
Public Notice of Electronic Meeting
Washington City Council
Regular Meeting Agenda
September 8, 2021

PUBLIC NOTICE is hereby given that the Washington City Council will hold a Public Electronic Regular Meeting on Wednesday, September 8, 2021 at 6:00 P.M. hosted at the Washington City Office located at 111 North 100 East, Washington, Utah. The meeting will be broadcast via Youtube Live linked online at <https://washingtoncity.org/meetings>

Invocation
Pledge of Allegiance

1. APPROVAL OF AGENDA

2. ANNOUNCEMENTS

3. DECLARATION OF ABSTENTIONS & CONFLICTS

4. CONSENT AGENDA

- a. BOARD AUDIT REPORT: Consideration to approve the Board Audit Report for August.
- a. APPROVAL OF MINUTES: Consideration to approve the minutes from the City Council Meeting of 08/19/21 and 08/25/21.
- b. FINAL PLAT
 - i. Consideration to approve a Final Plat for the Red Trails at Sunrise Valley Phase 1 located at approximately 500 South Country Way. Applicant: Middon LLC
 - ii. Consideration to approve a Final Plat Red Trails at Sunrise Valley Phase 2 located at approximately 300 South 3100 East along Country Way. Applicant: Middon LLC
- c. FINAL PLAT AMENDMENT
 - i. Consideration to approve a Final Plat Amendment for Paseos at Sienna Hills Phase 2 located at approximately Grapevine Crossing Road and Paseos Street. Applicant: Troy Belliston

- ii. Consideration to approve a Final Plat Amendment for Paseos at Sienna Hills Phase 4 located at approximately Grapevine Crossing Road and Plata Circle. Applicant: Troy Belliston

5. APPOINTMENT

- a. Consideration to appoint a Justice Court Judge. Mayor Kenneth Neilson

6. EDC UTAH

- a. Discussion on Local Incentive Policy Best Practices. Economic Development Director Rusty Hughes

7. PRELIMINARY PLAT

- a. Consideration to approve a Preliminary Plat Lakeside at Stucki Farms located at approximately Stucki farms Parkway and Waters Edge Way. Applicant: Karl Larson

8. AWARD OF BID & RFP

- a. Consideration to approve an Award of Contract for Equipping of Grapevine Wells 3-6. Public Works Director Mike Shaw

9. AGREEMENT

- a. Consideration to approve a property acquisition agreement for Grapevine Wells. Public Works Director Mike Shaw

10. REPORT OF OFFICERS FROM ASSIGNED COMMITTEE

11. CITY MANAGER REPORT

12. CLOSED SESSION

- a. Discuss purchase exchange or lease of property.

13. ADJOURNMENT

POSTED this 3rd day of September 2021
Tara Pentz, City Recorder

In accordance with the Americans with Disabilities Act, Washington City will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by calling the City Recorder at 656-6308 at least 24 hours in advance of the meeting to be held.

**WASHINGTON CITY
CITY COUNCIL MEETING
STAFF REVIEW**

HEARING DATE: September 8, 2021

ACTION REQUESTED: Final Plat approval for the Red Trails at Sunrise Valley, Phase 1 subdivision, located at approximately 500 South Country Way.

APPLICANT: Middon LLC

OWNER: Middon LLC

ENGINEER: Bush and Gudgell Inc.

REVIEWED BY: Drew Ellerman, Community Development Director

RECOMMENDATION: Recommend approval with conditions

Background

The applicant is requesting approval of a final plat for the Red Trails at Sunrise Valley, Phase 1 subdivision, located at approximately 500 South Country Way. This particular subdivision is proposing 41 lots on an area covering 4.80 acres. The specific location of this subdivision is zoned Planned Unit Development - Residential (PUD-R). The Preliminary Plat was approved back on April 28, 2021.

Staff has reviewed the requested proposal, and the proposed final plat, conforms to the approved amended preliminary plat. The Planning Commission reviewed this request at their September 1, 2021 meeting.

Recommendation

The Planning Commission unanimously recommended approval of the Final plat for the Red Trails at Sunrise Valley, Phase 1 subdivision to the City Council, based on the following findings and subject to the following conditions:

Findings

1. The final plat meets the land use designation as outlined in the General Plan for the proposed area.
2. That the final plat conforms to the Washington City Zoning Ordinance and Subdivision

Ordinance as outlined.

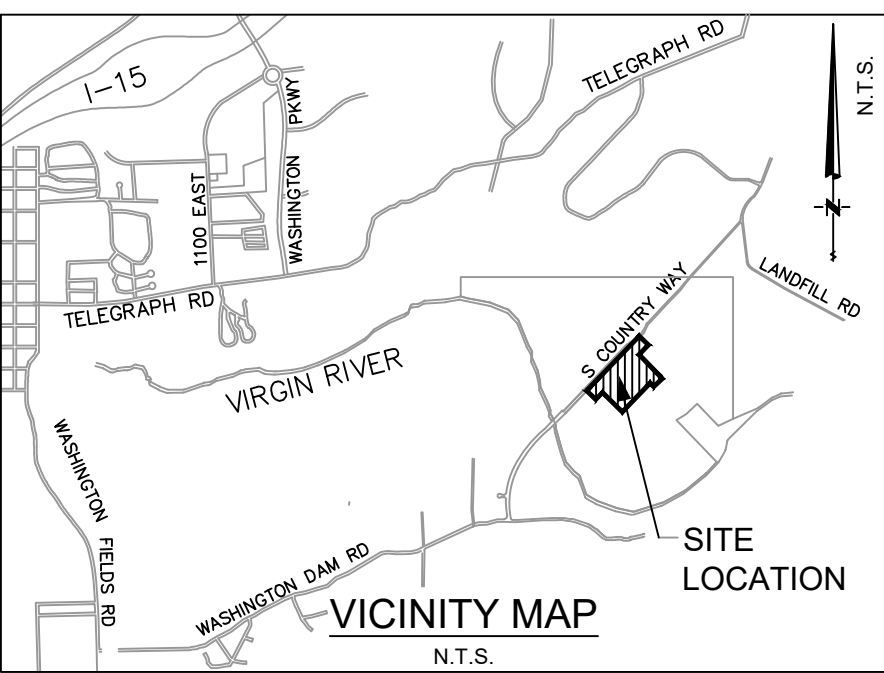
3. The proposed final plat conforms to the approved amended preliminary plat.

Conditions

1. All improvements shall be completed or bonded for prior to recording the final plat.
2. A current title report policy shall be submitted prior to recording the final plat.
3. Any referenced control monuments related to this subdivision shall be in place prior to recordation of the final plat. A stamped and signed letter from a professional land surveyor licensed in the state of Utah that verifies that the referenced control monuments are in place shall be submitted to the Community Development Department for filing prior to plat recordation.
4. When applicable, in the General Notes where the terms "Home Owners Association", or "Property Owners" are used, they shall be changed to read as "Property Owners and/or Home Owners Association".
5. That a Post Construction Maintenance Agreement be recorded prior to the recording of the final plat.

GENERAL NOTES

- ALL DRAINAGE IMPROVEMENTS WITHIN THE PLANNED UNIT DEVELOPMENT ARE PRIVATE AND NOT OWNED, MAINTAINED, OR REPAIRED BY WASHINGTON CITY. THE PROPERTY OWNERS AND/OR HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL DRAINAGE IMPROVEMENTS WITHIN THE PLANNED DEVELOPMENT UNLESS OTHERWISE APPROVED AND ACCEPTED BY WASHINGTON CITY. WASHINGTON CITY SHALL HAVE THE RIGHT TO ASSESS THE PROPERTY OWNERS AND/OR HOMEOWNERS ASSOCIATION FOR FAILING TO MAINTAIN THE DETENTION AND LANDSCAPE AREAS.
- ALL POWER, SEWER AND WATER IMPROVEMENTS ARE PUBLIC AND MAINTAINED BY WASHINGTON CITY UP TO AND INCLUDING THE METERS. ALL FIRE HYDRANTS AND THEIR APPURTENANCES ARE PUBLIC AND ARE MAINTAINED BY WASHINGTON CITY. FIRE LINES TO BUILDINGS ARE PRIVATE AND SHALL BE MAINTAINED BY THE PROPERTY OWNERS.
- THE PROPERTY OWNERS AND/OR HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR REPAIRING, RESTORING, OR REPLACING PRIVATE STREETS, LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS PLANNED DEVELOPMENT RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY WASHINGTON CITY IN INSTALLING, MAINTAINING, REPAIRING OR REPLACING PUBLIC POWER, WATER, SEWER AND DRAINAGE IMPROVEMENTS.
- IN ADDITION TO ANNUAL USUAL AND SPECIAL ASSESSMENTS FOR MAINTENANCE OF COMMON NON-PUBLIC IMPROVEMENTS CONTAINED WITHIN THIS PLANNED DEVELOPMENT, THE PROPERTY OWNERS AND/OR HOMEOWNERS ASSOCIATION SHALL LEVY SUCH ASSESSMENTS AS MAY BE NECESSARY FROM TIME TO TIME TO REPAIR, RESTORE, OR REPLACE PRIVATE STREETS, LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS PLANNED DEVELOPMENT.
- BY RECORDING THIS PLANNED DEVELOPMENT PLAT, EASEMENTS ARE HEREBY GRANTED WITHIN THIS PLANNED DEVELOPMENT FOR INSTALLATION, ACCESS, MAINTENANCE, AND REPAIR OF ALL UTILITIES INCLUDING NATURAL GAS, CABLE TV, TELEPHONE, WATER AND POWER, AND FOR SEWER AND DRAINAGE IMPROVEMENTS ON ALL COMMON, LIMITED COMMON AND PRIVATE STREET AREAS.
- ALL COMMON AND LIMITED COMMON AREAS AND SHOWN ON THIS PLAT ARE SUBJECT TO A PUBLIC UTILITIES AND DRAINAGE EASEMENT FOR INSTALLATION AND MAINTENANCE OF IMPROVEMENTS AND SUCH EASEMENTS SHALL BE SUBJECT TO THE RIGHT OF THE CITY OF WASHINGTON TO ASSESS THE PROPERTY OWNERS AND/OR HOMEOWNERS ASSOCIATION TO REPAIR DRIVES, LANDSCAPING, ETC., WHERE NEEDED TO REPAIR OR REPLACE THE PUBLIC UTILITIES.
- A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS AND EXTERIOR FLATWORK, ARE COMPILED IN A REPORT DATED FEBRUARY 26TH, 2020. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY ON FILE WITH WASHINGTON CITY. OWNERS, BUILDERS AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS RECOMMENDATIONS.
- ALL LANDSCAPING, WALLS AND OTHER STRUCTURES SHALL MEET SIGHT DISTANCE REQUIREMENTS. WASHINGTON CITY HAS THE RIGHT TO ASSESS THE PROPERTY OWNERS AND/OR HOMEOWNERS ASSOCIATION FOR FAILING TO MAINTAIN SIGHT DISTANCE REQUIREMENTS.
- BEARINGS SHOWN ON LOT LINES REPRESENT THE SAME VALUE OF OPPOSITE LINES IN EACH LOT.
- MINIMUM BUILDING SETBACK REQUIREMENTS ARE INCORPORATED INTO THE PAD LAYOUT AS SHOWN. ALL STRUCTURES SHALL BE BUILT ENTIRELY WITHIN THEIR RESPECTIVE PADS.
- ALL INTERSECTIONS CONTAIN A SIGHT DISTANCE RESTRICTION. NO STRUCTURES, SIGNS, TREES, ROCKS, LANDSCAPING, ETC. SHALL BE PLACED WITHIN THIS RESTRICTED AREA THAT WILL REDUCE OR LIMIT THE AVAILABLE SIGHT DISTANCE. IT SHALL BE THE OWNER(S) RESPONSIBILITY TO ENSURE THAT THIS RESTRICTION IS ALWAYS COMPLIED WITH AND SAID OWNER(S) SHALL INDEMNIFY AND HOLD HARMLESS WASHINGTON CITY, ITS OFFICERS, BOARDS, EMPLOYEES, AGENTS AND ASSGN, IN ENFORCING SUCH COMPLIANCE AND FROM ANY AND ALL CLAIMS THAT MAY ARISE CONCERNING THIS RESTRICTION.
- NO DRIVEWAYS ARE ALLOWED WITHIN 25 FEET OF THE TANGENT POINT OF THE CURVE RETURN AT ALL INTERSECTIONS.



NORTH QUARTER CORNER SECTION
19, TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE & MERIDIAN, FOUND
1974 WASHINGTON COUNTY BRASS CAP
ACCEPTED
(CO. REF. NO. N3-42-14)

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	23.56	15.00	90°00'00"	S88°58'01"W	21.21
C2	23.56	15.00	90°00'00"	N1°01'59"W	21.21
C3	27.39	20.00	78°27'47"	N83°11'54"E	25.30
C4	23.56	15.00	90°00'00"	S88°58'01"W	21.21

W-4-2-19-1201
MIDDON LLC

NORTHEAST CORNER SECTION
19, TOWNSHIP 42 SOUTH, RANGE 14
WEST, SALT LAKE BASE & MERIDIAN,
FOUND 2013 BLM ALUM. CAP ACCEPTED
(CO. REF. NO. N5-42-14)

SURVEYOR'S CERTIFICATE

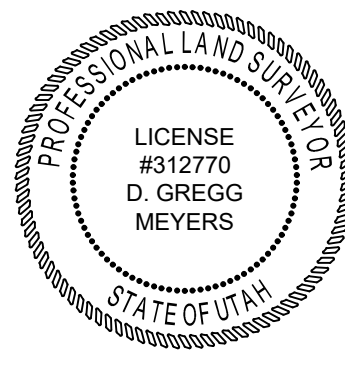
I, D. GREGG MEYERS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 312770 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 UTAH STATE CODE, AND HAVE VERIFIED ALL MEASUREMENTS AND PLACED MONUMENTS AS REPRESENTED ON THIS PLAT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE HEREON OWNER(S), I HAVE SUBDIVIDED SAID TRACT OF LAND DESCRIBED HERE ON INTO LOTS, COMMON AND LIMITED COMMON AREAS, PUBLIC STREETS AND PUBLIC EASEMENTS, HEREAFTER TO BE KNOWN AS:

RED TRAILS AT SUNRISE VALLEY PHASE 1

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

08-24-2021

DATE:
BUSH AND GUDGELL INC.



D. GREGG MEYERS
PROFESSIONAL LAND SURVEYOR
UTAH LICENSE NUMBER 312770

BOUNDARY DESCRIPTION

BEGINNING AT A POINT THAT LIES NORTH 88°50'31" WEST ALONG THE SECTION LINE 946.25 FEET AND DUE SOUTH 759.43 FEET; FROM THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 46°01'59" EAST 165.00 FEET; THENCE SOUTH 43°58'01" WEST 10.19 FEET; THENCE SOUTHERLY ALONG A 15.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 01°01'59" EAST A DISTANCE OF 21.21 FEET), CENTER POINT LIES SOUTH 46°01'59" EAST THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET; THENCE SOUTH 46°01'59" EAST 132.00 FEET; THENCE EASTERLY ALONG A 15.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 88°58'01" EAST A DISTANCE OF 21.21 FEET), CENTER POINT LIES NORTH 43°58'01" EAST THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET; THENCE SOUTH 46°01'59" EAST 50.00 FEET; THENCE SOUTHERLY ALONG A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 01°01'59" EAST A DISTANCE OF 21.21 FEET), CENTER POINT LIES SOUTH 46°01'59" EAST THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET; THENCE SOUTH 46°01'59" EAST 66.00 FEET; THENCE SOUTH 43°58'01" WEST 523.82 FEET; THENCE NORTH 43°39'40" WEST 293.25 FEET; THENCE NORTH 43°58'01" EAST 174.83 FEET; THENCE NORTH 46°01'59" WEST 165.00 FEET; THENCE NORTH 43°58'01" EAST 362.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 212,332 SQUARE OR 4.874 ACRES

OWNER'S DEDICATION

KNOW ALL MEN THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF ALL THE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, COMMON AND LIMITED COMMON AREAS, PUBLIC EASEMENTS AND PUBLIC STREETS TO BE HEREBY KNOWN AS:

RED TRAILS AT SUNRISE VALLEY PHASE 1

AND DO HEREBY DEDICATE TO THE COMMON USE OF THE PROPERTY OWNERS, BUT NOT TO THE USE OF THE GENERAL PUBLIC, ALL COMMON AND LIMITED COMMON AREAS SHOWN ON THIS PLAT, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF DEDICATION OF SAID COMMON AND LIMITED COMMON AREAS AS MORE FULLY PROVIDED IN THE "DEDICATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS" APPLICABLE TO ENTRY NO. _____ DATED _____ PAGES. SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ARE HEREBY INCORPORATED AND MADE PART OF THIS PLAT. REFERENCE IS MADE TO SAID DECLARATION FOR DETAILS CONCERNING THE RIGHT AND OBLIGATIONS OF PARTIES HAVING OR ACQUIRING AN INTEREST IN THIS DEVELOPMENT. FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNERS HEREBY DEDICATE AND CONVEY TO WASHINGTON CITY, PUBLIC STREETS AND EASEMENTS OVER, ON UNDER AND ACROSS ALL COMMON AND LIMITED COMMON AREAS AND PRIVATE ROADWAYS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE. THE UNDERSIGNED OWNERS DO HEREBY WARRANT TO WASHINGTON CITY AND ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO USE ALL DEDICATIONS AND CONVEYANCES GRANTED HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

MELON DEVELOPMENT, INC.

(A UTAH CORPORATION)

BY : _____ ITS: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____ } S.S.
COUNTY OF _____ }

ON THE ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME _____, WHO BEING BY ME DULY SWORN DID SAY THAT THEY ARE THE _____ OF MELON DEVELOPMENT, INC., AND THAT THEY EXECUTED THE FOREGOING OWNER'S DEDICATION ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS AND THEY DID ACKNOWLEDGE TO ME THAT THE CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC

NOTARY PUBLIC FULL NAME: _____

COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

A NOTARY PUBLIC COMMISSIONED IN UTAH

STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)

LEGEND

- SPECIFIES LIMITED COMMON AREA
- SPECIFIES PRIVATE ELEMENT
- SPECIFIES COMMON AREA
- SPECIFIES COMMON AREA/PUBLIC ACCESS AREA
- SPECIFIES PUBLIC STREET AREA

- BOUNDARY LINE
- STREET RIGHT-OF-WAY LINE
- PUBLIC UTILITY EASEMENT LINE (P.U.E.)

SECTIONAL MONUMENTATION (FOUND: TYPE, DATE, AGENCY AND LOCATION ETC. AS SHOWN ON THE PLAT).

ALL BOUNDARY AND LOT CORNERS TO BE SET WITH 5/8" REBAR AND CAP STAMPED BUSH & GUDGELL, UNLESS OTHERWISE SPECIFIED ON THE PLAT.

SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS 1, RING & I.D.).

- ST. GEORGE CITY 50' EASEMENT LINE
- UAMS 60' EASEMENT LINE
- SECTION LINE

RED TRAILS AT SUNRISE VALLEY PHASE 1

LOCATED IN

THE NORTHEAST QUARTER OF SECTION 19
TOWNSHIP 42 SOUTH, RANGE 14 WEST,
WEST, SALT LAKE BASE AND MERIDIAN

Parcel Line Table		
Line #	Length	Direction
L1	21.95	N21°42'42"W
L2	20.62	N60°04'09"W
L3	20.62	N29°55'51"E
L4	34.94	S9°02'50"W
L5	33.14	N6°50'56"E
L6	20.62	N60°04'09"W
L7	20.62	N31°59'49"W
L8	47.50	S19°04'04"W
L9	32.38	N33°17'18"E
L10	22.83	S72°46'40"W
L11	49.41	S67°50'36"W
L12	23.40	N144°5'29"W
L13	5.00	N43°58'01"E
L14	5.00	S43°58'01"W
L15	5.00	S43°58'01"W
L16	5.00	S43°58'01"W

LIMITED COMMON - A PERPETUAL EASEMENT GRANTED TO EACH LOT OWNER FOR THE AREA DIRECTLY BETWEEN EACH PRIVATE GARAGE AND THE PUBLIC ROADWAYS. THIS DRIVEWAY EASEMENT, SHALL BE FOR THE PRIVATE USE OF EACH RESPECTIVE LOT OWNER, SUBJECT TO THE OWNER'S DEDICATION AND OTHER DEDICATED EASEMENTS AS SHOWN AND NOTED HEREON.

W-4-2-19-1201
MIDDON LLC

W-4-2-19-1201
MIDDON LLC

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft

Parcel Line Table		
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L1	21.95	N21°42'42"W
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L14	5.00	S43°58'01"W
L15	5.00	S43°58'01"W
L16	5.00	S43°58'01"W

APPROVAL OF PUBLIC WORKS

THE HEREON SUBDIVISION HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE THIS ____ DAY OF _____, 20____.

PUBLIC WORKS, WASHINGTON CITY

ENGINEER'S APPROVAL

THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS ____ DAY OF _____, A.D. 20____.

ENGINEER, WASHINGTON CITY

APPROVAL AS TO FORM

APPROVED AS TO FORM, THIS THE ____ DAY OF _____, A.D. 20____.

CITY ATTORNEY, WASHINGTON CITY

APPROVAL OF THE PLANNING COMMISSION

ON THIS THE ____ DAY OF _____, A.D. 20____, THE PLANNING COMMISSION OF WASHINGTON CITY, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE WASHINGTON, UT.

CHAIRMAN PLANNING COMMISSION WASHINGTON CITY, UTAH

APPROVAL AND ACCEPTANCE BY THE WASHINGTON CITY, UTAH

WE, THE MAYOR AND CITY COUNCIL OF WASHINGTON CITY, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE ____ DAY OF _____, A.D. 20____ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.

ATTEST: CITY RECORDER, WASHINGTON CITY

TREASURER APPROVAL

I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF _____, A.D. 20____ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.

WASHINGTON COUNTY TREASURER

RECORDED No.

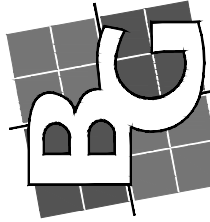
WASHINGTON COUNTY RECORDER

RED TRAILS AT SUNRISE VALLEY PHASE 1

SHEET
1
SHEETS
FILE: 201059

BUSH & GUDGELL, INC.

Engineers - Planners - Surveyors



Drawn : BRS/DGM Date : 07/13/2021

Email : _____

Checked : DGM

Approved : DGM

Scale : 1"=40

Job No : 201059

LOCATED IN
THE NORTHEAST QUARTER OF SECTION 19
TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE & MERIDIAN

WASHINGTON CITY
CITY COUNCIL MEETING
STAFF REVIEW

HEARING DATE: September 8, 2021

ACTION REQUESTED: Final Plat approval for the Red Trails at Sunrise Valley, Phase 2 subdivision, located at approximately 300 South 3100 East, along Country Way.

APPLICANT: Middon LLC

OWNER: Middon LLC

ENGINEER: Bush and Gudgeon Inc.

REVIEWED BY: Drew Ellerman, Community Development Director

RECOMMENDATION: Recommend approval with conditions

Background

The applicant is requesting approval of a final plat for the Red Trails at Sunrise Valley, Phase 2 subdivision, located at approximately 300 South 3100 East, along Country Way. This particular subdivision is proposing 57 lots on an area covering 7.12 acres. The specific location of this subdivision is zoned Planned Unit Development - Residential (PUD-R). The Preliminary Plat was approved back on April 28, 2021.

Staff has reviewed the requested proposal, and the proposed final plat, conforms to the approved amended preliminary plat. The Planning Commission reviewed this request at their September 1, 2021 meeting.

Recommendation

The Planning Commission unanimously recommended approval of the Final plat for the Red Trails at Sunrise Valley, Phase 2 subdivision to the City Council, based on the following findings and subject to the following conditions:

Findings

1. The final plat meets the land use designation as outlined in the General Plan for the proposed area.

2. That the final plat conforms to the Washington City Zoning Ordinance and Subdivision Ordinance as outlined.
3. The proposed final plat conforms to the approved amended preliminary plat.

Conditions

1. All improvements shall be completed or bonded for prior to recording the final plat.
2. A current title report policy shall be submitted prior to recording the final plat.
3. Any referenced control monuments related to this subdivision shall be in place prior to recordation of the final plat. A stamped and signed letter from a professional land surveyor licensed in the state of Utah that verifies that the referenced control monuments are in place shall be submitted to the Community Development Department for filing prior to plat recordation.
4. When applicable, in the General Notes where the terms "Home Owners Association", or "Property Owners" are used, they shall be changed to read as "Property Owners and/or Home Owners Association".
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9. BEARINGS SHOWN ON LOT LINES REPRESENT THE SAME VALUE OF OPPOSITE LINES IN EACH LOT.
10. MINIMUM BUILDING SETBACK REQUIREMENTS ARE INCORPORATED INTO THE PAD LAYOUT AS SHOWN. ALL STRUCTURES SHALL BE BUILT ENTIRELY WITHIN THEIR RESPECTIVE PADS.
11. ALL INTERSECTIONS CONTAIN A SIGHT DISTANCE RESTRICTION. NO STRUCTURES, SIGNS, TREES, ROCKS, LANDSCAPING, ETC. SHALL BE PLACED WITHIN THIS RESTRICTED AREA THAT WILL REDUCE OR LIMIT THE AVAILABLE SIGHT DISTANCE. IT SHALL BE THE OWNER(S) RESPONSIBILITY TO ENSURE THAT THIS RESTRICTION IS ALWAYS COMPLIED WITH AND SAID OWNER(S) SHALL INDEMNIFY AND HOLD HARMLESS WASHINGTON CITY, ITS OFFICERS, BOARDS, EMPLOYEES, AGENTS AND ASSIGNS, IN ENFORCING SUCH COMPLIANCE AND FROM ANY AND ALL CLAIMS THAT MAY ARISE CONCERNING THIS RESTRICTION.
12. NO DRIVEWAYS ARE ALLOWED WITHIN 25 FEET OF THE TANGENT POINT OF THE CURVE RETURN AT ALL INTERSECTIONS.

LIMITED COMMON — A PERPETUAL EASEMENT GRANTED TO EACH LOT OWNER FOR THE AREA DIRECTLY BETWEEN EACH PRIVATE GARAGE AND THE PUBLIC ROADWAYS. THIS DRIVEWAY EASEMENT, SHALL BE FOR THE PRIVATE USE OF EACH RESPECTIVE LOT OWNER, SUBJECT TO THE OWNER'S DEDICATION AND OTHER DEDICATED EASEMENTS AS SHOWN AND NOTED HEREON.

OWNER'S DEDICATION

KNOW ALL MEN THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF ALL THE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, COMMON AND LIMITED COMMON AREAS, PUBLIC EASEMENTS AND PUBLIC STREETS TO BE HEREBY KNOWN AS:

RED TRAILS AT SUNRISE VALLEY PHASE 2

AND DO HEREBY DEDICATE TO THE COMMON USE OF THE PROPERTY OWNERS, BUT NOT TO THE USE OF THE GENERAL PUBLIC, ALL COMMON AND LIMITED COMMON AREAS SHOWN ON THIS PLAT, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF DEDICATION OF SAID COMMON AND LIMITED COMMON AREAS AS MORE FULLY PROVIDED IN THE "DEDICATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS" APPLICABLE TO ENTRY NO. _____ DATED _____ BOOK _____ SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ARE HEREBY INCORPORATED AND MADE PART OF THIS PLAT. REFERENCE IS MADE TO SAID DECLARATION FOR DETAILS CONCERNING THE RIGHT AND OBLIGATIONS OF PARTIES HAVING OR ACQUIRING AN INTEREST IN THIS DEVELOPMENT. FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNERS HEREBY DEDICATE AND CONVEY TO WASHINGTON CITY, PUBLIC STREETS AND EASEMENTS OVER, ON UNDER AND ACROSS ALL COMMON AND LIMITED COMMON AREAS AND PRIVATE ROADWAYS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE. THE UNDERSIGNED OWNERS DO HEREBY WARRANT TO WASHINGTON CITY AND ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO USE ALL DEDICATIONS AND CONVEYANCES GRANTED HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

MELON DEVELOPMENT, INC
(A UTAH CORPORATION)

BY : _____

ITS: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____ } S.S.
COUNTY OF _____ }

ON THE ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME _____ WHO BEING BY ME DULY SWORN DID SAY THAT THEY ARE THE _____ OF MELON DEVELOPMENT, INC, AND THAT THEY EXECUTED THE FOREGOING OWNER'S DEDICATION ON BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND THEY DID ACKNOWLEDGE TO ME THAT THE CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC

NOTARY PUBLIC FULL NAME: _____

COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

A NOTARY PUBLIC COMMISSIONED IN UTAH

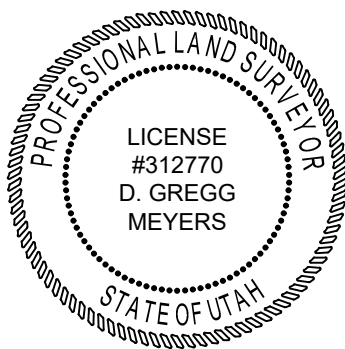
STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)

SURVEYOR'S CERTIFICATE

I, D. GREGG MEYERS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 312770 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 UTAH STATE CODE, AND HAVE VERIFIED ALL MEASUREMENTS AND PLACED MONUMENTS AS REPRESENTED ON THIS PLAT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE HEREON OWNER(S), I HAVE SUBDIVIDED SAID TRACT OF LAND DESCRIBED HERE ON INTO LOTS, COMMON AND LIMITED COMMON AREAS, PUBLIC STREETS AND PUBLIC EASEMENTS, HEREAFTER TO BE KNOWN AS:

RED TRAILS AT SUNRISE VALLEY PHASE 2

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



DATE:
BUSH AND GUDGELL INC.

D. GREGG MEYERS
PROFESSIONAL LAND SURVEYOR
UTAH LICENSE NUMBER 312770

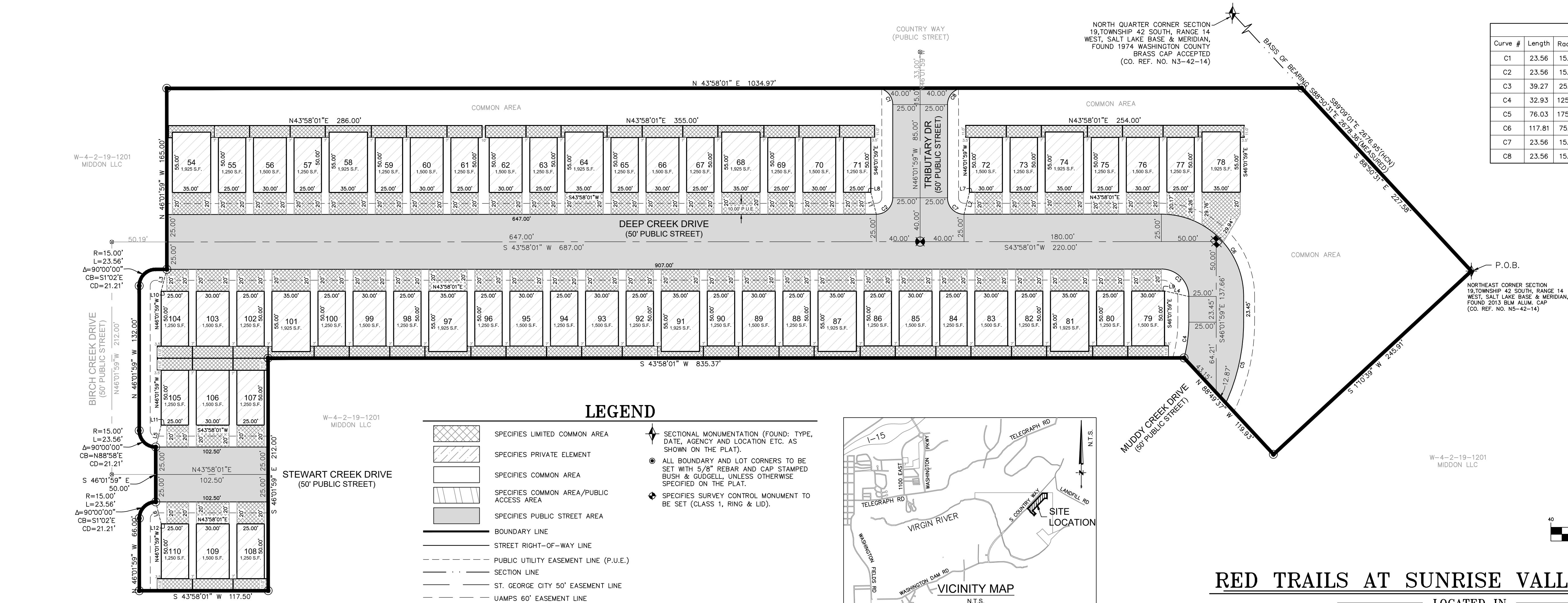
BOUNDARY DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 01°10'39" WEST ALONG THE SECTION LINE 245.91 FEET; THENCE NORTH 88°49'37" WEST 119.93 FEET; THENCE SOUTH 43°58'01" WEST 835.37 FEET; THENCE SOUTH 46°01'59" EAST 212.00 FEET; THENCE SOUTH 43°58'01" WEST 117.50 FEET; THENCE NORTH 46°01'59" WEST 66.00 FEET; THENCE NORTHERLY ALONG A 15.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 01°01'59" WEST A DISTANCE OF 21.21 FEET), CENTER POINT LIES NORTH 43°58'01" EAST THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET; THENCE NORTH 46°01'59" WEST 50.00 FEET; THENCE WESTERLY ALONG A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 88°58'01" WEST A DISTANCE OF 21.21 FEET), CENTER POINT LIES NORTH 46°01'59" WEST THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET; THENCE NORTH 46°01'59" WEST 132.00 FEET; THENCE NORTHERLY ALONG A 15.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 01°01'59" WEST A DISTANCE OF 21.21 FEET), CENTER POINT LIES NORTH 43°58'01" EAST THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 23.56 FEET; THENCE NORTH 43°58'01" EAST 1034.97 FEET TO THE NORTH LINE SAID SECTION 19, THENCE SOUTH 88°50'31" EAST ALONG THE SECTION LINE 227.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 310,187 SQUARE FEET OR 7.12 ACRES.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	23.56	15.00	90°00'00"	S88°58'01"W	21.21
C2	23.56	15.00	90°00'00"	N1°01'59"W	21.21
C3	39.27	25.00	90°00'00"	S88°58'01"W	35.36
C4	32.93	125.00	15°05'41"	N38°29'09"W	32.84
C5	76.03	175.00	24°53'30"	N33°35'14"W	75.43
C6	117.81	75.00	90°00'00"	S88°58'01"W	106.07
C7	23.56	15.00	90°00'00"	N88°58'01"E	21.21
C8	23.56	15.00	90°00'00"	S1°01'59"E	21.21

Parcel Line Table		
Line #	Length	Direction
L1	20.62	N60°04'09"W
L2	20.62	N31°59'49"W
L3	20.66	N31°29'32"W
L4	22.74	N56°39'59"E
L5	20.62	N31°59'49"W
L6	20.62	N60°04'09"W
L7	5.00	S43°58'01"W
L8	5.00	N43°58'01"E
L9	2.81	S43°58'01"W
L10	5.00	N43°58'01"E
L11	5.00	N43°58'01"E
L12	5.00	N43°58'01"W



RED TRAILS AT SUNRISE VALLEY PHASE 2

LOCATED IN
THE NORTHEAST QUARTER SECTION 19, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN

APPROVAL OF PUBLIC WORKS	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL OF THE PLANNING COMMISSION	APPROVAL AND ACCEPTANCE BY THE WASHINGTON CITY, UTAH	TREASURER APPROVAL	RECORDED No.
THE HEREON SUBDIVISION HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE THIS ____ DAY OF _____, 20____.	THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS ____ DAY OF _____, A.D. 20____.	APPROVED AS TO FORM, THIS THE ____ DAY OF _____, A.D. 20____.	ON THIS THE ____ DAY OF _____, A.D. 20____, THE PLANNING COMMISSION OF WASHINGTON CITY, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE WASHINGTON, UT.	WE, THE MAYOR AND CITY COUNCIL OF WASHINGTON CITY, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE ____ DAY OF _____, A.D. 20____ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.	I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF _____, A.D. 20____ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.	
PUBLIC WORKS, WASHINGTON CITY	ENGINEER, WASHINGTON CITY	CITY ATTORNEY, WASHINGTON CITY	CHAIRMAN PLANNING COMMISSION WASHINGTON CITY, UTAH	ATTEST: CITY RECORDER, WASHINGTON CITY	WASHINGTON COUNTY TREASURER	WASHINGTON COUNTY RECORDER

BUSH & GUDGELL, INC.

Engineers - Planners - Surveyors

206 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 733-3161
www.bushandgudgell.com

RED TRAILS AT SUNRISE VALLEY PH 2

LOCATED IN
THE NORTHEAST QUARTER OF SECTION 19
TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE & MERIDIAN

SHEET
1

1
SHEETS

FILE: 201059

WASHINGTON CITY
CITY COUNCIL MEETING
STAFF REVIEW

HEARING DATE: September 08, 2021

ACTION REQUESTED: Amended Final Plat approval for the Paseos at Sienna Hills, Phase 2, Amended and Extended subdivision, located at approximately Grapevine Crossing and Plata Circle

APPLICANT: Troy Belliston

OWNER: Troy Belliston

ENGINEER: High Point Engineering & Surveying

REVIEWED BY: Eldon Gibb, City Planner

RECOMMENDATION: Recommend approval with conditions

Background

The applicant is requesting approval of an Amended and Extended Final plat for the Paseos at Sienna Hills, Phase 2, Amended and Extended subdivision, located at approximately Grapevine Crossing and Plata Circle. The reason for this amendment is to adjust the westerly boundary eastward to facilitate the amendment and extension of paseos at Sienna Hills Phase 4 amended and extended subdivision. This amendment only affects the un-irrigated common area adjacent to phase 4.

Staff has reviewed the proposed amended and extended final plat and finds it conforms to the original PCD zoning of this development. The subdivision also remains in compliance with the Subdivision Ordinance of the City.

Recommendation

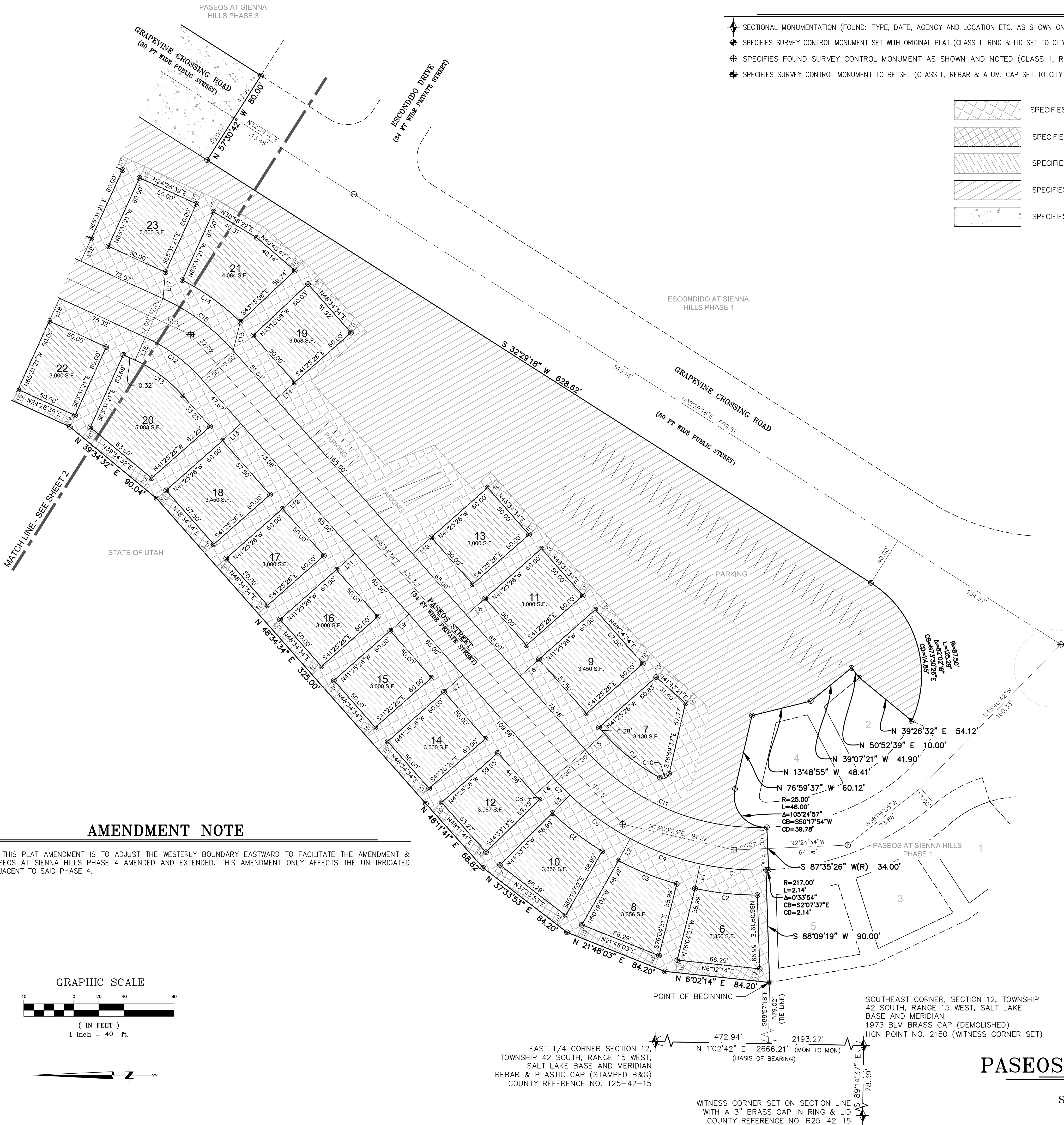
The Planning Commission reviewed this proposal on September 01, 2021 and unanimously recommend approval of the Amended and Extended Final Plat for the Paseos at Sienna Hills Phase 2 subdivision, based on the following original findings and subject to the following original conditions:

Findings

1. The amended final plat meets the land use designation as outlined in the General Plan for the proposed area.
2. That the amended final plat conforms to the Washington City Zoning Ordinance and Subdivision Ordinance as outlined.

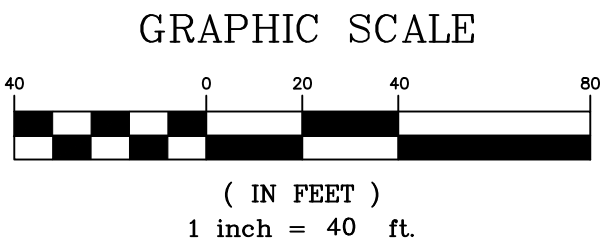
Conditions

1. All improvements shall be completed or bonded for prior to recording the final plat.
2. A current title report policy shall be submitted prior to recording the final plat.
3. Any referenced control monuments related to this subdivision shall be in place prior to recordation of the final plat. A stamped and signed letter from a professional land surveyor licensed in the state of Utah that verifies that the referenced control monuments are in place shall be submitted to the Community Development Department for filing prior to plat recordation.
4. Where applicable, in the General Notes where the terms "Home Owners Association", or "Property Owners", shall be changed to read as "Property Owners and/or Home Owners Association".
5. That a post maintenance agreement be recorded prior to the recording of the final plat.



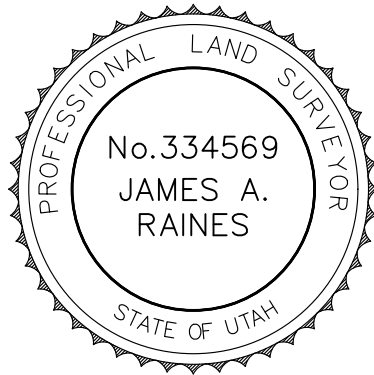
AMENDMENT NOTE

THE PURPOSE OF THIS PLAT AMENDMENT IS TO ADJUST THE WESTERLY BOUNDARY EASTWARD TO FACILITATE THE AMENDMENT & EXTENSION OF PASEOS AT SIENNA HILLS PHASE 4 AMENDED AND EXTENDED. THIS AMENDMENT ONLY AFFECTS THE UN-IRRIGATED COMMON AREA ADJACENT TO SAID PHASE 4.



LEGEND

- SECTIONAL MONUMENTATION (FOUND: TYPE, DATE, AGENCY AND LOCATION ETC. AS SHOWN ON THE PLAT)
- SPECIFIES SURVEY CONTROL MONUMENT SET WITH ORIGINAL PLAT (CLASS 1, RING & LID SET TO CITY STANDARD)
- SPECIFIES FOUND SURVEY CONTROL MONUMENT AS SHOWN AND NOTED (CLASS 1, RING & LID)
- SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS II, REBAR & ALUM. CAP SET TO CITY STANDARD).
- SPECIFIES FOUND SURVEY CONTROL MONUMENT (CLASS II, REBAR & ALUM. CAP SET TO CITY STANDARD)
- ALL BOUNDARY CORNERS TO BE SET WITH 5/8" REBAR AND CAP STAMPED PLS 334569 UNLESS OTHERWISE SPECIFIED ON THE PLAT
- SPECIFIES FOUND BOUNDARY CORNERS SET WITH 5/8" REBAR AND CAP STAMPED BUSH & GUDGELL UNLESS OTHERWISE SPECIFIED ON THE PLAT
- SPECIFIES COMMON AREA = 121,345 SQ FT OR 2.79 ACRES
- SPECIFIES LIMITED COMMON AREA = 25,578 SQ FT OR 0.59 ACRE
- SPECIFIES PRIVATE ELEMENT = 153,319 SQ FT OR 3.52 ACRE
- SPECIFIES UN-IRRIGATED COMMON AREA = 283,053 SQ FT OR 6.49 ACRE
- SPECIFIES PUBLIC STREET = 131,531 SQ FT OR 3.02 ACRE



CURVE TABLE				
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD DIRECTION
C1	217.00'	52.83'	13°57'01"	S5°07'50"W
C2	237.00'	50.20'	12°08'12"	S6°02'14"W
C3	237.00'	50.20'	12°08'12"	S21°48'03"W
C4	217.00'	59.70'	15°45'49"	S19°59'15"W
C5	237.00'	50.20'	12°08'12"	S37°33'53"W
C6	217.00'	59.70'	15°45'49"	S35°45'04"W
C7	217.00'	18.72'	4°56'35"	S46°06'16"W
C8	237.00'	5.44'	1°18'58"	S47°55'05"W
C9	163.00'	57.34'	20°09'14"	S38°29'57"W
C10	5.00'	9.20'	105°24'57"	S24°17'09"E
C11	183.00'	162.85'	50°59'08"	S23°05'00"W
C12	133.00'	55.94'	24°05'54"	N36°31'36"E
C13	113.00'	47.54'	24°06'08"	N36°31'43"E
C14	187.00'	57.25'	17°32'33"	N35°40'41"E
C15	167.00'	70.24'	24°05'54"	N36°31'36"E

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S77°53'40"E	20.00'
L2	S62°07'50"E	20.00'
L3	S46°22'01"E	20.00'
L4	S41°25'26"E	20.00'
L5	N41°25'26"W	20.00'
L6	N41°25'26"W	20.00'
L7	S41°25'26"E	20.00'
L8	N41°25'26"W	20.00'
L9	S41°25'26"E	20.00'
L10	N41°25'26"W	20.00'
L11	S41°25'26"E	20.00'
L12	N41°25'26"W	20.00'
L13	S43°05'55"E	20.01'
L14	S41°25'26"E	20.00'
L15	N76°00'50"W	23.71'

PASEOS AT SIENNA HILLS PHASE 2 AMENDED

LOCATED IN
SW 1/4 OF SECTION 7, TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE AND MERIDIAN

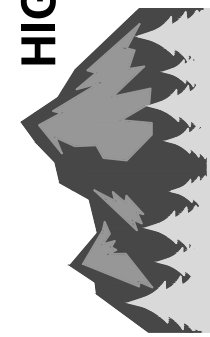
HIGH POINT ENGINEERING & SURVEYING

ENGINEERING - PLANNING - SURVEYING

1360 WEST 2130 SOUTH

ST. GEORGE UT 84770

OFFICE: (435) 688-5293 - SURVEY SCHEDULE: (435) 256-2109



Drawn : MDR Date : AUG. 2021

Checked : JAR

Approved : JAR

Scale : 1" = 40'

Job No : 21009

PASEOS AT SIENNA HILLS PHASE 2 AMD

LOCATED IN
SW 1/4 OF SECTION 7, TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE AND MERIDIAN

PASEOS AT SIENNA HILLS PHASE 2 AMENDED

LOCATED IN
SW 1/4 OF SECTION 7, TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE AND MERIDIAN



CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD DIRECTION	CHORD LENGTH
C16	113.00'	4.13'	2°05'47"	N23°25'46"E	4.13'
C17	113.00'	30.19'	15°18'36"	N7°06'50"E	30.10'
C18	133.00'	58.08'	25°01'07"	N11°58'06"E	57.62'
C19	167.00'	72.92'	25°01'07"	N11°58'06"E	72.34'
C20	187.00'	46.97'	14°23'28"	N17°16'55"E	46.85'
C21	187.00'	19.68'	6°01'49"	N2°28'26"E	19.67'
C22	187.00'	12.26'	3°45'27"	S1°20'15"W	12.26'
C23	167.00'	24.35'	8°21'16"	S3°38'10"W	24.33'
C24	133.00'	39.98'	17°13'23"	S8°04'14"W	39.83'
C25	113.00'	18.91'	9°35'25"	S4°15'14"W	18.89'
C26	187.00'	42.32'	12°57'57"	S14°17'47"W	42.23'
C27	167.00'	103.19'	35°24'08"	S25°30'52"W	101.55'
C28	187.00'	42.68'	13°04'42"	S36°40'35"W	42.59'
C29	187.00'	42.69'	13°04'44"	S54°21'21"W	42.59'
C30	167.00'	51.53'	17°40'48"	S52°03'20"W	51.33'
C31	133.00'	118.42'	51°00'55"	S42°11'23"W	114.55'
C32	113.00'	73.85'	37°26'40"	S35°24'15"W	72.54'
C33	113.00'	11.75'	5°57'35"	S64°43'03"W	11.75'
C34	187.00'	7.20'	2°12'17"	S66°35'42"W	7.20'
C35	167.00'	19.83'	6°48'07"	S64°17'47"W	19.81'

- SPECIFIES COMMON AREA = 121,345 SQ FT OR 2.79 ACRES
- SPECIFIES LIMITED COMMON AREA = 25,578 SQ FT OR 0.59 ACRE
- SPECIFIES PRIVATE ELEMENT = 153,319 SQ FT OR 3.52 ACRE
- SPECIFIES UN-IRRIGATED COMMON AREA = 283,053 SQ FT OR 6.49 ACRE
- SPECIFIES PUBLIC STREET = 131,531 SQ FT OR 3.02 ACRE

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L16	N65°31'21"W	20.00'
L17	N85°00'06"W	21.21'
L18	S65°31'21"E	20.00'
L19	N65°31'21"W	20.00'
L20	S65°31'21"E	20.00'
L21	N65°31'21"W	20.00'
L22	S65°31'21"E	20.00'
L23	N65°31'21"W	20.00'
L24	S65°31'21"E	20.00'
L25	N65°31'21"W	20.00'
L26	S65°31'21"E	20.00'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L27	N65°31'21"W	20.00'
L28	S65°31'21"E	20.00'
L29	N65°31'21"W	20.00'
L30	S65°31'21"E	20.00'
L31	N65°31'21"W	20.00'
L32	S65°31'21"E	20.00'
L33	N65°31'21"W	20.00'
L34	S24°28'39"W	3.32'
L35	N7°22'22"E	26.26'
L36	N0°32'28"W	28.70'
L37	S89°27'32"W	20.00'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L38	N89°27'32"E	20.00'
L39	S3°31'13"W	25.80'
L40	S0°32'28"E	14.34'
L41	N89°27'32"E	20.00'
L42	S89°27'32"W	20.00'
L43	S89°27'32"W	20.00'
L44	N89°27'32"E	20.00'
L45	N1°37'01"E	18.60'
L46	N89°27'32"E	20.00'
L47	S89°27'32"W	20.00'
L48	N73°19'05"W	20.00'

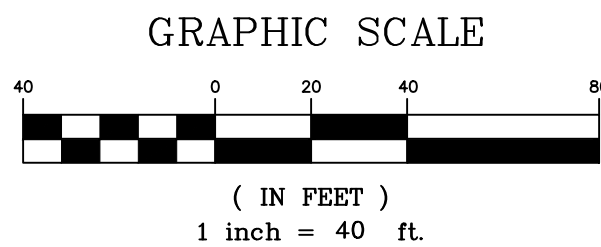
LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L49	S82°11'12"E	20.00'
L50	S46°47'04"E	20.00'
L51	N36°13'24"E	20.50'
L52	N22°18'10"W	20.00'
L53	S29°06'17"E	20.00'
L54	S22°18'10"E	20.00'
L55	S66°18'56"W	11.91'
L56	S22°18'10"E	20.00'
L57	N22°18'10"W	20.00'
L58	N22°18'10"W	20.00'
L59	S22°18'10"E	20.00'

AMENDMENT NOTE

THE PURPOSE OF THIS PLAT AMENDMENT IS TO ADJUST THE WESTERLY BOUNDARY EASTWARD TO FACILITATE THE AMENDMENT & EXTENSION OF PASEOS AT SIENNA HILLS PHASE 4 AMENDED AND EXTENDED. THIS AMENDMENT ONLY AFFECTS THE UN-IRRIGATED COMMON AREA ADJACENT TO SAID PHASE 4.

LEGEND

- SECTIONAL MONUMENTATION (FOUND: TYPE, DATE, AGENCY AND LOCATION ETC. AS SHOWN ON THE PLAT)
- SPECIFIES SURVEY CONTROL MONUMENT SET WITH ORIGINAL PLAT (CLASS 1, RING & LID SET TO CITY STANDARD)
- SPECIFIES FOUND SURVEY CONTROL MONUMENT AS SHOWN AND NOTED (CLASS 1, RING & LID)
- SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS II, REBAR & ALUM. CAP SET TO CITY STANDARD)
- SPECIFIES FOUND SURVEY CONTROL MONUMENT (CLASS II, REBAR & ALUM. CAP SET TO CITY STANDARD)
- ALL BOUNDARY CORNERS TO BE SET WITH 5/8" REBAR AND CAP STAMPED PLS 334569 UNLESS OTHERWISE SPECIFIED ON THE PLAT
- SPECIFIES FOUND BOUNDARY CORNERS SET WITH 5/8" REBAR AND CAP STAMPED BUSH & GUDGELL UNLESS OTHERWISE SPECIFIED ON THE PLAT



LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF _____ } S.S.
COUNTY OF _____ }

ON THE ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, JAIR ALMARAZ WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE AUTHORIZED AGENT OF IVORY SOUTHERN, LLC, AND THAT HE EXECUTED THE FOREGOING OWNER'S DEDICATION IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF IVORY SOUTHERN, LLC, AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)

CORPORATION ACKNOWLEDGMENT

STATE OF _____ } S.S.
COUNTY OF _____ }

ON THE ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, JAIR ALMARAZ WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE AUTHORIZED AGENT OF PASEOS AT SIENNA HILLS ASSOCIATION, INC., AND THAT HE EXECUTED THE FOREGOING OWNER'S DEDICATION IN BEHALF OF SAID CORPORATION BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF LADERA AT SIENNA HILLS HOMEOWNERS ASSOCIATION, INC., AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT THE UNDERSIGNED OWNER OF ALL THE HEREON DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PRIVATE STREETS, PUBLIC STREETS, COMMON AREAS, UN-IRRIGATED COMMON AREAS AND LIMITED COMMON AREAS, TO BE HEREAFTER KNOWN AS:

PASEOS AT SIENNA HILLS PHASE 2 AMENDED

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, DO HEREBY DEDICATE AND CONVEY TO PASEOS AT SIENNA HILLS ASSOCIATION, INC. FOR THE COMMON USE AND ENJOYMENT OF ITS MEMBERS, BUT NOT THE USE OF THE GENERAL PUBLIC, ALL PRIVATE STREETS, ALL UN-IRRIGATED COMMON AREA, COMMON AND LIMITED COMMON AREAS SHOWN ON THIS PLAT, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF DEDICATIONS OF SAID PRIVATE STREETS, COMMON AND LIMITED COMMON AREAS AS MORE PARTICULARLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, AND EASEMENTS FOR PASEOS AT SIENNA HILLS, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER ON JANUARY 14TH, 2020, ENTRY NO. 20200002139, WHICH ARE HEREBY INCORPORATED AND MADE PART OF THIS PLAT, AND DO HEREBY DEDICATE AND CONVEY TO WASHINGTON CITY FOR THE GENERAL USE OF THE PUBLIC ALL PUBLIC STREETS AS SHOWN ON THIS PLAT AND DO HEREBY DEDICATED AND CONVEY TO WASHINGTON CITY EASEMENTS OVER, ON, UNDER AND ACROSS ALL PORTIONS SHOWN OR REFERENCED ON THIS PLAT AS COMMON AREAS, LIMITED COMMON AREAS AND PRIVATE STREETS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE. EXCEPTING AND RESERVING, TO THE STATE OF UTAH, SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION THE ENTIRE INTEREST IN THE MINERAL ESTATE INCLUDING ALL COAL, OIL, GAS AND OTHER MINERALS IN ALL LANDS SO CONVEYED AND DEDICATED.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20_____.

IVORY SOUTHERN, LLC

(A UTAH LIMITED LIABILITY COMPANY)

JAIR ALMARAZ, AUTHORIZED AGENT

PASEOS AT SIENNA HILLS ASSOCIATION, INC

(A UTAH LIMITED CORORATION)

JAIR ALMARAZ, AUTHORIZED AGENT

SURVEYOR'S CERTIFICATE

I, JAMES A. RAINES, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 312770 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 UTAH STATE CODE, AND HAVE VERIFIED ALL MEASUREMENTS AND PLACED MONUMENTS AS REPRESENTED ON THIS PLAT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE HEREON OWNER(S), I HAVE SUBDIVIDED SAID TRACT OF LAND DESCRIBED HERE ON INTO LOTS, PRIVATE STREETS, PUBLIC STREETS, COMMON AREAS, UN-IRRIGATED COMMON AREAS AND LIMITED COMMON AREAS, TO BE HEREAFTER KNOWN AS:

PASEOS AT SIENNA HILLS PHASE 2 AMENDED

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

BOUNDARY DESCRIPTION

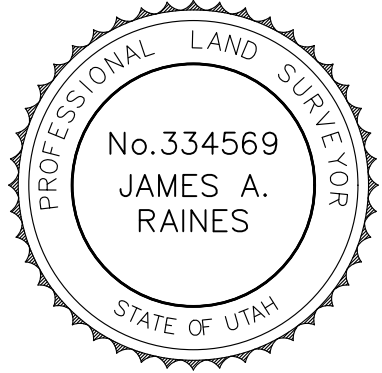
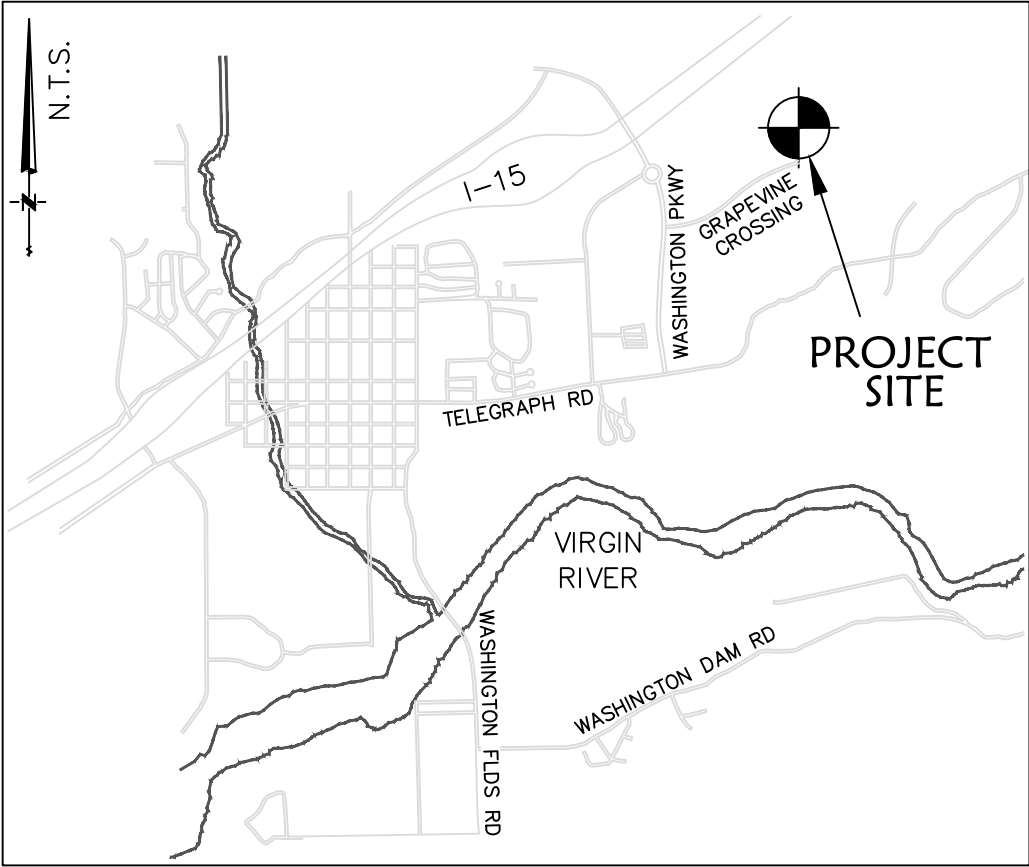
BEGINNING AT THE NORTHWEST CORNER OF PASEOS AT SIENNA HILLS PHASE 1 SUBDIVISION, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; POINT ALSO BEING N1°02'42"E 2193.27 FEET ALONG THE SECTION LINE AND S88°57'18"E 679.02 FEET FROM THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE N6°02'14"E 84.20 FEET; THENCE N21°48'03"E 84.20 FEET; THENCE N37°33'53"E 84.20 FEET; THENCE N48°11'41"E 68.82 FEET; THENCE N48°34'34"E 325.00 FEET; THENCE N39°34'32"E 90.04 FEET; THENCE N24°28'39"E 509.52 FEET; THENCE N3°26'24"E 31.03 FEET; THENCE N0°32'28"W 186.00 FEET; THENCE N80°40'57"W 121.38 FEET; THENCE N41°27'29"E 188.09 FEET; THENCE S66°44'15"E 10.00 FEET; THENCE N33°15'45"E 133.65 FEET; THENCE N34°10'15"E 89.71 FEET; THENCE N83°27'00"E 187.18 FEET; THENCE N50°07'50"E 80.00 FEET TO A POINT ON A 580.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S50°07'50"W; THENCE ALONG THE ARC OF SAID CURVE 40.12 FEET THROUGH A CENTRAL ANGLE OF 3°57'47"; TO THE POINT OF A 130.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 138.63 FEET THROUGH A CENTRAL ANGLE OF 61°06'01"; THENCE S22°18'10"E 83.21 FEET TO A POINT ON A 130.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S37°35'54"E; THENCE ALONG THE ARC OF SAID CURVE 138.63 FEET THROUGH A CENTRAL ANGLE OF 61°06'01"; TO THE POINT OF A 580.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 416.93 FEET THROUGH A CENTRAL ANGLE OF 41°11'13"; THENCE S32°29'18"W 668.33 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF ESCONDIDO AT SIENNA HILLS PHASE 1 SUBDIVISION, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE ALONG SAID BOUNDARY LINE FOR THE FOLLOWING THREE (3) COURSES: (1) N57°30'42"W 80.00 FEET; (2) THENCE S32°29'18"W 628.62 FEET (3) TO THE POINT OF A 87.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 125.29 FEET THROUGH A CENTRAL ANGLE OF 82°02'16" TO A POINT ON THE NORTHERLY BOUNDARY OF PASEOS AT SIENNA HILLS PHASE 1 SUBDIVISION, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE ALONG SAID BOUNDARY LINE FOR THE FOLLOWING NINE (9) COURSES: (1) THENCE N39°26'32"E 54.12 FEET; (2) THENCE N50°52'39"E 10.00 FEET; (3) THENCE N39°07'21"W 41.90 FEET; (4) THENCE N13°48'55"W 48.41 FEET; (5) THENCE N76°59'37"W 60.12 FEET (6) TO THE POINT OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 46.00 FEET THROUGH A CENTRAL ANGLE OF 105°24'57"; (7) THENCE S87°35'26"W 34.00 FEET (8) TO A POINT ON A 217.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS N87°35'26"E; THENCE ALONG THE ARC OF SAID CURVE 2.14 FEET THROUGH A CENTRAL ANGLE OF 0°33'54"; (9) THENCE S88°09'19"W 90.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 714,826 SQ FT OR 16.41 ACRES MORE OR LESS

AMENDMENT NOTE

THE PURPOSE OF THIS PLAT AMENDMENT IS TO ADJUST THE WESTERLY BOUNDARY EASTWARD TO FACILITATE THE AMENDMENT & EXTENSION OF PASEOS AT SIENNA HILLS PHASE 4 AMENDED AND EXTENDED. THIS AMENDMENT ONLY AFFECTS THE UN-IRRIGATED COMMON AREA ADJACENT TO SAID PHASE 4.

VICINITY MAP



JAMES A. RAINES
PROFESSIONAL LAND SURVEYOR
UTAH LICENSE NUMBER 334569

DATE: _____

PASEOS AT SIENNA HILLS PHASE 2 AMENDED

LOCATED IN
SW 1/4 OF SECTION 7, TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE AND MERIDIAN

APPROVAL OF PUBLIC WORKS	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL OF THE PLANNING COMMISSION	APPROVAL AND ACCEPTANCE BY THE WASHINGTON CITY, UTAH	TREASURER APPROVAL	RECORDED No.
THE HEREON SUBDIVISION HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE THIS ____ DAY OF _____, 20____.	THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS ____ DAY OF _____, A.D. 20____.	APPROVED AS TO FORM, THIS THE ____ DAY OF _____, A.D. 20____.	ON THIS THE ____ DAY OF _____, A.D. 20____, THE PLANNING COMMISSION OF WASHINGTON CITY, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE WASHINGTON, UT.	WE, THE MAYOR AND CITY COUNCIL OF WASHINGTON, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE ____ DAY OF _____, A.D. 20____ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.	I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF _____, A.D. 20____ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.	
PUBLIC WORKS, WASHINGTON CITY	ENGINEER, WASHINGTON CITY	CITY ATTORNEY, WASHINGTON CITY	CHAIRMAN PLANNING COMMISSION WASHINGTON CITY, UTAH	ATTEST: CITY RECORDER, WASHINGTON CITY MAYOR, WASHINGTON CITY	WASHINGTON COUNTY TREASURER	WASHINGTON COUNTY RECORDER

HIGH POINT ENGINEERING & SURVEYING

ENGINEERING - PLANNING - SURVEYING

1360 WEST 2130 SOUTH
ST. GEORGE UT 84770

OFFICE: (435) 688-5293 - SURVEY SCHEDULE: (435) 256-2109



Drawn : MDR Date : AUG. 2021

Checked : JAR

Approved : JAR

Scale : 1" = 40'

Job No : 211009

PASEOS AT SIENNA HILLS PHASE 2 AMD

LOCATED IN
SW 1/4 OF SECTION 7, TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE AND MERIDIAN

SHEET
3

3
SHEETS

FILE: 211009FP2

WASHINGTON CITY
CITY COUNCIL MEETING
STAFF REVIEW

HEARING DATE: September 08, 2021

ACTION REQUESTED: Amended Final Plat approval for the Paseos at Sienna Hills, Phase 4, Amended and Extended subdivision, located at approximately Grapevine Crossing and Plata Circle

APPLICANT: Troy Belliston

OWNER: Troy Belliston

ENGINEER: High Point Engineering & Surveying

REVIEWED BY: Eldon Gibb, City Planner

RECOMMENDATION: Recommend approval with conditions

Background

The applicant is requesting approval of an Amended and Extended Final plat for the Paseos at Sienna Hills, Phase 4, Amended and Extended subdivision, located at approximately Grapevine Crossing and Plata Circle. The reason for this amendment is to extend the rear lots numbered 106 through 115 to utilize the areas that were previously graded as part of the original construction of this subdivision. The plat boundary will also be adjusted to accommodate the additional areas.

Staff has reviewed the proposed amended and extended final plat and finds it conforms to the original PCD zoning of this development. The subdivision also remains in compliance with the Subdivision Ordinance of the City.

Recommendation

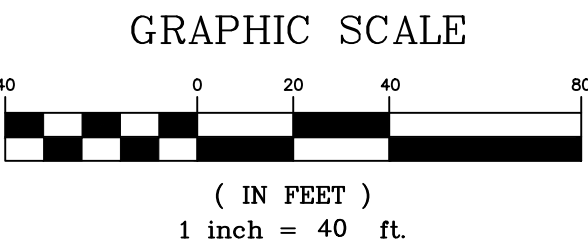
The Planning Commission reviewed this proposal September 01, 2021 and unanimously recommend approval of the Amended and Extended Final Plat for the Paseos at Sienna Hills Phase 4 subdivision, based on the following original findings and subject to the following original conditions:

Findings

1. The amended final plat meets the land use designation as outlined in the General Plan for the proposed area.
2. That the amended final plat conforms to the Washington City Zoning Ordinance and Subdivision Ordinance as outlined.

Conditions

1. All improvements shall be completed or bonded for prior to recording the final plat.
2. A current title report policy shall be submitted prior to recording the final plat.
3. Any referenced control monuments related to this subdivision shall be in place prior to recordation of the final plat. A stamped and signed letter from a professional land surveyor licensed in the state of Utah that verifies that the referenced control monuments are in place shall be submitted to the Community Development Department for filing prior to plat recordation.
4. Where applicable, in the General Notes where the terms "Home Owners Association", or "Property Owners", shall be changed to read as "Property Owners and/or Home Owners Association".
5. That a post maintenance agreement be recorded prior to the recording of the final plat.



STATE OF UTAH

LOLA VIOLET SULLIVAN TRUST
W-4-2-7-441

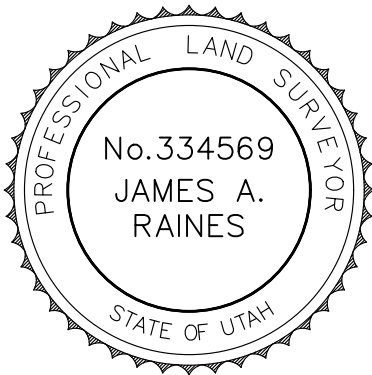
GOVERNMENT LOT 1

STATE OF UTAH

STATE OF UTAH

STATE OF UTAH

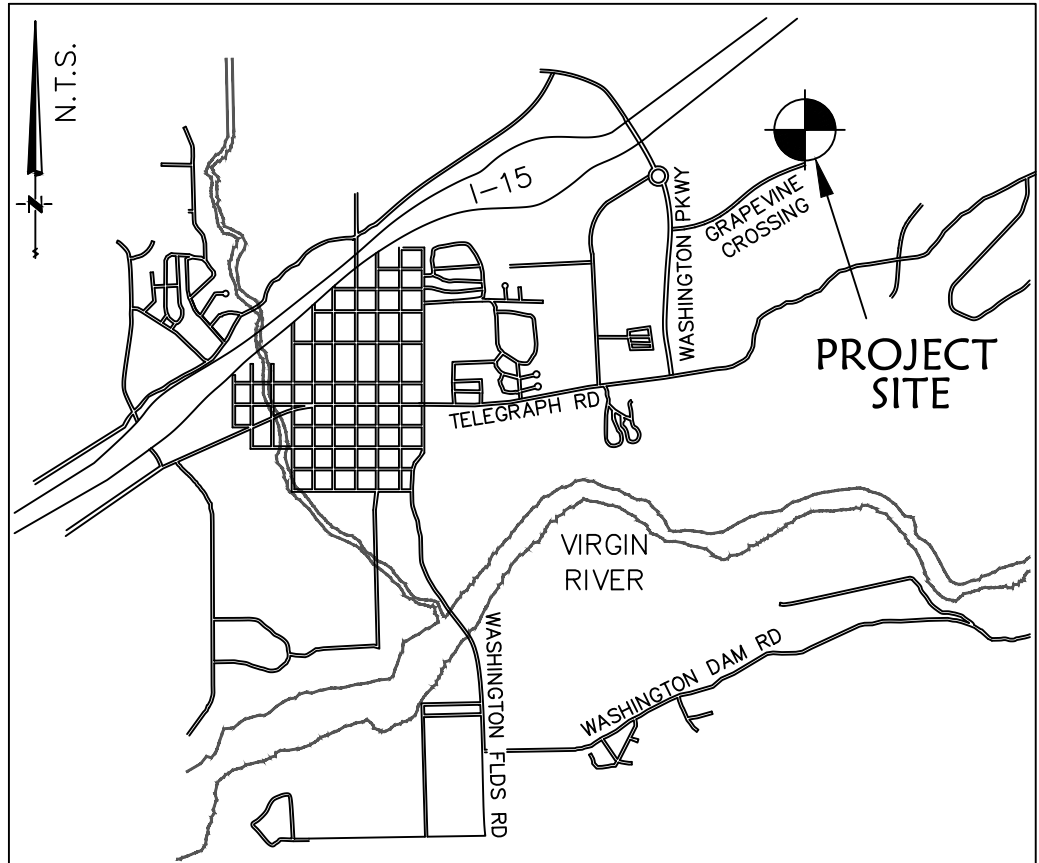
LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S77°22'17"E	20.00'
L2	S77°22'17"E	20.00'
L3	S58°24'20"E	20.00'
L4	S47°06'45"E	20.00'
L5	S50°01'25"E	34.85'
L6	N76°11'43"E	20.00'
L7	S50°22'53"E	10.58'
L8	S47°06'45"E	20.00'
L9	S58°24'20"E	20.00'
L10	S58°24'20"E	20.00'
L11	S77°22'17"E	20.00'
L12	N77°22'17"W	20.00'



LEGEND

- SECTIONAL MONUMENTATION (FOUND: TYPE, DATE, AGENCY AND LOCATION ETC. AS SHOWN ON THE PLAT)
- SPECIFIES SURVEY CONTROL MONUMENT SET WITH ORIGINAL PLAT (CLASS 1, RING & LID SET TO CITY STANDARD)
- SPECIFIES FOUND SURVEY CONTROL MONUMENT AS SHOWN AND NOTED (CLASS 1, RING & LID)
- SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS II, REBAR & ALUM. CAP SET TO CITY STANDARD)
- SPECIFIES FOUND SURVEY CONTROL MONUMENT (CLASS II, REBAR & ALUM. CAP SET TO CITY STANDARD)
- ALL BOUNDARY CORNERS TO BE SET WITH 5/8" REBAR AND CAP STAMPED PLS 334569 UNLESS OTHERWISE SPECIFIED ON THE PLAT
- SPECIFIES FOUND BOUNDARY CORNERS SET WITH 5/8" REBAR AND CAP

VICINITY MAP



CURVE TABLE

CURVE NO.	RADIUS	LENGTH	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	25.00'	44.32'	101°34'39"	N38°09'37"W	38.74'
C2	133.00'	44.03'	18°57'57"	N22°06'41"E	43.82'
C3	113.00'	21.91'	11°06'36"	N18°11'01"E	21.88'
C4	113.00'	0.48'	0°14'41"	N31°28'20"E	0.48'
C5	133.00'	26.21'	11°17'35"	N37°14'28"E	26.17'
C6	113.00'	18.74'	9°30'05"	N38°08'13"E	18.72'
C7	5.00'	4.88'	55°56'39"	N70°51'35"E	4.69'
C8	70.00'	46.51'	38°04'05"	S79°47'52"W	45.66'
C9	25.00'	24.41'	55°56'39"	N70°51'35"E	23.45'
C10	50.00'	98.29'	112°38'12"	S42°30'49"W	83.21'
C11	70.00'	108.83'	89°04'54"	S58°20'44"E	98.20'
C12	50.00'	156.43'	179°15'06"	N76°34'09"E	100.00'
C13	70.00'	49.18'	40°15'29"	N7°04'21"E	48.18'
C14	5.00'	4.88'	55°56'39"	S14°54'56"W	4.69'
C15	25.00'	24.41'	55°56'39"	S14°54'56"W	23.45'
C16	167.00'	32.92'	11°17'35"	N37°14'28"E	32.86'
C17	187.00'	24.83'	7°36'25"	N35°23'52"E	24.81'
C18	187.00'	30.43'	9°19'26"	N26°55'57"E	30.40'
C19	167.00'	55.28'	18°57'57"	N22°06'41"E	55.03'
C20	187.00'	16.47'	5°02'41"	N15°09'03"E	16.46'
C21	25.00'	38.26'	87°41'36"	S56°28'31"W	34.64'
C22	360.00'	161.19'	25°39'15"	N66°51'04"W	159.85'
C23	500.00'	123.52'	14°09'16"	N46°56'48"W	123.21'

- SPECIFIES COMMON AREA = 34,932 SQ FT OR 0.80 ACRES
- SPECIFIES LIMITED COMMON AREA = 6,829 SQ FT OR 0.16 ACRE
- SPECIFIES PRIVATE ELEMENT = 53,924 SQ FT OR 1.24 ACRE
- SPECIFIES UN-IRRIGATED COMMON AREA = 37,083 SQ FT OR 0.85 ACRE
- SPECIFIES PUBLIC STREET = 41,122 SQ FT OR 0.94 ACRE

SOUTHEAST CORNER, SECTION 12,
TOWNSHIP 42 SOUTH, RANGE 15 WEST,
SALT LAKE BASE AND MERIDIAN
1973 BLM BRASS CAP (DEMOLISHED)
HCN POINT NO. 2150 (WITNESS CORNER SET)

PASEOS AT SIENNA HILLS PHASE 4 AMENDED & EXTENDED

LOCATED IN
SW 1/4 OF SECTION 7, TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE AND MERIDIAN

AMENDMENT NOTE

THE PURPOSE OF THIS PLAT AMENDMENT IS TO EXTEND THE REAR OF LOTS 106-115 TO MORE UTILIZE THE AREAS THAT WERE PREVIOUSLY GRADED AS PART OF THE ORIGINAL CONSTRUCTION OF THIS SUBDIVISION. TO ACHIEVE THIS GOAL THE PLAT BOUNDARY WILL ALSO NEED TO BE ADJUSTED TO ACCOMMODATE THE ADDITIONAL AREAS.

NORTHEAST CORNER SECTION 12,
TOWNSHIP 42 SOUTH, RANGE 15 WEST,
SALT LAKE BASE AND MERIDIAN
1978 BLM BRASS CAP
HCN POINT NO. 2085

EAST 1/4 CORNER SECTION 12,
TOWNSHIP 42 SOUTH, RANGE 15 WEST,
SALT LAKE BASE AND MERIDIAN
REBAR & PLASTIC CAP (STAMPED B&G)
COUNTY REFERENCE NO. T25-42-15

WITNESS CORNER SET ON SECTION LINE
WITH A 3" BRASS CAP IN RING & LID
COUNTY REFERENCE NO. R25-42-15

HIGH POINT ENGINEERING & SURVEYING

ENGINEERING - PLANNING - SURVEYING

1360 WEST 2130 SOUTH

ST. GEORGE UT 84770

OFFICE: (435) 688-5293 · SURVEY SCHEDULE: (435) 256-2109



Drawn : MDR Date : JUL. 2021

Email : marcoraines@gmail.com

Checked : JAR

Approved : JAR

Scale : 1" = 40'

Job No : 210009

PASEOS AT SIENNA HILLS PH.4 AMD & EXT

LOCATED IN

SW 1/4 OF SECTION 7, TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE AND MERIDIAN

SHEET

1

SHEETS

2

FILE: 211009FP4

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF _____ } S.S.
COUNTY OF _____

ON THE ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, LARRY BELLISTON, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE AUTHORIZED AGENT OF DYNASTY DEVELOPMENT, LLC, AND THAT HE EXECUTED THE FOREGOING OWNER'S DEDICATION IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF DYNASTY DEVELOPMENT, LLC, AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
NOTARY PUBLIC FULL NAME: _____ STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)
COMMISSION NUMBER: _____

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF _____ } S.S.
COUNTY OF _____

ON THE ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, TROY G BELLISTON WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE MANAGER OF CUATRO CINCO, LLC, AND THAT HE EXECUTED THE FOREGOING OWNER'S DEDICATION IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF CUATRO CINCO, LLC, AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
NOTARY PUBLIC FULL NAME: _____ STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)
COMMISSION NUMBER: _____

CORPORATION ACKNOWLEDGMENT

STATE OF _____ } S.S.
COUNTY OF _____

ON THE ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, TROY G BELLISTON WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE AUTHORIZED AGENT OF PASEOS AT SIENNA HILLS PHASE 4 OWNERS ASSOCIATION, INC., AND THAT HE EXECUTED THE FOREGOING OWNER'S DEDICATION IN BEHALF OF SAID CORPORATION BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF PASEOS AT SIENNA HILLS PHASE 4 OWNERS ASSOCIATION, INC., AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
NOTARY PUBLIC FULL NAME: _____ STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)
COMMISSION NUMBER: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ } S.S.
COUNTY OF _____

ON THE ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, DAREN PUGMIRE, WHO DULY ACKNOWLEDGED TO ME THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
NOTARY PUBLIC FULL NAME: _____ STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)
COMMISSION NUMBER: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ } S.S.
COUNTY OF _____

ON THE ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, KATIE PUGMIRE, WHO DULY ACKNOWLEDGED TO ME THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
NOTARY PUBLIC FULL NAME: _____ STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)
COMMISSION NUMBER: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ } S.S.
COUNTY OF _____

ON THE ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, VAR CALDER, WHO DULY ACKNOWLEDGED TO ME THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
NOTARY PUBLIC FULL NAME: _____ STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)
COMMISSION NUMBER: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ } S.S.
COUNTY OF _____

ON THE ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, VICKIE CALDER, WHO DULY ACKNOWLEDGED TO ME THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
NOTARY PUBLIC FULL NAME: _____ STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)
COMMISSION NUMBER: _____

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT THE UNDERSIGNED OWNER OF ALL THE HEREON DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PRIVATE STREET, PUBLIC STREETS, COMMON AREAS, UN-IRRIGATED COMMON AREAS AND LIMITED COMMON AREAS, TO BE HEREAFTER KNOWN AS:

PASEOS AT SIENNA HILLS PH.4 AMD & EXT

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, DO HEREBY DEDICATE AND CONVEY TO PASEOS AT SIENNA HILLS PHASE 4 OWNERS ASSOCIATION, INC. FOR THE COMMON USE AND ENJOYMENT OF ITS MEMBERS, BUT NOT THE USE OF THE GENERAL PUBLIC, ALL PRIVATE STREETS, ALL UN-IRRIGATED COMMON AREA, COMMON AND LIMITED COMMON AREAS SHOWN ON THIS PLAT, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF DEDICATIONS OF SAID PRIVATE STREETS, COMMON AND LIMITED COMMON AREAS AS MORE PARTICULARLY SET FORTH IN THE DISTRICT DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, AND RESERVATION OF EASEMENTS, AND BYLAWS FOR PASEOS AT SIENNA HILLS PHASE 4 OWNERS ASSOCIATION RECORDED UNDER NUMBER 20210034368 ON MAY 13TH, 2021, WHICH ARE HEREBY INCORPORATED AND MADE PART OF THIS PLAT, AND DO HEREBY DEDICATE AND CONVEY TO WASHINGTON CITY FOR THE GENERAL USE OF THE PUBLIC ALL PUBLIC STREETS AS SHOWN ON THIS PLAT AND DO HEREBY DEDICATED AND CONVEY TO WASHINGTON CITY EASEMENTS OVER, ON, UNDER AND ACROSS ALL PORTIONS SHOWN OR REFERENCED ON THIS PLAT AS COMMON AREAS, LIMITED COMMON AREAS, UN-IRRIGATED COMMON AREAS AND PRIVATE STREETS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE. EXCEPTING AND RESERVING, TO THE STATE OF UTAH, SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION THE ENTIRE INTEREST IN THE MINERAL ESTATE INCLUDING ALL COAL, OIL, GAS AND OTHER MINERALS IN ALL LANDS SO CONVEYED AND DEDICATED.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20____.

DYNASTY DEVELOPMENT GROUP, LLC
(A UTAH LIMITED LIABILITY COMPANY)

LARRY BELLISTON, AUTHORIZED AGENT

CUATRO CINCO, LLC

(A UTAH LIMITED LIABILITY COMPANY)

TROY G. BELLISTON, MANAGER

PASEOS AT SIENNA HILLS PHASE 4
OWNERS ASSOCIATION, INC.

(A UTAH CORPORATION)

TROY G. BELLISTON, AUTHORIZED AGENT

DAREN PUGMIRE

(A INDIVIDUAL)

DAREN PUGMIRE

KATIE PUGMIRE

(A INDIVIDUAL)

KATIE PUGMIRE

VAR CALDER

(A INDIVIDUAL)

VAR CALDER

VICKIE CALDER

(A INDIVIDUAL)

VICKIE CALDER

ROCK CANYON BANK, INC.

(A UTAH CORPORATION)

_____, TITLE: MANAGER

CALIBER HOME LOANS, INC.

(A OKLAHOMA CORPORATION)

_____, TITLE: MANAGER

MORTGAGEE ACKNOWLEDGMENT

STATE OF _____ } S.S.
COUNTY OF _____

ON THE ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, _____ WHO BEING BY ME DULY SWORN DID SAY THAT PERSON IS THE MANAGER OF ROCK CANYON BANK, INC., AND THAT HE EXECUTED THE FOREGOING DOCUMENT ON BEHALF OF SAID CORPORATION, BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF ROCK CANYON BANK, INC., AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH CORPORATION EXECUTED THE SAME FOR THE PURPOSES STATED THEREIN.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
NOTARY PUBLIC FULL NAME: _____ STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)
COMMISSION NUMBER: _____

MORTGAGEE'S CONSENT TO RECORD

ROCK CANYON BANK, INC., A MORTGAGEE OF SAID TRACK OF LAND DOES HEREBY GIVE CONSENT FOR SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED IN THE PLAT, TO RECORDING PLAT, RECORDING OF COVENANTS, CONDITIONS AND RESTRICTIONS AND JOINS IN ALL DEDICATIONS AND CONVEYANCES.

MANAGER: _____

MORTGAGEE ACKNOWLEDGMENT

STATE OF _____ } S.S.
COUNTY OF _____

ON THE ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, _____ WHO BEING BY ME DULY SWORN DID SAY THAT PERSON IS THE MANAGER OF CALIBER HOME LOANS, INC., AND THAT HE EXECUTED THE FOREGOING DOCUMENT ON BEHALF OF SAID CORPORATION, BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF CALIBER HOME LOANS, INC., AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH CORPORATION EXECUTED THE SAME FOR THE PURPOSES STATED THEREIN.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN _____
NOTARY PUBLIC FULL NAME: _____ STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)
COMMISSION NUMBER: _____

MORTGAGEE'S CONSENT TO RECORD

CALIBER HOME LOANS, INC., A MORTGAGEE OF SAID TRACK OF LAND DOES HEREBY GIVE CONSENT FOR SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED IN THE PLAT, TO RECORDING PLAT, RECORDING OF COVENANTS, CONDITIONS AND RESTRICTIONS AND JOINS IN ALL DEDICATIONS AND CONVEYANCES.

MANAGER: _____

SURVEYOR'S CERTIFICATE

I, JAMES A. RAINES, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 334569 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 UTAH STATE CODE, AND HAVE VERIFIED ALL MEASUREMENTS AND PLACED MONUMENTS AS REPRESENTED ON THIS PLAT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE HEREON OWNER(S), I HAVE SUBDIVIDED SAID TRACT OF LAND DESCRIBED HERE ON INTO LOTS, PRIVATE STREETS, PUBLIC STREETS, COMMON AREAS, UN-IRRIGATED COMMON AREAS AND LIMITED COMMON AREAS, HEREAFTER TO BE KNOWN AS:

PASEOS AT SIENNA HILLS PH.4 AMD & EXT

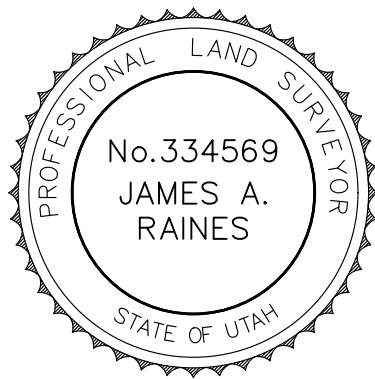
AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF PASEOS AT SIENNA HILLS PHASE 2 AMENDED AND EXTENDED SUBDIVISION, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; POINT ALSO BEING N101°40'E 795.55 FEET ALONG THE EAST SECTION LINE OF SECTION 12, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, FROM THE EAST QUARTER CORNER OF SAID SECTION, AND S88°58'20"E 1191.46 FEET AND RUNNING THENCE N80°40'57"W 32.40 FEET; THENCE S43°31'17"W 27.57 FEET; THENCE N48°44'05"W 68.08 FEET; THENCE N40°21'03"W 38.71 FEET; THENCE N16°45'06"W 35.15 FEET; THENCE N5°54'30"W 43.38 FEET; THENCE N6°33'06"E 40.61 FEET; THENCE S83°26'54"E 10.00 FEET; THENCE N37°05'53"E 136.63 FEET; THENCE N56°10'39"W 7.51 FEET; THENCE N36°27'39"E 126.10 FEET; THENCE N12°37'43"E 109.76 FEET; THENCE N88°56'56"W 42.34 FEET; THENCE N10°3'04"E 40.00 FEET; THENCE S88°56'56"E 91.06 FEET; THENCE N0°20'37"E 40.00 FEET; THENCE S88°56'56"E 44.74 FEET TO THE POINT OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 34.22 FEET THROUGH A CENTRAL ANGLE OF 78°25'21"; THENCE N12°37'43"E 20.83 FEET; THENCE S77°22'17"E 39.00 FEET; THENCE S12°37'43"W 10.13 FEET TO THE POINT OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 39.86 FEET THROUGH A CENTRAL ANGLE OF 91°21'12" TO THE POINT OF A 440.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 189.69 FEET THROUGH A CENTRAL ANGLE OF 24°42'03" TO THE POINT OF A 580.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 143.28 FEET THROUGH A CENTRAL ANGLE OF 14°09'16" TO A POINT ON THE WESTERLY BOUNDARY OF SAID PASEOS AT SIENNA HILLS PHASE 2 AMENDED AND EXTENDED SUBDIVISION; THENCE ALONG SAID WESTERLY BOUNDARY FOR THE FOLLOWING SIX (6) COURSES: (1) S50°07'50"W 80.00 FEET; (2) THENCE S83°27'00"W 187.18 FEET; (3) THENCE S34°10'15"W 89.71 FEET; (4) THENCE S33°15'45"W 133.65 FEET; (5) THENCE N56°44'15"W 10.00 FEET; (6) THENCE S41°27'29"W 188.09 FEET TO THE POINT OF BEGINNING.

CONTAINS 173,890 SQ FT OR 3.99 ACRES MORE OR LESS

DATE: _____



JAMES A. RAINES
PROFESSIONAL LAND SURVEYOR
UTAH LICENSE NUMBER 334569

GENERAL NOTES

- THIS PLANNED DEVELOPMENT CONTAINS PRIVATE STREETS AS LABELED. PRIVATE STREETS ARE NOT OWNED, MAINTAINED, OR REPAIRED BY WASHINGTON CITY. THE PROPERTY OWNERS AND/OR HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL STREETS WITHIN THIS PLANNED DEVELOPMENT.
- ALL DRAINAGE IMPROVEMENTS WITHIN THE PLANNED UNIT DEVELOPMENT ARE PRIVATE AND NOT OWNED, MAINTAINED, OR REPAIRED BY WASHINGTON CITY. THE PROPERTY OWNERS AND/OR HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL DRAINAGE IMPROVEMENTS WITHIN THE PLANNED DEVELOPMENT UNLESS OTHERWISE APPROVED AND ACCEPTED BY WASHINGTON CITY. WASHINGTON CITY SHALL HAVE THE RIGHT TO ASSESS THE PROPERTY OWNERS AND/OR HOMEOWNERS ASSOCIATION FOR FAILING TO MAINTAIN THE DETENTION AND LANDSCAPE AREAS.
- ALL POWER, SEWER AND WATER IMPROVEMENTS ARE PUBLIC AND MAINTAINED BY WASHINGTON CITY UP TO AND INCLUDING THE METERS. ALL FIRE HYDRANTS AND THEIR APPURTENANCES WITHIN THIS PLANNED DEVELOPMENT ARE PUBLIC AND ARE MAINTAINED BY WASHINGTON CITY. FIRE LINES TO BUILDINGS ARE PRIVATE AND SHALL BE MAINTAINED BY THE PROPERTY OWNERS.
- THE PROPERTY OWNERS AND/OR HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR REPAIRING, RESTORING, OR REPLACING PRIVATE STREETS, LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS PLANNED DEVELOPMENT RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY WASHINGTON CITY IN INSTALLING, MAINTAINING, REPAIRING OR REPLACING PUBLIC POWER, WATER, SEWER AND DRAINAGE IMPROVEMENTS.
- IN ADDITION TO ANNUAL, USUAL AND SPECIAL ASSESSMENTS FOR MAINTENANCE OF COMMON NON-PUBLIC IMPROVEMENTS CONTAINED WITHIN THIS PLANNED DEVELOPMENT, THE PROPERTY OWNERS AND/OR HOMEOWNERS ASSOCIATION SHALL LEVY SUCH ASSESSMENTS AS MAY BE NECESSARY FROM TIME TO TIME TO REPAIR, RESTORE, OR REPLACE PRIVATE STREETS, LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS PLANNED DEVELOPMENT.
- BY RECORDING THIS PLANNED DEVELOPMENT PLAT, EASEMENTS ARE HEREBY GRANTED WITHIN THIS PLANNED DEVELOPMENT FOR INSTALLATION, ACCESS, MAINTENANCE, AND REPAIR OF ALL UTILITIES INCLUDING NATURAL GAS, CABLE TV, TELEPHONE, WATER AND POWER, AND FOR SEWER AND DRAINAGE IMPROVEMENTS ON ALL COMMON, LIMITED COMMON AND PRIVATE STREET AREAS.
- ALL COMMON AND LIMITED COMMON AREAS AND PRIVATE STREETS SHOWN ON THIS PLAT ARE SUBJECT TO A PUBLIC UTILITIES AND DRAINAGE EASEMENT FOR INSTALLATION AND MAINTENANCE OF IMPROVEMENTS AND SUCH EASEMENTS SHALL BE SUBJECT TO THE RIGHT OF THE CITY OF WASHINGTON TO ASSESS THE PROPERTY OWNERS AND/OR HOMEOWNERS ASSOCIATION TO REPAIR DRIVES, LANDSCAPING, ETC., WHERE NEEDED TO REPAIR OR REPLACE THE PUBLIC UTILITIES.
- A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS AND EXTERIOR FLATWORK, ARE COMPILED IN A REPORT DATED JANUARY 16, 2019. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY ON FILE WITH WASHINGTON CITY. OWNERS, BUILDERS AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS RECOMMENDATIONS.
- ALL LANDSCAPING, WALLS AND OTHER STRUCTURES SHALL MEET SIGHT DISTANCE REQUIREMENTS. WASHINGTON CITY HAS THE RIGHT TO ASSESS THE PROPERTY OWNERS AND/OR HOMEOWNERS ASSOCIATION FOR FAILING TO MAINTAIN SIGHT DISTANCE REQUIREMENTS.

AMENDMENT NOTE

THE PURPOSE OF THIS PLAT AMENDMENT IS TO EXTEND THE REAR OF LOTS 106-115 TO MORE UTILIZE THE AREAS THAT WERE PREVIOUSLY GRADED AS PART OF THE ORIGINAL CONSTRUCTION OF THIS SUBDIVISION. TO ACHIEVE THIS GOAL THE PLAT BOUNDARY WILL ALSO NEED TO BE ADJUSTED TO ACCOMMODATE THE ADDITIONAL AREAS.

PASEOS AT SIENNA HILLS PHASE 4
AMENDED & EXTENDED

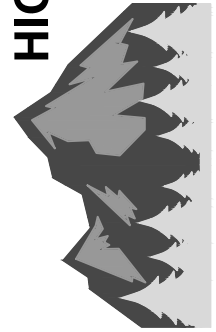
LOCATED IN
SW 1/4 OF SECTION 7, TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE AND MERIDIAN

APPROVAL OF PUBLIC WORKS	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL OF THE PLANNING COMMISSION	APPROVAL AND ACCEPTANCE BY THE WASHINGTON CITY, UTAH	TREASURER APPROVAL	RECORDED No.
THE HEREON SUBDIVISION HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE THIS ____ DAY OF _____, 20____.	THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS ____ DAY OF _____, A.D. 20____.	APPROVED AS TO FORM, THIS THE ____ DAY OF _____, A.D. 20____.	ON THIS THE ____ DAY OF _____, A.D. 20____, THE PLANNING COMMISSION OF WASHINGTON CITY, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE WASHINGTON, UT.	WE, THE MAYOR AND CITY COUNCIL OF WASHINGTON, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE ____ DAY OF _____, A.D. 20____ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.	I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF _____, A.D. 20____ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.	
PUBLIC WORKS, WASHINGTON CITY	ENGINEER, WASHINGTON CITY	CITY ATTORNEY, WASHINGTON CITY	CHAIRMAN PLANNING COMMISSION WASHINGTON CITY, UTAH	ATTEST: CITY RECORDER, WASHINGTON CITY MAYOR, WASHINGTON CITY	WASHINGTON COUNTY TREASURER	WASHINGTON COUNTY RECORDER

HIGH POINT ENGINEERING & SURVEYING

ENGINEERING - PLANNING - SURVEYING
1360 WEST 2130 SOUTH
ST. GEORGE UT 84770

OFFICE: (435) 688-5293 • SURVEY SCHEDULE: (435) 256-2109



Drawn : MDR Date : JUL 2021
Email : marcraines@gmail.com
Checked : JAR
Approved : JAR
Scale : 1" = 40'
Job No : 21009

PASEOS AT SIENNA HILLS PH.4 AMD & EXT

LOCATED IN
SW 1/4 OF SECTION 7, TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE AND MERIDIAN

SHEET
2
SHEETS
FILE: 211009FP4



Incentives Overview

September 8, 2021



EDCUtah Overview

- Private, non-profit organization founded in 1987
- Catalyst for quality job growth and increased capital investment
- Specialize in corporate recruitment, economic research, site selector marketing and community development
- Supported by state government (Go Utah), local governments, and organizations from the private sector



Community Training Seminars

- Designed to improve communication and collaboration between state and local efforts
- Part of EDCUtah's contract with Go Utah
- Significant part of EDCUtah's Community Strategy initiative
- Intended to be led by subject matter experts (EDCUtah, Go Utah, community, private industry, and national leaders)
- Topics to include Site Selection, Incentives, Mega Sites, and others



Understanding Local Incentives

How do local incentives impact projects?



What is an Incentive?

- A reward to induce, incite, or spur action
- Inducements - often in the form of financing, but sometimes in the form of services
 - Persuade companies to build new structures, purchase equipment, design new products, enter new markets, and above all create new jobs where they otherwise wouldn't
- US localities and states spend \$70 billion annually on incentives



Source: International Economic Development Council,
Incentives for the Twenty-First Century

What drives your community's incentives philosophy?

- Jobs
- Wages
- Capital expenditures
- Commitment to the community



Why a local incentives policy?

- Negotiate from a position of strength
- Avoid political problems
- Alignment of priorities



Proactive Economic Development Efforts

- Economic Development Strategic Plan
- Development vision
- Development Ready Communities Program
 - Community Assessment Tools
- Case-by-Case



Public / Private Partnerships

- Cities – zoning, permitting, fees, infrastructure, power, water
- Counties
- Education – taxes, training
- Other taxing entities
- Private sector businesses – land, development, utilities
- Private sector consultants – Lewis Young Robertson & Burningham, Smith Hartvigsen, Zions, etc.
- DWS
- Business associations



Tools

- Community Reinvestment Areas (CRAs)
- Transportation Reinvestment Zones – Interlocal Agreements (TRZs)
- Public Infrastructure Districts (PIDs)
- Special Assessment Areas (SAAs)
- Opportunity Zones (OZs)
- Go Utah EDTIF
- Go Utah Rural Programs



Finding Your Approach to Incentives



Outline an Incentives Philosophy

- Approach each project on a case-by-case basis
- Determine if the project is beneficial to your community
- “For projects that are a fit for the community we will offer a a range of ___% for ___ years.”



Create Explicit Directives

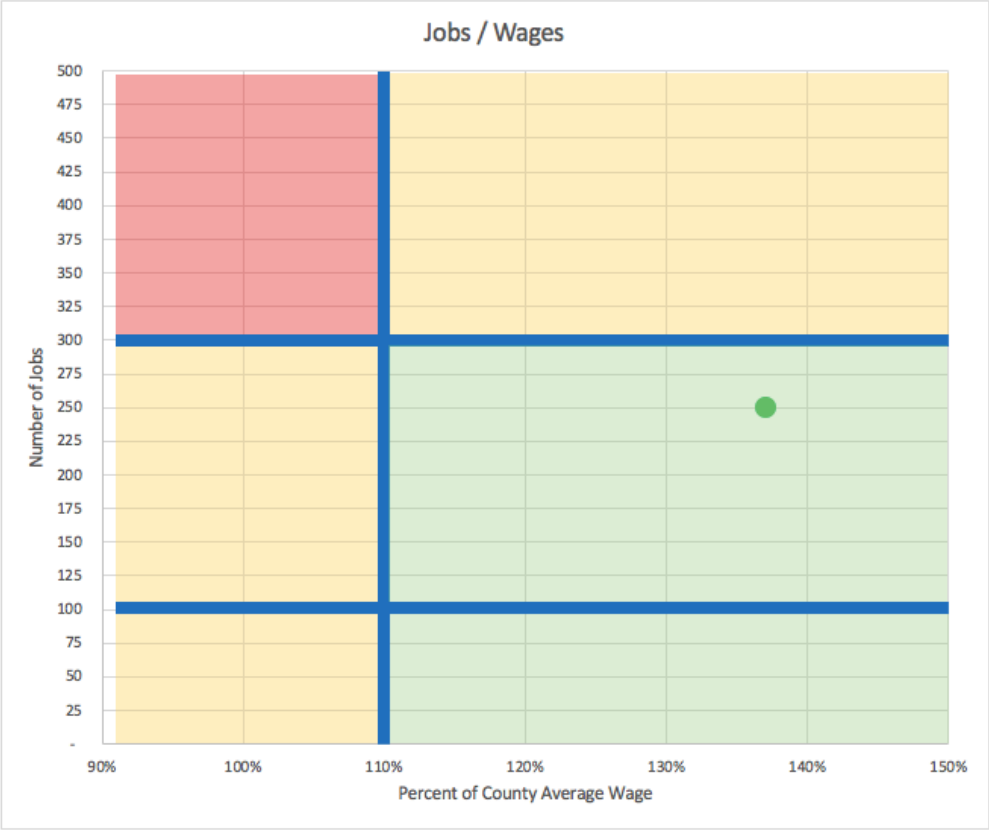
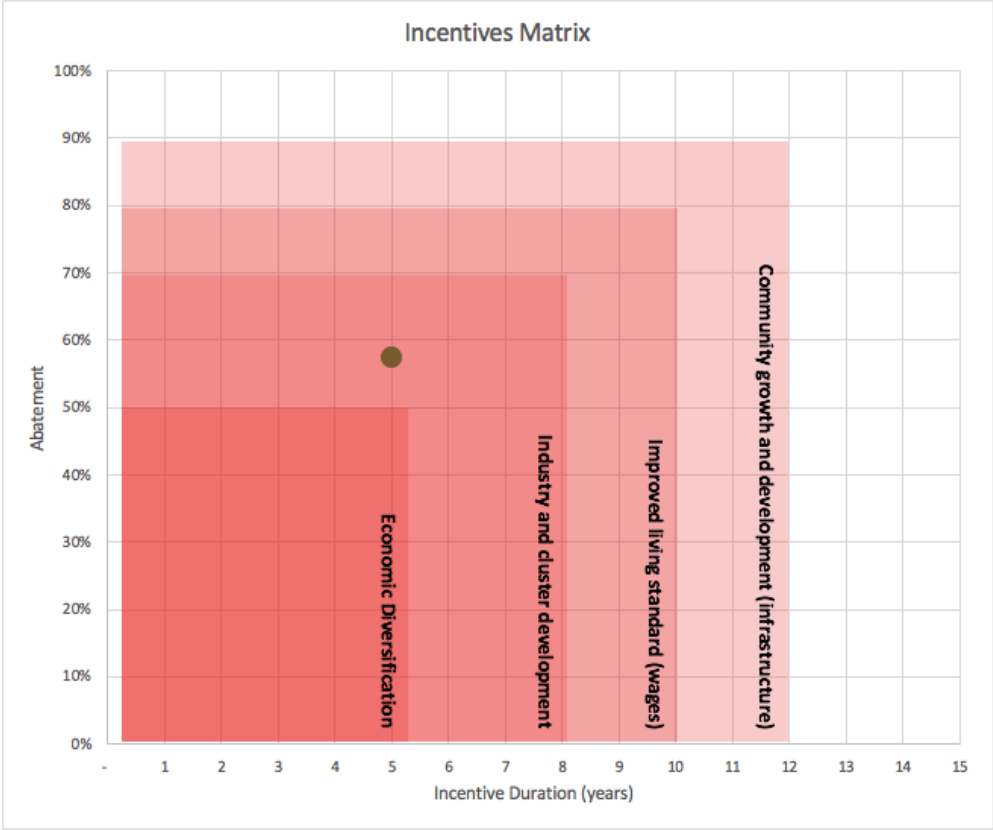
As a community we value this particular component of a project so we will offer these types of incentives

- Projects within this range of what we want we will offer ___% for ___ years



Matrix Inputs

INPUTS	
Category	Metric
Jobs	250
Wages	\$ 60,000
County Average Wage	\$ 43,799
Percent of County Average Wage	137%
Capital Investment	\$ 10
Community population	48,504
Capital investment per capita	\$ 0.00
Community Priority:	
Economic diversification	
Project Type:	
Recruitment	
High Resource User?	
Equal to highest user	
Improvement to building of historical significance	
Yes	
Incentive Package Details	
Time (years)	5
Reimbursement	58%



The Narrative

COMMUNITY PRIORITIES	Percent Offered
Industry and cluster development	
Time	53%
Reimbursement	60%
Economic diversification	
Time	33%
Reimbursement	50%
Improved living standard (wages)	
Time	67%
Reimbursement	75%
Community growth and development (infrastructure)	
Time	80%
Reimbursement	75%

What Site Selectors Have to Say

- “Incentives won’t go away”
- “Should be a final benefit to make the project successful”
- “Beware of any project, that on the first page, the RFI asks for incentives”
- “The lowest cost, most always, is not the decision maker”





Thank you!



WASHINGTON CITY
CITY COUNCIL MEETING
STAFF REVIEW

HEARING DATE:	September 08, 2021
ACTION REQUESTED:	Preliminary plat approval for the Lakeside at Stucki Farms subdivision, located at Stucki Farms Pkwy & Waters Edge Way
APPLICANT:	Karl Larson
OWNER:	South Landing Development
ENGINEER:	Civil Science
REVIEWED BY:	Eldon Gibb, City Planner
RECOMMENDATION:	Recommend approval with conditions

Background

The applicant is requesting approval of a Preliminary plat for the Lakeside at Stucki Farms Subdivision located at Stucki Farms Pkwy and Waters Edge Way. This preliminary plat was previously approved back on December 11, 2019 but has since expired. The applicant is ready to proceed at this time.

The applicant is proposing 44 lots on an area of coverage of 19.527 acres. The zoning designation at this particular location along with the surrounding area is Planned Community Development.

The proposed subdivision conforms to the approved zoning. The request meets the subdivision requirements and other city ordinances as it relates to this location. Staff has reviewed the request and recommends approval, with conditions, of the preliminary plat as outlined.

Recommendation

The Planning Commission reviewed this proposal on August 18, 2021 and unanimously recommended approval of the Preliminary plat for the Lakeside at Stucki Farms subdivision based on the following findings and subject to the following conditions:

Findings

1. The preliminary plat meets the land use designation as outlined in the General Plan for the proposed area.
2. That the preliminary plat conforms to the Zoning and the Subdivision Ordinances as conditioned.

Conditions

1. A preliminary and final drainage study and grading and drainage plan shall be submitted for review and approval prior to moving dirt. Development of the site shall comply with the recommendations of the geotechnical study and drainage study, and improvements for drainage and detention shall be approved by the Public Works Department.
2. A preliminary and final geotechnical study shall be submitted to the City for review and approval prior to submitting the final plat. All recommendations of the geotechnical study shall be adhered to.
3. Construction drawings for the subdivision and its infrastructure shall be submitted to the City for review and approval prior to the submittal for final plat.
4. The construction drawings shall adequately address prevention of nuisance storm water drainage across lots. If retaining walls are utilized to prevent cross-lot drainage, the developer shall be responsible for installing said retaining walls.
5. At the time of final plat submittal, the following documents shall also be submitted:
 - A. A title report.
 - B. A copy of any deed restrictions, other restrictions, restrictive covenants, architectural controls, or other requirements that may apply to the development (CC&Rs).
6. All detention areas shall be landscaped and all detention and landscaped areas shall be maintained by the property owners and/or homeowners association. A note shall be placed on the plat stating that the City has the right to assess the property owners and/or homeowners association for failing to maintain the detention and landscaped areas.
7. A final landscape plan and fencing plan shall be submitted for review and approval prior to the submittal of the final plat. Landscaping and fencing shall be installed prior to the occupancy of the buildings that will be constructed along the landscaped and fenced areas.
8. All landscaping, walls and other structures shall meet sight distance requirements. A note shall be placed on the final plat stating that the City has the right to assess the property owners and/or homeowners association for failing to maintain sight distance requirements.
9. Driveway locations are to be approved by the Public Works Department.
10. Any proposed blasting for the development of the subdivision requires the submittal of a blasting plan with the construction drawings and issuance of a blasting permit.
11. That a Post Construction Maintenance Agreement be recorded prior to the recording of the final plat.

12. An LID Stormwater Quality Report needs to be submitted for review and approval to the Public Works Department before any final plat application can be submitted.

13. All open space within the vicinity will be completed at final plat application time.

~~—Motion passed unanimously.—~~

6. PRELIMINARY PLAT

- a. Public Hearing for consideration and recommendation to City Council for the Lakeside at Stucki Farms Preliminary Plat located at approximately Stucki farms Parkway and Waters Edge Way. Applicant: Karl Larson

Public comment for this item will be accepted at: [washingtoncity.org/meetings](https://www.washingtoncity.org/meetings), until 4:30 the day before the meeting. After that time only in person comments will be taken.

Background

Eldon Gibb reviewed report: The applicant is requesting approval of a Preliminary plat for the Lakeside at Stucki Farms Subdivision located at Stucki Farms Pkwy and Waters Edge Way. This preliminary plat was previously approved back on December 11, 2019 but has since expired. The applicant is ready to proceed at this time.

The applicant is proposing 44 lots on an area of coverage of 19.527 acres. The zoning designation at this particular location along with the surrounding area is Planned Community Development.

The proposed subdivision conforms to the approved zoning. The request meets the subdivision requirements and other city ordinances as it relates to this location. Staff has reviewed the request and recommends approval, with conditions, of the preliminary plat as outlined.

Recommendation

Staff recommends that the Planning Commission recommend approval of the Preliminary plat for the Lakeside at Stucki Farms subdivision to the City Council, based on the following findings and subject to the following conditions:

Findings

1. The preliminary plat meets the land use designation as outlined in the General Plan for the proposed area.
2. That the preliminary plat conforms to the Zoning and the Subdivision Ordinances as conditioned.

Conditions

1. A preliminary and final drainage study and grading and drainage plan shall be submitted for review and approval prior to moving dirt. Development of the site shall comply with the recommendations of the geotechnical study and drainage study, and

improvements for drainage and detention shall be approved by the Public Works Department.

2. A preliminary and final geotechnical study shall be submitted to the City for review and approval prior to submitting the final plat. All recommendations of the geotechnical study shall be adhered to.

3. Construction drawings for the subdivision and its infrastructure shall be submitted to the City for review and approval prior to the submittal for final plat.

4. The construction drawings shall adequately address prevention of nuisance storm water drainage across lots. If retaining walls are utilized to prevent cross-lot drainage, the developer shall be responsible for installing said retaining walls.

5. At the time of final plat submittal, the following documents shall also be submitted:

- A. A title report.
- B. A copy of any deed restrictions, other restrictions, restrictive covenants, architectural controls, or other requirements that may apply to the development (CC&Rs).

6. All detention areas shall be landscaped and all detention and landscaped areas shall be maintained by the property owners and/or homeowners association. A note shall be placed on the plat stating that the City has the right to assess the property owners and/or homeowners association for failing to maintain the detention and landscaped areas.

7. A final landscape plan and fencing plan shall be submitted for review and approval prior to the submittal of the final plat. Landscaping and fencing shall be installed prior to the occupancy of the buildings that will be constructed along the landscaped and fenced areas.

8. All landscaping, walls and other structures shall meet sight distance requirements. A note shall be placed on the final plat stating that the City has the right to assess the property owners and/or homeowners association for failing to maintain sight distance requirements.

9. Driveway locations are to be approved by the Public Works Department.

10. Any proposed blasting for the development of the subdivision requires the submittal of a blasting plan with the construction drawings and issuance of a blasting permit.

11. That a Post Construction Maintenance Agreement be recorded prior to the recording of the final plat.

12. An LID Stormwater Quality Report needs to be submitted for review and approval to the Public Works Department before any final plat application can be submitted.

13. All open space within the vicinity will be completed at final plat application time.

Commissioner Hansen asked if this project had an entrance between lots 31 and 32.

Mr. Ellerman answered yes.

Commissioner Anderson asked where the water is coming from.

Mr. Ellerman answered that Stucki Farms owns water under their development. It isn't drinking water.

Brandee Walker from Civil Science said that they have a lot of water and the lake is a city detention area and will hold water all the time. The lake will hold 5 feet with a storm event. The soil conditions are difficult so they will line the lake with a solid surface.

Attorney Seegmiller said that Stucki Farms used to be a large farm and Stucki Farms has water rights.

Commissioner Anderson asked if the water could be used for irrigation.

Ms. Walker said yes and it is being used for irrigation now.

Mike Shaw said that the water table is high. He said that they are figuring out how to utilize the water.

Commissioner Hansen opened the public hearing.

Dan Cox lives in Cross Road. He said that he would like the retention pond finished and in the Meadows he would like the pavilion to be finished. He wants Karl to finish projects that are already approved.

Commissioner Musso said the Club House used to be an issue.

Commissioner Tupou motioned to close the public hearing.

Commissioner Scheel seconded the motion.

Motion passed unanimously.

Commissioner Anderson asked Drew if there is something that the city needs to address.

Mr. Ellerman answered that it is mostly internal. He said that there are times that the city would give final plat approval if not finished.

Commissioner Musso said that there appears to be a trail system. In the future will there be a time frame announced?

Mr. Ellerman said that there could be an additional condition.

Commissioner Musso asked if there is one lake.

Ms. Walker answered that there will be two lakes.

Commissioner Musso asked if they would go in at the same time.

Ms. Walker answered yes. She said that as far as the trail goes, it will go in first. The lake will come in as development happens, it is part of the detention basin.

Attorney Seegmiller said that this is an old detention area.

Ms. Walker said that lots 40 through 43 will be the only lots that drain into the lake.

Attorney Seegmiller asked how the lake will be platted.

Ms. Walker said that they are working on that.

Commissioner Anderson asked if lots 40 and 43 could be their own phase.

Ms. Walker said that would be the plan.

Commissioner Anderson asked about lot 16 and how it is filled.

Ms. Walker said that it will not be part of the lake.

Commissioner Tupou motioned to recommend approval to the City Council with the findings and conditions of staff with additional condition that lots 40 through 42 be its own phase.

Commissioner Scheel seconded the motion.

Motion passed unanimously.

~~b. Public Hearing for consideration and recommendation to City Council for the The Club at Coral Canyon Preliminary Plat located at approximately 1300 North Telegraph Street. Applicant: Cole West Home~~

~~Public comment for this item will be accepted at: [washingtoncity.org/meetings](https://www.washingtoncity.org/meetings) until 4:30 the day before the meeting. After that time only in-person comments will be taken.~~

Background



REVISION		
NO.	DESCRIPTION	DATE

PRELIMINARY PLAT
LAKESIDE AT STUCKI FARMS
WASHINGTON, UTAH

PROJECT #	FF-17193.00
DATE	7/27/2021
DESIGNED BY	BLW
CHECKED BY	
SCALE	AS SHOWN
HORIZONTAL SCALE	1"=40'
VERTICAL SCALE	1"=4'
SHEET	

received
7-28-21

1. THERE IS A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL STREET SIDE PROPERTY LINES AND A 7.50 FOOT PUBLIC UTILITY EASEMENT ALONG ALL SIDE AND BACK LOT LINES UNLESS OTHERWISE NOTED. ALL COMMON AREAS AND OPEN SPACE ARE CONSIDERED ACCESSIBLE FOR PUBLIC UTILITIES.

3. IN ADDITION TO ANNUAL, USUAL, AND SPECIAL ASSESSMENTS FOR MAINTENANCE OF COMMON NON-PUBLIC IMPROVEMENTS CONTAINED WITHIN THIS PLANNED DEVELOPMENT, THE PROPERTY OWNERS AND/OR THE HOMEOWNERS ASSOCIATION, SHALL LEVY SUCH ASSESSMENTS AS MAY BE NECESSARY FROM TIME TO TIME TO REPAIR, RESTORE, OR REPLACE PRIVATE LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS PLANNED DEVELOPMENT. WASHINGTON CITY IS HEREBY GRANTED AUTHORITY TO ASSESS THE PROPERTY OWNERS AND/OR THE HOMEOWNERS ASSOCIATION FOR OPEN SPACE NOT MAINTAINED.

5. ALL LANDSCAPING, WALLS AND OTHER STRUCTURES SHALL MEET SIGHT DISTANCE REQUIREMENTS. WASHINGTON CITY HAS THE RIGHT TO ASSESS THE PROPERTY OWNERS AND/OR THE HOMEOWNERS ASSOCIATION FOR FAILING TO MAINTAIN SIGHT DISTANCE REQUIREMENTS.

7. BY RECORDING THIS SUBDIVISION PLAT, EASEMENTS ARE HEREBY GRANTED WITHIN ALL COMMON AREAS WITHIN THIS SUBDIVISION FOR THE INSTALLATION, ACCESS, MAINTENANCE, AND REPAIR OF ALL UTILITIES INCLUDING NATURAL GAS, CABLE TV, TELEPHONE, WATER, POWER, SEWER, AND DRAINAGE IMPROVEMENTS.

ALL OR A PORTION OF S1 SUBDIVISION IS LOCATED WITHIN THE DESIGNATED AIRPORT INFLUENCE AREA OF THE ST. GEORGE REPLACEMENT AIRPORT, AND MAY BE SUBJECT TO AIRCRAFT OVER FLIGHT NOISE, AND POSSIBLE IMPINGEMENT. NEW CONSTRUCTION MAY BE REQUIRED TO FILE FAA FORM-7460 (NOTICE OF PROPOSED CONSTRUCTION AND/OR OTHER DOCUMENTATION, SPECIFIC HEIGHT RESTRICTIONS MAY APPLY DEPENDING ON LOCATION, NO DEVELOPMENT OR STRUCTURE THAT MAY COMPROMISE AIRPORT NAVIGATIONAL AIDS OR FLIGHT OPERATIONS WILL BE ALLOWED WITHIN THE AIRPORT INFLUENCE AREA. COMPLIANCE WITHIN THE AIRPORT INFLUENCE AREA WILL BE IN ACCORDANCE WITH ALL APPLICABLE ORDINANCES, REGULATIONS AND CODE REQUIREMENTS, AND MAY INCLUDE THE GRANTING OF AN AVIATION EASEMENT AND/OR SIMILAR DOCUMENT(S). WASHINGTON CITY DISCLAIMS ALL LIABILITY FOR ANY CLAIMS, INJURIES OR DAMAGES ARISING FROM, CAUSED BY OR DUE TO OCCURRENCES INCIDENT TO OPERATION OF THE AIRPORT. OWNERS AND TENANTS WITHIN THE SUBDIVISION WAIVE ANY AND ALL CLAIMS AGAINST WASHINGTON CITY FOR DAMAGES OR INJURIES, WHETHER TO PERSONS OR PROPERTY, ARISING OR CAUSED BY OPERATION OF THE AIRPORT. THIS WAIVER AND DISCLAIMER CONSTITUTES AND IS RECOGNIZED BY ALL CURRENT AND FUTURE OWNERS AND TENANTS OF PROPERTY WITHIN THIS SUBDIVISION AS NOTICE AND ACCEPTANCE OF THIS WAIVER AND DISCLAIMER AND ALL ITS PROVISIONS, ALL CURRENT AND FUTURE OWNERS AND TENANTS OF PROPERTY WITHIN THIS SUBDIVISION AGREE TO HOLD WASHINGTON CITY FOR ANY CLAIMS, INCLUDING ALL ATTORNEY FEES RELATED THERETO, BROUGHT BY ANY PARTY WHO SUFFERS DAMAGE OR INJURY, WHETHER TO PERSON OR PROPERTY, ARISING FROM, CAUSED BY OR DUE TO OPERATION OF THE AIRPORT. THIS DISCLAIMER AND WAIVER SHALL BE CONSIDERED A CONDITION RUNNING WITH ALL PROPERTY WITHIN THIS SUBDIVISION AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION TAKE OWNERSHIP OF PROPERTY SUBJECT HERETO.

BEGINNINGS IS 1°08'32" W 21°09" ALONG THE SECTION LINE AND EAST 112.86 FEET FROM THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING ON THE CENTERLINE OF STUCKI FARMS PARKWAY DEDICATED BY THE HOMESTEADS AT STUCKI FARMS PHASE 1 ON FILE AT THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH AND RUNNING THENCE S 40°14'53" E 312.55 FEET; THENCE S 73°03'37" E 542.70 FEET, THENCE S 48°11'34" E 45.67 FEET, THENCE S 18°04'23" E 75.00 FEET, THENCE S 15°01'43" E 85.00 FEET, THENCE S 13°27'26" E 75.00 FEET, THENCE S 1°15'00" E 75.00 FEET, THENCE S 10°24'45" E 85.00 FEET, THENCE S 8°44'34" E 85.00 FEET, THENCE S 7°01'54" E 86.98 FEET, THENCE S 5°42'37" E 80.00 FEET, THENCE S 4°23'57" E 85.29 FEET, THENCE S 2°44'47" E 80.00 FEET, THENCE S 1°03'00" E 80.00 FEET, THENCE S 0°31'01" W 92.89 FEET, THENCE S 2°19'02" W 91.00 FEET, THENCE N 82°03'54" W 53.63 FEET, THENCE S 7°56'06" W 69.97 FEET, THENCE N 79°55'57" W 270.00 FEET, THENCE N 72°45'45" E 98.81 FEET, THENCE N 2°12'42" E 200.00 FEET, THENCE N 8°11'13" W 200.00 FEET, THENCE N 12°02'18" E 95.00 FEET, THENCE S 31°58'54" W 95.00 FEET, THENCE N 46°54'12" W 95.00 FEET, THENCE N 66°40'05" W 96.91 FEET, THENCE S 36°00'02" W 224.13 FEET, THENCE S 48°12'22" E 96.91 FEET, THENCE S 1°15'14" W 106.91 FEET, THENCE S 50°07'01" W 138.89 FEET, THENCE N 90°00'00" W 140.63 FEET, THENCE N 30°35'13" W 108.28 FEET, THENCE N 68°48'19" W 536.84 FEET TO A POINT ON 2800.00 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT WHICH RADIUS BEARS S 65°17'22" E SAID POINT BEING THE CENTERLINE OF SAID PARKWAY; THENCE ALONG THE ARC OF SAID CURVE 1001.37 FEET THROUGH A CENTRAL ANGLE OF 20°22'27" TO THE POINT OF BEGINNING.



-
- A vicinity map of the Project Site. The map shows the Virgin River flowing along the western boundary. Major streets include East Riverside Dr. to the north, Washington Dam Rd. to the northeast, Washington Fields Rd. running north-south, and St. George Washington City running east-west. Specific street addresses marked are 2000 South, 300 East St., 3090 South St., 1450 South, 3000 East, 2450 South, 3650 South St., and 2000 South. The Project Site is located in the southeast corner, near Stucki Farms and the Airport. A north arrow is located in the upper right corner.

RELEASE OF DRAWINGS
THIS DOCUMENT AND THE IDEAS HEREIN ARE THE PROPERTY OF CIVIL SCIENCE, Inc. AND IS NOT TO BE REPRODUCED, MODIFIED OR USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT OR EXTENSION OF THIS PROJECT EXCEPT BY WRITTEN AUTHORIZATION OF CIVIL SCIENCE, Inc.

[illegible]

PRELIMINARY PLAT

LAKESIDE AT STUCKI FARMS
WASHINGTON, UTAH

PROJ. #:	FF. 17193.00
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DATE: 7/26/20

DESIGN BY: BLW

CHECKED BY:

SCALE OF SHEET
HORIZONTAL: 1"=100'

VER SCALE: N/A

SHEET

10/11/2011 11:11:11 AM

2 OF 2

Briefing Document

Description: Public Works is requesting the award of a bid based upon RFP to Mike Zimmerman Well Service, LC in the amount of **\$390,849.90** to complete the equipping of the 4 recently drilled wells adjacent to the Grapevine Pass Wash in the far northern area of the City.

Presenter: Michael D. Shaw

Submitted By: Lester Dalton

Recommendation: Approval

Background Information: Drilling of the wells was completed earlier this year, a contract has been awarded for the site work associated with the new wells.

This contract will be for the down-hole equipment which includes the pumps, motors, column pipe, and controls for operation to deliver the water to the system from the 4 wells.

Upon completion of this work we will be able to receive final approval from the State for the new points of diversion with our existing water rights.

Coordination has been ongoing and approval has been received from the HCP as well as SITLA who is the underlying property owner where the wells were drilled. Staff is currently working toward purchase of the well sites and do not anticipate any problems.

The wells will serve as additional culinary sources for our customers and also serve a redundancy purpose to assure that we are able to use our existing water rights to their full potential.

These wells will allow us to continue production of the less expensive well water as well as the ability to make use of additional water rights when they are acquired in the future.

Fiscal Impact: Appropriated for in the current budget

Impacted Fund: Water Impact Fees

Grapevine Well Sites #3- #6 Installation Decision Matrix

		Washington City							
		Lester		Dustyn		Max		Avg	
CATEGORY	SCORE	Peterson Boss Drilling	Z-Team Drillers	Peterson Boss Drilling	Z-Team Drillers	Peterson Boss Drilling	Z-Team Drillers	Peterson Boss Drilling	Z-Team Drillers
Qualifications & Experience	Points/20	20	20	20	18	20	18	20	19
	Notes			Experience with City; family history	Family history; installers certified; references; Lang recommend.	Experience w/ city projects, Been in business a while	Family history, similar work experience, less experience than Peterson		
Compliance with requirements of RFP	Points/5	4	5	3	5	3	4	3	5
	Notes	Did not appear to capture the control needs	Clearly captured the control needs	Franklin pumps but said maybe another?	Grundfos	Could not find pump information	Mentioned pump by name		
Work Approach and Installation Solutions	Points/20	15	14	18	20	18	20	17	18
	Notes	Nothing about chlorination	Nothing about Camera (bid item)	Described	Described; plan to use Vancon to install underground;	Described but not clear on solutions	Described in detail		
Respondents Warranty, Service Response Time, etc.	Points/10	5	10	8	10	8	10	7	10
	Notes	Only 90 day warranty Nothing about respose times	1 year warranty 24 hr response time	Pump warranty 90 days; the rest is based off of assumption and past performance for the City	Pumps and materials 1 year from installation; 24-hr mobilize to repair	90 day warranty on pump, no mention of service response time	1 year, 24-hr response time		
Time Schedule for Well Pump Installaion	Points/15	13	15	12	15	14	15	13	15
	Notes	45-60 day completion 10-12 week lead time	20 day completion 6-8 week lead time	10-12 week lead time on items; 2 weeks per site to install	Pitless 5-8 weeks; 6-8 week lead time to start install, then 20 days to complete	10-12 weeks lead time, 2 weeks per site	Pitless 5-8 weeks, 6-8 week lead time, 20 days to complete		
Cost of the Installation	Points/30	25	30	25	30	29	30	26	30
	Notes	\$ 404,470.00	\$ 390,849.90	\$404,470; bid form not filled out correctly with unit prices; said still deciding which pumps/materials	\$390,849.90; bid form filled out correctly with unit prices; committed to materials	\$ 404,470.00	\$ 390,849.90		
TOTAL	100	82	94	86	98	92	97	87	96

= Higher Score



11 North 300 West, Washington, Utah 84780
TEL 435.652.8450 | FAX 435.652.8416 | sunrise-eng.com

August 24, 2021

Mike Shaw, Public Works Director
Washington City
1305 East Washington Dam Road
Springdale, Utah 84767

RE: Letter of Recommendation - Grapevine Pass Wash Well Equipping #3 - #6

Dear Mike,

Upon review of the received proposals for equipping the recently drilled Grapevine Pass Wash Wells, the selection committee has come to a consensus. We recommend that Mike Zimmerman Well Service, LC be selected for this project. They have been in the industry for many years and have provided examples of similar jobs to the work that this project will entail. Coincidentally, they also provided the lowest cost proposal (\$390,849.90), the quickest installation time, and a better warranty period for the equipment to be installed.

Attached are the Notice of Award, Agreement, and Notice to Proceed. If the council agrees with our recommendation, please have three copies of the documents signed and we will forward to Mike Zimmerman Well Service, LC.

Please contact me or Max Gross at our office at 435-652-8450 if you have any questions or comments regarding the selection process. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Dustyn Shaffer".

Dustyn Shaffer, P.E.
Project Engineer

Enclosure(s)

Briefing Document

Description: Public Works is requesting approval of a purchase agreement with SITLA in the amount of **\$4,648.00** to purchase the property where we have recently drilled the 4 new wells adjacent to the Grapevine Pass Wash in the far northern area of the City.

Presenter: Michael D. Shaw

Submitted By: Lester Dalton

Recommendation: Approval

Background Information: Drilling of the wells was completed earlier this year, a contract has been awarded for the site work associated with the new wells. There is an item on this agenda for equipping the wells with pumps.

This purchase was verbally discussed with SITLA representatives prior to drilling of the wells and it was determined that it would be best if we were to wait until we were certain that the sites would provide a viable source of water before proceeding with the purchase of the four 60'x60' (.083 acre) well sites.

Drilling of the wells was permitted by SITLA via a Right-of-Entry. Acquisition of these sites is necessary to assure the long term diversion point for the municipal water supply and source protection.

SITLA has been very helpful throughout the process which is reflected in the purchase price of the properties. (\$14,000 per acre)

The wells will serve as additional culinary sources for our customers and also serve a redundancy purpose to assure that we are able to use our existing water rights to their full potential.

These wells will allow us to continue production of the less expensive well water as well as the ability to make use of additional water rights when they are acquired in the future.

Fiscal Impact: Appropriated for in the current budget

Impacted Fund: Water Impact Fees

THE STATE OF UTAH
SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION
CERTIFICATE OF SALE

Certificate No. 26989

Fund: School

This Certificate of Sale ("**Certificate**"), dated _____, 2021 (the "**Effective Date**"), is between the State of Utah, through the School and Institutional Trust Lands Administration ("**SITLA**") and Washington City, a Utah municipality, with its office located at 1305 East Washington Dam Road, Washington, Utah 84780 ("**Purchaser**").

RECITALS

WHEREAS, SITLA manages lands held in trust by the State of Utah for the benefit of certain named beneficiaries ("**Trust Lands**"), pursuant to Sections 6, 8, and 12 of the Utah Enabling Act, Article XX, Section 2 of the Utah State Constitution, and Title 53C of the Utah Code, and

WHEREAS, SITLA holds certain Trust Lands located in Section 36, Township 41 South, Range 15 West and Section 31, Township 41 South, Range 14 West, Washington County, State of Utah, and

WHEREAS, SITLA has agreed to sell, and Purchaser has agreed to purchase, those certain Trust Lands, as described on Exhibit A (the "**Property**").

AGREEMENT

NOW THEREFORE, for and in consideration of the covenants and obligations contained herein, the parties agree as follows:

1. **PURCHASE AND SALE.** Subject to the terms and conditions of this Certificate, SITLA does hereby agree to sell, and the Purchaser does hereby agree to buy, in a manner provided by law and as set forth herein, the Property.
 - a. **Patent; Exceptions and Reservations.** At Closing, defined below, SITLA shall issue a patent for the Property, subject to the following:
 - i. an exception and reservation of all coal, oil and gas and other mineral deposits, along with the right for SITLA or other authorized persons or entities to prospect for, mine, and remove such deposits;

- ii. any valid, existing rights of way of and easements of any kind, including, without limitation, Easement 365 with Washington City and Easement 672 with Washington City;
- iii. any right, interest, reservation or exception appearing of record;
- iv. any exceptions and reservations contained in federal patents and clear lists;
- v. all rights of way for ditches, tunnels, and telephone and transmission lines that have been or may be constructed by the United States as provided by statute;
- vi. all water rights and shares of any kind; and
- vii. all sub-surface void and pore spaces in the Property whether naturally existing or created upon the removal of coal, oil and gas and other mineral deposits, and the right to reasonably access and use the Property and to use those sub-surface void and pore spaces for any purpose.

b. Purchase Price and Fees.

- i. At Closing, Purchaser shall pay SITLA Four Thousand Six Hundred Forty Eight Dollars and No Cents (\$4,648.00) (the “**Purchase Price**”).
- ii. At Closing, Purchaser shall pay to SITLA an amount of _____ (\$_____) as reimbursement for payments made to the Washington County Water Conservancy District to obtain and reserve water service for development of the Property (the “**Fees**”).

2. **ESCROW.** On or before the Effective Date, the parties will establish escrow with _____ (“**Escrow Agent**”) whose mailing address is _____. The parties will deliver a fully executed copy of this Certificate to the Escrow Agent as escrow instructions.

3. **DUE DILIGENCE.**

a. Verification of Title.

i. Title Commitment and Survey. Purchaser may obtain, at Purchaser’s expense, a title report and/or insurance commitment (“**Commitment**”) for the Property. Purchaser must provide SITLA with copies of the Commitment and any other title reports obtained for the Property. Purchaser may obtain, at Purchaser’s expense, an ALTA survey for the Property (“**Survey**”). Purchaser must provide SITLA with a copy of the Survey.

ii. Title Review Period. Purchaser may make objections to title if the Commitment and/or Survey reveals or shows any exceptions to title, easements, liens, encumbrances, or survey items that are not acceptable to Purchaser in its reasonable discretion. Purchaser must notify SITLA of any title objections in writing within thirty (30) days after the Effective Date (the “**Title Review Period**”). SITLA may, but is not obligated to, attempt to resolve Purchaser’s title objections with thirty (30) days after the receipt of Purchaser’s written objections.

iii. Election to Terminate. In the event SITLA is unwilling or unable to satisfy Purchaser’s objections within the time period set forth in Section 3(a)(ii), Purchaser may elect to (i) terminate this Certificate or (ii) waive in writing its title objections and accept the conditions of title. Title exceptions approved or accepted in writing by Purchaser are hereinafter be referred to as “**Permitted Exceptions**”. Failure of Purchaser to provide SITLA with written objections to title within the Title Review Period will be conclusive evidence of Purchaser’s acceptance of any title exceptions.

iv. Compliance with Laws; Waste. Purchaser shall comply with all applicable State, County, and local laws. Purchaser shall not commit or suffer to be committed any waste, spoil, or destruction in or upon the Property and shall maintain the Property in good condition.

4. CLOSING.

a.Closing. The closing of the transaction contemplated by this Certificate, including the payment of the Purchase Price, Fees and issuance of a patent (the “**Closing**”) will occur through the Escrow Agent on or before _____, 2021, or upon such other date prior thereto as the parties agree in writing (the “**Closing Date**”). Purchaser and SITLA agree that Closing on or before the Closing Date is a material inducement to SITLA entering into this Certificate. At least two (2) business days before the Closing Date, the parties shall place all required executed documents and monies with the Escrow Agent. If the transaction contemplated in this Certificate does not close on or before the Closing Date, this Certificate will automatically terminate at 11:59 p.m. on the Closing Date, unless SITLA elects in writing, in its reasonable discretion, to extend the Closing Date.

b.SITLA’s Obligations. At Closing, subject to Purchaser performing all of its obligations under this Certificate, SITLA shall undertake the following:

i. Patent. Upon payment in full of the Purchase Price and Fees to Escrow Agent, issue to Purchaser a patent for the Property, which patent will contain reservations and exceptions as set forth above, will be in the form attached hereto as Exhibit B, and will be recorded by Escrow Agent with the office of the Washington County Recorder.

ii. **Closing Costs.** SITLA shall pay fifty percent (50%) of those fees and costs associated with Closing, except Purchaser shall pay all costs associated with the Commitment, Survey, or any title insurance obtained by Purchaser for the Property.

c. **Purchaser's Obligations.** At Closing, subject to SITLA performing all of its obligations under this Certificate, Purchaser shall undertake the following:

i. **Payment of Purchase Price, Fees and Other Amounts.** Pay to the Escrow Agent, in cash or by wire transfer of ready funds, for disbursement to SITLA, the Fees and the Purchase Price, along with other amounts due as set forth in this Certificate.

ii. **Closing Costs.** Purchaser shall pay fifty percent (50%) of those fees and costs associated with Closing, except Purchaser shall pay all costs associated with the Survey, Commitment, or any title insurance obtained by Purchaser for the Property.

d. **Actions Taken at Closing.** Upon receipt of those documents and payments described in this Section 4, the Escrow Agent will disburse the payments to SITLA as set forth in this Certificate.

e. **Possession.** SITLA shall deliver possession of the Property to Purchaser upon Closing. All risk of loss, destruction and expenses of the Property will be borne by SITLA until the date of possession at which time all risk and expenses will be borne by the Purchaser.

5. **TAXES.** Purchaser hereby acknowledges and agrees that the Property has not been subject to taxes during the period it was held by the State, but that such Property may be subject to general and special real estate and other ad valorem taxes and assessments, including Farmland Assessment (Greenbelt) rollback taxes, and charges for utilities, if any, and other charges, all of which charges, when applicable, are the sole responsibility of Purchaser.

6. **INSPECTION; NO WARRANTIES.** Purchaser acknowledges that Purchaser is acquiring the Property subject to all existing laws, ordinances, rules and regulations and that Purchaser has had the opportunity to inspect the Property to determine the condition and suitability of the Property for Purchaser's intended purposes, and for the presence or absence of any hazardous material or condition. Purchaser agrees that Purchaser is acquiring the Property in an "As-Is" condition with all faults and defects, including latent and patent defects, and neither SITLA's agents, representatives or employees have made any representations or warranty as to title, zoning, legal or physical access, location or availability of utilities, soil conditions, floodplains and watercourses, the presence or absence of any hazardous material or condition, or other physical or legal attributes of the Property or Purchaser's ability to obtain approvals for Purchaser's development of the Property, or the physical conditions of the Property. **SITLA HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE**

PROPERTY IT IS CONVEYING, AND PURCHASER ASSUMES THE RISK THAT ADVERSE PAST, PRESENT OR FUTURE PHYSICAL CHARACTERISTICS AND CONDITIONS OF THE PROPERTY WHICH PURCHASER IS ACQUIRING UNDER THIS CERTIFICATE MAY NOT HAVE BEEN REVEALED BY INSPECTION OR INVESTIGATION.

7. ENVIRONMENTAL RELEASE. Purchaser expressly assumes the risk that any Hazardous Substance (defined below) is or hereafter may be located on the Property, excepting use by the State or its lessees of void spaces reserved herein. **PURCHASER HEREBY FOREVER RELEASES AND DISCHARGES THE STATE, SITLA AND ANY SUBSIDIARY OR AFFILIATE OF THE STATE, AND THEIR RESPECTIVE DIRECTORS, OFFICERS (APPOINTED AND ELECTED), EMPLOYEES, BOARD OF TRUSTEES, BENEFICIARIES, REPRESENTATIVES AND AGENTS, FROM AND AGAINST ANY AND ALL JUDGMENTS, CLAIMS, EXPENSES (INCLUDING ATTORNEYS' AND OTHER CONSULTANTS' REASONABLE FEES AND COSTS), CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, INCLUDING WITHOUT LIMITATION, (A) ALL FORESEEABLE AND ALL UNFORESEEABLE CONSEQUENTIAL DAMAGES, DIRECTLY OR INDIRECTLY ARISING OUT OF THE USE, GENERATION, STORAGE, DISPOSAL, RELEASE OR THREATENED RELEASE OF HAZARDOUS MATERIALS ON THE PROPERTY AND (B) THE COST OF ANY REASONABLY NECESSARY INVESTIGATION, REPAIR, CLEANUP, REMEDIATION OR DETOXIFICATION OF THE PROPERTY AND OTHER AFFECTED PROPERTY AND THE PREPARATION OF ANY CORRECTIVE ACTION, CLOSURE OR OTHER REQUIRED PLANS OR REPORTS TO THE FULL EXTENT THAT SUCH ACTIONS ARE ALLEGED TO BE ATTRIBUTABLE, DIRECTLY OR INDIRECTLY, TO THE PRESENCE OR USE, GENERATION, STORAGE, RELEASE, THREATENED RELEASE, OR DISPOSAL OF HAZARDOUS MATERIALS BY ANY PERSON AND RELATE TO OR INVOLVE THE PROPERTY.**

a. "Hazardous Substance" as used herein means: (a) any substance, material, or waste that is included within the definitions of "hazardous substances," "hazardous materials," "hazardous waste," "toxic substances," "toxic materials," "toxic waste," or words of similar import in any Environmental Law; (b) those substances listed as hazardous substances by the United States Department of Transportation (or any successor agency) (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) (40 C.F.R. Part 302 and amendments thereto); and (c) any substance, material, or waste that contains petroleum or is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, except as otherwise provided by law.

8. CULTURAL, ARCHAEOLOGICAL, PALEONTOLOGICAL AND ANTIQUITIES RESOURCES. Pursuant to all applicable laws regarding cultural, archaeological, paleontological, and antiquities resources, and pursuant to Utah Administrative

Code R850-60-900, upon discovery of a site, historic property, remains, antiquities, or critical paleontological resources, whether before or after Closing, Purchaser shall immediately cease all activities on the Property until such time as the discovery has been evaluated and treated to the Director of SITLA's satisfaction. Any and all discoveries remain the property of the State of Utah. These obligations will survive the Closing and issuance of a patent. Definitions in this clause:

"Antiquities" UCA 76-6-901(1)

"Critical Paleontological Resources" UCA 79-3-102(4)

"Cultural Resources" R850-1-200(8)

"Historic Properties" UCA 9-8-302(5)

"Remains" UCA 9-9-402(11)

"Site":

Archaeology UCA 9-8-302(17), R850-1-200(31)

Paleontological UCA 79-3-102(14), R850-1-200(20)

"Specimen":

Archaeology UCA 9-8-302(18), R850-1-200(33)

Paleontological UCA 79-3-102(15)

9. **PURCHASER'S REPRESENTATIONS AND WARRANTIES.** Purchaser represents and warrants to SITLA as of the Effective Date and the date of Closing, that:

- a. Purchaser is an entity in good standing and licensed to do business in the State of Utah;
- b. Purchaser has full power and authority to execute and deliver this Certificate and to perform its obligations hereunder and has obtained all necessary company authorizations to do so;
- c. The Purchaser's signatory to this Certificate has all power and authority to execute this Certificate on behalf of Purchaser;
- d. The execution, delivery, and performance by Purchaser of this Certificate does not and will not violate, nor be in conflict with, any agreement or instrument to which Purchaser is a part or is bound, or any judgment, decree, order, statute, rule or regulation applicable to Purchaser;
- e. To Purchaser's knowledge, there are no claims, actions, suits, or other legal proceedings by any governmental department or agency, or any other entity or person, including any threatened claims or demands in writing, pertaining to the transactions contemplated by this Certificate;
- f. Purchaser has no liability or obligation to pay fees or commissions to any broker, finder, or agent with respect to its acquisition of the Property; and

g. Purchaser shall pay all taxes, assessments and fees assessed against the Property.

10. **DEFAULT**. If either party defaults in the performance of any of its obligations under this Certificate and upon failure to cure the default within thirty (30) days after written notice of default is given to the defaulting party, then the non-defaulting party may terminate this agreement and pursue any other remedies afforded it by law or in equity, including specific performance.

11. **INDEMNIFICATION BY PURCHASER**. In addition to any other indemnity obligations of Purchaser under this Certificate, Purchaser further agrees to protect, indemnify and hold harmless the State, including SITLA, and their respective directors, officers (appointed and elected), employees, board of trustees, beneficiaries, representatives and agents from and against all judgments, claims, demands, expenses, damages, losses, liabilities and causes of action of every kind or character on account of bodily injuries, death, or damage to property arising because of, for, out of, or in any way connected with Purchaser's performance of this Certificate, including, without limitation, a breach of any of Purchaser's representations or warranties. The Purchaser shall defend all suits brought upon such claims and pay all costs and expenses incidental thereto, but the State, SITLA, and the other indemnified parties have the right, at its option, to participate in the defense of any such suit without relieving the Purchaser of any obligation hereunder. Such duty of indemnification includes, but is not limited to, damage, liability, or loss pursuant to all federal and state environmental laws, strict liability and common law. These obligations will survive the Closing and issuance of a patent.

12. **NOTICES**. All notices, requests, demands, and other communications under this Certificate must be in writing and must be given by (a) established express delivery service which maintains delivery records, (b) hand delivery, or (c) certified or registered mail, postage prepaid, return receipt requested, to the applicable party at the following address, or at such other address as a party may designate by written notice in the above manner:

To SITLA:

State of Utah School and Institutional Trust Lands Administration
675 East 500 South, Suite 500
Salt Lake City, Utah 84102
Attention: Planning and Development

To Purchaser:

Washington City
1305 East Washington Dam Road
Washington UT 84780

Communications may also be given by fax or electronic mail, provided the communication is concurrently given by one of the above methods. Notices are effective upon

receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of the recipient's failure to provide a reasonable means for accomplishing delivery.

13. **MISCELLANEOUS.**

a. **Binding Terms.** It is understood that the terms of this Certificate are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

b. **Time of the Essence.** Time is of the essence of this Certificate and each and all of its terms, covenants, or conditions in which performance are a factor.

c. **Assignment.** This Certificate may be assigned pursuant to statute and rule, but the assignment does not relieve the assignor from responsibility under the original contract.

d. **No Merger.** The assurances, obligations, and covenants of the Purchaser will not merge with but will survive the delivery of the patent to the Purchaser.

e. **Entire Agreement.** This Certificate and the exhibits and schedules attached hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof, incorporates all prior agreements, and may only be modified by a subsequent writing duly executed by the parties.

f. **Waivers.** No waiver of any of the provisions of this Certificate constitutes a waiver of any other provision, whether or not similar, nor is any waiver a continuing waiver. Except as expressly provided in this Certificate, no waiver is binding unless executed in writing by the party making the waiver.

g. **Governing Law.** This Certificate is to be construed and enforced in accordance with, and governed by, the law of the State of Utah without regard to its choice or conflicts of laws provisions that may refer the interpretation hereof to the laws of another state. Any action, legal or equitable, arising from or in connection with this Certificate, must be conducted exclusively in the Third District Court for the State of Utah, and each party hereby submits to the exclusive jurisdiction of such court, subject to the prior exhaustion of administrative remedies.

h. **Captions.** The captions in this Certificate are for convenience only and do not constitute a part of the provisions hereof.

i. **Applicability.** If any term or provision of this Certificate or the application of it to any person, entity or circumstance, to any extent, be invalid and unenforceable, the remainder of this Certificate or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each term and provision of this Certificate will be valid and enforced to the extent permitted by law.

j. **Numbering of Days.** If the last day of any time period stated herein falls on a Saturday, Sunday or federal legal holiday, then such time period is extended to the next succeeding day which is not a Saturday, Sunday or a federal legal holiday.

k. **Allocation of Professional Fees.** Regardless of whether the transaction contemplated by this Certificate is consummated, each respective party is responsible for its own legal, accounting, and other professional fees incurred in relation to this Agreement or the transaction contemplated by this Agreement.

l. **No Waiver of Governmental Immunity.** Notwithstanding anything in this Certificate to the contrary, by entering into this Certificate, neither the State of Utah nor SITLA has waived, limited or modified any governmental immunity from suit.

m. **Counterparts.** This Certificate may be executed in one or more counterparts, including by electronic portable document signature, each of which will be deemed an original, and together constitute the same Certificate whether or not all parties execute each counterpart.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Certificate to be executed the day and year first above written.

STATE OF UTAH
SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

By: _____
Name: David Ure
Title: Director

APPROVED AS TO FORM:

By: _____
Special Assistant Attorney General

WASHINGTON CITY:

Kenneth F. Neilson, Mayor

ATTEST:

Tara Pentz, City Recorder MMC

(Date)

(County)

EXHIBIT A

Legal Description of Property

WELL SITE #3

BEGINNING AT A POINT N1°10'17"E, 1004.05 FEET ALONG THE SECTION LINE AND EAST, 377.10 FEET FROM THE WEST 1/4 CORNER OF SECTION 31, T41S, R14W, SLB&M, RUNNING THENCE N41°30'12"E, 60.00 FEET; THENCE S48°29'48"E, 60.00 FEET; THENCE S41°30'12"W, 60.00 FEET; THENCE N48°29'48"W, 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.083 ACRE.

WELL SITE #4

BEGINNING AT A POINT N1°10'17"E, 79.25 FEET ALONG THE SECTION LINE AND WEST, 586.94 FEET FROM THE EAST 1/4 CORNER OF SECTION 36, T41S, R15W, SLB&M, RUNNING THENCE S1°04'51"W, 60.00 FEET; THENCE N88°55'09"W, 60.00 FEET; THENCE N1°04'51"E, 60.00 FEET; THENCE S88°55'09"E, 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.083 ACRE.

WELL SITE #5

BEGINNING AT A POINT N1°11'29"E, 2034.25 FEET ALONG THE SECTION LINE AND WEST, 563.69 FEET FROM THE SOUTHEAST CORNER OF SECTION 36, T41S, R15W, SLB&M, RUNNING THENCE S18°00'22"W, 60.00 FEET; THENCE N71°59'38"W, 60.00 FEET; THENCE N18°00'22"E, 60.00 FEET; THENCE S71°59'38"E, 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.083 ACRE.

WELL SITE #6

BEGINNING AT A POINT N1°11'29"E, 1352.63 FEET ALONG THE SECTION LINE AND WEST, 953.10 FEET FROM THE SOUTHEAST CORNER OF SECTION 36, T41S, R15W, SLB&M, RUNNING THENCE S30°29'07"W, 60.00 FEET; THENCE N59°30'53"W, 60.00 FEET; THENCE N30°29'07"E, 60.00 FEET; THENCE S59°30'53"E, 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.083 ACRE.

END

EXHIBIT B

Form of Patent

STATE OF UTAH PATENT NO. _____

WHEREAS, Washington City, a Utah municipality, heretofore purchased from the State of Utah School and Institutional Trust Lands Administration, the lands hereinafter described, pursuant to the laws of said State; and

WHEREAS, Washington City has paid for said lands, pursuant to the conditions of said sale, the sum of _____ Dollars and _____ Cents (\$_____), and all legal interest thereon accrued, as fully appears by the certificate of sale.

NOW THEREFORE I, SPENCER J. COX, Governor, by virtue of the power and authority vested in me by the laws of the State of Utah, do issue this PATENT, in the name of the State of Utah, hereby quitclaiming, without warranty of any kind, unto the said Washington City, the tract or parcel of land situated in the County of Washington, State of Utah, more particularly described in **Exhibit A** attached hereto and incorporated by reference.

TO HAVE AND TO HOLD the above described and granted premises unto Washington City, and to its successors and assigns forever.

[Insert exceptions and reservations as provided in the Certificate of Sale]

[list permitted exceptions, if any]

[Signature blocks omitted in exhibit.]

END