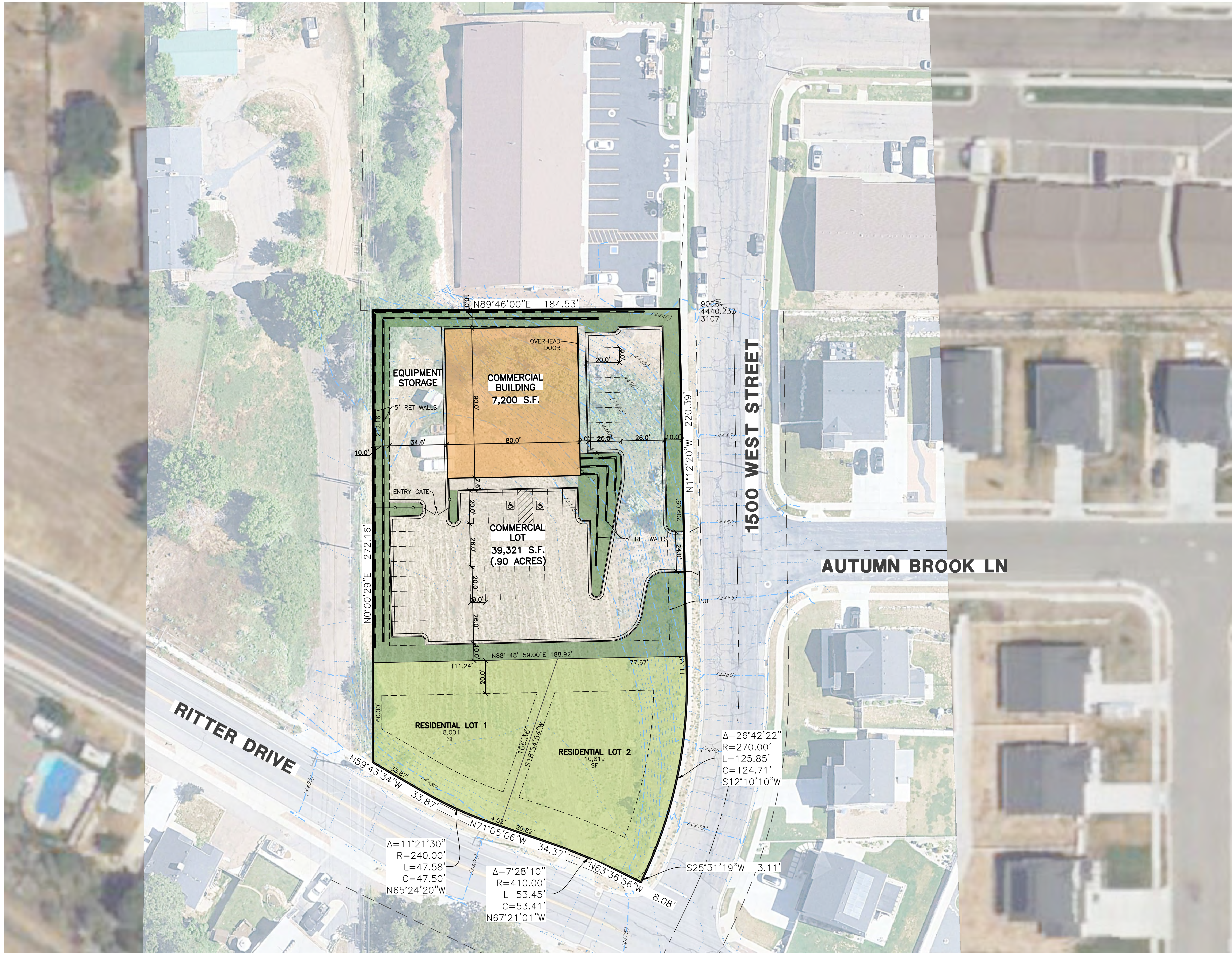
Legend

- = BOUNDARY LINE
- = LOT LINE
- - - = ADJOINING PROPERTY
- - - = CENTERLINE
- - - = EASEMENTS

SITE DATA

Parcel.....085050004
Zone.....R-1-6
Total Area..... 58,141 S.F. (1.33 AC).
Commercial Lot.....39,321 S.F. (18.3%)
Parking.....30 stalls provided (2 ADA)
Building Area.....7,200 (18.3%)
Pavement.....22,246 S.F. (56.6%)
Landscape.....9,875 S.F. (25.1%)
Total Lots Proposed.....2 lots(18,820 SF (0.43 AC)
Residential Lot 1.....8,001 S.F. (0.18 AC)
Residential Lot 2.....10,819 S.F. (0.25 AC)

30 0 30 60 90
Scale: 1" = 30'



1500 West Street Subdivsion

Riverdale City, Weber County, Utah



REVISIONS
DATE DESCRIPTION

1500 West Street Subdivision

PART OF THE SE 1/4 OF SECTION 13 T.5N., R.2W., S.1B. & M., U.S. SURVEY
RIVERDALE CITY, WEBER COUNTY, UTAH

Commercial Concept Plan

Project Info.

Engineer: N. Reeve
Planner: C. Cave
Designer: P. Toone
Date: 3-31-2026
Name: 1500 WEST STREET
SUBDIVISION
Number: 7888-02

Sheet
1
1 Sheets

LEGAL DESCRIPTION:

Part of the SE ¼ of section 13 T.5N., R.2W., S.L.B & M., U.S Survey Riverdale City, Weber County, Utah

PART OF THE SE.1/4, OF SECTION 13, T.5N., R.2W., S.L.B. & M.
1500 WEST STREET SUBDIVISION

IN RIVERDALE CITY
SCALE 1" = 50'

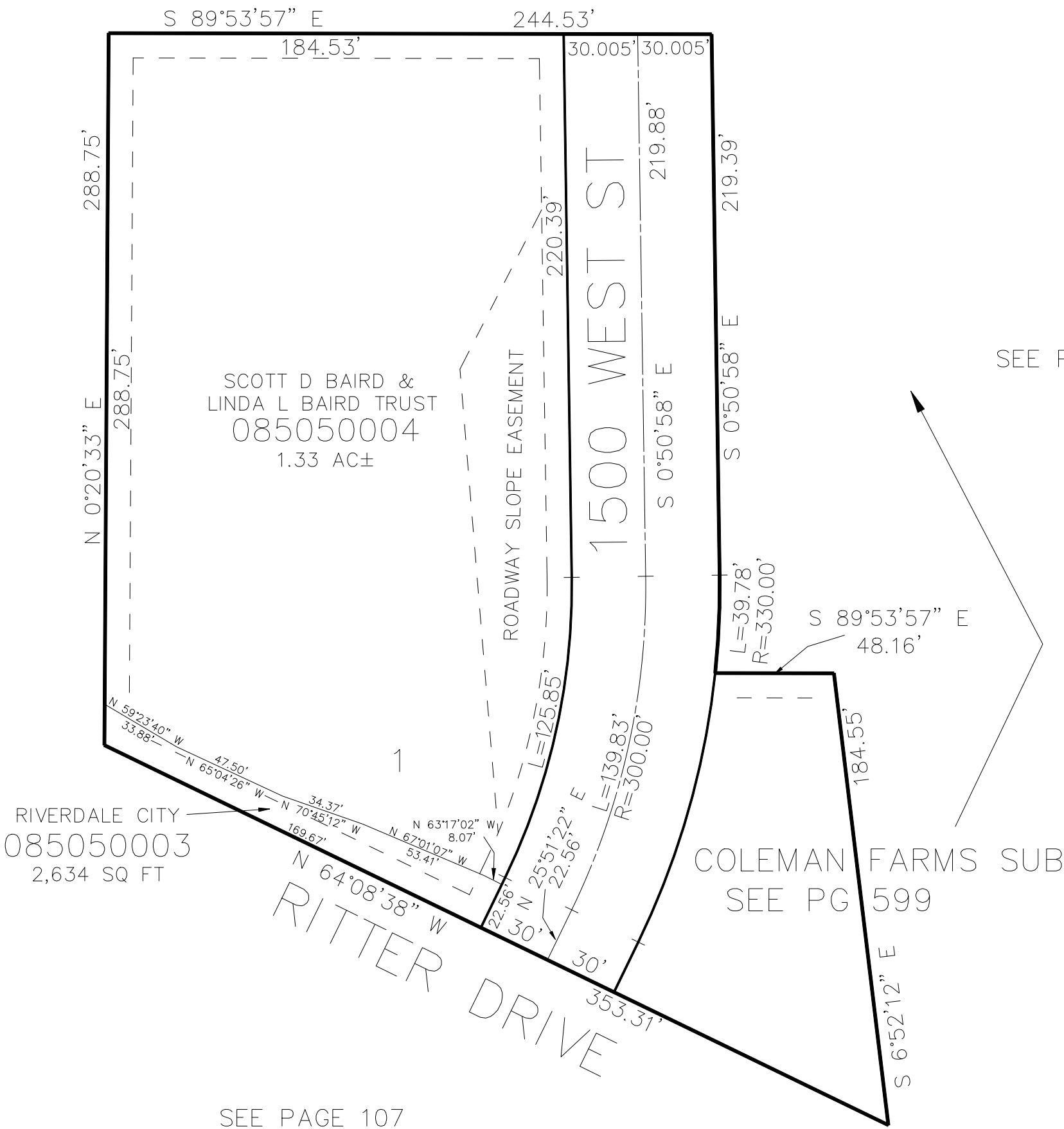
TAXING UNIT: 26

505

SEE PAGE 107

SEE PAGE 107

SEE PAGE 107



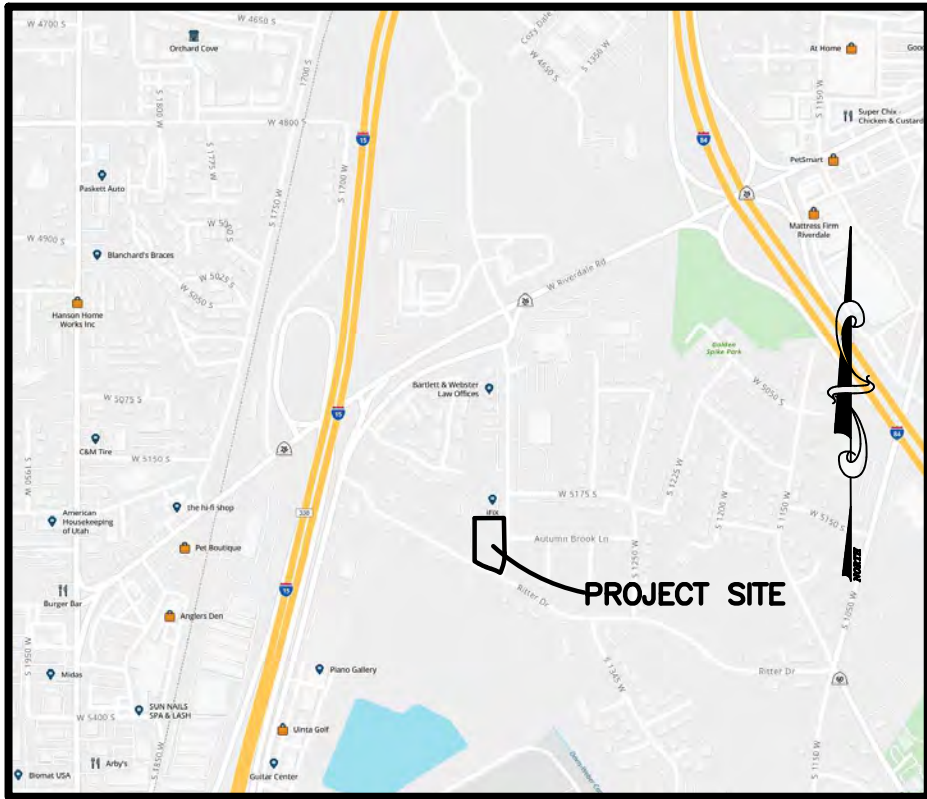
10' UTILITY & DRAINAGE EASEMENTS EACH
SIDE OF PROPERTY LINES AS INDICATED
BY DASHED LINES EXCEPT AS OTHERWISE
SHOWN.

FOR COMPLETE ENG DATA SEE
ORIGINAL DEDICATION PLAT IN
BOOK 70, PAGE 03 OF RECORDS.

ALTA/NSPS LAND TITLE SURVEY

1500 WEST RITTER DRIVE, RIVERDALE, UT 84405

PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
RIVERDALE CITY, WEBER COUNTY, UTAH
FEBRUARY, 2026



VICINITY MAP
NOT TO SCALE

DESCRIPTION FROM TITLE REPORT

PREPARED BY OLD REPUBLIC TITLE INSURANCE COMPANY AND ISSUED BY TITLE GUARANTEE, A TITLE INSURANCE AGENCY: FILE NO. 54429-AR, DATED OCTOBER 27, 2025:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF WEBER, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:
LOT 1, 1500 WEST STREET SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE WEBER COUNTY RECORDER, STATE OF UTAH.

LESS AND EXCEPTING THEREFROM: A PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT WHICH IS 2652.04 FEET SOUTH 00°36'33" WEST, THIS BEING THE CENTER OF SAID SECTION AS PRESENTLY MONUMENTED AND 7.49 FEET SOUTH 89°53'57" EAST AND 288.75 FEET SOUTH 00°20'33" WEST FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 13 AND RUNNING; THENCE SOUTH 64°08'38" EAST 169.67 FEET; THENCE NORTH 25°51'22" EAST 19.45 FEET; THENCE NORTH 63°17'02" WEST 8.07 FEET; THENCE NORTHWESTERLY 53.45 FEET ALONG A 410.00 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD BEARS NORTH 67°01'07" WEST 53.41 FEET); THENCE NORTH 70°45'12" WEST 34.37 FEET; THENCE NORTHWESTERLY 47.58 FEET ALONG A 240.00 FOOT RADIUS CURVE TO THE RIGHT (LONG CHORD BEARS NORTH 65°04'26" WEST 47.50 FEET); THENCE NORTH 59°23'40" WEST 33.88 FEET; THENCE SOUTH 00°20'33" WEST 16.59 FEET TO THE POINT OF BEGINNING.

EXCEPTIONS TO COVERAGE

PREPARED BY OLD REPUBLIC TITLE INSURANCE COMPANY AND ISSUED BY TITLE GUARANTEE, A TITLE INSURANCE AGENCY: FILE NO. 54429-AR, SCHEDULE B-II, DATED OCTOBER 27, 2025:

EXCEPTIONS #1-12, AND 15-16 ARE NOT SURVEY ITEMS AND CANNOT BE PLOTTED GRAPHICALLY.

13. EASEMENTS AND RIGHTS OF WAY OF RECORD OR ENFORCEABLE IN LAW AND EQUITY FOR ANY EXISTING ROADS, STREETS, ALLEYS, DITCHES, RESERVOIRS, UTILITIES, CANALS, PIPELINES, POWER, TELEPHONE, SEWER, GAS OR WATER LINES NOW EXISTING OVER, UNDER OR ACROSS SUBJECT PROPERTY.

(SURVEYOR'S NOTE: ALL KNOWN EXISTING ROADS, STREETS, ALLEYS, DITCHES, RESERVOIRS, UTILITIES CANALS, PIPELINES, POWER, TELEPHONE, SEWER, GAS OR WATER LINES NOW EXISTING OVER, UNDER OR ACROSS SUBJECT PROPERTY SHOWN HEREON. A 10' PUBLIC UTILITY AND DRAINAGE EASEMENT PLOTS ALONG THE WESTERLY, NORTHERLY, AND EASTERLY LINES OF SUBJECT PROPERTY; AND A ROADWAY SLOPE EASEMENT PLOTS ALONG THE EASTERLY LINE OF SUBJECT PROPERTY ACCORDING TO 1500 WEST STREET SUBDIVISION AS RECORDED IN THE WEBER COUNTY RECORDER'S OFFICE (ENTRY #2416141). A 10' PUBLIC UTILITY EASEMENT PLOTS ALONG THE SOUTHERLY LINE OF SUBJECT PROPERTY (ENTRY #2915066).)

14. EASEMENT AND RIGHT OF WAY UPON THE TERMS AND CONDITIONS THEREIN PROVIDED, IN FAVOR OF RIVERDALE CITY, RECORDED APRIL 13, 2018, AS ENTRY NO. 2915066, IN THE OFFICIAL RECORDS.

(SURVEYOR'S NOTE: 10' PUBLIC UTILITY EASEMENT PLOTS ALONG THE SOUTHERLY LINE OF SUBJECT PROPERTY.)

BENCHMARK

TOP OF 3" BRASS CAP FOR THE CENTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
VERTICAL DATUM 4473.38' (STATIC GPS)

FLOOD ZONE CLASSIFICATION

THE ENTIRE SUBJECT PROPERTY IS LOCATED WITHIN ZONE X (UNSHADED) PER FEMA FLOOD INSURANCE RATE MAP FOR WEBER COUNTY, UTAH, AND INCORPORATED AREAS MAP NO. 49057C0417F, EFFECTIVE DATE 6-2-2015. ZONE X (UNSHADED) IS DEFINED AS "AREAS OF MINIMAL FLOOD HAZARD."

SURVEYOR'S NARRATIVE

THIS SURVEY WAS REQUESTED BY REX SCHWAB OF SCHWAB PROPERTIES LLC FOR TITLE PURPOSES.

BRASS CAP MONUMENTS WERE FOUND FOR THE CENTER; EAST QUARTER CORNER; AND FOR A WITNESS CORNER TO THE EAST QUARTER CORNER FOR SECTION 13, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

A LINE BEARING NORTH 89°46'00" EAST BETWEEN THE CENTER AND EAST QUARTER CORNER OF SECTION 13 WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

1500 WEST STREET SUBDIVISION PREPARED BY CIVIL ENGINEERING CONSULTANTS, P.L.L.C., FOR RIVERDALE CITY AND THE SCOTT D. BARID AND LINDA L. BARID TRUST, DATED MAY 30, 2009, AND RECORDED JUNE 4, 2009, AS ENTRY #2416141; AND HAYWARD BUSINESS PARK SUBDIVISION 1ST AMENDMENT PREPARED BY REEVE & ASSOCIATES, INC., FOR MAFCO RIVERDALE LLC, AND RIVERDALE BUSINESS PARK LLC, DATED AUGUST 26, 2019, AND RECORDED MARCH 13, 2020, AS ENTRY #3040918 WERE USED AS REFERENCE FOR THIS SURVEY.

BOUNDARIES OF THE PARCELS WERE ESTABLISHED BY INFORMATION OF RECORD AND FOUND EVIDENCE OF OCCUPATION ON THE GROUND. THERE IS A 3.5' GAP BETWEEN SUBJECT PARCEL WEST LINE AND THE EAST LINE OF THE DEED FOR PARCEL 08-107-0022 (ENTRY NO 3223129).

PROPERTY CORNERS NOT FOUND ARE SET WITH A ¾" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES".

NOTES

NO ZONING REPORT OR LETTER WAS PROVIDED TO THE SURVEYOR BY THE CLIENT. (SEE TABLE A, ITEM 6)

NO STRUCTURES ARE FOUND WITHIN THE BOUNDARIES OF SUBJECT PARCEL. (SEE TABLE A, ITEM 7)

NO PARKING LOTS, SIGNS, BILLBOARDS, SWIMMING POOLS, LANDSCAPE AREAS, OR SUBSTANTIAL AREAS OF REFUSE ARE FOUND WITHIN THE BOUNDARIES OF SUBJECT PARCEL. (SEE TABLE A, ITEM 8)

THERE WERE 0 MARKED PARKING STALLS OBSERVED AND 0 MARKED ADA PARKING STALLS ON SITE AT TIME OF SURVEY. (SEE TABLE A, ITEM 9)

UTILITIES SHOWN ON THIS SURVEY ARE BASED ON PLANS AND/OR REPORTS PROVIDED BY THE CLIENT OR FROM THE VARIOUS UTILITY AGENCIES, OR MARKINGS COORDINATED BY THE SURVEYOR PURSUANT TO A PRIVATE UTILITY LOCATE REQUEST. THIS INFORMATION IS NOT TO BE RELIED ON AS ACCURATE OR EXACT. THE LOCAL UTILITY LOCATION COMPANY SHOULD BE CONTACTED PRIOR TO ANY CONSTRUCTION OR EXCAVATION. INFORMATION FROM THE SOURCES INDICATED ABOVE WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. OF THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS. TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY. (SEE TABLE A, ITEM 11)

NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. (SEE TABLE A, ITEM 16)

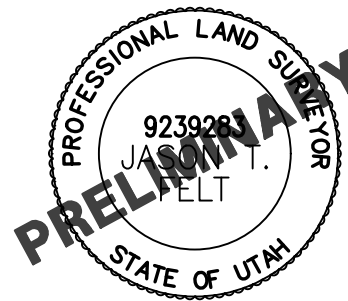
THERE IS NO EVIDENCE OF ANY CHANGE OF RIGHT-OF-WAY OR EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THIS SURVEY. (SEE TABLE A, ITEM 17)

ALTA/NSPS LAND TITLE SURVEYOR'S CERTIFICATE

TO OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; TITLE GUARANTEE, A TITLE INSURANCE AGENCY, LLC; SCHWAB PROPERTIES, LLC, A UTAH LIMITED LIABILITY COMPANY; AND SCOTT D. BAIRD AND LINDA L. BAIRD, TRUSTEE OF THE SCOTT D. BAIRD AND LINDA L. BAIRD TRUST AGREEMENT DATED JULY 2, 1997, OR TO ANY SUCCESSOR TRUSTEE DULY ACTING THEREUNDER:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b)(1)(2), 8, 9, 11(a), 13, 16, 17, AND 19 OF TABLE A THEREOF.

DATE OF FIELDWORK: 1-20-2026
DATE OF SURVEY: 2-18-2026
DATE SIGNED:
JASON T. FELT, P.L.S.
UTAH NUMBER: 9239283



REVISIONS	DESCRIPTION
DATE	

ALTA/NSPS LAND TITLE SURVEY
PART OF THE SOUTHEAST QUARTER OF SECTION 13, T.5N., R.2W., S.L.B.&M., U.S. SURVEY
RIVERDALE CITY, WEBER COUNTY, UTAH

SCHWAB PROPERTIES LLC PROPERTY
1500 WEST RITTER DRIVE, RIVERDALE, UT 84405

Project Info.

Surveyor: J. FELT

Designer: A. MULLINS

Begin Date: 2-2-2026

Name: NEW CITY HVAC ALTA/NSPS

Scale: 1"=20'

Checked:

Number: 7888-02

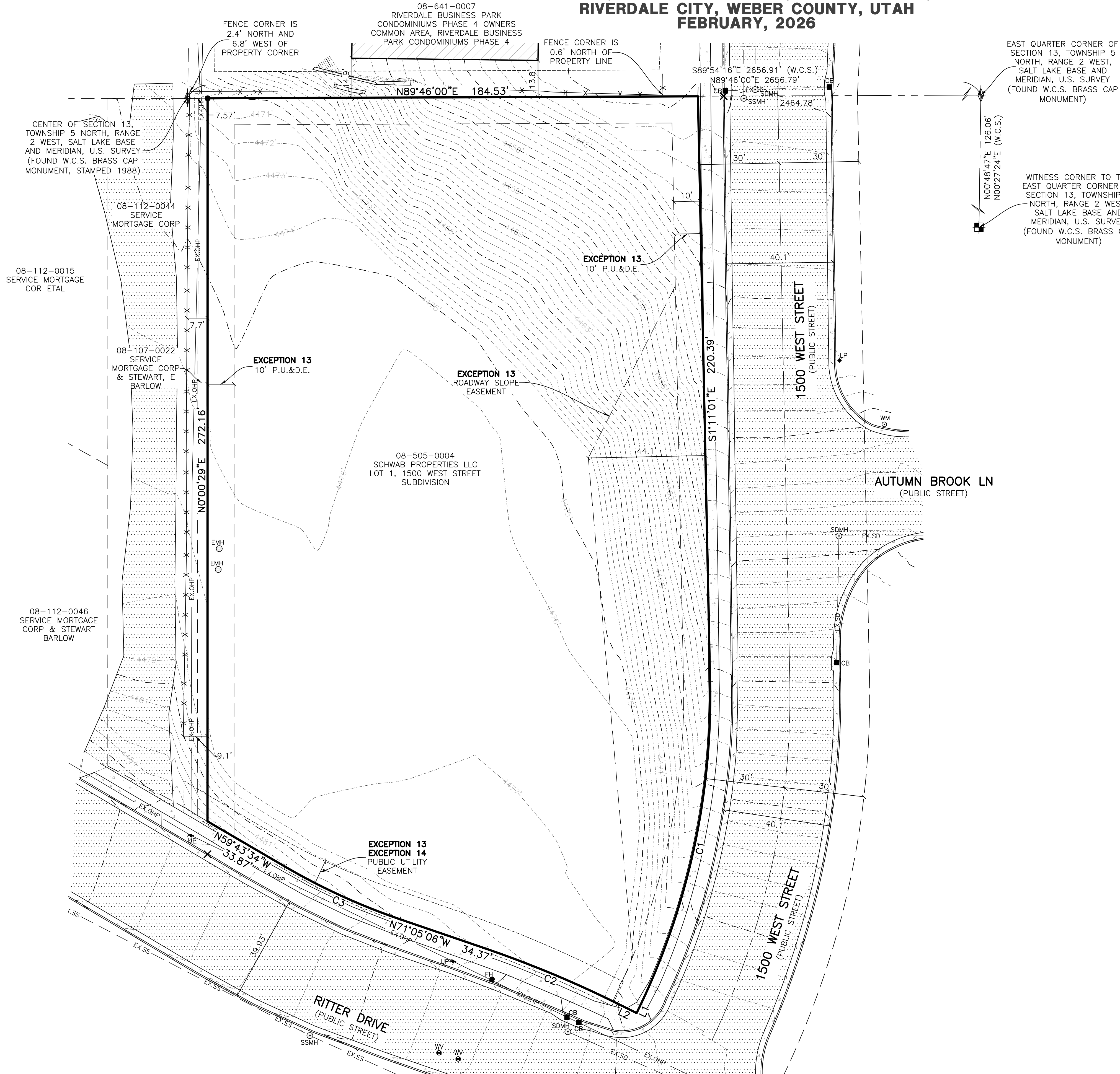
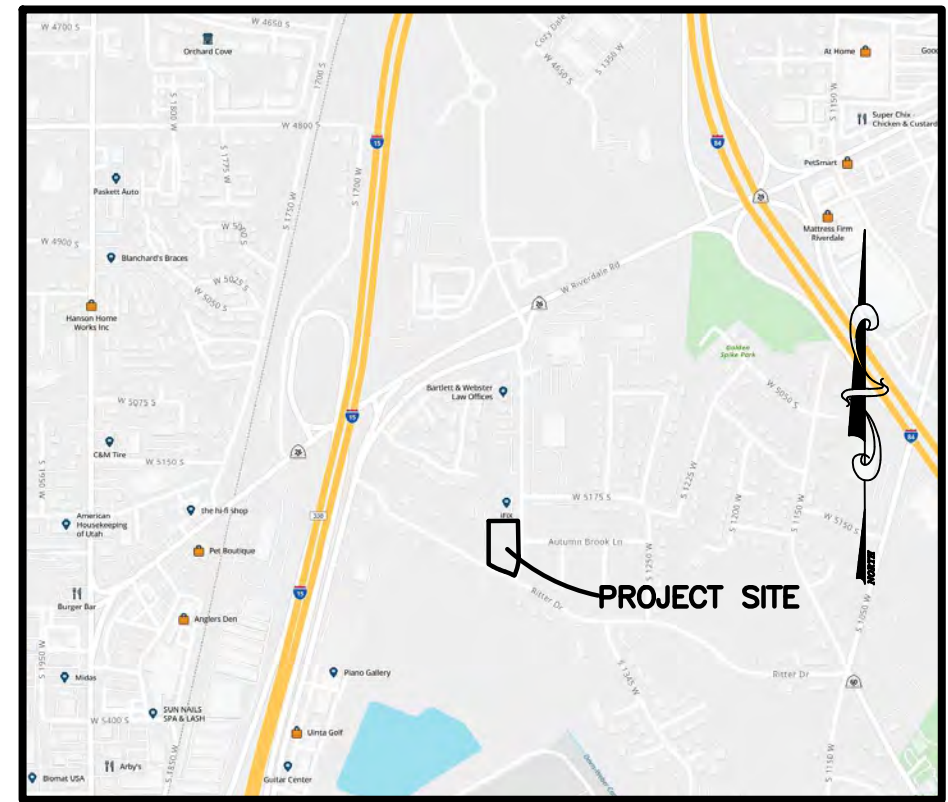
ALTA/NSPS LAND TITLE SURVEY

1500 WEST RITTER DRIVE, RIVERDALE, UT 84405

PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY

RIVERDALE CITY, WEBER COUNTY, UTAH

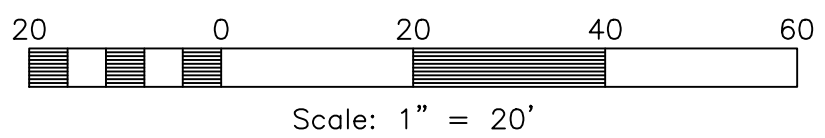
FEBRUARY, 2026



VICINITY MAP
NOT TO SCALE

LEGEND

- = SECTION CORNER
- = WITNESS CORNER
- = SET PLUG
- = SET 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
- = BOUNDARY LINE
- = ADJOINING PROPERTY
- = EASEMENTS
- = SECTION TIE LINE
- = FENCE LINE
- = PUBLIC UTILITY & DRAINAGE EASEMENT
- = WEBER COUNTY SURVEY
- = EXISTING BUILDING
- = EXISTING CONCRETE
- = EXISTING PAVEMENT
- = EXISTING STORM DRAIN LINE
- = EXISTING SANITARY SEWER LINE
- = EXISTING OVERHEAD POWER LINE
- = CATCH BASIN
- = ELECTRICAL MANHOLE
- = FIRE HYDRANT
- = LIGHT POLE
- = STORM DRAIN MANHOLE
- = SANITARY SEWER MANHOLE
- = UTILITY POLE
- = WATER METER
- = WATER VALVE

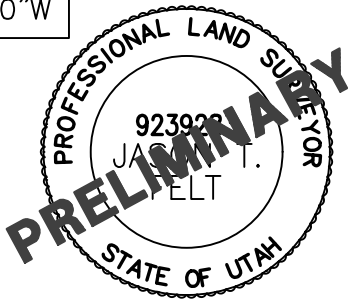


LINE TABLE

#	BEARING	DISTANCE
L1	S25°31'19"W	3.11'
L2	N63°36'56"W	8.08'

CURVE TABLE

#	DELTA	RADIUS	LENGTH	CHD LTH	CHD BRG
C1	26°42'22"	270.00'	125.85'	124.71'	S12°10'10"W
C2	7°28'10"	410.00'	53.45'	53.41'	N67°21'01"W
C3	11°21'30"	240.00'	47.58'	47.50'	N65°24'20"W



REVISIONS	DESCRIPTION
DATE	

ALTA/NSPS LAND TITLE SURVEY
PART OF THE SOUTHEAST QUARTER OF SECTION 13, T.5N., R.2W., S.L.B.&M., U.S. SURVEY
RIVERDALE CITY, WEBER COUNTY, UTAH

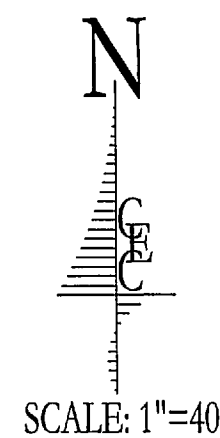
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Designer: A. MULLINS
Begin Date: 2-2-2026
Name: NEW CITY HVAC ALTA/NSPS
Scale: 1"=20'
Checked:
Number: 7888-02

1500 WEST STREET SUBDIVISION

A Part of the Southeast Quarter of Section 13,
Township 5 North, Range 2 West,
Salt Lake Base & Meridian
Riverdale City, Weber County, Utah

May 2009



OWNER'S CERTIFICATE AND CONSENT TO RECORD

Know to all persons at these presents, Riverdale City, Owner of a portion of the tract of land described as 1500 WEST STREET SUBDIVISION located on said tract of land, do hereby make this certificate that said owners have caused this survey to be made, and that this record of survey consisting of 1 sheet to be recorded. Said Owner has consented to and does hereby consent to the recordation of this Record of Survey map.

Signed this 29th day of MAY 2009.

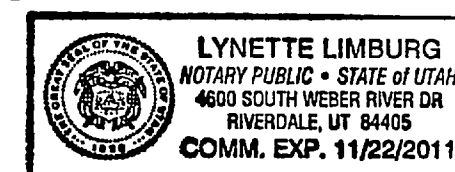
Owners: Larry Hansen Marilyn Banasky
Larry Hansen, Riverdale City Manager Marilyn Banasky, Riverdale City Recorder

ACKNOWLEDGMENT

State of Utah
County of Weber

On the 29th day of MAY 2009, personally appeared before me, who duly sworn, did say that they are the designated representatives of Riverdale City, owner, and that the forgoing "Owners Certificate and Consent to Record" was signed freely and voluntarily, and for the purposes therein expressed.

Lynette Limburg
Notary Public



Stamp

OWNER'S CERTIFICATE AND CONSENT TO RECORD

Know to all persons at these presents, Scott D. Baird and Linda L. Baird, trustees, of the Scott D. Baird and the Linda L. Baird Trust, Owners of a portion of the tract of land described as 1500 WEST STREET SUBDIVISION located on said tract of land, do hereby make this certificate that said owners have caused this survey to be made, and that this record of survey consisting of 1 sheet to be recorded. Said Owners have consented to and do hereby consent to the recordation of this Record of Survey map.

Signed this 30th day of June 2009.

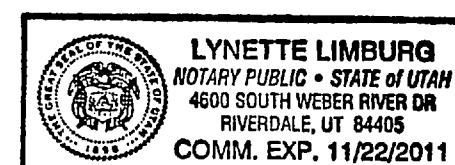
Owners: Scott D. Baird Linda L. Baird
Scott D. Baird, Trustee Linda L. Baird, Trustee

ACKNOWLEDGMENT

State of Utah
County of Weber

On the 30th day of June 2009, personally appeared before me, who duly sworn, did say that they are the Owners, and that the forgoing "Owners Certificate and Consent to Record" was signed for the purposes therein expressed.

Lynette Limburg
Notary Public



Stamp

drawing date: 28 May 2009

Civil Engineering Consultants, PLLC.
5141 SOUTH 1500 WEST
RIVERDALE, UTAH 84405
801.866.0550

RIVERDALE CITY PLANNING COMMISSION

Approved by the Riverdale City Planning Commission on this 28th day of April 2009.

Signed this 4 day of June 2009.

Chairman, Riverdale City Planning Commission

RIVERDALE CITY APPROVAL

This is to certify that this plat, and the dedication offered herein, are approved and accepted by the City Council of Riverdale City this 29th day of May 2009.

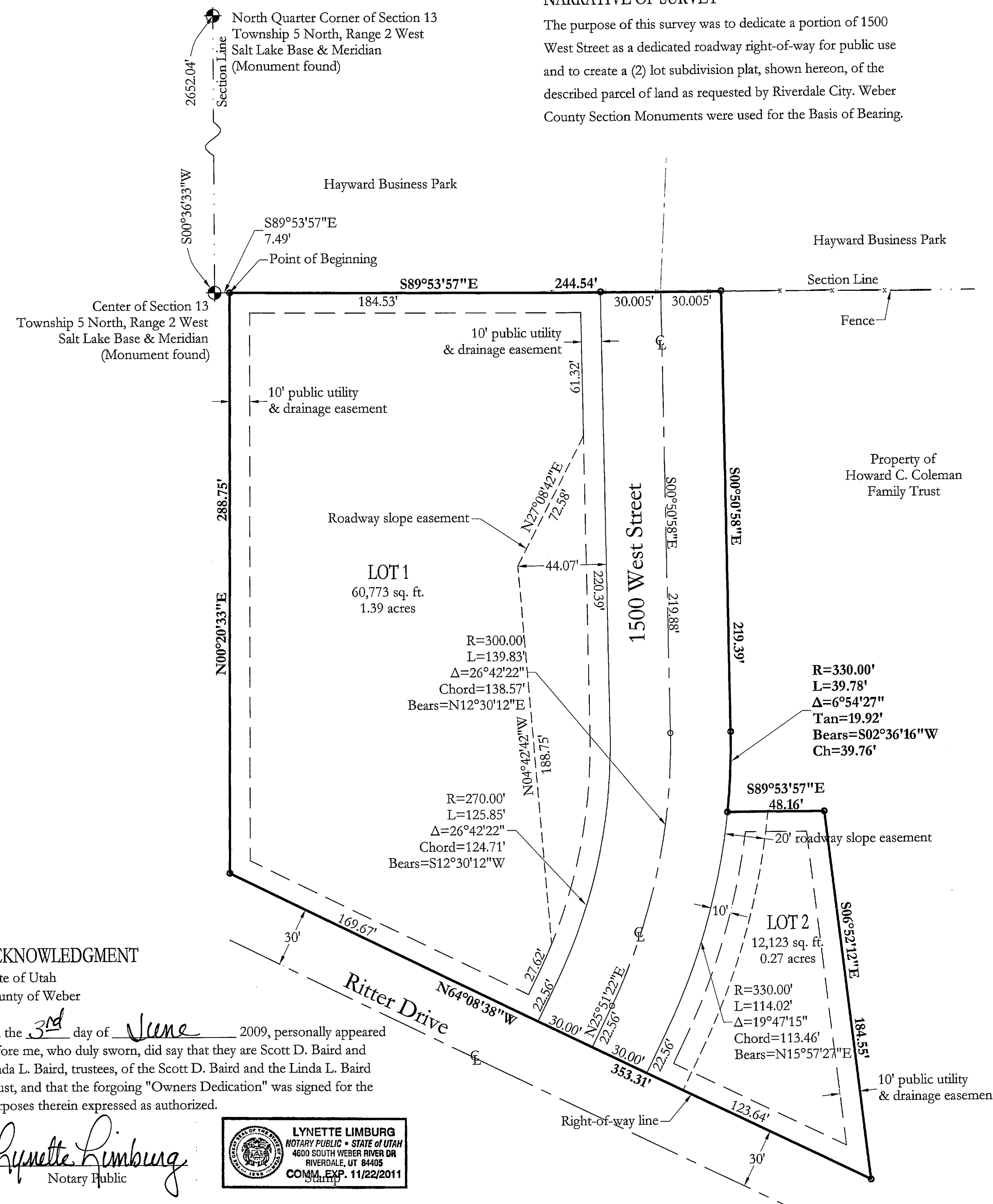
Mayor
Riverdale City Mayor

Attest: Marilyn Banasky
Riverdale City Recorder



NARRATIVE OF SURVEY

The purpose of this survey was to dedicate a portion of 1500 West Street as a dedicated roadway right-of-way for public use and to create a (2) lot subdivision plat, shown hereon, of the described parcel of land as requested by Riverdale City. Weber County Section Monuments were used for the Basis of Bearing.

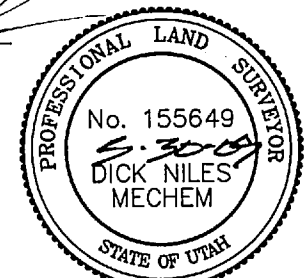


SURVEYORS CERTIFICATE

I, Dick N. Mechem, do hereby certify that I am a registered land surveyor, and that I hold license number 155649, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have directed a survey of the tract of land as shown on this plat as described below and that the referenced markers shown on this plat are located as indicated and are sufficient to retrace or restore this survey, that the information shown herein is sufficient to accurately establish that lateral boundaries of the below described tract of real property, located on said tract.

Signed this 29th day of May 2009.

Dick N. Mechem
Dick N. Mechem
License No. 155649



BOUNDARY DESCRIPTION

Being a part of the Southeast Quarter of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian, and described as follows:

Beginning at a point on the North line of said Southeast Quarter said point being S00°36'33"W along the Quarter Section line 2,652.04 feet, this being the Center of said Section as presently monumented, and S89°53'57"E (S89°54'16"E current Weber County bearing sheet) along said Quarter Section line 7.49 feet from the North Quarter corner of said Section 13, and running: Thence S89°53'57"E along the North line of said Quarter Section, 244.54 feet, Thence S00°50'58"E 219.39 feet; Thence along the arc of a curve to the right having a radius of 330.00 feet a distance of 39.78 feet, long chord bears S02°36'16"W 39.76 feet; Thence S89°53'57"E 48.16 feet; Thence S06°52'12"E 184.55 feet, to the North line of Ritter Drive, Thence N64°08'38"W along said North line, 353.31 feet; Thence N00°20'33"E 288.75 feet to the point of beginning.

Contains: 95,832 sq ft or 2.20 acres

OWNER'S DEDICATION

Know to all persons that this document presents, that Riverdale City, a Municipal Corporation, acknowledged by the undersigned designated representatives of Riverdale City, that Riverdale City the owner of a portion of the above described tract of land and Scott D. Baird and Linda L. Baird, trustees, of the Scott D. Baird and Linda L. Baird Trust, the owner of a portion of the above described tract of land, does hereby dedicate for perpetual use by the public all parcels of land shown on this plat, hereafter known as 1500 WEST STREET SUBDIVISION, as intended as a public thoroughfare and a public utility easement forever, for the public access and public utility use, and warrant, defend and save the City harmless against any encumbrances on the dedicated street, which interfere with the City's use, operation, and maintenance of the said street.

Signed this 29th day of MAY 2009.

Owners: Larry Hansen
Larry Hansen, Riverdale City Manager

Marilyn Banasky
Marilyn Banasky, Riverdale City Recorder

Scott D. Baird
Scott D. Baird, Trustee

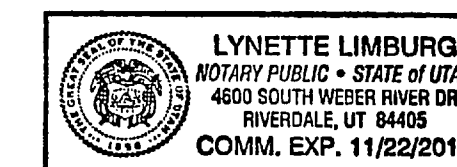
Linda L. Baird
Linda L. Baird, Trustee

ACKNOWLEDGMENT

State of Utah
County of Weber

On the 29th day of MAY 2009, personally appeared before me, who duly sworn, did say that they are the designated representative of Riverdale City, and that the forgoing "Owners Dedication" was signed freely and voluntarily, and for the purposes therein expressed as authorized by the Riverdale City Council and Mayor.

Lynette Limburg
Notary Public



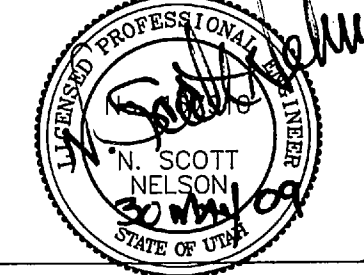
Stamp

RIVERDALE CITY ENGINEER

I hereby certify that I have carefully investigated the line of survey of the foregoing Plat and legal description of the land embraced therein, and find them to be correct and agree with the lines and monuments of record in this office.

Signed this 30th day of May 2009.

Scott Nelson
Riverdale City Engineer



WEBER COUNTY RECORDER

Entry No. 2416141 fee paid \$32.00 filed for record and recorded 04-JUN-2009 at 3:37pm in book 78 of official records page 03. Recorded for RIVERDALE CITY

By: Ernest D. Rowley
County Recorder



RIVERDALE CITY
PLANNING COMMISSION
NOTICE of PUBLIC HEARING

Notice is hereby given that the Riverdale City Planning Commission will be holding a public hearing at approximately 6:00 pm on October 27, 2026, to receive and consider public comment on these items before a recommendation from the Planning Commission is forwarded to the City Council for final action:

1. **General Plan Amendment.** Amend the Future Land Use Map designation from Detached Residential to Commercial for approximately .90 acres constituting a portion of the property located at the corner of 1500 W and Ritter Drive, Riverdale, Utah (Weber County parcel no. **085050004**).
2. **Zoning Map Amendment and Preliminary Commercial Development Plan.** Rezone the same approximately .90-acre portion from Single-Family Residential (R-1-6) to Regional Planned Commercial (CP-3) and consider the accompanying preliminary commercial development plan for a 7,200 square foot commercial building with associated parking and utilities.

The requests relate to a proposed three-lot subdivision consisting of two single-family residential lots that would retain R-1-6 zoning and one commercial lot that would receive CP-3 zoning. Only the commercial portion, identified as such on a subdivision concept exhibit, is proposed for the General Plan and zoning changes. The subdivision and site plan are subject to separate review and approval.

All maps, exhibits, and accompanying information are available for review at the City offices and at:

https://www.riverdaleutah.gov/government/meetings_notices.php

The CP-3 regulations, including applicable uses and restrictions, are found in Riverdale City Code Title 10, Chapter 10, Article B, available at:
https://library.municode.com/ut/riverdale_city/codes/city_code?nodeId=TIT10ZOSURE_CH10COZO_ARTBPLCOZOCP

Interested persons may provide oral testimony at the hearing at the **City Council/Court chambers** located at the **Riverdale Civic Center at 4600 S. Weber River Drive, Riverdale, Utah**, or submit written comments to the City Recorder at mmarigoni@riverdaleutah.gov.

Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Riverdale City limits on this 14th day of October, 2026 at the following locations: 1) Riverdale City Hall Noticing Board 2) Riverdale City website at <http://www.riverdaleutah.gov/> 3) the Public Notice Website: <http://www.utah.gov/pmn/index.html> .

Michelle Marigoni
Riverdale City Recorder

Part of the SE ¼ of section 13 T.5N., R.2W., S.L.B & M., U.S Survey Riverdale City, Weber County, Utah

505

IN RIVERDALE CITY

SCALE 1" = 50'

SEE PAGE 107

RIVERDALE CITY -
085050003
2,634 SQ FT

COLEMAN FARMS SUB
SEE PG 599

SEE PAGE 107

FOR COMPLETE ENG DATA SEE
ORIGINAL DEDICATION PLAT IN
BOOK 70, PAGE 03 OF RECORDS.



Body: Planning Commission
Topic: **PUBLIC HEARING; request for approval of a Zoning Map Amendment to modify the property's zoning from A-1 (Agricultural) to CP-3 (Regional Commercial) and R-1-6 (Single Family Residential) 1500 W Ritter Dr**

Department: Community Development
Director: Brandon Cooper
Staff/Presenter: Brandon Cooper
Contact: bcooper@riverdaleutah.gov

ITEM TYPE

- ☒ Action Item
- ☒ Public Hearing
- ☐ Discussion Item
- ☐ Information Item
- ☐ Other _____

Applicant: Rex Schwab, New City Mechanical
Project Location: approx. 1500 W Ritter Drive (parcel no. **085050004**)
Current Zoning: A-1
Proposed Zoning: Commercial for .90 of the parcel, R-1-6 for remainder
Acreage: approximately 1.33 acres

REQUESTED ACTION

The Community Development Department is transmitting a request from Rex Schwab to amend the Zoning Map for approximately 1.33 acres located on the corner of 1500W and Ritter Drive. The property is currently zoned A-1. The applicant is requesting that a Zoning Map Amendment be approved to the CP-3 zone for the northern half (approximately .90 acres) to accommodate a proposed 7,200-square-foot building for New City Mechanical, with parking, landscaping, and equipment storage area AND to the R-1-6 zone for the southern .43 acres to accommodate two single-family residential lots. Such uses would require separate consideration from the Planning Commission (subdivision/site plan) and City Council (site plan), to be transmitted at a future date, subject to this action.

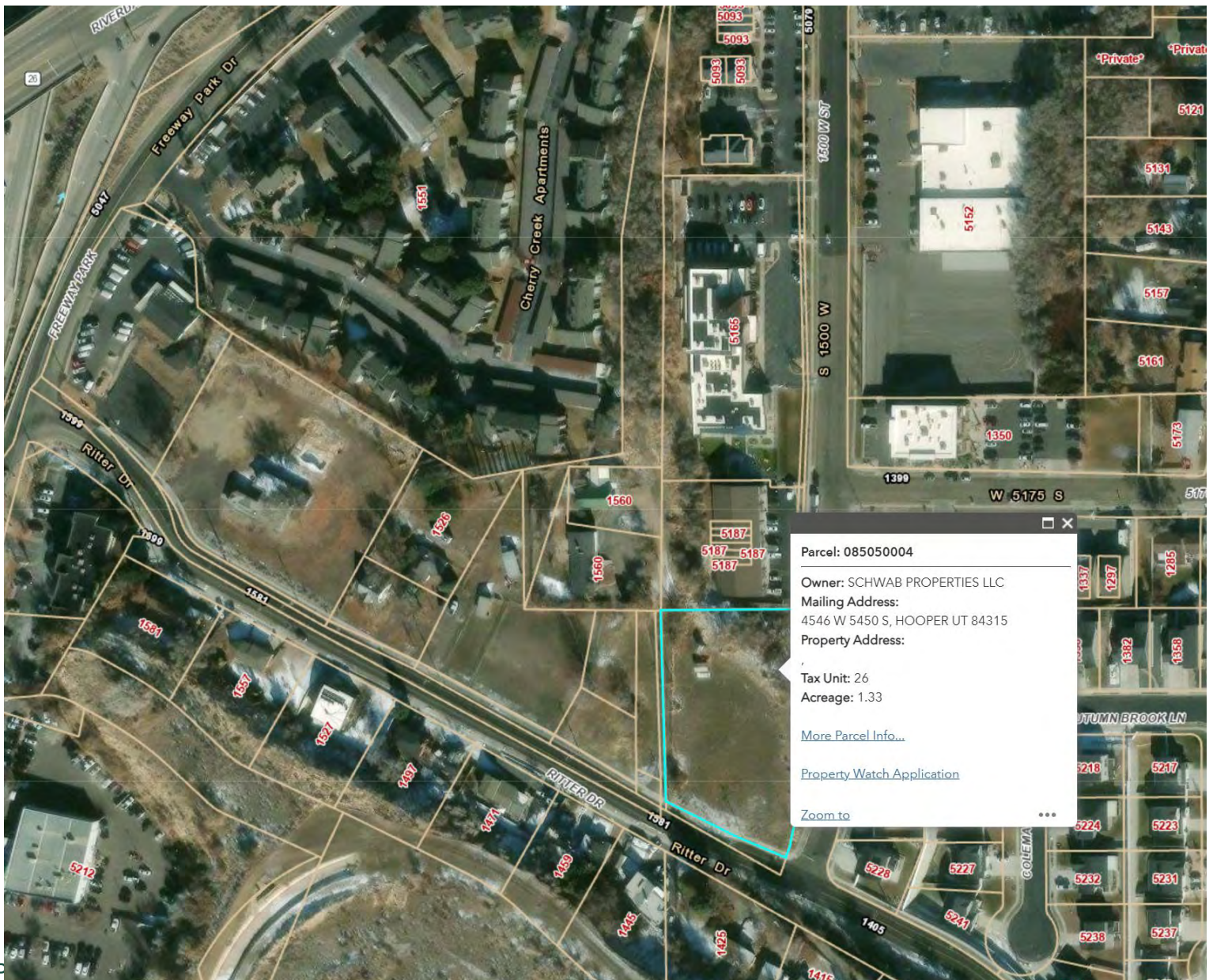
REQUESTED TIMELINE:

Planning Commission Meeting – October 27, 2026
City Council Meeting – November 4, 2026



EXECUTIVE SUMMARY

The property has been historically used for low density residential purposes and is currently vacant. Its corner orientation places it in the middle of commercial uses and residential uses. The applicant has met with Staff previously in a pre-application to better understand how to create an appropriate transition between the two separate uses. The concept proposes a three-lot tiered subdivision with one approximately 0.90-acre commercial lot and two residential lots.





ANALYSIS

Existing Land Use	Vacant Land
Current Zoning	A-1
Proposed Zoning	CP-3 / R-1-6
Adjacent Zoning	
East	R-1-8
West	R-1-6
North	CP-3
South	A-1

According to Riverdale City Code 10-10B-1, the purpose of the CP-3 zone classification is to “to permit the establishment of a well-designed complex of retail commercial facilities for a neighborhood, community or region which will provide goods and services for the people to be served, minimize traffic congestion on public streets in the vicinity and which shall best fit the general environment and land use pattern of the area to be served.” Specifically, the CP-3 zone “provides for the sale and supply of the complete range of retail and wholesale goods and personal services for the metropolitan area and, also, a center for recreational entertainment and cultural activities for the entire region”.

According to Riverdale City Code 10-9B-1, the purpose of the R-1-10, R-1-8 and R-1-6 zone classifications is to “provide regulated areas for single-family residential use at three (3) different low density levels.” Single-family dwellings with a minimum lot area of 6,000 square feet are permitted in the R-1-6 zone.

APPROVAL STANDARDS

A decision to amend the Zoning Map is a matter committed to the legislative discretion of the City Council and is not controlled by one standard. In determination of a recommendation, the Commission should consider the following factors:

- o Is there sufficient justification for the proposed amendment?
- o Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property?
- o Is the proposal consistent with the goals, objectives, and policies of the General Plan?
- o The extent to which the proposed amendment may adversely affect adjacent property?



- o Have the potential effects of the proposed amendment been determined not to be detrimental to public health, safety, or welfare and represent an overall community benefit?
- o The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection?

COMMENTS

Community Development: Concerns with off-site parking and screening of outdoor storage

Engineering: Concerns with utilities

Public Works: Concerns with utilities, alignment of residential driveways

Building Division: No immediate concerns

Fire: No immediate concerns

Legal: No immediate concerns

Noticing: Notice has been properly issued in the manner outlined in the City and State Codes

STAFF RECOMMENDATION

Community Development staff have reviewed the application and finds:

1. The proposed Zoning Map Amendment is compatible with the Approval Standards outlined herein
2. A defined edge to development and buffering between types of uses is provided
3. Rezoning creates a more efficient use of land and more owner-occupied homes
4. The concept use provides a good transition between the commercial properties to the north and the single-family homes to the south

POTENTIAL ACTIONS:

Following the presentation and discussion of the proposal and any public comment, the Planning Commission may make:

- 1) a motion to recommend **APPROVAL** to the City Council of the proposed Zoning Map amendments
- 2) a motion to recommend **APPROVAL WITH MODIFICATIONS** to the City Council of the proposed Zoning Map amendments



Riverdale
U T A H

TRANSMITTAL

-
- 3) a motion to recommend **DENIAL** to the City Council of the proposed Zoning Map amendments
 - 4) a motion to **TABLE** the matter to a later date

Attachments

Concept Project Map
Concept Renderings
Project Application/Justification
Public Hearing Notice
Posting of sign



RIVERDALE CITY
PLANNING COMMISSION
NOTICE of PUBLIC HEARING

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Michelle Marigoni
Riverdale City Recorder



RIVERDALE CITY
REZONE REQUEST APPLICATION

DATE SUBMITTED 9/23/2027 FEE SCHEDULE: \$350

APPLICANT NAME Rex Schwab PHONE NUMBER: 801-643-4747

APPLICANT ADDRESS 4546w 5450s
Hooper, UT 84315

ADDRESS OF SITE 1500 West Ritter Drive, Riverdale

PROPERTY OWNER Rex Schwab - Schwab Properties

PRESENT ZONING A2

PRESENT USE: N/A

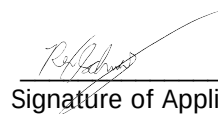
PROPOSED ZONING R-1-8 & CP-3

PROPOSED USE: Mixed Use

PROPERTY ACREAGE: 1.33

Answer the following questions with specifics on a separate sheet. This information will be forwarded to the Planning Commission members for review.

- A. Why should the present zoning be changed?
- B. How is the proposed change in harmony with the City General Plan for this area?
- C. If the proposed change is not in harmony, what conditions and circumstances have taken place in the general area since the General Plan was adopted to warrant such a change?
- D. How is the change in the public interest as well as the applicant's desire?


Signature of Applicant Rex Schwab


Signature of Property Owner Rex Schwab

I authorize _____ to act as my representative in all matters relating to this application.



APPLICATION REQUIREMENTS AND PROCEDURE FOR REZONE REQUEST

1. The applicant shall submit to the City Recorder the following:
 - a. Completed REZONE REQUEST APPLICATION formally requesting a rezone and stating the reasons for the request.
 - b. PROPERTY PLAT MAP of the area of the requested rezone. Plats are available at the Weber County Recorder's Office.
 - c. LEGAL DESCRIPTION of the subject property.
 - d. REZONE REQUEST FEE of \$350 as established by resolution of the Riverdale City Council.

2. The Planning Commission, following the public hearing, will consider action to approve or deny the rezone request. The Planning Commission may take up to thirty (30) days following the public hearing to act on the rezone request. The decision of the Planning Commission will be forwarded to the City Council with the Planning Commission recommendation. The City Council will then make the final decision. If the request is approved, an ordinance will be signed and filed. The application / property owner may obtain a copy of the ordinance if desired.

3. If approved, the rezone will become effective upon posting of the ordinance.

Planning Commission scheduled public hearing:

Date: _____ Decision: _____

City Council consideration of application:

Date: _____ Decision: _____

REZONE REQUEST JUSTIFICATION

1500 West Ritter Drive, Riverdale City, Utah

Current Zoning: A-2 – Agricultural

Proposed Zoning: R-1-8 Residential and CP-3 Commercial

Property Location: 1500 West Ritter Drive, Riverdale, Utah

A. Why should the present zoning be changed?

The current A-2 Agricultural zoning is no longer the most appropriate zoning designation for the property given its location, surrounding development, access to existing infrastructure, and the development pattern of the surrounding area.

The property is located along 1500 West and Ritter Drive, in an area that has experienced substantial transition from agricultural land toward residential, commercial, and mixed development. Ritter Drive and 1500 West function as significant transportation corridors within Riverdale City, and the property is located in close proximity to established residential neighborhoods, commercial development, major roadways, and existing public infrastructure.

Maintaining the entire property under an agricultural zoning designation does not reflect the property's location or the development pattern that has occurred around it. A transition from A-2 to a combination of residential and commercial zoning would allow the property to be developed in a manner that better corresponds with the surrounding land uses while providing an appropriate transition between residential and commercial areas.

The proposed **R-1-8 residential zoning** would provide an opportunity for appropriately scaled residential development while maintaining compatibility with nearby residential neighborhoods. The proposed **CP-3 commercial zoning** would allow the portion of the property most appropriate for commercial development to serve as a transition between the major transportation corridors and adjacent residential uses.

The proposed zoning configuration would therefore create a more logical land-use pattern than retaining the property entirely in an agricultural zone.

B. How is the proposed change in harmony with the City General Plan for this area?

The proposed rezone is consistent with the general planning direction of Riverdale City to accommodate appropriate residential and commercial development in areas where existing infrastructure, transportation access, and surrounding development support those uses.

Riverdale City's General Plan identifies **Detached Residential** areas as appropriate for residential zoning such as R-1-6, while the City's **Commercial** land-use designation corresponds with commercial zones including CP-3.

The proposed R-1-6 and CP-3 zoning would therefore allow the property to accommodate two land-use types that are recognized within the City's General Plan.

The proposed zoning also creates an opportunity for thoughtful site planning rather than treating the property as an isolated agricultural parcel. Residential uses can be located where they are most compatible with existing residential development, while commercial uses can be positioned toward the transportation corridors and other commercial activity.

This arrangement can provide an appropriate transition between different land uses and help create a cohesive development pattern.

C. If the proposed change is not completely reflected by the General Plan, what conditions and circumstances have taken place in the general area to warrant the change?

The area surrounding 1500 West and Ritter Drive has experienced significant development and infrastructure investment since the agricultural zoning was established.

Riverdale City's own planning and transportation documents identify Ritter Drive and 1500 West as important transportation corridors and identify planned bicycle and pedestrian improvements connecting 1500 West with Ritter Drive.

In addition, properties in the Ritter Drive area have previously been considered for transitions from agricultural zoning to residential and commercial zoning. For example, Riverdale City considered rezoning properties along Ritter Drive from agricultural and other designations to residential zoning in 2020–2021. Those properties were described as being surrounded by a combination of residential, agricultural, commercial, and other development.

These changes demonstrate that the character of this portion of Riverdale has evolved beyond the traditional agricultural use contemplated by the A-2 designation.

The proposed rezone recognizes the property's current context and allows the City to guide future development through appropriate zoning standards, site-plan review, subdivision requirements, building standards, landscaping, parking requirements, traffic review, and other applicable City regulations.

D. How is the change in the public interest as well as the applicant's desire?

The requested rezone is in the public interest because it provides Riverdale City with an opportunity to guide the future development of the property in a manner that is compatible with surrounding land uses and existing transportation infrastructure.

The proposed zoning provides several potential public benefits:

- **Better land-use compatibility:** Residential and commercial zoning can be arranged to provide an appropriate transition between existing residential neighborhoods and commercial/transportation corridors.
- **Efficient use of existing infrastructure:** The property is located in an area already served by established roads and urban infrastructure, making appropriate development more consistent with an established urban environment.
- **Housing opportunity:** The residential portion of the property could provide additional housing opportunities within Riverdale City while maintaining appropriate residential development standards.
- **Commercial opportunity:** The CP-3 portion could accommodate commercial uses in an area where commercial activity is more appropriate and accessible.
- **Improved development pattern:** The proposed zoning would eliminate an isolated agricultural designation that is increasingly inconsistent with the surrounding development pattern.
- **Controlled development:** Future development would remain subject to Riverdale City's zoning, subdivision, engineering, building, parking, landscaping, stormwater, traffic, and other applicable requirements.
- **Appropriate transition:** The combination of R-1-8 and CP-3 provides an opportunity to design the property so that residential uses and commercial uses are appropriately separated and buffered.

The request is not intended to create incompatible development or circumvent the City's development standards. Rather, the intent is to establish zoning that better reflects the property's location and the surrounding community while allowing Riverdale City to continue regulating the eventual development through the normal planning and approval process.

For these reasons, the applicant respectfully requests that Riverdale City consider the proposed rezone from **A-2 Agricultural to R-1-8 Residential and CP-3 Commercial** for the property located at **1500 West Ritter Drive**.

The requested change would provide a logical transition from the property's existing agricultural designation toward the established residential and commercial character of the surrounding area, while supporting orderly growth, appropriate land-use compatibility, and efficient use of existing infrastructure.

LEGAL DESCRIPTION:

Part of the SE ¼ of section 13 T.5N., R.2W., S.L.B & M., U.S Survey Riverdale City, Weber County, Utah

Respectfully submitted,

Applicant Rex Schwab

Property Owner Rex Schwab

A handwritten signature in black ink, appearing to read 'Rex Schwab', is written over the horizontal line. The signature is stylized and slanted upwards to the right.

Date 9/23/2026

A-1

O-1

C-2

C-3

CP-1

CP-2

CP-3

RCP

MU

O-P

M-1

M-2

MP-1

LIT

RE-20

R-1-10

R-1-8

R-1-6

R-1-4.5

R-2

R-3

R-4

R-5

RMH-1

HAFB

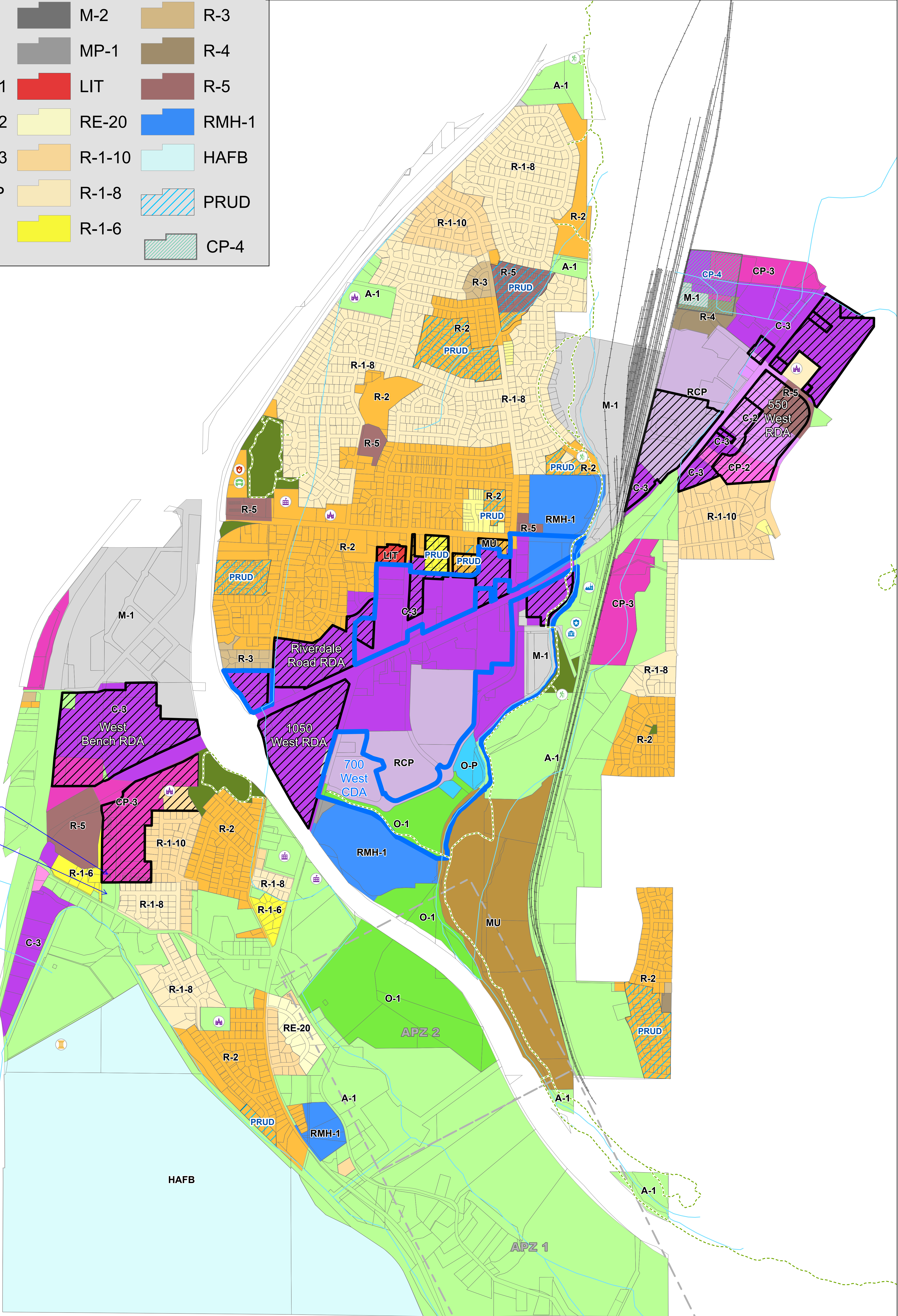
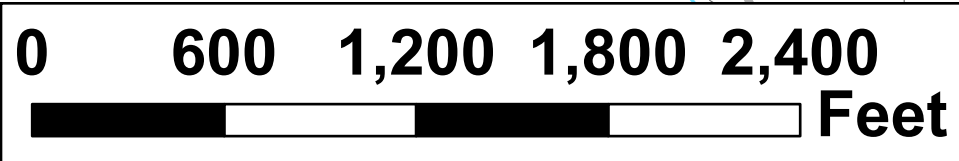
PRUD

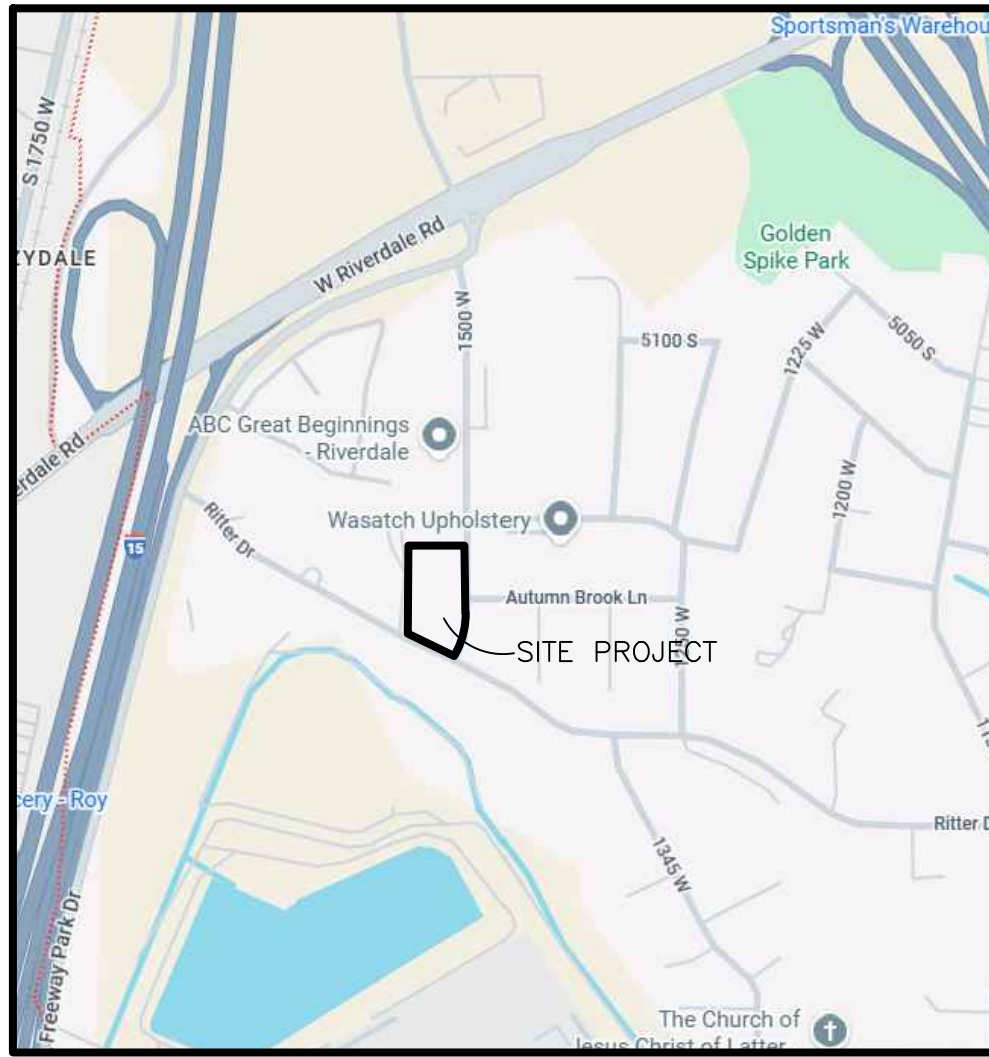
CP-4



Flex space units

Subject Lot





Vicinity Map
SCALE: NONE

Legend

- = BOUNDARY LINE
- = LOT LINE
- - - = ADJOINING PROPERTY
- - - = CENTERLINE
- - - = EASEMENTS

SITE DATA

Parcel.....085050004
Zone.....R-1-6
Total Area..... 58,141 S.F. (1.33 AC).
Commercial Lot.....39,321 S.F. (18.3%)
Parking.....30 stalls provided (2 ADA)
Building Area.....7,200 (18.3%)
Pavement.....22,246 S.F. (56.6%)
Landscape.....9,875 S.F. (25.1%)
Total Lots Proposed.....2 lots(18,820 SF (0.43 AC)
Residential Lot 1.....8,001 S.F. (0.18 AC)
Residential Lot 2.....10,819 S.F. (0.25 AC)

Scale: 1" = 30'



1500 West Street Subdivsion

Riverdale City, Weber County, Utah

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
TEL: (801) 821-3100 FAX: (801) 821-2666 www.reeveco



REVISIONS
DATE DESCRIPTION

1500 West Street Subdivision
PART OF THE SE 1/4 OF SECTION 13 T.5N., R.2W., S.1B. & M., U.S. SURVEY
RIVERDALE CITY, WEBER COUNTY, UTAH

Commercial Concept Plan

Project Info.

Engineer: N. Reeve
Planner: C. Cave
Designer: P. Toone
Date: 3-31-2026
Name: 1500 WEST STREET
SUBDIVISION
Number: 7888-02

Sheet 1
1 Sheets

LEGAL DESCRIPTION:

Part of the SE ¼ of section 13 T.5N., R.2W., S.L.B & M., U.S Survey Riverdale City, Weber County, Utah

PART OF THE SE.1/4, OF SECTION 13, T.5N., R.2W., S.L.B. & M.
1500 WEST STREET SUBDIVISION

IN RIVERDALE CITY
SCALE 1" = 50'

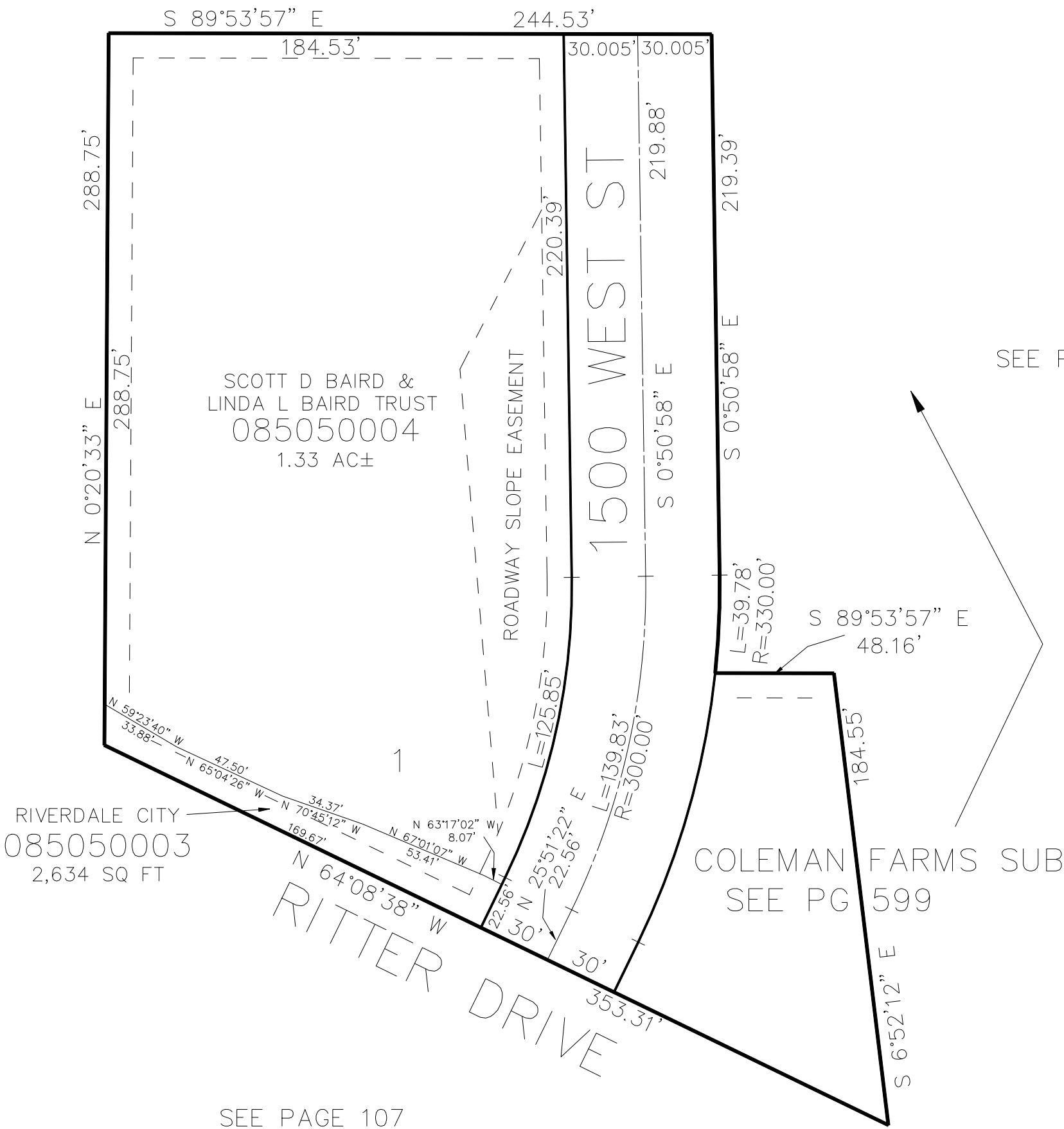
TAXING UNIT: 26

505

SEE PAGE 107

SEE PAGE 107

SEE PAGE 107



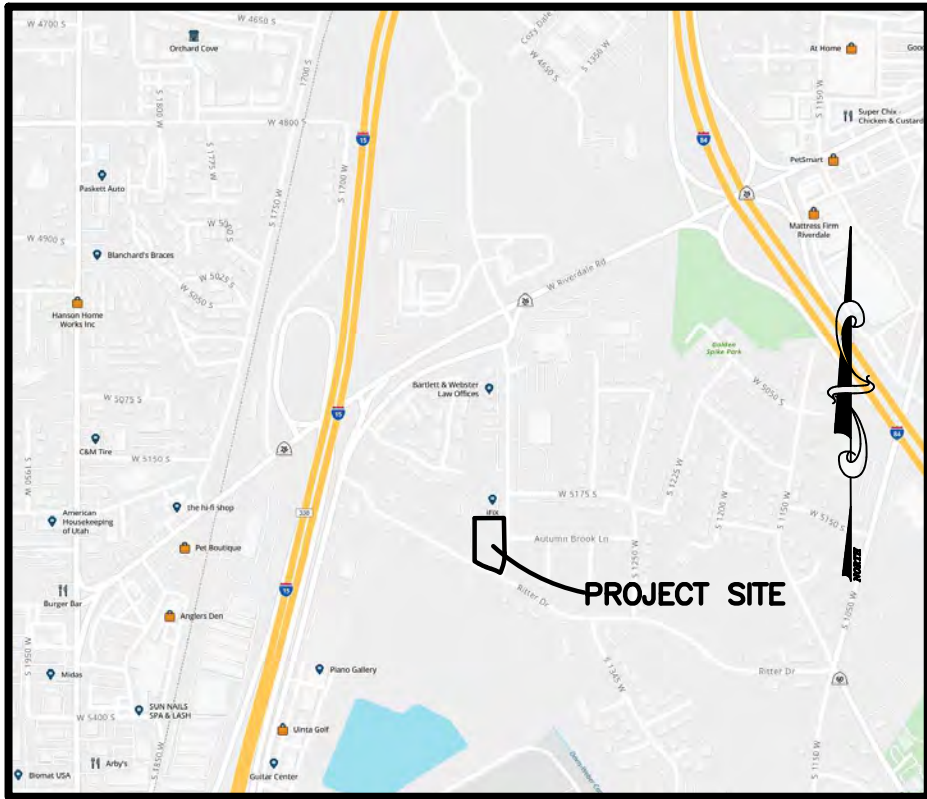
10' UTILITY & DRAINAGE EASEMENTS EACH
SIDE OF PROPERTY LINES AS INDICATED
BY DASHED LINES EXCEPT AS OTHERWISE
SHOWN.

FOR COMPLETE ENG DATA SEE
ORIGINAL DEDICATION PLAT IN
BOOK 70, PAGE 03 OF RECORDS.

ALTA/NSPS LAND TITLE SURVEY

1500 WEST RITTER DRIVE, RIVERDALE, UT 84405

PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
RIVERDALE CITY, WEBER COUNTY, UTAH
FEBRUARY, 2026



VICINITY MAP
NOT TO SCALE

DESCRIPTION FROM TITLE REPORT

PREPARED BY OLD REPUBLIC TITLE INSURANCE COMPANY AND ISSUED BY TITLE GUARANTEE, A TITLE INSURANCE AGENCY: FILE NO. 54429-AR, DATED OCTOBER 27, 2025:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF WEBER, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:
LOT 1, 1500 WEST STREET SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE WEBER COUNTY RECORDER, STATE OF UTAH.

LESS AND EXCEPTING THEREFROM: A PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT WHICH IS 2652.04 FEET SOUTH 00°36'33" WEST, THIS BEING THE CENTER OF SAID SECTION AS PRESENTLY MONUMENTED AND 7.49 FEET SOUTH 89°53'57" EAST AND 288.75 FEET SOUTH 00°20'33" WEST FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 13 AND RUNNING; THENCE SOUTH 64°08'38" EAST 169.67 FEET; THENCE NORTH 25°51'22" EAST 19.45 FEET; THENCE NORTH 63°17'02" WEST 8.07 FEET; THENCE NORTHWESTERLY 53.45 FEET ALONG A 410.00 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD BEARS NORTH 67°01'07" WEST 53.41 FEET); THENCE NORTH 70°45'12" WEST 34.37 FEET; THENCE NORTHWESTERLY 47.58 FEET ALONG A 240.00 FOOT RADIUS CURVE TO THE RIGHT (LONG CHORD BEARS NORTH 65°04'26" WEST 47.50 FEET); THENCE NORTH 59°23'40" WEST 33.88 FEET; THENCE SOUTH 00°20'33" WEST 16.59 FEET TO THE POINT OF BEGINNING.

EXCEPTIONS TO COVERAGE

PREPARED BY OLD REPUBLIC TITLE INSURANCE COMPANY AND ISSUED BY TITLE GUARANTEE, A TITLE INSURANCE AGENCY: FILE NO. 54429-AR, SCHEDULE B-II, DATED OCTOBER 27, 2025:

EXCEPTIONS #1-12, AND 15-16 ARE NOT SURVEY ITEMS AND CANNOT BE PLOTTED GRAPHICALLY.

13. EASEMENTS AND RIGHTS OF WAY OF RECORD OR ENFORCEABLE IN LAW AND EQUITY FOR ANY EXISTING ROADS, STREETS, ALLEYS, DITCHES, RESERVOIRS, UTILITIES, CANALS, PIPELINES, POWER, TELEPHONE, SEWER, GAS OR WATER LINES NOW EXISTING OVER, UNDER OR ACROSS SUBJECT PROPERTY.

(SURVEYOR'S NOTE: ALL KNOWN EXISTING ROADS, STREETS, ALLEYS, DITCHES, RESERVOIRS, UTILITIES CANALS, PIPELINES, POWER, TELEPHONE, SEWER, GAS OR WATER LINES NOW EXISTING OVER, UNDER OR ACROSS SUBJECT PROPERTY SHOWN HEREON. A 10' PUBLIC UTILITY AND DRAINAGE EASEMENT PLOTS ALONG THE WESTERLY, NORTHERLY, AND EASTERLY LINES OF SUBJECT PROPERTY; AND A ROADWAY SLOPE EASEMENT PLOTS ALONG THE EASTERLY LINE OF SUBJECT PROPERTY ACCORDING TO 1500 WEST STREET SUBDIVISION AS RECORDED IN THE WEBER COUNTY RECORDER'S OFFICE (ENTRY #2416141). A 10' PUBLIC UTILITY EASEMENT PLOTS ALONG THE SOUTHERLY LINE OF SUBJECT PROPERTY (ENTRY #2915066).)

14. EASEMENT AND RIGHT OF WAY UPON THE TERMS AND CONDITIONS THEREIN PROVIDED, IN FAVOR OF RIVERDALE CITY, RECORDED APRIL 13, 2018, AS ENTRY NO. 2915066, IN THE OFFICIAL RECORDS.

(SURVEYOR'S NOTE: 10' PUBLIC UTILITY EASEMENT PLOTS ALONG THE SOUTHERLY LINE OF SUBJECT PROPERTY.)

BENCHMARK

TOP OF 3" BRASS CAP FOR THE CENTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
VERTICAL DATUM 4473.38' (STATIC GPS)

FLOOD ZONE CLASSIFICATION

THE ENTIRE SUBJECT PROPERTY IS LOCATED WITHIN ZONE X (UNSHADED) PER FEMA FLOOD INSURANCE RATE MAP FOR WEBER COUNTY, UTAH, AND INCORPORATED AREAS MAP NO. 49057C0417F, EFFECTIVE DATE 6-2-2015. ZONE X (UNSHADED) IS DEFINED AS "AREAS OF MINIMAL FLOOD HAZARD."

SURVEYOR'S NARRATIVE

THIS SURVEY WAS REQUESTED BY REX SCHWAB OF SCHWAB PROPERTIES LLC FOR TITLE PURPOSES.

BRASS CAP MONUMENTS WERE FOUND FOR THE CENTER; EAST QUARTER CORNER; AND FOR A WITNESS CORNER TO THE EAST QUARTER CORNER FOR SECTION 13, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

A LINE BEARING NORTH 89°46'00" EAST BETWEEN THE CENTER AND EAST QUARTER CORNER OF SECTION 13 WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

1500 WEST STREET SUBDIVISION PREPARED BY CIVIL ENGINEERING CONSULTANTS, P.L.L.C., FOR RIVERDALE CITY AND THE SCOTT D. BARID AND LINDA L. BARID TRUST, DATED MAY 30, 2009, AND RECORDED JUNE 4, 2009, AS ENTRY #2416141; AND HAYWARD BUSINESS PARK SUBDIVISION 1ST AMENDMENT PREPARED BY REEVE & ASSOCIATES, INC., FOR MAFCO RIVERDALE LLC, AND RIVERDALE BUSINESS PARK LLC, DATED AUGUST 26, 2019, AND RECORDED MARCH 13, 2020, AS ENTRY #3040918 WERE USED AS REFERENCE FOR THIS SURVEY.

BOUNDARIES OF THE PARCELS WERE ESTABLISHED BY INFORMATION OF RECORD AND FOUND EVIDENCE OF OCCUPATION ON THE GROUND. THERE IS A 3.5' GAP BETWEEN SUBJECT PARCEL WEST LINE AND THE EAST LINE OF THE DEED FOR PARCEL 08-107-0022 (ENTRY NO 3223129).

PROPERTY CORNERS NOT FOUND ARE SET WITH A ¾" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES".

NOTES

NO ZONING REPORT OR LETTER WAS PROVIDED TO THE SURVEYOR BY THE CLIENT. (SEE TABLE A, ITEM 6)

NO STRUCTURES ARE FOUND WITHIN THE BOUNDARIES OF SUBJECT PARCEL. (SEE TABLE A, ITEM 7)

NO PARKING LOTS, SIGNS, BILLBOARDS, SWIMMING POOLS, LANDSCAPE AREAS, OR SUBSTANTIAL AREAS OF REFUSE ARE FOUND WITHIN THE BOUNDARIES OF SUBJECT PARCEL. (SEE TABLE A, ITEM 8)

THERE WERE 0 MARKED PARKING STALLS OBSERVED AND 0 MARKED ADA PARKING STALLS ON SITE AT TIME OF SURVEY. (SEE TABLE A, ITEM 9)

UTILITIES SHOWN ON THIS SURVEY ARE BASED ON PLANS AND/OR REPORTS PROVIDED BY THE CLIENT OR FROM THE VARIOUS UTILITY AGENCIES, OR MARKINGS COORDINATED BY THE SURVEYOR PURSUANT TO A PRIVATE UTILITY LOCATE REQUEST. THIS INFORMATION IS NOT TO BE RELIED ON AS ACCURATE OR EXACT. THE LOCAL UTILITY LOCATION COMPANY SHOULD BE CONTACTED PRIOR TO ANY CONSTRUCTION OR EXCAVATION. INFORMATION FROM THE SOURCES INDICATED ABOVE WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. OF THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS. TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY. (SEE TABLE A, ITEM 11)

NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. (SEE TABLE A, ITEM 16)

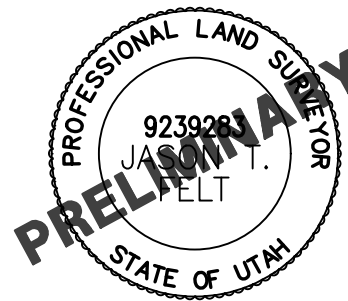
THERE IS NO EVIDENCE OF ANY CHANGE OF RIGHT-OF-WAY OR EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THIS SURVEY. (SEE TABLE A, ITEM 17)

ALTA/NSPS LAND TITLE SURVEYOR'S CERTIFICATE

TO OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; TITLE GUARANTEE, A TITLE INSURANCE AGENCY, LLC; SCHWAB PROPERTIES, LLC, A UTAH LIMITED LIABILITY COMPANY; AND SCOTT D. BAIRD AND LINDA L. BAIRD, TRUSTEE OF THE SCOTT D. BAIRD AND LINDA L. BAIRD TRUST AGREEMENT DATED JULY 2, 1997, OR TO ANY SUCCESSOR TRUSTEE DULY ACTING THEREUNDER:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b)(1)(2), 8, 9, 11(a), 13, 16, 17, AND 19 OF TABLE A THEREOF.

DATE OF FIELDWORK: 1-20-2026
DATE OF SURVEY: 2-18-2026
DATE SIGNED:
JASON T. FELT, P.L.S.
UTAH NUMBER: 9239283



REVISIONS	
DATE	DESCRIPTION

ALTA/NSPS LAND TITLE SURVEY
PART OF THE SOUTHEAST QUARTER OF SECTION 13, T.5N., R.2W., S.L.B.&M., U.S. SURVEY
RIVERDALE CITY, WEBER COUNTY, UTAH

SCHWAB PROPERTIES LLC PROPERTY
1500 WEST RITTER DRIVE, RIVERDALE, UT 84405

Project Info.

Surveyor: J. FELT

Designer: A. MULLINS

Begin Date: 2-2-2026

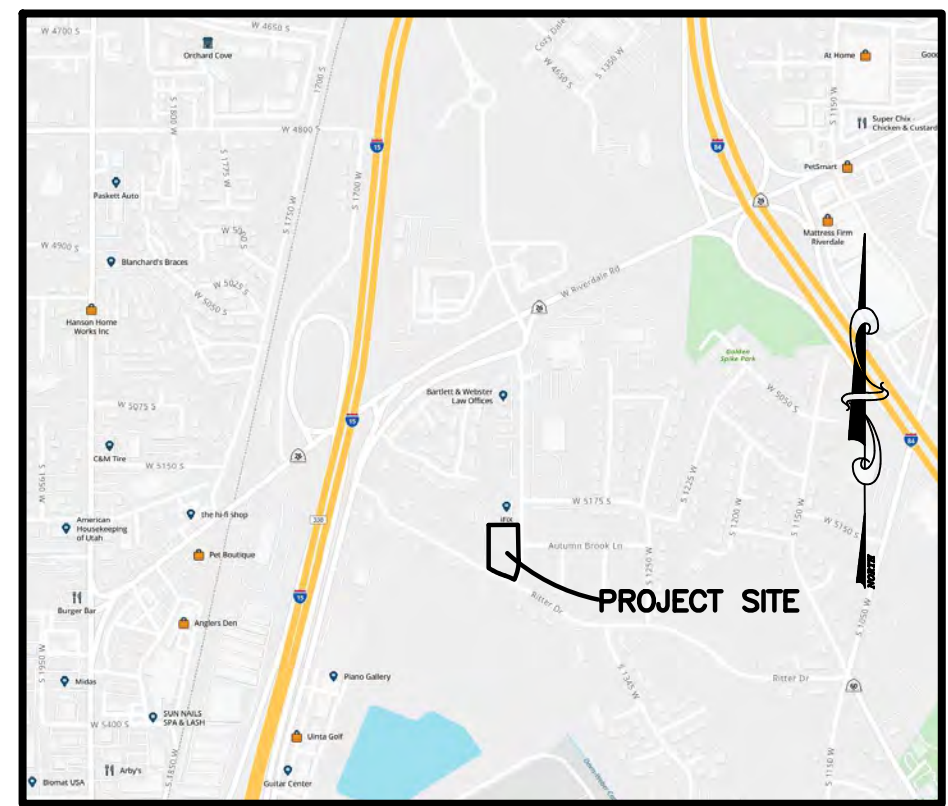
Name: NEW CITY HVAC ALTA/NSPS

Scale: 1"=20'

Checked:

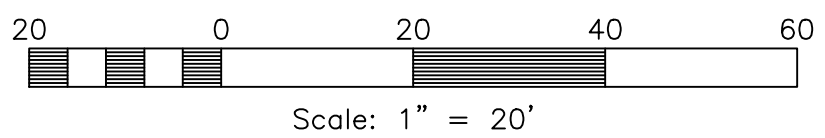
Number: 7888-02

FEBRUARY, 2026



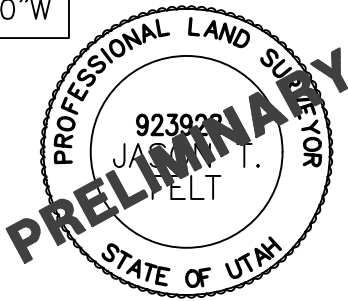
VICINITY MAP
NOT TO SCALE

	= SECTION CORNER
	= WITNESS CORNER
	= SET PLUG
	= SET 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
	= BOUNDARY LINE
	= ADJOINING PROPERTY
	= EASEMENTS
	= SECTION TIE LINE
	= FENCE LINE
P.U.&D.E.	= PUBLIC UTILITY & DRAINAGE EASEMENT
W.C.S.	= WEBER COUNTY SURVEY
	= EXISTING BUILDING
	= EXISTING CONCRETE
	= EXISTING PAVEMENT
— — EX.SD — —	= STORM DRAIN LINE
— — EX.SS — —	= SANITARY SEWER LINE
— — EX. OHP — —	= OVERHEAD POWER LINE
CB 	= CATCH BASIN
EMH 	= ELECTRICAL MANHOLE
FH 	= FIRE HYDRANT
LP 	= LIGHT POLE
SDMH 	= STORM DRAIN MANHOLE
SSMH 	= SANITARY SEWER MANHOLE
UP 	= UTILITY POLE
WM 	= WATER METER
WV 	= WATER VALVE



#	BEARING	DISTANCE
L1	S25°31'19"W	3.11'
L2	N63°36'56"W	8.08'

#	DELTA	RADIUS	LENGTH	CHD LTH	CHD BRG
C1	26°42'22"	270.00'	125.85'	124.71'	S12°10'10"W
C2	7°28'10"	410.00'	53.45'	53.41'	N67°21'01"W
C3	11°21'30"	240.00'	47.58'	47.50'	N65°24'20"W



REVISIONS	
DATE	DESCRIPTION

ALTA/NSPS LAND TITLE SURVEY

PART OF THE SOUTHEAST QUARTER OF SECTION 13, T.5N., R.2W., S.L.B.&M., U.S. SURVEY
RIVERDALE CITY, WEBER COUNTY, UTAH

SCHWAB PROPERTIES LLC PROPERTY

1500 WEST RITTER DRIVE, RIVERDALE, UT 84405

Project Info.

Surveyor: J. FELT

Designer: A. MULLINS

Begin Date: 2-2-2026

Name: NEW CITY HVAC
ALTA/NSPS

Scale: 1"=20'

Checked: _____

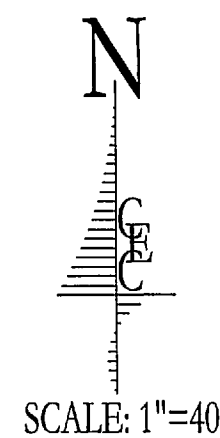
Number: 7888-02

Sheet	2
2	Sheets

1500 WEST STREET SUBDIVISION

A Part of the Southeast Quarter of Section 13,
Township 5 North, Range 2 West,
Salt Lake Base & Meridian
Riverdale City, Weber County, Utah

May 2009



OWNER'S CERTIFICATE AND CONSENT TO RECORD

Know to all persons at these presents, Riverdale City, Owner of a portion of the tract of land described as 1500 WEST STREET SUBDIVISION located on said tract of land, do hereby make this certificate that said owners have caused this survey to be made, and that this record of survey consisting of 1 sheet to be recorded. Said Owner has consented to and does hereby consent to the recordation of this Record of Survey map.

Signed this 29th day of MAY 2009.

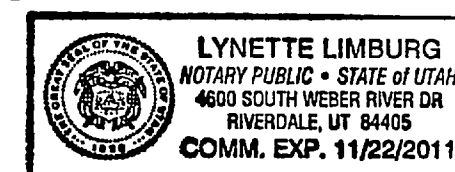
Owners: Larry Hansen Marilyn Banasky
Larry Hansen, Riverdale City Manager Marilyn Banasky, Riverdale City Recorder

ACKNOWLEDGMENT

State of Utah
County of Weber

On the 29th day of MAY 2009, personally appeared before me, who duly sworn, did say that they are the designated representatives of Riverdale City, owner, and that the forgoing "Owners Certificate and Consent to Record" was signed freely and voluntarily, and for the purposes therein expressed.

Lynette Limburg
Notary Public



Stamp

OWNER'S CERTIFICATE AND CONSENT TO RECORD

Know to all persons at these presents, Scott D. Baird and Linda L. Baird, trustees, of the Scott D. Baird and the Linda L. Baird Trust, Owners of a portion of the tract of land described as 1500 WEST STREET SUBDIVISION located on said tract of land, do hereby make this certificate that said owners have caused this survey to be made, and that this record of survey consisting of 1 sheet to be recorded. Said Owners have consented to and do hereby consent to the recordation of this Record of Survey map.

Signed this 30th day of June 2009.

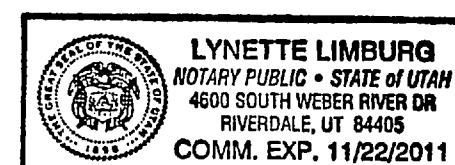
Owners: Scott D. Baird Linda L. Baird
Scott D. Baird, Trustee Linda L. Baird, Trustee

ACKNOWLEDGMENT

State of Utah
County of Weber

On the 30th day of June 2009, personally appeared before me, who duly sworn, did say that they are the Owners, and that the forgoing "Owners Certificate and Consent to Record" was signed for the purposes therein expressed.

Lynette Limburg
Notary Public



Stamp

drawing date: 28 May 2009

Civil Engineering Consultants, PLLC.
5141 SOUTH 1500 WEST
RIVERDALE, UTAH 84405
801.866.0550

RIVERDALE CITY PLANNING COMMISSION

Approved by the Riverdale City Planning Commission on this 28th day of April 2009.

Signed this 4 day of June 2009.

Chairman, Riverdale City Planning Commission

RIVERDALE CITY APPROVAL

This is to certify that this plat, and the dedication offered herein, are approved and accepted by the City Council of Riverdale City this 29th day of May 2009.

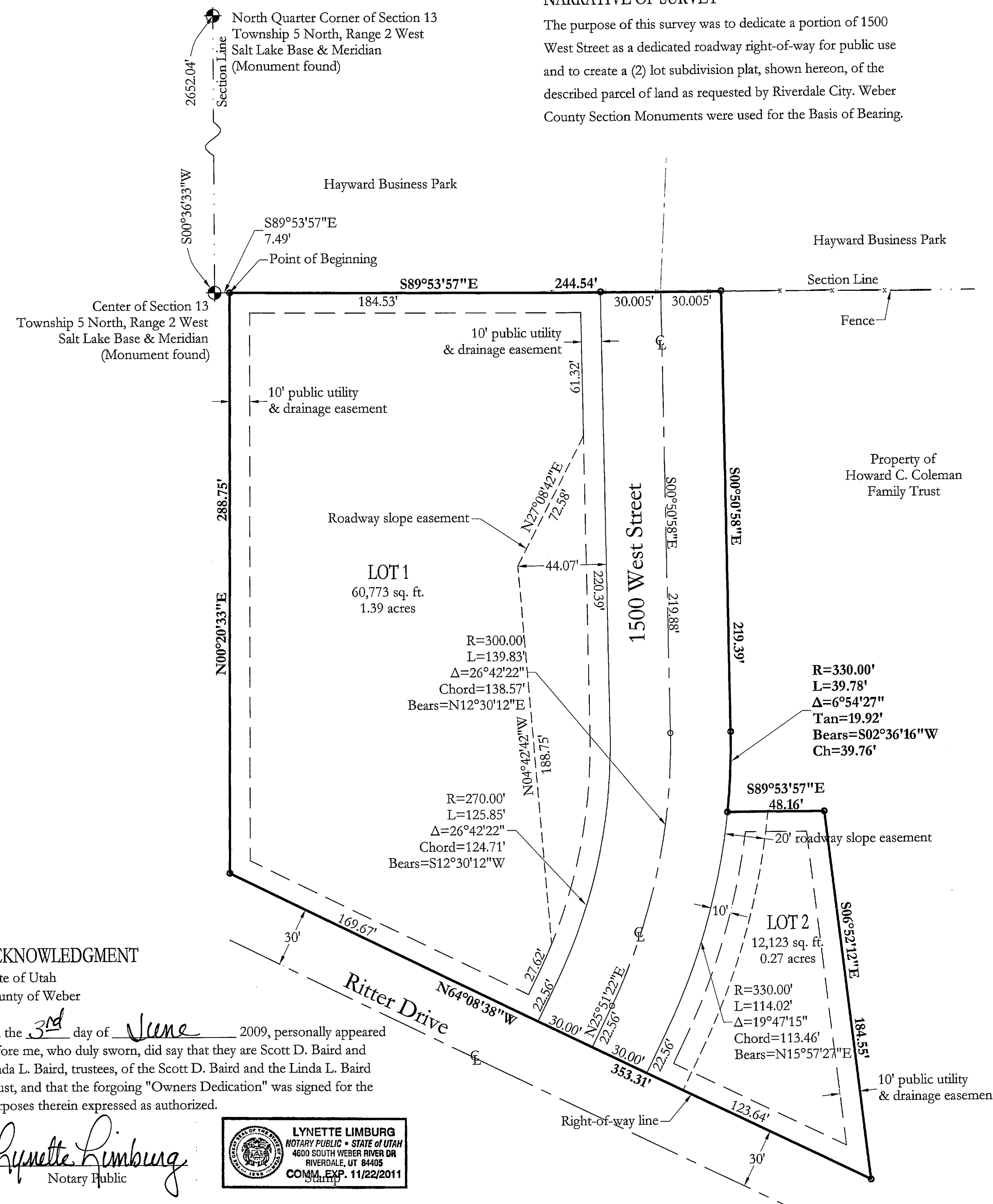
Mayor
Riverdale City Mayor

Attest: Marilyn Banasky
Riverdale City Recorder



NARRATIVE OF SURVEY

The purpose of this survey was to dedicate a portion of 1500 West Street as a dedicated roadway right-of-way for public use and to create a (2) lot subdivision plat, shown hereon, of the described parcel of land as requested by Riverdale City. Weber County Section Monuments were used for the Basis of Bearing.

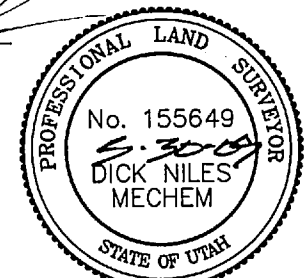


SURVEYORS CERTIFICATE

I, Dick N. Mechem, do hereby certify that I am a registered land surveyor, and that I hold license number 155649, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have directed a survey of the tract of land as shown on this plat as described below and that the referenced markers shown on this plat are located as indicated and are sufficient to retrace or restore this survey, that the information shown herein is sufficient to accurately establish that lateral boundaries of the below described tract of real property, located on said tract.

Signed this 29th day of May 2009.

Dick N. Mechem
Dick N. Mechem
License No. 155649



BOUNDARY DESCRIPTION

Being a part of the Southeast Quarter of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian, and described as follows:

Beginning at a point on the North line of said Southeast Quarter said point being S00°36'33"W along the Quarter Section line 2,652.04 feet, this being the Center of said Section as presently monumented, and S89°53'57"E (S89°54'16"E current Weber County bearing sheet) along said Quarter Section line 7.49 feet from the North Quarter corner of said Section 13, and running: Thence S89°53'57"E along the North line of said Quarter Section, 244.54 feet, Thence S00°50'58"E 219.39 feet; Thence along the arc of a curve to the right having a radius of 330.00 feet a distance of 39.78 feet, long chord bears S02°36'16"W 39.76 feet; Thence S89°53'57"E 48.16 feet; Thence S06°52'12"E 184.55 feet, to the North line of Ritter Drive, Thence N64°08'38"W along said North line, 353.31 feet; Thence N00°20'33"E 288.75 feet to the point of beginning.

Contains: 95,832 sq ft or 2.20 acres

OWNER'S DEDICATION

Know to all persons that this document presents, that Riverdale City, a Municipal Corporation, acknowledged by the undersigned designated representatives of Riverdale City, that Riverdale City the owner of a portion of the above described tract of land and Scott D. Baird and Linda L. Baird, trustees, of the Scott D. Baird and Linda L. Baird Trust, the owner of a portion of the above described tract of land, does hereby dedicate for perpetual use by the public all parcels of land shown on this plat, hereafter known as 1500 WEST STREET SUBDIVISION, as intended as a public thoroughfare and a public utility easement forever, for the public access and public utility use, and warrant, defend and save the City harmless against any encumbrances on the dedicated street, which interfere with the City's use, operation, and maintenance of the said street.

Signed this 29th day of MAY 2009.

Owners: Larry Hansen
Larry Hansen, Riverdale City Manager

Marilyn Banasky
Marilyn Banasky, Riverdale City Recorder

Scott D. Baird
Scott D. Baird, Trustee

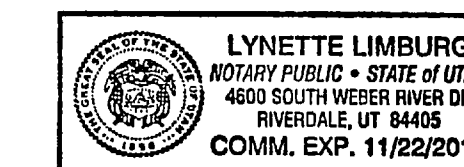
Linda L. Baird
Linda L. Baird, Trustee

ACKNOWLEDGMENT

State of Utah
County of Weber

On the 29th day of MAY 2009, personally appeared before me, who duly sworn, did say that they are the designated representative of Riverdale City, and that the forgoing "Owners Dedication" was signed freely and voluntarily, and for the purposes therein expressed as authorized by the Riverdale City Council and Mayor.

Lynette Limburg
Notary Public



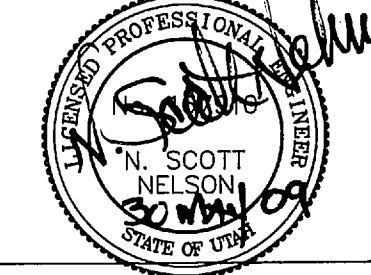
Stamp

RIVERDALE CITY ENGINEER

I hereby certify that I have carefully investigated the line of survey of the foregoing Plat and legal description of the land embraced therein, and find them to be correct and agree with the lines and monuments of record in this office.

Signed this 30th day of May 2009.

Scott Nelson
Riverdale City Engineer



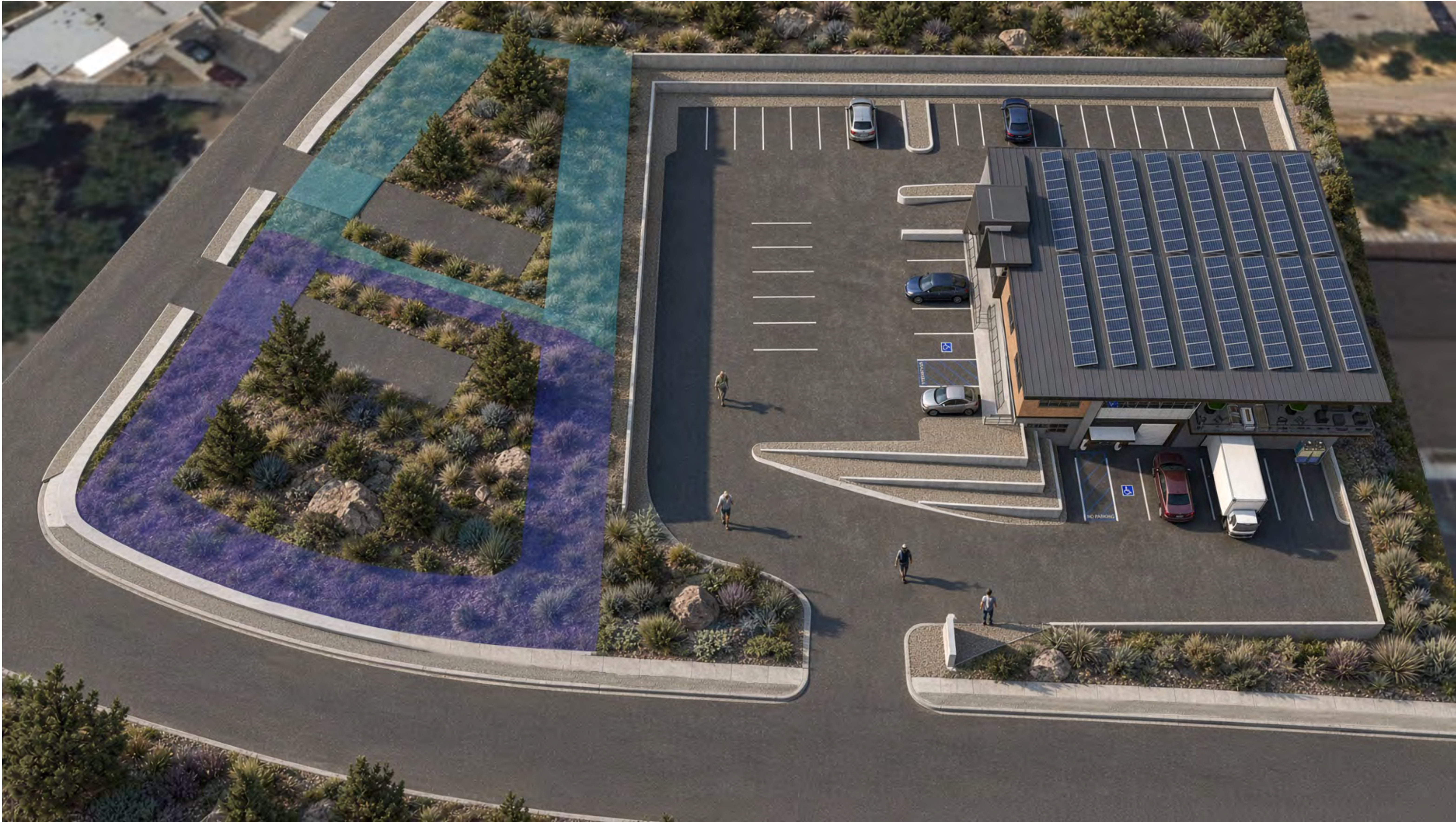
WEBER COUNTY RECORDER

Entry No. 2416141 fee paid \$32.00 filed for record and recorded 04-JUN-2009 at 3:37pm in book 78 of official records page 03. Recorded for RIVERDALE CITY

By: Ernest D. Rowley
County Recorder



New Development For:
NEW CITY MECHANICAL
5187 1500W
RIVERDALE UT 84405





MOUNTAIN WEST
ARCHITECTURE

SEAL:

REV	DATE	DESCRIPTION
1	8-17-2026	PLANNING SUBMITTAL
2	9-18-2026	PLANNING SUBMITTAL

PROJECT:

A NEW BUILDING FOR:
NEW CITY MECHANICAL
5187 1500 W
RIVERDALE, UT, 84405

MOUNTAIN WEST ARCHITECTURE | 543 25TH STREET - OGDEN, UTAH 84401 | PH: 801-388-6052 | www.mountainwestarchitecture.com

SHEET TITLE:

OVERALL SITE
PERSPECTIVE / COVER

PROJECT: CM-XXX

SHEET NUMBER:

A-201

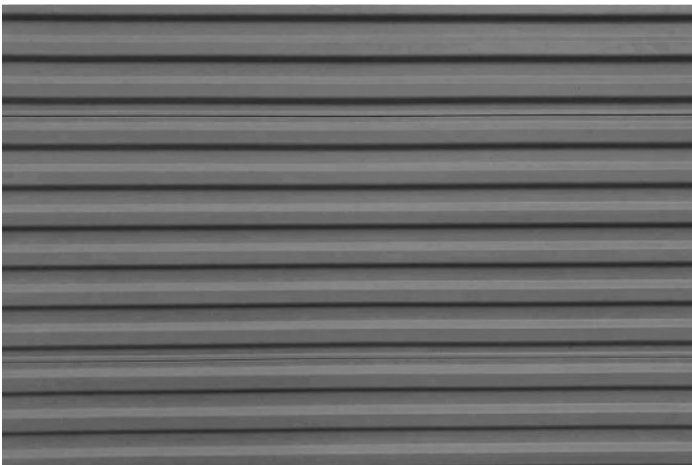
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1 EAST ELEVATION
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2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



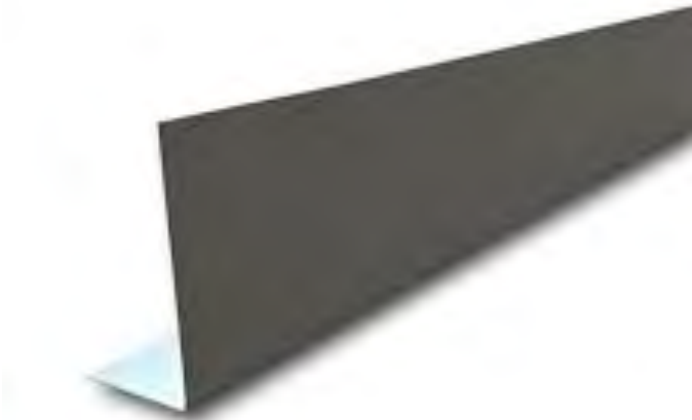
HORIZONTAL METAL SIDING -
GRAPHITE



VERTICAL METAL SIDING -
NICKEL



CHAMCLAD SHADOWLINE
VINYL SIDING
OR
SUSTAINABLE CEDAR WOOD
PLANK SIDING



EXTRA DARK BRONZE
ALUMINUM FASCIA AND TRIM



ANODIZED ALUMINUM
STOREFRONT DOORS AND
WINDOWS W/ LOW-E GLAZING
AND GRAY TINTED GLASS



SEAL:

REV	DATE	DESCRIPTION
1	8-17-2026	PLANNING SUBMITTAL
2	9-16-2026	PLANNING SUBMITTAL

PROJECT:
A NEW BUILDING FOR:
NEW CITY MECHANICAL
5187 1500 W
RIVERDALE, UT, 84405
MOUNTAIN WEST ARCHITECTURE | 543 25TH STREET - OGDEN, UTAH 84401 | PH: 801-388-6052 | www.mountainwestarchitecture.com

SHEET TITLE:
EXTERIOR
ELEVATIONS/BUILDING
SECTIONS
PROJECT: CM-XXX

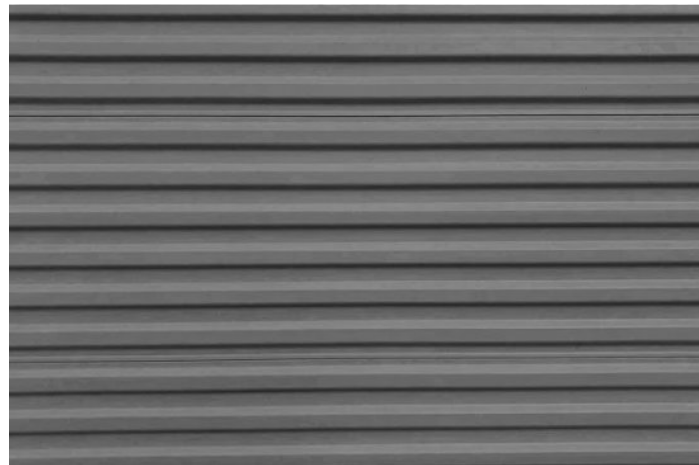
SHEET NUMBER:
A-202
DO NOT SCALE DRAWING



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2 WEST ELEVATION
SCALE: 1/4" = 1'-0"



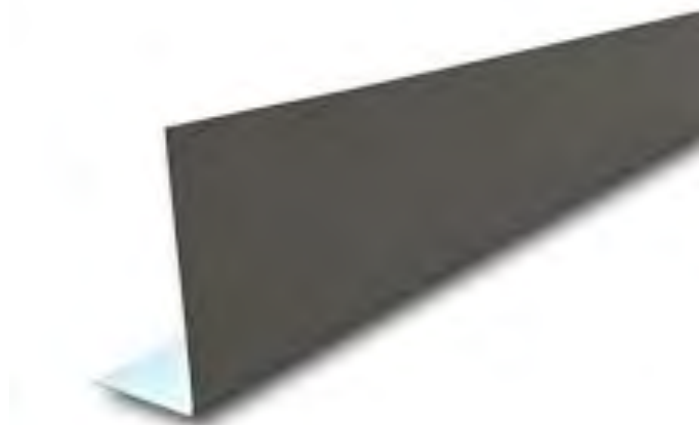
HORIZONTAL METAL SIDING - GRAPHITE



VERTICAL METAL SIDING - NICKEL



CHAMCLAD SHADOWLINE VINYL SIDING OR SUSTAINABLE CEDAR WOOD PLANK SIDING



EXTRA DARK BRONZE ALUMINUM FASCIA AND TRIM



ANODIZED ALUMINUM STOREFRONT DOORS AND WINDOWS W/ LOW-E GLAZING AND GRAY TINTED GLASS

MOUNTAIN WEST ARCHITECTURE

SEAL:

REV	DATE	DESCRIPTION
	8-17-2026	PLANNING SUBMITTAL
	9-16-2026	PLANNING SUBMITTAL

PROJECT:

A NEW BUILDING FOR:
NEW CITY MECHANICAL
5187 1500 W
RIVERDALE, UT 84405

MOUNTAIN WEST ARCHITECTURE | 543 25TH STREET - OGDEN, UTAH 84401 | PH: 801-388-6052 | www.mountainwestarchitecture.com

SHEET TITLE:

EXTERIOR ELEVATIONS

PROJECT: CM-XXX

SHEET NUMBER:

A-203

DO NOT SCALE DRAWING





MOUNTAIN WEST
ARCHITECTURE

SEAL:

REV	DATE	DESCRIPTION
8-17-2026	PLANNING SUBMITTAL	
9-16-2026	PLANNING SUBMITTAL	

PROJECT:

A NEW BUILDING FOR:
NEW CITY MECHANICAL
5187 1500 W
RIVERDALE, UT, 84405
MOUNTAIN WEST ARCHITECTURE | 543 25TH STREET - OGDEN, UTAH 84401 | PH: 801-388-6052 | WWW.MOUNTAINWESTARCHITECTURE.COM

SHEET TITLE:

PERSPECTIVE
RENDERINGS

PROJECT: CM-XXX

SHEET NUMBER:

A-204

DO NOT SCALE DRAWING



Body: Planning Commission
Topic: **Rural Communities Opportunity Grant**
Application for StringTown Flex

Department: **Community Development**
Director: Brandon Cooper
Staff/Presenter: Brandon Cooper
Contact: bcooper@riverdaleutah.gov

ITEM TYPE

- ☒ Action Item
- ☐ Public Hearing
- ☐ Discussion Item
- ☐ Information Item
- ☐ Other _____

REQUESTED ACTION

Consider forwarding a favorable recommendation to the City Council to approve submission of a \$600,000 Rural Communities Opportunity Grant (RCOG) application for StringTown Flex and a proposed \$150,000 matching contribution, for a total predevelopment budget of \$750,000.

EXECUTIVE SUMMARY

StringTown Flex is envisioned as an approximately 150-acre business park with approximately 20 lots ranging from 5.070 to 7.911 acres. The project would provide flexible business space supported by coordinated infrastructure and access, creating opportunities for business recruitment, job creation, and private investment. It would broaden Riverdale's employment and tax base while complementing the City's strong retail economy.

The proposed grant would fund design and engineering, geotechnical investigations, traffic and access analysis, and related infrastructure planning. The work would establish a district development framework and advance civil design for an initial phase. The proposed \$150,000 match would be provided through eligible RDA funding, subject to City Council and RDA Board approval and confirmation of the funding source.

REQUESTED TIMELINE:

Planning Commission Meeting – October 27, 2026
City Council Meeting – November 4, 2026



POTENTIAL ACTIONS:

Following discussion and review, the Planning Commission shall make a **recommendation to the City Council** to:

- Recommend **APPROVAL** of the proposed RCOG grant application;
- Recommend **APPROVAL WITH MODIFICATIONS** of the proposed RCOG grant application; or
- Recommend **DENIAL**, supported by findings fact.

STAFF CONCLUSION

Staff recommends a favorable recommendation.

Attachments

Concept Project Map
Grant Application Requirements
Letter of Support – PC Chair

Utah Code Section 63N-4-802 establishes the Rural Opportunity Program and instructs the Governor's Office of Economic Development (GOED) to administer the program. It further directs that the Rural Opportunity Advisory Committee (created by Section 63N-4-804) oversee the funding opportunities available through this program. The Rural Opportunity Program contains several funding opportunities including the Rural Communities Opportunity Grant (RCOG).

Rural Communities Opportunity Grant—FY 2027

For the purpose of this grant, a "Rural Community" means a rural county or rural municipality as defined by Section 63N-4-801. An "Association of Governments" (AOG) means an association of political subdivisions of the state, established pursuant to an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act and as defined by the same section as above.

ELIGIBLE COMMUNITIES

Rural communities eligible for RCOG included:

- Counties of the third*, fourth, fifth, and sixth class
- Cities, towns, and metro townships located within those counties
- Municipalities with a population of 10,000 or less in counties of the second class
- Associations of Governments established in the State of Utah

(See Appendix A)

**Counties of the third class are eligible for RCOG if the county of the third class has no municipality with a population of 100,000 or more (63N-4-801(9)(b)). Washington County, a third-class county, does not qualify for the RCOG because it has a city with a population greater than 100,000. Cities within Washington County, other than St. George, also qualify for RCOG.*

GRANT PURPOSE

The RCOG empowers eligible entities to take responsibility for economic development planning, projects, and activities, and to manage their own unique opportunities. The grant is designed to address the economic development needs of rural communities, including:

- Business recruitment, development, and expansion;
- Workforce training and development; and
- Infrastructure, industrial building development, and capital facilities improvements for business development.

Grant funding is competitive and requires matching funds from awardees. A municipality, city, town, metro township, county, or AOG may receive up to \$600,000. Rural counties may receive grant funds from the RCOG exceeding the \$200,000 distributed to them under the Rural County Grant (RCG), but they may not receive more than \$800,000 of state funds per fiscal year.

AOGs may be awarded up to 20 percent of the overall RCOG funding in a given fiscal year; however, that 20 percent of the funding is not a set-aside amount for AOGs applying for this grant. AOGs will compete against all other qualified applicants for the same pool of available funds, and will be judged by the same application, evaluation, and award standards as all other qualified applicants.

In order to qualify for this grant, AOGs must also receive buy-in from all of the counties represented by the AOG and demonstrate that each county has approved the request for grant funds per Utah Code Section 63N-4-802(4)(e). Evidence of approval consists of letters of agreement from each county within an AOG's region. AOGs that include counties of the first or second class are also eligible to apply for the RCOG, but must propose a project or projects that address the needs of rural communities within their association.

QUALIFYING REQUIREMENTS

1. A rural county must form and have a functioning County Economic Opportunity Advisory Board (CEO Board). A rural municipality must have a functioning planning and zoning commission, or a duly organized municipal economic opportunity advisory board or commission, that will fulfill the same advisory requirements as a CEO Board. An AOG's General Board must also fulfill the same advisory requirements as a CEO Board as it pertains to eligibility for this grant (*see Appendix B*).
2. A formal application must be submitted by the community legislative body or AOG through GOED's designated application portal.
3. The application must include a description of anticipated economic development projects and activities approved by the legislative body and recommended by the CEO Board, or the commission or general board acting in the same advisory role. This description must include the following:
 - Scope of Work;
 - Deliverables and Outcomes
 - Project and Activities Budget; and
 - Timeline for completion
4. The applying community or AOG must demonstrate a funding match, which may be provided by any of the following sources:
 - A community reinvestment agency
 - A redevelopment agency
 - A community development and renewal agency
 - A private-sector entity
 - A nonprofit entity
 - A federal matching grant
 - A county or municipality general fund match

For counties, a funding match must total:

- 10% match for a county of the sixth class;
- 20% match for a county of the fifth class;
- 30% match for a county of the fourth class; or
- 40% match for a county of the third class

For municipalities in any rural county classification—including within the second class— a funding match must total:

- 10% match for a town;
- 20% match for a municipality of the fifth class;
- 30% match for a municipality of the fourth class; or
- 40% match for a municipality of the third class.

For AOGs, the match requirement is 40%.

5. The applying community or AOG must provide verification of compliance with the reporting requirements of the Rural Opportunity Advisory Committee, and verification of reporting requirements for all previous years the community or AOG has received an RCOG or an RCG.
6. If a community or AOG has not entered into a previous RCOG or RCG, it must agree to the Office's annual reporting requirements if a grant is awarded.

APPLICATION

GOED will open an online portal application once each fiscal year to eligible communities and AOGs. If the applicant is a county, it will be encouraged to design new economic development projects and activities, and budget grant funding based on the economic development needs of the county, including the needs of cities and towns within its boundaries. If the applicant is a rural municipality, it will be encouraged to design new economic development projects and activities, and budget grant funding based on its economic development needs. If the applicant is an AOG, it will be encouraged to design new economic development projects and activities, and budget grant funding based on regional economic development needs within its boundaries. The basic elements of the RCOG application can be found in *Appendix E*.

As the RCOG is a competitive funding opportunity, each application will be scored based on the quality of the application, the proposed budget, the economic development projects and activities described therein, and the purposes, goals, and measurable outcomes related to improving the business economy. Each applicant must justify the economic development needs for the grant and the dollar amount requested.

The application period will be determined by the Office each year. The application will take into account verification of compliance with annual reporting requirements of previous RCG and/or RCOG awards. Annual reporting is due each year prior to the opening date of a new RCOG application. A rural county that has not complied with RCG reporting requirements will not be eligible to apply for the RCOG. No community or AOG will be eligible to apply for the RCOG if a previously awarded RCG or RCOG contract is still open and incomplete, or if they have not complied with annual reporting requirements.

Applications will be reviewed and scored by the GOED staff and the Rural Opportunity Advisory Committee (Advisory Committee). For information regarding the Advisory Committee, *see Appendix D*. Limited funds and the number of quality applications will factor into the overall number of grants

awarded and the amounts awarded to each recipient. Due to these limitations, an applicant may, 1) receive the full award of the grant funds requested, 2) may be asked to accept a lower funding amount than is requested, and adjust its proposed plan accordingly, or 3) may not be awarded a grant. Submitting an application does not guarantee a grant award.

Prioritization

The Advisory Committee may prioritize applications that demonstrate any combination of the following:

1. The community or AOG has, or is actively pursuing the creation of, an effective strategic economic development plan;
2. Consistency with local economic development priorities;
3. Economic need;
4. Utilization of local financial resources in combination with a grant;
5. Evidence that jobs will be created; and
6. Evidence that there will be a positive return on investment.

HOW TO SUBMIT AN APPLICATION

The RCOG application can be accessed by visiting the GOED website's Rural Communities Opportunity Grant webpage at <https://business.utah.gov/rural/rcog/> and selecting the "Apply Now" button. All instructions to successfully apply for the grant are available on the Rural Communities Opportunity Grant webpage and will be included in the application.

CONTRACTS AND TERMS

Upon application approval, the State of Utah and the applying rural community or AOG will enter into a contract for the RCOG. Contract periods are set for two years from the time of approval. All projects and activities under the grant must be completed within the 24-month period of the contract. No community or AOG may have more than one RCOG contract open at a time. An awarded community or AOG must complete the projects and activities of an initial grant and meet all reporting requirements before applying for another grant.

Because the RCOG is subject to competitive review against other rural community applications, and because applications will require significant planning and budgeting, amending an awarded contract to altogether different projects or activities is highly discouraged. Any attempt to amend a contract and change projects or activities once a contract is finalized will require an appeal to and review by the administering staff of GOED and the Rural Opportunity Advisory Committee. Final approval of a contract amendment will ultimately be given at the discretion of the GOED Executive Director. In the event of hardship or other unforeseen economic circumstances, a grant recipient may appeal to the Rural Opportunity Advisory Committee for an extension beyond the 24-month period of this grant, and await final approval from the GOED Executive Director.

GRANT FUND DISTRIBUTION

Grant funds under the RCOG will be distributed to each awarded rural community or AOG after application approval. Funds will be distributed on a 75/25 basis, meaning 75% of grant funds will be delivered upon application approval and contract finalization between the community or AOG and the State of Utah. The remaining 25% of funds will be delivered upon GOEDs receipt of satisfactory evidence of the completion of economic development projects and activities as proposed by the applicant and set forth in the grant contract.

Grant recipients will make requests for the disbursement of the remaining 25% of grant funds using the Office's online application portal. The GOED Compliance Department will identify key benchmarks from each contract to determine whether the economic development projects and activities are complete and the applicant has provided sufficient evidence to support that claim. The key elements to determine benchmarks will come from the grant recipient's submitted Scope of Work, Deliverables and Outcomes, Budget, and Timeline recorded in their contract, as well as from their annual reports. Proof of expenditure of all grant funds and matching funds is required.

REPORTING REQUIREMENTS

Each CEO Board within a county, or the commission or general board acting in the same advisory role as a CEO Board, shall assist and advise the community legislative body or AOG with compliance to reporting requirements for grant money received under the program, and as required by the Rural Opportunity Advisory Committee (*see Appendix C*). Annual reports are due each year an RCOG contract is in effect. The Office will inform grant recipients of annual reporting time periods and requirements each year.

Appendix A

Qualified Rural Communities and Associations of Governments

Rural communities eligible for the Rural Communities Opportunity Grant (RCOG) include: counties of the third*, fourth, fifth, and sixth class; cities, towns, and metro townships located in counties of the third, fourth, fifth, and sixth class; and municipalities with a population of 10,000 or less in counties of the second class. The seven AOGs established in the State of Utah are also eligible to apply for the RCOG.

Qualified Rural Counties, by classification (State Code 17-50-501), are:

Counties of the Third Class (Populations from 40,000 to 259,999)

- Washington County*
- Cache County
- Tooele County
- Box Elder County
- Iron County
- Summit County

Counties of the Fourth Class (Populations from 12,000 to 39,999)

- Uintah County
- Wasatch County
- Sanpete County
- Sevier County
- Carbon County
- Duchesne County
- San Juan County
- Millard County
- Morgan County
- Juab County

Counties of the Fifth Class (Populations from 5,000 to 11,999)

- Emery County
- Grand County
- Kane County
- Beaver County
- Garfield County

Counties of the Sixth Class (Populations less than 5,000)

- Wayne County
- Rich County
- Piute County
- Daggett County

**Counties of the third class are eligible for RCOG if the county of the third class has no municipality with a population of 100,000 or more (63N-4-801(9)(b)). Washington County, a third-class county, does not qualify for the RCOG because it has a city with a population greater than 100,000.*

Qualified Rural Municipalities, within a county of the third, fourth, fifth, or sixth class by classification (State code 10-2-301), are as follows:

- A municipality with a population of 30,000 or more but less than 65,000 is a city of the third class.
- A municipality with a population of 10,000 or more but less than 30,000 is a city of the fourth class.
- A municipality with a population of 1,000 or more but less than 10,000 is a city of the fifth class.
- A municipality with a population under 1,000 is a town.

**Cities within Washington County, other than St. George, also qualify for RCOG.*

Qualified cities and towns, in counties of the second class with populations less than 10,000 (FY 2027):

Davis County

- Fruit Heights
- South Weber
- Sunset City
- West Bountiful

Utah County

- Cedar Fort
- Cedar Hills
- Elk Ridge
- Fairfield
- Genola
- Goshen
- Woodland Hills

Weber County

- Farr West
- Harrisville
- Hooper
- Huntsville
- Marriott-Slaterville
- Plain City
- Riverdale
- Uintah
- Washington Terrace

Qualified Associations of Governments:

- Bear River Association of Governments (BRAG)
- Five County Association of Governments

- Mountainlands Association of Governments (MAG)
- R6; formerly known as Six County Association of Governments
- Southeastern Regional Development Agency (SERDA); formerly known as Southeastern Utah Association of Local Governments
- Uintah Basin Association of Governments (UBAG)
- Wasatch Front Regional Council (WFRC)

Appendix B

County Economic Opportunity Advisory Board (CEO Board) _

"CEO Board" means a County Economic Opportunity Advisory Board as described in Utah Code Section 63N-4-803.

**Note: For a municipality to qualify for a Rural Communities Opportunity Grant it must have a functioning planning and zoning commission, or a duly organized municipal economic opportunity advisory board or commission, that will act under the same advisory requirements as a CEO Board. An Association of Governments' General Board must act under the same advisory requirements as a CEO Board as it pertains to eligibility for this grant.*

Each rural county that seeks to obtain a Rural Communities Opportunity Grant shall create a CEO Board composed of at least the following members appointed by the county legislative body:

- a county representative;
- a representative of a municipality in the county;
- a workforce development representative;
- a private-sector representative; and
- a member of the public who lives in the county.

The county legislative body may appoint additional members with experience or expertise in economic development matters. In appointing members to the CEO Board, the county legislative body may consider gender and socioeconomic diversity.

Each CEO Board shall assist and advise the county legislative body on:

- applying for a Rural Communities Opportunity Grant;
- what projects should be funded by grant money provided to a rural county under the program; and
- preparing reporting requirements for grant money received by a rural county under the program.

CEO Boards are subject to the Utah Open and Public Meetings Act (52-4-101-104, 201-210, 301-304), and are expected to abide by ethics in governance, and conflict of interest practices.

Appointment and Terms of CEO Board Members

- Appointment and Terms:
 - The county legislative body shall appoint each new member or reappointed member to a four-year term. It is encouraged that an appointed member of the CEO Board be limited to serving two (2) consecutive terms.
 - The county legislative body shall, at the time of appointment or reappointment, adjust the length of terms to ensure that the terms of advisory committee members appointed

by the county legislative body are staggered so that approximately half of the appointed advisory committee members are appointed every two years.

- The CEO Board shall elect a chair of the advisory board. It is encouraged that a CEO Board Chair serves for no more than two (2) consecutive years.
- The CEO Board shall elect annually a vice chair from the advisory board's members.
- When a vacancy occurs in the membership for any reason, the county legislative body shall appoint the replacement for the unexpired term.
- A majority of the CEO Board constitutes a quorum for the purpose of conducting advisory board business and the action of a majority of a quorum constitutes the action of the advisory committee.

The following statement will be added to Rural Communities Opportunity Grant contracts beginning in fiscal year 2026:

For the purposes of this Rural Communities Opportunity Grant program, County elected officials shall not be appointed to, or serve on, County Economic Opportunity Advisory Boards. GOED may withhold grant funding if an elected county official serves on, or served on, a County Economic Opportunity Advisory Board during the contracted term.

Appendix C

Rural Communities Opportunity Grant Reporting Requirements

On or before a date designated by the Office each year, a rural community or an Association of Governments (AOG) that has received a grant under this program in the previous 12 months shall provide a written report to the Advisory Committee that describes:

- The amount of grant money the community or AOG has received;
- How grant money has been distributed by the community or AOG, including:
 - which companies or entities have utilized grant money;
 - how much grant money each company or entity has received; and
 - how each company or entity has used the money;
- An evaluation of the effectiveness of awarded grants in improving economic development in the community or AOG, including:
 - the number of jobs created;
 - infrastructure created; and
 - capital improvements in the community or AOG;
- How much matching money has been utilized by the community or AOG, and what entities or sources have provided the matching money; and
- Any other reporting, auditing, or post-performance requirements established by the Governor's Office of Economic Development in collaboration with the Advisory Committee.

Appendix D

Responsibilities of the Rural Opportunity Advisory Committee

"Advisory Committee" means the Rural Opportunity Advisory Committee created in Section 63N-4-804.

Rural Communities Opportunity Grant (RCOG) Grant

Oversight

This grant program shall be overseen by the Rural Opportunity Advisory Committee and administered by the Governor's Office of Economic Development. In overseeing the grant program, the Advisory Committee shall advise and make recommendations to the office regarding grant awards. The Advisory Committee shall recommend grant awards for rural communities to address economic development needs, including:

- Business recruitment, development, and expansion;
- Workforce training and development; and
- Infrastructure, industrial building development, and capital facilities improvements for business development.

Rules and Reporting Criteria

The Advisory Committee shall collaborate with the Governor's Office of Economic Development to make rules establishing the eligibility and reporting criteria for the rural communities and Associations of Governments to receive grant money, including:

- The form and process for a community to submit an application;
- The method of scoring and prioritizing grant program applications from rural communities and AOGs;
- The reporting, auditing, and post-performance requirements for a rural community or an AOG that receives grant money; and
- Any deadlines that shall be met by a rural community or AOG when applying for a grant.

Application Review, Scoring, and Fund Distribution

In determining the award of grant money under RCOG: the Advisory Committee may only recommend awarding up to \$600,000 annually to a rural community or AOG. The Advisory Committee may prioritize applications that demonstrate any combination of the following:

- The community has or is actively pursuing the creation of an effective strategic economic development plan;
- Consistency with local economic development priorities;
- Economic need;
- Utilization of local financial resources in combination with a grant;
- Evidence that jobs will be created; and

- Evidence that there will be a positive return on investment.

Additionally, the Advisory Committee will verify that an applying community or AOG has complied with:

- The reporting requirements required by the Advisory Committee; and
- The reporting requirements for all previous years that the community has received an RCG or RCOG.

After reviewing the recommendations of the Advisory Committee, the executive director of the Governor's Office of Economic Development shall award grants to rural communities and/or AOGs in accordance with the provisions of the state statute and governing rules.

Appendix E

Basic Elements of the Rural Communities Opportunity Grant Application

Organizational Information

- Name of applying community
- Full mailing address and telephone number of applying community
- Tax ID
- Name of Fiscal Agent
- Key organizational contacts
- Email addresses and telephone numbers of responsible contacts
- List of CEO Board members, including names, titles (e.g., chair, vice chair, etc.), organizations each member represents, and contact information
- Amount of grant funding requested (up to \$600,000)

Supporting Documentation

- Letter of support from the County Economic Opportunity Advisory Board (CEO), planning and zoning commission or a duly organized municipal economic opportunity advisory board or commission if the applicant is a municipality, or AOG General Board
- The entity's W9 form
- the entity's state vendor number if it is currently a state vendor
- Verification of compliance with the reporting requirements of the Rural Opportunity Advisory Committee
- Verification of reporting requirement for all previous years the community or AOG has received an RCG or an RCOG

Scope of Work

A detailed description of what the proposed Rural Communities Opportunity Grant projects and activities are, including:

- The type of work that will be completed;
- A description of how projects and activities will be completed; and
- A description of the economic development goals and benchmarks of the projects and activities.

Deliverables and Outcomes

- What will the completed economic development projects and activities look like? For example:
 - What populations or industry sectors will the project affect?
 - Will business opportunities be enhanced by this project?
 - How many projected new jobs will be realized as a result of this project?

- Show metrics of project success, such as how it will be measured, tracked and recorded against goals and benchmarks, and how the project will affect:
 - Business recruitment, development, and expansion;
 - Workforce training and development; and/or,
 - Infrastructure and capital facilities improvements for business development.

Budget

To be written in the appropriate field in the application, and submitted in a spreadsheet by the applicant:

- An explanation of the funding requirements of the project
- Calculated project bids
- The estimated cost to administer the grant
- A proposed budget in spreadsheet format

Timeline

- An explanation of the timeline for completing projects and activities including important dates, goals, benchmarks, etc.
- A proposed timeline in spreadsheet format



PLANNING COMMISSION

October 27, 2026

Rural Opportunity Advisory Committee
Governor's Office of Economic Development
State of Utah

Re: FY2027 Rural Communities Opportunity Grant — StringTown Flex

Dear Committee Members:

On behalf of the Riverdale City Planning Commission, I support the City's application for a Rural Communities Opportunity Grant for the **StringTown Flex** project. At its October 27, 2026 meeting, the Commission recommended the proposed grant-funded scope of work to the City Council for consideration and approval.

StringTown Flex is envisioned as an approximately 150-acre business park with approximately 20 lots ranging from 5.070 to 7.911 acres. Similar in concept to the *Ogden Business Exchange*, *Business Depot Ogden*, and the *Freeport Center*, the project would offer flexible business space supported by state-of-the-art infrastructure and access. Varied lot sizes would accommodate a multitude of new employers and provide room for existing businesses to expand.

Grant funding is needed to help overcome the infrastructure barriers that limit development of this underutilized site in a strategic part of the region. Coordinated investments in access, circulation, utilities, and drainage would prepare individual lots for development and strengthen Riverdale's ability to recruit businesses. These improvements would create the conditions needed to attract private investment and support job creation.

The Commission supports this investment and will coordinate with the City Council and staff on the recommended scope, measurable outcomes, and required reporting. Final design must address safe access, adequate utility capacity, effective drainage, and compatibility with surrounding properties and environmental conditions. This letter supports the grant application; subdivision, zoning, site plan, and access approvals remain subject to their respective review processes. The proposed I-84 interchange also remains subject to applicable approvals and funding.

We respectfully request favorable consideration of the City's application. The proposed investment would help establish the infrastructure framework needed to support a planned business park and broaden Riverdale's opportunities for economic development.

Sincerely,

Rikard Hermann
Chair, Riverdale City Planning Commission